GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
JUNE 28, 2011 – 1:00 P.M.

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

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

Pledge of Allegiance and Invocation

1. Call to Order Regularly Scheduled Meeting.

*2. Submitted by County Auditor's Office:

   a. Approval of Accounts Payable checks dated 6/28/11.

   b. Orders for Supplemental Payroll period ending 6/22/11 Bi-Weekly #13.

   c. Internal audit report of Justice of the Peace, Precinct 5 for period of 4/1/2010 through 3/31/11 also attached is Honorable Judge Darrell A. Apffel's response.

   d. IRS Mileage Rate Increases effective 7/1/2011.

*3. Receive and File *Compliance Documentation Checklist (24 CFR 58.6)* submitted by the County Judge.

*4. Consideration of *acceptance of bids for DISD tax resale's* submitted by Right of Way.

*5. Consideration of granting *Order of Abandonment for unopened alley, Blk 66, Port Bolivar* submitted by Right of Way.

*6. Consideration of *Petition to abandon unopened r/w Old Algoa Townsite: 12' alleys Blocks 4,5,8,9 & 16; portions of 5th St. & Ave. A,* submitted by Right of Way.

*7. Receive and File *FY 2011 Investment Report Second Quarter January 2011 through March 2011* submitted by the Treasurer.

*8. Receive and File notice of *County Claim for Recovery of Property Damages* submitted by County Legal as follows: Date of Damage: March 13, 2011; Damages of $5,000.00.

*9. Receive and File *Galveston Central Appraisal District Report from TCEQ on Use Determination Application 15400 for Cemex Construction Materials South LLC.*

*10. Receive and File *Contract for Election Services for the City of LaMarque* submitted by the County Clerk.

*11. Consideration granting County Judge to sign *Trustee's Deed on CAD #3370-0077-0012-000, a Tax Foreclosed Property.*

*12. Consideration and Consent of P&I refund due to Clerical Error submitted by Assessor and Collector of Taxes:

4458-0000-0002-000 (Lafittes Harbor Dev.1 LP) 2009
4458-0000-0002-000 (Lafittes Harbor Dev.1 LP) 2010
1245-0005-0016-000 (Michelle Brown)
H3352-0008-0026-00 (Tareq Mohd-Al Abu-Sharifeh)
4518-0004-0011-000 (Mahalia D. Smith)
3510-0091-2007-000 (Tony Young)

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

a. Account No.: 5765-0000-0019-000 Integrated Process Resources c/o Sandra Lomeli

b. Account No.: 1369-0000-0001-000 Bay Colony LP c/o Steven Danz @ US Bank

c. Account No.: 6670-0000-0097-000 Linda C. Grace

d. Account No.: 4376-0001-0001-000 Ruby Kennemer

e. Account No.: 6255-0000-0733-000 George & Ellen Briggs

14. Consideration of application from Terry Kendrick and Gay Nell Kendrick to convey portions of Lots 178 and 179, Ramada Beach on the Bolivar Peninsula by metes & bounds without revising the plat submitted by the County Engineer.

15. Consideration of authorizing the Natural Resource Coordinator to submit a draft Erosion Response Plan to the Texas General Land Office, submitted by the Natural Resource Coordinator.

16. Consideration of submittal of FY-2012 Vendor Application Request for proposal (RFP) to the Area Agency on Aging (AAA), department of the Houston-Galveston Area Council (H-GAC) to provide nutrition and support services to senior citizens in Galveston County submitted by Parks & Senior Services Director.

17. Consideration of executing a lease agreement between Galveston County and the San Leon Municipal Utility District for a portable office building submitted by the Sheriff.

18. Consideration of executing a lease purchase agreement with Motorola Solutions, Inc. to obtain various two-way radio equipment, authorizing an exception to Purchasing policies & procedures regarding competitive bidding, and authorizing the County Judge to sign all necessary documents related to the lease purchase agreement submitted by the Sheriff's Office and the Purchasing Agent.

19. Consideration of Execution of Third Amendment to the Galveston County Jail Inmate Health Services Agreement with CMS extending the Contract for one year submitted by the County Purchasing Agent.

20. Consideration of Authorizing the County Purchasing Agent to receive Requests for Proposal for Jail Inmate Health Services submitted by the Purchasing Agent.

21. Consider recommending awarding a contract on the following RFP/Bid submitted by the Purchasing Agent.

    a. Bid #B111045 Owens Drive Improvements

22. Consideration of Renewal of the Lease Agreement with the AARP Chapter 1591 on the Joe Faggard Building located on Bolivar Peninsula for one year submitted by County Legal.

23. Consideration of Hurricane Ike items submitted by the Housing.

    a. Discuss and take necessary action on a policy to direct the housing director regarding assignment of homes to builders in The CDBG Housing program presented by Housing.

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

    c. Consideration of Ratification of Change Order REVISION associated with the Reconstruction of various houses submitted by the Housing Department.

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

    a. Consideration of authorizing execution of amended Contracts for Sale under the Hazard Mitigation Grant Program.

    b. Receive and file budget modification and cover letter for Crystal Beach and High Island fire station projects.

    c. Receive and file FEMA model consultation agreement and related documents for use in the Severe Repetitive Loss Grant Program.

d. Consideration of authorizing the county judge to sign concurrence letter regarding subcontract for construction manager for Severe Repetitive Loss Grant Program.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Call Workshop into Order.

2. Break into Executive Session:

   Executive Session - The Commissioners Court will enter into executive session as permitted under the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapter 551.072 on real property at the following locations:

   a) Acquisition of 2001 Ball Galveston, Texas

   b) Sale of real property at Lowes Site, 54-57th Galveston, Texas

3. Reconvene Regularly Scheduled Meeting.

4. Update on Buyout Lease Program/RFP - John Simsen, Thad Leugemors.

5. Follow-up discussion 61st Street Boat Ramp and Washington Park Recreational Area submitted by Parks & Senior Services Director.

AGENDA ITEM #2

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I T Systems
Latoya Jordan

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

June 21 2011

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

Submitted by Cliff Billingsley, County Auditor
Approval of Accounts Payable checks dated 6/28/11
Orders for Payroll period ending 6/22/11 Bi-Weekly #13
IRS Mileage Rate Increase effective 7/1/2011
Submitted by Jeff Modzelewski, First Assistant Accounting

Submitted by Ron Chapa, First Assistant Internal Audit
Internal audit report of Justice of the Peace, Precinct 5 for period of 4/1/2010 through 3/31/2011 also attached is Honorable Judge Darrell A Apffel's response

AGENDA ITEM #2a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000209	**Payee Name: BAKER, STEPHEN W**		
06/13-19/11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978 50
ARI1100085	1101121000 - 5431301	Justice Administration - Relief Associate Judge	6,417 50
		Warrant Total:	**7,396.00**
Warrant #: VW 00000210	**Payee Name: BOB PAGAN FORD INC**		
225346	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,990 56
225714	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,214 47
226029	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	809 27
226031	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	186 33
226153	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	477 05
226216	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	431 01
		Warrant Total:	**5,108.69**
Warrant #: VW 00000212	**Payee Name: LONE STAR UNIFORMS INC**		
212476	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	2,598 35
213373	1101127100 - 5310000	District Attorney - Supplies and Materials	35 95
		Warrant Total:	**2,634.30**
Warrant #: VW 00000213	**Payee Name: SCHWAB-RADCLIFFE, SUZANNE**		
ARI1100084	1101121000 - 5431301	Justice Administration - Relief Associate Judge	3,198 17
		Warrant Total:	**3,198.17**
Warrant #: VW 00344551	**Payee Name: ABL MANAGEMENT INC**		
183265	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,048 90
183266	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,126 89
		Warrant Total:	**36,175.79**
Warrant #: VW 00344554	**Payee Name: AIRGAS - SOUTHWEST INC.**		
107476274	1101522020 - 5310000	Parks Department - Supplies and Materials	315 05
		Warrant Total:	**315.05**
Warrant #: VW 00344555	**Payee Name: ALAMO TITLE COMPANY**		
2011022731	1101000010 - 4414012	General Government - County Clerk Refund of Fees	28 00
		Warrant Total:	**28.00**
Warrant #: VW 00344556	**Payee Name: ALEX AIR CONDITIONING INC**		
150403	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	682 51
		Warrant Total:	**682.51**
Warrant #: VW 00344559	**Payee Name: ALWAYS SAFETY AND 1ST AID INC**		
27651	1101451110 - 5310000	Senior Citizens - Supplies and Materials	51 75
		Warrant Total:	**51.75**
Warrant #: VW 00344560	**Payee Name: AMBIT ENERGY LP**		
A1640270 0611	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	115 19
A2130476	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	57 89
A2325397	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	73 66
		Warrant Total.	**246.74**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00344562	**Payee Name: AMERIWASTE OF TEXAS LLC**		
42611	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 68
42641	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	170 35
42704	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	170 35
42792	1101522020 - 5481000	Parks Department - Contract Service	351 85
		Warrant Total:	**768.23**
Warrant #: VW 00344564	**Payee Name: ASHTON PARK APT**		
2602 21 ST N 713	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
2602 21 ST N2104	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**200.00**
Warrant #: VW 00344570	**Payee Name: BENNETT, JAMES M**		
10CR3103 061711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	856 00
		Warrant Total:	**856.00**
Warrant #: VW 00344572	**Payee Name: BLEYL, AMY RUTH WILSON**		
09CP0013 061511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
10CP0095 061511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**585.00**
Warrant #: VW 00344574	**Payee Name: BONDED MAINTENANCE COMPANY**		
2561701	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	2,371 50
		Warrant Total:	**2,371 50**
Warrant #: VW 00344575	**Payee Name: BOSWORTH PAPERS INC**		
1211224	1101159100 - 5310000	Information Technology - Supplies and Materials	117 85
		Warrant Total:	**117.85**
Warrant #: VW 00344576	**Payee Name: BRANNEN, DAVID**		
5/15-20/11 MEALS	1101159100 - 5496100	Information Technology - Travel	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00344578	**Payee Name: BUZBEE PROPERTIES INC**		
ARI1100078	1101123800 - 5426250	Justice Court Pct #8-2 - Rental Office Space	2,611 33
		Warrant Total:	**2,611.33**
Warrant #: VW 00344579	**Payee Name: CDW GOVERNMENT INC**		
XRF7451	1101291010 - 5310000	Emergency Management - Supplies and Materials	856 00
		Warrant Total:	**856.00**
Warrant #: VW 00344580	**Payee Name: CEASER, KENDRIC**		
11CR0961 062011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
		Warrant Total:	**650.00**
Warrant #: VW 00344581	**Payee Name: CEDRICK L MUHAMMAD PC**		
09CR3387 060311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	8,013 15
		Warrant Total:	**8,013.15**
Warrant #: VW 00344582	**Payee Name: CENTERPOINT ENERGY**		
46936837 061611	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	275 99
47972211 061411	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	22 38

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
48318612 061511	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	42 79
		Warrant Total:	**341.16**
Warrant #: VW 00344583	**Payee Name: CENTERPOINT ENERGY**		
47336524	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	60 75
		Warrant Total:	**60.75**
Warrant #: VW 00344584	**Payee Name: CHAIR TAI CHI**		
DSC0611A	1101451110 - 5481000	Senior Citizens - Contract Service	40 00
LSC0611A	1101451110 - 5481000	Senior Citizens - Contract Service	60 00
		Warrant Total:	**100.00**
Warrant #: VW 00344589	**Payee Name: CITY OF GALVESTON**		
211621	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	61 45
303211	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	62 00
522290	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	120 42
543720	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
610410	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**443.87**
Warrant #: VW 00344590	**Payee Name: CITY OF LA MARQUE**		
0160017605004	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344591	**Payee Name: CITY OF LEAGUE CITY**		
54750034230	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
		Warrant Total:	**100.00**
Warrant #: VW 00344592	**Payee Name: CITY OF TEXAS CITY**		
12760	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	42 62
		Warrant Total:	**42.62**
Warrant #: VW 00344595	**Payee Name: COASTAL COTTAGES INC**		
2320 AVE P 1/2 3	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344602	**Payee Name: CRISS, SUSAN**		
6/8-11/11 MLG	1101121000 - 5495100	Justice Administration - Education	252 96
		Warrant Total:	**252.96**
Warrant #: VW 00344603	**Payee Name: CROW'S NEST**		
501 DAVIS F303	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
501 DAVIS F307	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
501 DAVIS G105	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**300.00**
Warrant #: VW 00344604	**Payee Name: D M & S LLC**		
515 FM517 E #5	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344607	**Payee Name: DAVID P WALKER PC**		
11CR1433 060811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**32.50**
Warrant #: VW 00344608	**Payee Name: DAVID'S ISLAND**		
02266	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	5,806 00
02267	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,360 00
		Warrant Total:	**7,166.00**
Warrant #: VW 00344609	**Payee Name: DIAZ, MARK A**		
09CR3398 061610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,137 50
		Warrant Total:	**1,137.50**
Warrant #: VW 00344610	**Payee Name: DIRECT ENERGY LP**		
4077628	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	70 59
		Warrant Total:	**70.59**
Warrant #: VW 00344611	**Payee Name: DISHER, DAVID A**		
10CR2874 060611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
11CR0101 061611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	240 50
11CR0501 061311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**955.50**
Warrant #: VW 00344612	**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**		
9056	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	577 50
9057	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	177 96
		Warrant Total:	**755.46**
Warrant #: VW 00344614	**Payee Name: DPI ENERGY LLC**		
364197	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**100.00**
Warrant #: VW 00344615	**Payee Name: DPI ENERGY LLC**		
347674	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344616	**Payee Name: DRAGONY, RACHEL ANN**		
11CR0661 060711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
		Warrant Total:	**617.50**
Warrant #: VW 00344617	**Payee Name: DRAGONY, RACHEL ANN**		
301724 061311	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00344619	**Payee Name: DUNNE-BURNETT, JENNIFER**		
5/26-6/3/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	58 14
		Warrant Total:	**58.14**
Warrant #: VW 00344622	**Payee Name: EMC CORPORATION**		
52011300250	1101159100 - 5423500	Information Technology - Maintenance of Software	23,664 00
52011300250A	1101159100 - 5423500	Information Technology - Maintenance of Software	7,293 00
5207213367	1101159100 - 5481000	Information Technology - Contract Service	11,081 25
		Warrant Total:	**42,038.25**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00344624	**Payee Name: EZELL, ROGER**		
6/15/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	48 25
		Warrant Total:	**48.25**
Warrant #: VW 00344625	**Payee Name: FAULIN, DOUGLAS E**		
061711 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	506 56
062311 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	759 84
		Warrant Total:	**1,266.40**
Warrant #: VW 00344626	**Payee Name: FAUS, SALVADOR**		
04FD3121 060211	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	243 75
		Warrant Total:	**243.75**
Warrant #: VW 00344627	**Payee Name: FIRETRON INC**		
17624	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	547 50
		Warrant Total:	**547.50**
Warrant #: VW 00344628	**Payee Name: FIRST CHOICE POWER**		
655001101319260C	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	60 00
		Warrant Total:	**60.00**
Warrant #: VW 00344630	**Payee Name: FULK, GEORGE BYRON**		
11CR1012 060911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00344634	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
2011 MEALS	1101211132 - 5496153	M H M R -Sheriff - In-State Transport	32 80
711517	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	100 00
711521	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	100 00
711523	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	200 00
		Warrant Total:	**432.80**
Warrant #: VW 00344635	**Payee Name: GALVESTON COUNTY WCID #1**		
0100054088009	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	75 38
		Warrant Total:	**75.38**
Warrant #: VW 00344636	**Payee Name: GALVESTON COUNTY WCID #1**		
0030064065 06061	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	76 06
01200500039 6131	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	73 06
		Warrant Total:	**149.12**
Warrant #: VW 00344637	**Payee Name: GALVESTON COUNTY WCID #19**		
273	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	110 60
		Warrant Total:	**110.60**
Warrant #: VW 00344638	**Payee Name: GALVESTON HOUSING AUTHORITY**		
1221 21ST ST 520	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344639	**Payee Name: GATES MACHINE SHOP**		
018690	1101522020 - 5428000	Parks Department - Grounds Maintenance	820 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**820.00**
Warrant #: VW 00344640	**Payee Name: GELB, JEFFREY**		
309188 061711	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	715 00
		Warrant Total:	**715.00**
Warrant #: VW 00344641	**Payee Name: GELB, JEFFREY**		
11CR0036A	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227.50
		Warrant Total:	**227.50**
Warrant #: VW 00344642	**Payee Name: GHG CORPORATION**		
19433	1101159100 - 5481000	Information Technology - Contract Service	475 00
		Warrant Total:	**475.00**
Warrant #: VW 00344643	**Payee Name: GILLMAN, MICHAEL DAVID**		
11CR1612 061011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
		Warrant Total:	**178 75**
Warrant #: VW 00344644	**Payee Name: GLYWASKY, DONALD**		
6/1-3/11 TRVL	1101153000 - 5496100	Legal Department - Travel	187 98
6/1-3/11 TRVL	1101153000 - 5496301	Legal Department - Auto Mileage	222 36
		Warrant Total:	**410.34**
Warrant #: VW 00344645	**Payee Name: GOVDEALS INC**		
918032011	1101000000 - 2295011	General Fund - Due to Website Auctioneer	2,347 87
918042011	1101000000 - 2295011	General Fund - Due to Website Auctioneer	189 99
		Warrant Total:	**2,537.86**
Warrant #: VW 00344646	**Payee Name: GREEN MOUNTAIN ENERGY CO**		
2304PYV	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344647	**Payee Name: GULF COAST CENTURY**		
84112	1101128100 - 5494100	Pre-Trial Release - Printing	800 00
84114	1101114000 - 5310000	County Clerk - Supplies and Materials	312 00
		Warrant Total:	**1,112.00**
Warrant #: VW 00344649	**Payee Name: HAYNES, BRENT**		
6/5-8/11 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	16 32
		Warrant Total:	**16.32**
Warrant #: VW 00344651	**Payee Name: HEAT TRANSFER SOLUTIONS INC**		
55526	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	675 00
		Warrant Total:	**675.00**
Warrant #: VW 00344652	**Payee Name: HENSON, MIKE**		
6/14-17/11 TRVL	1101211133 - 5496100	Sheriff-Corrections - Travel	376 58
		Warrant Total:	**376.58**
Warrant #: VW 00344656	**Payee Name: HOUSTON EQUIPMENT COMPANY**		
180402	1101126100 - 5310000	District Clerk - Supplies and Materials	418 00
180418	1101151300 - 5423000	County Auditor - Maint/Repairs Equipment	282 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**700.50**
Warrant #: VW 00344659	**Payee Name: IBRAHIM & ELLIOTT LLP**		
11CR0074 062011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
		Warrant Total:	**406.25**
Warrant #: VW 00344660	**Payee Name: IBRAHIM & ELLIOTT LLP**		
10CR3866 062011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75
310132 061511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	390 00
		Warrant Total:	**893.75**
Warrant #: VW 00344662	**Payee Name: JACKSON, CALVIN C**		
303315 061011	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00344663	**Payee Name: JACKSON, CALVIN C**		
311484 061411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	312 00
		Warrant Total:	**312.00**
Warrant #: VW 00344666	**Payee Name: JIMENEZ, JOAQUIN**		
313322 062211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00344667	**Payee Name: JONES LAW FIRM**		
09CR2135 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,743 00
		Warrant Total:	**2,743.00**
Warrant #: VW 00344668	**Payee Name: JONES, STACEY LEE**		
ARI1100079	1101127100 - 5481000	District Attorney - Contract Service	3,599 75
		Warrant Total:	**3,599.75**
Warrant #: VW 00344669	**Payee Name: JP MORGAN CHASE**		
0158367 CLARK	1101110000 - 5496100	General Government - Travel	395 17
		Warrant Total:	**395.17**
Warrant #: VW 00344670	**Payee Name: KILGORE, JEFFREY A**		
011CP0051 062011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	230 00
		Warrant Total:	**230.00**
Warrant #: VW 00344671	**Payee Name: KINGWOOD COMMUNITY**		
3501 25TH #244	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344672	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1512	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,285 40
1520	1101121000 - 5310000	Justice Administration - Supplies and Materials	107 08
1532	1101291010 - 5310000	Emergency Management - Supplies and Materials	47 60
		Warrant Total:	**1,440.08**
Warrant #: VW 00344674	**Payee Name: KVL INVESTMENTS**		
9000 SCHIRO RD11	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**100.00**
Warrant #: VW 00344675	**Payee Name: LAIRD & ASSO PLLC**		
11JV0047 062011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00344676	**Payee Name: LEATHERS, BILL**		
11CR0905 061711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**487 50**
Warrant #: VW 00344678	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
176745	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,668.05
177632	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	385 04
177805	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,701 11
177806	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	161.50
177846	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	336 36
177914	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	156 00
177935	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	157 85
178031	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
178053	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31 25
178077	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	89 76
178112	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	48 00
178118	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
178138	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
178140	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	145 92
		Warrant Total:	**4,964.84**
Warrant #: VW 00344679	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20111898	1101190100 - 5481000	County Engineer - Contract Service	5,100 00
		Warrant Total:	**5,100.00**
Warrant #: VW 00344680	**Payee Name: LOFTON, FLORA**		
3702 MCKINNEY EX	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344681	**Payee Name: LONGCOY, TINA**		
6/12-16/11 TVL	1101126100 - 5495100	District Clerk - Education	450 00
6/12-16/11 TVL	1101126100 - 5496100	District Clerk - Travel	97 00
6/12-16/11 TVL	1101126100 - 5496301	District Clerk - Auto Mileage	326.40
		Warrant Total:	**873.40**
Warrant #: VW 00344682	**Payee Name: MABES HAULING**		
6323	1101522020 - 5428000	Parks Department - Grounds Maintenance	85 00
		Warrant Total:	**85.00**
Warrant #: VW 00344683	**Payee Name: MACKEY, PERRY A**		
150 PECAN DR 803	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344684	**Payee Name: MAHONEY, KAREN A**		
09CP0091 061411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,735 50
101CP0118 120610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	955 50

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Invoice Number	Account Info		Amount
		Warrant Total:	**2,691.00**
Warrant #: VW 00344686	**Payee Name: MARTIN, THOMAS A**		
08CR1709 061011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
10CR1994 051611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	864 50
10CR2715 061011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	675 00
		Warrant Total:	**1,799.50**
Warrant #: VW 00344687	**Payee Name: MARTY'S CITY AUTO INC**		
2391	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	972 80
9350	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	100 00
		Warrant Total:	**1,072.80**
Warrant #: VW 00344688	**Payee Name: MASTER WORD SERVICE INC**		
42183	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	4,753 65
		Warrant Total:	**4,753.65**
Warrant #: VW 00344690	**Payee Name: MEDTECH FORENSICS INC**		
14443	1101211131 - 5310000	Identification Division - Supplies and Materials	498 00
		Warrant Total:	**498.00**
Warrant #: VW 00344693	**Payee Name: MTI SERVICES LLC**		
4652	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	1,350 00
4672	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	750 00
4673	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	1,405 00
4674	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	1,275 00
4675	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	1,455 00
		Warrant Total:	**6,235.00**
Warrant #: VW 00344694	**Payee Name: MUELLER, DINAH J**		
10CP0028 061411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	913 90
		Warrant Total:	**913.90**
Warrant #: VW 00344695	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
43681	1101522020 - 5426106	Parks Department - Uniform Leasing	20 50
43683	1101522020 - 5481000	Parks Department - Contract Service	9 46
		Warrant Total:	**29.96**
Warrant #: VW 00344699	**Payee Name: NICHOLSON, CONNIE**		
MAR 2011 MLG	1101151400 - 5496301	Professional Services - Auto Mileage	114.75
		Warrant Total:	**114.75**
Warrant #: VW 00344702	**Payee Name: NRG ENERGY INC**		
B/D 062311	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	232,136 27
		Warrant Total:	**232,136.27**
Warrant #: VW 00344703	**Payee Name: NRG ENERGY INC**		
51607331	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
77242857	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
79902086	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
80510316	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	101 14
90406430	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	111 68

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Invoice Number	Account Info		Amount
		Warrant Total:	**512.82**
Warrant #: VW 00344704	**Payee Name: ONE OAKELAKE IV LLC**		
2263 CIBOLA RD	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
226S CIBOLA RD	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00344705	**Payee Name: ONEOK INC**		
9102955121135937	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	37 99
9108972852325274	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	19 44
		Warrant Total:	**57.43**
Warrant #: VW 00344707	**Payee Name: ORIENTAL TRADING COMPANY**		
64510315101	1101451110 - 5310000	Senior Citizens - Supplies and Materials	106 53
		Warrant Total:	**106.53**
Warrant #: VW 00344708	**Payee Name: OTIS ELEVATOR CO CORP**		
TG04457711	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	2,774 82
		Warrant Total:	**2,774.82**
Warrant #: VW 00344709	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645419069	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	390 00
2645419406	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	952 50
		Warrant Total:	**1,342.50**
Warrant #: VW 00344711	**Payee Name: PALMER, MICHAEL**		
11CR1371 061611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00344712	**Payee Name: PARK UNIVERSITY ENTERPRISES INC**		
12690865	1101522020 - 5495100	Parks Department - Education	79 00
		Warrant Total:	**79.00**
Warrant #: VW 00344715	**Payee Name: PENGAD**		
30627901	1101121000 - 5310000	Justice Administration - Supplies and Materials	98 07
		Warrant Total:	**98.07**
Warrant #: VW 00344716	**Payee Name: PENINSULA SANITATION SERVICE INC**		
57133	1101110000 - 5429301	General Government - Nuisance Abatement	2,700 00
		Warrant Total:	**2,700.00**
Warrant #: VW 00344717	**Payee Name: PESTMASTER SERVICES INC**		
8477	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 40
		Warrant Total:	**50.40**
Warrant #: VW 00344718	**Payee Name: PINE FOREST APARTMENTS**		
73	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344719	**Payee Name: PINNACLE MEDICAL MANAGEMENT CORP**		
39045	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	414 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**414.00**
Warrant #: VW 00344720	**Payee Name: PIPE MASTER PLUMBING LLC**		
1552	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	514 00
1553	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	472 00
		Warrant Total:	**986.00**
Warrant #: VW 00344721	**Payee Name: POWELL, SUSAN**		
311471 061611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	178 75
		Warrant Total:	**178.75**
Warrant #: VW 00344723	**Payee Name: PRINTECH INC**		
IN57673	1101159100 - 5310000	Information Technology - Supplies and Materials	684 00
IN57673	1101159100 - 5311140	Information Technology - Postage	17 89
		Warrant Total:	**701.89**
Warrant #: VW 00344724	**Payee Name: PRODUCTIVITY CENTER INC**		
GCCP361511	1101223800 - 5481000	Constable Pct #8 - Contract Service	295 00
		Warrant Total:	**295.00**
Warrant #: VW 00344726	**Payee Name: QUINTANILLA, DONNIE**		
11CR8006 061511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 75
		Warrant Total:	**243.75**
Warrant #: VW 00344727	**Payee Name: R M SILKSCREEN**		
E6163	1101159100 - 5312101	Information Technology - Uniform Expense	1,420 00
		Warrant Total:	**1,420.00**
Warrant #: VW 00344729	**Payee Name: RAMIREZ, TANYA E**		
JUN 2011	1101211101 - 5481000	Administration Sheriff Dept - Contract Service	3,862 50
		Warrant Total:	**3,862.50**
Warrant #: VW 00344730	**Payee Name: RDZ INVESTMENTS**		
1109 J #14	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344731	**Payee Name: REAVES, LEBERT**		
052511 MLG/TOLLS	1101159100 - 5496100	Information Technology - Travel	5 20
052511 MLG/TOLLS	1101159100 - 5496301	Information Technology - Auto Mileage	48 96
		Warrant Total:	**54.16**
Warrant #: VW 00344732	**Payee Name: RHONE INVESTMENTS**		
6909 PARK #5	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344733	**Payee Name: RIEBSCHLAGER, GARY M.**		
20113064CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	24 00
		Warrant Total:	**24.00**
Warrant #: VW 00344735	**Payee Name: RUSSELL, GREG**		
10CR1709 062111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**325.00**
Warrant #: VW 00344736	**Payee Name: SADLER, ANDREA**		
11CR0227 061611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	662 00
		Warrant Total:	**662.00**
Warrant #: VW 00344738	**Payee Name: SANTA FE AUTO PARTS INC**		
57744	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	208 11
58170	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	53 10
		Warrant Total:	**261.21**
Warrant #: VW 00344739	**Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS**		
408742	1101159100 - 5423500	Information Technology - Maintenance of Software	2,451 00
		Warrant Total:	**2,451.00**
Warrant #: VW 00344740	**Payee Name: SCHWAB, TAYLOR**		
10CR0516 062011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**487.50**
Warrant #: VW 00344742	**Payee Name: SEARS & BENNETT LLP**		
10CR2158 061411	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	1,000 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00344743	**Payee Name: SEASIDE ENTERPRISES INC**		
163960	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	24 48
164962	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	24.26
		Warrant Total:	**48.74**
Warrant #: VW 00344747	**Payee Name: SHIRLEY, JOE E**		
4419 BAYSHORE #3	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00344748	**Payee Name: SMITH, JAMES DENNIS**		
JAIL DKT 061711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00344749	**Payee Name: SMITH, STEVEN M**		
10CR0762 060311	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	7,800.00
		Warrant Total:	**7,800.00**
Warrant #: VW 00344751	**Payee Name: SOUTHERN KEYS**		
10CR1421 061511	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	700 00
		Warrant Total:	**700.00**
Warrant #: VW 00344756	**Payee Name: STEVE'S WAREHOUSE TIRES**		
68493	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	12 50
		Warrant Total:	**12.50**
Warrant #: VW 00344757	**Payee Name: STEVENS, MARK W**		
11CR0472 061611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 00
11CR0496 052711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	144 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**345.00**
Warrant #: VW 00344758	**Payee Name: STREAM ENERGY**		
1166454425	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	84 39
		Warrant Total:	**84.39**
Warrant #: VW 00344762	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
210116	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1 98
210120	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	16 84
210740	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	15 97
210742	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 56
210747	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	26 35
210751	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 98
210758	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	6 49
210759	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	10 56
210791	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	5 79
210795	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	15 75
210800	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	22.37
210813	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	9 25
210824	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7.13
210825	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	13 26
210844	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	38 28
210852	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	30 74
		Warrant Total:	**262.30**
Warrant #: VW 00344765	**Payee Name: TEXAS AGRILIFE EXTENSION**		
575678	1101522020 - 5495100	Parks Department - Education	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00344766	**Payee Name: TEXAS RECREATION AND PARK SOCIETY**		
JUNE32	1101522020 - 5498000	Parks Department - Membership And Dues	450 00
		Warrant Total:	**450.00**
Warrant #: VW 00344768	**Payee Name: TORRES, ROBERTO**		
05FD2673 061311	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	97 50
11CR1614 061611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 75
313094 062111	1101122200 - 5431232	County Court #2 - Roberts - Court Apptd Atty 56th Dist Cr	162 50
97FD2455 062011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	211 25
		Warrant Total:	**585.00**
Warrant #: VW 00344771	**Payee Name: TRUSCOTT, HELEN STEWART**		
10CP0066 061711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	507.00
10CP0121 061411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	799.50
		Warrant Total:	**1,306.50**
Warrant #: VW 00344772	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100016200851	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
900005390914 06	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	90 15
		Warrant Total:	**190.15**
Warrant #: VW 00344773	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100005566428	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	53 87
100014994042	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**153.87**
Warrant #: VW 00344775	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4571374	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	114 56
4768588	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	88 25
		Warrant Total:	**202.81**
Warrant #: VW 00344777	**Payee Name: UNISOURCE NATIONAL LENDER SERVICES**		
2011022736	1101000010 - 4414012	General Government - County Clerk Refund of Fees	16 00
		Warrant Total:	**16.00**
Warrant #: VW 00344778	**Payee Name: UNITED PARCEL SERVICE**		
0000135W56241	1101159100 - 5481000	Information Technology - Contract Service	14 15
000014217W241	1101159100 - 5481000	Information Technology - Contract Service	16 23
		Warrant Total:	**30.38**
Warrant #: VW 00344779	**Payee Name: UNIVERSAL TITLE PARTNERS LLC**		
2011017991	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00344783	**Payee Name: WEBER, WINIFRED B**		
11CR0965 062211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00344786	**Payee Name: XEROX CORPORATION**		
COG2001E1	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	69,329 37
		Warrant Total:	**69,329.37**
		FUND 1101 TOTAL:	**517,813.92**

FUND: 2101 Cnty Records Mgt & Preservatio

Warrant #: VW 00344701	**Payee Name: NOVELLI JR, ROSS**		
ARI1100082	2101116020 - 5481000	County Records Management - Contract Service	10,000 00
		Warrant Total:	**10,000.00**
		FUND 2101 TOTAL:	**10,000.00**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00344661	**Payee Name: IRON MOUNTAIN**		
DPA8323	2102114020 - 5311202	County Clerk Records Mangement - Microfilm Supplies	431 07
		Warrant Total:	**431.07**
Warrant #: VW 00344746	**Payee Name: SHI GOVT SOLUTIONS**		
GB00036701	2102114020 - 5310001	County Clerk Records Mangement - Depart Supplies-Non Cap	210 00
		Warrant Total:	**210.00**
		FUND 2102 TOTAL:	**641.07**

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Invoice Number	Account Info		Amount
FUND: 2131 DA Contraband Acct Aft 10/89			
Warrant #: VW 00344649	**Payee Name: HAYNES, BRENT**		
6/5-8/11 TRVL	2131127132 - 5495112	DA Contraband Acct Aft 10/89 - Training	349 38
		Warrant Total:	**349.38**
		FUND 2131 TOTAL:	**349.38**
FUND: 2212 Mediation Services Prog Fund			
Warrant #: VW 00344670	**Payee Name: KILGORE, JEFFREY A**		
10FD3118 062211	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**200.00**
		FUND 2212 TOTAL:	**200.00**
FUND: 2220 Adult Probation Fund			
Warrant #: VW 00344605	**Payee Name: DAITZ, JENNIFER**		
6/5-8/11 TCA	2220255101 - 5495112	Adult Probation - Training	215 00
		Warrant Total:	**215.00**
Warrant #: VW 00344781	**Payee Name: WALLACE, GERAL PAUL**		
CS#307528 RFD	2220255101 - 4342201	Adult Probation - Prgm Rv-Prob Supervisory Fees	540.00
		Warrant Total:	**540.00**
Warrant #: VW 00344784	**Payee Name: WEST PUBLISHING CORPORATION**		
823002838	2220255101 - 5310000	Adult Probation - Supplies and Materials	906 00
		Warrant Total:	**906.00**
		FUND 2220 TOTAL:	**1,661.00**
FUND: 2230 Juvenile Justice Fund			
Warrant #: VW 00344563	**Payee Name: ARAMARK CORRECTIONAL SERVICES**		
5474000442	2230256118 - 5481199	Detention - Food Service Contract	2,066 05
5474000442	2230256119 - 5481199	Post Program - Food Service Contract	664 60
5474000442	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	25 12
5474000443	2230256118 - 5481199	Detention - Food Service Contract	1,812 25
5474000443	2230256119 - 5481199	Post Program - Food Service Contract	756 31
		Warrant Total:	**5,324.33**
Warrant #: VW 00344672	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1521	2230256118 - 5313100	Detention - Cleaning & Household Supplies	783 96
		Warrant Total:	**783.96**
Warrant #: VW 00344734	**Payee Name: RUSCELLI, VINCENT**		
051511 SRVC	2230256105 - 5412114	Juv Justice - Administration - Psychological Evaluations/	200 00
		Warrant Total:	**200.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00344769	**Payee Name: TRAINING STRATEGIES INC**		
062011	2230256105 - 5495100	Juv Justice - Administration - Education	1,400 00
		Warrant Total:	**1,400.00**
Warrant #: VW 00344785	**Payee Name: WILLINGHAM, GARY**		
6/13-17/11SCHOOL	2230256118 - 5481000	Detention - Contract Service	360 00
		Warrant Total:	**360.00**
		FUND 2230 TOTAL:	**8,068.29**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000211	**Payee Name: KEYWORTHS HARDWARE INC**		
000174709	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	8 76
000176268	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	191 86
000176355	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	6 87
000176468	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	11 99
000177234	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	70 67
000177304	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1 79
000177540	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	85 00
		Warrant Total:	**376.94**
Warrant #: VW 00344557	**Payee Name: ALLIGARE LLC**		
12716	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	95 40
		Warrant Total:	**95.40**
Warrant #: VW 00344558	**Payee Name: ALVIN EQUIPMENT CO INC**		
IV46000	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	29 56
IV46020	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	270 70
		Warrant Total:	**300.26**
Warrant #: VW 00344566	**Payee Name: B & B ICE INC**		
3620805	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	174 15
		Warrant Total:	**174.15**
Warrant #: VW 00344567	**Payee Name: BACLIFF BUILDERS SUPPLY INC.**		
8598	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	81 86
		Warrant Total:	**81.86**
Warrant #: VW 00344569	**Payee Name: BAYGAS INC**		
8963	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	112 19
8974	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	116 53
		Warrant Total:	**228.72**
Warrant #: VW 00344585	**Payee Name: CHERRY CRUSHED CONCRETE**		
135131	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,857 76
135174	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,066 34
		Warrant Total:	**6,924.10**
Warrant #: VW 00344594	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
9117	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	4,399 62

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Invoice Number	Account Info		Amount
9121	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	9,928 20
9148	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	11,052 33
		Warrant Total:	**25,380.15**
Warrant #: VW 00344598	**Payee Name: COOL RITE AIR/HEAT**		
6/2/11	2301312110 - 5424000	Administration - Maint & Repairs Buildings	255 00
		Warrant Total:	**255.00**
Warrant #: VW 00344600	**Payee Name: CRAFCO TEXAS INC**		
0027866IN	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,508 00
		Warrant Total:	**1,508.00**
Warrant #: VW 00344601	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2759	2301312110 - 5424000	Administration - Maint & Repairs Buildings	77 65
		Warrant Total:	**77.65**
Warrant #: VW 00344620	**Payee Name: DURWOOD GREENE CONSTRUCTION CO**		
5 RTNG	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	3,321 05
		Warrant Total:	**3,321.05**
Warrant #: VW 00344631	**Payee Name: GALCO HARDWARE & SUPPLY LLC**		
A20381946	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	177 99
		Warrant Total:	**177.99**
Warrant #: VW 00344653	**Payee Name: HERITAGE-CRYSTAL CLEAN LLC**		
11752427	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,585 30
		Warrant Total:	**1,585.30**
Warrant #: VW 00344654	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H28010	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	84 90
		Warrant Total:	**84.90**
Warrant #: VW 00344685	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
277250	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	-100 10
284230	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	474 00
284231	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,958 00
284232	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,050 00
		Warrant Total:	**5,381.90**
Warrant #: VW 00344689	**Payee Name: MCREE FORD INC**		
344625	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	149 87
345342	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	636 98
		Warrant Total:	**786.85**
Warrant #: VW 00344710	**Payee Name: OZARKA NATURAL SPRING WATER**		
01F0122815046	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	57 01
		Warrant Total:	**57.01**
Warrant #: VW 00344713	**Payee Name: PAT'S**		
00026729	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	63 00
00026755	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	17 00
		Warrant Total:	**80.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00344725	**Payee Name: PROLINE MATERIALS INC**		
3700	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	5,034 71
		Warrant Total:	**5,034.71**
Warrant #: VW 00344738	**Payee Name: SANTA FE AUTO PARTS INC**		
55541	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	843 38
55852	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	318 78
56035	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	7 90
56149	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	4 55
56152	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	53 63
56194	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	74 58
56297	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	61 53
56361	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	182 13
56363	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	131 68
56410	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	799 90
56415	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	95 70
56456	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	7 92
56461	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	9 38
56548	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	27 99
56657	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	32 78
56674	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	419 90
56770	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	37 80
56777	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	82 46
56784	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	89 95
56787	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	27 48
56854	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	30 83
56907	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	452 50
56908	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	98 30
56910	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	27 90
56914	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	15 00
56919	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	9 98
56936	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	11 85
56993	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 85
57030	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	347 79
57058	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	289 13
57149	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	47 88
57364	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	20 00
57571	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	39 95
57574	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	4 74
57619	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	90 15
57775	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	404 26
		Warrant Total:	**5,214.53**
Warrant #: VW 00344743	**Payee Name: SEASIDE ENTERPRISES INC**		
173285	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	34 37
173308	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	22 74
173906	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	9 18
173928	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	198 02
		Warrant Total:	**264.31**
Warrant #: VW 00344745	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
13017	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	116 95

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Invoice Number	Account Info		Amount
		Warrant Total:	**116.95**
Warrant #: VW 00344750	**Payee Name: SOUTHERN CRUSHED CONCRETE LLC**		
201110974	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	82 00
		Warrant Total:	**82.00**
Warrant #: VW 00344753	**Payee Name: SOUTHWEST T & I INC**		
1895174	2301312110 - 5481000	Administration - Contract Service	584 64
1905863	2301312110 - 5481000	Administration - Contract Service	284 20
		Warrant Total:	**868.84**
Warrant #: VW 00344755	**Payee Name: STANDARD STEEL SUPPLY INC**		
514746	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	81 09
		Warrant Total:	**81.09**
Warrant #: VW 00344761	**Payee Name: SUN COAST RESOURCES INC**		
90942457	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	-15,017 58
90942471	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	15,125.33
		Warrant Total:	**107.75**
Warrant #: VW 00344764	**Payee Name: TENNILLE INC**		
62550	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	490 00
		Warrant Total:	**490.00**
Warrant #: VW 00344780	**Payee Name: VULCAN INCORPORATED**		
201730	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	422 50
		Warrant Total:	**422.50**
		FUND 2301 TOTAL:	**59,559.91**

FUND: 2370 Flood Control Fund

Warrant #: VW 00000211	**Payee Name: KEYWORTHS HARDWARE INC**		
000176258	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	196 65
000176512	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	2 49
000177225	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	68 97
		Warrant Total:	**268.11**
Warrant #: VW 00344598	**Payee Name: COOL RITE AIR/HEAT**		
6/23/11	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	11,300 00
		Warrant Total:	**11,300.00**
Warrant #: VW 00344601	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2758	2370296121 - 5481000	Seawall Maintenance - Contract Service	159 30
L2760	2370296121 - 5481000	Seawall Maintenance - Contract Service	106 20
		Warrant Total:	**265.50**
Warrant #: VW 00344698	**Payee Name: NGUYEN, LINH**		
138958	2370000010 - 4412303	General Government - Building Inspector Fees	30 00
		Warrant Total:	**30.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00344710	**Payee Name: OZARKA NATURAL SPRING WATER**		
01F0122815095	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	53 02
		Warrant Total:	**53.02**
Warrant #: VW 00344741	**Payee Name: SEABREEZE CULVERT INC**		
32990	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	967 98
		Warrant Total:	**967.98**
Warrant #: VW 00344750	**Payee Name: SOUTHERN CRUSHED CONCRETE LLC**		
201111536	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	6,884 70
		Warrant Total:	**6,884.70**
Warrant #: VW 00344752	**Payee Name: SOUTHWEST GALVANIZING INC**		
279636	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	537 50
		Warrant Total:	**537.50**
		FUND 2370 TOTAL:	**20,306.81**

FUND: 2401 Public Health Fund

Warrant #: VW 00344645	**Payee Name: GOVDEALS INC**		
918042011	2401000000 - 2295011	Public Health - Due to Website Auctioneer	31 91
		Warrant Total:	**31.91**
		FUND 2401 TOTAL:	**31.91**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00344553	**Payee Name: ADAPCO INC**		
85061	2410411100 - 5313301	Mosquito Control District - Insecticides	88,625 00
		Warrant Total:	**88,625.00**
Warrant #: VW 00344597	**Payee Name: COFEJO HARDWARE INC**		
266560	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	29 49
		Warrant Total:	**29.49**
Warrant #: VW 00344655	**Payee Name: HOME DEPOT**		
0013078	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	134 58
		Warrant Total:	**134.58**
Warrant #: VW 00344672	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1530	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	304 99
		Warrant Total:	**304.99**
Warrant #: VW 00344782	**Payee Name: WAUKESHA-PEARCE IND INC**		
25385613	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	154 37
		Warrant Total:	**154.37**

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Invoice Number	Account Info		Amount
		FUND 2410 TOTAL:	**89,248.43**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00344633 **Payee Name: GALVESTON COUNTY HEALTH DISTRICT**

1631	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	207 00
		Warrant Total:	**207.00**

Warrant #: VW 00344669 **Payee Name: JP MORGAN CHASE**

0158311 PEDEN	2501443300 - 5495100	Child Welfare - Education	1,336 83
0158312 BROWN	2501443300 - 5495100	Child Welfare - Education	409 97
		Warrant Total:	**1,746.80**
		FUND 2501 TOTAL:	**1,953.80**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00344558 **Payee Name: ALVIN EQUIPMENT CO INC**

CR12296	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	-176 07
		Warrant Total:	**-176.07**

Warrant #: VW 00344689 **Payee Name: MCREE FORD INC**

344527	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	1,085 98
345218	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	144 65
		Warrant Total:	**1,230.63**

Warrant #: VW 00344695 **Payee Name: MUNRO'S UNIFORM SERVICES LTD**

43680	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
		Warrant Total:	**4.25**

Warrant #: VW 00344696 **Payee Name: MUSTANG RENTAL SERVICES INC**

02060129	2601544042 - 5426100	Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	4,504 32
02060130	2601544042 - 5426100	Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	5,678 01
		Warrant Total:	**10,182.33**

Warrant #: VW 00344743 **Payee Name: SEASIDE ENTERPRISES INC**

172470	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	54 55
172550	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	12 23
172772	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	62 69
172867	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	15 00
		Warrant Total:	**144.47**
		FUND 2601 TOTAL:	**11,385.61**

FUND: 2824 Adult Probation Community

Warrant #: VW 00344706 **Payee Name: ORDAZ, WILLIAM**

MAY 2011 MLG	2824255137 - 5496301	Sex Offender Supervision - Auto Mileage	218 28
		Warrant Total:	**218.28**

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Invoice Number	Account Info		Amount
		FUND 2824 TOTAL:	**218.28**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00344621 **Payee Name: EFFINGER, ERIKA**

MAY 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	223 38
		Warrant Total:	**223.38**

Warrant #: VW 00344648 **Payee Name: HARDY, CHARLOTTE L**

MAY 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	241 23
		Warrant Total:	**241.23**

Warrant #: VW 00344714 **Payee Name: PEGASUS SCHOOLS INC**

6/4,8/11 RMB CLO	2841256111 - 5312100	State Aid Grant A - Clothing Expense	150 00
		Warrant Total:	**150.00**

FUND 2841 TOTAL:	**614.61**

FUND: 2842 Community Corrections

Warrant #: VW 00344573 **Payee Name: BOB BARKER CO INC**

WEB000174779	2842256177 - 5312100	Community Corr "Y" Grant - Clothing Expense	170 28
		Warrant Total:	**170.28**

FUND 2842 TOTAL:	**170.28**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00344565 **Payee Name: AT&T MOBILITY**

2870246075050611	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	56 16
		Warrant Total:	**56.16**

Warrant #: VW 00344587 **Payee Name: CITY OF GALVESTON**

S0015525	2864211127 - 5100000	Auto Task Force - Salaries	4,907 00
S0015525	2864211127 - 5130000	Auto Task Force - Overtime	467 17
		Warrant Total:	**5,374.17**

Warrant #: VW 00344588 **Payee Name: CITY OF GALVESTON**

S0015563	2864211127 - 5100000	Auto Task Force - Salaries	4,907 00
S0015563	2864211127 - 5130000	Auto Task Force - Overtime	127 41
		Warrant Total:	**5,034.41**

Warrant #: VW 00344613 **Payee Name: DOOLITTLE, VIRGINIA**

6/6-17/11 MLG	2864211127 - 5496100	Auto Task Force - Travel	405 45
		Warrant Total:	**405.45**

Warrant #: VW 00344645 **Payee Name: GOVDEALS INC**

918032011	2864000000 - 2295011	Galv Co Auto Crimes Task Force - Due to Website Auctionee	2,433 76
		Warrant Total:	**2,433.76**

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Invoice Number	Account Info		Amount
Warrant #: VW 00344697	**Payee Name: NEXTEL OF TEXAS INC**		
990957730063	2864211127 - 5492111	Auto Task Force - Telephone Cellular	851 67
		Warrant Total:	**851.67**
Warrant #: VW 00344754	**Payee Name: SPRINT SPECTRUM LP**		
692298810043	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	349 93
		Warrant Total:	**349.93**
		FUND 2864 TOTAL:	**14,505.55**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00344552	**Payee Name: ACS STATE & LOCAL SOLUTIONS INC**		
648330	2914152500 - 5519050	Administration - ACS Fixed Fee	61,985 00
648330	2914152500 - 5519051	Administration - ACS Labor	478,577 30
648330	2914152511 - 5519034	Ownr-Occupied Rehab - Unit Cst - Hist Review	1,158 00
648330	2914152512 - 5519030	Ownr-Occupied Reconstruction - Unit Cst-Initial Insp	20,370 00
648330	2914152512 - 5519031	Ownr-Occupied Reconstruction - Unit Cst-Prog Insp	9,215 00
648330	2914152512 - 5519032	Ownr-Occupied Reconstruction - Unit Cst-Final Insp	3,696 00
648330	2914152512 - 5519033	Ownr-Occupied Reconstruction - Unit Cst-Envr Review	452 00
648330	2914152512 - 5519034	Ownr-Occupied Reconstruction - Unit Cst - Hist Review	5,404 00
648330	2914152512 - 5519035	Ownr-Occupied Reconstruction - Unit Cst-Closing Svc	4,095 00
648330	2914152512 - 5519037	Ownr-Occupied Reconstruction - Unit Cst-Rec Fees	261 00
648330	2914152540 - 5519052	Project Delivery - Prj Deliv-Tax & Parcel ID	30 00
648330	2914152540 - 5519053	Project Delivery - Proj Delivery-Ident Verific	112 00
648330	2914152540 - 5519055	Project Delivery - Proj Delivery-Full Title Srch	3,195.00
		Warrant Total:	**588,550.30**
Warrant #: VW 00344561	**Payee Name: AMERICAN HOME BUILDERS INC.**		
MA1067101	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,775 79
MA1067101	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	29,557 92
MA1067101	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	18,200 00
		Warrant Total:	**42,982.13**
Warrant #: VW 00344577	**Payee Name: BURGHLI HOMES PROMENADE HOMES JV**		
1102066	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,932.61
1102066	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	69,326 13
111 100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,282.96
111 100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,830 58
1124866	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-8,608 06
1124866	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	65,830 58
1124866	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	20,250 00
1139766	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,963 65
1139766	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	79,636 53
1147733	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,501 18
1147733	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,011 80
		Warrant Total:	**272,597.16**
Warrant #: VW 00344618	**Payee Name: DSW HOMES LLC**		
110719	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,677 91
110719	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	56,779 07
112017	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,968 25

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
112017	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	59,682.50
		Warrant Total:	**104,815.41**
Warrant #: VW 00344664	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
21259 061711	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	5,585 00
21871 060911	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,286 00
22051 061611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	986 00
22108 062111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,073 00
22123 062211	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,002 00
22124 061611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,480 00
22125 061511	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,152 00
		Warrant Total:	**12,564.00**
Warrant #: VW 00344722	**Payee Name: PRIEST, DANIEL J**		
1000	2914152511 - 5519020	Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	3,119 03
		Warrant Total:	**3,119.03**
Warrant #: VW 00344760	**Payee Name: SULLIVAN LAND SERVICES LTD**		
2011267	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-10,054 36
2011267	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	100,543 62
2011298	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-9,540 90
2011298	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	95,408.98
2011300	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,275 33
2011300	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	72,753 29
2011310	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,397.44
2011310	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	62,061 38
2011310	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	11,913 00
2011312	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,673 82
2011312	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	76,738.24
2011313	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-10,992 73
2011313	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	86,642.48
2011313	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	23,284 80
		Warrant Total:	**476,411.21**
		FUND 2914 TOTAL:	**1,501,039.24**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00344596	**Payee Name: COASTAL SURVEYING OF TEXAS**		
110438	2915299722 - 5481000	CDBG Non-Housing Administratio - Contract Service	500.00
		Warrant Total:	**500.00**
Warrant #: VW 00344673	**Payee Name: KLOTZ ASSOC INC**		
511063R	2915291016 - 5481000	County Wide Drainage - Contract Service	151,034 38
		Warrant Total:	**151,034.38**
		FUND 2915 TOTAL:	**151,534.38**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00344620 **Payee Name: DURWOOD GREENE CONSTRUCTION CO**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
5 RTNG	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	57,862 85
		Warrant Total:	**57,862.85**
Warrant #: VW 00344658	**Payee Name: HUITT-ZOLLARS INC**		
212230112	2994299354 - 5481000	Engineering for Bolivar - Contract Service	9,872 70
		Warrant Total:	**9,872.70**
Warrant #: VW 00344763	**Payee Name: SWCA INC**		
4056	2994299761 - 5481000	Ft Travis Roadway/Walkway - Contract Service	715 96
		Warrant Total:	**715.96**
		FUND 2994 TOTAL:	**68,451.51**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00344767	**Payee Name: THIRDWAVE CORPORATION**		
111774	3100159126 - 5754104	IT Capital Projects - Scanning	2,032 00
		Warrant Total:	**2,032.00**
		FUND 3100 TOTAL:	**2,032.00**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00344568	**Payee Name: BATSCHE DESIGN INC**		
163011011	3120179135 - 5728121	Mid-County Annex - Capital Const-Architect Fees	450 00
		Warrant Total:	**450.00**
Warrant #: VW 00344770	**Payee Name: TREADWELL ELECTRIC CONTRACTORS INC**		
8 060811	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,575 00
8 060811	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	31,500 00
		Warrant Total:	**29,925.00**
Warrant #: VW 00344776	**Payee Name: UNBEHAGEN, O C**		
ARI1100083	3120179010 - 5481000	Administration - Contract Service	6,666 66
		Warrant Total:	**6,666.66**
		FUND 3120 TOTAL:	**37,041.66**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00344606	**Payee Name: DANNENBAUM ENGINEERING CORP**		
4157XX/49/11	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	76,100 00
		Warrant Total:	**76,100.00**
Warrant #: VW 00344700	**Payee Name: NORVAREM S.A.U.**		
23 052611	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	96,902 56
		Warrant Total:	**96,902.56**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
		FUND 3310 TOTAL:	**173,002.56**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00344550 **Payee Name: AAA ASPHALT PAVING INC**

3 053111	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-8,823 38
3 053111	3312312112 - 5731140	County Road - Caroline	176,467 58
		Warrant Total:	**167,644.20**

Warrant #: VW 00344571 **Payee Name: BINKLEY & BARFIELD INC**

16135	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	1,194 43
16136	3312312111 - 5731134	Non-County Roads - Stewart Rd Re-Aligned	2,187 98
		Warrant Total:	**3,382.41**

Warrant #: VW 00344593 **Payee Name: CITY OF TEXAS CITY**

2 050911	3312312111 - 5731174	Non-County Roads - Amburn Rd	797,535 44
		Warrant Total:	**797,535.44**

Warrant #: VW 00344679 **Payee Name: LJA ENGINEERING & SURVEYING INC**

20111661	3312312112 - 5731011	County Road - Roads-Pct #1	21,989 38
20111952	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	7,371 00
20112359	3312312112 - 5731011	County Road - Roads-Pct #1	6,393 27
		Warrant Total:	**35,753.65**

Warrant #: VW 00344728 **Payee Name: R W LUCAS CONSTRUCTION LLC**

5 053111	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-11,424 33
5 053111	3312312112 - 5731011	County Road - Roads-Pct #1	228,486 50
		Warrant Total:	**217,062.17**

Warrant #: VW 00344744 **Payee Name: SHELMARK ENGINEERING L.L.C.**

4541	3312312111 - 5731165	Non-County Roads - Caroline	11,877 52
		Warrant Total:	**11,877.52**

FUND 3312 TOTAL: 1,233,255.39

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00344692 **Payee Name: MODJESKI AND MASTERS INC**

213821	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	95,632 44
		Warrant Total:	**95,632.44**

FUND 3315 TOTAL: 95,632.44

FUND: 3370 Ltd Tax Flood Control Bds Sr09

Warrant #: VW 00344599 **Payee Name: COSTELLO, INC.**

22943	3370313202 - 5734306	County Flood Control Projects - FM 646	14,945 64
		Warrant Total:	**14,945.64**

Warrant #: VW 00344632 **Payee Name: GALVESTON COUNTY CONSOLIDATED**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
081018	3370313202 - 5734252	County Flood Control Projects - Dickinson Bayou Proj	330,445 14
		Warrant Total:	**330,445.14**
Warrant #: VW 00344665	**Payee Name: JAMES CONSTRUCTION GROUP LLC**		
2 063011	3370000000 - 2070001	Ltd Tax Flood Control Bds Sr09 - Contract Payable Retaina	-42,270 01
2 063011	3370313202 - 5734306	County Flood Control Projects - FM 646	845,400 20
		Warrant Total:	**803,130.19**
		FUND 3370 TOTAL:	**1,148,520.97**

FUND: 3373 Gal Cnty Cert of Oblig Sr 2008

Warrant #: VW 00344657	**Payee Name: HUGH PATRICK CONSTRUCTORS**		
4852	3373000000 - 2070001	Gal Cnty COB Series 2008 - Contract Payable Retainage	875 87
		Warrant Total:	**875.87**
		FUND 3373 TOTAL:	**875.87**

FUND: 4358 Pass Thru Toll Rv-Ltd TxBdSr07

Warrant #: VW 00344774	**Payee Name: U S BANK NATIONAL ASSOCIATION**		
2792571	4358810620 - 5850000	Pass Thru Toll Rv LtTxBdSr07 - Paying Agent Fees	400 00
		Warrant Total:	**400.00**
		FUND 4358 TOTAL:	**400.00**

FUND: 6123 Group Insurance Fund

Warrant #: VW 00344650	**Payee Name: HCA LOCKBOX**		
ARI1100080	6123155021 - 5481000	Group Insurance - Contract Service	4,457 73
		Warrant Total:	**4,457.73**
Warrant #: VW 00344677	**Payee Name: LEOPOLD, WILLIAM E**		
ARI1100081	6123155021 - 5481000	Group Insurance - Contract Service	2,975 00
		Warrant Total:	**2,975.00**
		FUND 6123 TOTAL:	**7,432.73**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00344586	**Payee Name: CIMA COMPANIES INC, THE**		
TXDICK11	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	302 20
		Warrant Total:	**302.20**
Warrant #: VW 00344601	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2737	6130151431 - 5491725	General Self Insurance - Insurance Property	11,236 34
		Warrant Total:	**11,236.34**
Warrant #· VW 00344664	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Invoice Number	Account Info		Amount
42115044824301	6130151431 - 5491725	General Self Insurance - Insurance Property	4,953.00
421150448247201	6130151431 - 5491725	General Self Insurance - Insurance Property	4,953 00
		Warrant Total:	**9,906.00**
		FUND 6130 TOTAL:	**21,444.54**

FUND: 7605 Escrow Fund

Warrant #: VW 00344623 **Payee Name: ESCOBEDO, MIGUEL**

93309	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	400.00
		Warrant Total:	**400.00**

Warrant #: VW 00344629 **Payee Name: FLOAT POOL BAR & PATIO**

93263	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	256 00
		Warrant Total:	**256.00**

Warrant #: VW 00344691 **Payee Name: MERCHANT, ROBERT**

93197	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	150 00
		Warrant Total:	**150.00**

Warrant #: VW 00344759 **Payee Name: STUCKER, WILLIAM**

CS#175888	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	20 00
		Warrant Total:	**20.00**
		FUND 7605 TOTAL:	**826.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Summary of All Funds

Fund		Amount
1101	General Fund	517,813 92
2101	Cnty Records Mgt & Preservatio	10,000 00
2102	Co Clerk Rec Mgt & Pres Fund	641 07
2131	DA Contraband Acct Aft 10/89	349 38
2212	Mediation Services Prog Fund	200 00
2220	Adult Probation Fund	1,661 00
2230	Juvenile Justice Fund	8,068 29
2301	Road & Bridge Fund	59,559 91
2370	Flood Control Fund	20,306 81
2401	Public Health Fund	31 91
2410	Mosquito Control District Fund	89,248.43
2501	Child Welfare Fund	1,953 80
2601	Beach & Parks Fund	11,385 61
2824	Adult Probation Community	218 28
2841	Juvenile Probation-State Aid	614 61
2842	Community Corrections	170 28
2864	Auto Crimes Task Force Grant	14,505 55
2914	CDBG Housing Program	1,501,039 24
2915	CDBG Infrastructure Program	151,534 38
2994	Disaster Recovery - Ike	68,451 51
3100	County Capital Projects Fund	2,032 00
3120	Limited Tax Cnty Bldg Bds Sr09	37,041 66
3310	Pass Thru Toll Rv Lt Tx BdSr07	173,002.56
3312	Unltd Tax Road Bonds Sr 2009	1,233,255 39
3315	Galv Causeway RR Bridge Proj	95,632 44
3370	Ltd Tax Flood Control Bds Sr09	1,148,520 97
3373	Gal Cnty Cert of Oblig Sr 2008	875 87
4358	Pass Thru Toll Rv-Ltd TxBdSr07	400 00
6123	Group Insurance Fund	7,432 73
6130	Self Insurance Reserve Fund	21,444 54
7605	Escrow Fund	826 00
	Grand Total:	**5,178,218.14**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/28/2011

Approved Order to pay by Commissioners Court this day June 28, 2011

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

ATTEST:

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

By Brandy Chapman Deputy
Brandy Chapman

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344550	704323	AAA ASPHALT PAVING INC	06/28/11	167,644 20	MW	OH		
AP00344551	702471	ABL MANAGEMENT INC	06/28/11	36,175 79	MW	OH		
AP00344552	711139	ACS STATE & LOCAL SOLUTIONS I	06/28/11	588,550 30	MW	OH		
AP00344553	405005	ADAPCO INC	06/28/11	88,625 00	MW	OH		
AP00344554	707348	AIRGAS - SOUTHWEST INC	06/28/11	315 05	MW	OH		
AP00344555	713493	ALAMO TITLE COMPANY	06/28/11	28 00	MW	OH		
AP00344556	017939	ALEX AIR CONDITIONING INC	06/28/11	682 51	MW	OH		
AP00344557	710243	ALLIGARE LLC	06/28/11	95 40	MW	OH		
AP00344558	013177	ALVIN EQUIPMENT CO INC	06/28/11	124 19	MW	OH		
AP00344559	707451	ALWAYS SAFETY AND 1ST AID INC	06/28/11	51 75	MW	OH		
AP00344560	709623	AMBIT ENERGY LP	06/28/11	246 74	MW	OH		
AP00344561	711832	AMERICAN HOME BUILDERS INC	06/28/11	42,982 13	MW	OH		
AP00344562	709811	AMERIWASTE OF TEXAS LLC	06/28/11	768 23	MW	OH		
AP00344563	702474	ARAMARK CORRECTIONAL SERVICES	06/28/11	5,324 33	MW	OH		
AP00344564	431891	ASHTON PARK APT	06/28/11	200 00	MW	OH		
AP00344565	709784	AT&T MOBILITY	06/28/11	56 16	MW	OH		
AP00344566	709331	B & B ICE INC	06/28/11	174 15	MW	OH		
AP00344567	021030	BACLIFF BUILDERS SUPPLY INC	06/28/11	81 86	MW	OH		
AP00344568	712233	BATSCHE DESIGN INC	06/28/11	450 00	MW	OH		
AP00344569	026047	BAYGAS INC	06/28/11	228 72	MW	OH		
AP00344570	401969	BENNETT, JAMES M	06/28/11	856 00	MW	OH	B7	
AP00344571	711556	BINKLEY & BARFIELD INC	06/28/11	3,382 41	MW	OH		
AP00344572	705535	BLEYL, AMY RUTH WILSON	06/28/11	585 00	MW	OH	B7	
AP00344573	021303	BOB BARKER CO INC	06/28/11	170 28	MW	OH		
AP00344574	708352	BONDED MAINTENANCE COMPANY	06/28/11	2,371 50	MW	OH		
AP00344575	401759	BOSWORTH PAPERS INC	06/28/11	117 85	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344576	711530	BRANNEN, DAVID	06/28/11	195 00	MW	OH		
AP00344577	712308	BURGHLI HOMES PROMENADE HOMES	06/28/11	272,597 16	MW	OH		
AP00344578	711036	BUZBEE PROPERTIES INC	06/28/11	2,611 33	MW	OH		
AP00344579	701478	CDW GOVERNMENT INC	06/28/11	856 00	MW	OH		
AP00344580	702081	CEASER, KENDRIC	06/28/11	650 00	MW	OH	B7	
AP00344581	706933	CEDRICK L MUHAMMAD PC	06/28/11	8,013 15	MW	OH	B7	
AP00344582	407782	CENTERPOINT ENERGY	06/28/11	341 16	MW	OH		
AP00344583	407782	CENTERPOINT ENERGY	06/28/11	60 75	MW	OH		
AP00344584	702429	CHAIR TAI CHI	06/28/11	100 00	MW	OH		
AP00344585	712596	CHERRY CRUSHED CONCRETE	06/28/11	6,924 10	MW	OH		
AP00344586	406638	CIMA COMPANIES INC, THE	06/28/11	302 20	MW	OH		
AP00344587	033985	CITY OF GALVESTON	06/28/11	5,374 17	MW	OH		
AP00344588	033985	CITY OF GALVESTON	06/28/11	5,034 41	MW	OH		
AP00344589	033985	CITY OF GALVESTON	06/28/11	443 87	MW	OH		
AP00344590	033209	CITY OF LA MARQUE	06/28/11	100 00	MW	OH		
AP00344591	033241	CITY OF LEAGUE CITY	06/28/11	100 00	MW	OH		
AP00344592	403085	CITY OF TEXAS CITY	06/28/11	42 62	MW	OH		
AP00344593	403085	CITY OF TEXAS CITY	06/28/11	797 535 44	MW	OH		
AP00344594	710180	CLEVELAND ASPHALT PRODUCTS IN	06/28/11	25,380 15	MW	OH		
AP00344595	710078	COASTAL COTTAGES INC	06/28/11	100 00	MW	OH	RE	
AP00344596	081380	COASTAL SURVEYING OF TEXAS	06/28/11	500 00	MW	OH		
AP00344597	223792	COFEJO HARDWARE INC	06/28/11	29 49	MW	OH		
AP00344598	705682	COOL RITE AIR/HEAT	06/28/11	11,555 00	MW	OH		
AP00344599	711515	COSTELLO, INC	06/28/11	14,945 64	MW	OH		
AP00344600	713006	CRAFCO TEXAS INC	06/28/11	1,508 00	MW	OH		
AP00344601	709896	CRESCENT ENGINEERING COMPANY	06/28/11	11,579 49	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344602	407552	CRISS, SUSAN	06/28/11	252 96	MW	OH	EX	
AP00344603	701505	CROW'S NEST	06/28/11	300 00	MW	OH	RE	
AP00344604	712416	D M & S LLC	06/28/11	100 00	MW	OH	RE	
AP00344605	712018	DAITZ, JENNIFER	06/28/11	215 00	MW	OH		
AP00344606	400693	DANNENBAUM ENGINEERING CORP	06/28/11	76,100 00	MW	OH		
AP00344607	403281	DAVID P WALKER PC	06/28/11	32 50	MW	OH	B7	
AP00344608	409732	DAVID'S ISLAND	06/28/11	7,166 00	MW	OH		
AP00344609	706153	DIAZ, MARK A	06/28/11	1,137 50	MW	OH	B7	
AP00344610	704331	DIRECT ENERGY LP	06/28/11	70 59	MW	OH		
AP00344611	043273	DISHER, DAVID A	06/28/11	955 50	MW	OH	B7	
AP00344612	706718	DOLPHIN CHEMICAL & SUPPLY COM	06/28/11	755 46	MW	OH		
AP00344613	708131	DOOLITTLE, VIRGINIA	06/28/11	405 45	MW	OH		
AP00344614	710226	DPI ENERGY LLC	06/28/11	100 00	MW	OH		
AP00344615	710226	DPI ENERGY LLC	06/28/11	100 00	MW	OH		
AP00344616	708361	DRAGONY, RACHEL ANN	06/28/11	617 50	MW	OH	B7	
AP00344617	708361	DRAGONY, RACHEL ANN	06/28/11	455 00	MW	OH	B7	
AP00344618	711931	DSW HOMES LLC	06/28/11	104,815 41	MW	OH		
AP00344619	713498	DUNNE-BURNETT, JENNIFER	06/28/11	58 14	MW	OH		
AP00344620	044255	DURWOOD GREENE CONSTRUCTION C	06/28/11	61,183 90	MW	OH		
AP00344621	707318	EFFINGER, ERIKA	06/28/11	223 38	MW	OH		
AP00344622	707219	EMC CORPORATION	06/28/11	42,038 25	MW	OH		
AP00344623	713514	ESCOBEDO, MIGUEL	06/28/11	400 00	MW	OH		
AP00344624	709548	EZELL, ROGER	06/28/11	48 25	MW	OH		
AP00344625	061028	FAULIN DOUGLAS E	06/28/11	1 266 40	MW	OH	B7	
AP00344626	410365	FAUS, SALVADOR	06/28/11	243 75	MW	OH	B7	
AP00344627	708861	FIRETRON INC	06/28/11	547 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344628	703810	FIRST CHOICE POWER	06/28/11	60 00	MW	OH		
AP00344629	713511	FLOAT POOL BAR & PATIO	06/28/11	256 00	MW	OH		
AP00344630	704440	FULK, GEORGE BYRON	06/28/11	260 00	MW	OH	B7	
AP00344631	710602	GALCO HARDWARE & SUPPLY LLC	06/28/11	177 99	MW	OH		
AP00344632	706177	GALVESTON COUNTY CONSOLIDATED	06/28/11	330,445 14	MW	OH		
AP00344633	431945	GALVESTON COUNTY HEALTH DISTR	06/28/11	207 00	MW	OH		
AP00344634	406195	GALVESTON COUNTY SHERIFF'S DE	06/28/11	432 80	MW	OH		
AP00344635	071175	GALVESTON COUNTY WCID #1	06/28/11	75 38	MW	OH		
AP00344636	071175	GALVESTON COUNTY WCID #1	06/28/11	149 12	MW	OH		
AP00344637	704987	GALVESTON COUNTY WCID #19	06/28/11	110 60	MW	OH		
AP00344638	407294	GALVESTON HOUSING AUTHORITY	06/28/11	100 00	MW	OH	RE	
AP00344639	071233	GATES MACHINE SHOP	06/28/11	820 00	MW	OH		
AP00344640	701571	GELB, JEFFREY	06/28/11	715 00	MW	OH		
AP00344641	701571	GELB, JEFFREY	06/28/11	227 50	MW	OH		
AP00344642	705919	GHG CORPORATION	06/28/11	475 00	MW	OH		
AP00344643	703986	GILLMAN, MICHAEL DAVID	06/28/11	178 75	MW	OH	B7	
AP00344644	073668	GLYWASKY, DONALD	06/28/11	410 34	MW	OH		
AP00344645	708833	GOVDEALS INC	06/28/11	5,003 53	MW	OH		
AP00344646	704287	GREEN MOUNTAIN ENERGY CO	06/28/11	100 00	MW	OH		
AP00344647	701592	GULF COAST CENTURY	06/28/11	1,112 00	MW	OH		
AP00344648	701961	HARDY, CHARLOTTE L	06/28/11	241 23	MW	OH		
AP00344649	713304	HAYNES, BRENT	06/28/11	365 70	MW	OH		
AP00344650	710248	HCA LOCKBOX	06/28/11	4,457 73	MW	OH		
AP00344651	702878	HEAT TRANSFER SOLUTIONS INC	06/28/11	675 00	MW	OH		
AP00344652	706237	HENSON, MIKE	06/28/11	376 58	MW	OH		
AP00344653	711536	HERITAGE-CRYSTAL CLEAN LLC	06/28/11	1,585 30	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344654	710193	HI-WAY EQUIPMENT COMPANY LLC	06/28/11	84 90	MW	OH		
AP00344655	409105	HOME DEPOT	06/28/11	134 58	MW	OH		
AP00344656	084236	HOUSTON EQUIPMENT COMPANY	06/28/11	700 50	MW	OH		
AP00344657	705379	HUGH PATRICK CONSTRUCTORS	06/28/11	875 87	MW	OH		
AP00344658	709352	HUITT-ZOLLARS INC	06/28/11	9,872 70	MW	OH		
AP00344659	707488	IBRAHIM & ELLIOTT LLP	06/28/11	406 25	MW	OH	B7	
AP00344660	707488	IBRAHIM & ELLIOTT LLP	06/28/11	893 75	MW	OH	B7	
AP00344661	410568	IRON MOUNTAIN	06/28/11	431 07	MW	OH		
AP00344662	407630	JACKSON, CALVIN C	06/28/11	260 00	MW	OH	B7	
AP00344663	407630	JACKSON, CALVIN C	06/28/11	312 00	MW	OH	B7	
AP00344664	409049	JAHN-GALVESTON INSURANCE AGEN	06/28/11	22,470 00	MW	OH		
AP00344665	713080	JAMES CONSTRUCTION GROUP LLC	06/28/11	803,130 19	MW	OH		
AP00344666	709951	JIMENEZ, JOAQUIN	06/28/11	195 00	MW	OH	B7	
AP00344667	701979	JONES LAW FIRM	06/28/11	2,743 00	MW	OH	B7	
AP00344668	701243	JONES, STACEY LEE	06/28/11	3,599 75	MW	OH	MH	
AP00344669	410476	JP MORGAN CHASE	06/28/11	2,141 97	MW	OH		
AP00344670	700067	KILGORE, JEFFREY A	06/28/11	430 00	MW	OH	B7	
AP00344671	074724	KINGWOOD COMMUNITY	06/28/11	100 00	MW	OH	RE	
AP00344672	402386	KLEEN JANITORIAL SUPPLY COMPA	06/28/11	2,529 03	MW	OH		
AP00344673	113100	KLOTZ ASSOC INC	06/28/11	151 034 38	MW	OH		
AP00344674	713503	KVL INVESTMENTS	06/28/11	100 00	MW	OH	RE	
AP00344675	707051	LAIRD & ASSO PLLC	06/28/11	227 50	MW	OH	B7	
AP00344676	705777	LEATHERS, BILL	06/28/11	487 50	MW	OH	B7	
AP00344677	709682	LEOPOLD, WILLIAM E	06/28/11	2,975 00	MW	OH	RE	
AP00344678	123026	LIGGIOS TIRE AND SERVICE CENT	06/28/11	4,964 84	MW	OH		
AP00344679	703141	LJA ENGINEERING & SURVEYING I	06/28/11	40,853 65	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344680	713521	LOFTON, FLORA	06/28/11	100 00	MW	OH	RE	
AP00344681	700695	LONGCOY, TINA	06/28/11	873 40	MW	OH		
AP00344682	701940	MABES HAULING	06/28/11	85 00	MW	OH		
AP00344683	713520	MACKEY, PERRY A	06/28/11	100 00	MW	OH		
AP00344684	700160	MAHONEY, KAREN A	06/28/11	2,691 00	MW	OH	B7	
AP00344685	710378	MARTIN RESOURCE MANAGEMENT CO	06/28/11	5,381 90	MW	OH		
AP00344686	704124	MARTIN, THOMAS A	06/28/11	1,799 50	MW	OH	B7	
AP00344687	705312	MARTY'S CITY AUTO INC	06/28/11	1,072 80	MW	OH		
AP00344688	705424	MASTER WORD SERVICE INC	06/28/11	4,753 65	MW	OH		
AP00344689	131029	MCREE FORD INC	06/28/11	2,017 48	MW	OH		
AP00344690	713023	MEDTECH FORENSICS INC	06/28/11	498 00	MW	OH		
AP00344691	713507	MERCHANT, ROBERT	06/28/11	150 00	MW	OH		
AP00344692	707294	MODJESKI AND MASTERS INC	06/28/11	95,632 44	MW	OH		
AP00344693	712117	MTI SERVICES LLC	06/28/11	6,235 00	MW	OH		
AP00344694	405987	MUELLER, DINAH J	06/28/11	913 90	MW	OH	B7	
AP00344695	710385	MUNRO'S UNIFORM SERVICES LTD	06/28/11	34 21	MW	OH		
AP00344696	406192	MUSTANG RENTAL SERVICES INC	06/28/11	10,182 33	MW	OH		
AP00344697	407073	NEXTEL OF TEXAS INC	06/28/11	851 67	MW	OH		
AP00344698	713464	NGUYEN, LINH	06/28/11	30 00	MW	OH		
AP00344699	410734	NICHOLSON, CONNIE	06/28/11	114 75	MW	OH		
AP00344700	710551	NORVAREM S A U	06/28/11	96,902 56	MW	OH		
AP00344701	708712	NOVELLI JR, ROSS	06/28/11	10,000 00	MW	OH	RE	
AP00344702	711213	NRG ENERGY INC	06/28/11	232,136 27	MW	OH		
AP00344703	711213	NRG ENERGY INC	06/28/11	512 82	MW	OH		
AP00344704	709568	ONE OAKELAKE IV LLC	06/28/11	200 00	MW	OH	RE	
AP00344705	705252	ONEOK INC	06/28/11	57 43	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344706	704067	ORDAZ, WILLIAM	06/28/11	218 28	MW	OH		
AP00344707	701070	ORIENTAL TRADING COMPANY	06/28/11	106 53	MW	OH		
AP00344708	401873	OTIS ELEVATOR CO CORP	06/28/11	2,774 82	MW	OH		
AP00344709	400105	OWEN ELECTRIC SUPPLY	06/28/11	1 342 50	MW	OH		
AP00344710	155036	OZARKA NATURAL SPRING WATER	06/28/11	110 03	MW	OH		
AP00344711	705290	PALMER, MICHAEL	06/28/11	455 00	MW	OH	B7	
AP00344712	704145	PARK UNIVERSITY ENTERPRISES I	06/28/11	79 00	MW	OH		
AP00344713	409788	PAT'S	06/28/11	80 00	MW	OH		
AP00344714	711436	PEGASUS SCHOOLS INC	06/28/11	150 00	MW	OH		
AP00344715	703021	PENGAD	06/28/11	98 07	MW	OH		
AP00344716	705136	PENINSULA SANITATION SERVICE	06/28/11	2,700 00	MW	OH		
AP00344717	709286	PESTMASTER SERVICES INC	06/28/11	50 40	MW	OH		
AP00344718	163014	PINE FOREST APARTMENTS	06/28/11	100 00	MW	OH	RE	
AP00344719	709307	PINNACLE MEDICAL MANAGEMENT C	06/28/11	414 00	MW	OH		
AP00344720	712782	PIPE MASTER PLUMBING LLC	06/28/11	986 00	MW	OH		
AP00344721	710361	POWELL, SUSAN	06/28/11	178 75	MW	OH	B7	
AP00344722	713495	PRIEST, DANIEL J	06/28/11	3,119 03	MW	OH		
AP00344723	706331	PRINTECH INC	06/28/11	701 89	MW	OH		
AP00344724	703165	PRODUCTIVITY CENTER INC	06/28/11	295 00	MW	OH		
AP00344725	706618	PROLINE MATERIALS INC	06/28/11	5,034 71	MW	OH		
AP00344726	705753	QUINTANILLA, DONNIE	06/28/11	243 75	MW	OH	B7	
AP00344727	410560	R M SILKSCREEN	06/28/11	1,420 00	MW	OH		
AP00344728	712886	R W LUCAS CONSTRUCTION LLC	06/28/11	217,062 17	MW	OH		
AP00344729	707699	RAMIREZ, TANYA E	06/28/11	3,862 50	MW	OH	B7	
AP00344730	401862	RDZ INVESTMENTS	06/28/11	100 00	MW	OH		
AP00344731	710482	REAVES, LEBERT	06/28/11	54 16	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344732	710239	RHONE INVESTMENTS	06/28/11	100 00	MW	OH		
AP00344733	713168	RIEBSCHLAGER, GARY M	06/28/11	24 00	MW	OH		
AP00344734	410635	RUSCELLI, VINCENT	06/28/11	200 00	MW	OH		
AP00344735	710577	RUSSELL, GREG	06/28/11	325 00	MW	OH	B7	
AP00344736	711909	SADLER, ANDREA	06/28/11	662 00	MW	OH	B7	
AP00344737	VOID CONTINU	Void - Continued Stub	06/28/11	0 00	VM	OH		Void
AP00344738	191023	SANTA FE AUTO PARTS INC	06/28/11	5,475 74	MW	OH		
AP00344739	704614	SCHNEIDER ELECTRIC BUILDINGS	06/28/11	2,451 00	MW	OH		
AP00344740	702664	SCHWAB, TAYLOR	06/28/11	487 50	MW	OH	B7	
AP00344741	192088	SEABREEZE CULVERT INC	06/28/11	967 98	MW	OH		
AP00344742	711834	SEARS & BENNETT LLP	06/28/11	1 000 00	MW	OH	B7	
AP00344743	192146	SEASIDE ENTERPRISES INC	06/28/11	457 52	MW	OH		
AP00344744	711193	SHELMARK ENGINEERING L L C	06/28/11	11,877 52	MW	OH		
AP00344745	400542	SHERWIN WILLIAMS PAINT CORP	06/28/11	116 95	MW	OH		
AP00344746	703308	SHI GOVT SOLUTIONS	06/28/11	210 00	MW	OH		
AP00344747	701587	SHIRLEY, JOE E	06/28/11	100 00	MW	OH		
AP00344748	430754	SMITH, JAMES DENNIS	06/28/11	950 00	MW	OH	B7	
AP00344749	713516	SMITH, STEVEN M	06/28/11	7,800 00	MW	OH	B7	
AP00344750	408831	SOUTHERN CRUSHED CONCRETE LLC	06/28/11	6,966 70	MW	OH		
AP00344751	708036	SOUTHERN KEYS	06/28/11	700 00	MW	OH	B7	
AP00344752	713405	SOUTHWEST GALVANIZING INC	06/28/11	537 50	MW	OH		
AP00344753	713129	SOUTHWEST T & I INC	06/28/11	868 84	MW	OH		
AP00344754	707542	SPRINT SPECTRUM LP	06/28/11	349 93	MW	OH		
AP00344755	194159	STANDARD STEEL SUPPLY INC	06/28/11	81 09	MW	OH		
AP00344756	409104	STEVE'S WAREHOUSE TIRES	06/28/11	12 50	MW	OH		
AP00344757	194514	STEVENS, MARK W	06/28/11	345 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344758	708715	STREAM ENERGY	06/28/11	84 39	MW	OH		
AP00344759	713517	STUCKER, WILLIAM	06/28/11	20 00	MW	OH		
AP00344760	711234	SULLIVAN LAND SERVICES LTD	06/28/11	476,411 21	MW	OH		
AP00344761	405722	SUN COAST RESOURCES INC	06/28/11	107 75	MW	OH		
AP00344762	195016	SUTHERLAND LUMBER SOUTHWEST I	06/28/11	262 30	MW	OH		
AP00344763	712238	SWCA INC	06/28/11	715 96	MW	OH		
AP00344764	202804	TENNILLE INC	06/28/11	490 00	MW	OH		
AP00344765	405881	TEXAS AGRILIFE EXTENSION	06/28/11	15 00	MW	OH		
AP00344766	400127	TEXAS RECREATION AND PARK SOC	06/28/11	450 00	MW	OH		
AP00344767	711220	THIRDWAVE CORPORATION	06/28/11	2,032 00	MW	OH		
AP00344768	700583	TORRES, ROBERTO	06/28/11	585 00	MW	OH	B7	
AP00344769	704707	TRAINING STRATEGIES INC	06/28/11	1,400 00	MW	OH		
AP00344770	705465	TREADWELL ELECTRIC CONTRACTOR	06/28/11	29,925 00	MW	OH		
AP00344771	204149	TRUSCOTT, HELEN STEWART	06/28/11	1,306 50	MW	OH	B7	
AP00344772	703929	TXU ENERGY RETAIL COMPANY LP	06/28/11	190 15	MW	OH		
AP00344773	703929	TXU ENERGY RETAIL COMPANY LP	06/28/11	153 87	MW	OH		
AP00344774	709330	U S BANK NATIONAL ASSOCIATION	06/28/11	400 00	MW	OH		
AP00344775	710003	U S ENERGY SAVINGS CORP	06/28/11	202 81	MW	OH		
AP00344776	705306	UNBEHAGEN, O C	06/28/11	6,666 66	MW	OH	B7	
AP00344777	713479	UNISOURCE NATIONAL LENDER SER	06/28/11	16 00	MW	OH		
AP00344778	701538	UNITED PARCEL SERVICE	06/28/11	30 38	MW	OH		
AP00344779	713468	UNIVERSAL TITLE PARTNERS LLC	06/28/11	8 00	MW	OH		
AP00344780	700362	VULCAN INCORPORATED	06/28/11	422 50	MW	OH		
AP00344781	713509	WALLACE, GERAL PAUL	06/28/11	540 00	MW	OH		
AP00344782	231167	WAUKESHA-PEARCE IND INC	06/28/11	154 37	MW	OH		
AP00344783	701863	WEBER, WINIFRED B	06/28/11	195 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00344784	701533	WEST PUBLISHING CORPORATION	06/28/11	906 00	MW	OH		
AP00344785	713427	WILLINGHAM, GARY	06/28/11	360 00	MW	OH		
AP00344786	242016	XEROX CORPORATION	06/28/11	69,329 37	MW	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	5159,235 93	Number of Checks Processed	236
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
S U B T O T A L	5159,235 93		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000209	404603	BAKER, STEPHEN W	06/28/11	7,396 00	CX	OH	B7	
FT00000210	161059	BOB FAGAN FORD INC	06/28/11	5,108 69	CX	OH		
FT00000211	403006	KEYWORTHS HARDWARE INC	06/28/11	645 05	CX	OH		
FT00000212	705097	LONE STAR UNIFORMS INC	06/28/11	2 634 30	CX	OH		
FT00000213	709070	SCHWAB-RADCLIFFE, SUZANNE	06/28/11	3,198 17	CX	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	18 982 21	Number of Checks Processed	5

S U B T O T A L 18,982 21

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 1
		Total Void Hand Written		0 00				Number of Checks Processed 0
		Total Machine Written		5159 235 93				Number of Checks Processed 236
		Total Hand Written		0 00				Number of Checks Processed 0
		Total Reversals		0 00				Number of Checks Processed 0
		Total Cancelled		18,982 21				Number of Checks Processed 5
		G R A N D T O T A L		5178,218 14				

AGENDA ITEM #2b

ORDER

On this the 28th day of June 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending June 22nd, 2011 and being salary warrant numbers **PY0332566 through PY0332590 and EFT90303015 through EFT90304360.** The gross amount of such warrants are estimated **$ 2,929,784.55 for Biweekly Payroll #13, 2011.**

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

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **28TH** DAY

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

COUNTY OF GALVESTON, TEXAS

Mark A. Henry

Mark A Henry, County Judge

ATTEST:

Dwight D Sullivan

Dwight D Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #2c

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

LaTova Jordan
First Assistant, IT System

June 28, 2011

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

Honorable Judge and Members of the Court

Attached for your consideration is the internal audit report of Justice of the Peace, Precinct 5 as required by Local Government Code (LGC) §115 The audit covered the period April 1, 2010 to March 31, 2011 Also attached is Honorable Judge Darrell A Apffel's emailed response letter dated June 17, 2011

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Honorable Judge Darrell A Apffel

Attachments Justice of the Peace, Precinct 5 Audit Report
Response Letter, Judge Darrell A Apffel

Allison, Michael

From: Apffel, Darrell
Sent Friday, June 17, 2011 8 55 AM
To. Allison, Michael
Subject AUDIT

Thank You all for your "Revised Draft Report

I have discussed the importance of proper verification of voids with the Civil and Criminal clerks and they will follow direction

We will immediately correct and comply with JP5-11-01, JP5-11-02, and JP5-09-03d

I appreciate the constructive criticism and we welcome your audits as we are always striving to do better

Sincerely Yours,

Darrell A Apffel

Justice of the Peace
Galveston County,Pct 5
2516 Texas Ave
Texas City, Texas,77590

Justice of the Peace, Precinct 5 Audit

June 3, 2011

Executive Summary 1
Introduction 2
Details . . 3-8

Galveston
County
Internal Audit
Division

Cliff Billingsley,
CPA
County Auditor

Executive Summary

Reliability and Integrity of Information (pages 3)

- *Nothing came to our attention during the audit to cause us to doubt the overall reliability* and integrity of the information

Safeguarding of Assets (page 4)

- The court has taken steps to strengthen security over collections by ordering a lockable bank bag This helps to minimize risk by assuring only authorized personnel can open the bag

- Collections are being deposited on a daily basis Cashier's checks and money orders are restrictively endorsed upon receipt

- The bond bank account reconciliation is being properly prepared and submitted in a timely manner

Compliance with Statutes, Policies, and Procedures (pages 5-6)

- PC30 fee calculations were tested and no material discrepancies were found In addition, the Court is submitting purchase requests to pay the fees in a timely manner to comply with the collection contract

- The Court is not in compliance with LGC§133 103 (a) (2) as fees were collected within 31 days after the judgment date. *These incorrect collections also caused errors in the* allocation of partial payments

- The Court should forward its non-Precinct 5 arrest warrants as follows
  - If the defendants are Galveston County residents, forward the arrest warrants to the appropriate Galveston County Constable's office.
  - If the defendants are out-of-county residents, consider forwarding the arrest warrants to Constable, Precinct 5 for processing

- The Clerks have not been consistently following the Court's procedure for voiding transactions This is a repeat finding from a prior audit

General Information (page 7-8)

- There was a substantial increase in Justice of the Peace, Precinct 5's (JP5) collections *in FY2007-2009 The County's portions of collections after 2007 have remained* consistently high for the past 4 years when compared to FY 2006

- Case filings for JP5 were increasing pre-Hurricane Ike, but have been declining since then The filings that have decreased are primarily criminal, civil and hot check filings

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 5, as required by Local Government Code §115 0035 The internal audit covered the period April 01, 2010 through March 31, 2011 The audit was performed from April 14, 2011 through June 3, 2011

The primary objectives of the internal audit are to provide reasonable assurance concerning

- The reliability and integrity of the information
- The safeguarding of assets
- Compliance with laws, regulations, contracts, policies, plans, and procedures
- The economical and efficient use of resources

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 5 The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Justice of the Peace, Precinct 5

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit The official therefore retains the responsibility for the accuracy and completeness of the financial information

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Justice of the Peace as defined by the AICPA professional standards However, our internal audit was performed with objectivity and due professional care

Michael Guffey, Internal Auditor II, performed the audit

Reliability and Integrity of Information

Separation of Duties

One of the most important controls is to have proper separation of duties No one person should authorize a transaction, record the transaction, and have custody of the assets

Accuracy - Citations

The Court receives tickets from the peace officers performing their duties within the Court's jurisdiction Net Data is the software currently being used by the Justice Courts to manage and maintain the courts' computerized management system

The auditor reviewed the accuracy of the information of the citations submitted by the Sheriff's Office that were entered into the Net Data System and found no material errors.

Dismissals

The auditor tested dismissals to verify the validity of the dismissals and did not find any material discrepancies As a control to mitigate the possibility of invalid dismissals being entered, the Judge reviews the Net Data Dismissed Cases report on a weekly basis and reconciles the case jackets with the report

Jail Time Credits

When defendants are arrested and serve time in jail, the Judge may elect to grant time served, in lieu of payment, when the defendant pleads guilty or no contest to the charge The credit being granted is at the sole discretion of the Judge The Judge routinely initials and signs the case jacket for defendants who were incarcerated Once granted, the clerks enter the credit amount into Net Data In addition, the Judge reviews the Net Data Jail Time Credit report for validity of the credits entered and reconciles the case jackets with the report on a weekly basis

The auditor tested the jail time credits issued during the audit period and found nothing to cause any doubt in the validity of the jail time credits being issued by the Court

Safeguarding of Assets

Physical Security – Collections

Physical security encompasses any method to physically secure the assets from loss Assets not being used should be kept in a locked drawer/safe until they are needed

As part of the audit, we conducted a surprise cash count on April 14, 2011

All funds were accounted for at the time of a surprise cash count The Court, at the time, did not have a lockable bank bag to use when transporting the money to the bank A lockable bag with key only access helps to minimize risk to ensure only authorized personnel can open the bag The Court has ordered a lockable bank bag and will put it in use when received

Minimizing Exposure to Loss

Depositing daily is one of the best safeguards of collections as well as providing the County with maximum benefit of the collections The Court only accepts cashier's checks and money orders, but not cash Cashier's checks and money orders are restrictively endorsed immediately upon receipt The Court deposits collections on a daily basis and is in compliance with LGC §113 022

Managing the Assets

A bank reconciliation properly and adequately supported, is one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the bond account and assists in preventing the misuse of funds The Court maintains a bank account with funds solely pertaining to criminal bonds The Judge is the only individual to sign the bond checks

The bond bank reconciliation is being prepared properly and submitted in a timely manner

Compliance with Statutes, Policies, and Procedures

Collection Contract (CCP §103.0031)

The County has agreed to pay the contracted collection agency 30% of the total unpaid fines and fees of adjudicated cases occurring on or after June 18, 2003 The County shall pay the agency by the 20th day of each month all compensation earned by the firm for the previous month To meet the payment date, the Court must submit a purchase request for PC 30 fees collected by no later than the 15th of the following month

The auditor tested PC30 fee calculations and did not find any material discrepancies In addition, the Court is submitting purchase requests to pay the fees in a timely manner to comply with the collection contract

Time Payment Fee Assessment

Local Government Code (LGC) §133 103 states· "(a) A person convicted of an offense shall pay, in addition to all other costs, a fee of $25 if the person (1) has been convicted of a felony or misdemeanor, and (2) pays any part of a fine, court costs, or restitution on or after the 31st day after the date on which a judgment is entered assessing the fine, court costs, or restitution "

Finding: The auditor tested the collections of the time payment fees and determined the Court is not in compliance with LGC §133 103 (a) (2). Time Payment fees were erroneously collected before 31 days after the judgment date The reason was due to time payment fees being assessed prematurely and mostly on the date when the defendants signed the Time Payment Agreement forms *Time payments are to be collected before fines, as they are* part of the court costs assessed Miscalculating the Time Payment fees assessment creates an error in the allocation of partial payments which will result in an incorrect amount paid to the State by the County

Recommendation JP5-11-01 To comply with LGC §133 103 (a) (2), the Court should not collect a time payment fee on a payment that is made before 31 days after the judgment date In addition, the Court should not record any payments to fines until all court costs (including time payments) are paid in full

Fees for Services of Peace Officers (CCP §102.011)

CCP §102 011 mandates a convicted defendant to pay an additional $50 00 fees for services performed by a peace officer for processing or executing an issued arrest warrant

Compliance with Statutes, Policies, and Procedures (cont.)

Finding: Clerks have only forwarded arrest warrants for Texas City residents to Constable, Precinct 5 for processing and have not forwarded any other warrants to other Constable Precincts In order for the fee to be lawfully assessed, the warrant must be delivered to law enforcement

Recommendation JP5-11-02 To comply with the statute and to be able to continue imposing and collecting warrant fees, the Court should modify the current office procedure to forward non-Precinct 5 arrest warrants as follows

- If the defendants are Galveston County residents, forward the issued arrest warrants to the appropriate Galveston County Constable's office to be processed or executed
- If the defendants are out-of-county residents, consider forwarding the arrest warrants to the Constable, Precinct 5's office to be processed or executed

Voided Transactions

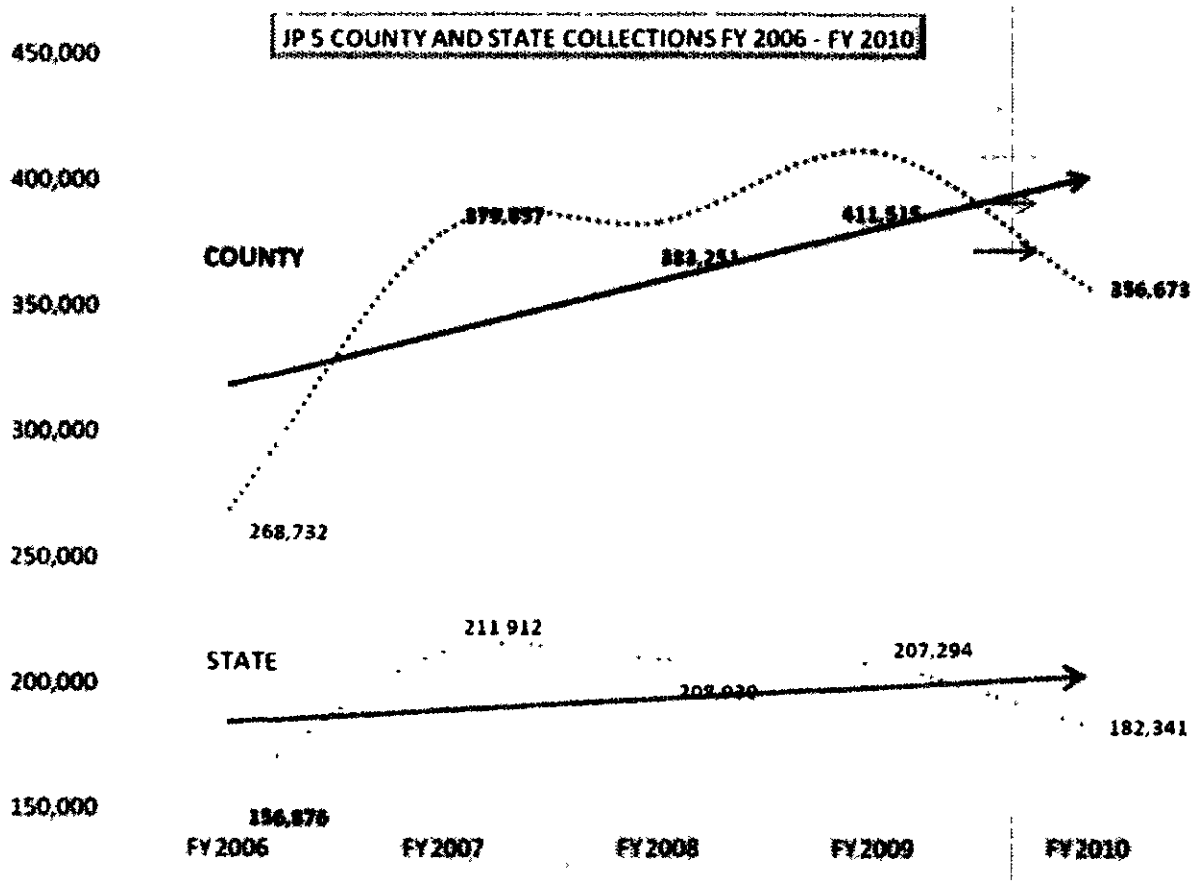
The Court's procedure for voiding a receipt allows the clerk who received the payment to void the receipt, write the reason for the void and sign on the voided receipt It also requires a second clerk to review the void for validity and sign the voided receipt

Finding: The Clerks were inconsistent in following the Court's procedure for voiding transactions Some of the voided transaction receipts lacked either an explanation for the void or two clerk signatures.

Recommendation JP5-09-03d Internal controls can be strengthened by requiring the Clerks to comply with the Court's procedure

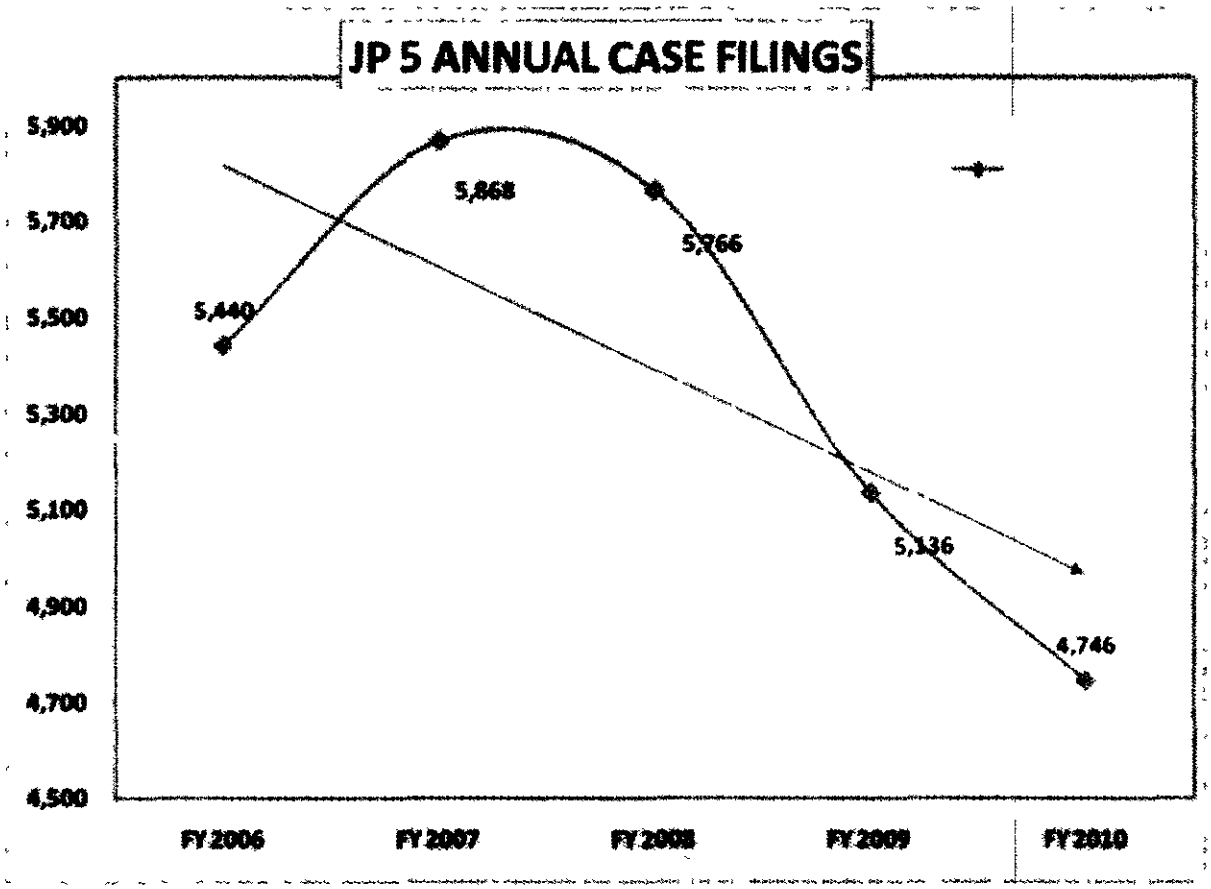
General Information

The County's portion of Justice of the Peace, Precinct 5's total annual collections has increased over the last four years, going from $268,732 in 2006 to $356,673 in 2010 The increase in collections is due to the increase in the number of cases collected The chart below illustrates the total annual county and state collections of this court over the last five years



General Information (continued)

The graph below illustrates the total number of cases filed in JP5 during the fiscal years 2006-2010 Case filings for JP5 were increasing pre-Hurricane Ike, but have been declining since then The filings that have decreased are primarily criminal, civil and hot check filings.



AGENDA ITEM #2d

IRS Increases Mileage Rate to 55 5 Cents per Mile

IR 2011 69, June 23 2011

WASHINGTON — The Internal Revenue Service today announced an increase in the optional standard mileage rates for the final six months of 2011 Taxpayers may use the optional standard rates to calculate the deductible costs of operating an automobile for business and other purposes

The rate will increase to 55 5 cents a mile for all business miles driven from July 1 2011, through Dec 31, 2011 This is an increase of 4 5 cents from the 51 cent rate in effect for the first six months of 2011 as set forth in Revenue Procedure 2010 51
In recognition of recent gasoline price increases the IRS made this special adjustment for the final months of 2011 The IRS normally updates the mileage rates once a year in the fall for the next calendar year

"This year's increased gas prices are having a major impact on individual Americans The IRS is adjusting the standard mileage rates to better reflect the recent increase in gas prices " said IRS Commissioner Doug Shulman "We are taking this step so the reimbursement rate will be fair to taxpayers "

While gasoline is a significant factor in the mileage figure, other items enter into the calculation of mileage rates, such as depreciation and insurance and other fixed and variable costs

The optional business standard mileage rate is used to compute the deductible costs of operating an automobile for business use in lieu of tracking actual costs This rate is also used as a benchmark by the federal government and many businesses to reimburse their employees for mileage

The new six month rate for computing deductible medical or moving expenses will also increase by 4 5 cents to 23 5 cents a mile up from 19 cents for the first six months of 2011 The rate for providing services for charitable organizations is set by statute not the IRS, and remains at 14 cents a mile

The new rates are contained in Announcement 2011 40 on the optional standard mileage rates

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates

Mileage Rate Changes

Purpose	Rates 1/1 through 6/30/11	Rates 7/1 through 12/31/11
Business	51	55 5
Medical/Moving	19	23 5
Charitable	14	14

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Page Last Reviewed or Updated June 23, 2011

AGENDA ITEM #3

COMPLIANCE DOCUMENTATION CHECKLIST
(24 CFR 58.6)

CONTRACTOR: Galveston County **PROJECT NAME: Humberto Protective Measures**
PROJECT: Protective Measures and Debris Removal
PROJECT LOCATION: unincorporated county Please see attached map.
Level of Environmental Review Determination: Categorically Excluded subject to statutes per § 58 35(b)

STATUTES and REGULATIONS listed at 24 CFR 58 6

FLOOD DISASTER PROTECTION ACT

1 Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard?

☐ No, Source Document Federal Emergency Management Agency, Flood Insurance Rate Maps, http //msc fema gov

☐ Yes,

2 Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☑ Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file) (Appendix I)

☐ No (Federal assistance may not be used in the Special Flood Hazards Area)

☐ Not Applicable

COASTAL BARRIERS RESOURCES ACT

1 Is the project located in a coastal barrier resources area?

☐ No, Cite Source Document Texas General Land Office, Coastal Zone Management and Coastal Zone Barrier Resource System, http //www glo state tx us/coastal/cmp html --

☐ Yes, Federal Assistance may not be used in such an area

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1 Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

☑ No, Cite Source Document. Federal Aviation Administration, State and Territory Maps of NPIAS Airports,
http //www faa gov/airports_airtraffic/airports/planning_capacity/npias/reports/states/?state=Texas

Project complies with 24 CFR 51 303(a)(3)

☐ Yes, **Disclosure statement must be provided** to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record (Appendix II)

Prepared by (name and title, please print) Connie Nicholson

Signature of Responsible Entity
Mark Henry, County Judge

Date 6/20/11

Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58 34(a)
May be subject to provisions of Sec 58 6, as applicable

CONTRACTOR: Galveston County **PROJECT NAME: Humberto Protective Measures**
PROJECT: Protective Measures and Debris Removal
PROJECT LOCATION: unincorporated county Please see attached map.
Funding Source **CDBG** HOME ESG HOPWA EDI Capital Fund Operating Subsidy
Hope VI Other _____

Funding Amount **$97,603.01** Grant Number **728147**

I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows

	1 Environmental & other studies, resource identification & the development of plans & strategies,
	2 Information and financial services,
	3 Administrative and management activities,
	4 Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs,
	5 Inspections and testing of properties for hazards or defects,
	6 Purchase of insurance,
	7 Purchase of tools,
	8 Engineering or design costs,
	9 Technical assistance and training,
	10 Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration,
	11 Payment of principal and interest on loans made or obligations guaranteed by HUD,
X	12 Any of the categorical exclusions listed in Sec 58 35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec 58 5

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58 34(a) Please keep a copy of this determination in your project files.

Mark Henry **County Judge**
Responsible Entity Certifying Official Name **Title**

Mark Henry 6/20/11
Responsible Entity Certifying Official Signature **Date**

AGENDA ITEM #4

THE COUNTY OF GALVESTON

RIGHT OF WAY /
REAL ESTATE SERVICES
123 Rosenberg, Suite 4110
Galveston, Texas 77550

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

June 21, 2011

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

Re· Resale of Tax Foreclosure Properties
Dickinson I S D , Trustee

Gentlemen.

Dickinson Independent School District has received bids on the following Tax Foreclosed Property

Cause #09TX0426	Lot 10 Blk 186 Moore's Addition Dickinson	Bidder Bid Amt	Tonia Howard $5,200.00

This property has a house located on it which is in very bad condition and will have to be demolished by the bidder As the offer is 80% of the taxable value (land value) and in view of the demolition expenses to be assumed by the bidder, we feel the bid is acceptable

Cause #07TX0069	Lot 21 BLK 110 Clifton by the Sea	Bidder Bid Amt	David D Jetelina $3,950 00

This parcel is unimproved land and was struck to DISD at Sheriff's sale in April 2009 The current bid is more than 80% of the taxable value which is considered an acceptable bid

We are attaching the Resale deeds, as well as the Bid Analyses

If you are agreeable, please approve these sales and authorize Judge Henry to sign the Resale Deeds on behalf of Galveston County After the Resale Deeds have been signed and notarized, please return them to our office for further handling

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl

BID ANALYSIS

Cause No 09TX0426
Amount of Bid. $ 5,200 00
Name of Bidder Tonia Howard
Redemption Expires August 25, 2011

Account No 5182-0186-0010-000
Value $ 18,940 00 (Land alone is $6,500 00)
Lot 10, Block 186 of Moore's Addition to the Town of Dickinson

JUDGMENT INFORMATION

TAXING ENTITY	TAX YEARS	AMOUNT DUE
Dickinson Independent School District	2003-2009	$ 3,192 43
Galveston County	2003-2009	$ 2,451 72
Galveston County W C I D #1	2003-2009	$ 455 99
	TOTAL	$ 6,100 14

COSTS

Court Costs	$ 384 00	(Galveston County District Clerk)
Research Costs	$ 220 00	(PBFCM)
Publication Fees	$ 692 20	(Galveston County Sheriff's Department)
Ad Litem Fee	$ 500 00	(Penny Pope)
Sherriff's Deed Recording Fee	$ 36 00	(Galveston County Clerk)
Total Costs	$ 1,832 20	

POST JUDGMENT TAXES (If paid June 2011)

Dickinson Independent School District	2010	$ 365 62
Galveston County	2010	$ 301 80
Galveston County W C I D #1	2010	$ 50 73
Total Post Judgment Taxes		$ 718 15

PROPOSED DISTRIBUTION

Bid Amount	$ 5,200 00
Amount of Cost	$ 1,832 20
Post Judgment Taxes	$ 718 15

AMOUNT TO DISTRIBUTE AFTER COSTS & POST JMT TAXES. $ 2,649 65

Dickinson Independent School District	52 33%	$ 1,386 66
Galveston County	40 19%	$ 1,064 93
Galveston County W C I D #1	7 48%	$ 198 06

*** All remaining taxes need to be zeroed out in compliance with the tax code***

BID ANALYSIS

Cause No 07TX0669
Amount of Bid $ 3,950.00
Name of Bidder David D Jetelina
Redemption Expired October 29, 2009

Account No 2655-0110-0021-000
Value $ 6,250 00
Lot 21, Block 110, Clifton By the Sea, Out of the E Payne Survey Abstract 164

JUDGMENT INFORMATION

TAXING ENTITY	TAX YEARS	AMOUNT DUE
Dickinson Independent School District	1987-2007	$ 2,687 91
Galveston County Education District	1991-1992	$ 149 25
Galveston County & Bacliff MUD	1985-2007	$ 1,981 93
	TOTAL	$ 4,819 09

COSTS

Court Costs	$ 374 00	(Galveston County District Clerk)
Research Costs	$ 200 00	(PBFCM)
Publication Fees	$ 640 46	(Galveston County Sheriff's Department)
Ad Litem Fee	$ 500 00	(Aimee Felchak)
Sherriff's Deed Recording Fee	$ 36 00	(Galveston County Clerk)

Total Costs $ 1,750 46

POST JUDGMENT TAXES (If paid June 2011)

Dickinson Independent School District	2008-2009	$ 160 62
Galveston County & Bacliff MUD	2008-2009	$ 115 16
Total Post Judgment Taxes		$ 275 78

PROPOSED DISTRIBUTION

Bid Amount	$ 3,950 00
Amount of Cost	$ 1,750 46
Post Judgment Taxes	$ 275 78

AMOUNT TO DISTRIBUTE AFTER COSTS & POST JMT TAXES $ 1,923 76

Dickinson Independent School District	55 78%	$ 1,073 00
Galveston County Education District	3 10 %	$ 59 58
Galveston County & Bacliff MUD	41 12%	$ 791 18

*** All remaining taxes need to be zeroed out in compliance with the tax code***

NOTICE OF CONFIDENTIALITY RIGHT:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF GALVESTON	§	

KNOW ALL MEN BY THESE PRESENTS that the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY and GALVESTON COUNTY W C I D #1, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34 05, Texas Property Tax Code, for and in consideration of the sum of FIVE THOUSAND TWO HUNDRED DOLLARS ($ 5,200 00), in hand paid by TONIA HOWARD ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY and GALVESTON COUNTY W C I.D #1, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No 09TX0426, styled Dickinson Independent School District vs Moses, Gladys A said property being described as

LOT 10 IN BLOCK 186 OF MOORE'S ADDITION TO THE TOWN OF DICKINSON, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 92, PAGE 280, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS (ACCOUNT NUMBER 5182-0186-0010-000)

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5 023 of the Property Code

GRANTOR conveys the property

(a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

(b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

(c) subject to any right of redemption, and

(d) subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on

(a) the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,

(b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

(c) the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),

(d) compliance with applicable environmental laws, rules or regulations; and

(e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees

(a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

(b). GRANTEE has inspected the property and is relying solely on **her** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

(c) that any information provided with respect to the property was obtained from a variety of sources, and

(d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information.

(e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **her** heirs, successors, beneficiaries and assigns GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief Upon the assignment by GRANTOR

of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **herself** and **her** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said TONIA HOWARD, **her** successors, beneficiaries, heirs and assigns forever, so that neither the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY and GALVESTON COUNTY W C I.D. #1, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE

Executed this _____day of _____, 2011

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

_____

MIKE MACKEY
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, MIKE. MACKEY, President, Board of Trustees, Dickinson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2011.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires _____

SEAL

Executed this _____day of _____, 2011

GALVESTON COUNTY W CI.D #1

_____
SHAMARION BARBER
PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, SHAMARION BARBER, President, Board of Directors, Galveston County Water Control & Improvement District #1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2011.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
SEAL My Commission Expires _____

Executed this **28th** day of **June**, 2011

COUNTY OF GALVESTON

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, MARK HENRY, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of June, 2011

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

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires Feb. 14, 2015

GRANTEE

Tonia Howard
834 Salmon Drive
Dallas, Texas 75208

After Recording Return to

Perdue, Brandon, Fielder, Collins & Mott, L.L P
1235 North Loop West, Suite 600
Houston, Texas 77008

NOTICE OF CONFIDENTIALITY RIGHT:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF GALVESTON	§	

KNOW ALL MEN BY THESE PRESENTS that the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY EDUCATION DISTRICT, BACLIFF MUNICIPAL UTILITY DISTRICT and GALVESTON COUNTY, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34 05, Texas Property Tax Code, for and in consideration of the sum of THREE THOUSAND NINE HUNDRED FIFTY DOLLARS ($ 3,950.00), in hand paid by DAVID D JETELINA ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY EDUCATION DISTRICT, BACLIFF MUNICIPAL UTILITY DISTRICT and GALVESTON COUNTY, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No 07TX0669, styled Dickinson Independent School District vs Thelma Anne Strickland said property being described as

LOT TWENTY-ONE (21) BLOCK ONE HUNDRED TEN (110), CLIFTON BY THE SEA SUBDIVISION OUT OF THE E PAYNE SURVEY, ABSTRACT 164, LOCATED IN GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 1711, PAGE 463 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS (ACCOUNT NUMBER 2655-0110-0021-000)

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5 023 of the Property Code.

GRANTOR conveys the property:

(a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

(b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

(c) subject to any right of redemption, and

(d) subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on

(a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,

(b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

(c) the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),

(d) compliance with applicable environmental laws, rules or regulations, and

(e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body

By acceptance of this deed, GRANTEE acknowledges and agrees·

(a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

(b) GRANTEE has inspected the property and is relying solely on **his** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

(c). that any information provided with respect to the property was obtained from a variety of sources, and

(d). GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information

(e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **his** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S

predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants

GRANTEE hereby further agrees on behalf of **himself** and **his** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said DAVID D JETELINA, **his** successors, beneficiaries, heirs and assigns forever, so that neither the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY EDUCATION DISTRICT, BACLIFF MUNICIPAL UTILITY DISTRICT and GALVESTON COUNTY, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

_____

MIKE MACKEY
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, MIKE MACKEY, President, Board of Trustees, Dickinson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2011

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

SEAL

Executed this _____day of _____, 2011

BACLIFF MUNICIPAL UTILITY DISTRICT

_____
BRAD BINGHAM
PRESIDENT, BOARD OF DIRECTORS

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, BRAD BINGHAM, President, Board of Directors, BACLIFF MUNICIPAL UTILITY DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2011.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires _____

SEAL

Executed this 28th day of June, 2011

COUNTY OF GALVESTON

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, MARK HENRY, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of June, 2011

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

SEAL

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: Feb. 14, 2015

GRANTEE

David D. Jetelina
18118 Lakeside Lane
Houston, Texas 77058

After Recording Return to

Perdue, Brandon, Fielder, Collins & Mott, L L P
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #5

THE COUNTY OF GALVESTON

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

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

June 20, 2011

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

Re Abandonment of an Unopened Alley
Right of Way – Port Bolivar

Gentlemen

On May 31, 2011, Commissioner' Court approved the petition from Odessa Mouton, Darby Wayne Mouton and wife Vicki Lynn Mouton, and Charles W Roberts and wife Bonnie A Roberts to abandon the unopened alley right of way located in Block 66, Port Bolivar Petitioners have now fulfilled all of the requirements for the abandonment and have submitted to us a check in the amount of $4,365.00, representing the appraised value of the land and expenses incident to said abandonment In this connection, we are attaching copies of Affidavit, Notice, and the original Order of Abandonment

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

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Enc
cc Commissioner Pat Doyle, Precinct 1

5/

STATE OF TEXAS }
}
COUNTY OF GALVESTON }

ORDER OF ABANDONMENT AND DISCONTINUANCE OF AN UNOPEDED ALLEY RIGHT OF WAY IN BLOCK 66, PORT BOLIVAR TOWNSITE GALVESTON COUNTY, TEXAS

On this the 28th day June, 2011, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled session with the following members thereof present

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

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

There came on to be heard the Application of Odessa Mouton, Darby Wayne Mouton and wife Vicki Lynn Mouton, and Charles W Roberts and wife Connie A Roberts, and Three (3) others, all freeholders of Precinct No 1, in Galveston County, Texas, requesting the Commissioners' Court of Galveston County to adopt this Order of Abandonment and Discontinuance vacating, abandoning and closing that certain unopened and unused portion of right of way, more particularly described as follows, to-wit

AS SHOWN ON EXHIBITS "A" & "B"

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

It further appears to the Court that if said right of way is abandoned, Petitioners are willing to pay to the County of Galveston the fair market value of the right of way, which the Court finds pursuant to written appraisal to be Three Thousand, Six Hundred and Fifteen and No/100 ($3,615 00) Dollars, plus appraisal fee in the amount of Seven Hundred and Fifty and No/100 ($750 00) Dollars

IT IS THEREFORE ORDERED, ABANDONED AND DECREED that for and in consideration of the total sum of Four Thousand, Three Hundred and Sixty-Five and No/100 ($4,365 00) Dollars, the tract of land designated above be and the same hereby is subject, however, to any rights acquired by any private citizen by prescriptive easement, if any, as well as subject to both any other public utility or common carrier easements, and/or other easement(s), if any, of record and on the ground, VACATED, ABANDONED AND CLOSED as public right of way, and every claim or right of the County of Galveston or the general public has or may have in the unopened and unused right of way described herein is hereby released and relinquished forever

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

UPON MOTION OF ~~XXXXXXXXXXXXXX~~ COUNTY JUDGE HENRY, SECONDED BY COMMISSIONER O'BRIEN, and unanimously carried and adopted by the affirmative vote of each and all of the members of the Court

COUNTY OF GALVESTON, TEXAS

Mark Henry

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan

Dwight D Sullivan, County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF GALVESTON }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of June, 2011.

Roxana G. Lewis

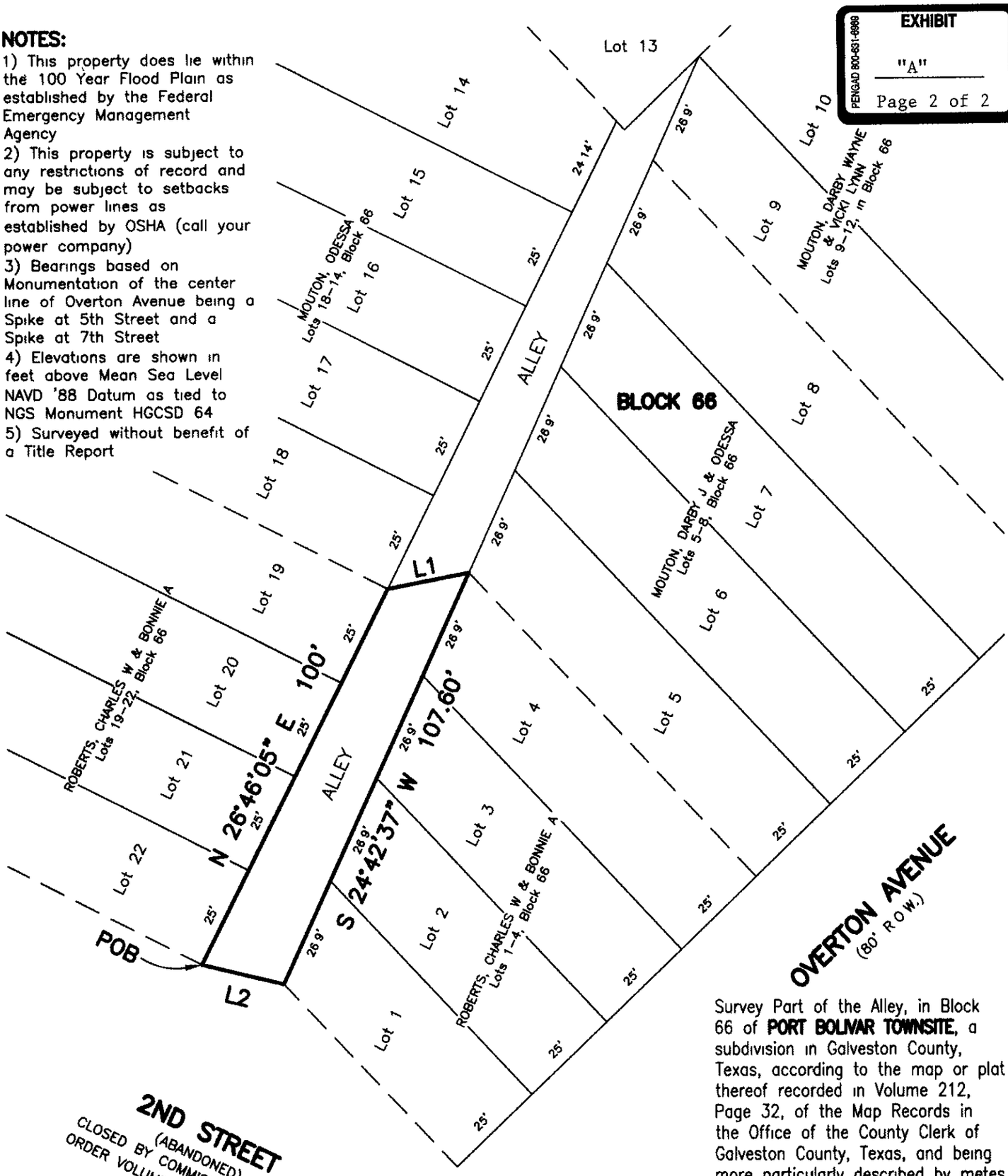
Notary Public for the State of Texas
My Commission expires Feb. 14, 2015

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

NOTES:

1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency
2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company)
3) Bearings based on Monumentation of the center line of Overton Avenue being a Spike at 5th Street and a Spike at 7th Street
4) Elevations are shown in feet above Mean Sea Level NAVD '88 Datum as tied to NGS Monument HGCSD 64
5) Surveyed without benefit of a Title Report

PENGAD 800-631-6989



Survey Part of the Alley, in Block 66 of **PORT BOLIVAR TOWNSITE**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 212, Page 32, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit A.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date

Sidney Bouse
Registered Professional
Land Surveyor No. 5287

STATE OF TEXAS
REGISTERED
SIDNEY BOUSE
5287
PROFESSIONAL
LAND SURVEYOR

*NOTE MOUTON, DARBY WAYNE & VICKI LYNN
Lot 13, in Block 66

L1= N 79°11'30" E 19.97'
L2= N 76°30'54" W 20.23'

LEGEND

Division Between Properity

RECORD

SCALE: 1" = 30'

SURVEY DATE	January 24, 2011
FILE No	5960-0066-0005-000
DRAFTING	jk
JOB No	11-0073

COASTAL SURVEYING OF TEXAS, INC.
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P.O. BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377
CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-8400 fx (409) 684-8112
WWW.SURVEYGALVESTON.COM

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P O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
-6400 fx (409) 684-6112
PENGAD 800-631-6989

EXHIBIT

"A"

Being a portion of the alley within Block 66, Port Bolivar Townsite, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 113, Page 1 in the office of the County Clerk, Galveston County, Texas, and that portion of said Alley being more particularly described by metes and bounds as follows,

BEGINNING at the South corner of Lot 22 in said Block 66,

THENCE N 26°46'05" E, along the Southeasterly line of Lots 22, 21, 20 and 19, a distance of 100.00 feet to the South corner of Lot 18;

THENCE N 79°11'30" E, crossing the alley, a distance of 19 97 feet to the West corner of Lot 5, in Block 66,

THENCE S 24°42'32" W, along the Southeasterly line of the alley and the Northwesterly line of Lots 4, 3, 2 and 1, a distance of 107.60 feet,

THENCE N 76°30'54" W , crossing the said alley, a distance of 20.23 feet to the POINT OF BEGINNING and having an area of 1859.19 Square Feet or 0.042 Acre

COASTAL SURVEYING OF TEXAS, INC.
GALVESTON OFFICE
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CRYSTAL BEACH, TX 77650
684-6400 fx (409) 684-6112

EXHIBIT

"B"

Page 1 of 2

PENGAD 800-631-6989

Being a portion of the alley within Block 66, Port Bolivar Townsite, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 113, Page 1 in the office of the County Clerk, Galveston County, Texas, and that portion of said Alley being more particularly described by metes and bounds as follows,

BEGINNING at the South corner of Lot 18 in said Block 66,

THENCE N 26°45'44" E, along the Southeasterly line of Lots 18,17,15 and 14, a distance of 124.14' to the Southwesterly line of Lot 13,

THENCE S 43°32'44" E, along the Southwesterly line of said Lot 13, a distance of 2.75 feet to the South corner of said Lot 13;

THENCE N 46°27'16' E along the Southeasterly line of said Lot 13, a distance of 24.99 feet to the Southeasterly line of the said Alley;

THENCE S 24°42'32' W, along the Southeasterly line of the alley and the Northwesterly line of Lots 9, 8, 7, 6 and 5 a distance of 134.58' feet to the West corner of said Lot 5,

THENCE S 79°32'13" W, crossing the said Alley, a distance of 19.90 feet to the POINT OF BEGINNING and having an area of 1756.48 Square Feet or 0.040 Acre.

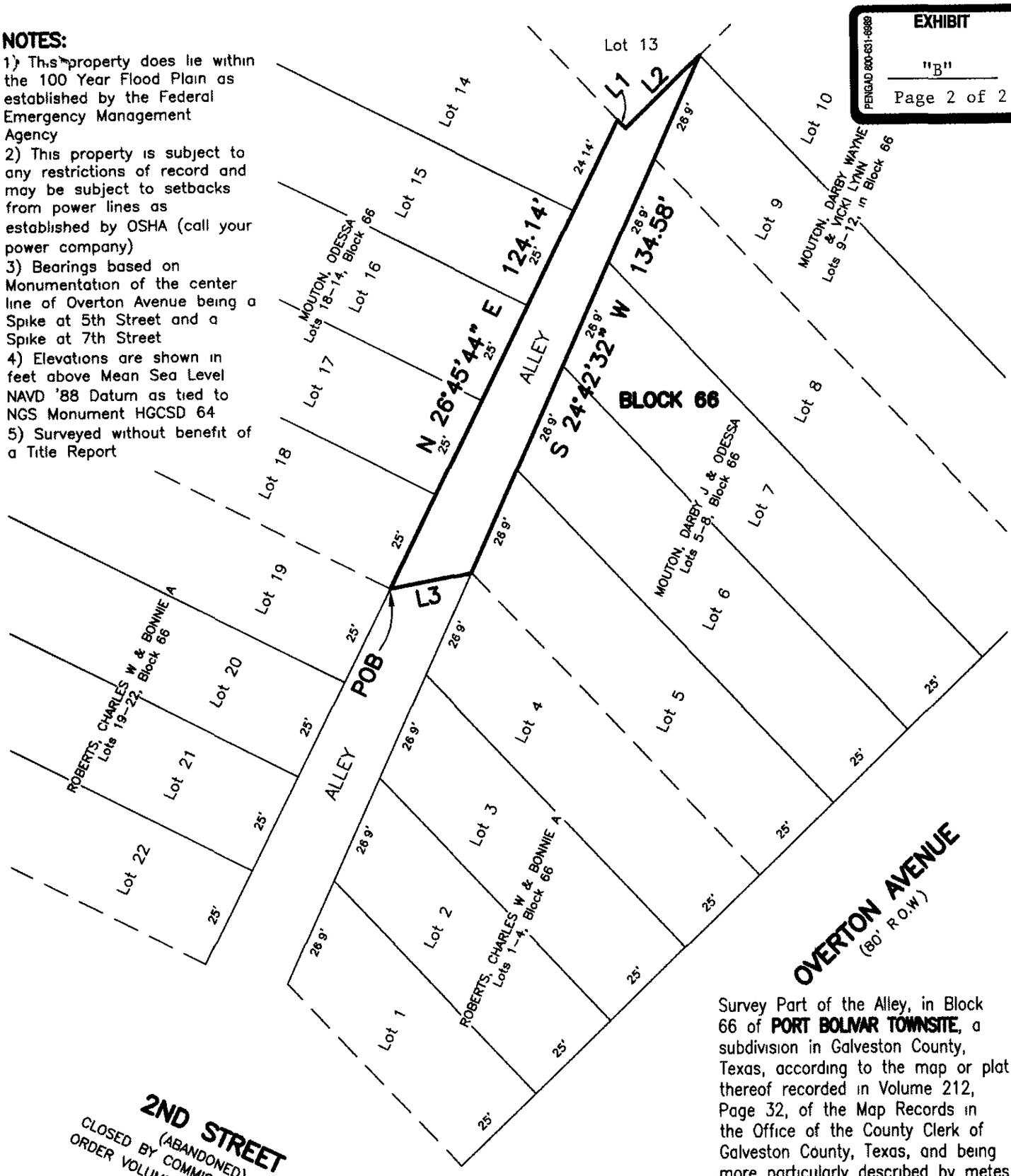
NOTES:

1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency
2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company)
3) Bearings based on Monumentation of the center line of Overton Avenue being a Spike at 5th Street and a Spike at 7th Street
4) Elevations are shown in feet above Mean Sea Level NAVD '88 Datum as tied to NGS Monument HGCSD 64
5) Surveyed without benefit of a Title Report

PENGAD 800-631-6989

EXHIBIT

"B"



2ND STREET
(ABANDONED)
CLOSED BY COMMISIONERS COURT
ORDER VOLUME 2277 / PAGE 137

Survey Part of the Alley, in Block 66 of **PORT BOLIVAR TOWNSITE**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 212, Page 32, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit A.

*NOTE MOUTON, DARBY WAYNE & VICKI LYNN
Lot 13, in Block 66

L1= S 43°32'44" E 2.75'
L2= N 46°27'16" E 24.99'
L3= S 79°32'13" W 19.90'

LEGEND

Division Between Property

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date

Sidney Bouse
Registered Professional
Land Surveyor No 5287

STATE OF TEXAS
REGISTERED
SIDNEY BOUSE
5287
PROFESSIONAL
LAND SURVEYOR

RECORD

SCALE: 1" = 30'

SURVEY DATE	January 24, 2011
FILE No	5960-0066-0005-000
DRAFTING	jk
JOB No	11-0073

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WWW.SURVEYGALVESTON.COM

STATE OF TEXAS }
}
COUNTY OF GALVESTON }

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Odessa Mouton, of the Port Bolivar Townsite, Galveston County, Texas, who, being first duly sworn on his oath says that she is over eighteen (18) years of age and she is not incapacitated in any way, that she is a Petitioner in the attached copy of a Petition to Abandon an unopened alley right of way in Blocks 66, Port Bolivar Townsite Subdivision, Galveston County, Texas, for the following described property, to-wit:

As shown on Exhibits "A" & "B"

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

One at : Port Bolivar Post Office
One at: Joe's Crab and Bait Shop

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

Odessa Mouton

Odessa Mouton

SUBSCRIBED AND SWORN TO BEFORE ME by the said Odessa Mouton on this the 20th day of June 2011, to certify which witness my hand and seal of office.

Dana Marie DeKerlegand

Notary Public in for The State of Texas

DANA MARIE DEKERLEGAND
MY COMMISSION EXPIRES
June 14, 2012

AFFIDAVIT

NOTES:

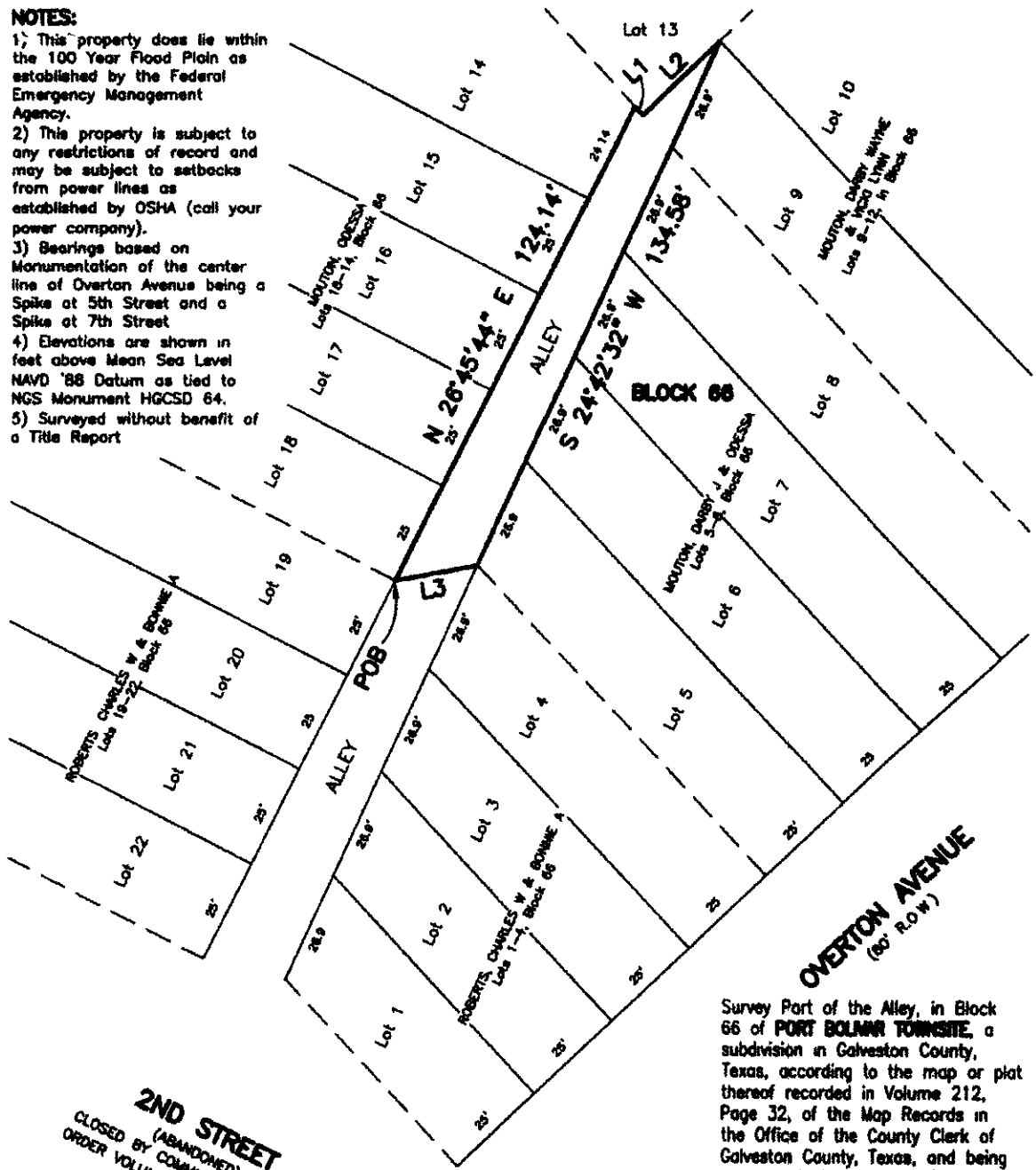
1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.

2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).

3) Bearings based on Monumentation of the center line of Overton Avenue being a Spike at 5th Street and a Spike at 7th Street

4) Elevations are shown in feet above Mean Sea Level NAVD '88 Datum as tied to NGS Monument HGCSD 64.

5) Surveyed without benefit of a Title Report



Survey Part of the Alley, in Block 66 of **PORT BOLIVAR TOWNSITE**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 212, Page 32, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit A.

2ND STREET
(ABANDONED)
CLOSED BY COMMISSIONERS COURT
ORDER VOLUME 2277 / PAGE 137

*NOTE. MOUTON, DARBY WAYNE & VICKI LYNN
Lot 13, in Block 66

L1= S 43°32'44" E 2.75'
L2= N 48°27'16" E 24.99'
L3= S 79°32'13" W 19.90'

LEGEND

Division Between Property

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date

Sidney Bouse
Registered Professional
Land Surveyor No. 5287

STATE OF TEXAS
REGISTERED
SIDNEY BOUSE
5287
LAND SURVEYOR

EXHIBIT
"A"
Page 1 of 2

SCALE: 1" = 30'

SURVEY DATE	January 24, 2011
FILE No.	5980-0086-0005-000
DRAFTING	JK
JOB No.	11-0073

COASTAL SURVEYING OF TEXAS, INC.
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Exhibit "A"

Being a portion of the alley within Block 66, Port Bolivar Townsite, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 113, Page 1 in the office of the County Clerk, Galveston County, Texas, and that portion of said Alley being more particularly described by metes and bounds as follows;

BEGINNING at the South corner of Lot 18 in said Block 66;

THENCE N 26°45'44" E, along the Southeasterly line of Lots 18,17,15 and 14, a distance of 124.14' to the Southwesterly line of Lot 13;

THENCE S 43°32'44" E, along the Southwesterly line of said Lot 13, a distance of 2.75 feet to the South corner of said Lot 13;

THENCE N 46°27'16' E along the Southeasterly line of said Lot 13, a distance of 24.99 feet to the Southeasterly line of the said Alley;

THENCE S 24°42'32' W, along the Southeasterly line of the alley and the Northwesterly line of Lots 9, 8, 7, 6 and 5 a distance of 134.58' feet to the West corner of said Lot 5;

THENCE S 79°32'13" W, crossing the said Alley, a distance of 19.90 feet to the POINT OF BEGINNING and having an area of 1756.48 Square Feet or 0.040 Acre.

EXHIBIT
"A"
Page 2 of 2

NOTES:

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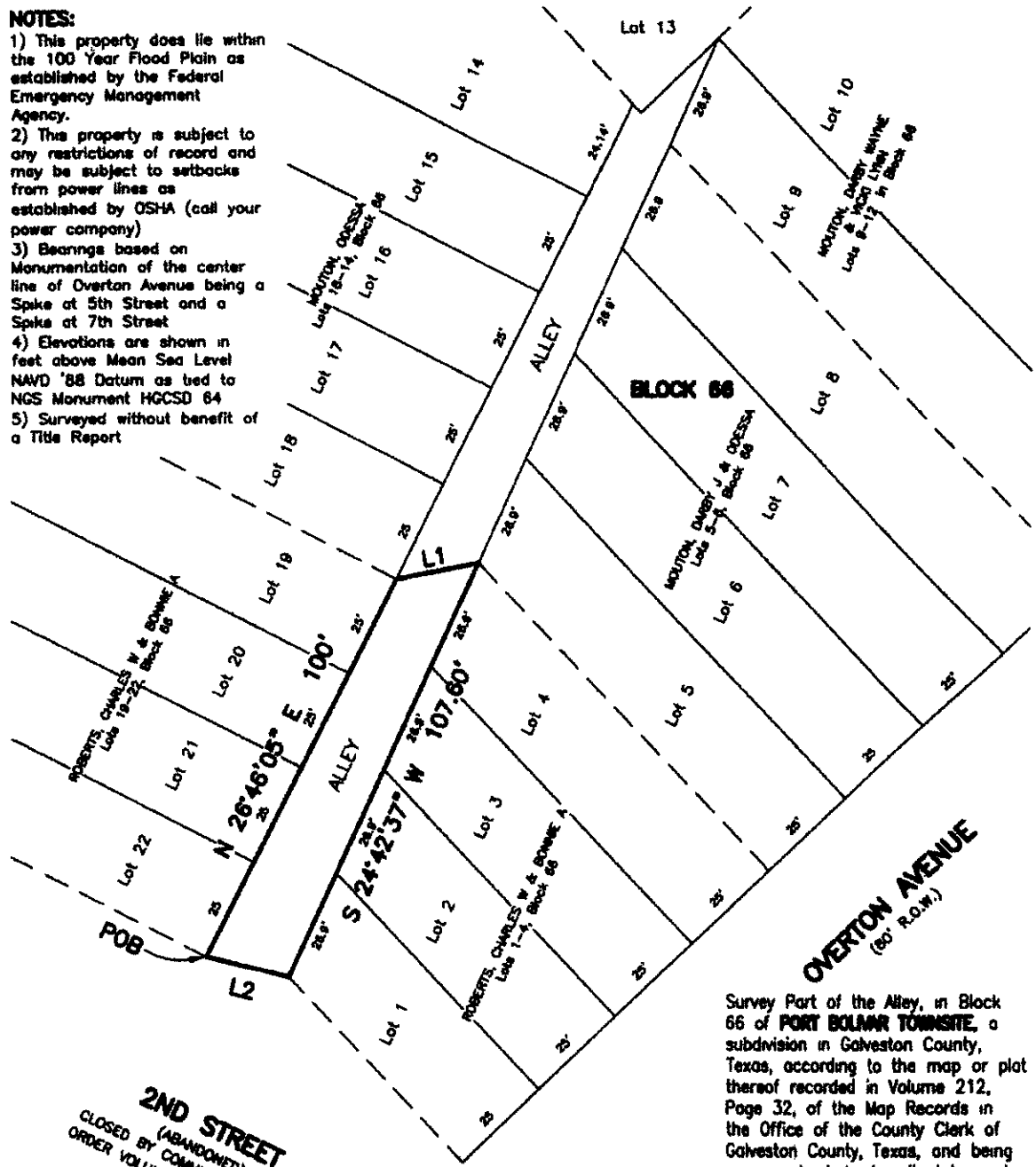

Survey Part of the Alley, in Block 66 of **PORT BOLIVAR TOWNSITE**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 212, Page 32, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit A.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Sidney Bouse
Registered Professional
Land Surveyor No 5287

STATE OF TEXAS
REGISTERED
SIDNEY BOUSE
5287
LAND SURVEYOR

*NOTE MOUTON, DARBY WAYNE & VICKI LYNN
Lot 13, in Block 66

L1= N 79°11'30" E 19.97'
L2= N 76°30'54" W 20.23'

LEGEND

Division Between Property

EXHIBIT
"B"
Page 1 of 2

SCALE: 1" = 30'

SURVEY DATE	January 24, 2011
FILE No.	5980-0066-0005-000
DRAFTING	JK
JOB No.	11-0073

COASTAL SURVEYING OF TEXAS, INC.
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Exhibit "B"

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BEGINNING at the South corner of Lot 22 in said Block 66;

THENCE N 26°46'05" E, along the Southeasterly line of Lots 22, 21, 20 and 19, a distance of 100.00 feet to the South corner of Lot 18;

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EXHIBIT

"B"

PETITION TO CLOSE AN ALLEY RIGHT OF WAY
IN BLOCK 66
PORT BOLIVAR TOWNSITE
GALVESTON COUNTY, TEXAS

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

NOW COMES, Odessa Mouton (Exhibit 1), Darby Wayne Mouton and wife, Vicki Lynn Mouton (Exhibit) 1), Charles W. Roberts and wife Bonnie A. Roberts (Exhibit 2), and three (3) other freeholders of Precinct No. 1, Galveston County, Texas, and file this their Petition and Application for the abandonment and discontinuance of unopened County alley right of way located Galveston County, Texas, and for an appropriate Order of this Honorable Court so abandoning and discontinuing said hereinafter described right of way which lies within Precinct No. 1, Galveston County, Texas, in accordance with and as provided for by Chapter 251, Sub-Chapter B, of the Texas Transportation Code, and in support thereof would respectfully show unto the Court the following.

I.

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

See attached Exhibits "A" and "B" attached hereto and made a part thereof.

II

That Petitioners, Odessa Mouton, Darby Wayne Mouton and wife Vicki Lynn Mouton, Charles W. Roberts and wife Bonnie A. Roberts are the owners of Block 66, Port Bolivar Townsite, a subdivision in Galveston County, Texas, in which said right of way is located.

III.

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

IV

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

V.

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

VI.

That in the event said right of way is abandoned by the County, Petitioners, Odessa Mouton, Darby Wayne Mouton and wife Vicki Lynn Mouton, Charles W. Roberts and wife Bonnie A. Roberts are willing to pay to the County the fair market value of such right of way as determined by a Real Estate Appraiser chosen by the County as well as all appraisal costs.

VII.

All public and private utility companies serving the area have determined that they

have no facilities within the area to be abandoned and have no objection to this abandonment

VIII.

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

Odessa Mouton

Darby Wayne Mouton

Charles W. Roberts

Bonnie A. Roberts

Vicki Lynn Mouton

ABANDONMENT\PETITION

NOTES:

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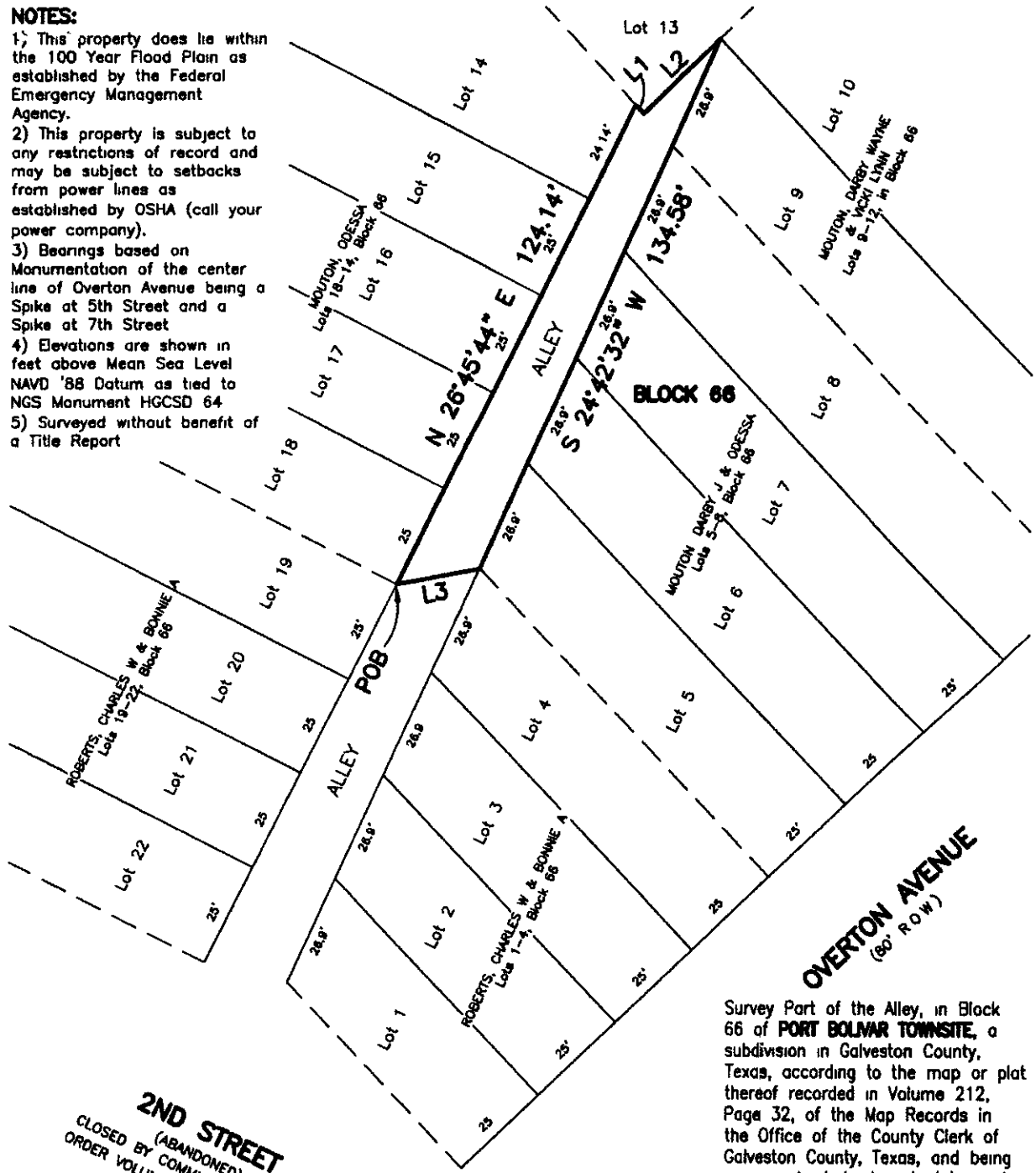

2ND STREET
(ABANDONED)
CLOSED BY COMMISIONERS COURT
ORDER VOLUME 2277 / PAGE 137

*NOTE MOUTON, DARBY WAYNE & VICKI LYNN
Lot 13, in Block 66

L1= S 43°32'44" E 2.75'
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L3= S 79°32'13" W 19.90'

LEGEND

Division Between Property

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I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Sidney Bouse
Registered Professional
Land Surveyor No 5287

STATE OF TEXAS REGISTERED SIDNEY BOUSE 5287 PROFESSIONAL LAND SURVEYOR

EXHIBIT
"A"
Page 1 of 2
PENGAD 800-631-6989

RECORD

SCALE: 1" = 30'

SURVEY DATE	January 24, 2011
FILE No	5960-0066-0005-000
DRAFTING	jk
JOB No	11-0073

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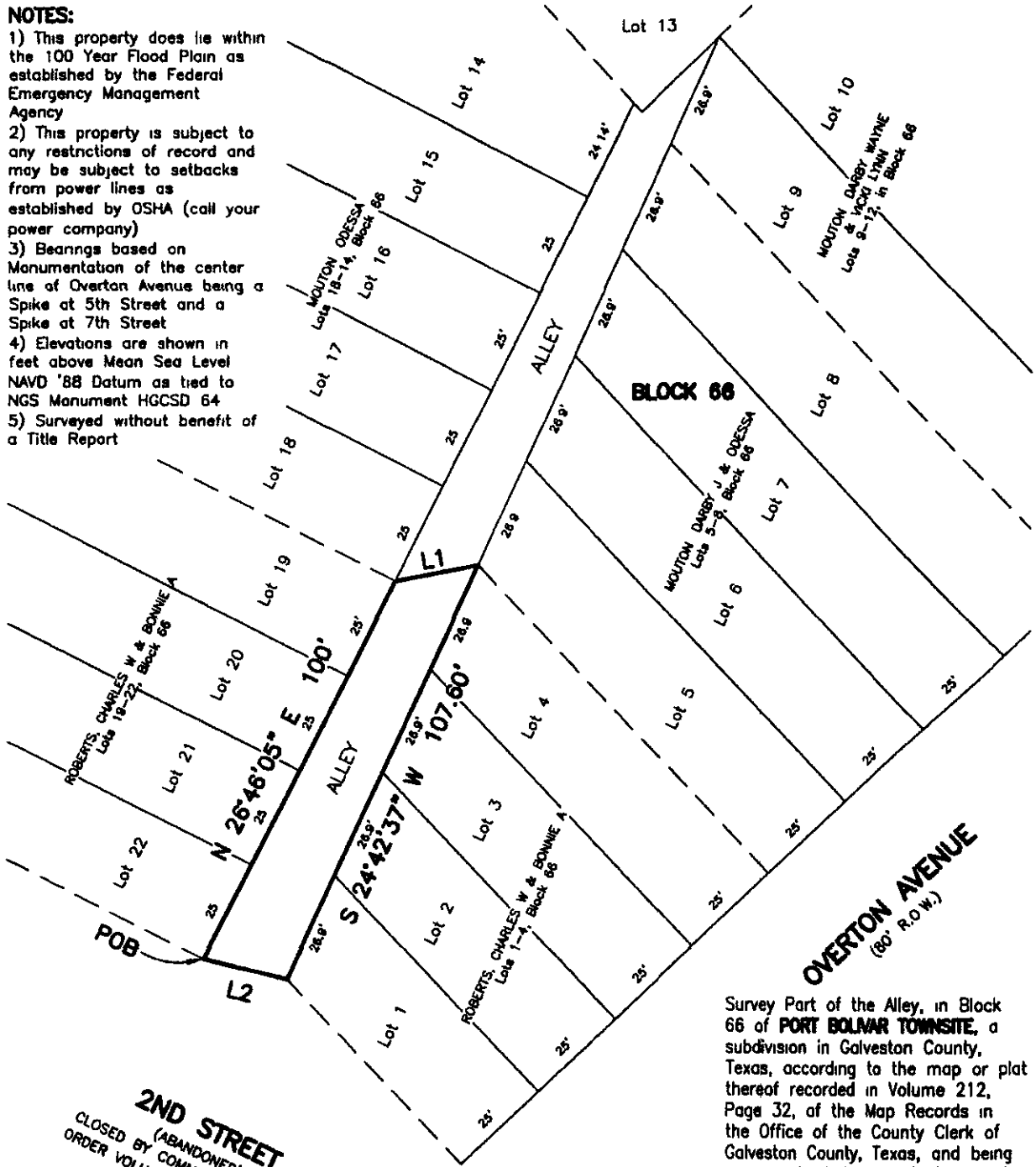

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Land Surveyor No. 5287

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LEGEND

Division Between Property

EXHIBIT
"B"
Page 1 of 2
PENGAD 800-631-6989

RECORD

SCALE: 1" = 30'

SURVEY DATE	January 24, 2011
FILE No	5960-0066-0005-000
DRAFTING	jk
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PENGAD 800-631-6989
EXHIBIT
"B"
Page 2 of 2

NOTICE

PETITION TO CLOSE AN UNOPENED COUNTY ALLEY RIGHT OF WAY LOCATED IN BLOCK 66 PORT BOLIVAR TOWNSITE GALVESTON COUNTY, TEXAS

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

As shown on Exhibits "A" and "B"

You are hereby notified that the undersigned freeholders of Precinct No.1 of Port Bolivar Townsite, Galveston County, Texas, have filed with the Commissioners' Court of Galveston County a Petition and Application for the Permanent Abandonment and Discontinuance of this portion of an opened county alley right of way as herein above described, and that said matter will be heard by Commissioners' Court on the 21st day of June, 2011, at 1:00 p.m. or as soon thereafter as convenient to the Commissioners' Court of Galveston County, Texas

WITNESS OUR HANDS, this the 31 day of May, 2011.

Jared Kilsby	Odessa Mauton
[illegible]	Vicki Lynn Mauton
Charles W Roberts	Wayne Mull
Bonnie A. Roberts	[illegible]

NOTICE

Posted 'our' house
5-31-11

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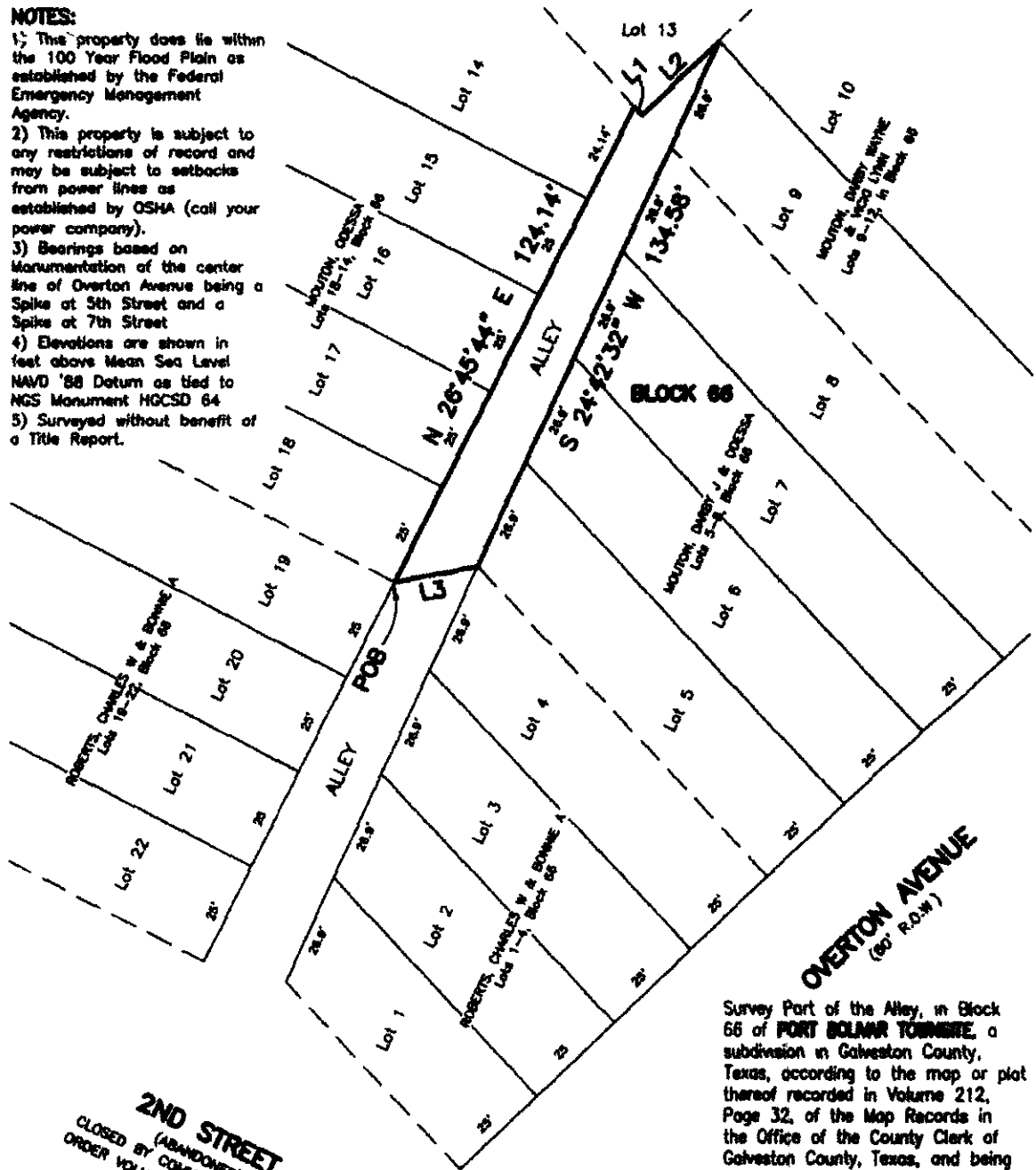

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2ND STREET
(ABANDONED)
CLOSED BY COMMISSIONERS COURT
ORDER VOLUME 2277 / PAGE 137

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LEGEND

Division Between Property

EXHIBIT
"A"
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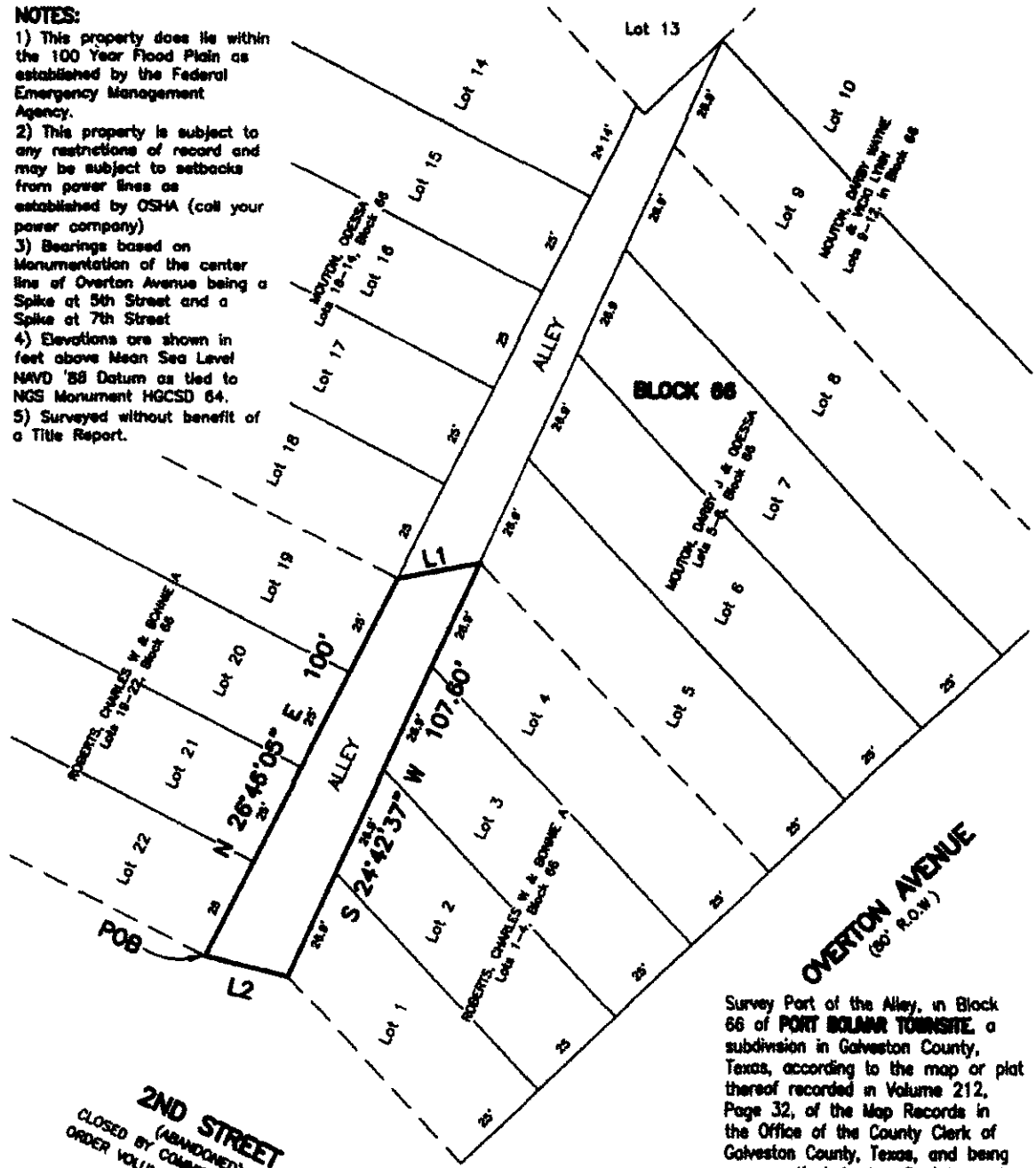

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Lot 13, in Block 66

L1= N 79°11'30" E 19.97'
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Division Between Property

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STATE OF TEXAS
SIDNEY BOUSE
5287
LAND SURVEYOR

EXHIBIT
"B"
Page 1 of 2

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EXHIBIT

"B"

Page 2 of 2

AGENDA ITEM #6

THE COUNTY OF GALVESTON

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

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

June 20th, 2011

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

Re Abandonment of portion of unopened
5th Street, Avenue A, and unopened 12'
Alleys in Blocks 4, 5, 8, 9, & 16
Old Algoa Townsite

Gentlemen

Attached for your consideration is a Petition from Mr & Mrs Andrew Ryan for the abandonment of the captioned right of way Petitioners own the property surrounding the unopened rights of way and are willing to pay the fair market value of the land plus any expenses incurred

If you are agreeable, we will notify Petitioners to post the Notice of the proposed abandonment of this right of way for the required twenty (20) day period, after which they will execute an Affidavit confirming the posting Following receipt of the Affidavit, we will present instruments to Commissioners' Court for acceptance and entry of the Final Order

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl

cc Commissioner Kevin O'Brien, Precinct 2

PETITION TO CLOSE A PORTION OF UNOPENED RIGHT OF WAY

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

Old Algoa Townsite

GALVESTON COUNTY, TEXAS

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

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

I.

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

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

II

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

III.

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

IV

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

V.

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

VI.

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

VII.

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

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

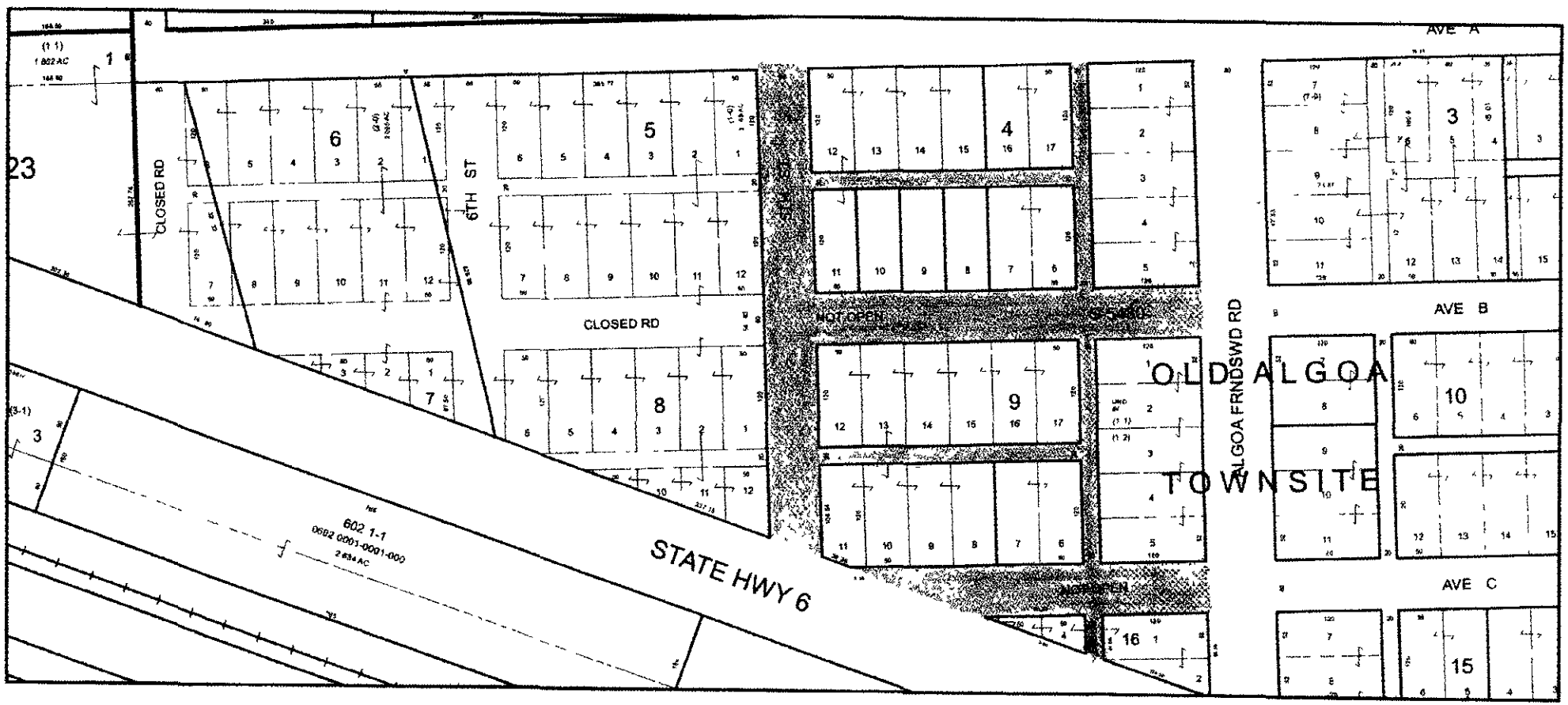
Nancy B Ryan
Nancy B Ryan

Edna E Easton
Edna E Easton

Lola W Ross
Lola W. Ross

Chustine Hay

ABANDONMENT\PETITION



EXHIBIT

"A"

PENGAD 800-631-6989

AGENDA ITEM #7

COUNTY OF GALVESTON

FY 2011 INVESTMENT REPORT
SECOND QUARTER
JANUARY 2011 THROUGH MARCH 2011

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EXHIBITS

Exhibit A "FACT SHEET" AND PORTFOLIO SUMMARY
Exhibit B: MONTHLY Proof for Accuracy: MM, LGIP and CASH
Exhibit C. Portfolio Holdings by Security Type
Exhibit D Earnings and Yields Summary Report
Exhibit E GASB 40 Report
Exhibit F GASB 31 Compliance Detail
Exhibit G: Pending Investments
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FY 2011 INVESTMENT REPORT

JANUARY 1, 2011 THROUGH MARCH 31, 2011

Disclosure; Notice of Significant Concerns

There are currently no known areas of concern either with safety or diversity of investments held in Galveston County's Portfolio, or in regards to deposits held at any particular institutions

A. COMPLIANCE AND REPORTING REQUIREMENTS

This report is made in accordance with the provisions of Government Code 2256 known as The Public Funds Investment Act, which requires the reporting of investments to Commissioners' Court at least quarterly.

This report is intended to present a fair, accurate, and detailed summary of investment activity The investments held in Galveston County's portfolio comply with the Public Funds Investment Act, and the County's Investment Policy and Strategies. This report is prepared in compliance with generally accepted accounting principles.

B. FINANCIAL SUMMARY - INVESTMENTS AT-A-GLANCE

1. Securities held Mar 31, 2011[1]	$	15,089,711	see Exhibit C
2. Securities Purchased (PAR) Jan 1 to Mar 31 [3]	$	0	see Exhibit F
3. Investments pending	$	0	see Exhibit G
4. Securities matured Jan 1 to Mar 31: [3]	$	2,277,002	see Exhibit F
5. Securities Liquidated Jan 1 to Mar 31 [3]	$	0	see Exhibit F
6. Changes in Market Value Jan 1 to Mar 31 [4]	$	0	see Exhibit F
7. Invest Interest Rcvd Jan 1 to Mar 31:[2]	$	0	see Exhibit F
8. Market Value of Securities held Mar 31: [1]	$	15,089,711	see Exhibit C
9. Additional Investable funds as of Mar 31[B]	$	239,444,182	see Exhibit A **(See note)**
10. Interest Earnings (Cash) Jan 1–Mar 31	$	540,337	see Exhibit B

[B] Using the Investment Procedure's $10million base Generally outside investments are yielding less than approved Pool deposits at this time.

[1]Figure is based upon Market Value and interest compounding as of the date listed

[2]Investment interest figures do not include the interest earned on Cash (Demand, Money Market, CBA and Pool) Accounts Those are reported in item 10. CDs only recorded at maturity.

[3]Purchased and Sold securities do not include NOW, CBA, Pool or Money Market Accounts. It does include reinvested interest earnings on CDs.

[4]All investments are CDs which receive interest that is reinvested. No market value changes

The County's Investment policy sets the Interest Yield Benchmark as the 6 month Treasury Bill. As of March 31, 2011 it yielded 0 18% The actual interest yield on the entire portfolio (Cash and Securities) is currently .906%, including the $10 million required liquidity

Galveston County currently owns 3 securities for a total market value of $15,089,711. There are no outstanding investment transactions at this time.

Cash flow analyses were done for bond project funds. The County's investment procedures suggest that $10 million be kept as a liquidity base for current accounts payable with the remainder laddered out. As of March 31, 2011 there was approximately $239,444.182 in additional funds that could be available for investment into securities Of this, 37% of it mainly represented funds currently at various pools yielding an average APY rate of .142%. These amounts represent both general fund operating funds, and various bond and debt service funds. Since Hurricane Ike hit on September 12, 2008, retaining higher liquidity levels has been necessary in order to manage cash flows before being reimbursed by FEMA for recovery projects.

Galveston County's deposits at all Depository Banks are fully collateralized at, or over, 110% and there are no known problems with any collateral placed against these deposits. Galveston County monitors all collateral for both depository contract compliance and risk.

C. INDIVIDUAL INVESTMENT DETAIL

1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED

(a) The total funds available to be invested that have not yet been requested to be invested in a security total $0 This is due to the fact that there are no eligible securities whose yield is paying better than our main depositories

2. NON INVESTABLE FUNDS (THESE ARE FUNDS FOR FUTURE ACCOUNTS PAYABLE)

(a) Currently, the County's investment procedures set aside $10,000,000 in highly liquid accounts to meet nearby obligations of the County. As of March 31 2011, there was $151,779,970 in NOW Checking accounts, and Money Market Accounts. The balance was kept in pool accounts which are currently yielding around 0 14% versus our depository's Money Market accounts at 1 65% (before a netting of earnings credits and fees). The Depository yield dropped significantly beginning October 1, 2009 from 3.62% due to contract renegotiations and limited bond funds that could be kept at our main depository These funds are available on a daily basis to meet current needs. Given the impact of hurricane Ike and the need for cash flow liquidity until FEMA reimbursements are received, the plan is to let these funds remain liquid to cover short term obligations

FY 2011 INVESTMENT REPORT

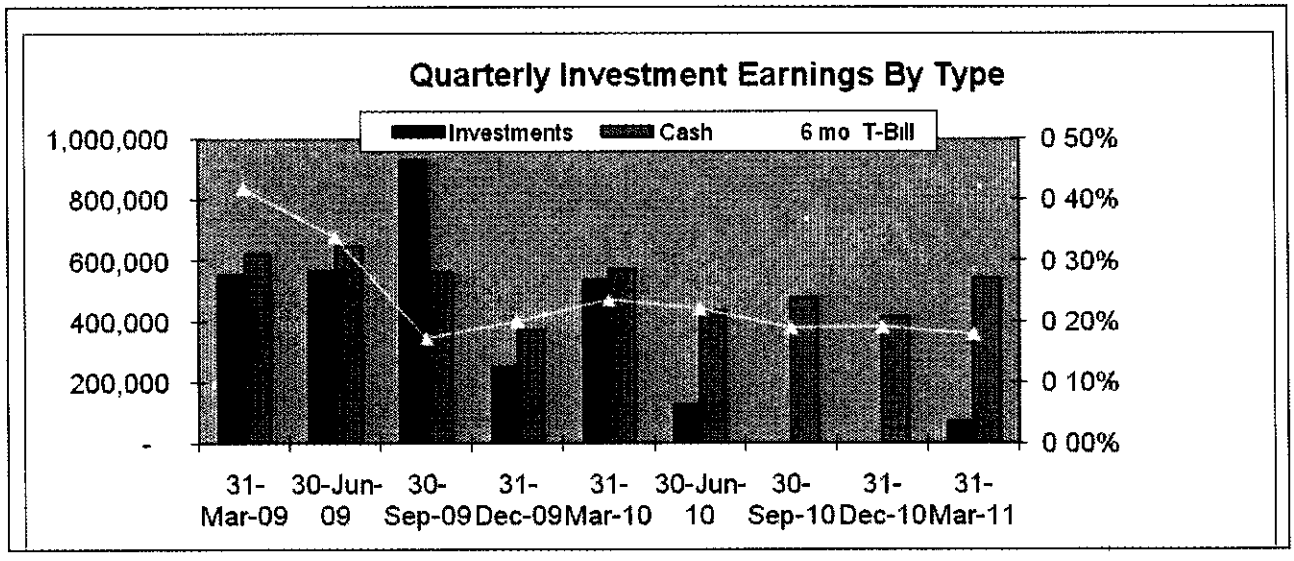
D. INTEREST EARNED

1. INTEREST SUMMARY FOR INVESTMENTS AND NON-INVESTABLE FUNDS

Income generated via the GASB 31 accounting method for both securities and cash accounts totaled $540,337 14 for the Second Quarter

Under GASB 31, securities earned $0 (Exhibit F), due to change in market value and reversal of market value earnings on matured instruments, and received interest earnings of $0, due to interest paid/maturities/sales The NOW, Money Market and Pool accounts (All Cash accounts) earned $540,337 14 (Exhibit B)

Total Earnings (GASB 31 Method) for FY2011 are $954,099.



The County's FY 2011 total budgeted Interest Revenue target is $1,692,000, down $612,000 from FY 2010. General Fund Interest Revenue is budgeted at $1,300,000 As of March 31, 2011 $699,868 00 had been credited to the General Fund (Obj Code 4811010)

The average weighted Yield to Maturity of Galveston County's Investments (excluding Cash), as of March31, 2011, was 9% excluding all Cash accounts (Schedule B), with a Weighted Average Maturity (WAM) of 103 days Currently there are 3 CD investments at Amegy bank, outside of cash and pool accounts

The YTM of the entire portfolio .906% with a WAM of 6 82 days as of March 31, 2011

Other Interest bearing accounts controlled by other elected officials, such as those held by the County Tax Assessor-Collector, are also earning interest that will eventually be transferred to the County Those accounts do not fall within our scope of investment accounts or funds available

for investment since they have not yet been turned over to the County Treasurer, and are therefore not reported here

Given the conflict between inflationary pressures, tightening credit markets due to mortgage market issues, and low consumer spending, the outlook for short term rates is expected to stay low and flat over the next 6 months (See Market Environment)

2. ARBITRAGE SUMMARY

(a) **Definition:**

Arbitrage is the simultaneous purchase and sale of two securities in order to profit from price, or yield, discrepancies. In governmental finance, the most common occurrence of arbitrage involves the investment of the proceeds from the sale of lower yielding, tax-exempt securities into a taxable instrument that yields a higher rate, resulting in interest revenue in excess of the interest cost on the issued security The Federal Government would like to prohibit bond issuance by entities for the sole purpose of taking advantage of these price/yield discrepancies To do this, it has enacted laws which require the issuing entity to give up any excess earnings if they can't meet certain requirements regarding the expenditure of the proceeds from bond issues in question

(b) **Galveston County Bond Issues – Arbitrage Report:**

Galveston County has 19 active bond issues which it is still monitoring and filing reports for arbitrage compliance and no arbitrage rebate liability has been identified. All bonds were issued at rates significantly higher than rates which can currently be earned by investments in this environment.

(C) **Follow-up needed regarding arbitrage**:

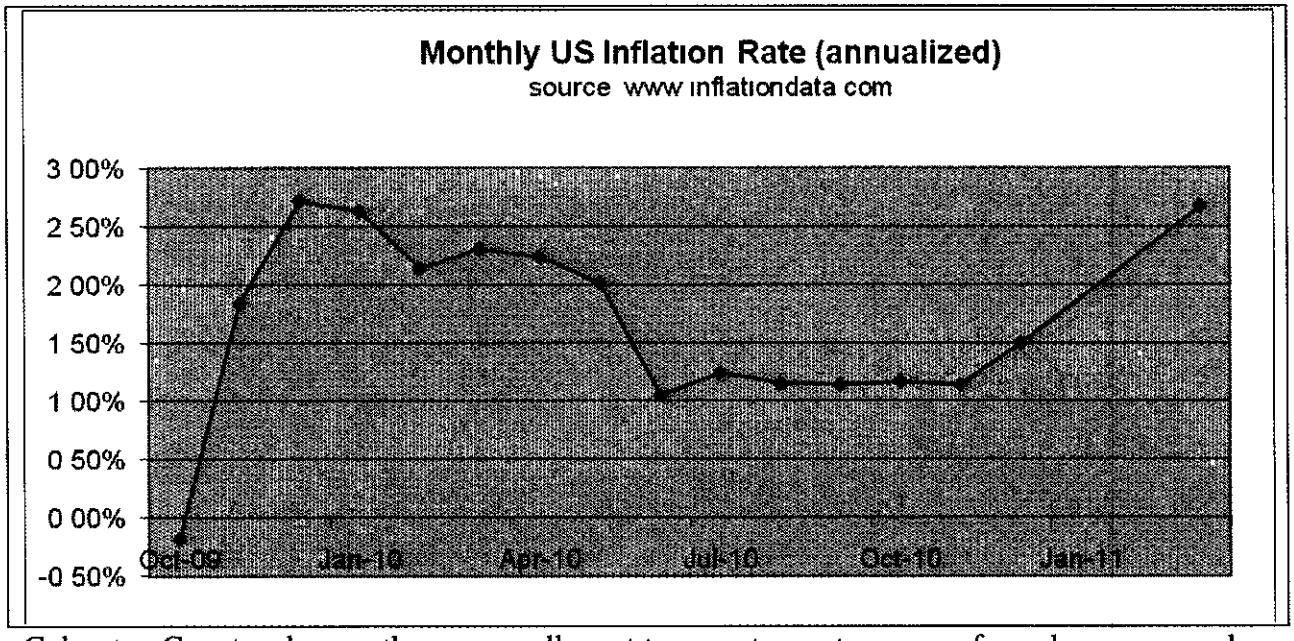
This office will continue to monitor arbitrage issues in relation to investments and keep commissioner's court informed of any changes in our rebate status Many of the issues have been fully spent, and therefore, no longer have any liability associated with them other than reporting in a timely manner

E. MARKET ENVIRONMENT AND FUTURE INVESTMENT PLANS

Very little has changed in the credit markets since the previous quarter

The housing sector has not recovered from its drop in construction/manufacturing, sales, and overall home values in nearly all parts of the United States Banks continue to experience mortgage losses. Unemployment claims continue to approximate 8.8%

Further tightening in the credit markets, volatile stock prices, higher unemployment and decreasing homeowners' equity, continues to depress consumer spending Annualized inflation through March of 2011 has increased to 2 68%, versus 1 50% in December 2010



Galveston County, along with many smaller entities, continues to recover from damage caused by Hurricane Ike. Community Development Block Grant housing repairs and reconstruction in various parts of the county has begun after extensive preparations.

Its anticipated that the combined impact of Hurricane Ike and the weak economy will continue to slow value growth in the county below rates seen in recent years, but no further decrease in values are currently anticipated. As a result, Moody's recently reconfirmed Galveston County's bond rating at "Aa2".

FY 2011 INVESTMENT REPORT

Any questions regarding investments, or this report, should be directed to Kevin Walsh at (409) 770-5395

Hon Kevin C Walsh, CPA
County Treasurer
Investment Officer

cc. County Judge
Commissioner's Court
County Auditor
Director of Finance & Administration-Budget Officer
Galveston County Investment Committee

Fact Sheet: Asset Detail (Total Portfolio: Cash and Securities)

EXHIBIT "A"

As of March 31, 2011

Galveston County, Texas

Liquid Cash Assets

Account	Balance	Percentage of Assets
	-	0%
Now/MM Accts (Bank)	151 779,970	57%
Certificated Bond Accounts	-	0%
Pooled Cash Accounts	97 664 212	37%
Sub-Totals	249,444,182	94%

Galveston County's Total Investable Assets
(including Required Liquidity),

YTM @ Cost	0 906%	
WAM	6 82	days

Investible Cash:

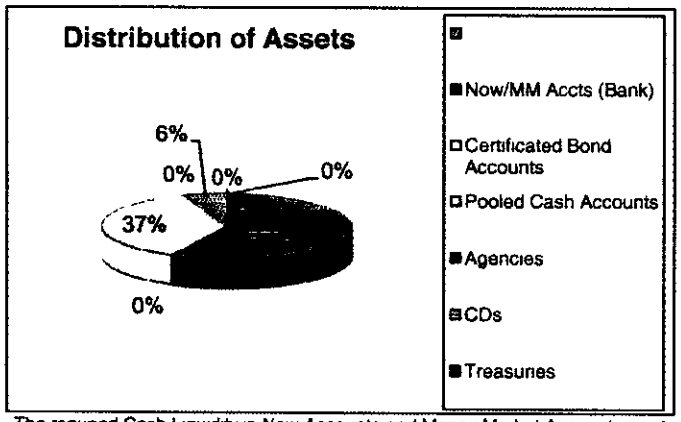
Current Liquid Cash Assets.		$ 249,444,182
Required Cash Liquidity:	($10,000,000)	
Outstanding Transfer Drctvs.	$0	
Residual For Investment:		**$239,444,182**

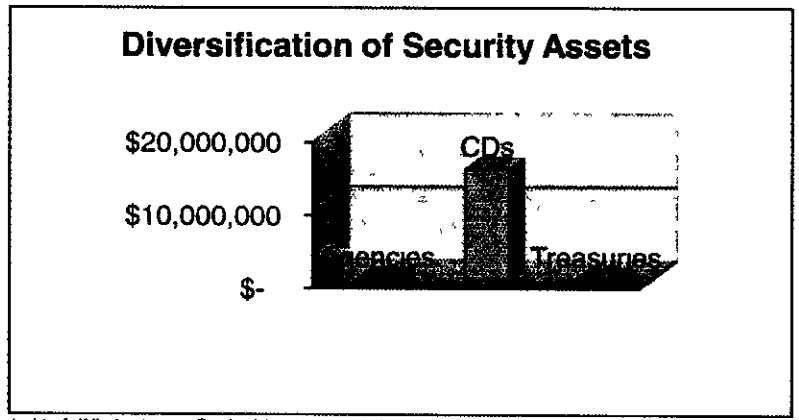
Target Investment Benchmark (12/31/10)

6 month US Treasury Bill Rate	0 191%
6 month Tbill 90 Day Moving Avg	0 182%

Security Assets

Security	Market Value	Percentage of Assets
Agencies	$ -	0%
CDs	**15,089,711**	**6%**
Treasuries	-	0%
Sub-Totals	$ 15,089,711	6%
Total Assets	**264,533,893**	100%





-The required Cash Liquidity in Now Accounts and Money Market Accounts is intended to fulfill short term Cash obligations and therefore will receive rates lower than our target benchmark yield These would not be considered "Fully Invested Funds" and therefore should not be considered in the YTM comparison to the target benchmark

-When looking at the WAM of Galveston County's Assets, all assets should be considered since they make up the short term liquidity available to the County which WAM is an important measure of

Tracker
Galveston County
Date To Date
MONTHLY Proof for Accuracy MM, LGIP, Cash
Report Format By CUSIP / Ticker
Group By Portfolio Name
Portfolio / Report Group All Portfolios
Begin Activity Date: 12/31/2010, End Activity Date: 3/31/2011, Carrying Value Date 12/31/2010

EXHIBIT "B"

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/Dividends	Ending Face Amount/Shares
0002 General Fund						
Lonestar Investment Pool LGIP	02LP483	191 31	0 06	0	0 06	191 37
MBIA LGIP	02MBIA001	100,604 48	47 29	0	47 29	100,651 77
Moody Bank Cash	02MOODY357	65,768 28	3,436 62	0	254 12	69,204 90
Moody Bank MM	02MOODY290	5,856 87	261 73	0	24 73	6,118 60
Moody National Bank MM	02MOODY126	64,020 68	12,040 28	153 35	281 28	75,907 61
Moodys National Bank Cash	02MOODY140	1,612 70	1 53	1,614 23	1.53	0
Moodys National Bank Cash	02MOODY196	977,211 50	9,216,574 66	586,646 10	4,632 85	9,607,140 06
Moodys National Bank Cash	02MOODY204	1,815,114 43	2,348.53	1,648,587 42	2,348.53	168,875 54
Moodys National Bank Cash	02MOODY212	121,618 52	429 31	8,335 00	429 31	113,712 83
Moodys National Bank Cash	02MOODY220	1,817,950 38	2,809 17	1,176,927 72	2,809 17	643,831 83
Moodys National Bank Cash	02MOODY238	906,776 89	289,267 89	0	3,864 30	1,196,044 78
Moodys National Bank Cash	02MOODY283	23,135 04	85.59	25	85 59	23,195 63
Moodys National Bank Cash	02MOODY480	30,033 14	95,612 03	1,021 00	336 03	124,624 17
Moodys National Bank Cash	02MOODY555	15,902 03	58 89	0	58 89	15,960 92
Moodys National Bank MM	02MOODY577	191,231 34	55,491 70	52,733 21	787 08	193,989 83
Moodys National Bank MM	02MOODY938	78,458,197.04	87,718,259 43	66,816,620 16	421,265 87	99,359,836 31
Moodys National Cash	02MOODY019	0	4,670 29	98 48	8 52	4,571 81
Moodys National Cash	02MOODY163	0	20,158 48	0	33 68	20,158 48
Moodys National Cash	02MOODY270	0	5,845,423 13	3,762,711 02	6,339.01	2,082,712 11
Moodys National Cash	02MOODY528	0	19,304,546 09	14,135,046.38	11,006 43	5,169,499 71
Moodys National Cash	02MOODY544	0	45,880 62	9,756 00	59 62	36,124 62
Prosperity Bank Cash	02PRSP531	4,998,678 62	4,978,622 00	1,876,603 34	0	8,100,697 28
Texas First Bank Cash	02JP600	2,841,638 48	878,066 02	3,443 40	4,864 23	3,716,261 10
Texas First Bank Cash	02TFB2PARKS	870,670 86	54,161.59	0	1,336 59	924,832 45
Texas Term LGIP	02TT112400	18,049 69	6 58	0	6 58	18,056 27
Sub Total/Average 0002 General Fund		**93,324,262.28**	**128,528,259.51**	**90,080,321.81**	**460,881.29**	**131,772,199.98**
3120 Lmt Tx Cnty Bld Bd 09B						
Texas Term LGIP	3120TT112403	33,444,205 52	11,491.26	6,696,236 36	11,491.26	26,759,460 42
Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B		**33,444,205.52**	**11,491.26**	**6,696,236.36**	**11,491.26**	**26,759,460.42**
3206 2003 Certificate / Obg						
Moodys National Bank MM	3206MNB953	2,781 00	11 33	0	11 33	2,792 33
Sub Total/Average 3206 2003 Certificate / Obg		**2,781.00**	**11.33**	**0**	**11.33**	**2,792.33**
3307 2003 Road Bonds						
Moodys National Bank MM	3307MNB979	3,488,317 67	14,210 55	534 95	14,210 55	3,501,993 27
TexPool LGIP	3307TP004	1,980,982 98	730 47	29,383 84	730 47	1,952,329 61

Sub Total/Average 3307 2003 Road Bonds		**5,469,300.65**	**14,941.02**	**29,918.79**	**14,941.02**	**5,454,322.88**
3308 2001 Road Bonds						
TexPool LGIP	3308TP003	156,955 91	58 27	254 76	58 27	156,759 42
Sub Total/Average 3308 2001 Road Bonds		**156,955 91**	**58.27**	**254.76**	**58.27**	**156,759.42**
3310 2007 Limited Tax Bonds						
Moodys National Bank MM	3310MNB920	11 09	0 05	0	0 05	11 14
TEXAS FIRST BANK Cash	3310TFB385	19,129,898 63	26,871 14	2,552,386 11	26,871 14	16,604,383 66
Sub Total/Average 3310 2007 Limited Tax Bonds		**19,129,909.72**	**26,871.19**	**2,552,386.11**	**26,871.19**	**16,604,394.80**
3312 Unlm Tx Rd Bd 09A						
First Public Lone Star LGIP	3312LP483	15,003,877 93	5,422 96	0	5,422 96	15,009,300 89
Texas Term LGIP	3312TT112402	37,809,280 50	13,180 63	4,365,814 18	13,180 63	33,456,646 95
Sub Total/Average 3312 Unlm Tx Rd Bd 09A		**52,813,158.43**	**18,603.59**	**4,365,814.18**	**18,603.59**	**48,465,947.84**
3370 Lmt Tx Fld Cntl Bd 09C						
Texas Term LGIP	3370TT112404	14,055,379 22	5,109 72	105,312 01	5,109 72	13,955,176 93
Sub Total/Average 3370 Lmt Tx Fld Cntl Bd 09C		**14,055,379.22**	**5,109.72**	**105,312.01**	**5,109.72**	**13,955,176.93**
3373 COB Series 2008						
Moodys National Bank MM	3373MNB912	3,831 76	15 61	0	15 61	3,847 37
TexPool LGIP	3373TP007	774,866 07	288 07	2,427 35	288 07	772,726 79
Sub Total/Average 3373 COB Series 2008		**778,697.83**	**303.68**	**2,427.35**	**303.68**	**776,574.16**
4358 2007 Interest - Sinking						
Moodys National Bank MM	4358MNB987	13,586 43	55 35	0	55 35	13,641 78
TexPool LGIP	02TP006	1,602,000 51	595 47	0	595 47	1,602,595 98
Sub Total/Average 4358 2007 Interest - Sinking		**1,615,586.94**	**650.82**	**0**	**650.82**	**1,616,237.76**
4371 09 Debt Service						
Texas Term LGIP	4371TT112405	3,878,900 72	1,414 97	0	1,414 97	3,880,315 69
Sub Total/Average 4371 09 Debt Service		**3,878,900.71**	**1,414.97**	**0**	**1,414.97**	**3,880,315.69**
Total / Average		**224,669,138.22**	**128,607,315.36**	**103,832,671.37**	**540,337.14**	**249,444,182.21**

TOTAL **540,337.14**

EXHIBIT "C"

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type - Totals
Report Format By Totals
Group By Security Type
Average By Face Amount / Shares
Portfolio / Report Group All Portfolios
As of 3/31/2011

Description	Coupon Rate	YTM @ Cost	ace Amount/Share	Book Value	Market Value	Days To Maturity	% of Portfolio
Cash	0.861	0.8612	48,621,831.88	48,621,831.88	48,621,831.88	1	18.38
Compound CD	0.9	0.9	15,089,711.07	15,089,711.07	15,089,711.07	103	5.7
Local Gov't Invest Pool	0.142	0.14203	97,664,212.09	97,664,212.09	97,664,212.09	1	36.92
Money Market	1.65	1.65	103,158,138.24	103,158,138.24	103,158,138.24	1	39
Total / Average	0.906	0.9055	264,533,893.28	264,533,893.28	264,533,893.28	7	100

EXHIBIT "C"
(Cont)

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type
Report Format By CUSIP / Ticker
Group By Security Type
Average By Face Amount / Shares
Portfolio / Report Group All Portfolios
As of 3/31/2011

Description	CUSIP/Ticker	Face Amount/Shares	Market Value	Book Value	YTM @ Cost	Coupon Rate	Maturity Date	Days To Maturity	% of Portfolio
Cash									
Moody Bank Cash	02MOODY357	69,204 90	69,204 90	69,204 90	1 5	1 5	N/A	1	0 03
Moodys National Bank Cash	02MOODY555	15,960 92	15,960 92	15,960 92	1 5	1 5	N/A	1	0 01
Moodys National Bank Cash	02MOODY196	9,607,140 06	9,607,140 06	9,607,140 06	1 5	1 5	N/A	1	3 63
Moodys National Bank Cash	02MOODY283	23,195 63	23,195 63	23,195 63	1 5	1 5	N/A	1	0 01
Moodys National Bank Cash	02MOODY220	643,831 83	643,831 83	643,831 83	1 5	1 5	N/A	1	0 24
Moodys National Bank Cash	02MOODY480	124,624 17	124,624 17	124,624 17	1 5	1 5	N/A	1	0 05
Moodys National Bank Cash	02MOODY238	1,196,044 78	1,196,044 78	1,196,044 78	1 5	1 5	N/A	1	0 45
Moodys National Bank Cash	02MOODY204	168,875 54	168,875 54	168,875 54	1 5	1 5	N/A	1	0 06
Moodys National Bank Cash	02MOODY212	113,712 83	113,712 83	113,712 83	1 5	1 5	N/A	1	0 04
Moodys National Cash	02MOODY163	20,158 48	20,158 48	20,158 48	1 5	1 5	N/A	1	0 01
Moodys National Cash	02MOODY019	4,571 81	4,571 81	4,571 81	1 5	1 5	N/A	1	0
Moodys National Cash	02MOODY528	5,169,499 71	5,169,499 71	5,169,499 71	1 5	1 5	N/A	1	1 95
Moodys National Cash	02MOODY544	36,124 62	36,124 62	36,124 62	1 5	1 5	N/A	1	0 01
Moodys National Cash	02MOODY270	2,082,712 11	2,082,712 11	2,082,712 11	1 5	1 5	N/A	1	0 79
Prosperity Bank Cash	02PRSP531	8,100,697 28	8,100,697 28	8,100,697 28	0	0	N/A	1	3 06
Texas First Bank Cash	02JP600	3,716,261 10	3,716,261 10	3,716,261 10	0 61	0 61	N/A	1	1 4
Texas First Bank Cash	02TFB2PARKS	924,832 45	924,832 45	924,832 45	0 61	0 61	N/A	1	0 35
TEXAS FIRST BANK Cash	3310TFB385	16,604,383 66	16,604,383 66	16,604,383 66	0 61	0 61	N/A	1	6 28
Sub Total / Average		**48,621,831.88**	**48,621,831.88**	**48,621,831.88**	**0 8612**	**0 861**		**1**	**18 38**
Compound CD									
Amegy Bank 0 9 7/12/2011	CD899605533	5,029,903 69	5,029,903 69	5,026,448 80	0 9	0 9	7/12/2011	103	1 9
Amegy Bank 0 9 7/12/2011	CD899605558	5,029,903 69	5,029,903 69	5,026,448 80	0 9	0 9	7/12/2011	103	1 9
Amegy Bank 0 9 7/12/2011	CD899605541	5,029,903 69	5,029,903 69	5,026,448 80	0 9	0 9	7/12/2011	103	1 9
Sub Total / Average		**15,089,711 07**	**15,089,711.07**	**15,079,346.40**	**0 9**	**0.9**		**103**	**5 7**
Local Government Investment Pool									
First Public Lone Star LGIP	3312LP483	15,009,300 89	15,009,300 89	15,009,300 89	0 15	0 15	N/A	1	5 67
Lonestar Investment Pool LGIP	02LP483	191 37	191 37	191 37	0 15	0 15	N/A	1	0
MBIA LGIP	02MBIA001	100,651 77	100,651 77	100,651 77	0 17	0 17	N/A	1	0 04
Texas Term LGIP	02TT112400	18,056 27	18,056 27	18,056 27	0 14	0 14	N/A	1	0 01
Texas Term LGIP	3120TT112403	26,759,460 42	26,759,460 42	26,759,460 42	0 14	0 14	N/A	1	10 12
Texas Term LGIP	4371TT112405	3,880,315 69	3,880,315 69	3,880,315 69	0 14	0 14	N/A	1	1 47
Texas Term LGIP	3370TT112404	13,955,176 93	13,955,176 93	13,955,176 93	0 14	0 14	N/A	1	5 28
Texas Term LGIP	3312TT112402	33,456,646 95	33,456,646 95	33,456,646 95	0 14	0 14	N/A	1	12 65
TexPool LGIP	02TP006	1,602,595 98	1,602,595 98	1,602,595 98	0 15	0 15	N/A	1	0 61
TexPool LGIP	3307TP004	1,952,329 61	1,952,329 61	1,952,329 61	0 15	0 15	N/A	1	0 74
TexPool LGIP	3308TP003	156,759 42	156,759 42	156,759 42	0 15	0 15	N/A	1	0 06
TexPool LGIP	3373TP007	772,726 79	772,726 79	772,726 79	0 15	0 15	N/A	1	0 29

Sub Total / Average		**97,664,212 09**	**97,664,212 09**	**97,664,212 09**	**0 14203**	**0 142**		**1**	**36 92**
Money Market									
Moody Bank MM	02MOODY290	6,118 60	6,118 60	6,118 60	1 65	1 65	N/A	1	0
Moody National Bank MM	02MOODY126	75,907 61	75,907 61	75,907 61	1 65	1 65	N/A	1	0 03
Moodys National Bank MM	02MOODY577	193,989 83	193,989 83	193,989 83	1 65	1 65	N/A	1	0 07
Moodys National Bank MM	02MOODY938	99,359,836 31	99,359,836 31	99,359,836 31	1 65	1 65	N/A	1	37 56
Moodys National Bank MM	4358MNB987	13,641 78	13,641 78	13,641 78	1 65	1 65	N/A	1	0 01
Moodys National Bank MM	3373MNB912	3,847 37	3,847 37	3,847 37	1 65	1 65	N/A	1	0
Moodys National Bank MM	3307MNB979	3,501,993 27	3,501,993 27	3,501,993 27	1 65	1 65	N/A	1	1 32
Moodys National Bank MM	3206MNB953	2,792 33	2,792 33	2,792 33	1 65	1 65	N/A	1	0
Moodys National Bank MM	3310MNB920	11 14	11 14	11 14	1 65	1 65	N/A	1	0
Sub Total / Average		**103,158,138 24**	**103,158,138 24**	**103,158,138.24**	**1 65**	**1 65**		**1**	**39**
Total / Average		**264,533,893 28**	**264,533,893.28**	**264,523,528.61**	**0 9055**	**0.906**		**7**	**100**

EXHIBIT "D"

Tracker
Galveston County
Date To Date
TEXAS Earnings and Yields Summary Report
Report Format By Totals
Group By Security Type
Portfolio / Report Group All Portfolios
Begin Activity Date 12/31/2010, End Activity Date 3/31/2011, Carrying Value Date 12/31/2010

Description		Interest/Dividends	Ending YTM @ Cost
Cash		65,339.54	0.8612
Compound CD		69,391.29	0.9
Local Government Investment Pool		38,345.75	0.14203
Money Market		436,651.85	1.65
Total / Average		609,728.43	0.9055

Galveston County
Portfolio Holdings
GASB 40 Report
Report Format By Transaction
Group By. Security Type
Average By Face Amount / Shares
Portfolio / Report Group. All Portfolios
As of 3/31/2011

EXHIBIT "E"

Description	CUSIP/Ticker	Issuer	Face Amount/Shares	Book Value	Market Value	% of Portfolio	Days To Maturity	Maturity Date	Duration To Maturity
Cash									
Moody Bank Cash	02MOODY357	Moody Bank	69,204 90	69,204 90	69,204 90	0 03	1	N/A	0
Moodys National Bank Cash	02MOODY555	Moodys National Bank	15,960 92	15,960 92	15,960 92	0 01	1	N/A	0
Moodys National Bank Cash	02MOODY196	Moodys National Bank	9,607,140 06	9,607,140 06	9,607,140 06	3 63	1	N/A	0
Moodys National Bank Cash	02MOODY283	Moodys National Bank	23,195 63	23,195 63	23,195 63	0 01	1	N/A	0
Moodys National Bank Cash	02MOODY220	Moodys National Bank	643,831 83	643,831 83	643,831 83	0 24	1	N/A	0
Moodys National Bank Cash	02MOODY480	Moodys National Bank	124,624 17	124,624 17	124,624 17	0 05	1	N/A	0
Moodys National Bank Cash	02MOODY238	Moodys National Bank	1,196,044 78	1,196,044 78	1,196,044 78	0.45	1	N/A	0
Moodys National Bank Cash	02MOODY204	Moodys National Bank	168,875 54	168,875 54	168,875 54	0 06	1	N/A	0
Moodys National Bank Cash	02MOODY212	Moodys National Bank	113,712 83	113,712 83	113,712 83	0 04	1	N/A	0
Moodys National Cash	02MOODY163	Moodys National	20,158 48	20,158.48	20,158 48	0 01	1	N/A	0
Moodys National Cash	02MOODY019	Moodys National	4,571 81	4,571 81	4,571 81	0	1	N/A	0
Moodys National Cash	02MOODY528	Moodys National	5,169,499 71	5,169,499 71	5,169,499 71	1 95	1	N/A	0
Moodys National Cash	02MOODY544	Moodys National	36,124 62	36,124 62	36,124 62	0 01	1	N/A	0
Moodys National Cash	02MOODY270	Moodys National	2,082,712.11	2,082,712 11	2,082,712 11	0 79	1	N/A	0
Prosperity Bank Cash	02PRSP531	Prosperity Bank	8,100,697 28	8,100,697 28	8,100,697 28	3 06	1	N/A	0
Texas First Bank Cash	02JP600	Texas First Bank	3,716,261 10	3,716,261 10	3,716,261 10	1 4	1	N/A	0
Texas First Bank Cash	02TFB2PARKS	Texas First Bank	924,832 45	924,832 45	924,832 45	0 35	1	N/A	0
TEXAS FIRST BANK Cash	3310TFB385	TEXAS FIRST BANK	16,604,383 66	16,604,383 66	16,604,383 66	6 28	1	N/A	0
Sub Total / Average			**48,621,831.88**	**48,621,831.88**	**48,621,831.88**	**18.38**	**1**		**0**
Compound CD									
Amegy Bank 0 9 7/12/2011	CD899605533	Amegy Bank	5,029,903 69	5,026,448 80	5,029,903 69	1 9	103	7/12/2011	0 28
Amegy Bank 0 9 7/12/2011	CD899605541	Amegy Bank	5,029,903 69	5,026,448 80	5,029,903 69	1 9	103	7/12/2011	0 28
Amegy Bank 0 9 7/12/2011	CD899605558	Amegy Bank	5,029,903 69	5,026,448 80	5,029,903 69	1 9	103	7/12/2011	0 28
Sub Total / Average			**15,089,711.07**	**15,079,346.40**	**15,089,711.07**	**5.7**	**103**		**0.28**
Local Government Investment Pool									
First Public Lone Star LGIP	3312LP483	First Public Lone Star	15,009,300 89	15,009,300 89	15,009,300 89	5 67	1	N/A	0
Lonestar Investment Pool LGIP	02LP483	Lonestar Investment Pool	191 37	191 37	191 37	0	1	N/A	0
MBIA LGIP	02MBIA001	MBIA	100,651 77	100,651 77	100,651 77	0 04	1	N/A	0
Texas Term LGIP	02TT112400	Texas Term	18,056 27	18,056 27	18,056 27	0 01	1	N/A	0
Texas Term LGIP	3120TT112403	Texas Term	26,759,460.42	26,759,460.42	26,759,460.42	10.12	1	N/A	0
Texas Term LGIP	4371TT112405	Texas Term	3,880,315 69	3,880,315 69	3,880,315 69	1 47	1	N/A	0
Texas Term LGIP	3370TT112404	Texas Term	13,955,176 93	13,955,176 93	13,955,176.93	5 28	1	N/A	0
Texas Term LGIP	3312TT112402	Texas Term	33,456,646 95	33,456,646 95	33,456,646 95	12 65	1	N/A	0
TexPool LGIP	02TP006	TexPool	1,602,595 98	1,602,595 98	1,602,595 98	0 61	1	N/A	0
TexPool LGIP	3307TP004	TexPool	1,952,329 61	1,952,329 61	1,952,329 61	0 74	1	N/A	0
TexPool LGIP	3308TP003	TexPool	156,759 42	156,759 42	156,759 42	0 06	1	N/A	0
TexPool LGIP	3373TP007	TexPool	772,726 79	772,726 79	772,726 79	0 29	1	N/A	0
Sub Total / Average			**97,664,212.09**	**97,664,212.09**	**97,664,212.09**	**36.92**	**1**		**0**
Money Market									

Moody Bank MM	02MOODY290	Moody Bank	6,118 60	6,118 60	6,118.60	0	1	N/A	0
Moody National Bank MM	02MOODY126	Moody National Bank	75,907 61	75,907 61	75,907 61	0 03	1	N/A	0
Moodys National Bank MM	02MOODY577	Moodys National Bank	193,989 83	193,989 83	193,989 83	0 07	1	N/A	0
Moodys National Bank MM	02MOODY938	Moodys National Bank	99,359,836 31	99,359,836 31	99,359,836 31	37 56	1	N/A	0
Moodys National Bank MM	4358MNB987	Moodys National Bank	13,641 78	13,641 78	13,641 78	0 01	1	N/A	0
Moodys National Bank MM	3373MNB912	Moodys National Bank	3,847 37	3,847 37	3,847 37	0	1	N/A	0
Moodys National Bank MM	3307MNB979	Moodys National Bank	3,501,993 27	3,501,993 27	3,501,993 27	1 32	1	N/A	0
Moodys National Bank MM	3206MNB953	Moodys National Bank	2,792 33	2,792 33	2,792 33	0	1	N/A	0
Moodys National Bank MM	3310MNB920	Moodys National Bank	11 14	11 14	11 14	0	1	N/A	0
Sub Total / Average			**103,158,138.24**	**103,158,138.24**	**103,158,138.24**	**39**	**1**		**0**
Total / Average			**264,533,893.28**	**264,523,528.61**	**264,533,893.28**	**100**	**7**		**0.02**

EXHIBIT "F"

Tracker
Galveston County
Date To Date
GASB 31 Compliance Detail
Report Format By Transaction
Group By Security Type
Portfolio / Report Group All Portfolios
Begin Activity Date 12/31/2010, End Activity Date 3/31/2011, Carrying Value Date 12/31/2010

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Amortization End Date	Beginning Face Amount/Shares	Beginning MV	Buy Principal	Sell Principal	Amortized Premium Total	Amortized Discount Total	Change in MV	Ending MV
Cash												
Moody Bank Cash	02MOODY357	7/30/2010	N/A		65,768 28	65,768 28	3,436 62	0	0	0	0	69,204 90
Moodys National Bank Cash	02MOODY140	8/1/2006	N/A		1,612 70	1,612 70	1 53	1,614 23	0	1 53	0	0
Moodys National Bank Cash	02MOODY196	8/1/2006	N/A		977,211 50	977,211 50	9,216,574 66	586,646 10	0	0	0	9,607,140 06
Moodys National Bank Cash	02MOODY204	8/1/2006	N/A		1,815,114 43	1,815,114 43	2 348 53	1,648,587 42	0	0	0	168,875 54
Moodys National Bank Cash	02MOODY212	8/1/2006	N/A		121,618 52	121,618 52	429 31	8,335 00	0	0	0	113,712 83
Moodys National Bank Cash	02MOODY220	8/1/2006	N/A		1,817,950 38	1,817,950 38	2,809 17	1,176,927 72	0	0	0	643,831 83
Moodys National Bank Cash	02MOODY238	6/30/2006	N/A		906,776 89	906,776 89	289,267 89	0	0	0	0	1,196,044 78
Moodys National Bank Cash	02MOODY283	8/1/2006	N/A		23,135 04	23,135 04	85 59	25	0	0	0	23,195 63
Moodys National Bank Cash	02MOODY480	8/1/2006	N/A		30,033 14	30,033 14	95,612 03	1,021 00	0	0	0	124,624 17
Moodys National Bank Cash	02MOODY555	8/1/2006	N/A		15,902 03	15,902 03	58 89	0	0	0	0	15,960 92
Moodys National Cash	02MOODY019	1/31/2011	N/A		0	0	4,670 29	98 48	0	0	0	4,571 81
Moodys National Cash	02MOODY163	1/31/2011	N/A		0	0	20 158 48	0	0	0	0	20,158 48
Moodys National Cash	02MOODY270	1/31/2011	N/A		0	0	5,845,423 13	3,762,711 02	0	0	0	2,082 712 11
Moodys National Cash	02MOODY528	1/31/2011	N/A		0	0	19,304,546 09	14,135,046 38	0	0	0	5,169,499 71
Moodys National Cash	02MOODY544	1/31/2011	N/A		0	0	45,880 62	9,756 00	0	0	0	36,124 62
Prosperity Bank Cash	02PRSP531	9/30/2010	N/A		4,998,678 62	4 998,678 62	4,978,622 00	1,876,603 34	0	0	0	8,100,697 28
Texas First Bank Cash	02JP600	6/30/2006	N/A		2,841,638 48	2,841,638 48	878,066 02	3,443 40	0	0	0	3,716,261 10
Texas First Bank Cash	02TFB2PARKS	4/30/2007	N/A		870,670 86	870,670 86	54,161 59	0	0	0	0	924,832 45
TEXAS FIRST BANK Cash	3310TFB385	3/31/2010	N/A		19,129,898 63	19,129,898 63	26,871 14	2,552,386 11	0	0	0	16,604,383 66
Sub Total/Average Cash					**33,616,009 50**	**33,616,009.50**	**40,769,023 58**	**25,763,201 20**	**0**	**1 53**	**0**	**48,621,831 88**
Compound CD												
Amegy Bank 0 9 7/12/2011	CD899605533	11/12/2010	7/12/2011	7/12/2011	3,813 53	3,813 53	0	0	0	0	0	3,813 53
Amegy Bank 0 9 7/12/2011	CD899605533	8/11/2010	7/12/2011	7/12/2011	3,804 93	3,804 93	0	0	0	0	0	3,804 93
Amegy Bank 0 9 7/12/2011	CD899605533	12/12/2010	7/12/2011	7/12/2011	3,693 32	3,693 32	0	0	0	0	0	3,693 32
Amegy Bank 0 9 7/12/2011	CD899605533	7/12/2010	7/12/2011	7/12/2011	5,000,000 00	5,000,000 00	0	0	0	0	0	5,000,000 00
Amegy Bank 0 9 7/12/2011	CD899605533	10/11/2010	7/12/2011	7/12/2011	3,687 80	3,687 80	0	0	0	0	0	3,687 80
Amegy Bank 0 9 7/12/2011	CD899605533	9/11/2010	7/12/2011	7/12/2011	3,807 83	3,807 83	0	0	0	0	0	3,807 83
Amegy Bank 0 9 7/12/2011	CD899605533	1/12/2011	7/12/2011	7/12/2011	0	0	3,819 24	0	0	0	0	3,819 24
Amegy Bank 0 9 7/12/2011	CD899605533	3/12/2011	7/12/2011	7/12/2011	0	0	3,454 89	0	0	0	0	3 454 89
Amegy Bank 0 9 7/12/2011	CD899605533	2/12/2011	7/12/2011	7/12/2011	0	0	3,822 15	0	0	0	0	3,822 15
Amegy Bank 0 9 7/12/2011	CD899605541	12/12/2010	7/12/2011	7/12/2011	3,693 32	3,693 32	0	0	0	0	0	3,693 32
Amegy Bank 0 9 7/12/2011	CD899605541	10/11/2010	7/12/2011	7/12/2011	3,687 80	3,687 80	0	0	0	0	0	3,687 80
Amegy Bank 0 9 7/12/2011	CD899605541	8/11/2010	7/12/2011	7/12/2011	3,804 93	3,804 93	0	0	0	0	0	3,804 93
Amegy Bank 0 9 7/12/2011	CD899605541	7/12/2010	7/12/2011	7/12/2011	5,000 000 00	5,000,000 00	0	0	0	0	0	5,000,000 00
Amegy Bank 0 9 7/12/2011	CD899605541	11/12/2010	7/12/2011	7/12/2011	3,813 53	3 813 53	0	0	0	0	0	3,813 53
Amegy Bank 0 9 7/12/2011	CD899605541	9/11/2010	7/12/2011	7/12/2011	3,807 83	3,807 83	0	0	0	0	0	3,807 83
Amegy Bank 0 9 7/12/2011	CD899605541	1/12/2011	7/12/2011	7/12/2011	0	0	3,819 24	0	0	0	0	3,819 24
Amegy Bank 0 9 7/12/2011	CD899605541	2/12/2011	7/12/2011	7/12/2011	0	0	3,822 15	0	0	0	0	3,822 15
Amegy Bank 0 9 7/12/2011	CD899605541	3/12/2011	7/12/2011	7/12/2011	0	0	3,454 89	0	0	0	0	3,454 89
Amegy Bank 0 9 7/12/2011	CD899605558	11/12/2010	7/12/2011	7/12/2011	3,813 53	3,813 53	0	0	0	0	0	3,813 53
Amegy Bank 0 9 7/12/2011	CD899605558	9/11/2010	7/12/2011	7/12/2011	3,807 83	3,807 83	0	0	0	0	0	3,807 83
Amegy Bank 0 9 7/12/2011	CD899605558	10/11/2010	7/12/2011	7/12/2011	3 687 80	3,687 80	0	0	0	0	0	3,687 80
Amegy Bank 0 9 7/12/2011	CD899605558	7/12/2010	7/12/2011	7/12/2011	5,000 000 00	5,000,000 00	0	0	0	0	0	5,000,000 00

Amegy Bank 0 9 7/12/2011	CD899605558	8/11/2010	7/12/2011	7/12/2011	3,804 93	3,804 93	0	0	0	0	0	3,804 93
Amegy Bank 0 9 7/12/2011	CD899605558	12/12/2010	7/12/2011	7/12/2011	3,693 32	3,693 32	0	0	0	0	0	3,693 32
Amegy Bank 0 9 7/12/2011	CD899605558	3/12/2011	7/12/2011	7/12/2011	0	0	3,454 89	0	?	?	0	3,454.89
Amegy Bank 0 9 7/12/2011	CD899605558	1/12/2011	7/12/2011	7/12/2011	0	0	3,819 24	0	0	0	0	3,819 24
Amegy Bank 0 9 7/12/2011	CD899605558	2/12/2011	7/12/2011	7/12/2011	0	0	3,822 15	0	0	0	0	3,822 15
Amegy Bank 5 1 3/31/2011	CD899676233B	12/28/2009	3/31/2011	3/10/2010	10,974 29	10,974 29	0	10,974 29	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	4/28/2009	3/31/2011	3/10/2010	10,959 27	10,959 27	0	10,959 27	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	6/28/2009	3/31/2011	3/10/2010	11,052 88	11,052 88	0	11,052 88	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	9/28/2009	3/31/2011	3/10/2010	11,195 57	11,195 57	0	11,195 57	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	8/28/2009	3/31/2011	3/10/2010	11,147 28	11,147 28	0	11,147 28	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	1/30/2009	3/31/2011	3/10/2010	10,825 61	10,825 61	0	10,825 61	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	9/30/2008	3/31/2011	3/10/2010	10,643 02	10,643 02	0	10,643 02	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	8/30/2008	3/31/2011	3/10/2010	10,597 11	10,597 11	0	10,597 11	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	5/28/2009	3/31/2011	3/10/2010	10,651 68	10,651 68	0	10,651 68	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	7/28/2009	3/31/2011	3/10/2010	10,742 66	10,742 66	0	10,742 66	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	11/30/2008	3/31/2011	3/10/2010	10,733 93	10,733 93	0	10,733 93	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	5/28/2010	3/31/2011	3/10/2011	11,207 80	11,207.80	0	11,207.80	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	6/28/2010	3/31/2011	3/10/2011	11,629 93	11,629 93	0	11,629 93	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	12/28/2010	3/31/2011	3/10/2011	11,547 24	11,547 24	0	11,547 24	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	8/28/2010	3/31/2011	3/10/2011	11,729 27	11,729 27	0	11,729 27	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	9/28/2010	3/31/2011	3/10/2011	11,780 08	11,780 08	0	11,780 08	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	11/28/2010	3/31/2011	3/10/2011	11,880 70	11,880 70	0	11,880 70	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	4/28/2010	3/31/2011	3/10/2011	11,531 44	11,531 44	0	11,531 44	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	7/28/2010	3/31/2011	3/10/2011	11,303 53	11,303 53	0	11,303 53	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	11/28/2009	3/31/2011	3/10/2010	11,291.20	11,291 20	0	11,291 20	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	1/28/2010	3/31/2011	3/10/2010	11,387 63	11,387 63	0	11,387 63	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	10/28/2010	3/31/2011	3/10/2011	11,449 45	11,449 45	0	11,449 45	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	2/28/2010	3/31/2011	3/10/2010	11,436 97	11,436 97	0	11,436 97	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	12/30/2008	3/31/2011	3/10/2010	10,432 67	10,432 67	0	10,432 67	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	11/30/2007	3/31/2011	3/10/2010	9,876 38	9,876 38	0	9,876 38	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	3/28/2009	3/31/2011	3/10/2010	9,860 11	9,860 11	0	9,860 11	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	5/31/2008	3/31/2011	3/10/2010	9,791 17	9,791 17	0	9,791 17	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	7/31/2007	3/31/2011	3/10/2010	10,032 06	10,032 06	0	10,032.06	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	6/30/2007	3/31/2011	3/10/2010	9,988 79	9,988 79	0	9,988 79	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	7/30/2007	3/31/2011	3/10/2010	9,904 19	9,904 19	0	9,904 19	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	3/31/2007	3/31/2011	3/10/2010	9,544 69	9,544 69	0	9,544 69	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	3/1/2007	3/31/2011	3/10/2010	2,277,002 12	2,277,002 12	0	2,277,002 12	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	10/28/2009	3/31/2011	3/10/2010	10,881 34	10,881 34	0	10,881 34	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	8/31/2007	3/31/2011	3/10/2010	9,750.49	9,750 49	0	9,750 49	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	2/29/2008	3/31/2011	3/10/2010	9,670 42	9,670 42	0	9,670 42	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	5/31/2007	3/31/2011	3/10/2010	9,626 22	9,626 22	0	9,626 22	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	7/31/2008	3/31/2011	3/10/2010	10,212 47	10,212 47	0	10,212 47	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	2/28/2009	3/31/2011	3/10/2010	10,171 05	10,171 05	0	10,171 05	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	12/31/2007	3/31/2011	3/10/2010	10,248 36	10,248 36	0	10,248 36	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	10/30/2008	3/31/2011	3/10/2010	10,344 31	10,344 31	0	10,344 31	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	1/31/2008	3/31/2011	3/10/2010	10,292 75	10,292 75	0	10,292 75	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	3/28/2010	3/31/2011	3/10/2011	10,374 90	10,374 90	0	10,374 90	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	4/30/2008	3/31/2011	3/10/2010	10,086 52	10,086 52	0	10,086 52	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	3/31/2008	3/31/2011	3/10/2010	10,044 41	10,044 41	0	10,044.41	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	9/30/2007	3/31/2011	3/10/2010	10,117 74	10,117 74	0	10,117 74	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	6/30/2008	3/31/2011	3/10/2010	10,169 84	10,169 84	0	10,169 84	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	10/31/2007	3/31/2011	3/10/2010	10,161 56	10,161 56	0	10,161 56	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	1/28/2011	3/31/2011	3/10/2011	0	0	11,982 18	11,982 18	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	2/28/2011	3/31/2011	3/10/2011	0	0	12,034 07	12,034 07	0	0	0	0
Amegy Bank 5 1 3/31/2011	CD899676233B	3/30/2011	3/31/2011	3/31/2011	0	0	12,086 20	12,086 20	0	0	0	0
Sub Total/Average Compound CD					**17,822,705.33**	**17,822,705.33**	**69,391.29**	**2,802,385.55**			**0**	**15,089,711.07**
Local Government Investment Pool												
First Public Lone Star LGIP	3312LP483	11/30/2010	N/A		15,003,877 93	15,003,877 93	5,422 96	0	0	0	0	15,009,300 89
Lonestar Investment Pool LGIP	02LP483	4/30/2010	N/A		191 31	191 31	0 06	0	0	0	0	191 37

MBIA LGIP	02MBIA001	5/31/2006	N/A		100 604 48	100,604 48	47 29	0	0	0	0	100,651 77
Texas Term LGIP	02TT112400	3/20/2007	N/A		18,049 69	18,049 69	6 58	0	0	0	0	18,056 27
Texas Term LGIP	3120TT112403	9/29/2009	N/A		33,444,205 52	33,444,205 52	11,491 26	6,696,236 36	0	0	0	26,759,460 42
Texas Term LGIP	3312TT112402	9/29/2009	N/A		37,809,280 50	37,809,280 50	13,180 63	4,365,814 18	0	0	0	33,456,646 95
Texas Term LGIP	3370TT112404	9/29/2009	N/A		14,055,379 22	14,055,379 22	5,109 72	105,312 01	0	0	0	13,955,176 93
Texas Term LGIP	4371TT112405	9/29/2009	N/A		3,878,900 72	3,878,900 72	1,414 97	0	0	0	0	3,880,315 69
TexPool LGIP	02TP006	8/8/2007	N/A		1,602,000 51	1,602,000 51	595 47	0	0	0	0	1,602,595 98
TexPool LGIP	3307TP004	5/31/2006	N/A		1,980,982 98	1,980,982 98	730 47	29 383 84	0	0	0	1,952,329 61
TexPool LGIP	3308TP003	5/31/2006	N/A		156,955 91	156,955 91	58 27	254 76	0	0	0	156,759 42
TexPool LGIP	3373TP007	3/12/2008	N/A		774,866 07	774,866 07	288 07	2,427 35	0	0	0	772,726 79
Sub Total/Average Local Government Investment Pool					**108,825,294.84**	**108,825,294.84**	**38,345 75**	**11,199,428.50**	**0**	**0**	**0**	**97,664,212.09**
Money Market												
Moody Bank MM	02MOODY290	2/26/2010	N/A		5,856 87	5,856 87	261 73	0	0	0	0	6,118 60
Moody National Bank MM	02MOODY126	2/26/2010	N/A		64,020 68	64,020 68	12,040 28	153 35	0	0	0	75,907 61
Moodys National Bank MM	02MOODY577	8/1/2006	N/A		191,231 34	191,231 34	55,491 70	52,733 21	0	0	0	193,989 83
Moodys National Bank MM	02MOODY938	1/28/2009	N/A		78,458,197 04	78,458,197 04	87,718,259 43	66,816,620 16	0	0	0	99,359,836 31
Moodys National Bank MM	3206MNB953	1/28/2009	N/A		2,781 00	2,781 00	11 33	0	0	0	0	2,792 33
Moodys National Bank MM	3307MNB979	1/28/2009	N/A		3,488,317 67	3,488,317 67	14,210 55	534 95	0	0	0	3,501,993 27
Moodys National Bank MM	3310MNB920	1/28/2009	N/A		11 09	11 09	0 05	0	0	0	0	11 14
Moodys National Bank MM	3373MNB912	1/28/2009	N/A		3,831 76	3,831 76	15 61	0	0	0	0	3,847 37
Moodys National Bank MM	4358MNB987	1/28/2009	N/A		13,586 43	13,586 43	55 35	0	0	0	0	13,641 78
Sub Total/Average Money Market					**82,227,833 88**	**82,227,833.88**	**87,800,346 03**	**66,870,041 67**	**0**	**0**	**0**	**103,158,138.24**
Total / Average					**242,491,943.55**	**242,491,943.55**	**128,677,106.65**	**106,635,056.92**	**0**	**0**	**0**	**264,533,893.28**

Exhibit "G"

Pending Investments

As of March 31 ,2011

Galveston County, Texas

Transfer Directive Number:	Amount	Date Presented	Instrument	Depository/ Broker	Fund
Total:	$ -				

No investments are pending at this time

Exhibit "H"

As of March 31, 2011
Galveston County, Texas

Location of Investment	Description of Allowable Investment Options	Allowable Collateral	Safekeeping Agent	Minimum Contracted Collatral Percentage	Total* Funds Invested or on Deposit	Total Collateral-Lwr FMV or Book 3/31/2011	Actual Collateral Percentage
Moody National Bank	Demand Deposits & Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 137,603,154	$ 167,373,796	**122%**
Texas First Bank Hitchcock & Santa Fe	Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 1,228,830	$ 2,276,126	**185%**
Texas First Bank Texas City	Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 21,292,510	$ 23,218,518	**109%**
Amegy Bank (Formerly Southwest Bank)	Time Depsosits	US Treasury Obligations, US Agencies, GNMAs Agency Letters of Credit	Federal Reserve Bank, or Chase Bank	110%	$ 15,089,711	$ 16,899,000	**112%**
				Totals	$ 175,214,205	$ 209,767,440	**120%**

*The first $250,000 00 of all bank deposits are insured by FDIC Moody National has coverage for $250,000 00 Each TFB Branch has $250K FDIC coverage
Texas First Bank Galveston has merged into Texas First Bank Texas City Amegy Bank has FDIC coverage for $250,000

FitchRatings

FITCH AFFIRMS GALVESTON COUNTY, TX'S GO ULT BONDS AT 'AA+'; OUTLOOK STABLE

Fitch Ratings-Austin-27 May 2011 In the course of routine surveillance, Fitch Ratings has taken rating actions on the following Galveston County, Texas obligations

--$98 8 million unlimited tax bonds outstanding affirmed at 'AA+';
--$238 8 million limited tax bonds outstanding affirmed at 'AA+'

The Rating Outlook for both is Stable

RATING RATIONALE
--The county continues to prudently manage Hurricane Ike related cost pressures, maintaining healthy levels of reserves and ample liquidity
--Although taxable values experienced a significant decline in fiscal 2010, the county's assessed values increased by over 20% between fiscals 2006 and 2011
--The county's direct debt levels are moderate but numerous underlying cities and school districts have raised overall debt ratios to well above average
--Fixed costs for long-term liabilities represent an above-average burden on general fund spending
--Concentrated tax base as the 10 leading taxpayers constitute 24% of total valuations However, the properties of these large taxpayers represent massive investments demonstrating a long-term commitment to the area

KEY RATING DRIVERS
--Maintenance of substantial financial reserves,
--Stabilization of the county's tax base

SECURITY
--Unlimited Tax Road Bonds. The bonds are secured by a property tax levied on all taxable property within the city without limit as to rate or amount

--Limited tax bonds, certificates of obligation, GO refunding bonds, Building Bonds The bonds constitute direct obligations of the county payable from an ad valorem tax levied, within a limit of $0 80 per $100 assessed valuation for general purposes

--Series 2009C bonds The bonds constitute direct obligations of the county payable from an ad valorem tax levied, within a limit of $0 50 per $100 assessed valuation for debt service on bonds that are issued for improvement of a seawall or breakwater, levees, dikes, floodways and drainways.

CREDIT SUMMARY
The county continues to maintain its strong financial position despite the after-effects of Hurricane Ike, which hit the Gulf Coast in September 2008 While damage from the storm was extensive, broad federal support in the form of FEMA grants helped fund much of the recovery efforts Even with the added repair costs and loss of a significant portion of its tax base, the county was able to expand its already healthy reserve levels with a combination of spending cuts and a property tax increase These sizable reserves provide the county with a wide margin of operating flexibility to address unanticipated future needs

After reporting a modest net loss of $1 5 million in fiscal 2008 and faced with large potential storm-related repair costs in fiscal 2009, the county instituted a hiring freeze and other department-wide spending cuts in order to preserve its balances General fund spending fell by $1 7 million or 1 7% from the prior year The receipt of extensive federal and state disaster funding, combined with insurance proceeds left the county with manageable clean-up costs The county reported a fiscal 2009 net surplus of $2 3 million, pushing unreserved general fund balance up to

$29 2 million or a strong 24% of general fund expenditures

Confronting a significant decline in its fiscal 2010 tax base and increased costs for indigent care, the county implemented across the board spending reductions and a $0 06 per $100 assessed value increase in property taxes The 10 5% property tax increase more than offset the 6% drop in assessed values, enabling the county to register a very modest general fund surplus of $500,000 Unreserved general fund balance increased slightly to 25% of expenditures For fiscal 2011, county officials are projecting a reduction in fund balance due to the set aside of $4 million of reserves for a new park This expenditure was partially offset by a sale of county land. Fund balance levels are expected to remain well above 20% of general fund spending

Located on the upper Texas coast of the Gulf of Mexico, the county encompasses 430 square miles with a population of just under 300,000 It consists of Galveston Island, a portion of the nearby mainland, and Bolivar Peninsula just northeast of the Island across the entrance to Galveston Bay. The county seat is the city of Galveston, population 47,700. Unlike the city, which lost approximately 10,000 residents after Ike, the county's population continues to expand, increasing at an average annual rate of 1 5%

The county's economy relies upon a combination of petrochemical manufacturing, tourism, health care and port activities. The leading employer, the University of Texas Medical Branch, a teaching hospital, has lost considerable jobs over the past five years and may experience further losses due to the state's budget difficulties However, the state continues to invest in the medical center, signaling its commitment to keep the facility in the county Port activities have expanded rapidly since 2009 and future increases are expected with its growing cruise line business Unemployment rates spiked to over 9% in 2010, although overall employment levels remained static Recent data on housing starts and hotel occupancy rates indicate some improvement in economic activity

Despite a 6% reduction in fiscal 2010, the county's tax base has expanded at an average annual rate of 3 9% since fiscal 2006 Taxable values for fiscal 2011 reflect a slight increase over prior year levels The base is concentrated with oil refineries and petrochemical-related enterprises comprising most of the leading taxpayers Despite the concentration, these properties represent stable long-term investments in the area

With the issuance of $135 million of limited and unlimited tax bonds in 2009, direct debt levels are moderate at 1 5% of market value When combined with the significant underlying debt of the cities and school districts within the county, overall debt ratios are high at 6 2% of market value and $5 136 per capita Payout is average with about 53% of principal retired within 10 years The county has no remaining debt authorization and does not plan to issue additional bonds for at least the next few years Fitch rates the county's limited tax bonds the same as its unlimited tax bonds because current tax rates leave ample room under the tax limits Pensions are well-funded and the county makes 100% of the annual required contribution (ARC)

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In addition to the sources of information identified in the Tax-Supported Rating Criteria, this action was additionally informed by information from Creditscope, University Financial Associates, LoanPerformance, Inc , and IHS Global Insight

Applicable Criteria and Related Research
'Tax-Supported Rating Criteria', dated Aug 16, 2010
'U S Local Government Tax-Supported Rating Criteria', dated Oct 8, 2010

For information on Build America Bonds, visit www fitchratings com/BABs

Applicable Criteria and Related Research
Tax-Supported Rating Criteria
http //www fitchratings com/creditdesk/reports/report_frame cfm?rpt_id=548605
U S Local Government Tax-Supported Rating Criteria
http //www fitchratings com/creditdesk/reports/report_frame cfm?rpt_id=564566

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June 23, 2011

THE MARKET TODAY

VINING SPARKS

Market Notes

Fear Reigns, FOMC Holds, Bonds Rally

What to Watch:

There is fear in the market again this morning after initial jobless claims for the week ending June 18 came in at 429k, 14k higher than expectations. This is the eleventh consecutive week that claims have been above 400k. Additionally, ECB President Jean-Claude Trichet said earlier today that risk signals for financial stability in the euro zone are "flashing red" in response to the Greek crisis. At 9:00 a.m. CT we will get the report on new home sales for May.

The 10-year is up over half-a-point in early trading to yield 2.91% (see chart below).

In the News:

The FOMC meeting that concluded yesterday yielded some interesting news. The headlines were as-expected: 1) overnight rate remains at 0.00%-0.25%, 2) QE2 purchases end this month, 3) no timetable for when the Fed will shrink their balance sheet, and 4) "extended period" language remains. In the details, however, the FOMC and Chairman Bernanke made some comments worth noting: 1) economic forecast for 2011 and 2012 were downgraded and said that at least part of the economic weakness was not temporary, 2) Bernanke said he could not explain the slowdown completely although part of it was attributable to Japan and oil prices, 3) tighter policy seems to be in the very distant future at this point, 4) more easing is not in the works but the door to the conversation was opened when the FOMC statement said that "inflation will subside to levels at **or below** those consistent with the Committee's dual mandate (emphasis added), 5) the Fed has compiled stress-test data to determine that U.S banks have little exposure to the PIIGS countries, 6) the Chairman believes that fiscal changes should be made over a ten-year horizon but not anytime soon, 7) he also believes that the higher capital requirements for SIFIs is reasonable, and 8) Chairman Bernanke had very few answers for how to stimulate the housing market. Chairman Bernanke seemed befuddled, as we characterized it yesterday afternoon, with the current economic situation. He went so far as to say that he now has more sympathy for central bankers than he did ten years ago when he was critical of the BOJ for not aggressively fighting deflation. The implication is that this battle is proving harder than he had theorized when he was in academia. One of the few certainties we can take from yesterday is that the Fed is nowhere near ready to raise their target funds rate.

Bloomberg is running an article this morning saying that the Basel requirements for higher capital at SIFIs would give the largest banks a funding advantage because they would be seen as "too big to fail." This is an interesting take on the higher capital requirements that has some merit it would seem. If the regulators view the institutions

as so critical that they need to retain more capital to ensure the safety of the financial system, does this also mean that governments would bail them out in the case of an emergency?

Nobel Economist Myron Scholes sounded a warning in the press that higher capital requirements may create more volatility in the financial system. Separately, a Politico release quotes a senior Fed official as saying that "pushing capital requirements on banks could be very dangerous." According to the official, "The 1929 stock market crash is often regarded as the beginning of the Great Depression. In fact, the economy managed a weak recovery following the Crash, not unlike the one we've experienced since the financial crisis. But in September 1931, the [Fed] raised the discount rate sharply in an attempt to stem an outflow of gold reserves .. Within a year, the economy had relapsed dramatically, taking its deepest plunge between November 1932 and March 1933, ushering in the Great Depression and more than a decade of misery ... Capital requirements are an instrument of financial supervision, but also an instrument of monetary policy. Like the discount rate and reserve requirements, they determine the extent to which banks can lend and, therefore, the rate of growth in the money supply and the pace of economic activity. By insisting on higher and higher levels of required capital, regulators risk making precisely the same mistake as their predecessors at a very similar juncture in the current economic recovery -- with potentially disastrous consequences for the nation."

The Bank of England has turned their attention from tightening monetary policy to possibly more quantitative easing. Citing weaker-than-expected growth, the committee left their target rate at 0.5% and raised questions about the need for further stimulus.

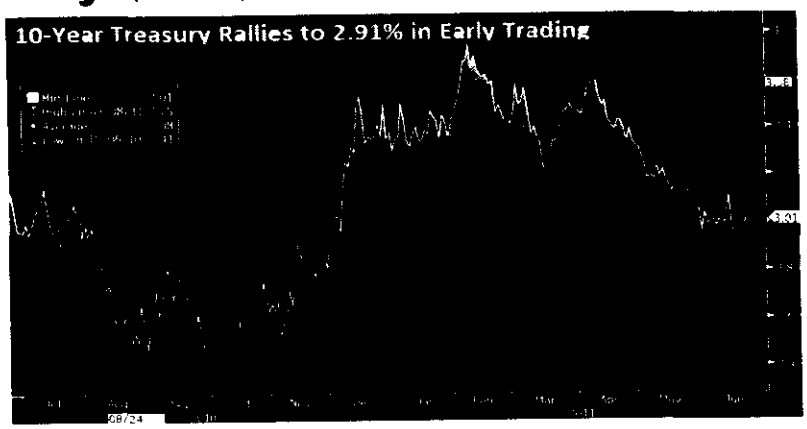
According to several media reports, some Democrats are arguing for more stimulus spending on infrastructure, tax expenditures, and extending unemployment benefits in the debt ceiling debates.

Craig Dismuke

Market Movements

	Close	Change	Term	Closing Yield	Daily Price Change	Current Yield	Price Change
				6/22/2011		Today - 7:30 A.M.	
			3mo	0 01		0 01	
Bond Contract	125.47	0.00	6mo	0 08		0 07	
CRB Index	337 91	-0 23	1Yr	0 15		0 13	
Dollar Index	74.86	0.26	2Yr	0 37	-0 25	0 35	1 50
Dow Jones	12,109 67	-80 34	3Yr	0 67	0 25	0 62	4 75
Gold	1,549.10	2.78	5Yr	1 54	0 50	1 47	10 50
1 Mo. LIBOR	0 19	0 00	10Yr	2 98	0 25	2 91	19 25
Crude Oil	94.45	1.05	30Yr	4 22	2 00	4 16	30 50

Chart of the Day (click image to enlarge)



Source Bloomberg

Economic Calendar

Date/Time (Central)	Indicator	Period	Est.	Actual	Prior	Revised
6/21 9 00	**Existing Home Sales**	MAY	4 80M	4 81M	5 05M	5 00M
6/21 9 00	**Existing Home Sales (MoM)**	MAY	-5 0%	-3 8%	-0 8%	-1 8%
6/22 6 00	**MBA Mortgage Apps.**	17-Jun		-5 9%	13 0%	
6/22 11 30	**FOMC Rate Decision**	22-Jun	0 25%	0 25%	0 25%	
6/23 7 30	**Initial Jobless Claims**	18-Jun	415K	429K		420K
6/23 7 30	**Continuing Jobless Claims**	11-Jun	3670K	3697K	3675K	3698K
6/23 9 00	**New Home Sales**	MAY	310K		323K	
6/23 9 00	**New Home Sales (MoM)**	MAY	-4 0%		7 3%	
6/24 7 30	**Durable Goods Orders**	MAY	1 5%		-3 6%	
6/24 7 30	**Durable Goods Ex. Trans.**	MAY	0 9%		-1 5%	
6/24 7 30	**GDP QoQ (Annualized)**	1Q T	1 9%		1 8%	
6/24 7 30	**Personal Consumption**	1Q T	2 2%		2 2%	

Although the information included in this report has been obtained from sources we believe to be reliable we do not guarantee its accuracy All opinions expressed in this report constitute the judgments as of the dates indicated and are subject to change without notice This report is for informative purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any product The accuracy of the financial projections is dependent on the occurrence of future events which cannot be assured therefore the actual results achieved during the projection period may vary from the projections

AGENDA ITEM #8

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

RECEIVED
JUN 21 2011
GALVESTON COUNTY JUDGE

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

June 21, 2011

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

Re. County claim for recovery of property damages
Date of Damage 03/13/11
Amount of Damage. $5,000.00

Gentlemen

I am pleased to inform you that we have made a complete recovery in connection with the above referenced claim

On March 13, 2011 a vehicle traveling east on 5700 Park Rd , left the roadway and struck a park gate at Jack Brooks Park The quote to repair the gate was $5,000 00 We have received a settlement check representing full recovery for property damages in the amount of $5,000 00. No other claims are pending in this matter

The settlement check has been deposited in the appropriate account through the Treasurer's office

Should you have any questions, please call

Sincerely,

Barry C. Willey

Barry C Willey

BCW/mfa
Enclosures
11-044
cc Mr Dennis Harris, Parks and Seniors Director

AGENDA ITEM #9

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

June 20, 2011

RECEIVED
JUN 23 2011
GALVESTON COUNTY JUDGE

The Honorable Mark Henry
County Judge
County of Galveston
722 Moody, 2nd Floor
Galveston, TX 77550

Dear Judge Henry.

Attached is a copy of Texas Commission on Environmental Quality's correspondence received by this office informing the District that a Use Determination Application has been filed for

CEMEX CONSTRUCTION MATERIALS SOUTH LLC
6902 HARBORSIDE DR
GALVESTON, TX 77550

Tracking Number(s) 15400

If you have any questions, please call Marcel Pierel, Information Specialist, at (409) 935-1980 or toll free (866) 277-4725, extension 451.

Sincerely,

Ken Wright
Chief Appraiser

KW:jw
Enclosures

CC. Marcel Pierel
GCAD, Special Projects Division
(original documents)

Bryan W Shaw, Ph D , *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R Vickery, P G , *Executive Director*

Received
JUN 14 2011
Air Quality Division

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 2, 2011

Mr Mark Dzeda
Industrial Tax Consulting
Suite 2-410
901 S Mopac Expy
Austin, Texas 78746

RECEIVED
JUN 20 2011
GALVESTON CAD

Re Notice of Administrative Completeness
Cemex Construction Materials South, LLC
Cemex Galveston Plant
6902 Harborside Dr
Galveston (Galveston County)
Regulated Entity Number RN100249739
Customer Reference Number CN603403973
Application Number. 15400

Dear Mr. Dzeda

This letter responds to Cemex Construction Materials South, LLC's Application for Use Determination, received May 4, 2011, pursuant to the Texas Commission on Environmental Quality's (TCEQ) Tax Relief for Pollution Control Property Program for the Cemex Galveston Plant

The TCEQ has determined the information required in Title 30 Texas Administrative Code (TAC) §17 10 is complete for application #15400. A copy of the application has been provided to the appropriate county appraisal district As specified in 30 TAC §17.12, a technical review will be conducted according to the Application Review Schedule. Please note that if additional technical information is needed, a Notice of Deficiency will be issued and any review time associated with this action will not be considered part of the Application Review Schedule

If you have questions regarding this letter or need further assistance, please contact Eddy Lin of the Tax Relief for Pollution Control Property Program by telephone at (512) 239-3932, by e-mail at eddy lin@tceq.texas gov, or write to the Texas Commission on Environmental Quality, Tax Relief for Pollution Control Property Program, MC-110, P.O Box 13087, Austin, Texas 78711-3087

Sincerely,

Chance Goodin, Team Leader
Stationary Source Programs
Air Quality Division

CG/EL

15400

AMENDED - CK - GALVESTON

Received

JUN 15 2011

Air Quality Division

Air Quality Division

Texas Commission on Environmental Quality

Use Determination for Pollution Control Property Application

A person seeking a use determination must complete this application form. For assistance in completing the application form please refer to the *Instructions for Use Determination for Pollution Control Property Application Form TCEQ-00611*, as well as the rules governing the Tax Relief Program in Title 30 Texas Administrative Code Chapter 17 (30 TAC 17). Information relating to completing this application form is also available in the TCEQ regulatory guidance document, *Property-Tax Exemptions for Pollution Control Property, RG-461*. For additional assistance, please call the Tax Relief Program at 512-239-4900.

You must supply information for each field of this application form unless otherwise noted.

Section 1. Eligibility

1 Is the property/equipment subject to any lease or lease-to-own agreement? Yes ☐ No ☒

2 Is the property/equipment used solely to manufacture or produce a product or provide a service that prevents, monitors, controls, or reduces air, water or land pollution?

Yes ☐ No ☒

3 Was the property/equipment acquired, constructed, installed, or replaced before January 1, 1994? Yes ☐ No ☒

If the answer to any of these questions is **'Yes'**, then the property/equipment is not eligible for a tax exemption under this program

Section 2. General Information

1. What is the type of ownership of this facility?

Corporation ☒	Partnership ☐	Utility ☐
Sole Proprietor ☐	Limited Partner ☐	Other:

2 Size of Company· Number of Employees

1 to 99 ☐	500 to 999 ☐	2,000 to 4,999 ☐
100 to 499 ☐	1,000 to 1,999 ☐	5,000 or more ☒

3 Business Description. (Briefly describe the type of business or activity at the facility)

Manufacturing

4. Provide the North American Industry Classification System (NAICS) six-digit code for this facility 327310

Section 3. Type of Application and Fee

1 Select only one

Tier I – Fee $150 ☒ Tier II – Fee $1,000 ☐ Tier III – Fee $2,500 ☐

2 Payment Information

Check/Money Order/Electronic Payment Receipt Number
Payment Type
Payment Amount
Name on payment
Total Amount

NOTE: Enclose a check, money order to the TCEQ, or a copy of the ePay receipt along with the application to cover the required fee.

Section 4. Property/Equipment Owner Information

1 Company Name of Owner Cemex Construction Materials South, LLC

2 Mailing Address ATTN Property Tax Dept , 1501 Belvedere Rd

3 City, State, Zip West Palm Beach, FL 33406

4 Customer Number (CN) CN603403973

5 Regulated Entity Number (RN) RN100249739

6 Is this property/equipment owned by the CN listed in Question 4? Yes ☒ No ☐

If the answer is 'No,' please explain

7 Is this property/equipment leased from a third party? Yes ☐ No ☒

If the answer is 'Yes,' please explain

8 Is this property/equipment operated by the RN listed in Question 5? Yes ☒ No ☐

If the answer is 'No,' please explain

Section 5. Name of Property/Equipment Operator (If different from Owner)

1 Company Name Same as Owner

2 Mailing Address

3 City, State, Zip

4 Customer Number (CN)

5 Regulated Entity Number (RN)

Section 6. Physical Location of Property/Equipment

1 Name of Facility or Unit where the property/equipment is physically located 4218

2 Type of Mfg Process or Service Concrete Mfgr

3 Street Address 6902 Harborside Dr

4 City, State, Zip. Galveston, TX

Section 7. Appraisal District with Taxing Authority

1 Appraisal District: Galveston Central Appraisal District

2 District Account Number(s): p423180, p360273

Section 8. Contact Name

1 Company Name. Industrial Tax Consulting

2 First Name of Contact: Mark

3 Last Name of Contact: Dzeda

4 Salutation. Mr ☒ Mrs. ☐ Ms ☐ Dr ☐ Other:

5 Title: President - ITC

6 Mailing Address: 901 S Mopac Expy, Suite. 2-410

7 City, State, Zip. Austin, TX

8 Phone Number/Fax Number: 512-732-9898 / 512-732-9899

9 Email Address. mark@itctax.com

10 Tracking Number (optional):

Section 9. Property/Equipment Description, Applicable Rule, and Environmental Benefit

For each piece, or each category, of pollution control property/equipment for which a use determination is being sought, answer the following questions.

Attach additional response sheets to the application for each piece of integrated pollution control property/equipment if a use determination is being sought for more than one (1) piece.

General Information

1 Name the property/equipment. Weir System

2 Is the property/equipment used 100% as pollution control equipment? Yes ☒ No ☐

If the answer is 'Yes,' explain how it was determined that the equipment is used 100% for pollution control. Equipment is used only to prevent pollution - serves no other purpose.

3 Does the property/equipment generate a Marketable Product? Yes ☐ No ☒

If the answer is 'Yes,' describe the marketable product:

4 What is the appropriate Tier I Table or Expedited Review List number? W-8

5 Is the property/equipment integrated pollution control equipment? Yes ☐ No ☒

If the answer is 'No,' separate applications must be filed for each piece of property/equipment.

6 List applicable permit number(s) for the property/equipment:

Property:			
		Total:	81,785.32

Attach additional response sheets to the application if more than three (3) pieces.

NOTE: Separate applications must be filed for each piece of nonintegrated pollution control property/equipment.

Section 13. Certification Signature

Must be signed by owner or designated representative.

By signing this application, I certify that I am duly authorized to submit this application form to the TCEQ and that the information supplied here is true and accurate to the best of my knowledge and belief

Printed Name: Mark S. Dzeda, CPA, CMI Date: 6-1-11

Signature: _____

Title President

Company Name: Industrial Tax Consulting

Under Texas Penal Code 37.10, if you make a false statement on this application, you could receive a jail term of up to one year and a fine up to $2,000, or a prison term of two to 10 years and a fine of up to $5,000.

AGENDA ITEM #10

RECEIVED

11 JUN -8 AM 10: 27

Dwight D. Sullivan
COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

This Contract is made and entered into this 7th day of June, 2011 by and between Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Carolyn Anderson on behalf of City of La Marque, Texas ("Client").

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

Purpose of Election: Runoff and Special Election for City of La Marque: Special Election to fulfill unexpired term of Mayor and runoff election for Councilman, District "D".

Election date: 25 June 2011

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an ☒ shall be performed by the Contracting Officer. The costs associated with the selections are attached as Exhibit "A" and, if selected by Client shall be paid by Client upon receipt of an invoice from Contracting Officer.]

☒ 1.1 Program, or arrange to have programmed, the ballot.

☒ 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public.

☒ 1.3 Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, pens. Each kit and unused election supplies are to be returned by the Client to the Contracting Officer after the voting polls close on

Election Night.

☒ 1.4 Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night.

☒ 1.5 Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use.

☒ 1.6 Transport, or arrange to have transported, the voting machines and equipment to the early voting locations.

☒ 1.7 Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment. Prepare the unofficial tabulation of precinct results on Election Night.

☒ 1.8 Provide technical and equipment support for the voting machines and equipment being provided to the Client In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch, in a timely manner, the appropriate technical support personnel and equipment to correct the failure.

☒ 1.9 Assist the Client in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Client who is the convening authority for the election/runoff election.

☒ 1.10 Conduct Early voting and Election Day voting training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p.m. The training shall be offered at either Carbide Park in La Marque, at the County Courthouse or the Justice Administration Building on Galveston Island, at the Calder Road Annex in League City, or, depending on demand and number of Clients' trainees, at combination of these locations.

This service is recommended but optional. The Client may decline the training sessions by marking the box immediately below.

O **Waive requirement for evening training sessions**

☒ Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer are sufficient for the Client's election or as are specified by the Client

2. Duties and Services of the Client.

The Client will be responsible for performing the duties and services set forth in Sections 2.1-2.10 below.

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

2.2 Obtain voter registration lists/polling books from the Voter Registrar to be used during early voting and on Election Day.

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

2.4 Work with the Contracting Officer to establish uniform hours for early voting in accordance with Texas Election Code §85.005. With multiple entities holding elections it is the goal to have uniform hours for polling places across the county. Texas Election Code §85.005 (d) requires cities to have at least two days of early voting be for 12 hours duration at the main early voting location.

2.5 In accordance with Texas Election Code §4.008, deliver written notice of the election to the Contracting Officer no later than 60 days prior to Election Day.

2.6 If the polling locations are different from previous elections the Client , in accordance with Texas Election Code §43.062, must notify prospective voters of the new location.

2.7 Provide ballot draw information to the Contacting Officer, proof the ballots after they have been programmed and notify the Contracting Officer of any needed changes. All language on the ballot must be provided in both English and Spanish.

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

2.9 Transport or have its Presiding Election Judges transport of its behalf the voting machines and equipment to the Client's Election Day voting locations.

2.10 Supervise the overall conduction of the election in Client's jurisdiction with the help of the Contracting Officer, including the tabulation of results as set forth in Texas Election Code §31.092(d).

2.11 Appoint the Signature Verification Committee, the Early Voting Ballot Board, and the Resolution Board (Central Counting Station). The Client shall provide the Contracting Officer with contact information for each of these individuals.

The Client, unless otherwise marked below in Sections 2.12-2.16, shall be responsible for performing the following duties in connection with the Client's election and any subsequent runoff election:

[Client to select with an ☒ those services below they want the Contracting Officer of Galveston County to perform on their behalf. Those items left unmarked shall be performed by the Client. The costs associated with the selections made shall be paid by the Client upon receipt of an invoice from Contracting Officer.]

☒ 2.12 Determine the polling locations within their jurisdiction, inform the Contracting Officer of said selections and provide the facilities contact information for each location.

☒ 2.13 Appoint the presiding judge, alternate judge and election clerks for each polling location. The Client shall provide the Contracting Officer with contact information for each of these individuals.

☒ 2.14 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. **If, under §2.13 above, the Client is appointing personnel to staff the polling locations Client may not mark this Section or impose this duty on Contracting Officer.** But, the Contracting Officer will attempt to assist Client in finding bilingual poll workers.

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

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and

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

Client understands that regardless of whether or not it desires to engage Contracting Officer's services under Sections 2.13 and 2.14 above, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

☒ 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101.

☒ 2.16 As required by Texas Election Code §4.007, notify the Election Judges of the dates of the election and any subsequent runoff election.

☒ 2.17 The Client may have an observer present during the tabulation of the votes. If Client desires an observer, Client will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station on Election Night.

3. Compensation, Billing, and Payment.

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

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

Pursuant to Texas Election Code §31.098, Contracting Officer will contract with third persons for election services and supplies agreed to herein and, subject to reimbursement by Client, will pay the claims for those election expenses on Client's behalf.

Contracting Officer will invoice Client for services rendered under this Contract. Client will make payment to Contracting Officer in accordance with the terms and

provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

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

5.Authorized Representatives.

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

The parties recognize that Client may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Client may have contracted with other political subdivisions for the conducting of joint elections and that Client is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether or not Client is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Client's Authorized Representative for all purposes of this Contract is _____.

6. General Provisions.

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

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

(2) the authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or

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

In the event this Contract is between the Contracting Officer and the county executive committee of a political party in the party's general primary election or runoff primary election or both, in accordance with Texas Election Code §31.092, to be binding, this Contract must be approved in writing by the Texas Secretary of State.

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

9. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 E-Slate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Client agrees that should the electronic voting system fail, they will not make any claim against the Contracting Officer, the County of Galveston, or any of their employees, or agents for damages of any kind, including but not limited to damages incurred for having to conduct a second election caused as a result of such failure or error.

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

If legal action is filed against the Client involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Client, the Client shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the Contracting Officer.

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

Contracting Officer:

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

Client:

City of La Marque
1111 Bayou Road
La Marque, TX 77568

Phone:409-938-9203
Email: c.anderson@ci.la-marque.tx.us

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

The Rest of This Page has Intentionally Been Left Blank.

Executed this 8TH day of JUNE, 2011.

Contracting Officer

Dwight D. Sullivan

Client:

Name: ERIC N. GAGE

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

Approved: ***(If required)***

Hon.
Texas Secretary of State
Date of Approval:

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk

Date: 6/28/11

AGENDA ITEM #11

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS. 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS P O DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

RECEIVED
JUN 21 2011
GALVESTON COUNTY JUDGE

June 16, 2011

Ms Margaret Bunch
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Cause # 06TX0572**
CAD #3370-0077-0012-000
Has Not Been Approved By Commissioner's Court
Grantee: LeRoy & Diane Thibodeaux

Dear Ms Bunch,

We have received an offer on the above Tax Foreclosed Property in which the County of Galveston is the Trustee This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved this sale Attached for the Commissioner's reference is a copy of the Bid Analysis, Bid Form, Galveston CAD Property Information and CAD Tax Map and the Proceeds Distribution Form

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed Also enclosed is Money Order #10394740897 in the amount of $28 00 for recording the deed once it is signed

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 12 , Block 77, Flakes Addn to Hitchcock, Galveston County, TX

LOCATION: 6820 Wright Rd Hitchcock, TX 77563

CAD ACCOUNT #: 3370-0077-0012-000 Land HS 3,410
Imp HS 2,300

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 01/05/10 **REDEMPTION EXPIRES:** 06/11/12

CAUSE # 06TX0535 **STYLED:** County of Galveston vs. Johnnie W. Williams, et al

DATE DEED RECORDED: 06/11/10 **RECORDING REFERENCE:** 2010028072

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 5,710.00

TAX RESALE INFORMATION

BID AMOUNT: $ 1,500.00

NAME OF BIDDER: LeRoy & Diane Thibodeaux
7440 Caldwell
Hitchcock, TX 77563

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **06TX0572** on the docket of the **405th** District Court
COUNTY OF GALVESTON VS. JOHNNIE W. WILLIAMS, ET AL.

Property Account Number **3370-0077-0012-000**

Legal Description **LOT TWELVE (12), BLOCK SEVENTY-SEVEN (77), FLAKES ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, AS DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED AT BOOK 1899, PAGE 356 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on JANUARY 5, 2010 for **$5,710.00**

Property Re-Sold to **LEROY & DIANE THIBODEAUX, 7440 CALDWELL, HITCHCOCK, TX 77563** for **$1,500.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising·		
to "Galveston County Sheriffs Dept " (publication costs)	$ 626 18	$ 445.73
(2) Reimbursement - Costs, Fees		
to "Galveston County Sheriffs Dept " (recording fee)	$ -	$ 20 00
(3) Attorney Ad Litem Fees		
to "Jeffrey Gelb" 2209 Avenue K, Galveston 77550	$ 500 00	$ 355 91
(4) Court Costs		
to "Galveston County District Clerk"	$ 703 00	$ 500 41
(5) Title Search Fees		
to "Lyn Wingert & Assoc " 2286 Gemini St ,Houston, TX 77058	$ 250 00	$ 177 95
(6) Reimbursement - Costs, Fees		
	$ -	$ -
	$ 2,079 18	$ 1,500 00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 1973920161	$ 1,030 97	$ 0
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 5263093148	$ 2,748 89	$ 0
to "COLLEGE OF THE MAINLAND"	0 0752444985	$ 393 00	$ 0
to "CITY OF HITCHCOCK"	0 2010541706	$ 1,050 10	$ 0
	Subtotal	$ 5,222 96	$ 0
STRUCK OFF FOR VALUE $5,710.00			
Judgment does NOT cover 2009-2010 Taxes	Grand Total	$ 7,302 14	$ 1,500 00

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) Leroy + Deane Thibodeaux
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties
CAD Property # 3370-0077-0012-000, described as follows
ABST 13 Page 4 Lot 12 BLK 77
Flakes ADDN

(B) Bid Amount $ 1,500.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 150.00, which is ten percent (10%) deposit for my (our) bid or $100 00, whichever is greater Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding No title insurance or surveys will be provided Property is being sold "as it", "where is" and "without warranty"

(D) By my signature below, I certify that I understand the conditions and limitation of this sale I further understand that the "minimum bid" amount may not include other taxes due which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder I agree to indemnify Galveston County and its agents from any action or damages arising from the purchase of this property

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing

Leroy Dion & P. Thibodeaux
* Bidder(s) printed name

Deane P. Thibodeaux
Bidder(s) Signature

7440 CALDWELL
* Address

409 457-5974
Phone Number

Hitchcock, Texas 77563
* City, State Zip Code

2-02 2011
Date

***as it will appear on the Deed**

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

INTERNATIONAL MONEY ORDER

MoneyGram. Money Orders

To Validate: Touch the stop sign, then watch it fade and reappear

MONEY ORDER NUMBER R10394740897 2

CALL 1-800-542-3590 TO VERIFY

PAY TO THE ORDER OF/ PAGAR A LA ORDEN DE: Galveston County District Clerk

IMPORTANT: SIGNATURE BACK BEFORE CASHING

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

ADDRESS/ DIRECCION: 7440 Caldwell Hitchcock, TX 77563

Payable Through Citizens Alliance Bank Clara City, MN

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

06 15 11

10394740897
MONEY ORDER

*** 28.00

TWENTY-EIGHT +++
DOLLARS 00 CENTS

946932169281692
0596811166127897

⑆091916187⑆1039 47408972⑈ 90

DOCUMENT CONTAINS 2 COLOR BACKGROUND, VISIBLE FIBERS, TONER GRIP, AND WATERMARK PAPER - HOLD TO LIGHT TO VIEW

AMOCO FEDERAL CREDIT UNION
A Member Owned Cooperative Organization

PO Box 889
Texas City, Texas 77592-0889
(409) 948-8541

CHECK NO: 000452454

06 15 11

88-8939
3131

OFFICIAL CHECK

YOU CANNOT PUT A STOP PAYMENT ON THIS CHECK FOR 90 DAYS UNLESS IT IS LOST, STOLEN, or DESTROYED. In order to put a stop payment on a CERTIFIED/OFFICIAL CHECK, the owner must purchase an indemnity bond for the amount of the item. An indemnity bond can be purchased from any insurance company.

PAY ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

AMOUNT
********1,500.00

VOID IF NOT CASHED WITHIN 90 DAYS

TO THE ORDER OF DEANO P THIBODEAUX OR GALVESTON COUNTY TAX OFFICE

AUTHORIZED SIGNATURE

⑈452454⑈ ⑆313189391⑆2300889⑈

Galveston Central Appraisal District

600 Gulf Freeway Suite 113, Texas City, TX 77591, (866) 277-4725
Data on this Web site represents PRELIMINARY 2011 Information

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- **Detail Sheet**
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- Online Protest Info
- Online Protest Login
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- 3D Aerial Photos
- Links
- Website Feedback Form
- 2011 Preliminary Roll

Property Detail Sheet (R155987)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID	O407483
Owner Name	COUNTY-GALVESTON
Owner Address	722 MOODY AVE GALVESTON,TX 77550-2317
Property Address	6820 WRIGHT RD HITCHCOCK, TX 77563

Parcel Information

Legal Description	ABST 13 PAGE 4 LOT 12 BLK 77 FLAKES ADDN
Neighborhood	3370(3370 - Flakes)
Acreage	0 132
Cross Reference	3370-0077-0012-000
Undivided Interest	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type	Sheriff's Deed
Deed Book	
Deed Page	2010028072
Map Page	306-A

Values Breakdown	2011 Preliminary Value
Land HS	$2,300 +
Land NHS	$0 +
Improvement HS	$3,410 +
Improvement NHS	$0 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$5,710 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	A9 (Exempt Residential Single Family)	2	$ 3,410

Land

ID	Type	SPTB	Acres	Market
Land1	RL (Residential Lot)	A9 (Exempt Residential Single Family)		$ 2,300

Get Adobe Reader * Adobe Acrobat Reader 5 0 (minimum) is required to view pdf documents Acrobat Reader is a free program available here

Current Owner	Legal Description	Exemptions	Appraised
COUNTY-GALVESTON (O407483) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 13 PAGE 4 LOT 12 BLK 77 FLAKES ADDN	EX	5 710
		Entities	**Homestead Cap**
		GGA J05, S14, RFL C33	0

Situs Address

6820 WRIGHT RD
HITCHCOCK TX 77563

Sales

Date	Volume	Page	Seller Name
01/14/2010	2010028072		WILLIAMS J W

History Information

	2010	2009	2008	2007
Imp HS	$3,410	$3,410	$3,410	$3,410
Imp NHS	$0	-	-	-
Land HS	$2,300	$2,300	$2,300	$2,300
Land NHS	$0	-	-	-
Ag Mkt	$0	-	-	-
Ag Use	$0	-	-	-
Tim Mkt	$0	-	-	-
Tim Use	$0	-	-	-
HS Cap	-	-	-	-
Assessed	$5 710	$5 710	$5,710	$5,710

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
SFC	WPR	WF	SR	CS	VI
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
ST	1		1949		

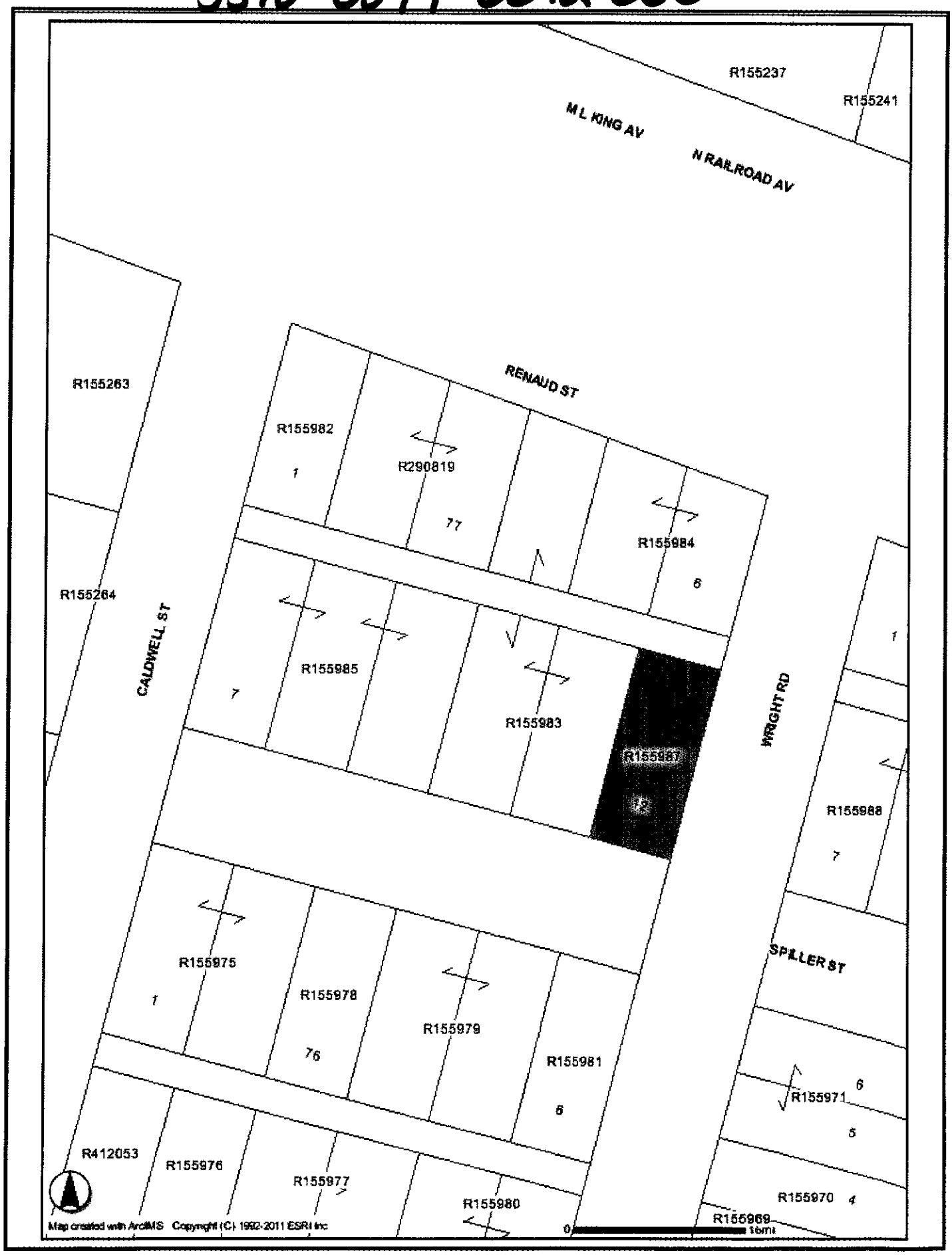
Land Segments

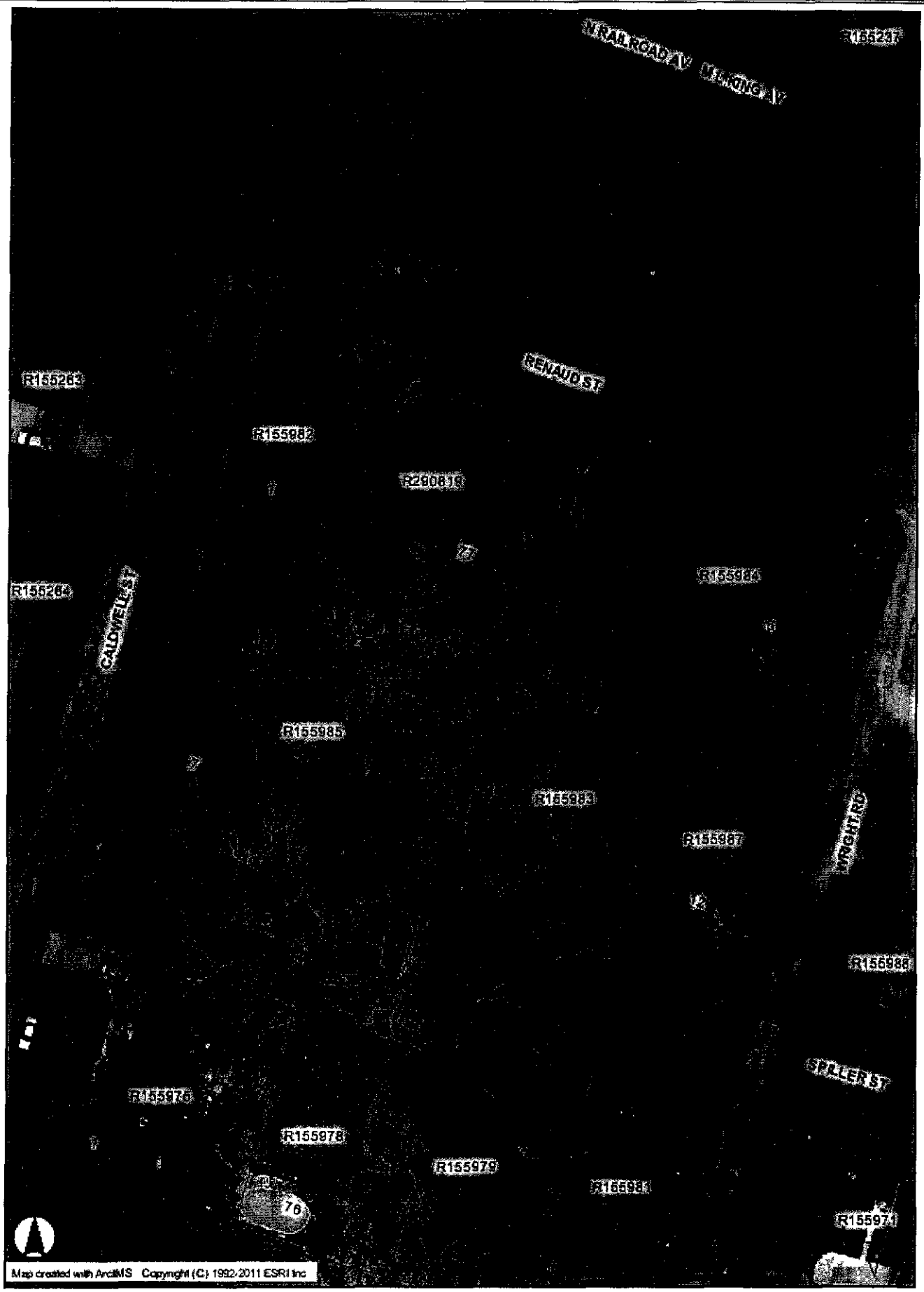
SPTB	Description	Area	Market	Ag Value
A9	Residential Lot	5750F	2,300	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$3,410
MA	Main Area	703	1949	1942	$3,310
SP	Screen Porch	72	1949	1942	$100

3370-0077-0012-000




N RAILROAD AV
M L KING AV
R155237
RENAUD ST
R155263
R155982
R290819
R155984
R155264
CALDWELL ST
R155985
R155983
R155987
WRIGHT RD
R155988
SPILLER ST
R155976
R155978
R155979
R155981
R155971
76
Map created with ArcIMS Copyright (C) 1992-2011 ESRI Inc

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **405th** Judicial District in Cause Numbered **06TX0572** styled "**COUNTY OF GALVESTON VS. JOHNNIE W. WILLIAMS, ET AL.**" the Sheriff of Galveston County, on NOVEMBER 19, 2009, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **JANUARY 5, 2010**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** for the sum of **FIVE THOUSAND SEVEN HUNDRED TEN AND NO/100 DOLLARS ($5,710.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00)**,

WHEREAS, this sale is authorized pursuant to V T C A., Tax Code §34 05(b),

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement

NOW, THEREFORE, in consideration of the sum of **ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT and COLLEGE OF THE MAINLAND ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **LEROY & DIANE THIBODEAUX**, of **7440 CALDWELL, HITCHCOCK, TX 77563** ("GRANTEE"), the following described real property, to wit·

LOT TWELVE (12), BLOCK SEVENTY-SEVEN (77), FLAKES ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, AS DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED AT BOOK 1899, PAGE 356 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5 023 of the Texas Property Code

GRANTOR conveys the property

a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

c) subject to any right of redemption, and

d) subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on

a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,

b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),

d) compliance with applicable environmental laws, rules or regulations; and

e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body

By acceptance of this deed, GRANTEE acknowledges and agrees

a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

c) that any information provided with respect to the property was obtained from a variety of sources,

d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information, and

e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action This covenant releasing GRANTOR shall be

a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever

Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 28th day of June, 2011

COUNTY OF GALVESTON

By _____
MARK HENRY, County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

GIVEN under my hand and seal of office this the 28th day of June, 2011

Roxana G Lewis
NOTARY PUBLIC, in and for the State of Texas

Roxana G. Lewis
Printed or Typed Name of Notary

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

After recording return to:

Linebarger Goggan Blair & Sampson
P O Box 2789
Texas City, TX 77592-2789

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011032555

June 29, 2011 08 45 08 AM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #12

Cheryl E. Johnson, RTA

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

June 1, 2011

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

RE: Clerical Error Refund / Waiver
4458-0000-0002-000
Lafittes Harbor Dev.1 LP

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below

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

Account Numbers	Year	Waiver
4458-0000-0002-000	2009	$ 61 36
4458-0000-0002-000	2010	$ 326 57

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

May 24, 2011

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

Re: Tax Account(s) 4458-0000-0002-000 / R515531

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

Cheryl E. Johnson, RTA

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

June 3, 2011

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

RE: Clerical Error
Michelle Brown
1245-0005-0016-000

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 homeowner states she was given the incorrect amount to pay for the 2010 property taxes when she came in the office

Account No	Year	Waiver/Refund
1245-0005-0016-000	2010	$ 44 89 refund

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

To whom it may Concern
The Estate of EDDIE Woodworth
810 Maple Property Lamarque
77568

due to ERROR in The Tax office. I Came in to Pay my part on Eddie Woodworth behalf The man in the Tax office did not give me the Right Amount I was told that is was $518.01 ORiginal was Suppose to be $64750 I would have Paid it Before the Deadline Now I was Sent a letter Stated that I owe $162.89 ~~129.49~~ I am asking that Penity be wavied due to tax Office error

Thank you
Michaela BROWN

Cheryl E. Johnson, RTA

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

June 6, 2011

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

Re **CLERICAL ERROR**
Request for P & I Refund
H33520008002600
Tareq Mohd-Al Abu-Sharifeh

Dear Judge Henry

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

Mr Tareq Mohd-Al Abu-Sharifeh shows evidence an attempt was made to pay the base amount of 2009 tax with a check dated January 29th, 2010 Our office has no evidence of receiving this payment A copy of the original check has been provided as evidence of payment

Account	Year	Refund
H33520008002600	2009	$746 23

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

2009 taxes

PAYMENT PROCESSING CENTER
PO Box 182477, Columbus, OH 43218

Proof of Payment-COL Merchant Support
Case Number 41838464

Fax Number: **409-766-4557**

To: **GCTO**

Attn: **LUANNE**

Processing Center: 800-278-6302

Number of Pages 02

Date **Tuesday, June 01, 2010 9:38:56 AM**

Re: **TAREQ T ABU-SHARIFEH**

The following is proof of payment Please credit the account number provided If applicable, please reverse any late fees or finance charges and remove any negative credit entries that may have resulted due to the payment not posting

Notes:
H335200080026000

TAREQ MOHD-AL ABU-SHARIFEH
3305 SUSSEX WAY
FRIENDSWOOD TX 77546

Bank of First Deposit per Electronic Endorsement
ABA: 111000025 Bank of America, N.A., Tx

If Bank of America, N.A.n Tx, ABA: 111000025 is not your company's financial institution please contact Bill Pay at 800-278-6302 as soon as possible for further research. Otherwise, please follow up with your financial institution to verify the receipt of the payment and post correctly to Tareq T Abu-Sharifeh's account.

Thank you
Cheri M

given home by Lou Ann
5/24/11

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: H335200080026000 **$1,650.93**

Please Direct Any Questions
To 877-246-7923
Online Bill Payment Processing Center
P O Box 2994
Phoenix, AZ 85062 2994
NORTHERN TRUST

70-2362/719

0070956974

TAREQ MOHD-AL ABU-SHARIFEH
3305 SUSSEX WAY
FRIENDSWOOD, TX 77546-5674

January 29, 2010

MEMO: Property ID# 1277950080026

Pay ONE THOUSAND SIX HUNDRED FIFTY AND 93/100 ---- ---------- ---------- DOLLARS

$ *****1,650.93

To The Order Of
GCTO
PO BOX 1169
GALVESTON TX 77553 1169

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS

AUTHORIZED SIGNATURE

⑈0070956974⑈ ⑆071923828⑆ 0035099988⑈

Bank of First Deposit per Electronic Endorsement
ABA 111000025 _ Bank of America, N A , Tx

Serial	0070956974	Account	0000000035099988
Amount	1650 93	Routing	071923828
Post Date	20100216	OF6	0
Tran	000000	Sequence	871088435

43111327

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION

Security features on this document include a Micro Print Border, Artificial Watermark, Absence of these features may indicate alteration
FEDERAL RESERVE BOARD OF GOVERNORS REG CC

Cheryl E. Johnson, RTA

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

June 10, 2011

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

Re: **CLERICAL ERROR**
Request for P & I Refund
4518-0004-0011-000
Mahalia D Smith

Dear Judge Henry

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

Dr Smith shows evidence that an attempt was made to pay the base amount of 2010 tax with a check dated January 31, 2010 That check was posted to her account on February 14, 2011 However, Dr Smith had already stopped payment on the check after being told by our office that it was not posted She sent a replacement check and was charged P&I

Account	Year	Refund
4518-0004-0011-000	2010	$224 14

Sincerely,

Cheryl E Johnson

Cheryl E. Johnson

ImageChex Express - allitems
03/30/2011 01:03:11PM

Cheryl E. Johnson
Galveston County Tax Assessor-Collector

Scanning Coupon

Date: 1-31-11

Account Number(s): R413145

Amount Paid: 2490.24
(Identify the amount paid by referring to the written amount on the check)

R413145 **2490.24**

MAHALIA D. SMITH, MD PA 05/08
P.O. BOX 57309
WEBSTER, TX 77598
PH. 281-482-1761

220

DATE 01/31/11

32-2/1110 TX
2692

PAY TO THE ORDER OF Galveston County Tax Office $ 2490.24

— two thousand four hundred and ninety & 24/xx — DOLLARS

Bank of America

ACH R/T 111000025

FOR R413145

Mahalia Smith MD

⑈000220⑈ ⑆111000025⑆ 4880149948 05⑈

488014994805 **220** **2490.24**

Cheryl E. Johnson, RTA

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

June 6, 2011

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

Re. CLERICAL ERROR
Request for P & I Refund
3510-0091-2007-000
Tony Young

Dear Judge Henry

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

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

Account	Year	Refund
3510-0091-2007-000	2008-2010	$402 74

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 31, 2011

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

Re: Tax Account(s) 3510-0091-2007-000 / R107876

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 - 2010 through the supplement roll process.

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

Respectfully,

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

AGENDA ITEM #13a

Cheryl E. Johnson, RTA

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

May 17, 2011

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

RE: Request for refund of penalty & interest 2010
Account No 5765-0000-0019-000
Integrated Process Resources c/o Sandra Lomeli

Dear Judge Henry

Ms Lomeli is requesting a refund of the penalty and interest collected on the account number referenced above for the tax year 2010

Texas Property Tax Code Section 1 08, Timeliness of Action by Mail, states the following

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to evidence of receipt of payment aforementioned

Account Numbers	Year	Waiver / Refund
5765-0000-0019-000	2010	$ 66 63/$605 75

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

IPR★EMS
INTEGRATED PROCESS RESOURCES
Environmental Monitoring Service

2/23/11

Attn· Ken Laird

To Whom It May Concern.

In regards to payment of the 2010 consolidated taxes for Acct#576500000019000, checks mailed out on 1/27/11 did not make it to their destinations as such we placed stop payments and reissued checks causing a delay in payments. You will find an attached copy of the original check, with a copy of the statement received and our bank statement showing the check did not clear. Please waive the penalty fees. Your assistance is appreciated.

Thank you,

Sandra Lomeli
Accounting Manager
Tel 281-488-4411 Ext 135
Fax 281-488-9729

RECEIVED
FEB 28 2011
COLLECTIONS

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
1/26/2011	1975-2010	Acct#5765-0000-0019-000	9,259 35	0 00	9,259 35

Check: 060374	1/27/2011	GCTO Property Tax Dept.	Check Total:	9,259 35

Integrated Process Resources, Inc
d/b/a Environmental Monitoring Service
905 Gemini
Houston, TX 77058
(281) 488-4411

Sterling Bank
P O Box 40333
Houston, TX 77240-0333

060374

*NINE THOUSAND TWO HUNDRED FIFTY-NINE AND 35 / 100

1/27/2011 **********9,259.35*

GCTO Property Tax Dept.
722 Moody
Galveston, TX 77550

⑈060374⑈ ⑆113005549⑆ ⑈1910136 17⑈

Account Detail

PRINT

Account

Operating-3617 - 183338 84

Time Period	Activity Display	Start Date	End Date	
Date Range	Checks	1/27/2011	2/23/2011	GO

Search For **Search In**

Check Number Search

Account	Operating-3617 - 183338.84		
Available Balance	$183,338 84	**File Type**	**Delimiter**
		MSMoney	TAB
Current Balance	$183,338.84		DOWNLOAD
Dates	1/27/2011 thru 2/23/2011		

Pending Transactions

Date	Description	Withdrawals (Debits)	Deposits (Credits)
No Records Available			

Posted Transactions

Date	Description	Withdrawals (Debits)	Deposits (Credits)
1/27/2011	CHECK 60300	$527 50	
1/31/2011	CHECK 60302	$2,077 36	
1/27/2011	CHECK 60307	$171 93	
2/18/2011	CHECK 60326	$124 50	
1/31/2011	CHECK 60327	$163 13	
1/28/2011	CHECK 60328	$116 83	
1/31/2011	CHECK 60329	$1,056 32	
1/31/2011	CHECK 60330	$115 03	
1/31/2011	CHECK 60331	$287 56	
2/1/2011	CHECK 60332	$791 14	
1/28/2011	CHECK 60333	$45 66	
1/28/2011	CHECK 60334	$362 02	
1/27/2011	CHECK 60335	$2,853 83	
1/27/2011	CHECK 60336	$1,038 28	

1/28/2011	CHECK 60337	$12,915 06	
1/28/2011	CHECK 60338	$3,821 54	
1/28/2011	CHECK 60339	$675 00	
1/27/2011	CHECK 60340	$2,064 06	
1/28/2011	CHECK 60341	$64.00	
1/28/2011	CHECK 60342	$142 00	
2/1/2011	CHECK 60343	$59 20	
2/1/2011	CHECK 60345	$2,351 35	
1/31/2011	CHECK 60346	$948 50	
2/1/2011	CHECK 60347	$1,038 00	
2/2/2011	CHECK 60348	$23 95	
2/7/2011	CHECK 60349	$20 68	
1/31/2011	CHECK 60350	$80 00	
2/1/2011	CHECK 60351	$48 00	
1/27/2011	CHECK 60353	$97 95	
1/27/2011	CHECK 60354	$1,986 12	
1/31/2011	CHECK 60355	$85 29	
2/8/2011	CHECK 60356	$858 13	
2/8/2011	CHECK 60357	$69 80	
1/31/2011	CHECK 60358	$537 60	
1/28/2011	CHECK 60359	$474 41	
1/28/2011	CHECK 60360	$459 00	
1/27/2011	CHECK 60361	$336 00	
1/28/2011	CHECK 60362	$256 56	
1/31/2011	CHECK 60363	$10,933 95	
2/1/2011	CHECK 60364	$1,686 51	
2/1/2011	CHECK 60365	$2,979 90	
2/2/2011	CHECK 60366	$4,189 62	
1/31/2011	CHECK 60367	$4 46	
1/27/2011	CHECK 60368	$126 97	
1/28/2011	CHECK 60369	$6,264 85	
2/15/2011	CHECK 60370	$242 21	
1/31/2011	CHECK 60371	$152.79	
2/1/2011	CHECK 60383	$5,285 00	
2/1/2011	CHECK 60386	$2,100 00	
2/7/2011	CHECK 60387	$975 15	
2/14/2011	CHECK 60388	$151 18	
2/10/2011	CHECK 60389	$300 00	
2/8/2011	CHECK 60390	$326 40	
2/8/2011	CHECK 60391	$1,318 08	

2/8/2011	CHECK 60392	$123 69	
2/8/2011	CHECK 60393	$1,493 25	
2/8/2011	CHECK 60394	$525 62	
2/8/2011	CHECK 60395	$1,150 39	
2/8/2011	CHECK 60396	$1,143 07	
2/9/2011	CHECK 60397	$2,626 10	
2/8/2011	CHECK 60398	$1,050 00	
2/8/2011	CHECK 60399	$2,336 58	
2/9/2011	CHECK 60400	$64 00	
2/22/2011	CHECK 60401	$200 00	
2/10/2011	CHECK 60402	$127 52	
2/9/2011	CHECK 60403	$196 90	
2/7/2011	CHECK 60404	$715 00	
2/8/2011	CHECK 60405	$397 76	
2/8/2011	CHECK 60406	$632 23	
2/10/2011	CHECK 60407	$872 75	
2/8/2011	CHECK 60408	$99 29	
2/10/2011	CHECK 60409	$527 50	
2/14/2011	CHECK 60411	$2,155 48	
2/16/2011	CHECK 60412	$160 29	
2/7/2011	CHECK 60413	$143 03	
2/9/2011	CHECK 60414	$191 00	
2/7/2011	CHECK 60415	$208 37	
2/11/2011	CHECK 60416	$400 00	
2/11/2011	CHECK 60417	$562 21	
2/22/2011	CHECK 60418	$550 00	
2/9/2011	CHECK 60419	$67 50	
2/9/2011	CHECK 60420	$171 93	
2/9/2011	CHECK 60421	$410 00	
2/15/2011	CHECK 60422	$27 09	
2/4/2011	CHECK 60423	$848 00	
2/4/2011	CHECK 60424	$496 80	
2/4/2011	CHECK 60425	$521 00	
2/4/2011	CHECK 60426	$698 00	
2/4/2011	CHECK 60427	$112 64	
2/9/2011	CHECK 60428	$685 04	
2/10/2011	CHECK 60429	$104 00	
2/7/2011	CHECK 60430	$21 43	
2/22/2011	CHECK 60435	$244 00	
[illegible]	[illegible]	[illegible]	

2/7/2011	CHECK 60436	$46 00	
2/4/2011	CHECK 60437	$92 00	
2/4/2011	CHECK 60438	$402 00	
2/4/2011	CHECK 60439	$55 00	
2/4/2011	CHECK 60440	$118 00	
2/7/2011	CHECK 60441	$98 68	
2/4/2011	CHECK 60442	$470 00	
2/4/2011	CHECK 60443	$267 00	
2/8/2011	CHECK 60444	$150 00	
2/8/2011	CHECK 60445	$156 00	
2/4/2011	CHECK 60446	$120 00	
2/9/2011	CHECK 60447	$113 50	
2/7/2011	CHECK 60448	$62 85	
2/10/2011	CHECK 60450	$840 00	
2/16/2011	CHECK 60451	$3,096 11	
2/18/2011	CHECK 60452	$115 03	
2/22/2011	CHECK 60453	$288 66	
2/16/2011	CHECK 60454	$1,450 98	
2/15/2011	CHECK 60455	$15 49	
2/15/2011	CHECK 60456	$73 60	
2/15/2011	CHECK 60457	$337 24	
2/16/2011	CHECK 60458	$46 42	
2/17/2011	CHECK 60459	$996 10	
2/16/2011	CHECK 60460	$151 67	
2/16/2011	CHECK 60461	$13,560 81	
2/16/2011	CHECK 60462	$1,594 36	
2/15/2011	CHECK 60463	$2,250 00	
2/15/2011	CHECK 60464	$7 01	
2/15/2011	CHECK 60465	$2,389 57	
2/15/2011	CHECK 60466	$60 00	
2/16/2011	CHECK 60467	$32 00	
2/22/2011	CHECK 60468	$10,050 96	
2/15/2011	CHECK 60471	$306 00	
2/16/2011	CHECK 60472	$320 00	
2/22/2011	CHECK 60473	$23 95	
2/16/2011	CHECK 60474	$1,097 28	
2/15/2011	CHECK 60475	$140 00	
2/15/2011	CHECK 60476	$88 12	
2/15/2011	CHECK 60477	$602 47	
2/14/2011	CHECK 60479	$435 00	

2/17/2011	CHECK 60481	$515 00	
2/16/2011	CHECK 60482	$2,717 08	
2/15/2011	CHECK 60483	$106 00	
2/15/2011	CHECK 60484	$56 05	
2/15/2011	CHECK 60485	$23.56	
2/16/2011	CHECK 60486	$4,894 30	
2/17/2011	CHECK 60487	$570 00	
2/16/2011	CHECK 60488	$180 21	
2/17/2011	CHECK 60489	$216 00	
2/16/2011	CHECK 60491	$115 07	
2/22/2011	CHECK 60492	$5 88	
2/16/2011	CHECK 60494	$1,275 49	
2/15/2011	CHECK 60495	$1,294 10	
2/22/2011	CHECK 60496	$140 00	
2/16/2011	CHECK 60498	$1,692 51	
2/16/2011	CHECK 60499	$5,959 80	
2/18/2011	CHECK 60500	$2,837 23	
2/15/2011	CHECK 60501	$99 20	
2/15/2011	CHECK 60503	$590 40	
2/16/2011	CHECK 60504	$453 58	
2/22/2011	CHECK 60505	$368 60	
2/18/2011	CHECK 60516	$600 00	
2/22/2011	CHECK 60519	$1,430 00	
2/18/2011	CHECK 60520	$695 00	
2/22/2011	CHECK 60526	$143 03	
2/22/2011	CHECK 60527	$208 37	
2/22/2011	CHECK 60529	$350 00	
2/22/2011	CHECK 60532	$400 00	
2/18/2011	CHECK 60540	$70 00	
2/18/2011	CHECK 60541	$115 50	
2/17/2011	CHECK 60542	$134 00	
2/22/2011	CHECK 60544	$19 00	
2/18/2011	CHECK 60545	$24 00	
2/22/2011	CHECK 60546	$116 28	
2/22/2011	CHECK 60548	$268 02	
2/22/2011	CHECK 60549	$379 71	
2/18/2011	CHECK 60550	$117 00	
2/18/2011	CHECK 60551	$201 00	
2/22/2011	CHECK 60553	$220 50	
2/18/2011	CHECK 60554	$115 50	

2/3/2011	TELLER CHECK 60431	$229 00	
2/3/2011	TELLER CHECK 60432	$19 50	
2/4/2011	TELLER CHECK 60434	$277 00	
2/3/2011	TELLER CHECK 60449	$490 95	
2/17/2011	TELLER CHECK 60543	$78 00	

*Available balance includes pending transactions. **Checks deposited are not included in the same day's available balance until processed, but are reflected in your history immediately.

AGENDA ITEM #13b

Cheryl E. Johnson, RTA

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

May 17, 2011

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

RE Request for refund of penalty & interest 2008
1369-0000-0001-000 Bay Colony LP c/o Steven Danz @ US Bank

Dear Judge Henry

Mr Danz is requesting a refund of the penalty and interest collected on the account number referenced above for the tax year 2010

Texas Property Tax Code Section 1 08, Timeliness of Action by Mail, states the following
When a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if

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

Dr Danz shows evidence that he attempted to pay the base amount of 2010 tax by UPS postage His payment was not received until February 1st, 2011 He has paid all taxes due along with the fees associated with the aforementioned account and is requesting a refund of additional penalties as he made an effort to pay

Account Numbers	Year	Refund
1369-0000-0001-000	2010	$8,205 36

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

usbank.

All of us serving you

April 14, 2011

Galveston County Commissioners Office
722 Moody, Suite 200
Galveston, Texas 77550

Re: Appeal of Penalty for #136900000001000

To Whom It May Concern:

On January 31, 2011, U.S. Bank delivered via UPS overnight delivery service a check in the amount of $115,068.44 to the Galveston County Treasury Office. The attached shows that the check was received by your office at 11:22 am on February 1, 2011, which was the due date. To ensure timely delivery and receipt, our policy is to send and track tax payments via UPS.

On March 1, 2011 we were informed that even though it arrived on time, because the check was not delivered and stamped with a U.S. postal stamp, it was considered late. As a result, we received a late penalty in the amount of $8,205.36.

U.S. Bank was not aware that UPS was not a recognized form of an official delivery postmark. In a call to the county office, Mr. Laird indicated that we could appeal the penalty through the County Commissioner's office

To avoid further penalties, we made the penalty payment of $8,205.36 prior to March 31, 2011 We now request that you review this matter and refund the payment.

Please contact me at the number listed below should you wish to discuss this further. We appreciate your consideration.

Sincerely,

Steven Danz

Steven Danz
Assistant Vice President
U S. Bank Corporate Trust Services
651-495-3724

RECEIVED
APR 19 2011
COLLECTIONS

Enclosures. UPS Tracking Information

Tracking Summary

Tracking Numbers

Tracking Number:	1Z 567 096 01 9547 939 2
Type	Package
Status	**Delivered**
Delivered On	02/01/2011 12 15 P M
Delivered To	HOUSTON, TX, US
Signed By	DAVIS
Service	NEXT DAY AIR

Tracking Number:	1Z 567 096 01 9837 118 0
Type	Package
Status	**Delivered**
Delivered On	02/01/2011 11 22 A M
Delivered To	GALVESTON, TX, US
Signed By.	THOMPSON
Service.	NEXT DAY AIR

Tracking results provided by UPS 04/05/2011 12 25 P M ET

NOTICE: UPS authorizes you to use UPS tracking systems solely to track shipments tendered by or for you to UPS for delivery and for no other purpose Any other use of UPS tracking systems and information is strictly prohibited

Feedback

Close Window

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UPS CampusShip

Shipping Resources

Welcome, ALLYSON VOKATY | Logout

Track Shipments

Tracking Detail Printer Friendly

Your package has been delivered.

To view Proof of Delivery, please select the link

Tracking Number	1Z 567 096 01 9837 118 0
Type	Package
Status	**Delivered** Proof of Delivery
Delivered On	02/01/2011 11 22 A M
Signed By	THOMPSON
Location	OFFICE
Delivered To	722 MOODY AVE GALVESTON, TX, US 77550
Shipped/Billed On	01/31/2011
Reference Number(s)	300/0000350
Service	NEXT DAY AIR

Package Progress

Location	Date	Local Time	Description
LA MARQUE, TX, US	02/01/2011	11 22 A M	Delivered
	02/01/2011	10 00 A M	Out For Delivery
	02/01/2011	9 55 A M	Arrival Scan
HOUSTON, TX, US	02/01/2011	8 44 A M	Departure Scan
	02/01/2011	7 11 A M	Arrival Scan
	02/01/2011	7 00 A M	Adverse weather conditions
ROCKFORD, IL, US	02/01/2011	3 51 A M	Departure Scan
ROCKFORD, IL, US	01/31/2011	11 57 P M	Arrival Scan
MINNEAPOLIS, MN, US	01/31/2011	10 58 P M	Departure Scan
	01/31/2011	8 30 P M	Arrival Scan

UPS CampusShip: View/Print Label

1 **Print the label(s):** Select the Print button on the print dialog box that appears Note If your browser does not support this function select Print from the File menu to print the label

2 **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label

3 **GETTING YOUR SHIPMENT TO UPS**

Customers without a Daily Pickup

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages

Hand the package to any UPS driver in your area

Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you Items sent via UPS Return Services℠ (including via Ground) are also accepted at Drop Boxes

To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual

FOLD HERE

ALLYSON VOKATY
651-495 3735
US BANK 567096
60 LIVINGSTON AVE
SAINT PAUL MN 55107

0.0 LBS LTR 1 OF 1

SHIP TO:
GALVESTON COUNTY TAX OFFICE
722 MOODY AVENUE
GALVESTON TX 77550-2317

TX 775 0-01

UPS NEXT DAY AIR 1

TRACKING #: 1Z 567 096 01 9182 8879

BILLING P/P

Reference # 1 300/0000350

CS 13 1 13 WXPE60 12 0A 01/2011

GALVESTON COUNTY COURTHOUSE
722 MOODY AVE

GALVESTON TX 77550 – 2395

P GOLD $: I:007

LOPE – 1022

1030

1Z567096019182 8879

ST02CPJ TXTEX114 APR 15 08 46 37 2011
US 7750 HIP 10 2 1 ZEBRAZM400

Galveston County Tax Office

Monday, June 13 2011

Property Tax Statement

Begin a New Search Go to Your Portfolio

[Tax Statement]

Unless otherwise noted, all data refers to tax information for 2010 All amounts due include penalty, interest, and attorney fees when applicable

Account Number 136900000001000

Address
BAY COLONY LP
3020 HARTLEY RD STE 300
JACKSONVILLE FL 32257-8207

Property Site Address
901 W FM 517
77539

Legal Description
BAY COLONY APARTMENTS (2001), ABST 19
PERRY & AUSTIN SUR, ACRES 14 456

Current Tax Levy $115,068 44

Current Amount Due $0 00

Prior Year Amount Due $0 00

Total Amount Due $0 00

Last Payment Amount for Current Year Taxes $8,205 36

Last Payer for Current Year Taxes
US BANK 567096

Last Payment Date for Current Year Taxes 03/30/2011

Pending Internet Payments
No Payment Pending

Pay by Credit Card or E Check

Market Value $3 811 930

Land Value $1,049 100

Improvement Value $2,762,830

Capped Value $0

Agricultural Value $0

Exemptions None

Exemption and Tax Rate Information

Taxes Due Detail by Year and Jurisdiction

Payment Information

Click Here to see your estimated amount due for a different date You can see this information by year and by both year and jurisdiction

Return to Galveston County Homepage

GALVESTON COUNTY TAX OFFICE
P O Box 1169
Galveston TX 77553-1169
(409) 766-2481
(877) 766-2284

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AGENDA ITEM #13c

Cheryl E. Johnson, RTA

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

May 20, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
Linda C Grace
6670-0000-0097-000

Dear Judge Henry

The homeowner states she inherited the home after her father's death There was an executor assigned to the home and she was not told by the executor the property was settled and put in her name until January of 2011 This is also the day she found out taxes were due on the property She is on disability and has been since 2006 She thought property taxes were the same as income taxes and assumed this was all inclusive Her accountant advised her otherwise She has since paid the balance on the account and asks to have the penalty and interest refunded to her

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
6670-0000-0097-000	2010	$ 1040 09 refund

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

3

January 14, 2011

To: Galveston County Commissioner Court
Ms Cheryl E. Johnson
Attn: Mr. Ricky Kennon
722 Moody – Tax Office
Galveston, TX 77550

Re: Property Taxes 2009
Linda Grace
12727 Camino Famosa
Galveston, Texas 77554

pgl

Dear Mr. Kennon,

I spoke with Ms. Claudia Tibaldo of the Attorney's office of Linebarger, Goggan, Blair & Sampson, LLP about a Citation (Cause #10TX1082) I received concerning my property taxes. She gave me your name and address and advised me to write to you to explain some situations concerning my property taxes and the Citation that I received concerning them.

On December 27, 2010 I received a Citation (Cause #10TX1082) for the taxes on my house in Galveston for the year of 2009. This house was owned by my father, Marvin Grace, who passed away on December 27, 2008. I lived with and took care of my father in this house since 2004 and inherited the house from my father when he passed away. There was a probate court in April of 2009 on my father's estate and I was not invited to attend the probate court by the executor of the estate and hired an attorney because of this and other matters, including a brother and sister who had forged checks in my father's name when he was very sick. The estate was finally settled in October of 2010.

I was never told by the estate executor that the house was actually put in to my name in June of 2009 until I went to the Galveston County Tax Appraisal office on January 14, 2011 and they told me of this date. I had also incorrectly thought that the taxes on the house would be included with my regular income taxes, having never done property taxes before. I had filed a 2009 extension on my income taxes and then became very sick and have been in the hospital four times since filing the extension I have a tax accountant who does my taxes for me and also did my father's taxes. I had given my tax accountant all the information to do my taxes, including the information on my house and then also gave him the Citation that I had received on December 27, 2010. I asked my tax accountant several times about the Citation, and I was not told until January 14, 2011 by my tax accountant that my property taxes are completely separate from my income taxes and that my tax accountant did not handle property taxes.

Because of me being almost out of time to respond to the Citation I called and then went to the Attorney's office in Texas City that was listed on the Citation and spoke with Claudia Tibaldo. She advised me to write a letter to you explaining what had happened and to also go to the Tax Appraisal office because this house is my homestead and also because I am on disability and have been since 2006. I was also told to have the Tax Appraisal office to correct the spelling and address on my property.

Ms. Tibaldo told me that because I am so late in paying my property taxes that there is a penalty and interest on what I owe on the property taxes. This penalty and interest has accumulated to an amount

of $3,036.57 on top of the $6,073.03 for the 2009 property taxes. I asked Ms. Tibaldo if there was any way that I could get the penalty and interest lowered as I am on a very strict budget and have expensive medical bills. Ms. Tibaldo told me to write a letter to you explaining what had happened and to ask if I could get the penalty and interest removed or lowered.

I would be in great appreciation if there is any way that the penalty and interest removed or lowered. Ms. Tibaldo told me that she could arrange a payment system for me to pay the taxes that I owe off. Please let me know if there is anything else that I could do to help with getting my penalty and interest removed or lowered.

Sincerely,

Linda Grace

Linda Grace
12727 Camino Famosa
(Mailing address is: 7114 Spanish Grant)
Galveston, Texas 77554
Phone Number: 409-996-6582

THE STATE OF TEXAS

FILED 10TX1082

10 DEC 10 AM 10: 39

CONSTABLE PRECINCT ONE
GALVESTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF GALVESTON

FOR QUESTIONS CONCERNING THIS LAWSUIT, PLEASE CONTACT THE LAW FIRM OF LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS SHOWN BELOW. TO REQUEST A PAYOFF OF THIS LAWSUIT, PLEASE FAX A WRITTEN REQUEST TO (409) 945-9814 OR EMAIL A REQUEST TO PAYOFF.GALVESTONCOUNTY@PUBLICANS.COM. PLEASE REFERENCE THE SUIT NUMBER IN YOUR REQUEST.

TO: Linda Catherine Grace
7114 Spanish Grant
Galveston, TX 77554-7749

GREETING: **YOU HAVE BEEN SUED.** You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next after the expiration of 20 days after you were served this citation, a default judgment may be taken against you.

YOU ARE HEREBY COMMANDED to appear and answer, by filing a written answer, before the Honorable District Court, 56th Judicial District, Galveston County, Texas, at 600 59th St Ste 4001, Galveston, TX 77551-2388 at or before 10 o'clock a.m. of the Monday next after the expiration of 20 days from the date of service of this Citation, then and there to answer the Petition of the **GALVESTON COUNTY, CITY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT and GALVESTON COLLEGE,** Plaintiffs, filed in the said Court on the 24 day of November, 20 10, against **Linda Catherine Grace and Texas Higher Education Coordinating Board (in rem only),** Defendant(s).

The nature of the suit is a demand to collect delinquent ad valorem taxes, penalties, interest, attorney's fees, court costs and **TO BE DETERMINED** in abstractor's fees incurred on the following property:

PROPERTY DESCRIPTION

Acct. No. 667000000097000; LOT NINETY-SEVEN (97), SPANISH GRANT, SECTION ONE (1), A SUBDIVISION LOCATED IN GALVESTON COUNTY, TEXAS, ACCORDING THE MAP OR PLAT OF SAID SUBDIVISION RECORDED AT VOLUME 1616, PAGE 150 IN THE OFFICIAL MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

The Amount of taxes due Plaintiff(s), **inclusive** of interest and penalties if paid in:

JURISDICTION	November 2010	December 2010
Galveston County	$8,890.91	$8,963.80

The names of all taxing units which assess and collect taxes on said property, not made parties to the suit, are: GALVESTON COUNTY ROAD DISTRICT # 01. The foregoing taxing units, if any be shown, are made and joined as parties to this suit and invited to add their claim by intervening herein. There are no taxing units which assess and collect taxes on said property that Plaintiff(s) has failed to join as a party to this suit.

Galveston County Tax Office

Monday, June 13 2011

Property Tax Statement

Begin a New Search Go to Your Portfolio

[Tax Statement]

Unless otherwise noted, all data refers to tax information for 2010 All amounts due include penalty, interest, and attorney fees when applicable

Account Number 667000000097000

Address
GRACE LINDA CATHERINE
7114 SPANISH GRANT
GALVESTON, TX 77554-7749

Property Site Address
E 12727 E CAMINO FAMOSO
77554

Legal Description
ABST 121 PAGE 53 LOT 97 SPANISH GRANT

Current Tax Levy $4 102 92

Current Amount Due $0 00

Prior Year Amount Due $0 00

Total Amount Due $0 00

Last Payment Amount for Current Year Taxes $5,143 01

Last Payer for Current Year Taxes
GRACE LINDA CATHERINE

Last Payment Date for Current Year Taxes 03/29/2011

Pending Internet Payments
No Payment Pending

Pay by Credit Card or E Check

Market Value $237,800

Land Value $46 940

Improvement Value $190 860

Capped Value $0

Agricultural Value $0

Exemptions DRH HOM

Exemption and Tax Rate Information

Taxes Due Detail by Year and Jurisdiction

Payment Information

Click Here to see your estimated amount due for a different date You can see this information by year and by both year and jurisdiction

Return to Galveston County Homepage

GALVESTON COUNTY TAX OFFICE
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(877) 766-2284

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AGENDA ITEM #13d

Cheryl E. Johnson, RTA

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

May 17, 2011

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

RE· Request for waiver/refund of penalty & interest
Ruby Kennemer 4376-0001-0001-000

Dear Judge Henry.

The homeowner is requesting a waiver of the penalty and interest assessed on the account number referenced above.

According to the Texas Property Tax Code **Section 31.06(d)** " . If a check or money order accepted in payment of taxes or the invoice for a payment of taxes by credit card is not duly paid or honored, the amount of any charge against the taxing unit for processing the check, order, or credit card invoice is added to the amount of tax due in the same manner as penalties and interest are added for taxes that are delinquent. The tax lien on the property also secures payment of the amount of the charge "

The homeowner submitted a payment in a timely manner through our online system, however she did not complete the process to the end. She made the assumption the account was paid until she received the February reminder from our office. She called on numerous accounts and each time the clerk continued to ask her to check back in several days, not knowing she had not completed her transaction

Account	Year	Waiver / Refund
4376-0001-0001-000	2010	$158.77/ $228 04

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Laird, Ken

From rubykennemer|@aol com [rubykennemer@aol com]
Sent Thursday March 03 2011 12 43 PM
To Laird Ken
Subject Property Taxes

Ken I had paid my taxes on Jan 28, 2011 by computer For some reason the payment did not go through I have called several times to find out
why the payment did not clear my bank and each time the person that I spoke with told me to give another week to see if it would post I finally talked to you yesterday and found out that the payment was never received and faxed the paperwork that I had from the transaction
I have redone the payment today by credit card in error (it cost me $69 00) I should have done by e-check as I had done before and it would not have cost me so much I guess I am getting really good at messing up I made the payment for the original amount and am asking for or begging for forgiveness of the late penalty
If you need anymore information please let me know Thanks so much for your help

RECEIVED
MAR 03 2011
COLLECTIONS

Ruby Phone # 281-339-5407

Verify Payment - Property Tax Payments

Please correct the errors

For your own protection, review the details of your payment and enter your Property Tax Account Number below before choosing **Confirm**

Your Payment Detail

Payment Amount	**$2,761 69**
Convenience Fee	**$1.00**
Total Payment Amount	**$2,762.69**
Scheduled Payment Date	**Jan-28-2011**
Amount Due	**$2,761.69**
Property Address	**8605 HARBOR DR**

Your Account Detail

Routing Number.	**111900659**
Account Number	**XXXXXXXXXXXXX0855**
Account Type	**Checking**
Account Category	**Consumer**

E-mail Address*: rubykennemer@aol.com

Send me an email confirmation

Property Tax Account Number*:

Required field

Terms And Conditions

PLEASE READ AND APPROVE THE FOLLOWING AUTHORIZATION

By clicking "I Accept", I authorize the payee to electronically debit my bank account for the amount(s) and date set forth above This authorization is valid for this transaction only

If a convenience fee is added to the transaction, I understand that the convenience fee displayed will be included in the total payment amount

In the event that a payment is returned for insufficient funds, I authorize the payee to electronically debit my bank account for the original amount of the transaction, as well as a returned item fee, up to the maximum amount allowed by law

PLEASE PRINT A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS

I accept the Terms and Conditions* ☑

Ken
fax 409-766-4561

(Thought she paid it.)

Galveston County Tax Office

Monday June 13 2011

Property Tax Statement

Begin a New Search Go to Your Portfolio

[Tax Statement]

Unless otherwise noted, all data refers to tax information for 2010 All amounts due include penalty, interest, and attorney fees when applicable

Account Number 437600010001000

Address
KENNEMER BUDDY A & RUBY C
8605 HARBOR DR
DICKINSON TX 77539

Property Site Address
8605 HARBOR DR
77539

Legal Description
ABST 17 W LYTTLE SUR LOT 1 BLK 1
KENNEMER-WILKES SUB (2002)

Current Tax Levy $2 719 19

Current Amount Due $0 00

Prior Year Amount Due $0 00

Total Amount Due $0 00

Last Payment Amount for Current Year Taxes $18 59

Last Payer for Current Year Taxes
WELLS FARGO HOME MORTGAGE

Last Payment Date for Current Year Taxes 05/26/2011

Pending Internet Payments
No Payment Pending

Pay by Credit Card or E Check

Market Value $140,950

Land Value $20,670

Improvement Value $120,280

Capped Value $0

Agricultural Value $0

Exemptions HOM O65

Exemption and Tax Rate Information

Taxes Due Detail by Year and Jurisdiction

Payment Information

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AGENDA ITEM #13e

Cheryl E. Johnson, RTA

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

June 1, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
George & Ellen Briggs
6255-0000-0733-000

Dear Judge Henry

The taxpayers are requesting fees to be removed from this account due personal reasons

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
6255-0000-0733-000	2010	$ 490 90

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

RECEIVED
MAY 19 2011
GALVESTON COUNTY JUDGE

5309 Shady River Dr.
Houston, TX 77056

Galveston County Commissioner
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

RE: Tax Office Acct #: 6255-0000-0733-000
CAD ID: R290182

Gentlemen:

In response to your letter about our 2010 taxes, we are writing to furnish you with the reason that the tax payment on our Galveston Property was postmarked February 1, 2011 I contacted the tax office and an employee there suggested that I write a petition.

I went to the hospital unexpectedly on January 30 with heart problems and was treated at Methodist Hospital by Dr. George Basu of Houston Vascular Associates. My husband works full time and discovered late in the day that we were out of bank checks and wasn't able to rectify the situation until the next day He obtained a temporary check early the next morning and promptly mailed it to Cheryl Johnson at the Galveston County Tax Office.

In view of these unusual circumstances, we are asking that you waive the penalty. Thank you for your prompt attention to this matter.

Respectively,

Ellen O Briggs
George C Briggs

George C.& Ellen O Briggs

Galveston County Tax Office

Monday, June 13 2011

Property Tax Statement

Begin a New Search Go to Your Portfolio

[Tax Statement]

Unless otherwise noted, all data refers to tax information for 2010 All amounts due include penalty, interest, and attorney fees when applicable

Account Number 625500000733000

Address
BRIGGS GEORGE C & ELLEN O
5309 SHADY RIVER
HOUSTON TX 77056

Property Site Address
5220 SEAWALL BLVD STE #733
77550

Legal Description
ABST 628 M B MENARD UNIT #733A AND
21215% INTEREST COMMON ELEMENTS SAN
LUIS CONDO

Current Tax Levy $6,524 82

Current Amount Due $490 90

Prior Year Amount Due $0 00

Total Amount Due $490 90

Last Payment Amount for Current Year Taxes $6,524 82

Last Payer for Current Year Taxes
BRIGGS GEORGE C & ELLEN O

Last Payment Date for Current Year Taxes 02/01/2011

Pending Internet Payments
No Payment Pending

Pay by Credit Card or E Check

Market Value $252 310

Land Value $2 610

Improvement Value $249,700

Capped Value $0

Agricultural Value $0

Exemptions None

Exemption and Tax Rate Information

Taxes Due Detail by Year and Jurisdiction

Payment Information

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AGENDA ITEM #14

- - - - - - - - - -

Upon motion of County Judge Henry, seconded by Commissioner O'Brien, and carried; It is Ordered by the Court that the Application from Terry Kendrick and Gay Nell Kendrick to convey portions of Lots 178 and 179, Ramada Beach on the Bolivar Peninsula by metes and bounds without revising the plat be and is approved

14

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES TERRY KENDRICK and GAY NELL KENDRICK, and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 178 and 179 of RAMADA BEACH, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88 and transferred to Plat Record 5, Map No 46, both of the Map Records in the Office of the County Clerk of Galveston County, Texas without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plats In support thereof, Petitioners would respectfully show into the Court the following, to wit

A copy of a survey plat and metes and bounds property descriptions, depicting

1) **TRACT 178-A** - part of Lots 178 and 179 of RAMADA BEACH and
2) **TRACT 179-A** - part of Lots 178 and 179 of RAMADA BEACH, attached hereto as EXHIBIT "A" (pages one and two) and EXHIBIT "B"

1 Only Lots 178 and 179 of RAMADA BEACH, are to be involved in these conveyances Petitioners are the sole owners of said Lots 178 and 179 of RAMADA BEACH

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said TERRY KENDRICK and GAY NELL KENDRICK, Petitioners herein

3 Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioners to convey a portions of Lots 178 and 179 of RAMADA BEACH all as per the survey plat and metes and bounds property descriptions shown in Exhibit "A" (pages one and two) and in Exhibit "B", attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 16th day of June 2011

TERRY KENDRICK
1314 LOVELY LANE
DEER PARK, TX 77536-3675

GAY NELL KENDRICK
1314 LOVELY LANE
DEER PARK, TX 77536-3675

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioners TERRY KENDRICK and GAY NELL KENDRICK, to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 16th day of June, 2011

KIMBERLY F. LINDSTROM
Notary Public, State of Texas
My Commission Expires 08-25-2014

Notary Public-State of Texas

APPROVED

BY _____ 6/28/11
MARK HENRY
County Judge
Date

ATTEST

DWIGHT D. SULLIVAN
County Clerk

11-0662 KENDRICK – M&B Application

COASTAL SURVEYING OF TEXAS, INC.
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P O BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377
CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P O BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW SURVEYGALVESTON COM

TRACT 178-A

Being a tract or parcel of land out of Lots 178 and 179 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, and transferred to Plat Record 5, Map No 46, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows·

BEGINNING at the Southeast corner of Lot 178 and the Northerly line of Tropicana Drive and the Westerly line of Nassau Drive, both being a 50 foot right-of-way,

THENCE South 64°27' West, along said Northerly line of Tropicana Drive and the Southerly line of Lot 178, a distance of 81 97 feet to the Southwest corner of said Lot 178 and the Southeast corner of said Lot 179,

THENCE North 25°33' West, along the original line between Lots 178 and 179, a distance of 20 feet and a set 1/2 inch rod;

THENCE South 64°27' West, a distance of three (3) feet and a set 1/2 inch rod,

THENCE North 25°33' West, a distance of 45 feet and a set 1/2 inch rod,

THENCE North 64°27' East, a distance of three (3) feet to the original line between lots 178 and 179, and a set 1/2 inch rod;

THENCE North 25°33' West, along said original lot line, a distance of 32 feet and a set 1/2 inch rod;

THENCE North 64°27' East, a distance of 45 feet and a set 1/2 inch rod;

THENCE North 25°33' West, a distance of three (3) feet to the North line of said Lot 178 and a set 1/2 inch rod;

THENCE North 64°27' East, along the said North line of Lot 178, a distance of 3 9 feet to the Northeast corner of said Lot 178 and in the said Westerly line of Nassau Drive and a found 1/2 inch rod;

THENCE South 43°51' East, along the said Westerly line of Nassau Drive, a distance of 105 33 feet to a found 1/2 inch rod, and the PLACE OF BEGINNING ond containing 6543.49 sq ft

COASTAL SURVEYING OF TEXAS, INC.
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P O BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377
CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P O BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW SURVEYGALVESTON COM

TRACT 179-A

Being a tract or parcel of land out of Lots 178 and 179 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, and transferred to Plat Record 5, Map No 46, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows·

BEGINNING at the original common corner of Lots 178 and 179 and the Northerly line of Tropicana Drive, a 50 foot right-of-way;

THENCE South 64°27' West, along said Northerly line of Tropicana Drive and the Southerly line of Lot 179 of said RAMADA BEACH, a distance of 56 feet to the Southwest corner of said Lot 179 and a found 1/2 inch rod;

THENCE North 25°33' West, a distance of 100 feet to the Northwest corner of said Lot 179 and a found 1/2 inch rod;

THENCE North 64°27' East, along the north line of said Lot 179, passing the original common corner of Lots 179 and 178 at 56 feet, on for a total distance of 101 feet to a set 1/2 inch rod being 3.9 feet from the Westerly line of Nassau Drive, a 50 foot right-of-way,

THENCE South 25°33' East, a distance of three (3) feet to a set 1/2 inch rod;

THENCE South 64°27' West, parallel to the North line of said Lot 178, a distance of 45 feet to the original line between said Lots 178 and 179, and a set 1/2 inch rod;

THENCE South 25°33' East, along the said original lot line, a distance of 32 feet, and a set 1/2 inch rod,

THENCE South 64°27' West, a distance of three (3) feet and a set 1/2 inch rod,

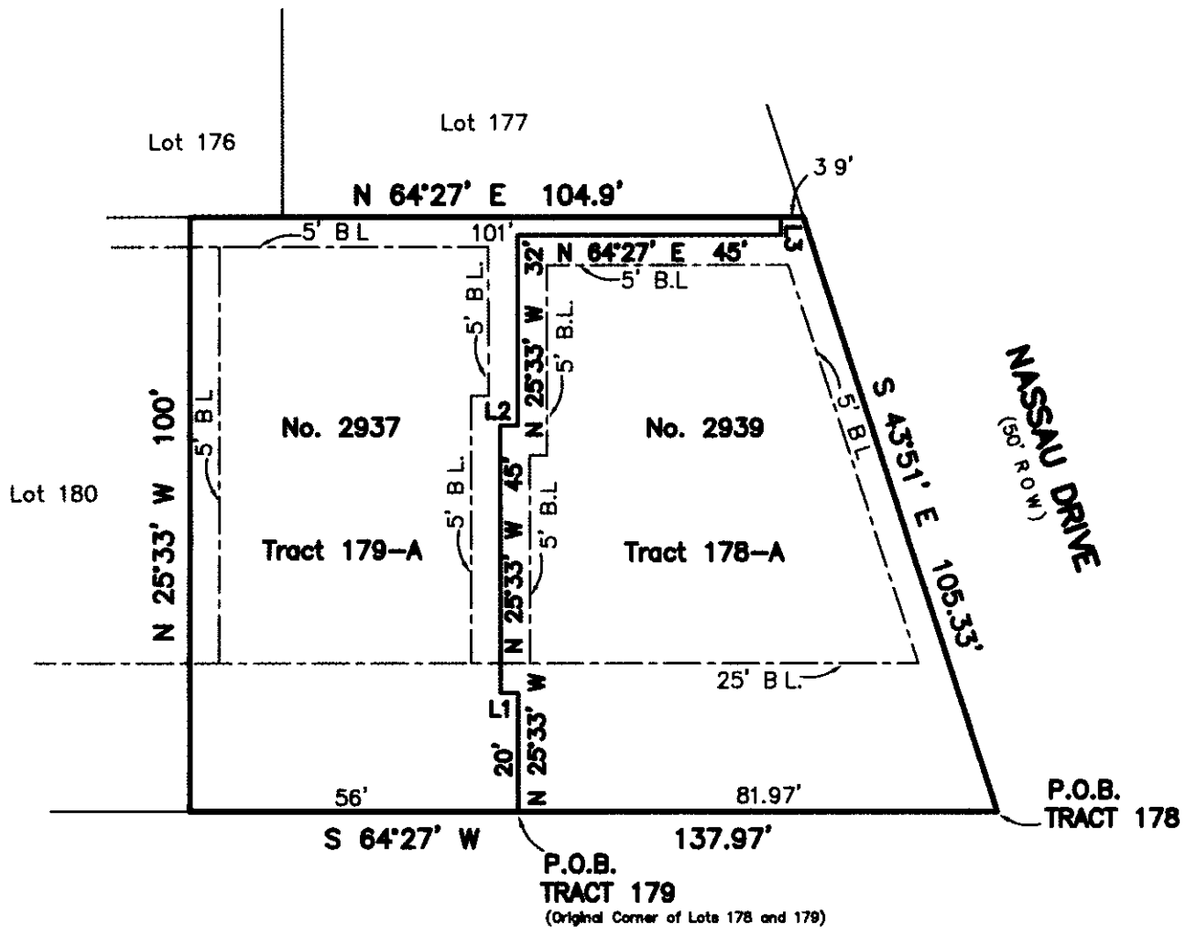
THENCE South 25°33' East, a distance of 45 feet and a set 1/2 inch rod,

THENCE North 64°27' East, a distance of three (3) feet to the said original lot line and a set 1/2 inch rod;

THENCE South 25°33' East, along said original lot line, a distance of 20 feet to the said North line of Tropicana Drive and the PLACE OF BEGINNING, containing 5600 sq. ft.

Exhibit "B"

SCALE: 1" = 30'



LINE TABLE

Line	Bearing	Distance
L1	S 64°27' W	3'
L2	N 64°27' E	3'
L3	N 25°33' W	3'

LEGEND

B.L. Building Setback Line

NOTE.
Lot 178 was 6543 49 sq ft
Tract 178-A is 6543 49 sq.ft
Lot 179 was 5600 sq ft.
Tract 179-A is 5600 sq ft

COASTAL SURVEYING OF TEXAS, INC.

GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P O BOX 877 (mailing)
GALVESTON, TX 77553

CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P O BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650

ph (409) 740-1517 fx (409) 740-0377 ph (409) 684-6400 fx (409) 684-6112

WWW SURVEYGALVESTON COM

11-0662

Upon motion of County Judge Henry, seconded by Commissioner O'Brien, and carried, It is Ordered by the Court that the Application from Terry Kendrick and Gay Nell Kendrick to convey portions of Lots 178 and 179, Ramada Beach on the Bolivar Peninsula by metes and bounds without revising the plat be and is approved

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APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

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1) **TRACT 178-A** - part of Lots 178 and 179 of RAMADA BEACH and
2) **TRACT 179-A** - part of Lots 178 and 179 of RAMADA BEACH, attached hereto as EXHIBIT "A" (pages one and two) and EXHIBIT "B"

1 Only Lots 178 and 179 of RAMADA BEACH, are to be involved in these conveyances Petitioners are the sole owners of said Lots 178 and 179 of RAMADA BEACH

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said TERRY KENDRICK and GAY NELL KENDRICK, Petitioners herein

3 Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioners to convey a portions of Lots 178 and 179 of RAMADA BEACH all as per the survey plat and metes and bounds property descriptions shown in Exhibit "A" (pages one and two) and in Exhibit "B", attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 16th day of June 2011

TERRY KENDRICK
1314 LOVELY LANE
DEER PARK, TX 77536-3675

GAY NELL KENDRICK
1314 LOVELY LANE
DEER PARK, TX 77536-3675

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioners TERRY KENDRICK and GAY NELL KENDRICK, to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 16th day of June, 2011

KIMBERLY F LINDSTROM
Notary Public, State of Texas
My Commission Expires 08-25-2014

Notary Public-State of Texas

APPROVED

BY MARK HENRY
County Judge

6/28/11
Date

ATTEST

DWIGHT D. SULLIVAN
County Clerk

11-0662 KENDRICK – M&B Application

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on June 28, 2011.

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS
By Brandy Chapman, **Deputy**
Brandy Chapman

COASTAL SURVEYING OF TEXAS, INC
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P O BOX 877 (mailing)
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P O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW.SURVEYGALVESTON.COM

TRACT 178–A

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THENCE South 64°27' West, along said Northerly line of Tropicana Drive and the Southerly line of Lot 178, a distance of 81 97 feet to the Southwest corner of said Lot 178 and the Southeast corner of said Lot 179,

THENCE North 25°33' West, along the original line between Lots 178 and 179, a distance of 20 feet and a set 1/2 inch rod,

THENCE South 64°27' West, a distance of three (3) feet and a set 1/2 inch rod,

THENCE North 25°33' West, a distance of 45 feet and a set 1/2 inch rod,

THENCE North 64°27' East, a distance of three (3) feet to the original line between lots 178 and 179, and a set 1/2 inch rod;

THENCE North 25°33' West, along said original lot line, a distance of 32 feet and a set 1/2 inch rod,

THENCE North 64°27' East, a distance of 45 feet and a set 1/2 inch rod,

THENCE North 25°33' West, a distance of three (3) feet to the North line of said Lot 178 and a set 1/2 inch rod,

THENCE North 64°27' East, along the said North line of Lot 178, a distance of 3 9 feet to the Northeast corner of said Lot 178 and in the said Westerly line of Nassau Drive and a found 1/2 inch rod,

THENCE South 43°51' East, along the said Westerly line of Nassau Drive, a distance of 105 33 feet to a found 1/2 inch rod, and the PLACE OF BEGINNING and containing 6543 49 sq ft

11–0662

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on June 28, 2011.

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS
By Brandy Chapman, **Deputy**
Brandy Chapman

COASTAL SURVEYING OF TEXAS, INC
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P.O. BOX 677 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377
CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
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CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW.SURVEYGALVESTON.COM

TRACT 179-A

Being a tract or parcel of land out of Lots 178 and 179 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, and transferred to Plat Record 5, Map No 46, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows

BEGINNING at the original common corner of Lots 178 and 179 and the Northerly line of Tropicana Drive, a 50 foot right-of-way,

THENCE South 64°27' West, along said Northerly line of Tropicana Drive and the Southerly line of Lot 179 of said RAMADA BEACH, a distance of 56 feet to the Southwest corner of said Lot 179 and a found 1/2 inch rod,

THENCE North 25°33' West, a distance of 100 feet to the Northwest corner of said Lot 179 and a found 1/2 inch rod,

THENCE North 64°27' East, along the north line of said Lot 179, passing the original common corner of Lots 179 and 178 at 56 feet, on for a total distance of 101 feet to a set 1/2 inch rod being 3 9 feet from the Westerly line of Nassau Drive, a 50 foot right-of-way,

THENCE South 25°33' East, a distance of three (3) feet to a set 1/2 inch rod,

THENCE South 64°27' West, parallel to the North line of said Lot 178, a distance of 45 feet to the original line between said Lots 178 and 179, and a set 1/2 inch rod,

THENCE South 25°33' East, along the said original lot line, a distance of 32 feet, and a set 1/2 inch rod,

THENCE South 64°27' West, a distance of three (3) feet and a set 1/2 inch rod,

THENCE South 25°33' East, a distance of 45 feet and a set 1/2 inch rod,

THENCE North 64°27' East, a distance of three (3) feet to the said original lot line and a set 1/2 inch rod,

THENCE South 25°33' East, along said original lot line, a distance of 20 feet to the said North line of Tropicana Drive and the PLACE OF BEGINNING, containing 5600 sq ft

11-0662

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COUNTY OF GALVESTON

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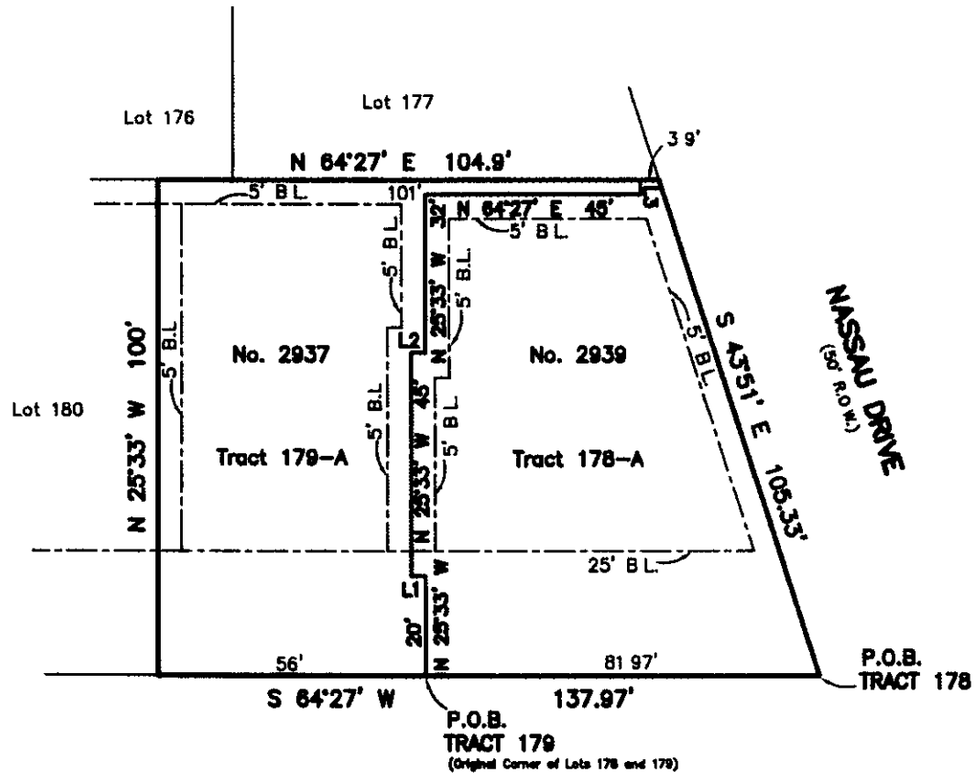
I hereby certify on June 28, 2011.

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS
By Brandy Chapman, **Deputy**
Brandy Chapman

Exhibit "B"

SCALE: 1" = 30'



LINE TABLE

Line	Bearing	Distance
L1	S 64°27' W	3'
L2	N 64°27' E	3'
L3	N 25°33' W	3'

LEGEND

B.L. Building Setback Line

NOTE
Lot 178 was 6543.49 sq.ft
Tract 178-A is 6543.49 sq.ft
Lot 179 was 5600 sq.ft
Tract 179-A is 5600 sq.ft

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STATE OF TEXAS
COUNTY OF GALVESTON

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I hereby certify on June 28, 2011.

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By Brandy Chapman, Deputy
Brandy Chapman

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

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June 29, 2011 08 55 14 AM

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Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #15

THE COUNTY OF GALVESTON

Office of the County Engineer

722 MOODY
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

G MICHAEL FITZGERALD, P.E
COUNTY ENGINEER

June 28, 2011

Mr John Gillen, Director
Coastal Assistance Division
Texas General Land Office
P O Box 12873
Austin, TX 78711-2873

Via email submission to: **john.gillen@glo.state.tx.us**
angela.sunley@glo.state.tx.us
carly.bohn@glo.state.tx.us

Re: Galveston County Draft Erosion Response Plan Initial Submittal to the Texas General Land Office

Dear Mr Gillen·

The Galveston County Commissioners Court took unanimous action yesterday (6/28/2011) at their regular weekly business meeting to authorize submission of the County's draft Erosion Response Plan (ERP) to the General Land Office ahead of the July 1st deadline.

We are in the process of continuing the ERP discussion with various groups and we would greatly appreciate receiving your comments within thirty (30) days in order for us to continue this discussion process with as much information as possible

Should you have any questions please do not hesitate to give me a call at 409 770 5357 We appreciate the assistance your staff has provided enabling us to submit this draft plan

Sincerely,

John Lee Jr
Natural Resource Coordinator

cc Myrna Reingold, Galveston County Legal
Sean Welsh, Galveston County Engineers Office
Lee Crowder Galveston County Road & Bridge
Connie Nicholson, Grants Department

APPENDIX 9

EROSION RESPONSE PLAN

GALVESTON COUNTY

DUNE PROTECTION AND BEACH ACCESS PLAN

BACKGROUND

As detailed in the Texas Administrative Code (TAC), Title 31, Part 1, Chapter 15, Subchapter A, Rule 15 17 entitled, "Local Government Erosion Response Plans", "local governments must develop plans for reducing public expenditures for erosion and storm damage losses to public and private property, including public beaches The Erosion Response Plan (ERP) should be prepared in consultation with the General Land Office and may include the following seven (7) elements

1) A building set-back line that will accommodate a shoreline retreat
2) A prohibition on new construction seaward of the building set-back line, (with criteria)
3) Consideration of exemptions Local governments may consider exemptions from the prohibition of residential and commercial construction seaward of the building set-back line
4) Construction requirements for exempt properties Where the local government allows an exemption from the prohibition for building seaward of the building set-back line, it should require improved construction standards
5) Procedures for preserving and enhancing the public's right of access to and use of the public beach from losses due to erosion and storm damage Additionally the ERP should include (A) an evaluation of all areas of public access to determine those that require improved protection from erosion and storm surge, (B) evaluation of construction methods and design improvements for areas of beach access to reduce costs associated with repair, rebuild, or replacement due to storm damage and erosion, (C) list of goals and implementation schedules for areas of public access design improvements that prioritize short term (two years or less) and long term goals, (D) inventory all publicly funded existing amenities and access ways as a basis for qualifying for FEMA post-storm funding sources (E) establishment of procedures based on subparagraphs (A) and (B) of this paragraph for conducting post-storm assessment and identifying requirements for rehabilitation
6) Procedures for preserving, restoring, and enhancing critical sand dunes for natural storm protection and conservation purposes (with criteria)
7) Criteria for voluntary acquisition of property seaward of the building setback line The local government may develop criteria for identifying properties with structures located entirely seaward of the building set-back line, providing for voluntary acquisition of fee simple title or a lesser interest in such properties, and procedures for prioritizing properties to be acquired, (with suggested criteria)

This Erosion Response Plan is limited to the Bolivar Peninsula, which includes the only gulf facing beach area in the unincorporated area in Galveston County There is not any unincorporated area remaining on Galveston Island The city of Galveston and the City of Jamaica Beach include all the coastal areas on the island This area on Bolivar Peninsula is approximately 27 miles in length and is populated by the small communities of (from west to east), Port Bolivar, Crystal Beach, Gilchrist / Caplan and High Island

This Appendix is an addition to the Galveston County Dune Protection and Beach Access Plan that became effective on September 13, 2006 The permitting for coastal construction in the unincorporated areas of Galveston County is administered through the County Engineers Office in coordination with the GLO.

The primary reason for developing an Erosion Response Plan (ERP) is to reduce future public expenditures resulting from severe weather impacts and to continue to provide public access to future generations of Texans and visitors Additionally, as detailed in the Texas Administrative Code local jurisdictions, "In order to be fully considered by the General Land Office for an expenditure from the coastal erosion response account (Account) pursuant to Texas Natural Resources Code, §33 605(b)(6)(B), a local government must adopt and submit the ERP or any amendments to the General Land Office for certification no later than December 31 immediately preceding the state fiscal biennium in which funding is sought Provided, however, for consideration by the General Land Office for an expenditure from the Account in the state fiscal biennium beginning September 1, 2011, a local government must submit a draft ERP to the General Land Office no later than July 1, 2011 "

Galveston County has been very fortunate to receive funding from the State of Texas through the CEPRA program since its inception in 1999 In fact, over 60 projects have either been funded directly to Galveston County, to cities within the county, to State agencies or non-profit organizations conducting projects within the County that has met a wide range needs, totaling over $23,000,000 00 This number of projects and total dollar allocation is more than any other county in the State

The development of this ERP required Galveston County staff to review information from a variety of sources including the 50 year erosion rate information published by the University of Texas, Bureau of Economic Geology (BEG), information developed through the federal Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study, and to seek the assistance of coastal engineers / geologists, attorneys, scientists, GLO staff, and Licensed State Land Surveyors (LSLS) Another resource utilized in the development of this ERP is the "Texas Coastwide Erosion Response Plan (2009 Update)

Around the nation, America's coasts are shrinking This loss of valuable coastal resources is due to a combination of many factors including subsidence, sediment loss, sea level rise, impacts from storms and unsustainable development (human factor) Specifically Texas has 367 miles of gulf facing shoreline and studies have found that "64% of the total Texas coast is eroding at an average rate of -5 9 feet/year with some discrete areas experiencing greater than -30 feet/year*"

Within Galveston County, the Bolivar Peninsula is located in far eastern Galveston County to the border with neighboring Chambers County The peninsula ranges in width from as narrow as 25 miles at Rollover Pass in the Gilchrist area to 3 5 miles wide at Crystal Beach Adjacent beaches to the east of the county line consist primarily of exposed areas of clay, covered with a thin veneer of fine grained (silt) sand This lack of sediment from the east has caused the peninsula to be sand starved and contributes to the erosion rate of peninsula beaches Man-made structures have also impacted the natural littoral flow of sand along the peninsula coastline, in some locations compounding the existing erosion rates and in others mitigating them completely

*Texas Coastwide Erosion Response Plan - 2009 Update- December 2009, McKenna

causing adjacent areas to accrete at an accelerated rate The net result of this littoral drift from east to west is at the rate of approximately 100,000 cu/yds per year as found through studies performed during the Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study Two of the largest structures, which have had the greatest impact are the North Jetty located on the western end of the peninsula adjacent to historic Fort Travis and Rollover Pass located in the small community of Gilchrist

North Jetty-

Constructed to serve as a twin for the South Jetty located on eastern Galveston Island, the North Jetty is located on the western end of the Bolivar Peninsula and serves to provide protection to the Houston-Galveston ship channel These now twin granite structures were originally constructed in 1874 with a great amount of the work not being completed until 1898 following Congressional appropriation of funding in 1890 The north jetty is the longer of the two jetties extending approximately 35,899 9 feet in length, while the south jetty is 25,907 2 feet long Together these two jetties help maintain the ship channel depth by limiting the amount of sediment transport from the Bolivar peninsula (by the north jetty) into the ship channel This is evidenced by the build up of material on the eastern side of the north jetty and the lack of erosion immediately adjacent and to the east of the jetty (Insert aerial photo of North jetty area)

Rollover Pass-(*GLO USACE permit application http://www glo texas gov/what-we-do/caring-for-the-coast/_documents/coastal-erosion/rollover-pass/rollover-pass-permit-application pdf Report- Analysis of Rollover Pass Impacts to Adjacent Beaches and the Littoral System January 12, 2010 pg 2)

Located in Gilchrist is a man-made connection between the Gulf of Mexico and "East Bay" Originally created in 1954 by the Texas Fish and Game Commission through a natural wash-over area to improve recreational fishing, the original plan called for the channel to have an approximate 80ft wide bottom at a depth of 8ft with sloping earthen sides all around with the exception of a steel sheet-pile bulkhead on the southwestern side. However, during construction the currents through the newly excavated channel caused extensive erosion, widening the channel to approximately 500ft, and washing out the channel to a depth of 30ft under the highway 87 bridge High tides caused additional damage and in 1955 a temporary steel sheet-pile wall was constructed south of the bridge to interrupt the flow After temporary corrective measures the "Cut" was partially opened and it was not until 1958-1959 when corrective measures were implemented based on information from the U S Army Corp of Engineers (USACE) that the Pass could be fully stabilized But, these stabilization efforts provide evidence of the velocity and sediment transport through the Cut and into Rollover Bay In lay-mans terms, the natural flow of sediment along the eastern Bolivar coastline is interrupted by the Pass, and this provides an "escape hatch" for sediment to leave the gulf facing shoreline and detour into Rollover Bay where it will settle out over the oyster reefs and other marine habitat It will also cause siltation of the Gulf Intra-coastal Waterway (GIWW) This siltation has two primary negative impacts, 1) It increases public expenditures to maintain the depth of the channel for the USACE; and, 2) Reduces the amount of sediment available to maintain beach width and thereby increases the rate of erosion experienced by down drift beaches This erosion has been mitigated in the past with beneficial use of dredged material (BUDM) projects and other beach

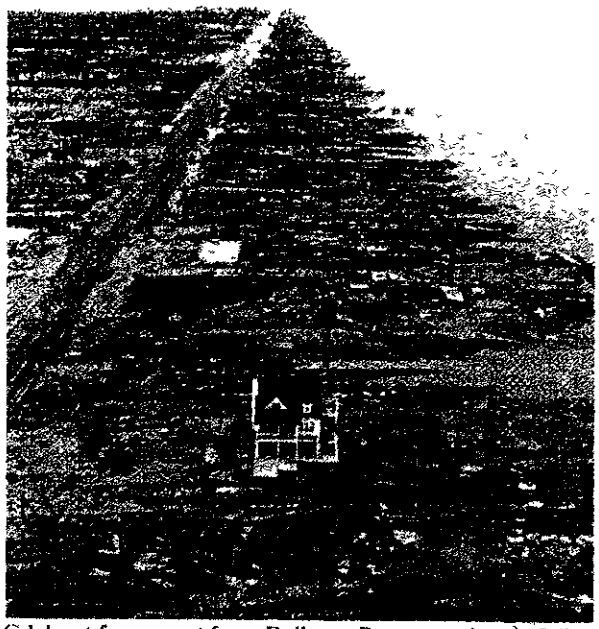
nourishment projects co-funded by a variety of sources including Galveston County and the Texas General Land Office

Tropical Weather System Impacts and Response Actions

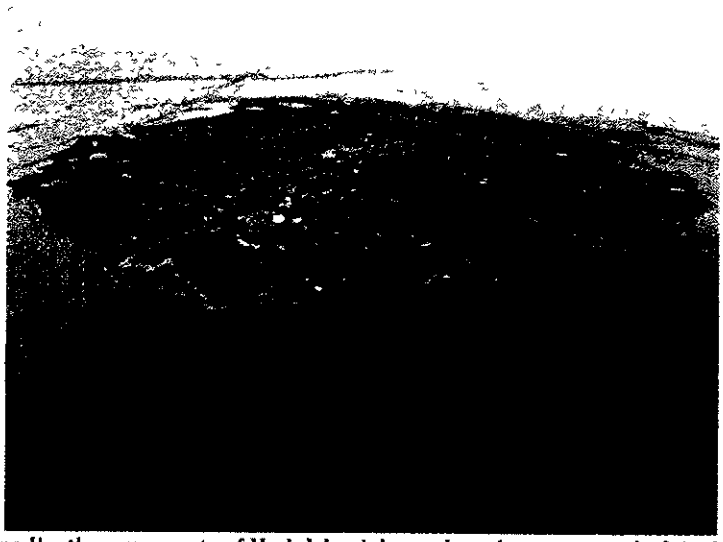
Galveston County has a long history of experiencing weather impacts from tropical depressions / storms to the 1900 Storm and Hurricane Ike in 2008 In response to the 1900 Storm Galveston residents constructed the seawall But even the smaller events like Tropical Depressions and Storms can have significant impacts along the coast In 1996 Tropical Storm Josephine never made landfall in Texas, but its path through the gulf toward south Florida elevated water levels and caused extensive damage and served as the catalyst for Galveston County and the GLO to partner on a haybale dune project in the Gilchrist area In 1998 Tropical Storm Frances impacted the upper Texas coast, and destroyed the haybale dunes In response to TS Francis Galveston County partnered again with various agencies to construct a mitigation project, the geotextile tube core dunes Although impacted by TS Allison in 2001, TS's Faye and Isidore and Hurricane Lili in 2002, Hurricane Claudette in 2003, and Hurricane Rita in 2005 the geotextile tube core dune remained in place with annual repairs and maintenance until Hurricane Ike in 2008 Hurricane Ike exceed the intended design protection levels of the geotextile tube core dunes and as a result the remains were removed from the public beach by the GLO

Hurricane Ike-

No plan for Bolivar Peninsula could be complete without examination of the impacts resulting from Hurricane Ike Bolivar Peninsula was the part of the County most impacted by Hurricane Ike Approximately 2 2 Million cubic yards of debris was removed from the Bolivar Peninsula alone as compared to approximately 750,000 cu/yd for the remained of the unincorporated areas of the County Approximately 3,660 structures were either washed away or sustained major damage, while over 97% of all structures on the peninsula were damaged



The community of Gilchrist facing east from Rollover Pass immediately following Hurricane Ike



Following Hurricane Ike the community of High Island, located on the eastern end of the Bolivar peninsula is completely surrounded by remaining storm surge

The following pages of this Erosion Response Plan, Appendix #9 to the Galveston County Dune Protection and Beach Access Plan conform to the layout as provided in the Texas Administrative Code

Survey Information

All elevations and contour lines used in the development of this Erosion Response Plan are referenced from the following monuments, respective elevation and locations
(Information to be supplied by Coastal Surveying of Texas, -CST)

Monument Name	Elevation	Location

Section I - Setback Line Considerations

At the present time, prior to the implementation of this order the setback line on the Bolivar Peninsula, post Hurricane Ike, in the absence of a vegetation line, is 200ft landward of mean low tide plus an additional 50ft setback for a total distance of 250ft from mean low tide This post-Ike line was implemented with General Land Office concurrence, as a result of the complete loss and scouring of the dune system along the length of the Bolivar Peninsula Prior to Hurricane Ike, the County Engineers Office has implemented in practice a setback line 50ft landward of the line of vegetation As detailed previously the implementation of a building set back line is a major part of the development of this erosion response plan, taking into account the following criteria

a) Historical erosion rates as determined by the University of Texas at Austin, Bureau of Economic Geology, or other source approved by the General Land Office,

The ERP should also include the establishment of a stable and verifiable reference point that could be used toward the development of a smooth and consistent relatively straight line which could include any of the reference points listed below

b) The line of vegetation (LOV),
c) Mean Low Tide,
d) Mean High Tide, or
e) The line depicted in a coastal boundary survey approved and filed as provided in Texas Natural Resources Code, §33 136,
f) The dune protection line (DPL) The building set-back line may not be located further landward than the DPL, which is established by a local government under the Dune Protection Act and updated as specified in §15 3(k) of this title (relating to Local Government Review of Dune Protection Line Location) The building set-back line must protect as much of the critical dune area as practicable

Objectives to be Accomplished by Implementing a Setback Line

1 Mitigate against future losses due to storm and tidal surge and to reduce public expenditures.
2 Protect critical dune width allowing sufficient area for existing and future dunes while also preserving public access
3 Determine criteria, issues and allowable facilities when no practicable alternative exists for construction seaward of the setback line

Bolivar Peninsula Erosion Rates

The delineation of a setback line, or establishment of a linear distance from a fixed point cannot be calculated without the incorporation of a science based reference point, that includes an extended period of study Toward that end the erosion rates used in this plan are based on information taken from the Bureau of Economic Geology and their efforts in support of the U S Army Corp of Engineers Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study (King 2007) in which Galveston County was the lead non-federal partner The 1974-2000 average was developed by the BEG specifically for this feasibility study As shown below, the

peak erosion for the 1974-2000 average was approximately -**XX** feet/year, which occurred just west of Rollover Pass.

Table to be inserted here to reflect the differing conditions on the ground Issues facing the area by Rettilon Road on the west are certainly not the same as those on the east end of the peninsula from Caplan to High Island (Coastal Surveying of Texas will provide surveys in combination of erosion rates from BEG through HDR)

While the Texas coast is generally eroding at an average rate of 5 9ft per year, a thorough analysis of the historical data for the Bolivar Peninsula found that **XX** percent of the peninsula shoreline is eroding, **XX** percent is stable, and **XX** percent is experiencing some form of erosion from a minimal amount to severe (Information to be furnished by HDR)

Due to the wide variation, the use of a specific distance from a tidal datum may not be the best approach or method to determine a reference line for the development of a setback point

Aerial photo to be inserted for each area to depict erosion rates, information furnished by Coastal Surveying of Texas and HDR

Aerial photo to be inserted for each area to include 5, 10, 20, 30, 40, and 50 year erosion impact

Aerial photo to be inserted for respective areas of pre- and post

The eventual Building Setback Line (BSL) should be located far enough landward to allow for erosion into the future over a specific pre-determined timeframe The length of time to be referenced needs to be determined, and once that happens, it can be multiplied by the average historical rate of shoreline change for a given area to calculate the setback distance Selecting the correct timeframe to anticipate future erosion (with the assumption of a "no corrective actions scenario") as the basis for a setback distance is a inexact process, but, a possible reference can be the typical residential mortgage length of 15 to 30 years Gibeaut *et al.* (2004) recommended a minimum of 20 years Other counties on the Texas coast have developed a more lengthy time frame- for example Nueces County requires structures located within sixty times (60) the erosion rate to be designed so that they can be relocated (Nueces County 2010) Whereas in Florida, a state known for its coastal regulations, include a 30-year erosion projection line (McKenna 2009).

The setback distance would vary depending on the length of time selected and the specific location erosion rates For example, at the west end of the Bolivar Peninsula in the Rettilon Road area, where the beach is actually accrediting, this is the widest portion of the beach on the peninsula due to the influences of the North Jetty A BSL in this area would have to include a recognition of that accretion In contrast, immediately west of Rollover Pass, where the average erosion rate is about **XX (to be furnished by HDR – BEG)** ft/yr, the setback distance would be XX ft or possibly back to State Highway 87
It is recommended the timeframe used for consideration in the development of a BSL should be no less than **20** years **(to be finalized through the development of the ERP)** With the average erosion rate (based on the 1974-2000 averages applied to the USACE Feasibility Study by the

BEG) for the specific area multiplied by that factor of 20 years and added with the average dune width for the Bolivar peninsula to determine the total setback area

Example:
(Erosion Rate -3ft/yr) **X (Term** 20 years) + **(Avg. Dune Width** 30ft) = **Total Setback distance** **90ft**

Reference Line Determination

As mentioned previously, perhaps the most important consideration for determining a reference line is the use of a consistent, stable, easily verifiable point or line that is easily obtained and does not place an undue burden on those who the line will affect The seaward reference is critical as a reference, too low on the beach and it will be very dynamic and subject to frequent change For this reason the use of the tidal datum is not recommended A point or elevation on the "upper" portion of the beach that is easily determined by a topographic survey is recommended, due to it being more consistent and certainly less subject to change

The table below provides a summary of elevations for various tidal datums and common geomorphic features on Bolivar Peninsula beaches **(HDR Coastal Surveying to verify elevations)**

Tidal datums elevation and geomorphic features along Bolivar Peninsula		
Reference/Feature	**Elevation, ft (NAVD)**	**Comment**
MLLW- Mean Lower Low Water	-0 61	Forebeach ("Swash Zone") – extremely dynamic/variable on monthly and seasonal timescales
MLW- Mean Low Water	-0 22	
MSL- Mean Sea Level	+0 50	
MHW- Mean High Water	+1.23	
MHHW Mean Higher High Water (State "Coastal Boundary")	+1 43	
"Shoreline" Gibeaut	Approx +2 5 ft	
Dry Beach	Greater than +2 5 ft	Backbeach – less dynamic/variable on monthly and seasonal timescales
USACE Annual "High Tide Line"	Approx +3 2 ft	
Seaward Toe of Foredune	Approx +4 5 ft to+7ft	

Relationship to the Dune Protection Line

As provided beginning on page four (4) of the Galveston County Dune Protection and Beach Access Plan (Plan) and found fully described in Appendix #1, certified effective by the GLO on September 13, 2006 and pursuant to Texas Natural Resources Code § 63 011, the Commissioners' Court established the dune protection line for the purpose of preserving sand dunes within Galveston County within those areas in Galveston County subject to the authority of this Order' "The dune protection line shall be located 200 feet landward of the line of vegetation beginning from a point on the Galveston County and Chambers County line and traveling southwesterly continuously thereafter along a line continuously 200 feet landward of the line of vegetation to a point near the southwest end of Bolivar Peninsula on Magnolia Lane "

Considerations-

Dune Width. The setback distance should be adequate to help reduce impediments to natural dune migration and/or recovery after storms As additional information below is a summary of previous studies / surveys that provide information on natural dune width along the Bolivar Peninsula

- Through analysis of LIDAR surveys, Gibeaut and Caudle (2009) concluded that the typical natural foredune complex along the upper Texas coast occupies an approximate 200-ft wide corridor as measured landward from the +1 2 m MSL (+4 5 ft NAVD) contour However, through the development of this ERP a representative sampling by topographic survey will be included that could produce a different width
- Gibeaut *et al* (2002) suggested that, along the upper Texas coast, washover and damage to beach-front construction from storms with surges of up to approximately 5 ft does not typically occur where the foredunes are at least 10 ft high or 100 ft wide
- As a result of continual surveying and over 30 years of experience on the Bolivar Peninsula Coastal Surveying of Texas has determined the shape of natural dunes along the Bolivar Peninsula; as shown in the profiles below, the average of natural foredunes at select locations along the great majority of Bolivar Peninsula is approximately **XX to XX** feet

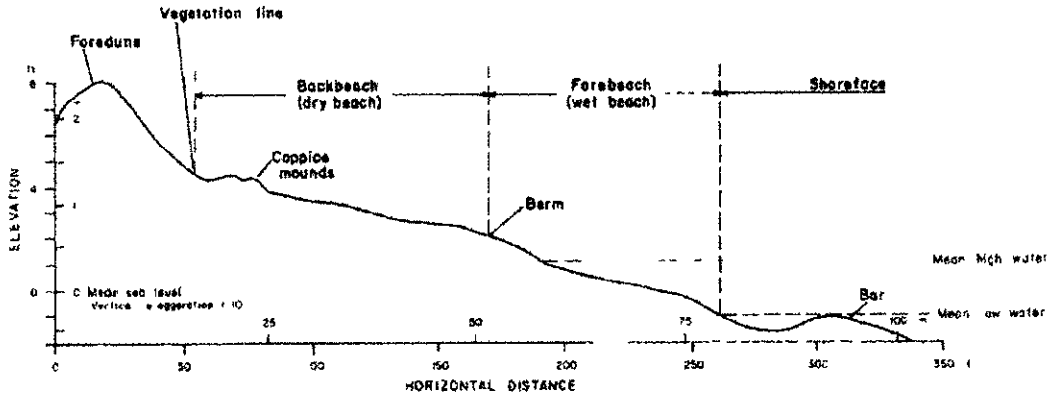


Figure X. Place holder typical Natural Beach Profile

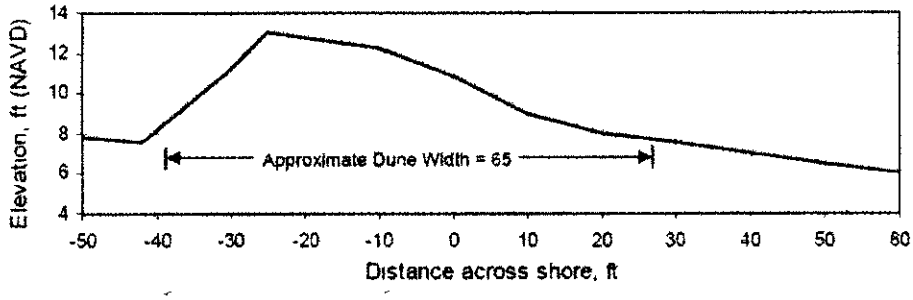
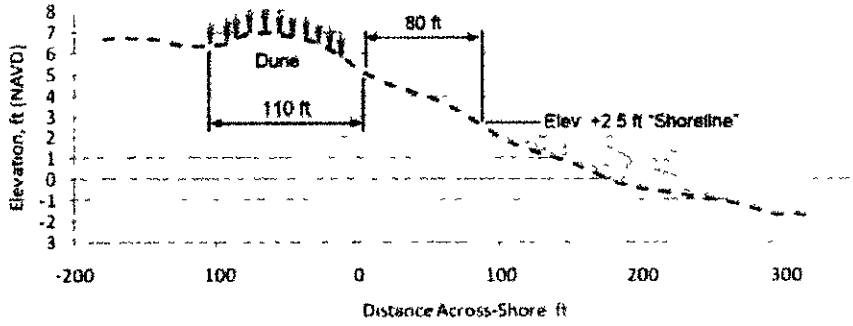


Figure 4.INSERT Natural dune profile at Bolivar Control areas (to be furnished by HDR / CST)



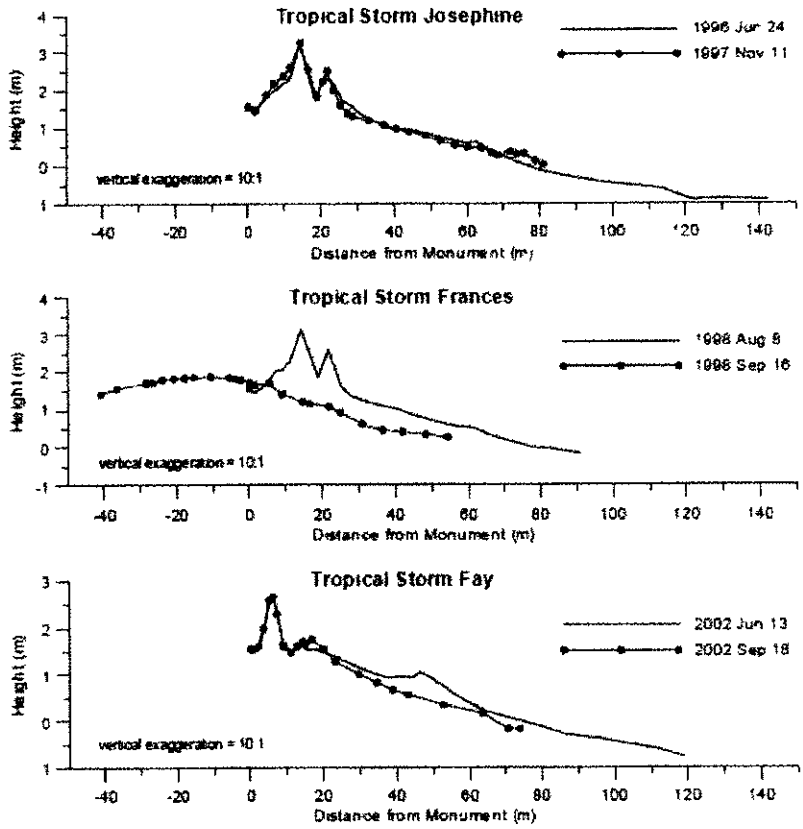


Figure X. Natural dune profiles from xxxxxxx xxxxxx before and after major storms.INSERT Control area discussion **(HDR / CST)**

Based on these references, the Building Setback Line should be offset far enough landward from the backbeach to accommodate a foredune width of at least **XX** feet Although restored (man-made) dunes are typically less than this width, their size is often limited by the available space between the backbeach and adjacent structures A **XX**-foot wide zone for dunes will help provide enough space for the dunes to naturally migrate landward and/or reform to their full extent after storms

Line of Vegetation. The dune system along the entire Bolivar Peninsula was obliterated by Hurricane Ike Only a handful of natural dunes exist on the Peninsula, and consequently, a consistent natural Line of Vegetation (LOV) is impossible to consistently identify and would not serve as a viable reference point for any reliable standard unit of measurement

FEMA Special Flood Hazard Areas. Almost all of the Bolivar Peninsula is located within the Federal Emergency Management Agency (FEMA) designated Special Flood Hazard Area (SFHA) The coastal area of the peninsula is located in a Velocity Zone (V-Zone). this is an area

that FEMA predicts will contain high velocity flowing flood waters during a major storm event **[Note: Need to expand discussion of flood zones, V-zones and compliance with NFIP, and, height of existing foredune ridge.]**

Building Setback Line

Based on evaluation of the dune system, historic erosion rates, the projected shoreline, and other considerations discussed previously, an **XXX** foot Building Setback Line is established from the +X foot NAVD elevation contour reference line **(To be determined through the ERP development process)**

Aerials to be inserted detailing the Bolivar peninsula topography, final elevation contour, building set-back area and respective tidal datum, and LOV

Section II - Prohibition on new construction seaward of the setback line

Texas Administrative Code
A prohibition on new construction seaward of the building set-back line The prohibition criteria should include at least the following minimum criteria

(A) To the maximum extent practicable, all structures should be constructed landward of the building set-back line

(B) Construction of structures landward of the building set-back line establishes a rebuttable presumption that the permittee has followed the mitigation sequence requirements for avoidance and minimization of effects on dunes and dune vegetation specified in §15 4(f) of this title (relating to Mitigation) However, the permittee is not exempt from compliance with compensatory mitigation requirements for unavoidable adverse effects on dunes and dune vegetation

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Prohibitions-

New construction is prohibited seaward of the BSL, except as provided in Section III Exemptions Additionally, paving, grading, or altering the ground below the lowest habitable floor in any manner is prohibited in the area between the LOV and XX-feet seaward from the habitable structure or XX' landward of the north toe of the dune, whichever is _____ landward This area may not be disturbed from its natural state in any manner, including mowing, grading, landscaping, filling, or fertilizing.

Public and private dune walkovers, footpaths, beach access roads, dune restoration projects, sand fences (utilized in accordance with U S Fish and Wildlife Service guidelines) and irrigation systems for the dune that are approved through a beachfront construction permit and/or dune protection permit may be allowed.

Mitigation Sequence

For structures constructed landward of the Building Setback Line, the adopted Mitigation Sequence shall be followed to avoid and minimize effects on dunes and dune vegetation per state regulations

Section III - Exemptions

Texas Administrative Code
Consideration of exemptions *Local governments may consider exemptions from the prohibition* of residential and commercial construction seaward of the building set-back line for

> (A) properties for which the owner has demonstrated to the satisfaction of the local government that no practicable alternatives to construction seaward of the building set-back line exist For purposes of this section, practicable means available and capable of being done after taking into consideration existing building practices, siting alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property;
> (B) properties for which construction is permitted under a dune protection and beach access plan establishing a building set-back line certified by the General Land Office prior to the effective date of this section, and
> (C) structures located seaward of the building set-back line prior to the effective date of this section for which modifications are sought that do not increase the footprint of the structure However, structures seaward of the building set-back line that are damaged more than 50% or destroyed should be subject to this section before any repairs or reconstruction may be conducted

The following criteria establish an exception from the prohibition of residential and commercial construction seaward of the Building Setback Line (BSL)

Demonstration of no Practicable Alternative
If a landowner can demonstrate that no practicable alternative to construction seaward of the Building Setback Line exists, an exception to the prohibition on construction shall be granted, excluding the area between the north toe of the dune to 25 feet landward of the north toe of the dune **(Distances to be verified through development of the ERP).**

Procedure for Appeal of Practicable Determination
The Building Official shall make the finding on whether it is not practicable to conduct construction activities landward of the Building Set-back line when an applicant proposes construction activities seaward of the Building Set-back line on lots platted before the effective date of this Erosion Response Plan

The Building Official's finding may be appealed to the County Engineer If both the Building Official and the County Engineer find that the applicant has not demonstrated that it is not practicable to comply with the requirement that the proposed construction activities be located landward of the Building Set-back line, then the applicant may appeal to the Commissioners' Court All appeals must be filed within two (2) weeks of the applicant's receipt of the finding from the Building Official or the County Engineer, as applicable, by filing a written request for appeal in the County Engineer's office The finding of the Commissioners' Court is final The finding of whether it is not practicable to comply with the requirement that the construction activity be located landward of the Building Set-back line shall be made by the County

Property Permitted Under Existing Dune Protection and Beach Access Plan
An exception may be granted to a legally platted lot / property or subdivision prior to the effective date of this Erosion Response Plan **(To be verified through the development of the ERP)**

Substantial Improvement to Structures
Reconstructions, rehabilitations, additions, or other improvements to existing structures seaward of the Building Setback Line, with a cost of less than 50 percent of the appraised value of the existing structure, should be exempt from the prohibition on construction. FEMA and NFIP guidelines prevail in building standards Galveston County has adopted the IRC Building code **(Verify through ERP development)**

Section IV - Construction Requirements for Exempt Properties

Texas Administrative Code

Construction requirements for exempt properties Where the local government allows an exemption from the prohibition for building seaward of the building set-back line, it should require the following conditions of construction

(A) plans and certifications for the structure by a registered professional engineer licensed in the State of Texas providing evidence of the following

(i) a minimum two-foot freeboard above base flood elevation (BFE);

(ii) no enclosures below BFE,

(iii) the adequacy of elevated building foundations and the proper placement, compaction, and protection of fill when used as construction for all newly constructed, substantially damaged, and substantially improved buildings elevated on pilings, posts, piers, or columns in accordance with the latest edition of specifications outlined in American Society of Civil Engineers, Structural Engineering Institute, Flood Resistant Design and Construction, ASCE 24-05,

(iv) feasible relocation of any habitable structure, and

(v) all construction is designed to minimize impacts on natural hydrology,

(B) location of all construction should be landward of the landward toe of the foredune ridge, where practicable

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Where an exception from the prohibition for new construction seaward of the Building Setback Line (BSL) is allowed, several conditions shall be met:

1. All construction shall be designed to minimize impacts on natural hydrology, create no erosion to adjacent properties, critical dune areas, or the public beach, and preserve to the greatest extent practicable the natural dune line and vegetation,
2. All construction is located as far landward as is practicable,
3. Construction is in accordance with FEMA, NFIP, IRC Building codes and local flood prevention requirements,
4. New construction shall be elevated with a minimum XX-foot (X') freeboard above the required base flood elevation (BFE);
5. All enclosures below BFE must be in compliance with NFIP guidelines,
6. Areas located within 25 feet of a habitable structure may only be disturbed if the proposed activity is located landward of the 25 feet from the north toe of the dune
7. Dune walkovers, footpaths, beach access roads, dune restoration projects, sand fences, and irrigation systems for the dune that are approved through a beachfront certificate and/or dune protection permit may be allowed,
8. Structures shall be designed for feasible, above-site relocation Proof that a structure is designed for feasible relocation shall be required, and for large-scale construction, financial assurance to fund the eventual relocation or demolition and removed of the proposed structure shall be provided

Section V - Procedures for Preserving and Enhancing the Public's Right of Access

Texas Administrative Code

Procedures for preserving and enhancing the public's right of access to and use of the public beach from losses due to erosion and storm damage The ERP should include the following

(A) evaluation of all areas of public access to determine those that require improved protection from erosion and storm surge,

(B) evaluation of construction methods and design improvements for areas of beach access to reduce costs associated with repair, rebuild, or replacement due to storm damage and erosion,

(C) list of goals and implementation schedules for areas of public access design improvements that prioritize short term (two years or less) and long term goals,

(D) inventory all publicly funded existing amenities and access ways as a basis for qualifying for FEMA post-storm funding sources,

(E) establishment of procedures based on subparagraphs (A) and (B) of this paragraph for conducting post-storm assessment and identifying requirements for rehabilitation which include

(i) inspection of beach access areas after meteorological events,

(ii) compilation of a list of access points that no longer comply with the local government's approved dune protection and beach access plan and the Beach/Dune rules with a description of specific required repairs and replacements including, but not limited to parking, pedestrian and vehicular access ways, and signage, and

(iii) schedules for access area repair and replacement based on available local funding and grant requests

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Public Beach Access Inventory and Evaluation

All of the beaches on the Bolivar Peninsula are open to vehicle traffic without restriction with the exception of the Houston Audubon Bolivar Flats area located at the very west end of the peninsula However, this area is dangerous for vehicle traffic and has not been accessible by vehicle for approximately 20 years **(Verify length of time)** On beach parking is available at the edge of the sanctuary area and pedestrian traffic is allowed As detailed on page 33 (and listed below) of the County Plan certified in 2006, Galveston County has an inventory of 51 beach access roads on the Bolivar Peninsula and is currently in the process of completing FEMA Public Assistance repairs and will be reviewing the vehicle access roads over the summer and fall of 2011

Name of Roadway	Road Surface
1 15th St.	Improved, all weather
2 16th St	Improved, all weather
3 Rettilon	Improved, all weather
4 Magnolia	Improved, all weather
5 Johnson Crawford Circle (4th Street)	Improved, all weather
6 Boyt	Improved, all weather
7 Helen Blvd	Improved, all weather
8 Melody Ln	Improved, all weather

9 Honeysuckle Dr	Improved, all weather
10 Alma	Improved, all weather
11 Tinkle	Improved, all weather
12 Jacks	Improved, all weather
13 O'Neil	Improved, all weather
14 East Rd	Improved, all weather
15 Buell	Improved, all weather
16 Lazy Ln	Improved, all weather
17 Townsend	Improved, all weather
18 Gulfview	Improved, all weather
19 Surfview	Improved, all weather
20 Holiday Dr	Improved, all weather
21 Palmetto Dr	Improved, all weather
22 Wommack	Improved, all weather
23 West	Improved, all weather
24 Mr G	Improved, all weather
25 Monkhouse Dr	Improved, all weather
26 Crystal Beach Dr	Improved, all weather
27 Kahla	Improved, all weather
28 Gulf Shores Dr	Improved, all weather
29 Westview	Improved, all weather
30 Gulfway	Improved, all weather
31 Eastview	Improved, all weather
32 Alberdie	Improved, all weather
33 Noisy Waves	Improved, all weather
34 Clara	Improved, all weather
35 Center	Improved, all weather
36 Kenlyn	Improved, all weather
37 Driftwood Dr	Improved, all weather
38 Seadrift Dr	Improved, all weather
39 Ramada Blvd	Improved, all weather
40 Nassau Ln	Improved, all weather
41 Redfish	Improved, all weather
42. Stingaree St	Improved, all weather
43 Cove	Improved, all weather
44 Cade	Improved, all weather
45 Bauer Lane (west side of Rollover Pass)	Sand/shell
46. Bauer Street (east side of Rollover Pass)	Sand/shell
47 Kirkpatrick*	Improved, all weather
48 Dirty Pelican Pier	Sand/shell
49 Unnamed road (2 3 miles west of State Highway 124)	Sand/shell
50 Unnamed road (1 7 miles west of State Highway 124)	Sand/shell
51 Unnamed road (just west of State Highway 124)	Sand/shell

Galveston County, had also installed a fully wheelchair accessible ADA dune walkover ramp within the street right-of-way at Johnson Road in the Gilchrist area This beach access ramp included designated all weather off beach handicap parking, endangered species nesting habitat signage and a trash receptacle, but was completely destroyed by Hurricane Ike The County has been coordinating the replacement with FEMA and expects to complete the shortly after the Buyout program is completed.

Recently, Galveston County facilitated the purchase of 21 beach wheel chairs made possible by a large donation from a private individual to improve handicap access on Galveston Island The 21 beach wheelchairs have been provided to the Galveston Park Board for use at the public beach parks on the Island

Section VI - Procedures for Preserving, Restoring, and Enhancing Critical Sand Dunes for Natural Storm Protection and Conservation Purposes.

Texas Administrative Code

Procedures for preserving, restoring, and enhancing critical sand dunes for natural storm protection and conservation purposes The ERP should include the following

(A) specific proposals for the height (above mean sea level), width (as measured perpendicular to the shoreline), and percent of vegetative cover of critical front row dunes necessary to protect public and private property from severe meteorological events The minimum dune height should be based on at least 75% of the BFE height from mean sea level established by the National Flood Insurance Program Flood Insurance Rate Maps for the local area,

(B) identification and listing of specific locations where restoration is needed to fill in gaps and blowouts in the foredune ridge,

(C) specific proposals for dune revegetation projects, including the identification of native plant species to be used in these projects,

(D) identification of enhanced dune protection measures for existing residences, multi-family structures and businesses Establish dune protection measures which protect the landward side of the foredune ridge, which may include, but are not limited to

(i) use of native (indigenous) vegetation, and

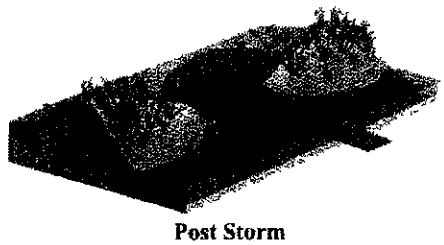
(ii) limitations on the use of fertilizer and mowing,

(E) identification of specific goals and implementation schedules to meet the requirements outlined in subparagraphs (A) - (D) of this paragraph, and

(F) identification of available funding and proposed grant requests to accomplish goals and implementation schedules for dune restoration

A healthy dune system is the backbone for reducing impacts from storm events and is the measurement model used by the U S Army Civil Works through the Corp of Engineers Coastal program for storm damage reduction Three factors found by Gibeaut and many others that indicate a healthy system include height, width, and vegetative cover According to recent studies, a foredune ridge that is approximately 10 feet in height combined with a dune width of 200 feet and a high level of vegetative cover is essential to hold the dune system in place and reduce susceptibility from a "blow out" from high winds and provide significant protection to beachfront property. However, very limited areas on the Bolivar Peninsula pre-Ike had a dune system of this width, and post- Ike that limited amount was significantly reduced The illustration below from the Fifth Edition of the Dune Protection Manual provides visual evidence of what occurs when a dune lacks sufficient height, depth and vegetative cover

Before Storm



Post Storm

Recognizing the importance of these three factors, along with research regarding historic dune widths on the upper Texas coast and specifically the peninsula, the Galveston County has established minimum standards for creation of restored or man-made dunes as detailed in Section VI Dune Reconstruction of the County Plan found beginning on page 28 Restored dunes should have the following characteristics

- 50% vegetative cover,
- A minimum 3 1 slope,
- An average height of 75% of the peninsula's base flood elevation as measured from mean sea level,
- A naturally established connection to the dune contour and elevation of the adjacent property, and
- Shall not extend further seaward than 4 1' from mean sea level

As general guidance for dune restoration or re-vegetation projects, the County recommends the following·

*Vegetating Location	Recommendation
Seaward Face of the Dune	Bitter Panicum (grass), Sea Oats (grass), Marsh Hay Cordgrass (grass), beach morning glory (vine, and seagrapes (vine)
Landward Side of the Dune	Low-growing plants and shrubs found on the back side of the dunes include seacoast bluestem, cucumber leaf sunflower, rose ring gallardia, partridge pea, prickly pear, and lantana (Many of these are flowering plants, which are an attractive alternative to dune grasses though less effective as dune stabilizers)

*Recommended Material	Technique
Native Hay	The use of a 3- to 6-inch thick layer native hay, with seeds of the above listed vegetation, on bare sand areas to provide immediate protection from blowing sand and encourage the natural process of re-seeding The hay must be harvested in fall when mature seeds are present
Sand Fencing	Encourage limited use of sand fencing to build up dunes where re-vegetation alone is unlikely to encourage sufficient dune width and height Sand fencing can be used as a first step prior to re-vegetation in accordance with endangered species guidelines Diagonal 10 - 20ft parallel sections

**Source* *GLO Dune Protection and Improvement Manual for the Texas Gulf Coast 5th Edition*

As previously described, the dune system and vegetative cover on the Bolivar Peninsula were obliterated by Hurricane Ike Very few individual dunes are present on the peninsula except a

few isolated places where small-scale restorations have occurred conducted by Homeowner Associations

** Galveston County has identified priority projects for dune restoration / re-vegetation and has submitted various grant applications and public assistance claims to FEMA to help implement these projects

Identification of Enhanced Dune Protection Measures for Existing Structures

The County's Plan requires additional protection of the dune system for existing structures in order to obtain a Dune Protection Permit and Beachfront Construction Certificate The following prohibitions are in place

- Paving, grading, or altering the ground below the lowest habitable floor in any manner is prohibited in the following areas, which ever is further landward
- The area between the line of vegetation and XX feet seaward from the habitable structure, or
- The area XX feet landward of the north toe of the dune.

Only indigenous dune vegetation described in the GLO's Dune Protection and Improvement Manual for the Gulf Coast (5th Edition) shall be planted seaward of the line 25 (Verify distance) feet landward of the north toe of the dune,

Goals, Implementation, and Funding Sources

Galveston County will continue to seek funding for dune restoration in an effort to continue the protection of critical dune areas An implementation schedule will be completed to provide short-term (2 years or less) considering the lengthy permitting process required for coastal projects and long-term actions

Potential Funding Sources for dune restoration and re-vegetation

- NOAA Programs and Grants
- GOMESA Program through BOEMR
- GLO Program and Grants
- Coastal Erosion Planning and Response Act (CEPRA)
- Coastal Impact Assistance Program (CIAP)
- Coastal Management Program (CMP)
- Beach Maintenance Reimbursement Fund
- Coastal and Estuarine Land Conservation Program (CELCP)
- Galveston County Capital Improvement Program
- Local Beach User Fees
- Private funds / Homeowner Associations (HOAs) contributions

Galveston County continues to encourage private participation in dune restoration and re-vegetation projects that are consistent with State guidelines

Section VII -Criteria for Voluntary Acquisition of Property Seaward of the Building Setback Line.

Texas Administrative Code
Criteria for voluntary acquisition of property seaward of the building setback line The local government may develop criteria for identifying properties with structures located entirely seaward of the building set-back line, providing for voluntary acquisition of fee simple title or a lesser interest in such properties, and procedures for prioritizing properties to be acquired

(b) Local governments must use historical erosion data and other relevant data from the State Coastal Erosion Response Plan in the preparation of local erosion response plans The State Coastal Erosion Response Plan may be found at
http ://www glo state tx us/coastal/pubs html#reports
(c) The local government must hold a public educational meeting on the ERP before implementation The meeting may be held in conjunction with the formal hearing required for establishment of a new DPL, as outlined in §15 3(l) of this title (relating to Provisions for Public Hearings on Dune Protection Lines) If held separately from the hearing on a new DPL, the meeting must be advertised in the same manner outlined in §15 3(l) of this title
(d) The ERP must be submitted to the General Land Office for review and approval as a dune protection and beach access plan amendment following the procedures outlined in §15 3(o) of this title (relating to Submission of Local Government Plans to the General Land Office)

Galveston County is nearing the final stages of one of the largest acquisition programs in the history of FEMA Region VI Criteria used to determine eligible properties under this current grant program included

- Proximity to the beach
- Potential use for a public purpose
- Properties bordering the slough (to create a maintenance easement)
- In the Gilchrist area

Future considerations will include the eligibility requirements of potential properties to conform to FEMA Hazard Mitigation Grant Program Guidelines, potential availability of grant funds and potential beach user fee funds, and County general fund budgets Eventual use of the properties is a major consideration and could possibly be used a revenue source that could be used to incorporate additional at-risk properties into the program

Development of the draft plan began in April 2011, and is continuing with the required timeline set forth by the GLO for draft and final plan submittal Contracts with subject matter experts were approved by Commissioners Court in May 2011, specifically with HDR for coastal engineering assistance and Coastal Surveying of Texas for surveying / topographic assistance

The draft erosion response plan elements and associated timeline have been discussed at the following meetings

- Galveston County Beach Erosion Task Force (BETF) monthly meetings beginning in February 2011
- Participated as a resource in the early meeting of the citizens group commenting the City of Galveston draft plan
- Informational meeting with community representatives on June 1, 2011 in Crystal Beach
- Commissioners Court Workshop June 7, 2011
- Tentative Commissioners Court agenda for authorization to submit a draft plan to the GLO prior to the July 1, 2001 date

In addition to the meetings, the Erosion Response Plan sections of the Texas Administrative Code has been posted on the Galveston County website at
www co galveston tx us/beacherosiontaskforce

Please note, the BETF had periodically coordinated meetings with elected officials to discuss beachfront construction regulations, specifically related to construction setbacks and building practices Galveston County expended a great deal of time and effort drafting comments in response to the 2007 legislation regarding erosion response planning (known locally as House Bill 2819) providing comments through the BETF and elected officials and hosting numerous public meetings and two public hearing (one each on Galveston and the Bolivar Peninsula) The County's comments regarding HB 2819 were submitted to the GLO on June 11, 2008 and August 13, 2008

In order to maintain the dialogue the County will be requesting the GLO to complete their preliminary review and provide comments on the County's draft plan within 30 days of receipt In addition to the ERP component of the Plan, it is staff's understanding that modifications to other parts of the Plan including access roads, user fees, and conforming language adjustments are possible throughout the Plan.

County staff will develop a schedule for the Commissioner's Court to consider a final plan adoption, following comment from the GLO on the draft plan The review and approval of the final ERP plan will be conducted between July 2011 and December 2011

AGENDA ITEM #16

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

June 22, 2011

To: Hon. Judge Henry, County Judge

County Commissioner's

From: Dennis J. Harris, Director
Parks & Senior Services

Subject: Agenda Item: FY 2012 H-GAC application

Please place the following item on June 28, 2011 Commissioner's Court agenda

> "Consideration of submittal of FY- 2012 Vendor Application Request for Proposal (RFP) to the Area Agency on Aging (AAA), department of the Houston-Galveston Area Council (H-GAC) to provide nutrition and support service to senior citizens in Galveston County submitted by parks & senior services director "

This FY-2012 RFP application is our annual Federal Title IIIC&B funding which is administered thorough H-GAC in providing Congregate Meals, in the centers, Transportation services and Home Delivered Meals to our seniors. The funding period is October 1, 2010 through September 30, 2012

This application will be due by July 5th at noon, due to the short timeframe, and the detailed application process the RFP, I will give the final application to the County Clerk for the official record. Attached is a initial draft for your review

Should you have any questions, please let me know

DENNIS J. HARRIS

Attachments

cc Evelyn Markides, Senior Services Manager

4102 Main Street (FM 519) La Marque, TX 77568 **Phone.** (409) 934-8100 **Fax.** (409) 934-8140

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

June 28, 2011

Ms LeAdrian Aldridge-Adeoye
Houston Galveston Area Council
3555 Timmons, Suite 100
Houston, Texas 77027

Dear Ms. Aldridge-Adeoye,

On Tuesday, June 28th, 2011 the Galveston County Commissioner's Court approved the submittal of the RFP application to the Houston-Galveston Area Council (H-GAC), Area on Aging (AAA)

On behalf of the seniors of Galveston County, I am pleased to have the opportunity to submit the Galveston County Department of Parks & Senior Services application as a vendor of the Title IIIB and Title IIIC funding for FY 2012.

Attached you will find (4) originals, please sign, execute and return one original for our records

Should you have any questions, please do not hesitate to contact, Evelyn Markides, Senior Services Manager at (409) 770-6278

Sincerely,

Dennis J. Harris, Director
Galveston County
Department of Parks & Senior Services

Attachment

Cc Evelyn Markides, Senior Services Manager
Connie Nicholson Galveston County Grant Coordinator

Houston-Galveston Area Council
Area Agency on Aging
Vendor Application
Direct Purchase of Services

Please type or print application information

Vendor Information

New ☐ Renewal ☒

Legal Entity Name **Galveston County Department of Parks & Senior Services**	
Entity Dba:	
Tax Identification Number (SSN or Federal ID): 74-6000908	
Mailing Address· 4102 Main Street (FM519)	
Street Address: LaMarque, Texas 77568	
Website Address. www.galvestonparks-senirs.org	
Main Telephone Number:409 770-6251	**Main Fax Number: 409 766-2449**
CEO\Director\Authorizing Official	**CFO\Accountant\Billing Contact Person**
Title· Judge, County of Galveston	Title Senior Services Manager
Telephone Number 409 766-2244	Telephone Number 409 770-6278
Email Address mark henry@co galveston tx us	Email Address evelyn markides@co galveston tx us

AAA Reference	☒ Congregate Meals ☒ Transportation Services ☒ Home Delivered Meals
Performance Period	From October 1, 2011 To September 30,2012

Vendor Organizational Information

Type of Agency: Public ☐ Private Non-Profit ☐ Private For Profit ☐ County Government ☒ City Government ☐
State the number of years your organization has been in business 34 years
Historically Underutilized Business (HUB): Is your organization a Historically Underutilized Business? Yes ☐ No ☒
If yes, check type Small Business ☐ Minority Business ☐ Women's Business ☐ Disadvantaged Business ☐
Have you or anyone within your organization ever been convicted of a felony? Yes ☐ No ☒ If yes, explain
Certification/License: (State or federal agencies that license and/or regulate your business and/or services) **Attach a copy of all applicable certifications and license**
Insurance: Does your agency have liability insurance? Yes ☒ No ☐ Please attach a copy of your insurance policy
Bonding: Is your organization bonded? Yes ☒ No ☐ If yes, state the bonding agency United Fire Group **Please attach bonding documentation.**
Conflicts of Interest: State the names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the Area Agency on Agency staff person or Advisory Council member

AGENCY QUALIFICATIONS STATEMENT

Provide a brief history and description of your organization below The organizational description should not exceed this page Include the following *(When was your organization founded? How is your organization governed and managed? Describe the experience of your staff in delivering services, including their credentials Tell us anything else you would like us to know about your organization that is relevant to your proposal)*

In 1976, Galveston County established the Senior Citizens Program to serve senior adults who are at least 60 years of age and older. In 2003 the Senior Citizens Program was merged with the Galveston County Parks Department and as such is now a division of Galveston County Department of Parks and Senior Services.

Three funding resources (e.g. federal, state and local) create the basis, which supports the senior services program. The federal and state support, through the Older Americans Act, Title III programs has been a traditional source of funding through the decades. In 2008 we became a recipient of the Texans Feeding Texans Grant through the State Department of Agriculture and continue receiving this funding. We rely on civic groups, businesses and program donations to enhance and ensure the programs' success.

We provide (3) reimbursable services, Congregate Meals, Home Delivered Meals, and Transportation service. In addition we provide Information and Referral, Education and Fitness, Recreation and many other activities to the seniors we serve in the Community Centers and those who are homebound in the Community.

Dennis J. Harris is the Director of the Galveston County Department of Parks and Senior Services. Evelyn Markides, employed in 1995 as the Accountant is the Senior Services Manager. This department is governed directly by the County Judge and (4) County Commissioners.

Our staff consists of 18 plus employees, who are highly trained and qualified for various diverse job responsibilities. We are very fortunate to be supported by the County to the extent that we are. In 2006 we became accredited by NCOA/NISC for our senior programming at our (4) community centers for a five year period.

We have an excellent reputation for providing senior services in Galveston County. Our audits by various funding sources and the internal and external county auditors have shown no reportable conditions or findings. Our division has consistently proven its ability to provide services contracted/vended for. In fact we often provide additional services when requested.

Authorization for Submission	
As Chairperson, I certify that the information contained in this application is true and fairly represents the organization and its proposed budgets for the specified project(s). I acknowledge that I have read and understand the requirements and provisions in this Bid and the organization is prepared to implement the program as specified in the application.	
Typed Name & Title of authorized signatory	Mark Henry, County Judge
Signature & Date	X Mark Henry

Total Budget

Provider Total Budget by Service

Provider Name: Galveston County Department of Parks & Senior Services | AAA Name: Area Agency on Aging of Houston-Galveston

6/24/2011 12:52 PM | Region Number:

Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education RLS Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Admin	Participant Assessment	Transportation	Programming	TEP	If applicable replace with title of other agency program	Balance not budgeted
Personnel													
Salaries (Identified by Job Title)													
Data Entry Tech	27,248.00						27,248.00						
Activity Assistants (4)	38,583.00									38,583.00			
Center Manager	41,454.00				10,364.00				10,364.00	20,728.00			
Driver	23,483.00	17,612.00									5,871.00		
Senior Services Manager	57,138.00						57,138.00						
Community Outreach Specialist	36,629.00	9,157.00								27,472.00			-
Operations Manager	46,068.00	13,940.00			6,730.00				12,979.00	13,458.00	961.00		
Center Manager	39,449.00				9,862.00				9,862.00	19,725.00			
Driver	24,085.00	6,017.00							6,017.00		12,032.00		
Driver	23,483.00	18,786.00							4,697.00				-
Driver	26,582.00	18,607.00							7,975.00				-
Center Manager	38,480.00				9,620.00				9,620.00	19,240.00			-
Driver	24,069.00	24,069.00											
Center Manager -Open Position													
Case Manager	37,585.00	37,585.00											
Driver	29,328.00	20,530.00							8,798.00				
Driver	25,203.00	25,203.00											
Driver/Tx.Feeding Tx.	16,333.00	16,333.00											
Case Manager- Tx. Feeding Tx.	16,598.00	16,598.00											
Total Salaries	574,430.00	225,107.00	-		36,576.00	-	84,386.00		70,312.00	139,185.00	18,864.00		
Payroll Taxes & Benefits (Employer Paid)													
Federal Insurance compensation Act (FICA)													-
Texas Unemployment Compensation Act (TUCA)													
Federal Unemployment Tax Act (FUTA)													
Workers Compensation													
Health Insurance	114,932.00	42,228.00			8,892.00		10,650.00		28,048.00	24,807.00	711.00		
Retirement	100,205.00	36,693.00			8,876.00		9,540.00		22,833.00	22,428.00	635.00		-
													-
													-
Total Payroll Taxes & Benefits (Employer Paid)	215,137.00	78,919.00			16,768.00	-	20,190.00	-	50,879.00	47,635.00	1,346.00		-
Contract staff (Identify by Position)													
													-
													-
Total Contract staff	-	-	-		-	-	-	-	-		-	-	
Total Personnel	789,567.00	304,026.00		-	53,344.00	-	104,576.00		121,191.00	186,220.00	20,210.00	-	
Professional Development													
Conference (list Conference & Attendees)													
local travel, seminar attendance professional memberships, food handling certifications for 18 employees 7 nutrition sites	4,400.00	528.00			528.00		528.00		528.00	1,760.00	528.00		-
Total Conferences	4,400.00	528.00		-	528.00	-	528.00		528.00	1,760.00	528.00		-
Dues (list Organization Name)													
													-
Total Dues		-	-		-	-	-			-			-
Materials (list items)													
													-
Total Materials	-	-	-	-	-	-	-	-	-	-	-		
Total Professional Development	4,400.00	528.00	-	-	528.00	-	528.00	-	528.00	1,760.00	528.00	-	
Meals/Food													
Raw Food													
													-
Total Raw Food		-	-	-	-	-		-	-		-		
Purchased Meals													
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	286,617.00	149,622.00			137,795.00								
Frozen Meals	223,534.00	223,534.00											
Chilled Meals													
Shelf Stable Meals	25,992.00	10,968.00			15,024.00								-
Total Purchased Meals	536,343.00	383,524.00	-	-	152,819.00		-						
Freight													
													-
Total Freight	-	-			-	-		-	-		-	-	
Storage Cost (Food or Supply)													

Provider Total Budget by Service

Provider Name: Galveston County Department of Parks & Senior Services | AAA Name: Area Agency on Aging of Houston-Galveston

8/24/2011 12:52 PM | Region Number: -

Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education RLS Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Admin	Participant Assessment	Transportation	Programming	TEP	If applicable replace with title of other agency program	Balance not budgeted
Total Storage Cost	-	-	-	-	-	-	-	-	-	-	-	-	-
Consumables (identify by type)													
Non-Capital Equipment (less that $5,000 per item)													-
Paper/plastic goods (napkins, plates, utensils etc)													-
Meal Delivery Consumable Supplies													
Pots/Pans/Cooking Utensils													
Total Consumables	-	-	-	-	-	-				-		-	-
Other (identify individually all items over $100)													
													-
Total Other	-	-		-	-	-	-	-	-			-	-
Total Meals/Food	536,343.00	383,524.00	-	-	152,819.00	-	-	-	-		-	-	-
Equipment													
Depreciation (identify item, year purchased, cost)													
													-
Total Depreciation	-	-	-	-	-	-			-	-	-		
Interest (identify item, year purchased, cost)													
													-
Total Interest	-	-	-		-	-	-	-	-	-			-
Leasing (identify item, year leased)													
													-
Total Leasing	-	-	-	-	-	-	-		-		-	-	
Maintenance (identify item, year purchased, cost)													
													-
Total Maintenance	-	-	-	-	-	-	-	-	-		-		
Total Equipment	-	-	-	-	-	-	-	-	-	-		-	-
Occupancy/Building													
Rent													
													-
Total Rent	-		-		-		-		-		-		
Utilities													
													-
Total Utilities	-	-	-	-	-	-	-	-	-	-	-		
Depreciation (identify item, year purchased, cost)													
													-
Total Depreciation	-	-	-	-	-	-	-	-					-
Mortgage Interest													
													-
Total Mortgage Interest	-	-		-	-	-	-					-	-
Insurance (identify type of insurance)													
Total Insurance	-	-	-	-	-	-	-		-			-	
Security													
													-
Total Security	-	-	-	-	-	-	-	-	-			-	
Janitorial													
Total Security			-	-	-	-	-	-	-	-			
Repair (identify all items over $100.) equipment repairs, carpet and chair cleaning, appliance repairs at 3 community centers	2,000.00									2,000.00			-
Total Repair	2,000.00		-	-		-	-		-	2,000.00			-
Taxes (Identify Type of Tax)													
Total Taxes	-	-	-	-	-	-				-			
Total Occupancy/Building	2,000.00		-	-	-	-	-	-	-	2,000.00			
Transportation/Travel													

Provider Total Budget by Service

Provider Name: Galveston County Department of Parks & Senior Services | AAA Name: Area Agency on Aging of Houston-Galveston

6/24/2011 12:52 PM | Region Number: -

Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education AAA Clients	Nutrition Education RLS Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Admin	Participant Assessment	Transportation	Programming	TEP	If applicable replace with title of other agency program	Balance not budgeted
Mileage Reimbursement	6 500 00	3,250.00					325 00			2 925 00			-
Total Mileage Reimbursement	6,500.00	3,250 00	-	-	-	-	325 00	-		2,925 00	-		
Delivery													
Total Delivery	-	-	-	-	-	-	-	-		-			
Gas & Oil													-
Total Gas & Oil		-	-	-	-	-	-	-	-			-	
Repairs (Identify item & year purchased)													-
Total Repair		-	-	-	-		-	-	-	-	-		-
Insurance (Identify type of insurance)													-
Total Insurance	-	-	-	-	-	-	-		-	-		-	
Depreciation/Lease (Identify item, year purchased, cost)													-
Total Depreciation		-	-		-	-	-		-	-			-
Interest													-
Total Interest		-	-	-			-	-		-		-	
Tags & Licenses													-
Total Tags & Licenses	-	-	-	-	-	-	-	-	-	-			-
Total Transportation/Travel	6,500.00	3,250.00	-	-	-	-	325 00	-	-	2 925.00	-		-
Administrative & General													
Advertising	5 000 00	1,000.00			1 000.00				1 000.00	1 050.00	950.00		-
Total Advertising	5,000 00	1 000 00	-	-	1,000.00	-	-	-	1,000.00	1,050.00	950 00	-	-
Printing													
Total Printing	-	-	-	-	-	-	-		-	-		-	
Copying													-
Total Copying		-	-	-		-	-	-	-	-			
Office Supplies office supplies and programing supplies for 3 senior programs at 3 community centers	12,700 00	1,270 00			1,270 00		1,270 00		1,270.00	8,731 00	888 00		
Total Office supplies	12,700 00	1,270 00	-	-	1,270.00		1,270.00	-	1,270.00	8,731 00	888 00		-
Contractual Agreements uniform rental 7 drivers and 7 pair safety shoes	2,500.00	1,250.00							1,250 00				
Total Contractual Agreements	2,500 00	1,250 00		-	-	-	-	-	1,250 00	-			
Postage													
Total Postage	-	-	-	-	-	-	-	-	-	-		-	
Telecommunications													
Total Telecommunication	-	-	-	-	-	-	-		-	-			-
Liability Insurance													
Total Liability Insurance		-	-		-	-		-		-			
Legal Fees													-
Total Legal Fees			-	-	-	-	-	-	-	-			
Accounting Fees													-

Provider Total Budget by Service

Provider Name: Galveston County Department of Parks & Senior Services | AAA Name: Area Agency on Aging of Houston-Galveston

6/24/2011 12:52 PM | Region Number: -

Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education RLS Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Admin	Participant Assessment	Transportation	Programming	TEP	If applicable replace with title of other agency program	Balance not budgeted
Total Accounting Fees	-	-	-	-	-	-	-	-	-	-	-	-	
Consulting Fees													-
Total Consulting Fees	-	-	-	-	-	-	-	-	-	-	-		
Other Fees (Explain)													
Total Other Fees	-			-	-	-			-	-			
Audit													
Total Audit	-	-	-	-	-		-	-	-				-
Other Misc. (Explain)													-
Total other Misc.	-		-	-	-	-	-			-	-		-
Total Administrative & General	20,200.00	3,520.00	-	-	2,270.00	-	1,270.00		3,520.00	7,761.00	1,839.00	-	
		Total											
Total of all Cost Areas	1,358,010.00	694,846.00	-	-	206,961.00	-	106,899.00	-	125,238.00	200,966.00	22,577.00		
Percentage of Total Cost	100.000%	51.129%	0.000%	0.000%	15.376%	0.000%	7.851%	0.000%	9.215%	14.787%	1.661%	0.000%	
	Budgeted Meals												
Provider Prepared Meals													
Hot Meals	-												
Frozen Meals	-												
Chilled Meals	-												
Shelf Stable Meals	-												
Total Provider Prepared Meals	-	-			-	-							
Purchased Meals													
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	286,817	149,022			137,795								
Frozen Meals	223,534	223,534											
Chilled Meals	-												
Shelf Stable Meals	28,992	10,968			15,024								
Total Purchased Meals	538,343	383,524			152,819	-							
Total Budgeted Meals	538,343	383,524			152,819	-							
% of Total Meals		72%			28%	0%							
Whole Unit Rate		1.81			1.37								

AAA Contractors/Vendors may choose to provide required Nutrition Education as a separate service and exclude costs related to Nutrition Education from the meal rate.

If the cost of Nutrition Education is to be provided as a separate service, enter anN to exclude Nutrition Education costs from the meal rate.

Congregate Meal Budget

Congregate Meal Budget Worksheet

Provider Name: Galveston County Department of Parks & Senior Services
AAA Name: Area Agency on Aging of Houston-Galveston

9/24/11 1 04 PM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year: 2010

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance Prior Year Actual to Proposed Budget	Percentage of Unit Cost	Explanation of Variances
						Proposed Budget			
									Inflation Factor 2010 to 2011: 1 017%
									Inflation Factor 2011 to 2012: 1.015%
									Combined Inflation Factor: 2 032%
									1 An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more
									2 An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor
Personnel									
Salaries, PR Taxes & Benefits	52,478.00	52 478 00	0	0.00%		53,344 00	1 65%		
Contract staff Compensation			0	0.00%			0 00%		
Total	52,478.00	52,478 00	0	0 00%	20 12%	53,344.00	1 65%	25 53%	
Nutrition Education									
Salaries PR Taxes & Benefits			0	0 00%		-	0 00%		
Contract staff Compensation			0	0 00%			0 00%		
Materials			0	0.00%			0 00%		
Conference			0	0.00%			0 00%		
Total		0 00	0	0 00%	0 00%		0 00%	0 00%	
Professional Development									
Conference	118.00	360 00	242	-67.22%		528 00	347 46%		underspent
Dues			0	0 00%			0 00%		
Materials			0	0 00%			0.00%		
Total	118 00	360.00	242	-67.22%	0 07%	528.00	347 46%	0.25%	
Meals/Food									
Raw Food			0	0 00%			0 00%		
Purchased Meals	124 414 00	124 414 00	0	0 00%		152,819 00	22 83%		
Freight			0	0 00%			0 00%		
Storage			0	0 00%			0 00%		
Consumables			0	0 00%			0 00%		
Other			0	0 00%			0 00%		
Total	124,414 00	124,414 00	0	0 00%	89 03%	152,819 00	22.83%	73 13%	
Equipment									
Depreciation			0	0 00%			0 00%		
Interest			0	0.00%			0 00%		
Leasing			0	0.00%			0 00%		
Maintenance			0	0 00%			0 00%		
Total		0 00	0	0 00%	0 00%		0 00%	0 00%	
Occupancy/Building									
Rent			0	0 00%		-	0.00%		
Utilities			0	0 00%		-	0 00%		
Depreciation			0	0 00%			0 00%		
Mortgage Interest			0	0 00%		-	0 00%		
Insurance			0	0 00%			0.00%		
Security			0	0 00%			0 00%		
Janitorial			0	0 00%			0.00%		
Repair			0	0 00%			0 00%		
Taxes			0	0.00%			0 00%		
Total		0 00	0	0 00%	0 00%	-	0 00%	0 00%	
Transportation/Travel									
Mileage Reimbursement			0	0 00%			0.00%		
Delivery			0	0 00%			0.00%		
Gas & Oil			0	0.00%			0 00%		
Repairs			0	0.00%			0 00%		
Insurance			0	0 00%		-	0 00%		
Depreciation/Lease			0	0 00%		-	0 00%		
Interest			0	0 00%			0 00%		
Tags & Licenses			0	0 00%			0 00%		
Total		0 00	0	0 00%	0 00%		0 00%	0 00%	
Administrative & General									
Advertising	1 151.00	1,295 00	144	11 12%		1 000 00	-13 12%		Underspent
Printing			0	0 00%		-	0 00%		
Copying			0	0 00%			0.00%		
Office Supplies	874.00	1,270 00	396	31 18%		1,270 00	45.31%		
Contracted Agreements	1,200.00	1,200 00	0	0.00%			-100 00%		
Postage			0	0 00%			0 00%		
Telecommunications			0	0 00%			0 00%		
Liability Insurance			0	0 00%			0 00%		
Legal Fees			0	0 00%			0 00%		
Accounting Fees			0	0 00%			0 00%		

Congregate Meal Budget Worksheet

Provider Name: Galveston County Department of Parks & Senior Services
AAA Name: Area Agency on Aging of Houston-Galveston

5/24/11 1:54 PM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year 2010

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Consulting Fees			0	0.00%			0.00%	
Other Fees (Explain)			0	0.00%			0.00%	
Audit			0	0.00%		-	0.00%	
Other Misc. (Explain)			0	0.00%		-	0.00%	
Total	3,225.00	3,765.00	540	14.34%	1.79%	2,270.00	-29.81%	1.09%
Total								
Total of all Cost Areas	180,235.00	181,017.00	782.00	-0.43%	100.00%	208,961.00	15.94%	100.00%
Total Number of Meals	37,664	37,664						
Unit Cost per Meal	4.79	4.81						
Approved Meal Rate Title III	-							

Explanation of Variances

Inflation Factor 2010 to 2011	1.017%
Inflation Factor 2011 to 2012	1.015%
Combined Inflation Factor	2.032%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor

Funding Source	Proposed Meals	Calculated Rate	Revenue	
DADS A&I AAA Match Required	22400	4.95	110880.00	Proposed Meals * Calculated Units
Program Income	2254	5.43	12239.22	Proposed Meals * Calculated Units
Other Funds - Eligible Meals	4800	5.43	26064.00	Proposed Meals * Calculated Units
Other Funds - Non-Eligible Meals	4800	5.43	26064.00	Proposed Meals * Calculated Units
Local Funds - Required Match	NA	0.48	10752.00	Proposed Meals * Calculated Units
Other Sources $	4100	5.43	22263.00	Proposed Meals * Calculated Units
Other Sources $	100	5.43	543.00	Proposed Meals * Calculated Units
Total Meals by Funding Source	38464		208805.22	Total Revenue
Provider Total Budgeted Congregate Meals	152919			
Variance (Provider Total Budgeted Congregate Meals - Total Meals by Funding Source)	114455			

Estimated Number of Nutrition Education Units AAA Clients	
Nutrition Education Budget AAA Clients	0
Calculated Cost per Unit	

6/24/11 1:04 PM
Provider Name Galveston County Department of Parks & Senior Services
AAA Name Area Agency on Aging of Houston-Galveston

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1 Total Budgeted Expenses for Contract Year — 1 $ 208,961 00

2 Total Number of Anticipated Meals to be Provided by Funding Source

DADS A&I AAA	22,400	Other Funds Eligible Meals	4,800	Other Sources 5	4,100		
Program Income	2,254	Other Funds - Non-Eligible Meals	4,800	Other Sources 6	100	2	38,454

3 Whole Unit Rate (Line 1 divided by Line 2) — 3 $ 5 43

Reimbursement Calculation

		DADS A&I AAA
4 Projected NSIP per Meal Value		0 66
5 Rate Less NSIP per Meal Value		$ 4 77
6 Mandatory Local Match of 10%	$ 0 48	
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -	
Required Cash Match		$ 0 48
7 Proposed Meal Rate (Line 3 minus Line 6)		$ 4 95

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws

Galveston County Department of Parks & Senior
Legal Name of Contracted Provider

Dennis J Harris
Printed/Typed Name of Signer

Dennis J Harris
Signature

June 28, 2011
Date

Area Agency on Aging of Houston-Galveston
Name of Area Agency on Aging

LeAdrian Aldridge-Adeoye
Printed/Typed Name of Signer

Signature

Date

6/24/11 1 04 PM

Provider Name Galveston County Department of Parks & Senior Services

AAA Name Area Agency on Aging of Houston-Galveston

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Galveston County Department of Parks & Senior Services	Dennis J. Harris
Name of Contracted Provider	Printed/Typed Name of Signer
June 28, 2011	Dennis J. Harris
Date	Signature

Signer Authority (check one)				
	☐	Sole Proprietor	☐	Association Officer
	☐	Partner	☐	Board Member
	☐	Corporate Officer	☑	Governmental Official

Houston-Galveston Area Council-Area Agency on Aging
Direct Purchase of Services
Fiscal Year 2012 Vendor Application

Proposed Service Delivery and Bid Sheet

Please fill out the complete bid sheet Complete for each service your organization proposes to perform

Vendor Name	**Galveston County Department of Parks & Senior Services**
Service Name	**Congregate Meals**
Define a Unit of Service	**1 NISP Eligible Meal**
Define service delivery area(s)	Galveston County

Service Delivery Capacity.

Enter the total number of clients your organization plans to serve this year	300
Enter the total budget expenses for the contract year	$ 208,961
Enter the total number of units your organization plans to serve for this year	38,454
Does your organization have the ability to serve 260 meals a year	Yes
Does your organization have the ability to serve 1 meal a day for 5 days	Yes
Does your organization have the following to provide this service	
Facilities, Office Space & Storage	Yes
Necessary Equipment (Ex Computers, Internet Access, Freezer, Carriers, & etc)	Yes
Necessary Vehicles (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service (Enough staff to perform task)	Yes

Enter the proposed number of units per service type

Service	Type of Unit	Proposed Units
Congregate Meals	Hot Meals	35,454
	Frozen Meals	
	Shelf Stable Meals	3,000
	Liquid Meals	
	Special Meals (Kosher, Ethnic, etc)	
	Special Diet Meals (Low Sodium, Diabetic, etc)	
Other Describe		
	Total: Should equal to the total number of Units in your budget.	38,454

Average Cost per Unit	$ 5 43
Enter the Negotiated Unit Rate	$4 95
Average Cost per Client	$ 696 54

Percentage of Cash Match Contributing to this Service	
What amount of In-Kind Match do you plan to contribute to this Service	

I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application.

Dennis J. Harris
Name of Authorized Official

Signature of Authorized Official

June 28, 2011
Signature and Date

Home Delivered Meal Budget

Home Delivered Meal Budget Worksheet

Provider Name: Galveston County Department of Parks & Senior Services
AAA Name: Area Agency on Aging of Houston-Galveston
Region Number:

6/24/11 9:51 AM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year: 2010

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost	Explanation of Variances
									Inflation Factor 2010 to 2011: 1.017%
									Inflation Factor 2011 to 2012: 1.015%
									Combined Inflation Factor: 2.032%
									1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more. 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor
Personnel									
Salaries, PR Taxes & Benefits	270,604.00	270,604.00	0	0.00%		304026.00	12.36%		Two additional part time employees were hired
Contract staff, Compensation			0	0.00%		0.00	0.00%		
Total	270,604.00	270,604.00	0	0.00%	41.71%	304026.00	12.36%	43.75%	
Nutrition Education									
Salaries, PR Taxes & Benefits			0	0.00%		0.00	0.00%		
Contract staff Compensation			0	0.00%		0.00	0.00%		
Materials			0	0.00%		0.00	0.00%		
Conference			0	0.00%		0.00	0.00%		
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	0.00%	
Professional Development									
Conference	118.00	360.00	242	-67.22%		528.00	347.46%		underspent
Dues			0	0.00%		0.00	0.00%		
Materials			0	0.00%		0.00	0.00%		
Total	118.00	360.00	242	-67.22%	0.02%	528.00	347.46%	0.08%	
Meals/Food									
Raw Food			0	0.00%		0.00	0.00%		Increased funding
Purchased Meals	373,241.00	373,241.00	0	0.00%		383524.00	2.76%		
Freight			0	0.00%		0.00	0.00%		
Storage			0	0.00%		0.00	0.00%		
Consumables			0	0.00%		0.00	0.00%		
Other			0	0.00%		0.00	0.00%		
Total	373,241.00	373,241.00	0	0.00%	57.54%	383524.00	2.76%	56.20%	
Equipment									
Depreciation			0	0.00%		0.00	0.00%		
Interest			0	0.00%		0.00	0.00%		
Leasing			0	0.00%		0.00	0.00%		
Maintenance			0	0.00%		0.00	0.00%		
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	0.00%	
Occupancy/Building									
Rent			0	0.00%		0.00	0.00%		
Utilities			0	0.00%		0.00	0.00%		
Depreciation			0	0.00%		0.00	0.00%		
Mortgage Interest			0	0.00%		0.00	0.00%		
Insurance			0	0.00%		0.00	0.00%		
Security			0	0.00%		0.00	0.00%		
Janitorial			0	0.00%		0.00	0.00%		
Repair			0	0.00%		0.00	0.00%		
Taxes			0	0.00%		0.00	0.00%		
Total		0.00	0	0.00%	0.00%	0.00	0.00%	0.00%	

Home Delivered Meal Budget Worksheet

Provider Name: Galveston County Department of Parks & Senior Services
AAA Name: Area Agency on Aging of Houston-Galveston
Region Number: -

6/24/11 9:51 AM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year: 2010

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost	Explanation of Variances
	Transportation/Travel								
Mileage Reimbursement	1,521.00	3,750.00	2,229	-59.44%		3250.00	113.68%		Underspent. More useage of the Division's Pool Vehicle
Delivery			0	0.00%		0.00	0.00%		
Gas & Oil			0	0.00%		0.00	0.00%		
Repairs			0	0.00%		0.00	0.00%		
Insurance			0	0.00%		0.00	0.00%		
Depreciation/Lease			0	0.00%		0.00	0.00%		
Interest			0	0.00%		0.00	0.00%		
Tags & Licenses			0	0.00%		0.00	0.00%		
Total	1,521.00	3,750.00	2,229	-59.44%	0.23%	3250.00	113.68%	0.47%	
	Administrative & General								
Advertising	1,151.00	1,295.00	144	-11.12%		1000.00	-13.12%		Underspent
Printing			0	0.00%		0.00	0.00%		
Copying			0	0.00%		0.00	0.00%		
Office Supplies	874.00	1,270.00	396	-31.18%		1270.00	45.31%		
Contractual Agreements	1,200.00	1,200.00	0	0.00%		1250.00	4.17%		
Postage			0	0.00%		0.00	0.00%		
Telecommunications			0	0.00%		0.00	0.00%		
Liability Insurance			0	0.00%		0.00	0.00%		
Legal Fees			0	0.00%		0.00	0.00%		
Accounting Fees			0	0.00%		0.00	0.00%		
Consulting Fees			0	0.00%		0.00	0.00%		
Other Fees (Explain)			0	0.00%		0.00	0.00%		
Audit			0	0.00%		0.00	0.00%		
Other Misc. (Explain)			0	0.00%		0.00	0.00%		
Total	3,225.00	3,765.00	540	-14.34%	0.50%	3520.00	9.16%	0.51%	
	Total								
Total of all Cost Areas	648,708.00	651,720.00	3,011.00	-0.46%	100.00%	694846.00	7.11%	100.00%	
Total Number of Meals	135,000	135,000							
Whole Cost per Meal	4.81	4.83							
Approved Meal Rate (Title III & Title XX)	-								
Approved Meal Rate (Title XX)									

Inflation Factor 2010 to 2011	1.017%
Inflation Factor 2011 to 2012	1.015%
Combined Inflation Factor	2.032%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor

Home Delivered Meal Budget Worksheet

Provider Name: Galveston County Department of Parks & Senior Services
AAA Name: Area Agency on Aging of Houston-Galveston
Region Number: -
6/24/11 9:51 AM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year 2010

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost

Proposed Budget

Explanation of Variances

Inflation Factor 2010 to 2011	1.017%
Inflation Factor 2011 to 2012	1.015%
Combined Inflation Factor	2.032%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more.
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor

Funding Source	Proposed Meals	Calculated Rate	Revenue	
DADS A&I AAA	60,313	4.95	298,549	Proposed Meals * Calculated Units
DADS - Title XX		4.95	-	Proposed Meals * Calculated Units
DADS - Title XIX (CBA)		0.00	-	Proposed Meals * Calculated Units
Program Income	1,000	5.43	5,430	Proposed Meals * Calculated Units
Other Funds - Eligible Meals	26,600	5.43	144,438	Proposed Meals * Calculated Units
Other Funds - Non-Eligible Meals	40,000	5.43	217,200	Proposed Meals * Calculated Units
Local Funds - Required Match	NA	0.48	28,950	DADS A&I AAA Proposed Meals +Title XX Proposed Meals *Calculated Rate
Local Funds - Cap Unit Exceeded DADS A&I-AAA & Title XX	NA	0.00	-	DADS A&I AAA Proposed Meals +Title XX Proposed Meals *Calculated Rate
Local Funds - Cap Unit Exceeded Title XIX	NA	0.00	-	DADS Title XIX Proposed Meals *Calculated Rate
Total Meals by Funding Source	127,913		894,568	
Provider Total Budgeted Home Delivered Meals	383,524			
Variance (Provider Total Budgeted Home Delivered Meals - Total Meals by Funding Source)	255,611			

Estimated Number of Nutrition Education Units AAA Clients	
Nutrition Education Budget - AAA Clients	
Calculated Cost per Unit	-

6/24/11 12 52 PM
Provider Name Galveston County Department of Parks & Senior Services
AAA Name Area Agency on Aging of Houston-Galveston
Region Number

Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1 Total Budgeted Expenses for Contract Year — 1 $ 694,848 00

2 Total Number of Anticipated Meals to be Provided by Funding Source

DADS A&I AAA	60,313	Title XX	0	Title XIX	0		
Program Income	1,000	Other Funds Eligible Meals	26 600	Other Funds - Non-Eligible Meals	40,000	2	127,913

3 Whole Unit Rate (Line 1 divided by Line 2) — 3 $ 5 43

Reimbursement Calculation

		DADS A&I AAA & Title XX	Title XIX
4 Projected NSIP per Meal Value		0 66	N/A
5 Rate Less NSIP per Meal Value		$ 4 77	N/A
6 Mandatory Local Match of 10%	$ 0 48		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Cash Match		$ 0 48	N/A
7 Proposed Meal Rate (Line 3 minus Line 6)		$ 4 95	$ 5 43
8 Rate Cap Applicable to Title XIX, Title XX and DADS A&I AAA Common Providers		$ 4 95	$ 6 12
9 Excess of Cap Rate Reduction		$ -	$ -
Accepted Unit Rate for Current Year		$ 4 95	NA

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws

Galveston County Department of Parks & Senior Services
Legal Name of Contracted Provider

Dennis J Harris
Printed/Typed Name of Signer

Signature

June 28, 2011
Date

Area Agency on Aging of Houston-Galveston
Name of Area Agency on Aging

Department of Aging and Disability Services

LeAdrian Aldridge-Adeoye
Printed/Typed Name of Signer

Printed/Typed Name of Signer

Signature

Signature

Date

Date

6/24/11 1 20 PM
Provider Name Galveston County Department of Parks & Senior Services
AAA Name Area Agency on Aging of Houston-Galveston
Region Number

Home Delivered Meals
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Galveston County Department of Parks & Senior Services	Dennis J. Harris
Name of Contracted Provider	Printed/Typed Name of Signer
28-Jun-11	Dennis J Harris
Date	Signature

Signer Authority. (check one)

- ☐ Sole Proprietor
- ☐ Partner
- ☐ Corporate Officer
- ☐ Association Officer
- ☐ Board Member
- ☑ Governmental Official

Houston-Galveston Area Council-Area Agency on Aging
Direct Purchase of Services
Fiscal Year 2012 Vendor Application

Proposed Service Delivery and Bid Sheet

Please fill out the complete bid sheet Complete for each service your organization proposes to perform

Vendor Name	**Galveston County Department of Parks & Senior Services**
Service Name	**Home Delivered Meals**
Define a Unit of Service	**1 NISP Eligible Meal**
Define service delivery area(s)	Galveston County

Service Delivery Capacity.

Enter the total number of clients your organization plans to serve this year	600
Enter the total budget expenses for the contract year	$ 694,848
Enter the total number of units your organization plans to serve for this year	127,913
Does your organization have the ability to serve 260 meals a year	Yes
Does your organization have the ability to serve 1 meal a day for 5 days	Yes
Does your organization have the following to provide this service	
Facilities, Office Space & Storage	Yes
Necessary Equipment (Ex Computers, Internet Access, Freezer, Carriers, & etc)	Yes
Necessary Vehicles (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service (Enough staff to perform task)	Yes

Enter the proposed number of units per service type:

Service	Type of Unit	Proposed Units
Home Delivered Meals	Hot Meals	48,765
	Frozen Meals	73,148
	Shelf Stable Meals	6,000
	Liquid Meals	
	Special Meals (Kosher, Ethnic, etc.)	
	Special Diet Meals (Low Sodium, Diabetic, etc)	
Other Describe		
	Total: Should equal to the total number of Units in your budget	**127,913**

Average Cost per Unit	$ 5 43
Enter the Negotiated Unit Rate	$ 4 95
Average Cost per Client	$ 1,158 08

Percentage of Cash Match Contributing to this Service	
What amount of In-Kind Match do you plan to contribute to this Service.	

I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application

Dennis J. Harris
Name of Authorized Official

Signature of Authorized Official

June 28, 2011
Signature and Date

Transportation Budget

Transportation

Provider Name: Galveston County Department of Parks & Senior Services
AAA Name: Area Agency on Aging of Houston-Galveston

6/24/11 1:25 PM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year: 2010

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance Prior Year Actual to Proposed Budget	Percentage of Unit Cost	Explanation of Variances
Personnel									
Salaries, PR Taxes & Benefits	123 854 00	123,854.00		0.00%		121191 00	-2 15%		Overtime expenses in 2010
Contract staff, Compensation				0 00%		0 00	0 00%		
Total	123,854 00	123,854 00	-	0.00%	99%	121191 00	-2 15%	97%	
Nutrition Education									
Salaries, PR Taxes & Benefits				0.00%					
Contract staff Compensation				0 00%					
Materials				0.00%					
Conference				0.00%					
Total		0.00	-	0.00%	0%	0 00		0%	
Professional Development									
Conference	118 00	118 00		0.00%		528.00	347 46%		underspent
Dues				0.00%		0.00	0.00%		
Materials			-	0.00%		0 00	0.00%		
Total	118 00	118 00	-	0.00%	0%	528 00	347 46%	0%	
Meals/Food									
Raw Food				0 00%		0.00	0.00%		
Purchased Meals				0.00%		0.00	0 00%		
Freight			-	0.00%		0.00	0.00%		
Storage				0 00%		0.00	0.00%		
Consumables				0.00%		0.00	0.00%		
Other				0 00%		0.00	0.00%		
Total		0.00		0 00%	0%	0.00	0.00%	0%	
Equipment									
Depreciation				0.00%		0.00	0.00%		
Interest				0.00%		0.00	0 00%		
Leasing				0.00%		0 00	0.00%		
Maintenance			-	0.00%		0 00	0.00%		
Total		0.00		0.00%	0%	0.00	0.00%	0%	
Occupancy/Building									
Rent				0.00%		0 00	0 00%		
Utilities				0 00%		0 00	0.00%		
Depreciation				0 00%		0.00	0.00%		
Mortgage Interest				0.00%		0.00	0.00%		
Insurance				0.00%		0.00	0.00%		
Security				0.00%		0.00	0 00%		
Janitorial				0.00%		0.00	0.00%		
Repair				0.00%		0.00	0.00%		
Taxes				0.00%		0.00	0.00%		
Total		0.00		0.00%	0%	0.00	0.00%	0%	
Transportation/Travel									
Mileage Reimbursement				0.00%		0.00	0 00%		
Delivery				0.00%		0.00	0.00%		
Gas & Oil				0.00%		0 00	0.00%		
Repairs				0.00%		0 00	0.00%		
Insurance				0.00%		0 00	0.00%		
Depreciation/Lease				0.00%		0.00	0.00%		
Interest				0.00%		0.00	0 00%		
Tags & Licenses				0.00%		0.00	0 00%		
Total		0.00		0.00%	0%	0.00	0.00%	0%	
Administrative & General									
Advertising	1 151 00	1 151.00	-	0 00%		1000.00	13 12%		Overspent
Printing				0.00%		0 00	0.00%		
Copying				0.00%		0 00	0.00%		
Office Supplies	874.00	874 00	-	0 00%		1270 00	45.31%		
Contracted Agreements	1,000 00	1,000 00		0.00%		1250.00	25.00%		
Postage				0.00%		0.00	0.00%		
Telecommunications				0.00%		0.00	0.00%		
Liability Insurance				0 00%		0.00	0.00%		
Legal Fees			-	0.00%		0.00	0.00%		
Accounting Fees				0.00%		0.00	0 00%		
Consulting Fees				0.00%		0 00	0.00%		
Other Fees (Explain				0.00%		0 00	0 00%		
Audit				0.00%		0 00	0 00%		
Other Misc (Explain				0 00%		0.00	0 00%		

Inflation Factor 2010 to 2011	1 617%
Inflation Factor 2011 to 2012	1 015%
Combined Inflation Factor	2 632%

1 An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more

2 An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor

Transportation

Provider Name: Galveston County Department of Parks & Senior Services
AAA Name: Area Agency on Aging of Houston-Galveston

6/24/11 1:25 PM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year: 2010

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Total	3,025.00	3,025.00		0.00%	2%	3520.00	16.38%	3%
	Total							
Total of all Cost Areas	126,997.00	126,997.00		0.00%	1.00	125,239.00	1.38%	100%
Total Number One Way Trips	14,044	14,044		0.00%				
Unitrate Cost per Trip	9.04	9.04		0.00%		Budgeted Units		Budgeted Cost per Unit
Approved One Way Trip Unit Rate						14,900.00		8.41

Explanation of Variances

Inflation Factor 2010 to 2011	1.017%
Inflation Factor 2011 to 2012	1.015%
Combined Inflation Factor	2.032%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor

Funding Source	Proposed One Way Trips	Calculated Rate	Revenue
DADS AIU AAA 10 % Match Required	10,900	7.57	82,513.00
DADS AIU AAA 20 % Match Required		-	-
DADS AIU AAA Full Unit Rate			-
Program Income			-
Local Funds - Eligible Trips	1,090	8.41	9,166.90
Other Funds - Non-Eligible Trips		-	
Local Funds Required Match 10%	NA	0.84	9,166.90
Local Funds Required Match 25%	NA	2.10	-
Other Sources 6	2,910	8.41	24,473.10
Other Sources 7			-
Other Sources 8			
Total One Way Trips by Funding Source	14,900	Total Revenue	125,300.00

6/24/11 1 25 PM
Provider Name Galveston County Department of Parks & Senior Services
AAA Name Area Agency on Aging of Houston-Galveston

Transportation
BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1 Total Budgeted Expenses for Contract Year						1	$ 125,239 00
2 Total Number of Anticipated Units to be Provided							
DADS A&I AAA - 10 % Match Required	10,900	Program Income	0	Other Sources 6	2,910		
DADS A&I AAA - 25 % Match Required	0	Local Funds - Eligible Trips	1,090	Other Sources 7	0		
DADS A&I AAA - Full Unit Rate	0	Other Funds - Non-Eligible Trips	0	Other Sources 8	0	2	14,900
3 Cost per unit (Line 1 divided by Line 2) - Full Unit Rate						3	$ 8 41

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4 Mandatory Local Match of 10%	$ 0 84		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Match		4	$ 0 84
5 Full Unit Rate Less Required Match (Line 3 minus Line 4		5	$ 7 57

4 Mandatory Local Match of 25%	$ 2 10		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Match		4	$ 2 10
5 Full Unit Rate Less Required Match (Line 3 minus Line 4		5	$ 6 31

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form

Contract Reimbursed at Full Cost Per Unit Rate Match Requirements Will Be Met Through Provision of Additional Units

$ 8 41 Contractor Initial AAA Initial

Galveston County Department of Parks & Senior Service
Legal Name of Contracted Provider

Signature

Dennis J Harris
Printed/Typed Name of Signer

6/28/2011
Date

Area Agency on Aging of Houston-Galveston
Name of Area Agency on Aging

Signature

LeAdrian Aldridge-Adeoye
Printed/Typed Name of Signer

Date

6/24/11 1 25 PM

Provider Name Galveston County Department of Parks & Senior Services

AAA Name Area Agency on Aging of Houston-Galveston

Transportation
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

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Galveston County Department of Parks &	Dennis J. Harris
Name of Contracted Provider	Printed/Typed Name of Signer
June 28, 2011	Dennis Harris
Date	Signature

Signer Authority. (check one)

- ☐ Sole Proprietor
- ☐ Partner
- ☐ Corporate Officer
- ☐ Association Officer
- ☐ Board Member
- ☑ Governmental Official

Houston-Galveston Area Council-Area Agency on Aging
Direct Purchase of Services
Fiscal Year 2012 Vendor Application

Proposed Service Delivery and Bid Sheet

Please fill out the complete bid sheet Complete for each service your organization proposes to perform

Vendor Name	**Galveston County Department of Parks & Senior Services**
Service Name	**Transportation**
Define a Unit of Service	**1 One-Way Passenger Trip**
Define service delivery area(s)	Galveston County

Service Delivery Capacity.

Enter the total number of clients your organization plans to serve this year	130
Enter the total budget expenses for the contract year	$ 125,239
Enter the total number of units your organization plans to serve for this year	14,900
Does your organization have the following to provide this service	Yes
Facilities, Office Space & Storage.	Yes
Necessary Equipment (Ex· Computers, Internet Access, & etc)	
Necessary Vehicles (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service (Enough staff to perform task)	Yes

Enter the proposed number of units per service type:

Service	Type of Unit	Proposed Units
Transportation	Senior Center Trips	6,705
	Shopping/Errand Trips	1,490
	Doctor's Visit Trips	
	Medical Treatment Trips	
	Trips Home	6,705
Other Describe.		
Other Describe		
	Total: Should equal to the total number of Units in your budget.	14,900

Average Cost per Unit	$ 8 41
Enter the Negotiated Unit Rate	$ 7 57
Average Cost per Client	$ 963 38

Percentage of Cash Match Contributing to this Service	
What amount of In-Kind Match do you plan to contribute to this Service	

I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application

Dennis J. Harris
Name of Authorized Official

Signature of Authorized Official

June 28, 2011
Signature and Date

List of Board of Directors

Galveston County
Commissioner's Court Members

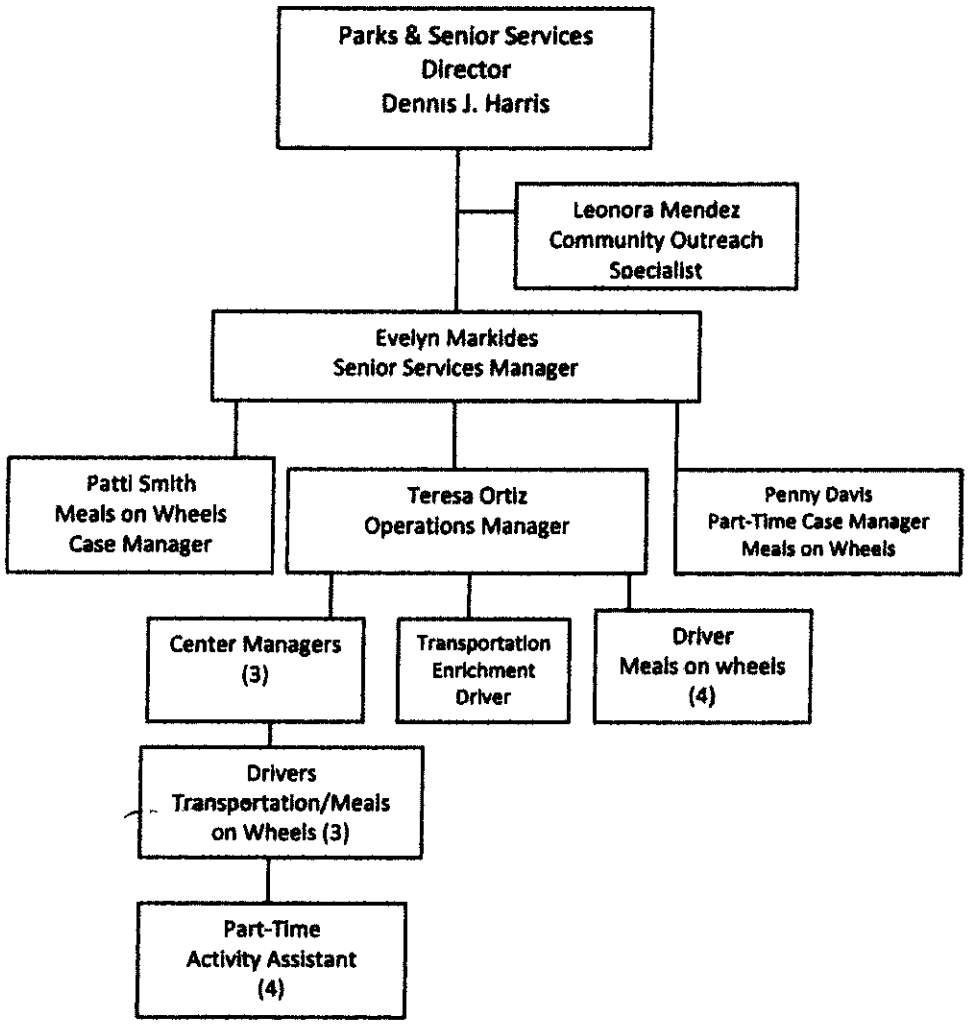
Honorable Mark Henry,
County Judge
722 Moody, Suite 200
Galveston, Texas 77550
Phone: (409) 766-2244
Term expiration: 2015

Honorable Patrick Doyle,
County Commissioner, Precinct. 1
722 Moody 1st Floor
Galveston, Texas 77550
Phone: (409) 770-5333
Term expiration: 2012

Honorable Kevin O'Brien,
County Commissioner, Precinct. 2
P.O. Box B
Santa Fe, Texas 77510
Phone: (409) 770-5475 or (409)-770-5335
Term expiration: 2014

Honorable Stephen D. Holmes,
County Commissioner, Precinct. 3
2516 Texas Avenue-Room 121
Texas City, Texas 77590
Phone: (409) 770-5806
Term expiration: 2012

Honorable Ken Clark,
County Commissioner, Precinct. 4
174 Calder Road
League City, Texas 77573
Phone: (281) 316-8745
Term expiration: 2014



Meals on Wheels Drivers:
Dorcel Womack
Jackie Williams
Tina Bell
Donald Jones –Transportation Enrichment Driver
Vearly Evans- Part-Time

Center Managers:

Bacliff Center: Peggy Davis	**Driver:** Sharon Weatherly	**Activity Assistant:** Nina Patel
Dickinson Center: Jean Jenkins	**Driver:** Randy Wright	**Activity Assistant:** Sue Richardson
Johnson Center Olda Perez	**Driver:** Bill Jamison	**Activity Assistant:** Labrenda Lee
		Activity Assistant: Carolyn Coston

Evelyn Markides
1751 W. Walker, # 7105
League City, Texas 77573
(409) 356-3312 (cell) (409)-770-6278 (work)
evelyn.markides@gmail.com

Highlights of Qualifications

- Bachelor of Arts, Bowling Green State University, Bowling Green, Ohio
- Strengths in budgeting, grants management, data and fiscal management
- Possess exceptional written and communication skills
- Skills in goal accomplishment, taking direction, following through and being held accountable
- Very professional/personable, treat all equally and fairly
- Exceptional time/management skills
- Good supervisory and employee development skills
- Quick study/learner

PROFESSIONAL EXPERIENCE

Manager, Senior Services Division: reclassified to this position in 10/06

Responsible for the overall management and operations of the entire Senior Services Division and its (29) employees. We have (7) nutrition sites, where Congregate meals are served, and (4) County Community Centers. Additionally we provide home delivered meals, transportation, and home provider services to qualifying seniors, 60 years of age and over.

Accountant III: Galveston County Department of Parks and Senior Services (March 1995-September 2006)

Responsible for assisting in compiling yearly budgets, requests for proposals, writing of grants, and the management of combined budgets in excess of $1,000,000. Maintain audit trail for county, state, and federal funds. Assure compliance of program funding regulations and grant requirements. Oversee data entry for required reporting and statistical information. Prepare all required reporting for grants and as otherwise requested. Responsible for Division's payroll and purchasing. Liaison with county departments, and mentor for Information Technology. Previously, assisted the Executive Director with the administration of the Senior AIDES program (Title V). I supervise one individual, our Data Tech, who also is our Division's mentor for Information Technology.

PREVIOUS EMPLOYMENT

Financial Secretary: William Temple Foundation (12/1992-3/1995)

Responsible for all the preparation and maintenance of financial records, reports, and payroll associated with a non-profit corporation with a $225,000 yearly budget. This was a part time position, I also worked at Galveston College in a part time position.

Secretary: Galveston College, Division of Health Occupations (10/1991-3/1995)

Responsible for typing nursing syllabi and exams on the computer using Word Perfect 6.0 Windows and a special program designed for composing nursing exams for the students. Gained a lot of computer expertise in this position and for the times.

Accountant: Hospice of Galveston County (5/1983-3/1991)

Started as a secretary, became office manager and ultimately specialized in accounting. This agency and our proficiency grew tremendously over the years. I introduced computer technology and instituted a computer/accounting system which led to a fully integrated general ledger. This enabled us to have up to the minute fiscal knowledge, allowing for more accurate budgeting and planning.

My duties also included preparing quarterly reports such as IRS 941, TEC, and United Way Budget 9's, yearly W-2's, and 1099's. I assisted an independent auditor in preparing a yearly audit of our books at the close of the year.

I ran the business office, handled correspondence, maintained fiscal and patient billing files. In this position I had one assistant whose patient billing through a hospice software package I oversaw. I know Medicare hospice regulations and have dealt with private insurance companies in case management to provide the best health care to our patients.

GOALS: I would like to continue being challenged to learn more, especially in the fields of data and fiscal management, employee management and supervision, grant writing and computers and software programs.

COMPUTER: Windows, Word, Excel, IFAS, Sams (web based client tracking system)

Currently on the Board of Directors of :

1.Better Business Bureau/Silver Sleuths

2.Emergency Food and Shelter Program (formerly Fema)

3.HGAC- APAC (Aging Programs Advisory Committee)

Professional References:

Dennis J. Harris, Director of Galveston County Department of Parks $ Senior Services 409 934-8100
Julie Penrod-Glenn, former Executive Director, Senior Services Division 352-339-1365
Teresa Ortiz, Operations Manager, Senior Services Division 409-770-6252

Revised: 7/21/2009

Insurance

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S Reingold

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

June 20, 2011

To: All Interested Parties

Re: Galveston County Senior Citizens Program Letter of Self Insurance for Third Party Liability Purposes

This letter is to confirm that the Galveston County Senior Services Division of the Galveston County Parks Department and all of its programs are self insured against all third party liability claims The Division is also immune from liability for operation of its various programs except where immunity has been specifically waived by virtue of the Texas Tort Claims Act.

Please call if you have any questions

Very truly yours,

Harvey Bazaman

Harvey Bazaman
Galveston County Legal Department

COUNTY of GALVESTON

Facilities Department

MEMORANDUM
COUNTY OF GALVESTON

RISK MANAGEMENT

Date: June 21, 2011

Re: Crime Policy # 51095181

Evelyn Markides
Manager Senior Services Division
Galveston County Dept. Parks/Senior Services
4102 Main FM 519
La Marque, TX 77568

This is to inform you that your Employee Blanket Dishonesty Bond will be renewed on November 1, 2011. This Crime Policy is now handled by Rust Ewing Insurance Agency. Should you have any questions, please contact Patsy Beall at 409-934-8034.

Respectfully,

Jimmy Bacon
Risk Manager
Galveston County

Main 409-766-2384 • 722 Moody, Galveston, Texas 77550 • Fax 409-621-7971

Attachments

Attachment A

Houston-Galveston Area Council
Area Agency on Aging
Authorized Signature Form
For Request for Payment
Direct Purchase of Service Program

Name and Address of Vendor Agency Galveston County Department of Parks & Senior Services	
Signature of individuals authorized to sign Vendor Agreement and/or Vendor Invoice	
Vendor Agreement 1. Print/ Type Name, Title, and Signature Mark Henry Judge, County of Galveston Signature	Vendor Agreement 2 Print/ Type Name, Title, and Signature Signature
Vendor Invoices 1 Print/ Type Name, Title, and Signature Evelyn Markides, Senior Services Manager Signature	Vendor Invoices 2. Print/Type Name, Title, and Signature Dennis J Harris, Director Signature
Name of Contacts at your organization	
1 Name of Administrative Contact Person Signature	2 Name of Billing Contact Person Signature

I certify that the signatures above are of the individuals authorized to sign for Vendor Agreement and/or Vendor Invoice

Dennis J Harris, Director
Print/ Type Name and Title of Authorized Official

Signature of Authorized Official

6/28/2011
Date

Attachment B
AFFIRMATIVE ACTION PLAN

__Galveston County Department of Parks & Senior Services_____HEREBY AGREES THAT IT WILL ENACT
Name of Applicant

AFFIRMATIVE ACTION PLAN Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies It is the policy of this agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act The act forbids pay differentials on the basis of sex

The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin

Administration of Aging Program Instruction AoA PI-75-11 which requires all grantees to develop affirmative action plans Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems)

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability

__Mark Henry_____is the designated person with executive authority responsible for the implementation of this affirmative action plan Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

Total Staff:	# Full Time	# Part Time
Older Persons (60+)	#4 21%	#4 21%
Minority	#6 31%	#4 21%
Women	#10 52%	#5 26%

____6/28/2011_____
Date

Signature and Title of Authorized Official

Attachment C

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

_____Galveston County Department of Parks & Senior Services_____(hereinafter called the "Applicant")
Name of Applicant (Type or Print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal Financial assistance is extended of for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is give in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such a date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in the Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

____6/28/2011_____
Date

_____Galveston County Department of Parks & Senior
Applicant (Type or Print Name)

Jennifer Hawes
Signature of Authorized Official

_____4102 Main Street, LaMarque, Tx 77568_____
Applicant's Mailing Address

_____

Attachment D

DEPARTMENT OF HEALTH AND HUMAN SERVICES ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILIATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U S C 794), all requirements imposed by the applicable HHS regulation (45 C F R Part 84), and all guidelines and interpretations issued pursuant thereto

Pursuant to 84 5(a) of the regulation [45 C F R 84 5(a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such a date The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84 5(b) of the regulation [45 C F R 84 5(b)]

The recipient Check A or B

A ☐ A73 employs fewer than fifteen person,

B. ☒ A74 employs fifteen or more persons and, pursuant to 84 7(a) of the regulation [45C.F R 84 7(a)], has designated the following person(s) to coordinate its efforts to comply with the HHS regulation

Katherine Branch, Assistant Director
Name of Designee(s) – Type or Print
C12 C42

Katherine Branch
Name of Recipient – Type or Print
A12

722 Moody
Street Address or P O. Box
A42 A71

(IRS) Employer Identification Number
A1 A11
B1 B11
C1 C11

Galveston, Texas 77550
City
B12 B41

State Zip
B42 B71

I certify that the above information is complete and correct to the best of my knowledge

6/28/2011
Date
B72 B77

Signature and Title of Authorized Official
B78

If there has been a change in name or ownership within the last year, please PRINT the former name below
NOTE· The 'A,' 'B,' and 'C' followed by numbers are for computer use Please disreagard.

Attachment E
FY 2012

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Department on Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion Each covered contractor/grantee must also screen each of its covered subcontractors/providers

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1 The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department on Aging and Disability Services may pursue available remedies, including suspension and/or debarment

2 The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances

3 The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment

4 The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department on Aging and Disability Services, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract?..... _____YES X NO

5 The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts

6 A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal

7 Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings

Certification Regarding Debarment, Suspension,
Page 2

8 Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department on Aging and Disability Services may pursue available remedies, including suspension and/or debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee

x The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas

_____ The potential contractor/grantee is unable to certify to one or more of the terms in this certification In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE Galveston County Department of Parks & Senior Services

VENDOR ID NO /FEDERAL EMPLOYER'S ID NO. 74-6000908_

Signature of Authorized Representative

Dennis J Harris
Printed/Typed Name of Authorized Representative

6/28/2011
Date

Director
Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 2012, PERIOD BEGINNING October 1 and ENDING September 30.

Attachment F

Reporting Abuse of Older Individuals

The Houston-Galveston Area Agency on Aging, Older Americans Act program, was established to improve the quality of life of older individuals, particularly those with greatest economic need and those with greatest social need Unfortunately, thousands of older individuals suffer abuse, neglect, or exploitation Being aware, recognizing the problem and reporting the abuse, neglect, or exploitation is the only way to protect our older population.

As stated in the Older Americans Act of 1965, the term "elder abuse, neglect, and exploitation" means abuse, neglect, and exploitation, of an older individual.

The term *"older individual"* means an individual who is 60 years of age or older.

The term *"abuse"* means the willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish, or mental illness.

The term *"exploitation"* means the illegal or improper act or process of an individual, including a caregiver, using the resources of an older individual for monetary or personal benefit, profit, or gain.

The term *"neglect"* means the failure to provide for oneself the goods or services that are necessary to avoid physical harm, mental anguish, or mental illness

Houston-Galveston Area Agency on Aging (AAA), in coordination with Texas Department of Protective and Regulatory Services, is working to educate all individuals to identify and prevent abuse of older individuals.

If any vendor or employee of any vendor sees any Older Americans Act client being abused, they need to report this abuse to Texas Department of Protective and Regulatory Services at 1-800-252-5400.

If any vendor or employee of any vendor sees any Older Americans Act client individual being physically or sexually abused or you feel that the situation is urgent – call the police, then report the incident to Texas Department of Protective and Regulatory Services at 1-800-252-5400.

If any vendor or employee of any vendor sees any Older Americans Act being abused, they need to contact Ms. Geraldine McCray, Grievance Officer, Houston-Galveston AAA at 1-800-437-7396. If the abuse has not been reported to Texas Department of Protective and Regulatory Services when it is reported to Ms. McCray, she has the right to release the information to a law enforcement or public protective service agency

Reporting Abuse of Older Individuals
Page 2

If a vendor has an employee that is accused of abusing a Older Americans Act client, the following steps must be taken:

1) The vendor must remove that employee from the client's home and prohibit the employee from making any contact with the client.
2) The vendor must place a different employee in the client's home and maintain service only if the client is willing to accept service.
3) The vendor must not allow the accused employee to provide any service to any H-GAC client until the Houston-Galveston AAA has reviewed the report
4) The vendor must investigate the alleged abuse.
5) The vendor must report and record any alleged abuse.
6) The vendor must report the alleged abuse to Houston-Galveston AAA Grievance Officer, Ms. LeAdrian Aldridge-Adeoye at 1-800-437-7396.
7) Houston-Galveston AAA will review the report and has the right to report the alleged abuse to Texas Department of Protective and Regulatory Services. If it is found that the employee did abuse an older individual, the vendor must take action against the employee

If a vendor observes an abusive incident, the vendor must report the incident to the Texas Department of Protective and Regulatory Services at 1-800-252-5400 and to Houston-Galveston AAA Grievance Officer, Ms LeAdrian Aldridge-Adeoye at 1-800-437-7396. The vendor must also record all observations. Completely document who committed the abusive act, the nature of the abuse, and where and when it occurred

Every individual young or older has the right to be free from verbal, sexual, physical, and mental abuse, corporal punishment, involuntary seclusion, and exploitation. The intent of this policy is to assure that the vendor has in place an effective system, that regardless of source prevents mistreatment, neglect, and abuse of Older Americans Act clients or any older individual. The vendors system should include a policy to prevent employment of individuals who have been convicted of abusing, neglecting, or exploiting individuals. However, such a policy cannot guarantee that a client will not be abused; it can only assure that the vendor does whatever is within its control to prevent "elder abuse, neglect, and exploitation", of an older individual.

6/28/2011
Date

Signature and Title of Authorized Official

Attachment G

Houston-Galveston Area Agency on Aging

CONFIDENTIALITY CERTIFICATION

Older Americans Act Programs

Galveston County Department of Parks & Senior Services_____ shall have procedures to ensure that no information or records about a
Vendor Name

client, or obtained from a client, is disclosed in a form that identifies the person without the informed consent of the person or of his or her legal representative unless information is requested by H-GAC or is required to link participant with other service agencies. (See TAC 270.1)

The organization \ I will.

a. Provide each participant with a free and voluntary opportunity to contribute to the cost of the services;

b. Protect the privacy of each senior citizen with respect to any contribution,

c. Establish written procedures to safeguard and account for all contributions; and

d. Use all contributions to expand and/or maintain the service for which it was received.

The organization \ I will develop a written suggested contribution schedule. The schedule will consider the income ranges of older persons in the community and the vendor's other sources of income.

The organization \ I will not deny any senior citizen a service because the senior citizen will not or cannot contribute to the cost of the service.

6/28/2011
Date

Signature and Title of Authorized Official

Attachment H

Houston-Galveston Area Agency on Aging

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT AND MEDICAL SUPPORT ENFORCEMENT

The undersigned (hereinafter called the "Applicant") HEREBY AGREES THAT it will comply with the Texas Family Code, Subtitle D (Administrative Services), Chapter 231, Section 231 006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, which requires the following certification

> Under **Section 231.006, Family Code**, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate

As required by Section 231 006, Family Code, please list the names and social security numbers of individuals or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting this application

Name._Mark Henry, County Judge SSN _____

Name _Patrick Doyle, Commissioner Precinct 1 SSN _____

Name _Kevin O'Brien, Commissioner Precinct 2 SSN _____

Name _Stephen Holmes, Commissioner Precinct3 SSN
Name Ken Clark, Commissioner Precinct 4

A child support obligor who is more than 30 days delinquent in payment child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services, or receive a state-funded grant or loan until such time that the obligor or business entity remedies the non-compliance as described in the Texas Family Code, Chapter 231, Section 231 006(b)(1) and (2)

This CERTIFICATION is given in consideration of and for the purpose of obtaining any and all state grants, loans, contracts, property, discounts or other financial assistance extended after the date hereof to the Applicant The Applicant recognizes and agrees that such state assistance will be extended in reliance on the representations and agreements made herein The Applicant further understands that if it is found to be ineligible to receive payment under the Texas Family Code, Chapter 231, Section 231.006(a), any Agreement or Contract may be terminated If this certification is shown to be false, the vendor/contractor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract

Galveston County Department of Parks & Senior Services
Applicant (Type or Print)

Dennis J Harris
Authorized Official (Type or Print)

Signature of Authorized Official

Director
Title of Authorized Official

Street Address

4102 Main, LaMarque, Texas 77568
Mailing Address if different from Street Address

City, State and Zip

6/28/2011
Date

Attachment J

Houston-Galveston Area Council

EMAIL INVOICE AUTHORIZATION AGREEMENT

Please Type or Print

VENDOR NAME:	Galveston County Department of Parks & Senior Services
ADDRESS:	4102 Main Street (FM519), LaMarque, Texas 77568
TELEPHONE:	409 770-6278

Name of Employees Certifying Documents	Employee's Email Address	**Employee's Signature**
1 Dennis J Harris, Director	dennis.harris@co galveston tx.us	Dennis J Harris
2 Evelyn Markides/Senior Services manager	evelyn markides@co galveston tx us	E Markides

Certification

As a representative of the organization identified above, I confirm that the person(s) named are employees of our organization and are approved to sign and submit monthly invoice(s) and supporting documentation to the Houston-Galveston Area Council. I understand that this authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council within 24 hours with different instructions.

Dennis J Harris — Dennis J Harris — 6/28/2011

Print or Type Representative Name **Signature** **Date**

Please submit this original form, faxed or a copy of this form will not be accepted. Please make a copy for your records.

Houston-Galveston Area Agency on Aging

Attachment K-1

FOCAL POINTS

Identify the Older Individuals Focal Point(s) in your Service Area

Vendor Name	Galveston County Department of Parks & Senior Services
Address	4102 Main (FM519)
City, State, Zip	LaMarque, Texas 77568
Telephone	409 770-6278
Email Address	evelyn.markides@co.galveston.tx.us
Program Director Name	Dennis J. Harris, Director

List your organization's senior centers

Site Name	Galveston Community Center(temporarily out of commission due to damage from Hurricane Ike)
Address	2201 Ave. L
City, State, Zip	Galveston, Texas 77550
Telephone	409 770-6251
Site Manager Name	Peggy Davis

Site Name	Bacliff Community Cener
Address	4503 11th Streeet Bacliff, Texas 77518
City, State, Zip	
Telephone	281-316-8822
Site Manager Name	Peggy Davis, Interim Manager

Site Name	Dickinson Community Center
Address	2714 Highway 3
City, State, Zip	Dickinson, Texas 77539
Telephone	281-309-5011
Site Manager Name	Jean Jenkins

Attachment K-2
FOCAL POINTS
List your organization's senior centers

Site Name	Johnson Community Center
Address	4102 Fm 519
City, State, Zip	LaMarque, Texas 77568
Telephone	409 934-8148
Site Manager Name	Olda Perez

Site Name	
Address	
City, State, Zip	
Telephone	
Site Manager Name	

Site Name	
Address	
City, State, Zip	
Telephone	
Site Manager Name	

Site Name	
Address	
City, State, Zip	
Telephone	
Site Manager Name	

Attachment L

NUTRITION AND SUPPORT SERVICE VENDOR EVACUATION AND PREPAREDNESS SERVICE PLAN

Purpose: To provide the Houston-Galveston Area Agency on Aging (AAA) with information on how the provider will coordinate emergency services and activities and develop long-range emergency preparedness plans

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Please complete the following sections below All sections must be answered thoroughly

Section1: Organization Information

Organization Name: Galveston County Department of Parks & Senior Services

Director Name: Dennis J Harris

Office Telephone Number: 409 934-8100

Cell Phone Number:

Secondary Contact Name: Evelyn Markides

Cell Phone Number: 409 356-3312

County: Galveston

FFY Contract Period: October 1, 2011 to September 30, 2012

Section 2: Target Population

Older persons identified as high risk should be given priority in an emergency situation Their immediate medical needs and food supply should quickly be assessed and addressed

Section 3: Organization Internal Plan

☒	☐	☐	Does provider have emergency cell phone numbers of its staff?
☒	☐	☐	Does provider have a staff emergency calling tree in place?
☒	☐	☐	Does provider have an assigned primary staff to provide disaster information to the AAA?
☒	☐	☐	Does provider have an assigned secondary staff to provide disaster information to the AAA?
☒	☐	☐	Has the provider provided information and/or trained its staff on disaster preparedness within its organization? (Please attach)
☒	☐	☐	Does the provider have a back-up plan in the event its food, supplies, or transportation source is out of commission? (Please attach)
☒	☐	☐	Does the provider have an implemented plan to back-up computer systems? (Please attach)
☐	☐	☒	Does the provider have an implemented plan to help protect confidential client records? (Please attach)

Section 4: Services & Activities Available

☐	☒	☐	Does your nutrition site have a generator?
☐	☐	☒	Does provider have a client emergency calling tree in place?
☒	☐	☐	Will the provider site serve as a cooling station?
☐	☒	☐	Will the provider site serve as an emergency shelter?
☒	☐	☐	Will the provider provide emergency transportation?
☒	☐	☐	Will the provider provide emergency meals pre and post disaster?
☒	☐	☐	Will the provider assist with 211 Registration Assistance?
☒	☐	☐	Is the provider apart of the County or City disaster plan efforts?

Section 5: High Risk Individuals

☐	☐	☒	Have the provider pre-identified individuals with special needs for emergency assistance?
☐	☐	☒	Have the provider identified those who lack the ability to manage Adult Daily Living (ADL) without assistance?
☐	☐	☒	Have the provider identified those families, friends, and neighbors who can and will assist when an emergency occurs?
☐	☐	☒	Have the provider identified those older persons who are isolated/homebound?
☐	☐	☒	Have the provider identified those who have sensory impairments and/or mobility challenges?
☐	☐	☒	Have the provider identified those with cognitive impairment or mental health needs?
☐	☐	☒	Have the provider established a pre-identified high-risk list?

Section 6: Demographic Information

1230	☐	☐	**How many total older individuals do you serve in your county area?**
3716	☐	☐	How many older individuals do you serve Congregate Meals?
720	☐	☐	**How many older individuals do you serve Home Delivered Meals?**
134	☐	☐	How many older individuals do provide transportation?
	☐	☒	**Based on client assessments, how many older individuals serviced by your organization have been identified with special needs?**

Section 7: Organization Barriers (please identify below any barriers the organization may encounter in the event of an evacuation)

A natural barrier are employees' concerns about their and their families safety first Other barriers include inaccessibility to areas deemed unsuitable for re-entry due to an unsafe infrastructure

Section 8: Organization long-range emergency preparedness plans (please list your organizations future plans)

As a department of County government we are in the lead with evacuation plans county wide for all our citizens We have learned lessons from Hurricane Ike and thus prepare better and have first hand experience We have backup vendors to supply food for our nutrition consumers or community center site councils will take the lead should our normal food vendor not be operating Vehicles will always be parked on high ground before an evacuation We are in the process of adopting a scanning system to record all documents electronically for preservation and confidentiality (countywide application) Blackboard Connect is up and running where we can input our clients for emergency notifications We have actively promoted to all our consumers the necessity to sign up for 211 should they need help with evacuating Along this line the county has buses, vounteers, and staff prepared to help transport individuals with special needs to embarcation sites to board for the trip to Austin should an emergency evacuation be called This year in conjuction with the County's Emergency Management Department we prepared and distributed to all our consumers "hurricane preparedness kits", which included detailed brochures and educational materials, a little flashlight and a deck of cards displaying emergency management tips

Attachment M

Houston-Galveston Area Agency on Aging

NUTRITION AND SUPPORT SERVICES
COST ALLOCATION / METHODOLOGY PLAN
POLICIES AND PROCEDURES

Purpose: To determine whether the provider has an internal cost allocation methodology plan

---

WHAT IS AN ALLOCATION METHODOLOGY: An allocation plan that helps to determine whether an organization uses a variety of methodologies to allocate cost to various projects and programs that it operates? Some allocations require that costs be distributed first at a department level and then at a project level Other costs are distributed directly to the projects via an automated allocation program in an accounting system. Note. The methodology plan should reflect how costs were allocated in a budget.

Below describes an example of each type of allocation, the basis, and whether it was a single or double allocation

---

PERSONNEL **Basis: Labor Hours (Single Allocation)**

This pool of costs includes any cost incurred in a personnel or payroll related function. Examples of this cost are salary and benefits of the benefits and payroll clerks, costs of processing payroll checks (if any), personnel and payroll supplies, etc. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total labor hours for the organization.

INDIRECT **Basis: Total Direct Personnel (Double Allocation)**

An organization may incur costs in general administrative functions that benefit all programs. These costs would include costs for the Executive Director, Finance, Activity Coordinators, Drivers, Case Workers, Receptionist, etc. These costs are pooled each month into the indirect cost pool for allocation to all projects/programs. They are allocated to each project based on the total personnel costs for the project in relation to total direct personnel costs for the organization. An organization may define direct personnel costs as the costs of salaries plus benefits charged to projects other than indirect.

RENT
Basis: Labor Hours (Single Allocation)

The monthly cost of leased space along with any adjustments imposed by the landlord for utility costs are allocated to the projects based on each project's labor hours as a percentage of total labor hours for the organization. Single Allocation

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Attachment M

NUTRITION AND SUPPORT SERVICES
COST ALLOCATION / METHODOLOGY PLAN
POLICIES AND PROCEDURES

Organization Information

Organization Name: Galveston CountyDepartment of Parks & Senior Services

Director Name/Title: Dennis J Haris

County: Galveston

Please provide your methodology plan used to allocate your organizations budget costs.

The Senior Services Division has four budgets, our county budget (1101) and budgets for Title III C and Title IIIB (2921) and Texans Feeding Texans (2923).

Several years ago we set up a spreadsheet to help us determine our costs based on programs. Salaries are divided up by the percentage that the individual spends working on each program. Being a department of a large entity such as the County, we have many costs that are considered indirect and not directly paid by our departments and divisions. Those costs are assigned a value and then multipled by the percentage of salaries in that program. Costs include utilities, rent,insurances, gasoline, postage, etc. This has worked well for us and we believe given us good figures on such costs as the cost of delivering a meal, providing a congregate meal and a unit of transportation.

Galveston County Budgets are set up so costs can only come out of that specific line item with anything over $1,500 having to be specifically budgeted and with three bids. Purchasing and the Auditors are over procurement and all must be procured with a purchase order number.

Attachment N

NUTRITION AND SUPPORT SERVICES
CLIENT ELIGIBILITY AND MEAL TIME DELIVERY/FOOD TEMPERTURE PROGRAM POLICIES AND PROCEDURES

Purpose: To determine whether the provider has internal client eligibility and nutrition policies and procedures in place to ensure overall compliance with local, state and federal guidelines

Please complete the following sections below All sections must be answered thoroughly

Organization Information

Organization Name: Galveston County Department of Parks & Senior Services

Director Name/Title: Dennis J Harris, Director, Galveston County Department of Parks & Senior Services

County: Galveston

CLIENT ELIGIBILITY

What is the provider's procedure for ensuring the Client Intake and Service Request Form is thoroughly completed prior to submission to the AAA? And, who is responsible for oversight?
We train our employees on how to fill out these forms. When errors are found we bring those to the attention of the person who filled out the form. Ultimately the Data Tech and Senior Services Manager send all Client Intakes and Service Request Forms to the AAA and are responsible for any oversight. We are the final eyes purviewing the forms for completeness, and accuracy.

What is the providers procedure for ensuring the Needs Assessment Questionnaire is thoroughly completed and accurately scored prior to submission to the AAA? And, who is responsible for oversight?
Same as above. The Data Tech and Senior Services Manager bring errors to the attention of those completing this questionaire so the same errors are not repeated, but we two ultiamtely send in the final product.

Organization Information

Organization Name: Galveston County Department of Parks & Senior Services

MEAL PREPARATION/DELIVERY

What is the provider's procedure to ensure that all meals served meet 1/3 the RDA (Recommended Daily Allowance)?

We contract with Food Vendors to provide meals that are 1/3 RDA. This is a requirement of the contracts.

What are the provider's menu substitution procedures?

We ask the Food Vendor's Representative to intervene when we have significant complaints on a certain menu. We then work with the Vendor to rectify that complaint or substitute with another menu choice.
We work closely with our Food Vendor by attending quarterly menu meetings to discuss the meals, their desiredness, and quality. We have a close working relationship with our Vendor to assure the best quality of meals for our consumers.

What is the providers procedure for ensuring hot meals are delivered within the four hour requirement from completion of cooking?

We keep the meals hot until the driver prepares to load for delivery and then the driver records the time of his first delivery and the time of his last delivery. The route should be no more than (4) hours. It is our intention to have all our meal routes delivered within a (4) hour time frame. We also use electric bag heaters in our coolers to maintain the temperatures.

Organization Name·

What is the providers procedure for ensuring food temperature requirements are met?

Meals are brought to our nutrition sites with the temperature recorded upon pickup (at Valley kitchen site) and then upon drop off (nutrition site). Meals are kept in coolers and each meal is taken out individually from the cooler at the point of client delivery Staff who accept these meals have completed a required Food Handling Class.

What is the provider's procedure to ensure the delivery meal log is completed?

We train our drivers to fill out the service logs, the Operations Manager reviews them randomly, and the Data Tech brings errors to the attention of the Operations Manager for corrections, so she can enter the units correctly into our data base.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Markides, Evelyn

Subject: FW Galveston County - Conflict of Interest Reporting

Importance: High

From: Crowder, Rufus
Sent: Friday, July 31, 2009 4:51 PM
To: Markides, Evelyn
Subject: Galveston County - Conflict of Interest Reporting
Importance: High

The County of Galveston does not have to submit a Conflict of Interest form as we are not defined as a business entity. (see excerpt from the Office of the Attorney General)

5. What is the definition of a "business entity" for purposes of the conflict of interest laws?

For purposes of Texas conflict of interest laws, a "business entity" means: sole proprietorships, partnerships, firms, corporations, holding companies, jointstock companies, receiverships, trusts, and any other entity recognized by law as a business entity.[11]

[12] Tex. Att'y Gen. DM-267 (1993); GA-31 (2003).
[13] Op. Tex. Att'y Gen. JC-547 (2002).
[14] TEX. LOC. GOV'T CODE ANN § 171.002(a)(1) (Vernon 2008).
[15] *Id.*
[16] *Id.* § 171 002(a)(2).
[17] *Id.* § 171.002(c).

Governmental entities such as cities or school districts are not considered business entities.[12] Accordingly, if the issue before a city council involves a governmental entity, an official's relationship with that entity would not subject that official to conflict of interest laws. However, an economic development corporation is a business entity, so an official with a substantial interest in the corporation would have to comply with chapter 171.[13]

Rufus Crowder, CPPB
Assistant Purchasing Agent

Galveston County - Purchasing Department
22 Moody Avenue (21st Street), 5th Floor
alveston, Texas 77550
ffice: (409) 770-5374
ax: (409) 621-7997
ell: (409) 682-3134

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)
Galveston County

Business name, if different from above

Check appropriate box. ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ . . . .
☐ Other (see instructions) ▶ Government

☐ Exempt payee

Address (number, street, and apt. or suite no.)
722 Moody

Requester's name and address (optional)

City, state, and ZIP code
Galveston, Texas 77550

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
74 : 6000908

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 ▶ Dennis Stevens Date ▶ 6/25/11

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,

AGENDA ITEM #17

FREDDIE POOR
Sheriff
Galveston County

June 22, 2011

TO The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

RE Consideration of Lease Agreement between Galveston County and San Leon MUD

Gentlemen

On behalf of Sheriff Poor, please accept this letter and attached documentation detailing a proposed lease for a building being provided for our use by the San Leon Municipal Utility District ("District")

The District's president approached us some months ago with an offer to provide a portable building for the use of our deputies and other law enforcement personnel working in the San Leon area This building is intended to serve as a "sub-station" of sorts, and provides a place where law enforcement officers can work on reports or other tasks, helping to make response to service calls more timely

The building and associated utilities (with the exception of telephone and data lines) is being provided for our use at no cost to the county Information Technology has agreed, as part of their existing budget, to provide for installation of basic data connectivity to enable computer and telephone service to the building Other than the data services proposed, no budget impact is anticipated for the duration of the lease

The attached agreement was prepared and reviewed by County Legal staff

Your favorable consideration of this generous offer from the District is appreciated As always, you may contact me at x2369 should questions arise

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

cc Harvey Bazaman, County Legal
Rob Powell, Information Technology

To Protect and Serve

601 54TH STREET • SUITE 2100 • GALVESTON, TEXAS 77551-4248 • PHONE 409-766-2302

Lease Between Galveston County and San Leon MUD

This Lease is entered into between Galveston County, acting on behalf of the Galveston County Sheriff's Office and San Leon Municipal Utility District (MUD), both political subdivisions of the State of Texas It is for the purpose of allowing deputy sheriffs and other law enforcement personnel to utilize a portable office building owned by MUD as a sub-station for law enforcement purposes

For and in consideration of the covenants, conditions, and provisions contained in this instrument MUD leases to Galveston County a portable office building located on property owned by San Leon that is located at 443 24th Street, San Leon Texas The building will be for the County's use as a law enforcement sub-station e g utilization of lap top computers, filing of reports and other law enforcement related activities The office may be occupied by law enforcement personnel as desired or required twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year

The term of this Lease is perpetual beginning effective on the 1st day of June, 2011 But, it may be terminated for any reason or for not reason by either party upon thirty (30) days notice being given by the party desiring to terminate to the other party at the following address

San Leon MUD
443 24th Street
San Leon, Texas 77539
Attn Chairman

Galveston County
Galveston County Courthouse
722 Moody, Suite 200
Galveston, Texas 77550
Attn County Judge

MUD has installed security fencing around the building MUD will be under no obligation to provide any additional security equipment or security personnel to protect the building County may install such security devices it desires, e g locks, bars on windows, burglar alarm system, etc to enhance security of the building Any such additional security devices will be paid for by County In addition, County may install, at its cost, such computer lines, telephones and equipment it deems necessary or desirable

MUD will furnish and pay for all utilities, with the exception of a cable and telephone line to the building MUD will also provide sufficient space for the parking of County owned vehicles County will also be permitted to install necessary telephones computer equipment in the County's computer room County will be responsible for providing its own telephone service, computers and such office supplies (including fax, copier and postage machine), desks, chairs and other furnishings it deems desirable or necessary Upon termination of this Lease County will remove all telephones, computers, office furniture and supplies with the exception of the cable line which will be disconnected

County may, at its option, provide such insurance deemed necessary to adequately protect their office contents and personal property MUD will provide fire, wind and hail and flood insurance on the building

County reserves the right, should it desire, to use all or any portion of the building for such time and such periods of time it deems necessary for emergency management operations in time of natural or man-made periods of disaster, events, meetings, training sessions and all other lawful County purposes

Lessor

County's right to occupy the leased premises as and when necessary is superior to ~~Lessee~~'s right to occupy the building MUD agrees that, except in time of emergency, when no law enforcement personnel are occupying the building, that it will not enter the building unless accompanied by County law enforcement personnel In time of emergency when no law enforcement personnel are present MUD may access the building and will notify the Sheriff's Office of such access as soon as is practicable under the circumstances

This Lease is made under the applicable laws of the State of Texas, and if any term, clause, provision, part or portion of this Lease shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Lease shall not be affected thereby, and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written

Any dispute that arises between the parties that is not mutually resolved must be submitted to mediation

Any and all provisions and clauses in this Lease can be amended or deleted by the parties only by mutual agreement and any such change shall be in writing and attached to this Lease as an addendum

This Lease contains the entire agreement between the parties relating to their rights and obligations under this Lease A prior agreement, promise, negotiation, or representation not expressly set forth in this Lease has no force or effect An official representative, employee, or agent of either party does not have authority to modify or amend this Lease except pursuant to specific authority to do so granted by their governing body which is the Commissioners Court for the County and the Board of Directors for MUD

This Lease is intended to inure only to the benefit of County and MUD This Lease is not intended to create, nor shall be deemed or construed to create, any rights in third parties

Nothing in this Lease shall be construed to constitute a waiver of the either party's sovereign or governmental immunity against any claim or cause of action filed by any other Party to this Lease, to such Parties' successors or assigns, or by any third party.

Executed this 31st day of MAY, 2011.

County of Galveston

Mark Henry
County Judge
Lessee

San Leon MUD

Joe Manchaca
President
Lessor

depts\facilities\San Leon MUD Lease

AGENDA ITEM #18

SYSTEM PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 23rd day of June , 2011 and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller"), the Houston-Galveston Area Council, a body corporate and politic ("H-GAC") and Galveston County, a body corporate and politic ("Purchaser")

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System, and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, H-GAC, acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited quotations for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law, and

WHEREAS, H-GAC and Motorola entered into that certain Radio Communications Equipment & Systems Agreement dated as of January 1, 2008 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein, and

WHEREAS, pursuant to Article 34 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions

Exhibit B Motorola Software License Agreement

Exhibit C Motorola's Statement of Work, System Description, Acceptance Test Plan, and Equipment List all dated June 8, 2011

Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated June 8, 2011

Exhibit E Above Warranty Services Statement of Work and Service Terms and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows·

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement.

(1) Provide a designated Project Director.

(2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed

(3) Provide adequate telephone lines (including modem access and adequate interfacing networking capabilities) for the installation and operation of the equipment

(4) Provide adequate AC Power at 117 VAC + 10%, 60 Hz for the installation and operation of the equipment

(5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola as contained in the Motorola proposal In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser If any price adjustments are necessary as a result of these new or replacement sites, such price adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement and the Motorola proposal are predicated upon normal soil conditions defined by E I A standard RS-222 (latest revision) Should Motorola encounter subsurface, structural, and/or latent conditions at any site differing from those, indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions

Section 4 PERIOD OF PERFORMANCE

A Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within _100_ days after the contract is signed by all parties A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B Whenever Motorola knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, Motorola shall within thirty (30) days give Purchaser notice thereof and may request an extension of time to perform the work

C In order to successfully integrate and implement this project, shipments will be made F O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that purchaser will accept shipment, and make payment as required by this Agreement.

D It is also agreed that equipment shipping dates reflected in this agreement or in Motorola proposals are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates

Section 5 ACCEPTANCE CRITERIA

A Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately

C Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance

Section 6 PAYMENT SCHEDULE

A Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of two million six hundred ninety thousand ($2,690,890.00) including the H-GAC administration fee The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B Customer will make a down payment of $ Ø in the form of a wire transfer, check, or cashier's check from a U S financial institution The balance of the purchase price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement No. 23214 executed between the parties. For customer's reference, the Federal Tax Identification number for Motorola is 36-1115800

C In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser

D For any additional payments, payments to Motorola shall be made as follows

(i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser

(ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt

E Payment of H-GAC's administrative fee

Motorola will pay H-GAC in accordance with the payment terms of Contract No. RA01-08

F TERM Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last

Section 7 PROJECT MANAGEMENT

A If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC

B All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement

Section 8 NOTICE ADDRESSES

A Motorola Solutions, Inc
1301 East Algonquin Road
Schaumburg, IL 60196
Attn Law Department

B

C Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn : Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order

Exhibit A General Provisions

Exhibit B Motorola Software License

Exhibit C Motorola's Statement of Work, System Description, Acceptance Test Plan and Equipment List

Exhibit E Above Warranty Services Statement of Work and Service Terms and Conditions

Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and the Purchaser will share the cost of the mediation equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR")

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas Both Motorola and Purchaser consent to jurisdiction over it by such a court The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below

MOTOROLA SOLUTIONS, INC.

By _____
(Signature)

Name Edward Fuerst
(Print - Block Letters)

Title Motorola Solutions Sales & Services Vice President
(Print - Block Letters)

Date: 6/27/11

PURCHASER

By _____
(Signature)

Name Mark Henry
(Print - Block Letters)

Title County Judge
(Print - Block Letters)

Date: 6/28/11

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F O B Destination Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments Title to the equipment shall pass to the Purchaser upon receipt at the F O B Destination After delivery to the F O B Destination, risk of loss and damage to the articles shall be borne by the Purchaser The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances

Section 4 CHANGES IN THE WORK

A The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery

B If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account

Section 6 EXCUSABLE DELAYS

A Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties Such acts shall include, but are not be limited to, acts of God, fire, strikes, material shortages; compliance with laws or regulations; riots, acts of war, or any other conditions beyond the reasonable control of the party or parties

B Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement Such delays will be subject to an Agreement addendum as described in Section 4

Section 7 DEFAULT

A If Motorola is wholly responsible for failure to make delivery or complete installation under the Agreement, the Purchaser may consider Motorola to be in default, unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions

B The Purchaser shall give Motorola written notice of such default and Motorola shall have thirty (30) days to provide a plan of action to cure the default If Motorola fails to cure the default, the Purchaser may terminate any unfulfilled portion of this Agreement or complete the system through a third party. In the event the Purchaser completes the system through a third party, Motorola shall be responsible for an amount in excess of the Agreement price, not to exceed the value of the terminated portion, incurred by the Purchaser in completing the system to a capability not exceeding that specified in the Agreement IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays which cause the installation and acceptance of this system, to be rescheduled beyond the Period of Performance set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays Such charges may include, but are not limited to, additional Engineering, rescheduling charges; storage charges, maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser and/or H-GAC harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser and/or H-GAC by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

Section 11 EQUIPMENT COMPATIBILITY; PRODUCT SUPPORT

Motorola agrees that the equipment, will perform in accordance with the specifications and representations stated in Motorola's Proposal and Equipment List included in this Agreement This Agreement does not extend to the performance of the equipment as a part of a larger system generally nor specifically to equipment in combination with products, elements or components not supplied by Motorola

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts

Section 12 WARRANTIES

A WARRANTY PERIOD Upon System Acceptance, the System Functionality representation described below is fulfilled The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period

B SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C Upon System Acceptance, this System Functionality representation is fulfilled After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes, ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C, v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C EQUIPMENT WARRANTY Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period All replaced parts of the Equipment shall become the property of Motorola

THIS WARRANTY DOES NOT APPLY TO

a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner

b) Defects or damage occurring from misuse, accident, water or neglect

c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Communications System Agreement

d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.

e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim

f) Equipment that has had the serial number removed or made illegible

g) Batteries (because they carry their own separate limited warranty).

h) Freight costs to the repair depot

i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment

j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment

k) Software

l) Normal or customary wear and tear

D Motorola Software Warranty Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable These are the complete warranties for the Equipment and Software provided pursuant to this Agreement

F THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR

OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW

Section 13 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable All other material and information of confidential nature marked Motorola PROPRIETARY and CONFIDENTIAL will be released as necessary under the following conditions·

(1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence

(2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed

(3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required

Section 14 SOFTWARE LICENSE

A Motorola Software Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply

Section 15 PATENT INDEMNIFICATION

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright ("Infringement Claim"), and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim, Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise, and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola, the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula, a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts

Section 16 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product

Section 17 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise right or power hereunder shall not operate as a waiver thereof

Section 18 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas

Section 19 ASSIGNABILITY

The Agreement may not be assigned by any party hereto other than Motorola may assign this order to one of its Subsidiaries as in the normal course of business

Section 20 MAINTENANCE SERVICE

During the Warranty Period for the Equipment, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Above Warranty Services Statement of Work and Service Terms and Conditions Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc , ("Motorola"), and __The City of Galveston ("Licensee")

For good and valuable consideration, the parties agree as follows

Section 1 DEFINITIONS

1 1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use

1 2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided)

1 3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution

1 4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed

1 5 "Primary Agreement" means the agreement to which this exhibit is attached

1 6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged

1 7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software, (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola, and (iii) may contain one or more items of software owned by a third party supplier The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation

Section 3 GRANT OF LICENSE

3 1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products This Agreement does not grant any rights to source code

3 2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement If requested by Licensee, Motorola will use commercially reasonable efforts to (i) determine whether any Open Source Software is provided under this Agreement, (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found), and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable)

Section 4 LIMITATIONS ON USE

4 1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation Any other use of the Software is strictly prohibited Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement

4 2 Licensee will not, and will not allow or enable any third party to (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code, (ii) modify, adapt, create derivative works of, or merge the Software, (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain, (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights, (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement, or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes, *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software

4 3 Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to (i) install a licensed copy of the Software on more than one unit of a Designated Product, or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued

4 4 When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely Licensee may make one copy of RSS for each licensed location Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request

4 5 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations Motorola is responsible for the payment of all expenses and costs of the Auditor Any

information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services) No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6 1 The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period") If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software Whether a defect occurs will be determined by Motorola solely with reference to the Documentation Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements Motorola makes no representations or warranties with respect to any third party software included in the Software

6 2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee

6 3 Warranty claims are described in the Primary Agreement

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation, *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement

Section 8 TERM AND TERMINATION

8 1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola

8 2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee

8 3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government)

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52 227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252 227-7013 (OCT 1988), if applicable The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement

Section 12 NOTICES

Notices are described in the Primary Agreement

Section 13 GENERAL

13 1 COPYRIGHT NOTICES The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software

13 2 COMPLIANCE WITH LAWS Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval Violation of this provision is a material breach of this Agreement

13 3 ASSIGNMENTS AND SUBCONTRACTING Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee

13 4 GOVERNING LAW This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity The terms of the U N Convention on Contracts for the International Sale of Goods do not apply In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement The governing law will be that in effect prior to the applicability of UCITA

13 5 THIRD PARTY BENEFICIARIES This Agreement is entered into solely for the benefit of Motorola and Licensee No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement

13 6 SURVIVAL Sections 4, 5, 6 3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement

13 7 ORDER OF PRECEDENCE In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter

13 8 SECURITY Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement

Exhibit C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement

Section 2 DEFINITIONS AND INTERPRETATION

2 1 "Agreement" means these Service Terms and Conditions, the cover page for the Service Agreement or the Installation Agreement, as applicable, and any other attachments, all of which are incorporated herein by this reference In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise

2 2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement

2 3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement This Agreement becomes binding only when accepted in writing by Motorola The term of this Agreement begins on the "Start Date" indicated in this Agreement

Section 4 SCOPE OF SERVICES

4 1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services

4 2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals, and routine service procedures that are prescribed by Motorola will be followed

4 3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires

4 4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice

4 5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments

4 6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment, remove that Equipment from the Agreement, or increase the price to Service such Equipment.

4 7 Customer must promptly notify Motorola of any Equipment failure Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement

Section 5 EXCLUDED SERVICES

5 1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner, use not in compliance with applicable industry standards, excessive wear and tear, or accident, liquids, power surges, neglect, acts of God or other force majeure events

5 2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes , upgrading or reprogramming Equipment, accessories, belt clips, battery chargers, custom or special products, modified units, or software, and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services Unless otherwise stated in this Agreement, the hours of Service will be 8 30 a m to 4 30 p m , local time, excluding weekends and holidays Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements, if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period All other charges will be billed monthly, and Customer must pay each invoice in U S dollars within twenty (20) days of the invoice date Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Section 10 DEFAULT/TERMINATION

10 1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party

10 2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement Upon the effective date of termination, Motorola will have no further obligation to provide Services

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12 1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties

12 2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement,

or other writing unless the purchase order, acknowledgement, or other writing specifically refers to this Agreement, clearly indicate the intention of both parties to override and modify this Agreement, and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13 1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement The obligations set forth in this Section survive the expiration or termination of this Agreement

13 2 Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data

13 3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction

Section 17 GENERAL TERMS

17 1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect

17 2 This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed

17 3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege

17 4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God

17 5 Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement

17 6 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates

17 7 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates

Pitner Trevlyn-BFCG37

From. Pitner Trevlyn-BFCG37
Sent: Tuesday, May 24, 2011 11 46 PM
To· paul wash@co mclennan tx us
Cc: randy plemons@co mclennan tx us, 'Greg Donahe'
Subject McLennan County Pricing Breakdown

Paul,

Here is the basic breakdown on pricing within the proposal·

Infrastructure $1,843,991
Subscriber Radios (Mobile/Portable) $1,029,002
Dispatch / Consoles $222,122
Point-to-Point $99,208

Total Equipment $3,194,323

Services including all engineering, project management, equipment staging, training, etc $1,890,677

Total $5,085,000

System Discount -less $260,000 (based on contract by 6/30/2011)

Total $4,825,000

As we discussed on the frequency purchase if needed, the Motorola/Maritel frequency purchase including all legal would be $275,000

My recommendation is to go to Commissioner's Court for authorization not to exceed $5,100,000 However initial contract at the onset would be for $4,825,000 and then if the VHF frequency purchase is needed then we would implement a change order to the project for this piece in the amount of $275,000 We should know about the frequencies within the first 60 days after project initiation and I actually see this change order being done by mid to late August at the latest.

Hope this makes sense I will be in Waco on Wednesday for meetings at Lacy Lakeview and Bellmead My plan is to see you guys (if you're available) sometime after 1 30 and we can discuss further if needed

Thanks,

Trevlyn

Trevlyn Pitner
Sr Account Manager
Government & Public Safety

Motorola Solutions, Inc
1507 LBJ Freeway Suite 700
Farmers Branch, TX 75234

817 470 1155 **mobile**
972 277 4666 **fax**
trevlyn.pitner@motorolasolutions.com

MOTOROLA

Financing Commitment Letter

Lessor:	Motorola Solutions, Inc.
Lessee:	Galveston County
Amount Financed:	$2,690,890
Term:	90 months
Transaction Type:	Municipal Tax-exempt Lease-Purchase (Non-Bank Qualified)
Payment Terms:	7 annual (arrears) payments of $426,845 20. 1st payment due 1/1/2013 and annually thereafter.
Interest Rate:	0% 1st 18 months 3.64% remaining term
Execution date of: Lease	on or before July 1, 2011
Documentation:	Offer and commitment are predicated upon the use of mutually agreed upon documentation, subject to applicable state and local laws.
Rate Lock:	In order to lock the interest rate, Lessee will need to execute this commitment letter and return it to the Lessor on or before 4:30pm CST on 6/28/11. The letter can be faxed to 847-538-2279 or scanned and returned via email to bill.stancik@motorolasolutions.com. Upon receiving the executed commitment letter, the stated interest rate and the rate outlined in the attached Equipment Lease-Purchase Agreement Schedule A # 23214 will be locked. Lessor may intend to protect itself from interest rate fluctuations by purchasing an interest rate swap for this transaction or by use some other means to minimize its interest rate exposure. If for any reason the Lessee fails to enter into a Lease Agreement (containing the terms and conditions outlined herein) with the Lessor on or before July 1, 2011, the Lessee agrees to pay all costs associated with terminating the interest rate swap or any other costs the Lessor may have related to terminating this transaction.
Lessee Insurance:	Lessee to be insured through a commercial carrier or self-insurance and provide evidence of coverage amount and type (fire and extended coverage, public liability and property damage insurance) as contractually required.
Fees or Closing Costs:	None. However, the Lessee will be responsible for any of its own fees or expenses, or those of any attorneys, consultants or advisors it may engage

Agreed and accepted this 28th day of June, 2011.

Lessee: Galveston County

By: Mark Henry

Title: County Judge

Scanning Device

Device Name:	172.21.21 49
Scan Time	06/28/11 16.25:07
Sender's Account	DC-CC17XER

Sender

RightFax ID	DC-CC17XER
Name	Galveston County
Voice Number	
Fax Number	

Destination

Fax Number	918475382279
Name:	Fax User
Company	
Voice Number	

Consist

Type:	Fax
Coverpage	does not have a cover page
Body Pages	2
Billing Code #1	
Billing Code #2	
Unique ID	DC-4E0A00E8697C

Results

Result	Success
Submitted at	06/28/11 16.27.19
Completed at	06/28/11 16.27 41
Remote CSID	Unknown
Fax Channel.	12

MOTOROLA

Financing Commitment Letter

Lessor	Motorola Solutions, Inc
Lessee	Galveston County
Amount Financed	$7 690 890
Term	90 months
Transaction Type	Municipal Tax-exempt Lease Purchase (Non Bank Qualified)
Payment Terms	7 annual (arrears) payments of $426 845 20 1st payment due 1/1/2013 and annually thereafter
Interest Rate:	0% 1st 18 month 3 64% remaining term
Execution date of Lease	on or before July 1 2011
Documentation	Offer and commitment are predicated upon the use of mutually agreed upon documentation subject to applicable state and local law
Rate Lock	In order to lock the interest rate Lessee will need to execute this commitment letter and return it to the Lessor on or before 4 30pm CST on 6/28/11 The letter can be faxed to (847 538 2279 or scanned and returned via email to bill.stancik@motorolasolutions.com Upon receiving the executed commitment letter the stated interest rate and the rate outlined in the attached Equipment Lease Purchase Agreement Schedule A # 23214 will be locked Lessor may intend to protect itself from interest rate fluctuations by purchasing an interest rate swap for the transaction or by use some other means to minimize its interest rate exposure If for any reason the Lessee fails to enter into a Lease Agreement (containing the terms and conditions outlined herein) with the Lessor on or before July 1 2011 the Lessee agrees to pay all costs associated with terminating the interest rate swap or any other costs the Lessor may have related to terminating this transaction
Lessee Insurance	Lessee to be insured through a commercial carrier or self insurance and provide evidence of coverage amount and type (fire and extends coverage public liability and property damage insurance) as contractually required
Fees or Closing Costs	None However the Lessee will be responsible for any of its own fees or expenses or those of any attorneys consultants or advisors it may engage

Agreed and accepted this 28th day of June, 2011

← CALL ME RE: THESE — ASAP!

MOTOROLA

June 28, 2011

Major Tuttorlmondo
Galveston County
722 21st Street
Galveston TX 77550

Dear Major Tuttorlmondo

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #23214 are valid for contracts that are executed and returned to Motorola on or before **July 1, 2011** It is acceptable to fax documents to 847-538-2279 or scan and email to bill stancik@motorolasolutions com. Originals should be sent overnight to the address listed below

After **July 1, 2011** the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates or pursue any remedies that are available under the terms of the Financing Commitment letter.

Please have the documents executed where indicated and forward the documents to the following address

Motorola Solutions, Inc
Attn Bill Stancik / 5th Floor
1301 East Algonquin Road
Schaumburg, IL 60196

Should you have any questions please contact me at 847-538-4531

Thank You,

MOTOROLA SOLUTIONS, INC
Bill Stancik

MOTOROLA

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1 Complete Billing Address: Galveston County
P. O. Box 1418
Galveston, TX 77553

Attention: Accounts Payable

Phone: 409-770-5301

2 Lessee County Location: Galveston County, Texas

3 Federal Tax I D Number: 74-6000908

4 Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department _____

5 Equipment description that you would like to appear on your invoicing _____

Appropriate Contact for Documentation / System Acceptance Follow-up

6 Appropriate Contact & Mailing Address: Maj. Ray Tuttolmondo
601 54th St., Suite 2100
Galveston, TX 77551-1148

Phone: 409-766-2369

Fax: 409-765-3100

7 Payment remit to address: **Motorola Credit Corp**
P O Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23214

LESSEE:

Galveston County
722 21st Street
Galveston TX 77550

LESSOR:

Motorola Solutions, Inc.
1301 E Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease")

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Subject to the Texas Prompt Pay Act, any payments received later than thirty (30) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc pursuant to contract (the "Contract") covering the Equipment Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee") LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter

6. **LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that. (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee, (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code, and (ix) Lessee will be the only entity to own the equipment The Lessee and those volunteer fire departments located in Galveston County that are engaged in those public safety activities for which they are incorporated, will be the only entities to use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. **TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon delivery of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof, (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vost in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto,

security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. **USE, REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor

9. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10 **LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. **LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. **RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss

13 **INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self insure against any or all such risks All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto

14 **INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,

purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or, (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees or the volunteer fire departments located in Galveston County . Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee, provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for thirty (30) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies. (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder, and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time Any such notice shall be deemed to have been received five days subsequent to such mailing

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21 GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease

23 ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 28 day of June, 2011

LESSEE:	**LESSOR:**
GALVESTON COUNTY	**MOTOROLA SOLUTIONS, INC.**
By Mark Henry	By _____
Title: County Judge	Title _____

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement #23214 dated 6/28/2011 by and between Motorola Solutions, Inc and the Lessee, I am of the opinion that (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto, (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Harvey Bazaman

Attorney for **GALVESTON COUNTY** HARVEY BAZAMAN

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: 23214

This Equipment Schedule dated as of 6/28/11 is being executed by MOTOROLA SOLUTIONS, INC ("Lessor") and **GALVESTON COUNTY** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23214** dated as of 6/28/11 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List
Equipment Location: TX	

Initial Term: 90 Months **Commencement Date: 7/1/2011**
First Payment Due Date: 1/1/2013

7 annual payments of $426,845.20 as outlined in the attached Schedule B, plus Sales/Use Tax of $0 00, payable on the Lease Payment Dates set forth in Schedule B

EXECUTED as of the date first herein set forth

LESSEE	LESSOR
GALVESTON COUNTY	**Motorola Solutions, Inc.**
By Mark Henry	By
Title County Judge	Title

Galveston County (Schedule B)

Compound Period	Annual	
Nominal Annual Rate	0 %	7/1/11-1/1/2013
Nominal Annual Rate	3.64 %	1/2/2013-1/1/2019

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	7/1/2011	$2,690,890 00	1		
2	Payment	1/1/2013	$426,845 20	7	Annual	1/1/2019

AMORTIZATION SCHEDULE - Normal Amortization

Loan 7/1/2011 $2,690,890.00

Payment #	Due Date	Payment	Interest	Principal	Balance
1	1/1/2013	$426,845.20	$0 00	$426,845 20	$2,264,044 80
2	1/1/2014	$426,845 20	$82,411 23	$344,433.97	$1,919,610.83
3	1/1/2015	$426,845 20	$69,873 84	$356,971.36	$1,562,639 47
4	1/1/2016	$426,845 20	$56,880.08	$369,965 12	$1,192,674 35
5	1/1/2017	$426,845 20	$43,413.35	$383,431 85	$809,242 50
6	1/1/2018	$426,845 20	$29,456 43	$397,388 77	$411,853.73
7	1/1/2019	$426,845 20	$14,991 47	$411,853.73	$0 00
Grand Totals		$2,987,916 40	$297,026 40	$2,690,890 00	

Last Interest amount decreased by 0 01 due to rounding

INITIAL INSURANCE REQUIREMENT $2,690,890.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule

LESSEE	LESSOR
GALVESTON COUNTY	Motorola Solutions, Inc
By Mark Henry	By
Title County Judge	Title
Date 6/28/11	Date

CERTIFICATE OF INCUMBENCY

I, Dwight Sullivan, County Clerk do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **GALVESTON COUNTY,** an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23214** dated 6/28/11, and Schedule A number **23214** dated 6/28/11, between **GALVESTON COUNTY** and Motorola Solutions, Inc

Name	Title	Signature
Mark Henry	County Judge	Mark Henry

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **GALVESTON COUNTY,** hereto this **30th** day of June, 2011

DWIGHT D. SULLIVAN, County Clerk

By: Brandy Chapman **Deputy**
(Signature of Secretary/Clerk)

Brandy Chapman

SEAL

June 28, 2011

Motorola, Inc
1301 E. Algonquin Road
Schaumburg, IL 60196

RE: Self-Insurance for a Schedule Number **23214** to that certain Equipment Lease Purchase Agreement Number **23214** dated the 28 day of June, 2011, by and between **GALVESTON COUNTY** as Lessee and Motorola, Inc as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1 To be fully and financially responsible for any and all partial or total loss of the collateral;

2. To notify you in writing, immediately upon any loss of, or damage to, the collateral,

3 To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;

4 To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;

5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;

6 To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;

7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;

8. Upon Request, to provide you with a copy of our annual CAFR (Comprehensive Annual Financial Report) (the most recent of which is readily available on the Internet at www co galveston.tx.us) and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9 In the event that the undersigned fails to furnish the insurance policy required under paragraph 8 then, in such event, you may either declare the contract in default, or, at your option, obtai insurance coverage protecting your interest in the collateral and add the costs thereof to the ther outstanding balance.

10. To be fully and financially responsible for any loss, damage, injury or accident involving o resulting from use of the Equipment

11 To provide Lessor with written notice of any claims for loss, damage, injury or acciden involving or resulting from use of the Equipment, and make available to Lessor all informatior and documentation relating thereto.

12 In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative

LESSEE: GALVESTON COUNTY

By: _____
Mark Henry

Title County Judge

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

Two-way radio communications for county government & volunteer fire operations

2. Why is the equipment essential to the operation of **GALVESTON COUNTY?**

Delivery of emergency and non-emergency government services

3. Does the equipment replace existing equipment?

Yes, in part

If so, why is the replacement being made?

Compatibility with FCC mandates

4. Is there a specific cost justification for the new equipment?

N/A

If yes, please attach outline of justification

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Sources to be determined by County's governing body

Lessee. **GALVESTON COUNTY**

By: Mark Henry

Mark Henry

Its: County Judge

Date: **6/28/11**

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date _____

Lease Schedule A Date _____

Equipment Lease Purchase Agreement No 23214 Lease Schedule A No 23214

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23214 dated _____. See Schedule A for a detailed Equipment List.

LESSEE

GALVESTON COUNTY

By

Date _____

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on June 28, _, 2011 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of 6/28, 2011, between **GALVESTON COUNTY**(Lessee) and Motorola Solutions, Inc (Lessor)
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

   Authorized Individual(s): Mark Henry, County Judge
   Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: [signature]

Attested By: Dwight D. Sullivan, County Clerk
By [signature]

Name and Title : Mark Henry, County Judge

Name and Title: Brandy Chapman, Deputy

Form **8038-G** (Rev. May 2010)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions

Caution: If the issue price is under $100,000, use Form 8038-GC

OMB No. 1545-0720

Part I Reporting Authority — If Amended Return, check here ▶ ☐

1 Issuer's name: Galveston County

2 Issuer's employer identification number (EIN)

3 Number and street (or P.O. box if mail is not delivered to street address): 722 21st Street — Room/suite: E

4 Report number (For IRS Use Only)

5 City, town, or post office, state, and ZIP code: Galveston TX 77550

6 Date of issue: 7/1/2011

7 Name of issue: Equipment Lease-Purchase #23214

8 CUSIP number

9 Name and title of officer or other person whom the IRS may call for more information: Major Tuttolimondo

10 Telephone number of officer or other person: ( )

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	2,588,503.34
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/2019	$ 2,588,503.34	$	7.5 years	3.282 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 |

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) | 36a |

b Enter the final maturity date of the GIC ▶

37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units | 37a |

b If this issue is a loan made from the proceeds of another tax exempt issue, check box ▶ ☐ and enter the name of the issuer ▶ and the date of the issue ▶

38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

40 If the issuer has identified a hedge, check box ▶ ☐

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Mark Henry — Signature of issuer's authorized representative — Date: 6/28/11 ▶ Mark Henry, County Judge — Type or print name and title

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶		EIN	
		Phone no. ( )	

AGENDA ITEM #19

CORIZON

RECEIVED
JUL 07 2011
GALVESTON COUNTY
LEGAL DEPARTMENT

July 5, 2011

via UPS

Mr Harvey Bazaman
Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, TX 77550

Dear Mr Bazaman

Attached are three (3) partially executed originals of the Second Amendment between Galveston County and Corizon, Inc , a/k/a/ Correctional Medical Services, Inc , signed by Todd Sparlin, Vice President Finance **Please return one (1) fully executed original for our records.**

If you have any questions or concerns, please don't hesitate to contact me at (800) 325-4809, extension 9102

Sincerely,

Debbie Bailey

Debbie L Bailey
Senior Executive Assistant Operations

/dlb
Enclosures

one back to
Corizon -
one to Brandy Chapman county clerk
one to Mike Henson
JAIL

was on 6/28/11
Agenda

SECOND AMENDMENT TO AGREEMENT BETWEEN GALVESTON COUNTY and CORIZON, INC. A/K/A CORRECTIONAL MEDICAL SERVICES

1 This **Second Amendment to Agreement** is entered into between the **County of Galveston** and **Corizon, Inc. a/k/a Correctional Medical Services, Inc ("CMS")** Its purpose is to extend the term of the current Agreement between the parties for an additional one-year period

2. The parties entered into an agreement to provide health care services to the Galveston County Jail beginning October 1, 2009 A copy of the agreement may be found in the September 23, 2009 Commissioners' Court Minutes located in the Official Microfilm Records of the County Clerk of Galveston County, Texas.

3. By letter dated September 9, 2010, CMS notified the County that the compensation to be paid by the County for the period of time beginning October 1, 2010 would increase from $3,799,991 to $4,027,990. Although CMS also initially sought to increase the base billing for the Gulf Coast Center, by email dated October 7, 2010 CMS agreed to waive the increase and to maintain the amount paid by the Gulf Coast Center at $170,000

4 The parties amended the Agreement on one prior occasion This amendment, which reduced the amount of professional liability coverage to be paid by the OB/GYN physician providing onsite services at the jail may be found in the Commissioners' Court minutes of April 14, 2010

5 Article IX of the Agreement provides that the Agreement may be renewed for periods of one (1) year each up to a maximum of an additional three (3) years The parties mutually desire to renew this agreement for a period of three months, beginning October 1, 2011 and ending December 31, 2011

6 The parties agree that the base compensation to be paid CMS for the three months beginning October 1, 2011is $4,269,669, payable in twelve equal monthly installments of $355,805 75 each This is a 6% increase in cost as is provided for in the Original Agreement. This annualized price of $4,269,669 will be adjusted to reflect the actual change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region (Series ID CUUR0300SAM) from October 1, 2010 through September 30, 2011 plus three percent (3%) up to a maximum adjustment of six percent (6%) The actual CPI will be computed by the parties within fifteen (15) business days of the publishing of the September 2011 CPI values by the US Bureau of Labor Statistics

7. If warranted by the actual CPI computation, the County will be issued a credit memo or refund, whichever is appropriate, by CMS for any of the months previously invoiced at $355,805 75 (October, November, and December, 2011) within thirty (30) days of the actual CPI publishing The base billing for the Gulf Coast Center will not increase In addition, in accordance with Section 10 3 of the Agreement, the per diem increase for each inmate exceeding 1,060 will be increased from $4 47 to $4 74 per day

8 All provisions in the original Agreement that are contrary to the provisions in this amendment are deemed amended so as to be in compliance with the terms of this amendment

9 All other provisions of the Agreement will remain the same

10 The parties further agree that the Agreement dated effective October 1, 2011 and the amendment listed in paragraph four above constitute the complete understanding of the parties 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 effective October 1, 2011 or these two amendments

Executed the 28th day of June, 2011

Galveston County

By _____
Mark Henry, County Judge

Attest:
_____
Dwight D. Sullivan, County Clerk

Corizon, Inc. a/k/a Correctional Medical Services, Inc.

By: _____
Todd Sparlin
Vice President Finance

depts\purchGalveston CMS 2009 Second Amendment

AGENDA ITEM #20

NO

BACK – UP

PROVIDED

AGENDA ITEM #21a

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

June 22, 2011

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

Re Bid #B111045, Owens Drive Improvements

Gentlemen,

On June 7, 2011 bids were opened for Bid #B111045, Owens Drive Improvements, at which time six (6) bids were received from the following companies

• Metro City Construction, L P	Houston, TX	$1,637,288 75
• Triple B Services, LLP	Huffman, TX	$1,673,720 75
• AAA Asphalt Paving, Inc	Houston, TX	$1,690,072 60
• Mai-Con Services, LLC	Pasadena, TX	$1,715,021 20
• Harris Construction Co , Ltd	Houston, TX	$1,776,821 40
• R W Lucas Construction, LLC	League City, TX	$1,818,317 30

The lowest responsible bid was received from Metro City Construction, L P The County Engineer and I recommend that you award this bid to Metro City Construction, L P

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From:	Fitzgerald, Mike
Sent·	Thursday, June 16, 2011 8 55 PM
To·	Crowder, Rufus
Cc.	Henry, Mark, Doyle, Patrick, O'Brien, Kevin, 'clarkken@juno com', Clark, Ken, Grady, Patricia, Lewis, Roxann, Lopez, Renelle, Gilliam, Cindy, Mabry, Celia-Frances, McCullough, Darla
Subject	Fw 1306-005-00, C1 Recommendation of Award for Owens Drive Improvements
Attachments·	Recommendation of Award pdf

Rufus, attached is the bid tabulation for Owens Dr It is my recommendation that the project be awarded to the low responsible bidder,Metro City Construction, per their bid in the amount of $1,637,288.75

-----Original Message-----
From Camp, Marguerite <MCamp@PateEng com>
To Fitzgerald, Mike
CC Sellers, Travis <TSellers@PateEng Com>, Brock, Jason <JBrock@PateEng com>
Sent Mon Jun 13 11 35 51 2011
Subject 1306-005-00, C1 Recommendation of Award for Owens Drive Improvements

Mike,

Please see attached The original will be sent by Lone Star Overnight If you have any questions, please call or email

Thank you

Marguerite A Camp

Contract Administrator

Construction Phase Services

PATE ENGINEERS, INC

13333 Northwest Freeway, Suite 300

Houston, Texas 77040-6071

713-462-3178 (main) 832-590-7124 (direct)

713-462-3015 (fax)** *NEW***

PATE ENGINEERS

June 13, 2011

Galveston County
722 Moody, 1st Floor
Galveston, Texas 77550

Attention: Mr Mike Fitzgerald, P E , County Engineer

Reference: Owens Drive Improvements (From F.M 517 to North of Night Shade Drive), Galveston County; PATE Job No. 1306-005-00, Contract No. 1

Dear Mr Fitzgerald

In accordance with your instructions, bids were opened and read on June 7, 2011, for construction of the above referenced project A copy of the Bid Tabulation is attached

We have examined the bids and find all of them to be complete and in order with the exception of minor mathematical errors which did affect the outcome The references and financial statements have been checked

We, therefore, recommend award of the contract to the low bidder, Metro City Construction, L P in the amount of $1,637,288 75

If you have any questions or comments, please call

Very truly yours,

PATE ENGINEERS, INC.
TBPE F-002726

Travis S Sellers, P.E
Senior Project Manager
Construction Phase Services

TSS/mac
J:\1300\130600500 Owens Drive Galveston County Bond Program\450 CPS\060 Corres\REC OF AWARD TO_OWNER doc

cc Bob Smithers, Metro City Construction, L.P
PATE CP File (B)

BID TAB

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F M 517 to North of Night Shade Drive)

JOB NO 1306-005 00 CONTRACT NO 1
Bids Opened June 7 2011 at 2 00 p m.

Item No.	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction L.P Unit Price	Metro City Construction L.P Total Cost	Triple B Services, L.L.P Unit Price	Triple B Services, L.L.P Total Cost	AAA Asphalt Paving Inc. Unit Price	AAA Asphalt Paving Inc. Total Cost	MAR-CON Services, LLC Unit Price	MAR-CON Services, LLC Total Cost	Harris Construction Company Ltd. Unit Price	Harris Construction Company Ltd. Total Cost	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost
EARTHWORK ITEMS															
1	37	STA	Preparing of Right of-Way for Construction, Complete in Place	$2 690 00	$99 530 00 *	$675 00	$24 975 00	$300 00	$11 100 00	$180 10	$6 663 70	$3 880 00	$143 560 00	$250 00	$9 250 00
2	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material All Depths, Complete in Place	$484 00	$15 488 00	$600 00	$19 200 00	$1 250 00	$40 000 00	$392 70	$12 566 40	$775 00	$24 800 00	$1 000 00	$32 000 00
3	370	S Y	Remove and Legally Dispose of Existing Concrete Paving including Sawcut, All Depths Complete in Place	$1 55	$573 50	$20 00	$7 400 00	$6 50	$2 405 00	$3 50	$1,295 00	$6 25	$2 312 50	$10 00	$3 700 00
4	7 685	C Y	Excavation (Roadway) Measured by Plan Quantity Complete in Place	$6 35	$48 799 75	$5 75	$44 188 75	$10 00	$76,850 00	$7 80	$59 943 00	$8 95	$68 780 75	$9 00	$69 165 00
5	654	C Y	Embankment Measured by Plan Quantity Complete in Place	$7 35	$4 806 90	$9 75	$6 376 50	$2 75	$1 798 50	$4 60	$3 008 40	$3 60	$2 354 40	$12 00	$7 848 00
6	900	L F	Clean and Reshape Ditches as Shown on the Plans Complete in Place	$4 05	$3 645 00	$5 45	$4 905 00	$10 00	$9 000 00	$4 50	$4 050 00	$4 20	$3 780 00	$5 00	$4 500 00
SUBTOTAL EARTHWORK ITEMS					**$172,843 15 ***		**$107,045.25**		**$141,153 50**		**$87 526 50**		**$245,587.65**		**$126,463 00**
PAVING ITEMS															
7	10 100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade Complete in Place	$2 00	$20 200 00	$1 95	$19 695 00	$3 00	$30,300 00	$2 00	$20 200 00	$3 15	$31 815 00	$2 00	$20 200 00
8	165	TON	*Furnish Lime (6% by Dry Weight)* Complete in Place	$139 70	$23 050 50	$150 00	$24 750 00	$145 00	$23 925 00	$148 00	$24 420 00	$160 00	$26 400 00	$160 00	$26 400 00
9	9 900	S Y	Furnish and Install 8-inch Reinforced Concrete Pavement Complete in Place	$35 80	$354 420 00	$32 50	$321 750 00	$37 00	$366 300 00	$38 00	$376 200 00	$32 85	$325,215 00	$32 00	$316 800 00
10	1 100	S Y	Construct & Pave 6 inch Concrete Driveways Complete in Place	$39 00	$42 900 00	$45 00	$49 500 00	$50 00	$55 000 00	$43 30	$47 630 00	$30 75	$33 825 00	$36 00	$39 600 00
11	350	L F	Furnish and Install 6-inch Slotted Curb Complete in Place	$4 00	$1 400 00	$6 95	$2 432 50	$20 00	$7 000 00	$2 50	$875 00	$2 75	$962 50	$4 00	$1 400 00
12	5 500	L F	Furnish and Install 6-inch Reinforced Concrete Curb Complete in Place	$2 05	$11 275 00	$3 40	$18 700 00	$2 50	$13 750 00	$1 90	$10 450 00	$2 15	$11 825 00	$3 00	$16 500 00

**** = Bidder Mathmatical Error***
**** = Bidder Written Word Error**

Item No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Metro City Construction, L P Unit Price	Metro City Construction, L P Total Cost	Triple B Services, L L.P Unit Price	Triple B Services, L L.P Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services LLC Unit Price	MAR-CON Services LLC Total Cost	Harris Construction Company Ltd. Unit Price	Harris Construction Company Ltd. Total Cost	RW Lucas Construction LLC Unit Price	RW Lucas Construction LLC Total Cost
13	2 600	S Y	Furnish and Install 4 1 2 inch Reinforced Concrete Sidewalks Complete in Place	$43 55	$113 230 00	$32 50	$84 500 00	$45 00	$117 000 00	$40 30	$104 780 00	$27 65	$71 890 00	$30 00	$78 000 00
14	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps Complete in Place	$924 00	$3 696 00	$1 500 00	$6 000 00	$1 100 00	$4 400 00	$1 019 40	$4 077 60	$1 015 00	$4 060 00	$559 00	$2 236 00
15	75	L F	Furnish and Install Safety Rail Complete in Place	$97 00	$7,275 00	$115 00	$8 625 00	$65 00	$4 875 00	$68 40	$5 130 00	$87 00	$6 525 00	$76 00	$5 700 00
16	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot Complete in Place	$48 00	$1 920 00	$130 00	$5 200 00	$66 14	$2 645 60	$85 00	$3 400 00	$71 95	$2 878 00	$50 00	$2,000 00
17	11	EA	Remove and Relocate Existing Traffic Signs Complete in Place	$410 00	$4,510 00	$400 00	$4 400 00	$165 00	$1 815 00	$448 00	$4 928 00	$210 00	$2 310 00	$75 00	$825 00
18	9	EA	Furnish and Install Roadside Sign Assembly Complete in Place	$410 00	$3 690 00	$400 00	$3 600 00	$325 00	$2 925 00	$448 00	$4 032 00	$335 00	$3 015 00	$260 00	$2 340 00
19	5 250	L F	Furnish and Install Reflectorized Pavement Markings Type I 4 inch Yellow Solid Complete in Place	$0 45	$2 362 50	$0 45	$2 362 50	$0 65	$3 412 50	$0 50	$2 625 00	$0 70	$3 675 00	$0 40	$2 100 00
20	100	L F	Furnish and Install Reflectorized Pavement Markings Type I 8 inch White Solid Complete in Place	$0 92	$92 00	$0 90	$90 00	$1 75	$175 00	$1 00	$100 00	$2 00	$200 00	$1 00	$100 00
21	80	L F	Furnish and Install Reflectorized Pavement Markings Type I 12-inch White Solid Complete in Place	$2 25	$180 00	$2 20	$176 00	$5 70	$456 00	$2 50	$200 00	$6 00	$480 00	$2 00	$160 00
22	200	L F	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid Complete in Place	$4 50	$900 00	$4 40	$880 00	$8 15	$1 630 00	$4 90	$980 00	$8 50	$1 700 00	$4 50	$900 00
23	130	EA	Furnish and Install 4 inch Square Pavement Marker (Type II A A) Complete in Place	$3 60	$468 00	$3 50	$455 00	$5 25	$682 50	$3 90	$507 00	$500 00	$65 000 00 **	$4 00	$520 00
24	2	EA	Furnish and Install Reflectorized Pavement Markings Words and Shapes Complete in Place	$205 00	$410 00	$200 00	$400 00	$255 00	$510 00	$224 00	$448 00	$300 00	$600 00	$100 00	$200 00
SUBTOTAL PAVING ITEMS					**$591,979 00**		**$553,516 00**		**$636,801 60**		**$610 982 60**		**$592,375.50 ** **		**$515 981 00**
EROSION CONTROL ITEMS															
25	1	L S	Pollution Prevention Implementation including Maintenance including Permitting Inspections and Reporting for all Pollution Prevention Measures as shown on the plans Complete in Place	$3 312 00	$3 312 00	$2 100 00	$2 100 00	$3 350 00	$3 350 00	$4 340 00	$4 340 00	$1 975 00	$1 975 00	$3 000 00	$3 000 00
26	1	L S	Furnish and Install Reinforced Fabric Barrier Complete in Place	$873 00	$873 00	$7 500 00	$7 500 00	$1 500 00	$1 500 00	$2 856 00	$2 856 00	$4 400 00	$4 400 00	$1 000 00	$1 000 00

*** = Bidder Mathmatical Error**
**** = Bidder Written Word Error**

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction, L P Unit Price	Metro City Construction, L P Total Cost	Triple B Services, L L.P Unit Price	Triple B Services, L L.P Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services L L C Unit Price	MAR-CON Services L L C Total Cost	Harris Construction Company Ltd. Unit Price	Harris Construction Company Ltd. Total Cost	RW Lucas Construction L L C Unit Price	RW Lucas Construction L L C Total Cost
27	800	L F	Furnish and Install Inlet Protection Barrier Complete in Place	$5 00	$4 000 00	$3 25	$2 600 00	$3 50	$2 800 00	$1 20	$960 00	$1 95	$1 560 00	$2 50	$2 000 00
28	3	AC	Furnish and Install Broadcast Seeding Complete in Place	$513 00	$1 539 00	$575 00	$1 725 00	$650 00	$1 950 00	$616 00	$1 848 00	$775 00	$2 325 00	$1 500 00	$4 500 00
29	1 000	S Y	Furnish and Install Block Sodding 16 inch Strip behind Curb Complete in Place	$3 35	$3 350 00	$2 75	$2 750 00	$3 50	$3 500 00	$3 00	$3 000 00	$4 75	$4 750 00	$3 00	$3 000 00
SUBTOTAL EROSION CONTROL ITEMS					**$13 074 00**		**$16 675 00**		**$13 100 00**		**$13 004 00**		**$15 010 00**		**$13 500 00**
WATERLINE ITEMS															
30	3	EA	Adjust Water Valve Box to Proposed Grade Complete in Place	$200 00	$600 00	$400 00	$1 200 00	$250 00	$750 00	$42 30	$126 90	$450 00	$1 350 00	$300 00	$900 00
SUBTOTAL WATERLINE ITEMS					**$600 00**		**$1,200 00**		**$750.00**		**$126.90**		**$1,350 00**		**$900 00**
DRAINAGE ITEMS															
31	25	L F	Remove and Legally of Dispose Existing 12 inch Concrete Pipe	$4 00	$100 00	$20 50	$512 50	$9 50	$237 50	$4 30	$107 50	$6 90	$172 50	$19 00	$475 00
32	190	L F	Remove and Legally Dispose of Existing 15-inch Concrete Pipe	$4 00	$760 00	$21 00	$3 990 00	$9 50	$1 805 00	$4 30	$817 00	$7 25	$1 377 50	$19 00	$3 610 00
33	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe	$4 00	$880 00	$22 50	$4 950 00	$9 50	$2 090 00	$4 30	$946 00	$8 25	$1 815 00	$19 00	$4 180 00
34	300	L F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe	$4 00	$1 200 00	$22 50	$6 750 00	$12 00	$3 600 00	$4 30	$1.290 00	$9 50	$2 850 00	$20 00	$6 000 00
35	660	L F	Remove and Legally Dispose of Existing 30-inch Concrete Pipe	$4 00	$2 640 00	$22 50	$14 850 00	$12 00	$7 920 00	$4 30	$2 838 00	$10 75	$7 095 00	$19 50	$12 870 00
36	200	L F	Remove and Legally Dispose of Existing 36 inch Concrete Pipe	$4 00	$800 00	$22 75	$4 550 00	$12 00	$2 400 00	$4 30	$860 00	$12 00	$2 400 00	$20 00	$4 000 00
37	18	EA	Remove and Legally Dispose of Existing 15-inch SET	$89 95	$1 619 10	$350 00	$6 300 00	$200 00	$3 600 00	$256 00	$4 608 00	$210 00	$3 780 00	$95 00	$1 710 00
38	2	EA	Remove and Legally Dispose of Existing 18-inch SET	$89 95	$179 90	$400 00	$800 00	$200 00	$400 00	$256 00	$512 00	$275 00	$550 00	$97 00	$194 00
39	1	EA	Remove and Legally Dispose of Existing 30-inch SET	$139 92	$139 92	$425 00	$425 00	$200 00	$200 00	$256 00	$256 00	$300 00	$300 00	$226 00	$226 00
40	4	EA	Remove and Legally Dispose of Existing 36 inch SET	$139 92	$559 68	$450 00	$1 800 00	$200 00	$800 00	$256 00	$1 024 00	$360 00	$1 440 00	$242 00	$968 00
41	15	EA	Remove and Legally Dispose of Existing Grate Inlet	$159 90	$2 398 50	$450 00	$6 750 00	$300 00	$4 500 00	$57 20	$858 00	$415 00	$6 225 00	$218 00	$3 270 00
42	40	L F	Furnish and Install 12 inch RCP (Class III C-76) All Depths Complete in Place	$27 20	$1 088 00	$35 00	$1 400 00	$25 00	$1 000 00	$40 50	$1 620 00	$34 00	$1 360 00	$45 00	$1 800 00

* = Bidder Mathmatical Error
** = Bidder Written Word Error

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction, L.P Unit Price	Metro City Construction, L.P Total Cost	Triple B Services L L P Unit Price	Triple B Services L L P Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services, L L C Unit Price	MAR-CON Services, L L C Total Cost	Harris Construction Company, Ltd. Unit Price	Harris Construction Company, Ltd. Total Cost	RW Lucas Construction L L C Unit Price	RW Lucas Construction L L C Total Cost
43	125	L F	Furnish and Install 15 inch RCP (Class III C 76) All Depths Complete in Place	$32 90	$4 112 50	$40 00	$5 000 00	$27 00	$3 375 00	$42 50	$5 312 50	$35 35	$4 418 75	$62 00	$7 750 00
44	410	L F	Furnish and Install 18 inch RCP (Class III C 76) All Depths Complete in Place	$34 80	$14 268 00	$50 00	$20 500 00	$35 00	$14 350 00	$57 30	$23 493 00	$40 90	$16 769 00	$90 00	$36 900 00
45	940	L F	Furnish and Install 24 inch RCP (Class III C 76) All Depths Complete in Place	$52 50	$49 350 00	$55 00	$51 700 00	$38 00	$35 720 00	$45 00	$42 300 00	$64 50	$60 630 00	$96 00	$90 240 00
46	980	L F	Furnish and Install 30-inch RCP (Class III C - 76) All Depths Complete in Place	$60 00	$58 800 00	$65 00	$63 700 00	$47 00	$46 060 00	$53 10	$52 038 00	$83 85	$82 173 00	$96 00	$94 080 00
47	170	L F	Furnish and Install 36 inch RCP (Class III C-76) All Depths Complete in Place	$74 00	$12 580 00	$85 00	$14 450 00	$64 00	$10 880 00	$74 30	$12 631 00	$101 00	$17 170 00	$111 00	$18 870 00
48	685	L F	Furnish and Install 48-inch RCP (Class III C 76) All Depths Complete in Place	$109 00	$74 665 00	$125 00	$85 625 00	$98 00	$67 130 00	$98 50	$67 472 50	$134 30	$91 995 50	$133 00	$91 105 00
49	940	L F	Furnish and Install 54-inch RCP (Class III C 76) All Depths Complete in Place	$143 00	$134 420 00	$165 00	$155 100 00	$145 00	$136 300 00	$141 30	$132 822 00	$180 00	$169 200 00	$176 00	$165 440 00
50	24	L F	Furnish and Install 54-inch CMP (Galvanized Steel Type 1 R) All Depths Complete in Place	$114 00	$2 736 00	$160 00	$3 840 00	$75 00	$1 800 00	$117 80	$2 827 20	$175 00	$4 200 00	$200 00	$4 800 00
51	130	L F	Furnish and Install 4 x2 RCB C 1433, All Depths Complete in Place	$164 00	$21 320 00	$170 00	$22 100 00	$165 00	$21 450 00	$169 90	$22 087 00	$192 00	$24 960 00	$163 00	$21 190 00
52	2	EA	Furnish and Install 54-inch RCP to 4 x2 RCB Junction Box All Depths Complete in Place	$12 000 00	$24 000 00	$7 050 00	$14 100 00	$14 250 00	$28 500 00	$11 172 00	$22 344 00	$8 200 00	$16 400 00	$6 950 00	$13 900 00
53	40	EA	Furnish and Install Type B-B Inlet Complete in Place	$1 394 00	$55 760 00	$2 100 00	$84 000 00	$2 000 00	$80 000 00	$1 983 30	$79 332 00	$1 337 75	$53 510 00	$2 676 00	$107 040 00
54	4	EA	Furnish and Install Type A' Inlet Complete in Place	$909 00	$3 636 00	$1 650 00	$6 600 00	$1 200 00	$4 800 00	$1 151 60	$4 606 40	$734 50	$2 938 00	$1 950 00	$7 800 00
55	6	EA	Furnish and Install Type E Inlet Complete in Place	$1 341 00	$8 046 00	$2 500 00	$15 000 00	$1 700 00	$10 200 00	$1 622 00	$9 732 00	$1,517 00	$9 102 00	$2 626 00	$15 756 00
56	31	EA	Furnish and Install Storm Manhole Complete in Place	$2 868 00	$88 908 00	$3 500 00	$108 500 00	$3 400 00	$105 400 00	$2 847 30	$88 266 30	$1 457 00	$45 167 00	$4 030 00	$124 930 00
57	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving) Complete in Place	$2 886 00	$5 772 00	$2 500 00	$5 000 00	$2 700 00	$5 400 00	$3 482 60	$6 965 20	$1 552 00	$3 104 00	$3 740 00	$7 480 00
58	4 420	L F	Trench Safety System for Construction of Storm Sewer Complete in Place	$0 10	$442 00	$0 10	$442 00	$2 50	$11 050 00	$0 80	$3 536 00	$1 20	$5 304 00	$1 26	$5 569 20
59	1	L S	Outfall Structure including Rip Rap Complete in Place	$4 659 00	$4 659 00	$4 500 00	$4 500 00	$7 000 00	$7 000 00	$3 649 00	$3 649 00	$5 975 00	$5 975 00	$6 000 00	$6 000 00
60	1	Ea	Furnish and Install Timber Bent for 54 inch CGMP Storm Sewer Complete in Place	$1 119 00	$1 119 00	$1 850 00	$1 850 00	$1 500 00	$1 500 00	$1 621 80	$1 621 80	$1 195 00	$1 195 00	$2 100 00	$2 100 00
SUBTOTAL DRAINAGE ITEMS					**$576,958 60**		**$715 084 50**		**$619 467.50**		**$596 772 40**		**$643,576 25**		**$860 253 20**

*** = Bidder Mathmatical Error**
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Item No	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction L P Unit Price	Metro City Construction L P Total Cost	Triple B Services L L P Unit Price	Triple B Services L L P Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services, LLC Unit Price	MAR-CON Services, LLC Total Cost	Harris Construction Company, Ltd. Unit Price	Harris Construction Company, Ltd. Total Cost	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost
MISCELLANEOUS ITEMS															
61	1	LS	Mobilization Complete in Place	$150 000 00	$150 000 00	$150 000 00	$150 000 00 **	$150 000 00	$150 000 00	$150 000 00	$150 000 00	$150 000 00	$150 000 00 *	$150 000 00	$150 000 00
62	2	EA	Furnish and Install Project Sign Complete in Place	$667 00	$1,334 00	$650 00	$1 300 00	$850 00	$1 700 00	$554 40	$1 108 80	$836 00	$1 672 00	$500 00	$1 000 00
63	6	MO	Furnish Install and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition) Complete in Place	$1 800 00	$10 800 00	$1 600 00	$9 600 00	$1 300 00	$7 800 00	$20 900 00	$125 400 00	$1,325 00	$7 950 00	$5 000 00	$30 000 00
SUBTOTAL MISCELLANEOUS ITEMS					**$162,134 00**		**$160 900 00**		**$159 500 00**		**$276,508.80**		**$159 622 00** *		**$181 000 00**
EXTRA WORK ITEMS (To be used only as directed by the Engineer)															
64	360	MG	Furnish and Perform Vegetative Watering, as Directed by the Engineer Complete in Place	$50 00	$18 000 00	$50 00	$18 000 00	$50 00	$18 000 00	$50 00	$18 000 00	$50 00	$18 000 00	$50 00	$18 000 00
65	100	CY	Furnish Borrow as Directed by Engineer Complete in Place	$8 00	$800 00	$8 00	$800 00	$8 00	$800 00	$8 00	$800 00	$8 00	$800 00	$12 00	$1 200 00
66	100	CY	Extra Class "A Cement Stabilized Sand Backfill as Directed by Engineer Complete in Place	$26 00	$2 600 00	$22 00	$2 200 00	$22 00	$2,200 00	$26 00	$2 600 00	$22 00	$2 200 00	$26 00	$2 600 00
67	100	CY	Extra Select Backfill as Directed by the Engineer Complete in Place	$18 00	$1 800 00	$18 00	$1 800 00	$18 00	$1 800 00	$18 00	$1 800 00	$18 00	$1 800 00	$18 00	$1 800 00
68	100	CY	Extra Bank Sand Backfill as Directed by Engineer Complete in Place	$20 00	$2 000 00	$20 00	$2 000 00	$20 00	$2 000 00	$20 00	$2 000 00	$20 00	$2 000 00	$20 00	$2 000 00
69	4 000	LBS	Extra Steel Reinforcing as Directed by Engineer Complete in Place	$0 50	$2 000 00	$0 50	$2 000 00	$0 50	$2 000 00 **	$0 60	$2 400 00	$0 50	$2 000 00	$0 50	$2 000 00
70	100	CY	Extra Haul and Legally Dispose of Excavated Material Complete in Place	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00
71	200	CY	Extra Class A" Concrete with Reinforcing Steel including Forming Complete in Place	$250 00	$50 000 00	$250 00	$50 000 00	$250 00	$50 000 00	$250 00	$50 000 00	$250 00	$50 000 00	$250 00	$50 000 00
72	100	CY	Extra Machine Excavation as Directed by Engineer Complete in Place	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00	$15 00	$1 500 00	$10 00	$1 000 00	$10 00	$1 000 00
73	100	CY	Extra Hand Excavation as Directed by Engineer Complete in Place	$15 00	$1 500 00	$15 00	$1 500 00	$15 00	$1 500 00	$15 00	$1 500 00	$15 00	$1 500 00	$16 00	$1 600 00
74	2	EA	Furnish and Install 4 inch Waterline Adjustment as Directed by Engineer Maximum 20 Linear Feet including C 900 PVC Pipe Fittings De-watering Restrained Joints and Appurtenances with Standard Bedding and Backfill Complete in Place	$1 500 00	$3 000 00	$1 500 00	$3 000 00	$1 500 00	$3 000 00	$1 500 00	$3 000 00	$1 500 00	$3 000 00	$1,500 00	$3 000 00

*** = Bidder Mathmatical Error**
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Item No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Metro City Construction LP Unit Price	Metro City Construction LP Total Cost	Triple B Services LLP Unit Price	Triple B Services LLP Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services LLC Unit Price	MAR-CON Services LLC Total Cost	Harris Construction Company, Ltd. Unit Price	Harris Construction Company, Ltd. Total Cost	RW Lucas Construction LLC Unit Price	RW Lucas Construction LLC Total Cost
75	4	EA	Furnish and Install 8 inch Waterline Adjustment as Directed by Engineer Maximum 20 Linear Feet including C-900 PVC Pipe Fittings De watering Restrained Joints and Appurtenances with Standard Bedding and Backfill Complete in Place	$2 500 00	$10 000 00	$2 500 00	$10 000 00	$2 500 00	$10 000 00	$2 500 00	$10 000 00	$2 500 00	$10 000 00	$2 500 00	$10 000 00
76	4	EA	Furnish and Install 10 inch Waterline Adjustment as Directed by Engineer Maximum 20 Linear Feet including C 900 PVC Pipe Fittings De watering Restrained Joints and Appurtenances with Standard Bedding and Backfill Complete in Place	$2 750 00	$11 000 00	$2 750 00	$11 000 00	$2 750 00	$11 000 00	$3 500 00	$14 000 00	$2 750 00	$11 000 00	$2 750 00	$11 000 00
77	1	EA	Remove and Replace 4 inch Sanitary Sewer as Directed by Engineer Maximum 20 Linear Feet including Ductile Iron Pipe and Fittings with Standard Bedding and Backfill Complete in Place	$1 500 00	$1 500 00	$1 500 00	$1 500 00	$1 500 00	$1 500 00	$2 000 00	$2 000 00	$1 500 00	$1 500 00	$1 520 10	$1 520 10
78	4	EA	Remove and Replace 6 inch Sanitary Sewer as Directed by Engineer Maximum 20 Linear Feet including Ductile Iron Pipe and Fittings with Standard Bedding and Backfill Complete in Place	$1 750 00	$7 000 00	$1 750 00	$7 000 00	$1 750 00	$7 000 00	$2 500 00	$10 000 00	$1 750 00	$7 000 00	$1 750 00	$7 000 00
79	2	EA	Remove and Replace 8 inch Sanitary Sewer as Directed by Engineer Maximum 20 Linear Feet including Ductile Iron Pipe and Fittings with Standard Bedding and Backfill Complete in Place	$2 000 00	$4 000 00	$2 000 00	$4 000 00	$2 000 00	$4 000 00	$3 000 00	$6 000 00	$2 000 00	$4 000 00	$2 000 00	$4 000 00
80	1	EA	Remove and Replace 12 inch Sanitary Sewer as Directed by Engineer Maximum 20 Linear Feet including Ductile Iron Pipe and Fittings with Standard Bedding and Backfill Complete in Place	$2 500 00	$2 500 00	$2 500 00	$2 500 00	$2 500 00	$2 500 00	$3 500 00	$3 500 00	$2 500 00	$2 500 00	$2 500 00	$2 500 00
SUBTOTAL EXTRA WORK ITEMS					**$119,700 00**		**$119,300 00**		**$119,300 00 ****		**$130 100 00**		**$119,300 00**		**$120,220 10**
TOTAL AMOUNT BID					**$1,637,288 75 ***		**$1,673 720 75**		**$1,690 072.60**		**$1 715,021 20**		**$1,776,821 40 ***		**$1,818,317 30 ***

*** = Bidder Mathmatical Error**
**** = Bidder Written Word Error**

BID NUMBER: B111045

BID PROPOSAL

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

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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 - VII 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	6/7/2011
TAX I.D. No.	51-0446360

BID SHEET

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)

PATE JOB NO. 1306-005-00
GALVESTON COUNTY, TEXAS

Item No.	Spec No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	37	STA.	Preparing of Right-of-Way for Construction, Complete in Place'		
				@ Twenty Six Hundred Ninety Dollars and No Cents Per Station	$ 2,690 00	$ 45,730 00
2	105	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material, All Depths, Complete in Place.		
				@ Four Hundred Eighty Four Dollars and No Cents Per Station	$ 484 00	$ 15,488 00
3	TxDot Spec 104	370	S Y	Remove and Legally Dispose of Existing Concrete Paving including Sawcut, All Depths, Complete in Place.		
				@ One Dollar and Fifty Five Cents Per Square Yard	$ 1 55	$ 573 50
4	110	7,685	C Y.	Excavation (Roadway), Measured by Plan Quantity, Complete in Place'		
				@ Six Dollars and Thirty Five Cents Per Cubic Yard	$ 6.35	$ 48,799 75

Bid Sheet Must Be Initialed By Same Person As Proposal (BHJ)

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
5	132	654	C Y.	Embankment, Measured by Plan Quantity, Complete in Place.		
				@ Seven Dollars and Thirty Five Cents Per Cubic Yard	$ 7.35	$4,806 90
6	760	900	L F	Clean and Reshape Ditches as Shown on the Plans, Complete in Place		
				@ Four Dollars and Five Cents Per Linear Foot	$ 4.05	$3,645 00
SUBTOTAL EARTHWORK ITEMS						$ 119,043 15
PAVING ITEMS:						
7	260	10,100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade, Complete in Place		
				@ Two Dollars and No Cents Per Square Yard	$2 00	$ 20,200 00
8	260	165	TON	Furnish Lime (6% by Dry Weight), Complete in Place.		
				@ One Hundred Thirty Nine Dollars and Seventy Cents Per Ton	$ 139 70	$23,050.50
9	360/421/440	9,900	S Y	Furnish and Install 8-inch Reinforced Concrete Pavement, Complete in Place		
				@ Thirty Five Dollars and Eighty Cents Per Square Yard	$ 35.80	$ 354,420 00
10	260/360/421/ 530/440	1,100	S Y	Construct & Pave 6-inch Concrete Driveways, Complete in Place.		
				@ Thirty Nine Dollars and No Cents Per Square Yard	$ 39 00	$42,900 00

Bid Sheet Must Be Initialed By Same Person As Proposal MJ

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	360/420/421/ 440/529	350	L F	Furnish and Install 6-inch Slotted Curb, Complete in Place		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$ 1,400.00
12	360/420/421/ 440/529	5,500	L F	Furnish and Install 6-inch Reinforced Concrete Curb, Complete in Place		
				@ Two Dollars and Five Cents Per Linear Foot	$ 2.05	$ 11,275 00
13	360/420/421/ 440/531	2,600	S Y	Furnish and Install 4 1/2-inch Reinforced Concrete Sidewalks, Complete in Place		
				@ Forty Three Dollars and Fifty Five Cents Per Square Yard	$ 43.55	$ 113,230.00
14	360/420/421/ 440/531	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps, Complete in Place		
				@ Nine Hundred Twenty Four Dollars and No Cents Per Each	$ 924.00	$ 3,696.00
15	421/440/442/ 445/446/450	75	L F.	Furnish and Install Safety Rail, Complete in Place.		
				@ Ninety Seven Dollars and No Cents Per Linear Foot	$ 97 00	$ 7,275 00
16	360/361/421/ 440	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot, Complete in Place		
				@ Forty Eight Dollars and No Cents Per Square Yard	$ 48.00	$ 1,920 00

Bid Sheet Must Be Initialed By Same Person As Proposal MJ

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	421/440/441/ 496/442/445/ 634/636/643/ 656	11	EA	Remove and Relocate Existing Traffic Signs, Complete in Place·		
				@ Four Hundred Ten Dollars and No Cents Per Each	$ 410.00	$ 4,510 00
18	421/440/441/ 442/445/634 636/643/ 656	9	EA	Furnish and Install Roadside Sign Assembly, Complete in Place:		
				@ Four Hundred Ten Dollars and No Cents Per Each	$ 410.00	$ 3,690 00
19	666	5,250	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I 4-inch Yellow Solid, Complete in Place.		
				@ No Dollars and Forty Five Cents Per Linear Foot	$ 0.45	$ 2,362 50
20	666	100	L.F	Furnish and Install Reflectorized Pavement Markings - Type I 8-inch White Solid, Complete in Place		
				@ No Dollars and Ninety Two Cents Per Linear Foot	$ 0.92	$ 92 00
21	666	80	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I 12-inch White Solid, Complete in Place.		
				@ Two Dollars and Twenty Five Cents Per Linear Foot	$ 2.25	$ 180.00

Bid Sheet Must Be Initialed By Same Person As Proposal TMS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	666	200	L F	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid, Complete in Place @ Four Dollars and Fifty Cents Per Linear Foot	$ 4.50	$ 900 00
23	672	130	EA.	Furnish and Install 4-inch Square Pavement Marker (Type II A-A), Complete in Place· @ Three Dollars and Sixty Cents Per Each	$ 3.60	$ 468.00
24	668	2	EA	Furnish and Install Reflectorized Pavement Markings, Words and Shapes, Complete in Place· @ Two Hundred Five Dollars and No Cents Per Each	$ 205.00	$ 410 00
SUBTOTAL PAVING ITEMS						$ 591,979.00
EROSION CONTROL ITEMS·						
25	506	1	L.S.	Pollution Prevention Implementation including Maintenance, including Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place· @ Thirty Three Hundred Twelve Dollars and No Cents Per Lump Sum	$ 3,312.00	$ 3,312.00
26	506	1	L S	Furnish and Install Reinforced Fabric Barrier, Complete in Place @ Eight Hundred Seventy Three Dollars and No Cents Per Lump Sum	$ 873.00	$ 873.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
27	506	800	L.F.	Furnish and Install Inlet Protection Barrier, Complete in Place		
				@ Five Dollars and No Cents Per Linear Foot	$ 5 00	$ 4,000.00
28	164	3	AC	Furnish and Install Broadcast Seeding, Complete in Place		
				@ Five Hundred Thirteen Dollars and No Cents Per Acre	$ 513 00	$ 1,539.00
29	162	1,000	S.Y.	Furnish and Install Block Sodding 16-inch Strip behind Curb, Complete in Place		
				@ Three Dollars and Thirty Five Cents Per Square Yard	$ 3.35	$ 3,350.00
SUBTOTAL EROSION CONTROL ITEMS.						$13,074.00
WATERLINE ITEMS						
30	5112	3	EA.	Adjust Water Valve Box to Proposed Grade, Complete in Place		
				@ Two Hundred Dollars and No Cents Per Each	$ 200.00	$ 600.00
SUBTOTAL WATERLINE ITEMS						$ 600.00
DRAINAGE ITEMS						
31	496	25	L.F	Remove and Legally of Dispose Existing 12-inch Concrete Pipe.		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$ 100.00
32	496	190	L.F.	Remove and Legally Dispose of Existing 15-inch Concrete Pipe.		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$760.00

Bid Sheet Must Be Initialed By Same Person As Proposal AHJ

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	496	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe.		
				@ Four Dollars and No Cents Per Linear Foot	$ 4 00	$ 880 00
34	496	300	L.F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe.		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$ 1,200 00
35	496	660	L F	Remove and Legally Dispose of Existing 30-inch Concrete Pipe		
				@ Four Dollars and No Cents Per Linear Foot	$ 4 00	$ 2,640.00
36	496	200	L.F	Remove and Legally Dispose of Existing 36-inch Concrete Pipe		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$ 800.00
37	496	18	EA.	Remove and Legally Dispose of Existing 15-inch SET		
				@ Eight Nine Dollars and Ninety Five Cents Per Each	$ 89.95	$ 1,619 10
38	496	2	EA	Remove and Legally Dispose of Existing 18-inch SET		
				@ Eighty Nine Dollars and Ninety Five Cents Per Each	$ 89.95	$ 179.90

Bid Sheet Must Be Initialed By Same Person As Proposal RBJ

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
39	496	1	EA	Remove and Legally Dispose of Existing 30-inch SET @ One Hundred Thirty Nine Dollars and Ninety Two Cents Per Each	$ 139.92	$ 139.92
40	496	4	EA	Remove and Legally Dispose of Existing 36-inch SET @ One Hundred Thirty Nine Dollars and Ninety Two Cents Per Each	$ 139.92	$ 559 68
41	496	15	EA	Remove and Legally Dispose of Existing Grate Inlet. @ One Hundred Fifty Nine Dollars and Ninety Cents Per Each	$ 159.90	$ 2,398.50
42	400/464/473	40	L.F.	Furnish and Install 12-inch RCP (Class III C-76), All Depths, Complete in Place. @ Twenty Seven Dollars and Twenty Cents Per Linear Foot	$ 27.20	$ 1,088.00
43	400/464/473	125	L F.	Furnish and Install 15-inch RCP (Class III C-76), All Depths, Complete in Place. @ Thirty Two Dollars and Ninety Cents Per Linear Foot	$ 32.90	$ 4,112.50
44	400/464/473	410	L F	Furnish and Install 18-inch RCP (Class III C-76), All Depths, Complete in Place. @ Thirty Four Dollars and Eighty Cents Per Linear Foot	$ 34.80	$ 14,268.00

Bid Sheet Must Be Initialed By Same Person As Proposal BJ

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
45	400/464/473	940	L F	Furnish and Install 24-inch RCP (Class III C-76), All Depths, Complete in Place @ Fifty Two Dollars and Fifty Cents Per Linear Foot	$ 52.50	$ 49,350 00
46	400/464/473	980	L F	Furnish and Install 30-inch RCP (Class III C-76), All Depths, Complete in Place @ Sixty Dollars and No Cents Per Linear Foot	$ 60.00	$ 58,800 00
47	400/464/473	170	L F	Furnish and Install 36-inch RCP (Class III C-76), All Depths, Complete in Place: @ Seventy Four Dollars and No Cents Per Linear Foot	$ 74.00	$ 12,580 00
48	400/464/473	685	L F.	Furnish and Install 48-inch RCP (Class III C-76), All Depths, Complete in Place @ One Hundred Nine Dollars and No Cents Per Linear Foot	$ 109 00	$ 74,665.00
49	400/464/473	940	L F	Furnish and Install 54-inch RCP (Class III C-76), All Depths, Complete in Place @ One Hundred Forty Three Dollars and No Cents Per Linear Foot	$ 143.00	$ 134,420.00
50	400/460/473	24	L F	Furnish and Install 54-inch CMP (Galvanized Steel, Type 1-R), All Depths, Complete in Place. @ One Hundred Fourteen Dollars and No Cents Per Linear Foot	$ 114.00	$ 2,736.00

Bid Sheet Must Be Initialed By Same Person As Proposal [illegible]

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
51	400/462/473	130	L F	Furnish and Install 4'x2' RCB, C-1433, All Depths, Complete in Place		
				@ One Hundred Sixty Four Dollars and No Cents Per Linear Foot	$ 164.00	$ 21,320 00
52	420/421/440/ 465/471	2	EA	Furnish and Install 54-inch RCP to 4'x2' RCB Junction Box, All Depths, Complete in Place		
				@ Twelve Thousand Dollars and No Cents Per Each	$ 12,000.00	$ 24,000 00
53	420/421/440/ 465/471	40	EA	Furnish and Install Type 'B-B' Inlet, Complete in Place		
				@ Thirteen Hundred Ninety Four Dollars and No Cents Per Each	$ 1,394.00	$55,760 00
54	420/421/440/ 465/471	4	EA	Furnish and Install Type 'A' Inlet, Complete in Place		
				@ Nine Hundred Nine Dollars and No Cents Per Each	$ 909.00	$ 3,636.00
55	420/421/440/ 465/471	6	EA	Furnish and Install Type 'E' Inlet, Complete in Place		
				@ Thirteen Hundred Forty One Dollars and No Cents Per Each	$ 1,341.00	$ 8,046 00
56	420/421/440/ 465/471	31	EA	Furnish and Install Storm Manhole, Complete in Place		
				@ Twenty Eight Hundred Sixty Eight Dollars and No Cents Per Each	$ 2,868.00	$ 88,908 00

Bid Sheet Must Be Initialed By Same Person As Proposal RNJ

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
57	420/421/440/ 465/471	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving), Complete in Place		
				@ Twenty Eight Hundred Eighty Six Dollars and No Cents Per Each	$ 2,886.00	$ 5,772.00
58	402	4,420	L.F.	Trench Safety System for Construction of Storm Sewer, Complete in Place.		
				@ No Dollars and Ten Cents Per Linear Foot	$ 0.10	$ 442.00
59	420/421/432/ 440	1	L.S.	Outfall Structure including Rip Rap, Complete in-Place		
				@ Forty Six Hundred Fifty Nine Dollars and No Cents Per Lump Sum	$ 4,659 00	$ 4,659 00
60	490/491	1	Ea.	Furnish and Install Timber Bent for 54-inch CGMP Storm Sewer, Complete in Place.		
				@ Eleven Hundred Nineteen Dollars and No Cents Per Each	$ 1,119.00	$ 1,119.00
SUBTOTAL DRAINAGE ITEMS						$ 576,958 60
MISCELLANEOUS ITEMS.						
61	500	1	L.S	Mobilization, Complete in Place		
				@ One Hundred Fifty Thousand Dollars and No Cents Per Lump Sum	$ 150000	$ 150000
62	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ Six Hundred Sixty Seven Dollars and No Cents Per Each	$ 667 00	$ 1,334 00

Bid Sheet Must Be Initialed By Same Person As Proposal [illegible]

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
63	502/508/510	6	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ Eighteen Hundred Dollars and No Cents Per Month	$ 1,800 00	$ 10,800.00

SUBTOTAL MISCELLANEOUS ITEMS: $ 162,134.00

EXTRA WORK ITEMS· (To be used only as directed by the Engineer)

64	168	360	M.G.	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place.		
				@ Fifty Dollars and No Cents Thousand Gallon	$ 50 00 ($50.00)*	$ 18,000.00
65	132	100	C.Y.	Furnish Borrow as Directed by Engineer, Complete in Place.		
				@ Eight Dollars and No Cents Per Cubic Yard	$ 8.00 ($8 00)*	$ 800.00
66	400	100	C Y	Extra Class "A" Cement Stabilized Sand Backfill as Directed by Engineer, Complete in Place		
				@ Twenty Six Dollars and No Cents Per Cubic Yard	$ 26 00 ($22.00)*	$ 2,600.00
67	400	100	C Y.	Extra Select Backfill as Directed by the Engineer, Complete in Place.		
				@ Eighteen Dollars and No Cents Per Cubic Yard	$ 18 00 ($18.00)*	$ 1,800.00

Bid Sheet Must Be Initialed By Same Person As Proposal ABJ

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
68	400	100	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ Twenty Dollars and No Cents Per Cubic Yards	$ 20 00 ($20 00)*	$ 2,000 00
69	440	4,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ No Dollars and Fifty Cents Per Pound	$ 0.50 ($.50)*	$ 2,000.00
70	110	100	C Y.	Extra Haul and Legally Dispose of Excavated Material, Complete in Place @ Ten Dollars and No Cents Per Cubic Yard	$ 10.00 ($10 00)*	$ 1,000.00
71	420	200	C Y	Extra Class "A" Concrete with Reinforcing Steel including Forming, Complete in Place @ Two Hundred Fifty Dollars and No Cents Per Cubic Yard	$ 250 00 ($250.00)*	$ 50,000 00
72	110	100	C Y.	Extra Machine Excavation as Directed by Engineer, Complete in Place @ Ten Dollars and No Cents Per Cubic Yard	$ 10.00 ($10 00)*	$ 1,000.00
73	110	100	C.Y.	Extra Hand Excavation as Directed by Engineer, Complete in Place. @ Fifteen Dollars and No Cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 1,500.00

Bid Sheet Must Be Initialed By Same Person As Proposal MAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
74	5112	2	EA	Furnish and Install 4-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place @ Fifteen Hundred Dollars and No Cents Per Each	$ 1,500 00 ($1,500 00)*	$ 3,000.00
75	5112	4	EA	Furnish and Install 8-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place: @ Twenty Five Hundred Dollars and No Cents Per Each	$ 2,500.00 ($2,500.00)*	$ 10,000.00
76	5112	4	EA	Furnish and Install 10-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place· @ Twenty Seven Hundred Fifty Dollars and No Cents Per Each	$ 2,750.00 ($2,750 00)*	$ 11,000.00
77	SS 5244	1	EA	Remove and Replace 4-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place @ Fifteen Hundred Dollars and No Cents Per Each	$ 1,500.00 ($1,500.00)*	$ 1,500.00

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
78	SS 5244	4	EA.	Remove and Replace 6-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Seventeen Hundred Fifty Dollars and No Cents Per Each	$ 1,750.00 ($1,750.00)*	$ 7,000 00
79	SS 5244	2	EA	Remove and Replace 8-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Two Thousand Dollars and No Cents Per Each	$ 2,000 00 ($2,000.00)*	$ 4,000
80	SS 5244	1	EA	Remove and Replace 12-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place:		
				@ Twenty Five Hundred Dollars and No Cents Per Each	$ 2,500.00 ($2,500 00)*	$ 2,500.00

SUBTOTAL EXTRA WORK ITEMS. . . . . $ 119,700.00

TOTAL AMOUNT . . . . . $ 1,583,488 75

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.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos ____, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.

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

Bid Sheet Must Be Initialed By Same Person As Proposal (Initial)

COPY

BID NUMBER B111045

BID PROPOSAL

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

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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 - VII of this bid package

BIDDER	Triple B Services, L.L.P.
SIGNATURE	Donna Burke
PRINT NAME	Donna Burke
TITLE	Sr. Project Administrator
ADDRESS	820 Old Atascocita Rd.
CITY, STATE	Huffman, Texas 77336
ZIP	77336
TELEPHONE	281-324-3264
FAX NO	281-324-1304
DATE	June 7, 2011
TAX I D No	76-0507104

BID SHEET

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)

PATE JOB NO. 1306-005-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	37	STA	Preparing of Right-of-Way for Construction, Complete in Place		
				@Six hundred seventy five dollars & zero cents Per Station	$675.00	$24975.00
2	105	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material, All Depths, Complete in Place		
				@ Six hundred dollars & zero cents Per Station	$600.00	$19200.00
3	TxDot Spec 104	370	S Y	Remove and Legally Dispose of Existing Concrete Paving including Sawcut, All Depths, Complete in Place		
				@Twenty dollars & zero cents Per Square Yard	$20.00	$7400.00
4	110	7,685	C Y	Excavation (Roadway), Measured by Plan Quantity, Complete in Place		
				@ five dollars & seventy five cents Per Cubic Yard	$5.75	$44188.75

Bid Sheet Must Be Initialed By Same Person As Proposal ( )

Item No	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
5	132	654	C Y	Embankment, Measured by Plan Quantity, Complete in Place		
				@ Nine dollars and Seventy five cents Per Cubic Yard	$9.75	$6376.50
6	760	900	L F	Clean and Reshape Ditches as Shown on the Plans, Complete in Place		
				@ five dollars & forty five cents Per Linear Foot	$5 45	$4905 00
SUBTOTAL EARTHWORK ITEMS						$107045.25
PAVING ITEMS						
7	260	10,100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade, Complete in Place		
				@ one dollar & ninety five cents Per Square Yard	$1 95	$19695.00
8	260	165	TON	Furnish Lime (6% by Dry Weight), Complete in Place		
				@ one hundred & fifty dollars and zero cents Per Ton	$150 00	$24750 00
9	360/421/440	9,900	S Y	Furnish and Install 8-inch Reinforced Concrete Pavement, Complete in Place		
				@ thirty two dollars & fifty cents Per Square Yard	$32 50	$321750 00
10	260/360/421/ 530/440	1,100	S Y	Construct & Pave 6-inch Concrete Driveways, Complete in Place		
				@ forty five dollars & zero cents Per Square Yard	$45 00	$49500.00

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	360/420/421/ 440/529	350	L F	Furnish and Install 6-inch Slotted Curb, Complete in Place		
				@ Six dollars and ninety five cents Per Linear Foot	$6.95	$2432.50
12	360/420/421/ 440/529	5,500	L F	Furnish and Install 6-inch Reinforced Concrete Curb, Complete in Place		
				@ three dollars & forty cents Per Linear Foot	$3.40	$18700.00
13	360/420/421/ 440/531	2,600	S Y	Furnish and Install 4 1/2-inch Reinforced Concrete Sidewalks, Complete in Place		
				@ thirty two dollars & fifty cents Per Square Yard	$ 32.50	$84500.00
14	360/420/421/ 440/531	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps, Complete in Place		
				@ fifteen hundred dollars & zero cents Per Each	$1500.00	$6000.00
15	421/440/442/ 445/446/450	75	L F	Furnish and Install Safety Rail, Complete in Place		
				@ one hundred and fifteen dollars & zero cents Per Linear Foot	$ 115.00	$8625.00
16	360/361/421/ 440	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot, Complete in Place		
				@ one hundred thirty dollars & zero cents Per Square Yard	$ 130.00	$5200.00

Bid Sheet Must Be Initialed By Same Person As Proposal ( )

Item No	Spec No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	421/440/441/ 496/442/445/ 634/636/643/ 656	11	EA	Remove and Relocate Existing Traffic Signs, Complete in Place		
				@ four hundred dollars & zero cents Per Each	$ 400.00	$ 4400 00
18	421/440/441/ 442/445/634 636/643/ 656	9	EA	Furnish and Install Roadside Sign Assembly, Complete in Place		
				@ four hundred dollars & zero cents. Per Each	$ 400.00	$ 3600 00
19	666	5,250	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-inch Yellow Solid, Complete in Place		
				@ zero dollars & forty five cents. Per Linear Foot	$ 0 45	$ 2362.50
20	666	100	L F	Furnish and Install Reflectorized Pavement Markings - Type I 8-inch White Solid, Complete in Place		
				@ zero dollars & ninety cents Per Linear Foot	$ 0.90	$ 90 00
21	666	80	L F	Furnish and Install Reflectorized Pavement Markings - Type I 12-inch White Solid, Complete in Place		
				@ two dollars & twenty cents. Per Linear Foot	$ 2 20	$ 176 00

Item No	Spec No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	666	200	L F	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid, Complete in Place		
				@ four dollars & forty cents Per Linear Foot	$ 4 40	$ 880 00
23	672	130	EA	Furnish and Install 4-inch Square Pavement Marker (Type II A-A), Complete in Place		
				@ three dollars & fifty cents. Per Each	$ 3 50	$ 455.00
24	668	2	EA	Furnish and Install Reflectorized Pavement Markings, Words and Shapes, Complete in Place		
				@ two hundred dollars & zero cents Per Each	$ 200 00	$ 400 00
SUBTOTAL PAVING ITEMS						$553516.00
EROSION CONTROL ITEMS						
25	506	1	L S	Pollution Prevention Implementation including Maintenance, including Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place		
				@ twenty one hundred dollars & zero cents Per Lump Sum	$2100 00	$ 2100 00
26	506	1	L S	Furnish and Install Reinforced Fabric Barrier, Complete in Place		
				@ Seventy five hundred dollars & zero cents Per Lump Sum	$7500 00	$ 7500 00

Item No.	Spec No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
27	506	800	L F	Furnish and Install Inlet Protection Barrier, Complete in Place		
				@ three dollars & twenty five cents Per Linear Foot	$ 3.25	$2600.00
28	164	3	AC	Furnish and Install Broadcast Seeding, Complete in Place		
				@ five hundred seventy five dollars & zero cents Per Acre	$575 00	$ 1725.00
29	162	1,000	S Y	Furnish and Install Block Sodding 16-inch Strip behind Curb, Complete in Place		
				@ two dollars & seventy five ~~dolla~~ cents. Per Square Yard	$2.75	$2750 00
SUBTOTAL EROSION CONTROL ITEMS						$16675 00
WATERLINE ITEMS						
30	5112	3	EA	Adjust Water Valve Box to Proposed Grade, Complete in Place		
				@ four hundred dollars & zero cents Per Each	$400 00	$ 1200 00
SUBTOTAL WATERLINE ITEMS						$ 1200 00
DRAINAGE ITEMS						
31	496	25	L F	Remove and Legally of Dispose Existing 12-inch Concrete Pipe		
				@ twenty dollars & fifty cents. Per Linear Foot	$ 20.50	$ 512 50
32	496	190	L F	Remove and Legally Dispose of Existing 15-inch Concrete Pipe		
				@ twenty one dollars & zero cents Per Linear Foot	$21.00	$3990 00

Bid Sheet Must Be Initialed By Same Person As Proposal ( )

Item No	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	496	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe		
				@ twenty-two dollars & fifty cents Per Linear Foot	$ 22 50	$ 4950 00
34	496	300	L F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe		
				@ twenty two dollars & fifty cents Per Linear Foot	$ 22 50	$ 6750.00
35	496	660	L F	Remove and Legally Dispose of Existing 30-inch Concrete Pipe		
				@ twenty two dollars & fifty cents Per Linear Foot	$ 22 50	$ 14850 00
36	496	200	L F	Remove and Legally Dispose of Existing 36-inch Concrete Pipe		
				@ twenty two dollars & Seventy five cents Per Linear Foot	$ 22 75	$ 4550 00
37	496	18	EA	Remove and Legally Dispose of Existing 15-inch SET		
				@ three hundred fifty dollars & zero cents Per Each	$ 350 00	$ 6300 00
38	496	2	EA	Remove and Legally Dispose of Existing 18-inch SET		
				@ four hundred dollars & zero cents Per Each	$ 400 00	$ 800 00

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
39	496	1	EA	Remove and Legally Dispose of Existing 30-inch SET		
				@ four hundred twenty five dollars & zero cents Per Each	$ 425.00	$ 425.00
40	496	4	EA	Remove and Legally Dispose of Existing 36-inch SET		
				@ four hundred fifty dollars & zero cents Per Each	$ 450.00	$ 1800.00
41	496	15	EA	Remove and Legally Dispose of Existing Grate Inlet		
				@ four hundred fifty dollars & zero cents Per Each	$ 450.00	$ 6750.00
42	400/464/473	40	L F	Furnish and Install 12-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ thirty five dollars & zero cents Per Linear Foot	$ 35.00	$ 1400.00
43	400/464/473	125	L F	Furnish and Install 15-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ forty dollars & zero cents Per Linear Foot	$ 40.00	$ 5000.00
44	400/464/473	410	L F	Furnish and Install 18-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ fifty dollars & zero cents Per Linear Foot	$ 50.00	$ 20500.00

Item No.	Spec No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
45	400/464/473	940	L F	Furnish and Install 24-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ fifty five dollars & zero cents Per Linear Foot	$55.00	$51700.00
46	400/464/473	980	L F	Furnish and Install 30-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ Sixty five dollars & zero cents Per Linear Foot	$65.00	$63700.00
47	400/464/473	170	L F	Furnish and Install 36-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ eighty five dollars & zero cents Per Linear Foot	$85.00	$14450.00
48	400/464/473	685	L F	Furnish and Install 48-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ One hundred and twenty five dollars & zero cents Per Linear Foot	$125.00	$85625.00
49	400/464/473	940	L F	Furnish and Install 54-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ one hundred sixty five dollars & zero cents Per Linear Foot	$165.00	$155100.00
50	400/460/473	24	L F	Furnish and Install 54-inch CMP (Galvanized Steel, Type 1-R), All Depths, Complete in Place		
				@ One hundred sixty dollars & zero cents Per Linear Foot	$160.00	$3840.00

Bid Sheet Must Be Initialed By Same Person As Proposal ( )

Item No.	Spec. No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
51	400/462/473	130	L F	Furnish and Install 4'x2' RCB, C-1433, All Depths, Complete in Place		
				@ One hundred seventy dollars + zero cents Per Linear Foot	$ 170 00	$22100 00
52	420/421/440/ 465/471	2	EA	Furnish and Install 54-inch RCP to 4'x2' RCB Junction Box, All Depths, Complete in Place		
				@ Seven thousand fifty dollars + zero cents Per Each	$ 7050.00	$ 14100 00
53	420/421/440/ 465/471	40	EA	Furnish and Install Type 'B-B' Inlet, Complete in Place		
				@ Twenty one hundred dollars + zero cents Per Each	$ 2100 00	$84000 00
54	420/421/440/ 465/471	4	EA	Furnish and Install Type 'A' Inlet, Complete in Place		
				@ Sixteen hundred fifty dollars + zero cents Per Each	$ 1650.00	$6600 00
55	420/421/440/ 465/471	6	EA	Furnish and Install Type 'E' Inlet, Complete in Place		
				@ Twenty five hundred dollars + zero cents Per Each	$ 2500 00	$ 15000 00
56	420/421/440/ 465/471	31	EA	Furnish and Install Storm Manhole, Complete in Place		
				@ Thirty five hundred dollars + zero cents Per Each	$ 3500 00	$ 108500.00

Bid Sheet Must Be Initialed By Same Person As Proposal ( )

Item No	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
57	420/421/440/ 465/471	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving), Complete in Place		
				@ Twenty five hundred dollars & zero cents Per Each	$ 2500.00	$ 5000.00
58	402	4,420	L F	Trench Safety System for Construction of Storm Sewer, Complete in Place		
				@ Zero dollars & ten cents Per Linear Foot	$ 0.10	$ 442.00
59	420/421/432/ 440	1	L S	Outfall Structure including Rip Rap, Complete in-Place		
				@ Forty five hundred dollars & zero cents Per Lump Sum	$ 4500.00	$ 4500.00
60	490/491	1	Ea	Furnish and Install Timber Bent for 54-inch CGMP Storm Sewer, Complete in Place		
				@ Eighteen hundred fifty dollars & zero cents Per Each	$ 1850.00	$ 1850.00
SUBTOTAL DRAINAGE ITEMS						$ 715084.50
MISCELLANEOUS ITEMS						
61	500	1	L S	Mobilization, Complete in Place		
				@ Fifteen thousand dollars & zero cents Per Lump Sum	$ 150000	$ 150000
62	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ Six hundred fifty dollars & zero cents Per Each	$ 650.00	$ 1300.00

Bid Sheet Must Be Initialed By Same Person As Proposal ( )

Item No	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
63	502/508/510	6	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ Sixteen hundred dollars & zero cents Per Month	$1600 00	$9600 00

SUBTOTAL MISCELLANEOUS ITEMS $16090 00

EXTRA WORK ITEMS (To be used only as directed by the Engineer)

64	168	360	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place		
				@ Fifty dollars & zero cents Thousand Gallon	$ 50.00 ($50 00)*	$18000 00
65	132	100	C Y	Furnish Borrow as Directed by Engineer, Complete in Place		
				@ Eight dollars & zero cents Per Cubic Yard	$ 8 00 ($8 00)*	$ 800 00
66	400	100	C Y	Extra Class "A" Cement Stabilized Sand Backfill as Directed by Engineer, Complete in Place		
				@ Twenty two dollars & zero cents Per Cubic Yard	$ 22 00 ($22 00)*	$ 2200 00
67	400	100	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place		
				@ Eighteen dollars & zero cents Per Cubic Yard	$ 18.00 ($18 00)*	$ 1800 00

Item No.	Spec No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
68	400	100	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place		
				@ Twenty dollars & zero cents Per Cubic Yards	$ 20 00 ($20 00)*	$ 2000 00
69	440	4,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place		
				@ Zero dollars & fifty cents Per Pound	$ 0 50 ($ 50)*	$ 2000 00
70	110	100	C Y	Extra Haul and Legally Dispose of Excavated Material, Complete in Place		
				@ Ten dollars & zero cents Per Cubic Yard	$ 10 00 ($10 00)*	$ 1000 00
71	420	200	C Y	Extra Class "A" Concrete with Reinforcing Steel including Forming, Complete in Place		
				@ Two hundred fifty dollars & zero cents Per Cubic Yard	$ 250.00 ($250 00)*	$ 50000.00
72	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ Ten dollars & zero cents Per Cubic Yard	$ 10 00 ($10 00)*	$ 1000 00
73	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place		
				@ Fifteen dollars & zero cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 1500.00

Item No.	Spec No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
74	5112	2	EA	Furnish and Install 4-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place @ Fifteen hundred dollars + zero cents Per Each	$ 1500 00 ($1,500 00)*	$ 3000.00
75	5112	4	EA	Furnish and Install 8-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place @ Twenty five hundred dollars + zero cents Per Each	$ 2500 00 ($2,500 00)*	$ 10000 00
76	5112	4	EA	Furnish and Install 10-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place @ Twenty seven hundred fifty dollars + zero cents Per Each	$ 2750 00 ($2,750 00)*	$ 11000 00
77	SS 5244	1	EA	Remove and Replace 4-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place @ Fifteen hundred dollars + zero cents Per Each	$ 1500 00 ($1,500 00)*	$ 1500 00

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
78	SS 5244	4	EA	Remove and Replace 6-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Seventeen hundred fifty dollars & zero cents Per Each	$ 1750 00 ($1,750 00)*	$ 7000 00
79	SS 5244	2	EA	Remove and Replace 8-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Two thousand dollars & zero cents Per Each	$2000 00 ($2,000 00)*	$ 4000.00
80	SS 5244	1	EA	Remove and Replace 12-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Twenty five hundred dollars & zero cents Per Each	$ 2500 00 ($2,500 00)*	$ 2500 00

SUBTOTAL EXTRA WORK ITEMS $ 119300.00

TOTAL AMOUNT $ 1,673,720.75

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

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos ____, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

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

Bid Sheet Must Be Initialed By Same Person As Proposal ( )

BID NUMBER B111045

DUPLICATE **BID PROPOSAL**

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

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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 - VII of this bid package

BIDDER	AAA Asphalt Paving Inc.
SIGNATURE	Michael D Hoffman
PRINT NAME	Michael D. Hoffman
TITLE	President
ADDRESS	10526 Turner Rd.
CITY, STATE	Houston TX
ZIP	77044
TELEPHONE	713-896-7373
FAX NO	713-896-8889
DATE	June 7, 2011
TAX I D. No	760451285-9

BID SHEET

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)

PATE JOB NO. 1306-005-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	37	STA	Preparing of Right-of-Way for Construction, Complete in Place @ Three Hundred Dollars & No Cents Per Station	$ 300.00	$11,100.00
2	105	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material, All Depths, Complete in Place @ One Thousand Two Hundred Fifty Dollars & No Cents Per Station	$1,250.00	$40,000.00
3	TxDot Spec 104	370	S Y	Remove and Legally Dispose of Existing Concrete Paving including Sawcut, All Depths, Complete in Place @ Six Dollars & Fifty Cents Per Square Yard	$ 6.50	$2,405.00
4	110	7,685	C Y	Excavation (Roadway), Measured by Plan Quantity, Complete in Place @ Ten Dollars & No Cents Per Cubic Yard	$ 10.00	$76,850.00

Bid Sheet Must Be Initialed By Same Person As Proposal (MH)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
5	132	654	C Y.	Embankment, Measured by Plan Quantity, Complete in Place		
				@ Two Dollars & Seventy Five Cents Per Cubic Yard	$ 2.75	$ 1,798.50
6	760	900	L F	Clean and Reshape Ditches as Shown on the Plans, Complete in Place		
				@ Ten Dollars & No Cents Per Linear Foot	$ 10.00	$ 9,000.00
SUBTOTAL EARTHWORK ITEMS						$ 141,153.50
PAVING ITEMS						
7	260	10,100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade, Complete in Place		
				@ Three Dollars & No Cents Per Square Yard	$ 3.00	$ 30,300.00
8	260	165	TON	Furnish Lime (6% by Dry Weight), Complete in Place		
				@ One Hundred Forty Five No Cents Per Ton	$ 145.00	$ 23,925.00
9	360/421/440	9,900	S Y	Furnish and Install 8-inch Reinforced Concrete Pavement, Complete in Place		
				@ Thirty Seven Dollars & No Cents Per Square Yard	$ 37.00	$ 366,300.00
10	260/360/421/ 530/440	1,100	S Y	Construct & Pave 6-inch Concrete Driveways, Complete in Place		
				@ Fifty Dollars & No Cents Per Square Yard	$ 50.00	$ 55,000.00

Bid Sheet Must Be Initialed By Same Person As Proposal [illegible]

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	360/420/421/ 440/529	350	L F	Furnish and Install 6-inch Slotted Curb, Complete in Place·		
				@ Twenty Dollars & No Cents Per Linear Foot	$ 20.00	$ 7,000.00
12	360/420/421/ 440/529	5,500	L F	Furnish and Install 6-inch Reinforced Concrete Curb, Complete in Place		
				@ Two Dollars & Fifty Cents Per Linear Foot	$ 2.50	$ 13,750.00
13	360/420/421/ 440/531	2,600	S Y	Furnish and Install 4 1/2-inch Reinforced Concrete Sidewalks, Complete in Place		
				@ Forty Five Dollars & No Cents Per Square Yard	$ 45.00	$ 117,000.00
14	360/420/421/ 440/531	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps, Complete in Place		
				@ One Thousand One Hundred Dollars & No Cents Per Each	$ 1,100.00	$ 4,400.00
15	421/440/442/ 445/446/450	75	L F	Furnish and Install Safety Rail, Complete in Place		
				@ Sixty Five Dollars & No Cents Per Linear Foot	$ 65.00	$ 4,875.00
16	360/361/421/ 440	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot, Complete in Place		
				@ Sixty Six Dollars & Fourteen Cents Per Square Yard	$ 66.14	$ 2,645.60

Bid Sheet Must Be Initialed By Same Person As Proposal (MW)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	421/440/441/ 496/442/445/ 634/636/643/ 656	11	EA	Remove and Relocate Existing Traffic Signs, Complete in Place		
				@One Hundred Sixty Five Dollars & No Cents Per Each	$ 165.00	$ 1,815.00
18	421/440/441/ 442/445/634 636/643/ 656	9	EA	Furnish and Install Roadside Sign Assembly, Complete in Place		
				@Three hundred Twenty Five Dollars & No Cents Per Each	$ 325.00	$ 2,925.00
19	666	5,250	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-inch Yellow Solid, Complete in Place		
				@ No Dollars & Sixty Five Cents Per Linear Foot	$ .65	$3,412.50
20	666	100	L F	Furnish and Install Reflectorized Pavement Markings - Type I 8-inch White Solid, Complete in Place		
				@ One Dollar & Seventy Five Cents Per Linear Foot	$ 1.75	$175.00
21	666	80	L F	Furnish and Install Reflectorized Pavement Markings - Type I 12-inch White Solid, Complete in Place		
				@ Five Dollars & Seventy Cents Per Linear Foot	$ 5.70	$ 456.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	666	200	L F	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid, Complete in Place		
				@ Eight Dollars & Fifteen Cents Per Linear Foot	$ 8.15	$ 1,630.00
23	672	130	EA	Furnish and Install 4-inch Square Pavement Marker (Type II A-A), Complete in Place		
				@ Five Dollars & Twenty Five Cents Per Each	$ 5.25	$ 682.50
24	668	2	EA	Furnish and Install Reflectorized Pavement Markings, Words and Shapes, Complete in Place		
				@ Two Hundred Fifty Five Dollars & No Cents Per Each	$ 255.00	$ 510.00
SUBTOTAL PAVING ITEMS·						$ 636,801.60
EROSION CONTROL ITEMS						
25	506	1	L S	Pollution Prevention Implementation including Maintenance, including Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place		
				@ Three Thousand Three hundred Fifty Dollars & No Cents Per Lump Sum	$ 3,350.00	$ 3,350.00
26	506	1	L S	Furnish and Install Reinforced Fabric Barrier, Complete in Place		
				@ One Thousand Five hundred & No Cents Per Lump Sum	$ 1,500.00	$ 1,500.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
27	506	800	L F	Furnish and Install Inlet Protection Barrier, Complete in Place		
				@ Three Dollars & Fifty Cents Per Linear Foot	$ 3.50	$2,800.00
28	164	3	AC	Furnish and Install Broadcast Seeding, Complete in Place		
				@Six Hundred Fifty Dollars & No Cents Per Acre	$ 650.00	$ 1,950.00
29	162	1,000	S.Y	Furnish and Install Block Sodding 16-inch Strip behind Curb, Complete in Place		
				@ Three Dollars & Fifty Cents Per Square Yard	$ 3.50	$ 3,500.00
SUBTOTAL EROSION CONTROL ITEMS						$ 13,100.00
WATERLINE ITEMS						
30	5112	3	EA	Adjust Water Valve Box to Proposed Grade, Complete in Place		
				@Two Hundred Fifty Dollars & No Cents Per Each	$250.00	$ 750.00
SUBTOTAL WATERLINE ITEMS						$ 750.00
DRAINAGE ITEMS						
31	496	25	L F	Remove and Legally of Dispose Existing 12-inch Concrete Pipe		
				@ Nine Dollars & Fifty Cents Per Linear Foot	$ 9.50	$ 237.50
32	496	190	L F	Remove and Legally Dispose of Existing 15-inch Concrete Pipe		
				@ Nine Dollars & Fifty Cents Per Linear Foot	$ 9 50	$ 1,805.00

Bid Sheet Must Be Initialed By Same Person As Proposal (MA)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	496	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe @ Nine Dollars & Fifty Cents Per Linear Foot	$ 9.50	$ 2,090.00
34	496	300	L F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe @ Twelve Dollars & No Cents Per Linear Foot	$ 12.00	$ 3,600.00
35	496	660	L F	Remove and Legally Dispose of Existing 30-inch Concrete Pipe @ Twelve Dollars & No Cents Per Linear Foot	$ 12.00	$ 7,920.00
36	496	200	L F	Remove and Legally Dispose of Existing 36-inch Concrete Pipe @ Twelve Dollars & No Cents Per Linear Foot	$ 12.00	$ 2,400.00
37	496	18	EA	Remove and Legally Dispose of Existing 15-inch SET @ Two Hundred Dollars & No Cents Per Each	$ 200.00	$ 3,600.00
38	496	2	EA	Remove and Legally Dispose of Existing 18-inch SET. @ Two Hundred Dollars & No Cents Per Each	$ 200.00	$ 400.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
39	496	1	EA	Remove and Legally Dispose of Existing 30-inch SET		
				@ Two hundred Dollars & no cents Per Each	$ 200.00	$ 200.00
40	496	4	EA	Remove and Legally Dispose of Existing 36-inch SET		
				@ Two hundred Dollars & no cents Per Each	$ 200.00	$ 800.00
41	496	15	EA	Remove and Legally Dispose of Existing Grate Inlet		
				@ Three hundred Dollars & no cents Per Each	$ 300.00	$ 4,500.00
42	400/464/473	40	L F	Furnish and Install 12-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ Twenty Five Dollars & no cents Per Linear Foot	$ 25.00	$ 1,000.00
43	400/464/473	125	L F	Furnish and Install 15-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ Twenty Seven Dollars & no cents Per Linear Foot	$ 27.00	$ 3,375.00
44	400/464/473	410	L F	Furnish and Install 18-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ Thirty Five Dollars & no cents Per Linear Foot	$ 35.00	$ 14,350.00

Bid Sheet Must Be Initialed By Same Person As Proposal (MK)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
45	400/464/473	940	L F	Furnish and Install 24-inch RCP (Class III C-76), All Depths, Complete in Place		
				@Thirty Eight Dollars & No Cents Per Linear Foot	$ 38.00	$ 35,720.00
46	400/464/473	980	L F	Furnish and Install 30-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ Forty Seven Dollars & No Cents Per Linear Foot	$ 47.00	$ 46,060.00
47	400/464/473	170	L F	Furnish and Install 36-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ Sixty Four Dollars & No Cents Per Linear Foot	$64.00	$10,880.00
48	400/464/473	685	L F	Furnish and Install 48-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ Ninety Eight Dollars & No Cents Per Linear Foot	$98.00	$67,130.00
49	400/464/473	940	L F	Furnish and Install 54-inch RCP (Class III C-76), All Depths, Complete in Place		
				@One thundred Forty Five Dollars & No Cents Per Linear Foot	$145.00	$136,300.00
50	400/460/473	24	L F	Furnish and Install 54-inch CMP (Galvanized Steel, Type 1-R), All Depths, Complete in Place.		
				@Seventy Five Dollars & No Cents Per Linear Foot	$ 75.00	$1,800.00

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
51	400/462/473	130	L F	Furnish and Install 4'x2' RCB, C-1433, All Depths, Complete in Place		
				@One hundred Sixty Five Dollars & No Cents Per Linear Foot	$ 165.00	$ 21,450.00
52	420/421/440/ 465/471	2	EA	Furnish and Install 54-inch RCP to 4'x2' RCB Junction Box, All Depths, Complete in Place		
				@Fourteen Thousand Two hundred Fifty Dollars & No Cents Per Each	$ 14,250.00	$ 28,500.00
53	420/421/440/ 465/471	40	EA	Furnish and Install Type 'B-B' Inlet, Complete in Place		
				@Two Thousand Dollars & No Cents Per Each	$ 2,000.00	$ 80,000.00
54	420/421/440/ 465/471	4	EA	Furnish and Install Type 'A' Inlet, Complete in Place		
				@One Thousand Two Hundred Dollars & No Cents Per Each	$ 1,200.00	$ 4,800.00
55	420/421/440/ 465/471	6	EA	Furnish and Install Type 'E' Inlet, Complete in Place		
				@One Thousand Seven hundred & No Cents Per Each	$ 1,700.00	$ 10,200.00
56	420/421/440/ 465/471	31	EA	Furnish and Install Storm Manhole, Complete in Place		
				@Three Thousand Four hundred Dollars & No Cents Per Each	$ 3,400.00	$ 105,400.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
57	420/421/440/ 465/471	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving), Complete in Place		
				@ Two Thousand Seven Hundred Dollars & No Cents Per Each	$ 2,700.00	$ 5,400.00
58	402	4,420	L F	Trench Safety System for Construction of Storm Sewer, Complete in Place		
				@ Two Dollars + Fifty Cents Per Linear Foot	$ 2.50	$ 11,050.00
59	420/421/432/ 440	1	L S	Outfall Structure including Rip Rap, Complete in-Place		
				@ Seven Thousand Dollars & No Cents Per Lump Sum	$ 7,000.00	$ 7,000.00
60	490/491	1	Ea	Furnish and Install Timber Bent for 54-inch CGMP Storm Sewer, Complete in Place		
				@ One Thousand Five Hundred Dollars & No Cents Per Each	$ 1,500.00	$ 1,500.00
SUBTOTAL DRAINAGE ITEMS						$619,467.50
MISCELLANEOUS ITEMS						
61	500	1	L S	Mobilization, Complete in Place		
				@ One Hundred Fifty Thousand Dollars & No Cents Per Lump Sum	$ 150,000.00	$ 150,000.00
62	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ Eight Hundred Fifty Dollars & No Cents Per Each	$ 850.00	$ 1,700.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
63	502/508/510	6	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@One Thousand Three Hundred Dollars & No Cents Per Month	$ 1,300.00	$7,800.00
SUBTOTAL MISCELLANEOUS ITEMS						$ 159,500.00
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
64	168	360	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place		
				@ Fifty Dollars & No Cents Thousand Gallon	$ 50.00 ($50 00)*	$ 18,000.00
65	132	100	C Y	Furnish Borrow as Directed by Engineer, Complete in Place		
				@ Eight Dollars & No Per Cubic Yard	$ 8.00 ($8 00)*	$ 800.00
66	400	100	C Y	Extra Class "A" Cement Stabilized Sand Backfill as Directed by Engineer, Complete in Place		
				@ Twenty Two Dollars & No Cents Per Cubic Yard	$ 22.00 ($22 00)*	$ 2,200.00
67	400	100	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place		
				@ Eighteen Dollars & No Cents Per Cubic Yard	$ 18.00 ($18 00)*	$ 1,800.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
68	400	100	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ Twenty Dollars & No Cents Per Cubic Yards	$ 20.00 ($20 00)*	$2,000.00
69	440	4,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ No Dollars & No Cents Per Pound	$ .50 ($ 50)*	$2,000.00
70	110	100	C Y	Extra Haul and Legally Dispose of Excavated Material, Complete in Place @ Ten Dollars & No Cents Per Cubic Yard	$ 10.00 ($10 00)*	$1,000.00
71	420	200	C Y	Extra Class "A" Concrete with Reinforcing Steel including Forming, Complete in Place @ Two Hundred Fifty Dollars & No Cents Per Cubic Yard	$250.00 ($250 00)*	$50,000.00
72	110	100	C Y.	Extra Machine Excavation as Directed by Engineer, Complete in Place @ Ten Dollars & No Cents Per Cubic Yard	$ 10.00 ($10 00)*	$1,000.00
73	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place @ Fifteen Dollars & No Cents Per Cubic Yard	$ 15.00 ($15 00)*	$1,500.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
74	5112	2	EA	Furnish and Install 4-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place		
				@One Thousand Five Hundred Dollars & No Cents Per Each	$ 1,500.00 ($1,500 00)*	$ 3,000.00
75	5112	4	EA	Furnish and Install 8-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place.		
				@Two Thousand Five Hundred Dollars & No Cents Per Each	$ 2,500.00 ($2,500 00)*	$ 10,000.00
76	5112	4	EA	Furnish and Install 10-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place		
				@Two Thousand, Seven Hundred Fifty Dollars & No Cents Per Each	$ 2,750.00 ($2,750 00)*	$ 11,000.00
77	SS 5244	1	EA	Remove and Replace 4-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@One Thousand Five Hundred Dollars & No Cents Per Each	$ 1,500.00 ($1,500 00)*	$ 1,500.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
78	SS 5244	4	EA	Remove and Replace 6-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@One Thousand Seven Hundred Fifty Dollars & No Cents Per Each	$ 1,750.00 ($1,750 00)*	$ 7,000.00
79	SS 5244	2	EA	Remove and Replace 8-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@Two Thousand Dollars & No Cents Per Each	$2,000.00 ($2,000 00)*	$4,000.00
80	SS 5244	1	EA	Remove and Replace 12-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place.		
				@Two Thousand Five Hundred Dollars & No Cents Per Each	$2,500.00 ($2,500 00)*	$ 2,500.00

SUBTOTAL EXTRA WORK ITEMS $ 119,300.00

TOTAL AMOUNT $ 1,690,072.60

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.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property.

Acknowledge Receipt of Addendum Nos N/A (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

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

Bid Sheet Must Be Initialed By Same Person As Proposal (MAA)

BID NUMBER. B111045

BID PROPOSAL

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

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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 - VII of this bid package

BIDDER	MAR-CON SERVICES, LLC
SIGNATURE	
PRINT NAME	Mario Ramos
TITLE	Owner
ADDRESS	1410 Preston Ave, Bldg H
CITY, STATE	Pasadena, Texas
ZIP	77503
TELEPHONE	713-473-1800
FAX NO	713-473-1811
DATE	June 6, 2011
TAX I D No	20-5302083

BID SHEET

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)

PATE JOB NO. 1306-005-00
GALVESTON COUNTY, TEXAS

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	37	STA	Preparing of Right-of-Way for Construction, Complete in Place @ ONE HUNDRED EIGHTY DOLLARS AND TEN CENTS Per Station	$ 180.10	$ 6,663.70
2	105	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material, All Depths, Complete in Place @ THREE HUNDRED NINETY TWO DOLLARS AND SEVENTY CENTS Per Station	$ 392.70	$ 12,566.40
3	TxDot Spec 104	370	S Y	Remove and Legally Dispose of Existing Concrete Paving including Sawcut, All Depths, Complete in Place @ THREE DOLLARS AND FIFTY CENTS Per Square Yard	$ 3.50	$ 1,295.00
4	110	7,685	C Y	Excavation (Roadway), Measured by Plan Quantity, Complete in Place @ SEVEN DOLLARS AND EIGHTY CENTS Per Cubic Yard	$ 7.80	$ 59,943.00

Bid Sheet Must Be Initialed By Same Person As Proposal (M.R)

Item No	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
5	132	654	C Y	Embankment, Measured by Plan Quantity, Complete in Place @ FOUR DOLLARS AND SIXTY CENTS Per Cubic Yard	$ 4 60	$ 3,008 40
6	760	900	L F	Clean and Reshape Ditches as Shown on the Plans, Complete in Place @ FOUR DOLLARS AND FIFTY CENTS Per Linear Foot	$ 4 50	$ 4,050 00
SUBTOTAL EARTHWORK ITEMS						$ 87,526 50
PAVING ITEMS						
7	260	10,100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade, Complete in Place @ TWO DOLLARS AND ZERO CENTS Per Square Yard	$ 2 00	$ 20,200 00
8	260	165	TON	Furnish Lime (6% by Dry Weight), Complete in Place @ ONE HUNDRED FORTY EIGHT DOLLARS AND ZERO CENTS Per Ton	$ 148 00	$ 24,420 00
9	360/421/440	9,900	S Y	Furnish and Install 8-inch Reinforced Concrete Pavement, Complete in Place @ THIRTY EIGHT DOLLARS AND ZERO CENTS Per Square Yard	$ 38 00	$ 376,200 00
10	260/360/421/ 530/440	1,100	S Y	Construct & Pave 6-inch Concrete Driveways, Complete in Place @ FORTY THREE DOLLARS AND THIRTY CENTS Per Square Yard	$ 43 30	$ 47,630 00

Bid Sheet Must Be Initialed By Same Person As Proposal M.R

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	360/420/421/ 440/529	350	L F	Furnish and Install 6-inch Slotted Curb, Complete in Place		
				@ TWO DOLLARS AND FIFTY CENTS Per Linear Foot	$ 2 50	$ 875 00
12	360/420/421/ 440/529	5,500	L F	Furnish and Install 6-inch Reinforced Concrete Curb, Complete in Place		
				@ ONE DOLLAR AND NINETY CENTS Per Linear Foot	$ 1 90	$ 10,450 00
13	360/420/421/ 440/531	2,600	S Y	Furnish and Install 4 1/2-inch Reinforced Concrete Sidewalks, Complete in Place		
				@ FORTY DOLLARS AND THIRTY CENTS Per Square Yard	$ 40 30	$ 104,780 00
14	360/420/421/ 440/531	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps, Complete in Place		
				@ ONE THOUSAND NINETEEN DOLLARS AND FORTY CENTS Per Each	$ 1,019 40	$ 4,077 60
15	421/440/442/ 445/446/450	75	L F	Furnish and Install Safety Rail, Complete in Place		
				@ SIXTY EIGHT DOLLARS AND FORTY CENTS Per Linear Foot	$ 68 40	$ 5,130 00
16	360/361/421/ 440	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot, Complete in Place		
				@ EIGHTY FIVE DOLLARS AND ZERO CENTS Per Square Yard	$ 85 00	$ 3,400 00

Bid Sheet Must Be Initialed By Same Person As Proposal M.R

Item No	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	421/440/441/ 496/442/445/ 634/636/643/ 656	11	EA	Remove and Relocate Existing Traffic Signs, Complete in Place		
				@ FOUR HUNDRED FORTY EIGHT DOLLARS AND ZERO CENTS Per Each	$ 448 00	$ 4,928 00
18	421/440/441/ 442/445/634 636/643/ 656	9	EA	Furnish and Install Roadside Sign Assembly, Complete in Place		
				@ FOUR HUNDRED FORTY EIGHT DOLLARS AND ZERO CENTS Per Each	$ 448 00	$ 4,032 00
19	666	5,250	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-inch Yellow Solid, Complete in Place		
				@ ZERO DOLLARS AND FIFTY CENTS Per Linear Foot	$ .50	$ 2,625 00
20	666	100	L F	Furnish and Install Reflectorized Pavement Markings - Type I 8-inch White Solid, Complete in Place		
				@ ONE DOLLAR AND ZERO CENTS Per Linear Foot	$ 1.00	$ 100 00
21	666	80	L F	Furnish and Install Reflectorized Pavement Markings - Type I 12-inch White Solid, Complete in Place		
				@ TWO DOLLARS AND FIFTY CENTS Per Linear Foot	$ 2 50	$ 200 00

Bid Sheet Must Be Initialed By Same Person As Proposal M.R.

Item No.	Spec. No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	666	200	L F	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid, Complete in Place		
				@ FOUR DOLLARS AND NINETY CENTS Per Linear Foot	$ 4 90	$ 980 00
23	672	130	EA	Furnish and Install 4-inch Square Pavement Marker (Type II A-A), Complete in Place		
				@ THREE DOLLARS AND NINETY CENTS Per Each	$ 3 90	$ 507 00
24	668	2	EA	Furnish and Install Reflectorized Pavement Markings, Words and Shapes, Complete in Place		
				@ TWO HUNDRED TWENTY FOUR DOLLARS AND ZERO CENTS Per Each	$ 224 00	$ 448 00
SUBTOTAL PAVING ITEMS						$ 610,982 60
EROSION CONTROL ITEMS						
25	506	1	L S	Pollution Prevention Implementation including Maintenance, including Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place		
				@ FORTY THREE HUNDRED FORTY DOLLARS AND ZERO CENTS Per Lump Sum	$ 4,340 00	$ 4,340 00
26	506	1	L S	Furnish and Install Reinforced Fabric Barrier, Complete in Place		
				@ TWENTY EIGHT HUNDRED FIFTY SIX DOLLARS AND ZERO CENTS Per Lump Sum	$ 2 856.00	$ 2,856 00

Bid Sheet Must Be Initialed By Same Person As Proposal (M.R)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
27	506	800	L F	Furnish and Install Inlet Protection Barrier, Complete in Place		
				@ ONE DOLLAR AND TWENTY CENTS Per Linear Foot	$ 1 20	$ 960 00
28	164	3	AC	Furnish and Install Broadcast Seeding, Complete in Place		
				@ SIX HUNDRED SIXTEEN DOLLARS AND ZERO CENTS Per Acre	$ 616 00	$ 1,848 00
29	162	1,000	S Y	Furnish and Install Block Sodding 16-inch Strip behind Curb, Complete in Place		
				@ THREE DOLLARS AND ZERO CENTS Per Square Yard	$ 3 00	$ 3,000 00
SUBTOTAL EROSION CONTROL ITEMS						$ 13,004 00
WATERLINE ITEMS						
30	5112	3	EA	Adjust Water Valve Box to Proposed Grade, Complete in Place		
				@ FORTY TWO DOLLARS AND THIRTY CENTS Per Each	$ 42 30	$ 126 90
SUBTOTAL WATERLINE ITEMS						$ 126 90
DRAINAGE ITEMS						
31	496	25	L F	Remove and Legally of Dispose Existing 12-inch Concrete Pipe		
				@ FOUR DOLLARS AND THIRTY CENTS Per Linear Foot	$ 4.30	$ 107 50
32	496	190	L F	Remove and Legally Dispose of Existing 15-inch Concrete Pipe		
				@ FOUR DOLLARS AND THIRTY CENTS Per Linear Foot	$ 4 30	$ 8,7 00

Bid Sheet Must Be Initialed By Same Person As Proposal (W.J.)

Item No	Spec No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	496	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe @ FOUR DOLLARS AND THIRTY CENTS Per Linear Foot	$ 4 30	$ 946 00
34	496	300	L F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe @ FOUR DOLLARS AND THIRTY CENTS Per Linear Foot	$ 4 30	$ 1,290 00
35	496	660	L F	Remove and Legally Dispose of Existing 30-inch Concrete Pipe @ FOUR DOLLARS AND THIRTY CENTS Per Linear Foot	$ 4.30	$ 2,838 00
36	496	200	L F	Remove and Legally Dispose of Existing 36-inch Concrete Pipe @ FOUR DOLLARS AND THIRTY CENTS Per Linear Foot	$ 4.30	$ 860 00
37	496	18	EA	Remove and Legally Dispose of Existing 15-inch SET @ TWO HUNDRED FIFTY SIX DOLLARS AND ZERO CENTS Per Each	$ 256 00	$ 4,608.00
38	496	2	EA	Remove and Legally Dispose of Existing 18-inch SET @ TWO HUNDRED FIFTY SIX DOLLARS AND ZERO CENTS Per Each	$ 256 00	$ 512 00

Bid Sheet Must Be Initialed By Same Person As Proposal (MR)

Item No	Spec No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
39	496	1	EA	Remove and Legally Dispose of Existing 30-inch SET @ TWO HUNDRED FIFTY SIX DOLLARS AND ZERO CENTS Per Each	$ 256 00	$ 256 00
40	496	4	EA	Remove and Legally Dispose of Existing 36-inch SET @ TWO HUNDRED FIFTY SIX DOLLARS AND ZERO CENTS Per Each	$ 256 00	$ 1,024 00
41	496	15	EA	Remove and Legally Dispose of Existing Grate Inlet @ FIFTY SEVEN DOLLARS AND TWENTY CENTS Per Each	$ 57 20	$ 858 00
42	400/464/473	40	L F	Furnish and Install 12-inch RCP (Class III C-76), All Depths, Complete in Place @ FORTY DOLLARS AND FIFTY CENTS Per Linear Foot	$ 40 50	$ 1,620 00
43	400/464/473	125	L F	Furnish and Install 15-inch RCP (Class III C-76), All Depths, Complete in Place @ FORTY TWO DOLLARS AND FIFTY CENTS Per Linear Foot	$ 42 50	$ 5,312 50
44	400/464/473	410	L F	Furnish and Install 18-inch RCP (Class III C-76), All Depths, Complete in Place @ FIFTY SEVEN DOLLARS AND THIRTY CENTS Per Linear Foot	$ 57 30	$ 23,493 00

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
45	400/464/473	940	L F	Furnish and Install 24-inch RCP (Class III C-76), All Depths, Complete in Place @ FORTY FIVE DOLLARS AND ZERO CENTS Per Linear Foot	$ 45 00	$ 42,300 00
46	400/464/473	980	L F	Furnish and Install 30-inch RCP (Class III C-76), All Depths, Complete in Place @ FIFTY THREE DOLLARS AND TEN CENTS Per Linear Foot	$ 53 10	$ 52,038 00
47	400/464/473	170	L F	Furnish and Install 36-inch RCP (Class III C-76), All Depths, Complete in Place @ SEVENTY ~~FOUR~~ MR FOUR DOLLARS AND THIRTY CENTS Per Linear Foot	$ 74 30	$ 12,631 00
48	400/464/473	685	L F	Furnish and Install 48-inch RCP (Class III C-76), All Depths, Complete in Place @ NINETY EIGHT DOLLARS AND FIFTY CENTS Per Linear Foot	$ 98 50	$ 67,472 50
49	400/464/473	940	L F	Furnish and Install 54-inch RCP (Class III C-76), All Depths, Complete in Place @ ONE HUNDRED FORTY ONE DOLLARS AND THIRTY CENTS Per Linear Foot	$ 141 30	$ 132,822 00
50	400/460/473	24	L F	Furnish and Install 54-inch CMP (Galvanized Steel, Type 1-R), All Depths, Complete in Place @ ONE HUNDRED SEVENTEEN DOLLARS AND EIGHTY CENTS Per Linear Foot	$ 117 80	$ 2,827 20

Bid Sheet Must Be Initialed By Same Person As Proposal (M.R.)

Item No	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
51	400/462/473	130	L F	Furnish and Install 4'x2' RCB, C-1433, All Depths, Complete in Place		
				@ ONE HUNDRED SIXTY NINE DOLLARS AND NINETY CENTS Per Linear Foot	$ 169 90	$ 22,087 00
52	420/421/440/ 465/471	2	EA	Furnish and Install 54-inch RCP to 4'x2' RCB Junction Box, All Depths, Complete in Place		
				@ ELEVEN THOUSAND ONE HUNDRED SEVENTY TWO DOLLARS AND ZERO CENTS Per Each	$ 11,172 00	$ 22,344 00
53	420/421/440/ 465/471	40	EA	Furnish and Install Type 'B-B' Inlet, Complete in Place		
				@ NINETEEN HUNDRED EIGHTY THREE DOLLARS AND THIRTY CENTS Per Each	$ 1,983 30	$ 79,332 00
54	420/421/440/ 465/471	4	EA	Furnish and Install Type 'A' Inlet, Complete in Place		
				@ ELEVEN HUNDRED FIFTY ONE DOLLARS AND SIXTY CENTS Per Each	$ 1,151 60	$ 4,606 40
55	420/421/440/ 465/471	6	EA	Furnish and Install Type 'E' Inlet, Complete in Place		
				@ SIXTEEN HUNDRED TWENTY TWO DOLLARS AND ZERO CENTS Per Each	$ 1,622 00	$ 9,732 00
56	420/421/440/ 465/471	31	EA	Furnish and Install Storm Manhole, Complete in Place		
				@ TWENTY EIGHT HUNDRED FORTY SEVEN DOLLARS AND THIRTY CENTS Per Each	$ 2,847 30	$ 88,266 30

Bid Sheet Must Be Initialed By Same Person As Proposal (M.R.)

Item No	Spec. No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
57	420/421/440/ 465/471	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving), Complete in Place		
				@ THIRTY FOUR HUNDRED EIGHTY TWO DOLLARS AND SIXTY CENTS Per Each	$ 3,482 60	$ 6,965 20
58	402	4,420	L F	Trench Safety System for Construction of Storm Sewer, Complete in Place		
				@ ZERO DOLLARS AND EIGHTY CENTS Per Linear Foot	$,80	$ 3,536 00
59	420/421/432/ 440	1	L S	Outfall Structure including Rip Rap, Complete in-Place		
				@ THIRTY SIX HUNDRED FORTY NINE DOLLARS AND ZERO CENTS Per Lump Sum	$ 3,649 00	$ 3,649 00
60	490/491	1	Ea	Furnish and Install Timber Bent for 54-inch CGMP Storm Sewer, Complete in Place		
				@ SIXTEEN HUNDRED TWENTY ONE DOLLARS AND EIGHTY CENTS Per Each	$ 1,621 80	$ 1,621 80
SUBTOTAL DRAINAGE ITEMS						$ 596,772 40
MISCELLANEOUS ITEMS						
61	500	1	L S	Mobilization, Complete in Place		
				@ ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS Per Lump Sum	$ 150000	$ 150000
62	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ FIVE HUNDRED FIFTY FOUR DOLLARS AND FORTY CENTS Per Each	$ 554 40	$ 1,108 80

Bid Sheet Must Be Initialed By Same Person As Proposal ( )

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
63	502/508/510	6	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ TWENTY THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS Per Month	$ 20,900 00	$ 125,400 00
SUBTOTAL MISCELLANEOUS ITEMS						$ 276,508 80
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
64	168	360	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place		
				@ FIFTY DOLLARS AND ZERO CENTS Thousand Gallon	$ 50 00 ($50 00)*	$ 18,000 00
65	132	100	C Y	Furnish Borrow as Directed by Engineer, Complete in Place		
				@ EIGHT DOLLARS AND ZERO CENTS Per Cubic Yard	$ 8 00 ($8 00)*	$ 800 00
66	400	100	C Y	Extra Class "A" Cement Stabilized Sand Backfill as Directed by Engineer, Complete in Place		
				@ TWENTY SIX DOLLARS AND ZERO CENTS Per Cubic Yard	$ 26 00 ($22 00)*	$ 2,600 00
67	400	100	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place		
				@ EIGHTEEN DOLLARS AND ZERO CENTS Per Cubic Yard	$ 18 00 ($18 00)*	$ 1,800 00

Bid Sheet Must Be Initialed By Same Person As Proposal (MR)

Item No.	Spec. No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
68	400	100	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place		
				@ TWENTY DOLLARS AND ZERO CENTS Per Cubic Yards	$ 20 00 ($20 00)*	$ 2,000 00
69	440	4,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place		
				@ ZERO DOLLARS AND SIXTY CENTS Per Pound	$ .60 ($ 50)*	$ 2,400 00
70	110	100	C Y	Extra Haul and Legally Dispose of Excavated Material, Complete in Place		
				@ TEN DOLLARS AND ZERO CENTS Per Cubic Yard	$ 10 00 ($10 00)*	$ 1,000 00
71	420	200	C Y	Extra Class "A" Concrete with Reinforcing Steel including Forming, Complete in Place		
				@ TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS Per Cubic Yard	$ 250 00 ($250 00)*	$ 50,000 00
72	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ FIFTEEN DOLLARS AND ZERO CENTS Per Cubic Yard	$ 15 00 ($10 00)*	$ 1,500 00
73	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place		
				@ FIFTEEN DOLLARS AND ZERO CENTS Per Cubic Yard	$ 15.00 ($15 00)*	$ 1,500 00

Bid Sheet Must Be Initialed By Same Person As Proposal (M.B)

Item No.	Spec No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
74	5112	2	EA	Furnish and Install 4-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place		
				@ FIFTEEN HUNDRED DOLLARS AND ZERO CENTS Per Each	$ 1,500 00 ($1,500 00)*	$ 3,000 00
75	5112	4	EA	Furnish and Install 8-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place		
				@ TWENTY FIVE HUNDRED DOLLARS AND ZERO CENTS Per Each	$ 2,500 00 ($2,500 00)*	$ 10,000 00
76	5112	4	EA	Furnish and Install 10-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place		
				@ THIRTY FIVE HUNDRED DOLLARS AND ZERO CENTS Per Each	$ 3,500 00 ($2,750 00)*	$ 14,000 00
77	SS 5244	1	EA	Remove and Replace 4-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ TWO THOUSAND DOLLARS AND ZERO CENTS Per Each	$ 2,000 00 ($1,500 00)*	$ 2,000 00

Item No.	Spec No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
78	SS 5244	4	EA	Remove and Replace 6-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Twenty Five Hundred Dollars and Zero Cents Per Each	$ 2,500 00 ($1,750 00)*	$ 10,000 00
79	SS 5244	2	EA	Remove and Replace 8-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Three Thousand Dollars and Zero Cents Per Each	$ 3,000 00 ($2,000 00)*	$ 6,000 00
80	SS 5244	1	EA	Remove and Replace 12-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Thirty Five Hundred Dollars and Zero Cents Per Each	$ 3 500 00 ($2,500 00)*	$ 3,500 00

SUBTOTAL EXTRA WORK ITEMS $ 130,100 00

TOTAL AMOUNT $ 1,715,021.00

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.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos ____, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

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

Bid Sheet Must Be Initialed By Same Person As Proposal (M.R)

BID NUMBER B111045

BID PROPOSAL

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

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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 - VII of this bid package.

BIDDER	HARRIS CONSTRUCTION COMPANY, LTD.
SIGNATURE	
PRINT NAME	Its General Partner GHCC LLC
TITLE	Gregory L Stadler, Vice President
ADDRESS	6602 GUHN ROAD
CITY, STATE	HOUSTON, TX
ZIP	77040
TELEPHONE	713-690-0791
FAX NO	713-690-0797
DATE	JUNE 7, 2011
TAX I D No	76-0290986

BID SHEET

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)

PATE JOB NO. 1306-005-00
GALVESTON COUNTY, TEXAS

Item No	Spec No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	37	STA	Preparing of Right-of-Way for Construction, Complete in Place		
				@ THREE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS & ZERO CENTS Per Station	$ 3,880 00	$ 143,560 00
2	105	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material, All Depths, Complete in Place		
				@ SEVEN HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS Per Station	$ 775 00	$ 24,800 00
3	TxDot Spec 104	370	S Y	Remove and Legally Dispose of Existing Concrete Paving including Sawcut, All Depths, Complete in Place		
				@ SIX DOLLARS & TWENTY FIVE CENTS Per Square Yard	$ 6 25	$ 2,312 50
4	110	7,685	C Y	Excavation (Roadway), Measured by Plan Quantity, Complete in Place		
				@ EIGHT DOLLARS & NINETY FIVE CENTS Per Cubic Yard	$ 8 95	$ 68,780 75

Bid Sheet Must Be Initialed By Same Person As Proposal

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
5	132	654	C Y	Embankment, Measured by Plan Quantity, Complete in Place		
				@ THREE DOLLARS & SIXTY CENTS	$ 3 60	$ 2,354 40
				Per Cubic Yard		
6	760	900	L F	Clean and Reshape Ditches as Shown on the Plans, Complete in Place		
				@ FOUR DOLLARS & TWENTY CENTS	$ 4 20	$ 3,780 00
				Per Linear Foot		
SUBTOTAL EARTHWORK ITEMS						$ 245,587 65
PAVING ITEMS						
7	260	10,100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade, Complete in Place		
				@ THREE DOLLARS & FIFTEEN CENTS	$ 3 15	$ 31,815 00
				Per Square Yard		
8	260	165	TON	Furnish Lime (6% by Dry Weight), Complete in Place		
				@ ONE HUNDRED SIXTY DOLLARS & ZERO CENTS	$ 160 00	$ 26,400 00
				Per Ton		
9	360/421/440	9,900	S Y	Furnish and Install 8-inch Reinforced Concrete Pavement, Complete in Place		
				@ THIRTY TWO DOLLARS & EIGHTY FIVE CENTS	$ 32 85	$ 325,215 00
				Per Square Yard		
10	260/360/421/ 530/440	1,100	S Y	Construct & Pave 6-inch Concrete Driveways, Complete in Place		
				@ THIRTY DOLLARS & SEVENTY FIVE CENTS	$ 30 75	$ 33,825 00
				Per Square Yard		

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	360/420/421/ 440/529	350	L F	Furnish and Install 6-inch Slotted Curb, Complete in Place		
				@ TWO DOLLARS & SEVENTY FIVE CENTS Per Linear Foot	$ 2 75	$ 962 50
12	360/420/421/ 440/529	5,500	L.F	Furnish and Install 6-inch Reinforced Concrete Curb, Complete in Place		
				@ TWO DOLLARS & FIFTEEN CENTS Per Linear Foot	$ 2 15	$ 11,825 00
13	360/420/421/ 440/531	2,600	S Y	Furnish and Install 4 1/2-inch Reinforced Concrete Sidewalks, Complete in Place		
				@ TWENTY SEVEN DOLLARS & SIXTY FIVE CENTS Per Square Yard	$ 27 65	$ 71,890 00
14	360/420/421/ 440/531	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps, Complete in Place		
				@ ONE THOUSAND FIFTEEN DOLLARS & ZERO CENTS Per Each	$ 1,015 00	$ 4,060 00
15	421/440/442/ 445/446/450	75	L F	Furnish and Install Safety Rail, Complete in Place		
				@ EIGHTY SEVEN DOLLARS & ZERO CENTS Per Linear Foot	$ 87 00	$ 6,525 00
16	360/361/421/ 440	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot, Complete in Place		
				@ SEVENTY ONE DOLLARS & NINETY FIVE CENTS Per Square Yard	$ 71 95	$ 2,878 00

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	421/440/441/ 496/442/445/ 634/636/643/ 656	11	EA	Remove and Relocate Existing Traffic Signs, Complete in Place		
				@ TWO HUNDRED TEN DOLLARS & ZERO CENTS Per Each	$ 210 00	$ 2,310 00
18	421/440/441/ 442/445/634 636/643/ 656	9	EA	Furnish and Install Roadside Sign Assembly, Complete in Place		
				@ THREE HUNDRED THIRTY FIVE DOLLARS & ZERO CENTS Per Each	$ 335 00	$ 3,015 00
19	666	5,250	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-inch Yellow Solid, Complete in Place		
				@ ZERO DOLLARS & SEVENTY CENTS Per Linear Foot	$ 0 70	$ 3,675 00
20	666	100	L F	Furnish and Install Reflectorized Pavement Markings - Type I 8-inch White Solid, Complete in Place		
				@ TWO DOLLARS & ZERO CENTS Per Linear Foot	$ 2 00	$ 200 00
21	666	80	L F	Furnish and Install Reflectorized Pavement Markings - Type I 12-inch White Solid, Complete in Place		
				@ SIX DOLLARS & ZERO CENTS Per Linear Foot	$ 6 00	$ 480 00

Item No.	Spec No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	666	200	L F	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid, Complete in Place		
				@ EIGHT DOLLARS & FIFTY CENTS Per Linear Foot	$ 8 50	$ 1,700 00
23	672	130	EA	Furnish and Install 4-inch Square Pavement Marker (Type II A-A), Complete in Place		
				@ FIVE HUNDRED DOLLARS & ZERO CENTS Per Each	$ 5 50	$ 715 00
24	668	2	EA	Furnish and Install Reflectorized Pavement Markings, Words and Shapes, Complete in Place		
				@ THREE HUNDRED DOLLARS & ZERO CENTS Per Each	$ 300 00	$ 600 00
SUBTOTAL PAVING ITEMS						$ 528,090 50
EROSION CONTROL ITEMS						
25	506	1	L S	Pollution Prevention Implementation including Maintenance, including Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place		
				@ ONE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS Per Lump Sum	$ 1,975 00	$ 1,975 00
26	506	1	L S	Furnish and Install Reinforced Fabric Barrier, Complete in Place		
				@ FOUR THOUSAND FOUR HUNDRED DOLLARS & ZERO CENTS Per Lump Sum	$ 4,400 00	$ 4,400 00

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
27	506	800	L F	Furnish and Install Inlet Protection Barrier, Complete in Place		
				@ ONE DOLLAR & NINETY FIVE CENTS Per Linear Foot	$ 1 95	$ 1,560 00
28	164	3	AC	Furnish and Install Broadcast Seeding, Complete in Place		
				@ SEVEN HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS Per Acre	$ 775 00	$ 2,325 00
29	162	1,000	S Y	Furnish and Install Block Sodding 16-inch Strip behind Curb, Complete in Place		
				@ FOUR DOLLARS & SEVENTY FIVE CENTS Per Square Yard	$ 4 75	$ 4,750 00
SUBTOTAL EROSION CONTROL ITEMS						$ 15,010 00
WATERLINE ITEMS						
30	5112	3	EA	Adjust Water Valve Box to Proposed Grade, Complete in Place		
				@ FOUR HUNDRED FIFTY DOLLARS & ZERO CENTS Per Each	$ 450 00	$ 1,350 00
SUBTOTAL WATERLINE ITEMS						$ 1,350 00
DRAINAGE ITEMS						
31	496	25	L F	Remove and Legally of Dispose Existing 12-inch Concrete Pipe		
				@ SIX DOLLARS & NINETY CENTS Per Linear Foot	$ 6 90	$ 172 50
32	496	190	L F	Remove and Legally Dispose of Existing 15-inch Concrete Pipe		
				@ SEVEN DOLLARS & TWENTY FIVE CENTS Per Linear Foot	$ 7 25	$ 1,377 50

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	496	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe		
				@ EIGHT DOLLARS & TWENTY FIVE CENTS Per Linear Foot	$ 8 25	$ 1,815 00
34	496	300	L F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe		
				@ NINE DOLLARS & FIFTY CENTS Per Linear Foot	$ 9 50	$ 2,850 00
35	496	660	L.F	Remove and Legally Dispose of Existing 30-inch Concrete Pipe		
				@ TEN DOLLARS & SEVENTY FIVE CENTS Per Linear Foot	$ 10 75	$ 7,095 00
36	496	200	L F	Remove and Legally Dispose of Existing 36-inch Concrete Pipe		
				@ TWELVE DOLLARS & ZERO CENTS Per Linear Foot	$ 12 00	$ 2,400 00
37	496	18	EA	Remove and Legally Dispose of Existing 15-inch SET		
				@ TWO HUNDRED TEN DOLLARS & ZERO CENTS Per Each	$ 210 00	$ 3,780 00
38	496	2	EA	Remove and Legally Dispose of Existing 18-inch SET.		
				@ TWO HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS Per Each	$ 275 00	$ 550 00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
39	496	1	EA	Remove and Legally Dispose of Existing 30-inch SET		
				@ THREE HUNDRED DOLLARS & ZERO CENTS Per Each	$ 300 00	$ 300 00
40	496	4	EA	Remove and Legally Dispose of Existing 36-inch SET		
				@ THREE HUNDRED SIXTY DOLLARS & ZERO CENTS Per Each	$ 360 00	$ 1,440 00
41	496	15	EA	Remove and Legally Dispose of Existing Grate Inlet		
				@ FOUR HUNDRED FIFTEEN DOLLARS & ZERO CENTS Per Each	$ 415 00	$ 6,225 00
42	400/464/473	40	L F	Furnish and Install 12-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ THIRTY FOUR DOLLARS & ZERO CENTS Per Linear Foot	$ 34 00	$ 1,360 00
43	400/464/473	125	L F	Furnish and Install 15-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ THIRTY FIVE DOLLARS & THIRTY FIVE CENTS Per Linear Foot	$ 35 35	$ 4,418 75
44	400/464/473	410	L F	Furnish and Install 18-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ FORTY DOLLARS & NINETY CENTS Per Linear Foot	$ 40 90	$ 16,769 00

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
45	400/464/473	940	L F	Furnish and Install 24-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ SIXTY FOUR DOLLARS & FIFTY CENTS Per Linear Foot	$ 64 50	$ 60,630 00
46	400/464/473	980	L.F	Furnish and Install 30-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ EIGHTY THREE DOLLARS & EIGHTY FIVE CENTS Per Linear Foot	$ 83 85	$ 82,173 00
47	400/464/473	170	L F	Furnish and Install 36-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ ONE HUNDRED ONE DOLLARS & ZERO CENTS Per Linear Foot	$ 101 00	$ 17,170 00
48	400/464/473	685	L F	Furnish and Install 48-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ ONE HUNDRED THIRTY FOUR DOLLARS & THIRTY CENTS Per Linear Foot	$ 134 30	$ 91,995 50
49	400/464/473	940	L F	Furnish and Install 54-inch RCP (Class III C-76), All Depths, Complete in Place		
				@ ONE HUNDRED EIGHTY DOLLARS & ZERO CENTS Per Linear Foot	$ 180 00	$ 169,200 00
50	400/460/473	24	L F	Furnish and Install 54-inch CMP (Galvanized Steel, Type 1-R), All Depths, Complete in Place		
				@ ONE HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS Per Linear Foot	$ 175 00	$ 4,200 00

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
51	400/462/473	130	L F	Furnish and Install 4'x2' RCB, C-1433, All Depths, Complete in Place		
				@ ONE HUNDRED NINETY TWO DOLLARS & ZERO CENTS Per Linear Foot	$ 192 00	$ 24,960 00
52	420/421/440/ 465/471	2	EA	Furnish and Install 54-inch RCP to 4'x2' RCB Junction Box, All Depths, Complete in Place		
				@ EIGHT THOUSAND TWO HUNDRED DOLLARS & ZERO CENTS Per Each	$ 8,200 00	$ 16,400 00
53	420/421/440/ 465/471	40	EA	Furnish and Install Type 'B-B' Inlet, Complete in Place		
				@ ONE THOUSAND THREE HUNDRED THIRTY SEVEN DOLLARS & SEVENTY FIVE CENTS Per Each	$ 1,337 75	$ 53,510 00
54	420/421/440/ 465/471	4	EA	Furnish and Install Type 'A' Inlet, Complete in Place		
				@ SEVEN HUNDRED THIRTY FOUR DOLLARS & FIFTY CENTS Per Each	$ 734 50	$ 2,938 00
55	420/421/440/ 465/471	6	EA	Furnish and Install Type 'E' Inlet, Complete in Place		
				@ ONE THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS & ZERO CENTS Per Each	$ 1,517 00	$ 9,102 00
56	420/421/440/ 465/471	31	EA	Furnish and Install Storm Manhole, Complete in Place		
				@ ONE THOUSAND FOUR HUNDRED FIFTY SEVEN DOLLARS & ZERO CENTS Per Each	$ 1,457 00	$ 45,167 00

Item No	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
57	420/421/440/ 465/471	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving), Complete in Place		
				@ ONE THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS & ZERO CENTS Per Each	$ 1,552 00	$ 3,104 00
58	402	4,420	L F	Trench Safety System for Construction of Storm Sewer, Complete in Place		
				@ ONE DOLLAR & TWENTY CENTS Per Linear Foot	$ 1 20	$ 5,304 00
59	420/421/432/ 440	1	L S	Outfall Structure including Rip Rap, Complete in-Place		
				@ FIVE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS Per Lump Sum	$ 5,975 00	$ 5,975 00
60	490/491	1	Ea	Furnish and Install Timber Bent for 54-inch CGMP Storm Sewer, Complete in Place		
				@ ONE THOUSAND ONE HUNDRED NINETY FIVE DOLLARS & ZERO CENTS Per Each	$ 1,195 00	$ 1,195 00
SUBTOTAL DRAINAGE ITEMS						$ 643,576 25
MISCELLANEOUS ITEMS						
61	500	1	L S	Mobilization, Complete in Place		
				@ FIFTEEN THOUSAND DOLLARS & ZERO CENTS Per Lump Sum	$ 150000	$ 150000
62	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ EIGHT HUNDRED THIRTY SIX DOLLARS & ZERO CENTS Per Each	$ 836 00	$ 1,672 00

Bid Sheet Must Be Initialed By Same Person As Proposal GAB

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
63	502/508/510	6	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ ONE THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS & ZERO CENTS Per Month	$ 1,325 00	$ 7,950 00
SUBTOTAL MISCELLANEOUS ITEMS						$ 24,622 00
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
64	168	360	M.G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place		
				@ FIFTY DOLLARS & ZERO CENTS Thousand Gallon	$ 50 00 ($50 00)*	$ 18,000 00
65	132	100	C Y	Furnish Borrow as Directed by Engineer, Complete in Place		
				@ EIGHT DOLLARS & ZERO CENTS Per Cubic Yard	$ 8 00 ($8 00)*	$ 800 00
66	400	100	C Y	Extra Class "A" Cement Stabilized Sand Backfill as Directed by Engineer, Complete in Place		
				@ TWENTY TWO DOLLARS & ZERO CENTS Per Cubic Yard	$ 22 00 ($22 00)*	$ 2,200 00
67	400	100	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place		
				@ EIGHTEEN DOLLARS & ZERO CENTS Per Cubic Yard	$ 18 00 ($18 00)*	$ 1,800 00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
68	400	100	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place.		
				@ TWENTY DOLLARS & ZERO CENTS Per Cubic Yards	$ 20 00 ($20 00)*	$ 2,000 00
69	440	4,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place·		
				@ ZERO DOLLARS & FIFTY CENTS Per Pound	$ 0 50 ($ 50)*	$ 2,000 00
70	110	100	C Y	Extra Haul and Legally Dispose of Excavated Material, Complete in Place		
				@ TEN DOLLARS & ZERO CENTS Per Cubic Yard	$ 10 00 ($10 00)*	$ 1,000 00
71	420	200	C Y	Extra Class "A" Concrete with Reinforcing Steel including Forming, Complete in Place		
				@ TWO HUNDRED FIFTY DOLLARS & ZERO CENTS Per Cubic Yard	$ 250 00 ($250 00)*	$ 50,000 00
72	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ TEN DOLLARS & ZERO CENTS Per Cubic Yard	$ 10 00 ($10 00)*	$ 1,000 00
73	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place		
				@ FIFTEEN DOLLARS & ZERO CENTS Per Cubic Yard	$ 15 00 ($15 00)*	$ 1,500 00

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
74	5112	2	EA.	Furnish and Install 4-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place		
				@ ONE THOUSAND FIVE HUNDRED DOLLARS & ZERO CENTS Per Each	$ 1,500 00 ($1,500 00)*	$ 3,000 00
75	5112	4	EA	Furnish and Install 8-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place		
				@ TWO THOUSAND FIVE HUNDRED DOLLARS & ZERO CENTS Per Each	$ 2,500 00 ($2,500 00)*	$ 10,000 00
76	5112	4	EA	Furnish and Install 10-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place		
				@ TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS & ZERO CENTS Per Each	$ 2,750 00 ($2,750 00)*	$ 11,000 00
77	SS 5244	1	EA	Remove and Replace 4-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ ONE THOUSAND FIVE HUNDRED DOLLARS & ZERO CENTS Per Each	$ 1,500 00 ($1,500 00)*	$ 1,500 00

Item No	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
78	SS 5244	4	EA	Remove and Replace 6-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS & ZERO CENTS Per Each	$ 1,750 00 ($1,750 00)*	$ 7,000 00
79	SS 5244	2	EA	Remove and Replace 8-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place.		
				@ TWO THOUSAND DOLLARS & ZERO CENTS Per Each	$ 2,000 00 ($2,000 00)*	$ 4,000 00
80	SS 5244	1	EA	Remove and Replace 12-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ TWO THOUSAND FIVE HUNDRED DOLLARS & ZERO CENTS Per Each	$ 2,500 00 ($2,500 00)*	$ 2,500 00

SUBTOTAL EXTRA WORK ITEMS $ 119,300 00

TOTAL AMOUNT $ 1,577,536 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.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos ____, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

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

BID NUMBER B111045

BID PROPOSAL

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

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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 - VII of this bid package

BIDDER	RW Lucas Construction, LLC
SIGNATURE	RL
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	June 7, 2011
TAX I D No	27-3076189

BID SHEET

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)

PATE JOB NO. 1306-005-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS:						
1	100	37	STA	Preparing of Right-of-Way for Construction, Complete in Place:		
				@ Two hundred fifty dollars zero cents Per Station	$250 00	$ 9,250 00
2	105	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material, All Depths, Complete in Place.		
				@ One thousand dollars zero cents Per Station	$1,000 00	$ 32,000 00
3	TxDot Spec 104	370	S.Y.	Remove and Legally Dispose of Existing Concrete Paving including Sawcut, All Depths, Complete in Place		
				@ Ten dollars zero cents Per Square Yard	$ 10 00	$ 3,700 00
4	110	7,685	C Y	Excavation (Roadway), Measured by Plan Quantity, Complete in Place		
				@ Nine dollars zero cents Per Cubic Yard	$ 9 00	$ 69,165 00

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Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
5	132	654	C Y	Embankment, Measured by Plan Quantity, Complete in Place		
				@ Twelve dollars zero cents Per Cubic Yard	$12 00	$7,848 00
6	760	900	L F	Clean and Reshape Ditches as Shown on the Plans, Complete in Place		
				@ Five dollars zero cents Per Lineal Foot	$5 00	$4,500 00
SUBTOTAL EARTHWORK ITEMS						$126,463 00
PAVING ITEMS:						
7	260	10,100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade, Complete in Place		
				@ Two dollars zero cents Per Square Yard	$2 00	$20,200 00
8	260	165	TON	Furnish Lime (6% by Dry Weight), Complete in Place		
				@ One hundred sixty dollars zero cents Per Ton	$160 00	$26,400 00
9	360/421/440	9,900	S Y	Furnish and Install 8-inch Reinforced Concrete Pavement, Complete in Place		
				@ Thirty two dollars zero cents Per Square Yard	$32 00	$316,800.00
10	260/360/421/ 530/440	1,100	S Y	Construct & Pave 6-inch Concrete Driveways, Complete in Place		
				@ Thirty six dollars zero cents Per Square Yard	$36 00	$39,600 00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	360/420/421/ 440/529	350	L.F.	Furnish and Install 6-inch Slotted Curb, Complete in Place		
				@ Four dollars zero cents Per Linear Foot	$4 00	$ 1,400 00
12	360/420/421/ 440/529	5,500	L F	Furnish and Install 6-inch Reinforced Concrete Curb, Complete in Place		
				@ Three dollars zero cents Per Linear Foot	$ 3 00	$ 16,500 00
13	360/420/421/ 440/531	2,600	S Y	Furnish and Install 4 1/2-inch Reinforced Concrete Sidewalks, Complete in Place		
				@ Thirty dollars zero cents Per Square Yard	$ 30 00	$ 78,000 00
14	360/420/421/ 440/531	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps, Complete in Place		
				@ Five hundred fifty nine dollars zero cents Per Each	$ 559 00	$2,236 00
15	421/440/442/ 445/446/450	75	L F	Furnish and Install Safety Rail, Complete in Place		
				@ Seventy six dollars zero cents Per Linear Foot	$76 00	$ 5,700 00
16	360/361/421/ 440	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot, Complete in Place		
				@ Fifty dollars zero cents Per Square Yard	$ 50 00	$ 2,000 00

Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	421/440/441/ 496/442/445/ 634/636/643/ 656	11	EA	Remove and Relocate Existing Traffic Signs, Complete in Place.		
				@ Seventy five dollars zero cents Per Each	$ 75 00	$ 825 00
18	421/440/441/ 442/445/634 636/643/ 656	9	EA	Furnish and Install Roadside Sign Assembly, Complete in Place		
				@ Two hundred sixty dollars zero cents Per Each	$ 260 00	$ 2 340 00
19	666	5,250	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-inch Yellow Solid, Complete in Place		
				@ Zero dollars forty cents Per Linear Foot	$ 0.40	$ 2,100 00
20	666	100	L F	Furnish and Install Reflectorized Pavement Markings - Type I 8-inch White Solid, Complete in Place		
				@ One dollar zero cents Per Linear Foot	$ 1 00	$ 100 00
21	666	80	L F	Furnish and Install Reflectorized Pavement Markings - Type I 12-inch White Solid, Complete in Place		
				@ Two dollars zero cents Per Linear Foot	$ 2 00	$ 160.00

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	666	200	L F.	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid, Complete in Place		
				@ Four dollars fifty cents Per Linear Foot	$4 50	$900 00
23	672	130	EA	Furnish and Install 4-inch Square Pavement Marker (Type II A-A), Complete in Place		
				@ Four dollars zero cents Per Each	$4 00	$520 00
24	668	2	EA	Furnish and Install Reflectorized Pavement Markings, Words and Shapes, Complete in Place		
				@ One hundred dollars zero cents Per Each	$100 00	$200 00
SUBTOTAL PAVING ITEMS						$768,907 00
EROSION CONTROL ITEMS						
25	506	1	L S	Pollution Prevention Implementation including Maintenance, including Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place·		
				@ Three thousand dollars zero cents Per Lump Sum	$3,000 00	$3,000 00
26	506	1	L S	Furnish and Install Reinforced Fabric Barrier, Complete in Place		
				@ One thousand dollars zero cents Per Lump Sum	$1,000 00	$1,000 00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
27	506	800	L F	Furnish and Install Inlet Protection Barrier, Complete in Place		
				@ Two dollars fifty cents Per Linear Foot	$2 50	$2,000 00
28	164	3	AC	Furnish and Install Broadcast Seeding, Complete in Place		
				@ One thousand five hundred dollars zero cents Per Acre	$1,500 00	$4,500 00
29	162	1,000	S Y	Furnish and Install Block Sodding 16-inch Strip behind Curb, Complete in Place		
				@ Three dollars zero cents Per Square Yard	$3 00	$3,000 00
SUBTOTAL EROSION CONTROL ITEMS						$13,500 00
WATERLINE ITEMS						
30	5112	3	EA	Adjust Water Valve Box to Proposed Grade, Complete in Place		
				@ Three hundred dollars zero cents Per Each	$300 00	$900 00
SUBTOTAL WATERLINE ITEMS						$900 00
DRAINAGE ITEMS						
31	496	25	L F	Remove and Legally of Dispose Existing 12-inch Concrete Pipe.		
				@ Nineteen dollars zero cents Per Linear Foot	$19 00	$475 00
32	496	190	L.F	Remove and Legally Dispose of Existing 15-inch Concrete Pipe		
				@ Nineteen dollars zero cents Per Linear Foot	$19 00	$3,610 00

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Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	496	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe		
				@ Nineteen dollars zero cents Per Linear Foot	$ 19 00	$ 4,180 00
34	496	300	L F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe		
				@ Twenty dollars zero cents Per Linear Foot	$ 20 00	$ 6 000 00
35	496	660	L F.	Remove and Legally Dispose of Existing 30-inch Concrete Pipe		
				@ Nineteen dollars fifty cents Per Linear Foot	$ 19 50	$ 12,870.00
36	496	200	L F	Remove and Legally Dispose of Existing 36-inch Concrete Pipe		
				@ Twenty dollars zero cents Per Linear Foot	$ 20 00	$ 4,000 00
37	496	18	EA	Remove and Legally Dispose of Existing 15-inch SET		
				@ Ninety five dollars zero cents Per Each	$ 95 00	$ 1,710 00
38	496	2	EA	Remove and Legally Dispose of Existing 18-inch SET		
				@ Ninety seven dollars zero cents Per Each	$ 97 00	$ 194 00

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Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
39	496	1	EA.	Remove and Legally Dispose of Existing 30-inch SET @ Two hundred twenty six dollars zero cents Per Each	$ 226 00	$ 226 00
40	496	4	EA	Remove and Legally Dispose of Existing 36-inch SET @ Two hundred forty two dollars zero cents Per Each	$ 242 00	$ 968 00
41	496	15	EA	Remove and Legally Dispose of Existing Grate Inlet. @ Two hundred eighteen dollars zero cents Per Each	$ 218 00	$ 3,270 00
42	400/464/473	40	L F	Furnish and Install 12-inch RCP (Class III C-76), All Depths, Complete in Place @ Forty five dollars zero cents Per Linear Foot	$ 45 00	$ 1,800 00
43	400/464/473	125	L F	Furnish and Install 15-inch RCP (Class III C-76), All Depths, Complete in Place @ Sixty two dollars zero cents Per Linear Foot	$ 62.00	$ 7,750.00
44	400/464/473	410	L F.	Furnish and Install 18-inch RCP (Class III C-76), All Depths, Complete in Place: @ Ninety dollars zero cents Per Linear Foot	$ 90 00	$ 36,900 00

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
45	400/464/473	940	L F	Furnish and Install 24-inch RCP (Class III C-76), All Depths, Complete in Place @ Ninety six dollars zero cents Per Linear Foot	$ 96 00	$ 90,240 00
46	400/464/473	980	L F	Furnish and Install 30-inch RCP (Class III C-76), All Depths, Complete in Place: @ Ninety six dollars zero cents Per Linear Foot	$ 96 00	$ 94,080 00
47	400/464/473	170	L F	Furnish and Install 36-inch RCP (Class III C-76), All Depths, Complete in Place @ One hundred eleven dollars zero cents Per Linear Foot	$ 111 00	$ 18,870.00
48	400/464/473	685	L F	Furnish and Install 48-inch RCP (Class III C-76), All Depths, Complete in Place @ One hundred thirty three dollars zero cents Per Linear Foot	$ 133 00	$ 91,105.00
49	400/464/473	940	L F	Furnish and Install 54-inch RCP (Class III C-76), All Depths, Complete in Place @ One hundred seventy six dollars zero cents Per Linear Foot	$ 176 00	$ 165,440 00
50	400/460/473	24	L F	Furnish and Install 54-inch CMP (Galvanized Steel, Type 1-R), All Depths, Complete in Place @ Two hundred dollars zero cents Per Linear Foot	$ 200 00	$ 4,800 00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
51	400/462/473	130	L F	Furnish and Install 4'x2' RCB, C-1433, All Depths, Complete in Place		
				@ One hundred sixty three dollars zero cents Per Linear Foot	$ 163 00	$ 21,190 00
52	420/421/440/ 465/471	2	EA	Furnish and Install 54-inch RCP to 4'x2' RCB Junction Box, All Depths, Complete in Place.		
				@ Six thousand nine hundred fifty dollars zero cents Per Each	$ 6,950 00	$ 13,900 00
53	420/421/440/ 465/471	40	EA	Furnish and Install Type 'B-B' Inlet, Complete in Place.		
				@ Two thousand six hundred seventy six dollars zero cents Per Each	$ 2,676 00	$ 107,040 00
54	420/421/440/ 465/471	4	EA	Furnish and Install Type 'A' Inlet, Complete in Place		
				@ One thousand nine hundred fifty dollars zero cents Per Each	$ 1,950 00	$ 7,800 00
55	420/421/440/ 465/471	6	EA	Furnish and Install Type 'E' Inlet, Complete in Place.		
				@ Two thousand six hundred twenty six dollars zero cents Per Each	$ 2 626 00	$ 15,756.00
56	420/421/440/ 465/471	31	EA	Furnish and Install Storm Manhole, Complete in Place.		
				@ Four thousand thirty dollars zero cents Per Each	$ 4,030 00	$ 124,930 00

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
57	420/421/440/ 465/471	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving), Complete in Place		
				@ Three thousand seven hundred forty dollars zero cents Per Each	$3,740 00	$7,480 00
58	402	4,420	L.F.	Trench Safety System for Construction of Storm Sewer, Complete in Place		
				@ One dollar twenty six cents Per Linear Foot	$ 1 26	$5,569.20
59	420/421/432/ 440	1	L S	Outfall Structure including Rip Rap, Complete in-Place		
				@ Six thousand dollars zero cents Per Lump Sum	$ 6,000 00	$ 6,000 00
60	490/491	1	Ea.	Furnish and Install Timber Bent for 54-inch CGMP Storm Sewer, Complete in Place		
				@ Two thousand one hundred dollars zero cents Per Each	$2,100 00	$ 2,100 00
SUBTOTAL DRAINAGE ITEMS						$ 860,253 20
MISCELLANEOUS ITEMS						
61	500	1	L.S	Mobilization, Complete in Place		
				@ One hundred fifty thousand dollars zero cents Per Lump Sum	$ 150000	$ 150000
62	502	2	EA.	Furnish and Install Project Sign, Complete in Place		
				@ Five hundred dollars zero cents Per Each	$ 500 00	$ 1,000 00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
63	502/508/510	6	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ Five thousand dollars zero cents Per Month	$ 5,000 00	$ 30,000 00

SUBTOTAL MISCELLANEOUS ITEMS· $ 181,000 00

EXTRA WORK ITEMS· (To be used only as directed by the Engineer)

64	168	360	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place		
				@ Fifty dollars zero cents Thousand Gallon	$ 50 00 ($50 00)*	$ 18,000.00
65	132	100	C Y.	Furnish Borrow as Directed by Engineer, Complete in Place·		
				@ Twelve dollars zero cents Per Cubic Yard	$ 12 00 ($8 00)*	$ 1,200.00
66	400	100	C Y.	Extra Class "A" Cement Stabilized Sand Backfill as Directed by Engineer, Complete in Place·		
				@ Twenty six dollars zero cents Per Cubic Yard	$ 26 00 ($22 00)*	$ 2,600.00
67	400	100	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place		
				@ Eighteen dollars zero cents Per Cubic Yard	$ 18 00 ($18 00)*	$ 1,800 00

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
68	400	100	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place·		
				@ Twenty dollars zero Per Cubic Yards	$ 20 00 ($20 00)*	$ 2,000 00
69	440	4,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place		
				@ Zero dollars fifty cents Per Pound	$ 0 50 ($ 50)*	$ 2,000 00
70	110	100	C Y	Extra Haul and Legally Dispose of Excavated Material, Complete in Place·		
				@ Ten dollars zero cents Per Cubic Yard	$ 10 00 ($10.00)*	$ 1,000 00
71	420	200	C Y	Extra Class "A" Concrete with Reinforcing Steel including Forming, Complete in Place		
				@ Two hundred fifty dollars zero cents Per Cubic Yard	$ 250.00 ($250 00)*	$ 50,000 00
72	110	100	C.Y	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ Ten dollars zero cents Per Cubic Yard	$ 10 00 ($10 00)*	$ 1,000 00
73	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place.		
				@ Sixteen dollars zero cents Per Cubic Yard	$ 16 00 ($15.00)*	$ 1,600 00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
74	5112	2	EA	Furnish and Install 4-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place @ One thousand five hundred dollars zero cents Per Each	$ 1,500 00 ($1,500 00)*	$ 3,000 00
75	5112	4	EA	Furnish and Install 8-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place· @ Two thousand five hundred dollars zero cents Per Each	$ 2,500 00 ($2,500.00)*	$ 10,000 00
76	5112	4	EA	Furnish and Install 10-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place @ Two thousand seven hundred fifty dollars zero cents Per Each	$ 2,750 00 ($2,750.00)*	$ 11,000 00
77	SS 5244	1	EA	Remove and Replace 4-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place @ One thousand five hundred twenty dollars ten cents Per Each	$ 1,520 10 ($1,500 00)*	$ 1,520 10

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
78	SS 5244	4	EA	Remove and Replace 6-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place·		
				@ One thousand seven hundred fifty dollars zero cents Per Each	$1,750 00 ($1,750 00)*	$ 7,000 00
79	SS 5244	2	EA.	Remove and Replace 8-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Two thousand dollars zero cents Per Each	$ 2,000 00 ($2,000 00)*	$ 4,000 00
80	SS 5244	1	EA	Remove and Replace 12-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Two thousand five hundred zero cents Per Each	$2,500 00 ($2,500.00)*	$2,500 00
SUBTOTAL EXTRA WORK ITEMS						$ 482 220 10
TOTAL AMOUNT						$ 2,433,243 30

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.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos ____, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

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

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

Transmittal

To: **Patricia Grady**

From: Mike Fitzgerald

Date: July 5, 2011

Re: Owens Drive Improvements Project

Cc: Dwight Sullivan

On June 28, 2011 the Commissioners' Court (agenda item no 21a) awarded the above referenced project.

Please have the Judge sign all four contracts in the place indicated Please let me know when they are ready and we will pick them up and deliver them to the County Clerk

THE STATE OF TEXAS
COUNTY OF GALVESTON

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

OWENS DRIVE IMPROVEMENTS
(From F.M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
Galveston County, Texas

STATE OF TEXAS
JASON BROCK
96725
LICENSED
PROFESSIONAL ENGINEER

MAY 2011

Jason Brock
5/19/11

PATE ENGINEERS
TBPE F-002726

13333 Northwest Fwy, Ste 300 Houston, TX 77040 T 713-462-3178

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph (610) 832-8240

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

(Public Work - State of Texas)

Bond Number 022027001

KNOW ALL MEN BY THESE PRESENTS that METRO CITY CONSTRUCTION, L P as Principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto the County of Galveston, Texas, as obligee (the "Obligee"), in the amount of One Million Six Hundred Thirty Seven Thousand Two Hundred Eighty-Eight & 75/100 *One Million Six Hundred Thirty Seven Thousand Two Hundred Eighty-Eight & 75/1* Dollars ($ 1,637,288 75), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 28 day of June, 2011, for

OWENS DRIVE IMPROVEMENTS, GALVESTON COUNTY, TEXAS

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

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the Provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein Pursuant to Chapter 2253, any notice of claim should be sent to the Surety at the address referenced above

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28 day of June, 2011

WITNESS / ATTEST

METRO CITY CONSTRUCTION, L P
(Principal)

By _____ (Seal)
Name Anthony Diaz Rodriguez
Title President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By _____ (Seal)
Attorney-in-Fact
Steven E. White

Liberty Mutual

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph (610) 832-8240

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

(Public Work - State of Texas)

Bond Number 022027001

KNOW ALL MEN BY THESE PRESENTS that METRO CITY CONSTRUCTION, L P as Principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto the County of Galveston, Texas, as obligee (the "Obligee"), in the amount of One Million Six Hunded Thirty-Seven Thousand Two Hundred Eighty-Eight & 75/100 Dollars ($1637,288 75), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the 28 day of June, 2011, to

OWENS DRIVE IMPROVEMENTS, GALVESTON COUNTY, TEXAS

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

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the Provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein Pursuant to Chapter 2253, any notice of claim should be sent to the Surety at the address referenced above

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28 day of June, 2011

WITNESS / ATTEST

METRO CITY CONSTRUCTION, L P
(Principal)

By (Seal)
Name ANTHONY RAY RODRIGUEZ
Title PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By (Seal)
Attorney-in-Fact
Steven E. White

4284096

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

LAWRENCE L. RHODES, STEVEN E. WHITE, CYNTHIA CAMPBELL, JAYE M. REINERTSEN, ALL OF THE CITY OF HOUSTON, STATE OF TEXAS .....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100************ DOLLARS ($ **50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons

That this power is made and executed pursuant to and by authority of the following By-law and Authorization

ARTICLE XIII - Execution of Contracts Section 5 Surety Bonds and Undertakings
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of December, 2010

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of December, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp Montgomery County
My Commission Expires March 28 2013
Member Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28 day of June, 2011

By David M. Carey
David M Carey, Assistant Secretary

...valid ...mortgage, note, loan, ...er or credit, ... deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual.

Important Notice

TO OBTAIN INFORMATION ABOUT THIS BOND OR TO MAKE A COMPLAINT

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

Your notice of claim against the attached bond may be given to the Surety Company that issued the bond by sending it to the following address

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

You may contact the claim office by telephone at

610-832-8240

Premium or Claim Disputes

If you have a dispute concerning a premium, you should contact the agent first If you have a dispute concerning a claim, you should contact the company first If the dispute is not resolved, you may contact the Texas Department of Insurance

This notice is for information purposes only and does not become a part of or a condition of the attached document It is given to comply with Section 2253 048, Government Code, and Section 53 202, Property Code, Effective September 1, 2001

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2011

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
HUB International Rigg
10777 Westheimer, Suite 300

Houston TX 77042-3454

CONTACT NAME: Jackie Reeves
PHONE (A/C, No, Ext): (713) 978-6668 FAX (A/C, No): (713) 978-6799
E-MAIL ADDRESS: jacqueline reeves@hubinternational
PRODUCER CUSTOMER ID #: 26511

INSURED
Metro City Construction, L P.

5715 Luce Street

Houston TX 77087-4125
(713) 943-0090

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Bituminous Fire and Marine Insur	20109
INSURER B Bituminous Casualty Corp	20095
INSURER C Travelers Lloyds Insurance Co	41262
INSURER D	
INSURER E	
INSURER F	

COVERAGES CERTIFICATE NUMBER: Cert ID 29219 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC	Y	Y	CLP3274633	7/14/2010	7/14/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	CAP3540001	7/14/2010	7/14/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000	Y	Y	CUP2585691	7/14/2010	7/14/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC3539994	7/14/2010	7/14/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			6604269B996	7/14/2010	7/14/2011	Scheduled $1,653,000 Lease/Rented $500,000 per item	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The extensions of coverage shown above apply only where required by a written contract. Re: Owens Drive Improvements (from FM 517 to North of Night Shade Drive), Galveston County; PATE Job# 1306-005-00, Contract # 1
Galveston County and Pate Engineers, Inc. are named as Additional Insured (except WC) and a Waiver of Subrogation (on all Lines) is granted as required by written contract. Should any of the above

CERTIFICATE HOLDER

Galveston County
c/o Pate Engineers, Inc
13333 Northwest Freeway
Suite 300
Houston TX 77040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
6/30/2011

CERTIFICATE HOLDER	INSURED
Galveston County c/o Pate Engineers, Inc 13333 Northwest Freeway Suite 300 Houston TX 77040	Metro City Construction, L P. 5715 Luca Street Houston TX 77087-4125

DESCRIPTION OF OPERATIONS CONTINUED

described policies be cancelled before the expiration date thereof, the issuing insurer or its representative will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives

DOC (10/2003)

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SECTION I

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instructions to Bidders

BID #: B111045
OPEN: 06/07/2011
2:00 PM

INVITATION TO BID
OWENS DRIVE IMPROVEMENTS
GALVESTON COUNTY, TEXAS

BID #B111045

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for
Bid #B111045, Owens Drive Improvements

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 **06/07/2011** 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 **06/07/2011 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 #B111045, Owens Drive Improvements

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

Plans and specifications may be obtained from the office of **Pate Engineers, 13333 Northwest Freeway, Suite 300, Houston, Texas 77040, (713) 462-3178.**

A $75 00 non refundable deposit shall be required for each set of plans and specifications

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

Bids will be completed on the forms and proposal sheets provided.

Each bid must be accompanied by a Certified or Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within sixty (60) days from the date of bid opening, the bidder will enter into a contract and execute any required Performance and Payment Bonds.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids, and to accept bid or bids which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

BID#: B111045
OPEN: 06/07/2011
TIME: 2:00 PM

GENERAL PROVISIONS
OWENS DRIVE IMPROVEMENTS
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

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

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

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

3. TIME FOR RECEIVING BIDS

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

4. BID OPENING

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

GENERAL PROVISIONS
OWENS DRIVE IMPROVEMENTS
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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

GENERAL PROVISIONS
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12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

13. MODIFICATION OF BIDS

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

14. AWARD OF BIDS

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

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

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

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

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

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

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

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

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

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

22. NO COMMITMENT BY COUNTY OF GALVESTON

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

GENERAL PROVISIONS
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23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

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

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

26. BID DISCLOSURES

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

27. PROTEST

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

28. WITHDRAWAL OF BID

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

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29. INDEMNIFICATION

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

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

30. PROOF OF INSURANCE

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

A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

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

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

31. BID BOND

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

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

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32. PERFORMANCE AND PAYMENT BOND(S)

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

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

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

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

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

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

34. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

35. NON-COLLUSIONAFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

36. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

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Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

37. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

GENERAL PROVISIONS
OWENS DRIVE IMPROVEMENTS
GALVESTON COUNTY, TEXAS

Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

38. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev 1 2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following attached forms to:**

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

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service Please check the IRS website at http //www irs gov/pub/irs-pdf/fw9 pdf for the latest revision of this form)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor Vendor shall at its own expense be required to carry the following minimum insurance coverages

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00),
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000 00), and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00)

This insurance shall be either on an occurrence basis or on a claims made basis Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

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

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262 011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that.

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations·

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

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

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

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

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

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

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

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

COUNTY of GALVESTON
Purchasing Department

rev 1 3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

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

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

1.

Business Name:	
Attention Line:	

2.

Physical Address:			
City:		State:	Zip+4:

3.

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

4.

Main Contact Person:	
Main Phone Number:	
Fax Number:	
E-mail Address:	

Areas below are for County use only.

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt or suite no)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S citizen or other U S person (defined below)

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN See the instructions on page 4

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

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

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

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

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

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

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

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

- An individual who is a U S citizen or U S resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301 7701-7)

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

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

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

• The U S grantor or other owner of a grantor trust and not the trust, and

• The U S trust (other than a grantor trust) and not the beneficiaries of the trust

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

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

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

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

2 The treaty article addressing the income

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments This is called "backup withholding " Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators Real estate transactions are not subject to backup withholding

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if:

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9

Also see *Special rules for partnerships* on page 1

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301 7701-3, enter the owner's name on the "Name" line Enter the LLC's name on the "Business name" line

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity You may enter any business, trade, or DBA name on the "Business name" line

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc)

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form

Generally, individuals (including sole proprietors) are not exempt from backup withholding Corporations are exempt from backup withholding for certain payments, such as interest and dividends

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding

The following payees are exempt from backup withholding

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities

Other payees that may be exempt from backup withholding include

6. A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947

The chart below shows types of payments that may be exempt from backup withholding The chart applies to the exempt payees listed above, 1 through 15

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13 Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $800 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1]See Form 1099-MISC, Miscellaneous Income, and its instructions

[2]However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN If the LLC is classified as a corporation or partnership, enter the entity's EIN

Note. See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN. If you do not have a TIN, apply for one immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www ssa gov* You may also get this form by calling 1-800-772-1213 Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business You can get Forms W-7 and SS-4 from the IRS by visiting *www irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676)

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments The 60-day rule does not apply to other types of payments You will be subject to backup withholding on all such payments until you provide your TIN to the requester

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8*

Part II. Certification

To establish to the withholding agent that you are a U S person, or resident alien, sign Form W-9 You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) Exempt payees, see *Exempt Payee* on page 2

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form

3. Real estate transactions. You must sign the certification You may cross out item 2 of the certification

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6 Disregarded entity not owned by an individual	The owner
7 A valid trust, estate, or pension trust	Legal entity [4]
8 Corporate or LLC electing corporate status on Form 8832	The corporation
9 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10 Partnership or multi-member LLC	The partnership
11 A broker or registered nominee	The broker or nominee
12 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish If only one person on a joint account has an SSN, that person s number must be furnished

[2] Circle the minor's name and furnish the minor's SSN

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk.

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft

The IRS does not initiate contacts with taxpayers via emails Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce gov* or contact them at *www consumer gov/idtheft* or 1-877-IDTHEFT(438-4338)

Visit the IRS website at *www irs.gov* to learn more about identity theft and how to reduce your risk

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states the District of Columbia, and U S possessions to carry out their tax laws We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism

You must provide your TIN whether or not you are required to file a tax return Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer Certain penalties may also apply

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed See Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity**

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 08/29/2007

INSTRUCTIONS TO BIDDERS

1. BID PACKAGE

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids.

2. REVIEW

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contact the successful bidder will execute with the County.

3 PRE-BID MODIFICATIONS

Any modification to any portion of this bid packet will be in writing in the form of addenda All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids. Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received

4. BID FORMS

All bids must be submitted on forms furnished by County

5 TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the

envelope for the sole purpose of identifying the Bid Number for which the submission was made. The envelope will then be resealed No liability will attach to a County officer or employee for the premature opening of a bid.

6. **TERM**

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award"

7. **AWARD OF BID**

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid. Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

8 **SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued

9 **REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any Bidder determined to be not responsible.

10. **BID BOND**

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

performance bonds and insurance certificates.

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

11. **PERFORMANCE AND PAYMENT BOND**

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

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas. They shall also be executed by a surety and licensed to do business in Texas

Bidders should familiarize themselves with the entire provisions of V.T.C A ,

Chapter 2253 and the penalties provided for its violations before submitting their bid.

12 **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same. The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work.

13 **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151.309, Texas Tax Code

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9.07 in lieu of the tax Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended

SECTION II

Bid Proposal

Contract Award

BID NUMBER. B111045

BID PROPOSAL

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

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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 - VII 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	6/7/2011
TAX I.D. No.	51-0446360

BID SHEET

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 to North of Night Shade Drive)

PATE JOB NO. 1306-005-00
GALVESTON COUNTY, TEXAS

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS·						
1	100	37	STA.	Preparing of Right-of-Way for Construction, Complete in Place·		
				@ Twenty Six Hundred Ninety Dollars and No Cents Per Station	$ 2,690 00	$ 45,730.00
2	105	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material, All Depths, Complete in Place.		
				@ Four Hundred Eighty Four Dollars and No Cents Per Station	$ 484.00	$ 15,488.00
3	TxDot Spec 104	370	S.Y	Remove and Legally Dispose of Existing Concrete Paving including Sawcut, All Depths, Complete in Place.		
				@ One Dollar and Fifty Five Cents Per Square Yard	$ 1 55	$ 573 50
4	110	7,685	C.Y.	Excavation (Roadway), Measured by Plan Quantity, Complete in Place·		
				@ Six Dollars and Thirty Five Cents Per Cubic Yard	$ 6.35	$ 48,799 75

Bid Sheet Must Be Initialed By Same Person As Proposal (RN)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
5	132	654	C Y.	Embankment, Measured by Plan Quantity, Complete in Place.		
				@ Seven Dollars and Thirty Five Cents Per Cubic Yard	$ 7.35	$ 4,806.90
6	760	900	L F	Clean and Reshape Ditches as Shown on the Plans, Complete in Place·		
				@ Four Dollars and Five Cents Per Linear Foot	$ 4 05	$ 3,645.00
SUBTOTAL EARTHWORK ITEMS						$ 119,043.15
PAVING ITEMS:						
7	260	10,100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade, Complete in Place		
				@ Two Dollars and No Cents Per Square Yard	$ 2.00	$ 20,200.00
8	260	165	TON	Furnish Lime (6% by Dry Weight), Complete in Place.		
				@ One Hundred Thirty Nine Dollars and Seventy Cents Per Ton	$ 139.70	$23,050.50
9	360/421/440	9,900	S.Y	Furnish and Install 8-inch Reinforced Concrete Pavement, Complete in Place.		
				@ Thirty Five Dollars and Eighty Cents Per Square Yard	$ 35.80	$ 354,420.00
10	260/360/421/ 530/440	1,100	S.Y.	Construct & Pave 6-inch Concrete Driveways, Complete in Place:		
				@ Thirty Nine Dollars and No Cents Per Square Yard	$ 39.00	$42,900 00

RNJ

Bid Sheet Must Be Initialed By Same Person As Proposal RNJ

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	360/420/421/ 440/529	350	L F	Furnish and Install 6-inch Slotted Curb, Complete in Place		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$ 1,400.00
12	360/420/421/ 440/529	5,500	L F	Furnish and Install 6-inch Reinforced Concrete Curb, Complete in Place		
				@ Two Dollars and Five Cents Per Linear Foot	$ 2.05	$ 11,275 00
13	360/420/421/ 440/531	2,600	S.Y	Furnish and Install 4 1/2-inch Reinforced Concrete Sidewalks, Complete in Place'		
				@ Forty Three Dollars and Fifty Five Cents Per Square Yard	$ 43.55	$ 113,230.00
14	360/420/421/ 440/531	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps, Complete in Place·		
				@ Nine Hundred Twenty Four Dollars and No Cents Per Each	$ 924.00	$ 3,696.00
15	421/440/442/ 445/446/450	75	L.F.	Furnish and Install Safety Rail, Complete in Place:		
				@ Ninety Seven Dollars and No Cents Per Linear Foot	$ 97.00	$ 7,275.00
16	360/361/421/ 440	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot, Complete in Place·		
				@ Forty Eight Dollars and No Cents Per Square Yard	$ 48.00	$ 1,920 00

Bid Sheet Must Be Initialed By Same Person As Proposal (nh)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	421/440/441/ 496/442/445/ 634/636/643/ 656	11	EA.	Remove and Relocate Existing Traffic Signs, Complete in Place·		
				@ Four Hundred Ten Dollars and No Cents Per Each	$ 410.00	$ 4,510 00
18	421/440/441/ 442/445/634 636/643/ 656	9	EA	Furnish and Install Roadside Sign Assembly, Complete in Place:		
				@ Four Hundred Ten Dollars and No Cents Per Each	$ 410 00	$ 3,690 00
19	666	5,250	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I 4-inch Yellow Solid, Complete in Place·		
				@ No Dollars and Forty Five Cents Per Linear Foot	$ 0.45	$ 2,362.50
20	666	100	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I 8-inch White Solid, Complete in Place·		
				@ No Dollars and Ninety Two Cents Per Linear Foot	$ 0.92	$ 92 00
21	666	80	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I 12-inch White Solid, Complete in Place:		
				@ Two Dollars and Twenty Five Cents Per Linear Foot	$ 2.25	$ 180.00

RMS

Bid Sheet Must Be Initialed By Same Person As Proposal RMS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	666	200	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid, Complete in Place		
				@ Four Dollars and Fifty Cents Per Linear Foot	$ 4.50	$ 900 00
23	672	130	EA	Furnish and Install 4-inch Square Pavement Marker (Type II A-A), Complete in Place·		
				@ Three Dollars and Sixty Cents Per Each	$ 3.60	$ 468.00
24	668	2	EA.	Furnish and Install Reflectorized Pavement Markings, Words and Shapes, Complete in Place·		
				@ Two Hundred Five Dollars and No Cents Per Each	$ 205.00	$ 410.00
SUBTOTAL PAVING ITEMS						$ 591,979.00
EROSION CONTROL ITEMS·						
25	506	1	L.S.	Pollution Prevention Implementation including Maintenance, including Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place·		
				@ Thirty Three Hundred Twelve Dollars and No Cents Per Lump Sum	$ 3,312.00	$ 3,312.00
26	506	1	L S	Furnish and Install Reinforced Fabric Barrier, Complete in Place:		
				@ Eight Hundred Seventy Three Dollars and No Cents Per Lump Sum	$ 873.00	$ 873.00

BN

Bid Sheet Must Be Initialed By Same Person As Proposal BN

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
27	506	800	L.F.	Furnish and Install Inlet Protection Barrier, Complete in Place·		
				@ Five Dollars and No Cents Per Linear Foot	$ 5.00	$ 4,000.00
28	164	3	AC.	Furnish and Install Broadcast Seeding, Complete in Place		
				@ Five Hundred Thirteen Dollars and No Cents Per Acre	$ 513.00	$ 1,539.00
29	162	1,000	S.Y.	Furnish and Install Block Sodding 16-inch Strip behind Curb, Complete in Place·		
				@ Three Dollars and Thirty Five Cents Per Square Yard	$ 3.35	$ 3,350.00
SUBTOTAL EROSION CONTROL ITEMS.						$13,074 00
WATERLINE ITEMS.						
30	5112	3	EA.	Adjust Water Valve Box to Proposed Grade, Complete in Place		
				@ Two Hundred Dollars and No Cents Per Each	$ 200.00	$ 600.00
SUBTOTAL WATERLINE ITEMS.						$ 600.00
DRAINAGE ITEMS.						
31	496	25	L.F.	Remove and Legally of Dispose Existing 12-inch Concrete Pipe.		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$ 100.00
32	496	190	L.F.	Remove and Legally Dispose of Existing 15-inch Concrete Pipe.		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$760.00

Bid Sheet Must Be Initialed By Same Person As Proposal RM

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	496	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe.		
				@ Four Dollars and No Cents Per Linear Foot	$ 4 00	$ 880 00
34	496	300	L.F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe.		
				@ Four Dollars and No Cents Per Linear Foot	$ 4 00	$ 1,200 00
35	496	660	L F	Remove and Legally Dispose of Existing 30-inch Concrete Pipe		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$ 2,640.00
36	496	200	L.F	Remove and Legally Dispose of Existing 36-inch Concrete Pipe		
				@ Four Dollars and No Cents Per Linear Foot	$ 4.00	$ 800.00
37	496	18	EA.	Remove and Legally Dispose of Existing 15-inch SET.		
				@ Eight Nine Dollars and Ninety Five Cents Per Each	$ 89.95	$ 1,619 10
38	496	2	EA	Remove and Legally Dispose of Existing 18-inch SET		
				@ Eighty Nine Dollars and Ninety Five Cents Per Each	$ 89.95	$ 179 90

Bid Sheet Must Be Initialed By Same Person As Proposal BLJ RHJ

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
39	496	1	EA	Remove and Legally Dispose of Existing 30-inch SET.		
				@ One Hundred Thirty Nine Dollars and Ninety Two Cents Per Each	$ 139.92	$ 139.92
40	496	4	EA	Remove and Legally Dispose of Existing 36-inch SET.		
				@ One Hundred Thirty Nine Dollars and Ninety Two Cents Per Each	$ 139.92	$ 559 68
41	496	15	EA	Remove and Legally Dispose of Existing Grate Inlet.		
				@ One Hundred Fifty Nine Dollars and Ninety Cents Per Each	$ 159.90	$ 2,398.50
42	400/464/473	40	L.F.	Furnish and Install 12-inch RCP (Class III C-76), All Depths, Complete in Place.		
				@ Twenty Seven Dollars and Twenty Cents Per Linear Foot	$ 27.20	$ 1,088.00
43	400/464/473	125	L F	Furnish and Install 15-inch RCP (Class III C-76), All Depths, Complete in Place:		
				@ Thirty Two Dollars and Ninety Cents Per Linear Foot	$ 32.90	$ 4,112.50
44	400/464/473	410	L.F	Furnish and Install 18-inch RCP (Class III C-76), All Depths, Complete in Place:		
				@ Thirty Four Dollars and Eighty Cents Per Linear Foot	$ 34.80	$ 14,268.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
45	400/464/473	940	L F	Furnish and Install 24-inch RCP (Class III C-76), All Depths, Complete in Place: @ Fifty Two Dollars and Fifty Cents Per Linear Foot	$ 52.50	$ 49,350.00
46	400/464/473	980	L F	Furnish and Install 30-inch RCP (Class III C-76), All Depths, Complete in Place @ Sixty Dollars and No Cents Per Linear Foot	$ 60.00	$ 58,800.00
47	400/464/473	170	L F	Furnish and Install 36-inch RCP (Class III C-76), All Depths, Complete in Place: @ Seventy Four Dollars and No Cents Per Linear Foot	$ 74.00	$ 12,580.00
48	400/464/473	685	L F	Furnish and Install 48-inch RCP (Class III C-76), All Depths, Complete in Place: @ One Hundred Nine Dollars and No Cents Per Linear Foot	$ 109.00	$ 74,665.00
49	400/464/473	940	L.F	Furnish and Install 54-inch RCP (Class III C-76), All Depths, Complete in Place: @ One Hundred Forty Three Dollars and No Cents Per Linear Foot	$ 143.00	$ 134,420.00
50	400/460/473	24	L F.	Furnish and Install 54-inch CMP (Galvanized Steel, Type 1-R), All Depths, Complete in Place: @ One Hundred Fourteen Dollars and No Cents Per Linear Foot	$ 114.00	$ 2,736.00

Bid Sheet Must Be Initialed By Same Person As Proposal

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
51	400/462/473	130	L.F	Furnish and Install 4'x2' RCB, C-1433, All Depths, Complete in Place.		
				@ One Hundred Sixty Four Dollars and No Cents Per Linear Foot	$ 164.00	$ 21,320.00
52	420/421/440/ 465/471	2	EA.	Furnish and Install 54-inch RCP to 4'x2' RCB Junction Box, All Depths, Complete in Place.		
				@ Twelve Thousand Dollars and No Cents Per Each	$ 12,000.00	$ 24,000.00
53	420/421/440/ 465/471	40	EA	Furnish and Install Type 'B-B' Inlet, Complete in Place		
				@ Thirteen Hundred Ninety Four Dollars and No Cents Per Each	$ 1,394 00	$55,760.00
54	420/421/440/ 465/471	4	EA	Furnish and Install Type 'A' Inlet, Complete in Place.		
				@ Nine Hundred Nine Dollars and No Cents Per Each	$ 909.00	$ 3,636.00
55	420/421/440/ 465/471	6	EA.	Furnish and Install Type 'E' Inlet, Complete in Place.		
				@ Thirteen Hundred Forty One Dollars and No Cents Per Each	$ 1,341.00	$ 8,046 00
56	420/421/440/ 465/471	31	EA	Furnish and Install Storm Manhole, Complete in Place.		
				@ Twenty Eight Hundred Sixty Eight Dollars and No Cents Per Each	$ 2,868.00	$ 88,908.00

RM

Bid Sheet Must Be Initialed By Same Person As Proposal (RM)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
57	420/421/440/ 465/471	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving), Complete in Place·		
				@ Twenty Eight Hundred Eighty Six Dollars and No Cents Per Each	$ 2,886.00	$ 5,772.00
58	402	4,420	L.F.	Trench Safety System for Construction of Storm Sewer, Complete in Place·		
				@ No Dollars and Ten Cents Per Linear Foot	$ 0.10	$ 442.00
59	420/421/432/ 440	1	L.S.	Outfall Structure including Rip Rap, Complete in-Place:		
				@ Forty Six Hundred Fifty Nine Dollars and No Cents Per Lump Sum	$ 4,659.00	$ 4,659 00
60	490/491	1	Ea	Furnish and Install Timber Bent for 54-inch CGMP Storm Sewer, Complete in Place		
				@ Eleven Hundred Nineteen Dollars and No Cents Per Each	$ 1,119.00	$ 1,119.00
SUBTOTAL DRAINAGE ITEMS.						$ 576,958 60
MISCELLANEOUS ITEMS.						
61	500	1	L.S.	Mobilization, Complete in Place		
				@ One Hundred Fifty Thousand Dollars and No Cents Per Lump Sum	$ 150000	$ 150000
62	502	2	EA.	Furnish and Install Project Sign, Complete in Place.		
				@ Six Hundred Sixty Seven Dollars and No Cents Per Each	$ 667 00	$ 1,334.00

Bid Sheet Must Be Initialed By Same Person As Proposal B.H.

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
63	502/508/510	6	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ Eighteen Hundred Dollars and No Cents Per Month	$ 1,800.00	$ 10,800.00

SUBTOTAL MISCELLANEOUS ITEMS: $ 162,134.00

EXTRA WORK ITEMS· (To be used only as directed by the Engineer)

64	168	360	M G.	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place.		
				@ Fifty Dollars and No Cents Thousand Gallon	$ 50 00 ($50.00)*	$ 18,000.00
65	132	100	C Y	Furnish Borrow as Directed by Engineer, Complete in Place.		
				@ Eight Dollars and No Cents Per Cubic Yard	$ 8.00 ($8.00)*	$ 800.00
66	400	100	C Y	Extra Class "A" Cement Stabilized Sand Backfill as Directed by Engineer, Complete in Place·		
				@ Twenty Six Dollars and No Cents Per Cubic Yard	$ 26.00 ($22.00)*	$ 2,600.00
67	400	100	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place:		
				@ Eighteen Dollars and No Cents Per Cubic Yard	$ 18.00 ($18 00)*	$ 1,800.00

Bid Sheet Must Be Initialed By Same Person As Proposal

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
68	400	100	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place·		
				@ Twenty Dollars and No Cents Per Cubic Yards	$ 20.00 ($20 00)*	$ 2,000.00
69	440	4,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place		
				@ No Dollars and Fifty Cents Per Pound	$ 0.50 ($ 50)*	$ 2,000.00
70	110	100	C Y.	Extra Haul and Legally Dispose of Excavated Material, Complete in Place·		
				@ Ten Dollars and No Cents Per Cubic Yard	$ 10.00 ($10 00)*	$ 1,000.00
71	420	200	C.Y.	Extra Class "A" Concrete with Reinforcing Steel including Forming, Complete in Place		
				@ Two Hundred Fifty Dollars and No Cents Per Cubic Yard	$ 250.00 ($250 00)*	$ 50,000.00
72	110	100	C.Y	Extra Machine Excavation as Directed by Engineer, Complete in Place·		
				@ Ten Dollars and No Cents Per Cubic Yard	$ 10.00 ($10.00)*	$ 1,000.00
73	110	100	C.Y.	Extra Hand Excavation as Directed by Engineer, Complete in Place·		
				@ Fifteen Dollars and No Cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 1,500.00

NN

Bid Sheet Must Be Initialed By Same Person As Proposal NN

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
74	5112	2	EA	Furnish and Install 4-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place @ Fifteen Hundred Dollars and No Cents Per Each	$ 1,500 00 ($1,500 00)*	$ 3,000.00
75	5112	4	EA	Furnish and Install 8-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place: @ Twenty Five Hundred Dollars and No Cents Per Each	$ 2,500.00 ($2,500.00)*	$ 10,000.00
76	5112	4	EA	Furnish and Install 10-inch Waterline Adjustment as Directed by Engineer, Maximum 20 Linear Feet including C-900 PVC Pipe, Fittings, De-watering, Restrained Joints and Appurtenances with Standard Bedding and Backfill, Complete in Place· @ Twenty Seven Hundred Fifty Dollars and No Cents Per Each	$ 2,750 00 ($2,750 00)*	$ 11,000 00
77	SS 5244	1	EA	Remove and Replace 4-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place: @ Fifteen Hundred Dollars and No Cents Per Each	$ 1,500.00 ($1,500 00)*	$ 1,500 00

RN

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
78	SS 5244	4	EA	Remove and Replace 6-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Seventeen Hundred Fifty Dollars and No Cents Per Each	$ 1,750.00 ($1,750.00)*	$ 7,000 00
79	SS 5244	2	EA	Remove and Replace 8-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place		
				@ Two Thousand Dollars and No Cents Per Each	$ 2,000.00 ($2,000 00)*	$ 4,000.
80	SS 5244	1	EA	Remove and Replace 12-inch Sanitary Sewer as Directed by Engineer, Maximum 20 Linear Feet including Ductile Iron Pipe, and Fittings with Standard Bedding and Backfill, Complete in Place.		
				@ Twenty Five Hundred Dollars and No Cents Per Each	$ 2,500 00 ($2,500.00)*	$ 2,500 00

SUBTOTAL EXTRA WORK ITEMS. . . . . $ 119,700.00

TOTAL AMOUNT . . . . . $ 1,583,488 75

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.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property.

Acknowledge Receipt of Addendum Nos ____, ____, ____ (initial).

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.

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

Bid Sheet Must Be Initialed By Same Person As Proposal (MM)

BID TAB

COUNTY OF GALVESTON

OWENS DRIVE IMPROVEMENTS
(From F M 517 to North of Night Shade Drive)

JOB NO 1306-005-00 CONTRACT NO 1
Bids Opened June 7 2011 at 2 00 p m

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction L P Unit Price	Metro City Construction L P Total Cost	Triple B Services, L L P Unit Price	Triple B Services, L L P Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services, LLC Unit Price	MAR-CON Services, LLC Total Cost	Harris Construction Company, Ltd Unit Price	Harris Construction Company, Ltd Total Cost	RW Lucas Construction LLC Unit Price	RW Lucas Construction LLC Total Cost
EARTHWORK ITEMS															
1	37	STA	Preparing of Right-of Way for Construction Complete in Place	$2 690 00	$99 530 00 *	$675 00	$24 975 00	$300 00	$11 100 00	$180 10	$6 663 70	$3 880 00	$143 560 00	$250 00	$9 250 00
2	32	STA	Remove and Legally Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material All Depths Complete in Place	$484 00	$15 488 00	$600 00	$19 200 00	$1 250 00	$40 000 00	$392 70	$12 566 40	$775 00	$24 800 00	$1 000 00	$32 000 00
3	370	S Y	Remove and Legally Dispose of Existing Concrete Paving including Sawcut All Depths Complete in Place	$1 55	$573 50	$20 00	$7 400 00	$6 50	$2 405 00	$3 50	$1 295 00	$6 25	$2 312 50	$10 00	$3 700 00
4	7 685	C Y	Excavation (Roadway) Measured by Plan Quantity Complete in Place	$6 35	$48 799 75	$5 75	$44 188 75	$10 00	$76 850 00	$7 80	$59 943 00	$8 95	$68 780 75	$9 00	$69 165 00
5	654	C Y	Embankment Measured by Plan Quantity Complete in Place	$7 35	$4 806 90	$9 75	$6 376 50	$2 75	$1 798 50	$4 60	$3 008 40	$3 60	$2 354 40	$12 00	$7 848 00
6	900	L F	Clean and Reshape Ditches as Shown on the Plans Complete in Place	$4 05	$3 645 00	$5 45	$4 905 00	$10 00	$9 000 00	$4 50	$4 050 00	$4 20	$3 780 00	$5 00	$4 500 00
SUBTOTAL EARTHWORK ITEMS					**$172 843 15 ***		**$107 045 25**		**$141 153 50**		**$87 526 50**		**$245 587 65**		**$126 463 00**
PAVING ITEMS															
7	10 100	S Y	Prepare and Compact 6-inch Lime Stabilized Subgrade Complete in Place	$2 00	$20 200 00	$1 95	$19 695 00	$3 00	$30 300 00	$2 00	$20 200 00	$3 15	$31 815 00	$2 00	$20 200 00
8	165	TON	Furnish Lime (6% by Dry Weight) Complete in Place	$139 70	$23 050 50	$150 00	$24 750 00	$145 00	$23 925 00	$148 00	$24 420 00	$160 00	$26 400 00	$160 00	$26 400 00
9	9 900	S Y	Furnish and Install 8-inch Reinforced Concrete Pavement Complete in Place	$35 80	$354 420 00	$32 50	$321 750 00	$37 00	$366 300 00	$38 00	$376 200 00	$32 85	$325 215 00	$32 00	$316 800 00
10	1 100	S Y	Construct & Pave 6-inch Concrete Driveways Complete in Place	$39 00	$42 900 00	$45 00	$49 500 00	$50 00	$55 000 00	$43 30	$47 630 00	$30 75	$33 825 00	$36 00	$39 600 00
11	350	L F	Furnish and Install 6 inch Slotted Curb Complete in Place	$4 00	$1 400 00	$6 95	$2 432 50	$20 00	$7 000 00	$2 50	$875 00	$2 75	$962 50	$4 00	$1 400 00
12	5 500	L F	Furnish and Install 6 inch Reinforced Concrete Curb Complete in Place	$2 05	$11 275 00	$3 40	$18 700 00	$2 50	$13 750 00	$1 90	$10 450 00	$2 15	$11 825 00	$3 00	$16 500 00

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Item No	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction L P Unit Price	Metro City Construction L P Total Cost	Triple B Services L L P Unit Price	Triple B Services L L P Total Cost	AAA Asphalt Paving Inc. Unit Price	AAA Asphalt Paving Inc. Total Cost	MAR-CON Services LLC Unit Price	MAR-CON Services LLC Total Cost	Harris Construction Company, Ltd Unit Price	Harris Construction Company, Ltd Total Cost	RW Lucas Construction LLC Unit Price	RW Lucas Construction LLC Total Cost
13	2 600	S Y	Furnish and Install 4 1/2 inch Reinforced Concrete Sidewalks Complete in Place	$43 55	$113 230 00	$32 50	$84 500 00	$45 00	$117 000 00	$40 30	$104 780 00	$27 65	$71 890 00	$30 00	$78 000 00
14	4	EA	Furnish and Install Colored Concrete Wheelchair Ramps Complete in Place	$924 00	$3 696 00	$1 500 00	$6 000 00	$1 100 00	$4 400 00	$1 019 40	$4 077 60	$1 015 00	$4 060 00	$559 00	$2 236 00
15	75	L F	Furnish and Install Safety Rail Complete in Place	$97 00	$7 275 00	$115 00	$8 625 00	$65 00	$4 875 00	$68 40	$5 130 00	$87 00	$6 525 00	$76 00	$5 700 00
16	40	S Y	Full Depth Repair of Concrete Pavement for Dickinson ISD Parking Lot Complete in Place	$48 00	$1 920 00	$130 00	$5 200 00	$66 14	$2 645 60	$85 00	$3 400 00	$71 95	$2 878 00	$50 00	$2 000 00
17	11	EA	Remove and Relocate Existing Traffic Signs Complete in Place	$410 00	$4 510 00	$400 00	$4 400 00	$165 00	$1 815 00	$448 00	$4 928 00	$210 00	$2 310 00	$75 00	$825 00
18	9	EA	Furnish and Install Roadside Sign Assembly Complete in Place	$410 00	$3 690 00	$400 00	$3 600 00	$325 00	$2 925 00	$448 00	$4 032 00	$335 00	$3 015 00	$260 00	$2 340 00
19	5 250	L F	Furnish and Install Reflectorized Pavement Markings Type I 4 inch Yellow Solid Complete in Place	$0 45	$2 362 50	$0 45	$2 362 50	$0 65	$3 412 50	$0 50	$2 625 00	$0 70	$3 675 00	$0 40	$2 100 00
20	100	L F	Furnish and Install Reflectorized Pavement Markings - Type I 8 inch White Solid Complete in Place	$0 92	$92 00	$0 90	$90 00	$1 75	$175 00	$1 00	$100 00	$2 00	$200 00	$1 00	$100 00
21	80	L F	Furnish and Install Reflectorized Pavement Markings - Type I 12-inch White Solid Complete in Place	$2 25	$180 00	$2 20	$176 00	$5 70	$456 00	$2 50	$200 00	$6 00	$480 00	$2 00	$160 00
22	200	L F	Furnish and Install Reflectorized Pavement Markings - Type I 24-inch White Solid Complete in Place	$4 50	$900 00	$4 40	$880 00	$8 15	$1 630 00	$4 90	$980 00	$8 50	$1 700 00	$4 50	$900 00
23	130	EA	Furnish and Install 4-inch Square Pavement Marker (Type II A A) Complete in Place	$3 60	$468 00	$3 50	$455 00	$5 25	$682 50	$3 90	$507 00	$500 00	$65 000 00 **	$4 00	$520 00
24	2	EA	Furnish and Install Reflectorized Pavement Markings Words and Shapes Complete in Place	$205 00	$410 00	$200 00	$400 00	$255 00	$510 00	$224 00	$448 00	$300 00	$600 00	$100 00	$200 00
SUBTOTAL PAVING ITEMS					**$591,979 00**		**$553 516 00**		**$636,801 60**		**$610 982 60**		**$592,375 50 ** **		**$515,981 00**
EROSION CONTROL ITEMS															
25	1	L S	Pollution Prevention Implementation including Maintenance including Permitting Inspections and Reporting for all Pollution Prevention Measures as shown on the plans Complete in Place	$3 312 00	$3 312 00	$2 100 00	$2 100 00	$3 350 00	$3 350 00	$4 340 00	$4 340 00	$1 975 00	$1 975 00	$3 000 00	$3 000 00
26	1	L S	Furnish and Install Reinforced Fabric Barrier Complete in Place	$873 00	$873 00	$7 500 00	$7 500 00	$1 500 00	$1 500 00	$2 856 00	$2 856 00	$4 400 00	$4 400 00	$1 000 00	$1 000 00

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Item No	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction, L P Unit Price	Metro City Construction, L P Total Cost	Triple B Services L L P Unit Price	Triple B Services L L P Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services I LC Unit Price	MAR-CON Services I LC Total Cost	Harris Construction Company, I td Unit Price	Harris Construction Company, I td Total Cost	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost
27	800	L F	Furnish and Install Inlet Protection Barrier Complete in Place	$5 00	$4 000 00	$3 25	$2 600 00	$3 50	$2 800 00	$1 20	$960 00	$1 95	$1 560 00	$2 50	$2 000 00
28	3	AC	Furnish and Install Broadcast Seeding Complete in Place	$513 00	$1 539 00	$575 00	$1 725 00	$650 00	$1 950 00	$616 00	$1 848 00	$775 00	$2 325 00	$1 500 00	$4 500 00
29	1 000	S Y	Furnish and Install Block Sodding 16 inch Strip behind Curb Complete in Place	$3 35	$3 350 00	$2 75	$2 750 00	$3 50	$3 500 00	$3 00	$3 000 00	$4 75	$4 750 00	$3 00	$3 000 00
SUBTOTAL EROSION CONTROL ITEMS					**$13,074 00**		**$16 675 00**		**$13 100 00**		**$13 004 00**		**$15,010 00**		**$13 500 00**
WATERLINE ITEMS															
30	3	EA	Adjust Water Valve Box to Proposed Grade Complete in Place	$200 00	$600 00	$400 00	$1 200 00	$250 00	$750 00	$42 30	$126 90	$450 00	$1 350 00	$300 00	$900 00
SUBTOTAL WATERLINE ITEMS					**$600 00**		**$1 200 00**		**$750 00**		**$126 90**		**$1,350 00**		**$900 00**
DRAINAGE ITEMS															
31	25	L F	Remove and Legally of Dispose Existing 12-inch Concrete Pipe	$4 00	$100 00	$20 50	$512 50	$9 50	$237 50	$4 30	$107 50	$6 90	$172 50	$19 00	$475 00
32	190	L F	Remove and Legally Dispose of Existing 15-inch Concrete Pipe	$4 00	$760 00	$21 00	$3 990 00	$9 50	$1 805 00	$4 30	$817 00	$7 25	$1 377 50	$19 00	$3 610 00
33	220	L F	Remove and Legally Dispose of Existing 18-inch Concrete Pipe	$4 00	$880 00	$22 50	$4 950 00	$9 50	$2 090 00	$4 30	$946 00	$8 25	$1 815 00	$19 00	$4 180 00
34	300	L F	Remove and Legally Dispose of Existing 24-inch Concrete Pipe	$4 00	$1 200 00	$22 50	$6 750 00	$12 00	$3 600 00	$4 30	$1 290 00	$9 50	$2 850 00	$20 00	$6 000 00
35	660	L F	Remove and Legally Dispose of Existing 30-inch Concrete Pipe	$4 00	$2 640 00	$22 50	$14 850 00	$12 00	$7 920 00	$4 30	$2 838 00	$10 75	$7 095 00	$19 50	$12 870 00
36	200	L F	Remove and Legally Dispose of Existing 36-inch Concrete Pipe	$4 00	$800 00	$22 75	$4 550 00	$12 00	$2 400 00	$4 30	$860 00	$12 00	$2 400 00	$20 00	$4 000 00
37	18	EA	Remove and Legally Dispose of Existing 15-inch SET	$89 95	$1 619 10	$350 00	$6 300 00	$200 00	$3 600 00	$256 00	$4 608 00	$210 00	$3 780 00	$95 00	$1 710 00
38	2	EA	Remove and Legally Dispose of Existing 18-inch SET	$89 95	$179 90	$400 00	$800 00	$200 00	$400 00	$256 00	$512 00	$275 00	$550 00	$97 00	$194 00
39	1	EA	Remove and Legally Dispose of Existing 30-inch SET	$139 92	$139 92	$425 00	$425 00	$200 00	$200 00	$256 00	$256 00	$300 00	$300 00	$226 00	$226 00
40	4	EA	Remove and Legally Dispose of Existing 36-inch SET	$139 92	$559 68	$450 00	$1 800 00	$200 00	$800 00	$256 00	$1 024 00	$360 00	$1 440 00	$242 00	$968 00
41	15	EA	Remove and Legally Dispose of Existing Grate Inlet	$159 90	$2 398 50	$450 00	$6 750 00	$300 00	$4 500 00	$57 20	$858 00	$415 00	$6 225 00	$218 00	$3 270 00
42	40	L F	Furnish and Install 12-inch RCP (Class III C-76) All Depths Complete in Place	$27 20	$1 088 00	$35 00	$1 400 00	$25 00	$1 000 00	$40 50	$1 620 00	$34 00	$1 360 00	$45 00	$1 800 00

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Item No	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction, L P Unit Price	Metro City Construction, L P Total Cost	Triple B Services L L P Unit Price	Triple B Services L L P Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services, LLC Unit Price	MAR-CON Services, LLC Total Cost	Harris Construction Company, Ltd Unit Price	Harris Construction Company, Ltd Total Cost	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost
43	125	L F	Furnish and Install 15-inch RCP (Class III C-76) All Depths Complete in Place	$32 90	$4 112 50	$40 00	$5 000 00	$27 00	$3 375 00	$42 50	$5 312 50	$35 35	$4 418 75	$62 00	$7 750 00
44	410	L F	Furnish and Install 18 inch RCP (Class III C-76) All Depths Complete in Place	$34 80	$14 268 00	$50 00	$20 500 00	$35 00	$14 350 00	$57 30	$23 493 00	$40 90	$16 769 00	$90 00	$36 900 00
45	940	L F	Furnish and Install 24-inch RCP (Class III C-76) All Depths Complete in Place	$52 50	$49 350 00	$55 00	$51 700 00	$38 00	$35 720 00	$45 00	$42 300 00	$64 50	$60 630 00	$96 00	$90 240 00
46	980	L F	Furnish and Install 30-inch RCP (Class III C 76) All Depths Complete in Place	$60 00	$58 800 00	$65 00	$63 700 00	$47 00	$46 060 00	$53 10	$52 038 00	$83 85	$82 173 00	$96 00	$94 080 00
47	170	L F	Furnish and Install 36-inch RCP (Class III C-76) All Depths Complete in Place	$74 00	$12 580 00	$85 00	$14 450 00	$64 00	$10 880 00	$74 30	$12 631 00	$101 00	$17 170 00	$111 00	$18 870 00
48	685	L F	Furnish and Install 48-inch RCP (Class III C-76) All Depths Complete in Place	$109 00	$74 665 00	$125 00	$85 625 00	$98 00	$67 130 00	$98 50	$67 472 50	$134 30	$91 995 50	$133 00	$91 105 00
49	940	L F	Furnish and Install 54-inch RCP (Class III C-76) All Depths Complete in Place	$143 00	$134 420 00	$165 00	$155 100 00	$145 00	$136 300 00	$141 30	$132 822 00	$180 00	$169 200 00	$176 00	$165 440 00
50	24	L F	Furnish and Install 54-inch CMP (Galvanized Steel Type 1 R) All Depths Complete in Place	$114 00	$2 736 00	$160 00	$3 840 00	$75 00	$1 800 00	$117 80	$2 827 20	$175 00	$4 200 00	$200 00	$4 800 00
51	130	L F	Furnish and Install 4 x2 RCB C-1433 All Depths Complete in Place	$164 00	$21 320 00	$170 00	$22 100 00	$165 00	$21 450 00	$169 90	$22 087 00	$192 00	$24 960 00	$163 00	$21 190 00
52	2	EA	Furnish and Install 54-inch RCP to 4 x2 RCB Junction Box All Depths Complete in Place	$12 000 00	$24 000 00	$7 050 00	$14 100 00	$14 250 00	$28 500 00	$11 172 00	$22 344 00	$8 200 00	$16 400 00	$6 950 00	$13 900 00
53	40	EA	Furnish and Install Type B-B Inlet Complete in Place	$1 394 00	$55 760 00	$2 100 00	$84 000 00	$2 000 00	$80 000 00	$1 983 30	$79 332 00	$1 337 75	$53 510 00	$2 676 00	$107 040 00
54	4	EA	Furnish and Install Type A Inlet Complete in Place	$909 00	$3 636 00	$1 650 00	$6 600 00	$1 200 00	$4 800 00	$1 151 60	$4 606 40	$734 50	$2 938 00	$1 950 00	$7 800 00
55	6	EA	Furnish and Install Type E Inlet Complete in Place	$1 341 00	$8 046 00	$2 500 00	$15 000 00	$1 700 00	$10 200 00	$1 622 00	$9 732 00	$1 517 00	$9 102 00	$2 626 00	$15 756 00
56	31	EA	Furnish and Install Storm Manhole Complete in Place	$2 868 00	$88 908 00	$3 500 00	$108 500 00	$3 400 00	$105 400 00	$2 847 30	$88 266 30	$1 457 00	$45 167 00	$4 030 00	$124 930 00
57	2	EA	Furnish and Install Storm Manhole w/Grate Lid (including Slope Paving) Complete in Place	$2 886 00	$5 772 00	$2 500 00	$5 000 00	$2 700 00	$5 400 00	$3 482 60	$6 965 20	$1 552 00	$3 104 00	$3 740 00	$7 480 00
58	4 420	L F	Trench Safety System for Construction of Storm Sewer Complete in Place	$0 10	$442 00	$0 10	$442 00	$2 50	$11 050 00	$0 80	$3 536 00	$1 20	$5 304 00	$1 26	$5 569 20
59	1	L S	Outfall Structure including Rip Rap Complete in-Place	$4 659 00	$4 659 00	$4 500 00	$4 500 00	$7 000 00	$7 000 00	$3 649 00	$3 649 00	$5 975 00	$5 975 00	$6 000 00	$6 000 00
60	1	Ea	Furnish and Install Timber Bent for 54 inch CGMP Storm Sewer Complete in Place	$1 119 00	$1 119 00	$1 850 00	$1 850 00	$1 500 00	$1 500 00	$1 621 80	$1 621 80	$1 195 00	$1 195 00	$2 100 00	$2 100 00
SUBTOTAL DRAINAGE ITEMS					**$576,958 60**		**$715 084 50**		**$619 467 50**		**$596 772 40**		**$643 576 25**		**$860,253 20**

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MISCELLANEOUS ITEMS															
61	1	LS	Mobilization Complete in Place	$150 000 00	$150 000 00	$150 000 00	$150 000 00 **	$150 000 00	$150 000 00	$150 000 00	$150 000 00	$150 000 00	$150 000 00 *	$150 000 00	$150 000 00
62	2	EA	Furnish and Install Project Sign Complete in Place	$667 00	$1 334 00	$650 00	$1 300 00	$850 00	$1 700 00	$554 40	$1 108 80	$836 00	$1 672 00	$500 00	$1 000 00
63	6	MO	Furnish Install and Maintain Traffic Control Devices and Appurtenances in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition) Complete in Place	$1 800 00	$10 800 00	$1 600 00	$9 600 00	$1 300 00	$7 800 00	$20 900 00	$125 400 00	$1 325 00	$7 950 00	$5 000 00	$30 000 00
SUBTOTAL MISCELLANEOUS ITEMS					**$162,134 00**		**$160 900 00**		**$159 500 00**		**$276 508 80**		**$159 622 00** *		**$181,000 00**
EXTRA WORK ITEMS (To be used only as directed by the Engineer)															
64	360	MG	Furnish and Perform Vegetative Watering as Directed by the Engineer Complete in Place	$50 00	$18 000 00	$50 00	$18 000 00	$50 00	$18 000 00	$50 00	$18 000 00	$50 00	$18 000 00	$50 00	$18 000 00
65	100	CY	Furnish Borrow as Directed by Engineer Complete in Place	$8 00	$800 00	$8 00	$800 00	$8 00	$800 00	$8 00	$800 00	$8 00	$800 00	$12 00	$1 200 00
66	100	CY	Extra Class A Cement Stabilized Sand Backfill as Directed by Engineer Complete in Place	$26 00	$2 600 00	$22 00	$2 200 00	$22 00	$2 200 00	$26 00	$2 600 00	$22 00	$2 200 00	$26 00	$2 600 00
67	100	CY	Extra Select Backfill as Directed by the Engineer Complete in Place	$18 00	$1 800 00	$18 00	$1 800 00	$18 00	$1 800 00	$18 00	$1 800 00	$18 00	$1 800 00	$18 00	$1 800 00
68	100	CY	Extra Bank Sand Backfill as Directed by Engineer Complete in Place	$20 00	$2 000 00	$20 00	$2 000 00	$20 00	$2 000 00	$20 00	$2 000 00	$20 00	$2 000 00	$20 00	$2 000 00
69	4 000	LBS	Extra Steel Reinforcing as Directed by Engineer Complete in Place	$0 50	$2 000 00	$0 50	$2 000 00	$0 50	$2 000 00 **	$0 60	$2 400 00	$0 50	$2 000 00	$0 50	$2 000 00
70	100	CY	Extra Haul and Legally Dispose of Excavated Material Complete in Place	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00
71	200	CY	Extra Class A Concrete with Reinforcing Steel including Forming Complete in Place	$250 00	$50 000 00	$250 00	$50 000 00	$250 00	$50 000 00	$250 00	$50 000 00	$250 00	$50 000 00	$250 00	$50 000 00
72	100	CY	Extra Machine Excavation as Directed by Engineer Complete in Place	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00	$15 00	$1 500 00	$10 00	$1 000 00	$10 00	$1 000 00
73	100	CY	Extra Hand Excavation as Directed by Engineer Complete in Place	$15 00	$1 500 00	$15 00	$1 500 00	$15 00	$1 500 00	$15 00	$1 500 00	$15 00	$1 500 00	$16 00	$1 600 00
74	2	LA	Furnish and Install 4-inch Waterline Adjustment as Directed by Engineer Maximum 20 Linear Feet including C-900 PVC Pipe Fittings De watering Restrained Joints and Appurtenances with Standard Bedding and Backfill Complete in Place	$1 500 00	$3 000 00	$1 500 00	$3 000 00	$1 500 00	$3 000 00	$1 500 00	$3 000 00	$1 500 00	$3 000 00	$1 500 00	$3 000 00

* = Bidder Mathmatical Error
** = Bidder Written Word Error

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	Metro City Construction, L P Unit Price	Metro City Construction, L P Total Cost	Triple B Services L L P Unit Price	Triple B Services L L P Total Cost	AAA Asphalt Paving Inc Unit Price	AAA Asphalt Paving Inc Total Cost	MAR-CON Services, LLC Unit Price	MAR-CON Services, LLC Total Cost	Harris Construction Company, Ltd Unit Price	Harris Construction Company, Ltd Total Cost	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost
75	4	EA	Furnish and Install 8 inch Waterline Adjustment as Directed by Engineer Maximum 20 Linear Feet including C 900 PVC Pipe Fittings De watering Restrained Joints and Appurtenances with Standard Bedding and Backfill Complete in Place	$2 500 00	$10 000 00	$2 500 00	$10 000 00	$2 500 00	$10 000 00	$2 500 00	$10 000 00	$2 500 00	$10 000 00	$2 500 00	$10 000 00
76	4	EA	Furnish and Install 10-inch Waterline Adjustment as Directed by Engineer Maximum 20 Linear Feet including C-900 PVC Pipe Fittings De-watering Restrained Joints and Appurtenances with Standard Bedding and Backfill Complete in Place	$2 750 00	$11 000 00	$2 750 00	$11 000 00	$2 750 00	$11 000 00	$3 500 00	$14 000 00	$2 750 00	$11 000 00	$2 750 00	$11 000 00
77	1	EA	Remove and Replace 4 inch Sanitary Sewer as Directed by Engineer Maximum 20 Linear Feet including Ductile Iron Pipe and Fittings with Standard Bedding and Backfill Complete in Place	$1 500 00	$1 500 00	$1 500 00	$1 500 00	$1 500 00	$1 500 00	$2 000 00	$2 000 00	$1 500 00	$1 500 00	$1 520 10	$1 520 10
78	4	EA	Remove and Replace 6-inch Sanitary Sewer as Directed by Engineer Maximum 20 Linear Feet including Ductile Iron Pipe and Fittings with Standard Bedding and Backfill Complete in Place	$1 750 00	$7 000 00	$1 750 00	$7 000 00	$1 750 00	$7 000 00	$2 500 00	$10 000 00	$1 750 00	$7 000 00	$1 750 00	$7 000 00
79	2	EA	Remove and Replace 8-inch Sanitary Sewer as Directed by Engineer Maximum 20 Linear Feet including Ductile Iron Pipe and Fittings with Standard Bedding and Backfill Complete in Place	$2 000 00	$4 000 00	$2 000 00	$4 000 00	$2 000 00	$4 000 00	$3 000 00	$6 000 00	$2 000 00	$4 000 00	$2 000 00	$4 000 00
80	1	EA	Remove and Replace 12 inch Sanitary Sewer as Directed by Engineer Maximum 20 Linear Feet including Ductile Iron Pipe and Fittings with Standard Bedding and Backfill Complete in Place	$2 500 00	$2 500 00	$2 500 00	$2 500 00	$2 500 00	$2 500 00	$3 500 00	$3 500 00	$2 500 00	$2 500 00	$2 500 00	$2 500 00
SUBTOTAL EXTRA WORK ITEMS					**$119,700 00**		**$119 300 00**		**$119,300 00 ****		**$130 100 00**		**$119 300 00**		**$120 220 10**
TOTAL AMOUNT BID					**$1,637,288 75 ***		**$1 673,720 75**		**$1,690,072 60**		**$1,715,021 20**		**$1 776 821 40 ***		**$1 818,317 30 ***

*** = Bidder Mathmatical Error**
**** = Bidder Written Word Error**

CONTRACT AWARD

CONTRACT FOR: **OWENS DRIVE IMPROVEMENTS**
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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 1081

Bid No B11045

Contractor Metro City Construction, L P

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 **Items 1 thru 9**
Special Provision –Project Specific
Project Specific **Item 10**

100 ITEMS – Earth Work and Landscape

100 Preparing Right of Way
104 Removing Concrete
105 Removing Stabilized Base and Asphalt Pavement
110 Excavation
132 Embankment
160 Topsoil
162 Sodding for Erosion Control
164 Seeding for Erosion Control
166 Fertilizer
168 Vegetative Watering

200 ITEMS – Subgrade Treatments and Base

204 Sprinkling
210 Rolling
216 Proof Rolling
260 Lime Treatment (Road-Mixed)

Contract Award (continued)

300 ITEMS - Surface Courses and Pavement

351 Flexible Pavement Structure Repair
360 Concrete Pavement
361 Full-Depth Repair of Concrete Pavement

400 ITEMS - Structures

400 Excavation and Backfill for Structures
402 Trench Excavation Protection
420 Concrete Structures
421 Hydraulic Cement Concrete
432 Riprap
438 Cleaning and Sealing Joints and Cracks (Rigid Pavement and Bridge Decks)
440 Reinforcing Steel
449 Anchor Bolts
450 Railing
460 Corrugated Metal Pipe
462 Concrete Box Culverts and Storm Drains
464 Reinforced Concrete Pipe
465 Manholes and Inlets
471 Frames, Grates, Rings, and Covers
472 Removing and Re-Laying Culvert and Storm Drain Pipe
479 Adjusting Manholes and Inlets
480 Cleaning Existing Culverts
491 Timber
496 Removing Structures

500 ITEMS – MISCELLANEOUS CONSTRUCTION

500 Mobilization
502 Barricades, Signs, and Traffic Handling
504 Field Office and Laboratory
506 Temporary Erosion, Sedimentation, and Environmental Controls
508 Constructing Detours
512 Portable Concrete Traffic Barrier
520 Weighing and Measuring Equipment
529 Concrete Curb, Gutter, and Combined Curb and Gutter
530 Intersections, Driveways, and Turnouts
531 Sidewalks
585 Ride Quality for Pavement Surfaces

Contract Award (continued)

600 ITEMS – MAINTENANCE

636 Aluminum Signs
643 Sign Identification Decals
644 Small Roadside Sign Supports and Assemblies
656 Foundations for Traffic Control Devices
662 Work Zone Pavement Markings
666 Reflectorized Pavement Markings
668 Prefabricated Pavement Markings
672 Raised Pavement Markers
677 Eliminating Existing Pavement Markings and Markers
678 Pavement Surface Preparation for Markings

700 ITEMS - MAINTENANCE

760 Cleaning and Reshaping Ditches

SPECIAL SPECIFICATION

5112 Water Mains
5244 Sanitary Sewers

DRAWINGS **1 Thru 41** Prepared by Pate Engineers, Inc.

ADDENDA _____

Contract Award (continued)

Sections I (Invitation to Bid, General Provisions, Instructions to Bidders, Vendor Qualification Packet), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans), VII (SWPPP) 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 **150** Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the Contract

The Contract Sum The County shall pay the Contractor for performance of the Contract, the sum of one million six hundred thirty seven thousand two hundred eighty eight Dollars and 75/100 ($1,637,288 75), 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 June 28, 20 11

EXECUTED this 6 day of July, 20 11

COUNTY OF GALVESTON, TEXAS

BY _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

Metro City Construction, L P

BY _____
Signature, Title
ANTHONY RAY RODRIGUEZ - PRESIDENT
Printed Name

SECTION III

Special Terms and Conditions

Wage Rates & AIA Forms

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: **OWENS DRIVE IMPROVEMENTS**
(From F. M. 517 to North of Night Shade Drive)
PATE JOB No. 1306-005-00
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: replace approximately 3,000 linear feet of an existing two (2) lane asphalt roadway with a 24-foot wide concrete roadway from F.M 517 to North of Night Shade Drive including, curb and gutter, storm sewer improvements and sidewalks.

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

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 **150** calendar days from the date of the Notice to Proceed.

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

An effort to determine all pipelines and utilities which may impact the project has been made All known pipelines and utilities have been approximately located and shown on the plans The Contractor shall notify all utility and pipeline owners before beginning the work Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment.

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project.

EXPERIENCE

All bidders must have done a like project within the last two years

EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site No separate payment shall be made for same.

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly

FIELD OFFICE

For this project the Contractor will not have to provide a field office

INCIDENTALS

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

FLAGMEN

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling".

SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract follow

GENERAL DECISION TX20100046 03/12/2010 TX46

Date: March 12, 2010
General Decision Number TX20100046 03/12/2010

Superseded General Decision Number TX20080046

State Texas

Construction Types Highway

Counties Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange and Waller Counties in Texas

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges, bridges designed for commercial navigation; bridges involving marine construction, other major bridges)

Modification Number	Publication Date
0	03/12/2010

SUTX2005-005 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator	$ 10 94	0 00
Asphalt paving machine operator	$ 12 01	0 00
Asphalt Raker	$ 11 13	0 00
Asphalt Shoveler . .	$ 9 14	0 00
Broom or Sweeper Operator	$ 11 19	0 00
Bulldozer operator	$ 11 81	0 00
Carpenter, Rough	$ 12 49	0 00
Concrete Finisher, Paving	$ 11 38	0 00
Concrete Finisher, Structures	$ 10 80	0 00
Concrete Paving Curbing Machine Operator .	$ 10 00	0.00
Concrete Paving Finishing Machine Operator ..	$ 13.07	0 00
Concrete Paving Joint Sealer Operator . .	$ 11 00	0 00
Concrete Paving Saw Operator	$ 12 75	0 00
Concrete Paving Spreader Operator ..	$ 10 44	0 00
Concrete Rubber .	$ 9 00	0 00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.	$ 12 71	0 00
Crusher and Screed Plant Operator.. .	$ 11 29	0 00
Electrician .	$ 21 79	0 00
Flagger ..	$ 9 42	0 00
Form Builder/Setter, Structures	$ 10 50	0 00
Form Liner, Paving & Curb .	$ 11.75	0 00
Form Setter, Paving & Curb .	$ 10 51	0.00
Foundation Drill Operator, Crawler Mounted . .	$ 15 00	0 00
Foundation Drill Operator, Truck Mounted	$ 12 73	0 00
Front End Loader Operator	$ 10 65	0 00
Laborer, common .	$ 9 15	0 00
Laborer, Utility .	$ 9 81	0 00
Manhole Builder .	$ 9 00	0 00
Mechanic .	$ 13 72	0 00
Milling Machine Operator, Fine Grade ...	$ 13 17	0 00
Mixer operator	$ 10.33	0 00
Motor Grader Operator, Rough.	$ 13 13	0.00
Motor Grader Operator .	$ 11 67	0 00
Oiler . .	$ 12 12	0 00
Painter, Structures	$ 15 54	0 00
Pavement Marking Machine Operator .	$ 8 18	0 00
Piledriverman	$ 12 22	0 00
Pipelayer .	$ 9 49	0 00
Reinforcing Steel Setter, Paving .	$ 15 14	0 00

Reinforcing Steel Setter, Structure	$ 13.87	0.00
Roller Operator, Pneumatic, Self-Propelled . ..	$ 9.91	0 00
Roller Operator, Steel Wheel, Flat Wheel/Tamping. .. .	$ 10 43	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement .	$ 11 07	0 00
Scraper Operator . . .	$ 9.92	0.00
Servicer . .	$ 10 96	0.00
Sign Installer (PGM)	$ 8.54	0 00
Slip Form Machine Operator.	$ 11 07	0 00
Spreader Box operator . .	$ 11.12	0 00
Structural Steel Worker	$ 12 13	0 00
Tractor operator, Crawler Type	$ 13 00	0.00
Tractor operator, Pneumatic	$ 10 07	0 00
Traveling Mixer Operator ..	$ 11 00	0 00
Truck driver, lowboy-Float .	$ 13 16	0 00
Truck driver, Single Axle, Heavy.....	$ 10.65	0.00
Truck driver, Single Axle, Light	$ 10 07	0 00
Truck Driver, Tandem Axle, Semi-Trailer	$ 10 25	0 00
Work Zone Barricade Servicer .	$ 9 94	0 00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5 5 (a) (1) (ii))

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates Other designations indicate unions whose rates have been determined to be prevailing

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program If the response from this initial contact is not satisfactory, then the process described in 2) and 3) should be followed

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations Write to

Branch of Construction Wage Determinations
Wage and Hour Division
U S Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

2) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1 8 and 29 CFR Part 7) Write to

Wage and Hour Administrator

U S. Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board) Write to

Administrative Review Board
U S Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4) All decisions by the Administrative Review Board are final

==========

END OF GENERAL DECISION

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

PROJECT
(name, address)

State of
County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

EXCEPTIONS (If none, write "None" If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.
Indicate attachment (yes) (no)

The following supporting documents should be attached hereto if required by the Owner

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

3 Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A)

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

PROJECT
(name, address)

State of
County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above

EXCEPTIONS (If none, write "None" If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT.
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE.

CONTRACTOR

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 19

Surety Company

Signature of Authorized Representative

Attest
(Seal)

Title

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR S AFFIDAVIT OF PAYMENT OF DEBTS ANC CLAIMS, Current Edition

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CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707 A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO·

CONTRACT FOR·

CONTRACT DATE·

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, th
(here insert name and address of Surety as it appears in the bond)

, SURET

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOF

hereby approves the reduction in or partial release of retainage to the Contractor as follows

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Sure
of any of its obligations to (here insert name and address of Owner)

, OWNE'

as set forth in the said Surety's bond

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 19

Surety

Signature of Authorized Representative

Attest
(Seal)

Title

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1 COUNTY AS OWNER

The word "County" in this contract refers to the County of Galveston.

2 CONTRACTOR

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract.

3 PROGRAM ADMINISTRATOR

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract.

4. STATUS OF CONTRACTOR

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress.

5 ASSIGNMENT AND SUBLETTING

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

6 EQUAL OPPORTUNITY

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

7 **CONTRACT**

This contract consists of the following documents, Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work Collectively these documents may also be referred to as the Plans and Specifications

8. **DISCREPANCIES AND OMISSIONS**

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor.

9 **COLLATERAL CONTRACT**

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract

10. **TIME**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed Failure to timely commence operations may be deemed by the County to be a default The Contractor will complete the work at that site within the time period specified If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator.

11 **TIME AND ORDER OF COMPLETION**

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment

12. **EXTENSION OF TIME**

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

13. **LOSSES FROM NATURAL CAUSES**

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost

14 **KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times

15 **PERFORMANCE OF WORK**

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

16 **STORAGE AND CLEANUP**

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work

17 **WORKING HOURS**

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract.

18. **WORKSITE SECURITY**

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following:

a) its employees;
b) employees of subcontractors;
c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator; and
d) agents and/or employees of the County.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

19 **ALCOHOL/DRUG FREE WORKPLACE**

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract

20 **LABOR**

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part

21. **WAGE RATES**

This Contract is a Public Works Contract governed by V.T C A, Government Code, Chapter 2258. That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq) are used in this contract and are incorporated and made a part hereof.

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area.

Contractor acknowledges that

A) Pursuant to V.T.C.A., Government Code §2258 022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of $60 00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract, and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the County

Contractor represents it has read this law and the penalties provided prior to entering into this agreement.

22. **UTILITIES**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

23 **PARKING**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County

24. **FIRE AND SAFETY**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

25. **CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator

26. **INSURANCE**

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage

1) Workmen's Compensation
   a. State Statutory
   b Applicable - Statutory

2) Comprehensive General Liability (including Premises – Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage)
   a Bodily Injury –
      $100,000.00 each person, each occurrence
      $300,000.00 Aggregate, each occurrence
   b Property Damage including loss of use –
      $100,000.00 Each Occurrence
   c Products and Completed Operations to be maintained for 1 year after Final Payment
   d. Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a Bodily Injury
      $100,000 00 Each Person
      $300,000.00 Each Occurrence
   b Property Damage
      $100,000 00 Each Occurrence

4) Personal injury, with Employment Exclusion deleted
      $100,000.00 Each Occurrence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles):
   a. Bodily Injury
      $100,000 00 Each Person
      $300,000.00 Each Occurrence
   b Property Damage
      $100,000.00 Each Occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or certified letter The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

The above requirements do not establish limits of Contractor's liability.

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage

Such insurance is to be provided at the sole cost of Contractor

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents

The County shall be named as "additional insured" on such policies as are specified above

The County reserves the right to require additional insurance should it be deemed necessary.

27. **SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced.

28. **DAILY CLEANUP**

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations Materials which are stored on-site shall be stored in an orderly manner Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed. Truck hauling materials must be covered to keep materials from littering streets

29. **FINAL GRADING**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface

30 **RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County

31 **INSPECTION**

County reserves the right to inspect the work done by Contractor at any time

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time. Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed.

32. **DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract

33. **SUBSTANTIAL COMPLETION**

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken; however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor

34. **FINAL COMPLETION AND ACCEPTANCE**

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied.

35. **PARAGRAPH 35 HAS BEEN DELETED**

36. **PROGRESS PAYMENTS AND RETAINAGE**

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed. Applications for payment shall be made monthly by Contractor

The County shall then pay the Contractor on or before 45 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contact equals Ninety Five Percent (95%) of the total contract amount

37 **ESTIMATED QUANTITIES**

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified It is further understood that the County does not guarantee any minimum amount of work under this Contract

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

38. **CHANGES AND ALTERATIONS**

Contractor further agrees that Program Administrator may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract, otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case Program Administrator shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

39 **EXTRA WORK**

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator· subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or
Method (b) - By agreed lump sum: or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Program Administrator or by him agreed The Program Administrator may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to

maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

40. **FINAL PAYMENT**

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract; and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work.

41. **HINDRANCES AND DELAYS**

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor.

42. **TIME OF FILING CLAIMS**

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception. The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing

43. **LIQUIDATED DAMAGES FOR DELAY**

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay.

44 ABANDONMENT BY CONTRACTOR

Should Contractor fail to start or resume work within ten (10) days after written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate.

45. TERMINATION

County may terminate this Contract.

i immediately by giving written notice, if Contractor breaches its obligation under the Contract, or
ii. with or without cause, after giving 30 days written notice of termination to Contractor

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed The amount of such payment will be determined by the Program Administrator

46. SALVAGE

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the Program Administrator. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

47 COMPLIANCE WITH CODES

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work

48. INDEMNITY

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and it officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract.

49 **PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES**

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

50 **PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT**

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County

51 **LAWS AND ORDINANCES**

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees

52. **WARRANTY**

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

53. **PERMITS AND LICENSES**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract

54 **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County at:

Hon Mark Henry, County Judge
Galveston County Courthouse, 2nd floor
Galveston, TX 77550
Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal.

55 **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence

56. **APPLICABLE LAWS**

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting.

57 **ENTIRETY OF AGREEMENT AND MODIFICATION**

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

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

58 **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable

59. **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall be exclusively in Galveston County

60 **LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc shall be replaced by the Engineer at the Contractor's expense

61 **EMPLOYMENT VERIFICATION**

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/or Subcontractor paying the County the amount of $60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition

SECTION V

SPECIFICATIONS

(SPECIAL PROVISIONS TO TxDOT
AND
SPECIAL PROVISION - PROJECT SPECIFIC)

SECTION V

TECHNICAL SPECIFICATIONS

OWENS DRIVE IMPROVEMENTS
(From F. M. 517 North of Night Shade Drive)

PATE JOB NO. 1306-005-00

The work covered by this contract is to be constructed in accordance with the specifications listed below. Only the Divisions listed below shall apply All TxDOT specifications shall apply as if fully repeated and bound herein, except as modified by the specifications included in this contract.

Refer to: "TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" (June 2004)

Special Provisions To TxDOT Specifications	**Title**	**No. of Pages**
Item 1	Definition of Terms	2
Item 2	Instructions to Bidders	1
Item 3	Award and Execution of Contract	1
Item 4	Scope of Work	1
Item 5	Control of the Work	1
Item 6	Control of Materials	1
Item 7	Legal Relations and Responsibilities	1
Item 8	Prosecution and Progress	1
Item 9	Measurement and Payment	1
Special Provision Project Specific		
Item 10	Construction Notes	1
Special Specifications		
5112	Water Line	
5244	Sanitary Sewer	

SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby·

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TxDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS

Articles 1.26, "Certificate of Insurance" ; 1 28, "Commission", 1 47, "Department", 1 70 "Letting Offical " and 1 124 "State" are deleted.

Article 1 53, "ENGINEER", is revised to read in its entirety as follows:

1.53 ENGINEER Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibilities and obligations shall be limited as provided in Article 1.148

Article 1 64, "INSPECTOR," is revised to read in its entirety as follows:

1.64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain of the activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS.

1.148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County -- and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston

County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions, to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications, and to complete the work in accordance with the contract documents

SPECIAL PROVISION TO ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in it's entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in it's entirety.

The Award and Execution of Contract is included elsewhere in the Contract Documents

SPECIAL PROVISION TO ITEM 4

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4 2 "CHANGES IN WORK," ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 38 "CHANGES and ALTERATIONS" and ARTICLE 39 "EXTRA WORK" of Section IV, "General Terms and Conditions".

SPECIAL PROVISION TO ITEM 5

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 5 2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety

ARTICLE 5 7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows·

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions".

ARTICLE 5 8 "FINAL ACCEPTANCE," is hereby deleted in its entirety. It is replaced by Article 34 "Final Completion And Acceptance" of Section IV, "General Terms And Conditions"

SPECIAL PROVISION TO ITEM 6

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. "Buy America" and B "Buy Texas" are hereby deleted in their entirety.

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in it's entirety.

SPECIAL PROVISION TO ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7 5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows.

Payment for repair of surfaces opened by permission will be made in accordance with Article 38 "Changes And Alterations" of Section IV, "General Terms And Conditions"

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 8.1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order

ARTICLE 8.2 "PROGRESS SCHEDULES", B. "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

SPECIAL PROVISION TO ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby deleted in its entirety and replaced by ARTICLE 37. "ESTIMATED QUANTITIES" of Section IV, "General Terms and Conditions"

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 39, "EXTRA WORK" of Section IV, "General Terms and Conditions"

ARTICLE 9 5 "FORCE ACCOUNT" is hereby deleted in its entirety

ARTICLE 9 6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions"

ARTICLE 9.8 "FINAL PAYMENT" is hereby deleted in its entirety and replaced by ARTICLE 34, "FINAL COMPLETION AND ACCEPTANCE" and ARTICLE 40, "FINAL PAYMENT" of Section IV, "General Terms and Conditions"

SPECIAL PROVISION – PROJECT SPECIFIC

ITEM 10

"CONSTRUCTION NOTES"

1 During construction Contractor shall coordinate adjustments in signal operations for existing traffic signal at F.M. 517 with the TxDOT District 12 office Contact Mark Montgomery at (713) 866-7107.

2. Contractor shall comply with all requirements of Magellan Midstream Partners, C P for work in 26-inch high pressure pipeline easement, including but not limited to the following guidelines.

   a. The appropriate Texas One Call shall be conducted prior to commencing work across on within the Longhorn Easement

   b. A Magellan Representative must be contacted at least 48 hours prior to the work commencing over the pipeline work within the easement. Please contact Ms. Erin Brantley (Supervisor) @ (713) 475-4303 to arrange personnel assignment.

   c. The on-site Magellan representative shall require that a "Short Form" Encroachment Agreement be completed and executed by the Contractor.

   d. Any excavation within 3 feet of the pipeline shall be conducted by hand shoveling

   e Any damages to the pipeline which may be caused by the activities performed during this project shall be paid for by the County and/or Contractors involved

3 Proof rolling shall be incidental to Bid Item 7 – Prepare and Compact Subgrade No separate pay

4 Contractor shall install and maintain three (3) portable message boards at project limits notifying the public of the project for a period of two (2) weeks prior to start of construction.

5. Contractor shall provide and maintain temporary mailboxes meeting US Postal Service requirements during the construction period where current postal service exists No separate pay.

SPECIAL SPECIFICATION
5112
Water Mains

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SPECIAL SPECIFICATION
5112

Water Mains

1. **Description.** Furnish labor, materials, and equipment necessary to provide a complete water main system in conformance with the plans and specifications, and in compliance with the Department's Utility Accommodation Policy (Title 43, T A.C , Sections 21 31-21 55) Construct water mains of the sizes, materials, and dimensions shown on the plans including pipe, joints, and connections to new and existing pipes, casing, valves, fittings, fire hydrants, meters, blocking, etc., as may be required to complete the work

   Furnish materials and equipment for encasing existing water lines with split steel encasement pipes using the open cut method in accordance with this specification

   The abbreviations AWWA, ASA, ANSI, ASTM and NACE used in this specification refer to the following organizations or technical societies

   - AWWA American Water Works Association
   - ASA American Standards Association
   - ASTM American Society for Testing and Materials
   - ANSI American National Standards Institute
   - NACE National Association of Corrosion Engineers

   References to specifications of the above organizations mean the latest standard or tentative standard in effect on the date of the proposal

2. **Materials.**

   A. **General.** Pipe 6 in and larger is acceptable, without penalty, to the Texas Fire insurance Commission for use in water works distribution systems

   Provide new and unused materials for this project unless otherwise shown on the plans or in the proposal

   For water mains less than 24 in in diameter, use casing insulators between the water main and casing unless otherwise shown on the plans. For water mains 4 in through 14 in , use 8-in wide casing insulators For water mains 16 in through 20 in , use 12-in wide insulators. For pipe materials up to 12 in , use Pipeline Seal and Insulator Model C8G-2 or approved equal For water mains larger than 12 in. use Pipeline Seal and Insulator Model C12G-2 or approved equal Casing end seals: Pipeline Seal and Insulator Model C or approved equal

   B. **Steel Pipe and Fittings.**

      1. **Steel Carrier Pipe.** Provide steel pipe for use as carrier pipe in the distribution system, conforming to the requirements of AWWA Standard C200 Install steel pipe 20 in and smaller as aerial crossings, above-ground piping, and for

encasement sleeves only Do not bury steel pipe that is 20 in and smaller directly or within a casing

For pipe 24 in and greater, conform to the requirements of AWWA C200, C207, C208 and AWWA M11 except as modified in this specification Furnish pipe and fittings that have manufacturer's certifications ensuring that they have been hydrostatically tested at the factory in accordance with AWWA C200, Section 3 4 Ensure pipe steel meets the requirements of ASTM A36, ASTM A570 Grade 36, ASTM A53 Grade B, ASTM A135 Grade B, or ASTM A139 Grade B as a minimum Pipe is also subject to the requirements of Underwriters Laboratories, Inc Specification for "Steel Pipelines for Underground Water Service "

Design pipe and fittings to withstand the most critical simultaneous application of external loads and internal pressures. Base the design on the minimum of AASHTO HS-20 loading, AREMA E-80 loads, and depths of bury as indicated on the plans Design for the most critical groundwater level condition The pipe design conditions follow

- Working pressure = 100 psi
- Hydrostatic field test pressure = 150 psi

For pipe design (24 in. and larger) conform to AWWA M11 with the following conditions

- Design stress due to working pressure: The maximum is 50% of the minimum yield strength or 16,500 psi maximum stress for mortar-coated pipe
- Design stress due to hydraulic test pressure The maximum is 75% of the minimum yield strength or 24,750 psi maximum stress for mortar-coated pipe
- Design stress due to maximum hydraulic surge pressure· The maximum is 75% of the minimum yield strength or 24,750 psi maximum stress for mortar-coated pipe
- Modulus of soil reaction (E'), $\leq$1,500 psi
- Unit weight of fill (w) > 120 pcf
- Deflection lag factor (D1) = 1 2
- Bedding constant (K) = 0 1
- Fully saturated soil conditions. hw = h = depth of cover above top of pipe Maximum deflection from specified diameter = 3% for flexible coatings

Ensure a licensed Engineer performs pipe designs and signs, seals, and dates them Before manufacturing, submit these calculations for approval

Supply pipe in double random lengths unless otherwise shown on the plans Bevel the ends of the pipe for field butt welding as shown on the plans.

Provide a minimum of 3/8-in inside joint recess between ends of pipe in straight pipe sections.

Provide a minimum allowable steel wall thickness in accordance with Tables 1 and 2 for HS-20 live loads and depths of bury of up to 16 ft

Table 1
Carrier Pipe (20 in. and smaller)

Nominal Pipe Size (in.)	Outside Diameter (in.)	Minimum Wall Thickness (in.)	Approximate Weight Per Lineal Foot, Uncoated (lb)
4	4 500	0 250	11 35
6	6 625	0 280	18 97
8	8 625	0 322	28 55
10	10 750	0 365	40 48
12	12 750	0 375	49 56
16	16 000	0 375	62 58
20	20 000	0.375	78 60

Table 2
Carrier Pipe (24 in. and larger)

Net Inside Diameter (in)	Minimum Wall Thickness (in.)	
	Flexible Coating	Mortar Coating
24	0 149	0 136
30	0 149	0 136
36	0 178	0 163
Note Refer to the plans for carrier pipe thickness However, never use a pipe wall thickness less than that defined in the above tables		

2. **Steel Casing Pipe.** Ensure pipe intended for use as casing pipe is manufactured in accordance with Section 2 B.1, "Steel Carrier Pipe," of this specification except ensure that the minimum allowable steel wall thickness conforms to those shown in Table 3 for HS-20 live loads and depths of bury of up to 16 ft

Table 3
Casing Pipe (Encasement Sleeves)

30 in. and smaller			
Casing Pipe Size (in.)	Outside Diameter (in.)	Minimum Wall Thickness (in.)	Approximate Weight Per Lineal Foot, Uncoated (lb.)
8	8 625	0 219	19 64
10	10 750	0 219	24 60
12	12 750	0 219	29 28
16	16 000	0 219	36 86
18	18 000	0 250	47 39
20	20 000	0 250	52 73
24	24 000	0 250	63 41
30	30 000	0 250	79 43
Note Refer to the plans for casing thickness However, never use a pipe wall thickness less than that defined in the above table			

Provide steel casing sections for split casing in lengths a maximum of 20 ft Ensure each section is split in half sections. Bevel the ends and split sections for field butt-welding

Steel casing pipe is not required to carry the label of the Underwriters Laboratories, Inc

3. **Steel Pipe Fittings.** Provide factory forged steel pipe fittings unless otherwise shown on the plans Ensure the wall thickness is equal to or greater than the pipe to which the fitting is to be welded Bevel the ends of the fitting for field butt-welding

   Provide restraint joint connections for 16-in and larger water main piping shown on the plans to have restraint lengths, unless otherwise shown on the plans

   Elbows Provide 2-piece for 0 degrees to 22-1/2 degrees, 3-piece for 23 degrees to 45 degrees; 4-piece for 46 degrees to 67-1/2 degrees, and 5-piece for 68 degrees to 90 degrees, unless otherwise shown on plans

   Outlets Reinforced in accordance with AWWA M11, Sections 13 3-13 7, AWWA C200, and AWWA C208 Provide interior lining and exterior coating in accordance with paragraphs on coating and lining, and matching pipe to access inlets, service outlets, test inlets, and air-vacuum valve and other outlets, including riser pipes

   Radius. The minimum radius is 2 5 times pipe diameter

4. **Hydrostatic Test of Pipe.** Perform hydrostatic testing in accordance with AWWA C200, Section 3 5 3, at the point of manufacture Hold the test for a minimum of 2 minutes and conduct a thorough inspection of the pipe Repair or reject pipe revealing leaks or cracks

   Calibrate pressure gauges within 1 year before testing, as specified in AWWA C200, Section 1 04 L

5. **Butt Straps for Closure Piece.** Provide a minimum 12-in wide split butt strap, minimum plate thickness equal to the thinnest member being joined; fabricated from material equal in chemical and physical properties to the thinnest member being joined

   Provide a minimum lap of 4 in between the member being joined and the edge of the butt strap, welded on both the inside and outside, unless otherwise approved.

   Provide a minimum 6-in welded outlet for inspecting each closure section, unless the access manway is within 40 ft of the closure section Provide forged steel threaded outlets of approved design, where required, for use in passing hose or lead wires into the pipe Tap plugs with standard pipe threads and weld to the pipe in an approved manner, and use solid forged steel plugs for closure

   Provide full penetration butt or welded joints as shown on the plans Use flanged joints at valves unless otherwise shown on the plans Perform x-ray or ultrasonic testing of manual welds on special pipe and fittings

   Dished Head Plugs: Provide dished head plugs (test plugs) to withstand field hydrostatic test pressure from either side of the plug Ensure the design stress due to hydrostatic pressure is at most 50% of minimum yield Pipe on the opposite side of the hydrostatic test may or may not contain water Ensure the manufacturer of the steel pipe hydrostatically tests the plugs at the factory

Make curves and bends by deflecting joints, by using beveled joints, or by combining these methods, unless otherwise shown on the plans Do not exceed the joint deflection angle recommended by the pipe manufacturer Make penetration of spigot into bell at all points of circumference at least equal to minimum required penetration shown on the plans Provide beveled pipe sections used in curved alignment of standard length except when shorter sections are required to limit the radius of curvature In this case, provide equal length sections throughout the curve Do not allow the bevel to exceed 5 degrees

6. **Steel Pipe Flanges.** Ensure steel pipe flanges shown on the plans conform to AWWA Standard C207 for Class D Flanges (same diameter and drilling as Class 125 cast-iron flanges ASA B16 1)

   Make cast-iron to steel pipe connections with 1 cast-iron bell flange and 1 steel slip-on flange, and ensure they are electrically isolated The use of insulating gaskets, plastic bolt sleeves, and washers of insulating gasket material backed with zinc plated or hot-dip galvanized washers, or epoxy coated bolts, nuts, and washers used with an insulating gasket, are approved for this purpose

   For inline flange joints 12 in in diameter and greater and for butterfly valve flanges, use Pyrex LineBacker Type E phenolic gaskets manufactured by Pipeline Seal and Insulator Inc , or approved equal

   Use full-face gaskets for other flanged joints not listed above. Provide cloth-inserted rubber gasket material, 1/8-in thick in accordance with AWWA C207 Ensure gaskets are factory-cut to proper dimensions

   Maintain electrically isolated flanged joints between steel and cast-iron by using epoxy coated bolts, nuts, washers, and insulating type gaskets unless, otherwise approved

   Fabricate flanges with oversize bolt holes, with flanges drilled in pairs, to accommodate insulating sleeves.

7. **Steel Pipe Protective Coatings.**

   a. **General.** Use shop-applied protective coatings except for field repairs and coatings of field welded joints. The Engineer may provide for witness of inspection and testing of shop-applied coatings, however, such witness does not relieve the Contractor of the responsibility to furnish material, perform work, and provide quality control in conformance with the applicable AWWA Standard and the requirements of these specifications

      The substrate surface profile and minimum and maximum individual and total dry film thickness (DFT) indicated in this specification apply No requirement of this specification cancels or supersedes the specific written directions and recommendations of the specific coating manufacturer so as to jeopardize the integrity of the applied system Measure the dry film thickness in accordance with SSPC PA2

Field test shop coating and field repairs for holidays, pinholes, or discontinuities, at voltage levels required by the applicable AWWA Standard and in accordance with the applicable NACE procedure, i e , PRO 188, RPO 274, TMD 384, etc. Submit the test procedure, including voltage levels to be used, before testing Repair holidays in conformance with the applicable AWWA Standard. Provide documentation by a NACE-certified inspector of compliance with the required tests

Handle, store, and use field procedures for shop-coated pipe in conformance with the applicable AWWA Standards Adequately seal and protect pipe ends from damage during handling and storage. Do not remove such protection until immediately before installing Do not lift pipe using caliper clamps or hooks at ends of the pipe Repair damage to the pipe or the protective coating caused while installing the pipe and before final acceptance by the owner, as directed and in conformance with the applicable standards

Keep the interior of the pipe and fittings clean of foreign matter before installing and until the work is accepted Keep joint contact surfaces clean until jointing is complete

Furnish an affidavit of compliance that all materials and work furnished comply with the requirements of the applicable AWWA Standard and these specifications

b. **Internal Lining for Steel.** Ensure the material used for the internal coating of the steel carrier pipe is NSF61-listed as suitable for contact with potable water as required by Chapter 290, Rules & Regulations for Public Systems, Texas Natural Resource Conservation Commission (TNRCC)

Supply steel pipe with epoxy lining, capable of conveying water at temperatures not greater than 140 °F Provide linings conforming to American National Standards Institute/National Sanitation Foundation (ANSI/NFS) Standard 61, and certification from an organization accredited by ANSI Unless otherwise noted, coat exposed (wetted) steel parts of flanges, blind flanges, bolts, and access manhole covers, with epoxy lining as specified

(1) **Epoxy Lining.** Use Liquid Epoxy meeting the requirements of AWWA C-210, "Liquid Epoxy Coating System for the Interior and Exterior of Steel Water Pipelines," except as modified in this specification Provide a Liquid Epoxy system consisting of three coats of polyamide epoxy (no coal tar material) as follows

- Prime Coat 2-part, chemically cured, pigmented, Polyamide epoxy, 4-6 mils dry film thickness (DFT)
- Intermediate Coat. 2-part polyamide epoxy, 4-6 mils (DFT)
- Finish Coat 2-part polyamide epoxy, 4-6 mils (DFT)

Ensure the total system has a minimum DFT of 12 mils and a maximum DFT of 18 mils Apply each coat in contrasting colors, using a buff prime and intermediate coat and a white finish coat. Use the same manufacturer to supply

all material Coal-tar epoxy material is not permitted For surfaces to be coated, abrasive blast clean them to a near-white finish in accordance with SSPC-SP10 (NACE 2) to establish an average anchor profile of 2 0 to 3 0 mils, with no individual reading greater than 4 0 mils or less than 1 5 mils Before applying, inspect the prepared and cleaned surface for evidence of non-visible contaminants such as soluble salts or chlorides in accordance with NACE Technical Committee Report "Surface Preparation of Contaminated Steel Surfaces," NACE Publication 6G 186 Re-clean the surface as necessary, until it is free of such contaminants

Perform an interior adhesion test on pipe 30 in in diameter and larger in accordance with ASTM D 4541 Minimum field adhesion 700 psi Perform this test on pipe for project at a frequency of one for every 1000 sq ft of epoxy lining. Perform a cure test in accordance with ASTM D 4752 (solvent rub test) and ASTM D 3363 (pencil hardness) for each section of pipe Repair tested areas with approved procedures

Provide Fusion Bonded Epoxy in accordance with AWWA C-213, "Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines "

c. **External Coating.**

(1) **Above Ground.** Externally coat above ground steel piping and fittings with a 3-coat epoxy/epoxy/polyurethane system in accordance with AWWA C-218, "Coating the Exterior of Aboveground Steel Water Pipelines and Fittings," Section 2 5, Coating System No 4-91, except as modified in this specification

- Prime Coat 2-component, pigmented, catalyzed Polyamide epoxy, DFT of 3-4 mils
- Intermediate Coat· 2-component, catalyzed Polyamide epoxy, DFT of 4-6 mils
- Finish Coat 2-component aliphatic polyurethane; DFT 3-4 mils

Ensure the total system has a minimum DFT of 10 mils and a maximum DFT of 14 mils Apply each coat in contrasting colors, using a buff prime coat and a blue finish coat, or as directed Use the same manufacturer to supply all material For surfaces to be coated, abrasive blast clean them to a near-white finish in accordance with SSPC-SP10 (NACE 2) to establish an average anchor profile of 2 0 to 3 0 mils, with no individual reading greater than 4 0 mils or less than 1 5 mils Before coating, inspect the prepared and cleaned surface for evidence of non-visible contaminants such as soluble salts or chlorides in accordance with NACE Technical committee Report "Surface Preparation of Contaminated Steel Surfaces," NACE Publication 6G 186 Re-clean the surface as necessary, until it is free of such contaminants.

Perform an interior adhesion test on pipe 30 in in diameter and larger in accordance with ASTM D 4541. Minimum field adhesion 700 psi

Perform this test on pipe for the project at a frequency of one for every 1000 sq ft of epoxy lining Perform a cure test in accordance with ASTM D 4752 (solvent rub test) and ASTM D 3363 (pencil hardness) for each section of pipe Repair tested areas with approved procedures

Provide Fusion Bonded Epoxy in accordance with AWWA C-213, "Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines "

(2) **Buried Steel Pipe, 24-Inch Diameter and Larger Only.** Coat buried steel pipe and fittings (except tunneled, cased, or augered holes) with either of the following systems:

(a) **Tape Coating.** Provide an approved tape for external tape coating. Apply in accordance with AWWA C214 and the requirements of this Section, 80-mil. shop-applied, Polyken YG-III, Tek-Rap Yard-Rap, or approved equal Components Primer, one 20-mil layer of inner-layer tape for corrosion protection and two 30-mil layers of outer-layer tape for mechanical protection Bond coupling to adjacent pipes with bonding cables as shown on the plans

Use approved filler putty, type Polyken 939 insulating putty, or approved equal, to fill in the gap and create a smooth sloped transition between the top of the reinforcing plate and the pipe, before applying the tape coating

Primer. Compatible with the tape coating, supplied by the coating-system manufacturer

Provide pipe with shop coatings cut back approximately 4 to 4-1/2 in from the joint ends to facilitate joining and welding of pipe. Taper successive tape layers by 1-in staggers to facilitate field wrapping and welding of joints Inner and outer tape width 12 in or 18 in

Do not expose tape coating to direct sunlight for more than 60 days.

Wrap specials and fittings that cannot be machine wrapped due to configuration, with primer layer and two layers of prefabricated tape, each 35 mils thick Overlap machine applied tape with hand applied tape by minimum of 2 in and bind to it

Apply Polyken approved 30 mil filler tape 931, or approved equal, parallel to spiral weld seams if weld height measures greater than or equal to 1/8 in

(b) **Polyurethane Coating.** Refer to Section 2 B.7.c (1) above Heat Shrink Joint Sleeves for Tape Coating: Aqua-shield, or approved equal For repairs to heat shrink joint sleeves, use Aqua-shield Repair Patch Kit, or approved equal

(3) **Steel Pipe in Tunneled, Cased, Bored, or Augered Holes.**

(a) **24-Inch and Larger:** Prime steel pipe in tunneled or cased holes with 3 0 to 4 0 mils of a 2-part chemically cured rust inhibitive polyamide epoxy Prepare the surface the same as for above ground external coating, of Section 2 B 7 c 1 of this specification Fill the annular space between the tunnel or casing with the specified grout

(b) **20-Inch and Smaller:** Coat steel pipe in bored or augered holes, or holes in a tunnel or casing, with Corropipe II-TX or Corroclad 2000 as manufactured by Madison Chemical Industries, Inc , or approved equal, and apply in strict conformance with the manufacturer's recommendations For external field welds and other field repairs, use Madison Chemical "GP" II or "TX" Touch Up, or approved equal, in conformance with the manufacturer's recommendations.

d. **Inspection and Testing of Coatings.** Perform electrical inspection on the inner layer of tape before applying the intermediate layer of tape If holidays are detected, repair holidays immediately before applying the outer layer of tape Clear the holiday area of material and re-prime if necessary. Re-coat the area with inner wrap tape Overlap the inner wrap tape onto the surrounding inner wrap coating by at least 2 in. Perform an electrical re-test at the repaired area after repairing the holiday, and before continuing the outer wrap.

Shrink Wrap Perform an electrical inspection on the shrink wrap to check for holidays. Perform peel tests over the heat affected zone Minimum acceptable result. 15 lbs.-ft per inch

C. **Ductile-Iron Pipe and Fittings.**

1. **Ductile-Iron Pipe.** Provide ductile-iron pipe conforming to the requirements of AWWA Standard C151 Provide minimum lengths of 18 ft. and minimum thickness of Class 51 for water lines Provide minimum thickness Class 53 for flanged pipe and minimum thickness Class 52 for areas with pipe offset sections Use joints of the push-on type or flanged type unless otherwise shown on the plans Use push-on joints conforming to the requirements of ASA Specification A21 11 (AWWA C111) Use flanged joints conforming to the requirements of AWWA C115 including a cloth inserted rubber gasket material 1/8 in thick for flanged joints Do not use threaded or grooved type joints which reduce the pipe wall thickness below the minimum required.

Provide polyethylene encasement material and install in accordance with AWWA C105, and backfill as specified. Apply a minimum of two complete wraps of 8-mil-thick polyethylene Use polyethylene encasement for open cut installations only. For augered sections or sections installed inside a tunnel or casing, provide polyurethane coating

Hydrostatic Test of Pipe· AWWA C 151, Section 5 2 1, at the point of manufacture Hold the test for a minimum of 2 minutes for thorough inspection of the pipe Repair or reject pipe revealing leaks or cracks

Clearly mark the pipe section to show the location and thickness or pressure class color code.

Provide an exterior coating, in open cut excavations, consisting of a prime coat and an outside asphaltic coating conforming to AWWA C110, C115, or C151 for pipe and fittings Encase the water line in a double wrap of polyethylene Use polyethylene wrap conforming to the requirements of Section 2 L , "Polyethylene Film Wrap," and 3 P , "Polyethylene Film Wrap," of this specification Install bond wire as specified in this Item.

Coat Ductile-Iron pipe in augered holes with a polyurethane coating Use a polyurethane coating conforming to the same requirements as those in Section 2 B 7 c 3 , "Steel Pipe in Tunneled, Cased, on Augered Holes" of this specification

2. **Fittings for Ductile-Iron Pipe.** Ensure fittings for use with ductile-iron pipe of nominal sizes 4-in through 48-in conform to AWWA Standard C110 or C153.

   Use joints of the push-on type or flanged type unless otherwise shown on the plans Use push-on joints conforming to the requirements of ANSI Specification A21 11 (AWWA C111), rated for a 250 psig working pressure or A21 53 (AWWA C153) Use flanged fittings conforming to AWWA C110, of cast or ductile iron and conforming to ANSI B16 1, class 125 rated at 250 psig working pressure. Screw flanged fittings on threaded pipe ends done in the shop in accordance AWWA C115 for attaching, aligning, and facing

   Coat the inside and outside surfaces of the fittings as specified for the regular lengths of ductile-iron pipe

   Regardless of the coating system, for flanged joints in buried service, provide a petrolatum wrapping system, Denso, or approved equal, for the complete joint and alloy steel fasteners Alternatively, provide bolts made of Type 304 stainless steel

   Bond joints in accordance with Section 2 E , "Joint Bonding and Electrical Insulation "

3. **Restrained Joints.** For buried services, restrain ductile iron pipe 16 in in diameter and larger from movement, using special joints Provide the following or approved equal

   - Super-Lock Joint by Clow Corporation
   - Flex-Ring or Lok-Ring by American Cast Iron Pipe Company
   - TR-Flex or Field-Lok Joint by U S Pipe and Foundry Company

   Provide restrained joints with enough distance from each side of the bend, tee, plug, or other fitting to resist thrust developed at the design pressure for the pipe

   Use water main interior coatings conforming to AWWA C104 or ANSI A21 4, cement-lined with seal coat or ANSI A 21 16 fusion-bonded epoxy coating

Ensure the material used for internal coating is NSF 61 and listed as suitable for contact with potable water as required by Chapter 290, Rules and Regulation for Public Water Systems, Texas Natural Resources Conservation Commission (TNRCC)

D. Polyvinyl Chloride (PVC) Pipe and Fittings.

1. **Polyvinyl Chloride Pipe, 2-Inch Through 20-Inch.** Provide PVC pipe 4 in and larger with integral bell type gasketed push-on joints or plain end pipe with twin-gasketed couplings conforming to the requirements of ASTM Designation D3139 for push-on-type joints Use rubber gaskets conforming to the requirements of ASTM Designation D1869

   Mark furnished PVC pipe on the spigot end for proper depth of makeup to the bell end of a joining length of pipe or fitting

   Provide valves for use with PVC pipe conforming to the requirements of Section 2 H , "Gate Valves, Tapping Valves, and Tapping Sleeves," of this specification, except provide valve ends of the push-on-joint type for use with PVC pipe Provide self-extinguishing PVC pipe that bears Underwriters' Laboratories mark of approval and is acceptable without penalty to Texas State Fire Insurance Committee for use in fire protection lines Ensure PVC pipe bears the National Sanitation Foundation Seal of Approval (NSF-PW)

   Provide PVC meeting the following thickness when using restrained joints

   - DR 18 For restrained joints where shown on the plans
   - DR 14 For alternate to offset pipe sections shown on the plans Do not use PVC pipe for offset sections with depth of cover greater than 20 ft or less than 4 ft Do not use PVC pipe in potentially petroleum-contaminated areas.

   Make curves and bends by deflecting joints Do not exceed the maximum deflection recommended the by the pipe manufacturer Submit details of other methods of providing curves and bends for review by the Engineer

   Gaskets Use gaskets meeting the requirements of ASTM F 477 Use elastomeric factory-installed gaskets to make joints flexible and watertight Flat Face Mating Flange· Full faces 1/8 in. thick ethylene propylene rubber (EPR) Raised Face Mating Flange Flat ring 1/8 in EPR, with filler gasket between the outside diameter (OD) of the raised face and the flange OD to protect the flange from the bolting moment. Lubricant for rubber-gasketed joints· Water- soluble, non-toxic, non-objectionable in taste and odor imparted to fluid, non-supporting of bacteria growth, and causing no deteriorating effect on PVC or rubber gaskets Use one manufacturer to furnish PVC pipe When an approved PVC system is used as alternate to offset pipe section, a second manufacturer may be used. Do not use PVC pipe in potentially or known contaminated areas Do not use PVC pipe in areas exposed to direct sunlight

Hydrostatic Test AWWA C 900, AWWA C 905, AWWA C 909, ANSI A 21 10 (AWWA C 110), at the point of manufacture, submit the manufacturer's written certification to the Engineer

2. **Fittings for Polyvinyl Chloride Pipe, 2-Inch.** Provide PVC pipe manufactured in accordance with the requirements of ASTM Designation D1784 for PVC 12454B (Type I, Grade 1) or PVC 12454C (Type I, Grade 1) and with a standard thermoplastic pipe dimension ratio (SDR) equal to 21

   Use fittings for 2-in PVC pipe with a minimum pressure rating of 200 psi Use fittings of the solvent-weld, socket type conforming to the requirements of ASTM D2466, or the gasketed push-on type conforming to the requirements of ASTM D2241 Use PVC solvent cements manufactured in accordance with ASTM D2564

3. **Polyvinyl Chloride Pipe, 4-Inch Through 20-Inch.** PVC pipe 4-in through 12-in AWWA C 900, AWWA C 909, Class 150, DR 18, AWWA C 900, Class 200, DR 14 as alternate to offset pipe sections, nominal 20-ft lengths, cast-iron equivalent outside diameters. Pipe 14-in through 20-in AWWA C 905, Class 235, DR 18, nominal 20-ft lengths, cast-iron equivalent outside diameter

   Use joints conforming to the same requirements as those specified for 2-in PVC pipe

4. **Bends and Fittings for PVC Pipe, 4-Inch Through 20-Inch.** Provide fittings conforming to the requirements of Section 2 C 2 , "Fittings for Ductile-Iron Pipe " Use polyethylene wrapped fittings as required by Sections 2 L , "Polyethylene Film Wrap" and 3 P, "Polyethylene Film Wrap," of this specification

   Provide restrained joints with enough distance from each side of the bend, tee, plug, or other fitting to resist thrust developed at the design pressure for the pipe Approved Certa-Lok PVC restrained joints, 200-250 psi, may be provided for up to 12 in in diameter Where preventing movements of 12-in diameter or greater pipe due to thrusts is necessary, provide the following restrained joints, or approved equal:

   a. **Fittings:** JCM 610 Sur-Grip Fitting Restrainer by JCM Industries, Inc or Series 500 Fitting Restrainer by Ebba Iron, Inc , One Bolt by One Bolt, Inc , or approved equal.

   b. **Bell and Spigot:** JCM 620 or 621 Sur-Grip Bell Joint Restrainer by JCM Industries, Inc or Series 1500 or Series 1100HV Joint Restrainer by Ebba Iron, Inc , One Bolt by One Bolt, Inc , or approved equal

5. **Nonmetallic Pipe Detection.** Where nonmetallic pipe is installed longitudinally underground, provide for a method of detecting the location of the nonmetallic pipe The specific method is shown on the plans or will be approved This system may involve some components to be installed in the trench around the pipe to be detected using a metal detector Or the system may consist of locating equipment capable of creating a non-destructive pressure wave which can be detected above ground using a portable detection device with both audible and visual indicators

Ensure either system of detection is capable of accurately locating the pipe to a maximum depth of 3 ft over the areas shown on the plans

Either system must be capable of locating lines under earth, concrete, or asphaltic surfaces Use equipment, materials, and installation as specified by the manufacturer.

E. **Joint Bonding and Electrical Insulation.** For electrical bond wires, use a minimum No 2 AWG, 7 strand, copper cable, furnished with high molecular weight polyethylene insulation (HMWPE) Remove 1 in of HMWPE insulation from each end of the bond wire Provide 2 bond wires as shown on the plans

Provide a flange adaptor with an insulating kit, as required, when connecting new piping to existing piping and piping of different materials Provide electrical flange insulation through the installation of the following materials

1. **Insulating Gasket.**

   a. **For Piping Sized 30 Inches in Diameter and Greater,** provide Pyrox G-10 with nitrile seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc , or approved equal

   b. **For Piping Sized Between 12 Inches and 24 Inches in Diameter,** provide Phenolic PSI with nitrile seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc., or approved equal

   The Contractor may provide a plain-faced phenolic gasket, as manufactured by Pipeline Seal and Insulator, Inc , or approved equal Place the phenolic gasket between two full-faced gaskets Provide cloth-inserted rubber gasket material, 1/8-in thick in accordance with AWWA C207. Use gaskets that are factory cut to proper dimensions

2. **Sleeves and Washers.**

   a. **For Piping Sized 30 Inches in Diameter and Greater**, provide full length Mylar sleeves with Pyrox G-10 washers, double washer sets as manufactured by Pipeline Seal and Insulator Inc , or approved equal.

   b. **For Piping Sized Between 12 Inches and 24 Inches in Diameter,** provide full length Mylar sleeves with phenolic washers, double washer sets as manufactured by Pipeline Seal and Insulator, Inc , or approved equal

F. **Copper Tubing for Copper Service Lines and Small Mains.** For 3/4-in , 1-in , 1-1/2 in , and 2-in diameter copper tubing for underground service, use Type "K" soft annealed and seamless with the proper bending temper and conforming to ASTM Designation B88 and Federal Specification WW-T-799 with the following exceptions

Section 14 of ASTM Designation B88 is hereby modified to provide for the following number of samples for each size of tubing

- For each 7,500 ft of tubing, 1 sample

- Items of less than 7,500 ft of tubing, 1 sample

Furnish 3/4-in and 1-in tubes in coils, each containing 60 ft Furnish 1-1/2 in and 2-in tubes in coils of minimum 40-ft lengths Use minimum joint spacing in multiples of 60 ft or 40 ft respectively

Provide flared or compression-type brass fittings for use with Type K annealed copper tubing in accordance with AWWA C 800.

G. Brass Fittings for Underground Services Lines and Small Mains (Less Than 24 Inches in Diameter).

1. **General.** Unless otherwise provided in this specification, use brass fittings in underground installations of service lines and small mains in the water distribution system

   Use brass fittings composed of Copper Alloy No. C 83600 conforming to the requirements of ASTM Designation B62 Ensure the general pattern for each fitting conforms to that of standard brass fittings as manufactured by Mueller Company, Hays Manufacturing Company, or an approved equal.

   Compression fittings may be used for unions except where they occur under existing or future paving. Use compression tube fittings with Buna-N beveled gaskets

   Ensure each fitting has the manufacturer's name or trademark and size plainly stamped into or cast on the body Provide straight pipe adjacent to fittings for at least 10 in

   Provide waterways no smaller in diameter than the nominal size of the stop and accurately finish to a watertight joint, face all nuts and washers to a true fit; and design them such that the joint remains watertight and reasonably easy to operate after repeated use over a number of years Use external threads conforming to AWWA Standard C800 and, on corporation stops, protect them in shipment by using plastic coatings or an alternate approved method

2. **Corporation Stops.** Provide inlet ends of one of the following types Standard corporation stop threads as specified in Table 1, AWWA C800; iron pipe thread (permissible for use with service saddles only); or Hays 4200- 4202 or approved equal

   Use one of the following types of valve body Tapered plug type, "O-ring" seat ball type; or the rubber seat ball type

   Provide outlet ends with a flared-copper connection for use with Type-K soft copper or compression type fitting

   For PVC pipe, provide all brass corporation stops specifically designed for use with PVC pipe

3. **Curb Stops.** Provide inlet ends with flared copper connections or compression type fittings

   Use a valve body with a straight through or angled meter stop design equipped with padlock wings and of the "O-ring" seal straight plug type or the rubber seat ball type

   Provide the outlet with female iron pipe threads or swivel nut meter spud threads, 3/4-in and 1-in stops, and with 2-hole flanges for 1-1/2 in and 2-in sizes

4. **Service Saddles.** Provide service saddles with dual straps and of one of the following types Brass body and straps, ductile-iron body and straps, vinyl coated; ductile-iron body, vinyl coated with stainless steel straps

   Taps for PVC Water Mains Use dual strap or single, wide band strap saddles which provide full support around the circumference of the pipe and a bearing area with enough width along the axis of the pipe, 2 in minimum, to ensure that the pipe will not be distorted when the saddle is tightened Use Romac Series 101N wide band, stainless-steel tapping saddle with AWWA standard thread (Mueller thread), or approved equal

5. **Angle Stops.** Provide angle stops in accordance with AWWA C800, ground-key, stop type with bronze lock-wing head stop cap, inlet and outlet threads conforming to the application tables of AWWA C800, and inlet side with a flared connection or Mueller 110 compression type, or an approved equal.

   a. **Outlet for 3/4-Inch and 1-Inch Size:** Meter swivel nut with saddle support

   b. **Outlet for 1-1/2 Inch Through 2-Inch Size:** "O-ring" sealed meter flange, iron pipe threads

6. **Fittings.** Provide fittings in accordance with AWWA C800 and as described below·

   a. **Castings:** Smooth, free from burrs, scales, blisters, sand holes, and defects which would make them unfit for their intended use

   b. **Nuts:** Smooth cast and with symmetrical hexagonal wrench flats

   c. **Flare-joint fittings:** Smooth cast Machine seating surfaces for metal-to-metal seal, to proper taper or curve, free from any pits or protrusions

   d. **Thread fittings:** Use N P T threads and protect male threaded ends in shipment by using plastic coatings or other equally satisfactory means

   e. **Compression Tube Fittings:** Provide with a Buna-N beveled gasket

   Brass fittings will require the following factory testing

   - Submerge in water for 10 seconds at 85 psi with stops in both closed and open positions

- Reject any fittings that show air leakage The Department may confirm tests locally An entire lot from which samples were taken will be rejected when random sampling discloses unsatisfactory fittings

H. Gate Valves, Tapping Valves, and Tapping Sleeves.

1. **Gate Valves.** Use gate valves conforming to AWWA Standard C500, C509, C515, and the following supplemental specifications

   Provide direct-bury valves and valves in subsurface vaults that open clockwise Prove above-ground valves that open counter-clockwise.

   If the type of valve is not indicated on the plans, use gate valves as line valves for sizes less than 20 in If the type of valve is specified, no substitute will be allowed

   Use a valve body of straight-through or angled, meter-stop design equipped with the following.

   - **O-Ring Seal:** straight plug type
   - **Rubber Seat:** ball type

   Provide the outlet end with female, iron-pipe threads or swivel-nut, meter-spud threads on 3/4-in and 1-in stops, and with a 2-hole flange on 1-1/2 in and 2-in sizes

   a. **Gate Valves 1-1/2 Inches in Diameter and Smaller:** Use an operating pressure of 125 psi, bronze mounting, rising-stem, single-wedge, disc type, screwed ends, Crane No 428, or approved equal

   b. **Gate Valves 2 Inches in Diameter:** Use an iron body; double gate, non-rising stem, 150-lb. test, 2-in square nut operating clockwise to open

   c. **Gate Valves 4 Inches to 12 Inches in Diameter:** Non-directional; standard-wall resilient-seated in accordance with AWWA C509, parallel seat double disc in accordance with AWWA C500, or reduced-wall resilient-seated gate valves AWWA C515, operating pressure of 200 psi, pressure rating bronze mounting, push-on bell ends with rubber joint rings and nut-operated unless otherwise specified, resilient-seated provided by American Darling AFC-500, US Pipe Metroseal 200, or approved equal, Reduced-wall resilient seated valves by American Flow Control Series 2500, or approved equal; double disc provided by American Darling 52, Clow F-6102, or approved equal, and comply with following unless otherwise shown on the plans

      (1) **Design:** Fully encapsulated rubber wedge or rubber seat ring mechanically attached with minimum 304 stainless steel fasteners or screws, threaded connection isolated from water by compressed rubber around opening

      (2) **Body:** Cast or ductile iron, flange bonnet and stuffing box together with ASTM A307 Grade B bolts Cast the manufacturer's initials, pressure rating, and year manufactured into the valve body

(3) **Bronze:** Ensure that the valve components in the waterway contain at most 15% zinc and at most 2% aluminum

(4) **Stems:** ASTM B763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2 in of 12%; non-rising

(5) **"O-rings":** For AWWA C509, Sections 2 2 6 and 4 8 2 For AWWA C500, Section 3.12 2 For AWWA C515, Section 4 2 2 5

(6) **Stem Seals:** Consist of 3 "O-rings," 2 above and 1 below the thrust collar, with an anti-friction washer located above the thrust collar

(7) **Stem Nut:** Independent or integrally cast of ASTM B62 bronze

(8) **Resilient Wedge:** Molded; synthetic rubber, vulcanized and bonded to cast-iron or ductile-iron wedge tested to meet or exceed ASTM D429 Method B, or attached with 304 stainless steel screws, seat against epoxy-coated surface in the valve body

(9) **Bolts:** Furnish in accordance with AWWA C509 Section 2 2 5, AWWA C500 Section 3 4, or AWWA C515 Section 4 4.4 stainless steel, cadmium-plated, or zinc-coated

d. **Gate Valves 14 Inches and Larger in Diameter:** AWWA C500, parallel seat double disc, or AWWA C515, reduced-wall, resilient-seated gate valves, flanged ends and nut-operated unless otherwise specified Provide reduced-wall resilient-seated valves with 250 psig pressure rating and manufactured by American Flow Control Series 2500, or approved equal Provide double disc valves with 150 psig pressure rating and manufactured by American Darling 52, Clow F-6102, or approved equal Comply with following requirements unless otherwise shown on the plans.

(1) **Body:** Cast iron or ductile iron, flange together bonnet and stuffing box with ASTM A 307 Grade B bolts Cast the following into the valve body manufacturer's initials, pressure rating, and year manufactured When mounting horizontally, equip valves greater in diameter than 12 in with rollers, tracks, and scrapers

(2) **"O-rings":** For AWWA C500, Section 3 12 2. For AWWA C515, Section 4 2 2 5

(3) **Stems:** ASTM B 763 bronze, alloy number 995 minimum yield strength of 40,000 psi, minimum elongation in 2-in of 12%, non-rising

(4) **Stem Nuts:** Machined from ASTM B 62 bronze rod with integral forged thrust collar machined to size; non-rising

(5) **Stem Seals:** Consist of 3 "O-rings," 2 above and 1 below the thrust collar, with an anti-friction washer located above the thrust collar for operating torque

(6) **Bolts:** AWWA C500 Section 3 4 or AWWA C515 Section 4 4 4, stainless steel cadmium-plated, or zinc-coated

(7) **Gear Cases:** Cast iron, furnished on 18-in. and larger valves and of extended type with steel side plates, lubricated, gear case enclosed with oil seal or "O-rings" at shaft openings

(8) **Stuffing Boxes:** Located on the top of the bonnet and outside the gear case

Provide a bypass for double-disc gate valves 24 in and larger

e. **Gate Valves 14 Inches to 36 Inches in Diameter.** Provide AWWA C515, reduce-wall, resilient- seated gate valves with 250 psi pressure rating Furnish with spur or bevel gearings.

Use valve body, bonnet, wedge, and operator nut constructed of ductile-iron

Fully encapsulate the exterior of the ductile-iron wedge with rubber Ensure the wedge is symmetrical and seals equally well with flow in either direction

Bolts AWWA C515, Section 4 4 4, stainless steel, cadmium-plated or zinc-coated

Provide high-strength bronze stem and nut.

"O-rings" AWWA C515, Section 4 2 2 5, pressure "O-rings" as gaskets. Provide stem sealed by 3 "O-rings " The top 2 "O-rings" are to be replaceable with the valve fully open at the full rated working pressure Provide thrust washers for the thrust collar for easy valve operation.

Where installing at depths greater than 4 ft , provide gate valves with a non-rising, extension stem with a coupling able to attach securely to the operating nut of the valve. Terminate the upper end of the extension stem in a square wrench nut no deeper than 4 ft from the finished grade Support the extension stem with an arm attached to the wall of the manhole or structure that loosely holds the extension stem and allows rotation in the axial direction only

Provide gate valves in factory mutual type meter installations conforming to the provisions of this specification with outside screw and yoke valves, and carrying the label of Underwriters' Laboratories, Inc

Provide coatings in accordance with AWWA C550; Indurall 3300 or approved equal, that are non-toxic; do not impart taste to water; function as a physical, chemical, and electrical barrier between base the metal and surroundings, and are a minimum 12-mil thick fusion-bonded epoxy Before assembling the valve, apply the protective coating to the interior and exterior surfaces of the body

Provide flange joints when the valve is connected to steel pipe

Mount valves horizontally if the proper ground clearance cannot be achieved by a normal vertical installation For horizontally mounted gate valves, provide bevel operation gear that is mounted vertically, for above ground operation

2. **Tapping Valves.** Provide double disc or resilient wedge type tapping valves meeting the requirements of gate valves, as listed above, except for the type of joints, inlet flanges meeting AWWA C110, Class 125 or meeting AWWA C110, Class 150 or higher and with a minimum eight-hole flange Provide outlets with standard mechanical or push-on type joints that fit any standard tapping machine

   Provide a valve seat opening such that a full-size shell cutter for the nominal size tap may pass through the valve without any contact with the valve body

   Provide valve boxes conforming to the requirements of Section 2 J, "Valve Boxes," of this specification

3. **Tapping Sleeves.** Provide tapping sleeve bodies in accordance with AWWA C110 ductile-iron; or AWWA C111 carbon steel, in 2 sections to be bolted together with high-strength, corrosion-resistant, low-alloy, steel bolts, and with mechanical joint ends

   Provide flanged branch outlets of tapping sleeves, machined recess in accordance AWWA C207 Class D, ANSI 150 lb drilling Ensure the gasket is affixed around the recess of the tap opening to preclude rolling or binding during installation

   Provide tapping sleeves with a 3/4-in. NPT test opening for testing before tapping Provide a 3/4-in bronze plug for the opening.

   a. **Steel Sleeves.** Do not use steel sleeves for taps greater than 75% of the pipe diameter

      Use steel sleeves only on pipe diameters 6-in and larger No "size-on-size" sleeve will be permitted (i e , 6 in. x 6 in , etc) To accomplish size-on-size connections, the next smaller tap may be made and a LEB (large end bell) increaser used Where fire service from a 6-in main is approved, only a ductile-iron split sleeve is permitted

      Provide a body of heavy welded steel construction Groove the top half of the body to permanently retain a neoprene "O-ring" seal against the outside diameter of the pipe.

      Provide fusion-bonded steel sleeves, epoxy-coated to a minimum 12 mil thickness. Ensure the finished epoxy coat is free of laminations and blisters; does not peel, remains pliant and resistant to impact Ship steel sleeves in wooden crates that protect the epoxy coating during transport and storage

      Use bolts and nuts conforming to AWWA Standard C500, Section 3 5, and coated with a 100% vinyl resin (or made of corrosion resistant material)

      Steel Tapping Sleeves Use Smith Blair No. 622, Rockwell No 623, JCM No 412, or approved equal

4. **Air Release and Vacuum Relief Valves.**

   a. **Combination Air Valves.** Provide where combination air valves are designed to fulfill the functions of air release, permitting the air accumulated in the line at the high point of elevation to escape while the line is under pressure, and vacuum relief Valve exterior· Paint with shop-applied primer suitable for contact with potable water. Provide Apco Model 145C or 147C, Val-matic Series 200, or approved equal valves as shown on the plans.

   b. **Air Release Valves.** Provide with flanged inlet and outlet connections as specified on the plans For 2-in and 3-in single body valves, size the orifice for a 100 psi working pressure Fabricate the air relief valve of materials as follows· body and cover, ASTM A 48, Class 30 cast-iron, float and leverage mechanism, ASTM A 240 or A 276 stainless steel, orifice and seat, stainless steel against Buna-N or Viton mechanically retained with hex head nut and bolt Other valve internals. stainless steel or bronze

   c. **Air Release and Vacuum Valves.** Provide single-body standard combination or duplex-body custom combination valves as shown on the plans.

      (1) **For 2-Inch and 3-Inch, single-body valves,** provide inlet and outlet sizes as shown on the plans and an orifice sized for a 100 psi working pressure Valve materials Body, cover, and baffle, ASTM A48, Class 35, or ASTM A126, Grade B cast iron, plug or poppet, ASTM A276 stainless steel, float, ASTM A240 stainless steel; seat, Buna-N, other valve internals, stainless steel Paint valve exterior with an epoxy shop-applied primer Provide Apco Model 145C or 147C, Val-Matic Series 200, or approved equal.

      (2) **For 3-Inch and larger duplex-body valves,** as shown on the plans, provide an Apco Series 1700 with a No 200 air release valve, GA Industries Fig No AR/GH-21K/280, or approved equal Air and vacuum valve materials Body and cover, ASTM A48, Class 35, cast iron, float, ASTM A240 stainless steel, seat, Type-304, stainless steel and Buna-N, other valve internals, stainless steel or bronze. Air release valve Construct as specified in Section 2 H 4 b , "Air Release Valves "

5. **External Coating above Ground Valves.** Coat valves with a polyurethane coating conforming to the same requirements under Section 2.B 7 c (2)(b), "Polyurethane Coating."

I. **Butterfly Valves.** Provide butterfly valves and operators conforming to the requirements of AWWA Standard C504 Class 150B, except as modified or supplemented in this specification. Provide short-body valves with a flanged design for closing against a flow velocity of 16 ft per second at a normal working pressure of 150 psi and with a downstream pressure of 0 psi (Class 150B)

Provide direct-bury valves and valves in subsurface vaults that open clockwise Provide above-ground and plant valves that open counter-clockwise

Body Cast iron, ASTM 126, Class B

Discs for Butterfly Valves Either cast-iron or ductile-iron

Provide valves with Buna-N or neoprene seats mounted either on the disc or in the body Mechanically secure the seats, not relying solely on adhesive properties of epoxy or similar bonding agents to attach the seats to the body. Mechanically retain the seats on the disc by using stainless steel (18-8) retaining rings held in place by stainless steel (18-8) cap screws that pass through a rubber seat for added retention When the seat is on the disc, retain the seat in position by using shoulders located on both the disc and the stainless-steel retaining ring. Provide mating surfaces for seats of Type 304 or Type 316 stainless steel, secured to the disc by mechanical means Sprayed on or plated mating surfaces will not be allowed. Provide a cast-iron disc conforming to ASTM A126, Class B or ductile-iron conforming to AWWA C151 The seat must be replaceable in the field for valves greater than 30 in in diameter Valves with segmented retaining rings will not be accepted

Coat interior wetted ferrous surfaces of the valve, including the disc, with epoxy suitable for potable water conditions Furnish epoxy, perform surface preparation, and apply epoxy in accordance with AWWA C550 and the coating manufacturer's recommendations. Provide 3 coats of 2-component, high-build epoxy with a minimum dry thickness of 12 mils Use Indural 3300, or approved equal, epoxy coating Holiday test and measure the coatings for thickness.

Use Type 304 or Type 316 stainless steel for the valve shaft and keys, 24 in in diameter and greater, that require a minimum of 2 in., or taper pins used for attaching the valve shaft to the valve disc Do not use a torque plug to attach the valve shaft to the valve disc All portions of shaft bearings Stainless steel, bronze, nylon, or Teflon (supported by fiberglass mat or backing material with a proven record of preventing Teflon flow under load) in accordance with AWWA C504, stainless steel bearing material Design the valve shaft to withstand 3 times amount of torque necessary to the open the valve

Packing Field-adjustable, split-V type, and replaceable without removing the operator assembly

Retaining hardware for seats Type 304 or Type 316 stainless steel Nuts and screws used with clamps and discs for rubber seats Securely held with locktight, or other approved method, from loosening by vibration or cavitational effects

Seat the valve disc in a position 90 degrees to the pipe axis and ensure it rotates 90 degrees between the fully-opened and tightly-closed position Install valves with valve shafts horizontal and the convex side of the disc facing the anticipated direction of flow, except where shown otherwise on the plans

Use push-on or flanged (flanged valves coupled to Bell-Flange adapters may be used) joint types for installation with cast-iron or ductile-iron pipe. Use flanges conforming in dimensions and drilling to ANSI B16.1 for cast-iron body valves, Class 125. Use bolts conforming to AWWA Standard C500, Section 9, in valve installations, including bolts for operators, housing, etc Use flanged joints for steel or concrete steel cylinder pipes.

Provide properly sized gear type actuators for valves 8-in and larger Provide fully enclosed and traveling-nut type, rack and pinion type, or worm-gear type gear actuators. Equip direct-bury valves with a 2-in square nut operating clockwise to open the valve. Completely enclose the space between the actuator housing and the valve body Ensure that no moving parts are exposed to the soil or elements Provide oil-tight and water-tight actuators, factory packed with suitable grease Use operators conforming to the requirements of AWWA Standard C504 and equipped with adjustable limit stop devices

Design worm-gear and traveling-nut operators so a torque of 150 ft -lb or less will operate the valve at the most adverse condition for which the valve is designed Ensure the vertical axis of the operating nut does not move as the valve is opened or closed.

If type of valve is not indicated on the plans, use butterfly valves for line valve sizes 24 in and larger For valves 24 in and larger, provide valves manufacturer by Pratt, Dezurik, or approved equal Provide valves from an approved manufacture Provide valves and actuators from the same valve or actuator manufacturer Ensure the shaft connecting the actuator to the valve body is fully enclosed Provide a fully enclosed, watertight bonnet and extension

J. **Valve Boxes.** Provide Type "A," cast-iron or ductile-iron slide-type valve boxes as manufactured by Bass and Hays Foundry, Inc or approved equal Ensure the chemical composition of the Type "A" castings conforms to the requirements of AWWA Standard C110 Fabricate the base of each valve box from 6-in. cast-iron or ductile-iron pipe, conforming to the requirements of this specification except that the lining and coating will comply with this Section

Cast a letter "W" into the lid, 1/2 in in height and raised 3/32 in , for valves serving potable water lines

Coat boxes, bases, and lids by dipping them in hot bituminous varnish

K. **Fire Hydrants.**

1. **General.** Provide fire hydrants conforming to the requirements of AWWA C502, except as modified or supplemented in this specification, and that are on the Utility Owner's approved products list. Ensure they are of dry-barrel, tamper resistant, and collision-safety construction design. Provide hydrants from same manufacturer throughout the project

   Installation of used, salvaged, or reconditioned fire hydrants will not be permitted

2. **Hydrant Barrel.** Fabricate the lower hydrant barrel as a ductile-iron single piece, and connect it to the upper hydrant barrel by means of a joint coupling that will provide a 360 degree rotation of the upper barrel Clearly mark the finish grade on the barrel Provide the specified bury length, equal to the distance from the bottom of the inlet to the ground line

   Provide the hydrant barrel with a non-tapped, non-corrodible drain or drip valve, completely made of bronze or bronze-lined Ensure the drain valve operates, automatically and positively, to drain the barrel when the hydrant valve is in the

fully-closed position, and to completely close the drain opening so as to prevent leaking when the hydrant valve is in the open position

Equip each hydrant barrel with two 2-1/2 in nominal inside diameter hose nozzles and a single 4-in nominal inside diameter pumper nozzle conforming with National (American) Standard Fire Hose Coupling Screw Threads, bronze (minimum Grade D) (per NFPA No 194 and ANSI B26-1925)

Security fasten field-replaceable nozzles into the upper barrel by mechanical means, install by turning counterclockwise, seal with "O-rings," and mechanically lock in place with a security device Provide nozzles with nozzle caps and neoprene gasket seals Securely attach the caps to the hydrant barrel with chains of not less than 1/8-in diameter. Situate the pumper nozzle to allow an unobstructed radius of 10 in. from the threaded surface of the nozzle throughout the path of travel of a wrench or other device used to fasten a hose to the nozzle

Orient the hydrant so that the pumper nozzle faces the curb or street nearest the hydrant

Design the barrel joint connecting the upper and lower hydrant sections so that the hydrant shut-off valve will remain closed and reasonably tight against leakage in the event of an impact accident resulting in damage to or breaking of the hydrant above or near ground level Provide the joint with a breakable bolt flange or breakable coupling including an adequate number of bolts, above finish grade.

Fabricate the operating and hold down nuts of stainless steel, cast-iron, or ductile-iron with bronze inserts. Provide a security device with each hydrant employing a bronze operating nut to protect this feature of the hydrant from malicious mischief or unauthorized removal Ensure that such security devices do not require special tools for normal off/on operation of the hydrant For the operating nut, use a tapered pentagon 1-1/2 in point to face at the base, and 1-1/8 in point to face at the top of the nut, opening left (counter-clockwise) Fabricate hold down assemblies of metallic materials suitable for the intended service

Design the hydrant barrel to permit the use of one or more standard extensions, available from the hydrant manufacturer, in lengths from 6-in to 60-in in 6-in increments

3. **Shut-off Valve and Inlet Shoe.** Provide hydrants with circular, compression-type shut-off valves which close with the water pressure, with center stem construction and which remain closed and tight against leakage upon impact. Ensure each shut-off valve is circular and not less than 5-1/4 in. in diameter. Seal the bottom end of the stem threads from contact with water by using a cap nut. Provide a bronze valve seat ring, threaded into a bronze drain ring to provide an all-bronze drainway. Ensure the seat ring and main valve assembly is removable from above ground through the upper barrel by using a light-weight seat removal wrench

Construct the valve seat facing of molded rubber with a Durometer rating of 90 ± 5, a minimum thickness of 1/2 in , and that is resistant to microbiological attack

Unless otherwise shown on the plans, provide a hydrant inlet shoe that is an elbow with the AWWA standard bell designed for a nominal 6-in. mechanical joint hub end, or push-on assembly as specified Provide a hydrant shoe of cast-iron or ductile-iron pipe that is flanged, swivel or slip joint with harnessing lugs for restrained joints Coat the interior of the shoe with a minimum of 12 mils of fusion-bonded epoxy conforming to NSF Standard 61 For underground flanging, incorporate a minimum of 6 full 3/4-in diameter electro-galvanized or cadmium-coated steel bolts or four 5/8-in diameter stainless or cadmium-coated steel bolts

4. **Valve Stem.** Where threads are located in the barrel or waterway, use Everdure operating stems, or other high-quality, non-correctible metal Use bronze-to-bronze working parts in the waterway, genuine wrought-iron or steel where threads are not located in the barrel or waterway, bronze bushed at the penetration of the stuffing box, seal the threads against contact with water regardless of the (open or closed) position of the main valve Provide the valve stem with a breakable stem coupling opposite the barrel breakaway feature Construct connecting pins and locking devices of bronze or other corrosion-resistant material. Provide the valve stem with a bronze sleeve, "O-ring" seals, and travel stop Ensure the operating threads, working parts, and bearing surfaces are fully lubricated during normal operation of the fire hydrant Ensure the lubricant is contained in a lubricating reservoir that is sealed at the top and bottom. Equip the operating assembly with a thrust bearing or lubricated thrust collar to minimize operating torque Provide a lubricant meeting the requirements of FDA 21 CFR 178 3570 and manufactured with FDA-approved oxidation inhibitors

   Provide a valve stem that operates counterclockwise (turning to the left) to open

5. **Gaskets and Seals.** Provide dynamic seals of "O-ring" type, oil-resistant material, which do not require adjustment for a watertight seal Provide moving parts in contact with the seal made of bronze or other corrosion-resistant material

   Provide static seals of Buna "N" or other approved synthetic composition

6. **Painting.** Shop coat the fire hydrant's exterior with 1 coat of rust prohibitive primer Ensure the top half of the hydrant from the traffic flange up, receives 1 coat of blue enamel before delivery to the jobsite as outlined by the following.

   a. **Exterior Above the Traffic Flange (Including Bolts and Nuts).** Prepare the surface in accordance with SSPC-SP10(NACE 2), near-white blast-cleaned surface.

      Coat with a 3-coat alkyd/silicone/alkyd system with a total dry film thickness (DFT) of 6-9 mils as follows·

      - Prime Coat - Oil Modified Alkyd Primer, Acro Products No 1104, Heavy Duty Tank & Steel Primer, or approved equal, in general accordance with SSPC Paint Specification No. 25 Apply with a total dry film thickness (DFT) of 2-3 mils
      - Intermediate Coat - Heavy Duty Industrial Alkyd Enamel, Acro Products No 2214, or approved equal, in general accodance with SSPC Paint

Specification No 104, and Federal Standard TT-E-489 Apply with a total dry film thickness (DFT) of 2-3 mils

- Finish Coat - Silicone Alkyd Resin Enamel, Acro Products No 2215, or approved equal, in general accordance with SSPC Paint Specification No. 21 Total dry film thickness (DFT) of 2-3 mils. Except do not finish shop coat the hydrant bonnet, only intermediate coat it. Field apply and color code the finish coating when installed
- Colors – For primer, use the manufacturer's standard color For the finish coat of the hydrant body, use blue (Acro 555 crystal blue or equivalent) Finish coat the hose connection caps white, and paint a white band of finish coat 2 in in width on the hydrant body approximately 6 in. above and parallel to the traffic flange For intermediate coat, use a contrasting color to the blue finish coat, such as white

b. **Exterior Below the Traffic Flange.** Prepare the surface in accordance with SSPC-SP10 (NACE 2), near-white blast-cleaned surface

Coat with a 3-coat system as follows

Primer and intermediate coat - coal tar epoxy, Acro Products No 4467, or approved equal, in general accordance with SSPC Paint Specification No 16 Apply 2 coats with a dry film thickness (DFT) of 8-10 mils each, for a total dry film thickness (DFT) of 16-20 mils

Finish coat - water based vinyl acrylic mastic, Acro Products No. 7782, or approved equal Apply 1 coat with a dry film thickness (DFT) of 6-8 mils For the color of the finish coat, use the same as for the finish coat for the exterior above the traffic flange i e , blue (Acro 555 crystal blue or equivalent).

c. **Interior Surfaces Above and Below the Main Valve.** Provide material used for internal coating of hydrant interior ferrous surfaces below the main valve that is NSF61 listed as suitable for contact with potable water, as required by Chapter 290, "Rules and Regulation for Public Water Systems," Texas Commission on Environmental Quality (TCEQ)

Prepare the surface in accordance with SSPC-SP10 (NACE 2), near-white blast-cleaned surface

Provide a liquid or powder epoxy system coating in accordance with AWWA Standard C-550 Apply the coating in 2 or 3 coats, according to the manufacturer's recommendations, for a total dry film thickness of 12-18 mils

d. **General.** Apply coatings in strict conformance with the manufacturer's recommendation. No requirement of this specification cancels or supersedes the written directions and recommendations of the specific coating manufacturer so as to jeopardize the integrity of the applied system

Ensure the hydrant supplier furnishes an affidavit of compliance that the materials and work furnished comply with the requirements of this specification and applicable standards referenced in this Item

After installing the hydrants and before the main is accepted, paint the bonnet portion of each fire hydrant as shown in Table 4

Table 4

Size of Supply Line (in)	Color of Bonnet
6	Yellow
8	White
10-20	Green
24-and larger	Orange

Ensure the color shades and paint quantities are approved and comply with the current specifications

7. **Performance Standards.** Provide hydrants capable of a free discharge of 1,500 gallons per minute (gpm) or greater, from a single pumper nozzle at a hydrant inlet static pressure not exceeding 20 psig as measured at or corrected to the hydrant inlet at its centerline elevation

Provide hydrants capable of a discharge of 1,500 gpm or greater from a single pumper nozzle at a maximum permissible head loss of 8 0 psig (when corrected for inlet and outlet velocity head) for an inlet operating pressure not exceeding 37 psig as measured at or corrected to the hydrant inlet at its centerline elevation

Hydraulic Performance Testing AWWA C502, ensure the certified pressure loss and quantity of flow test is conducted by a qualified testing laboratory on a production model (5-ft bury length) of the hydrant (same catalog number) proposed for certification Submit a certified test report containing following information

a. Date of test, less than 5 years prior, on a fire hydrant with similar hydraulic characteristics

b. Name, catalog number, place of manufacture, and date of production of hydrants tested

c. Schematic drawing of testing apparatus, containing dimensions of piping elements including

(1) Diameter and length of inlet piping

(2) Distance from flow measuring points to pressure measurement point

(3) Distance from flow and pressure monitoring points to hydrant inlet

(4) Distance from pressure monitoring point to nozzles

(5) Diameter and length of discharge tubing

d. Elevation of points of measurement, inlet, and outlet

e. Reports or certificates documenting the accuracy of the measuring devices used in testing

Conduct the tests on at least 3 hydrants of the same fabrication design Inlet water temperature· 70°F ± 5°F.

For traffic impact testing, submit a certified test report outlining the results of the traffic impact test involving standard production models of the fire hydrant with breakable barrels of the same design as that proposed for certification Install these hydrants per AWWA C600, strike at a point 18 in ± 2 in. above the designated ground line Conduct tests using the point of impact on hydrant barrel within 2 in of a line perpendicular to base and equidistant from the pumper nozzle and one hose nozzle Conduct successive tests simulating impacts by standard American-made vehicles with gross weights of 3,500 lb , 5,500 lb , and 10,500 lb

f. Document the tests to provide the following minimum information

(1) Detailed schematic drawings of the test facility.

(2) Complete description of the mechanical impact testing equipment used

(3) Complete list of the hydrant parts and materials damaged in each impact test.

(4) Photographs

(5) Size and static pressure of the line to which the hydrant is attached

(6) Estimated of amount of water discharged, if any, from the hydrant within 30 minutes immediately following the collision

8. **Hydrant Leads.** Provide hydrant branch leads conforming to the same requirements under Sections 2 B , "Steel Pipe Fittings," 2.C , "Ductile-Iron Pipe Fittings;" or 2 D , "Polyvinyl Pipe Fittings" of this specification

L. Polyethylene Film Wrap.

1. **General.** Except where noted on the plans, use polyethylene film as a wrap to protect cast-iron pipe, ductile-iron pipe, and fittings. Provide polyethylene film conforming to the requirements outlined in this specification and use only in open-cut construction

2. **Film.** Provide polyethylene film in accordance with ASTM 1248 and AWWA C105, Type 1, Class C, Category 5, Grade J-3, 2 5 to 3% carbon black content. Unless otherwise shown on the plans, provide film 8 mils thick with a minimum tensile strength of 1,200 to 2,500 psi, elongation up to 600% and either in tubular or sheet form. Furnish film supplied in tubular form in the minimum widths shown in Table 5.

Table 5
Minimum Width of Film Tube (when laying flat)

4	14
6	17
8	21
10	25
12	29
14	33
16	37
18	41
20	45
24	53

For film in sheet form, furnish in widths equal to twice that shown for tube widths

3. **Polyethylene Tape.** For taping film edges and overlays, use 3-in. wide plastic-backed adhesive tape. Use Polyken No 900, Scotch Wrap No 50, or approved equal

M. **Bedding Material.** Unless otherwise shown on the plans, provide one of the following types of bedding for water mains

1. **Bank Run Sand.** Furnish bank run sand bedding as called for in these specifications and consisting of soil classified as SP, SW, or SM by the Unified Soil Classification System (USCS) Provide sand with a plasticity index, when tested, of less than 7% and a liquid limit of 25 or less Ensure the bank run sand gradation has a maximum of 15% passing the No 200 sieve when tested, and is free of roots, organic material, trash, clay lumps, or other deleterious or objectionable material

2. **Concrete Sand.** Furnish concrete sand bedding conforming to the specifications for Fine Aggregates specified in ASTM Standard C-33 Provide Fine Aggregates consisting of natural sand, manufactured sand, or a combination of the two, within the gradation limits shown in Table 6

Table 6

Sieve Size	Percent Passing
3/8 in	100
No 4	95-100
No 8	80-100
No 16	50-85
No 30	25-60
No 50	10-30
No 100	2-10

Ensure the aggregates do not contain any roots, organic material, trash, clay lumps, or other deleterious or other objectionable materials, in excess of the limits prescribed in the C-33 Standard

3. **Pea Gravel.** Furnish pea gravel bedding conforming to the specifications for Coarse Aggregates specified for No. 8 size in ASTM Standard C-33 Provide

Coarse Aggregates consisting of gravel composed of small, smooth, rounded, stones or pebbles, within the gradation limits shown in Table 7

Table 7

Sieve Size	Percent Passing
1/2 in	100
3/8 in	85-100
No 4	10-30
No 8	0-10
No 16	0-5

Ensure the aggregates do not contain any roots, organic material, trash, clay lumps or other deleterious or other objectionable materials, in excess of the limits prescribed in the C-33 Standard

4. **Gem Sand.** Furnish gem sand generally conforming to specifications for Coarse Aggregates specified for No 8 size in ASTM Standard C-33 Specifically, provide aggregates within the gradation limits shown in Table 8

Table 8

Sieve Size	Percent Passing
3/8 in	95-100
1/4 in	60-80
No 4	15-40
No. 10	0-5

Ensure the aggregates do not contain any roots, organic material, trash, clay lumps, or other deleterious or other objectionable materials, in excess of the limits prescribed in the C-33 Standard

N. **Backfill Material.** For sand backfill encasement of water mains, use one of the following materials, unless otherwise shown on the plans:

1. **Cement Stabilized Sand.** Furnish cement stabilized backfill containing a minimum of 5% cement per cubic yard of material placed, based on the dry weight of the aggregate in accordance with Tex-120-E. Provide materials consisting of aggregate, cement, and water Use cement and water conforming to the material requirements of Item 421, "Hydraulic Cement Concrete " Provide sand aggregate, free from deleterious matter, with a plasticity index not greater than 6 when tested by Tex-106-E

2. **Earth or Native Soil.** Furnish earth or native soil backfill consisting of soil containing no deleterious material such as trash, wood fragments, organic, or other objectionable material Supply the material from either the material removed from the excavation or from offsite sources. The material may consist of soil classified by the Unified Soil Classification System (USCS) as ML, CH, CL, CL-ML, SC, SP, SM, SW, or GC Use earth backfill that meets the compaction requirements specified in this Item and does not cause any settlement.

3. **Bank Run Sand.** Furnish bank run sand backfill as called for in these specifications and conforming to the same requirements as those under Section 2.M 1 , "Bank Run Sand "

O. **Concrete.** Use Class "A" concrete conforming to the requirements of Item 421, "Hydraulic Cement Concrete," unless otherwise shown on the plans

Leave the forms in place unless directed to remove certain sections of the forms

P. **Water Meters, Meter Vaults, and Meter Boxes.**

1. **Water Meters.** Provide meters of the type and size indicated on the plans

   a. **Provide Bolted Split Casings.** Main casings of meters and external fasteners Copper alloy with minimum 75% copper for 5/8 in to 2 in , bronze or cast-iron, hot-dipped galvanized or epoxy coating for coating for 3 in and larger

   b. **Straightening Vanes.** Use non-corrosive material compatible with the case material

   c. **Intermediate Gear Train.** Do not allow the intermediate gear train to come in contact with water, operate in suitable lubricant

   Register Automatic Meter Reading (AMR) type that provides pulse, contact closure, piezo switch, or encoder-generated output signal, compatible with Utility Owner's radio and telephone AMR systems Provide a minimum 12 ft of wire when permanently connected to the register Lens impact resistant Register box tamper resistant by means of a tamper screw or plug. Register permanently sealed, straight-reading, center-sweep test hand, magnetic driven, reading in U S gallons. Digits 6, black in color with the lowest registering three digits (below 1,000-gallon registration) in contrasting digit and background colors Register capacity of meters 9 99 million gallons for 5/8-in to 2-in. and 999 999 million gallons for 3-in and larger

   Connections 5/8 in to 1 in threads at each end; 1-1/2 in to 2 in · two-bolt oval flanges each end, 3 in and larger flange at each end

   Stamp the manufacturer's meter serial number on the outer case Stamp the manufacturer's meter serial number on the outside of the register lid, when provided Ensure the manufacturer's serial numbers are individual and not duplicated

   Meters· Equip with AMR type register to connect to the Utility Owner's AMR system Compound Meter manufactured by Badger, Hersey Products, Neptune, Sensus, or approved equal. Turbine Meters manufactured by Badger, Hersey Products, Neptune, Sensus, or approved equal Fire Service Meters manufactured by Hersey Products, Neptune, Sensus, or approved equal Displacement Meters· manufactured by Badger, Neptune, Hershey, Kent, Sensus, or approved equal

   d. **Manufacturing Quality Control.** Permit successful interchangeability from one meter to another of same size, registers, measuring chambers and units, discs or pistons as units, change gears, bolts, nuts, and washers, without affecting the accuracy of the new meters.

e. **Commercial Meter Valves for Meter Installations.** Provide commercial meter valves identical to line valves except provide them with Class 125 flanges and equip them with handwheels operating counterclockwise to open

For pipe and fittings inside the meter box or meter vault, use ductile-iron conforming to Section 2 C , "Ductile-Iron Pipe and Fittings" of this Item and as specified on the plans

2. **Meter Vaults.**

a. **General.** Furnish meter vaults in either of the following designs· precast concrete vault, cast-in-place concrete vault, or solid masonry, unless a specific type of construction is required on plans Ensure dimensions and reinforcement comply with the Utility Owner's standard meter vault drawings for the type and size shown on the plans. Use Class "S" concrete conforming to the requirements of Item 421, "Hydraulic Cement Concrete."

b. **Precast Concrete Vaults.** Construct precast concrete vaults as shown on the plans. Use reinforcing steel conforming to the requirements of Item 440, "Reinforcing Steel "

Install precast vaults in conformance with the manufacturer recommendations Set level and on a minimum 3-in -thick bed of sand conforming to the requirements of Section 2 N , "Backfill Material," of this specification Seal lifting holes with cement mortar or non-shrink grout

c. **Meter Vault Floor Slab.** Slope the floor 1/4 in per foot toward the sump Make the sump 12 in in diameter, or 12 in square, and 4 in deep, unless other dimensions are shown on the plans. Install dowels at a maximum of 18 in , center-to-center, or install a mortar trench for keying the walls to the floor slab

d. **Cast-In-Place Concrete Vaults.** Construct cast-in-place concrete vaults as shown on the plans Use reinforcing steel conforming to the requirements of Item 440, "Reinforcing Steel " Key the walls to the floor slab

e. **Frame and Cover.** Use A-36 welded steel, or approved equal Fabricate the cover plate with a 1/4 in. skid-resistant raised pattern floor plate Fabricate the meter access door from the same material as the cover plate Perform welding in accordance with the provisions of Item 441, "Steel Structures " Nondestructive testing will not be required

Furnish castings for frames, grates, rings, and covers conforming to ASTM A48 Class 30 Provide locking covers if indicated on the plans Use castings capable of withstanding the application of an AASHTO HS-20 loading, unless otherwise specified

Provide covers and frames conforming to the shape dimensions, and with the wording or logos shown on the plans The standard diameter dimension for manhole covers is 32 in. Furnish frames, grates, rings, and covers conforming to Item 471, "Frames, Grates, Rings, and Covers" except as noted above and except for measurement and payment.

3. **Meter Boxes.**

a. **General.** Furnish meter boxes for 5/8-in through 1-in meters of the following materials

(1) Non-traffic bearing locations cast-iron, concrete, or plastic as specified on the plans

(2) Traffic bearing locations cast-iron

Meter boxes for 1-1/2 in and 2-in. meters cast-iron Provide meter box lids with a key-operated, spring type, locking device and a reading lid Ensure the lids contain enough metals so that the meter box is easily located with a metal detector If words are specified on the plans, cast them into lid with letters of 1/2-in height and raised by 3/32-in Ensure the size reads 5/8-in to 1-in or 1-1/2 in. to 2-in

Furnish meter boxes conforming to the following approximate dimensions

- Length. At the top, 15-1/2 in ; at the bottom, 20 in
- Width At the top, 12-1/2 in , at the bottom, 14-3/4 in
- Height 12 in.

Ensure that meter box extensions 3 in and 6 in. in height are available from the manufacturer.

b. **Cast-Iron Meter Boxes.** Furnish cast-iron boxes that are clean and free from sand blow-holes or other defects, and conforming to the requirements of ASTM A48 Machine the bearing surfaces so that the covers seat evenly in the frames. Provide boxes and lids with a dipped, coal-tar-pitch, varnish finish Provide lock-type meter boxes when shown on the plans. Ensure the lock mechanisms work with ease

c. **Concrete Meter Boxes.** Furnish concrete meter boxes made of Class "A" concrete conforming to requirements of Item 421, "Hydraulic Cement Concrete." Construct boxes as shown on the plans Furnish castings that are free from fractures, large or deep cracks, blisters or surface roughness, or any other defects that may affect serviceability

d. **Plastic Meter Boxes.** Furnish plastic meter boxes made of high-density polyethylene conforming to the ASTM Specifications shown in Table 9

Table 9

ASTM Test	Requirement
D256	Impact Strength = 1 9 ft -lb /in (Izod, Notched)
D256	Impact Strength = 6 4 ft -lb /in (Izod, Un-Notched)
D638	Tensile Strength (2 0 Min) = 3,400 psi
D648	Deflection Temperature = 170°F
D790	Flexural Modulus = 90,000 psi
D676	Shore D Hardness, 55-65 Impact
	Strength, Falling Dart Method, 100 in -lb

Provide meter boxes meeting the following test requirements

(1) **Static Load:** Not less than 2,500 lb using a 6-in disc with direct compression exerted at the center of the top of the meter box with a solid plastic lid

(2) **Deflection:** Not less than 1,000 lb load required to deflect the top edge of the meter box 1/8 in

Provide a meter box body, without lid, weighing approximately 7 lb

Q. **Affidavit of Compliance.** Unless otherwise directed, furnish a manufacturer's affidavit of compliance for each of the materials used in this project Ensure the affidavit certifies that factory inspection and specified tests were performed and that the material furnished complies with the requirements outlined in this specification

R. **Pressure Reducing Station.** Unless otherwise shown on the plans, furnish new and unused station piping, valves, and fittings, of the same type as specified on the plans

Use Class "S" concrete conforming to Item 421, "Hydraulic Cement Concrete "

Provide reinforcing steel conforming to Item 440, "Reinforcing Steel."

Provide a pressure reducing valve (PRV) with a strainer, in the location and arrangement shown on the plans. Provide a valve body made of ductile iron with Class 150 ANSI B16 1 flanges Provide a valve cover made of ASTM A 48 cast iron Use Buna-N rubber parts No leather parts are allowed Provide a resilient seat with a rectangular cross-section

Valve internals. Provide a single moving disc and diaphragm assembly Use a flexible nylon fabric-reinforced elastomer diaphragm integral with assembly Provide valve internal trim (seat ring, disc guide, and cover bearing) made of stainless steel Apply a heat fusion bonded epoxy coating to the internal and external surfaces of the valve body including the disc retainer and diaphragm washer. Holiday test the coating applied to the valve body to confirm a minimum even coating of 5-7 mils Treat the stem with a penetrative salt nitride process Use a Xylan-coated seat Leather parts are not allowed Prepare threaded connections by first using an approved pipe tape

Furnish control tubing containing shutoff cocks with a "Y" strainer Equip the valve to allow installing control tubing on either side of the valve Equip the valve with a valve position indicator.

Ensure the valve and valve box are initially set in the field by an authorized manufacturer's representative. Set the downstream pressure at 60 psi unless otherwise specified Ensure the PRV includes an adjustable and pressure sustaining pilot system Use a diaphragm type or piston type valve for the main valve

Provide Cla-Val Model 90-01BDSYKCKD, Watts ACV Model 115-3M, or approved equal

Provide a basket strainer upstream of the pressure reducing valve as shown on the plans Furnish a quick-opening type strainer body, of fabricated steel construction with ANSI Class 150 flanges. Use Type 304 stainless steel for the basket

Provide a Hayward Model 90, or equal, for PRV's 4 in. to 24 in. When there are space constraints, provide a Hayward Model 510, or equal, for PRV's 14 in or greater.

3. Construction Methods.

A. Excavation.

1. **Trenches.** Construct water lines in open cut trenches with vertical sides except in those locations where the pipe is tunneled, cased, or augered Construct the trenches to the dimensions shown in the excavation and backfill details

   Sheath and brace the trenches to the extent necessary to maintain the sides of the trench in a vertical position throughout the construction period Protect excavation greater than 5 ft. in depth as specified by Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

   Open and excavate the trenches to the finished grade To allow for possible adjustment of the alignment and grade, locate the water mains to which the mains under construction are to be connected, well in advance of making connections

   Construct water mains in dry trenches. If necessary, employ well pointing or additional sheathing to accomplish this objective, at no additional cost to the Department

   For pipes less than 18 in in diameter, the minimum trench width below the top of the pipe is the outside diameter of the pipe, plus 18 in For pipes 18 in and larger, the minimum trench width below the top of pipe is the outside diameter of pipe plus 24 in Additional width will be required for unstable conditions The Engineer will determine unstable conditions

   Where it is necessary to excavate trenches adjacent to improved property, take precautions to avoid damaging or impairing that property Where it is necessary to disturb grass, shrubs, driveways, etc , restore such improvements to their original condition

   Use enough trench width or benches above the embedment zone when installing well point headers or manifolds and pumps, where the trench depth makes it uneconomical or impractical to pump from the surface elevation. Provide enough space between the shoring cross braces to permit equipment operations and handling the forms, pipe, embedment and backfill, and other materials.

   Before moving the supports, place and compact the embedment to enough depth to provide protection of the pipe and stability of the trench walls As the supports are moved, finish placing and compacted the embedment

Immediately before placing the embedment materials, ensure the bottoms and sidewalls of trenches are free of loose, sloughing, caving, or otherwise unsuitable soil

Place and compact the embedment materials directly against the undisturbed soils in the trench sidewalls or against sheeting which will remain in place

Do not place trench shields or shoring within the height of the embedment zone unless using some means to maintain the density of the compacted embedment material If using moveable supports in embedment zone, lift the supports incrementally to allow placing and compacting of the material against undisturbed soil

Place haunching material around the pipe and compact it to provide uniform bearing and side support

Place trench dams in Class I embedments near the midpoint of line segments longer than 100 ft between manholes.

Where damage to the completed pipe installation work is likely to result from withdrawal of the sheeting, leave the sheeting in place

2. **Existing Streets.** Unless otherwise shown on the plans, open cut existing streets

Where water line construction requires cutting through existing streets outside the limits of new street construction, replace those streets in kind in conformance with the appropriate specifications in the proposal or as directed When cutting pavement outside the Department's right of way, comply with the Utility Owner Street Cutting Ordinance

Where, in the opinion of the Engineer, it is necessary to maintain traffic across a trench, construct temporary bridges as necessary to facilitate the movement of traffic

At locations where the proposed water main parallels the edge of an existing permanent pavement (i.e , concrete pavement, concrete base with asphalt surface, etc), and is 3 ft or less from the edge of that pavement, protect the trench with timber sheathing and bracing. Leave the bracing in place at intervals of 5 ft maximum

Keep the street surface adjacent to the trench free of surplus spoil Place construction materials at locations that minimize interference with the traveling public.

Do not close more than 2 street intersections at any one time unless authorized in writing

B. Jacking, Tunneling, Boring, or Augering.

1. **General.** Perform jacking, tunneling, or augering for water mains at the locations shown on the plans and at other locations specifically designated by the Engineer

Unless otherwise shown on the plans, use casing pipe conforming to the requirements of Section 2 B 2 , "Steel Casing Pipe," of this specification

Excavate auger pits to a finished grade at least 6 in lower than that indicated by the construction stakes or as approved, to ensure that a dry pit bottom is encountered

Provide a minimum width of jacking, tunneling, or augering pits such that there is at least 6 in of space between the pipe and the walls of the auger pit The maximum allowable width of the pit is 5 ft , unless otherwise approved Ensure the width of the pit at the surface is not less than at the bottom The maximum allowable length of the pit is 5 ft longer than 1 full joint of pipe of the type being used and does not exceed 25 ft , unless approved.

Grout in place tunnels for water lines with 36 in. diameters. When casing size is 48 in in diameter or greater, or when using a tunnel liner plate, regardless of the water line diameter, grout in place unless otherwise directed Provide an annular grout consisting of a sand-cement mortar mix with a 28-day compressive strength of at least 1,500 psi, when tested in accordance with ASTM C 942 The maximum allowable density is 130 pcf. Use admixtures meeting ASTM C 494 and ASTM C 1017 as required, to improve pumpability, control the time of set, hold sand in suspension, and reduce segregation and bleeding. Fill the annular space in 3 lifts to prevent pipe floating In addition, place appropriate blocking between the carrier pipe and the top of the liner to maintain position. Place a concrete invert to facilitate threading the carrier pipe

Do not allow inadvertent metallic contact between the casing and the carrier pipe Place spacers to ensure that the carrier pipe is adequately supported throughout its length, particularly at ends, to offset setting and possible electrical shorting, unless otherwise approved by Engineer Ensure the end spacer is within 6 in of the end of the casing pipe, regardless of the size of the casing and carrier pipe or the type of spacer used Casing spacers are designed to withstand much greater loads than can be safely applied to most coatings. Therefore, the spacing between spacers depends largely on the load bearing capabilities of the pipe coating and the flexibility of the pipe.

Install casing spacers in conformance with the manufacturer's instructions Use special care to ensure that subcomponents are correctly assembled, evenly tightened, and that no damage occurs while tightening the insulators or inserting the carrier pipe

Seal the annulus between the carrier pipe and casing with casing end seals at each end of the casing

Insulator Spacing

- Provide spacing as shown on the plans with a maximum distance between spacers of 10 ft for pipe sizes 4 in to 14 in and 8 ft. for pipe sizes 16 in to 30 in

- For ductile-iron pipe, flanged pipe, or bell-and-spigot pipe, install spacers within 1 ft on each side of the bell or flange, and one in the center of the joint when 18-ft to 20-ft long joints are used
- If the casing or carrier pipe is angled or bent, reduce the spacing Provide the casing with a smooth, continuous interior surface

Perform bedding and backfilling of jacking, tunneling, boring, or augering pits in conformance with the details on the plans and these specifications

2. **Jacking Steel Casing.** Perform jacking of steel casing in accordance with the requirements of Item 476, "Jacking, Boring, or Tunneling Pipe or Box "

3. **Tunneling.** Perform tunneling in accordance with the tunneling requirements of Item 476, "Jacking, Boring or Tunneling Pipe or Box "

4. **Boring or Augering.** Perform boring or augering in accordance with the requirements of Item 476, "Jacking, Boring or Tunneling Pipe or Box "

   Do not exceed 100 ft. for the length of the auger hole without a receiving pit

   Do not exceed 75 ft for the length of the auger hole for PVC pipe 12 in and less in diameter without a receiving pit.

   Do not exceed 40 ft. for the length of the auger hole for PVC pipe 16 in and greater in diameter without a receiving pit

   At locations where water pipes cross underneath driveways (of 16 ft or less in width) or sidewalks, install the pipe in tight fitting augered holes

   At locations where the centerline of the proposed water main is 10 ft or less from the centerline of an 8 in diameter or larger growing tree, place the pipe in a tight fitting augered hole Extend the bored hole at least 4 ft beyond each side of the tree

   Block the void space around the pipe in the augered hole with approximately 12 in of packed clay or similar approved material, so that the bedding or backfill does not escape into the void around the pipe in the auger hole, when compacted

   Around the pipe, a use the minimum volume of the clay or similar acceptable material as shown in Table 1

Table 10

Pipe Diameter (in.)	Minimum Quantity (cu. ft.)
4 through 8	0 5
12 through 16	0 75

5. **Bedding for Trenches and for Jacking, Tunneling, Boring, or Augering Pits.**

   a. **Pipe Bedding for Water Mains Less Than 24 Inches in Diameter.**

      (1) **Open Cut Trench Installation.** Construct trenches with a minimum of 6-in bedding. Remove the soil in the bottom of the trench, excavate to a

minimum depth of 6 in below the bottom of the pipe, and replace the soil with bedding material Remove saturated material from the bottom of the pit before placing the bedding Place the pipe in the bedding such that there is a 6-in bedding below and up to the spring line of the pipe Compact the bedding material to within 95% of the standard density within 5% of the optimum moisture as determined by Tex-113-E. Mechanically compact the bedding material by using vibratory equipment or any other acceptable equipment

(2) **Jacking, Tunneling, Boring or Augering Pits.** Construct pits with a minimum of 6-in bedding Remove the soil in the pit, excavate to a minimum depth of 6 in below the bottom of the pipe and replace the soil with bedding material

If the bottom of the excavation becomes wet due to the presence of groundwater and a dewatering system is not required, and if directed, over excavate an additional 6-in. to a depth of 1 ft below the bottom of the pipe Place a non-woven geotextile fabric and then compact 12 in of bank run sand or concrete sand in a single lift on top of the fabric Compact the upper 6 in. to 90% of the standard maximum density as determined by Tex-113-E The Engineer may require the Contractor to remove unstable or unsuitable material, even though the Contractor has not determined the material to be unsuitable

Mechanically compact the bedding material by using vibratory equipment or any other acceptable equipment Compact the bedding material to 95% of the standard density within 5% of the optimum moisture, as determined by Tex-113-E

(3) **Bedding Materials.** The following are the acceptable materials for bedding as described in Section 2 M , "Bedding Material," of this specification

- Pea Gravel
- Bank Sand

Bank run sand may be used as bedding material around the pipe only if, in the opinion of the Engineer, the trench bottom and sides are dry. If sand is used, place the pipe in the bedding so that there is at least a 6-in bedding around and on top of the pipe Compact the sand as described in Section 3 B 5 a (1), "Open Cut Installation" above

b. Pipe Bedding for Water Mains, 24 Inches or Greater in Diameter.

Open Cut Provide pipe bedding as described in Section 3 B 5 a above, with the following exceptions: Use bank run sand for the bedding material as described in Section 2.M., "Bedding Material," of this specification

Compact cement stabilized sand used as backfill or as pipe bedding as specified on the plans, in 6-in. lifts to 95% of the standard maximum density as determined by Tex-113-E, at the optimum moisture content

C. **Handling Pipe and Accessories.** During pipe construction operations, use caution to prevent injury to the pipe, protective linings, and coatings in conformance with the manufacturer's recommendations Do not place debris, tools, or other materials in the pipe

Repair any damage to the pipe or the protective lining and coating from any cause during the installation of the pipeline and before final acceptance by the purchaser Perform this work as directed, in conformance with the applicable standards, and at no cost to the Department

Unload pipe, fittings, valves, and accessories at the point of delivery and haul them to the project site Distribute the material opposite or near the place where it will be laid in the trench such that storm water or runoff will not enter or pass through the pipe Do not drop the materials Do not allow pipe handled on skidways to be skidded or rolled against pipe already on the ground

Load, transport, unload, and otherwise handle pipe and fittings in a manner and by methods which prevent damage of any kind Handle and transport pipe with equipment designed, constructed, and arranged to prevent damage to the pipe, lining, and coating Do not allow bare chains, hooks, metal bars, or narrow skids or cradles to come in contact with the coatings Provide pipe fittings with enough interior strutting or cross-bracing to prevent deflection under their own weight

Hoist the pipe and fittings from the trench side into the trench by means of a sling of smooth steel cable, canvas, leather, nylon, or similar material Do not lift pipe by using hooks at each end of the pipe When stacking pipe, ensure it is packaged on timbers Place protective pads place under the banding straps at the time of packaging

When using fork trucks to relocate pipe, pad the forks using carpet or some other suitable type of material When relocating pipe using a crane or backhoe, use nylon straps or smooth steel cable, do not use chains, around the pipe for lift

D. **Cutting Pipe.** Cut pipe 12 in in diameter and smaller in conformance with the manufacturer recommendations Cut pipe larger than 12 in in an approved manner. Perform each cut at right angles to the axis of the pipe and file or grind to remove sharp edges Use a cutting machine unless otherwise approved by Engineer Do not damage pipe or linings and coatings, while cutting

E. **Defective or Damaged Material.** Inspect pipe and accessories for defects before lowering into the trench Repair or replace any defective, damaged, or unsound material as directed.

If a damaged piece of pipe, furnished by the Contractor, is placed in the water main, furnish the labor and materials necessary to remove and replace the defective pipe and to restore the street to its original condition at no cost to the Department If the Contractor damages the pipe after installation, the Engineer may permit the damaged section to be cut from the length, unless it is the opinion of the Engineer that the entire length was damaged. The cost of and replacement of broken pipe is at the expense of the Contractor

F. **Cleaning Pipe and Accessories.** Remove lumps, blisters, and excess coating from the bell and spigot ends of steel pipe, ductile-iron pipe, valves, hydrants, and fittings Wire brush the outside of the spigot and the inside of the bell and wipe clean, dry, and free from oil and grease before laying the pipe

Remove foreign matter or dirt from the interior of water pipe, accessories, and from the mating surfaces of the joints, before lowering the material into the trench Keep the pipe and accessories clean during and after laying by approved means

Use cleaning solutions, detergents, solvents, etc with caution when cleaning PVC pipe

Provide cleanup and restoration crews to work closely behind the pipe laying crews, and where necessary, during disinfection, testing, service transfers, abandonment of old mains, backfilling, and surface restoration

Upon completely installing a section not exceeding 4,000 ft per crew, immediately prepare to disinfect and pressure test between valves or plugs No later than 3 days after completing disinfection preparatory work, submit to the Utility Owner an appropriate request for disinfection

Begin transfer of services no later than 7 calendar days after successfully completing the disinfection and pressure testing

Immediately after transfer of services, begin abandonment of the old mains, including re-sodding and placing sidewalks and pavements

Do not begin construction of additional sections if the above conditions are not met

For large diameter water mains, do not install more than 2,000 ft of main, until the previous 2,000 ft is cleaned up and the site is fully restored Schedule paving crews so that the repaving work will not lag behind the pipe laying work by more than 1,000 ft

Completely restore the site within 30 days from the date the water main is successfully disinfected and hydrostatically tested, unless extended in writing by the Engineer.

For projects involving multiple locations, limit water main installation to a maximum of 2 project site locations

Remove construction debris or foreign material and thoroughly clean and flush piping systems as approved. Provide temporary connections, equipment, and labor for cleaning The Engineer must inspect the water main for cleanliness before filling

Disinfection of Water Lines Conform to the requirements of Section 3 Q.1 , "Disinfecting Mains," of this specification.

G. **Laying Pipe.** For the work of laying the pipe, employ only workers who are skilled and experienced in laying pipe of the type and joint configuration being furnished Provide watertight pipe and pipe joints Lay pipe with the bell ends facing in the direction of laying, unless otherwise directed

Lay pipe to the lines and grades shown on the plans To ensure proper placement, use adequate surveying methods and equipment, and employ personnel competent in using

this equipment Ensure the pipe does not deviate from the horizontal and vertical alignment indicated on the plans by more than 0.10 ft , without prior approval Measure and record the "as-built" horizontal alignment and vertical grade at a maximum of every 50 ft on the on-site recorded plans

During pipe laying operations, keep pipe trenches free of water which might impair the laying operations Ensure holes for bells are of ample size to prevent the bells from coming in contact with the subgrade Carefully grade pipe trenches to provide uniform support along the bottom of the pipe

Do not lay more than 50 ft of pipe in the trench ahead of the backfilling operations If pipe laying operations are interrupted overnight, cover the pipe laid in the trench simultaneously on each side of the pipe or completely backfill, to avoid lateral displacement of the pipe and damage to the joints. If adjustment of the position of a length of pipe is required after it is laid, remove and re-lay it in conformance with these specifications and at no expense to the Department After pipe laying and joining operations are complete, clean the inside of the pipe and remove debris.

Use care to prevent damage to the coating when placing backfill. Backfill in accordance with Section 3.K., "Backfilling," of this specification

Lay pipe in a straight line unless otherwise shown or approved. Long radius curves, either horizontal or vertical, may be laid with standard pipe using deflections at the joints If curved pipe is shown, needing no special fittings, the curves can be made by deflection of the joints with standard lengths of pipe as approved If maximum pipe joint deflections are permitted, do not exceed the manufacturer's recommendation for maximum pipe joint deflections Joint the gasketed pipe in a straight alignment and then deflect it to the curved alignment

If the vertical deflection exceeds the maximum recommended by the manufacturer, remove the entire portion of the deflected pipe section and install new pipe as directed Perform this work at no expense to the Department The Engineer may measure assessment of deflection at any location along the pipe Arithmetical averages of the vertical deflection or similar average measurement methods will not be deemed as meeting the intent of the standard

Where field conditions require horizontal deflection curves not shown on the plans, the Engineer will determine the methods to be used No additional payment will be made for laying pipe on curves as shown, or for change orders involving standard lengths of pipe deflected at the joints

Adjust the pipe, valves, hydrants, and fittings to be at their proper locations and prepare each joint as specified in Section 3 H , "Joining Pipe and Accessories," of this specification As each joint of pipe is laid in the trench, center the spigot end in the bell of the previously laid pipe, then force home the pipe and bring it to the correct line and grade Ensure each length of pipe rests on the bottom of the trench and is inspected for damage throughout its entire length.

When pipe lying is discontinued for the day or for an indefinite period, tightly place a cap or plug in the end of the last pipe laid to prevent the intrusion of water When water

is excluded from the interior of pipe, place enough backfill on the pipe to prevent floating Schedule the work to prevent the possibility of floatation Remove from the trench any pipe that has floated and re-lay as directed

When assembling PVC pipe on top of the trench, allow it to cool to ground temperature before backfilling, to prevent pull-out due to thermal contraction

Do not schedule night work or plant shut down to begin within 2 working days before or after Utility Owner-designated holidays

For tie-ins to existing water mains, provide the necessary material on-hand to facilitate connection before shutting down the existing water main

Ensure that separation from gravity sanitary sewers and manholes, or from force mains, is a minimum of 9 ft clearance in all directions or as specified, unless a special design is shown on the plans

Minimum Clearances

- Parallel water line and gravity sanitary sewer, force main, or manhole with no leaks Minimum 4 ft horizontal clearance from the outside wall of the water line to the outside wall of the gravity sanitary sewer, force main, or manhole
- Water line crossing above a gravity sanitary sewer or force main with no leaks Minimum 2 ft vertical clearance.

H. Joining Pipe and Accessories.

1. **Ductile-Iron Pipe, Valves, Hydrants, and Fittings.** After thoroughly cleaning the inside of the bell and the outside of the spigot, install members in conformance with the manufacturer's recommendation and AWWA C600, or as modified by these specifications

   Mark pipe and accessories that are not furnished, with a depth mark before assembly to ensure that the spigot end is inserted to the full depth of the joint

   Brace the fittings on small mains with short pieces of 2-in galvanized pipe as directed

   Brace each plug installed under this contract by a standard pipe clamp, a 3-ft nipple of the same diameter pipe as the nearby sections of mains, and a block of concrete For 4-in through 12-in. water mains, use pipe clamps that are Underwriters Lab-approved for underground water service piping For water mains 16-in and larger, use pipe clamps conforming to details shown on the plans

   For rubber-gasketed joints use lubrication that is water soluble, non-toxic, non-objectionable in taste and odor imparted to the fluid, non-supporting of bacteria growth, and has no deteriorating effect on coatings or rubber gaskets

2. **Polyvinyl Chloride Pipe and Accessories.** Join plastic pipe in conformance with the instructions furnished by the manufacturer To prevent weakening the joint, do

not handle or install in the trench pipe joined using solvent cementing techniques, until the joints "cure".

For rubber-gasketed joints, use lubrication that is water soluble, non-toxic, non-objectionable in taste and odor imparted to the fluid, non-supporting of bacteria growth, and has no deteriorating effect on PVC or rubber gaskets

3. **Welded Joints for Steel Pipe.** Ensure the joints receive a full-penetration butt weld type double weld, in accordance with AWWA C206 It is the Contractor's option to use either automatic or hand welders Before starting the work, provide proof of certification of qualification for welders employed on the project for every type of work procedure and position involved. Ensure qualification is in accordance with AWWA C206 Ensure complete penetration of deposited metal with the base metal Provide inside fittings and joints that are free from globules of weld metal that would restrict flow or become loose

   Miter end cuts of both ends of butt-welded joints may be used for joint deflections of up to 2-1/2 degrees

   Set fittings and joints square and true, and preserve the alignment during welding operations Align the butting ends to minimize the offset between surfaces For pipe of the same nominal wall thickness, do not exceed 1/16 in offset. Use line-up clamps for this purpose, however, exercise caution to avoid damaging to the linings and coatings

   Furnish each welder employed with a steel stencil for marking welds, so the work of each welder can be identified Mark pipe with the assigned stencil adjacent to the weld If a welder leaves the job, void that stencil and do not duplicate it Welders making defective welds must discontinue work and leave the project site Such welders may return to the project site only after recertification

   During welding, protect the lining by draping an 18-in. wide strip of heat-resistant material over the top half of the pipe on each side of the lining holdback to avoid damage to the lining by the hot splatter Protect the tape coating similarly

   Provide welding rods of a type compatible with the metal being welded, to obtain the strongest bond, E-70XX.

   Deposit the metal in successive layers so there will be at least 2 passes or beads for automatic welding and 3 passes or beads for manual welding in the completed weld

   On welds, do not deposit more than 1/4-in. of metal on each pass. Thoroughly clean the weld by wire brushing and hammering on each individual pass including the final one, to remove dirt, slag, or flux

   Do not perform welding under any weather condition that would impair the strength of the weld, such as wet surface, rain or snow, dust or high winds, unless the work is properly protected

If using tack welds, ensure they are of the same material and made by the same procedure as the completed weld Otherwise, remove tack welds during the welding operation

Remove dirt, scale, and other foreign matter from the inside of piping before tying in sections, fittings, or valves

Provide a minimum overlap of 4 in of butt strap over the adjacent piece on butt strap closures

Employ an approved independent certified testing laboratory, to perform weld tests and associated work to accommodate testing on the entire job Include the cost of such testing in the contract unit bid price for the water main Furnish copies of test reports to the Engineer for review Ensure testing is by X-ray methods for butt welds and is performed for every joint weld If a defective weld is revealed, assume the cost of repairing and retesting the repaired weld The Engineer has the full and final decision as to the suitability of welds tested. If any interior or exterior coating or lining is damaged during the welding process, repair it and return it to its original state as approved, in conformance with applicable AWWA standards

Provide cylindrical corrosion barriers (CCBs) for epoxy-lined steel pipe smaller than 24-in in diameter. Furnish CCBs manufactured by CCB International, Inc., or approved equal CCBs are not required if the minimum wall thickness is 1/2 in or greater

In addition to the welding requirements contained in this specification, conform to the protection fitting manufacturer's installation recommendations

Provide the services of a technical representative of the manufacturer available on site at beginning of pipe laying operations Ensure this representative is able to train welders and advise regarding installation and general construction methods Employ only welders with at least 12 months prior experience installing protection fittings

4. **Flanged Joints for Steel Pipe.** Before installing bolts, accurately center the flange joints and align them to prevent mechanical pre-stressing of flanges, pipe, and appurtenances Align bolt holes to straddle the vertical, horizontal, or north-south, centerline The maximum inclination of the flange face from the true alignment is 3/64 in per foot.

Use full-face gaskets for flanged joints Provide 1/8-in thick cloth inserted rubber gasket material. Cut the gaskets at the factory to the proper dimensions

Unless otherwise noted, provide insulation kits at connections to the existing water system or at locations to isolate one type of cathodic system from another type, between water line, access manhole piping, and other major openings in the water line, or as shown on the plans

For isolating flange joints 30 in in diameter and greater, and at butterfly valve flanges, provide a Pyrox G-10 with nitrite seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc , or approved equal, conforming

to ANSI A 21 11 mechanical joint gaskets For isolating flange joints 24 in in diameter and smaller, provide a Phenolic PSI with nitrite seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc , or approved equal, conforming to ANSI A 21.11 mechanical joint gaskets

Use galvanized or black nuts and bolts to match the flange material Use cadmium-plated steel nuts and bolts underground Tighten the bolts progressively to prevent unbalanced stress Consistently maintain approximately same distance between the two flanges at all points around the flanges Tighten the bolts alternately (180 degrees apart) until they are evenly tight. Draw the bolts right to ensure properly seating the gaskets Provide Denso, or approved equal, petroleum-based tape wrapping system for nuts and bolts

Pay particular attention to procedures used in tightening and torquing flanged joints Improper methods may result in leakage and require corrective measures Follow recommended industry standards and guidelines as set forth by the various fabricators and manufacturers

5. **Flanged Joints For Use On Ductile-Iron Pipe.** See the requirements of Section 3 H 4 , "Flanged Joints for Steel Pipe," of this specification

I. **Thrust Restraint.** Provide adequate temporary blocking of fittings when making connections to the distribution system and during hydrostatic tests Provide enough anchorage and blocking to resist stresses and forces encountered while tapping the existing waterline For new waterlines 16 in in diameter and larger, provide restraining joints as specified in this section Provide restrained joint lengths as shown on the plans or as directed For existing waterlines and waterlines less than 16 in in diameter, restrain pipe joints with concrete thrust blocks or provide joints as specified in this section

The length of the restrained joints shown on the plans, assumes that hydrostatic testing will begin upstream and proceed downstream with respect to the normal flow of the water in the pipe If installation or testing of the pipe differs from this assumption, submit for approval a revised method of restraining the pipe joints upstream and downstream of the device used to test against (i.e , block valve, blind flange, or dished head plug)

J. **Electrical Continuity Bonds.**

1. **General.** Attach the bond wires at the required locations using the Thermite welding process

2. **Thermite Welding Methods.** Perform Thermite welding of bond wires to the piping in the following manner

Ensure the pipe to which the wires will be attached is clean and dry Use a grinding wheel to remove coating, mill scale, oxide, grease, and dirt from an area approximately 3 in. square. Grind the surface to bright metal Remove approximately 1 in of insulation from each end of the wires to be Thermite welded to the structure, exposing clean, oxide-free copper for welding.

Select the proper size Thermite weld mold as recommended by the manufacturer Place the wire between the graphite mold and the prepared metal surface For No 12 AWG size wires, use a copper sleeve crimped over the wire Place the metal disk in the bottom of the mold. Place the Thermite weld charge in the mold Squeeze the bottom of the cartridge to spread ignition powder over the charge.

Close the mold cover and ignite the starting powder with a flint gun After the exothermic reaction, remove the Thermite weld mold and gently strike the weld with a hammer to remove the weld slag. Pull on the wire to assure a secure connection If the weld is not secure or the wire breaks, repeat the procedure with a new wire. If the weld is secure, coat bare metal and weld metal with a coal-tar compound If a polyurethane dielectric coating has been used, use a compatible polyurethane coating.

K. Backfilling.

1. **General.** Backfill trenches in accordance with the requirements of Item 400, "Excavation and Backfill for Structures," except for measurement and payment.

   Begin backfilling and cleaning up each section of main, i e , from valve to valve, immediately upon the completing the hydrostatic test, unless otherwise permitted by Engineer, and continue until obtaining a final and complete clean-up of the section Any portion of the trench that is left open in excess of that required to facilitate hydrostatic testing may be ordered closed by the Engineer

   Use surplus excavated materials in the embankments or dispose of them as directed

2. **Backfilling Pipe for Water Mains.**

   a. **Open Cut.** After the pipe joints are made up and inspected, backfill the trenches with excavated materials or any other backfill material covered by this specification, as approved. Backfill the portion from the springline of the pipe (or from 6 in. on top of pipe if sand bedding is used) to the top of the trench in maximum lifts of 9 in loose measurement (provided the trench is not located in sidewalks, roadways, roadway shoulders, driveways, etc. that are being used for automobile or pedestrian traffic). Mechanically compact the backfill material using vibratory equipment, or any other acceptable equipment, so that no settlement occurs. Compact to a density of at least 95% of the maximum dry density, as determined in accordance with Tex-114-E. The Engineer reserves the right to perform compaction tests on an as-needed basis Compaction by water tamping is prohibited

   Do not allow dirt, clods, or trench sides to fall or rest against the pipe before completing the embedment or backfill

   The allowable materials for backfill are listed in Section 2 N , "Backfill Material," of this specification Continue backfilling and compacting in this manner to the minimum elevation shown in the excavation and backfill diagram

b. **Boring or Augering Pits.** Backfill boring or augering pits with bank run sand up to 1 ft from the top of the natural ground For the final 12 in , use backfill consisting of 10 in of native soil in the bottom and 2 in of bank run sand just below the grass Backfill the portion from the spring line of the pipe to the top of the pit in lifts not exceeding 9 in (loose measurement) Mechanically compact the backfill by using vibratory equipment, or any other acceptable equipment, so that no settlement occurs Compact the material to a density of at least 95% of the maximum dry density at optimum moisture content as determined in accordance with Tex-113-E or Tex-114-E The Utility Owner reserves the right to perform compaction tests on an as-needed basis Compaction by water tamping is prohibited

Do not allow dirt, clods, or auger pit sides to fall or rest against the pipe before completing the embedment or backfill

The only allowable material for backfill in boring or augering pits is bank run sand, described in Section 2 N , "Backfill Material," of this specification

L. **Valves and Fire Hydrants.** Ensure each valve and fire hydrant is completely closed when placed in the pipe line

Install valves and hydrants in accordance with AWWA C600, except where modified by this specification Provide drainage at the base of the hydrant in accordance with AWWA C600

Set each hydrant at the location and grade indicated by the stakes, and plumb, brace, and install in accordance with AWWA's requirements for fire hydrant installation If the barrel of a hydrant is to pass through a concrete slab, fit a piece of 1-in thick pre-formed bituminous expansion joint material closely around the section of the barrel passing through the concrete

Locate the nozzle centerline a minimum of 18 in above the finish grade

Place 12-in x 12-in. yellow indicators (plastic, sheet metal, plywood, or other approved material) on pumper nozzles of new or relocated fire hydrants installed on new mains not in service Remove indicators after the new main is tested and approved

M. **Tapping Sleeves and Valves.**

1. **General.** Install tapping sleeves and valves at the locations and using the sizes shown on the plans Thoroughly clean the tapping sleeve, tapping valve, and pipe in conformance with the manufacturer's instructions before installing Hydrostatically test the installed tapping sleeve to 150 psig for a minimum of 15 minutes Inspect the sleeve for leaks, and remedy any leaks before the tapping operation. When tapping concrete pressure pipe, size on size, use a shell cutter one standard size smaller than that of the water line being tapped Do not use Large End Bell (LEB) increases with a next size tap except for existing asbestos-cement pipe

2. **Installation.** Verify the outside diameter of the pipe to be tapped before ordering the sleeve Tighten the bolts in the proper sequence to avoid placing undue stress

on the pipe Align the tapping valve properly and attach it to the tapping sleeve Insert the insulation sleeve into the flange holes of the tapping valve and pipe Insert the sleeve on pipe side of tapping valve Do not damage insulation sleeves during the bolt tightening process

Make the tap with a sharp shell cutter using the following criteria For 12-in and smaller taps use a minimum cutter diameter 1/2 in less than the nominal tap size For 16-in and larger taps, use the manufacturer's recommended cutter diameter

Withdraw the coupon and flush the cuttings from the newly-made tap For 12-in and smaller taps, wrap the completed tapping sleeve and valve in accordance with this specification For 16-in and larger taps, apply Denso or approved equal, petroleum-based tape wrapping system around the completed tapping sleeve and valve Place the concrete thrust block behind the tapping sleeve (not over the tapping sleeve and valve)

Arrange for the mandatory inspection of the installation before backfilling Completion of the inspection is not required before backfilling Backfill in accordance with this specification and as shown on the plans

If Asbestos-Cement (AC) Pipe is encountered, follow the Safety Practice outlined in the Asbestos-Cement Pipe Producers Association publication, "Recommended Work Practices for A/C Pipe," and make them "Mandatory Practices" for this project

N. **Boxes for Valves.** Cut the cast-iron or ductile-iron pipe to the proper length, then assemble and brace the box as approved Construct manholes over the operators of butterfly valves for sizes 30 in and larger

Concrete for valve box placement For locations in new concrete pavement, use the same strength and mix design as that of new pavement For other locations, use Class "A" concrete, conforming to the requirements of Item 421, "Hydraulic Cement Concrete "

Install valve box and riser piping plumbed in a vertical position Provide 6-in telescoping freeboard space between the riser pipe top butt end and the interior contact flange of the valve box, for vertical movement damping Ensure the riser (bell end of pipe) rests on the valve flange, or provide a suitable foot piece to support the riser pipe

Set, align, and adjust the valve box so that the lid is level with the final grade

Paint the covers of new valve boxes in "Fluorescent Orange" when installed After completion and acceptance by the Utility Owner, repaint the covers in "Black " This work is incidental to this Item

O. **Wet Connections.** Make the wet connections, as directed, in such a manner and at such hours to minimize inconvenience to the public When the existing mains have been cut or a plug removed for a connection, pursue the work of making the connection without interruption until complete

If the Contractor proceeds with a wet connection without a complete shut-off, there will be no extra compensation for damages or extra work resulting from the incomplete shut-off

The Utility Owner will operate gate valves in the existing system and in sections of completed mains that have been placed in service Notify the Utility Owner at least 48 hours in advance of making connections

Wet connections that are 2 in or smaller are sometimes referred to on the plans as 2-in standard connections or gooseneck connections Items that may be necessary to complete these types of wet connections include corporation cock, saddle, copper tubing, brass fittings, and 2-in valves Do not use these connections on or consider them as part of a 2-in service line

The Utility Owner will handle, at no cost to the Contractor, operations involving opening and closing valves for wet connections

P. **Polyethylene Film Wrap.** Except as noted on the plans, wrap ductile-iron pipe (including fittings and other appurtenances), with a polyethylene film Also wrap fire hydrant barrels

Remove lumps of clay, mud, cinders, etc , on the pipe surface before installing the polyethylene encasement Prevent soil or embedment material from becoming trapped between the pipe and the polyethylene Fit the polyethylene film to the contour of the pipe to affect a snug, but not tight fit, encase with minimum space between the polyethylene and the pipe Provide enough slack in contouring to prevent stretching the polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings, and to prevent damage to the polyethylene due backfilling operations Secure overlaps and ends with adhesive tape to hold polyethylene encasement in place until backfilling operations are complete

For installations below the water table and in areas subject to tidal actions, seal both ends of the polyethylene tube with adhesive tape at the joint overlap

Repairs Repair any cuts, tears, punctures, or damage to the polyethylene with adhesive tape or with a short length of polyethylene sheet or cut open tube, wrapped around the pipe to cover the damaged area, and secured in place

Openings in Encasement Provide openings for branches, service taps, blowoffs, air valves, and similar appurtenances by making an X-shaped cut in the polyethylene and temporarily folding back the film After the appurtenance is installed, tape the slack securely to the appurtenance and repair the cut, as well as other damaged areas in the polyethylene, with tape Service taps may also be made directly through the polyethylene Repair any resulting damaged areas as described above

Junctions between Wrapped and Unwrapped Pipe Where polyethylene-wrapped pipe joins an adjacent pipe that is not wrapped, extend polyethylene wrap to cover the adjacent pipe for distance of at least 3 ft. Secure the end with circumferential turns of tape Wrap service lines of dissimilar metals with polyethylene or suitable dielectric tape for a minimum clear distance of 3 ft. away from cast-iron or ductile-iron pipe

1. **Tubular Type Wrap.** When the polyethylene film is supplied in tubular form, install it on the pipe before placing the pipe in the trench and in the following manner

   Elevate the spigot end of the pipe, brush mud and debris from the pipe, and slip a length of film (approximately 2 ft longer than the joint of pipe) over the joint of the pipe Wrap the film tightly around the spigot end, leaving about 1 ft extending beyond the end of the pipe, and tape the edge down lightly with polyethylene tape

   When lifting the joint of pipe for placing in the trench, remove any remaining mud, clay, or debris Insert the spigot end into the bell end of the joint previously placed, push home, and release the pipe into the trench Pick up the pipe joint at the bell, slide the film to a point back of the bell, and prepare a bell hole

   When laying the next joint, pull the film beyond the bell to overlap the film attached to the spigot of the new pipe joint Wrap the film by folding it longitudinally and tape it securely in place to prevent damage during backfill Do not tape the end that is slipped over the last bell but bind it with twine or other approved material

   At each corporation, draw the loose material up around the corporation base and seal it with tape to insulate the 2 dissimilar metals

   Wrap fittings and fire hydrant leads, and tape or bind the wrap with heavy twine Wrap fittings, such as bends and reducers, similarly to the method outlined above Wrap specials, such as valves, tees, crosses, etc , by splitting, tucking, and overlapping the polyethylene tube, then closing the field-made splices with the required tape Material to cover the valves may be acquired from excess overlapping polyethylene tubing on adjacent pipe joints Draw the polyethylene tubing over the bell of the pipe on either side and insulate with field-made seams as described above Completely wrap fittings and specials that require concrete blocking, before placing concrete

2. **Sheet Type Wrap.** Apply sheet type wrap around the pipe either before or after positioning the pipe in the trench Install "above ground" in a manner similar to that described above for tubular installation Install "in trench" in a manner similar to that described below

   Cut the polyethylene sheet to a length approximately 2 ft. longer than the pipe section Center the length to provide a 1 ft overlap on each adjacent pipe section, bunching it until it clears the pipe ends. Wrap the polyethylene around the pipe so that it circumferentially overlaps the top quadrant of the pipe Secure the cut edge of the polyethylene sheet at intervals of approximately 3 ft

   Lower the wrapped pipe into the trench and make up the pipe joint with the preceding section of pipe Make shallow bell holes at joints to facilitate installation of the polyethylene. After completing the joint, make the overlap and secure the ends

   Repair cuts, tears, punctures, or other damage to the polyethylene Proceed with installing the next section of pipe in the same manner

3. **Boring or Augering Section Installation.** Use cast-iron or ductile-iron pipe with a polyurethane coating as specified in this Item

Provide a final seal against the intrusion of the backfill material by completely encasing the tapping sleeve with sheet vinyl of 8-mil thickness Apply tape to secure this wrapping, using Polyken No 900, Scotch Wrap No 50, or approved equal, manufactured for this purpose

Q. Disinfecting Mains and Testing for Leakage.

1. **Disinfecting Mains.** The Utility Owner will furnish water for disinfecting and flushing without charge to the Contractor

   Furnish the necessary taps, risers, and jumpers of such sizes and materials as are specified by the Engineer, and install the subject material in the locations designated Normally, each valve section of main will require two 3/4-in taps, however, on larger mains the Engineer may order that 1-1/2 in or 2-in taps and risers be used Furnish and install the necessary temporary blind flanges, sleeves, plugs, etc , as required to disinfect and pressure test the new mains

   Use fire hydrants as blow-offs to flush newly constructed waterlines 8-in diameter and above

   After laying and backfilling the pipe, disinfect the newly laid pipe Unless otherwise shown on the plans, the Utility Owner will furnish and pay for the labor and materials necessary for the initial application of the disinfecting agent Slowly fill each valves section of pipe with water and expel the air from the pipe Furnish and install taps at the points of highest elevation, if required to accomplish this After filling the main with water and expelling the air, charge the pipe with the disinfecting agent and allow it to stand for 24 hours Unless otherwise shown on the plans, the Utility Owner will then flush the main with water After flushing, draw samples from the main and test for 2 consecutive days at a valid, approved testing facility After samples are drawn and the test results pass, proceed with the pressure test and any necessary repairs If the samples do not pass, re-disinfect the pipe until the samples taken are passed by the certified and approved testing facility Unless otherwise shown on the plans, in the event that more than one disinfection of the main (or portion of the main) is required, the additional disinfection will be charged to the Contractor at rates established by the Utility Owner

2. **Testing for Leakage.** Following the first disinfection test, subject the newly laid pipes to a hydrostatic pressure of 125 psi, unless otherwise shown on the plans Where practicable, test pipe lines in lengths between line valves or plugs, of at most 1,500 ft. unless otherwise approved Perform the pressure test by means of a pump connected to the pipe in a manner satisfactory to the Engineer Furnish, install, and operate the necessary connections, pump, meter, and gauges Before running the pressure test, ensure the meter is tested, sealed, and approved (at the Contractor's expense) by an approved, certified testing facility Ensure the minimum duration of the test is 8 hours. If a large quantity of water is required to maintain pressure during the test, discontinue testing until the cause of the water loss is identified and corrected

Observe the following general regulations during each leakage test for cast-iron, ductile-iron, and PVC pipe

Except for welded steel pipe in which no leakage is permitted, ensure that pipe lines, when subjected to the specified pressure test, do not show leakage in excess of 3 19 gal per inch of diameter, per mile, in 24 hrs

Repair portions of the pipe showing visible leaks regardless of the total leakage shown by the pressure test Remove and replace cracked or defective pipes, fittings, valves, or hydrants discovered by means of this pressure test with sound material If the main is opened for any reason, re-disinfect it until satisfactory samples are obtained Also, pressure test it until the requirements of this specification are met.

Immediately upon completing disinfection and pressure testing, remove all taps, risers, and blow-offs, then backfill the remainder of the trench in accordance with the requirements of this specification

Perform leakage testing at no additional cost to the Department

R. **Using Completed Sections of Mains.** The Utility Owner may use and operate portions of the water mains that are disinfected and pass the leakage test Unless otherwise shown on the plans, operate the valves in such completed sections only with the express permission of the Utility Owner

The use of the mains is not construed as acceptance of them and does not relieve the Contractor's responsibility for fulfilling the conditions of the contract, unless the mains are damaged due to negligence on the part of the Utility Owner

S. **Lowering Mains.** When lowering a main, perform the initial excavation in such a manner to permit the mains to rest on a number of dirt benches If soil conditions are unsatisfactory for dirt benches, use wooden blocks to support the mains Then attach the pipe by using ropes, cable, or chains to overhead supports, remove the dirt benches or wooden blocks, and slowly and evenly lower the pipe into position After lowering the mains, repair each damaged joint as directed

T. **Copper Service Line Construction.** The use of Hays-Seal and Mueller Company catalog numbers to describe various fittings is not intended to be proprietary, but merely to indicate clearly the respective types of fittings to be furnished

1. **Installing Service Lines.** For curb and gutter streets, lay copper service lines with a minimum 30 in. of cover from top of curb to the top of the service line For crowned streets with open ditches, lay copper service lines with a minimum 30 in of cover at the crown and with a minimum 18 in. of cover from the flow line of the ditch to the top of the service line Ensure service line locations are clear of proposed paving and underground work

Exercise caution to keep the lines free of dirt and foreign matter at all times. Assemble copper lines in an entirely slack position and free of kinks Use service lines consisting of one continuous run of copper tubing where possible Do not use bends greater than that originally found in the coil of tubing as packaged For

1-1/2 in and 2-in copper tubing shipped in straight lengths, use the following bend criteria

For 2-in copper tubing, a maximum of one 45-degree bend may be accomplished in a 4-ft section, for 1-1/2 in copper tubing, a maximum of one 45-degree bend in a 3-ft section No kinks, dents, flats, or crimps will be permitted

Locate meters, in general, 1 ft into the street right of way Where this is not applicable, locate meters approximately 1 ft from the sidewalk on the curb side If the present meter location conflicts with proposed driveway turnouts or other proposed street improvements, shift the meter to miss the obstruction and re-connect it to the customer's service line Reset meters at positions such that the top of the meter is 4 in to 6 in below the finished grade

Where the plans call for salvaging and relocating the meter, meter box, and curb stop, remove these materials with care, thoroughly clean them, and submit them for inspection by the Engineer, before installing them in the new location If the plans call for relocating the meter (other than at some point along the existing service line), a new service line will be required

Where it is necessary to cross a paved street, push the service line under the paving through a pre-drilled and prepared opening Use only full lengths of copper tubing, taking care not to damage the tubing when pulling it through the prepared hole A compression type union is only permitted when a full 40-ft (60-ft for 3/4-in to 1-in) length of tubing cannot completely span underneath the pavement Do not use compression type unions under the paved street

2. **Installing Corporation Stops.** Tap the main at a location such that a straight line passing through the meter and the corporation stop will be at 90 degrees to the main Locate taps in the upper portion of the main within 45 degrees of the pipe springline Perform the cutting operation with an approved sharp shell cutter tool

   Install taps for service lines conforming to the requirements of Table 11 Space taps a minimum of 2 ft apart

Table 11

Water Main Type and Diameter	Service Size Diameter			
	3/4 in.	1 in.	1-1/2 in.	2 in
4 in Cast-Iron or Ductile-Iron	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
4 in Asbestos-Cement	WBSS	WBSS	DSS, WBSS	DSS, WBSS
4 in PVC(AWWA C900)	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
6 in and 8 in Cast-Iron or Ductile-Iron	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
6 in and 8 in Asbestos-Cement	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
6 in and 8 in Cast-Iron or Ductile-Iron	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS

Water Main Type and Diameter	Service Size Diameter			
	3/4 in.	1 in	1-1/2 in.	2 in
6 in and 8 in PVC (AWWA C900)	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
12 in Cast-Iron or Ductile-Iron	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
12 in Asbestos-Cement	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
12 in PVC (AWWA C900)	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
16 in and up Cast-Iron or Ductile-Iron	DWBSS	DWBSS	DWBSS	DWBSS
16 in and up Asbestos-Cement	DWBSS	DWBSS	DWBSS	DWBSS
16 in and up PVC (AWWA C900)	DWBSS	DWBSS	DWBSS	DWBSS
DSS – Dual Strap Saddles WBSS – Wide Band Strap Saddles DWBSS – Dual Wide Band Strap Saddles				

3. **Installing Curb Stops.** Set curb stops or angle stops only at the outer end of the service line just ahead of the meter Secure the opening in the curb stop to prevent unwanted material from entering. Use eighth bend or quarter bend couplings to accomplish close quarter turns in the service line In 3/4-in and 1-in services, install a meter coupling or swivel nut meter spud curb stop, ahead of the meter Also install a straight meter coupling on the outlet end of the meter Install a new curb stop when the service line is extended

4. **Sequence of Work.** Open the trench for the proposed service line or prepare the jacking and receiving pits

   Install the corporation stop in a workmanlike manner using the proper equipment

   Install the copper service line and connect it to the corporation stop

   Install the curb stop on the meter end of the service line

   With the curb stop open, and before connecting the service line to the meter, open the corporation stop and flush the service line adequately Close the curb stop, leaving the corporation stop in the full open position

   Check the service line for apparent leaks Repair leaks before proceeding

   Connect the service line to the meter and, if necessary, adjust the meter location. Use care to ensure that the inlet side of the meter is connected to the water service line. Momentarily open the curb stop to verify proper registration of the meter

   Backfill the excavations, tamping the backfill material in place to the density of the soil in the adjacent trench walls.

If relocating the meter, relocate the meter box so that it is centered over the meter with the top of the lid flush with the finished grade When the meter must be located in driveways or sidewalks, furnish and install an approved traffic type meter box with a cast-iron lid

U. **Cutting and Plugging Water Mains.** Where the plans call for abandoning water mains, adhere to the following general procedure

After constructing, disinfecting, testing, and placing the replacement main in service, and services are transferred to the replacement main, locate the main to be abandoned, trace it back to the feeder main, and at this point cut and plug it at the tee Normally, installing a plug, clamp, and a concrete thrust block does this In cases of 1-1/2 in or 2-in corporation cock or tapping sleeve and valve (TS&V) connections, remove the valve and install a cap or plug at the tee Ensure the line to be abandoned is not valves off at the nearest valve, nor cut and plugged other than at the supply main

Adequately plug the ends or openings in abandoned mains or cap them in an approved manner and replace excavation, backfill, and any street surfaces, to the Engineer's satisfaction. Perform this work in accordance with Sections 3 A , "Excavation" and 3 K , "Backfilling," of this specification

Remove surface identification, i e , valve boxes and fire hydrants Where valve boxes are in improved streets (other than shell), pouring valve boxes full of concrete with the cap permanently removed is permitted

Do not remove plugs during the months of peak water demands, June, July, and August, unless otherwise approved

V. **Service Lines of Public Utilities.** Where any pipe or conduit of a public utility corporation crosses the water main trench, support such pipe or conduit in a manner satisfactory to the Engineer

If the Contractor considers it necessary for a utility company to relocate their utility lines or other improvements, notify the Engineer in advance If the Engineer considers it imperative to make the change, the Engineer will make the necessary arrangements with the utility company

W. **Relocating Meter Vaults.** Salvage existing valves, meters, and strainers from inside the vault and return them to the Utility Owner, or as designated on the plans

Install pipe, valves, service lines, and other appurtenances in accordance with the pertinent Sections of this specification or as directed

In general, install the type of meter vault shown on the plans or as approved

1. **Precast Concrete Vault.** Construct and furnish the precast concrete vault as shown on the plans

   Set the precast concrete vault level on a minimum 3-in bed of sand in an excavation and bring it to grade Then install piping and backfill with sand around the vault

2. **Cast-in-Place Concrete Vault.** Construct the cast-in-place concrete vault as shown on the plans Key the walls to the floor slab and form to the dimensions shown on the plans Provide a minimum wall thickness of 4 in Cast the walls monolithically One cold joint is allowed when the vault depth exceeds 12 ft Set the frame for the cover while the concrete is still green

3. **Frame and Cover.** Construct the frame and cover as shown on the plans

   In grass areas, set the frame and cover 2 in to 3 in above the natural ground or finished grade and parallel to it (the maximum allowable angle from horizontal is 20 degrees) Slope the backfill away from the meter

   In sidewalk areas, set the frame and cover 1/2 in to 1 in above the adjacent concrete and parallel to it Slope the replacement concrete away from the meter to meet the adjacent concrete.

4. **Inspections.** The following inspections will be made jointly by the Engineer and representatives of the Utility Owner

   a. **Site Location Inspection,** to obtain the required approval of proposed meter location before commencing work

   b. **Final Inspection,** conducted after the backfill is in place, the cover is installed, the cleanup is completed, and the surface is restored

X. **Adjusting Existing Surface Structures.**

1. **Valve Boxes.** Salvage and reuse the valve box. Remove and replace the 6-in ductile-iron riser pipe with a suitable length for the depth of cover required to establish the adjusted elevation to accommodate the actual finished grade

   Reinstall the valve box and riser piping plumbed in a vertical position Provide a minimum of 6-in telescoping freeboard space between the riser pipe top butt end and the interior contact flange of the valve box, for vertical movement damping

   After setting, aligning, and adjusting the valve box so that the top lid is level with the final grade, place a 24-in by 24-in by 8-in thick concrete block around the valve box Center the valve box horizontally within the concrete box

2. **Meter Boxes.** Salvage and reuse meter boxes when possible Reinstall them in conformance with the manufacturer's recommendations Repair any damage sustained by the meter box during relocation or service transfer, at no expense to the Department

   If the existing meter box requires replacement, the Contractor may obtain a new box from the Utility Owner by providing adequate documentation of the existing and proposed locations.

3. **Meter Vaults.** Adjust meter vaults in conformance with the details shown on the plans Salvage and reuse access covers

Y. **Relocating Water Meters and Boxes.** Salvage, clean, inspect, and install existing curb stops, meters, unions, and meter boxes at the new locations in conformance with specifications in this section When the meter and box is relocated, move it the minimum distance to enable access for new connections Repair any damage sustained by the meter box during relocation or service transfer, at no expense to the Department

If unable to salvage the existing boxes, the Contractor may obtain new boxes from the Utility Owner by providing proper documentation of the existing and proposed locations of the meter

When approved, the Contractor may relocate meter boxes located adjacent to existing pavement, if this operation facilitates construction or decreases the costs Obtain written approval of the Engineer and perform this work, including excavation, piping, meter box relocation, removal and replacement of paving, etc , at no cost to the Department

Z. **Installing Split Casing.** Notify the Utility Owner at least 48 hours in advance of any work planned involving existing water lines Do not, at any one time, expose more than 20 ft of water lines to be encased

Place 6-in x 6-in. x 1-1/4-in neoprene pads between the split casing sections and the top and bottom of the water lines spacing them at approximately 6 ft or as directed

Ensure the completed and shaped trench to receive the casing is of wide enough to provide free working space for satisfactorily installing the casing and backfilling under and around the casing

Hold the split casing in place for welding by using hinges, coupling bands, or any other acceptable method

Use a casing diameter not less that the outside dimension of the pipe at is longest dimension plus 4 in

Perform welds conforming to the requirements of AWWA Standard C 206. Provide welds capable of developing the full strength of the pipe throughout the joint and casing split

Seal the ends of the encasement pipe with casing and seals in accordance with Section 2 B 1 , "Steel Carrier Pipe," to prevent the entrance of the excessive ground water

AA. **Modifications for Cathodic Protection.**

1. **General.** Provide cathodic protection systems in accordance with Special Specification Item, "Cathodic Protection Systems for Large Diameter Water Main," as specified in this Item, and as shown on the plans

References to steel pipe apply to tape-coated welded steel pipe If damage occurs to the pipe coatings during the welding process, refurbish the affected area to its original condition

2. **Bonded Joints.** Where rubber gasket bell and spigots are provided, provide for bonded joints by either welding a strap or clip between the bell and the spigot of each joint, or by providing a Thermite-welded cable between the bell and the spigot of each joint Provide pipes, whether installed in a tunnel or open cut, with bonded joints, except where providing insulating flanges. Where welding joints for thrust restraint, no additional bonding is required

   Bonding Strap or Clip Provide a strap or clip for bonding the bell to the spigot, that is free of foreign material that could increase the contact resistance between the wire and the strap or clip

   Unless otherwise noted, provide insulation kits at connections to the existing water system, at locations to isolate one type of cathodic system from another type, between the water main and extra piping, or as shown on the plans

BB. Removing and Salvaging Fire Hydrants and Water Meters. Deliver removed and salvaged fire hydrants and water meters to the Utility Owner at the location shown on the plans, or as directed

CC. Installing the Nonmetallic Pipe Detection System. Install the nonmetallic pipe detection system concurrently with placing the proposed pipe Install as specified by the manufacturer and as approved

DD. Removing Water Mains and Removing Water Mains with Casing. Remove water mains and water mains with casing in accordance with Item 100, "Preparing Right of Way" or as shown on the plans This includes removing and disposing of pipe and appurtenances as shown on the plans or as directed Perform related excavation and backfilling, as required, at no additional cost the Department

4. **Measurement.** This Item will be measured as follows

   A. **Water Main Pipe and Steel Casing** will be measured by the foot, of the various sizes and types specified Water mains and casing will be measured along the axis of the pipe and no deductions will be made for valves or fittings. Reducers will be classed as pipe of the size of the larger end

   B. **Split Steel Casing** will be measured by the foot, of the various sizes shown on the plans

   C. **Jacking, Tunneling, Boring, or Augering** for water mains and steel casing will be measured by the foot, of the sizes, types, and wall thickness (applicable only for casing) specified

   D. **New Copper Service Lines** will be measured by each service line installed

   Short Side service line refers to service connections made to meters located on the same side of the street as the supply main is located Long Side service line refers to service connections made to meters located on the opposite side of the street from the supply main, or from the center of the street, where the supply main is located in the center of the street

E. **Tapping Sleeves and Valves and Butterfly Valves** will be measured by each assembly, of the various sizes, with the valve box installed

F. **Fire Hydrants** will be measured by each assembly installed, for all depths It is the Contractor's responsibility to install the fire hydrant such that it meets the standard installation requirement of this specification and the manufacturer's specifications

G. **Meters and Vaults** will be measured by each assembly constructed

H. **Air Release and Vacuum Relief Valves** will be measured by each assembly, of the various sizes, with the valve box installed

I. **Pressure Reducing Stations** will be measured by the lump sum unit constructed

J. **Blow Off Valves** will be measured by each assembly, of the various sizes and types, with the valve box installed

K. **Removing Fire Hydrants** will be measured by each assembly removed and disposed of properly

L. **Removing Water Valves and Boxes** will be measured by each assembly removed and disposed of properly

M. **Removing and Relocating Meters and Boxes** will be measured by each assembly removed, cleaned, and installed at the new location

N. **Removing Meters and Vaults** will be measured by each assembly removed and disposed of properly

O. **Removing and Salvaging Water Meters** will be measured by each assembly removed and salvaged

P. **Removing and Salvaging Fire Hydrants** will be measured by each assembly removed and salvaged

Q. **Removing and Relocating Water Meters and Meter Vaults** will be measured by each assembly removed and relocated

R. **Adjusting Meter Vaults** will be measured by each assembly adjusted

S. **Adjusting Meter Boxes** will be measured by each assembly adjusted

T. **Lowering Water Mains** will be measured by the foot, of the sizes and types of pipe lowered

U. **Cutting and Plugging Water Mains** will be measured by each location a water main is cut and plugged, of the sizes indicated

V. **Removing Pressure Reducing Stations** will be measured by each complete pressure reducing station removed

W. **Wet Connections** will be measured by each connection, of the sizes specified

X. **Extra Hand Excavation or Extra Machine Excavation** will be measured by the cubic yard in its original position Excavation performed by manual labor at the locations specifically designated by the Engineer, and which is not included under or subsidiary to other bid items contained in this specification, is considered Extra Hand Excavation or Extra Machine Excavation.

5. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit prices bid for the items of work described below These prices are full compensation for furnishing, hauling, placing, and installing the materials, for inspecting and testing, and for other materials, labor, equipment, tools, and incidentals

A. Payment for water main pipe and steel casing will be made at the unit prices bid for "Water Main Pipe (Cast-Iron)," "Water Main Pipe (Steel)," "Water Main Pipe (Ductile-Iron)," "Water Main Pipe (Copper)," "Water Main Pipe (Polyvinyl Chloride)(PVC)," and "Casing (Steel)," of the various sizes and types specified, installed by the open cut method

Unless otherwise shown on the plans or specifications, excavating, disposing of unsuitable excavated material, backfilling, and the material for backfill, for the complete installation of the water main system, are subsidiary to this bid Item

B. Payment for split steel casing will be made at the unit price bid for "Split Steel Casing," of the various sizes specified, installed by the open cut method

C. Payment for jacking, tunneling, boring, or augering water main will be made at the unit price bid for "Jacking, Tunneling, Boring, or Augering (Water Main)," of the sizes and types specified This price includes furnishing the pipe

Payment for jacking, tunneling, boring, or augering steel casing will be made at the unit price bid for "Jacking, Tunneling, Boring, or Augering Casing (Steel)," of the sizes, types, and wall thickness (applicable only if exceeding minimum thickness, shown in Section 2 B 2, "Steel Casing Pipe," of this specification) specified This price includes the casing Water mains placed in the casing will be paid for by the appropriate bid item

Excavating, backfilling, backfill material, and disposing of unsuitable excavated material for jacking, tunneling, boring, or augering pits are subsidiary to these bid items

D. Payment for copper service lines will be made at the unit price bid for "Service Line (Short Side 5/8 in to 1 in)," "Service Line (Long Side 5/8 in to 1 in.)," "Service Line (Short Side 1-1/2 in to 2 in)" and "Service Line (Long Side 1-1/2 in to 2 in)," installed This price is full compensation for labor, materials, excavation, and backfill required to install the facility, including connection to the customer's service line

E. Payment for tapping sleeves and valves and butterfly valves will be made at the unit price bid for "Gate Valve," "Tapping Sleeve and Valve," and "Butterfly Valve," of the various sizes specified, with the valve box installed

F. Payment for fire hydrants will be made at the unit price bid for "Fire Hydrant" installed, for all depths

Any adjustment required either in the flow line of the water main or to the barrel length of the fire hydrant is subsidiary to this bid Item.

G. Payment for meters and vaults will be made at the unit price bid for "Meter and Vault" constructed

H. Payment for air release and vacuum relief valves will be made at the unit price bid for "Air Release and Vacuum Relief Valve," of the various sizes specified, with the valve box installed

I. Payment for pressure reducing stations will be made at the unit price bid for "Pressure Reducing Station " This price is full compensation for performing the necessary excavation, backfill, finish grading, constructing the concrete structure, and furnishing and installing station appurtenances addressed under Article 2 , "Materials," of this specification.

J. Payment for blow off valves will be made at the unit price bid for "Blow Off Valve" of the various sizes and types specified, with the valve box installed

K. Payment for removing fire hydrants will be made at the unit price bid for "Removing Fire Hydrant " This price includes removing valves from the existing location, disposing of the valves, and plugging at the tee Excavation and backfill required for removing fire hydrants are subsidiary to this bid Item

L. Payment for removing water valves and boxes will be made at the unit price bid for "Removing Water Valve and Box " Excavation and backfill required for removing water valves and boxes are subsidiary to this bid Item

M. Payment for removing and relocating meters and boxes will be made at the unit price bid for "Removing and Relocating Meter and Box."

N. Payment for removing meters and vaults will be made at the unit price bid for "Removing Meter and Vault " This includes salvaging the meter strainers and valves and delivering them to their owner at the location shown on the plans or as directed

O. Payment for removing and salvaging water meters will be made at the unit price bid for "Removing and Salvaging Water Meter " This price includes removing salvaged water meters from the existing locations and delivering them to the owner Excavation, backfill, and finish grading required for removing the water meters are subsidiary to this bid Item

P. Payment for removing and salvaging fire hydrants will be made at the unit price bid for "Removing and Salvaging Fire Hydrant " The salvaging of fire hydrants will be a cash reimbursement to the owner by the Contractor where the fire hydrants will become the property of the Contractor or the Contractor will deliver the fire hydrants to the Utility Owner at the location shown on the plans Excavation, backfill, and finish grading required for removing fire hydrants are subsidiary to this bid Item

Q. Payment for removing and relocating water meters and meter vaults will be made at the unit price for "Removing and Relocating Water Meter and Meter Vault "

R. Payment for adjusting meter vaults will be made at the unit price bid for "Adjusting Meter Vault " This price is full compensation for furnishing the required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals

S. Payment for adjusting meter boxes will be made at the unit price for "Adjusting Meter Box "

T. Payment for lowering water mains will be made at the unit price bid for "Lowering Water Mains," of the sizes and types of pipe lowered This price is full compensation for lowering and adjusting pipes, as well as any connected valves, boxes, and service lines Excavation and backfill required for lowering water mains are subsidiary to this bid Item

U. Payment for cutting and plugging water mains will be made at the unit price bid for "Cut and Plug Water Main," of the sizes indicated This price is full compensation for performing excavation, backfill, finish grading, and other incidental items required to abandon or cut and plug the water main as set forth this specification Where grout is required, as shown on the plans, it is subsidiary to this bid Item

V. Payment for removing pressure reducing stations will be made at the unit price bid for "Removing Pressure Reducing Station " This price is full compensation for performing the necessary excavation, backfill, finish grading, pipe removal, structure removal, and for tools, equipment, and incidentals

W. Payment for wet connections will be made at the unit price bid for "Wet Connections," of the sizes specified

X. Payment for extra hand excavation or extra machine excavation will be made at the unit price bid for "Extra Hand Excavation" or "Extra Machine Excavation " This price is full compensation for labor, hand tools, machines, dewatering, and handling and properly disposing of any excess excavated material not suitable for bedding or backfill for this project

Trench excavation protection or temporary special shoring for trenches greater than 5 ft. in depth, or sloping the sides of these trenches to preclude collapse, will be measured and paid for as required by Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring "

Furnishing and placing bedding material is subsidiary to the various bid items

Providing fittings, including necessary concrete thrust blocking, pipe clamps, nipples, pipe coatings, and lubricants, etc. is subsidiary to the water mains in which they are installed In addition, providing fittings required due to plan changes or alterations in line and grade, is subsidiary to the water mains in which they are installed

Furnishing and installing taps, risers, jumpers, blind flanges, cast-iron sleeves, plugs, reducers etc., as required to disinfect and pressure test the new mains is subsidiary to

the various bid items. In addition, necessary excavation and backfill, site grading, and maintenance until completion of pressure testing are subsidiary to the various bid items

Unless otherwise shown on the plans, the work performed and materials furnished to support the pipes or conduits of public utilities are subsidiary to the various bid items

Furnishing and installing the nonmetallic pipe detection system, as well as the labor and materials necessary for the system, is subsidiary to the various bid items In addition, ensure that the detection system is complete, operational, and satisfactory to the Utility Owner

Adjusting valve boxes is subsidiary to the various bid items

END OF SPECIAL SPECIFICATION

SPECIAL SPECIFICATION

5244

Sanitary Sewers

1. **Description.** Furnish labor, materials, and equipment necessary to provide a complete sanitary sewer system in accordance and compliance with ANSI, AWWA, ASTM, and ASA standards, the plans and specifications, and in compliance with the Department's Utility Accommodation Policy (Title 43 T A C , Sections 21.31-21 55)

   The abbreviations ANSI, AWWA, ASTM, ASA, and SSPC in this specification refer to the following organizations

   ANSI - American National Standards Institute

   AWWA - American Water Works Association

   ASTM - American Society for Testing and Materials

   ASA - American Standards Association

   SSPC - Society for Protective Coatings

   When referring to the specifications of the above organizations, it means the latest standard or tentative standard in effect on the date of the proposal

   The size and location of utility lines shown on the plans were obtained from field surveys and from the various utility companies The Department does not assume responsibility for the accuracy of the information presented, nor does it warrant that all of the utility lines are shown

2. **Materials.** Furnish new and unused materials for this project unless otherwise specified on the plans. Provide a manufacturer's certificate of compliance for quality control of materials unless otherwise shown on the plans, except for the inspection requirements of Item 464, "Reinforced Concrete Pipe "

   A. **Circular Concrete Pipe.** Provide circular concrete pipe 36 in in diameter and greater conforming to the class specified on the plans and in accordance with Item 464, "Reinforced Concrete Pipe " Circular concrete pipe less than 36 in in diameter is not allowed Furnish polyvinyl chloride (PVC)-lined concrete pipe interiors for corrosion protection See Section 2.F , "Plastic Liner for Concrete Pipes," of this specification

   Upon delivery to the trenches, the pipe and appurtenances will be inspected for transportation and handling damages incurred after acceptance at the source of manufacture. Repair the pipe if necessary If, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of these specifications, it will be acceptable

Unless otherwise specified on the plans, use corrosion-resistant rubber gasket joints for concrete pipe that are of the "push-on" type and meet the requirements of ASTM C443

B. Polyvinyl Chloride (PVC) Pipe and Fittings.

1. **Gravity Sewer.** Provide plastic pipe and fittings meeting the requirements of ASTM D3034 SDR35, D2241 or D3034 SDR26, DF679, SDR35, or F794

2. **Force Mains.** Provide PVC pipe for force mains meeting or exceeding the requirements of AWWA C-900 Use ductile-iron (Class 50) fittings for force main pipes

3. **Water Main Crossings.** If constructing gravity or force main sewers in the vicinity of water mains, meet the requirements of the "Rules and Regulations for Public Water Systems" adopted in 1992 by the Texas Water Commission (now the Texas Commission on Environmental Quality)

For PVC pipe, use steel casing meeting the requirements of Section 2 E , "Steel Casing Pipe," of this specification

Use lubricant for assembly that has no detrimental effects to the gasket or pipe and is of the type recommended by the pipe manufacturer.

Furnish a manufacturer's certification that the pipe and fittings being furnished on the project meet the requirements of this specification. Written approval from the Engineer in charge must accompany this certification to the project site, before installing the pipe and fittings

Provide pipe and fittings that are free from defects which, in the judgment of the Engineer, would hinder their ability to function as planned

C. Ductile-Iron Pipe and Fittings. Provide ductile-iron pipe that meets the requirements of ANSI A21 51 (AWWA C151) Class 52 Furnish pipe nominal 18 ft or 20 ft lengths.

Provide fittings for use with ductile-iron pipe that meet the requirements of ANSI Standard A21 10 (AWWA C110) Design the fittings for a minimum working pressure of 150 psi

Provide joints for ductile-iron pipe of the "push-on" type in accordance with the requirements of ANSI Standard A21 11 (AWWA C151), ANSI A21 15 Flanged End.

D. Centrifugally Cast Fiberglass Pipe and Fittings. Provide centrifugally cast fiberglass pipe in accordance with the requirements of ASTM D3262 and ASTM D3681 Ensure the actual outside diameter of the pipe is in accordance with Table 3 of ASTM D3754 The standard pipe length is approximately 20 ft

For the reinforcing glass fibers used to manufacture the components, use commercial grade glass filaments with binder and sizing compatible with impregnating resins

Silica sand or other suitable materials may be used for fillers

If resin additives, such as pigments, dyes, and other coloring agents are used, ensure they are not detrimental to the performance of the pipe and they will not impair visual inspection of the finished product

Provide gaskets supplied in accordance with ASTM 477, and that are suitable for the service intended

Provide flanges, elbows, reducers, tees, and other fittings capable of withstanding operating conditions when installed. They may be contact-molded or manufactured from metered sections of pipe joined by glass fiber reinforced overlays

Use a stiffness class of centrifugally cast fiberglass pipe that satisfies design requirements under ASTM D3262, but that is not less than 46 psi when used in direct-bury operation or 36 psi when installed in a tunnel liner

Provide centrifugally cast fiberglass pipe with an internal liner resin for service in sewer pipe that is resistant to exposure to sulfuric acid in accordance with ASTM D3681

Supply pipe manufactured by the centrifugal casting process. An acceptable manufacturer is Hobas Pipe, USA, Inc or approved equal

Provide a manufacturer's certification that the pipe and fittings furnished on the project meet the requirements of this specification. Written approval from the Engineer in charge must accompany this certification to the project site, before installing the pipe and fittings

Furnish pipe and fittings that are free from defects which, in the judgment of the Engineer, would hinder their ability to function as planned

E. **Steel Casing Pipe.** Provide minimum wall thicknesses in accordance with those shown in Table 1 for HS-20 live loads and depths of bury of up to 16 ft

Supply the pipe in lengths, of at least 16 ft and at most 40 ft , unless otherwise shown on the plans Bevel the ends of the pipe for field butt welding Provide welder qualification in accordance with AWWA C206

Table 1
Casing Pipe

Casing Pipe Size (in)	Outside Diameter (in.)	Min. Wall Thickness (in.)	Approx. Weight Uncoated (lb./ft.)
6	6 625	0 219	14 97
8	8 625	0 219	19 64
10	10 750	0 219	24 60
12	12 750	0 219	29 28
14	14 000	0 219	32 00
16	16 000	0 219	36 86
20	20 000	0 250	52 73
24	24 000	0 250	63 41
30	30 000	0 250	79 43
36	36 000	0 250	95 45
42	42 000	0 250	111 50

Furnish steel casing pipe coated with coal-tar enamel externally and with polyamide epoxy internally

1. **Steel Pipe Fittings.** For steel pipe fittings, 4-in through 42-in , provide factory forged fittings unless otherwise shown on the plans Use a wall thickness equal to or greater than the pipe to which the fitting is being welded Bevel the ends of the fitting for field butt welding

   Provide long radius bends unless otherwise shown on the plans

2. **Steel Pipe Flanges for Valves and Fittings.** Where shown on the plans, provide steel pipe flanges in accordance with AWWA Standard C207 for Class D flanges (same diameter and drilling as Class 125 cast-iron flanges ASA B16 1)

F. **Plastic Liner for Concrete Pipes.** Furnish plastic liner sheets, joint, corner, and weld strips, manufactured from a thermoplastic polymer compounded to make a permanently flexible material suitable for use as protective liner in pipe or other structures Ensure polyvinyl chloride resin constitutes not less than 99% by weight of the resin used in the formulation Co-polymer resins are not permitted

Any time during the manufacture or before the final acceptance of the work, the Engineer may sample specimens taken from sheets, strips, or welded joints for testing

Changes in formulation will be permitted only after the manufacturer demonstrates to the satisfaction of the Engineer that the new plastic liner meets or exceeds requirements for chemical resistance and physical properties

Furnish the plastic liner as manufactured by Ameron T-Lok, Poly-Tee, Inc., or approved equal

Provide plastic liner sheets including locking extensions, joints, corners, and welding strips that are free of cracks, cleavages, or other defects adversely affecting the protective characteristics of the material

G. **Polyethylene Liner for Ductile-Iron Pipe.** Furnish pipe internally lined with virgin polyethylene in accordance with the requirements of ASTM D1248, compounded with inert fillers and carbon black to resist ultraviolet light degradation during storage

1. Heat-bond the liner to the interior of the pipe and fittings over a blast cleaned surface as recommended by the manufacturer or SSPC-SP6

2. Provide a nominal liner thickness of 40 to 50 mils with a minimum thickness of 35 mils and covering surfaces exposed to sanitary sewage

3. Test for voids and holidays in accordance with ASTM G62, Method B and provide a manufacturer's certification

4. Furnish Polyline liner pipe manufactured by U S. Pipe and Foundry Company, Polybond by American Cast Iron Pipe Company, or an approved equal

   Apply a polamide epoxy prime coat to the exterior and ensure the outside asphaltic coating is in accordance with ANSI A21 10, ANSI A21 15, ANSI A21 51, or AWWA C-218 for pipe and fittings in open cut excavation and in casings

   Use polyurethane coating for the exterior conforming to the requirements of the approved manufacturer, CORROPIPE II – TX, Madison Chemical Industries, Inc , for polyurethane coatings on steel or ductile-iron pipe, or an approved equal

H. **Polyethylene Film Wrap.**

1. **General.** Except where noted on the plans, use polyethylene film or tape as a wrap to protect ductile-iron pipe and fittings only in open ditch placements Use polyethylene film conforming to the requirements of this specification.

2. **Film.** For polyethylene film, use virgin polyethylene in accordance with ASTM D1248 and AWWA C105, Type I, Class C, Category 5, Grade J-3, 2 5 to 3 0% carbon black content Unless otherwise specified on the plans, use film 8 mils thick and with a minimum tensile strength of 1200 to 2500 psi with elongation up to 600% Also, ensure the dielectric strength is 800 volts per mil of thickness. Furnish the file either in tubular form or in sheet form. Furnish film supplied in tubular form in the minimum widths shown in Table 3.

Table 3
Minimum Width of Film Tube (when laying flat)

Nominal Pipe Size (in.)	Push-On Joint Flat Tube Width (in.)
4	20
6	20
8	24
10	27

Nominal Pipe Size (in.)	Push-On Joint Flat Tube Width (in)
12	30
14	34
16	37
18	41
20	45
24	54

Furnish film supplied in sheet form in a width equal to twice that shown for tube widths

3. **Polyethylene Tape.** For the tape used to tape film edges and overlaps, use a 3-in wide plastic backed adhesive tape Use Poleocene No 900, Scotch Wrap No 50, or approved equal

I. **Concrete.** Unless otherwise shown on the plans, for concrete other than materials for pipe, use Class "A" concrete in accordance with the materials requirements of Item 420, "Concrete Structures," and Item 421, "Hydraulic Cement Concrete "

J. **Cement Stabilized Sand.** Use cement stabilized sand backfill containing a minimum of 7% cement, per cubic yard of material, based on the dry weight of the aggregate in accordance with Test Method TEX-120-E The materials consist of aggregate, hydraulic cement, and water Use cement and water in accordance with the materials requirements of Item 421, "Hydraulic Cement Concrete " Furnish sand, free from deleterious matter, with a Plasticity Index not greater than 6 when tested by Test Method TEX-106-E

K. **Backfill and Bedding Materials.** Unless otherwise specified on the plans, furnish sand for bedding of the sanitary sewer that is free from clay lumps, organic material, and other deleterious substances Use sand that, when tested in accordance with Test Method TEX-106-E, has a plasticity index not greater than 7, a maximum liquid limit of 25, and not more than 40% passes the No 200 sieve

Use earth or native soil backfill consisting of soil containing no deleterious material including trash, wood fragments, organics, or other objectionable material Furnish the material from either the material removed from the excavation or offsite sources The material may consist of soil classified by the Unified Soil Classification System (USCS) as CH, CL, SC, SP, SM, SW, or GC Use earth backfill meeting the compaction requirements of this specification and which does not cause any settlement

L. **Manholes.** Use materials for manholes in accordance with the materials requirements of Item 465, "Manholes and Inlets" and as shown on the plans, except that brick is not allowed Use fiberglass manholes if shown on the plans

If specified, furnish prefabricated fiberglass manholes conforming to the shape, size, dimension, and details shown on the plans. Unless otherwise shown on the plans, use manhole sections in accordance with ASTM D3753 Acceptable manufacturers Fiberglass Manholes Manufactured By Owens/Corning, L F Manufacturing, Inc , or an approved equal

Stencil the date of manufacture and name or trademark of the manufacturer in 1-in high letters on the inside of the barrel

Unless a larger size is specified, use a 48-in diameter barrel for fiberglass manholes Construct wall sections of the appropriate thickness for the depth of manhole as specified in ASTM D3753, but not less than 0 48 in. thick

Provide a fabricated reducer, bonded at the factory to form a single continuous unit at the top of the manhole barrel to accept concrete grade rings and cast-iron frame and cover. For the reducer, use an acceptable design with enough strength to safely support HS-20 loading

For the manhole base, use a minimum 12-in (under the invert) precast concrete base Coat precast concrete base sections with Thanecoat TC300 or approved equal, as recommended by the manufacturer

M. Rings and Covers. Use materials for rings and covers in accordance with the material requirements of Item 471, "Frames, Grates, Rings, and Covers " Use covers and rings conforming to the shapes and dimensions shown on the plans and marked with the wording and logos shown on the plans

N. Reinforcing Steel. Furnish and place reinforcing steel in accordance with the material requirements of Item 440, "Reinforcing Steel "

O. Mortar. Furnish mortar composed of one part cement, two parts finely graded clean sand, and enough water to make the mixture plastic When required by the Engineer, add a latex adhesive to the mortar Use latex adhesive in accordance with the requirements of Departmental Material Specifications DMS-8110 Hydrated lime ASTM C207, Type S or lime putty may be added to the mix up to a maximum of 10% by weight of the total dry mix

P. Adjusting Manholes. Furnish materials for adjusting manholes in accordance with the materials requirements of Item 479, "Adjusting Manholes and Inlets," and as shown on the plans

Q. Nonmetallic Pipe Detection. If installing nonmetallic pipe longitudinally underground, a method of detecting the location of the nonmetallic pipe is required The specific method used is shown on the plans or as approved This system may involve installing some components in the trench around the pipe which are detectable by a metal detector Alternately, the system may involve some locating equipment capable of creating a non-destructive pressure wave which can be detected above ground using a portable detection device with both audible and visual indicators Ensure either system of detection is capable of accurately locating to a maximum depth of 3 ft. over the areas shown on the plans

Ensure the selected system is capable of locating lines under earth, concrete, and asphalt surfaces Use equipment, materials, and installation as specified by the manufacturer

3. Construction.

A. **Excavating and Backfilling.** Excavate and backfill as required to complete the work as outlined in this specification, in accordance with construction requirements of Item 400, "Excavation and Backfill for Structures," and as shown on the plans

Construct sewer lines in open cut trenches with vertical sides, except in those locations where the pipe is to be jacked, bored, tunneled, or augered

Sheath and brace trenches to the extent necessary to maintain the sides of the trench in a vertical position throughout the construction period. Protect excavation greater than 5 ft in depth as required in accordance with Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring "

Always open and excavate the trench to the finished grade for a minimum distance of 50 ft in advance of the previously placed joint of pipe. To allow for possible adjustment of alignment and grade, positively locate existing sewer lines which will connect to the sewer under construction, well in advance of making those connections

Construct sanitary sewers in dry trenches Perform additional work as necessary, such as dewatering or well-pointing, placing additional sheathing, or placing a concrete seal in the bottom of the trench, to accomplish this objective. This work, if necessary, is incidental to the pertinent bid items

If it is necessary to excavate trenches adjacent to improved property, take necessary precautions to prevent damaging or impairing that property If it is necessary to disturb grass, shrubs, driveways, etc , restore such improvements to their original condition

1. **Existing Streets.** Unless otherwise shown on the plans, open cut existing streets

   If sanitary sewer construction requires cutting through existing streets outside the limits of new street construction, replace them in kind in conformance with the pertinent specifications in the plans or as directed by the Engineer

   Cut-back the existing pavement a minimum of 1 ft on each side of the sanitary sewer trench before replacing concrete and asphalt paving An additional width may be required for unstable conditions

   If, in the opinion of the Engineer, a single lane closure is insufficient to maintain traffic across a trench, construct temporary access as necessary to safely maintain the traffic flow

   If the proposed sanitary sewer parallels the edge of an existing permanent pavement (i e , concrete pavement, concrete base with asphalt surface, etc) and is 3 ft or less from the edge of that pavement, protect the trench with timber sheathing and bracing. Leave the bracing in place at intervals of 5 ft. maximum, for the duration of the excavation

   Keep the street surface adjacent to the trench free of spoil Place construction materials at locations that will minimize interference with the traveling public

   A maximum of 2 street intersections may be closed at any time, unless otherwise authorized by the Engineer in writing

2. **Cutting and Restoring Pavement.** If installing sewers in streets or other paved areas, the work includes saw cutting the pavement and asphalt stabilized base (if any), removing the foundation base to neat lines, and replacing these materials after sewer excavation and backfill are complete The type and thickness of replacement materials is shown on the plans. Performing work on or making repairs to damaged base and pavement within the project limits will be measured and paid for under Item 400, "Cutting and Restoring Pavement"

   If excavating in streets or highways, maintain traffic and provide traffic control in accordance with the plans

   When allowed by the construction sequence shown on the plans or when directed, use a "temporary concrete cap" of the depth and class of concrete shown on the plans, or as otherwise directed, instead of a permanent repair

B. **Bedding.** Before laying the pipe, shape the bedding material to conform to the outside diameter of the pipe as shown on the plans Carefully prepare bell holes to fit the bell where using bell and spigot pipe

C. **Laying Pipe.**

1. **General.** Lay sewers in a straight line, so that a light can be seen from one manhole to the other, even for the smaller size sewers Accurately lay the pipe to line and grade, with the spigot end downstream entering the bell of the next joint of pipe Fit pipes and fittings together and match them so they form a sewer with a smooth, watertight, and uniform invert Take measures to provide uniform bearing for the entire length of the pipe

   Install sewer lines meeting the minimum separation distance from any potable water line, as required by the Design Criteria for Sewage Systems, Texas Administrative Code - Chapter 217.53, Appendix E , of the Texas Commission on Environmental Quality Regulations

   Lay pipe to the lines and grades shown on the plans To ensure proper placement, use adequate surveying methods, equipment, and employ personnel competent in the use of this equipment. Unless otherwise approved, the maximum deviation of the pipe from the horizontal and vertical alignment indicated on the plans is 0 10 ft Measure and record the "as-built" horizontal alignment and vertical grade at a maximum of every 50 ft. on the on-site recorded plans

   Submit a mylar set of plans with this "as-built" information to the Engineer for final acceptance

   During pipe laying operations, always keep pipe trenches free of water which might impair pipe laying operations. Ensure holes for bells are of ample size to prevent bells from contacting the subgrade Carefully grade the pipe trenches to provide uniform support along the bottom of the pipe.

   If the pipe laying operations are interrupted for more than 48 hours, cover the pipe laid in the trench simultaneously on each side of the pipe to avoid lateral displacement of the pipe and damage to the joints If adjustment of the position of a

length of pipe is required after it has been laid, remove and re-lay it in accordance with these specifications at no expense to the Department After completing pipe laying and joining operations, clean the inside of the pipe and remove debris

Use caution to prevent damage to the coating or polyethylene film wrap when placing backfill Place backfill in accordance with this specification

Do not place more than 1,000 ft of pipe on publicly used streets ahead of the trench excavating machine Obtain permission, in writing, from the owner or the owner's agent before placing materials or equipment on private property

Regardless of the type of pipe being used, place sand bedding in the bottom of the trench and compact it to a depth of 6 in Carefully grade the bedding and excavate bell holes

Lay pipe with bell ends facing in the direction of laying, unless otherwise directed.

If it is necessary to deflect the pipe to avoid obstructions or to form long-radius curves, do not exceed the deflection limits recommended by the manufacturer If the deflection exceeds the maximum recommended by the manufacturer, remove the entire portion of the deflected pipe section and install new pipe as directed Perform this work at no expense to the Department

The Engineer may measure and assess deflection at any location along the pipe Arithmetical averages of the deflection or similar average measurement methods do not meet the intent of the standard

Adjust the pipe and fittings to be at their proper locations and prepare each joint as specified on the plans and by the Engineer While laying each joint of pipe in the trench, center the spigot end in the bell of the previously laid pipe. Properly seat the pipe and bring it to correct line and grade Ensure each length of pipe rests on the bottom of the trench throughout its entire length

If laying of pipe is discontinued for the day or for an indefinite period, tightly place a cap or plug in the end of the last pipe laid to prevent the intrusion of water When water is excluded from the interior of polyvinyl chloride pipe, place enough backfill on the pipe to prevent floating Schedule the work to prevent the possibility of floatation Remove pipe that has floated from the trench and re-lay it as directed

When PVC pipe is assembled on top of the trench, allow it to cool to ground temperature before backfilling to prevent pull out due to thermal contraction

2. **PVC Pipe and Fittings.** Splicing is not allowed unless the required length of a straight section of pipe exceeds 30 ft The Engineer may waive this requirement to meet special conditions

Use devices required for attaching the pipe to portions of structures or to other types of pipe that are shown on the plans or as approved Install a water stop gasket and clamp at each PVC connection to a manhole

After installing, clean and paint pipe and fittings which are exposed to view in the completed structure, as shown on the plans

3. **Ductile-Iron Pipe and Fittings.** Provide and operate proper and suitable tools and appliances for safely and conveniently handling the pipe and fittings Use caution to prevent damaging the pipe coating. Examine pipe for defects and do not lay pipe that is known to be defective. If any defective pipe is discovered after being laid, remove and replace it with sound pipe at no expense to the Department If the pipe requires cutting, perform it in conformance with the manufacturer's recommendations for pipe 12 in in diameter and smaller Use approved cutting methods for larger pipes Ensure each cut is smooth and at right angles to the axis of the pipe.

4. **Centrifugally Cast Fiberglass Pipe.** Use of stiffening ribs or rings is not permitted Provide a water stop flange (wall pipe) for connection to existing cast-in-place manholes

   If the pipe is cut in the field or the interior lining is disturbed, re-coat the interior with a similar quantity of the liner resin in accordance with this specification

   Do not exceed forces recommended by the manufacturer for coupling pipes If excessive force is required, remove the coupling, determine the source of the problem and correct it

   When jointing the pipe, do not exceed the deflection angle, measured by mandrel, permitted by the manufacturer, unless otherwise directed

   Either affix gaskets to the pipe by means of a suitable adhesive or install them in such a manner to prevent the gasket from rolling out of the pipe's pre-cut groove

D. Manholes. Construct manholes in accordance with Item 465, "Manholes and Inlets" and with the details shown on the plans.

E. Adjusting Manholes. Adjust manholes in accordance with the construction requirements of Item 479, "Adjusting Manholes and Inlets" and as shown on the plans

Elevations of manholes may be raised by using precast concrete rings or metal adjusting rings Elevations of manholes may be lowered by removing existing cast-in-place walls, adjusting rings, or the top section of the barrel below the new elevation and then rebuilding or raising the elevation to the proper height

Salvage and reuse cast-iron frames and covers Protect or block off manhole or inlet bottoms by using wood forms shaped to fit so that no debris or soil falls to the bottom during adjustment

Install a cast-in-place slab at the top of the manhole barrel to receive the cast-iron frame and cover Form concrete slabs a minimum of 6 in thick Set the cast-iron frame for the manhole cover a full mortar bed and adjust it to the established elevation If placing in streets, adjust covers to be flush with the top of the pavement

The following requirements apply for fiberglass manhole adjustments Install concrete grade rings for height adjustment, as required Construct the chimney on the flat shoulder Do not load the manhole except on the load bearing shoulder of the manhole The maximum adjustment height is 18 in

Use a cut length of approved fiberglass reinforced pipe (FRP) to create a finished liner inside the adjustment rings Cut the pipe to fit between the casting and the top of the fiberglass manhole reducer Completely seal the liner pipe to the casting and to the manhole reducer section with sealant as recommended by the manufacturer

Set the cast-iron frame on top of the cone or adjustment rings using approved sealant materials and adjust the elevation of the casting cover to match the pavement surface For manholes in unpaved areas, set the top of the frame a minimum of 6 in above the existing ground line unless otherwise shown on the plans

F. **Service Connections.** If existing service connections are tied into existing sewers which will be abandoned, reconnect such connections to the proposed sewers as shown on the plans or as directed

If sewers are more than 8 ft in depth from the finished grade to the top of the pipe, construct service connections by placing stacks on the sewer line

Construct sewer stacks in accordance with the details shown on the plans If stacks are to be adjusted, make the adjustment as directed

If sewers are 8 ft or less in depth from the finished grade to the top of the pipe, construct service connections by placing wyes or tees in the sewer line at each location and using 1/4 or 1/8 bends where necessary to tie into the existing house sewer lead

For stubouts, use PVC sewer pipe, 4-in through 10-in diameters, in accordance with ASTM D1784 and ASTM 3034 with a cell classification of 12454-B Use a SDR (ratio of diameter to wall thickness) of 26 for pipe 8 in in diameter or less and a SDR of 35 for 10-in diameter and larger pipe

Use gasket-jointed PVC pipe with the gasket in accordance with ASTM D3212

Select the service connection pipe diameter to match the existing service diameter, or as shown in Table 4

Table 4
Sewer and Service Connection Diameters

Sewer Diameter	Service Connection Diameter
8 in or less	4 in
10 in or greater	6 in

Furnish a one-piece prefabricated saddle, made either of polyethylene or PVC, with a neoprene gasket

For connection between a stubout and existing service, use 4-, 6-, or 8-in. diameter Also use Flexible PVC Coupling, Fernco Adapter, or an approved equal

Use 1/2-in stainless steel bands to secure saddles to the liner pipe and the couplings to the service line

Reconnect service connections, including those to unoccupied or abandoned buildings or to vacant lots, unless otherwise directed

Include reconnected services on as-built plans Record the exact distance from each service connection to the nearest downstream manhole

Test the service connection before backfilling Backfill in accordance with this specification and details as shown on the plans

G. Jacking, Boring, or Tunneling Pipe.

1. **General.** Perform jacking, boring, or tunneling for sanitary sewers at the locations shown on the plans

   Unless otherwise shown on the plans, provide casing pipe in accordance with the requirements of Section 2 E , "Steel Casing Pipe," of this specification

2. **Jacking.** Perform jacking in accordance with the requirements of Section 476 3 A , "Jacking," of Item 476, "Jacking, Boring, or Tunneling Pipe or Box "

3. **Boring.** Perform boring in accordance with the requirements of Section 476 3 B , "Boring," of Item 476, "Jacking, Boring, or Tunneling Pipe or Box "

4. **Tunneling.** Perform tunneling in accordance with the requirements of Section 476 3 C , "Tunneling," of Item 476, "Jacking, Boring, or Tunneling Pipe or Box "

H. Handling of Pipe and Accessories.

1. **General.** Unload pipe, fittings, and accessories at the point of delivery and haul to the site of the project Distribute the material opposite or near to the place where it will be laid in the trench Do not drop the materials. Do not skid or roll pipe handled on skidways against pipe already on the ground

   Load, transport, unload, and otherwise handle pipe and fittings in a manner and by methods which will prevent damage to them Handle and transport pipe with equipment designed, constructed, and arranged to prevent damage to the pipe, lining, and coating Bare chains, hooks, metal bars, or narrow skids or cradles are not permitted to come in contact with the coatings. Ensure spiders are installed by the manufacturer at joint ends of fittings

   Hoist pipe from the trench side into the trench by using a sling of smooth steel cable, canvas, leather, nylon, or similar material

   During pipe construction operations, always use caution to prevent injury to the pipe, protective linings, and coatings

   If stacking pipe, package it on timbers Place protective pads under the banding straps at the time of packaging

If fork trucks are used to relocate pipe, pad the forks using carpet or some other suitable type of material When relocating pipe using a crane or backhoe, use nylon straps, not chains or cables around the pipe for lifting

Do not lift pipe using hooks at each end of the pipe

Repair or replace damage to the pipe or the protective lining and coating from any cause during the installation of the pipeline and before final acceptance by the purchaser, at the expense of the laying Contractor, and in conformance with the applicable standards and as directed

2. **Cleaning of Pipe and Accessories.** Remove lumps, blisters, and excess coating from the bell and spigot ends of ductile-iron pipe and fittings Wire brush the outside of the spigot and the inside of the bell and wipe clean, dry, and free from oil and grease before laying the pipe

   Remove foreign matter or dirt from the interior of sanitary sewer pipe and accessories and from the mating surfaces of the joints before lowering the material into the trench. During and after laying by approved means, keep the pipe and accessories clean

   Use cleaning solutions, detergents, solvents, etc with caution when cleaning PVC pipe

I. **Abandoning Sanitary Sewers.** Where plans call for abandoning sanitary sewers, adhere to the following general procedure

After the replacement main is constructed, tested and released, and after services are transferred to the replacement line, locate the line to be abandoned and trace it back to the feeder line and at this point cut, plug, and abandon it Grout and/or flush the pipe and remove effluents as required by the utility accommodation guidelines shown in the TxDOT Utility Manual

J. **Removing Sanitary Sewers, Casing, Force Main, and Manholes.** Remove sanitary sewers, casing, force mains, and manholes in accordance with Item 100, "Preparing Right of Way" or as shown on the plans. This work includes removing and disposing of the pipe and appurtenances as shown on the plans or as directed Excavation and backfill, as required, are incidental to this Item.

K. **Joining Pipe and Accessories.**

1. **General.** After thoroughly cleaning the inside of the bell and the outside of the spigot, install members in conformance with the manufacturer's recommendation

   Mark pipe and accessories that are not furnished with a depth mark before assembling to assure that the spigot end is inserted to the full depth of the joint

2. **Polyvinyl Chloride Pipe and Accessories.** Join plastic pipe in conformance with the instructions furnished by the manufacturer Do not handle or install pipe joined using solvent cementing techniques, in the trench until after the joints are sufficiently "cured" to prevent weakening the joint

Use lubrication for rubber-jacketed joints that is water soluble, non-toxic, non-supporting of bacteria growth, and has no deteriorating effect on PVC or the rubber gaskets

3. **Ductile-Iron Pipe.** Except as noted on the plans, wrap the ductile-iron pipe (including fittings and other appurtenances) with a polyethylene film wrap material

4. **Centrifugally Cast Fiberglass Pipe.** Unless otherwise shown on the plans, field connect pipe with fiberglass sleeve couplings that use elastomeric sealing gaskets as the sole means to maintain joint watertightness Ensure the joints meet the performance requirements of ASTM D4161

5. **Diversion Pumping.** Provide continuous sanitary sewer service to users of the sewer system during construction and maintenance operations, by diverting the flow around such areas Maintain sewer flow to prevent backup or overflow onto streets, yards, and unpaved areas or into buildings, adjacent ditches, storm sewers, and waterways Do not divert sewage outside of the sanitary sewer system. During pump operation, provide an experienced operator on site to monitor operation, adjust pumps, perform minor repairs to the system, and report problems

L. **Installing the Nonmetallic Pipe Detection System.** Install the nonmetallic pipe detection system concurrently with placing the proposed pipe Install this system as specified by the manufacturer and as approved

4. **Testing Sanitary Sewers for Leakage.**

A. **Basic Requirements.** Ensure sewers, when tested in accordance with this Item do not show leakage of more than 50 gallons per 24 hours per inch of inside diameter, per mile of sewer

B. **General.** Conduct testing under the supervision of the Engineer. It is the Engineer's option to conduct tests by either the infiltration method or the exfiltration method On sewers larger than 24 in in diameter, the tests may consist of visual inspection inside the sewer to locate leaks The visual inspection method will be used for monolithic sewers. Where the section of sewer to be tested is entirely below the ground water table that will provide the required test head, the test will be made by the infiltration method

Test the first section of each size or type of sewer laid on the job that is 300 ft or greater in length, installed by each crew, to determine the adequacy of the materials and methods used and the proficiency of the crew Backfill this section to a minimum of 18 in. above the top of the pipe and test it within 5 working days or as directed by the Engineer If this initial section fails to meet the requirements of the test, make changes in methods, materials, and crew as necessary to correct the deficiency It is the Engineer's option to require the Contractor to test any or all of the remaining sections of the sewer

Completely backfill sewers, other than the first section described above, except at the stacks, before testing It is the Contractor's option to make preliminary tests with a minimum of 18 in. of backfill over the pipe to determine if any need for repairs in the

sewer is indicated Such preliminary tests are entirely for the Contractor's information and will not be accepted in lieu of final tests.

Unless notified that the test will be made by the infiltration method, leave the tops of the stacks exposed and unplugged until after performing the leak test Temporarily extend upward, stacks which may terminate below the test level by installing an additional length of pipe in the top

Notify the Engineer at least 24 hours in advance of performing the tests.

If the bottom of the trench is below the ground water level, provide suitable means at each manhole for readily determining the ground water level until testing is completed or waived by the Engineer This may, as an example, consist of a pipe not less than 3 in in diameter, plugged at the bottom and perforated for at least the lower 3 ft , with the perforations wrapped with at least two thicknesses of burlap, set in the trench before backfilling. Remove such pipes or cut them off at least 2 ft below the ground after testing is completed or waived by the Engineer Before removing, protect the pipes against damage and exclude earth or other material from them

It is the Engineer's option, to vary the procedures described below under "infiltration test" and "exfiltration test" provided the methods used give an accurate measurement of the leakage occurring at the water levels specified.

C. Testing Procedures (Gravity System).

1. **Infiltration Test.** This test may be used where the ground water level rises to a plane that provides a test head not less than that specified for exfiltration tests Stop all pumps and allow the ground water to return to its normal level (at least the elevation as indicated above) and allow it to remain so for at least 24 hours (the pipe will be filled with water to the overflow depth) and ensure leakage flows at a uniform rate through the opening in the plug in the downstream end of the section of sewer being tested before starting the test. Determine leakage by measuring the flow through the opening in the downstream plug during a given time Perform 5 separate measurements over a 2-hour period Use the average of the measurements, discarding any 1 of the 5 measurements, except the last, that varies by more than 50% from the average of the other 4 If the results of the test are otherwise satisfactory, but the last of the 5 measurements shows leakage in excess of that permitted, continue the tests to determine if additional leaks have developed during testing

2. **Exfiltration Test.** It is the Contractor's option to keep the pipe full of water for 24 hours before the test to permit absorption by the pipe. If the Contractor wishes to fill the pipe, notify the Engineer by the time backfill is completed. The Engineer will then give notice at least 48 hours before the test will be made to allow time for filling and soaking the pipe

   Supply plugs for this purpose At least 2 hours before the test starts, bleed off the water to below the level of the top of the pipe at its lower end and allow it to remain so until the water level remains static at this level or continues to fall Perform the test in the following manner

Insert a watertight plug equipped with a pipe riser and brace it in the inlet opening of the downstream manhole. Insert and brace a similar plug, equipped with a suitable vent pipe that will permit the air to escape in the pipe at its upper end, in the outlet opening of the upstream manhole

Fill the sewer and risers with water up to a level that is either 2-1/2 ft above the highest point in the sewer pipe, service connection, or groundwater table, whichever is highest, plus the vertical distance from the invert of the sewer at its lower end up to the level of the ground water, where such ground water exists above the invert of the sewer

Fill the sewer with water as a continuous operation as rapidly as the supply will permit Complete this filling in not less than 2 hours for sewers 12 in in diameter or smaller, in not less than 3 hours for sewers 15 in through 24 in in diameter, and in not less than 4 hours for larger sewers Over a one-hour period, measure the leakage during the test period by adding measured quantities of water to maintain the water level in the test structure The quantity of water added to maintain the initial water level is the amount of leakage

Test criteria and allowable leakage for exfiltration and infiltration tests are shown in Table 5

Table 5
Test Criteria Tables for Exfiltration and Infiltration Water Tests

Diameter of Riser or Stack [1] (in.)	Volume per Inch of Depth (cu. in.)	(gal.)	Allowable Leakage [2] Pipe Size in Inches	Gallons/Minute Per 100 ft
1	0 7854	0 0034	6	0 0039
2	3 1416	0 0136	8	0 0053
2 5	4 9087	0 0212	10	0 0066
3	7 0686	0 0306	12	0 0079
4	12 5664	0 0306	15	0 0099
5	19 6350	0 0544	18	0 0118
6	28 2743	0 1224	21	0 0138
8	50 2655	0 2176	24	0 0158
			27	0 0177
			30	0 0197
			36	0 0237
			42	0 0276

1 For other diameters, multiply the square of diameter, by the value for 1 in diameter

2 Equivalent to 50 gallons per inch of inside diameter per mile in 24 hours

3. **Low Pressure Air Test.** For sanitary sewers of less than 36-in. average inside diameters, conduct testing in sections less than 300 ft long For shorter runs, conduct the low pressure air test from manhole to manhole Test 36-in and larger sewer mains, every two runs of pipe with one pipe joint connection in between

   Perform the low pressure air test in accordance with ASTM C828 and ASTM C924, using holding times not less than those listed in Tables 6, 7, and 8

Low Pressure Air Test

Note 1 Tables are based on the following equation.

$$T = 0\ 0850(D)(K)/(Q)$$

Where:

T = Time for pressure to drop 1 0 pound per square inch gauge (psig), in seconds

K = 0 000419(D)(L), but not less than 1 0

D = Average inside diameter, in inches

L = Length of line of the same pipe size being tested, in feet

Q = Rate of loss = 0 0015 Cubic feet/min /sq ft. of internal surface area

Note 2 Add 1.0 psig for each 2.3 ft of water above the highest point in the sewer

Note 3 When two sizes of pipe are involved, compute the time by using the ratio of the lengths involved For example, using 400 ft of 10-in pipe and 200 ft of 6-in. pipe

$$\text{Time} = \frac{\text{Length}_1 \times \text{Time}_1 + \text{Length}_2 \times \text{Time}_2}{\text{Length}_1 + \text{Length}_2}$$

$$= \frac{400 \times 15.50 + 200 \times 5\ 40}{400 + 200} = \frac{400 \times 950 + 200 \times 340}{400 + 200}$$

$$= 747 \text{ Seconds} = 12.27 \text{ min sec}$$

Table 6
Time Allowed for Pressure Loss from 3.5 psig to 2.5 psig

Pipe Diameter (in.)	Minimum Time (min:sec)	Length for Minimum Time (ft.)	Time for Longer Length (sec)	Specification Time for Length (L) Shown in (min:sec)				
				100 ft.	150 ft.	200 ft.	250 ft.	300 ft.
6	5 40	398	0 8548	5 40	5 40	5 40	5 40	5 40
8	7 33	298	1 5196	7 33	7 33	7 33	7 33	7 36
10	9 27	239	2 3743	9 27	9 27	9 27	9 54	11 52
12	11 20	199	3 4190	11 20	11 20	11 20	14 15	17 06
15	14 10	159	5 3423	14 10	14 10	17 48	22 16	26 43
18	17 00	133	7 6928	17 00	19 14	25 39	32 03	38 28
21	19 50	114	10 4708	19 50	26 11	34 54	43 38	52 21
24	22 40	99	13 6762	22 48	34 11	45 35	56 59	68 23
27	25 30	88	17 3089	28 51	43 16	57 42	72 07	68 33
30	28 20	80	21 3690	35 37	53 25	71 14	89 02	106 51
33	31 10	72	25 8565	43 06	64 38	86 11	107 44	129 17

Table 7
Time Allowed for Pressure Loss from 3.5 psig to 2.5 psig

Pipe Diameter (in)	Minimum Time (min:sec)	Length for Minimum Time (ft.)	Time for Longer Length (sec)	Specification Time for Length (L) Shown in (min:sec)			
				350 ft.	400 ft.	450 ft.	500 ft
6	5 40	398	0 8548	5 40	5 42	6 25	7 07
8	7 33	298	1 5196	8 52	10 08	11 24	12 40
10	9 27	239	2 3743	13 51	15 50	17 48	19 47
12	11 20	199	3 4190	19 57	22 48	25 39	28 30
15	14 10	159	5 3423	31 10	35 37	40 04	44 31
18	17 00	133	7 6928	44.52	51 17	57 42	64 06
21	19 50	114	10 4708	61 05	69 48	78 32	87 15
24	22 40	99	13 6762	79 47	91 10	102 34	113 58
27	25 30	88	17 3089	100 58	115 24	129 49	144 14
30	28 20	80	21 3690	124 39	142 28	160 16	178 05
33	31 10	72	25 8565	150 50	172 23	193 55	215 28

Table 8
Time Allowed for Pressure Loss from 3 5 psig to 2 5 psig

Pipe Diameter (in.)	Minimum Time (min:sec)	Length for Minimum Time (ft.)	Time for Longer Length (sec)	Specification Time for Length (L) Shown in (min:sec)	
				550 ft	600 ft.
6	5 40	398	0 8548	7 50	8 33
8	7 33	298	1 5196	13 56	15 12
10	9 27	239	2 3743	21 46	23 45
12	11 20	199	3 4190	31 20	34 11
15	14 10	159	5 3423	48 58	53 25
18	17 00	133	7 6928	70 31	76 56
21	19 50	114	10 4708	95 59	104 42
24	22 40	99	13 6762	125 22	136 46
27	25 30	88	17 3089	158 40	173 05
30	28 20	80	21 3690	195 53	213 41
33	31 10	72	25 8565	237 01	258 34

4. Leakage Testing for Manholes.

a. After completing manhole construction, wall sealing, or rehabilitation, but before backfilling, test manholes for watertightness using hydrostatic or vacuum testing procedures as described below

b. Plug influent and effluent lines, including service lines, with suitably-sized pneumatic or mechanical plugs. Use plugs that are properly rated for the pressures required for the test Adhere to the manufacturer's safety and installation recommendations. Place plugs a minimum of 6 in outside of manhole walls Brace the inverts to prevent lines from dislodging if lines entering the manhole have not been backfilled.

c. Vacuum Testing.

(1) Install the vacuum tester head assembly at the top access point of the manhole and adjust it for a proper seal on the straight top section of the manhole structure Following the manufacturer's instructions and safety precautions, inflate the sealing element to the recommended maximum inflation pressure Do not over-inflate the sealing element.

(2) Evacuate the manhole with a vacuum pump to 10 in of mercury (Hg) then disconnect the pump and monitor the vacuum for the time period specified in the Table 9

Table 9
Vacuum Test Time Table

Depth in Feet	Time in Seconds, by Pipe Diameter		
	48 in.	60 in.	72 in.
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
See Note	5 0	6 5	8 0

Note
Add T times for each additional 2-ft depth
(The values listed above have been extrapolated from ASTM C924-85)

(3) If the drop in vacuum exceeds 1 in of mercury (Hg) over the specified time period tabulated above, locate the leaks, complete repairs necessary to seal the manhole, and repeat the test procedure until satisfactory results are obtained.

5. **Hydrostatic Exfiltration Testing.**

(1) Perform hydrostatic exfiltration testing as follows seal the wastewater lines entering the manhole with an internal pipe plug, then fill the manhole with water, and maintain it full for at least one hour The maximum leakage allowed for hydrostatic testing is 0 025 gallons per foot diameter per foot of manhole depth per hour

(2) If the water loss exceeds the amount tabulated above, locate the leaks, complete repairs necessary to seal the manhole, and repeat the test procedure until satisfactory results are obtained

D. **Testing Procedures (Pressure or Force Main System).** After each section of force main is completed and can be isolated so high pressure cannot force test water into the operating system, hydrostatically test it Perform such testing in accordance with Section 4 of AWWA C-600-77, as modified below

1. First, flush the test section with open bleeds with the flow controlled at the feed from the operating system so that the flushing pressure is always well below that of the operating system

2. Momentarily pressurize the pipe to 160 psi as a "burst" test Conduct the leak test at a pressure of 140 psi

3. Pipe installations exceeding the leakage determined by the following formula will not be accepted·

$$L = \frac{(S)\,(D)\,(P)^{0.5}}{133{,}200}$$

in which (L) is the allowable leakage, in gallons per hour, (S) is the length of pipe in feet, (D) is the nominal inside diameter of the pipe in inches, and (P) is the average test pressure during leakage test, in pounds per square inch gauge

4. After removing temporary inserts installed for hydrostatic testing, and before backfilling, leave the replacement piping exposed for visual inspection for leakage under normal pressure (after disinfection)

E. **Deflection Test of Thermoplastic Pipe (PVC, etc.).** Thirty days after backfilling, test flexible pipe (PVC, etc) lines for deflection by pulling a mandrel or an approved deflectometer through the line Perform mandrel testing in accordance with ASTM D3034 or F794 Remove and reinstall sections indicating 5% deflection or more, the retest for leakage and deflection Mandrel testing is not required for stubs

E. **Defective Sewers.** Remove sections of the sewer that show leakage exceeding that which is permitted by these specifications and re-lay them or otherwise make good by repairing using approved methods and materials Perform permanent type repairs Repair individual leaks that may appear whether or not the overall section meets the leakage requirements Individual leaks will ordinarily be revealed by looking through the sewer with a light when the ground water level is over the sewer, or immediately after water from exfiltration tests is emptied from the sewer. Settlement in the backfill during exfiltration tests will be taken as an indication of leakage in the sewer.

G. **Retests.** After completing repairs, retest for leakage those sewers which failed to meet the requirements of the leak test

H. **Responsibilities of the Contractor.** Conduct tests and supply labor, materials, and equipment required to perform the tests described in this specification

5. **Measurement.** This Item will be measured as follows

A. **Sanitary Sewers** will be measured by the foot, of sanitary sewer specified, complete in place, tested, and accepted by the Engineer. Sanitary sewer will be measured longitudinally along the centerline of the sewer between the inside faces of the manholes.

If the installation involves a connection to an existing sewer line, the measurement will be made from the end of the existing sewer line to the inside face of the manhole on the work being measured

Sanitary sewer pipe will be measured as described above and classified as sanitary sewers for the purposes of payment

Wyes, tees, and bends are incidental to this Item, but will be included in the measurement for payment of pipe sewer main in which they are installed. Plugs are subsidiary to the pertinent bid items

B. **Steel Casing** will be measured by the foot installed by the open cut method complete in place and accepted by the Engineer Steel casing will be measured longitudinally along the centerline of the casing pipe. The conditions, etc , regarding the measurement of sanitary sewers stated under Section 5.A above also apply to casing pipe

C. **Manholes** will be measured as each manhole complete in place

D. **Adjusting Manholes** will be measured as each manhole adjusted

E. **Jacking, Boring, or Tunneling** for sanitary sewers and steel casing will be measured by the foot of sanitary sewer or steel casing jacked, bored, or tunneled

F. **Service Connections** will be measured as each complete disconnection (abandoned connection) or reconnection of the material, type, diameter, and depth range (0 to 10 ft , 10-15 ft , or greater than 15 ft) specified for each sanitary sewer service The depth will be measured from the natural ground level to the flow line of the sanitary sewer main at the point of reconnection, for the Contractor's information only. One or more connections discharging into a common point will be considered as one service connection

G. **Abandoning Sanitary Sewers** will be measured as each unit abandoned

H. **Cutting and Restoring Pavement** will be measured by the square yard

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit prices bid for the items described below These prices are full compensation for furnishing materials and their preparation, for excavation and backfill, for preparation, shaping, and fine grading the bottom of the trench, for cutting and restoring existing pavement; for hauling, placing, and joining of pipes and fittings, for constructing stacks and manholes; and for other items of materials, labor, equipment, tools, and incidentals

A. Payment for sanitary sewers will be made at the unit price bid for "Sanitary Sewers" of the various sizes, types, and thickness (if applicable) specified Plastic liner is required for concrete pipe interior surfaces and is subsidiary to this bid Item An internal liner resin is required for centrifugally cast fiberglass pipe and is subsidiary to this bid Item.

Unless otherwise specified on the plans or this specification, excavation, disposing of unsuitable excavated material, backfilling, and the material used for backfill for the complete installation of the sanitary sewer system are subsidiary to and included in the unit price bid for the pipe and any structure for which payment is required.

Fittings, including necessary concrete blocking, pipe clamps, nipples, pipe coatings, lubricants, etc., are subsidiary to the sanitary sewer mains in which they are installed If additional fittings are required due to plan changes or alterations in line or grade, they will be subsidiary to the sanitary sewer lines in which they are installed

B. Payment for steel casing will be made at the unit price bid for "Casing (Steel)(Sanitary Sewer)" of the various sizes specified, installed by the open cut method

C. Payment for manholes will be made at the unit price bid for "Manholes (Sanitary Sewer)" of the various types specified Rings, covers, and steps are subsidiary to this bid Item

D. Payment for each manhole adjusted will be made at the unit price bid for "Adjusting Manholes (Sanitary Sewer) " The excavation and backfill required are subsidiary to this bid Item

E. Payment for jacking, boring, or tunneling of sanitary sewer will be made at the unit price bid for "Jacking, Boring, or Tunneling (Sanitary Sewer)" of the various sizes, or as types specified This price includes furnishing the pipe

Payment for jacking, boring, or tunneling steel casing will be made at the unit price bid for "Jacking, Boring, or Tunneling Casing (Steel)(Sanitary Sewer)" of the various sizes and wall thickness specified (applicable only if exceeding minimum thickness shown in Section 2 E , "Steel Casing Pipe," of this specification). This price includes the steel casing

Sanitary sewer placed in the casing will be paid for at the unit price bid for "Sanitary Sewers" as described above.

Excavating, backfilling, backfill material, and disposing of the unsuitable excavated material caused by the jacking, boring, or tunneling of pipe or casing are subsidiary to and included in the unit price bid for the pipe or casing to be jacked, bored, or tunneled

F. Payment for service connections will be made at the unit price bid for "Service Connections (Sanitary Sewer) " This payment includes any sewer stacks required Excavation associated with disconnection or reconnection is subsidiary to this bid Item

No separate payment will be made for an abandoned service connection if the service to be abandoned is within 4 ft of an active connection. Payment for only one abandoned service connection will be allowed when a second abandoned connection is within 4 ft of the first

G. Payment for abandoning sanitary sewer will be made at the unit price bid for "Abandoning Sanitary Sewer" of the sizes specified Excavation required to abandon the sanitary sewer is subsidiary to this bid Item Where grout is required, as shown on the plans, it is subsidiary to this bid Item

H. Payment for cutting and restoring pavement will be made at the unit price bid for "Cutting and Restoring Pavement" of the depths specified Excavation below the pavement and base is subsidiary to this bid Item

Trench excavation protection or temporary special shoring required for trenches which are greater than 5 ft. in depth, and sloping the sides of those trenches to preclude collapse, will be measured and paid for as required by Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring "

Furnishing and placing bedding material is subsidiary to the pertinent bid items

Furnishing and installing the nonmetallic pipe detection system, and materials necessary for this system are subsidiary to the pertinent bid items In addition, ensure that the detection system is complete, operational, and satisfactory to the owner of the utility

Unless otherwise specified on the plans, repair curbs, pavement, base material, concrete riprap, and sidewalks damaged by the construction operations at no expense to the Department, if such damaged items are not part of the Contract

Testing sanitary sewers for leakage, including labor, materials, and equipment necessary to perform the tests, is subsidiary to the pertinent bid items

END OF SPECIAL SPECIFICATION

SECTION VI

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SECTION VII

STORM WATER POLLUTION PREVENTION PLAN

Storm Water Pollution Prevention Plan

Prepared in Accordance with Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

Owens Drive Improvements

(F M 517 to North of Night Shade Drive)

This project qualifies as a small construction activity under the Texas Pollutant Discharge Elimination System Construction General Permit No TXR150000 effective March 5, 2008

Prepared for

Galveston County
722 21st Street
Galveston, Texas 77550

MAY 2011

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Exhibit J – TXR150000
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Construction Project or Site Name· Owens Drive Improvements
Location Access Description Intersection of Owens Drive and F M 517
County or Counties. Galveston County
Latitude/Longitude 26 465, 95 029
Number of acres of the entire property: 4 25
Contact Information Mr Mike Fitzgerald, (409) 770-5554
Location of SWPPP

Storm Water Discharges Associated With Construction Activity

Construction sites located in the State of Texas that discharge storm water associated with construction activity may discharge to surface waters only according to effluent limitations, monitoring requirements, and other conditions set forth in the Texas Pollutant Discharge Elimination System Construction General Permit No TXR150000 issued by the Texas Commission on Environmental Quality (TCEQ) effective March 5, 2008 Dischargers of storm water associated with construction activity are subject to administrative, civil, and criminal penalties, as applicable, under the Texas Water Code for violating the federal Clean Water Act or for knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under the general permit, including monitoring reports or reports of compliance or noncompliance Any operator conducting under the Storm Water Pollution Prevention Plan (SWPPP) is entirely responsible for meeting SWPPP requirements within the boundaries of the construction site where they perform construction activities A project responsibility chart will be included in the SWPPP (Exhibit A) Any discharges to impaired water bodies for which there is a Total Maximum Daily Load (TMDL), as listed on the latest approved State of Texas 303(d) List of Impaired Water Bodies, will incorporate the limitations, conditions, and requirements outlined in the approved TMDL Implementation Plan.

Copies of Contractor's Inspection reports will be submitted along with monthly pay application requests Copies of Transfer of Operational Control to Operators involved with project site will submitted with final pay application

All costs associated with the Pollution Prevention Plan shall be included in the appropriate bid items

Surface Water(s) Receiving Discharge

Segment number of the first classified segment that receives discharges from the regulated construction activity 2421

Receiving water at or near the site that may be disturbed or that may receive discharges from disturbed areas of the project Upper Galveston Bay

Is the receiving water on the EPA CWA 303(d) list? Yes

Does the impaired segment location receive discharges from the regulated construction activity? Yes

Constituent(s) of concern Bacteria, Dioxins, PCB's

Is there an approved TMDL implementation plan? yes

Nature of the Construction Activity

The construction of this project will create a 2-lane concrete roadway and sidewalks. The sequence of events in the construction of such a project begins with installation of erosion sedimentation Other major activities listed in their anticipated sequence of execution are:

- Clearing the site of any existing structures or unnecessary vegetation,
- Construction of underground utilities such as water lines, sanitary sewer lines, and storm sewer pipes
- Adjustment of underground utilities to fit and tested for surety
- Excavation/Fill Placement for future streets, chemical stabilization of subgrade, pouring of concrete, to create streets, inlets, wheelchair ramps, and similar infrastructure

Elements of the SWPPP

The SWPPP has been prepared to address discharges of storm water runoff from construction activities that will reach Waters of the United States, including discharges to Municipal Separate Storm Sewer Systems (MS4s) that drain to Waters of the United States, to identify and address potential sources of pollution that are reasonably expected to affect the quality of discharges from the construction site, including construction support activities within one mile from the project's boundary, authorized non-storm water discharges, and any other permitted discharge The SWPPP has been developed based on a strategy of reducing pollution at the source, as opposed to treatment before discharge The SWPPP will be revised or updated as appropriate whenever any of the following occurs a change of significant effect on the discharge of pollutants has not been previously addressed in the SWPPP, site conditions change based on updated plans and specifications; new operators conduct construction activities under the SWPPP, new areas of responsibility are added, changes are made to the type of best management practices used, or results of inspections or investigations indicate the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants in discharges Revisions to the SWPPP will be completed within seven (7) calendar days following the inspection The SWPPP has been developed to be compliant with applicable local sediment and erosion control plans The SWPPP may be retained at an on-site location or as noted on the construction site notice. Hard copies of the SWPPP will be made readily available upon the request of public officials Discharges that occur after the construction site has undergone final stabilization or following the submission of a notice of termination for the construction activity are outside of the scope of this SWPPP Projects that are located on Indian Country Lands are outside of the scope of this SWPPP Data used to describe the soil will be obtained from the United States Department of Agriculture's web soil survey and will be included in the SWPPP (Exhibit B) A map showing the general location of the site will be included in the SWPPP (Exhibit C) A copy of the construction general permit will be included in the SWPPP (Exhibit J) A series of site maps are included as Exhibit D

If future projects within the site are proposed at a later date, the SWPPP will be revised by including the site map of the new project Site maps will be provided for each area of soil disturbance permitted within the scope of the SWPPP

Obtaining Authorization to Discharge

Any operator conducting under the SWPPP will certify and post a public notice prior to commencing construction activities as necessary to obtain authorization for the construction activity. The name, address, and telephone number for the operator will be included in the notice The notice will be posted at a location where it is safely and readily available to the public until completion of the construction activity All notices will be included as part of the SWPPP and provided to any MS4s receiving discharge from the construction activities, as appropriate (Exhibit E) Any and all notices will be certified according to 30 TAC § 305 44 (relating to Signatories for Applications) Any primary operators conducting under the SWPPP will submit the notice with proof of payment to the TCEQ as appropriate to obtain authorization. Should multiple operators conduct construction activities under the SWPPP, the front cover will be signed by each operator Should any relevant information submitted on the notice change, any primary operator conducting under the SWPPP will submit a Notice of Change as appropriate Any primary operators conducting under the SWPPP will submit a Notice of Termination when final stabilization is achieved Any and all operators conducting under the SWPPP will remove the public notice from the site as appropriate when either final stabilization is achieved or a transfer of operational control has occurred Should a transfer of operational control occur, any operator conducting under the SWPPP will attempt to inform, as appropriate, the new operator of the requirement to obtain permit coverage and existing operators (Exhibit F). Direct discharge into storm sewer not allowed if site dewatering techniques are required, sediment generated by construction activities shall be retained on site to extent practical A copy of the SWPPP, reports and actions required by the SWPPP, public notices including data used to produce the notice, as well as records of the submittal of forms sent to other operators and to any MS4 receiving discharge from the construction activities, as applicable, will be retained for three years following the date that the operator terminates permit coverage

Potential Pollutants and Sources

The following potential pollutants can be reasonably expected at construction sites· construction debris, litter, chemical wastes, construction materials, sediment, dust, waste materials, petroleum products, sand, concrete truck wash out water, erosive flow velocity, crushed rock, discarded equipment, acid, sanitary wastes, curing compounds, lime, fly ash, cement, biological materials, and other similar pollutants Any additional or unique potential pollutants will be addressed on the project's site map Potential pollutants can be reasonably associated with the following typical point sources fuel tanks, construction equipment, parked vehicles, waste containers, vehicle traffic, pumps, drainage swales, channels, exposed soil, construction entrances, stored construction materials, construction personnel, temporary buildings, demolished structures, concrete trucks, sanitary facilities, and other similar point sources Any additional or unique point sources will be addressed on the project's site map

Best Management Practices

Best Management Practices (BMPs) will be designed and implemented in order to minimize to the extent practicable the discharge of pollutants in storm water associated with construction activity and in eligible non-storm water discharges Erosion and sediment controls will be designed to retain sediment on-site to the extent practicable Control measures will be properly selected, installed, and maintained according to the designer's specifications. Controls will be developed to minimize the offsite transport of litter, construction debris, and construction materials If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule will be described in the inspection report and wherever possible those changes implemented before the next storm event If implementation before the next anticipated storm event is impracticable, these changes will be implemented as soon as practicable

Sediment Control Practices

Sediment control practices will be used to remove eroded soils from storm water runoff At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls will be utilized for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate These perimeter controls will be installed as necessary and will be utilized until a common drainage location serves a disturbed acreage of 10 acres or more At that time, a sedimentation basin will be utilized where feasible A sedimentation basin capacity calculation chart will be included in the SWPPP, as appropriate (Exhibit G). If a sedimentation basin is not feasible, then equivalent control measures will be utilized until final stabilization of the site and the reasons why the basin was infeasible will be noted on the sedimentation basin capacity calculation chart The following sediment control BMPs can be reasonably expected at construction sites· silt fences, sand/rock bags, berms, sedimentation basins, rock dams, inlet protection barriers, surge dams, use of existing vegetation, and other similar measures Any additional or unique sediment control BMPs will be addressed on the project's site map

Pollution Prevention Practices

Pollution prevention practices will be designed to minimize pollutants from construction and waste materials which will be stored on-site Controls will be used to minimize, to the extent practicable, the off-site vehicle tracking of sediments and the generation of dust. Velocity dissipation devices will be placed at discrete discharge locations and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to the surface water. If it is necessary to pump or channel standing water from the site, appropriate controls will be utilized to minimize the offsite transport of suspended sediments and other pollutants Concrete truck wash out water will be discharged to areas at the construction site where structural controls have been established to prevent direct discharge to surface waters, or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent direct discharge to surface waters Washout of concrete trucks during storm events will be minimized when possible and BMPs will be utilized to prevent the discharge of concrete truck washout as the result of rain The following pollution prevention BMPs can be reasonably expected at construction sites water truck spraying, orderly material storage, orderly equipment storage, proper waste disposal practices, orderly parking areas, street cleaning, spill prevention practices, use of petroleum sorbents, orderly concrete truck washout areas, use of stabilized construction accesses, use of trash containers, use of portable sanitation facilities, self-contained fuel cells, orderly petroleum product storage, use of

dewatering bags, use of temporary velocity dissipation devices, use of flow diversion mechanisms, and other similar measures Any additional or unique pollution prevention BMPs will be addressed on the project's site map

All trash and debris will be collected and stored in dumpsters meeting all local and state solid waste management regulations prior to removal from site. The trash and debris will be hauled to an approved landfill site and no construction debris will be buried on site

Water line and hydrant flushings are anticipated after completion of utility construction Flushings will be directed to the storm sewer system Uncontaminated groundwater discharge mixed with storm water will be controlled in the same manner as storm water discharge

The following good housekeeping practices will be followed onsite during the construction project

- An effort will be made to store only enough products required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Product will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of a product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site superintendent will inspect daily to ensure proper use and disposal of materials onsite

If hazardous materials are used, the following practices will be used to reduce the risks associated with hazardous materials

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data will be retained
- If surplus product must be disposed of, manufacturers' or local and state recommended methods for proper disposal will be followed

The product specific practices and spill prevention practices to be followed are listed in Exhibit K.

Erosion Control and Stabilization Practices

Erosion control and stabilization measures will be initiated as soon as practicable in portions of the site where construction activities have temporarily ceased Stabilization measures that provide a protective cover will be initiated as soon as practicable in portions of the site where construction activities have permanently ceased These measures will be initiated no more than 14 days after the construction activity in that portion of the site that has temporarily or permanently ceased, unless the activity is scheduled to resume within 21 days If soil conditions prohibit the initiation of stabilization measures or vegetative practices, erosion control and stabilization measures will be initiated as soon as practicable Where temporary stabilization controls are infeasible, temporary sediment controls will be used along the perimeter of the site to the extent practicable and the reasons why the activity was infeasible will be noted in the inspection report The following erosion control and stabilization BMPs can be reasonably expected at construction sites establishment of temporary or permanent vegetation, mulching, use of geotextiles, sod stabilization, use of vegetative buffer strips, protection of existing trees and vegetation, slope

texturing, and other similar measures Any additional or unique erosion control and stabilization BMPs will be addressed on the project's site map

Inspection Procedures

Personnel will inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system. An inspector qualification statement (Exhibit H) and the inspection report will be included in the SWPPP (Exhibit I) Sediment and erosion control measures identified in the SWPPP will be inspected to ensure that they are operating correctly. Locations where vehicles enter or exit the site will be inspected for evidence of off-site sediment tracking The inspection will be conducted by the responsible person at least once every 14 calendar days and within 24 hours after a storm of 0.5 inch or greater Where sites have been finally or temporarily stabilized, inspections will be conducted at least once every month Where inspection vehicles could compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, or increase the potential for erosion, representative inspections will be performed. In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections will be conducted as soon as access is practicable The dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated will be maintained in the inspection report or noted on the site map The inspection report will summarize the scope of the inspection, the dates of the inspection, major observations relating to the implementation of the SWPPP, actions taken as a result of inspections, and any incidents of non-compliance If the inspection report does not identify any incidents of non-compliance, the report will be certified by the inspector that the site is in compliance with the SWPPP (Exhibit J) and the general permit (Exhibit J) All reports and other information requested by the executive director of the TCEQ will be signed by the person and in the manner required by 30 TAC §305.128 (relating to Signatories to Reports)

Maintenance Procedures

All protective measures will be maintained in effective operating condition. If it is determined that BMPs are not operating effectively, then maintenance will be performed as necessary to maintain the continued effectiveness of storm water controls, and prior to the next storm event if feasible If maintenance prior to the next anticipated storm event is impracticable, the reason will be documented in the inspection report and maintenance will be scheduled and accomplished as soon as practicable. The operator will replace or correct erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective immediately upon discovery If a control has been used incorrectly, is performing inadequately, or is damaged, then the control will be replaced or modified as soon as practicable after the inspection Sediment will be removed from sediment traps and sedimentation basins no later than the time that design capacity has been reduced by 50% For perimeter controls such as silt fences, berms, etc , the trapped sediment will be removed before it reaches 50% of the above-ground height If sediment escapes the site, accumulations will be removed at a frequency that minimizes off-site

impacts, and prior to the next rain event, if feasible Operator shall adequately water all seeded or sodded areas to insure growth of vegetation

EXHIBIT A
Project Responsibility Chart

Exhibit A

PROJECT RESPONSIBILITY CHART

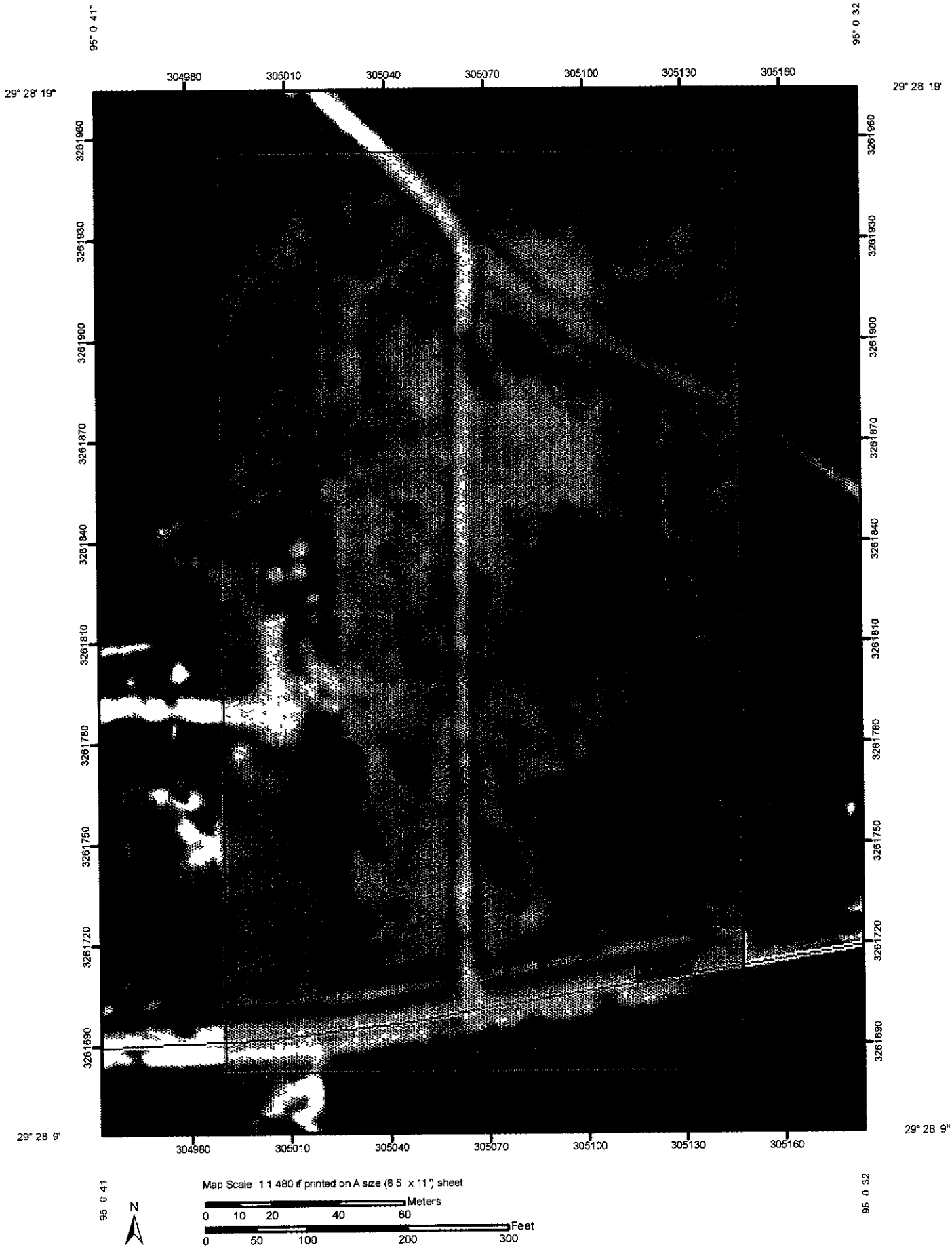
Construction Project or Site Name Owens Drive Improvements

Any operator conducting under the Storm Water Pollution Prevention Plan (SWPPP) is entirely responsible for meeting SWPPP requirements within the boundaries of the construction site where they perform construction activities The purpose of this chart is to identify the Best Management Practice responsibilities of any operator conducting under the SWPPP and to define the scope of inspections If the party with day-to-day operational control has abandoned the site the person with control over project specifications is considered to be the responsible party until the authority is transferred to another party and the SWPPP is updated

	Operator(s) conducting under the SWPPP		Other Operator(s)		
Name					
Type					
Scope					
Commencement of Construction Activity			N/A	N/A	N/A
Silt Fences					
Berms					
Sedimentation Basins					
Rock Dams					
Stabilized Construction Access					
Stage I Inlet Protection Barriers					
Stage II Inlet Protection Barriers					
Surge Dams					
Existing Vegetation					
Dust Control					
Material Storage					
Equipment Storage					
Waste Disposal					
Spills and Leaks					
Concrete Truck Washout					
Sanitation Facilities					
Petroleum Product Storage					
Dewatering Bags					
Velocity Dissipation Devices					
Establishment of Temporary Stabilization					
Establishment of Permanent Stabilization					

EXHIBIT B
Soil Survey

K Factor, Whole Soil—Galveston County, Texas
(Owens Drive, Galveston County)



MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Units

Soil Ratings

- 02
- 05
- 10
- 15
- 17
- 20
- 24
- 28
- 32
- 37
- 43
- 49
- 55
- 64

Not rated or not available

Political Features

Cities

Water Features

Oceans

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

MAP INFORMATION

Map Scale 1 1,480 if printed on A size (8 5" × 11") sheet

The soil surveys that comprise your AOI were mapped at 1 24,000

Please rely on the bar scale on each map sheet for accurate map measurements

Source of Map Natural Resources Conservation Service
Web Soil Survey URL http //websoilsurvey nrcs usda gov
Coordinate System UTM Zone 15N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below

Soil Survey Area Galveston County, Texas
Survey Area Data *Version 8, Oct 26, 2009*

Date(s) aerial images were photographed 1995

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps As a result, some minor shifting of map unit boundaries may be evident

K Factor, Whole Soil

K Factor, Whole Soil— Summary by Map Unit — Galveston County, Texas				
Map unit symbol	**Map unit name**	**Rating**	**Acres in AOI**	**Percent of AOI**
Ma	Mocarey loam	37	10 5	99 1%
Mf	Morey-Leton complex	37	0 1	0 9%
Totals for Area of Interest			**10 6**	**100.0%**

Description

Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and saturated hydraulic conductivity (Ksat) Values of K range from 0 02 to 0 69 Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

"Erosion factor Kw (whole soil)" indicates the erodibility of the whole soil The estimates are modified by the presence of rock fragments

Rating Options

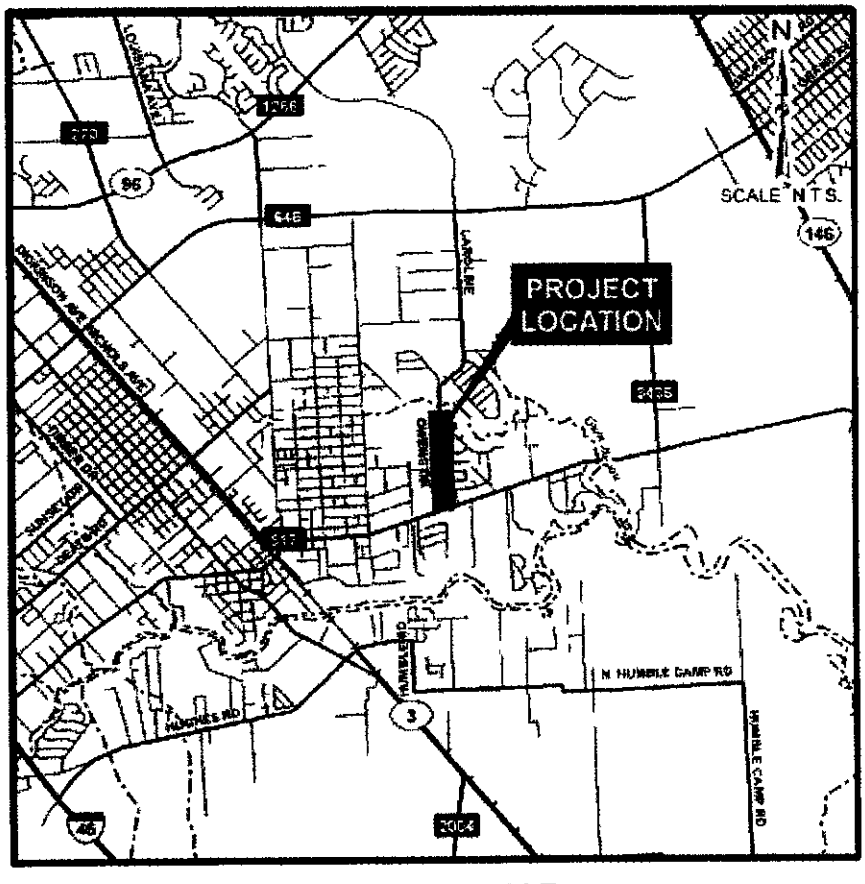
Aggregation Method Dominant Condition

Component Percent Cutoff *None Specified*

Tie-break Rule Higher

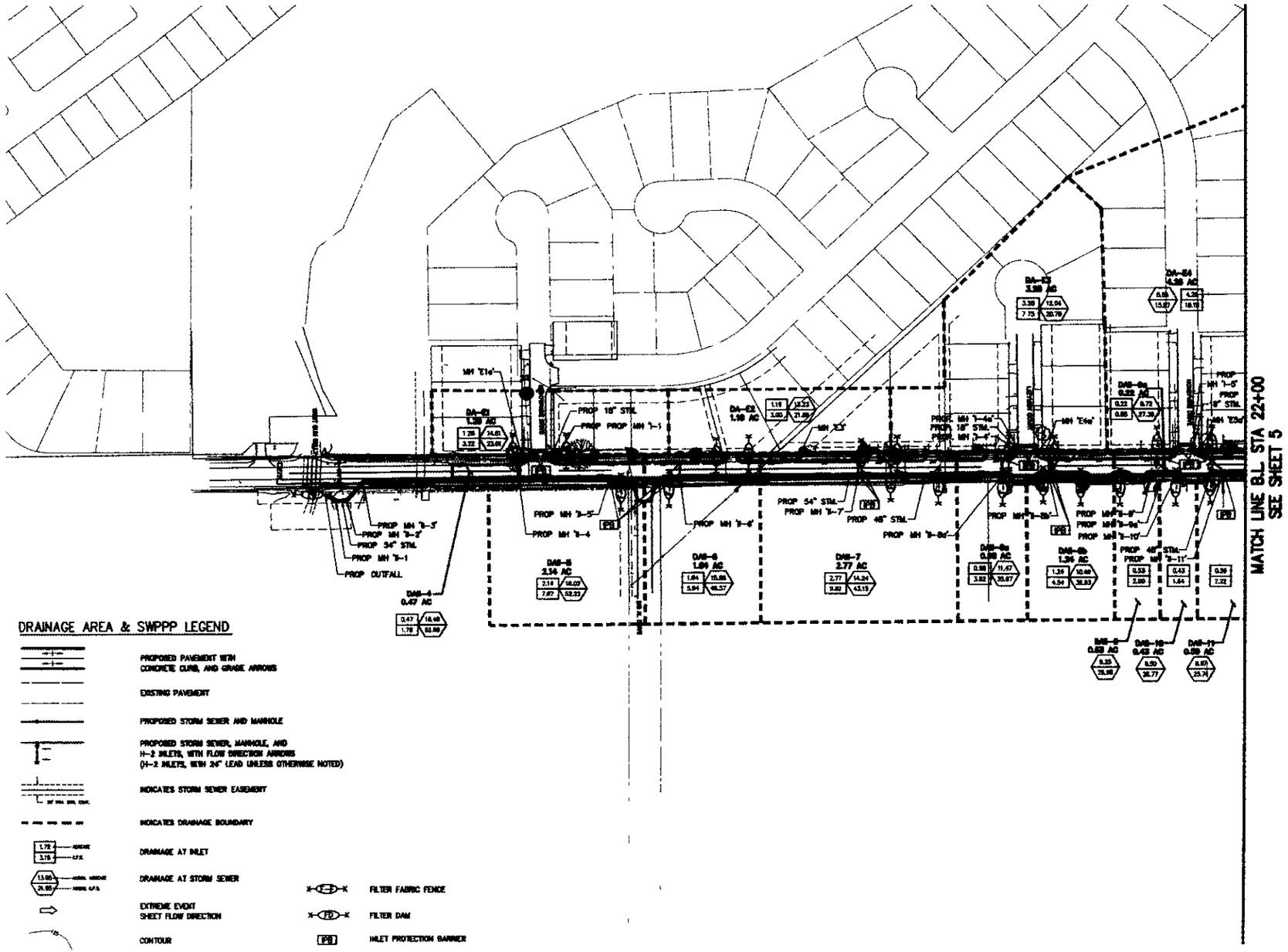
Layer Options Surface Layer

EXHIBIT C
Vicinity Map



VICINITY MAP

EXHIBIT D
Site Maps



DRAINAGE AREA & SWPPP LEGEND

- PROPOSED PAVEMENT WITH CONCRETE CURB, AND GRADE ARROWS
- EXISTING PAVEMENT
- PROPOSED STORM SEWER AND MANHOLE
- PROPOSED STORM SEWER, MANHOLE, AND H-2 INLETS, WITH FLOW DIRECTION ARROWS (H-2 INLETS, WITH 24" LEAD UNLESS OTHERWISE NOTED)
- INDICATES STORM SEWER EASEMENT
- INDICATES DRAINAGE BOUNDARY
- DRAINAGE AT INLET (1.72 / 3.78)
- DRAINAGE AT STORM SEWER (13.95 / 24.95)
- EXTREME EVENT SHEET FLOW DIRECTION
- CONTOUR
- FILTER FABRIC FENCE
- FILTER DAM
- IPB INLET PROTECTION BARRIER

SCALE 1 = 100'

REVISION	DESCRIPTION	APP'D	DATE

Jason Brock 5/18/11

STATE OF TEXAS — JASON BROCK — 98725 — LICENSED PROFESSIONAL ENGINEER

PATE ENGINEERS
TBPE F-00735
13333 N.W. Freeway, Suite 300 Houston, Tx. 77040
Phone: 713-462-3778

APPROVED BY: J.M.B		DATE: MARCH 2011	
DESIGNED BY: M.T.K	DRAWN BY: D.E.C	JOB NO. 13306-005-00	
CHECKED BY: K.T		DGN NO.	

TO ASSURE THE LINES TO BE TURNED OFF ON HOMES, CALL CENTERPOINT AT 713-207-2222.

PRIVATE UTILITY LINES SHOWN
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W., OR EASEMENTS CALL THE LINE TYPE APPROXIMATE 713-928-6037

Date:
Centerpoint Energy/Reliant Facilities
(Approval only for existing underground facilities, unless otherwise noted.)
Date of last of notice only.

Date:
Verizon Texoma Area for underground conduit facilities only.
Signature valid for one year

Date:
Centerpoint Energy/Reliant Facilities
(Gas service lines are not shown)

BENCHMARK

LEAGUE CITY REFERENCE MARK LC-2005-111 A DISC ON CULVERT AT WEST GUM GULLY ON THE WEST SIDE OD OWENS STREET

ELEV 7.89 (NAVD 88 2000 ADJ.)

OWENS DRIVE IMPROVEMENTS

DRAINAGE AREA MAP & SWPPP (SHEET 1 OF 2)

GALVESTON COUNTY

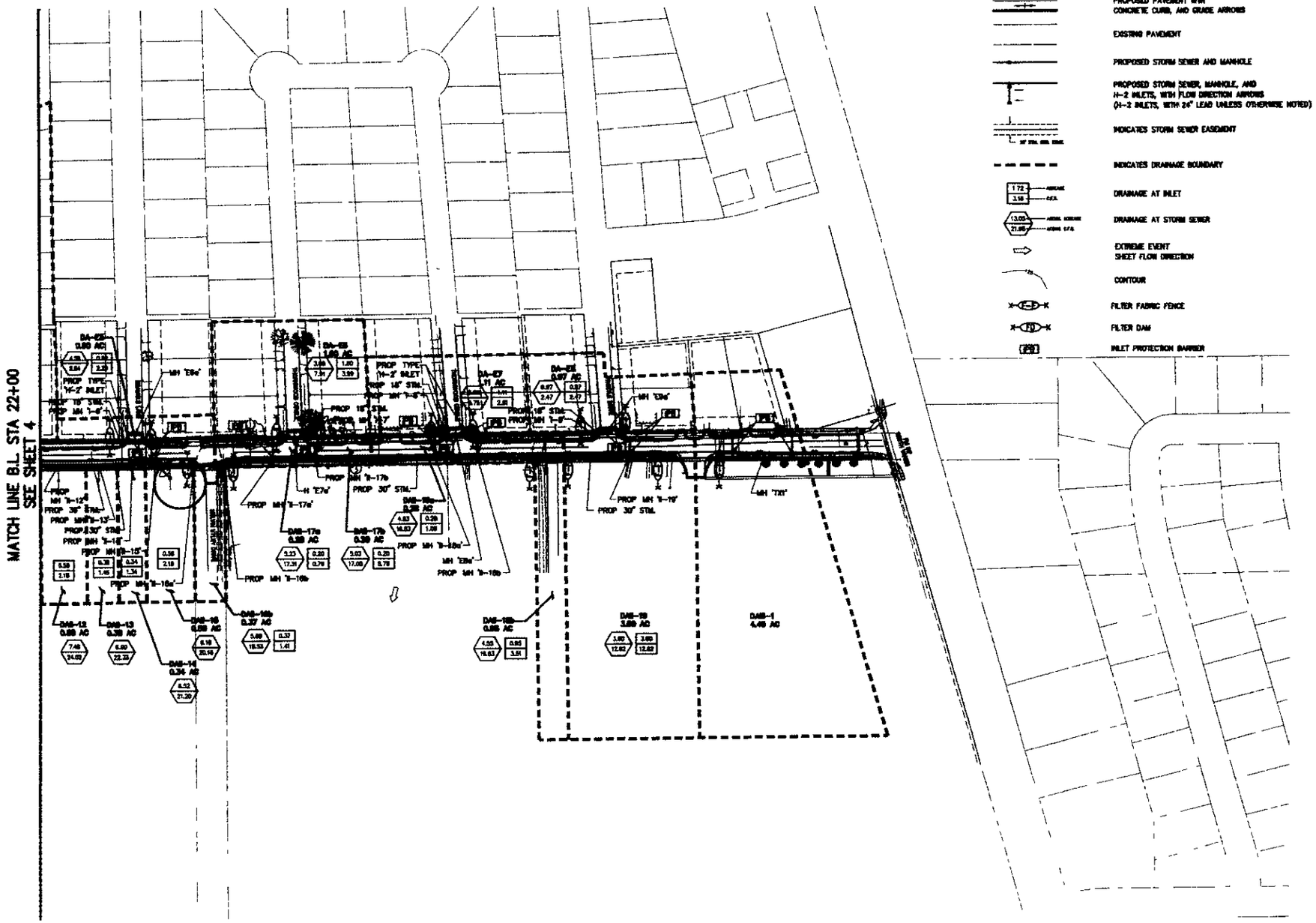
FILE NO:

DRAWING SCALE
HORIZ 1"=100'
VERT N/A

THE STATE OF TEXAS — COUNTY OF GALVESTON

SHEET No 4 OF 41

PATE Drawing No. _____



DRAINAGE AREA & SWPPP LEGEND

- PROPOSED PAVEMENT WITH CONCRETE CURB, AND GRADE ARROWS
- EXISTING PAVEMENT
- PROPOSED STORM SEWER AND MANHOLE
- PROPOSED STORM SEWER, MANHOLE, AND H-2 INLETS, WITH FLOW DIRECTION ARROWS (H-2 INLETS, WITH 24" LEAD UNLESS OTHERWISE NOTED)
- INDICATES STORM SEWER EASEMENT
- INDICATES DRAINAGE BOUNDARY
- DRAINAGE AT INLET
- DRAINAGE AT STORM SEWER
- EXTREME EVENT SHEET FLOW DIRECTION
- CONTOUR
- FILTER FABRIC FENCE
- FILTER DAM
- INLET PROTECTION BARRIER

SCALE 1" = 100'

DATE	APP'D	DESCRIPTION	REVISION

Jason Brock 5/18/11

STATE OF TEXAS — JASON BROCK — 98725 — LICENSED PROFESSIONAL ENGINEER

PATE ENGINEERS
TBPE F-002735
13333 N.W. Freeway, Suite 300 Houston, Tx. 77040
Phone: 713-462-3178

DRAWN BY J.W.B.	DATE MARCH 2011
DESIGNED BY M.T.K. / SHEET BY D.E.G.	JOB NO. 1306-005-00
CHECKED BY K.T.	SHEET NO.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CONTEMPORARY AT 713-397-2200.

PRIVATE UTILITY LINES SHOWN

AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR EASEMENTS CALL THE LONE STAR NOTIFICATION 713-223-4567

N/A — Date
Contacted Energy/Mobile Facilities
(Approval only for crossing underground facilities, unless otherwise noted.)
Add of line of radius only.

Date
Various Service Area for underground conduit facilities only.
Signature valid for one year.

N/A — Date
Contacted Energy/Gas Facilities
(Gas service lines are not shown)

BENCHMARK

LEAGUE CITY REFERENCE MARK LC-2005-111 A DISC ON CULVERT AT WEST GUM GULLY ON THE WEST SIDE OD OWENS STREET.

ELEV: 7.81 (NAVD 88 2000 ADJ.)

OWENS DRIVE IMPROVEMENTS

DRAINAGE AREA MAP & SWPPP (SHEET 2 OF 2)

GALVESTON COUNTY

FILE NO.

DRAWING SCALE
HORIZ 1"=100'
VERT N/A

THE STATE OF TEXAS — COUNTY OF GALVESTON

SHEET No 5 OF 41

PATE Drawing No. _____

EXHIBIT E
Construction Site Notice (CSN)

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with PART II E 2 of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from small construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at
http.//www.tceq.state tx.us/nav/permits/wq_construction.html

Site-Specific TPDES Authorization Number	
Operator Name	
Contact Name and Phone Number	
Project Description *Physical address or description of the site's location, and estimated start date and projected end date, or date that disturbed soils will be stabilized*	**Estimated Start Date:** **Estimated End Date:**
Location of Storm Water Pollution Prevention Plan	

For Small Construction Activities Authorized Under Part II.E 2. (Obtaining Authorization to Discharge) the following certification must be completed:

I _____(Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II D 2 of TPDES General Permit TXR150000 and agree to comply with the terms of this permit A storm water pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations

Signature and Title _____Date _____

_____*Date Notice Removed*
_____*MS4 operator notified per Part II F 3*

EXHIBIT F
Transfer of Operational Control

Exhibit F

TRANSFER OF OPERATIONAL CONTROL

FOR THE

Texas Commission on Environmental Quality (TCEQ)

Storm Water Program

TPDES GENERAL PERMIT TXR150000

Instructions Fill out the form and meter or affix stamps to the Certificate of Mailing below Make a copy, place it in a self-addressed stamped envelope, and then mail the copy to the New Operator at a USPS facility At the time of mailing, present the original to a USPS employee, and they will date stamp the certificate so that the original can be retained in the SWPPP as a Transfer of Operational Control

Permitted operators may attempt to notify new operators of the requirement to obtain authorization, as appropriate, under the Texas Pollutant Discharge Elimination System Construction General Permit TXR150000 when a transfer of operational control occurs Authorization under this general permit is not transferable Each operator is entirely responsible for meeting Storm Water Pollution Prevention Plan (SWPPP) requirements within the boundaries of the construction site where they perform construction activities

Construction Project or Site Name	
Operator Name	
New Operator	
New Operator Mailing Address	
Date Transfer is Effective	

The Operator has relinquished control over all areas of the site that have not been finally stabilized, and SWPPP responsibilities for all silt fences and other temporary erosion controls are now transferred to the New Operator The Operator is required to retain record of this notification for a minimum period of three (3) years from the date that permit coverage is terminated The information on this notification is required in Part II F 4 of the general permit

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

To pay fee affix stamps or postage here

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing

This form may be used for domestic and international mail

From

[Operator]

[Address]

[Address]

To

Postmark Here

[New Operator]

[New Operator Mailing Address]

[New Operator Mailing Address]

PS Form 3817 April 2007 PSN 7530 02 000-9065

EXHIBIT G
Sedimentation Basin Capacity
Calculation Chart

Exhibit G

SEDIMENTATION BASIN CAPACITY CALCULATION CHART
FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program
TPDES GENERAL PERMIT TXR150000

Any operator(s) with control over construction plans and specifications must ensure the project specifications allow or provide that adequate Best Management Practices are developed to meet the requirements of the Texas Pollutant Discharge Elimination System Construction General Permit TXR150000 A sedimentation basin is required, where feasible, for a common drainage location that serves an area with ten or more acres disturbed at one time A sedimentation basin may be temporary or permanent, and must provide sufficient storage to contain a calculated volume of runoff from a 2 year, 24 hour storm event from each disturbed acre drained It is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone permanent stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin Any capacity calculations shall be included in the Storm Water Pollution Prevention Plan (SWPPP) Where rainfall data is not available or a calculation cannot be performed, the sedimentation basin must provide at least 3,600 cubic feet of storage per acre drained until final stabilization of the site The basin capacity equals the runoff coefficient multiplied by the disturbed area multiplied by the 2 year 24 hour storm event (or the disturbed area multiplied by 3,600 cubic feet per acre, alternatively)

Construction Project or Site Name	Owens Drive Improvements
Runoff Coefficient for Exposed Soils·	N/A
Maximum 2 Year 24 Hour Storm Event	N/A
Expected Disturbed Area Draining to Common Location	4 25
Minimum Basin Capacity	N/A

If the minimum basin capacity is not feasible, the reason shall be documented in the SWPPP, and the site shall utilize equivalent control measures until final stabilization Equivalent control measures may include a series of smaller sedimentation basins, silt fences, vegetative buffer strips, or equivalent sediment controls along the down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions If the minimum basin capacity is not feasible due to the following factors, check all that apply

Site soils
Available area
Precipitation patterns
Site vegetation
Geotechnical factors
Equivalent control measures
Slope
Public safety
Site geometry
Infiltration capacity
Depth to groundwater
Other _____

Name of Person Completing Exhibit G	Marcel Khouw
Company of Person Completing Exhibit G	Pate Engineers, Inc

EXHIBIT H
Inspector Qualifications,

SUBCONSTRACTOR'S CERTIFICATION

Project Name and Location.

Project Name.	Owens Drive Improvements
Location	City of Dickinson, Galveston County, Texas

I certify under penalty of law that I understand the terms and conditions of the Texas Pollutant Discharge Elimination System (TPDES) General Permit TX150000 that authorizes the storm water discharges associated with the industrial activity from that construction site identified as part of this certification.

Subcontractor

Company

Name

Title

Signature

Date

Responsible For:

Subcontractor

Company

Name

Title

Signature

Date

Responsible For

EXHIBIT I
Inspection Record

INSPECTOR CERTIFICATION

(To be filed with Inspection Reports)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

_____
Signature

_____
Printed Name

_____
Title

_____
Company

_____
Date

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT

INSPECTOR _____ DATE _____

DAYS SINCE LAST RAINFALL_____AMOUNT OF LAST RAINFALL _____ INCHES

STABILIZATION MEASURES

AREA	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED?	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED

_____
_____
_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

STRUCTURAL CONTROLS

DIVERSION DIKES AND SWALES

FROM	TO	STABILIZED?	EVIDENCE OF WASHOUT OR OVER-TOPPING?

MAINTENANCE REQUIRED FOR DIVERSION DIKES AND SWALES

_____
_____
_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

TEMPORARY DIVERSION SWALE

FROM	TO	STABILIZED?	EVIDENCE OF WASHOUT OR OVER-TOPPING?

MAINTENANCE REQUIRED FOR TEMPORARY DIVERSION SWALE

_____
_____
_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

FILTER FABRIC FENCE

LOCATION	BOTTOM FABRIC STILL BURIED	FABRIC TORN OR SAGGING?	POSTS TIPPING OVER	HOW DEEP IS THE SEDIMENT?

MAINTENANCE REQUIRED FOR FILTER FABRIC FENCE

_____

_____

_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

INLET PROTECTION BARRIERS

LOCATION	IN PLACE CONDITION?	DEPTH OF SEDIMENT	CONDITION OF INLET

MAINTENANCE REQUIRED FOR INLET PROTECTION BARRIER

_____

_____

_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

INSPECTION AND MAINTENANCE REPORT

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN

_____

_____

_____

REASON FOR CHANGES

_____

_____

_____

INSPECTOR'S SIGNATURES _____ DATE _____

EXHIBIT J
TXR150000

TCEQ Docket No 2007-1588-WQ
TPDES General Permit No TXR150000

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P O BOX 13087
Austin, TX 78711-3087

This is a renewal of TPDES General Permit No. TXR150000, issued March 5, 2003.

GENERAL PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

Construction sites that discharge storm water associated with construction activity

located in the state of Texas

may discharge to surface water in the state

only according to effluent limitations, monitoring requirements and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this general permit does not grant to the permittee the right to use private or public property for conveyance of storm water and certain non-storm water discharges along the discharge route This includes property belonging to but not limited to any individual, partnership, corporation or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This permit and the authorization contained herein shall expire at midnight on March 5, 2013

EFFECTIVE DATE March 5, 2008

ISSUED DATE: FEB 15 2008

Buddy Garcia
For the Commission

TPDES GENERAL PERMIT NUMBER TXR150000 RELATING TO STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES

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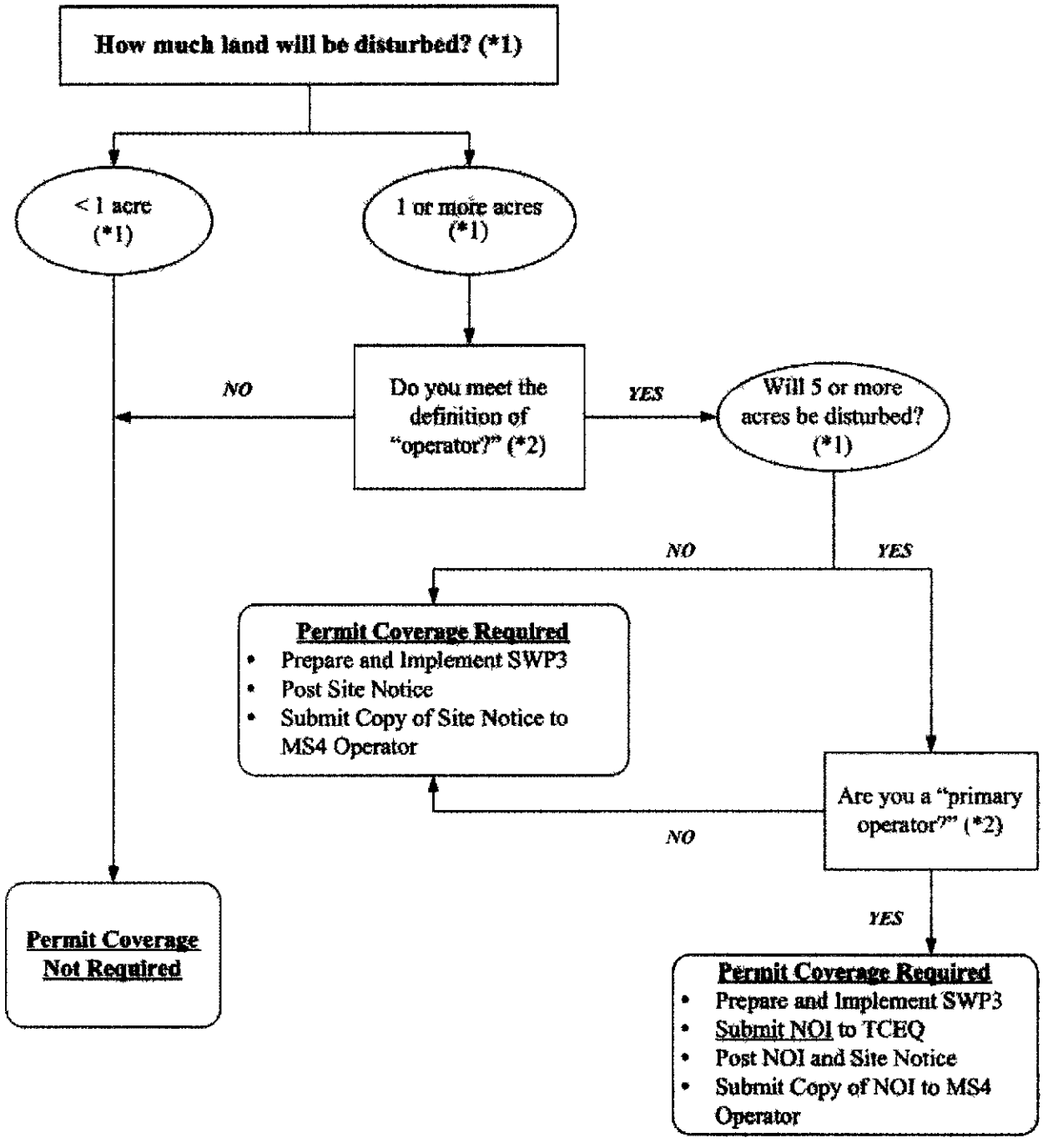
Part I. Flow Chart and Definitions

Section A. Flow Chart to Determine Whether Coverage is Required



*(*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "larger common plan of development or sale").*

*(*2) Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I., Section B. of this permit.*

Section B. Definitions

Arid Areas - Areas with an average annual rainfall of 0 to 10 inches

Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spills or leaks, waste disposal, or drainage from raw material storage areas

Commencement of Construction - The initial disturbance of soils associated with clearing, grading, or excavation activities, as well as other construction-related activities (e g , stockpiling of fill material, demolition)

Common Plan of Development - A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities A common plan of development (also known as a "common plan of development or sale") is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities A common plan of development does not necessarily include all construction projects within the jurisdiction of a public entity (e g , a city or university) Construction of roads or buildings in different parts of the jurisdiction would be considered separate "common plans," with only the interconnected parts of a project being considered part of a "common plan" (e g , a building and its associated parking lot and driveways, airport runway and associated taxiways, a building complex, etc). Where discrete construction projects occur within a larger common plan of development or sale but are located ¼ mile or more apart, and the area between the projects is not being disturbed, each individual project can be treated as a separate plan of development or sale, provided that any interconnecting road, pipeline or utility project that is part of the same "common plan" is not included in the area to be disturbed.

Discharge – For the purposes of this permit, the drainage, release, or disposal of pollutants in storm water and certain non-storm water from areas where soil disturbing activities (e g , clearing, grading, excavation, stockpiling of fill material, and demolition), construction materials or equipment storage or maintenance (e.g , fill piles, borrow area, concrete truck washout, fueling), or other industrial storm water directly related to the construction process (e g , concrete or asphalt batch plants) are located

Edwards Aquifer - As defined under Texas Administrative Code § 213 3 of this title (relating to the Edwards Aquifer), that portion of an arcuate belt of porous, water-bearing, predominantly carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone trending from west to east to northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson Counties; and composed of the Salmon Peak Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Formation, and Georgetown Formation The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut Formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally

Edwards Aquifer Recharge Zone - Generally, that area where the stratigraphic units constituting the Edwards Aquifer crop out, including the outcrops of other geologic formations in proximity to the Edwards Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a potential for recharge of surface waters into the Edwards Aquifer The recharge zone is identified as that area designated as such on official maps located in the offices of the Texas Commission on Environmental Quality and the

appropriate regional office The Edwards Aquifer Map Viewer, located at http.//www tceq state tx us/compliance/field_ops/eapp/mapdisclaimer.html, can be used to determine where the recharge zone is located

Edwards Aquifer Contributing Zone - The area or watershed where runoff from precipitation flows downgradient to the recharge zone of the Edwards Aquifer The contributing zone is located upstream (upgradient) and generally north and northwest of the recharge zone for the following counties· all areas within Kinney County, except the area within the watershed draining to Segment 2304 of the Rio Grande Basin; all areas within Uvalde, Medina, Bexar, and Comal Counties; all areas within Hays and Travis Counties, except the area within the watersheds draining to the Colorado River above a point 1.3 miles upstream from Tom Miller Dam, Lake Austin at the confluence of Barrow Brook Cove, Segment 1403 of the Colorado River Basin; and all areas within Williamson County, except the area within the watersheds draining to the Lampasas River above the dam at Stillhouse Hollow reservoir, Segment 1216 of the Brazos River Basin The contributing zone is illustrated on the Edwards Aquifer map viewer at http //www.tceq state.tx us/compliance/field_ops/eapp/mapdisclaimer html

Facility or Activity – For the purpose of this permit, a construction site or construction support activity that is regulated under this general permit, including all contiguous land and fixtures (e.g., ponds and materials stockpiles), structures, or appurtances used at a construction site or industrial site described by this general permit

Final Stabilization - A construction site status where any of the following conditions are met:

(a) All soil disturbing activities at the site have been completed and a uniform (i.e , evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed

(b) For individual lots in a residential construction site by either

(1) the homebuilder completing final stabilization as specified in condition (a) above, or

(2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization If temporary stabilization is not feasible, then the homebuilder may fulfill this requirement by retaining perimeter controls or other best management practices, and informing the homeowner of the need for removal of temporary controls and the establishment of final stabilization.

(c) For construction activities on land used for agricultural purposes (e g. pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface water and areas that are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above

(d) In arid, semi-arid, and drought-stricken areas only, all soil disturbing activities at the site have been completed and both of the following criteria have been met

(1) Temporary erosion control measures (e g , degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance by the operator, and

(2) The temporary erosion control measures are selected, designed, and installed to achieve 70 percent vegetative coverage within three years.

Hyperchlorination of Waterlines – Treatment of potable water lines or tanks with chlorine for disinfection purposes, typically following repair or partial replacement of the waterline or tank, and subsequently flushing the contents

Indian Country Land – (from 40 CFR 122 2) (1) all land within the limits of any Indian reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (2) all dependent Indian communities with the borders of the United States whether within the originally or subsequently acquired territory thereof, and whether within or without the limits of a state, and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same

Indian Tribe - (from 40 CFR 122 2) any Indian Tribe, band, group, or community recognized by the Secretary of the Interior and exercising governmental authority over a Federal Indian Reservation

Large Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than five (5) acres of land Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g , the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities)

Municipal Separate Storm Sewer System (MS4) - A separate storm sewer system owned or operated by the United States, a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state

Notice of Change (NOC) – Written notification to the executive director from a discharger authorized under this permit, providing changes to information that was previously provided to the agency in a notice of intent form

Notice of Intent (NOI) - A written submission to the executive director from an applicant requesting coverage under this general permit

Notice of Termination (NOT) - A written submission to the executive director from a discharger authorized under a general permit requesting termination of coverage

Operator - The person or persons associated with a large or small construction activity that is either a primary or secondary operator as defined below:

Primary Operator – the person or persons associated with a large or small construction activity that meets either of the following two criteria:

(a) the person or persons have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or

(b) the person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a storm water pollution prevention plan (SWP3) for the site or other permit conditions (e g., they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions)

Secondary Operator – The person whose operational control is limited to the employment of other operators or to the ability to approve or disapprove changes to plans and specifications A secondary operator is also defined as a primary operator and must comply with the permit requirements for primary operators if there are no other operators at the construction site.

Outfall - For the purpose of this permit, a point source at the point where storm water runoff associated with construction activity discharges to surface water in the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other water of the U.S. and are used to convey waters of the U S

Permittee - An operator authorized under this general permit The authorization may be gained through submission of a notice of intent, by waiver, or by meeting the requirements for automatic coverage to discharge storm water runoff and certain non-storm water discharges

Point Source – (from 40 CFR §122 2) Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are, or may be, discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff

Pollutant - Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any surface water in the state. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland For the purpose of this permit, the term "pollutant" includes sediment

Pollution - (from Texas Water Code §26 001(14)) The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose

Rainfall Erosivity Factor (R factor) - the total annual erosive potential that is due to climatic effects, and is part of the Revised Universal Soil Loss Equation (RUSLE).

Semiarid Areas - areas with an average annual rainfall of 10 to 20 inches

Separate Storm Sewer System - A conveyance or system of conveyances (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), designed or used for collecting or conveying storm water, that is not a combined sewer, and that is not part of a publicly owned treatment works (POTW)

Small Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e g , the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.)

Storm Water (or Storm Water Runoff) - Rainfall runoff, snow melt runoff, and surface runoff and drainage.

Storm Water Associated with Construction Activity - Storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area

Structural Control (or Practice) - A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in storm water runoff Structural controls and practices may include but are not limited to silt fences, earthen dikes, drainage swales, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins

Surface Water in the State - Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHWM) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state, except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

Temporary Stabilization - A condition where exposed soils or disturbed areas are provided a protective cover or other structural control to prevent the migration of pollutants Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either permanent stabilization can be achieved or until further construction activities take place

Waters of the United States - (from 40 CFR, Part122, Section 2) Waters of the United States or waters of the U S means·

(a) all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;

(b) all interstate waters, including interstate wetlands,

(c) all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters

(1) which are or could be used by interstate or foreign travelers for recreational or other purposes;

(2) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or

(3) which are used or could be used for industrial purposes by industries in interstate commerce,

(d) all impoundments of waters otherwise defined as waters of the United States under this definition,

(e) tributaries of waters identified in paragraphs (a) through (d) of this definition,

(f) the territorial sea; and

(g) wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA (other than cooling ponds as defined in 40 CFR §423 11(m) which also meet the criteria of this definition) are not waters of the United States. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the United States (such as disposal area in wetlands) nor resulted from the impoundment of waters of the United States. Waters of the United States do not include prior converted cropland Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act, the final authority regarding Clean Water Act jurisdiction remains with EPA

Part II. Permit Applicability and Coverage

Section A. Discharges Eligible for Authorization

1 Storm Water Associated with Construction Activity

Discharges of storm water runoff from small and large construction activities may be authorized under this general permit

2. Discharges of Storm Water Associated with Construction Support Activities

Examples of construction support activities include, but are not limited to, concrete batch plants, rock crushers, asphalt batch plants, equipment staging areas, material storage yards, material borrow areas, and excavated material disposal areas. Discharges of storm water runoff from construction support activities may be authorized under this general permit, provided that the following conditions are met

(a) the activities are located within one (1)-mile from the boundary of the permitted construction site and directly support the construction activity,

(b) a storm water pollution prevention plan is developed according to the provisions of this general permit and includes appropriate controls and measures to reduce erosion and discharge of pollutants in storm water runoff from the construction support activities, and

(c) the construction support activities either do not operate beyond the completion date of the construction activity or are authorized under separate TPDES authorization Separate TPDES authorization may include the TPDES Multi Sector General Permit, TXR050000 (related to storm water discharges associated with industrial activity), separate authorization under this general permit if applicable, coverage under an alternative general permit if available, or authorization under an individual water quality permit.

3 Non-Storm Water Discharges

The following non-storm water discharges from sites authorized under this general permit are also eligible for authorization under this general permit.

(a) discharges from fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities),

(b) uncontaminated fire hydrant flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life), which include flushings from systems that utilize potable water, surface water, or groundwater that does not contain additional pollutants (uncontaminated fire hydrant flushings do not include systems utilizing reclaimed wastewater as a source water),

(c) water from the routine external washing of vehicles, the external portion of buildings or structures, and pavement, where detergents and soaps are not used and where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed, and if local state, or federal regulations are applicable, the materials are removed according to those regulations), and where the purpose is to remove mud, dirt, or dust;

(d) uncontaminated water used to control dust,

(e) potable water sources including waterline flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life),

(f) uncontaminated air conditioning condensate,

(g) uncontaminated ground water or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents, and

(h) lawn watering and similar irrigation drainage.

4 Other Permitted Discharges

Any discharge authorized under a separate NPDES, TPDES, or TCEQ permit may be combined with discharges authorized by this general permit, provided those discharges comply with the associated permit

Section B. Concrete Truck Wash Out

The washout of concrete trucks associated with off-site production facilities may be conducted at regulated construction sites in accordance with the requirements of Part V of this general permit

Section C. Limitations on Permit Coverage

1 Post Construction Discharges

Discharges that occur after construction activities have been completed, and after the construction site and any supporting activity site have undergone final stabilization, are not eligible for coverage under this general permit Discharges originating from the sites are not authorized under this general permit following the submission of the notice of termination (NOT) for the construction activity

2. Prohibition of Non-Storm Water Discharges

Except as otherwise provided in Part II A of this general permit, only discharges that are composed entirely of storm water associated with construction activity may be authorized under this general permit

3 Compliance With Water Quality Standards

Discharges to surface water in the state that would cause or contribute to a violation of water quality standards or that would fail to protect and maintain existing designated uses are not eligible for coverage under this general permit The executive director may require an application for an individual permit or alternative general permit (see Parts II.H 2. and 3) to authorize discharges to surface water in the state from any activity that is determined to cause a violation of water quality standards or is found to cause, or contribute to, the loss of a designated use. The executive director may also require an application for an individual permit considering factors described in Part II H 2 of this general permit.

4 Discharges to Water Quality-Impaired Receiving Waters.

New sources or new discharges of the constituents of concern to impaired waters are not authorized by this permit unless otherwise allowable under 30 TAC Chapter 305 and applicable state law. Impaired waters are those that do not meet applicable water quality standards and are listed on the EPA approved Clean Water Act Section 303(d) list Constituents of concern are those for which the water body is listed as impaired

Discharges of the constituents of concern to impaired water bodies for which there is a total maximum daily load (TMDL) are not eligible for this permit unless they are consistent with the approved TMDL Permittees must incorporate the limitations, conditions, and requirements applicable to their discharges, including monitoring frequency and reporting required by TCEQ rules, into their storm water pollution prevention plan in order to be eligible for coverage under this general permit

5 Discharges to the Edwards Aquifer Recharge Zone

Discharges cannot be authorized by this general permit where prohibited by 30 Texas Administrative Code (TAC) Chapter 213 (relating to Edwards Aquifer). **In addition, commencement of construction (i.e., the initial disturbance of soils associated with clearing, grading, or excavating activities, as well as other construction-related activities such as stockpiling of fill material and demolition) at a site regulated under 30 TAC Chapter 213, may not begin until the appropriate Edwards Aquifer Protection Plan has been approved by the TCEQ's Edwards Aquifer Protection Program.**

(a) For new discharges located within the Edwards Aquifer Recharge Zone, or within that area upstream from the recharge zone and defined as the Contributing Zone, operators must meet all applicable requirements of, and operate according to, 30 TAC Chapter 213 (Edwards Aquifer Rule) in addition to the provisions and requirements of this general permit

(b) For existing discharges located within the Edwards Aquifer Recharge Zone, the requirements of the agency-approved Water Pollution Abatement Plan under the Edwards Aquifer Rules are in addition to the requirements of this general permit. BMPs and maintenance schedules for structural storm water controls, for example, may be required as a provision of the rule All applicable requirements of the Edwards Aquifer Rule for reductions of suspended solids in storm water runoff are in addition to the requirements in this general permit for this pollutant.

For discharges from large construction activities located on the Edwards Aquifer recharge zone or the Edwards Aquifer contributing zone, applicants must submit a copy of the NOI to the appropriate TCEQ regional office. For discharges from small construction activities located on the Edwards Aquifer recharge zone or the Edwards Aquifer contributing zone, and for discharges from large construction activities by operators not required to submit an NOI under this general permit, applicants must submit a copy of the construction site notice to the appropriate TCEQ regional office where required by the Edwards Aquifer Rules at 30 TAC Chapter 213

Counties Contact:

Comal, Bexar, Medina, Uvalde, and Kinney	TCEQ Water Program Manager San Antonio Regional Office 14250 Judson Rd San Antonio, Texas (210) 490-3096
Williamson, Travis, and Hays	TCEQ Water Program Manager Austin Regional Office 2800 South IH 35, Suite 100 Austin, Texas 78704-5712 (512) 339-2929

6 Discharges to Specific Watersheds and Water Quality Areas

Discharges otherwise eligible for coverage cannot be authorized by this general permit where prohibited by 30 TAC Chapter 311 (relating to Watershed Protection) for water quality areas and watersheds

7 Protection of Streams and Watersheds by Other Governmental Entities

This general permit does not limit the authority or ability of federal, other state, or local governmental entities from placing additional or more stringent requirements on construction activities or discharges from construction activities. For example, this permit does not limit the authority of a home-rule municipality provided by Texas Local Government Code §401 002.

8 Indian Country Lands

Storm water runoff from construction activities occurring on Indian Country lands are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of storm water require authorization under federal National Pollutant Discharge Elimination System (NPDES) regulations, authority for these discharges must be obtained from the U S Environmental Protection Agency (EPA)

9 Oil and Gas Production

Storm water runoff from construction activities associated with the exploration, development, or production of oil or gas or geothermal resources, including transportation of crude oil or natural gas by pipeline, are not under the authority of the TCEQ and are not eligible for coverage under this general permit If discharges of storm water require authorization under federal NPDES regulations, authority for these discharges must be obtained from the EPA.

10 Storm Water Discharges from Agricultural Activities

Storm water discharges from agricultural activities that are not point source discharges of storm water are not subject to TPDES permit requirements. These activities may include clearing and cultivating ground for crops, construction of fences to contain livestock, construction of stock ponds, and other similar agricultural activities Discharges of storm water runoff associated with the construction of facilities that are subject to TPDES regulations, such as the construction of confined animal feeding operations, would be point sources regulated under this general permit

11 Other

Nothing in Part II of the general permit is intended to negate any person's ability to assert the force majeure (act of God, war, strike, riot, or other catastrophe) defenses found in 30 TAC § 70.7

Section D. Deadlines for Obtaining Authorization to Discharge

1 Large Construction Activities

(a) New Construction - Discharges from sites where the commencement of construction occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities

(b) Ongoing Construction - Operators of large construction activities continuing to operate after the effective date of this permit, and authorized under TPDES general permit TXR150000 (issued March 5, 2003), must submit an NOI to renew authorization under this general permit within 90 days of the effective date of this general permit During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the previous TPDES permit

2 Small Construction Activities

(a) New Construction - Discharges from sites where the commencement of construction occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities

(b) Ongoing Construction - Discharges from ongoing small construction activities that commenced prior to the effective date of this general permit, and that would not meet the conditions to qualify for termination of this permit as described in Part II E of this general permit, must meet the requirements to be authorized, either under this general permit or a separate TPDES permit, within 90 days of the effective date of this general permit During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the previous TPDES permit.

Section E. Obtaining Authorization to Discharge

1 Automatic Authorization for Small Construction Activities With Low Potential for Erosion·

If all of the following conditions are met, then a small construction activity is determined to occur during periods of low potential for erosion, and a site operator may be automatically authorized under this general permit without being required to develop a storm water pollution prevention plan or submit a notice of intent (NOI)

(a) the construction activity occurs in a county listed in Appendix A;

(b) the construction activity is initiated and completed, including either final or temporary stabilization of all disturbed areas, within the time frame identified in Appendix A for the location of the construction site,

(c) all temporary stabilization is adequately maintained to effectively reduce or prohibit erosion, permanent stabilization activities have been initiated, and a condition of final stabilization is completed no later than 30 days following the end date of the time frame identified in Appendix A for the location of the construction site,

(d) the permittee signs a completed construction site notice (Attachment 1 of this general permit), including the certification statement,

(e) a signed copy of the construction site notice is posted at the construction site in a location where it is readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction activities, and maintained in that location until completion of the construction activity;

(f) a copy of the signed and certified construction site notice is provided to the operator of any municipal separate storm sewer system (MS4) receiving the discharge at least two days prior to commencement of construction activities,

(g) any supporting concrete batch plant or asphalt batch plant is separately authorized for discharges of storm water runoff or other non-storm water discharges under an individual TPDES permit, another TPDES general permit, or under an individual TCEQ permit where storm water and non-storm water is disposed of by evaporation or irrigation (discharges are adjacent to water in the state); and

(h) any non-storm water discharges are either authorized under a separate permit or authorization, or are not considered to be a wastewater

Part II.G. of this general permit describes how an operator may apply for and obtain a waiver from permitting, for certain small construction activities that occur during a period with a low potential for erosion, where automatic authorization under this section is not available

2 Automatic Authorization For All Other Small Construction Activities

Operators of small construction activities not described in Part II E.1 above may be automatically authorized under this general permit, and operators of these sites shall not be required to submit an NOI, provided that they meet all of the following conditions

(a) develop a SWP3 according to the provisions of this general permit, that covers either the entire site or all portions of the site for which the applicant is the operator, and implement that plan prior to commencing construction activities;

(b) sign and certify a completed construction site notice (Attachment 2 of this general permit), post the notice at the construction site in a location where it is safely and readily available for viewing by the general public, local, state, and federal authorities, prior to commencing construction, and maintain the notice in that location until completion of the construction activity (for linear construction activities, e.g pipeline or highway, the site notice must be placed in a publicly accessible location near where construction is actively underway; notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public, local, state, and federal authorities), and

(c) provide a copy of the signed and certified construction site notice to the operator of any municipal separate storm sewer system receiving the discharge at least two days prior to commencement of construction activities

Operators of small construction activities as defined in Part I of this general permit shall not submit an NOI for coverage unless otherwise required by the executive director

As described in Part I (Definitions) of this general permit, large construction activities include those that will disturb less than five (5) acres of land, but that are part of a larger common plan of development or sale that will ultimately disturb five (5) or more acres of land, and must meet the requirements of Part II E.3 below

3 Authorization for Large Construction Activities:

Operators of large construction activities that qualify for coverage under this general permit must meet all of the following conditions·

(a) develop a SWP3 according to the provisions of this general permit that covers either the entire site or all portions of the site for which the applicant is the operator, and implement that plan prior to commencing construction activities,

(b) primary operators must submit a Notice of Intent (NOI), using a form provided by the executive director, at least seven (7) days prior to commencing construction activities, or if utilizing electronic submittal, prior to commencing construction activities. If an additional primary operator is added after the initial NOI is submitted, the new primary operator must submit an NOI at least seven (7) days before assuming operational control, or if utilizing electronic NOI submittal, prior to assuming operational control. If the primary operator changes after the initial NOI is submitted, the new primary operator must submit a paper NOI or an electronic NOI at least ten (10) days before assuming operational control;

(c) all primary operators must also post a copy of the signed NOI at the construction site in a location where it is readily available for viewing by the general public, local,

state, and federal authorities prior to commencing construction activities, and must maintain the NOI in that location until completion of the construction activity,

(d) all operators of large construction activities must post a site notice in accordance with Part III.D.2. of this permit. The site notice must be located where it is safely and readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction, and must be maintained in that location until completion of the construction activity (for linear construction activities, e.g. pipeline or highway, the site notice must be placed in a publicly accessible location near where construction is actively underway, notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public; local, state, and federal authorities); and

(e) all primary operators must provide a copy of the signed NOI to the operator of any municipal separate storm sewer system (MS4) receiving the discharge and to any secondary operator, at least seven (7) days prior to commencing construction activities, and must list in the SWP3 the names and addresses of all MS4 operators receiving a copy.

(f) All persons meeting the definition of "secondary operator" in Part I of this permit are hereby notified that they are regulated under this general permit, but are not required to submit an NOI, provided that another operator(s) at the site has submitted an NOI, or is required to submit an NOI and the secondary operator has provided notification to the operator(s) of the need to obtain coverage (with records of notification available upon request) Any secondary operator notified under this provision may alternatively submit an NOI under this general permit, may seek coverage under an alternative TPDES individual permit, or may seek coverage under an alternative TPDES general permit if available.

4 Waivers for Small Construction Activities.

Part II G. describes how operators of certain small construction activities may obtain a waiver from coverage

5. Effective Date of Coverage

(a) Operators of small construction activities as described in either Part II E 1 or II E 2 above are authorized immediately following compliance with the applicable conditions of Part II.E 1 or II.E.2. Secondary operators of large construction activities as described in Part II E 3 above are authorized immediately following compliance with the applicable conditions in Part II E 3 For activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator's responsibilities under that rule Construction may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met

(b) Primary operators of large construction activities as described in Part II E 3 above are provisionally authorized seven (7) days from the date that a completed NOI is

postmarked for delivery to the TCEQ, unless otherwise notified by the executive director. If electronic submission of the NOI is provided, and unless otherwise notified by the executive director, primary operators are authorized immediately following confirmation of receipt of the NOI by the TCEQ. Authorization is non-provisional when the executive director finds the NOI is administratively complete and an authorization number is issued for the activity For activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator's responsibilities under that rule. Construction may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met

(c) Operators are not prohibited from submitting late NOIs or posting late notices to obtain authorization under this general permit. The TCEQ reserves the right to take appropriate enforcement actions for any unpermitted activities that may have occurred between the time construction commenced and authorization was obtained.

6 Notice of Change (NOC)

If relevant information provided in the NOI changes, an NOC must be submitted at least 14 days before the change occurs, if possible Where 14-day advance notice is not possible, the operator must submit an NOC within 14 days of discovery of the change If the operator becomes aware that it failed to submit any relevant facts or submitted incorrect information in an NOI, the correct information must be provided to the executive director in an NOC within 14 days after discovery The NOC shall be submitted on a form provided by the executive director, or by letter if an NOC form is not available A copy of the NOC must also be provided to the operator of any MS4 receiving the discharge, and a list must be included in the SWP3 that includes the names and addresses of all MS4 operators receiving a copy.

Information that may be included on an NOC includes, but is not limited to, the following. the description of the construction project, an increase in the number of acres disturbed (for increases of one or more acres), or the operator name. A transfer of operational control from one operator to another, including a transfer of the ownership of a company, may not be included in an NOC. A transfer of ownership of a company includes changes to the structure of a company, such as changing from a partnership to a corporation or changing corporation types, so that the filing number (or charter number) that is on record with the Texas Secretary of State must be changed

An NOC is not required for notifying TCEQ of a decrease in the number of acres disturbed. This information must be included in the storm water pollution prevention plan (SWP3) and retained on site.

7 Signatory Requirement for NOI Forms, Notice of Termination (NOT) Forms, NOC Letters, and Construction Site Notices

NOI forms, NOT forms, NOC letters, and Construction Site Notices that require a signature must be signed according to 30 TAC § 305 44 (relating to Signatories for Applications)

8 Contents of the NOI

The NOI form shall require, at a minimum, the following information:

(a) the TPDES CGP authorization number for existing authorizations under this general permit, where the operator submits an NOI to renew coverage within 90 days of the effective date of this general permit;

(b) the name, address, and telephone number of the operator filing the NOI for permit coverage,

(c) the name (or other identifier), address, county, and latitude/longitude of the construction project or site;

(d) the number of acres that will be disturbed by the applicant,

(e) confirmation that the project or site will not be located on Indian Country lands,

(f) confirmation that a SWP3 has been developed, that it will be implemented prior to construction, and that it is compliant with any applicable local sediment and erosion control plans,

(g) name of the receiving water(s),

(h) the classified segment number for each classified segment that receives discharges from the regulated construction activity (if the discharge is not directly to a classified segment, then the classified segment number of the first classified segment that those discharges reach), and

(i) the name of all surface waters receiving discharges from the regulated construction activity that are on the latest EPA-approved CWA § 303(d) list of impaired waters.

Section F. Terminating Coverage

1 Notice of Termination (NOT) Required

Each operator that has submitted an NOI for authorization under this general permit must apply to terminate that authorization following the conditions described in this section of the general permit Authorization must be terminated by submitting a Notice of Termination (NOT) on a form supplied by the executive director. Authorization to discharge under this general permit terminates at midnight on the day the NOT is postmarked for delivery to the TCEQ. If electronic submission of the NOT is provided, authorization to discharge under this permit terminates immediately following confirmation of receipt of the NOT by the TCEQ Compliance with the conditions and requirements of this permit is required until an NOT is submitted.

The NOT must be submitted to TCEQ, and a copy of the NOT provided to the operator of any MS4 receiving the discharge (with a list in the SWP3 of the names and addresses of all MS4 operators receiving a copy), within 30 days after any of the following conditions are met

(a) final stabilization has been achieved on all portions of the site that are the responsibility of the permittee,

(b) a transfer of operational control has occurred (See Section II F.4 below), or

(c) the operator has obtained alternative authorization under an individual TPDES permit or alternative TPDES general permit

2 Minimum Contents of the NOT

The NOT form shall require, at a minimum, the following information

(a) if authorization was granted following submission of an NOI, the permittee's site-specific TPDES authorization number for the construction site;

(b) an indication of whether the construction activity is completed or if the permittee is simply no longer an operator at the site,

(c) the name, address, and telephone number of the permittee submitting the NOT,

(d) the name (or other identifier), address, county, and latitude/longitude of the construction project or site; and

(e) a signed certification that either all storm water discharges requiring authorization under this general permit will no longer occur, or that the applicant to terminate coverage is no longer the operator of the facility or construction site, and that all temporary structural erosion controls have either been removed, will be removed on a schedule defined in the SWP3, or have been transferred to a new operator if the new operator has applied for permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

3 Termination of Coverage for Small Construction Sites and for Secondary Operators at Large Construction Sites

Each operator that has obtained automatic authorization and has not been required to submit an NOI must remove the site notice upon meeting any of the conditions listed below, complete the applicable portion of the site notice related to removal of the site notice, and submit a copy of the completed site notice to the operator of any MS4 receiving the discharge (or provide alternative notification as allowed by the MS4 operator, with documentation of such notification included in the SWP3), within 30 days of meeting any of the following conditions

(a) final stabilization has been achieved on all portions of the site that are the responsibility of the permittee,

(b) a transfer of operational control has occurred (See Section II F 4 below), or

(c) the operator has obtained alternative authorization under an individual or general TPDES permit.

Authorization to discharge under this general permit terminates immediately upon removal of the applicable site notice Compliance with the conditions and requirements of this permit is required until the site notice is removed

4. Transfer of Operational Control

Coverage under this general permit is not transferable A transfer of operational control includes changes to the structure of a company, such as changing from a partnership to a corporation, or changing to a different corporation type such that a different filing (or charter) number is established with the Texas Secretary of State.

When the primary operator of a large construction activity changes or operational control is transferred, the original operator must submit a Notice of Termination (NOT) within ten (10) days prior to the date that responsibility for operations terminates, and the new operator must submit an NOI at least ten (10) days prior to the transfer of operational control, in accordance with condition (a) or (b) below. A copy of the NOT must be provided to the operator of any MS4 receiving the discharge in accordance with Section II F 1 above

Operators of regulated construction activities who are not required to submit an NOI must remove the original site notice, and the new operator must post the required site notice prior to the transfer of operational control, in accordance with condition (a) or (b) below. A copy of the completed site notice must be provided to the operator of any MS4 receiving the discharge, in accordance with Section II F 3 above.

A transfer of operational control occurs when either of the following criteria is met

(a) Another operator has assumed control over all areas of the site that have not been finally stabilized; and all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator, provided that the permitted operator has attempted to notify the new operator in writing of the requirement to obtain permit coverage. Record of this notification (or attempt at notification) shall be retained by the operator in accordance with Part VI of this permit. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal

(b) A homebuilder has purchased one or more lots from an operator who obtained coverage under this general permit for a common plan of development or sale The homebuilder is considered a new operator and shall comply with the requirements listed above, including the development of a SWP3 if necessary Under these circumstances, the homebuilder is only responsible for compliance with the general permit requirements as they apply to lot(s) it has operational control over, and the original operator remains responsible for common controls or discharges, and must amend its SWP3 to remove the lot(s) transferred to the homebuilder

Section G. Waivers from Coverage

The executive director may waive the otherwise applicable requirements of this general permit for storm water discharges from small construction activities under the terms and conditions described in this section

1 Waiver Applicability and Coverage

Operators of small construction activities may apply for and receive a waiver from the requirements to obtain authorization under this general permit, where all of the following conditions are met This waiver from coverage does not apply to non-storm water discharges The operator must insure that any non-storm water discharges are either authorized under a separate permit or authorization, or are not considered to be a wastewater.

(a) the calculated rainfall erosivity (R) factor for the entire period of the construction project is less than five (5);

(b) the operator submits to the TCEQ a signed waiver certification form, supplied by the executive director, certifying that the construction activity will commence and be completed within a period when the value of the calculated rainfall erosivity R factor is less than five (5); and

(c) the waiver certification form is postmarked for delivery to the TCEQ at least two (2) days before construction activity begins.

2 Steps to Obtaining a Waiver

The construction site operator may calculate the R factor to request a waiver using the following steps

(a) Estimate the construction start date and the construction end date The construction end date is the date that final stabilization will be achieved

(b) Find the appropriate Erosivity Index (EI) zone in Appendix B of this permit

(c) Find the EI percentage for the project period by adding the results for each period of the project using the table provided in Appendix D of this permit, in EPA Fact Sheet 2 1, or in USDA Handbook 703, by subtracting the start value from the end value to find the percent EI for the site

(d) Refer to the Isoerodent Map (Appendix C of this permit) and interpolate the annual isoerodent value for the proposed construction location.

(e) Multiply the percent value obtained in Step (c) above by the annual isoerodent value obtained in Step (d) This is the R factor for the proposed project If the value is less than 5, then a waiver may be obtained If the value is five (5) or more, then a waiver may not be obtained, and the operator must obtain coverage under Part II E.2 of this permit

Alternatively, the operator may calculate a site-specific R factor utilizing the following online calculator· http //ei tamu.edu/index html, or using another available resource

The waiver certification form is not required to be posted at the small construction site

3. Effective Date of Waiver

Operators of small construction activities are provisionally waived from the otherwise applicable requirements of this general permit two (2) days from the date that a completed waiver certification form is postmarked for delivery to TCEQ

4 Activities Extending Beyond the Waiver Period

If a construction activity extends beyond the approved waiver period due to circumstances beyond the control of the operator, the operator must either:

(a) recalculate the rainfall erosivity (R) factor using the original start date and a new projected ending date, and if the R factor is still under five (5), submit a new waiver certification form at least two (2) days before the end of the original waiver period, or

(b) obtain authorization under this general permit according to the requirements delineated in either Part II E 2 or Part II.E 3 at least two (2) days before the end of the approved waiver period

Section H. Alternative TPDES Permit Coverage

1 Individual Permit Alternative

Any discharge eligible for coverage under this general permit may alternatively be authorized under an individual TPDES permit according to 30 TAC Chapter 305 (relating to Consolidated Permits) Applications for individual permit coverage should be submitted at least three hundred and thirty (330) days prior to commencement of construction activities to ensure timely issuance

2 Individual Permit Required

The executive director may suspend an authorization or deny an NOI in accordance with the procedures set forth in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges), including the requirement that the executive director provide written notice to the permittee The executive director may require an operator of a construction site, otherwise eligible for authorization under this general permit, to apply for an individual TPDES permit in the following circumstances

(a) the conditions of an approved total maximum daily load (TMDL) limitation or TMDL implementation plan on the receiving stream,

(b) the activity being determined to cause a violation of water quality standards or being found to cause, or contribute to, the loss of a designated use of surface water in the state and

(c) any other consideration defined in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges) including 30 TAC §205.4(c)(3)(D), which allows the commission to deny authorization under the general permit and require an individual permit if a discharger "has been determined by the executive director to have been out of compliance with any rule, order, or permit of the commission, including non-payment of fees assessed by the executive director."

Additionally, the executive director may cancel, revoke, or suspend authorization to discharge under this general permit based on a finding of historical and significant noncompliance with the provisions of this general permit, relating to 30 TAC §60 3 (Use of Compliance History) Denial of authorization to discharge under this general permit or suspension of a permittee's authorization under this general permit shall be done according to commission rules in 30 TAC, Chapter 205 (relating to General Permits for Waste Discharges)

3 Any discharge eligible for authorization under this general permit may alternatively be authorized under a separate general permit according to 30 TAC Chapter 205 (relating to General Permits for Waste Discharges), if applicable.

Section I. Permit Expiration

1 This general permit is issued for a term not to exceed five (5) years. All active discharge authorizations expire on the date provided on page one (1) of this permit Following public notice and comment, as provided by 30 TAC §205.3 (relating to Public Notice, Public Meetings, and Public Comment), the commission may amend, revoke, cancel, or renew this general permit.

2 If the executive director publishes a notice of the intent to renew or amend this general permit before the expiration date, the permit will remain in effect for existing, authorized discharges until the commission takes final action on the permit Upon issuance of a renewed or amended permit, permittees may be required to submit an NOI within 90 days following the effective date of the renewed or amended permit, unless that permit provides for an alternative method for obtaining authorization

3 If the commission does not propose to reissue this general permit within 90 days before the expiration date, permittees shall apply for authorization under an individual permit or an alternative general permit If the application for an individual permit is submitted before the expiration date, authorization under this expiring general permit remains in effect until the issuance or denial of an individual permit No new NOIs will be accepted nor new authorizations honored under the general permit after the expiration date

Part III. Storm Water Pollution Prevention Plans (SWP3)

Storm water pollution prevention plans must be prepared to address discharges authorized under Parts II E 2 and II E 3 that will reach Waters of the United States, including discharges to MS4s and privately owned

separate storm sewer systems that drain to Waters of the United States, to identify and address potential sources of pollution that are reasonably expected to affect the quality of discharges from the construction site, including off-site material storage areas, overburden and stockpiles of dirt, borrow areas, equipment staging areas, vehicle repair areas, fueling areas, etc , used solely by the permitted project The SWP3 must describe the implementation of practices that will be used to minimize to the extent practicable the discharge of pollutants in storm water associated with construction activity and non-storm water discharges described in Part II A.3 , in compliance with the terms and conditions of this permit.

Individual operators at a site may develop separate SWP3s that cover only their portion of the project, provided reference is made to the other operators at the site. Where there is more than one SWP3 for a site, permittees must coordinate to ensure that BMPs and controls are consistent and do not negate or impair the effectiveness of each other. Regardless of whether a single comprehensive SWP3 is developed or separate SWP3s are developed for each operator, it is the responsibility of each operator to ensure compliance with the terms and conditions of this general permit in the areas of the construction site where that operator has control over construction plans and specifications or day-to-day operations

Section A. Shared SWP3 Development

For more effective coordination of BMPs and opportunities for cost sharing, a cooperative effort by the different operators at a site is encouraged Operators must independently obtain authorization, but may work together to prepare and implement a single, comprehensive SWP3 for the entire construction site

1 The SWP3 must clearly list the name and, for large construction activities, the general permit authorization numbers, for each operator that participates in the shared SWP3 Until the TCEQ responds to receipt of the NOI with a general permit authorization number, the SWP3 must specify the date that the NOI was submitted to TCEQ by each operator Each operator participating in the shared plan must also sign the SWP3

2 The SWP3 must clearly indicate which operator is responsible for satisfying each shared requirement of the SWP3 If the responsibility for satisfying a requirement is not described in the plan, then each permittee is entirely responsible for meeting the requirement within the boundaries of the construction site where they perform construction activities The SWP3 must clearly describe responsibilities for meeting each requirement in shared or common areas

Section B. Responsibilities of Operators

1 Secondary Operators and Primary Operators with Control Over Construction Plans and Specifications

All secondary operators and primary operators with control over construction plans and specifications must.

(a) ensure the project specifications allow or provide that adequate BMPs are developed to meet the requirements of Part III of this general permit,

(b) ensure that the SWP3 indicates the areas of the project where they have control over project specifications, including the ability to make modifications in specifications,

(c) ensure all other operators affected by modifications in project specifications are notified in a timely manner so that those operators may modify their best management practices as necessary to remain compliant with the conditions of this general permit, and

(d) ensure that the SWP3 for portions of the project where they are operators indicates the name and site-specific TPDES authorization numbers for permittees with the day-to-day operational control over those activities necessary to ensure compliance with the SWP3 and other permit conditions. If the party with day-to-day operational control has not been authorized or has abandoned the site, the person with control over project specifications is considered to be the responsible party until the authority is transferred to another party and the SWP3 is updated

2 Primary Operators with Day-to-Day Operational Control

Primary Operators with day-to-day operational control of those activities at a project that are necessary to ensure compliance with an SWP3 and other permit conditions must ensure that the SWP3 accomplishes the following requirements·

(a) meets the requirements of this general permit for those portions of the project where they are operators,

(b) identifies the parties responsible for implementation of best management practices (BMPs) described in the SWP3,

(c) indicates areas of the project where they have operational control over day-to-day activities, and

(d) includes, for areas where they have operational control over day-to-day activities, the name and site-specific TPDES authorization number of the parties with control over project specifications, including the ability to make modifications in specifications

Section C. Deadlines for SWP3 Preparation, Implementation, and Compliance

The SWP3 must be prepared prior to obtaining authorization under this general permit, and implemented prior to commencing construction activities that result in soil disturbance. The SWP3 must be prepared so that it provides for compliance with the terms and conditions of this general permit.

Section D. Plan Review and Making Plans Available

1 The SWP3 must be retained on-site at the construction site or, if the site is inactive or does not have an on-site location to store the plan, a notice must be posted describing the location of the SWP3. The SWP3 must be made readily available at the time of an on-site inspection to the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or storm water management plans, local government officials, and the operator of a municipal separate storm sewer receiving discharges from the site.

2 In addition to the requirement to post the NOI, a primary operator of a large construction activity must post the site notice provided in Attachment 4 of this permit near the main entrance of the construction site An operator of a small construction activity seeking authorization under this general permit and a secondary operator of a large construction activity must post the site notice required in Part II.E.1., 2., or 3. of this permit in order to obtain authorization (see Attachments 1, 2, and 3). If the construction project is a linear construction project (e g. pipeline or highway), the notices must be placed in a publicly accessible location near where construction is actively underway Notices for these linear sites may be relocated, as necessary, along the length of the project The notices must be readily available for viewing by the general public, local, state, and federal authorities, and contain the following information.

(a) the site-specific TPDES authorization number for the project if assigned,

(b) the operator name, contact name, and contact phone number,

(c) a brief description of the project, and

(d) the location of the SWP3

3 This permit does not provide the general public with any right to trespass on a construction site for any reason, including inspection of a site; nor does this permit require that permittees allow members of the general public access to a construction site

Section E. Revisions and Updates to SWP3s

The permittee must revise or update the SWP3 whenever the following occurs

1 a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3,

2 changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs; or

3 results of inspections or investigations by site operators, operators of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under this general permit

Section F. Contents of SWP3

The SWP3 must include, at a minimum, the information described in this section

1 A site or project description, which includes the following information·

(a) a description of the nature of the construction activity;

(b) a list of potential pollutants and their sources,

(c) a description of the intended schedule or sequence of activities that will disturb soils for major portions of the site,

(d) the total number of acres of the entire property and the total number of acres where construction activities will occur, including off-site material storage areas, overburden and stockpiles of dirt, and borrow areas that are authorized under the permittee's NOI,

(e) data describing the soil or the quality of any discharge from the site;

(f) a map showing the general location of the site (e g a portion of a city or county map);

(g) a detailed site map (or maps) indicating the following·

(i) drainage patterns and approximate slopes anticipated after major grading activities;

(ii) areas where soil disturbance will occur,

(iii) locations of all major structural controls either planned or in place,

(iv) locations where temporary or permanent stabilization practices are expected to be used,

(v) locations of construction support activities, including off-site activities, that are authorized under the permittee's NOI, including material, waste, borrow, fill, or equipment storage areas,

(vi) surface waters (including wetlands) either at, adjacent, or in close proximity to the site,

(vii) locations where storm water discharges from the site directly to a surface water body or a municipal separate storm sewer system, and

(viii) vehicle wash areas.

Where the amount of information required to be included on the map would result in a single map being difficult to read and interpret, the operator shall develop a series of maps that collectively include the required information

(h) the location and description of support activities authorized under the permittee's NOI, including asphalt plants, concrete plants, and other activities providing support to the construction site that is authorized under this general permit,

(i) the name of receiving waters at or near the site that may be disturbed or that may receive discharges from disturbed areas of the project,

(j) a copy of this TPDES general permit, and

(k) the notice of intent (NOI) and acknowledgement certificate for primary operators of large construction sites, and the site notice for small construction sites and for secondary operators of large construction sites.

2 A description of the best management practices (BMPs) that will be used to minimize pollution in runoff

The description must identify the general timing or sequence for implementation. At a minimum, the description must include the following components

(a) General Requirements

(i) Erosion and sediment controls must be designed to retain sediment on-site to the extent practicable with consideration for local topography, soil type, and rainfall.

(ii) Control measures must be properly selected, installed, and maintained according to the manufacturer's or designer's specifications

(iii) Controls must be developed to minimize the offsite transport of litter, construction debris, and construction materials

(b) Erosion Control and Stabilization Practices

The SWP3 must include a description of temporary and permanent erosion control and stabilization practices for the site, including a schedule of when the practices will be implemented Site plans should ensure that existing vegetation is preserved where it is possible

(i) Erosion control and stabilization practices may include but are not limited to· establishment of temporary or permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of existing trees and vegetation, slope texturing, temporary velocity dissipation devices, flow diversion mechanisms, and other similar measures.

(ii) The following records must be maintained and either attached to or referenced in the SWP3, and made readily available upon request to the parties listed in Part III D 1 of this general permit

(A) the dates when major grading activities occur;

(B) the dates when construction activities temporarily or permanently cease on a portion of the site, and

(C) the dates when stabilization measures are initiated

(iii) Erosion control and stabilization measures must be initiated as soon as practicable in portions of the site where construction activities have temporarily ceased Stabilization measures that provide a protective cover must be initiated as soon as practicable in portions of the site where construction activities have permanently ceased Except as provided in (A) through (D) below, these measures must be initiated no more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased:

(A) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable

(B) Where construction activity on a portion of the site has temporarily ceased, and earth disturbing activities will be resumed within 21 days, temporary erosion control and stabilization measures are not required on that portion of site

(C) In arid areas, semiarid areas, and areas experiencing droughts where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased or is precluded by arid conditions, erosion control and stabilization measures must be initiated as soon as practicable Where vegetative controls are not feasible due to arid conditions, the operator shall install non-vegetative erosion controls. If non-vegetative controls are not feasible, the operator shall install temporary sediment controls as required in Paragraph (D) below

(D) In areas where temporary stabilization measures are infeasible, the operator may alternatively utilize temporary perimeter controls The operator must document in the SWP3 the reason why stabilization measures are not feasible, and must demonstrate that the perimeter controls will retain sediment on site to the extent practicable The operator must continue to inspect the BMPs at the frequency established in Section III.F 7 (a) for unstabilized sites

(iv) Final stabilization must be achieved prior to termination of permit coverage.

(c) Sediment Control Practices

The SWP3 must include a description of any sediment control practices used to remove eroded soils from storm water runoff, including the general timing or sequence for implementation of controls.

(i) Sites With Drainage Areas of Ten or More Acres

(A) Sedimentation Basin(s)

(1) A sedimentation basin is required, where feasible, for a common drainage location that serves an area with ten (10) or more acres disturbed at one time A sedimentation basin may be temporary or permanent, and must provide sufficient storage to contain a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained When calculating the volume of runoff from a 2-year, 24-hour storm event, it is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone permanent stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin. Capacity calculations shall be included in the SWP3

(2) Where rainfall data is not available or a calculation cannot be performed, the sedimentation basin must provide at least 3,600 cubic feet of storage per acre drained until final stabilization of the site.

(3) If a sedimentation basin is not feasible, then the permittee shall provide equivalent control measures until final stabilization of the site. In determining whether installing a sediment basin is feasible, the permittee may consider factors such as site soils, slope, available area, public safety, precipitation patterns, site geometry, site vegetation, infiltration capacity, geotechnical factors, depth to groundwater, and other similar considerations The permittee shall document the reason that the sediment basins are not feasible, and shall utilize equivalent control measures, which may include a series of smaller sediment basins

(B) Perimeter Controls At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions

(ii) Controls for Sites With Drainage Areas Less than Ten Acres.

(A) Sediment traps and sediment basins may be used to control solids in storm water runoff for drainage locations serving less than ten (10) acres At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions

(B) Alternatively, a sediment basin that provides storage for a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed

acre drained may be utilized Where rainfall data is not available or a calculation cannot be performed, a temporary or permanent sediment basin providing 3,600 cubic feet of storage per acre drained may be provided If a calculation is performed, then the calculation shall be included in the SWP3

3 A Description of Permanent Storm Water Controls

A description of any measures that will be installed during the construction process to control pollutants in storm water discharges that may occur after construction operations have been completed must be included in the SWP3 Permittees are only responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site or prior to submission of an NOT

4 Other Required Controls and BMPs

(a) Permittees shall minimize, to the extent practicable, the off-site vehicle tracking of sediments and the generation of dust The SWP3 shall include a description of controls utilized to accomplish this requirement

(b) The SWP3 must include a description of construction and waste materials expected to be stored on-site and a description of controls to minimize pollutants from these materials

(c) The SWP3 must include a description of potential pollutant sources from areas other than construction (such as storm water discharges from dedicated asphalt plants and dedicated concrete batch plants), and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges

(d) Permittees shall place velocity dissipation devices at discharge locations and along the length of any outfall channel (i e , runoff conveyance) to provide a non-erosive flow velocity from the structure to a water course, so that the natural physical and biological characteristics and functions are maintained and protected

(e) Permittees shall design and utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water from the site.

5 Documentation of Compliance with Approved State and Local Plans

(a) Permittees must ensure that the SWP3 is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by federal, state, or local officials

(b) SWP3s must be updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or storm water management site plans or site permits approved by state or local official for which the permittee receives written notice.

(c) If the permittee is required to prepare a separate management plan, including but not limited to a Water Pollution Abatement Plan or Contributing Zone Plan in accordance with 30 TAC Chapter 213 (related to the Edwards Aquifer), then a copy of that plan must be either included in the SWP3 or made readily available upon request to authorized personnel of the TCEQ The permittee shall maintain a copy of the approval letter for the plan in its SWP3

6 Maintenance Requirements

(a) All protective measures identified in the SWP3 must be maintained in effective operating condition If, through inspections or other means, the permittee determines that BMPs are not operating effectively, then the permittee shall perform maintenance as necessary to maintain the continued effectiveness of storm water controls, and prior to the next rain event if feasible. If maintenance prior to the next anticipated storm event is impracticable, the reason shall be documented in the SWP3 and maintenance must be scheduled and accomplished as soon as practicable Erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.

(b) If periodic inspections or other information indicates a control has been used incorrectly, is performing inadequately, or is damaged, then the operator must replace or modify the control as soon as practicable after making the discovery

(c) Sediment must be removed from sediment traps and sedimentation ponds no later than the time that design capacity has been reduced by 50%. For perimeter controls such as silt fences, berms, etc , the trapped sediment must be removed before it reaches 50% of the above-ground height

(d) If sediment escapes the site, accumulations must be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible. If the permittee does not own or operate the off-site conveyance, then the permittee must to work with the owner or operator of the property to remove the sediment

7 Inspections of Controls

(a) Personnel provided by the permittee must inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system. Personnel conducting these inspections must be knowledgeable of this general permit, familiar with the construction site, and knowledgeable of the SWP3 for the site Sediment and erosion control measures identified in the SWP3 must be inspected to ensure that they are operating correctly. Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking Inspections must be conducted at least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater

Where sites have been finally or temporarily stabilized or where runoff is unlikely due to winter conditions (e.g site is covered with snow, ice, or frozen ground exists), inspections must be conducted at least once every month. In arid or semi-arid areas, inspections must be conducted at least once every month and within 24 hours after the end of a storm event of 0 5 inches or greater

As an alternative to the above-described inspection schedule of once every 14 calendar days and within 24 hours of a storm event of 0 5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, then the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection. The inspections may occur on either schedule provided that the SWP3 reflects the current schedule and that any changes to the schedule are conducted in accordance with the following provisions the schedule may be changed a maximum of one time each month, the schedule change must be implemented at the beginning of a calendar month, and the reason for the schedule change must be documented in the SWP3 (e g., end of "dry" season and beginning of "wet" season)

(b) Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may provide inspection personnel with limited access to the areas described in Part III F.8.(a) above. Inspection of these areas could require that vehicles compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, and increase the potential for erosion In these circumstances, controls must be inspected at least once every 14 calendar days and within 24 hours of the end of a storm event of 0 5 inches, but representative inspections may be performed. For representative inspections, personnel must inspect controls along the construction site for 0 25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described in Part III F 8 (a) above The conditions of the controls along each inspected 0 25 mile portion may be considered as representative of the condition of controls along that reach extending from the end of the 0 25 mile portion to either the end of the next 0 25 mile inspected portion, or to the end of the project, whichever occurs first.

As an alternative to the above-described inspection schedule of once every 14 calendar days and within 24 hours of a storm event of 0.5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days If this alternative schedule is developed, the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection The inspections may occur on either schedule provided that the SWP3 reflects the current schedule and that any changes to the schedule are conducted in accordance with the following provisions the schedule may be changed a maximum of one time each month, the schedule change must be implemented at the beginning of a calendar month, and the reason for the schedule change must be documented in the SWP3 (e g , end of "dry" season and beginning of "wet" season).

(c) In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections must be conducted as soon as access is practicable

(d) The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event If implementation before the next anticipated storm event is impracticable, these changes must be implemented as soon as practicable

(e) A report summarizing the scope of the inspection, the date(s) of the inspection, and major observations relating to the implementation of the SWP3 must be made and retained as part of the SWP3 Major observations should include The locations of discharges of sediment or other pollutants from the site, locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed

Actions taken as a result of inspections must be described within, and retained as a part of, the SWP3 Reports must identify any incidents of non-compliance Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit The report must be signed by the person and in the manner required by 30 TAC § 305 128 (relating to Signatories to Reports)

The names and qualifications of personnel making the inspections for the permittee may be documented once in the SWP3 rather than being included in each report

8 The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for all eligible non-storm water components of the discharge, as listed in Part II A 3 of this permit

9 The SWP3 must include the information required in Part III B of this general permit.

Part IV. Storm Water Runoff from Concrete Batch Plants

Discharges of storm water runoff from concrete batch plants at regulated construction sites may be authorized under the provisions of this general permit provided that the following requirements are met for concrete batch plant(s) authorized under this permit. If discharges of storm water runoff from concrete batch plants are not covered under this general permit, then discharges must be authorized under an alternative general permit or individual permit This permit does not authorize the discharge or land disposal of any wastewater from concrete batch plants at regulated construction sites Authorization for these wastes must be obtained under an individual permit or an alternative general permit

Section A. Benchmark Sampling Requirements

1 Operators of concrete batch plants authorized under this general permit must sample the storm water runoff from the concrete batch plants according to the requirements of this

section of this general permit, and must conduct evaluations on the effectiveness of the SWP3 based on the following benchmark monitoring values

Benchmark Parameter	Benchmark Value	Sampling Frequency	Sample Type
Oil and Grease	15 mg/L	1/quarter (*1)(*2)	Grab (*3)
Total Suspended Solids	100 mg/L	1/quarter (*1)(*2)	Grab (*3)
pH	6 0 - 9.0 Standard Units	1/quarter (*1)(*2)	Grab (*3)
Total Iron	1.3 mg/L	1/quarter(*1)(*2)	Grab (*3)

(*1) When discharge occurs Sampling is required within the first 30 minutes of discharge If it is not practicable to take the sample, or to complete the sampling, within the first 30 minutes, sampling must be completed within the first hour of discharge If sampling is not completed within the first 30 minutes of discharge, the reason must be documented and attached to all required reports and records of the sampling activity

(*2) Sampling must be conducted at least once during each of the following periods The first sample must be collected during the first full quarter that a storm water discharge occurs from a concrete batch plant authorized under this general permit

January through March
April through June
July through September
October through December

For projects lasting less than one full quarter, a minimum of one sample shall be collected, provided that a storm water discharge occurred at least once following submission of the NOI or following the date that automatic authorization was obtained under Section II E 2 , and prior to terminating coverage

(*3) A grab sample shall be collected from the storm water discharge resulting from a storm event that is at least 0 1 inches of measured precipitation that occurs at least 72 hours from the previously measurable storm event The sample shall be collected downstream of the concrete batch plant, and where the discharge exits any BMPs utilized to handle the runoff from the batch plant, prior to commingling with any other water authorized under this general permit

2 The permittee must compare the results of sample analyses to the benchmark values above, and must include this comparison in the overall assessment of the SWP3's effectiveness Analytical results that exceed a benchmark value are not a violation of this permit, as these values are not numeric effluent limitations Results of analyses are indicators that modifications of the SWP3 should be assessed and may be necessary to protect water quality The operator must investigate the cause for each exceedance and must document the results of this investigation in the SWP3 by the end of the quarter following the sampling event.

The operator's investigation must identify the following:

(a) any additional potential sources of pollution, such as spills that might have occurred,

(b) necessary revisions to good housekeeping measures that are part of the SWP3,

(c) additional BMPs, including a schedule to install or implement the BMPs, and

(d) other parts of the SWP3 that may require revisions in order to meet the goal of the benchmark values.

Background concentrations of specific pollutants may also be considered during the investigation If the operator is able to relate the cause of the exceedance to background concentrations, then subsequent exceedances of benchmark values for that pollutant may be resolved by referencing earlier findings in the SWP3. Background concentrations may be identified by laboratory analyses of samples of storm water runon to the permitted facility, by laboratory analyses of samples of storm water run-off from adjacent non-industrial areas, or by identifying the pollutant is a naturally occurring material in soils at the site

Section B. Best Management Practices (BMPs) and SWP3 Requirements

Minimum Storm Water Pollution Prevention Plan (SWP3) Requirements – The following are required in addition to other SWP3 requirements listed in this general permit (including, but not limited to Part III F 7 of this permit)

1 Description of Potential Pollutant Sources - The SWP3 must provide a description of potential sources (activities and materials) that may reasonably be expected to affect the quality of storm water discharges associated with concrete batch plants authorized under this permit The SWP3 must describe practices that that will be used to reduce the pollutants in these discharges to assure compliance with this general permit, including the protection of water quality, and must ensure the implementation of these practices

The following must be developed, at a minimum, in support of developing this description·

(a) Drainage – The site map must include the following information.

(1) the location of all outfalls for storm water discharges associated with concrete batch plants that are authorized under this permit;

(2) a depiction of the drainage area and the direction of flow to the outfall(s);

(3) structural controls used within the drainage area(s),

(4) the locations of the following areas associated with concrete batch plants that are exposed to precipitation vehicle and equipment maintenance activities (including fueling, repair, and storage areas for vehicles and equipment scheduled for maintenance); areas used for the treatment, storage, or disposal

of wastes, liquid storage tanks, material processing and storage areas, and loading and unloading areas, and

(5) the locations of the following any bag house or other dust control device(s), recycle/sedimentation pond, clarifier or other device used for the treatment of facility wastewater (including the areas that drain to the treatment device), areas with significant materials, and areas where major spills or leaks have occurred

(b) Inventory of Exposed Materials – A list of materials handled at the concrete batch plant that may be exposed to storm water and that have a potential to affect the quality of storm water discharges associated with concrete batch plants that are authorized under this general permit.

(c) Spills and Leaks - A list of significant spills and leaks of toxic or hazardous pollutants that occurred in areas exposed to storm water and that drain to storm water outfalls associated with concrete batch plants authorized under this general permit must be developed, maintained, and updated

(d) Sampling Data - A summary of existing storm water discharge sampling data must be maintained, if available.

2 Measures and Controls - The SWP3 must include a description of management controls to regulate pollutants identified in the SWP3's "Description of Potential Pollutant Sources" from Part IV B 1 (a) of this permit, and a schedule for implementation of the measures and controls This must include, at a minimum·

(a) Good Housekeeping - Good housekeeping measures must be developed and implemented in the area(s) associated with concrete batch plants

(1) Operators must prevent or minimize the discharge of spilled cement, aggregate (including sand or gravel), settled dust, or other significant materials from paved portions of the site that are exposed to storm water Measures used to minimize the presence of these materials may include regular sweeping or other equivalent practices These practices must be conducted at a frequency that is determined based on consideration of the amount of industrial activity occurring in the area and frequency of precipitation, and shall occur at least once per week when cement or aggregate is being handled or otherwise processed in the area

(2) Operators must prevent the exposure of fine granular solids, such as cement, to storm water Where practicable, these materials must be stored in enclosed silos, hoppers or buildings, in covered areas, or under covering

(b) Spill Prevention and Response Procedures - Areas where potential spills that can contribute pollutants to storm water runoff, and the drainage areas from these locations, must be identified in the SWP3 Where appropriate, the SWP3 must specify material handling procedures, storage requirements, and use of equipment

Procedures for cleaning up spills must be identified in the SWP3 and made available to the appropriate personnel

(c) Inspections - Qualified facility personnel (i.e , a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) must be identified to inspect designated equipment and areas of the facility specified in the SWP3 The inspection frequency must be specified in the SWP3 based upon a consideration of the level of concrete production at the facility, but must be a minimum of once per month while the facility is in operation. The inspection must take place while the facility is in operation and must, at a minimum, include all areas that are exposed to storm water at the site, including material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, truck wash down and equipment cleaning areas Follow-up procedures must be used to ensure that appropriate actions are taken in response to the inspections Records of inspections must be maintained and be made readily available for inspection upon request

(d) Employee Training - An employee training program must be developed to educate personnel responsible for implementing any component of the SWP3, or personnel otherwise responsible for storm water pollution prevention, with the provisions of the SWP3 The frequency of training must be documented in the SWP3, and at a minimum, must consist of one training prior to the initiation of operation of the concrete batch plant

(e) Record Keeping and Internal Reporting Procedures - A description of spills and similar incidents, plus additional information that is obtained regarding the quality and quantity of storm water discharges, must be included in the SWP3 Inspection and maintenance activities must be documented and records of those inspection and maintenance activities must be incorporated in the SWP3

(f) Management of Runoff - The SWP3 shall contain a narrative consideration for reducing the volume of runoff from concrete batch plants by diverting runoff or otherwise managing runoff, including use of infiltration, detention ponds, retention ponds, or reusing of runoff.

3 Comprehensive Compliance Evaluation – At least once per year, one or more qualified personnel (i.e , a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) shall conduct a compliance evaluation of the plant The evaluation must include the following

(a) Visual examination of all areas draining storm water associated with regulated concrete batch plants for evidence of, or the potential for, pollutants entering the drainage system These include but are not limited to: cleaning areas, material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, and truck wash down and equipment cleaning areas Measures implemented to reduce pollutants in runoff (including structural controls and implementation of management practices) must be evaluated to determine if they are effective and if they are implemented in accordance with the terms of this permit

and with the permittee's SWP3 The operator shall conduct a visual inspection of equipment needed to implement the SWP3, such as spill response equipment.

(b) Based on the results of the evaluation, the following must be revised as appropriate within two weeks of the evaluation. the description of potential pollutant sources identified in the SWP3 (as required in Part IV B 1 , "Description of Potential Pollutant Sources"), and pollution prevention measures and controls identified in the SWP3 (as required in Part IV B 2., "Measures and Controls"). The revisions may include a schedule for implementing the necessary changes

(c) The permittee shall prepare and include in the SWP3 a report summarizing the scope of the evaluation, the personnel making the evaluation, the date(s) of the evaluation, major observations relating to the implementation of the SWP3, and actions taken in response to the findings of the evaluation. The report must identify any incidents of noncompliance Where the report does not identify incidences of noncompliance, the report must contain a statement that the evaluation did not identify any incidence(s), and the report must be signed according to 30 TAC Section 305 128, relating to Signatories to Reports.

(d) The Comprehensive Compliance Evaluation may substitute for one of the required inspections delineated in Part IV.B 2 (c) of this general permit

Section C. Prohibition of Wastewater Discharges

Wastewater discharges associated with concrete production including wastewater disposal by land application are not authorized under this general permit These wastewater discharges must be authorized under an alternative TCEQ water quality permit or otherwise disposed of in an authorized manner Discharges of concrete truck washout at construction sites may be authorized if conducted in accordance with the requirements of Part V of this general permit

Part V. Concrete Truck Wash Out Requirements

This general permit authorizes the wash out of concrete trucks at construction sites regulated under Sections II E 1 , 2 , and 3 of this general permit, provided the following requirements are met. Authorization is limited to the land disposal of wash out water from concrete trucks that are associated with off-site production facilities Wash out water associated with on-site concrete production facilities must be authorized under a separate TCEQ general permit or individual permit

1 Direct discharge of concrete truck wash out water to surface water in the state, including discharge to storm sewers, is prohibited by this general permit

2. Concrete truck wash out water shall be discharged to areas at the construction site where structural controls have been established to prevent direct discharge to surface waters, or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent direct discharge to surface waters. Structural controls may consist of temporary berms, temporary shallow pits, temporary storage tanks with slow rate release, or other reasonable measures to prevent runoff from the construction site

3 Wash out of concrete trucks during rainfall events shall be minimized The direct discharge

of concrete truck wash out water is prohibited at all times, and the operator shall insure that its BMPs are sufficient to prevent the discharge of concrete truck washout as the result of rain

4 The discharge of wash out water shall not cause or contribute to groundwater contamination

5 If a SWP3 is required to be implemented, the SWP3 shall include concrete wash out areas on the associated map

Part VI. Retention of Records

The permittee must retain the following records for a minimum period of three (3) years from the date that a NOT is submitted as required by Part II.E.3. For activities in which an NOT is not required, records shall be retained for a minimum period of three (3) years from the date that the operator terminates coverage under Section II F.3 of this permit Records include

1 A copy of the SWP3,

2 All reports and actions required by this permit, including a copy of the construction site notice,

3 All data used to complete the NOI, if an NOI is required for coverage under this general permit, and

4 All records of submittal of forms submitted to the operator of any MS4 receiving the discharge and to the secondary operator of a large construction site, if applicable

Part VII. Standard Permit Conditions

1 The permittee has a duty to comply with all permit conditions. Failure to comply with any permit condition is a violation of the permit and statutes under which it was issued, and is grounds for enforcement action, for terminating coverage under this general permit, or for requiring a discharger to apply for and obtain an individual TPDES permit

2 Authorization under this general permit may be suspended or revoked for cause Filing a notice of planned changes or anticipated non-compliance by the permittee does not stay any permit condition The permittee must furnish to the executive director, upon request and within a reasonable time, any information necessary for the executive director to determine whether cause exists for revoking, suspending, or terminating authorization under this permit Additionally, the permittee must provide to the executive director, upon request, copies of all records that the permittee is required to maintain as a condition of this general permit.

3 It is not a defense for a discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the permit conditions

4 Inspection and entry shall be allowed under Texas Water Code Chapters 26-28, Texas Health and Safety Code §§361.032-361 033 and 361 037, and 40 Code of Federal Regulations (CFR) §122 41(i) The statement in Texas Water Code §26 014 that commission entry of a facility shall occur according to an establishment's rules and regulations concerning safety, internal security, and

fire protection is not grounds for denial or restriction of entry to any part of the facility or site, but merely describes the commission's duty to observe appropriate rules and regulations during an inspection

5 The discharger is subject to administrative, civil, and criminal penalties, as applicable, under Texas Water Code §§26 136, 26.212, and 26 213 for violations including but not limited to the following

a. negligently or knowingly violating the federal Clean Water Act (CWA), §§301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under CWA, §402, or any requirement imposed in a pretreatment program approved under CWA, §§402(a)(3) or 402(b)(8);

b. knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under a permit, including monitoring reports or reports of compliance or noncompliance.

6 All reports and other information requested by the executive director must be signed by the person and in the manner required by 30 TAC §305 128 (relating to Signatories to Reports)

7 Authorization under this general permit does not convey property or water rights of any sort and does not grant any exclusive privilege

Part VIII. Fees

1. A fee of must be submitted along with the NOI

a $325 if submitting a paper NOI, or
b $225 if submitting a NOI electronically

2 Fees are due upon submission of the NOI. An NOI will not be declared administratively complete unless the associated fee has been paid in full.

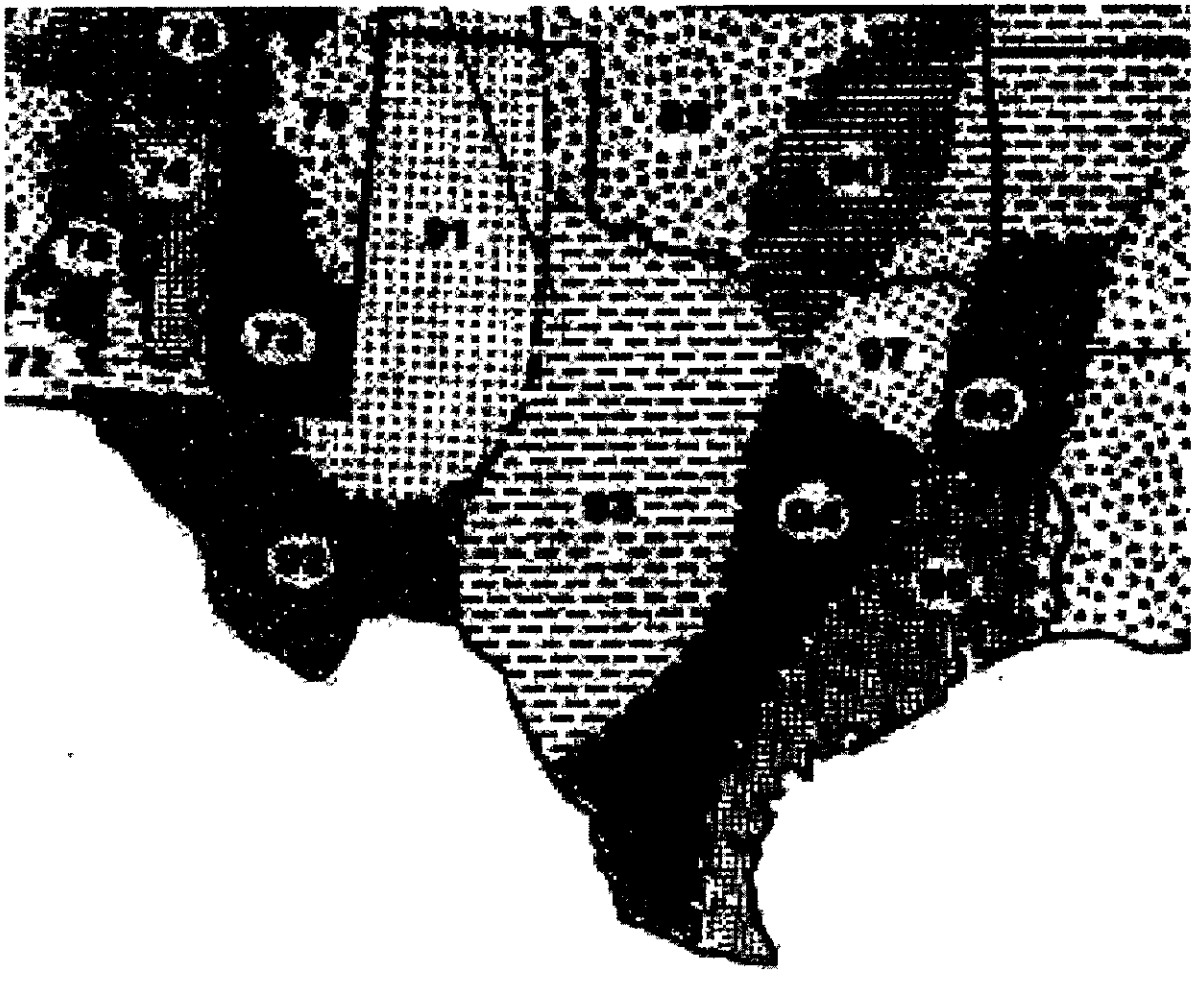
3 No separate annual fees will be assessed The Water Quality Annual fee has been incorporated into the NOI fees as described above

Appendix A: Automatic Authorization

Periods of Low Erosion Potential by County – Eligible Date Ranges

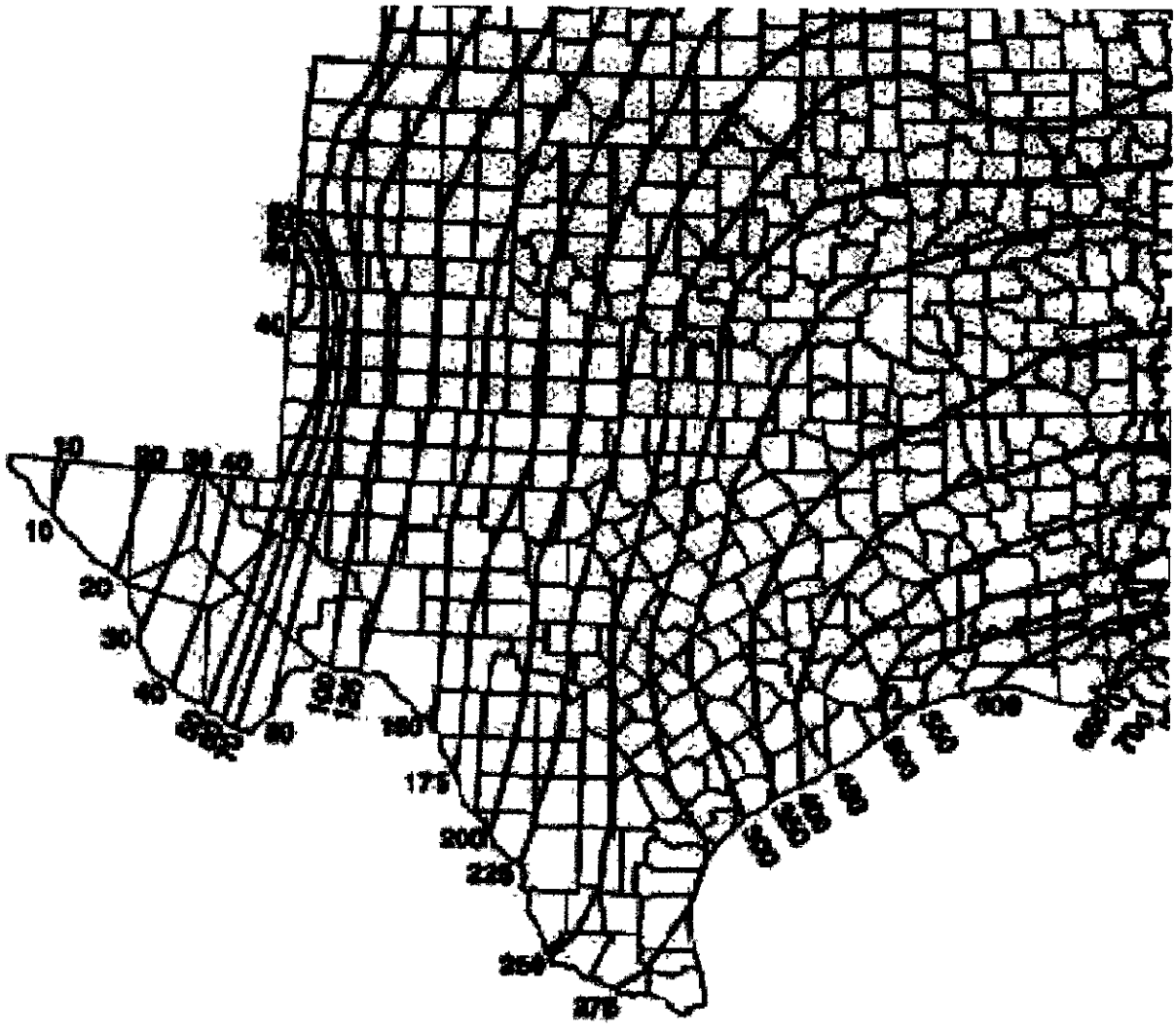
Andrews Nov 15 - Apr 30
Archer Dec 15 - Feb 14
Armstrong Nov 15 - Apr 30
Bailey Nov 1 - Apr 30, or Nov 15 - May 14
Baylor Dec 15 - Feb 14
Borden Nov 15 - Apr 30
Brewster Nov 15 - Apr 30
Briscoe Nov 15 - Apr 30
Brown Dec 15 - Feb 14
Callahan Dec 15 - Feb 14
Carson Nov 15 - Apr 30
Castro Nov 15 - Apr 30
Childress Dec 15 - Feb 14
Cochran Nov 1 - Apr 30, or Nov 15 - May 14
Coke Dec 15 - Feb 14
Coleman Dec 15 - Feb 14
Collingsworth: Jan 1 - Mar 30, or Dec 1 - Feb 28
Concho Dec 15 - Feb 14
Cottle Dec 15 - Feb 14
Crane Nov 15 - Apr 30
Crockett Nov 15 - Jan 14, or Feb 1 - Mar 30
Crosby Nov 15 - Apr 30
Culberson Nov 1 - May 14
Dallam Nov 1 - Apr 14, or Nov 15 - Apr 30
Dawson Nov 15 - Apr 30
Deaf Smith Nov 15 - Apr 30
Dickens Nov 15 - Jan 14, or Feb 1 - Mar 30
Dimmit Dec 15 - Feb 14
Donley Jan 1 - Mar 30, or Dec 1 - Feb 28
Eastland Dec 15 - Feb 14
Ector Nov 15 - Apr 30
Edwards Dec 15 - Feb 14
El Paso Jan 1 - Jul 14, or May 15 - Jul 31, or Jun 1 - Aug 14, or Jun 15 - Sept 14, or Jul 1 - Oct 14, or Jul 15 - Oct 31, or Aug 1 - Apr 30, or Aug 15 - May 14, or Sept 1 - May 30, or Oct 1 - Jun 14, or Nov 1 - Jun 30, or Nov 15 - Jul 14
Fisher Dec 15 - Feb 14
Floyd Nov 15 - Apr 30
Foard Dec 15 - Feb 14
Gaines Nov 15 - Apr 30
Garza Nov 15 - Apr 30
Glasscock Nov 15 - Apr 30
Hale Nov 15 - Apr 30
Hall Feb 1 - Mar 30
Hansford Nov 15 - Apr 30
Hardeman Dec 15 - Feb 14
Hartley Nov 15 - Apr 30
Haskell Dec 15 - Feb 14
Hockley Nov 1 - Apr 14, or Nov 15 - Apr 30
Howard Nov 15 - Apr 30
Hudspeth Nov 1 - May 14
Hutchinson Nov 15 - Apr 30
Irion Dec 15 - Feb 14
Jeff Davis Nov 1 - Apr 30 or Nov 15 - May 14
Jones Dec 15 - Feb 14
Kent Nov 15 - Jan 14 or Feb 1 - Mar 30
Kerr Dec 15 - Feb 14
Kimble Dec 15 - Feb 14
King Dec 15 - Feb 14
Kinney Dec 15 - Feb 14
Knox Dec 15 - Feb 14
Lamb Nov 1 - Apr 14, or Nov 15 - Apr 30
Loving Nov 1 - Apr 30, or Nov 15 - May 14
Lubbock Nov 15 - Apr 30
Lynn Nov 15 - Apr 30
Martin Nov 15 - Apr 30
Mason Dec 15 - Feb 14
Maverick Dec 15 - Feb 14
McCulloch Dec 15 - Feb 14
Menard Dec 15 - Feb 14
Midland· Nov 15 - Apr 30
Mitchell Nov 15 - Apr 30
Moore. Nov 15 - Apr 30
Motley Nov 15 - Jan 14, or Feb 1 - Mar 30
Nolan Dec 15 - Feb 14
Oldham Nov 15 - Apr 30
Parmer Nov 1 - Apr 14, or Nov 15 - Apr 30
Pecos Nov 15 - Apr 30
Potter Nov 15 - Apr 30
Presidio Nov 1 - Apr 30, or Nov 15 - May 14
Randall Nov 15 - Apr 30
Reagan Nov 15 - Apr 30
Real Dec 15 - Feb 14
Reeves Nov 1 - Apr 30, or Nov 15 - May 14
Runnels Dec 15 - Feb 14
Schleicher Dec 15 - Feb 14
Scurry Nov 15 - Apr 30
Shackelford Dec 15 - Feb 14
Sherman· Nov 15 - Apr 30
Stephens Dec 15 - Feb 14
Sterling Nov 15 - Apr 30
Stonewall Dec 15 - Feb 14
Sutton Dec 15 - Feb 14
Swisher Nov 15 - Apr 30
Taylor Dec 15 - Feb 14
Terrell Nov 15 - Apr 30
Terry Nov 15 - Apr 30
Throckmorton Dec 15 - Feb 14
Tom Green Dec 15 - Feb 14
Upton Nov 15 - Apr 30
Uvalde Dec 15 - Feb 14
Val Verde Nov. 15 - Jan 14, or Feb 1 - Mar 30
Ward Nov 1 - Apr 14, or Nov 15 - Apr 30
Wichita Dec 15 - Feb 14
Wilbarger Dec 15 - Feb 14
Winkler Nov 1 - Apr 30, or Nov 15 - May 14
Yoakum Nov 1 - Apr 30, or Nov 15 - May 14
Young Dec 15 - Feb 14
Wheeler Jan 1 - Mar 30, or Dec 1 - Feb 28
Zavala Dec 15 - Feb 14

Appendix B:
Erosivity Index (EI) Zones in Texas



Adapted from Chapter 2 of USDA Agriculture Handbook 703 "Predicting Soil Erosion by Water A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U S Department of Agriculture, Agricultural Research Service

Appendix C: Isoerodent Map



Adapted from Chapter 2 of USDA Agriculture Handbook 703 "Predicting Soil Erosion by Water A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U S Department of Agriculture, Agricultural Research Service

Appendix D. Erosivity Indices for EI Zones in Texas

Periods:

EI#:	1/1	1/15	2/1	2/15	3/1	3/15	4/1	4/15	5/1	5/15	6/1	6/15	7/1	7/15	8/1	8/15	9/1	9/15	10/1	10/15	11/1	11/15	12/1	12/15
89	0	0	1	1	2	3	4	7	12	18	27	38	48	55	62	69	76	83	90	94	97	98	99	100
90	0	1	2	3	4	6	8	13	21	29	37	46	54	60	65	69	74	81	87	92	95	97	98	99
91	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100
92	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100
93	0	1	1	2	3	4	6	8	13	25	40	49	56	62	67	72	76	80	85	91	97	98	99	99
94	0	1	2	4	6	8	10	15	21	29	38	47	53	57	61	65	70	76	83	88	91	94	96	98
95	0	1	3	5	7	9	11	14	18	27	35	41	46	51	57	62	68	73	79	84	89	93	96	98
96	0	2	4	6	9	12	17	23	30	37	43	49	54	58	62	66	70	74	78	82	86	90	94	97
97	0	1	3	5	7	10	14	20	28	37	48	56	61	64	68	72	77	81	86	89	92	95	98	99
106	0	3	6	9	13	17	21	27	33	38	44	49	55	61	67	71	75	78	81	84	86	90	94	97

* Each period begins on the date listed in the table above and lasts until the day before the following period The final period begins on December 15 and ends on December 31

Table adapted from Chapter 2 of USDA Agriculture Handbook 703 "Predicting Soil Erosion by Water A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U S Department of Agriculture, Agricultural Research Service

Attachment 1

SMALL CONSTRUCTION SITE NOTICE: LOW POTENTIAL FOR EROSION

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.1.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from small construction sites automatically authorized based on low rainfall erosivity Additional information regarding the TCEQ storm water permit program may be found on the internet at http.//www tceq.state tx us/nav/permits/wq construction.html

Operator Name	
Contact Name and Phone Number	
Project Description (Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized)	

For Small Construction Sites Authorized Under Part II E 1 , the following certification must be completed·

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an automatic authorization based on low rainfall erosivity under Part II E 1 of TPDES General Permit TXR150000 and agree to comply with the terms of this permit Construction activities at this site shall occur within a time period listed in Appendix A of the TPDES general permit for this county, that period beginning on _____and ending on _____ I understand that if construction activities continue past this period, all storm water runoff must be authorized under a separate provision of the general permit A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations

Signature and Title _____ Date_____

_____ _____*Date Notice Removed*
_____*MS4 operator notified per Part II F 3*

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from small construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at
http //www.tceq state tx us/nav/permits/wq construction.html

Operator Name·	
Contact Name and Phone Number·	
Project Description *Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized*	
Location of Storm Water Pollution Prevention Plan	

For Small Construction Activities Authorized Under Part II E 2 (Obtaining Authorization to Discharge) the following certification must be completed·

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II D 2 of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A storm water pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations

Signature and Title_____ Date _____

_____*Date Notice Removed*
_____*MS4 operator notified per Part II F 3*

Attachment 3

LARGE CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

"SECONDARY OPERATOR" NOTICE

This notice applies to secondary operators of construction sites operating under Part II E 3 of the TPDES General Permit Number TXR150000 for discharges of storm water runoff from construction sites equal to or greater than five acres, including the larger common plan of development The information on this notice is required in Part III E 2 of the general permit. Additional information regarding the TCEQ storm water permit program may be found on the internet at. http.//www tceq state tx us/nav/permits/sw_permits html

Site-Specific TPDES Authorization Number·	
Operator Name	
Contact Name and Phone Number	
Project Description *Physical address or description of the site's location, and estimated start date and projected end date, or date that disturbed soils will be stabilized*	
Location of Storm Water Pollution Prevention Plan (SWP3)	

For Large Construction Activities Authorized Under Part II E 3 (Obtaining Authorization to Discharge) the following certification must be completed·

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II E 2 of TPDES General Permit TXR150000 and agree to comply with the terms of this permit A storm water pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations

Signature and Title_____ Date _____

_____ *Date Notice Removed*
____*MS4 operator notified per Part II E 3*

Attachment 4

LARGE CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

"PRIMARY OPERATOR" NOTICE

This notice applies to construction sites operating under Part II E 3 of the TPDES General Permit Number TXR150000 for discharges of storm water runoff from construction sites equal to or greater than five acres, including the larger common plan of development. The information on this notice is required in Part III.E.2. of the general permit This notice shall be posted along with a copy of the signed Notice of Intent (NOI), as applicable. Additional information regarding the TCEQ storm water permit program may be found on the internet at http://www tceq state.tx.us/nav/permits/sw_permits html

Site-Specific TPDES Authorization Number	
Operator Name.	
Contact Name and Phone Number:	
Project Description: *Physical address or description of the site's location, and estimated start date and projected end date, or date that disturbed soils will be stabilized*	
Location of Storm Water Pollution Prevention Plan	

EXHIBIT K
Best Management Practices

EXHIBIT K

Product Specific Practices

The following product specific practices will be followed onsite

Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage Petroleum products will be stored in tightly sealed containers which are clearly labeled Any asphalt substances used onsite will be applied according to the manufacturer's recommendations

Fertilizers

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer Once applied, fertilizer will be worked in the soil to limit exposure to storm water Storage will be in a covered shed The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills

Paints

All containers will be tightly sealed and stored when not required for use Excess paint will not be discharged to the storm water system but will be properly disposed of according to manufacturers' instructions or State and local regulations

Concrete Trucks

Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site

Spill Prevention Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose
- All spills will be cleaned up immediately after discovery
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance
- Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one A description of the spill, what caused it, and the cleanup measures will also be included
- Mr Doe, the site superintendent responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator He will designate at least three other site personnel who will receive spill prevention and cleanup training These individuals will each become responsible for a particular phase of prevention and cleanup The names of responsible spill will be posted in the material storage area and in the office trailer onsite

AGENDA ITEM #22

- - - - - - - - - -

Upon motion of Commissioner Doyle, seconded by Commissioner O'Brien, and carried, It is Ordered by the Court that Renewal of the Lease Agreement with the AARP Chapter 1591 on the Joe Faggard Building located on Bolivar Peninsula for one year be and is approved.

22

RECEIVED
JUN 20 2011
GALVESTON COUNTY JUDGE

June 17, 2011

County Judge Mark Henry

AARP Chapter 1591, Bolivar Peninsula, wants to renew the lease with Galveston County on the Joe Faggard Building

We are giving notice per lease agreement

The renewal would start August 1, 2011

Donna Sims

Donna Sims

President AARP, Chapter 1591,

Bolivar Peninsula

RECEIVED
JUN 20 2011
GALVESTON COUNTY
LEGAL DEPARTMENT

- - - - - - - - - - -

.15

Lease

This Lease is entered into between Galveston County and Bolivar Peninsula AARP Chapter 1591.

For and in consideration of the covenants, conditions, and provisions contained in this instrument County hereby leases to Lessee the Joe Faggard Building (with the exception of an office approximately 400 square feet that is being utilized by the Bolivar Chamber of Commerce) in size located at 1750 S.H. 87, Bolivar Peninsula, Galveston County, Texas 77650.

The term of this lease is for 12 months beginning effective on the 1st day of August, 2010 and ending on the 31st day of July, 2011.

Lessee has the option to renew this lease for 4 additional one year periods for the same consideration and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of their intention to do so to Lessor not later than 30 days before the expiration of the primary term of the Lease and not later than 30 days before the expiration of each additional renewal period.

Lessee agrees that its President is its only representative who is authorized to communicate with and to coordinate activities concerning the use of the leased premises with the County. County's Authorized Representative for all purposes of this lease is its Facilities Manager.

As consideration for the leased premises, Lessee will offer services to senior citizens living on Bolivar Peninsula such as hosting a luncheon or dinner every two weeks, offering crafts and other senior citizen activities and operating a lending library at no charge to the public.

County will furnish such utilities and parking to Lessee that it presently affords other occupants of the building. Lessee will also be permitted to install necessary computer equipment in the County's computer room. Lessee will be responsible for providing their own telephone service and such office supplies (including fax, copier and postage machine) and furnishings it deems desirable or necessary.

Lessee may, at its option, provide such insurance deemed necessary to adequately protect their office contents and personal property. Lessor is under no obligation to provide any insurance coverage on the building or its contents.

County reserves the right, should it desire, to use all or any portion of the leased premises for such time and such periods of time it deems necessary for such purposes as:

- a voting location site in upcoming elections;
- emergency management operations in time of natural or man-made periods of disaster;
- events, meetings, training sessions; and
- all other lawful County purposes.

County's right to occupy the leased premises as and when necessary is superior to

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on August 4, 2010.

MARY ANN DAIGLE, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By Brandy Chapman, Deputy
Brandy Chapman

Lessee's right to occupy the leased premises.

County will attempt to notify Lessee at least forty-eight (48) hours in advance of its intended use of the leased premises but failure of County to give such advance notification will not preclude County from occupying the leased premises for such periods of time as are deemed necessary by County.

Lessee agrees that it will make such space as is necessary for County to exercise the above rights and rent will not be abated during this period. Lessee also agrees that its activities will not interfere with County activities.

The leased premises will be used by Lessee primarily for AARP, senior citizen activities and voting purposes. The leased premises may not be used for political events, rallies or other bi-partisan events.

County may immediately terminate this lease at any time for lessee's failure to comply with the covenants, conditions, and provisions of this lease. Also, either party may terminate this lease by providing the other party a written notice 30 days prior to the date of termination.

Executed this 4th day of August, 2010.

County of Galveston County

James D. Yarbrough
County Judge
depts\facilities\Bolivar Peninsula AARP Lease

Bolivar Peninsula AARP Chapter 1591

Donna Sims President
Donna Sims, President
Lessee

- - - - - - - - - - -

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on August 4, 2010.

MARY ANN DAIGLE, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By Brandy Chapman, Deputy
Brandy Chapman

15

On this the 4th day of August, 2010, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present·

James D. Yarbrough, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Bryan M. Lamb, Commissioner, Precinct No. 2;
Stephen Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Mary Ann Daigle, County Clerk

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

Whereas, by Resolution dated July 7, 2010, the Commissioners' Court appointed its Chief Right of Way Agent as Special Commissioner to advertise and receive bids for the executing a lease with an AARP Chapter for the use of the majority of the Joe Faggard Building located at 1750 S.H. 87 Bolivar Peninsula in Galveston County, Texas; and

Whereas, the report of said Special Commissioner has been this day received by the Commissioner's Court. It appears that all requirements for the executing of the lease have been met, and that Crystal Beach AARP Chapter 1591 tendered a proposal wherein they agreed serve the senior citizens living on Bolivar Peninsula by agreeing to, among other items, host a lunch or dinner every two weeks, operate senior citizen activities and a lending library at no charge to the public; and

Whereas, this proposal is the best received by the Special Commissioner.

Be it Therefore Resolved by the Commissioners' Court of Galveston County, Texas that the proposal for the use of the above described office is hereby awarded to Crystal Beach AARP Chapter 1591 and that the County Judge, be and he is hereby authorized to execute on behalf of the County of Galveston, Texas, the attached Lease Agreement

Upon Motion Duly Made and Seconded, the above Resolution was passed this 4th day of August, 2010

County of Galveston

By: James D. Yarbrough,
County Judge

Attest:

Mary Ann Daigle, County Clerk

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on August 4, 2010.

MARY ANN DAIGLE, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By Brandy Chapman, **Deputy**
Brandy Chapman

AGENDA ITEM #23a

NO

BACK – UP

PROVIDED

AGENDA ITEM #23b

NO

BACK – UP

PROVIDED

AGENDA ITEM #23c

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Community Development Block Grant (CDBG)
Disaster Recovery Program

Revision

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000048
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name Howard Millender	**Homeowner Address** 986 E Verdia Dr Crystal Beach, TX 77650	
Building Contractor Name, Address, Phone Sullivan Land Services LTD PO Box 17017, Galveston, TX 77552 832-413-5956		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time	
Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	9,000	RAMP BP48 1 UFAS >10-11 VF	-9,000 00	Replaced with Enclosed Lift due to Elderly & Disabled
2	0	Enclosed Lift UB10 1 with Standard Lifting Height of up to 168"($21,000 to Elevation)	31,750 00	Elevation Assistance
3	0	UB11 2-Concrete Under Home (1,215 sf @ 5 30/sf)	6439 50	Accessibility
4	0	UB11 3 Concrete Drive 12 x 40 (480 sf @$5 00/sf)	2400 00	Accessibility
Total Change in Cost (+ or -) for this Request			31,589 50	

A. Original Contract Cost for this Address	**128,317.89**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**31,589.50**
D. Total New Contract Cost for this Address	**159,907.39**
E. Percentage of Total Changes (b+c /a)	**25%**
F. The Contract Time will be changed by (# of days)	**5 days**
G. The Date of Completion as of the date of this Change Order is	**5/23/11**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Community Development Block Grant (CDBG)
Disaster Recovery Program

ORIGINAL

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000048
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name Howard Millender	**Homeowner Address** 986 E Verdia Dr Crystal Beach, TX 77650	
Building Contractor Name, Address, Phone Sullivan Land Services, LTD		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time	
Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	9,000	RAMP BP48 1 UFAS >10-11 VF	-9,000	Replaced with Enclosed Lift due to Elderly & Disabled
2	0	Enclosed Lift UB10 1 with Standard Lifting Height of up to 168"	31,612 00	Elevation Assistance
3		Ins (does not Affect PO Amt)	S/B 31,750.00	
4				
Total Change in Cost (+ or -) for this Request			22,612 00	

A. Original Contract Cost for this Address	Total of 11.17 (less GAP)	**128,317.89**
B. Original Contract Cost Previously Approved Change Orders (+ or -)		**0**
C. This Change Order Cost (+ or -)	CO Amt	**22,612.00**
D. Total New Contract Cost for this Address		**150,929.89** New Contract Cost Set up Amt
E. Percentage of Total Changes (b+c /a)		**.18**
F. The Contract Time will be changed by (# of days)		**5 days**
G. The Date of Completion as of the date of this Change Order is		**5/23/11**

CHANGE ORDER REQUEST LOG

Re Agenda Item #? - Consideration of Ratification of Change Orders associated with the Reconstruction & Rehabilitation of various Houses heretofore approved by the previous and the current Director of Housing submitted by the Housing Department (CC Agenda 6/28/11)

Builder	City	Appl ID#	Last Name	First Name	CO#	Amount	Original Contract Amt or + Previous CO Amt (less Gap)	Amt Plus CO	"% of Change (Amt/Orig Contract)	Description
SLS	Crystal Beach	11179	Millender	Howard	1	$ 31,589 50	$ 128,317 89	$ 159,907 39	0 25	Originally 22,750-Corrected Pricing & added Concrete

AGENDA ITEM #24a

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons. (Check all which are applicable.)

( ) Ownership of 10% or more of the voting stock or shares of the business entity.

( ) Ownership of 10% or more of the fair market value of the business entity.

( ) Ownership of $15,000. or more of the fair market value of the business entity.

( ) Funds received from the business entity exceed 10% of ** _____ gross income for the previous year.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

*_____ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

***

( ) Real property is involved and _____ have an equitable or legal ownership with a fair market value of at least $2,500.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 24a dated June 28, 2011 (Fill in if applicable.)

Signature of Official

County Commissioner Precinct 1
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 28th day of June, 2011.

DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By: Brandy Chapman
Brandy Chapman Deputy

* (I, or name of relative or relationship)
** (my, his, her)
*** (I, he, she)

COMMISSIONER S COURT BUYOUT LIST OF AMENDED CONTRACTS 06/28/2011 COURT ACTION DATE

No	New Court Action Date	GCAD Number	Property ID	Owner s Last Name	Owner s First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
1	9/8/2010	4215-0000-0003-000	R125372	Rice	William R	16925 Jamaica Beach Rd Jamaica Beach TX 77554	8/26/2010	5/26/2010
2	9/8/2010	3550-0013-0005-000	R178853	Taylor	Michael	3016 Cedar Lane Crystal Beach TX 77650	8/18/2010	4/21/2010
3	9/8/2010	4050-0000-0336-000	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	8/27/2010	5/12/2010
4	9/8/2010	5335-0000-0008-000	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	8/27/2010	5/12/2010
5	9/8/2010	6040-0000-0034-000	R179926	Brown	James N , DDS	2918 Tropicana Dr Crystal Beach TX 77650	8/13/2010	4/14/2010
6	9/8/2010	6363-0001-0007-000	R180300	Cordts	E G , Jr	3550 Smiths Point Crystal Beach TX 77650		5/12/2010
7	9/8/2010	7120-0010-0004-000	R180999	Bridwell	Ronald P	2764 Tradewind Ln Crystal Beach TX 77650	8/5/2010	4/14/2010
8	9/8/2010	3956-0000-0010-000	R217396	Aleman	Sixto	1964 Avenue J Crystal Beach TX 77650	8/27/2010	4/21/2010
9	9/15/2010	4215-0000 0007 000	R125376	Van Vulpen	Pauline&Betty F Wallace	16913 Jamaica Beach Rd Jamaica Beach TX 77554		4/14/2010
10	9/15/2010	7335-0002-0007 000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	8/31/2010	6/30/2010
11	9/15/2010	7335 0003-0006 000	R178196	Broussard	Harry L	988 Austin Dr Gilchrist TX 77617	8/30/2010	8/25/2010
12	9/15/2010	3201 0003-0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	9/3/2010	5/21/2010
13	9/22/2010	2957-0002-0006-000	R177209	Oehlers	Betti	986 Elizabeth St Gilchrist TX 77617	9/7/2010	4/21/2010
14	9/22/2010	2957-0002-0007-000	R177210	Oehlers	Betti	980 Elizabeth St Gilchrist TX 77617	9/3/2010	4/21/2010
15	9/22/2010	7071-0000-0057 000	R178731	McClenan	James D & Eliene	3388 Sand Castle Crystal Beach TX 77650	9/13/2010	4/21/2010
16	9/22/2010	3956-0000-0006-001	R386179	Criswell	Harold W & Mary E	1948 Avenue J Crystal Beach TX 77650	9/3/2010	4/21/2010
17	9/22/2010	1825-0004 0019-000	R510022	Taylor	Michael & Debra	973 Caplen Gilchrist TX 77617	9/3/2010	4/21/2010
18	10/6/2010	1825-0004-0011-000	R176923	Rosales-Motola	Ysidoro	998 Marjorie Gilchrist TX 77617	9/23/2010	5/12/2010
19	10/6/2010	3587-0021-0006-000	R177788	Heinrich	Paul Ray	1036 Black's Slip Rd Gilchrist TX 77617	8/22/2010	4/21/2010
20	10/6/2010	4467-0001-0001-000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	8/22/2010	5/12/2010
21	10/6/2010	2700-0001-0005-000	R291679	O'Brien	Doris M	3096 James St Crystal Beach TX 77650	9/23/2010	4/21/2010
22	10/13/2010	6550-0006-0016-000	R186432	Nichols	H.G., Sr estate of R.Allan	3594 Tarpon Way Crystal Beach TX 77650	9/30/2010	5/7/2010
23	10/13/2010	3200-0000-0293-000	R216296	Unruh	James & Eulalia	803 Surfview Emerald Beach, TX 77650	9/29/2010	5/11/2010
24	10/13/2010	3200-0000-0295-000	R216297	Follis	Ed B	1336 Emerald Dr Crystal Beach TX 77650	9/30/2010	5/7/2010
25	10/13/2010	5655-0001-0017-000	R217948	Prost	Theodore	1990 Gulf Rd Crystal Beach TX 77650	9/28/2010	4/20/2010
26	10/20/2010	2205-0000-0290-000	R172505	Carney	Lillie M	1412 Van Sant Gilchrist TX 77617	10/6/2010	5/5/2010
27	10/20/2010	0064-0049-0000-000	R176666	Sisk	Dorothy	1608 Hwy 87 Gilchrist TX 77617	10/1/2010	5/19/2010
28	10/20/2010	2957-0003-0003-000	R177224	Roberts	Marilyn	989 Elizabeth St Gilchrist, TX 77617		4/21/2010
29	10/20/2010	5135-0000-0043-000	R179477	Hebert	Alton John	849 Meynig Ln Crystal Beach TX 77650	10/6/2010	5/5/2010
30	10/20/2010	7120-0011-0008-000	R181011	Sultan	Syed	2808 Tradewind Crystal Beach TX 77650	10/6/2010	4/21/2010
31	10/20/2010	6280-0010-0001-000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	9/30/2010	6/2/2010
32	10/20/2010	6280-0010-0006-000	R218031	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	10/1/2010	6/2/2010
33	10/27/2010	1204-0000-0021-000	R172205	Glossi	David	2762 Hwy 87 Gilchrist TX 77617	10/14/2010	7/28/2010
34	10/27/2010	1825-0002-0004-001	R176880	Beerer	Larry D	970 Dolly St Gilchrist TX 77617	10/12/2010	6/2/2010
35	10/27/2010	3585-0014-0004-000	R177539	Stonaham	Mark & Caroline	989 Kirkpatrick Gilchrist, TX 77617	10/12/2010	5/26/2010
36	10/27/2010	3956-0000-0011-000	R217397	Henley	Terry	1937 Avenue J Crystal Beach, TX 77650	10/15/2010	5/5/2010
37	10/27/2010	3956-0000-0012-000	R217398	Henley	Terry	1939 Avenue J Crystal Beach, TX 77650	10/15/2010	5/5/2010
38	10/27/2010	7915-0000-0049-000	R218272	Langtree	John A.	830 Alma Ln Crystal Beach, TX 77650	10/14/2010	6/2/2010

COMMISSIONER S COURT BUYOUT LIST OF AMENDED CONTRACTS 06/28/2011 COURT ACTION DATE

No	New Court Action Date	GCAD Number	Property ID	Owner s Last Name	Owner s First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
39	11/3/2010	1640 0000-0001-000	R170266	Kennett	Lyn Piland	937 James Rd Gilchrist TX 77617	10/14/2010	6/16/2010
40	11/3/2010	4107 0000-0020-000	R170400	Galewsky	Harry	958 James Rd Gilchrist TX 77617	10/7/2010	6/7/2010
41	11/3/2010	2205-0000 0447-000	R172655	Boudreaux	David	1118 Mabry Gilchrist TX 77617	10/21/2010	5/19/2010
42	11/3/2010	0054-0022 0000-000	R173821	Moore, Jr	Teddy	1188 Bryants Ln Caplen TX 77617	10/5/2010	5/5/2010
43	11/3/2010	2210-0003 0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	10/15/2010	5/19/2010
44	11/3/2010	2957-0002-0003 000	R177207	Oehlers	Betti Lanell & Eddie	994 Elizabeth St Gilchrist TX 77617	10/6/2010	4/21/2010
45	11/3/2010	2957-0002-0005 000	R177208	Oehlers	Betti Lanell & Eddie	990 Elizabeth St Gilchrist TX 77617	10/6/2010	4/21/2010
46	11/3/2010	5670-0000-0176 000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	10/21/2010	6/9/2010
47	11/3/2010	6363-0001 0009-000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	10/21/2010	5/12/2010
48	11/3/2010	3755-0001-0004-000	R216767	MacMillan	Scott & Patricia	1988 Avenue J Crystal Beach Tx 77650	10/13/2010	5/26/2010
49	11/3/2010	5655 0001-0001-004	R217945	MacMillan	Scott & Patricia	840 Gulf Shores Dr Crystal Beach Tx 77650	10/13/2010	5/26/2010
50	[redacted]						[redacted]	[redacted]
51	[redacted]						[redacted]	[redacted]
52	[redacted]						[redacted]	[redacted]
53	[redacted]						[redacted]	[redacted]
54	[redacted]						[redacted]	[redacted]
55	[redacted]						[redacted]	[redacted]
56	[redacted]						11/2/2010	6/30/2010
57	[redacted]						11/5/2010	8/4/2010
58	[redacted]						11/5/2010	7/7/2010
59	[redacted]						11/4/2010	6/16/2010
60	[redacted]						11/4/2010	7/7/2010
61	[redacted]						[redacted]	8/4/2010
62	12/1/2010	6755-0002-0004 000	R180594	Robach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	11/12/2010	8/18/2010
63	[redacted]							
64	[redacted]							
65	[redacted]							
66	[redacted]							
67	1/5/2011	7120-0010-0003-000	R180998	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	12/10/2010	8/4/2010
68	1/5/2011	1865-0000-0134-001	R214702	Jacobs	Dan	1142 Gulfview Rd Crystal Beach TX 77650	10/10/2010	5/5/2010
69	1/5/2011	3956-0000-0003-000	R217389	Neal	Paul	1940 Avenue J Crystal Beach TX 77650	12/8/2010	5/5/2010
70	[redacted]						7/22/2010	8/18/2010
71	[redacted]						12/29/2010	7/28/2010
72	[redacted]						12/31/2010	8/4/2010
73	[redacted]						12/30/2010	9/1/2010
74	[redacted]						12/23/2010	7/28/2010
75	[redacted]						1/3/2011	7/7/2010
76	[redacted]						1/6/2011	8/4/2010
77	[redacted]						12/2/2010	6/16/2010
78	[redacted]						12/29/2010	7/28/2010
79	[redacted]						1/5/2011	6/30/2010
80	[redacted]						12/27/2010	9/1/2010
81	[redacted]						1/3/2011	7/7/2010
82	[redacted]						12/30/2010	5/26/2010
83	[redacted]						12/30/2010	7/7/2010

COMMISSIONER'S COURT BUYOUT LIST OF AMENDED CONTRACTS 06/28/2011 COURT ACTION DATE

No	New Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
84	[redacted]						1/6/2011	7/28/2010
85	[redacted]						1/10/2011	7/7/2010
86	[redacted]							
87	[redacted]							
88	[redacted]							
89	[redacted]							
90	[redacted]							
91	[redacted]							
92	[redacted]							
93	[redacted]							
94	3/8/2011	0054-0003-0000-000	R173798	Bauer	Arthur R & Gail E	990 Gordon Dr Caplen TX 77617	4/30/2010	5/19/2010
95	3/8/2011	5465-0000-0022-000	R222017	Maniha	Joyce	113 Ocean Shores Crystal Beach TX 77650	8/12/2010	9/1/2010
96	3/15/2011	4215-0000-0008-000	R125377	Bank of American Home Loan Servicing LP		16905 Jamaica Beach Rd Jamaica Beach TX 77554	2/15/2011	7/7/2010
97	[redacted]							
98	[redacted]						7/26/2010	8/18/2010
99	[redacted]						7/13/2010	8/25/2010
100	5/17/2011	4040-0000-0006-000	R172874	Connolly	Thomas	2408 Hwy 87 Gilchrist TX 77617	4/16/2011	1/15/2011
101	5/17/2011	7120-0001-0020-000	R180753	Porter	Charles F & Betty	907 Sandune Dr Crystal Beach TX 77650	4/21/2011	12/15/2010
102	[redacted]						[redacted]	3/15/2011
103	6/7/2011	2957-0002-0015-000	R177218	Montgomery	Frederick & Melinda	985 Margaret Rd Gilchrist TX 77617	5/13/2011	8/25/2010
104	6/7/2011	3587-0013-0021-000	R177704	Zawacki	Edward	1090 Faggards Rd, Gilchrist TX 77617	5/9/2011	2/22/2011
105	6/7/2011	3956-0000-0007-001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	5/16/2011	6/30/2010
	[redacted]							
	6/20/2011							
106	6/28/2011							

Revised Contracts to be signed on 06/28/2011	1
Total Revised Contracts	106

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 1 day of JUNE, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Sheila Fichtner & Arthur Fichtner, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit. 2026 Seaside Crystal Beach TX 77650, Legal Description: ABST 179 PAGE 16 LOT 48 BLK C EMERALD BEACH SEC 2.

Seller represents and understands.

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1. **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$127,856.20** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$127,856.20** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$336,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$138,400.00** and structural damage from wind insurance of **$31,600.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$4,474.93** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.

10 **Seller** understands this is a voluntary transaction. Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

K216575

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 1 day of JUNE, 2011

Sheila W. Fichtner
Seller Signature

Sheila Fichtner
Seller Printed Name

Seller Signature

Arthur Fichtner
Seller Printed Name

Galveston County

By: Mark Henry
Mark Henry
County Judge

Attest: Dwight D. Sullivan
Dwight Sullivan
County Clerk

1-216115-E

AGENDA ITEM #24b

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston Texas 77550

Freeman Mendell
Court of Staff

Patricia Grady
Legislative Liaison

Roxann Lewis
Executive Assistant

April 8, 2011

Pete Casals
Disaster Recovery Senior Contracts Specialist
Texas Department of Rural Affairs
301 Congress Avenue, Suite 600
Austin, Texas 78701

Dear Mr Casals

Galveston County is requesting a budget modification from the original engineering budget for LAN Engineers for the Bolivar Peninsula fire station projects This modification reflects the need for a wetlands delineation that was not in the original engineering scope for these projects Money is being moved from the construction line item to the engineering line item. The total project cost including engineering is unchanged

A copy of the budget amendment form is attached

Thank you in advance for your support.

Sincerely,

Mark Henry
County Judge

Enclosure

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

Form 9-2 Contract Budget Change Form

☐ Amendment No 01 ☐ Modification No 01

Grantee. Galveston County DR Contract No DRS010052

Activity	Original Budget	Current Budget	Present (+/-) $ Change	Revised Budget
30 Engineering/Architectural Serv (Total for all construction accounts)	$1,666,221	$1,666,221	+$13,200	$1,679,421
10 Fire Protection Facilities and Equipment	$8,645,400	$8,645,400	-$13,200	$8,632,200
Total	$10,311,621	$10,311,621	$0 00	$10,311,621

The above-mentioned grantee certifies that this request, as identified in the Budget (Exhibit B), meets all of the following conditions

- The cumulative dollar amount of all non-amended transfers among direct budget categories *is less than or equal to ten percent (10%)* of the total amount of the contract and does not exceed $25,000 as specified in the contract, or greater than $25,000
- The transfer will not change the scope or objective of the project(s) funded through the Disaster Recovery contract

The transfer of funds is needed for the following reasons

REASON: State of Texas Environmental Service Provider identified potential wetlands but the work to prepare delineation is not part of their scope of work Grant Administrator required LAN to procure and manage the services of a firm to perform wetlands boundary work as required by governing authorities

Date 4/5/11 Signed

Chief Elected Official

AGENDA ITEM #24c

Severe Repetitive Loss (SRL)Program
Model Consultation Agreement

Applicant [State/Territory/Tribe]: _____

Subapplicant [State-level agency/local government (i.e. City/County)/Indian tribal government]:

Property Owner(s): _____

Property Address: _____

_____

NFIP Policy Number: _____ **Repetitive Loss Number:** _____

This Model Consultation Agreement documents the consultation process and interaction between you and the local government The consultation process may involve an initial meeting and follow-up meetings as necessary to complete the consultation process Meeting dates shall be documented and initialed by you and the [State and/or City/County] on the last page of this form

The SRL property owner(s) acknowledge(s) being informed and notified by the [State and/or City /County] that

1 The SRL program is a voluntary program The Applicant or Sub-applicant will not use its power of eminent domain to acquire the property during or after negotiations, and the property is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date, and/or where there is an intention to use the property for any public or private future use inconsistent with the open space deed restrictions and FEMA acquisition requirements This agreement may be used instead of the Notice of Voluntary Interest Statement

2 Your property appears on the FEMA SRL Property List, and [State and/or City/County] may include your property in an application for mitigation assistance from FEMA under the SRL program

3 The [State and/or City/County] has provided you with specific National Flood Insurance Program (NFIP) claims information, which may include losses that occurred prior to your ownership of the property in order to explain their inclusion on the SRL list This information is available from the FEMA Regional Office or State NFIP coordinator Contact information is attached for your convenience

4 For acquisition projects, you must maintain an NFIP insurance policy on your SRL structure from the time of application until property transfer is complete, in order to qualify for assistance For all mitigation activities except for the sale of your property, an NFIP policy must be maintained for the life of the property

5 For an acquisition, the [State and/or City/County] will obtain a copy of the original deed and any deeds of trust for the property from you This information will be verified through a title

search, which will identify names and addresses of other persons, financial institutions, and/or other public or private entities with a recorded interest on the property

6 FEMA funds cannot duplicate amounts available to you from other sources You need to identify any other sources of funds that may reasonably be available to you for the mitigation activity, to compensate in whole or part for the value of the property, or to address any property damage, such as applicable insurance policies, other assistance, legal claims or third party legal obligations. If such amounts become available to you even after the mitigation offer is made (e g after the property is acquired, elevated, reconstructed, and flood proofed) the amounts you received from FEMA are still considered a duplication of benefits, and you must inform the [State and/or City/County] and repay such duplicated amounts If a duplication in benefits has been identified, please list the source and amount of duplication here

_____

_____

7 The [State and/or City/County] official has discussed the project types available to you and your preferences were

_____

_____

8 The [State and/or City/County] will decide on the properties and project activity types that will be submitted in their application The [State and/or City/County] will decide whether to include your property in an application, and will decide the project activity type that will be offered to you should grant funds be awarded for this project The [State and/or City/County] decision is based on a combination of factors including your preferences, cost effectiveness, technical feasibility, and the State and local government legal, land-use, and contractual requirements

9 The [State and/or City/County] will make a formal offer to you only if SRL program funds are awarded for this project

10. For property acquisition, in accordance with 44 CFR 80 15(c) and program guidance, the [State and/or City/County] will identify the highest estimated purchase offer amount available to the property owner This estimate includes estimated property value, any anticipated additions (e g supplemental housing payments) and deductions (duplicated benefits or costs borne by you), and the methodology used to determine the property value (i e current market value, pre-event market value, outstanding loans, original purchase price)

Estimated Property Value _____

Methodology used to determine property value (current market value, pre-event market value, outstanding loans, or original purchase price) _____

Estimated Additions _____

Estimated Deductions _____

Estimated Total Purchase offer amount _____

Estimated Federal / non-Federal Cost Share (75 / 25 or **90 / 10**) _____

Estimated cost borne by property owner _____

Any second mortgages or home equity loans taken out following the initial consultation meeting will not be included in the purchase offer

In order to receive pre-event market value, you will be required to certify that you are either a National of the United States or qualified alien before the mitigation offer is made

11 For mitigation activities other than acquisition, [State and/or City/County] may identify estimated costs for various mitigation activities

Activity type _____

Estimated total activity cost _____

Estimated Additions _____

Estimated Deductions _____

Estimated Total Mitigation Offer (Including estimated additions and deductions)

_____

Estimated Federal / non-Federal Cost Share (75 / 25 or 90 / 10) _____

Estimated cost borne by property owner _____

12 The final mitigation offer may be adjusted to meet all program regulatory and guidance requirements and to ensure no duplication of benefits (see number six above), as determined by the [State and/or City/County], once grant funds for the SRL project application are approved by FEMA

13 The Sub-applicant will advise the property owner of the estimated timeframe for implementing various project types and whether the property must be vacated during project implementation

14 For property acquisition or relocation projects

- All existing buildings must be removed by relocation or demolition within 90 days of settlement, and

- The acquired land will be deed restricted in perpetuity and managed by the [State and/or City/County] or an acceptable third party organization

15 **<u>If you decline the final offer of mitigation made under the SRL program, your property will be subject to an increase in the flood insurance premium rate.</u>**

16 You may appeal insurance premium rate increase that results from declining an SRL program mitigation offer based on criteria listed at 44 CFR Part 79 7 (d) and in program guidance

17 The increased insurance premium rate resulting from declining a mitigation offer will continue even if the SRL program ends

18 Any mitigation offer made under the SRL program remains open and available to you as long as the SRL program exists and funds are available

19 All information related to you and/or your property that is collected during this consultation process shall be protected consistent with the Federal Privacy Act and similar State and local laws and ordinances

20 Any SRL mitigation grant funds received directly or indirectly are generally not taxable for your Federal income tax purposes However, you may want to consult with a tax advisor with respect to any potential State, local or other tax implications

_____ _____

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____

Signature of Applicant or Subapplicant's Authorized Representative(s) Date

The local government and property owner will initial and date below to document each meeting related to the Consultation

Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date

Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer

Grantee [State/Territory/Tribe]: _____

Subgrantee [State-level agency/City/County/Indian tribal government]:

_____

Property Owner(s): _____

Property Address: _____

NFIP Policy Number: _____ **Repetitive Loss Number:** _____

This documents the formal Mitigation Offer of Assistance for the SRL program

1 A mitigation grant has been awarded to the [City/County] that includes your SRL property

2 The SRL program is a voluntary program Neither the [State] nor the [City/County] will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.

3 All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances

4 The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below

5 The Final Mitigation Offer is provided to you for _____(mitigation activity type) The [City/County] will complete Section A for property acquisition or Section B for mitigation activities other than acquisition

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount, otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i e current market value, outstanding loans, original purchase price)

"I certify that I am a National of the United States or a qualified alien "

_____ _____
Signature of SRL Property Owner(s) Date

_____ _____
Signature of SRL Property Owner(s) Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of $_____ by applicable additions (e g supplemental housing payments) of $_____ and deductions (i e , flood insurance, duplicated benefits, costs borne by you) of $_____ The methodology used to calculate your property value (i.e pre-event market value, current market value, outstanding loans, original purchase price) was_____

Final Mitigation Offer: $ _____

Federal / non-Federal Cost Share (75 / 25 or 90 / 10) _____

Cost borne by property owner: $_____

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i e , maintaining flood insurance through property transfer)

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with [State/City/County] grant and contract requirements, and other programmatic requirements e.g , timelines for vacating the property and as specified below by the [City/County].

_____

_____

_____

At this time you must sign the attached Statement of Voluntary Participation

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of $_____ by applicable additions of $_____and deductions (i e , flood insurance, duplicated benefits, costs borne by you) of $_____

Final Mitigation Offer $ _____

Federal / non-Federal Cost Share (75 / 25 or 90 / 10) _____

Cost borne by property owner· $_____

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i e , maintaining flood insurance on your property)

Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with [State/City/County] grant and contract requirements, and other programmatic requirements as specified below by the [City/County]

_____

_____

_____

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities

6 All holders of recorded interest in the property have been notified of the final mitigation offer The holders of recorded interest are

_____

_____

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer

Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to [City/County] in the attached envelope or in person at [City/County address]. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1 You may request in writing that the Regional Administrator extend your the period of time to consider the mitigation offer beyond 45 days In your letter you must explain the extenuating circumstances This request must be submitted before the expiration of the 45 day time period

2 If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate Generally, this increase will occur upon renewal of the insurance policy You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA

3 If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79 7 (d)

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer $ _____

Mitigation Activity _____

I, the property owner, accept this Mitigation Offer

_____ _____
Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____
Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____
Signature of [City/County] Representative Date

NFIP Policy Number. _____ Repetitive Loss Number _____

Declining the Mitigation Offer

Mitigation Offer Declined: I do not accept this Mitigation Offer of Assistance I understand that FEMA will notify me of the chargeable insurance premium rate increase for my property FEMA will issue a Notice of NFIP Insurance Premium Rate Increase to me specifying the effective date of the insurance premium rate increase for my property Generally, this increase will occur upon renewal of the insurance policy

In addition, I understand that I have the right to appeal an increase in flood insurance premium rate only in certain circumstances and have received information from the subgrantee on the specific grounds for appeal and that process Failure to respond to this offer within 45 days constitutes declining the Mitigation Offer of Assistance

_____ _____
Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____
Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____
Signature of [City/County] Representative Date

NFIP Policy Number _____ Repetitive Loss Number _____

Attachments Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space, FEMA Form 81-112
Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area
Examples of Insurance Premium Rate Increases
Mailing Envelope with [City/County] Address

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O M B No 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance a member of the household must be a citizen, non-citizen national or qualified alien of the United States **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions

I hereby declare, under penalty of perjury that (check one)

☐ I am a citizen or non-citizen national of the United States

☐ I am a qualified alien of the United States

☐ Print full name and age of minor child I am the parent or guardian of a minor child who resides with me and who is a citizen non-citizen national or qualified alien of the United States Print full name and age of minor child _____

By my signature I certify that.

* Only one application has been submitted for my household
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended

I understand that if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties including a fine up to $250 000, imprisonment, or both (18 U S C §§ 287 1001, and 3571)

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement

I authorize FEMA to verify all information given by me about my property/place of residence income, employment and dependents in order to determine my eligibility for disaster assistance, and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED

INSPECTOR ID NO	FEMA APPLICATION NO	DISASTER NO

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

PRIVACY ACT STATEMENT

AUTHORITY The Robert T Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U S C § 5121 -5207 and Reorganization Plan No 3 of 1978, 4 U S C §§ 2904 and 2906 4 C F R § 206 2(a)(27) the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub L 104-193) and Executive Order 13411 DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U S C § 3325(d) and § 7701(c) (1)

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster Additionally information may be reviewed internally within FEMA for quality control purposes

ROUTINE USE(S) The information on this form may be disclosed as generally permitted under 5 U S C § 552a(b) of the Privacy Act of 1974 as amended This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24 2009 74 FR 48763) and upon written request, by agreement, or as required by law

DISCLOSURE The disclosure of information on this form is voluntary, however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response The burden estimate includes the time for reviewing instructions, searching existing data sources gathering and maintaining the data needed, and completing and submitting this form You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to Information Collections Management Department of Homeland Security, Federal Emergency Management Agency 1800 South Bell Street, Arlington, VA 20598-3005 Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address**

Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Owner _____
Street Address _____
City _____, State _____ Zip Code _____
Deed dated _____, Recorded _____
Tax map _____, block _____, parcel _____
Base Flood Elevation at the site is _____ feet (NGVD)
Map Panel Number _____, effective date _____

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U S C §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U S C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U S C §4104c / Severe Repetitive Loss, as authorized by 42 U S C §4102a, the Property Owner accepts the following conditions

1 That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U S C §4001 *et seq* , as long as the Property Owner holds title to the property as required by 42 U S C §4012a

2 That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60 3 and City/County Ordinance as long as the Property Owner holds title to the property These criteria include, but are not limited to, the following measures

   i Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building,
   ii All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials,
   iii No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation, and
   iv All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water

   For a complete, detailed list of these criteria, see City/County Ordinance attached to this document

3 The above conditions are binding for the life of the property To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements

"This property has received Federal hazard mitigation assistance Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property Pursuant to 42 U S C §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60 3 and City/County Ordinance."

4 Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees

THE CITY/COUNTY OF _____

A _____ municipal corporation

By _____
[Name, Title]

of the City/County of _____

&

_____
[Name of Property Owner]

WITNESSED BY

_____
[Name of Witness]

[SEAL]

Notary Public

AGENDA ITEM #24d

SAIC
From Science to Solutions

BDR Division

June 20, 2011

To: John Simsen, Galveston County Emergency Management Coordinator

From: Thad Leugemors, Project Manager

Re: Galveston County Severe Repetitive Loss (SRL) Program Construction Manager Recommendation

Dear Mr Simsen

We have completed a request for qualifications (RFQ) process for a construction management firm with advanced knowledge of residential elevation projects in the Galveston County area Based on the number of homes included in the initial application to the state and FEMA, we felt it prudent to engage a local contractor to assist with coordinating and documenting County and City(s) code inspections * In addition, they will determine the structural condition and monitor the construction schedule during the physical elevation of each property in the various jurisdictions participating in the program For these services, we felt that experience and local knowledge were the determining factors, therefore, an RFQ process was utilized The cost of these services is incorporated into the costs budgeted for these activities in the SRL grant application

We researched and accepted qualifications from three area firms, Pinnacle Construction Industries Inc , Landtex Site Development, and C Bar Contractors After reviewing the qualifications of each firm we have selected Pinnacle Construction Industries, Inc This firm has the greatest number of combined years of construction experience in the area and the principal has an engineering degree With your concurrence, we will execute a subcontract with Pinnacle for these services

Please verify your concurrence with this recommendation

Mark Henry 6/28/11

Concurrence Date

*Approving construction plans and inspecting contractor work for building code compliance is the responsibility of the jurisdiction where construction is occurring SAIC will coordinate this process and document it for grant compliance and reimbursement

2301 LUCIEN WAY SUITE 120 MAITLAND, FL 32751 t 321 441 8500 f 321 441 8501