GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
APRIL 12, 2011 – 1:00 p.m.

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

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

Pledge of Allegiance and Invocation

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 4/12/11;

b. Order for supplemental payroll period ending 3/30/11 Bi-Weekly #7.

*2. Receive and file *Internal Audit Report with Response of the County Engineer*.

*3. Receive and file a list of *County Road Permits 1/1/2011-3/31/2011* signed by the County Engineer.

*4. Receive and file *March 8, 2011 Arbitrage Rebate Summary Report* as submitted by the Director of Finance and Administration.

*5. Receive and file *Praxair, Inc. Annual Statement of Compliance dated 3/28/2011.*

*6. Receive and file *Certificate of Course Completion of Open Meetings Act and Public Information Act* for District Clerk, Jason Murray.

*7. Receive and file *Certificate of Course Completion of Open Meetings Act and Public Information Act* for County Clerk, Dwight D. Sullivan.

*8. Consideration and Consent of Tax Refund due to Clerical Errors or Waiver as submitted by Assessor and Collector of Taxes:

0010-0017-0000-000	4385-0002-0012-001	5520-0000-0005-003
3505-0217-0012-001	1642-0005-0005-000	1642-0005-0006-000
1865-0000-0079-000	0009-0069-0002-000	7030-0292-0001-000

*9. Receive and file *Certificate of Achievement for Completion of NIMS ICS-100 and ICS-700* for Judge Mark Henry

*10. Receive and file notice of *County Claim for Recovery of Property Damages*:

a. Date of auto collision: December 29, 2010 with damages of $2,466.47

*11. Receive and file notice of *County Claim for Recovery of Damages*:

a. Date of Loss: September 1, 2010 with damages of $350.56

*12. Receive and file *Request for Applications for Main and Participating Bank Depositories for the Deposit of Funds belonging to Galveston County and Other Governmental entities.*

*13. Receive and file contracts for Election Services as submitted by Elections Division.

*14. Receive and file *Drug Court Grant Recommendation to Decline Drug Court Grant.*

15. Consideration of execution of a *Letter Supporting TerraFuels LLC 2011 USDA 9003 Biorefinery Guaranteed Loan Application* submitted by County Judge.

16. Consideration of *Appointment of Various Board Positions* as submitted by County Judge.

17. Consideration granting County Judge to sign Trustee's Deed on CAD #2108-0000-0005-000, A Tax Foreclosed Property.

18. Consideration of Change Order No. 2 to the Lucas Construction Co., Inc contract for the Hitchcock Roadway Rehabilitation project submitted by the County Engineer.

19. Consideration of amendment no. 3 to the Halff Associates Inc. engineering contract for Stewart Road submitted by the County Engineer.

20. Consideration of Budget Amendments as submitted by budget officer:

Fiscal Year	Amendment #	Description
2011	**11-069-0412-A**	**Limited Tax Flood Control Bonds, Series 2009 C-1 & C-2** -Request to amend original budget amendment for various flood control projects.
2011	**11-070-0412-B**	**Unlimited Tax Road Bonds, Series 2009A**– Request to amend original budget amendment for various road projects.
2011	**11-071-0412-C**	**Community Services-Social Services** – Request to recognize and appropriate donation from Reliant Energy.

21. Consider recommending awarding contract on the following bid Submitted by the Purchasing Agent:

Bid #B111036 Road & Parking Improvements at Ft. Travis Park

22. Request for Authorization to approve office furnishings purchase for the Texas Cooperative Extension Building submitted by the Purchasing Agent.

23. Consideration and approval to authorize Housing Director to approve Change Orders in Lieu of Local Government Code 262.031 (Funding from TDHCA not available at time of Change Order Submission) as submitted by the Housing Department Director.

24. Consideration of authorizing the County Judge to execute agreement between the City of Austin and Galveston County for short-term shelter assistance during a mandatory evacuation submitted by the Emergency Management Coordinator.

25. Consideration of Hurricane Ike issues submitted by the Emergency Management Coordinator:

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

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Legislative issues presented by Commissioner Clark.

2. Employee Vacation Benefits presented by Commissioner Clark.

3. Update and Discussion of Galveston County's Health Plan and Galveston County Employee Healthcare Centers as submitted by the Director of Finance.

4. Discuss the evaluation of the Texas City hurricane levee presented by the Engineering Department.

AGENDA ITEM #1

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I T Systems

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

April 5, 2011

Dear Judge Henry,
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 4/12/11
Order for supplemental payroll period ending 3/30/11 Bi-Weekly #7

Submitted by Jeff Modzelewski, First Asst County Auditor – Accounting

Submitted by Ron Chapa, First Asst. County Auditor – Internal Audit
Internal audit report of the County Engineer's Office for period of 2/1/10-1/31/11

Sincerely,

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amoun
FUND: 1101 General Fund			
Warrant #: VW 00000160	**Payee Name: BAKER, STEPHEN W**		
3/28-4/3/11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978 50
		Warrant Total:	**978.50**
Warrant #: VW 00000161	**Payee Name: BOB PAGAN FORD INC**		
223988	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	353 25
223989	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	381.90
224108	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 44
224151	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	610 16
224180	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	381 04
224187	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	305 34
224193	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 37
224226	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	608 98
224255	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	307 37
		Warrant Total:	**3,028.85**
Warrant #: VW 00000162	**Payee Name: GALVESTON NEWSPAPERS INC**		
00263979	1101151800 - 5493101	Purchasing Agent - Legal Advertising	271 56
00264005	1101151800 - 5493101	Purchasing Agent - Legal Advertising	266 56
00264290	1101151800 - 5493101	Purchasing Agent - Legal Advertising	269.00
00264292	1101151800 - 5493101	Purchasing Agent - Legal Advertising	264 00
00264293	1101151800 - 5493101	Purchasing Agent - Legal Advertising	271 56
00264297	1101151800 - 5493101	Purchasing Agent - Legal Advertising	266.56
00264298	1101151800 - 5493101	Purchasing Agent - Legal Advertising	274.12
00264299	1101151800 - 5493101	Purchasing Agent - Legal Advertising	269 12
00265494	1101151800 - 5493101	Purchasing Agent - Legal Advertising	297 16
00265495	1101151800 - 5493101	Purchasing Agent - Legal Advertising	292 16
00265860	1101151800 - 5493101	Purchasing Agent - Legal Advertising	271 56
00265861	1101151800 - 5493101	Purchasing Agent - Legal Advertising	266.56
00265945	1101151300 - 5493101	County Auditor - Legal Advertising	826 75
00266070	1101153000 - 5493101	Legal Department - Legal Advertising	179 40
0080894 022311	1101151400 - 5317000	Professional Services - Books & Periodicals	64 50
		Warrant Total:	**4,350.57**
Warrant #: VW 00000164	**Payee Name: LONE STAR UNIFORMS INC**		
196571BAL	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	943 30
204741	1101223800 - 5312101	Constable Pct #8 - Uniform Expense	27 90
205097	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	129 00
		Warrant Total:	**1,100.20**
Warrant #: VW 00341601	**Payee Name: ALDRIDGE & ASSOCIATES**		
10CR0441 112910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,852 50
10CR1473 032411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,412 50
		Warrant Total:	**5,265.00**
Warrant #: VW 00341603	**Payee Name: ALERT ALARM BURG AND FIRE PROT INC**		
678797	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	40 00
680012	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	40 00
680898	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
681385	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
681514	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	220 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amount
681622	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50.00
681623	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50.00
681624	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
681629	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
682030	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155.00
682062	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
682095	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
682126	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
682161	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
682175	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
682176	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
682214	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 00
682223	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85.00
682229	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 00
682237	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	255 00
682242	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
682249	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	120.00
682275	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	225 00
682281	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
682283	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	90.00
682296	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
682297	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	160.00
682309	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	100 00
682312	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	70.00
682317	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 00
682330	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 00
682359	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
682366	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
682401	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	240 00
682429	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	40 00
682462	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50.00
682523	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
682577	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
682579	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	240.00
682589	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
682594	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10.00
		Warrant Total:	**4,690.00**

Warrant #: VW 00341604 **Payee Name: ALSTON LAW FIRM PLLC, THE**

09CP0061 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	563 32
09CP0088 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	205 82
10CP0001 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	270.82
10CP0024 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	985.82
10CP0088 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
10CP0102 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	368 33
11CP0004 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	184 16
		Warrant Total:	**2,805.77**

Warrant #: VW 00341605 **Payee Name: AMBIT ENERGY LP**

A2390110	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	119 90
A2454208	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	107 42
A2565756	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	99 87
		Warrant Total:	**327.19**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341606	**Payee Name: AMERICAN FENCE AND SUPPLY CO**		
000121327	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,162 61
		Warrant Total:	**1,162.61**
Warrant #: VW 00341609	**Payee Name: ANYTIME LOCK & SAFE INC**		
48048	1101151600 - 5310000	County Treasurer - Supplies and Materials	835 00
		Warrant Total:	**835.00**
Warrant #: VW 00341614	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
10104121 032811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	88 18
10104330 032811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	28 14
		Warrant Total:	**116.32**
Warrant #: VW 00341615	**Payee Name: BARNETT, STEPHANIE B**		
10CR2020 033111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
10CR3199 033111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
309781 033011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	1,332.50
		Warrant Total:	**1,917.50**
Warrant #: VW 00341619	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
10CR1741 032911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 75
10CR2853 031411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	490 75
		Warrant Total:	**734.50**
Warrant #: VW 00341621	**Payee Name: BLEYL, AMY RUTH WILSON**		
08CP0026 031811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00341623	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002205 031511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	274 37
10002222 031511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 23
10002875 031611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	94.47
10003863 032211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	131 66
10004583 030811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10005389 031611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	159 80
10006109 031611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	73 50
		Warrant Total:	**849.38**
Warrant #: VW 00341624	**Payee Name: BOORSTEIN, BARRY**		
11CR0519 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113.75
307962 032511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	341 25
		Warrant Total:	**455.00**
Warrant #: VW 00341625	**Payee Name: BOSWORTH PAPERS INC**		
1189160	1101159100 - 5310000	Information Technology - Supplies and Materials	16.84
		Warrant Total:	**16.84**
Warrant #: VW 00341627	**Payee Name: BROWN, ADAM BANKS**		
10CR2492 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
		Warrant Total:	**338.00**
Warrant #: VW 00341630	**Payee Name: C JOHNNY ON THE SPOT INC**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amount
63317	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
63318	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
63319	1101522020 - 5426181	Parks Department - Rental Porta Cans	80.00
63320	1101522020 - 5426181	Parks Department - Rental Porta Cans	80.00
63321	1101522020 - 5426181	Parks Department - Rental Porta Cans	160.00
63322	1101522020 - 5426181	Parks Department - Rental Porta Cans	130 00
63323	1101522020 - 5426181	Parks Department - Rental Porta Cans	230.00
63324	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
63325	1101522020 - 5426181	Parks Department - Rental Porta Cans	50.00
63326	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
63327	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
63328	1101610200 - 5481000	County Extension - Contract Service	50 00
		Warrant Total:	**1,140.00**
Warrant #: VW 00341632		**Payee Name: CASTILLO, CAROL N**	
3/28-4/1/11	1101121000 - 5431121	Justice Administration - Court Reporter Expense	1,013 12
		Warrant Total:	**1,013.12**
Warrant #: VW 00341633		**Payee Name: CEDRICK L MUHAMMAD PC**	
10CR0516 040111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
10CR2274 033111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	828.75
		Warrant Total:	**1,170.00**
Warrant #: VW 00341634		**Payee Name: CENTERPOINT ENERGY**	
47167820 032911	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	17 93
47167838 032911	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	288.23
47543723 040511	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	1,450 90
47632666 033111	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	64 91
48482202 040111	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	45 56
		Warrant Total:	**1,867.53**
Warrant #: VW 00341635		**Payee Name: CENTERPOINT ENERGY**	
47639018	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	57 14
47915202	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	94 62
48456107	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	80.94
		Warrant Total:	**232.70**
Warrant #: VW 00341638		**Payee Name: CITY OF DICKINSON**	
EMS201107	1101440100 - 5451104	Community Services - Galveston Cnty EMS	7,000 00
		Warrant Total:	**7,000.00**
Warrant #: VW 00341639		**Payee Name: CITY OF GALVESTON**	
802929	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00341640		**Payee Name: CITY OF GALVESTON**	
384150	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	42.08
		Warrant Total:	**42.08**
Warrant #: VW 00341641		**Payee Name: CITY OF TEXAS CITY**	
00019610 033111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	136.97
00023491 033111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	38 21
00026150 033111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	10 64

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amoun
1960900 033111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	100 85
2614800 033111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1,014 55
		Warrant Total:	**1,301.22**
Warrant #: VW 00341642	**Payee Name: CLARK, DIANE**		
11CR0211 040911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	536 25
		Warrant Total:	**536.25**
Warrant #: VW 00341644	**Payee Name: COLTZER, ROBERT G**		
10CR3665 021611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	577 85
		Warrant Total:	**577.85**
Warrant #: VW 00341645	**Payee Name: COOPER, DARRELL**		
1216 1ST AVE N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00341646	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2572	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,768 53
L2626	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	70 93
L2627	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	583 89
		Warrant Total:	**2,423.35**
Warrant #: VW 00341648	**Payee Name: DAHLENBURG, MICHAEL L**		
09CP0061 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
10CP0017 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65.00
11CP0004 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
MH2862A 031611	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH3855 031111	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3862 031611	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH3864 031611	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH3866 030911	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3868 030911	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3869 030911	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**1,270.00**
Warrant #: VW 00341649	**Payee Name: DAVIS III, NEAL**		
10CR0328 040711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
10CR2179 040711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
10CR2446 032911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,040 00
		Warrant Total:	**1,495.00**
Warrant #: VW 00341650	**Payee Name: DAVISON, AMRI**		
09CV1019 040411	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**126.64**
Warrant #: VW 00341652	**Payee Name: DIRECT ENERGY LP**		
637598004	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00341653	**Payee Name: DIXON, ROBIN**		
7431	1101000050 - 4471010	Culture and Recreation - User Fees - W.H. Park	45.00
		Warrant Total:	**45.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341654	**Payee Name: DK CONSTRUCTION**		
4526 AVE L REAR	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00341655	**Payee Name: DUCOTE, JEREMY B**		
10CR1962 040111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**487.50**
Warrant #: VW 00341658	**Payee Name: EAN HOLDINGS LLC**		
114707862	1101211150 - 5496156	Warrants-Sheriff's Department - Prisoner Extradition Trav	105 42
114922016	1101211150 - 5496156	Warrants-Sheriff's Department - Prisoner Extradition Trav	69 42
		Warrant Total:	**174.84**
Warrant #: VW 00341659	**Payee Name: ENTERGY**		
2253364 040111	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	3,242 46
3499447 032811	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	174 01
3502451 032811	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 60
3504647 032811	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 10
3626535 040111	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	57 98
		Warrant Total:	**3,493.15**
Warrant #: VW 00341662	**Payee Name: FANNING AND FANNING PLLC**		
10CR2516 032811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
11CR0582 032211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	120 00
		Warrant Total:	**705.00**
Warrant #: VW 00341663	**Payee Name: FANNING AND FANNING PLLC**		
312669 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292.50
		Warrant Total:	**292.50**
Warrant #: VW 00341664	**Payee Name: FAULIN, DOUGLAS E**		
03/30/11	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**126.64**
Warrant #: VW 00341665	**Payee Name: FAUS, SALVADOR**		
07CR2825 032911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260.00
310990 033011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	65 00
		Warrant Total:	**325.00**
Warrant #: VW 00341667	**Payee Name: FIRST CHOICE POWER**		
655001201675105	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
655001203203485	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	80 57
		Warrant Total:	**180.57**
Warrant #: VW 00341668	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**		
29150713	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	78 54
		Warrant Total:	**78.54**
Warrant #: VW 00341669	**Payee Name: FOOD KING CORP**		
2851	1101443100 - 5447102	Indigent Care & Medication - Meals	117 55
		Warrant Total:	**117.55**

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Invoice Number	Account Info		Amoun
Warrant #: VW 00341670	**Payee Name: FOWLER, JANA K**		
3/28-4/1/11	1101121000 - 5431121	Justice Administration - Court Reporter Expense	1,266.40
		Warrant Total:	**1,266.40**
Warrant #: VW 00341673	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
1197	1101440100 - 5451104	Community Services - Galveston Cnty EMS	88,350.00
		Warrant Total:	**88,350.00**
Warrant #: VW 00341674	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
1196	1101440100 - 5451104	Community Services - Galveston Cnty EMS	66,650 00
		Warrant Total:	**66,650.00**
Warrant #: VW 00341675	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
MAR 4 2011 MEALS	1101211132 - 5496153	M H M R -Shenff - In-State Transport	14 76
		Warrant Total:	**14.76**
Warrant #: VW 00341677	**Payee Name: GALVESTON COUNTY WCID #1**		
0030064065 04041	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34.91
220024920 032811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	125 32
220024924 032811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	53 67
230025370 032811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	373 56
		Warrant Total:	**587.46**
Warrant #: VW 00341680	**Payee Name: GELB, JEFFREY**		
310753 040511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	341 25
		Warrant Total:	**341.25**
Warrant #: VW 00341681	**Payee Name: GELB, JEFFREY**		
11CR0509 040511	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00341684	**Payee Name: GEXA CORP**		
12080183	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	101 00
		Warrant Total:	**101.00**
Warrant #: VW 00341685	**Payee Name: GILLMAN, MICHAEL DAVID**		
09CR2403 040411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
		Warrant Total:	**747.50**
Warrant #: VW 00341686	**Payee Name: GLASS AND GLAZING INC**		
9289	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,400 00
		Warrant Total:	**1,400.00**
Warrant #: VW 00341687	**Payee Name: GLYWASKY, DONALD**		
033111 MLG	1101153000 - 5496301	Legal Department - Auto Mileage	112 70
		Warrant Total:	**112.70**
Warrant #: VW 00341688	**Payee Name: GRAHAM, CARMEN A**		
01FD2384 032211	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	201 50
05CR0158 033011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
05FD1401 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
07FD0751 032211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00

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Invoice Number	Account Info		Amount
11CP0008 032211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	562 25
307953 040111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	123 50
		Warrant Total:	**1,732.25**
Warrant #: VW 00341689		**Payee Name: GULF COAST CENTER**	
APRIL 2011	1101440100 - 5448050	Community Services - Contract Services-MHMR	35,500 00
		Warrant Total:	**35,500.00**
Warrant #: VW 00341690		**Payee Name: GULF COAST CENTURY**	
84047	1101111102 - 5310000	County Commissioner-Pct 2 - Supplies and Materials	60 00
		Warrant Total:	**60.00**
Warrant #: VW 00341692		**Payee Name: H R M SUPPLY**	
1024	1101522020 - 5310000	Parks Department - Supplies and Materials	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00341696		**Payee Name: HEAT TRANSFER SOLUTIONS INC**	
54115	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	765 00
54224	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	250 00
54225	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	345 00
		Warrant Total:	**1,360.00**
Warrant #: VW 00341697		**Payee Name: HENRY, THERESA**	
10CP0028 032511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	240 50
10CP0086 032511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
10CP0103 032511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	409 50
10CP0106 032511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	331 50
10CR1142 013111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503.75
10CR1862 031111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	926 25
		Warrant Total:	**2,704.00**
Warrant #: VW 00341700		**Payee Name: HESSE, DAVID C**	
10CR3763 032411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00341703		**Payee Name: HULL & ASSOCIATES P.C.**	
OVERPYMT 022311	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00341704		**Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD**	
000049992	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	423 00
000051316	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10,769.70
000051883	1101170100 - 5727604	Facilities Srvs & Maintenance - Reinsulate Justice Ctr Ch	14,088 00
		Warrant Total:	**25,280.70**
Warrant #: VW 00341705		**Payee Name: IBRAHIM & ELLIOTT LLP**	
10CR2971 03311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	471 25
		Warrant Total:	**471.25**
Warrant #: VW 00341708		**Payee Name: JACKSON, ERIN LARENA**	
311052 040411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	201 50
		Warrant Total:	**201.50**

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Invoice Number	Account Info		Amount
Warrant #: VW 00341710	**Payee Name: JEFFERSON COUNTY TITLE**		
801494 021011	1101000010 - 4414012	General Government - County Clerk Refund of Fees	28 00
		Warrant Total:	**28.00**
Warrant #: VW 00341711	**Payee Name: JIMENEZ, JOAQUIN**		
312826 032811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00341712	**Payee Name: JMC TITLE**		
802964 022311	1101000010 - 4414012	General Government - County Clerk Refund of Fees	22 00
		Warrant Total:	**22.00**
Warrant #: VW 00341714	**Payee Name: JONES MC CLURE PUBLISHING INC**		
100230818	1101127100 - 5317000	District Attorney - Books & Periodicals	300 40
		Warrant Total:	**300.40**
Warrant #: VW 00341715	**Payee Name: JONES, STACEY LEE**		
10CR2152 040411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,235 00
		Warrant Total:	**1,235.00**
Warrant #: VW 00341717	**Payee Name: KAFI LAW**		
JAIL DKT 032511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00341718	**Payee Name: KAUFMANN, CHARLES R**		
10CR3189 040411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**520.00**
Warrant #: VW 00341720	**Payee Name: KINGWOOD COMMUNITY**		
APT 174	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00341723	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1336	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	3,333 33
1371	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,206.54
		Warrant Total:	**4,539.87**
Warrant #: VW 00341725	**Payee Name: LANSDOWNE MOODY CO LP**		
IW63259A	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	479 00
IW63517	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	373 85
		Warrant Total:	**852.85**
Warrant #: VW 00341727	**Payee Name: LAW FIRM OF TOT KIM LE**		
10CR3087 040411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,223 00
		Warrant Total:	**1,223.00**
Warrant #: VW 00341729	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
307658 040111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	715 00
		Warrant Total:	**715.00**
Warrant #: VW 00341731	**Payee Name: LAW OFFICE OF ROBERT DAVID MILLER**		
10CR1412 032911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406.25

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Invoice Number	Account Info		Amount
10CR1989 032911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	763 75
		Warrant Total:	**1,170.00**
Warrant #: VW 00341732	**Payee Name: LAW OFFICES OF SUSAN M EDMONSON PLLC**		
10CP0120 031611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344 50
		Warrant Total:	**344.50**
Warrant #: VW 00341733	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
9297122	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	148 50
9297147	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	141 81
		Warrant Total:	**290.31**
Warrant #: VW 00341734	**Payee Name: LEATHERS, BILL**		
10CR2606 040111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 50
		Warrant Total:	**682.50**
Warrant #: VW 00341736	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
176473	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28.00
176477	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	490 72
176493	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
176500	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
176548	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
176561	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
176601	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
176625	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	71 75
176651	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
176686	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	594 00
		Warrant Total:	**1,307.47**
Warrant #: VW 00341737	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
MAR 11 JP8-2 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	1,250 10
		Warrant Total:	**1,250.10**
Warrant #: VW 00341738	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
MAR 11 JP1 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	2,591 09
		Warrant Total:	**2,591.09**
Warrant #: VW 00341739	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
MAR 11 JP2 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	59 55
		Warrant Total:	**59.55**
Warrant #: VW 00341740	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
MAR 11 JP3 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	11,702.92
		Warrant Total:	**11,702.92**
Warrant #: VW 00341741	**Payee Name: LISTER PLUMBING**		
031263	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	922 90
031369	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	291 00
		Warrant Total:	**1,213.90**
Warrant #: VW 00341742	**Payee Name: LOVE, PAUL**		
10CR0046 040511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50

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Invoice Number	Account Info		Amount
11CR0070 033011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**292.50**
Warrant #: VW 00341743	**Payee Name: LRT RECORD SERVICES INC.**		
798731 011811	1101000010 - 4414012	General Government - County Clerk Refund of Fees	36.00
		Warrant Total:	**36.00**
Warrant #: VW 00341745	**Payee Name: MARION, WILLIAM DAVID**		
MARCH 2011 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00341747	**Payee Name: MARTIN, THOMAS A**		
10CR2346 032511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00341750	**Payee Name: MATHESON TRI-GAS INC**		
02292960	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	230 13
02305981	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	220 54
		Warrant Total:	**450.67**
Warrant #: VW 00341752	**Payee Name: MAUZY, BRUCE**		
09CP0088 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00341754	**Payee Name: MENDEZ, LEONORA**		
2/23-4/2/11 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	110 16
		Warrant Total:	**110.16**
Warrant #: VW 00341755	**Payee Name: MILLER, MICHELE C**		
3/18/11 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	257 55
		Warrant Total:	**257.55**
Warrant #: VW 00341756	**Payee Name: MILLS SHIRLEY LLP**		
529458	1101443100 - 5413000	Indigent Care & Medication - Prof Serv Legal Fees	200.00
		Warrant Total:	**200.00**
Warrant #: VW 00341757	**Payee Name: MITCHELL CHUOKE PLUMBING CO**		
7941	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00341759	**Payee Name: NASW/TEXAS CHAPTER**		
629995348	1101443100 - 5495100	Indigent Care & Medication - Education	143 30
		Warrant Total:	**143.30**
Warrant #: VW 00341760	**Payee Name: NATIONAL GUARDIANSHIP ASSOCIATION**		
WILSON STDY GUID	1101443100 - 5495100	Indigent Care & Medication - Education	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00341761	**Payee Name: NICHOLSON, CONNIE**		
1/11-2/23/11 MLG	1101151400 - 5496301	Professional Services - Auto Mileage	107.10
		Warrant Total:	**107.10**

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Invoice Number	Account Info		Amount
Warrant #: VW 00341762	**Payee Name: NICKELSON, LINDA J**		
10CR1153 040111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00341764	**Payee Name: NRG ENERGY INC**		
2120301	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	75 00
3796570	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
841650	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**275.00**
Warrant #: VW 00341765	**Payee Name: OFFICE OF THE ATTORNEY**		
798512 011811	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00341769	**Payee Name: ONEOK INC**		
117946945 032411	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	109 17
140526600 032411	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	104 21
141057664 032411	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 00
163076745 032411	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	3,152.45
164634518 031811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	7,759.80
165199073 031811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	4,435 27
165339436 031811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	2,008 34
235817809 031811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	217 07
		Warrant Total:	**17,801.31**
Warrant #: VW 00341770	**Payee Name: ONEOK INC**		
9103650401468599	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	57 92
9121920961361210	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	75 61
		Warrant Total:	**133.53**
Warrant #: VW 00341771	**Payee Name: ORTIZ-TAING LAW FIRM PC**		
MAR 2011 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00341773	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645418445	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	443.10
2645418454	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	91 00
2645418472	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	239 00
2645418511	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	31 90
2645418538	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	520 50
2645418553	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	11 00
2645418574	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	312.50
2645418647	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	9 11
3975432859	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	45 00
3975432945	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	30 00
3975432950	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	150 00
3975433051	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	283 00
3975433078	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	110 90
3975433134	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	29 04
		Warrant Total:	**2,306.05**
Warrant #: VW 00341774	**Payee Name: OZARKA NATURAL SPRING WATER**		

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Invoice Number	Account Info		Amount
01CO123007437	1101291010 - 5310000	Emergency Management - Supplies and Materials	180 95
		Warrant Total:	**180.95**
Warrant #: VW 00341775	**Payee Name: PALMER, MICHAEL**		
10CR0720 040311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
11CR0928 040411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130.00
JAIL DKT 032111	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	**1,388.75**
Warrant #: VW 00341777	**Payee Name: PARK UNIVERSITY ENTERPRISES INC**		
12485132	1101211132 - 5495100	M H M.R -Sheriff - Education	299 00
12485133	1101211132 - 5495100	M.H.M R.-Sheriff - Education	299 00
		Warrant Total:	**598.00**
Warrant #: VW 00341781	**Payee Name: PENGAD**		
29729401	1101121000 - 5431121	Justice Administration - Court Reporter Expense	130 74
		Warrant Total:	**130.74**
Warrant #: VW 00341783	**Payee Name: PESTMASTER SERVICES INC**		
7978	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
7979	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
7980	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
7981	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
7982	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
7983	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
7984	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
7985	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
7986	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
7987	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
7988	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39.83
7989	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75.11
7990	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
7991	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
8030	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39.83
8031	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
8041	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8051	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59.75
8061	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
8062	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
8068	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8069	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
8088	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8089	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44.95
8090	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8091	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8092	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8093	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8094	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250.36
8098	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
		Warrant Total:	**3,305.08**
Warrant #: VW 00341784	**Payee Name: PIPE MASTER PLUMBING LLC**		
1322	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	574 00

Galveston County, Texas

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Invoice Number	Account Info		Amount
1350	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	245 00
		Warrant Total:	**819.00**
Warrant #: VW 00341785	**Payee Name: PITNEY BOWES**		
3110103MR11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	3,312 50
3862513MR11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	1,029 00
		Warrant Total:	**4,341.50**
Warrant #: VW 00341787	**Payee Name: QUINTANILLA, DONNIE**		
10CR3883 032211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276.25
		Warrant Total:	**276.25**
Warrant #: VW 00341788	**Payee Name: QUIROGA, BONITA**		
3/5-6/11 RMB	1101121000 - 5310000	Justice Administration - Supplies and Materials	45 06
		Warrant Total:	**45.06**
Warrant #: VW 00341791	**Payee Name: REDDY ICE HOUSTON**		
1855060	1101522020 - 5310000	Parks Department - Supplies and Materials	365.40
1855385	1101522020 - 5310000	Parks Department - Supplies and Materials	101 50
1865701	1101522020 - 5310000	Parks Department - Supplies and Materials	162.40
		Warrant Total:	**629.30**
Warrant #: VW 00341792	**Payee Name: ROELL, HOLLY C**		
10CR2130 032911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	757.25
303460 033111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	234 00
		Warrant Total:	**991.25**
Warrant #: VW 00341793	**Payee Name: ROSENBERG LIBRARY**		
227	1101440100 - 5461012	Community Services - Co Library System Overhead	45,080 17
		Warrant Total:	**45,080.17**
Warrant #: VW 00341794	**Payee Name: RUSSELL, GREG**		
11CR0788 033011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
309022 040511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	227 50
MARCH 2011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**2,287.50**
Warrant #: VW 00341796	**Payee Name: SADLER, ANDREA**		
305215 033111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	416 00
313103 033011	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	190 00
		Warrant Total:	**606.00**
Warrant #: VW 00341797	**Payee Name: SAFETY KLEEN CORP**		
53504789	1101522020 - 5310000	Parks Department - Supplies and Materials	225 50
		Warrant Total:	**225.50**
Warrant #: VW 00341798	**Payee Name: SAN LEON MUNICIPAL UTILITY DIST**		
103509002 033011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	33 17
103531950 033011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	39 45
		Warrant Total:	**72.62**
Warrant #: VW 00341800	**Payee Name: SANTA FE AUTO PARTS INC**		

Galveston County, Texas

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Invoice Number	Account Info		Amount
486552B	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	31 46
		Warrant Total:	**31.46**
Warrant #: VW 00341801	**Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS**		
398697	1101159100 - 5423500	Information Technology - Maintenance of Software	2,451 00
398698	1101159100 - 5423500	Information Technology - Maintenance of Software	2,451 00
		Warrant Total:	**4,902.00**
Warrant #: VW 00341802	**Payee Name: SCHWAB, TAYLOR**		
10CR3171 033011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	695 50
		Warrant Total:	**695.50**
Warrant #: VW 00341803	**Payee Name: SCOTT, LINDA**		
FEB 2011 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	136 68
		Warrant Total:	**136.68**
Warrant #: VW 00341804	**Payee Name: SCOTT, SHELBY**		
10CR1836 033011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,137.50
11CR0035 033011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
11CR0319 033111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total:	**1,625.00**
Warrant #: VW 00341805	**Payee Name: SEARS & BENNETT LLP**		
10CR3800 030911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
308890 032811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	633 75
		Warrant Total:	**812.50**
Warrant #: VW 00341807	**Payee Name: SHATTUCK, BOB**		
MH3855 031111	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3862 031611	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3864 031611	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3866 030911	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3868 030911	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH3869 030911	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH3872 031611	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3873 031611	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3875 031611	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3877 031611	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
		Warrant Total:	**1,600.00**
Warrant #: VW 00341808	**Payee Name: SHEARN MOODY PLAZA CORP**		
4TH FLR 033111	1101110000 - 5426250	General Government - Rental Office Space	23,372 57
5TH FLR 033111	1101110000 - 5426250	General Government - Rental Office Space	27,713 85
		Warrant Total:	**51,086.42**
Warrant #: VW 00341810	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
57072	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	167 46
70330	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	59 98
75784	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	15 29
		Warrant Total:	**242.73**
Warrant #: VW 00341812	**Payee Name: SMITH, JAMES DENNIS**		

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Invoice Number	Account Info		Amount
10CR3453 040111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00341814	**Payee Name: SPAN PUBLISHING INC**		
0084647	1101211150 - 5495100	Warrants-Sheriff's Department - Education	152.10
		Warrant Total:	**152.10**
Warrant #: VW 00341815	**Payee Name: SPARKS LAW FIRM, THE**		
300908 021011	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	90 00
300953 040411	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	260 00
301724 032511	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	285.00
		Warrant Total:	**635.00**
Warrant #: VW 00341818	**Payee Name: STACEY VALDEZ & ASSOCIATES PLLC**		
09CR0028 021611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,387.21
		Warrant Total:	**2,387.21**
Warrant #: VW 00341821	**Payee Name: STEVE'S WAREHOUSE TIRES**		
67485	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
67538	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	12.50
67572	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	12 50
67616	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
67633	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	12.50
		Warrant Total:	**67.50**
Warrant #: VW 00341822	**Payee Name: STEVENS, MARK W**		
08CR2408 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	149 00
		Warrant Total:	**149.00**
Warrant #: VW 00341824	**Payee Name: STICKLER, TOMMY JAMES**		
07CR3984 032811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
		Warrant Total:	**650.00**
Warrant #: VW 00341825	**Payee Name: SUHLER, DAVID**		
09CR3740 040111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,130 00
10CR1402 040511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	510 00
		Warrant Total:	**2,640.00**
Warrant #: VW 00341827	**Payee Name: SULLIVAN, DWIGHT D**		
1/3-3/17/11 MLG	1101114000 - 5496301	County Clerk - Auto Mileage	60.48
1/3-3/17/11 MLG	1101114030 - 5496301	Election Expense - Auto Mileage	156 75
		Warrant Total:	**217.23**
Warrant #: VW 00341828	**Payee Name: SUMMERLIN PLLC, ROBERT E**		
10CR3303 030411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,250 00
		Warrant Total:	**3,250.00**
Warrant #: VW 00341830	**Payee Name: SUN COAST RESOURCES INC**		
90868318	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,068 10
90869177	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,754 52
		Warrant Total:	**7,822.62**

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Invoice Number	Account Info		Amount
Warrant #: VW 00341831	**Payee Name: SUNFLOWER FOODS LTD**		
12991	1101190100 - 5481000	County Engineer - Contract Service	238.36
		Warrant Total:	**238.36**
Warrant #: VW 00341833	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
210265	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 39
210266	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	40 67
210272	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	24 36
210275	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	8.99
210301	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	64 25
210304	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	223 45
210306	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	19 99
210310	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	175 36
210311	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	29 51
210312	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	37 55
210321	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	9 57
210322	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	104 66
210342	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	27 41
210343	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	22 73
210355	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	242 29
210356	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	56.34
210357	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	-3.14
210381	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	5.18
210382	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	47 40
210430	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	15 76
210432	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 46
210437	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	15 60
210442	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 66
210444	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	22 32
210449	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	62 47
210478	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	17 99
210484	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 50
210486	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	-29 27
210491	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 76
210492	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	30 13
210527	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	134 26
210541	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	13 16
210553	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	53 95
210555	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 87
210570	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	2 58
210571	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 07
210577	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	49 96
210583	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 58
210596	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	92 98
210599	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	11 58
210610	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	10 20
210625	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 28
210626	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	47 99
210627	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	16 76
210643	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	11 95
		Warrant Total:	**1,852.51**
Warrant #: VW 00341836	**Payee Name: TEXAS DEPARTMENT OF LICENSING &**		

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Invoice Number	Account Info		Amount
064102 2011	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	20 00
064113 2011	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	20.00
064114 2011	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	20.00
064115 2011	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	20 00
064198 2011	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	20.00
064199 2011	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	20 00
064200 2011	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	20.00
		Warrant Total:	**140.00**
Warrant #: VW 00341837		**Payee Name: TEXAS DEPARTMENT OF STATE HEALTH**	
2010010251	1101110000 - 5429301	General Government - Nuisance Abatement	464.00
		Warrant Total:	**464.00**
Warrant #: VW 00341839		**Payee Name: TEXAS GUARDIANSHIP ASSOCIATION**	
5/19-20/11 RIOS	1101443100 - 5495100	Indigent Care & Medication - Education	300.00
		Warrant Total:	**300.00**
Warrant #: VW 00341841		**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**	
10CR3752 033011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,200.00
11CR0498 040111	1101121000 - 5412110	Justice Administration - Pre-Employment Physicals	1,200.00
		Warrant Total:	**2,400.00**
Warrant #: VW 00341844		**Payee Name: TEXAS POWER LP**	
84932	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	102.57
		Warrant Total:	**102.57**
Warrant #: VW 00341846		**Payee Name: THOMA, JOHN**	
10CR2446 040111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	925.00
303576 040611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	390.00
		Warrant Total:	**1,315.00**
Warrant #: VW 00341847		**Payee Name: THOMPSON PUBLISHING GROUP**	
I67275411	1101153000 - 5310000	Legal Department - Supplies and Materials	29.50
I67275411	1101153000 - 5317000	Legal Department - Books & Periodicals	409.00
		Warrant Total:	**438.50**
Warrant #: VW 00341848		**Payee Name: TOMMIE VAUGHN MOTORS INC**	
329777	1101172111 - 5742000	Fleet Mgmt-Galveston - Capital Outlay-Vehicles	21,762.00
329778	1101172111 - 5742000	Fleet Mgmt-Galveston - Capital Outlay-Vehicles	21,762 00
329877	1101211101 - 5742000	Administration Sheriff Dept - Capital Outlay-Vehicles	26,833.00
329879	1101211101 - 5742000	Administration Sheriff Dept - Capital Outlay-Vehicles	26,833 00
329958	1101172111 - 5742000	Fleet Mgmt-Galveston - Capital Outlay-Vehicles	21,762 00
329959	1101172111 - 5742000	Fleet Mgmt-Galveston - Capital Outlay-Vehicles	21,762 00
		Warrant Total:	**140,714.00**
Warrant #: VW 00341849		**Payee Name: TORRES, ROBERTO**	
10CR2031 040111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
		Warrant Total:	**373.75**
Warrant #: VW 00341850		**Payee Name: TPM INC**	
2006 CHURCH B1 C	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
		Warrant Total:	**100.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00341851	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100000232532	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
900006198652	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	98 73
		Warrant Total:	**198.73**
Warrant #: VW 00341852	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4653535	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	127 53
4702065	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	119 59
		Warrant Total:	**247.12**
Warrant #: VW 00341853	**Payee Name: UNIQUE DIGITAL TECHNOLOGY INC**		
0208784IN	1101159100 - 5423500	Information Technology - Maintenance of Software	50,416 00
0208784IN	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	10,000 00
		Warrant Total:	**60,416.00**
Warrant #: VW 00341856	**Payee Name: UTMB**		
708X24011058	1101122300 - 5412115	Probate Court - Sullivan - Psychological Exam	400.00
708X24011065	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	800 00
		Warrant Total:	**1,200.00**
Warrant #: VW 00341857	**Payee Name: VITRO AMERICA INC**		
08021954	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	747 84
		Warrant Total:	**747.84**
Warrant #: VW 00341858	**Payee Name: VOICE4NET.C0M**		
2961	1101159100 - 5481000	Information Technology - Contract Service	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00341859	**Payee Name: WASTE MANAGEMENT INC**		
163096517913	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	356.00
163145017915	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 13
163232617916	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	607 00
163293517914	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	8 34
163391017916	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	613 00
454268217915	1101522020 - 5481000	Parks Department - Contract Service	300.18
454268317913	1101522020 - 5481000	Parks Department - Contract Service	160 11
		Warrant Total:	**2,056.76**
Warrant #: VW 00341861	**Payee Name: WEBER, WINIFRED B**		
301298 040610	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00341862	**Payee Name: WEST PUBLISHING CORPORATION**		
6070803028	1101110000 - 5317000	General Government - Books & Periodicals	184 85
		Warrant Total:	**184.85**
Warrant #: VW 00341863	**Payee Name: WILLIAMS, DALE**		
3/13-17/11 TRVL	1101159100 - 5750000	Information Technology - Capital Outlay-Technology	220 05
		Warrant Total:	**220.05**
Warrant #: VW 00341864	**Payee Name: XEROX CORPORATION**		
COG2001C1	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	69,078 92

Invoice Number	Account Info		Amount
		Warrant Total:	**69,078.92**
Warrant #: VW 00341865	**Payee Name: YARRELL PC, ELLEN A**		
10FD2146 040811	1101126100 - 5310000 District Clerk - Supplies and Materials		600 00
		Warrant Total:	**600.00**
		FUND 1101 TOTAL:	**766,049.49**
FUND: 2101 Cnty Records Mgt & Preservatio			
Warrant #: VW 00341816	**Payee Name: SPEEDY'S PRINTING**		
359489	2101116020 - 5310000 County Records Management - Supplies and Materials		327 67
		Warrant Total:	**327.67**
		FUND 2101 TOTAL:	**327.67**
FUND: 2211 Law Library			
Warrant #: VW 00341751	**Payee Name: MATTHEW BENDER & COMPANY INC**		
0229882K	2211129100 - 5317000 Law Library - Books & Periodicals		144 13
		Warrant Total:	**144.13**
		FUND 2211 TOTAL:	**144.13**
FUND: 2212 Mediation Services Prog Fund			
Warrant #: VW 00341608	**Payee Name: AMERSON, RODGER DAN**		
10FD3174 030811	2212125300 - 5432011 Mediation Services - Mediation Services		95 00
11CP0023 032311	2212125300 - 5432011 Mediation Services - Mediation Services		200 00
11CP0027 032811	2212125300 - 5432011 Mediation Services - Mediation Services		250.00
		Warrant Total:	**545.00**
Warrant #: VW 00341719	**Payee Name: KILGORE, JEFFREY A**		
10FD1172 031811	2212125300 - 5432011 Mediation Services - Mediation Services		400 00
		Warrant Total:	**400.00**
		FUND 2212 TOTAL:	**945.00**
FUND: 2220 Adult Probation Fund			
Warrant #: VW 00341616	**Payee Name: BAY AREA RECOVERY CENTER**		
10455	2220255101 - 5481000 Adult Probation - Contract Service		1,132 50
		Warrant Total:	**1,132.50**
Warrant #: VW 00341709	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
426478	2220255101 - 5491100 Adult Probation - Insurance Liability		568 00
		Warrant Total:	**568.00**

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Invoice Number	Account Info		Amount
		FUND 2220 TOTAL:	**1,700.50**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00341610 **Payee Name: ARAMARK CORRECTIONAL SERVICES**

5474000429	2230256118 - 5481199	Detention - Food Service Contract	2,259 06
5474000429	2230256119 - 5481199	Post Program - Food Service Contract	547 12
5474000429	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	116.18
		Warrant Total:	**2,922.36**

Warrant #: VW 00341647 **Payee Name: CURRENT USA INC**

W178910001016	2230256100 - 5310000	Juvenile Justice - Supplies and Materials	60 93
		Warrant Total:	**60.93**

Warrant #: VW 00341656 **Payee Name: DUNNAHOO, CHRISTOPHER**

FEB 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	185 13
		Warrant Total:	**185.13**

Warrant #: VW 00341660 **Payee Name: EVERGLADES DIRECT INC**

0487351	2230256100 - 5310000	Juvenile Justice - Supplies and Materials	129 49
		Warrant Total:	**129.49**

Warrant #: VW 00341661 **Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**

APR 2011 COUNSEL	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	12,000 00
APR 2011 OFFEND	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	9,916 00
		Warrant Total:	**21,916.00**

Warrant #: VW 00341678 **Payee Name: GAVION, BRIAN**

MAR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	167.79
		Warrant Total:	**167.79**

Warrant #: VW 00341694 **Payee Name: HARDY, COREY L**

040111 MEALS	2230256118 - 5496150	Detention - Transportation	10 00
		Warrant Total:	**10.00**

Warrant #: VW 00341698 **Payee Name: HERNANDEZ, CARLOS**

MAR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	179 01
		Warrant Total:	**179.01**

Warrant #: VW 00341699 **Payee Name: HERRING JR, MATTHEW**

MAR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	181 05
		Warrant Total:	**181.05**

Warrant #: VW 00341728 **Payee Name: LAW OFFICE OF KATHRYN BRADFIELD LANAN**

ARI1100057	2230256130 - 5431402	Court - Masters Referee Juvenile Matrs	6,437 50
		Warrant Total:	**6,437.50**

Warrant #: VW 00341749 **Payee Name: MASTER WORD SERVICE INC**

40614	2230256130 - 5431101	Court - Professional Srv Interpreter	75 00
		Warrant Total:	**75.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00341753	**Payee Name: MAXWELL, BONITA G**		
MARCH 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	196 35
		Warrant Total:	**196.35**
Warrant #: VW 00341763	**Payee Name: NORRIS, BRENT T**		
MAR 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	140 67
		Warrant Total:	**140.67**
Warrant #: VW 00341790	**Payee Name: RAMIREZ, VICTORIA**		
MAR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	202 98
		Warrant Total:	**202.98**
Warrant #: VW 00341799	**Payee Name: SANDERS, EARNESTINE LYNCH**		
MAR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	168.81
		Warrant Total:	**168.81**
Warrant #: VW 00341823	**Payee Name: STEWART, DELLA L**		
MAR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	173.40
		Warrant Total:	**173.40**
Warrant #: VW 00341840	**Payee Name: TEXAS JUVENILE PROBATION COMMISSION**		
TJPC110017	2230256105 - 5495100	Juv Justice - Administration - Education	125 00
		Warrant Total:	**125.00**
		FUND 2230 TOTAL:	**33,271.47**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00341675	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
MARCH 2011 DRAW	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
		Warrant Total:	**300.00**
Warrant #: VW 00341676	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
RMB GME RM	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	400 00
		Warrant Total:	**400.00**
		FUND 2242 TOTAL:	**700.00**

FUND: 2250 Law Enforcement Education Fund

Warrant #: VW 00341637	**Payee Name: CHERRY, DONALD**		
3/16-18/11 TRVL	2250211510 - 5502201	Contin Education-State Alloc - Const Pct 1 Cont Ed Exp	683 50
		Warrant Total:	**683.50**
		FUND 2250 TOTAL:	**683.50**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000163 **Payee Name: KEYWORTHS HARDWARE INC**

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Invoice Number	Account Info		Amount
000158515	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	4 38
000159674	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	10.98
000159984	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	24 56
000161053	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	255 92
000161368	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	24 74
000161408	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	87 94
		Warrant Total:	**408.52**
Warrant #: VW 00341613	**Payee Name: AUTO FACELIFTS AND FASHIONS**		
3763	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	175 00
		Warrant Total:	**175.00**
Warrant #: VW 00341617	**Payee Name: BAYGAS INC**		
8697	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	98 36
8908	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	107 83
		Warrant Total:	**206.19**
Warrant #: VW 00341626	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL21331	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	44 40
		Warrant Total:	**44.40**
Warrant #: VW 00341630	**Payee Name: C JOHNNY ON THE SPOT INC**		
63316	2301312110 - 5481000	Administration - Contract Service	100.00
		Warrant Total:	**100.00**
Warrant #: VW 00341631	**Payee Name: C K G SERVICES LLC**		
7255	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	525 00
		Warrant Total:	**525.00**
Warrant #: VW 00341636	**Payee Name: CENTURY ASPHALT LTD**		
134944	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	17,428 39
		Warrant Total:	**17,428.39**
Warrant #: VW 00341657	**Payee Name: DURWOOD GREENE CONSTRUCTION CO**		
3 022811	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	-582 40
3 022811	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	11,648 04
		Warrant Total:	**11,065.64**
Warrant #: VW 00341666	**Payee Name: FILLINGAME INC**		
IVC37562	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	94 50
		Warrant Total:	**94.50**
Warrant #: VW 00341672	**Payee Name: GALVESTON COUNTY EMERGENCY**		
20110321 3/21/01	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	281 81
		Warrant Total:	**281.81**
Warrant #: VW 00341691	**Payee Name: GULF COAST MARKET**		
ACCT 35 032111	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	88 01
		Warrant Total:	**88.01**
Warrant #: VW 00341721	**Payee Name: KIWI TIRE SHOP**		
1462	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	60 00

Galveston County, Texas

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Invoice Number	Account Info		Amount
		Warrant Total:	**60.00**
Warrant #: VW 00341722	**Payee Name: KIWI TIRE SHOP**		
1661	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	30 00
		Warrant Total:	**30.00**
Warrant #: VW 00341723	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1369	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	477 98
		Warrant Total:	**477.98**
Warrant #: VW 00341746	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
280258	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,426.00
280260	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,586.00
280261	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,388 00
		Warrant Total:	**9,400.00**
Warrant #: VW 00341758	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART2959291	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	90 11
		Warrant Total:	**90.11**
Warrant #: VW 00341772	**Payee Name: OSBURN ASSOCIATES INC**		
188732	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	2,080.00
		Warrant Total:	**2,080.00**
Warrant #: VW 00341778	**Payee Name: PAT'S**		
00026084	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	49 00
00026094	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**63.50**
Warrant #: VW 00341786	**Payee Name: PROLINE MATERIALS INC**		
3474	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	5,285 70
		Warrant Total:	**5,285.70**
Warrant #: VW 00341789	**Payee Name: R B EVERETT & CO**		
SI37966	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	820 66
		Warrant Total:	**820.66**
Warrant #: VW 00341800	**Payee Name: SANTA FE AUTO PARTS INC**		
46387	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	69 90
46518	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	128.58
46715	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	154 56
46720	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	-39.58
46765	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	7 26
46789	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	135 29
47060	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	44 74
47067	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	31.64
47075	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	19 99
47331	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,100 38
47569	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	754.50
47576	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	104 26
47813	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	155 40
47972	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	216 56

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Invoice Number	Account Info		Amount
48052	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	528 00
48185	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	990 00
48189	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	5 10
48191	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	173 10
48208	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	32 85
48297	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	30 24
48431	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	65.04
48583	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	164 25
48629	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	17 90
48677	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	157 11
48818	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	390.58
49030	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	23 11
49150	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	49 24
49237	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	131 39
49379	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	73 95
49393	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	162 50
49398	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	32 50
		Warrant Total:	**5,910.34**
Warrant #: VW 00341806		**Payee Name: SEASIDE ENTERPRISES INC**	
163276	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	393 22
163370	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	19 08
		Warrant Total:	**412.30**
Warrant #: VW 00341813		**Payee Name: SOUTHWEST T & I INC**	
1881866	2301312110 - 5481000	Administration - Contract Service	294 35
1882041	2301312110 - 5481000	Administration - Contract Service	182 70
		Warrant Total:	**477.05**
Warrant #: VW 00341829		**Payee Name: SUN COAST MARINE WORKS LLC**	
000466	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00341830		**Payee Name: SUN COAST RESOURCES INC**	
90868220	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	5,133 41
90869468	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	13,623 09
		Warrant Total:	**18,756.50**
		FUND 2301 TOTAL:	**74,681.60**

FUND: 2370 Flood Control Fund

Warrant #: VW 00000163		**Payee Name: KEYWORTHS HARDWARE INC**	
000161439	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	26 82
		Warrant Total:	**26.82**
Warrant #: VW 00341630		**Payee Name: C JOHNNY ON THE SPOT INC**	
63315	2370296121 - 5481000	Seawall Maintenance - Contract Service	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00341646		**Payee Name: CRESCENT ENGINEERING COMPANY INC**	
L2628	2370296121 - 5481000	Seawall Maintenance - Contract Service	177 32

Invoice Number	Account Info		Amount
		Warrant Total:	**177.32**
Warrant #: VW 00341800	**Payee Name: SANTA FE AUTO PARTS INC**		
48470	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	761.64
		Warrant Total:	**761.64**
Warrant #: VW 00341830	**Payee Name: SUN COAST RESOURCES INC**		
90867845	2370296121 - 5322010	Seawall Maintenance - Auto Fuel Expense	2,916 26
90868979	2370296121 - 5322010	Seawall Maintenance - Auto Fuel Expense	2,409 14
		Warrant Total:	**5,325.40**
		FUND 2370 TOTAL:	**6,391.18**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000163	**Payee Name: KEYWORTHS HARDWARE INC**		
000160409	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	29 90
000161449	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	9 01
000161967	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	9 79
		Warrant Total:	**48.70**
Warrant #: VW 00341643	**Payee Name: COFEJO HARDWARE INC**		
265878	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	8 20
		Warrant Total:	**8.20**
Warrant #: VW 00341671	**Payee Name: GALVESTON BATTERY AND ELECTRIC INC**		
52105	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	39 49
		Warrant Total:	**39.49**
Warrant #: VW 00341701	**Payee Name: HOME DEPOT**		
0011258	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	147.63
		Warrant Total:	**147.63**
Warrant #: VW 00341706	**Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO**		
21531	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	739 20
		Warrant Total:	**739.20**
Warrant #: VW 00341797	**Payee Name: SAFETY KLEEN CORP**		
53409184	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	197 78
		Warrant Total:	**197.78**
Warrant #: VW 00341819	**Payee Name: STANDARD STEEL SUPPLY INC**		
512933	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	33 00
		Warrant Total:	**33.00**
Warrant #: VW 00341835	**Payee Name: TEXAS DEPARTMENT OF AGRICULTURE**		
00819802	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00341838	**Payee Name: TEXAS FLIGHT LINE LC**		
244	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	2,500 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**2,500.00**
Warrant #: VW 00341854	**Payee Name: UNIVAR USA**		
HS653987	2410411100 - 5313301	Mosquito Control District - Insecticides	22,044 00
HS653991	2410411100 - 5313301	Mosquito Control District - Insecticides	1,954 16
		Warrant Total:	**23,998.16**
Warrant #: VW 00341860	**Payee Name: WAUKESHA-PEARCE IND INC**		
25380302	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	192 22
25380698	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	221 16
		Warrant Total:	**413.38**
		FUND 2410 TOTAL:	**28,137.54**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00341600	**Payee Name: ADVOCACY CENTER FOR CHILDREN OF**		
MARCH 2011	2501443300 - 5449105	Child Welfare - Child Advocacy Project	1,665 88
		Warrant Total:	**1,665.88**
		FUND 2501 TOTAL:	**1,665.88**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00341782	**Payee Name: PENINSULA SEPTIC SERVICE INC**		
55576	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	5,331 80
55577	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	302 00
		Warrant Total:	**5,633.80**
Warrant #: VW 00341817	**Payee Name: SPRINT WASTE SERVICES LP**		
155558	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	434 24
156129	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	134 52
		Warrant Total:	**568.76**
		FUND 2601 TOTAL:	**6,202.56**

FUND: 2817 LIRAP-Local Intiative Project

Warrant #: VW 00341834	**Payee Name: TEXAS COMMISSION ON ENVIRONMENTAL**		
TCEQ 582859961	2817000000 - 2272008	LIRAP-Local Initiative Project - Due to State	923 94
		Warrant Total:	**923.94**
		FUND 2817 TOTAL:	**923.94**

FUND: 2824 Adult Probation Community

Warrant #: VW 00341616	**Payee Name: BAY AREA RECOVERY CENTER**		
10455	2824255111 - 5481000	Special Substance Abuse - Contract Service	327 00
		Warrant Total:	**327.00**

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Invoice Number	Account Info		Amount
		FUND 2824 TOTAL:	**327.00**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00341611 **Payee Name: ASTIN, JULIE A**

MAR 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	209 61
		Warrant Total:	**209.61**

Warrant #: VW 00341682 **Payee Name: GEN-DIAGNOSTICS INC**

30536	2841256111 - 5412301	State Aid Grant A - Drug Screening	1,064 95
		Warrant Total:	**1,064.95**

Warrant #: VW 00341693 **Payee Name: HARDY, CHARLOTTE L**

FEB 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	134.64
		Warrant Total:	**134.64**

Warrant #: VW 00341716 **Payee Name: JOSEPH, JUNE**

MAR 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	302 43
		Warrant Total:	**302.43**

Warrant #: VW 00341735 **Payee Name: LEWIS, SIRDON**

MAR 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	447 78
		Warrant Total:	**447.78**

Warrant #: VW 00341780 **Payee Name: PEGASUS SCHOOLS INC**

8460	2841256111 - 5441101	State Aid Grant A - Residential Services	24,644 26
		Warrant Total:	**24,644.26**

		FUND 2841 TOTAL:	**26,803.67**

FUND: 2842 Community Corrections

Warrant #: VW 00341622 **Payee Name: BLOW, ADRIENNE M**

MAR 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	44 88
		Warrant Total:	**44.88**

Warrant #: VW 00341702 **Payee Name: HOWELL, NIKKI**

MAR 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	80 07
		Warrant Total:	**80.07**

Warrant #: VW 00341726 **Payee Name: LARSON, FAITH**

MAR 2011 MLG	2842256187 - 5496301	IS JPO Cash match - Auto Mileage	342.09
		Warrant Total:	**342.09**

Warrant #: VW 00341776 **Payee Name: PARISH, ERVIN R**

MAR 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	180 03
		Warrant Total:	**180.03**

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Invoice Number	Account Info		Amount
		FUND 2842 TOTAL:	**647.07**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00341679 **Payee Name: GEARING, MERRICK**

2/10-3/31/11	2848256143 - 5495095	Commitment Reduction Program C - Educational Programs	750 00
		Warrant Total:	**750.00**

Warrant #: VW 00341855 **Payee Name: UTMB**

018	2848256143 - 5481000	Commitment Reduction Program C - Contract Service	10,182 00
		Warrant Total:	**10,182.00**
		FUND 2848 TOTAL:	**10,932.00**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00341612 **Payee Name: AT&T MOBILITY**

287024607505031 1	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	56 22
		Warrant Total:	**56.22**
		FUND 2864 TOTAL:	**56.22**

FUND: 2893 HMGP - IKE

Warrant #: VW 00341683 **Payee Name: GEORGE FINLEY, LARRY FINLEY & CAROLYN**

DR1791059	2893289015 - 5502212	HMGP TWIA Settlements - TWIA Refunds	5,381 53
		Warrant Total:	**5,381.53**

Warrant #: VW 00341779 **Payee Name: PAT'S**

10153	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	2,575 00
10154	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	11,250 00
10155	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	1,300 00
10160	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	1,500 00
		Warrant Total:	**16,625.00**
		FUND 2893 TOTAL:	**22,006.53**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00341607 **Payee Name: AMERICAN HOME BUILDERS INC.**

DC0312012	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,036 99
DC0312012	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,369 94
LH0110661	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,834 72
LH0110661	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,347 22
		Warrant Total:	**70,845.45**

Warrant #: VW 00341620 **Payee Name: BGB INTERESTS LP**

107002 MONTEMAYO	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,279 04
107002 MONTEMAYO	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,790 41

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amount
107003	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	12,042 51
107003	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	17,693 00
10702	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	11,285 33
		Warrant Total:	**70,532.21**
Warrant #: VW 00341628	**Payee Name: BURGHLI HOMES PROMENADE HOMES JV**		
103A	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	10,882 40
104A	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	11,636 00
		Warrant Total:	**22,518.40**
Warrant #: VW 00341629	**Payee Name: BURGHLI HOMES PROMENADE HOMES JV**		
101A	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	4,158 24
102A	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	11,030 40
		Warrant Total:	**15,188.64**
Warrant #: VW 00341709	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
00021868 040111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,776 00
00021881 032811	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,466 00
00021891 032411	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	980 00
00021892 032511	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	3,339 00
00021915 040111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,412 00
		Warrant Total:	**11,973.00**
Warrant #: VW 00341809	**Payee Name: SHELMARK ENGINEERING L.L.C.**		
4388	2914152500 - 5481000	Administration - Contract Service	7,442.07
4424	2914152500 - 5481000	Administration - Contract Service	5,967 98
		Warrant Total:	**13,410.05**
Warrant #: VW 00341826	**Payee Name: SULLIVAN LAND SERVICES LTD**		
10778FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	11,924 00
		Warrant Total:	**11,924.00**
		FUND 2914 TOTAL:	**216,391.75**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00341618	**Payee Name: BECK DISASTER RECOVERY INC**		
0107917	2994299136 - 5481000	JWW-134 Priv Prop Debris Rmvl - Contract Service	67 50
0107918	2994299136 - 5481000	JWW-134 Priv Prop Debris Rmvl - Contract Service	112 50
0107922	2994299136 - 5481000	JWW-134 Priv Prop Debris Rmvl - Contract Service	270 00
0107923	2994299136 - 5481000	JWW-134 Priv Prop Debris Rmvl - Contract Service	505 00
0107925	2994299136 - 5481000	JWW-134 Priv Prop Debris Rmvl - Contract Service	90 00
0109088	2994299136 - 5481000	JWW-134 Priv Prop Debris Rmvl - Contract Service	90 00
		Warrant Total:	**1,135.00**
Warrant #: VW 00341657	**Payee Name: DURWOOD GREENE CONSTRUCTION CO**		
3 022811	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-7,793 98
3 022811	2994299324 - 5425257	Road & Bridge Pr-Port Bolivar - Ocean Tide-Crystal Beach	14 25
3 022811	2994299324 - 5425293	Road & Bridge Pr-Port Bolivar - Ocean Breeze Drive Port B	336 60
3 022811	2994299324 - 5425294	Road & Bridge Pr-Port Bolivar - Ocean Sand Drive Port Bol	66 55
3 022811	2994299324 - 5425295	Road & Bridge Pr-Port Bolivar - Jewel Drive Port Bolivar	471 55
3 022811	2994299324 - 5425296	Road & Bridge Pr-Port Bolivar - Mae Circle Road Port Boli	1,149 64

Galveston County, Texas

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Invoice Number	Account Info		Amount
3 022811	2994299324 - 5425297	Road & Bridge Pr-Port Bolivar - Bud Drive Port Bolivar	731 57
3 022811	2994299324 - 5425298	Road & Bridge Pr-Port Bolivar - Verdia Drive Port Bolivar	1,374 17
3 022811	2994299324 - 5425302	Road & Bridge Pr-Port Bolivar - Padre Island Port Bolivar	400.17
3 022811	2994299357 - 5425357	Galveston Ave Port Bolivar - Galveston Avenue Port Boliva	4,045 24
3 022811	2994299363 - 5425029	Helen Blvd Port Bolivar - Helen Blvd. - Port Bolivar	18,826 65
3 022811	2994299364 - 5425031	South Melody Ln Port Bolivar - S Melody Lane - Port Boliv	58,958 55
3 022811	2994299365 - 5425032	Honeysuckle Dr Port Bolivar - S Honeysuckle Dr - Port Bol	48,424.50
3 022811	2994299366 - 5425034	Alma St Crystal Beach - Alma St - Crystal Beach	21,080 00
		Warrant Total:	**148,085.46**

Warrant #: VW 00341811 **Payee Name: SHI GOVT SOLUTIONS**

GB00031452	2994299522 - 5451701	Galv Courthouse Annex - Replacement of Damaged F/F	1,561 00
		Warrant Total:	**1,561.00**

FUND 2994 TOTAL: 150,781.46

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00341651 **Payee Name: DELL MARKETING LP**

XF4N5KR7	3100159126 - 5754095	IT Capital Projects - Imaging	3,259 35
XF83KC9N8	3100159126 - 5754095	IT Capital Projects - Imaging	16,315 11
		Warrant Total:	**19,574.46**

Warrant #: VW 00341845 **Payee Name: THIRDWAVE CORPORATION**

110768	3100159126 - 5754104	IT Capital Projects - Scanning	3,299 00
111766	3100159126 - 5754104	IT Capital Projects - Scanning	3,429.00
		Warrant Total:	**6,728.00**

FUND 3100 TOTAL: 26,302.46

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00341707 **Payee Name: J W KELSO COMPANY INC**

205002D	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	350,446 37
205003B	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	33,034 00
		Warrant Total:	**383,480.37**

FUND 3120 TOTAL: 383,480.37

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00341724 **Payee Name: KLOTZ ASSOC INC**

111060 01/21/11	3312312111 - 5731128	Non-County Roads - Melody Lane	8,676 66
		Warrant Total:	**8,676.66**

Warrant #: VW 00341809 **Payee Name: SHELMARK ENGINEERING L.L.C.**

4422	3312312111 - 5731165	Non-County Roads - Caroline	4,812 50
		Warrant Total:	**4,812.50**

Invoice Number	Account Info		Amount
		FUND 3312 TOTAL:	**13,489.16**

FUND: 6123 Group Insurance Fund

Warrant #: VW 00341695 **Payee Name: HCA LOCKBOX**

032411 LATE FEES	6123155021 - 5481000	Group Insurance - Contract Service	10 82
		Warrant Total:	**10.82**
		FUND 6123 TOTAL:	**10.82**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00341748 **Payee Name: MARTY'S CITY AUTO INC**

1121	6130151431 - 5491507	General Self Insurance - Claims Sheriff's Auto's	2,424 82
1131	6130151431 - 5491507	General Self Insurance - Claims Sheriff's Auto's	5,608 92
		Warrant Total:	**8,033.74**

Warrant #: VW 00341795 **Payee Name: RUST EWING WATT & HANEY INC**

267985177 2011	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	984.00
310818	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	648 00
		Warrant Total:	**1,632.00**
		FUND 6130 TOTAL:	**9,665.74**

FUND: 7605 Escrow Fund

Warrant #: VW 00341713 **Payee Name: JOHNSON, CHERYL**

SHRF SL 031611	7605000000 - 2495787	Escrow Fund - TX SL 05TX0876	35,394 26
SHRF SL 031611	7605000000 - 2495788	Escrow Fund - Tx Sl 07TX0558	1,116 00
SHRF SL 031611	7605000000 - 2495789	Escrow Fund - Tx Sl 10TX0253	16,804 10
SHRF SL 031611	7605000000 - 2495790	Escrow Fund - Tx Sl 10TX0313	20,476 67
SHRF SL 031611	7605000000 - 2495791	Escrow Fund - Tx Sl 10TX0423	17,726.27
		Warrant Total:	**91,517.30**

Warrant #: VW 00341730 **Payee Name: LAW OFFICE OF RAMZEY ZEIN-ELDIN**

SHRF SL 031611	7605000000 - 2495788	Escrow Fund - Tx Sl 07TX0558	500 00
		Warrant Total:	**500.00**

Warrant #: VW 00341744 **Payee Name: LYN WINGERT & ASSOCIATES**

SHRF SL 031611	7605000000 - 2495787	Escrow Fund - TX SL 05TX0876	250 00
SHRF SL 031611	7605000000 - 2495788	Escrow Fund - Tx Sl 07TX0558	250 00
SHRF SL 031611	7605000000 - 2495789	Escrow Fund - Tx Sl 10TX0253	250 00
SHRF SL 031611	7605000000 - 2495790	Escrow Fund - Tx Sl 10TX0313	250 00
SHRF SL 031611	7605000000 - 2495791	Escrow Fund - Tx Sl 10TX0423	1,000.00
		Warrant Total:	**2,000.00**

Warrant #: VW 00341766 **Payee Name: OMNI BASE SERVICES INC**

JAN-MAR 11 JP8-2	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	1,065 00
		Warrant Total:	**1,065.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341767	**Payee Name: OMNI BASE SERVICES INC**		
JAN-MAR 11 JP2	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability		36 00
		Warrant Total:	**36.00**
Warrant #: VW 00341768	**Payee Name: OMNI BASE SERVICES INC**		
JAN-MAR 11 JP3	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability		1,980 44
		Warrant Total:	**1,980.44**
Warrant #: VW 00341820	**Payee Name: STATE OF TEXAS**		
FEB 11 VICT COMP	7605000000 - 2476099 Escrow Fund - Victims Auxiliary Fund		1,190.77
		Warrant Total:	**1,190.77**
Warrant #: VW 00341842	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
MAY-JUN 09 JP2	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%		519 35
		Warrant Total:	**519.35**
Warrant #: VW 00341843	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
MAR 11 JP1 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%		3,121 65
		Warrant Total:	**3,121.65**
		FUND 7605 TOTAL:	**101,930.51**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Summary of All Funds

Fund		Amount
1101	General Fund	766,049 49
2101	Cnty Records Mgt & Preservatio	327.67
2211	Law Library	144 13
2212	Mediation Services Prog Fund	945 00
2220	Adult Probation Fund	1,700.50
2230	Juvenile Justice Fund	33,271 47
2242	Sheriff's Seizure Aft 10/89	700 00
2250	Law Enforcement Education Fund	683 50
2301	Road & Bridge Fund	74,681 60
2370	Flood Control Fund	6,391 18
2410	Mosquito Control District Fund	28,137 54
2501	Child Welfare Fund	1,665 88
2601	Beach & Parks Fund	6,202 56
2817	LIRAP-Local Intiative Project	923 94
2824	Adult Probation Community	327 00
2841	Juvenile Probation-State Aid	26,803 67
2842	Community Corrections	647 07
2848	Juv Jst Alt Education Program	10,932 00
2864	Auto Crimes Task Force Grant	56 22
2893	HMGP - IKE	22,006 53
2914	CDBG Housing Program	216,391.75
2994	Disaster Recovery - Ike	150,781.46
3100	County Capital Projects Fund	26,302 46
3120	Limited Tax Cnty Bldg Bds Sr09	383,480.37
3312	Unltd Tax Road Bonds Sr 2009	13,489 16
6123	Group Insurance Fund	10 82
6130	Self Insurance Reserve Fund	9,665 74
7605	Escrow Fund	101,930 51
	Grand Total:	**1,884,649.22**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Check	Payee ID	Payee Name	Date	Check Amount	Type	Sub#	Rel To	Note
AP00341600	409165	ADVOCACY CENTER FOR CHILDREN	04/12/11	1,665 88	MW	OH		
AP00341601	711542	ALDRIDGE & ASSOCIATES	04/12/11	5,265 00	MW	OH	B7	
AP00341602	VOID CONTINU	Void - Continued Stub	04/12/11	0 00	VM	OH		Void
AP00341603	013524	ALERT ALARM BURG AND FIRE PRO	04/12/11	4,690 00	MW	OH		
AP00341604	709883	ALSTON LAW FIRM PLLC, THE	04/12/11	2,805 77	MW	OH	B7	
AP00341605	709623	AMBIT ENERGY LP	04/12/11	327 19	MW	OH		
AP00341606	013037	AMERICAN FENCE AND SUPPLY CO	04/12/11	1,162 61	MW	OH		
AP00341607	711832	AMERICAN HOME BUILDERS INC	04/12/11	70,845 45	MW	OH		
AP00341608	702478	AMERSON, RODGER DAN	04/12/11	545 00	MW	OH	B7	
AP00341609	408080	ANYTIME LOCK & SAFE INC	04/12/11	835 00	MW	OH		
AP00341610	702474	ARAMARK CORRECTIONAL SERVICES	04/12/11	2,922 36	MW	OH		
AP00341611	704093	ASTIN, JULIE A	04/12/11	209 61	MW	OH		
AP00341612	709784	AT&T MOBILITY	04/12/11	56 22	MW	OH		
AP00341613	712487	AUTO FACELIFTS AND FASHIONS	04/12/11	175 00	MW	OH		
AP00341614	021329	BACLIFF MUNICIPAL UTILITY DIS	04/12/11	116 32	MW	OH		
AP00341615	709910	BARNETT, STEPHANIE B	04/12/11	1,917 50	MW	OH	B7	
AP00341616	432285	BAY AREA RECOVERY CENTER	04/12/11	1,459 50	MW	OH		
AP00341617	026047	BAYGAS INC	04/12/11	206 19	MW	OH		
AP00341618	710073	BECK DISASTER RECOVERY INC	04/12/11	1,135 00	MW	OH		
AP00341619	403751	BERARDINELLI CORREIA, SHAUNA	04/12/11	734 50	MW	OH	B7	
AP00341620	711795	BGB INTERESTS LP	04/12/11	70,532 21	MW	OH		
AP00341621	705535	BLEYL, AMY RUTH WILSON	04/12/11	357 50	MW	OH	B7	
AP00341622	700014	BLOW, ADRIENNE M	04/12/11	44 88	MW	OH		
AP00341623	708995	BOLIVAR PENINSULA SPECIAL UTI	04/12/11	849 38	MW	OH		
AP00341624	704349	BOORSTEIN, BARRY	04/12/11	455 00	MW	OH	B7	
AP00341625	401759	BOSWORTH PAPERS INC	04/12/11	16 84	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341626	024240	BROOKSIDE EQUIP SALES INC	04/12/11	44 40	MW	OH		
AP00341627	709370	BROWN, ADAM BANKS	04/12/11	338 00	MW	OH	B7	
AP00341628	712308	BURGHLI HOMES PROMENADE HOMES	04/12/11	22,518 40	MW	OH		
AP00341629	712308	BURGHLI HOMES PROMENADE HOMES	04/12/11	15,188 64	MW	OH		
AP00341630	701322	C JOHNNY ON THE SPOT INC	04/12/11	1,340 00	MW	OH		
AP00341631	711939	C K G SERVICES LLC	04/12/11	525 00	MW	OH		
AP00341632	706332	CASTILLO, CAROL N	04/12/11	1,013 12	MW	OH	B7	
AP00341633	706933	CEDRICK L MUHAMMAD PC	04/12/11	1,170 00	MW	OH	B7	
AP00341634	407782	CENTERPOINT ENERGY	04/12/11	1,867 53	MW	OH		
AP00341635	407782	CENTERPOINT ENERGY	04/12/11	232 70	MW	OH		
AP00341636	708965	CENTURY ASPHALT LTD	04/12/11	17,428 39	MW	OH		
AP00341637	032011	CHERRY, DONALD	04/12/11	683 50	MW	OH		
AP00341638	406676	CITY OF DICKINSON	04/12/11	7,000 00	MW	OH		
AP00341639	033985	CITY OF GALVESTON	04/12/11	8 00	MW	OH		
AP00341640	033985	CITY OF GALVESTON	04/12/11	42 08	MW	OH		
AP00341641	403085	CITY OF TEXAS CITY	04/12/11	1,301 22	MW	OH		
AP00341642	033290	CLARK, DIANE	04/12/11	536 25	MW	OH	B7	
AP00341643	223792	COFEJO HARDWARE INC	04/12/11	8 20	MW	OH		
AP00341644	034223	COLTZER, ROBERT G	04/12/11	577 85	MW	OH	B7	
AP00341645	713266	COOPER, DARRELL	04/12/11	100 00	MW	OH	RE	
AP00341646	709896	CRESCENT ENGINEERING COMPANY	04/12/11	2,600 67	MW	OH		
AP00341647	406688	CURRENT USA INC	04/12/11	60 93	MW	OH		
AP00341648	704992	DAHLENBURG, MICHAEL L	04/12/11	1,270 00	MW	OH	B7	
AP00341649	711809	DAVIS III, NEAL	04/12/11	1,495 00	MW	OH	B7	
AP00341650	710679	DAVISON, AMRI	04/12/11	126 64	MW	OH	B7	
AP00341651	406388	DELL MARKETING LP	04/12/11	19,574 46	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341652	704331	DIRECT ENERGY LP	04/12/11	100 00	MW	OH		
AP00341653	713257	DIXON, ROBIN	04/12/11	45 00	MW	OH		
AP00341654	705273	DK CONSTRUCTION	04/12/11	100 00	MW	OH	RE	
AP00341655	701181	DUCOTE, JEREMY B	04/12/11	487 50	MW	OH	B7	
AP00341656	712656	DUNNAHOO, CHRISTOPHER	04/12/11	185 13	MW	OH		
AP00341657	044255	DURWOOD GREENE CONSTRUCTION C	04/12/11	159,151 10	MW	OH		
AP00341658	711426	EAN HOLDINGS LLC	04/12/11	174 84	MW	OH		
AP00341659	405028	ENTERGY	04/12/11	3,493 15	MW	OH		
AP00341660	709296	EVERGLADES DIRECT INC	04/12/11	129 49	MW	OH		
AP00341661	061234	FAMILY SERVICE CENTER OF GALV	04/12/11	21,916 00	MW	OH		
AP00341662	711189	FANNING AND FANNING PLLC	04/12/11	705 00	MW	OH	B7	
AP00341663	711189	FANNING AND FANNING PLLC	04/12/11	292 50	MW	OH	B7	
AP00341664	061028	FAULIN, DOUGLAS E	04/12/11	126 64	MW	OH	B7	
AP00341665	410365	FAUS, SALVADOR	04/12/11	325 00	MW	OH	B7	
AP00341666	407685	FILLINGAME INC	04/12/11	94 50	MW	OH		
AP00341667	703810	FIRST CHOICE POWER	04/12/11	180 57	MW	OH		
AP00341668	710210	FLEETCOR TECHNOLOGIES DBA CHE	04/12/11	78 54	MW	OH		
AP00341669	707106	FOOD KING CORP	04/12/11	117 55	MW	OH		
AP00341670	710682	FOWLER, JANA K	04/12/11	1,266 40	MW	OH	B7	
AP00341671	712824	GALVESTON BATTERY AND ELECTRI	04/12/11	39 49	MW	OH		
AP00341672	700476	GALVESTON COUNTY EMERGENCY CO	04/12/11	281 81	MW	OH		
AP00341673	431945	GALVESTON COUNTY HEALTH DISTR	04/12/11	88,350 00	MW	OH		
AP00341674	431945	GALVESTON COUNTY HEALTH DISTR	04/12/11	66,650 00	MW	OH		
AP00341675	406195	GALVESTON COUNTY SHERIFF'S DE	04/12/11	314 76	MW	OH		
AP00341676	406195	GALVESTON COUNTY SHERIFF'S DE	04/12/11	400 00	MW	OH		
AP00341677	071175	GALVESTON COUNTY WCID #1	04/12/11	587 46	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341678	709796	GAVION, BRIAN	04/12/11	167 79	MW	OH		
AP00341679	408386	GEARING, MERRICK	04/12/11	750 00	MW	OH		
AP00341680	701571	GELB, JEFFREY	04/12/11	341 25	MW	OH	B7	
AP00341681	701571	GELB, JEFFREY	04/12/11	390 00	MW	OH	B7	
AP00341682	709672	GEN-DIAGNOSTICS INC	04/12/11	1,064 95	MW	OH		
AP00341683	713224	GEORGE FINLEY, LARRY FINLEY &	04/12/11	5,381 53	MW	OH		
AP00341684	705936	GEXA CORP	04/12/11	101 00	MW	OH		
AP00341685	703986	GILLMAN, MICHAEL DAVID	04/12/11	747 50	MW	OH	B7	
AP00341686	073940	GLASS AND GLAZING INC	04/12/11	1,400 00	MW	OH		
AP00341687	073668	GLYWASKY, DONALD	04/12/11	112 70	MW	OH		
AP00341688	709134	GRAHAM, CARMEN A	04/12/11	1,732 25	MW	OH	B7	
AP00341689	400782	GULF COAST CENTER	04/12/11	35,500 00	MW	OH		
AP00341690	701592	GULF COAST CENTURY	04/12/11	60 00	MW	OH		
AP00341691	709953	GULF COAST MARKET	04/12/11	88 01	MW	OH		
AP00341692	705885	H R M SUPPLY	04/12/11	350 00	MW	OH		
AP00341693	701961	HARDY, CHARLOTTE L	04/12/11	134 64	MW	OH		
AP00341694	704149	HARDY, COREY L	04/12/11	10 00	MW	OH		
AP00341695	710248	HCA LOCKBOX	04/12/11	10 82	MW	OH		
AP00341696	702878	HEAT TRANSFER SOLUTIONS INC	04/12/11	1,360 00	MW	OH		
AP00341697	705115	HENRY, THERESA	04/12/11	2,704 00	MW	OH	B7	
AP00341698	406612	HERNANDEZ, CARLOS	04/12/11	179 01	MW	OH		
AP00341699	403480	HERRING JR, MATTHEW	04/12/11	181 05	MW	OH		
AP00341700	713255	HESSE, DAVID C	04/12/11	276 25	MW	OH	B7	
AP00341701	409105	HOME DEPOT	04/12/11	147 63	MW	OH		
AP00341702	709554	HOWELL, NIKKI	04/12/11	80 07	MW	OH		
AP00341703	711253	HULL & ASSOCIATES P C	04/12/11	10 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341704	706976	HVAC MECHANICAL SERVICES OF T	04/12/11	25,280 70	MW	OH		
AP00341705	707488	IBRAHIM & ELLIOTT LLP	04/12/11	471 25	MW	OH	B7	
AP00341706	011031	ISLAND FIRE & SAFETY EQUIPMEN	04/12/11	739 20	MW	OH		
AP00341707	701901	J W KELSO COMPANY INC	04/12/11	383,480 37	MW	OH		
AP00341708	712357	JACKSON, ERIN LARENA	04/12/11	201 50	MW	OH	B7	
AP00341709	409049	JAHN-GALVESTON INSURANCE AGEN	04/12/11	12,541 00	MW	OH		
AP00341710	712182	JEFFERSON COUNTY TITLE	04/12/11	28 00	MW	OH		
AP00341711	709951	JIMENEZ, JOAQUIN	04/12/11	162 50	MW	OH	B7	
AP00341712	712196	JMC TITLE	04/12/11	22 00	MW	OH		
AP00341713	707570	JOHNSON, CHERYL	04/12/11	91,517 30	MW	OH		
AP00341714	406053	JONES MC CLURE PUBLISHING INC	04/12/11	300 40	MW	OH		
AP00341715	701243	JONES, STACEY LEE	04/12/11	1,235 00	MW	OH	B7	
AP00341716	400520	JOSEPH, JUNE	04/12/11	302 43	MW	OH		
AP00341717	711495	KAFI LAW	04/12/11	950 00	MW	OH	B7	
AP00341718	704638	KAUFMANN, CHARLES R	04/12/11	520 00	MW	OH	B7	
AP00341719	700067	KILGORE, JEFFREY A	04/12/11	400 00	MW	OH	B7	
AP00341720	074724	KINGWOOD COMMUNITY	04/12/11	100 00	MW	OH	RE	
AP00341721	711325	KIWI TIRE SHOP	04/12/11	60 00	MW	OH		
AP00341722	711325	KIWI TIRE SHOP	04/12/11	30 00	MW	OH		
AP00341723	402386	KLEEN JANITORIAL SUPPLY COMPA	04/12/11	5,017 85	MW	OH		
AP00341724	113100	KLOTZ ASSOC INC	04/12/11	8,676 66	MW	OH		
AP00341725	121053	LANSDOWNE MOODY CO LP	04/12/11	852 85	MW	OH		
AP00341726	711705	LARSON, FAITH	04/12/11	342 09	MW	OH		
AP00341727	711173	LAW FIRM OF TOT KIM LE	04/12/11	1,223 00	MW	OH	B7	
AP00341728	708153	LAW OFFICE OF KATHRYN BRADFIE	04/12/11	6,437 50	MW	OH	B7	
AP00341729	706605	LAW OFFICE OF MICHELE BASSETT	04/12/11	715 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341730	707808	LAW OFFICE OF RAMZEY ZEIN-ELD	04/12/11	500 00	MW	OH		
AP00341731	711805	LAW OFFICE OF ROBERT DAVID MI	04/12/11	1,170 00	MW	OH	B7	
AP00341732	708879	LAW OFFICES OF SUSAN M EDMONS	04/12/11	344 50	MW	OH	B7	
AP00341733	706067	LCR-M LIMITED PARTNERSHIP	04/12/11	290 31	MW	OH		
AP00341734	705777	LEATHERS, BILL	04/12/11	682 50	MW	OH	B7	
AP00341735	710524	LEWIS, SIRDON	04/12/11	447 78	MW	OH		
AP00341736	123026	LIGGIOS TIRE AND SERVICE CENT	04/12/11	1,307 47	MW	OH		
AP00341737	707090	LINEBARGER GOGGAN BLAIR & SAM	04/12/11	1,250 10	MW	OH		
AP00341738	707090	LINEBARGER GOGGAN BLAIR & SAM	04/12/11	2,591 09	MW	OH		
AP00341739	707090	LINEBARGER GOGGAN BLAIR & SAM	04/12/11	59 55	MW	OH		
AP00341740	707090	LINEBARGER GOGGAN BLAIR & SAM	04/12/11	11,702 92	MW	OH		
AP00341741	702994	LISTER PLUMBING	04/12/11	1,213 90	MW	OH		
AP00341742	705152	LOVE, PAUL	04/12/11	292 50	MW	OH	B7	
AP00341743	713165	LRT RECORD SERVICES INC	04/12/11	36 00	MW	OH		
AP00341744	709842	LYN WINGERT & ASSOCIATES	04/12/11	2,000 00	MW	OH		
AP00341745	407300	MARION, WILLIAM DAVID	04/12/11	1,800 00	MW	OH	B7	
AP00341746	710378	MARTIN RESOURCE MANAGEMENT CO	04/12/11	9,400 00	MW	OH		
AP00341747	704124	MARTIN, THOMAS A	04/12/11	195 00	MW	OH	B7	
AP00341748	705312	MARTY'S CITY AUTO INC	04/12/11	8,033 74	MW	OH		
AP00341749	705424	MASTER WORD SERVICE INC	04/12/11	75 00	MW	OH		
AP00341750	407317	MATHESON TRI-GAS INC	04/12/11	450 67	MW	OH		
AP00341751	401374	MATTHEW BENDER & COMPANY INC	04/12/11	144 13	MW	OH		
AP00341752	705185	MAUZY, BRUCE	04/12/11	455 00	MW	OH	B7	
AP00341753	400252	MAXWELL, BONITA G	04/12/11	196 35	MW	OH		
AP00341754	701320	MENDEZ, LEONORA	04/12/11	110 16	MW	OH		
AP00341755	406517	MILLER, MICHELE C	04/12/11	257 55	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341756	404921	MILLS SHIRLEY LLP	04/12/11	200 00	MW	OH	B7	
AP00341757	032250	MITCHELL CHUOKE PLUMBING CO	04/12/11	400 00	MW	OH		
AP00341758	404669	MUSTANG TRACTOR & EQUIPMENT C	04/12/11	90 11	MW	OH		
AP00341759	703277	NASW/TEXAS CHAPTER	04/12/11	143 30	MW	OH		
AP00341760	410704	NATIONAL GUARDIANSHIP ASSOCIA	04/12/11	150 00	MW	OH		
AP00341761	410734	NICHOLSON, CONNIE	04/12/11	107 10	MW	OH		
AP00341762	400707	NICKELSON, LINDA J	04/12/11	195 00	MW	OH	B7	
AP00341763	144261	NORRIS, BRENT T	04/12/11	140 67	MW	OH		
AP00341764	711213	NRG ENERGY INC	04/12/11	275 00	MW	OH		
AP00341765	713164	OFFICE OF THE ATTORNEY	04/12/11	5 00	MW	OH		
AP00341766	703084	OMNI BASE SERVICES INC	04/12/11	1,065 00	MW	OH		
AP00341767	703084	OMNI BASE SERVICES INC	04/12/11	36 00	MW	OH		
AP00341768	703084	OMNI BASE SERVICES INC	04/12/11	1,980 44	MW	OH		
AP00341769	705252	ONEOK INC	04/12/11	17,801 31	MW	OH		
AP00341770	705252	ONEOK INC	04/12/11	133 53	MW	OH		
AP00341771	710160	ORTIZ-TAING LAW FIRM PC	04/12/11	1,800 00	MW	OH	B7	
AP00341772	708157	OSBURN ASSOCIATES INC	04/12/11	2,080 00	MW	OH		
AP00341773	400105	OWEN ELECTRIC SUPPLY	04/12/11	2,306 05	MW	OH		
AP00341774	155036	OZARKA NATURAL SPRING WATER	04/12/11	180 95	MW	OH		
AP00341775	705290	PALMER, MICHAEL	04/12/11	1,388 75	MW	OH	B7	
AP00341776	409712	PARISH, ERVIN R	04/12/11	180 03	MW	OH		
AP00341777	704145	PARK UNIVERSITY ENTERPRISES I	04/12/11	598 00	MW	OH		
AP00341778	409788	PAT'S	04/12/11	63 50	MW	OH		
AP00341779	409788	PAT'S	04/12/11	16,625 00	MW	OH		
AP00341780	711436	PEGASUS SCHOOLS INC	04/12/11	24,644 26	MW	OH		
AP00341781	703021	PENGAD	04/12/11	130 74	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341782	407601	PENINSULA SEPTIC SERVICE INC	04/12/11	5,633 80	MW	OH		
AP00341783	709286	PESTMASTER SERVICES INC	04/12/11	3,305 08	MW	OH		
AP00341784	712782	PIPE MASTER PLUMBING LLC	04/12/11	819 00	MW	OH		
AP00341785	163485	PITNEY BOWES	04/12/11	4,341 50	MW	OH		
AP00341786	706618	PROLINE MATERIALS INC	04/12/11	5,285 70	MW	OH		
AP00341787	705753	QUINTANILLA, DONNIE	04/12/11	276 25	MW	OH	B7	
AP00341788	175067	QUIROGA, BONITA	04/12/11	45 06	MW	OH		
AP00341789	055012	R B EVERETT & CO	04/12/11	820 66	MW	OH		
AP00341790	712364	RAMIREZ, VICTORIA	04/12/11	202 98	MW	OH		
AP00341791	198523	REDDY ICE HOUSTON	04/12/11	629 30	MW	OH		
AP00341792	406506	ROELL, HOLLY C	04/12/11	991 25	MW	OH	B7	
AP00341793	184069	ROSENBERG LIBRARY	04/12/11	45,080.17	MW	OH		
AP00341794	710577	RUSSELL, GREG	04/12/11	2,287 50	MW	OH	B7	
AP00341795	185017	RUST EWING WATT & HANEY INC	04/12/11	1,632 00	MW	OH		
AP00341796	711909	SADLER, ANDREA	04/12/11	606 00	MW	OH	B7	
AP00341797	401775	SAFETY KLEEN CORP	04/12/11	423 28	MW	OH		
AP00341798	191106	SAN LEON MUNICIPAL UTILITY DI	04/12/11	72 62	MW	OH		
AP00341799	400133	SANDERS, EARNESTINE LYNCH	04/12/11	168 81	MW	OH		
AP00341800	191023	SANTA FE AUTO PARTS INC	04/12/11	6,703 44	MW	OH		
AP00341801	704614	SCHNEIDER ELECTRIC BUILDINGS	04/12/11	4,902 00	MW	OH		
AP00341802	702664	SCHWAB, TAYLOR	04/12/11	695 50	MW	OH	B7	
AP00341803	708765	SCOTT, LINDA	04/12/11	136 68	MW	OH		
AP00341804	701888	SCOTT, SHELBY	04/12/11	1,625 00	MW	OH	B7	
AP00341805	711834	SEARS & BENNETT LLP	04/12/11	812 50	MW	OH	B7	
AP00341806	192146	SEASIDE ENTERPRISES INC	04/12/11	412 30	MW	OH		
AP00341807	192161	SHATTUCK, BOB	04/12/11	1,600 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341808	134221	SHEARN MOODY PLAZA CORP	04/12/11	51,086 42	MW	OH		
AP00341809	711193	SHELMARK ENGINEERING L L C	04/12/11	18,222 55	MW	OH		
AP00341810	400542	SHERWIN WILLIAMS PAINT CORP	04/12/11	242 73	MW	OH		
AP00341811	703308	SHI GOVT SOLUTIONS	04/12/11	1,561 00	MW	OH		
AP00341812	430754	SMITH, JAMES DENNIS	04/12/11	195 00	MW	OH	B7	
AP00341813	713129	SOUTHWEST T & I INC	04/12/11	477 05	MW	OH		
AP00341814	406956	SPAN PUBLISHING INC	04/12/11	152 10	MW	OH		
AP00341815	711802	SPARKS LAW FIRM, THE	04/12/11	635 00	MW	OH	B7	
AP00341816	115030	SPEEDY'S PRINTING	04/12/11	327 67	MW	OH		
AP00341817	713176	SPRINT WASTE SERVICES LP	04/12/11	568 76	MW	OH		
AP00341818	707013	STACEY VALDEZ & ASSOCIATES PL	04/12/11	2,387 21	MW	OH	B7	
AP00341819	194159	STANDARD STEEL SUPPLY INC	04/12/11	33 00	MW	OH		
AP00341820	405006	STATE OF TEXAS	04/12/11	1,190 77	MW	OH		
AP00341821	409104	STEVE'S WAREHOUSE TIRES	04/12/11	67 50	MW	OH		
AP00341822	194514	STEVENS, MARK W	04/12/11	149 00	MW	OH	B7	
AP00341823	432219	STEWART, DELLA L	04/12/11	173 40	MW	OH		
AP00341824	709091	STICKLER, TOMMY JAMES	04/12/11	650 00	MW	OH	B7	
AP00341825	702839	SUHLER, DAVID	04/12/11	2,640 00	MW	OH	B7	
AP00341826	711234	SULLIVAN LAND SERVICES LTD	04/12/11	11,924 00	MW	OH		
AP00341827	704108	SULLIVAN, DWIGHT D	04/12/11	217 23	MW	OH		
AP00341828	712040	SUMMERLIN PLLC, ROBERT E	04/12/11	3,250 00	MW	OH	B7	
AP00341829	711760	SUN COAST MARINE WORKS LLC	04/12/11	400 00	MW	OH		
AP00341830	405722	SUN COAST RESOURCES INC	04/12/11	31,904 52	MW	OH		
AP00341831	712883	SUNFLOWER FOODS LTD	04/12/11	238 36	MW	OH		
AP00341832	VOID CONTINU	Void - Continued Stub	04/12/11	0 00	VM	OH		Void
AP00341833	195016	SUTHERLAND LUMBER SOUTHWEST I	04/12/11	1,852 51	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341834	704665	TEXAS COMMISSION ON ENVIRONME	04/12/11	923 94	MW	OH		
AP00341835	701185	TEXAS DEPARTMENT OF AGRICULTU	04/12/11	12 00	MW	OH		
AP00341836	406864	TEXAS DEPARTMENT OF LICENSING	04/12/11	140 00	MW	OH		
AP00341837	706413	TEXAS DEPARTMENT OF STATE HEA	04/12/11	464 00	MW	OH		
AP00341838	063982	TEXAS FLIGHT LINE LC	04/12/11	2,500 00	MW	OH		
AP00341839	404521	TEXAS GUARDIANSHIP ASSOCIATIO	04/12/11	300 00	MW	OH		
AP00341840	403963	TEXAS JUVENILE PROBATION COMM	04/12/11	125 00	MW	OH		
AP00341841	708583	TEXAS LAW & PSYCHIATRY PLLC	04/12/11	2,400 00	MW	OH		
AP00341842	202267	TEXAS PARKS AND WILDLIFE DEPT	04/12/11	519 35	MW	OH		
AP00341843	202267	TEXAS PARKS AND WILDLIFE DEPT	04/12/11	3,121 65	MW	OH		
AP00341844	708634	TEXAS POWER LP	04/12/11	102 57	MW	OH		
AP00341845	711220	THIRDWAVE CORPORATION	04/12/11	6,728 00	MW	OH		
AP00341846	406147	THOMA, JOHN	04/12/11	1,315 00	MW	OH	B7	
AP00341847	406986	THOMPSON PUBLISHING GROUP	04/12/11	438 50	MW	OH		
AP00341848	704696	TOMMIE VAUGHN MOTORS INC	04/12/11	140,714 00	MW	OH		
AP00341849	700583	TORRES, ROBERTO	04/12/11	373 75	MW	OH	B7	
AP00341850	710399	TPM INC	04/12/11	100 00	MW	OH	RE	
AP00341851	703929	TXU ENERGY RETAIL COMPANY LP	04/12/11	198 73	MW	OH		
AP00341852	710003	U S ENERGY SAVINGS CORP	04/12/11	247 12	MW	OH		
AP00341853	703255	UNIQUE DIGITAL TECHNOLOGY INC	04/12/11	60,416 00	MW	OH		
AP00341854	404588	UNIVAR USA	04/12/11	23,998 16	MW	OH		
AP00341855	402812	UTMB	04/12/11	10,182 00	MW	OH		
AP00341856	402812	UTMB	04/12/11	1,200 00	MW	OH		
AP00341857	023028	VITRO AMERICA INC	04/12/11	747 84	MW	OH		
AP00341858	708752	VOICE4NET COM	04/12/11	50 00	MW	OH		
AP00341859	402963	WASTE MANAGEMENT INC	04/12/11	2,056 76	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341860	231167	WAUKESHA-PEARCE IND INC	04/12/11	413 38	MW	OH		
AP00341861	701863	WEBER, WINIFRED B	04/12/11	195 00	MW	OH	B7	
AP00341862	701533	WEST PUBLISHING CORPORATION	04/12/11	184 85	MW	OH		
AP00341863	712449	WILLIAMS, DALE	04/12/11	220 05	MW	OH		
AP00341864	242016	XEROX CORPORATION	04/12/11	69,078 92	MW	OH		
AP00341865	713125	YARRELL PC, ELLEN A	04/12/11	600 00	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	2
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	1874,707 06	Number of Checks Processed	264
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	1874,707 06		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000160	404603	BAKER, STEPHEN W	04/12/11	978 50	CX	OH	B7	
FT00000161	161059	BOB PAGAN FORD INC	04/12/11	3,028 85	CX	OH		
FT00000162	071118	GALVESTON NEWSPAPERS INC	04/12/11	4,350 57	CX	OH		
FT00000163	403006	KEYWORTHS HARDWARE INC	04/12/11	484 04	CX	OH		
FT00000164	705097	LONE STAR UNIFORMS INC	04/12/11	1,100 20	CX	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	9,942 16	Number of Checks Processed	5
S U B T O T A L	9,942 16		

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

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	2
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	1874,707 06	Number of Checks Processed	264
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	9,942 16	Number of Checks Processed	5
G R A N D T O T A L	1884,649 22		

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Invoice Number	Account Info		Amount
FUND: 3312	**Unltd Tax Road Bonds Sr 2009**		
Warrant #: VW 00341866	**Payee Name: R W LUCAS CONSTRUCTION LLC**		
2 022811	3312312112 - 5731011	County Road - Roads-Pct #1	165,093 85
3 033111	3312312112 - 5731011	County Road - Roads-Pct #1	257,632.40
		Warrant Total:	**422,726.25**
		FUND 3312 TOTAL:	**422,726.25**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Approved Order to pay by Commissioners Court this day April 12, 2011.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/12/2011

Approved Order to pay by Commissioners Court this day April 12 2011.

Cliff Billingsley, County Auditor

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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST: COMMISSIONERS COURT GALVESTON COUNTY

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341866	712886	R W LUCAS CONSTRUCTION LLC	04/12/11	422,726 25	MW	OH		

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	422,726 25	Number of Checks Processed	1
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
G R A N D T O T A L	422,726 25		

AGENDA ITEM #1b

Chapman, Brandy

From: Friedsam, Sylvia
Sent: Friday, April 08, 2011 9 54 AM
To: Chapman, Brandy, Ross, Mae, Grady, Patricia, Dover, Suzie
Subject: Supplemental Payroll # 7
Importance: High

We did not issue a Supplemental Payroll for biweekly #7 as listed on the Commissioner's Court consent agenda for 4/12/2011

Thanks and have a great weekend, Sylvia

Sylvia Friedsam
Payroll Audit Manager
County Auditor's Office
Galveston County
722 Moody
Galveston, Texas 77550
409-770-5311
409-765-3252 (fax)

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 Modlewski CPA
First Assistant, Director of Accounting

April 12, 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 the County Engineer's Office as required by Local Government Code (LGC) §115 The audit covered the period February 1, 2010 through January 31, 2011 Also attached is Mr G Michael Fitzgerald, P E 's response letter dated March 31, 2011

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc G Michael Fitzgerald, P E

Attachments County Engineer Audit Report
Response Letter, G Michael Fitzgerald, P E

County Engineer's Office

March 23, 2011

Executive Summary 1
Introduction 2
Details 3-6

Galveston County
Internal Audit
Division

Cliff Billingsley, CPA
County Auditor

Executive Summary

Reliability and Integrity of Information (pages 3)

- The controls for receipting fees collected for building permits and entering the receipts into the Access database are adequate and effective.
- The County Engineer's Office has controls in place to adequately control voided receipts
- All of the receipts that were tested were included on deposit warrants and were delivered to the County Engineer's Office in a timely manner

Safeguarding of Assets (page 4)

- Physical security over assets is adequate.
- Checks and money orders are restrictively endorsed immediately upon receipt
- All cash was accounted for at the time of a surprise cash count.
- When the Engineer's Office delivers collections to the Treasurer's Office for safekeeping, both parties should sign off on the date of the change of custody and the amount

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

- The County Engineer's Office is in compliance with LGC §113.022 as all checks and money orders received were deposited within 7 business days of receipt
- The auditor did not detect any material discrepancies with the court-ordered fees tested.

Economic and efficient use of resources (page 6)

- The current system being used to record Building Permit transactions is lacking functionality
- The County Engineer's Office should consider replacing the Access database with a system with more functionality and controls.

Introduction

The Internal Audit Division conducted an internal audit of the County Engineer's Office as required by the Local Government Code §115.0035 The internal audit covered the period from February 1, 2010 through January 31, 2011. The audit was performed from March 17, 2011 through March 23, 2011

The primary objectives of the internal audit were 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 economic and efficient use of resources

The scope of the internal audit encompassed the financial records and administrative procedures related to the County Engineer's Office The internal audit included, but was not limited to, the books, accounts, reports, and records of the County Engineer's Office.

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 Galveston County Engineer's Office as defined by the AICPA professional standards However, our internal audit was performed with objectivity and due professional care.

Lon McWhirter, Auditor I, performed the audit

Reliability and Integrity of Information

Reliable information is accurate, timely, complete, and useful In order to achieve this, controls over record keeping and reporting must be adequate and effective.

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 The office has implemented procedures to separate the custody of the assets from the recording and authorization functions The office has an effective separation of duties

Transaction Accuracy

The Galveston County Engineer's Office collects fees for building permits and various engineering services provided by the department Building Permit fees are determined by the estimated cost of construction and each type of engineering service has a set fee

The auditor tested the accuracy of assessed fees and no material discrepancies were detected

Voided Receipts

Without proper controls over the voiding of receipted fees, there is an increased risk of loss from theft The County Engineer, Mike Fitzgerald, must approve all voids, after which, the original voided receipt is attached to the corresponding copies in the receipt book

The County Engineer's Office has controls in place to adequately control voided receipts

Financial Data Accuracy

As part of their responsibilities, the engineering department collects building permit fees and engineering fees for services rendered. A pre-numbered, County-issued receipt is used for each payment transaction. Twice a week the receipts are totaled and all payments (checks and money orders) are entered on a deposit warrant and turned in to the County Treasurer. Each receipt tested had a corresponding deposit warrant number and was recorded in IFAS

The financial data is accurate and no discrepancies were detected during testing.

Safeguarding of Assets

Physical Security - Collections

Depositing daily is one of the best safeguards of collections as well as providing the County with maximum benefit of the collections.

As part of the audit, the auditor conducted a surprise cash count at the beginning of the audit All cash was accounted for at the time of the audit

The County Engineer's Office puts collections in an envelope and secures it in a drawer in the front desk Each afternoon the envelope containing the collections is delivered to the County Treasurer's Office and placed in a safe. Twice a week, the Administrative Coordinator of the Engineer's Office gathers the envelopes from the safe and the one containing the current day's collections and delivers them to the Treasurer's Office, along with a deposit warrant

Finding: When the daily collections are turned over to the Treasurer's Office for safekeeping, no one is providing a signature validating the date and the amount of the funds changing custody

Recommendation ENG-11-01: When the Engineer's Office delivers collections to the Treasurer's Office for safekeeping, both parties should sign off on the date of the change of custody and the amount

Cash Management

The County Engineer's Office no longer accepts cash payments for building and engineering fees. Any payments made to the County Engineer's Office must be made in the form of a check or money order Checks and money orders are restrictively endorsed immediately upon receipt

Physical Security – Receipts

A pre-numbered, County-issued receipt is used for each payment transaction. The receipt book is kept at the front counter The receipts are filled out in triplicate with the original going to the customer and the copies remaining in the receipt book. When the deposit warrant is filled out, the checks to be deposited are compared to the receipt book to make sure that a receipt wasn't skipped or overlooked

All receipts were issued in sequential order and no receipt numbers were skipped

Compliance with Statutes, Policies, and Procedures

Deposit Statutes

LGC § 113 022 allows a maximum of seven business days to deposit cash, checks or money orders received by County departments.

The County Engineer's Office was in compliance with LGC §113 022 Money collected by the County Engineer's Office is deposited twice a week

Court-Ordered Fees

All fees collected by the County Engineer's Office are contingent upon the floodplain regulations as required by the National Flood Insurance Act (Title 42) of the Commissioners' Court. The County Engineer's Office can only collect fees that are court-ordered and may not collect any amount that exceeds what is required.

The auditor tested receipts to validate the amounts collected to the court-ordered fee amounts and did not find any material discrepancies

Economic and Efficient Use of Resources

Economy is defined as minimizing the cost of resources for an activity Efficiency is defined as performing tasks with reasonable effort

System Functionality

The current system that is being used to manage building permits is an in-house Access database that was originally developed by Information Technology.

The database system has a 'Sort and Find' (look-up) feature that appears to offer options to look up and retrieve building permits by permit number, panel number, address, type of improvement, ownership, or structure The only look-up options that are actually functional are searches by permit number or address. This lack of functionality causes the County Engineer's Office staff to spend additional time to locate needed information.

The Auditor's Office worked with Information Technology (IT) in FY2009 to escalate the delivery of the additional 'Sort and Find' features. Information Technology did not activate the additional look-up options in the Building Permit Database, however they did improve the speed at which the system runs.

Recommendation ENG-09-02 The County Engineer should meet with IT to discuss activating the extra look-up options to provide additional functionality to the department

Recommendation ENG-09-03 The County Engineer's Office should consider replacing the existing Access database with a system having more functionality and built-in controls It is preferable to have system-generated receipts instead of manually prepared receipts This is a recommendation from the previous audit.

THE COUNTY OF GALVESTON

Office of the County Engineer

722 MOODY
GALVESTON, TX 77550
(409) 770-5554 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

MIKE FITZGERALD, P E.
COUNTY ENGINEER

March 31, 2011

Cliff Billingsley, CPA
Galveston County Auditor
County Court House
Galveston, TX 77550

Re County Engineer's Office
Internal Audit
for period Feb 2010 & Feb 2011

Dear Mr Billingsley,

I am in receipt of the County Engineers Office internal audit for the period Feb 2010 to Feb 2011

Below is how I propose to address the audit recommendations

Recommendation ENG-11-01: When the Engineer's Office delivers collections to the Treasurer's Office for safekeeping, both parties should sign off on the date of the change of custody and the amount

Response In lieu of delivering the collections to the Treasurer's Office each day for safekeeping we will secure them in a lock bag upon receipt and further secure them in a locked cabinet daily until they are permanently transferred to the County Treasurer's Office

Recommendation ENG-09-02: The County Engineer should meet with IT to discuss activating the extra look-up options to provide additional functionality to the department

Response I will meet with the County IT Department to discuss.

Recommendation ENG-09-03: The County Engineer's Office should consider replacing the existing Access database with a system having more functionality and built-in controls It is preferable to have system-generated receipts instead of manually prepared receipts This is a recommendation from the previous audit

Response I will meet with the County IT Department to discuss

Thank you for your assistance

Sincerely,

Mike Fitzgerald
County Engineer

AGENDA ITEM #3

GALVESTON COUNTY ENGINEERS OFFICE DATE: 1/1/2011 – 3/31/2011

PERMIT NUMBER	DATE	PERMITEE
4068	1-6-10	WCID #1
4069	1-7-10	Buddy Conner-Individual
4070	1-31-11	BUS
4071	1-31-11	BUS
4072	1-31-11	BUS
4073	1-31-11	BUS
4074	1-31-11	BUS
4075	1-31-11	BUS
4076	2-28-11	Bacliff MUD
4077	2-28-11	BUS
4078	2-28-11	BUS
4079	2-28-11	BUS
4080	3-1-11	BUS
4081	3-1-11	BUS
4082	3-1-11	BUS
4083	3-2-11	BUS
4084	3-9-11	Verizon
4085	3-31-11	BUS
4086	3-31-11	BPSUD
4087	3-31-11	Bacliff MUD

AGENDA ITEM #4

Arbitrage Compliance Specialists, Inc
Phone (800) 672-9993
Fax: (800) 756-6505
www rebatebyacs com

ARBITRAGE REBATE SUMMARY
Galveston County, Texas
Tuesday, March 8, 2011

BOND FACTS							REPORT	COMPLETED			FUTURE		NOTES
Ctrl #	PAR	Bond Issue	Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Description	Type	End Date	Liability	Type	End Date	
11 00	$1,305,000 00	General Obligation Refunding Bonds, Series 1999	11/18/99	02/01/14	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($1,230,948 44)	Interim Final	12/31/11 02/01/14	Bond Yield = 5 409359122% Investment Yield (For Arbitrage Rebate)= 3 167362973% Investment Yield (For Yield Restriction)= 2 174421201%
							One-Time Initial Set-up/Legal	Review	11/18/99				
							Project Yield Restriction Calculation	10th Year	11/18/09	($228,946 80)			
12 00	$12,365,000 00	Tax and Rvenue Certificates of Obligation, Series 1999	11/18/99	02/01/14	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($1,230,948 44)	Interim	12/31/11	Bond Yield = 5 409359122% Investment Yield (For Arbitrage Rebate)= 3 167362973% Investment Yield (For Yield Restriction)= 2 174421201%
							One-Time Initial Set-up/Legal	Review	11/18/99				
							Project Yield Restriction Calculation	10th Year	11/18/09	($228,946 80)			

BOND FACTS							Report	COMPLETED			FUTURE		NOTES
Ctrl #	PAR	Bond Issue	Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Description	Type	End Date	Liability	Type	End Date	
13 00	$26,151,371 95	Unlimited Tax Road Bonds, Series 2001	03/22/01	02/01/26	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($2,658,025 81)	10th Year	03/22/11	Bond Yield = 5 378401%
											Interim	12/31/11	Investment Yield (For Arbitrage Rebate)= 3 431370193%
													Investment Yield (For Yield Restriction)= 4 767649235%
							One-Time Initial Set-up/Legal	Review	03/22/01				
							Project Yield Restriction Calculation	Interim	12/31/10	($224,544 05)	10th Year	03/22/11	
											Interim	12/31/11	
14 00	$34,822,062 35	Justice Center and Public Safety Building Bonds, Series 2001	03/22/01	02/01/26	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($2,599,153 73)	10th Year	03/22/11	Bond Yield = 5 25305%
											Interim	12/31/11	Investment Yield (For Arbitrage Rebate)= 3 694229523%
													Investment Yield (For Yield Restriction)= 5 209761639%
							One-Time Initial Set-up/Legal	Review	03/22/01				
							Project Yield Restriction Calculation	Interim	12/31/08	($41,723 61)			
15 00	$7,150,000 00	Combination Tax and Revenue Certificates of Obligation, Series 2002	04/04/02	02/01/15	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($232,613 25)	Interim	12/31/11	Bond Yield = 4 61697%
											10th Year	04/04/12	Investment Yield (For Arbitrage Rebate)= 2 635787589%
							One-Time Initial Set-up/Legal	Review	04/04/02				
16 00	$5,115,000 00	Combination Tax and Revenue Certificates of Obligation, Series 2002A	04/04/02	02/01/15	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($233,720 59)	Interim	12/31/11	Bond Yield = 4 61797%
											10th Year	04/04/12	Investment Yield (For Arbitrage Rebate)= 2 790712343%
							One-Time Initial Set-up/Legal	Review	04/04/02				
							Project Yield Restriction Calculation	05th Year	04/04/07	($717 22)			

BOND FACTS							Report	COMPLETED			FUTURE		NOTES
Ctrl #	PAR	Bond Issue	Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Description	Type	End Date	Liability	Type	End Date	
18 00	$57,245,000 00	Limited Tax Criminal Justice Bonds, Series 2003A	09/04/03	02/01/18	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($3,985,812 24)	Interim	12/31/11	Bond Yield = 4 918293%
											10th Year	09/04/13	Investment Yield (For Arbitrage Rebate)= 3 292760229%
													Investment Yield (For Yield Restriction)= 4 964817647%
							One-Time Initial Set-up/Legal	Review	09/04/03				
							Project Yield Restriction Calculation	05th Year	09/04/08	($6,740 22)			
19 00	$40,000,000 00	Combination Tax and Revenue Certificates of Obligations, Series 2003C	09/04/03	02/01/18	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($3,985,812 24)	Interim	12/31/11	Bond Yield = 4 918293%
											10th Year	09/04/13	Investment Yield (For Arbitrage Rebate)= 3 292760229%
													Investment Yield (For Yield Restriction)= 4 964817647%
							One-Time Initial Set-up/Legal	Review	09/04/03				
							Project Yield Restriction Calculation	05th Year	09/04/08	($6,740 22)			
20 00	$9,625,000 00	Unlimited Tax Road Bonds, Series 2003B	09/04/03	02/01/28	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($1,012,868 62)	Interim	12/31/11	Bond Yield = 4 811833%
											10th Year	09/04/13	Investment Yield (For Arbitrage Rebate)= 3 39719525%
													Investment Yield (For Yield Restriction)= 3 42431183%
							One-Time Initial Set-up/Legal	Review	09/04/03				
							Project Yield Restriction Calculation	Interim	12/31/10	($500,473 70)	Interim	12/31/11	
											10th Year	09/04/13	
21 00	$22,295,000 00	General Obligation Refunding Bonds, Series 2004	08/23/04	02/01/16	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($4,985 80)	Interim	12/31/11	Bond Yield = 3 880871%
											10th Year	08/23/14	Investment Yield (For Arbitrage Rebate)= 3 883173753%
							One-Time Initial Set-up/Legal	Review	08/23/04				

BOND FACTS							Report	COMPLETED			FUTURE		NOTES
Ctrl #	PAR	Bond Issue	Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Description	Type	End Date	Liability	Type	Due Date	
22 00	$10,129,988 00	Unlimited Tax Road Refunding Bonds, Series 2004B	08/26/04	02/01/16	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($10,248 66)	Interim	12/31/11	Bond Yield = 3 882648%
											10th Year	08/26/14	Investment Yield (For Arbitrage Rebate)= 3 880003942%
							One-Time Initial Set-up/Legal	Review	08/26/04				
24 00	$48,270,000 00	Pass-Through Toll Revenue & Limited Tax Bonds, Series 2007	08/08/07	02/01/31	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($2,335,370 37)	Interim	12/31/11	Bond Yield = 4 684789%
											05th Year	08/07/12	Investment Yield (For Arbitrage Rebate)= 2 875038847%
													Investment Yield (For Yield Restriction)= 0 524603108%
							One-Time Initial Set-up/Legal	Review	08/08/07				
							Project Yield Restriction Calculation	Interim	12/31/10	($363,160 26)	Interim	12/31/11	
											05th Year	08/08/12	
25 00	$88,425,000 00	General Obligation Refunding Bonds, Series 2007	11/20/07	02/01/28	Yes	No	Arbitrage Rebate Calculation	Interim	12/31/10	($6,809 25)	Interim	12/31/11	Bond Yield = 4 38986%
											05th Year	11/20/12	Investment Yield (For Arbitrage Rebate)= 4 389052596%
							One-Time Initial Set-up/Legal	Review	11/20/07				
26 00	$7,000,000 00	Combination Tax and Revenue Certificates of Obligation, Series 2008	03/12/08	02/01/13	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($124,653 42)	Interim	12/31/11	Bond Yield = 2 81%
											Final	02/01/13	Investment Yield (For Arbitrage Rebate)= 1 914412269%
							One-Time Initial Set-up/Legal	Review	03/12/08				
							Project Yield Restriction Calculation				Interim	12/31/11	
											Final	02/01/13	
27 00	$75,000,000 00	Unlimited Tax Road Bonds, Series 2009A (Build America Bonds)	09/29/09	02/01/29	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($4,922,375 63)	Interim	12/31/11	Bond Yield = 3 612711%
											05th Year	09/29/14	Investment Yield (For Arbitrage Rebate)= 0 208237372%
							One-Time Initial Set-up/Legal	Review	09/29/09				
							Project Yield Restriction Calculation				Interim	12/31/12	

BOND FACTS							Report	COMPLETED			FUTURE		NOTES
Ctrl #	PAR	Bond Issue	Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Description	Type	End Date	Liability	Type	Due Date	
27 10	$45,000,000 00	Limited Tax County Building Bonds, Series 2009B (Build America Bonds)	09/29/09	02/01/29	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($4,922,375 63)	Interim	12/31/11	Bond Yield = 3 612711%
											05th Year	09/29/14	Investment Yield (For Arbitrage Rebate)= 0 208237372%
							One-Time Initial Set-up/Legal	Review	09/29/09				
							Project Yield Restriction Calculation				Interim	12/31/12	
27 20	$9,215,000 00	Limited Tax Flood Control Bonds, Series 2009C-2 (Build America Bonds)	09/29/09	02/01/29	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($4,922,375 63)	Interim	12/31/11	Bond Yield = 3 612711%
											05th Year	09/29/14	Investment Yield (For Arbitrage Rebate)= 0 208237372%
							One-Time Initial Set-up/Legal	Review	09/29/09				
							Project Yield Restriction Calculation				Interim	12/31/12	
28 00	$5,785,000 00	Limited Tax Flood Control Bonds, Series 2009C-1	09/29/09	02/01/29	Yes	Yes	Arbitrage Rebate Calculation	Interim	12/31/10	($185,591 52)	Interim	12/31/11	Bond Yield = 2 74782%
											05th Year	09/29/14	Investment Yield (For Arbitrage Rebate)= 0 204721119%

AGENDA ITEM #5

PRAXAIR

Praxair, Inc
1585 Sawdust Road, Suite 300
The Woodlands, Texas 77380
Tele (281) 203-3601
Fax (281) 203-3828

Michael Jordan
Vice President, South Region
North American Industrial Gases

RECEIVED
APR 04 2011
GALVESTON COUNTY JUDGE

March 28, 2011

Commissioners Court of Galveston County
Galveston County Judge Mark Henry
722 Moody Street, Suite 200
Galveston, TX 77550

RE **Annual Statement of Compliance**
Agreement for Tax Abatement of Property Located in the City of Texas City's Reinvestment Zone, between the County of Galveston, Texas (Galveston County) and Praxair, Inc , dated December 29, 2008

Dear Commissioners and Judge Henry

Please allow this correspondence to serve as Praxair, Inc 's Annual Certification of Compliance with respect to the above-referenced Tax Abatement Agreement (the "Agreement") Praxair hereby provides you notice that it is currently in compliance with the terms and conditions contained in the Agreement

Thank you

Very truly yours,

Michael Jordan
Vice President South Region

cc Galveston County Legal Department
722 Moody Street, Fifth Floor
Galveston, Texas 77550

AGENDA ITEM #6

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Jason E Murray**, certify that I have
completed a course of training on the Texas Open Meetings Act that satisfies the
legal requirements of Government Code, Section 551 005

Certificate is issued effective this 29th day of March, 2011

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 551 005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 11-141277M

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Jason E Murray**, certify that I have
completed a course of training on the Texas Public Information Act that satisfies the
legal requirements of Government Code, Section 552 012

Certificate is issued effective this 29th day of March, 2011

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 552 012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 11-141278P

AGENDA ITEM #7

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Dwight D. Sullivan**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 30th day of March, 2011.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 551 005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 11-141324M

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Dwight D. Sullivan**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 30th day of March, 2011

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 552 012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 11-141325P

AGENDA ITEM #8

Cheryl E. Johnson, RTA

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

March 22, 2011

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

Re: CLERICAL ERROR
Request for P & I Refund
0010-0017-0000-000
Sterling Trust c/o Pamela Fleming

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 acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

Amount of refund requested: $ 657.48

Should you have questions, please do not hesitate to contact me.

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) 935-1960 or toll free (866) 277-4725
Fax: (409) 935-4319

November 24, 2010

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

Re: Tax Account(s) 0010-0017-0000-000 / R147735

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 and 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

November 29, 2010

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

RE: 2605 Ave A, San Leon
Tax Account R147735

To Whom It May Concern:

I have recently become aware that the above address has two different tax statements, one being R147735 which is past due. I have not received statements on this account number before last week when I received your Tax Statement along with an attorney letter.

After much research by several people, it was discovered that my Deed had not been filed correctly or tax statements sent to me on this particular piece of my property. Galveston Central Appraisal District was very kind in helping correct this problem and issuing a letter.

This property is held by Sterling Trust as part a self-directed IRA and they pay expenses relating to my property. I had instructed them last week to pay you $2,240.47 in order to clear my "good name".

I am requesting that the interest and penalties be waived on this property due to the error, my being unaware that there were two tax statements on 2605 Ave A, and that I was only receiving one statement for the past several years. I ask that any funds that you received ($2,240.47) be applied to 2008 and 2009 taxes only with additional funds being applied toward 2010 taxes owing. Please bill me for any difference in the 2010 taxes as I have not received notice on those either. I have also sent you a copy of GCAD's letter and the past due Tax Statement received last week.

Please feel free to call me with any questions as I know this is a bit confusing.

Sincerely,

Pamela J. Fleming
281-559-1212

Cheryl E. Johnson, RTA

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

March 21, 2011

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

Re: CLERICAL ERROR
Request for P & I Refund/Waiver
Gildario Lopez
Acct#: 3505-0217-0012-001

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District.

The homeowner is requesting the fees charged to his account be waived/ refunded due to the clerk's error.

Account Number	Year	Refund
3505-0217-0012-001	2005-2010	$ 38.53

Account Number	Year	Waiver
3505-0217-0012-001	2005-2010	$ 2378.33

Sincerely,

Cheryl E. Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

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

February 7, 2011

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

Re: Tax Account(s) 3505-0217-0012-001 / R101888

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) 2005 - 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

Cheryl E. Johnson, RTA

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

March 21, 2011

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

Re: CLERICAL ERROR
Request for P & I Refund/Waiver
Mari Kaye Lasewicz
Acct#: 1865-0000-0079-000

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District.

The homeowner is requesting the fees charged to his account be waived/ refunded due to the clerk's error at the Appraisal District.

Account Number	Year	Refund
1865-0000-0079-000	2008	$ 63.90

Account Number	Year	Waiver
1865-0000-0079-000	2008	$ 1070.56
1865-0000-0079-000	2009	$ 19.80

Sincerely,

Cheryl E. Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

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

February 25, 2011

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

Re: Tax Account(s) 1865-0000-0079-000 / R214642

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

RECEIVED
MAR 01 2011
COLLECTIONS

Cheryl E. Johnson, RTA

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

March 23, 2011

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

Re: CLERICAL ERROR
Request for P & I Refund
4385-0002-0012-001
Thomas Fabian

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 acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

Account number	Year	Refund
4385-0002-0012-001	2010	$19.24

Should you have questions, please do not hesitate to contact me.

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) 935-1960 or toll free (866) 277-4725
Fax (409) 935-4319

March 18, 2011

Galveston County Tax Office
Cheryl E. Johnson, TAC
P.O. Box 1169
Galveston, TX 77553-1169

Re: Tax Account; 4385-0002-0012-001/R520489

Dear Mrs. Johnson,

The Galveston Central Appraisal District recently discovered an incorrect property owner mailing address regarding the above referenced account. 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 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,

Theresa Kraus, RPA
Taxpayer Information Services

Cheryl E. Johnson, RTA

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

March 21, 2011

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

Re: CLERICAL ERROR
Request for P & I Refund/Waiver
Cynthia Neumann Living Trust
Acct#: 1642-0005-0005-000
1642-0005-0006-000

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

The homeowner is requesting the fees charged to his account be waived/refunded due to the clerk's error.

Account Number	Year	Refund
1642-0005-0005-000	2009	$525.96
1642-0005-0006-000	2009	$737.32
Account Number	**Year**	**Waiver**
1642-0005-0005-000	2009	$216.49

Sincerely,

Cheryl E. Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

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

7

February 25, 2011

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

Re: Tax Account(s) 1642-0005-0005-000 / R428337
1642-0005-0006-000 / R428338

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 - 2010 through the supplement roll process.

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

Respectfully,

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

RECEIVED
MAR 01 2011
COLLECTIONS

Cheryl E. Johnson, RTA

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

March 23, 2011

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

Re CLERICAL ERROR
Request for P & I Waiver
0009-0069-0002-000
D & R King Inc.

Dear Judge Henry:

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

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

Amount of waiver requested: $ 151.13

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

8

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 7, 2010

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

Re: Tax Account(s) 0009-0069-0002-000 / R408037
0009-0069-0002-100 / R410966 Mud #39
Sub partial for Mud #39
County doesn't Collect. per David @ GCAD

To Whom It May Concern:

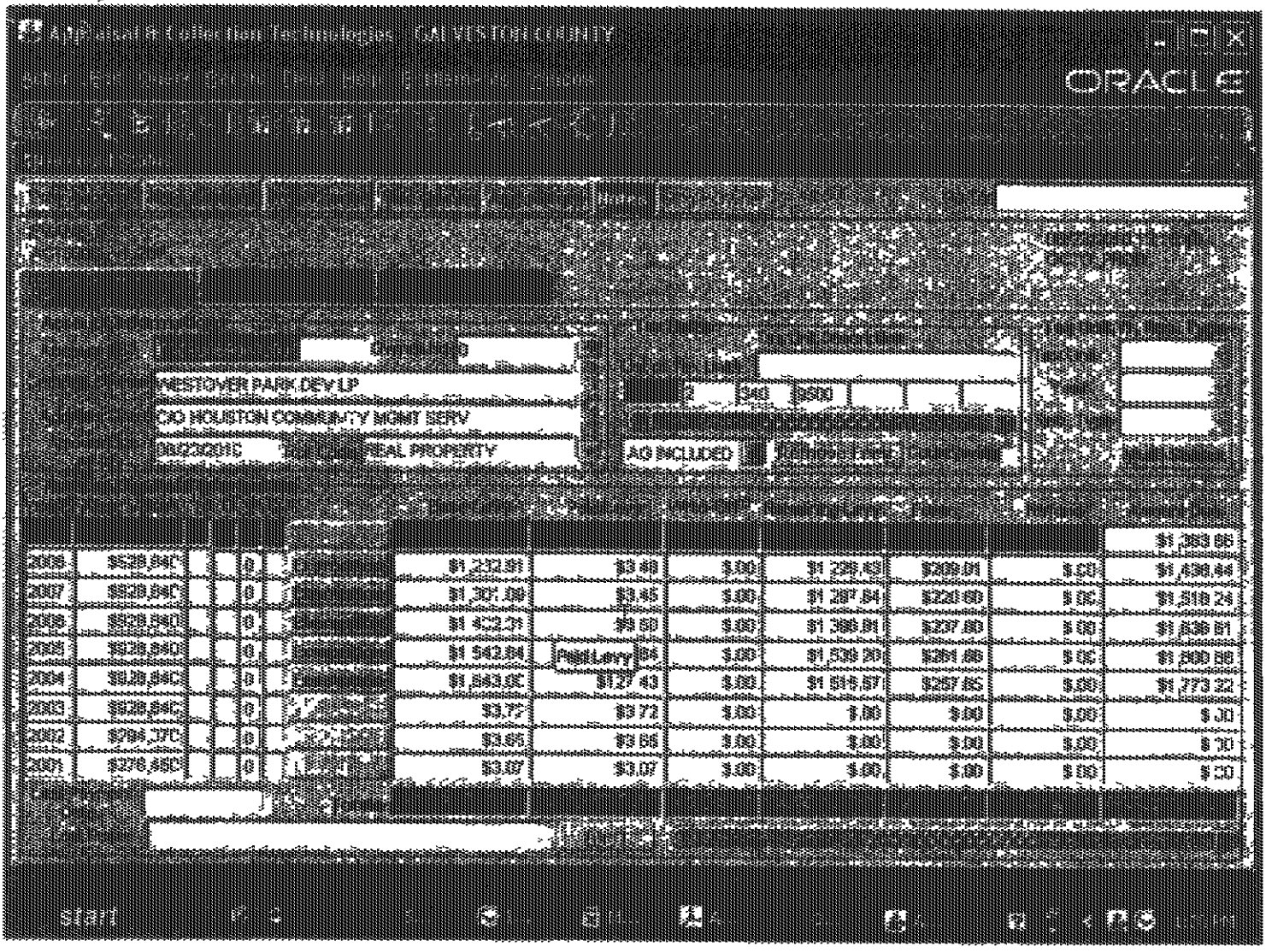
The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error 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) 2004 thru 2009 through the supplement roll process.

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

Respectfully,

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

RECEIVED
JUN 15 2010
GALVESTON CAD



Appraisal & Collection Technologies - GALVESTON COUNTY

ORACLE

WESTOVER PARK DEV LP

C/O HOUSTON COMMUNITY MGMT SERV

08/23/2010 REAL PROPERTY

AG INCLUDED

										$1,383.66
2006	$528,840	0		$1,232.91	$3.48	$.00	$1,228.43	$209.01	$.00	$1,438.44
2007	$928,840	0		$1,301.09	$3.45	$.00	$1,297.64	$220.60	$.00	$1,518.24
2008	$928,840	0		$1,402.31	$3.50	$.00	$1,398.81	$237.80	$.00	$1,636.61
2005	$928,840	0		$1,542.84	Paid Levy 84	$.00	$1,539.20	$261.68	$.00	$1,800.88
2004	$928,840	0		$1,543.00	$127.43	$.00	$1,516.57	$257.65	$.00	$1,773.22
2003	$928,840	0		$3.72	$3.72	$.00	$.00	$.00	$.00	$.00
2002	$794,370	0		$3.65	$3.65	$.00	$.00	$.00	$.00	$.00
2001	$276,450	0		$3.07	$3.07	$.00	$.00	$.00	$.00	$.00

start

Cheryl E. Johnson, RTA

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

March 21, 2011

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

Re. CLERICAL ERROR
Request for P & I Refund
5520-0000-0005-003
Nelson, Michael & Mary

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 acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

Amount of refund requested: $ 79 02

Should you have questions, please do not hesitate to contact me.

Sincerely,

Cheryl E. Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

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

March 15, 2011, 2011

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

Re: Tax Account(s) 5520-0000-0005-003 / R205282

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) 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

Cheryl E. Johnson, RTA

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

March 21, 2011

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

Re. CLERICAL ERROR
Request for P & I Waiver
7030-0292-0001-000
McIlvaine Building LLC

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error.

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

Amount of waiver requested: $ 139.06

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

2

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

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

February 28, 2011

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

Re: Tax Account(s) 7030-0292-0001-000 / R225778

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) 2010 through the supplement roll process.

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

Respectfully,

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

RECEIVED
MAR 01 2011
COLLEC

AGENDA ITEM #9

National Emergency Training Center
U.S. Department of Homeland Security
16825 S Seton Avenue
Emmitsburg, MD 21727-8998

FEMA

CONGRATULATIONS!

It gives me great pleasure to congratulate you on the successful completion of your recent course at the Emergency Management Institute (EMI) EMI is celebrating a *60-Year Legacy of Training and Education in Emergency Management* during 2011 This anniversary year, you have joined other distinguished emergency management professionals who have completed training through EMI. This year, the total number of course completions has already exceeded 22 million

Please accept my sincere gratitude for your continued support of the emergency management profession My staff and I wish you the best of luck in your emergency management career

Sincerely,

Vilma Schifano Milmoe
Superintendent, (Acting)
Emergency Management Institute

EMERGENCY MANAGEMENT INSTITUTE
60
ANNIVERSARY CELEBRATION

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MARK A HENRY JUDGE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System
ICS-100

Issued this 4th Day of April, 2011

Vilma Schifano Milmoe
Superintendent (Acting)
Emergency Management Institute

0 3 IACET CEU

National Emergency Training Center
U.S Department of Homeland Security
16825 S Seton Avenue
Emmitsburg, MD 21727-8998

FEMA

CONGRATULATIONS!

It gives me great pleasure to congratulate you on the successful completion of your recent course at the Emergency Management Institute (EMI) EMI is celebrating a *60-Year Legacy of Training and Education in Emergency Management* during 2011. This anniversary year, you have joined other distinguished emergency management professionals who have completed training through EMI This year, the total number of course completions has already exceeded 22 million.

Please accept my sincere gratitude for your continued support of the emergency management profession My staff and I wish you the best of luck in your emergency management career

Sincerely,

Vilma Schifano Milmoe
Superintendent, (Acting)
Emergency Management Institute

EMERGENCY MANAGEMENT INSTITUTE
60
ANNIVERSARY CELEBRATION

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MARK A HENRY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 4th Day of April, 2011

Vilma Schifano Milmoe
Superintendent (Acting)
Emergency Management Institute

0 3 IACET CEU

AGENDA ITEM #10a

Galveston County
Legal Department

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

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

March 30, 2011

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

Re: County claim for recovery of property damages
Date of auto collision: December 29, 2010
Amount of Damage. $2,466.47

Gentlemen:

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

The facts underlying our claim are that on or about the above referenced date a minor auto collision occurred with a Galveston County Sheriff's Office vehicle The county vehicle was proceeding through an intersection northbound on FM 517 when a vehicle traveling westbound also proceeded through the intersection failing to yield the right of way striking the county vehicle This settlement amount represents a full recovery for property damages in the amount of $2,466.47. The county employee involved has a pending worker's compensation claim as a result of injuries from this accident.

We received the property damage settlement check and it was deposited in the appropriate account through the Treasurer's office

Should you have any questions, please call

Sincerely,

Barry C. Willey

BCW/mfa
Enclosures
11-010
cc. Sheriff Freddie Poor
Ron Shelby, Director of Finance and Administration
Brant Raeburn, Sheriff's Office

AGENDA ITEM #11a

Galveston County
Legal Department

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

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S. Reingold

April 5, 2011

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

Re Claim for Damages
Claimant Verizon
Damage Location. 403 Mustang Rd , Algoa, Tx
Amount $ 350.56
Date of Loss September 1, 2010

Gentlemen

This is a request to approve payment of a claim made by Verizon

On or about September 1, 2010, a Galveston County Road and Bridge Department employee struck a Verizon telephone podium with a slope mower while performing work in the area The necessary release has been forwarded for execution

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check and it will be tendered when the executed release has been received Should you have any questions, please call

Very truly yours,

Barry C Willey

BCW/mfa
Enclosures
10-167
cc Mr Layne Harding, Road and Bridge Administrator
Mr Ron Shelby, Director of Finance and Administration

AGENDA ITEM #12

Galveston County, Texas
Request For Applications for Main and Participating Bank Depositories for the Deposit of Funds belonging to Galveston County and Other Governmental Entities.

Pursuant to the provisions of Texas Local Government Code §116.022 and §117.022 notice is hereby given that the Galveston County Commissioners' Court is seeking applications for a Main and for Participating Bank Depositories for the following funds:

- All funds belonging to the County of Galveston.
- Trust Funds and Court Registry Funds in possession of the County Clerk of Galveston County.
- Trust Funds and Court Registry Funds in possession of the District Clerk of Galveston County.
- Accounts utilized by the Galveston County Health District.
- Special funds deposited in the County Treasury and utilized by its Community Supervision and Corrections Department (Adult Probation).
- Accounts utilized by the Galveston County Emergency Communication District.
- Accounts, including overnight depositories, utilized by other elected and appointed Galveston County officials.

Sealed applications in sets of three (3) marked on the outside "Application for County Depository Funds" will be received until 2:00 p.m. on May 20, 2011 at the Office of the County Treasurer located at the Galveston County Courthouse, 722 Moody, 4th Floor, Galveston, Texas. All applications will be opened by the Commissioners' Court at its regularly scheduled meeting held at 1:00 p.m. on May 24, 2011, at the Galveston County Courthouse, 722 Moody Avenue, Galveston, Texas or as soon thereafter as may be determined necessary by the Court

Applicants should be State and National Banks preferably domiciled in Galveston County, that have the ability to provide safekeeping depositories for all funds and accounts listed above in the form of demand account banking.

Each Applicant must utilize the County's Official Proposal Form and specify the interest it will pay on Demand Deposits and/or Time Deposits. Each Applicant must also provide through a contract with another bank, if necessary, adequate facilities located in the County seat, which is Galveston, for daily banking transactions. In addition, each Applicant who has Demand Deposit Accounts with the County will, upon request of the County Treasurer, be required to furnish daily statements on at least the County's largest Demand Accounts together with front and back images of cancelled checks guaranteeing each endorsement that can be imported individually into the County's financial system. Applicants seeking Time Deposit Accounts only will need only have a branch presence within the County in order to be considered.

The term of each Depository Contract will be for a period of four (4) years, beginning October 1, 2011 and expiring September 30th 2015. In addition, if necessary, each Depository Contract may be extended by Galveston County up to an additional sixty (60) days to enable the County Treasurer to have ample time to close out accounts and to transfer funds to successor County Depositories.

Each Depository Contract shall allow Galveston County to establish, on the basis of negotiations with the bank that will take effect during the final two years of the four-year contract, new interest rates and financial terms of the Depository Contract including the option to switch back and forth from fixed to variable interest rates. But, any new financial terms may not increase service costs to Galveston County by more than 10%.

Each Depository Contract will require the bank to pledge, as collateral, securities acceptable to and approved by the County's Commissioners' Court that cumulatively have a market value amount sufficient to equal 110% of all funds deposited with the bank by Galveston County, its County Clerk, its District Clerk, its Community Supervision and Corrections Department (Adult Probation), all other elected and appointed Galveston County officials, the Galveston County Emergency Communication District and the Galveston County Health District. In addition, each bank must maintain FDIC Insurance and comply with the terms and provisions of Government Code Chapter 2256 (Public Funds Investment Act), Chapter 2257 (Public Fund Collateral Act) as well as Local Government Code Chapters 116 (Depositories for County Public Funds) and 117 (Depositories for Certain Trust Funds and Court Registry Funds) as they relate to such securities. Also, all such securities shall be placed in a second bank or with the Federal Reserve Bank for safekeeping, providing the County of Galveston with safekeeping receipts. Monthly reports on all collateral securities will be made to the County Treasurer and shall include the par value and market value of each. Requests for substitution of collateral securities shall be made, in writing, to the County Treasurer's Office. Such requests are similarly subject to the approval of the Commissioners' Court.

In addition to executing a County Depository Contract, each Applicant may be required to execute the following Agreements with terms and conditions acceptable to Galveston County:

- Custodial Agreement for County Owned Securities.
- Investment Clearing Agreement.
- Custodial Agreement for Pledged Securities (Federal Reserve Bank).
- Lock Box Agreement.

Each Applicant must state the amount of the bank's paid-up capital stock and permanent surplus and the application must be accompanied by:

- A statement showing the financial condition of the bank on the date of the application.
- A certified or cashier's check for at least one-half of Galveston County's 2010 revenue for the preceding year i.e. at least $600,000.
- A description of all banking services they are willing to provide and the charges for such services, if any, exist. Examples include but are not limited to the printing of checks, deposit tickets, returned checks, etc.

Awards to successful Applicants will be made by the Galveston County Commissioners' Court at its regularly scheduled meeting held at 1:00 p.m. on June 28, 2011 or as soon thereafter as may be determined necessary by the Court.

The Galveston County Commissioners' Court shall have the right to accept such Applications it determines offers the most favorable terms and conditions for handling of all funds. In addition, the Commissioners' Court shall have the right to reject any and all Applications.

Official Proposal Forms are available through the County Treasurer's Office located at 722 Moody Ave-4th Floor, Galveston, TX 77550-Galveston County Courthouse (409-770-5395).

Hon. Mark Henry
County Judge
Galveston County

AGENDA ITEM #13

Elections Division
Office of the County Clerk
600 59th Street, 2nd Floor
Galveston, TX 77551
409-770-5108

RECEIVED
APR 04 2011
GALVESTON COUNTY JUDGE

March 31, 2011

MEMORANDUM FOR: Patricia Grady
Legal Liaison
Office of the County Judge

FROM: William Sargent
Chief Deputy Clerk for Elections

SUBJECT: Contracts for Election Services

Attached you will find ten contracts for election services submitted by the following entities

City of Dickinson
City of League City
Texas City ISD
City of Clear Lake Shores
City of Galveston
City of Bayou Vista
City of La Marque
La Marque ISD
College of the Mainland
City of Kemah

Please arrange for the Commissioner's Court to receive and file these documents at the next available meeting.

Thanks

RECEIVED
11 MAR 10 PM 1:35
COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

This Contract is made and entered into this 12th day of April, 2011 by and between Dwight D. Sullivan, County Clerk and County Election Officer of Galveston County("Contracting Officer") and Julie Masters on behalf of City of Dickinson ("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. 2011 General Election

May 14, 2011 — Election Date

June 18, 2011 — Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.

○ **Waive requirement for evening training sessions**

☒ 1.11 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.

☒ 1 12 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101.

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 that 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 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 17, 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 x 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.

☒ 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1 12 above One of these must be selected]

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 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 Carol McLemore_____.

6. General Provisions.

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

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

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

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

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.

7. 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.
Julie Masters, Mayor
Attention: Carol McLemore, City Secretary
City of Dickinson
4403 Highway 3, Dickinson, Texas 77539
Phone 281-337-6217
Email: cmclemore@ci.dickinson.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 12th day of April, 2011

Contracting Officer

Dwight D. Sullivan

Client:

Name: Julie Masters

( ) City Manager (x) 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: April 12, 2011

RECEIVED
11 MAR -9 PM 1:41
COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

This Contract is made and entered into this 12th day of April, 2011 by and between Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Toni Randall, Mayor on behalf of The City of League City, 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: General - Special Election

May 14, 2011 — Election Date

June 18, 2011 — Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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~~ the Client 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. JC

☒ 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.

○ Waive requirement for evening training sessions

☐ 1.11 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.

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

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 that 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 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 2.12-2.17, 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 x 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.

☐ 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1.12 above. One of these must be selected]

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.

☐ 2.16 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-State 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 its City Secretary.

6. General Provisions.

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

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

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

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

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.

7. 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: Toni Randall, Mayor
Attention: Barbara F. Long, City Secretary
City of League City
300 W. Walker Street
League City, TX 77573
Phone: 281-554-1031
Email: Barbara.Long@leaguecity.com

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 12th day of April, 2011.

Contracting Officer

Dwight D. Sullivan

Dwight D. Sullivan

Client:

Name: Toni Randall

( ) City Manager (X) 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: April 12, 2011

Election Services Schedule:

Service	Charges
Program, or arrange to have programmed, the ballot.	Charge based on the number of contests/measures on the ballot 1-10 = $ 550 11-20 = $1,100 21-30 = $1,650 31-40 = $2,450
Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code [TEC], and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, TEC.	The actual cost associated with publishing the notices in the local newspaper (approximately $70) plus the actual amount spent on overtime, if needed, for county employees to complete a satisfactory test.
Printing of ballots by mail, sample ballots, and test ballots.	$0.25 per ballot.
Election kits for each polling location.	$50 per kit.
Receiving and checking in supplies and equipment on election night.	County Non-Election Division personnel providing these services will be paid at their normal overtime rate of pay. College Students may be hired to assist Judges in move voting machines from their vehicles to the receiving station at a rate of $10 per hour.
Providing voting machines and equipment.	Rental of eSlate voting booths $250 each, disabled access voting booths $300 each, and Judge's Booth Controllers $250 each. Mobile Ballot Boxes (MBBs) $6 each.
Transportation of voting machines and equipment to and from Early Voting locations.	$100 per location.
Arrange for the use of a central counting station and for the tabulating and supervisory personnel, equipment needed at the counting station, and 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.	Tabulation $700. Counting station non-supervisory/tabulation personnel will be reimbursed at their normal overtime rate for services provided after normal business hours.

Service	Charges
Responsible for technical and equipment support for the voting machines and equipment being provided to the Client.	Charges only for Non-Elections Division personnel utilized for this service.
Provide training for Early Voting and Election Day Judges and Clerks.	$50 per participant plus overtime rates for training conducted by non-supervisory personnel after normal business hours.
Hire judges, alternate judges, and clerks (including members of the Signature Verification Committee, Early Voting Ballot Board; and Central Counting Station/Resolution Board).	$10 per hour per hire.
Arranging for polling locations/contacting for polling locations.	Any fee charged by said location for use of its facilities.
Use of County Non-Election Division Personnel during the election (e.g., equipment and software troubleshooters, Information Technology Support, Deputy Sheriffs, and Maintenance & Facilities personnel).	Regular pay plus overtime for each employee who is not part of the County Clerk's Office.
For performance of duties and services and the providing of equipment and supplies.	A flat fee of ten percent of the total amount of the contract for administrative services as provided for in Section 31.100(d), Texas Election Code.
Damages to equipment.	If not covered under a warranty, the County may hold the client responsible for any actual expenses for repairs for damages occurring during the time the voting equipment was in the possession of the client.

Contract for Election Services

This Contract is made and entered into this 8th day of March, 2011 by and between Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County ("Contracting Officer") and JoAnn Hackbarth on behalf of Texas City Independent School District ("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:

RECEIVED
11 MAR 25 PM 2:22
COUNTY CLERK
GALVESTON COUNTY, TEXAS

Purpose of Election: General Trustee Election

May 14, 2011	None
Election Date	Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.]

(X) 1 1 Program, or arrange to have programmed, the ballot.

(X)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.

_____(X) 1.3 Procure and distribute to the ~~Election Judges~~ Client 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.

(NA) 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.

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

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

_____(X) 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.~~

(X) 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.

(NA) 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.

(X) 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**

(NA) 1.11 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.

(NA) 1.12 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101.

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 that 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 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 2.12-2.17, 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 X 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.]

(NA)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.

(NA) 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.-

(NA) 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.

(NA) 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1.12 above One of these must be selected]

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.

(NA) 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.

(NA) 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 Liz Payne, Assistant Superintendent for Business.

6. General Provisions.

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

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

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

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

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.

Client:

JoAnn Hackbarth, School Board President
Texas City Independent School District
Attention: Liz Payne, Assistant Superintendent for Business
Simpson Education Support Center
1700 9th Avenue North
Texas City, TX 77590
409-916-0112
Email: epayne@tcisd.org

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

The Rest of This Page has Intentionally Been Left Blank.

Executed this 8th **day of** March, 2011.

Contracting Officer

Dwight D. Sullivan

Client:

Name: JoAnn Hackbarth

( ) Superintendent(X) President

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: April 12, 2011

RECEIVED

11 FEB 14 PM 3:20

COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

Dwight D. Sullivan

This Contract is made and entered into this 10th day of February by and between Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Karen Mericle on behalf of City of Clear Lake Shores ("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: General Election

May 14, 2011
Election Date

—
Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.

X 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.

○ **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 that at least two days of early voting be for 12 hours duration

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

2.9 As required by 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

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

2.11 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).

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 x 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 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.

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

☒ 2.16 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 Karen Mericle.

6. General Provisions.

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

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

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

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

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: Karen Merick
City of Clear Lake Shores
1006 South Shore Dr
CLS, TX 77565
Phone: 281-334-2799
Email: citysecretary@clearlakeshores-tx.gov

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.

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Executed this 12th day of April, 2011

Contracting Officer

Dwight D. Sullivan

Client:

Name: Karen Merick

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

Approved: ***(if required)***

Hon. _____
Texas Secretary of State
Date of Approval:_____

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge

Dwight D. Sullivan
County Clerk

Date: April 12, 2011

Election Services Schedule:

Service	Charges:
Program, or arrange to have programmed, the ballot.	Charge based on the number of contests/measures on the ballot 1-10 = $ 550 11-20 = $1,100 21-30 = $1,650 31-40 = $2,450
Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code [TEC], and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, TEC.	The actual cost associated with publishing the notices in the local newspaper (approximately $70) plus the actual amount spent on overtime, if needed, for county employees to complete a satisfactory test.
Printing of ballots by mail, sample ballots, and test ballots	$0.25 per ballot
Election Kits for each polling location	$50 per kit
Receiving and checking in supplies and equipment on election night	County Non-Election Division personnel providing these services will be paid at their normal overtime rate of pay College Students may be hired to assist Judges in move voting machines from their vehicles to the receiving station at a rate of $10 per hour.
Providing voting machines and equipment	Rental of eSlate voting booths $250 each, disabled access voting booths $300 each, and Judge's Booth Controllers $250 each Mobile Ballot Boxes (MBBs) $6 each
Transportation of voting machines and equipment to and from Early Voting locations.	$100 per location
Arrange for the use of a central counting station and for the tabulating and supervisory personnel, equipment needed at the counting station, and 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.	Tabulation $700 Counting station non-supervisory/tabulation personnel will be reimbursed at their normal overtime rate for services provided after normal business hours.

Service	Charges:
Responsible for technical and equipment support for the voting machines and equipment being provided to the Client.	Charges only for Non-Elections Division personnel utilized for this service.
Provide training for Early Voting and Election Day Judges and Clerks	$50 per participant plus overtime rates for training conducted by non-supervisory personnel after normal business hours.
Hire judges, alternate judges, and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board, and Central Counting Station/Resolution Board]	$10 per hour per hire
Arranging for polling locations/contacting for polling locations	Any fee charged by said location for use of its facilities plus $25 per location arranged for by the County Elections Division.
Use of County Non-Election Division Personnel during the election [e g , equipment and software troubleshooters, Information Technology Support, Deputy Sheriffs, and Maintenance & Facilities personnel]	Regular pay plus overtime for each employee who is not part of the County Clerk's Office
For performance of duties and services and the providing of equipment and supplies	A flat fee of ten percent of the total amount of the contract for administrative services as provided for in Section 31 100(d), Texas Election Code
Damages to equipment	If not covered under a warranty, the County may hold the client responsible for any actual expenses for repairs for damages occurring during the time the voting equipment was in the possession of the client

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COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

This Contract is made and entered into this 12th day of April, 20 11 by and between Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Steve LeBlanc on behalf of City of Galveston ("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: Seawall Parking Measure - Special Election

May 14, 2011 — Election Date

N/A — Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.

○ **Waive requirement for evening training sessions**

■ 1.11 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

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

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 that 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 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 17, 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 x 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.

☒ 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1.12 above One of these must be selected]

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.

☒ 2.16 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 City Secretary

6. General Provisions.

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

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

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

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

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

7. 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: Dona Bod

City Secretary
P.O. Box 779
Galveston, TX 77553
Phone: 409-797-3510
Email: _____

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 12th day of April, 2011.

Contracting Officer

Dwight D. Sullivan

Client

Name: Steve LeBlanc

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

Approved: ***(if required)***

APPROVED AS TO FORM

City Attorney

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: April 12, 2011

Election Services Schedule:

Service	Charges:
Program, or arrange to have programmed, the ballot.	Charge based on the number of contests/measures on the ballot 1-10 = $ 550 11-20 = $1,100 21-30 = $1,650 31-40 = $2,450
Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code [TEC], and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, TEC.	The actual cost associated with publishing the notices in the local newspaper (approximately $70) plus the actual amount spent on overtime, if needed, for county employees to complete a satisfactory test.
Printing of ballots by mail, sample ballots, and test ballots	$0.25 per ballot
Election Kits for each polling location	$50 per kit
Receiving and checking in supplies and equipment on election night	County Non-Election Division personnel providing these services will be paid at their normal overtime rate of pay. College Students may be hired to assist Judges in move voting machines from their vehicles to the receiving station at a rate of $10 per hour.
Providing voting machines and equipment	Rental of eSlate voting booths $250 each, disabled access voting booths $300 each, and Judge's Booth Controllers $250 each. Mobile Ballot Boxes (MBBs) $6 each
Transportation of voting machines and equipment to and from Early Voting locations.	$100 per location
Arrange for the use of a central counting station and for the tabulating and supervisory personnel, equipment needed at the counting station, and 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.	Tabulation $700 Counting station non-supervisory/tabulation personnel will be reimbursed at their normal overtime rate for services provided after normal business hours.

Service	Charges:
Responsible for technical and equipment support for the voting machines and equipment being provided to the Client.	Charges only for Non-Elections Division personnel utilized for this service.
Provide training for Early Voting and Election Day Judges and Clerks	$50 per participant plus overtime rates for training conducted by non-supervisory personnel after normal business hours.
Hire judges, alternate judges, and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board, and Central Counting Station/Resolution Board]	$10 per hour per hire
Arranging for polling locations/contacting for polling locations	Any fee charged by said location for use of its facilities.
Use of County Non-Election Division Personnel during the election [e.g., equipment and software troubleshooters, Information Technology Support, Deputy Sheriffs, and Maintenance & Facilities personnel]	Regular pay plus overtime for each employee who is not part of the County Clerk's Office
For performance of duties and services and the providing of equipment and supplies	A flat fee of ten percent of the total amount of the contract for administrative services as provided for in Section 31.100(d), Texas Election Code.
Damages to equipment	If not covered under a warranty, the County may hold the client responsible for any actual expenses for repairs for damages occurring during the time the voting equipment was in the possession of the client

RECEIVED

11 FEB 23 PM 4:32

COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

Dwight A. Sullivan

This Contract is made and entered into this 15 day of FEB, 2011 by and between Dwight D Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and CITY COUNCIL on behalf of CITY OF BAYOU VISTA ("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. GENERAL/SPECIAL CALLED ELECTION

MAY 14, 2011
Election Date

Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.

○ **Waive requirement for evening training sessions**

☒ 1.11 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

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

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 that 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 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 2.12-2.17, 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 x 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.

☐ 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1.12 above One of these must be selected]

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 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 **Paula Eshelman**

6. General Provisions.

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

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

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

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

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

7. 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 Bayou Vista
2929 Highway 6 #100
Hitchcock TX 77563

Phone: (409) 935-8348
Email: citysecretary@comcast.net

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

The Rest of This Page has Intentionally Been Left Blank.

Executed this 12th day of April, 2011.

Contracting Officer

Dwight D. Sullivan

Client:
CITY OF BAYOU VISTA
Name:
( ) 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: April 12, 2011

Election Services Schedule:

Service	Charges
Program, or arrange to have programmed, the ballot.	Charge based on the number of contests/measures on the ballot 1-10 = $ 550 11-20 = $1,100 21-30 = $1,650 31-40 = $2,450
Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code [TEC], and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, TEC.	The actual cost associated with publishing the notices in the local newspaper (approximately $70) plus the actual amount spent on overtime, if needed, for county employees to complete a satisfactory test
Printing of ballots by mail, sample ballots, and test ballots	$0.25 per ballot
Election Kits for each polling location	$50 per kit
Receiving and checking in supplies and equipment on election night	County Non-Election Division personnel providing these services will be paid at their normal overtime rate of pay. College Students may be hired to assist Judges in move voting machines from their vehicles to the receiving station at a rate of $10 per hour.
Providing voting machines and equipment	Rental of eSlate voting booths $250 each, disabled access voting booths $300 each, and Judge's Booth Controllers $250 each Mobile Ballot Boxes (MBBs) $6 each
Transportation of voting machines and equipment to and from Early Voting locations.	$100 per location
Arrange for the use of a central counting station and for the tabulating and supervisory personnel, equipment needed at the counting station, and 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.	Tabulation $700 Counting station non-supervisory/tabulation personnel will be reimbursed at their normal overtime rate for services provided after normal business hours.

Service	Charges
Responsible for technical and equipment support for the voting machines and equipment being provided to the Client.	Charges only for Non-Elections Division personnel utilized for this service
Provide training for Early Voting and Election Day Judges and Clerks	$50 per participant plus overtime rates for training conducted by non-supervisory personnel after normal business hours.
Hire judges, alternate judges, and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board, and Central Counting Station/Resolution Board]	$10 per hour per hire
Arranging for polling locations/contacting for polling locations	Any fee charged by said location for use of its facilities plus $25 per location arranged for by the County Elections Division.
Use of County Non-Election Division Personnel during the election [e.g., equipment and software troubleshooters, Information Technology Support, Deputy Sheriffs, and Maintenance & Facilities personnel]	Regular pay plus overtime for each employee who is not part of the County Clerk's Office
For performance of duties and services and the providing of equipment and supplies	A flat fee of ten percent of the total amount of the contract for administrative services as provided for in Section 31.100(d), Texas Election Code
Damages to equipment	If not covered under a warranty, the County may hold the client responsible for any actual expenses for repairs for damages occurring during the time the voting equipment was in the possession of the client

RECEIVED

11 FEB 23 PM 4:32

Dwight D. Sullivan
COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

This Contract is made and entered into this 17th day of Feb., 2011 by and between Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Mayor Sam on behalf of City of LaMarque ("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: Fill expired terms of Districts B+D Special Election for or against Recall of Mayor Geraldine Sam

May 14, 2011 — Election Date

June 18, 2011 — Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.

○ **Waive requirement for evening training sessions**

☒ 1.11 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.

☒ 1 12 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101.

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 that 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 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 17, 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 x 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.]

X 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.

X 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

X 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

X 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1 12 above One of these must be selected]

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 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 **Carolyn Anderson**

6. General Provisions.

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

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

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

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

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.

7. 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 LaMarque
1111 Bayou Rd.
LaMarque, 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 17th day of February, 2011.

Contracting Officer

Dwight D. Sullivan

Dwight D. Sullivan

Client:
City of La Marque
Name: Geraldine Sam
( ) City Manager (X) Mayor
( )Superintendent( ) President
( )Chair County Executive Committee ( ) Other

Approved: ***(if required)***

Hon. _____
Texas Secretary of State
Date of Approval:_____

Received and Filed:

Galveston County

Mark Henry

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan

Dwight D. Sullivan
County Clerk

Date: April 12, 2011

RECEIVED
11 FEB 23 PM 4:27
COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

Dwight D. Sullivan

This Contract is made and entered into this 10th day of Feb by and between Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and LMISD Board of Trustees on behalf of LaMarque Independent Sch Dist ("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. Board of Trustee Election

May 14, 2011 — Election Date

June 18, 2011 — Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.

○ **Waive requirement for evening training sessions**

☒ 1.11Hire 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.

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

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 2.12-2.17, 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 x 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

☒ 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1.12 above. One of these must be selected]

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.

☒ 2.16 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 Joseph Cantu, President Board of Trustees, LMISD

6. General Provisions.

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

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

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

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

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.

7. 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:

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

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

The Rest of This Page has Intentionally Been Left Blank.

Executed this 10th day of February, 20 11

Contracting Officer

Dwight D. Sullivan

Dwight D. Sullivan

Client:

Name: Joseph J Cantu

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

Approved: ***(if required)***

Hon. _____
Texas Secretary of State
Date of Approval:_____

Received and Filed:

Galveston County

Mark Henry

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan

Dwight D. Sullivan
County Clerk

Date: April 12, 2011

Election Services Schedule:

Service	Charges:
Program, or arrange to have programmed, the ballot.	Charge based on the number of contests/measures on the ballot 1-10 = $ 550 11-20 = $1,100 21-30 = $1,650 31-40 = $2,450
Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code [TEC], and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, TEC.	The actual cost associated with publishing the notices in the local newspaper (approximately $70) plus the actual amount spent on overtime, if needed, for county employees to complete a satisfactory test
Printing of ballots by mail, sample ballots, and test ballots	$0.25 per ballot
Election Kits for each polling location	$50 per kit
Receiving and checking in supplies and equipment on election night	County Non-Election Division personnel providing these services will be paid at their normal overtime rate of pay. College Students may be hired to assist Judges in move voting machines from their vehicles to the receiving station at a rate of $10 per hour.
Providing voting machines and equipment	Rental of eSlate voting booths $250 each, disabled access voting booths $300 each, and Judge's Booth Controllers $250 each Mobile Ballot Boxes (MBBs) $6 each
Transportation of voting machines and equipment to and from Early Voting locations.	$100 per location
Arrange for the use of a central counting station and for the tabulating and supervisory personnel, equipment needed at the counting station, and 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.	Tabulation $700 Counting station non-supervisory/tabulation personnel will be reimbursed at their normal overtime rate for services provided after normal business hours.

Service	Charges:
Responsible for technical and equipment support for the voting machines and equipment being provided to the Client.	Charges only for Non-Elections Division personnel utilized for this service
Provide training for Early Voting and Election Day Judges and Clerks	$50 per participant plus overtime rates for training conducted by non-supervisory personnel after normal business hours.
Hire judges, alternate judges, and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board, and Central Counting Station/Resolution Board]	$10 per hour per hire
Arranging for polling locations/contacting for polling locations	Any fee charged by said location for use of its facilities plus $25 per location arranged for by the County Elections Division.
Use of County Non-Election Division Personnel during the election [e.g., equipment and software troubleshooters, Information Technology Support, Deputy Sheriffs, and Maintenance & Facilities personnel]	Regular pay plus overtime for each employee who is not part of the County Clerk's Office
For performance of duties and services and the providing of equipment and supplies	A flat fee of ten percent of the total amount of the contract for administrative services as provided for in Section 31.100(d), Texas Election Code
Damages to equipment	If not covered under a warranty, the County may hold the client responsible for any actual expenses for repairs for damages occurring during the time the voting equipment was in the possession of the client

RECEIVED

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COUNTY CLERK
GALVESTON COUNTY, TEXAS

Contract for Election Services

This Contract is made and entered into this 28th day of February 2011 by and between Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Lisa Templer on behalf of College of the Mainland ("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: General Board of Trustee Election, Positions 5 and 7, and Special Bond Election

May 14, 2011 — Election Date

June 18, 2011 — Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.

○ **Waive requirement for evening training sessions**

☒ 1.11 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.

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

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 that 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 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 17, 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 x 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

☒ 2.15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1.12 above. One of these must be selected]

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

☒ 2.16 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 Lisa Templer

6. General Provisions.

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

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

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

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

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

7. 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:
College of the Mainland
1200 N Amburn Road
Texas City, TX 77591
Attn. Lisa Templer
Phone: 409-938-1211
Email: ltempler@com.edu

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

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Executed this 12th day of April, 20 11

Contracting Officer

Dwight D. Sullivan

Dwight D. Sullivan

Lisa Templer

Client:
College of the Mainland

Name: Lisa Templer

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

Approved: ***(if required)***

_____
Hon. _____
Texas Secretary of State
Date of Approval:_____

Received and Filed:

Galveston County

Mark Henry

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan

Dwight D. Sullivan
County Clerk

Date: April 12, 2011

Contract for Election Services

This Contract is made and entered into this 17 day of Feb, 20 11 by and between Dwight D Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Matthew D. Wiggins Jr. on behalf of the City of Hemah ("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. to elect a Mayor & 2 council Positions

May 14 2011 — Election Date

6-18-11 — Runoff Election Date

1. Duties and Services of the Contracting Officer.

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

[Client to select those services they want the Contracting Officer of Galveston County to perform on their behalf. Those items marked with an x 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.

○ **Waive requirement for evening training sessions**

☐ 1.11 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.

☐ 1 12 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101.

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 that 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 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 17, 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 x 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

☐ 2 15 Conduct and manage the ballot by mail process in accordance with Texas Election Code Chapters 86 and 101. [See 1 12 above. One of these must be selected]

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 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 City Secretary.

6. General Provisions.

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

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

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

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

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.

7. 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:
Matthew D. Wiggins, JR. Mayor
Attn: Kathy Pierce, City Secretary
Kemah City Hall, 1401 Hwy 146.
Kemah, TX 77565
Phone: 281-334-1611
Email: Kpierce@Kemah-tx.com

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

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Executed this 12th day of April, 2011.

Contracting Officer

Dwight D. Sullivan

Client:

Name: Matthew D. Wiggins, JR.

( ) 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: April 12, 2011

Election Services Schedule:

Service	Charges:
Program, or arrange to have programmed, the ballot.	Charge based on the number of contests/measures on the ballot 1-10 = $ 550 11-20 = $1,100 21-30 = $1,650 31-40 = $2,450
Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code [TEC], and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, TEC.	The actual cost associated with publishing the notices in the local newspaper (approximately $70) plus the actual amount spent on overtime, if needed, for county employees to complete a satisfactory test.
Printing of ballots by mail, sample ballots, and test ballots	$0 25 per ballot
Election Kits for each polling location	$50 per kit
Receiving and checking in supplies and equipment on election night	County Non-Election Division personnel providing these services will be paid at their normal overtime rate of pay. College Students may be hired to assist Judges in move voting machines from their vehicles to the receiving station at a rate of $10 per hour.
Providing voting machines and equipment	Rental of eSlate voting booths $250 each, disabled access voting booths $300 each, and Judge's Booth Controllers $250 each Mobile Ballot Boxes (MBBs) $6 each
Transportation of voting machines and equipment to and from Early Voting locations.	$100 per location
Arrange for the use of a central counting station and for the tabulating and supervisory personnel, equipment needed at the counting station, and 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	Tabulation $700 Counting station non-supervisory/tabulation personnel will be reimbursed at their normal overtime rate for services provided after normal business hours.

Service	Charges:
Responsible for technical and equipment support for the voting machines and equipment being provided to the Client.	Charges only for Non-Elections Division personnel utilized for this service
Provide training for Early Voting and Election Day Judges and Clerks	$50 per participant plus overtime rates for training conducted by non-supervisory personnel after normal business hours
Hire judges, alternate judges, and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board, and Central Counting Station/Resolution Board]	$10 per hour per hire
Arranging for polling locations/contacting for polling locations	Any fee charged by said location for use of its facilities plus $25 per location arranged for by the County Elections Division
Use of County Non-Election Division Personnel during the election [e g , equipment and software troubleshooters, Information Technology Support, Deputy Sheriffs, and Maintenance & Facilities personnel]	Regular pay plus overtime for each employee who is not part of the County Clerk's Office
For performance of duties and services and the providing of equipment and supplies	A flat fee of ten percent of the total amount of the contract for administrative services as provided for in Section 31 100(d), Texas Election Code
Damages to equipment	If not covered under a warranty, the County may hold the client responsible for any actual expenses for repairs for damages occurring during the time the voting equipment was in the possession of the client

AGENDA ITEM #14

RECEIVED
APR 05 2011
GALVESTON COUNTY JUDGE

JUDGE WAYNE J. MALLIA
405TH JUDICIAL DISTRICT COURT
GALVESTON COUNTY, TEXAS

BECKY HERNANDEZ
COURT COORDINATOR
Phone (409) 765- 2688
Fax (409) 765-2689

Galveston County Justice Center
600 59th Street, Suite 4304
Galveston, Texas 77551
www co galveston tx us/405th/

GAIL JALUFKA
OFFICIAL COURT REPORTER
Phone (409) 765-2683
Fax (409) 765-2689

April 4, 2011

Honorable Mark Henry
County Judge
722 Moody
Galveston, Texas 77551

RE Drug Court Grant 2010 – Recommendation

Dear Judge Henry,

The Drug Court Committee met on March 11, 2011 to consider the drug court grant award for 2010 By unanimous vote, the Drug Court Committee recommends the Commissioner's Court decline the 2010 drug court grant award

Please do not hesitate to contact me at (409) 765-2688 should you have any questions

Sincerely,

WAYNE J MALLIA, Judge
405th Judicial District Court
Galveston County, Texas

AGENDA ITEM #15

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Freeman Mendell
Chief of Staff

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

April 12, 2011

Ms Judith Canales
USDA Rural Development
National Office Energy Branch
Attention Biorefinery Assistance Program
1400 Independence Avenue, SW
STOP 3225
Washington, DC 20250-3225

RE 2011 USDA 9003 Biorefinery Guaranteed Loan Application by TerraFuels LLC

Dear Ms Canales,

Galveston County, acting through its Commissioners' Court, is pleased to support TerraFuel's plans to develop a commercial biorefinery in Galveston County, Texas that is located adjacent to the Waste Management Coastal Plains Landfill This project will bring needed economic development and job creation to our county and to our state

We look forward to the construction and operation of this project in our region This project would reduce both municipal solid waste and demand for foreign oil by creating green gasoline out of biomass waste materials Therefore, we would appreciate positive consideration by the USDA's loan selection committee to facilitate providing a loan guarantee to TerraFuels

If you have any questions or need further information please feel free to contact me

Sincerely,

Mark Henry
County Judge

Depts/Commct/TerraFuel's Support Letter

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

AGENDA ITEM #16

PROPOSED BOARD PLACEMENT AS FOLLOWS

Investment Committee

Propose Appointing Bill Bandiga

Gulf Coast Workforce Development Board (H-GAC)

Propose Appointing Dorian Hughes

Natural Resources Advisory Committee (H-GAC)

Propose Appointing Xuerui "Jin" Ye to replace Bill Bandiga

William J. Bandiga, Jr. (Bill)

Bill Bandiga has been a resident of the area since 1989 and of Galveston County since 1992, moving to League City after completing his accounting degree at the University of Houston Clear Lake and serving as the president of the Accounting Association and a member of the honorary organization, Beta Alpha Psi

In his early career, Bill was a sales representative for Lifeline Systems, Inc , selling medical equipment to hospitals in Texas and Louisiana After five years with the company, Bill decided to pursue his interest in investing, completing the University of Houston's Certified Financial Planning training program and managing his personal portfolio for several years, then joining Morgan Stanley Dean Witter & Co as an investment advisor in 2000, where he earned his General Securities Representative (Series 7) license and insurance license

More recently, Bill has served as a principal manager of family business interests and investments in addition to serving in various capacities in the Galveston County election process, including the position of Central Counting Judge

Bill currently resides in League City with his wife of 23 years, Diane Bandiga

Xuerui "Jin" Ye

2108 Autumn Cove Drive, League City, TX 77573 Phone Number 540 315 1051 Email xye@vt edu

Qualification Highlights

- Engineering experience in consulting firm and municipal public works
- Design experience includes water treatment plant, industrial wastewater treatment system, wastewater collection system upgrades, hazardous waste site remediation, and land development
- Quick learner with ability to adapt to new challenges and seek solutions
- Ability to work independently or as part of a team
- Ability to communicate both orally and in writing with people in diverse work environments
- Written and oral fluency in Mandarin and Wu Chinese

Education

Masters: Civil Engineering, Virginia Tech, May 2009
Bachelor: Civil Engineering, Virginia Tech, 2004
Graduate Certificate: Treatment Process Engineering, Virginia Tech, May 2009

Certifications

ESRI Certificate ArcGIS Desktop I & II, 2009
Engineer-in-Training (E.I.T.) - Virginia, 2004

Computer Skills

AutoCAD
GIS ArcMap
MODFLOW
InfoWorks
Primavera Expedition & SureTrak
MS Project, Word, Excel, and PowerPoint

Professional Experience

Engineer, City of Houston Public Works & Engineering, Houston, TX
September 2009 – Present

- Serve as a graduate engineer in Planning & Development Services providing utility planning and analysis support

Environmental Engineer, Camp Dresser & McKee (CDM), Falls Church, Virginia
May 2006 – February 2009

- Served as a resident engineer at a 225 mgd design-build ozone disinfection water treatment plant and a 24 mgd design-build wastewater treatment facility
- Prepared Virginia's first set of water reuse design drawings, specifications, initial customer service agreement, and standards

Related Research Work

- Remedial Investigation and Feasibility Study
- Contaminant migration in groundwater and influence of electron acceptors in soil
- Petroleum Refining Plant Wastewater Control and Treatment System
- Analysis of Recovery and Reuse Applications for Membrane Treated Industrial Wastewater

Affiliations

Vice Chair, Water Reach Committee, Virginia Section AWWA 2008 – 2009
Chi Epsilon, National Civil Engineering Honor Society 2007- Present
Golden Key, International Honor Society 2007- Present

AGENDA ITEM #17

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
APR 04 2011
GALVESTON COUNTY JUDGE

April 1, 2011

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

RE. **Cause # 09TX0301**
CAD #2108-0000-0005-000
Has Not Been Approved By Commissioner's Court
Grantee: Robert Q. Staker

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 Bolivar – High Island 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 Cashier's Check #1602907630 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: Lots 5 & 6, Burton S/D, Galveston County, TX

LOCATION: Mom's Rd off Hwy 87, Crystal Beach

CAD ACCOUNT #:
2108-0000-0009-000

Land NHS 10,000.00
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 04/06/10

REDEMPTION EXPIRES: EXPIRED

CAUSE # 09TX0301

STYLED: County of Galveston vs. Florence M. Kane, et al.

DATE DEED RECORDED:
06/11/10

RECORDING REFERENCE:
2010028077

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $9,680.90

TAX RESALE INFORMATION

BID AMOUNT: 10,010.00

NAME OF BIDDER: Robert Q. Staker
518 Harbor Point Blvd.
Orlando, FL 32835

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) Robert STAKER
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties

CAD Property # 2108-0000-0005-000, described as follows

LOTS 5 & 6 BURTONS I D

MONS Rd OFF Hwy 87, CRYSTAL BEACH

(B) Bid Amount $ 10,010.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 1001.00, 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

Robert STAKER
* Bidder(s) printed name

Robert Staker
Bidder(s) Signature

PO Box 824
* Address

409-678-3159
Phone Number

BRIDGE CITY TX 77611
* City, State Zip Code

7-16-10
Date

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

[redacted]

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-CLICK HISTORY FOR VALUES

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
- Tax Code
- Calendar
- County Tax Rates
- Property Codes
- Links
- County Tax Office
- Forms
- GIS Map Viewer
- GIS Shape Files
- PDF Map Index
- 3D Aerial Photos
- Website Feedback Form
- 2010 Roll Zip File

Property Detail Sheet (R215514)

History | Plat Map | GIS Map | Datasheet

Owner Information

Owner ID	O210927
Owner Name	[redacted]
Owner Address	
Property Address	

Parcel Information

Legal Description	**ABST 179 PAGE 13 LOTS 5 & 6 BURTON SUB**
Neighborhood	**3755(3755 - Gulf Shores 1)**
Acreage	**0.229**
Cross Reference	**2108-0000-0005-000**
Undivided Interest	**100%**
Exemption Codes	
Entity Codes	**GGA (Galveston County)** **J01 (Galv College)** **RFL (Co Road & Flood)** **S10 (Galveston Isd)**
Deed Type	
Deed Book	
Deed Page	
Map Page	**177-D**

Click here to view your 2010 certified values and prior history

Land

ID	Type	SPTB	Acres	Market
Land1	RL (Residential Lot)	C1 (Real Vacant Plotted Lots/tracts)		*Unavailable*
Land2	RL (Residential Lot)	C1 (Real Vacant Plotted Lots/tracts)		*Unavailable*

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
[redacted]	ABST 179 PAGE 13 LOTS 5 & 6 BURTON SUB		Unavailable
		Entities	**Homestead Cap**
		GGA, J01, RFL, S10	N/A

Situs Address

Sales

Date	Volume	Page	Seller Name

History Information

	2010	2009	2008	2007
Imp HS	-	-	-	-
Imp NHS	-	-	-	-
Land HS	-	-	-	-
Land NHS	$10,000	$10,000	$10,000	$10,000
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$10,000	$10,000	$10,000	$10,000

Building Attributes

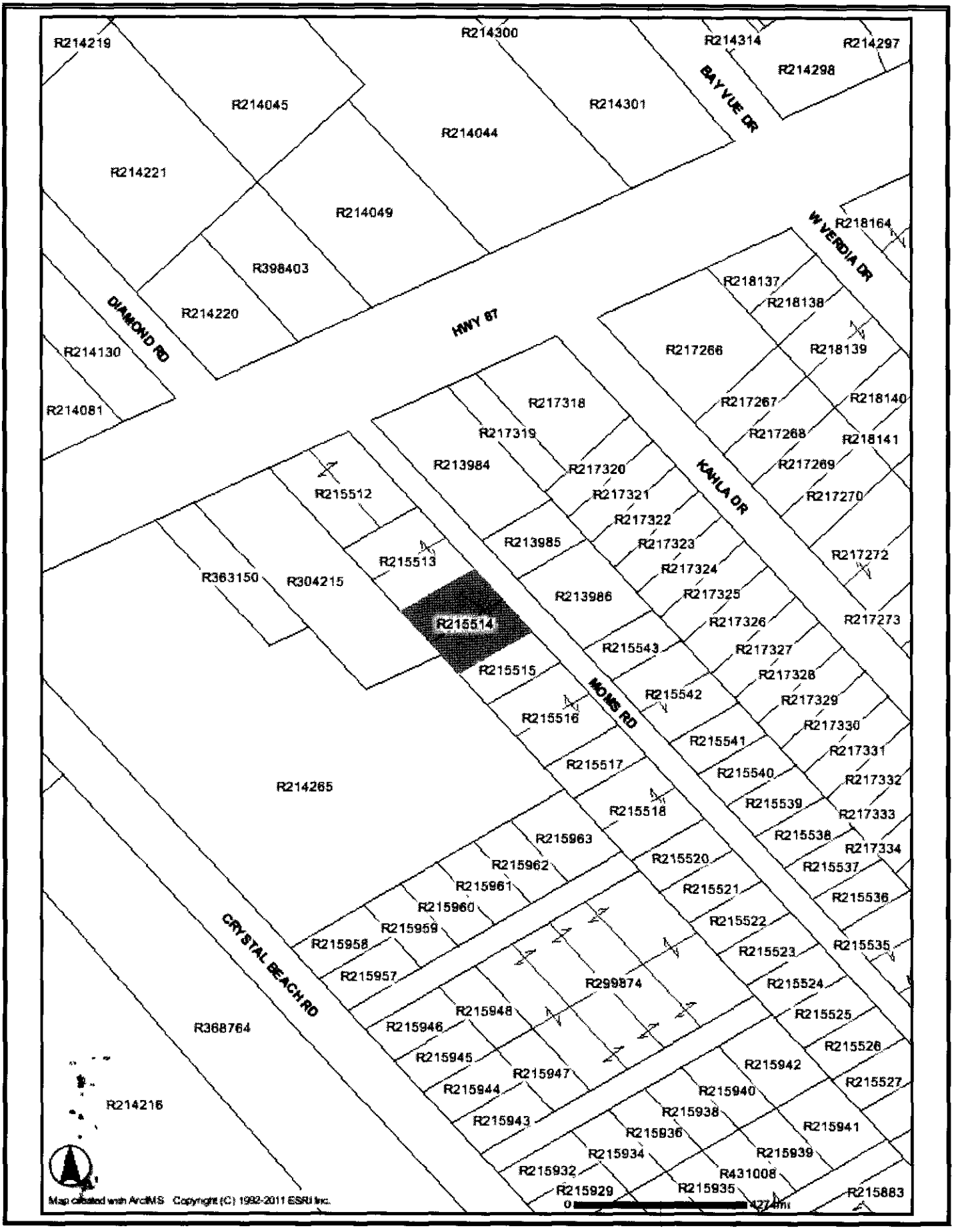
Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
C1	Residential Lot	5000F		
C1	Residential Lot	5000F		

Improvements

Type	Description	Area	Year Built	Eff Year	Value


R214219
R214300
R214314
R214297
R214298
BAY VUE DR
R214045
R214301
R214044
R214221
R214049
W VERDIA DR
R218164
R398403
R218137
R218138
DIAMOND RD
R214220
HWY 87
R214130
R217266
R218139
R214081
R217318
R217267
R218140
R217319
R217268
R218141
R213984
R217320
KAHLA DR
R215512
R217321
R217269
R217322
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R213985
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R363150
R304215
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MOMS RD
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R215959
R215535
R215958
R215523
CRYSTAL BEACH RD
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Map created with ArcIMS Copyright (C) 1992-2011 ESRI Inc.
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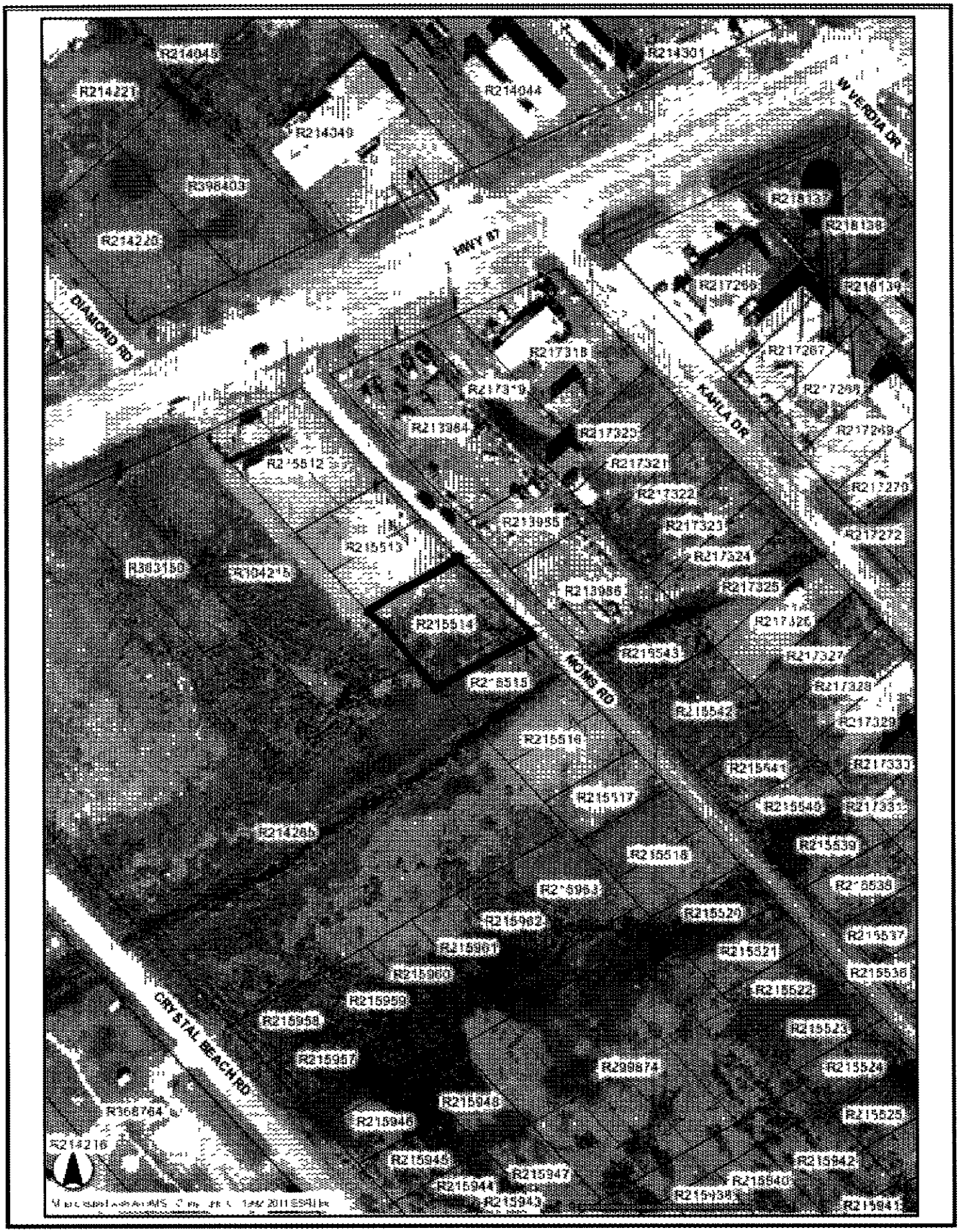
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R215957
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R214216
R368764
CRYSTAL BEACH RD

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **09TX0301** on the docket of the **122nd** District Court
COUNTY OF GALVESTON, ET AL VS. FLORENCE M. KANE, ET AL.

Property Account Number **2108-0000-0005-000**

Legal Description **LOTS FIVE (5) & SIX (6), BURTON SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 1431, PAGE 467 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on APRIL 6, 2010 for **$9,680.90**

Property Re-Sold to **ROBERT STAKER, 518 HARBOR POINT BLVD., ORLANDO, FL 32835** for **$10,010.00**

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)	$ 590 48	$ 590 48
(2) Reimbursement - Costs, Fees to "Galveston County Sheriffs Dept " (recording fee)	$ -	$ 20 00
(3) Attorney Ad Litem Fees to "Penny Pope" 1728 Ball, Galveston, TX 77550	$ 500 00	$ 500 00
(4) Court Costs to "Galveston County District Clerk"	$ 426 00	$ 426 00
(5) Title Search Fees to "Lyn Wingert & Associates"	$ 250 00	$ 250 00
(6) Reimbursement - Costs, Fees to "Galveston County" (resale advertising fees)	$ -	$ -
	$ 1,766 48	$ 1,786 48

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.264108250	$ 2,090.26	$ 2,171 90
to "GALVESTON ISD"	0 654853948	$ 5,182 78	$ 5,385 20
to "GALVESTON COLLEGE"	0 081037802	$ 641 37	$ 666 42
	Subtotal	$ 7,914 41	$ 8,223 52
2009 taxes not included	Grand Total	$ 9,680 89	$ 10,010 00

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

WACHOVIA
CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

64-7002
2611

1602907630

[redacted]

0000423

03/22/2011

WACHOVIA

Pay To The Order Of GALVESTON COUNTY CLERK

$ $28 00

*TWENTY EIGHT DOLLARS AND 00 CENTS

Dollars

Wachovia Bank, a division of Wells Fargo Bank, N A

Security Features Details on Back

ROBERT STAKER Lot S 46 Burton S/D

Remitter 2108-0000-0005-000 0

Authorized Signature

⑈1602907630⑈ ⑆261170025⑆ 5079900000916⑈

2011018523

4 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

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, **122nd** Judicial District in Cause Numbered **09TX0301** styled **"COUNTY OF GALVESTON, ET AL VS. FLORENCE M. KANE, ET AL."** the Sheriff of Galveston County, on FEBRUARY 17, 2010, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **APRIL 6, 2010**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **GALVESTON INDEPENDENT SCHOOL DISTRICT**, and **GALVESTON COLLEGE** for the sum of **NINE THOUSAND SIX HUNDRED EIGHTY AND 90/100 DOLLARS ($9,680.90)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **TEN THOUSAND TEN AND NO/100 DOLLARS ($10,010.00)**, and

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, GALVESTON INDEPENDENT SCHOOL DISTRICT**, and **GALVESTON COLLEGE** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT**, and **GALVESTON COLLEGE** 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 **TEN THOUSAND TEN AND NO/100 DOLLARS ($10,010.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **COUNTY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT, and GALVESTON COLLEGE, ("GRANTOR"),** have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **ROBERT STAKER**, of **518 Harbor Point Blvd., Orlando, FL 32835** ("GRANTEE"), the following described real property, to wit:

LOTS FIVE (5) & SIX (6), BURTON SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 1431, PAGE 467 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 12 day of April, 2011

COUNTY OF GALVESTON

By _____
County Judge of Galveston County, Texas

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 12 day of April, 2011

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

_____
NOTARY PUBLIC, in and for the State of Texas

Roxana G. Lewis
Printed or Typed Name of Notary

After recording return to:
Linebarger Goggan Blair & Sampson, LLP
P O Box 2789
Texas City, TX 77592-2789

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2011018523

April 12, 2011 02 24 39 PM
FEE $28 00
Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #18

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 2
Hitchcock Roadway Rehabilitation

Owner: Galveston County
Contractor: Lucas Construction Co., Inc.
Engineer: JNS Engineers LLC

Contract Number: 1049
Purchase Order Number: C011719
Bid Number: B101056

Work Being Changed

Over runs & Under runs on various quantities as shown on attached worksheet

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:	$1,055,414.50	Original Contract Time	100 Days
Net Change From Previous Change Orders:	$208,533.95	Net Change From Previous Change Orders:	0 Days
Contract Price Prior To This Change Order:	$1,263,948.45	Contract Time Prior To This Change Order:	100 Days
Net Increase/Decrease Of This Change Order:	$7,443.29	Net Increase/Decrease Of This Change Order:	60 Days
Contract Price With All Approved Change Orders:	$1,271,391.74	Contract Time With All Approved Change Orders:	160 Days

RECOMMENDED:

By: Mike Fitzgerald Date: 4-5-2011
By: Mike Fitzgerald, County Engineer

APPROVED:
County Of Galveston

By: Mark Henry Date: April 12, 2011
Mark Henry, County Judge

Attest: Dwight D. Sullivan
Dwight D. Sullivan, County Clerk

ACCEPTED.
Contractor

By: Dustin Johnson Date: 4/5/11
Contractor (Authorized Signature)

DUSTIN JOHNSON
Printed Name

WORKSHEET

CONTRACT CHANGE ORDER NO. 2

Owner	Galveston County	Change Order No.:	2
Project Name.	Roadway Rehabilitation for City of Hitchcock	Current Contract Amt.:	$1,263,948 45
Project No..	429-02	Contract Date:	July 20, 2010
Page			
Contractor	Lucas Construction Co., Inc.		
Date	March 31, 2011		

You are hereby requested to make the following changes in the above referenced contract.

ITEM NO.	DESCRIPTION OF CHANGES - QUANTITIES CHANGE IN COMPLETION SCHEDULE, ETC.		DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
(1)	(2)		(3)	(4)
DEDUCT ITEM				
3	1079 tons @ $71.00/ton of HMAC for 1 1/2" overlay		$ (76,609.00)	
10	Man Hole Adjusment - 4 Man Holes @ $400.00		$ (1,600.00)	
12	Concrete Driveway Removal for 1st section of project 210 SY @ $18.00/SY		$ (3,780.00)	
13	BNSF Fees not needed		$ (2,000.00)	
Total Decrease, this Change Order:		**-6.64%**	**$ (83,989.00)**	
ADD ITEM				
	Stabilized Subgrade for Greenwood 15,632 SY @ $4.95			$ 77,378.40
	Water Line Service Lead Repairs in Greenwood			$ 4,998.16
17	Base Repair (Remove) - Lazy Lane & Highland (300 SY @ $3.50/S'			$ 1,050.00
19	Base Repair (Replace) - Lazy Lane & Highland (300 SY @ $12 00/S			$ 3,600.00
	Remobilization for Lazy Lane/Highlands			$ 1,000.00
	Base Repair (Remove) - Second Street			$ 734.02
	Base Repair (Replace) - Second Street			$ 2,516.64
	Center Stripe - Second Street			$ 155.05
Total Increase, this Change Order:		**7.23%**		**$ 91,432.29**
Net Incr./(Decr.) in Contract Price, by this Change Order:		**0.59%**		**$ 7,443.29**

AGENDA ITEM #19

HALFF

March 25, 2011
Halff's Project Number (AVO) 27068

Mr. Mike Fitzgerald, PE
Galveston County
722 Moody, 1st Floor
Galveston, TX 77550

RE. Amendment Number 3

Dear Mr. Fitzgerald:

Our proposal for amendment number 3 for the Stewart Road project is $ 254,724.00. Please see exhibits "A" and "B" for the detail services provided

Original Amount	$771,478
Amendment Number 1	$ 5,000
Amendment Number 2	$ 64,000
Amendment Number 3	$254,724
Revised Contract	$1,095,202

Sincerely,

Maen Hourani, P E.
Project Manager
HALFF ASSOCIATES, INC.

By _____
Mark Henry
County Judge

_____
Dwight Sullivan
County Clerk

Date: 4/12/11

HALFF ASSOCIATES, INC
3 01 KIRBY DRIVE SUITE 860 TEL (713) 523 7 6 WWW.HALFF.COM
HOUSTON TX 77098-39 6 FAX (713) 523 4373

GALVESTON COUNTY BOND PROGRAM
Stewart Rd
City of Galveston
HALFF ASSOCIATES, INC
Exhibit "B"

TASK/DESCRIPTION	PROJECT MANAGER	MID-LEVEL DESIGN ENGINEER	Design Engineer	DRAINAGE ENGINEER	TRAFFIC ENGINEER	SURVEY MANAGER	SURVEY FIELD CREW	CADD / SURVEY TECH	ADMIN. ASSIST	TOTAL MAN-HOURS	SUB CONSULTANT COST	TOTAL COST FOR TASK (INCL MULT'S)
Billing Rates	$198 00	$92 00	$105 00	$95.00	$117 00	$135 58	$96.84	$82.64	$70 37			
Water Line design (8" or Less Water Plan View Only) (17 Design Sheets)	24		448					184		656		$66,998
Water Line Design (12" or Greater Water Plan and Profile) (8 Design Sheets)	24		192					88		304		$32,184
Review impact of Water Line adjustment to Traffic Control					40			40		80		$7,986
Review and adjust Plans and Construction Sequencing					24			32		56		$5,452
Review and adjust cross sections			24					8		32		$3,181
Recalculate Quantities and adjust construction cost estimate		16								16		$1,472
Coordination with Binkley Barfield & Utility Companies	16								8	24		$3,731
Coordination and Plan adjustment with the City of Galveston	24								8	32		$5,315
TOTAL HOURS	88	16	664		64			352	16	1,200		
Subtotal Engineering Fees												$126,319
Binkley Barfield (Utility Coordination)											$116,732	$128,405
TOTAL (FEES)	17,424 00	1,472 00	69,720 00		7,488 00			29,089 05	1,125 96			$254,724

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

Preliminary Services

Review existing materials and reports obtained from the City of Galveston and perform additional field investigations necessary to evaluate proposed Water line alignments. Utilize the existing SUE information in the development of design plans and a specification for this project which includes, but not limited to the following:

a) Existing survey data
b) Existing water and sewer Maps
c) Existing GIS data for the water and the sewer infrastructure
d) Existing detailed water/wastewater construction drawing sheets
e) As-built records
f) Galveston Water/Wastewater Main Appurtenances and Standards Manual (If Available).
g) Galveston Design Manual, and Policy and Procedures Manual (If Available)
h) Texas Commission on Environmental Quality (TCEQ) water/wastewater construction

Design Services

The following must be included as a minimum

a) Design and coordinate with other utility companies to ensure proper clearance for the proposed pipeline alignment (Work Carried out by Binkley Barfield)
b) Preparations of any special Storm Water Pollution Prevention Plan (SWP3) for the construction activities within the project limits consistent with City of Galveston guidelines
c) Preparation of construction drawings and technical specifications required for the water line project and Standard Bid Items and other applicable state and local regulations, requirements and guidelines

Final Design Deliverables

The Design Consultant shall prepare construction plans The plans shall be in conformance with all applicable Standards, Policies, Criteria, etc., adequate to advertise for construction bids Final deliverables shall include but not be limited to the following

d) Prepare final design plan/profile sheets
e) Prepare project layout control showing pertinent survey data on the plan/profile sheets and all pertinent construction notes
f) Finalize special design considerations and locations of appurtenances.
g) Finalize conduit plan/profile - Identify locations of all conflicts - Adjust horizontal and vertical alignment to optimize hydraulics, eliminate conflicts and maximize utility clearance
h) Finalize plan/profile for water relocations, other utility relocations and adjustments and identify special considerations and methods
i) Identify and specify pipe materials based on design criteria and soil types - design corresponding embedment requirements.
j) Storm water pollution prevention plan (SW3P) for the construction activities within the project limits.

Binkley & Barfield, Inc
consulting engineers
Texas Registration Number F-257

March 28, 2011

Mr. Maen Hourani, P E.
Project Manager
Halff Associates, Inc.
3701 Kirby Drive, Suite 860
Houston, Texas 77098-3916

Attention. Mr Maen Hourani, P E.

Re: Stewart Road from Cove View to 75th Street Utility Coordination, Galveston, TX

Dear Mr. Hourani

We appreciate the opportunity of submitting this proposal for utility coordination services associated with the above referenced project and we look forward to continuing to provide you with the service which you require

Utility Layout	*$20,054.00*
Public and Individual Meetings with Utilities	*$30,126 00*
Review of Utilities Proposed Adjustments	*$25,144 00*
Special Provision	*$10,476.00*
Utility Construction Phase Services & Observation	*$29,783 00*
Other Direct Expenses	*$1,148.75*
Total	***$116,731.75***

Based on the attached Cost Proposal, the cost for utility coordination tasks is $116,731 75. Again, we appreciate the opportunity of submitting this proposal and trust that our pricing is satisfactory. If you have any questions, please call me.

Sincerely,

BINKLEY & BARFIELD, INC.
Consulting Engineers

Joel Schramm, P.E.
Vice President – Transportation

JLS:kcc
Attachments Cost Proposal

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FEE SCHEDULE
BINKLEY and BARFIELD

PRIME PROVIDER NAME Binkley & Barfield, Inc
CONTRACT NUMBER.
PROJECT NAME Stewart Road from Cove View to 75th Street, Galveston, TX

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	Sr PROJECT ENGINEER	PROJECT ENGINEER	SR CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
UTILITY COORDINATION SCOPE OF WORK							
1 UTILITY LAYOUT							
a Obtain construction plans from Engineers				4		6	
b Develop utility contact list				4		4	
c Obtain utility as-built plans				4			
d Distribute construction plans to all utilities				2		24	
e Evaluate/review SUE plans (Including review of record drawings and field verification)			8	14		6	
f Determination of additional facilities not shown on SUE (Including review of record drawings and field verification)		4	8	14	12	6	
g. Develop construction conflict list and distribute to all utilities.		4	8	16		12	
h Obtain existing Franchise Agreements from City for all utility companies			2	16		6	
i Review utility comments of construction plans and forward to Engineer for revisions if necessary		4		16	12	4	
SUBTOTAL LABOR HOURS (1.)	0	12	26	90	24	68	0
SUBTOTAL COSTS (1.)							$ 20,054.00
2. PUBLIC AND INDIVIDUAL MEETINGS WITH UTILITIES							
a. Establish contact with all public utilities with facilities within the project limits				6		8	
b Schedule Initial Project Kick-off Meeting				6		8	
c Prepare Memorandum for Initial Project Kick-off Meeting			6	6		12	
d. Prepare agenda for Initial Project Kick-off Meeting		4	6	4		12	
e Attend Initial Project Meeting		4	8	24			
f Prepare Meeting Minutes and Actions Items from Initial Project Meeting			6	4		8	
g Schedule utility coordination meetings.				8		8	
h Attend utility coordination meetings.		16	16	64			
i. Prepare Meeting Minutes and Actions Items for each meeting			6	8		24	
j Develop Work Plan to include list of tasks and schedule		2	8	8	2	24	
SUBTOTAL LABOR HOURS (2.)	0	26	56	138	2	104	0
SUBTOTAL COSTS (2.)							$ 30,126.00
3 REVIEW OF UTILITIES' PROPOSED ADJUSTMENTS							
a Evaluate all utilities' proposed adjustments				24	3		
b Review Franchise Agreements and schedules of all utilities				24			
c Review plans for compliance with local and government municipalities and proposed location data		1	2	24			
d Establish a sequence of construction for all utility work		1	2	8		8	
e Obtain approvals for Traffic Control prior to commencement of work				8	8	8	
f Field verification and support.			10	105		70	
SUBTOTAL LABOR HOURS (3.)	0	2	14	193	11	86	0
SUBTOTAL COSTS (3.)							$ 25,144.00
4 SPECIAL PROVISION							
a Prepare Special Specifications and Provisions		12	48			36	
SUBTOTAL LABOR HOURS (4.)	0	12	48	0	0	36	0
SUBTOTAL COSTS (4.)							$ 10,476.00
5. UTILITY CONSTRUCTION PHASE SERVICES AND OBSERVATION		14	36	209		80	
SUBTOTAL LABOR HOURS (5.)	0	14	36	209	0	80	0
SUBTOTAL COSTS (5.)							$ 29,783.00
HOURS SUB-TOTALS	0	66	180	630	37	374	0
CONTRACT RATE PER HOUR	$ 230.00	$ 175.00	$ 128.00	$ 85.00	$ 115.00	$ 62.00	
TOTAL LABOR COSTS	$0.00	$11,550.00	$23,040.00	$53,550.00	$4,255.00	$23,188.00	$115,583.00

FEE SCHEDULE
BINKLEY and BARFIELD

PRIME PROVIDER NAME Binkley & Barfield, Inc.
CONTRACT NUMBER
PROJECT NAME Stewart Road from Cove View to 75th Street, Galveston, TX

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	Sr PROJECT ENGINEER	PROJECT ENGINEER	SR CADD OPERATOR	CLERICAL	TOTAL LABOR HRS & COSTS
DESCRIPTION							
OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT					
Mileage (# of miles) (current state rate)	750	$0.51					$382.50
Overnight Mail	16	$20.00					$320.00
Photocopies B/W (8.5 X 11)	275	$0.10					$27.50
Photocopies B/W (11 X 17)	500	$0.25					$125.00
Photocopies Color (8.5 X 11)	125	$0.75					$93.75
Photocopies Color (11 X 17)	100	$2.00					$200.00
SUBTOTAL DIRECT EXPENSES							$1,148.75

GRAND TOTAL	$116,731.75

k) Trench safety design plans if required for the construction.
l) Traffic control as required for construction activities within project limits
m) Prepare Texas Commission on Environmental Quality (TCEQ) report as required and obtain their approval.
n) Provide the required sets of final plans, specifications and bid item take-offs for the Preliminary Contract Bid Package development
o) Provide 35 sets of Construction Plans (blue line) and corresponding Bid Specifications as directed by the County Engineer

Contract Services

Provide the following contract services:

a) Prepare Special Provisions for use in Bid Specification documents
b) Prepare cost estimate and Bid Item tabulations
c) Deliver the original drawings and specifications with the postings to the County Engineer

Utility Coordination Services

Please see attached Scope of services from Binkley Barfield

AGENDA ITEM #20

Galveston County, Texas

Consideration of Budget Amendments for Tuesday, April 12, 2011

As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	11-069-0412-A	**Limited Tax Flood Control Bonds, Series 2009 C-1 & C-2** -Request to amend original budget amendment for various flood control projects.
2011	11-070-0412-B	**Unlimited Tax Road Bonds, Series 2009A–** Request to amend original budget amendment for various road projects.
2011	11-071-0412-C	**Community Services-Social Services** – Request to recognize and appropriate donation from Reliant Energy.

Approved by: _____

Ronald Shelby, Director of
Finance and Administration

Date: 4/6/11

AGENDA ITEM #20a

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Limited Tax Flood Control Bonds Ser 2009	Amendment No	11-069-0412-A
Date Submitted	April 1, 2011	(Assigned by Budget Office)	

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budgeting various flood control projects from the 2009 Limited Tax Flood Control Bonds, Series 2009

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 3370-Limited Tax Flood Control Bond Series '09: See Attached Spreadsheet	Line Item Various Flood Control Projects - See Attached Spreadsheet	$ 776,000	
TOTAL - Transfer Amount		$ 776,000	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 3370-Limited Tax Flood Control Bond Series '09 3370-000000-3531001	Line Item Designated for Capital Projects	$ 776,000	
TOTAL - Transfer Amount		$ 776,000	

ADDITIONAL INFORMATION

This budget request for the Limited Tax Flood Control Bonds, Series 2009 is to amend the original budget amendment BA 10-013-1021-B Approved October 21, 2009

Interest Revenue is calculated on an estimated 3 years at 0022%

Mike Fitzgerald 4-6-11

Departmental Authorization Date

Not Applicable Date

Human Resources Department

M C. 4/6/11

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 4/12/11

NOV 2008 FLOOD CONTROL BOND CANDIDATE
FINAL PROJECTS LIST

August 7 2008
Revised April 12 2011

Entity	Facility	Limits	Description	Previous County Bond Amount	Amendments 04/12/2011	New County Bond Amount
Galveston County	Clear Creek	N/A	Federal Flood Control Project, Clear and De-snag,high flow by passes or purchase land for regional detention, other drainage improvements in Clear Creek Watershed	$10,000,000	-$276,000	$9,724,000
Galveston County	Dickinson Bayou	1) Algoa Friendswood Road to I-45 and 2) at Brazoria county line or other locations in upper end of watershed	1) Clear & De-snag Dickinson Bayou paid for by FEMA and 2)Purchase of 500 acres for Regional Detention Basin, other drainage improvements in Dickinson Bayou	$2,800,000	-$500,000	$2,300,000
Galveston County	FM 646	27th to FM 517 in San Leon	Construct 6 storm sewer outfalls from FM 646 to Galveston Bay	$2,200,000	$0	$2,200,000
Totals				**$15,000,000**	**-$776,000**	**$14,224,000**

AGENDA ITEM #20b

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Unlimited Tax Road Bonds Series 2009	Amendment No 11-070-0412-B
Date Submitted	April 1, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budgeting various road projects from the Unlimited Tax Road Bonds, Series 2009

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No 3312-Unlimited Tax Road Bond Series '09: See Attached Spreadsheet	Line Item Various Road Projects - See Attached Spreadsheet	$ 4,850,700	____
TOTAL - Transfer Amount		4,850,700	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 3312-Unlimited Tax Road Bond Series '09 3312-000000-3531001	Line Item: Designated for Capital Projects	$ 4,850,700	____
TOTAL - Transfer Amount		4,850,700	

This budget request for the Unlimited Tax Road Bonds, Series 2009 - Fund 3312 is to amend the original budget amendment BA 10-002-1007-A Approved October 7, 2009

Interest Revenue is calculated on an estimated 2 years at 0022%

Mike Fitzgerald 4-6-11
Departmental Authorization Date

Not Applicable Date
Human Resources Department

4/16/11
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 4/12/11

NOV 2008 ROAD BOND CANDIDATE FINAL PROJECTS LIST

Division	Object	Entity	Facility	Limits	Original Bond Amount	Prior Amendments	Amendment 04/12/11	New Bond Amount
312111-Non County Roads	5731124	Bayou Vista	Dolphin Drive	Neptune Drive to the west end	$400,000			$400,000
312111-Non County Roads	5731125	Clear Lake Shores	Hanson Rd	FM 2094 to Kemah City Limits	$800,000		-$400,000	$400,000
312111-Non County Roads	5731126	Dickinson	Owens Drive	FM 517 to W Gum Bayou	$2,655,000			$2,655,000
312111-Non County Roads	5731127	Dickinson	Hughes Road	SH 3 to Humble Camp Road	$522,000			$522,000
312111-Non County Roads	5731116	Friendswood	FM 518	FM 518 / Downtown	$1,500,000			$1,500,000
312111-Non County Roads	5731128	Friendswood	Melody Lane	Fm 2351 to Pearland city limit	$4,200,000		-$292,000	$3,908,000
312111-Non County Roads	5731129	Friendswood	Sunnyview		$600,000		-$100,000	$500,000
312111-Non County Roads	5731130	Friendswood	Skyview		$600,000		-$100,000	$500,000
312111-Non County Roads	5731132	Galveston	Stewart Road-75th to Cove View St	75th St to Cove View St	$5,775,000			$5,775,000
312111-Non County Roads	5731133	Galveston	Stewart Road-Cove View to 7 mi	Cove View St to 7 Mile Road	$1,470,000			$1,470,000
312111-Non County Roads	5731134	Galveston	Stewart Road (re-aligned)	7 Mile Road to 7 1/2 Mile Road	$1,080,000			$1,080,000
312111-Non County Roads	5731135	Galveston	7 Mile Road (re-aligned)	FM 3005 to Stewart Road	$1,700,000		-$757,000	$943,000
312111-Non County Roads	5731136	Galveston	Ave H	59th to 61st	$1,763,000			$1,763,000
312112-County Road	5731137	Galveston County	Deats Road	GHHRR to FM 1266	$1,224,000			$1,224,000
312112-County Road	5731138	Galveston County	Lawrence Road	SH 96 to FM 2094	$3,510,000			$3,510,000
312112-County Road	5731139	Galveston County	Algoa Friendswood Road	SH 6 to FM 517	$4,158,000	-$104,300	-$1,107,500	$2,946,200
312112-County Road	5731140	Galveston County	Caroline	20th St to League City city limits	$1,116,000	-$190,000		$926,000
312112-County Road	5731141	Galveston County	Hughes Rd	I-45 west to League City/Dickinson city limits	$216,000			$216,000
312112-County Road	5731142	Galveston County	Jack Brooks Park		$2,000,000			$2,000,000

NOV 2008 ROAD BOND CANDIDATE FINAL PROJECTS LIST

Division	Object	Entity	Facility	Limits	Original Bond Amount	Prior Amendments	Amendment 04/12/11	New Bond Amount
312112-County Road	5731143	Galveston County	Grand Parkway		$2,000,000			$2,000,000
312112-County Road	5731144	Galveston County	Ft Travis Park		$326,000			$326,000
312112-County Road	5731011	Galveston County Pct #1	County Roads	Various locations	$1,530,000	-$180,000	-$130,000	$1,220,000
312112-County Road	5731012	Galveston County Pct #2	County Roads	Various locations	$780,000	$82,200	-$7,000	$855,200
312112-County Road	5731013	Galveston County Pct #3	County Roads	Various locations	$155,000			$155,000
312112-County Road	5731014	Galveston County Pct #4	County Roads	Various locations	$35,000		-$35,000	$0
312111-Non County Roads	5731146	Hitchcock	Blimp Base Blvd (Mecom Rd)	Highway 6 to Jay Road	$368,000	$12,100		$380,100
312111-Non County Roads	5731148	Hitchcock	Prairie-Jackson	FM 519 to Delany Road	$517,000			$517,000
312111-Non County Roads	5731149	Hitchcock	Neville Ave	FM 2004 to 4th Street	$0			$0
312111-Non County Roads	5731150	Hitchcock	Robinson Rd	FM 2004 to 2nd Street	$244,000			$244,000
312111-Non County Roads	5731152	Hitchcock	City Streets	Various locations	$152,000		-$22,500	$129,500
312111-Non County Roads	5731153	Jamaica Beach	Jamaica Beach Road		$111,000			$111,000
312111-Non County Roads	5731154	Jamaica Beach	Jamaica Cove Road		$134,000			$134,000
312111-Non County Roads	5731155	Jamaica Beach	Bob Smith Drive		$199,000		-$39,000	$160,000
312111-Non County Roads	5731159	Kemah	Hanson Rd Bypass		$714,000			$714,000
312111-Non County Roads	5731162	Kemah	City Streets	Various locations	$314,000			$314,000
312111-Non County Roads	5731163	La Marque	Cedar Dr	SH 3 to Vauthier	$3,000,000			$3,000,000
312111-Non County Roads	5731117	League City	Louisiana	FM 518 to Hewitt	$6,000,000			$6,000,000
312111-Non County Roads	5731608	League City	Calder Rd	I-45 to Irvin	$3,708,000		-$433,000	$3,275,000

NOV 2008 ROAD BOND CANDIDATE FINAL PROJECTS LIST

Division	Object	Entity	Facility	Limits	Original Bond Amount	Prior Amendments	Amendment 04/12/11	New Bond Amount
312111-Non County Roads	5731118	League City	FM 646-I45/S H 3	I-45 to S H 3	$2,600,000		-$1,000,000	$1,600,000
312111-Non County Roads	5731165	League City	Caroline	FM 646 to city limits	$216,000			$216,000
312111-Non County Roads	5731119	Santa Fe	FM 646-SH3/FM1764	SH 6 to FM 1764	$1,425,000	$500		$1,424,500
312111-Non County Roads	5731170	Santa Fe	City Streets	Various locations	$442,000	$10,500		$452,500
312111-Non County Roads	5731171	Texas City	Palmer Hwy	14th Street to Bay Street	$6,200,000			$6,200,000
312111-Non County Roads	5731172	Texas City	Century Blvd	South Point Blvd to SH 3	$1,003,000		-$403,700	$599,300
312111-Non County Roads	5731173	Texas City	6th St	Texas Ave to 11th Ave	$3,000,000			$3,000,000
312111-Non County Roads	5731174	Texas City	Amburn Rd	Jones Rd to Monticello	$3,620,000			$3,620,000
312111-Non County Roads	5731175	Texas City	FM 517	FM 3436 to SH 146	$245,000			$245,000
312111-Non	5731178	Tiki Island	City Streets	Various locations	$673,000		-$24,000	$649,000
312111-Non	5734306	San Leon	FM646 Storm Sewer	Storm Sewer	$0	$370,000	$0	$370,000
				Total	**$75,000,000**	**$0**	**-$4,850,700**	**$70,149,300**

AGENDA ITEM #20c

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Community Services-Social Services	Amendment No 10-071-0412-C
Date Submitted	April 5, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Wednesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budgeting request to recognize donation from Reliant Energy - CARE funds for $5,000

This budget amendment does increase the budget for FY 2010

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 2121-000040-4851019	Line Item Contribution - Reliant Energy	5,000	___
TOTAL - Transfer Amount		$5,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: 2121-443141-5421304	Line Item Summer Relief	5,000	___
TOTAL - Transfer Amount		$5,000	

Budget amendment is requested to recognize and appropriate $5,000 donation received from Reliant Energy This donation is from the CARE funds which is to be used for the purpose of assisting Reliant Energy customers in paying their electric bills Prior to approval, there was $870 available in the Fund 2121 - Donations to Galveston County

Lanny Brown by Linda O'Dom 4/6/11

Departmental Authorization Date

N/A Date

Human Resources Department

4/6/11

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 4/12/11

Reliant Energy.
an NRG Energy Company

March 31, 2011

Galveston County Social Services
Attn: Curtiss Brown, Director
722 Moody St. 5th Floor
Galveston, Texas 77550

Dear Mr Brown:

Reliant Energy is pleased to provide CARE funds to *Galveston County Social Services* in 2011 for the purpose of assisting Reliant Energy customers in paying their electricity bills. Enclosed is a check in the amount of $5,000.00 per our Letter of Agreement.

Also enclosed are the two forms that will need to be completed at the end of each month and sent to Reliant either by email or fax; one is a copy of the monthly report form that will help both you and Reliant track how the funds are being distributed, the second form will be used to report who received those funds each month.

We look forward to working with you in helping those who need that extra assistance in keeping their lights on

If you have any questions or concerns, feel free to call me at 713-537-2164 or email at mwhite@reliant.com.

Sincerely,

Misty White
Manager, Corporate Charitable Giving

AGENDA ITEM #21

Item # 21

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

April 6, 2011

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

Re: Bid #B111036, Road & Parking Improvements at Ft. Travis Park

Gentlemen,

On March 31, 2010 bids were opened for Bid #B111036, Road & Parking Improvements at Ft Travis Park, at which time four (4) bids were received. The lowest responsible bid was received from RW Lucas Construction, LLC in the amount of $759,099.20.

The County Engineer and I recommend that you award this bid to RW Lucas Construction, LLC.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

McCullough, Darla

From: Fitzgerald, Mike
Sent: Tuesday, April 05, 2011 9 45 AM
To: Crowder, Rufus, Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, Ken Clark (clarkken@juno com), Grady, Patricia, Lewis, Roxann, Lopez, Renelle, Gilliam, Cindy, Mabry, Celia-Frances, McCullough, Darla, Robertson, Elizabeth, Harris, Dennis, Hansen, Anthony
Subject: Bid for Ft Travis Road and Parking Improvements
Attachments. Finalf Bid Tab xls

Attached is the bid tabulation for the Ft Travis Road and Parking Improvements It is my recommendation that the project be awarded to the low responsible bidder, R W Lucas Construction, for the base bid and alternate no 1 and alternate no 5

Base Bid- $723,661 20
Alt 1(water lines replacement)-$28,440 00
Alt 5(stainless steel park gates)-$6998 00

Total $759,099 20

The following funds are available for this project
2008 Road Bonds- $325,500
200 Road Bonds $472,245

Total- $797,445

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT TRAVIS PARK

PREPARED BY ROD SHAUT | **BID OPENING DATE MARCH 31,2011, 2 00 P M** | **March 31, 2011**

BASE BID				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste C Houston, Tx 77064	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	PREPARING RIGHT OF WAY	STA	48 1	$500 00	$24,050 00	$220 00	$10,582 00	$500 00	$24,050 00	$520 00	$25,012 00
2	EXCAVATION (ROADWAY)	C Y	2,036	$5 00	$10,180 00	$10 00	$20,360 00	$10 00	$20,360 00	$11 00	$22,396 00
3	CEMENT TREATED SUBGRADE (6")(DENS CTRL)	S Y	13,368	$3 00	$40,104 00	$3 75	$50,130 00	$3 50	$46,788 00	$3 20	$42,777 60
4	CEMENT	TON	268	$150 00	$40,200 00	$192 00	$51,456 00	$120 00	$32,160 00	$130 00	$34,840 00
5	REINFORCED CONCRETE PAVEMENT (7")	S Y	12,264	$34 65	$424,947 60	$35 50	$435,372 00	$39 00	$478,296 00	$43 00	$527,352 00
6	STRUCTURAL EXCAVATION	C Y	65	$5 00	$325 00	$30 00	$1,950 00	$14 00	$910 00	$10 00	$650 00
7	CEMENT STABILIZED SAND BACKFILL	C Y	31	$35 00	$1,085 00	$60 00	$1,860 00	$43 00	$1,333 00	$70 00	$2,170 00
8	REINFORCED CONCRETE PIPE (12")(CL III)	L F	224	$26 00	$5,824 00	$27 50	$6,160 00	$18 00	$4,032 00	$51 00	$11,424 00
9	REINFORCED CONCRETE PIPE (18")(CL III)	L F	16	$36 00	$576 00	$50 00	$800 00	$22 00	$352 00	$59 00	$944 00
10	REINFORCED CONCRETE PIPE (24")(CL III)	L F	16	$46 00	$736 00	$62 50	$1,000 00	$26 00	$416 00	$65 00	$1,040 00
11	PVC PIPE (12")(SCH 40)	L F	50	$26 00	$1,300 00	$25 00	$1,250 00	$35 00	$1,750 00	$35 00	$1,750 00
12	SAFETY END TREATMENT (TY II)(RCP)(12")	EA	18	$500 00	$9,000 00	$1,250 00	$22,500 00	$650 00	$11,700 00	$600 00	$10,800 00
13	SAFETY END TREATMENT (TY II)(RCP)(18")	EA	1	$600 00	$600 00	$1,875 00	$1,875 00	$850 00	$850 00	$580 00	$580 00

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste C Houston, Tx 77064	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
14	SAFETY END TREATMENT (TY II)(RCP)(24")	EA	1	$800 00	$800 00	$2,000 00	$2,000 00	$1,250 00	$1,250 00	$1,000 00	$1,000 00
15	CLEAN EXISTING CULVERT	EA	2	$500 00	$1,000 00	$125 00	$250 00	$850 00	$1,700 00	$900 00	$1,800 00
16	MOBILIZATION (5% MAX)	L S	1	$36,000 00	$36,000 00	$38,000 00	$38,000 00	$45,000 00	$45,000 00	$41,000 00	$41,000 00
17	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	$2,000 00	$16,000 00	$430 00	$3,440 00	$800 00	$6,400 00	$500 00	$4,000 00
18	4" CONCRETE CURB	LF	2,230	$3 00	$6,690 00	$5 00	$11,150 00	$4 00	$8,920 00	$3 70	$8,251 00
19	CONCRETE SIDEWALK	S Y	652	$35 00	$22,820 00	$38 00	$24,776 00	$50 00	$32,600 00	$82 00	$53,464 00
20	SEEDING FOR EROSION CONTROL	AC	6	$1,250 00	$7,500 00	$1,375 00	$8,250 00	$1,220 00	$7,320 00	$1,300 00	$7,800 00
21	SMALL ROADSIDE SIGN ASSEMBLY	EA	27	$400 00	$10,800 00	$300 00	$8,100 00	$270 00	$7,290 00	$400 00	$10,800 00
22	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	LF	7,457	$0 40	$2,982 80	$1 00	$7,457 00	$0 80	$5,965 60	$0 70	$5,219 90
23	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(YELL)	L F	7,732	$0 40	$3,092 80	$1 25	$9,665 00	$0 80	$6,185 60	$0 70	$5,412 40
24	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L F	441	$2 00	$882 00	$2 00	$882 00	$2 70	$1,190 70	$1 50	$661 50
25	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(YELL)	L F	210	$2 00	$420 00	$2 00	$420 00	$2 70	$567 00	$1 50	$315 00
26	REFLECTORIZED PAVEMENT MARKING (TY I)(12")(WH)	L F	84	$4 00	$336 00	$2 75	$231 00	$6 30	$529 20	$2 40	$201 60

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste C Houston, Tx. 77064	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
27	PREFABRICATED PAVEMENT MARKING (HANDICAP SYM)	EA	5	$100 00	$500 00	$175 00	$875 00	$277 00	$1,385 00	$160 00	$800 00
28	RAISED PAVEMENT MARKER TY I-C (40' C-C)	EA	182	$5 00	$910 00	$5 00	$910 00	$4 20	$764 40	$4 00	$728 00
29	RAISED PAVEMENT MARKER TY II-A-A (20' C-C)	EA	464	$5 00	$2,320 00	$5 00	$2,320 00	$4 20	$1,948 80	$4 00	$1,856 00
30	REPL EXIST SECURITY GATE COMPLETE-IN-PLACE	EA	2	$4,000 00	$8,000 00	$5,000 00	$10,000 00	$5,000 00	$10,000 00	$5,000 00	$10,000 00
31	UPGRADE EXIST SECURITY GATE CONTROLS COMPLETE-IN-PLACE	EA	1	$15,000 00	$15,000 00	$15,000 00	$15,000 00	$15,000 00	$15,000 00	$15,000 00	$15,000 00
32	RELOCATE TREE	EA	1	$500 00	$500 00	$1,250 00	$1,250 00	$500 00	$500 00	$900 00	$900 00
33	SPEED HUMP COMPLETE-IN-PLACE	EA	2	$1,200 00	$2,400 00	$3,125 00	$6,250 00	$2,000 00	$4,000 00	$1,000 00	$2,000 00
34	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L F	396	$10 00	$3,960 00	$7 50	$2,970 00	$12 00	$4,752 00	$23 80	$9,424 80
35	ACCESS GATE COMPLETE-IN-PLACE	EA	2	$2,000 00	$4,000 00	$6,875 00	$13,750 00	$4,000 00	$8,000 00	$5,000 00	$10,000 00
36	RELOCATE EXIST AREA LIGHT COMPLETE-IN-PLACE	EA	1	$1,000 00	$1,000 00	$6,250 00	$6,250 00	$4,500 00	$4,500 00	$5,000 00	$5,000 00
37	CLEAN EXISTING INLET	EA	2	$250 00	$500 00	$125 00	$250 00	$250 00	$500 00	$200 00	$400 00
38	AREA INLET COMPLETE-IN-PLACE	EA	2	$1,000 00	$2,000 00	$1,500 00	$3,000 00	$1,650 00	$3,300 00	$1,800 00	$3,600 00
39	WHEEL STOPS COMPLETE-IN-PLACE	EA	30	$40 00	$1,200 00	$50 00	$1,500 00	$56 00	$1,680 00	$42 00	$1,260 00

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc. 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste C Houston, Tx 77064	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
40	LOWER EXIST 2" WATERLINE (SCH 40 PVC)	L F	260	$12 00	$3,120 00	$12 50	$3,250 00	$6 30	$1,638 00	$25 00	$6,500 00
41	INTERPRETIVE SIGN	EA	10	$1,000 00	$10,000 00	$1,000 00	$10,000 00	$1,000 00	$10,000 00	$1,000 00	$10,000 00
	SUBTOTAL BASE BID				**$723,661.20**		**$797,491.00**		**$815,883.30**		**$899,129.80**

ADDITIVE ALTERNATE No. 1 REPLACE PARK WATERLINES				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste C Houston, Tx 77064	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
42	HOT TAP TIE NEW 2" WATERLINE TO EXIST WATERLINE w/NEW 2" BRASS GATE VALVE & BOX	EA	1	$3,000 00	$3,000 00	$1,875 00	$1,875 00	$425 00	$425 00	$2,500 00	$2,500 00
43	2" WATERLINE & APPURTENANCES COMPL - IN-PLACE (SCH 40 PVC)	L F	2,120	$12 00	$25,440 00	$8 75	$18,550 00	$6 30	$13,356 00	$6 00	$12,720 00
	TOTAL ADDITIVE ALTERNATE No. 1				**$28,440 00**		**$20,425.00**		**$13,781 00**		**$15,220.00**

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT				**RW Lucas Construction** **551C league City Pkwy** **League City, Tx 77573**		**Charnock & Company** **1140 Sailfish** **Hitchcock, Tx 77563**		**AAA Asphalt Paving Inc** **10526 Tanner Rd** **Houston, Tx 77041**		**James Construction Group** **11603 Windfern, Ste C** **Houston, Tx 77064**	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
44	EXCAVATION (ROADWAY)	C Y	113	$5 00	$565 00	$15 00	$1,695 00	$10 00	$1,130 00	$11 00	$1,243 00
45	FLEXIBLE BASE (TY A)(GR 1) (DENS CTRL)(6")	S Y	2,583	$12 00	$30,996 00	$15 00	$38,745 00	$16 25	$41,973 75	$18 00	$46,494 00
46	CEMENT TREATED SUBGRADE (6")(DENS CTRL)	S Y	271	$3 00	$813 00	$4 00	$1,084 00	$3 50	$948 50	$3 20	$867 20
47	CEMENT	TON	6	$150 00	$900 00	$200 00	$1,200 00	$120 00	$720 00	$130 00	$780 00
48	REINFORCED CONCRETE PAVEMENT (7")	S Y	232	$34 65	$8,038 80	$35 50	$8,236 00	$39 00	$9,048 00	$43 00	$9,976 00
49	STRUCTURAL EXCAVATION	C Y	30	$5 00	$150 00	$35 00	$1,050 00	$15 00	$450 00	$10 00	$300 00
50	CEMENT STABILIZED SAND BACKFILL	C Y	14	$35 00	$490 00	$62 00	$868 00	$43 00	$602 00	$70 00	$980 00
51	REINFORCED CONCRETE PIPE (12")(CL III)	L F	124	$26 00	$3,224 00	$27 50	$3,410 00	$18 00	$2,232 00	$75 00	$9,300 00
52	4" CONCRETE CURB	L F	131	$3 00	$393 00	$5 00	$655 00	$4 50	$589 50	$3 70	$484 70
53	CONCRETE SIDEWALK	S Y	220	$35 00	$7,700 00	$38 00	$8,360 00	$47 00	$10,340 00	$57 00	$12,540 00
54	SMALL ROADSIDE SIGN ASSEMBLY	EA	6	$400 00	$2,400 00	$400 00	$2,400 00	$270 00	$1,620 00	$400 00	$2,400 00
55	REFL PAVEMENT MKG (TY I) (8")(WH)	L F	168	$2 00	$336 00	$2 00	$336 00	$3 00	$504 00	$1 50	$252 00
56	PREFABRICATED PAVEMENT MARKING (HANDICAP SYM)	EA	4	$100 00	$400 00	$187 50	$750 00	$280 00	$1,120 00	$160 00	$640 00

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste C Houston, Tx 77064	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
57	GRASSCRETE PAVEMENT COMPLETE-IN-PLACE	S Y	2486	$65 00	$161,590 00	$80 00	$198,880 00	$72 00	$178,992 00	$62 00	$154,132 00
58	WHEELSTOPS COMPLETE-IN-PLACE	EA	67	$40 00	$2,680 00	$50 00	$3,350 00	$56 00	$3,752 00	$42 00	$2,814 00
	TOTAL ADDITIVE ALTERNATE No. 2				**$220,675.80**		**$271,019.00**		**$254,021.75**		**$243,202.90**

ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste C Houston, Tx 77064	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
59	EXCAVATION (ROADWAY)	C Y	431	$5 00	$2,155 00	$10 00	$4,310 00	$15 00	$6,465 00	$11 00	$4,741 00
60	CEMENT TREATED SUBGRADE (6")(DENS CTRL)	S Y	2,679	$3 00	$8,037 00	$6 00	$16,074 00	$4 50	$12,055 50	$3 20	$8,572 80
61	CEMENT	TON	54	$150 00	$8,100 00	$200 00	$10,800 00	$120 00	$6,480 00	$130 00	$7,020 00
62	REINFORCED CONCRETE PAVEMENT (7")	S Y	2,587	$34 65	$89,639 55	$35 50	$91,838 50	$39 00	$100,893 00	$43 00	$111,241 00
63	STRUCTURAL EXCAVATION	C Y	44	$5 00	$220 00	$35 00	$1,540 00	$14 00	$616 00	$10 00	$440 00
64	CEMENT STABILIZED SAND BACKFILL	C Y	20	$35 00	$700 00	$62 50	$1,250 00	$43 00	$860 00	$70 00	$1,400 00
65	REINFORCED CONCRETE PIPE (12")(CL III)	L F	184	$26 00	$4,784 00	$27 50	$5,060 00	$18 00	$3,312 00	$51 00	$9,384 00
66	INLET (COMPLETE)(TY B)	EA	1	$1,000 00	$1,000 00	$1,500 00	$1,500 00	$2,465 00	$2,465 00	$2,200 00	$2,200 00
67	4" CONCRETE CURB	L F	246	$3 00	$738 00	$5 00	$1,230 00	$4 50	$1,107 00	$3 70	$910 20
68	WHEELSTOPS COMPLETE-IN-PLACE	EA	9	$40 00	$360 00	$50 00	$450 00	$56 00	$504 00	$42 00	$378 00
69	4" UTILITY SLEEVES	L F	108	$10 00	$1,080 00	$6 25	$675 00	$12 00	$1,296 00	$23 80	$2,570 40

COMPLETE-IN-PLACE

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT TRAVIS PARK

ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste. C Houston, Tx 77064	
70	ACCESS GATE COMPLETE-IN-PLACE	EA	1	$3,000 00	$3,000 00	$6,875 00	$6,875 00	$4,500 00	$4,500 00	$2,500 00	$2,500 00
TOTAL ADDITIVE ALTERNATE No. 3					**$119,813 55**		**$141,602.50**		**$140,553 50**		**$151,357.40**

ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E				RW Lucas Construction 551C league City Pkwy League City, Tx 77573		Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041		James Construction Group 11603 Windfern, Ste C Houston, Tx 77064	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
71	EXCAVATION (ROADWAY)	C Y	398	$5 00	$1,990 00	$10 00	$3,980 00	$14 00	$5,572 00	$11 00	$4,378 00
72	CEMENT TREATED SUBGRADE (6")(DENS CTRL)	S Y	2,555	$3 00	$7,665 00	$5 00	$12,775 00	$3 50	$8,942 50	$3 20	$8,176 00
73	CEMENT	TON	51	$150 00	$7,650 00	$200 00	$10,200 00	$120 00	$6,120 00	$130 00	$6,630 00
74	REINFORCEDN CONCRETE PAVEMENT (7")	S Y	2,392	$34 65	$82,882 80	$35 50	$84,916 00	$39 00	$93,288 00	$43 00	$102,856 00
75	4" CONCRETE CURB	L F	185	$3 00	$555 00	$5 00	$925 00	$4 50	$832 50	$3 70	$684 50
76	CONCRETE SIDEWALK	S Y	354	$35 00	$12,390 00	$40 00	$14,160 00	$46 50	$16,461 00	$56 38	$19,958 52
77	SMALL ROADSIDE SIGN ASSEMBLY	EA	6	$400 00	$2,400 00	$300 00	$1,800 00	$270 00	$1,620 00	$400 00	$2,400 00
78	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	LF	1,245	$0 40	$498 00	$1 00	$1,245 00	$0 80	$996 00	$0 70	$871 50
79	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L F	217	$2 00	$434 00	$2 00	$434 00	$2 70	$585 90	$1 50	$325 50
80	PREFABRICATED PAVEMENT MARKING (HANDICAP SYM)	EA	5	$100 00	$500 00	$200 00	$1,000 00	$280 00	$1,400 00	$160 00	$800 00
81	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L F	114	$20 00	$2,280 00	$7 50	$855 00	$12 00	$1,368 00	$23 80	$2,713 20
82	WHEELSTOPS COMPLETE-IN-PLACE	EA	55	$40 00	$2,200 00	$50 00	$2,750 00	$56 00	$3,080 00	$42 00	$2,310 00
TOTAL ADDITIVE ALTERNATE No. 4					**$121,444.80**		**$135,040 00**		**$140,265.90**		**$152,103.22**

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 5 ADDITIONAL COST FOR STAINLESS STEEL GATES				**RW Lucas Construction** **551C league City Pkwy** **League City, Tx 77573**		**Charnock & Company** **1140 Sailfish** **Hitchcock, Tx 77563**		**AAA Asphalt Paving Inc** **10526 Tanner Rd** **Houston, Tx. 77041**		**James Construction Group** **11603 Windfern, Ste C** **Houston, Tx 77064**	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
83	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 30	EA	2	$2,000 00	$4,000 00	$500 00	$1,000 00	$20,000 00	$40,000 00	$3,000 00	$6,000 00
84	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 35	EA	2	$1,000 00	$2,000 00	$500 00	$1,000 00	$17,750 00	$35,500 00	$3,000 00	$6,000 00
85	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 70	EA	1	$998 00	$998 00	$500 00	$500 00	$17,750 00	$17,750 00	$3,000 00	$3,000 00
TOTAL ADDITIVE ALTERNATE No. 5					**$6,998.00**		**$2,500.00**		**$93,250.00**		**$15,000.00**

SUPPLEMENTAL ITEMS TO BE USED ONLY WHEN DIRECTED BY THE ENGINEER				**RW Lucas Construction** **551C league City Pkwy** **League City, Tx 77573**		**Charnock & Company** **1140 Sailfish** **Hitchcock, Tx 77563**		**AAA Asphalt Paving Inc** **10526 Tanner Rd** **Houston, Tx 77041**		**James Construction Group** **11603 Windfern, Ste. C** **Houston, Tx 77064**	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
86	ADJUST EXIST. 4" SANITARY SEWER, COMPLETE-IN-PLACE (PVC)	L.F.	1,100	$16.23	$17,853.00	$25.00	$27,500.00	$12.00	$13,200.00	$10.50	$11,550.00
87	ADJUST EXIST 6" SANITARY SEWER, COMPLETE-IN-PLACE (PVC)	L F	1,100	$18 24	$20,064 00	$30 00	$33,000 00	$14 00	$15,400 00	$12 80	$14,080 00
88	EXCAVATE, EXPOSE & BACKFILL EXIST SANITARY SEWER	EA	1	$3,000 00	$3,000 00	$3,000 00	$3,000 00	$3,000 00	$3,000 00	$3,000 00	$3,000 00

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111036 - ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

SUMMARY	RW Lucas Construction 551C league City Pkwy League City, Tx 77573	Charnock & Company 1140 Sailfish Hitchcock, Tx 77563	AAA Asphalt Paving Inc 10526 Tanner Rd Houston, Tx 77041	James Construction Group 11603 Windfern, Ste C Houston, Tx 77064
BASE BID	$723,661.20	$797,491.00	$815,883.30	$899,129.80
ADD ALT No 1 - REPLACE PARK WATERLINES	$28,440.00	$20,425.00	$13,781 00	$15,220.00
ADD ALT No 2 - GRASSCRETE PARKING LOT	$220,675.80	$271,019.00	$254,021 75	$243,202.90
ADD ALT No 3 - MAINTENANCE YARD PARKING LOT	$119,813.55	$141,602.50	$140,553.50	$151,357.40
ADD ALT No 4 - PARKING LOTS ON ROADWAYS A, C & E	$121,444.80	$135,040.00	$140,265.90	$152,103.22
ADD ALT No 5 - ADDITIONAL COSTS FOR STAINLESS STEEL GATES	$6,998.00	$2,500.00	$93,250.00	$15,000.00

COPY

BID NUMBER: **B111036**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

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

BIDDER	RW Lucas Construction, LLC
SIGNATURE	
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	March 31, 2011
TAX I.D. No.	27-3076189

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	100	PREPARING RIGHT OF WAY	STA	48.10	Five hundred DOLLARS AND no CENTS	$500 00	$24,050 00
2	110	EXCAVATION (ROADWAY)	CY.	2,036	Five DOLLARS AND no CENTS	$5 00	$10,180 00
3	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y	13,368	Three DOLLARS AND no CENTS	$3 00	$40,104 00
4	275	CEMENT	TON	268	One hundred fifty DOLLARS AND no CENTS	$150 00	$40,200 00
5	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y.	12,264	Thirty Four DOLLARS AND sixty five CENTS	$34 65	$424,947 60
6	400	STRUCTURAL EXCAVATION	CY	65	Five DOLLARS AND no CENTS	$5 00	$325 00
7	400	CEMENT STABILIZED SAND BACKFILL	CY.	31	Thirty five DOLLARS AND no CENTS	$35 00	$1,085 00
8	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L F.	224	Twenty six DOLLARS AND no CENTS	$26 00	$5,824 00
9	464	REINFORCED CONCRETE PIPE (18")(CL. III)	L F	16	Thirty six DOLLARS AND no CENTS	$36 00	$576 00
10	464	REINFORCED CONCRETE PIPE (24")(CL. III)	L F	16	Forty six DOLLARS AND no CENTS	$46 00	$736 00
11	481 (GC)	PVC PIPE (12") (SCH. 40)	L F	50	Twenty six DOLLARS AND no CENTS	$26 00	$1,300 00

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BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
12	467	SAFETY END TREATMENT (TY. II)(RCP)(12")	EA.	18	Five hundred DOLLARS AND no CENTS	$500 00	$9,000 00
13	467	SAFETY END TREATMENT (TY II)(RCP)(18")	EA.	1	Six hundred DOLLARS AND no CENTS	$600 00	$600 00
14	467	SAFETY END TREATMENT (TY. II)(RCP)(24")	EA	1	Eight hundred DOLLARS AND no CENTS	$800 00	$800 00
15	480	CLEAN EXISTING CULVERT	EA	2	Five hundred DOLLARS AND no CENTS	$500 00	$1,000 00
16	500	MOBILIZATION (5 % MAXIMUM)	L.S	1	Thirty six thousand DOLLARS AND no CENTS	$36,000 00	$36,000 00
17	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	Mo.	8	Two thousand DOLLARS AND no CENTS	$2,000 00	$16,000 00
18	529	4" CONCRETE CURB	LF.	2,230	Three DOLLARS AND no CENTS	$3 00	$6,690 00
19	531	CONCRETE SIDEWALK	S.Y.	652	Thirty five DOLLARS AND no CENTS	$35 00	$22,820 00
20	164 GC	SEEDING FOR EROSION CONTROL	AC	6	One thousand two hundred fifty DOLLARS AND no CENTS	$1,250 00	$7,500 00
21	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	27	Four hundred DOLLARS AND no CENTS	$400 00	$10,800 00
22	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L.F	7,457	Zero DOLLARS AND forty CENTS	$0 40	$2,982 80
23	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(YELL)	L.F	7,732	Zero DOLLARS AND forty CENTS	$0 40	$3,092 80

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F.	441	Two DOLLARS AND no CENTS	$2 00	$882 00
25	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(YELL)	L.F.	210	Two DOLLARS AND no CENTS	$2 00	$420 00
26	666	REFLECTORIZED PAVEMENT MARKING (TY I)(12")(WH)	L.F.	84	Four DOLLARS AND no CENTS	$4 00	$336 00
27	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	5	One hundred DOLLARS AND no CENTS	$100 00	$500 00
28	672	RAISED PAVEMENT MARKER TY. I-C (40' C-C)	EA.	182	Five DOLLARS AND no CENTS	$5 00	$910 00
29	672	RAISED PAVEMENT MARKER TY. II-A-A (20' C-C)	EA.	464	Five DOLLARS AND no CENTS	$5 00	$2,320 00
30	SPEC. ITEM	REPL. EXIST. SECURITY GATE COMPLETE-IN-PLACE	EA.	2	Four thousand DOLLARS AND no CENTS	$4,000 00	$8,000 00
31	SPEC. ITEM	UPGRADE EXIST. SECURITY GATE CONTROLS, COMPLETE-IN-PLACE	EA.	1	**ALLOWANCE**	$15,000 00	$15,000.00
32	SPEC. ITEM	RELOCATE TREE	EA.	1	Five hundred DOLLARS AND no CENTS	$500 00	$500 00
33	SPEC. ITEM	SPEED HUMP COMPLETE-IN-PLACE	EA.	2	One thousand two hundred DOLLARS AND no CENTS	$1,200 00	$2,400 00
34	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F.	396	Ten DOLLARS AND no CENTS	$10 00	$3,960 00
35	SPEC. ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA.	2	Two thousand DOLLARS AND no CENTS	$2,000 00	$4,000 00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
36	SPEC. ITEM	RELOCATE EXIST. AREA LIGHT COMPLETE-IN-PLACE	EA	1	One thousand DOLLARS AND no CENTS	$1,000 00	$1,000 00
37	SPEC. ITEM	CLEAN EXISTING INLET	EA.	2	Two hundred fifty DOLLARS AND no CENTS	$250 00	$500 00
38	SPEC. ITEM	AREA INLET COMPLETE-IN-PLACE	EA.	2	One thousand DOLLARS AND no CENTS	$1,000 00	$2,000 00
39	SPEC. ITEM	WHEEL STOPS COMPLETE-IN-PLACE	EA	30	Forty DOLLARS AND no CENTS	$40 00	$1,200 00
40	SPEC. ITEM	LOWER EXISTING 2" WATERLINE (SCH. 40 PVC)	L.F.	260	Twelve DOLLARS AND no CENTS	$12 00	$3,120 00
41	SPEC. ITEM	INTERPRETIVE SIGN	EA.	10	ALLOWANCE	**$1,000.00**	**$10,000.00**

SUBTOTAL BASE BID $723,661 20

ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
42	SPEC. ITEM	HOT TAP TIE NEW 2" WATERLINE TO EXIST. WATERLINE w/NEW 2" BRASS GATE VALVE & BOX	EA.	1	Three thousand DOLLARS AND no CENTS	$3,000 00	$3,000 00
43	SPEC. ITEM	2" WATERLINE & APPURTENANCES COMP.-IN-PLACE (SCH 40 PVC)	LF	2,120	Twelve DOLLARS AND no CENTS	$12 00	$25,440 00

SUBTOTAL ADDITIVE ALTERNATE No. 1 $28,440 00

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BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO	SPEC. NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
44	110	EXCAVATION (ROADWAY)	CY	113	Five DOLLARS AND no CENTS	$5 00	$565 00
45	247	FLEXIBLE BASE (TY. A)(GR. 1) (DENS. CTRL.)(6")	S Y	2,583	Twelve DOLLARS AND no CENTS	$12 00	$30,996 00
46	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y.	271	Three DOLLARS AND no CENTS	$3 00	$813 00
47	275	CEMENT	TON	6	One hundred fifty DOLLARS AND no CENTS	$150 00	$900 00
48	360	REINFORCED CONCRETE PAVEMENT (7")	S Y	232	Thirty four DOLLARS AND sixty five CENTS	$34 65	$8,038 80
49	400	STRUCTURAL EXCAVATION	CY.	30	Five DOLLARS AND no CENTS	$5 00	$150 00
50	400	CEMENT STABILIZED SAND BACKFILL	CY.	14	Thirty five DOLLARS AND no CENTS	$35 00	$490 00
51	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	124	Twenty six DOLLARS AND no CENTS	$26 00	$3,224 00
52	529	4" CONCRETE CURB	LF	131	Three DOLLARS AND no CENTS	$3 00	$393 00
53	531	CONCRETE SIDEWALK	S Y	220	Thirty five DOLLARS AND no CENTS	$35.00	$7,700 00
54	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	6	Four hundred DOLLARS AND no CENTS	$400 00	$2,400 00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
55	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F.	168	Two DOLLARS AND no CENTS	$2 00	$336 00
56	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	4	One hundred DOLLARS AND no CENTS	$100 00	$400 00
57	SPEC. ITEM	GRASSCRETE PAVEMENT COMPLETE-IN-PLACE	S Y	2,486	Sixty five DOLLARS AND no CENTS	$65 00	$161,590 00
58	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	67	Forty DOLLARS AND no CENTS	$40 00	$2,680 00
					SUBTOTAL ADDITIVE ALTERNATE No. 2		$220,675 80

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
59	110	EXCAVATION (ROADWAY)	CY.	431	Five DOLLARS AND no CENTS	$5 00	$2,155 00
60	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL)	S.Y	2,679	Three DOLLARS AND no CENTS	$3 00	$8,037 00
61	275	CEMENT	TON	54	One hundred fifty DOLLARS AND no CENTS	$150 00	$8,100 00
62	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y.	2,587	Thirty four DOLLARS AND sixty five CENTS	$34 65	$89,639 55
63	400	STRUCTURAL EXCAVATION	CY.	44	Five DOLLARS AND no CENTS	$5 00	$220 00
64	400	CEMENT STABILIZED SAND BACKFILL	CY.	20	Thirty five DOLLARS AND no CENTS	$35 00	$700 00
65	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	184	Twenty six DOLLARS AND no CENTS	$26 00	$4,784 00
66	465	INLET (COMPLETE)(TY. B)	EA.	1	One thousand DOLLARS AND no CENTS	$1 000 00	$1,000 00
67	529	4" CONCRETE CURB	LF.	246	Three DOLLARS AND no CENTS	$3 00	$738 00
68	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	9	Forty DOLLARS AND no CENTS	$40 00	$360 00
69	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F	108	Ten DOLLARS AND no CENTS	$10 00	$1,080 00
70	SPEC. ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA.	1	Three thousand DOLLARS AND no CENTS	$3,000 00	$3,000 00

SUBTOTAL ADDITIVE ALTERNATE No. 3 $119,813 55

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
71	110	EXCAVATION (ROADWAY)	CY.	398	Five DOLLARS AND no CENTS	$5 00	$1,990 00
72	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y.	2,555	Three DOLLARS AND no CENTS	$3 00	$7,665 00
73	275	CEMENT	TON	51	One hundred fifty DOLLARS AND no CENTS	$150 00	$7,650 00
74	360	REINFORCED CONCRETE PAVEMENT (7")	S Y.	2,392	Thirty four DOLLARS AND sixty five CENTS	$34 65	$82,882 80
75	529	4" CONCRETE CURB	LF.	185	Three DOLLARS AND no CENTS	$3 00	$555 00
76	531	CONCRETE SIDEWALK	S.Y.	354	Thirty five DOLLARS AND no CENTS	$35 00	$12,390 00
77	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	6	Four hundred DOLLARS AND no CENTS	$400 00	$2,400 00
78	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L.F.	1,245	Zero DOLLARS AND forty CENTS	$0 40	$498 00
79	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L F	217	Two DOLLARS AND no CENTS	$2 00	$434 00
80	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	5	One hundred DOLLARS AND no CENTS	$100 00	$500 00
81	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F.	114	Twenty DOLLARS AND no CENTS	$20 00	$2,280 00
82	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	55	Forty DOLLARS AND no CENTS	$40 00	$2,200 00

SUBTOTAL ADDITIVE ALTERNATE No. 4 $121,444 80

000099

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 5 ADDITIONAL COST FOR STAINLESS STEEL GATES

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
83	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 30	EA.	2	Two thousand DOLLARS AND no CENTS	$2,000 00	$4,000 00
84	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 35	EA.	2	One thousand DOLLARS AND no CENTS	$1,000 00	$2,000 00
85	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 70	EA	1	Nine hundred ninety eight DOLLARS AND no CENTS	$998 00	$998 00

SUBTOTAL ADDITIVE ALTERNATE No. 5 $6,998 00

SUPPLEMENTAL ITEMS
TO BE USED ONLY WHEN DIRECTED BY THE ENGINEER

ITEM NO.	SPEC. NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
86	SPEC. ITEM	ADJUST EXISTING 4" SANITARY SEWER, COMPL IN PLACE (PVC)	LF	1,100	Sixteen DOLLARS AND twenty three CENTS	$16 23	$17,853 00
87	SPEC. ITEM	ADJUST EXISTING 6" SANITARY SEWER, COMPL. IN PLACE (PVC)	LF	1,100	Eighteen DOLLARS AND twenty four CENTS	$18 24	$20,064 00
88	SPEC. ITEM	EXCAVATE, EXPOSE & BACKFILL EXIST SANITARY SEWER	EA.	1	**ALLOWANCE**	$3,000 00	$3,000.00

000040

BID FORM SUMMARY
PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID	$723,661 20
ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES	$28,440 00
ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT	$220,675 80
ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT	$119,813 55
ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E	$121,444 80
TOTAL BID (BASE BID PLUS ADDITIVE ALTERNATES No. 1 THROUGH 4)	$1,214,035 35

This Proposal consists of a Base Bid and five Additive Alternates.

For a bid to be considered responsive all sections must be completed. Any combination may be awarded for contract, however in no case will an Additive Alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County

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

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 581,150 00
The cost of labor, profit, materials not in-place and all other charges	$ 632,885 35
TOTAL: (Must agree with bid)	$ 1,214,035,35

BID NUMBER: **B111036**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

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

BIDDER	Charnock & Company Inc.
SIGNATURE	P. Charnock
PRINT NAME	Peter Charnock
TITLE	President
ADDRESS	1140 Sailfish
CITY, STATE	Hitchcock, Tx. 77563
ZIP	77563
TELEPHONE	409.935.3101
FAX NO	409.935.0286
DATE	3.31.2011
TAX I.D. No.	76-0595699

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	100	PREPARING RIGHT OF WAY	STA.	48.10	Two hundred Twenty DOLLARS AND 00 CENTS	220.-	10,582.-
2	110	EXCAVATION (ROADWAY)	CY.	2,036	Ten DOLLARS AND CENTS	10.-	20,360.-
3	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y	13,368	Three DOLLARS AND Seventy Five CENTS	3.75	50,130.-
4	275	CEMENT	TON	268	One hundred Ninty Two DOLLARS AND 00/00 CENTS	192.-	51,456.-
5	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y.	12,264	Thirty Five DOLLARS AND 50/ CENTS	35.50	435,372.-
6	400	STRUCTURAL EXCAVATION	CY	65	Thirty DOLLARS AND CENTS	30.-	1,950.-
7	400	CEMENT STABILIZED SAND BACKFILL	CY.	31	SIXTY DOLLARS AND CENTS	60.-	1,860.-
8	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	224	Twenty Seven DOLLARS AND 50/ CENTS	27.50	6,160.-
9	464	REINFORCED CONCRETE PIPE (18")(CL. III)	L.F	16	Fifty DOLLARS AND 00/ CENTS	50.-	800.-
10	464	REINFORCED CONCRETE PIPE (24")(CL. III)	L.F	16	Sixty Two DOLLARS AND 50/100 CENTS	62.50	1000.-
11	481 (GC)	PVC PIPE (12") (SCH 40)	L F	50	Twenty Five DOLLARS AND 00 CENTS	25.-	1,250.-

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
12	467	SAFETY END TREATMENT (TY II)(RCP)(12")	EA.	18	One thousand Two hundred Fifty DOLLARS AND 00/100 CENTS	1250.-	22,500.-
13	467	SAFETY END TREATMENT (TY. II)(RCP)(18")	EA	1	One Thousand Eight hundred Seventy Five DOLLARS AND 00/100 CENTS	1875.-	1,875.-
14	467	SAFETY END TREATMENT (TY. II)(RCP)(24")	EA.	1	Two thousand DOLLARS AND -0- CENTS	2000.-	2,000.-
15	480	CLEAN EXISTING CULVERT	EA.	2	One hundred Twenty Five DOLLARS AND 00/100 CENTS	125.-	250.-
16	500	MOBILIZATION (5 % MAXIMUM)	L.S.	1	Thirty Eight Thousand DOLLARS AND 00/00 CENTS	38,000.-	38,000.-
17	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	Mo	8	Four hundred Thirty DOLLARS AND 00/00 CENTS	430.-	3,440.-
18	529	4" CONCRETE CURB	LF.	2,230	Five DOLLARS AND 00/- CENTS	5.-	11,150.-
19	531	CONCRETE SIDEWALK	S.Y.	652	Thirty Eight DOLLARS AND -0- CENTS	38.-	24,776.-
20	164 GC	SEEDING FOR EROSION CONTROL	AC	6	One Thousand Three hundred Seventy Five DOLLARS AND 00/100 CENTS	1375.-	8,250.-
21	644	SMALL ROADSIDE SIGN ASSEMBLY	EA	27	Three hundred DOLLARS AND 00/00 CENTS	300.-	8,100.-
22	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L.F	7,457	One DOLLARS AND 00/00 CENTS	1.00	7,457.-
23	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(YELL)	L.F.	7,732	One DOLLARS AND 25/100 CENTS	1.25	9,665.-

0000033

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L F	441	Two DOLLARS AND 90/ CENTS	2.00	882.-
25	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(YELL)	L F.	210	Two DOLLARS AND 00/ CENTS	2.00	420.-
26	666	REFLECTORIZED PAVEMENT MARKING (TY I)(12")(WH)	L.F	84	Two DOLLARS AND 75/ CENTS	2.75	231.-
27	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	5	One hundred Seventy Five DOLLARS AND 00/ CENTS	175.-	875.-
28	672	RAISED PAVEMENT MARKER TY. I-C (40' C-C)	EA	182	FIVE DOLLARS AND 00/ CENTS	5.-	910.-
29	672	RAISED PAVEMENT MARKER TY. II-A-A (20' C-C)	EA.	464	FIVE DOLLARS AND 00/ CENTS	5.-	2,320.-
30	SPEC. ITEM	REPL. EXIST. SECURITY GATE COMPLETE-IN-PLACE	EA.	2	FIVE THOUSAND DOLLARS AND CENTS	5,000.	10,000.-
31	SPEC. ITEM	UPGRADE EXIST. SECURITY GATE CONTROLS, COMPLETE-IN-PLACE	EA.	1	ALLOWANCE	$15,000.00	$15,000.00
32	SPEC. ITEM	RELOCATE TREE	EA.	1	One thousand Two hundred Fifty DOLLARS AND 00/ CENTS	1250.-	1,250.-
33	SPEC ITEM	SPEED HUMP COMPLETE-IN-PLACE	EA.	2	Three Thousand One hundred Twenty Five DOLLARS AND 00/00 CENTS	3125.-	6,250.-
34	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F.	396	Seven DOLLARS AND 50/100 CENTS	7.50	2,970.-
35	SPEC ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA.	2	Six Thousand. Eight hundred Seventy Five DOLLARS AND 00/ CENTS	6875.-	13,750.-

000037

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
36	SPEC. ITEM	RELOCATE EXIST. AREA LIGHT COMPLETE-IN-PLACE	EA.	1	Six Thousand two hundred Fifty DOLLARS AND 00/00 CENTS	6250.-	6,250.-
37	SPEC. ITEM	CLEAN EXISTING INLET	EA	2	One hundred Twenty Five DOLLARS AND 00/00 CENTS	125.-	250.-
38	SPEC. ITEM	AREA INLET COMPLETE-IN-PLACE	EA	2	One Thousand Five hundred DOLLARS AND 00/ CENTS	1500.-	3,000.-
39	SPEC. ITEM	WHEEL STOPS COMPLETE-IN-PLACE	EA	30	FIFTY DOLLARS AND 00/ CENTS	50.-	1,500.-
40	SPEC. ITEM	LOWER EXISTING 2" WATERLINE (SCH 40 PVC)	L.F.	260	Twelve DOLLARS AND 50/ CENTS	12.50	3,250.-
41	SPEC ITEM	INTERPRETIVE SIGN	EA.	10	ALLOWANCE	$1,000.00	$10,000.00
					SUBTOTAL BASE BID		$ 797,491.

ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
42	SPEC ITEM	HOT TAP TIE NEW 2" WATERLINE TO EXIST. WATERLINE w/NEW 2" BRASS GATE VALVE & BOX	EA	1	One Thousand Eight hundred Seventy Five DOLLARS AND 00/ CENTS	1875.-	1875.-
43	SPEC. ITEM	2" WATERLINE & APPURTENANCES COMP.-IN-PLACE (SCH 40 PVC)	LF	2,120	Eight DOLLARS AND 75/100 CENTS	8.75	18,550.-
					SUBTOTAL ADDITIVE ALTERNATE No. 1		$ 20,425.-

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO.	SPEC. NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
44	110	EXCAVATION (ROADWAY)	CY.	113	FIFTEEN DOLLARS AND 00/ CENTS	15.-	1,695.-
45	247	FLEXIBLE BASE (TY A)(GR 1) (DENS. CTRL)(6")	S.Y.	2,583	FIFTEEN DOLLARS AND 00/ CENTS	15.-	38,745.-
46	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y	271	FOUR DOLLARS AND 00/ CENTS	4.00	1,084.-
47	275	CEMENT	TON	6	TWO hundred DOLLARS AND 00/ CENTS	200.-	1,200.-
48	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y.	232	THIRTY FIVE DOLLARS AND 50/100 CENTS	35.50	8,236.-
49	400	STRUCTURAL EXCAVATION	CY.	30	THIRTY FIVE DOLLARS AND 00/00 CENTS	35.00	1,050.-
50	400	CEMENT STABILIZED SAND BACKFILL	CY.	14	SIXTY TWO DOLLARS AND 00/00 CENTS	62.-	868.-
51	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F	124	TWENTY SEVEN DOLLARS AND 50/ CENTS	27.50	3410.-
52	529	4" CONCRETE CURB	LF.	131	FIVE DOLLARS AND 00/ CENTS	5.-	655.-
53	531	CONCRETE SIDEWALK	S.Y.	220	THIRTY EIGHT DOLLARS AND 00/ CENTS	38.-	8360.-
54	644	SMALL ROADSIDE SIGN ASSEMBLY	EA	6	FIVE hundred DOLLARS AND 00/ CENTS	500	3,000.-

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
55	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F	168	Two DOLLARS AND 00/ CENTS	2.00	336.-
56	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA	4	One hundred Eighty Seven DOLLARS AND 50/100 CENTS	187.50	750.-
57	SPEC ITEM	GRASSCRETE PAVEMENT COMPLETE-IN-PLACE	S Y	2,486	Eighty DOLLARS AND 00/ CENTS	80.-	198,880.-
58	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA	67	Fifty DOLLARS AND 00/ CENTS	50.-	3,350.-
					SUBTOTAL ADDITIVE ALTERNATE No. 2		271,619.-

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT

ITEM NO	SPEC. NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
59	110	EXCAVATION (ROADWAY)	CY.	431	Ten DOLLARS AND 00/ CENTS	10.-	4310.-
60	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y.	2,679	Six DOLLARS AND 00/ CENTS	6.-	16,074.-
61	275	CEMENT	TON	54	Two hundred DOLLARS AND 00/ CENTS	200.-	10,800.-
62	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y	2,587	Thirty Five DOLLARS AND 50/ CENTS	35.50	91,838.50
63	400	STRUCTURAL EXCAVATION	CY	44	Thirty Five DOLLARS AND 00/ CENTS	35.-	1540.-
64	400	CEMENT STABILIZED SAND BACKFILL	CY	20	Sixty Two DOLLARS AND 50/ CENTS	62.50	1,250.-
65	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	184	twenty Seven DOLLARS AND 50/ CENTS	27.50	5,060.
66	465	INLET (COMPLETE)(TY. B)	EA.	1	One Thousand Five hundred DOLLARS AND 00/ CENTS	1500.-	1,500.-
67	529	4" CONCRETE CURB	LF.	246	Five DOLLARS AND 00/ CENTS	5.00	1230.-
68	SPEC ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	9	Fifty DOLLARS AND 00/00 CENTS	50.-	450.-
69	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F.	108	Six DOLLARS AND 25/ CENTS	6.25	675.-
70	SPEC. ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA.	1	Six Thousand Eight hundred Seventy Five DOLLARS AND 00/00 CENTS	6875.	6875
					SUBTOTAL ADDITIVE ALTERNATE No. 3		141,602.50

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
71	110	EXCAVATION (ROADWAY)	CY	398	Ten DOLLARS AND 00/ CENTS	10.00	3,980.
72	275	CEMENT TREATED SUBGRADE (6") (DENS CTRL)	S Y	2,555	Five DOLLARS AND 00/ CENTS	5.00	12,775.
73	275	CEMENT	TON	51	Two hundred DOLLARS AND 00/00 CENTS	200.	10,200.
74	360	REINFORCED CONCRETE PAVEMENT (7")	S Y.	2,392	Thrty Five DOLLARS AND 50/ CENTS	35.50	84,916
75	529	4" CONCRETE CURB	LF	185	Five DOLLARS AND 00/ CENTS	5.00	925.
76	531	CONCRETE SIDEWALK	S.Y.	354	Fourty DOLLARS AND 00/ CENTS	40.	14,160.
77	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	6	Three hundred DOLLARS AND 00/ CENTS	300.	1,800.
78	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L F.	1,245	One DOLLARS AND 00/ CENTS	1.00	1245.
79	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F.	217	Two DOLLARS AND 00/ CENTS	2.00	434.
80	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	5	Two hundred DOLLARS AND 00/00 CENTS	200.	1,000.
81	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F	114	Seven DOLLARS AND 50/100 CENTS	7.50	855.
82	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA	55	Fifty DOLLARS AND 00/00 CENTS	50.	2750.

SUBTOTAL ADDITIVE ALTERNATE No. 4 135,040.

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BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 5 ADDITIONAL COST FOR STAINLESS STEEL GATES

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
83	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 30	EA.	2	Five hundred DOLLARS AND 00/ CENTS	500.	1000.
84	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 35	EA.	2	Five hundred DOLLARS AND 00/00 CENTS	500.	1000.
85	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 70	EA	1	Five hundred DOLLARS AND 00/00 CENTS	500.	500.
					SUBTOTAL ADDITIVE ALTERNATE No. 5		2500.

SUPPLEMENTAL ITEMS
TO BE USED ONLY WHEN DIRECTED BY THE ENGINEER

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
86	SPEC. ITEM	ADJUST EXISTING 4" SANITARY SEWER, COMPL. IN PLACE (PVC)	LF.	1,100	Twenty Five DOLLARS AND 00/00 CENTS	25.00	27,500.
87	SPEC. ITEM	ADJUST EXISTING 6" SANITARY SEWER, COMPL IN PLACE (PVC)	LF.	1,100	Thirty DOLLARS AND 00/ CENTS	30.-	33,000
88	SPEC. ITEM	EXCAVATE, EXPOSE & BACKFILL EXIST. SANITARY SEWER	EA.	1	**ALLOWANCE**	$3,000.00	$3,000.00

BID FORM SUMMARY
PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID	797,491.-
ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES	20,425.-
ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT	271,619.-
ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT	141,602.50
ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E	135,040.-
TOTAL BID (BASE BID PLUS ADDITIVE ALTERNATES No. 1 THROUGH 4)	1,366,177.50

This Proposal consists of a Base Bid and five Additive Alternates

For a bid to be considered responsive all sections must be completed Any combination may be awarded for contract, however in no case will an Additive Alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County

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

000041

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 819,706.50

The cost of labor, profit, materials not in-place and all other charges $ 546,471.

TOTAL: (Must agree with bid) $ 1,366,177.50

DUPLICATE

BID NUMBER: **B111036**

BID PROPOSAL

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

ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

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

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

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

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

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

BIDDER	AAA Asphalt Paving Inc.
SIGNATURE	Michael D. Hoffman
PRINT NAME	Michael D. Hoffman
TITLE	President
ADDRESS	10526 Tanner Rd.
CITY, STATE	Houston, TX
ZIP	77041
TELEPHONE	713-896-4343
FAX NO	713-896-8889
DATE	March 31, 2011
TAX I.D. No	760451285-9

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	100	PREPARING RIGHT OF WAY	STA	48 10	Five Hundred DOLLARS AND No CENTS	500.00	24,050.00
2	110	EXCAVATION (ROADWAY)	CY.	2,036	Ten DOLLARS AND No CENTS	10.00	20,360.00
3	275	CEMENT TREATED SUBGRADE (6") (DENS CTRL)	S.Y	13,368	Three DOLLARS AND Fifty CENTS	3.50	46,788.00
4	275	CEMENT	TON	268	One Hundred Twenty DOLLARS AND No CENTS	120.00	32,160.00
5	360	REINFORCED CONCRETE PAVEMENT (7")	S Y	12,264	Thirty Nine DOLLARS AND No CENTS	39.00	478,296.00
6	400	STRUCTURAL EXCAVATION	CY	65	Fourteen DOLLARS AND No CENTS	14.00	910.00
7	400	CEMENT STABILIZED SAND BACKFILL	CY	31	Forty Three DOLLARS AND No CENTS	43.00	1,333.00
8	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F	224	Eighteen DOLLARS AND No CENTS	18.00	4,032.00
9	464	REINFORCED CONCRETE PIPE (18")(CL III)	L F	16	Twenty Two DOLLARS AND No CENTS	22.00	352.00
10	464	REINFORCED CONCRETE PIPE (24")(CL. III)	L F	16	Twenty Six DOLLARS AND No CENTS	26.00	416.00
11	481 (GC)	PVC PIPE (12") (SCH 40)	L.F	50	Thirty Five DOLLARS AND No CENTS	35.00	1,750.00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
12	467	SAFETY END TREATMENT (TY II)(RCP)(12")	EA.	18	Six Hundred Fifty DOLLARS AND No CENTS	650.00	11,700.00
13	467	SAFETY END TREATMENT (TY. II)(RCP)(18")	EA	1	Eight Hundred Fifty DOLLARS AND No CENTS	850.00	850 00
14	467	SAFETY END TREATMENT (TY. II)(RCP)(24")	EA	1	One Thousand Eight Hundred Fifty DOLLARS AND No CENTS	1,250.00	1,250 00
15	480	CLEAN EXISTING CULVERT	EA	2	Eight Hundred Fifty DOLLARS AND No CENTS	850.00	1,700.00
16	500	MOBILIZATION (5 % MAXIMUM)	L S	1	Forty Five Thousand DOLLARS AND No CENTS	45,000.00	45,000.00
17	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	Mo	8	Eight Hundred DOLLARS AND No CENTS	800 00	6,400.00
18	529	4" CONCRETE CURB	LF	2,230	Four DOLLARS AND No CENTS	4 00	8,920 00
19	531	CONCRETE SIDEWALK	S Y	652	Fifty DOLLARS AND No CENTS	50 00	32,600.00
20	164 GC	SEEDING FOR EROSION CONTROL	AC.	6	One Thousand Two Hundred Twenty DOLLARS AND No CENTS	1,220.00	7,320.00
21	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	27	Two Hundred Seventy DOLLARS AND No CENTS	270.00	7,290.00
22	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L F	7,457	No Eighty DOLLARS AND CENTS	.80	5,965.60
23	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(YELL)	L.F	7,732	No Eighty DOLLARS AND CENTS	.80	6,185.60

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BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO	SPEC. NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L F.	441	Two DOLLARS AND Seventy CENTS	2.70	1,190.70
25	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(YELL)	L F	210	Two DOLLARS AND Seventy CENTS	2.70	567.00
26	666	REFLECTORIZED PAVEMENT MARKING (TY I)(12")(WH)	L.F	84	Six DOLLARS AND Thirty CENTS	6.30	529.20
27	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	5	Two Hundred Seventy Seven DOLLARS AND no CENTS	277.00	1,385.00
28	672	RAISED PAVEMENT MARKER TY. I-C (40' C-C)	EA	182	Four DOLLARS AND Twenty CENTS	4.20	764.40
29	672	RAISED PAVEMENT MARKER TY. II-A-A (20' C-C)	EA	464	Four DOLLARS AND Twenty CENTS	4.20	1,948.80
30	SPEC ITEM	REPL EXIST SECURITY GATE ~~COMPLETE-IN-PLACE~~	EA	2	Five Thousand DOLLARS AND no CENTS	5,000.00	10,000.00
31	SPEC. ITEM	UPGRADE EXIST. SECURITY GATE CONTROLS, COMPLETE-IN-PLACE	EA	1	**ALLOWANCE**	$15,000 00	$15,000 00
32	SPEC ITEM	RELOCATE TREE	EA	1	Five Hundred DOLLARS AND no CENTS	500.00	500.00
33	SPEC. ITEM	SPEED HUMP COMPLETE-IN-PLACE	EA.	2	Two Thousand DOLLARS AND no CENTS	2,000.00	4,000.00
34	SPEC ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L F.	396	Twelve DOLLARS AND no CENTS	12.00	4,752.00
35	SPEC ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA	2	Four Thousand DOLLARS AND no CENTS	4,000.00	8,000.00

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BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
36	SPEC. ITEM	RELOCATE EXIST. AREA LIGHT COMPLETE-IN-PLACE	EA	1	Four Thousand Five Hundred DOLLARS AND NO CENTS	4,500.00	4,500.00
37	SPEC ITEM	CLEAN EXISTING INLET	EA	2	Two hundred Fifty DOLLARS AND NO CENTS	250.00	500.00
38	SPEC ITEM	AREA INLET COMPLETE-IN-PLACE	EA	2	One thousand six hundred fifty DOLLARS AND NO CENTS	1,650.00	3,300.00
39	SPEC ITEM	WHEEL STOPS COMPLETE-IN-PLACE	EA	30	Fifty-six DOLLARS AND NO CENTS	56.00	1,680.00
40	SPEC ITEM	LOWER EXISTING 2" WATERLINE (SCH. 40 PVC)	L F	260	Six DOLLARS AND Thirty CENTS	6.30	1,638.00
41	SPEC ITEM	INTERPRETIVE SIGN	EA	10	ALLOWANCE	$1,000 00	$10,000 00
					SUBTOTAL BASE BID		815,863.30

ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES

ITEM NO	SPEC. NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
42	SPEC ITEM	HOT TAP TIE NEW 2" WATERLINE TO EXIST WATERLINE w/NEW 2" BRASS GATE VALVE & BOX	EA	1	Four hundred Twenty Five DOLLARS AND NO CENTS	425.00	425.00
43	SPEC ITEM	2" WATERLINE & APPURTENANCES COMP -IN-PLACE (SCH 40 PVC)	LF	2,120	Six DOLLARS AND Thirty CENTS	6.30	13,356.00
					SUBTOTAL ADDITIVE ALTERNATE No. 1		13,781.00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO	SPEC. NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
44	110	EXCAVATION (ROADWAY)	CY.	113	Ten DOLLARS AND NO CENTS	10.00	1,130.00
45	247	FLEXIBLE BASE (TY A)(GR 1) (DENS CTRL.)(6")	S Y	2,583	Sixteen DOLLARS AND Twenty Five CENTS	16.25	41,973.75
46	275	CEMENT TREATED SUBGRADE (6") (DENS CTRL)	S Y.	271	Three DOLLARS AND Fifty CENTS	3.50	948.50
47	275	CEMENT	TON	6	One hundred twenty DOLLARS AND NO CENTS	120.00	720.00
48	360	REINFORCED CONCRETE PAVEMENT (7")	S Y	232	Thirty Nine DOLLARS AND NO CENTS	39.00	9,048.00
49	400	STRUCTURAL EXCAVATION	CY.	30	Fifteen DOLLARS AND NO CENTS	15.00	450.00
50	400	CEMENT STABILIZED SAND BACKFILL	CY.	14	Forty Three DOLLARS AND NO CENTS	43.00	602.00
51	464	REINFORCED CONCRETE PIPE (12")(CL III)	L.F	124	Eighteen DOLLARS AND NO CENTS	18.00	2,232.00
52	529	4" CONCRETE CURB	LF.	131	Four DOLLARS AND Fifty CENTS	4.50	589.50
53	531	CONCRETE SIDEWALK	S.Y.	220	Forty Seven DOLLARS AND NO CENTS	47.00	10,340.00
54	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	6	Two hundred Seventy DOLLARS AND NO CENTS	270.00	1,620.00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
55	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L F	168	Three DOLLARS AND NO CENTS	3.00	504.00
56	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	4	Two hundred Eighty DOLLARS AND NO CENTS	280.00	1,120.00
57	SPEC ITEM	GRASSCRETE PAVEMENT COMPLETE-IN-PLACE	S Y.	2,486	Seventy - Two DOLLARS AND NO CENTS	72.00	178,992.00
58	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	67	Fifty - six DOLLARS AND CENTS	56.00	3,752.00
					SUBTOTAL ADDITIVE ALTERNATE No. 2		254,021.15

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BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
59	110	EXCAVATION (ROADWAY)	CY	431	Fifteen DOLLARS AND no CENTS	15.00	6,465.00
60	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL)	S Y	2,679	Four and fifty DOLLARS AND no CENTS	4.50	12,055.50
61	275	CEMENT	TON	54	One hundred & twenty DOLLARS AND no CENTS	120.00	6,480.00
62	360	REINFORCED CONCRETE PAVEMENT (7")	S Y.	2,587	Thirty-nine & no DOLLARS AND CENTS	39.00	100,893.00
63	400	STRUCTURAL EXCAVATION	CY	44	Fourteen & no DOLLARS AND CENTS	14.00	616.00
64	400	CEMENT STABILIZED SAND BACKFILL	CY	20	Forty-three & no DOLLARS AND CENTS	43.00	860.00
65	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L F	184	Eighteen & no DOLLARS AND CENTS	18.00	3312.00
66	465	INLET (COMPLETE)(TY. B)	EA.	1	Two thousand four hundred & Sixty-five & no DOLLARS AND CENTS	2465.00	2465.00
67	529	4" CONCRETE CURB	LF.	246	Four dollars & fifty cents DOLLARS AND CENTS	4.50	1107.00
68	SPEC ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	9	Fifty-six dollars & no DOLLARS AND CENTS	56.00	504.00
69	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L F	108	Twelve dollars & no DOLLARS AND CENTS	12.00	1296.00
70	SPEC ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA	1	Four thousand & five hundred DOLLARS AND no CENTS	4500.00	4500.00

SUBTOTAL ADDITIVE ALTERNATE No. 3 140,553.50

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
71	110	EXCAVATION (ROADWAY)	CY	398	Fourteen dollars & no DOLLARS AND CENTS	14.00	5572.00
72	275	CEMENT TREATED SUBGRADE (6") (DENS CTRL.)	S Y	2,555	Three dollars & fifty cents DOLLARS AND CENTS	3.50	8942.50
73	275	CEMENT	TON	51	One hundred & twenty dollars DOLLARS AND no CENTS	120.00	6120.00
74	360	REINFORCED CONCRETE PAVEMENT (7")	S Y	2,392	Thirty-nine dollars & DOLLARS AND no CENTS	39.00	93288.00
75	529	4" CONCRETE CURB	LF.	185	Four dollars & fifty DOLLARS AND CENTS	4.50	832.50
76	531	CONCRETE SIDEWALK	S Y	354	Forty-six and fifty DOLLARS AND CENTS	46.50	16,461.00
77	644	SMALL ROADSIDE SIGN ASSEMBLY	EA	6	Two hundred & seventy dollars DOLLARS AND no CENTS	270.00	1620.00
78	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L F	1,245	no dollars DOLLARS AND eighty CENTS	.80	996.00
79	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F	217	Two DOLLARS AND seventy CENTS	2.70	585.90
80	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA	5	Two hundred & eighty DOLLARS AND no CENTS	280.00	1400.00
81	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L F	114	Twelve DOLLARS AND no CENTS	12.00	1368.00
82	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA	55	Fifty-six DOLLARS AND no CENTS	56.00	3080.00
					SUBTOTAL ADDITIVE ALTERNATE No. 4		140,265.90

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 5 ADDITIONAL COST FOR STAINLESS STEEL GATES

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
83	SPEC ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 30	EA.	2	Twenty Thousand DOLLARS AND No CENTS	20,000.00	40,000.00
84	SPEC ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 35	EA	2	Seventeen Thousand Seven Hundred DOLLARS AND No CENTS	17,750.00	35,500.00
85	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 70	EA	1	Seventeen Thousand Seven Hundred DOLLARS AND No CENTS	17,750.00	17,750.00

SUBTOTAL ADDITIVE ALTERNATE No. 5 93,250.00

SUPPLEMENTAL ITEMS
TO BE USED ONLY WHEN DIRECTED BY THE ENGINEER

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
86	SPEC. ITEM	ADJUST EXISTING 4" SANITARY SEWER, COMPL IN PLACE (PVC)	LF.	1,100	Twelve DOLLARS AND No CENTS	12.00	13,200.00
87	SPEC. ITEM	ADJUST EXISTING 6" SANITARY SEWER, COMPL IN PLACE (PVC)	LF	1,100	Fourteen DOLLARS AND No CENTS	14.00	15,400.00
88	SPEC ITEM	EXCAVATE, EXPOSE & BACKFILL EXIST SANITARY SEWER	EA	1	**ALLOWANCE**	$3,000 00	$3,000 00

BID FORM SUMMARY
PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID	815,883 30
ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES	13,781.00
ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT	254,021.75
ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT	140,553.50
ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E	140,265.90
TOTAL BID (BASE BID PLUS ADDITIVE ALTERNATES No. 1 THROUGH 4)	1,364,505.40

This Proposal consists of a Base Bid and five Additive Alternates

For a bid to be considered responsive all sections must be completed. Any combination may be awarded for contract, however in no case will an Additive Alternate only be awarded The award of the contract will be based on the combination considered to be in the best interest of Galveston County

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

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State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 605,410.00

The cost of labor, profit, materials not in-place and all other charges $ 759,095.40

TOTAL: (Must agree with bid) $ 1,364,505.40

BID NUMBER: **B111036**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

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

BIDDER	James Construction Group, LLC
SIGNATURE	
PRINT NAME	Will Cravens
TITLE	Vice President
ADDRESS	11603 Windfern, Suite C
CITY, STATE	Houston, TX
ZIP	77064
TELEPHONE	713-300-1530
FAX NO	713-300-1531
DATE	3-31-11
TAX I.D. No.	383424695

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	100	PREPARING RIGHT OF WAY	STA	48 10	five hundred twenty DOLLARS AND no CENTS	520.00	25012.00
2	110	EXCAVATION (ROADWAY)	CY.	2,036	eleven DOLLARS AND no CENTS	11.00	22396.00
3	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y	13,368	three DOLLARS AND twenty CENTS	3.20	42777.60
4	275	CEMENT	TON	268	one hundred thirty DOLLARS AND no CENTS	130.00	34380.00
5	360	REINFORCED CONCRETE PAVEMENT (7")	S Y.	12,264	forty three DOLLARS AND no CENTS	43.00	527352.00
6	400	STRUCTURAL EXCAVATION	CY	65	ten DOLLARS AND no CENTS	10.00	650.00
7	400	CEMENT STABILIZED SAND BACKFILL	CY	31	Seventy DOLLARS AND no CENTS	70.00	2170.00
8	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	224	fifty one DOLLARS AND no CENTS	51.00	11424.00
9	464	REINFORCED CONCRETE PIPE (18")(CL. III)	L.F.	16	fifty nine DOLLARS AND no CENTS	59.00	944.00
10	464	REINFORCED CONCRETE PIPE (24")(CL III)	L.F	16	sixty five DOLLARS AND no CENTS	65.00	1040.00
11	481 (GC)	PVC PIPE (12") (SCH 40)	L.F.	50	thirty five DOLLARS AND no CENTS	35.00	1750.00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
12	467	SAFETY END TREATMENT (TY. II)(RCP)(12")	EA.	18	Six hundred DOLLARS AND no CENTS	600.00	10800.00
13	467	SAFETY END TREATMENT (TY. II)(RCP)(18")	EA.	1	five hundred eighty DOLLARS AND no CENTS	580.00	580.00
14	467	SAFETY END TREATMENT (TY. II)(RCP)(24")	EA.	1	one thousand DOLLARS AND no CENTS	1000.00	1000.00
15	480	CLEAN EXISTING CULVERT	EA.	2	nine hundred DOLLARS AND no CENTS	900.00	1800.00
16	500	MOBILIZATION (5 % MAXIMUM)	L.S.	1	forty one thousand DOLLARS AND no CENTS	41000.00	41000.00
17	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	Mo	8	five hundred DOLLARS AND no CENTS	500.00	4000.00
18	529	4" CONCRETE CURB	LF.	2,230	three DOLLARS AND Seventy CENTS	3.70	8251.00
19	531	CONCRETE SIDEWALK	S.Y.	652	eighty two DOLLARS AND no CENTS	82.00	53464.00
20	164 GC	SEEDING FOR EROSION CONTROL	AC.	6	one thousand three hundred DOLLARS AND no CENTS	1300.00	7800.00
21	644	SMALL ROADSIDE SIGN ASSEMBLY	EA	27	four hundred DOLLARS AND no CENTS	400.00	10800.00
22	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L F	7,457	no DOLLARS AND Seventy CENTS	0.70	5219.90
23	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(YELL)	L F.	7,732	no DOLLARS AND Seventy CENTS	0.70	5412.40

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L F.	441	one DOLLARS AND fifty CENTS	1.50	661.50
25	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(YELL)	L F.	210	one DOLLARS AND fifty CENTS	1 50	315 00
26	666	REFLECTORIZED PAVEMENT MARKING (TY I)(12")(WH)	L F.	84	two DOLLARS AND forty CENTS	2-40	201.60
27	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	5	one hundred sixty DOLLARS AND no CENTS	160 00	800 00
28	672	RAISED PAVEMENT MARKER TY. I-C (40' C-C)	EA.	182	four DOLLARS AND no CENTS	4 00	728 00
29	672	RAISED PAVEMENT MARKER TY. II-A-A (20' C-C)	EA.	464	four DOLLARS AND no CENTS	4 00	1856 00
30	SPEC. ITEM	REPL. EXIST. SECURITY GATE COMPLETE-IN-PLACE	EA.	2	five thousand DOLLARS AND no CENTS	5000 00	10000 00
31	SPEC. ITEM	UPGRADE EXIST. SECURITY GATE CONTROLS, COMPLETE-IN-PLACE	EA.	1	**ALLOWANCE**	$15,000.00	$15,000.00
32	SPEC. ITEM	RELOCATE TREE	EA.	1	nine hundred DOLLARS AND no CENTS	900 00	900 00
33	SPEC. ITEM	SPEED HUMP COMPLETE-IN-PLACE	EA.	2	one thousand DOLLARS AND no CENTS	1000 00	2000 00
34	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L F.	396	twenty three DOLLARS AND eighty CENTS	23 80	9424 80
35	SPEC. ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA.	2	five thousand DOLLARS AND no CENTS	5000 00	10000 00

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BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
36	SPEC. ITEM	RELOCATE EXIST. AREA LIGHT COMPLETE-IN-PLACE	EA	1	five thousand DOLLARS AND no CENTS	5000 00	5000 00
37	SPEC. ITEM	CLEAN EXISTING INLET	EA.	2	two hundred DOLLARS AND no CENTS	200 00	400 00
38	SPEC. ITEM	AREA INLET COMPLETE-IN-PLACE	EA.	2	one thousand eight hundred DOLLARS AND no CENTS	1800 00	3600 00
39	SPEC. ITEM	WHEEL STOPS COMPLETE-IN-PLACE	EA	30	forty two DOLLARS AND no CENTS	42 00	1260 00
40	SPEC. ITEM	LOWER EXISTING 2" WATERLINE (SCH. 40 PVC)	L.F.	260	twenty five DOLLARS AND no CENTS	25 00	6500 00
41	SPEC ITEM	INTERPRETIVE SIGN	EA	10	ALLOWANCE	$1,000.00	$10,000 00
					SUBTOTAL BASE BID		899,129.80

ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
42	SPEC. ITEM	HOT TAP TIE NEW 2" WATERLINE TO EXIST. WATERLINE w/NEW 2" BRASS GATE VALVE & BOX	EA.	1	two thousand five hundred DOLLARS AND no CENTS	2500 00	2500 00
43	SPEC. ITEM	2" WATERLINE & APPURTENANCES COMP -IN-PLACE (SCH 40 PVC)	LF.	2,120	six DOLLARS AND no CENTS	6 00	12720 00
					SUBTOTAL ADDITIVE ALTERNATE No. 1		15220 00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
44	110	EXCAVATION (ROADWAY)	CY.	113	eleven DOLLARS AND no CENTS	11.00	1243.00
45	247	FLEXIBLE BASE (TY. A)(GR. 1) (DENS. CTRL.)(6")	S Y.	2,583	eighteen DOLLARS AND no CENTS	18.00	46494.00
46	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y.	271	three DOLLARS AND twenty CENTS	3.20	867.20
47	275	CEMENT	TON	6	one hundred thirty DOLLARS AND no CENTS	130.00	780.00
48	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y	232	forty three DOLLARS AND no CENTS	43.00	9976.00
49	400	STRUCTURAL EXCAVATION	CY.	30	ten DOLLARS AND no CENTS	10.00	300.00
50	400	CEMENT STABILIZED SAND BACKFILL	CY.	14	Seventy DOLLARS AND no CENTS	70.00	980.00
51	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F	124	Seventy five DOLLARS AND no CENTS	75.00	9300.00
52	529	4" CONCRETE CURB	LF.	131	three DOLLARS AND Seventy CENTS	3.70	484.70
53	531	CONCRETE SIDEWALK	S.Y.	220	fifty seven DOLLARS AND no CENTS	57.00	12540.00
54	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	6	four hundred DOLLARS AND no CENTS	400.00	2400.00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
55	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F	168	one DOLLARS AND fifty CENTS	1.50	252.00
56	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	4	one hundred sixty DOLLARS AND no CENTS	160.00	640.00
57	SPEC. ITEM	GRASSCRETE PAVEMENT COMPLETE-IN-PLACE	S.Y	2,486	sixty two DOLLARS AND no CENTS	62.00	154132.00
58	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	67	forty two DOLLARS AND no CENTS	42.00	2814.00

SUBTOTAL ADDITIVE ALTERNATE No. 2 243,202.90

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
59	110	EXCAVATION (ROADWAY)	CY.	431	eleven DOLLARS AND no CENTS	11.00	4741.00
60	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S Y.	2,679	three DOLLARS AND twenty CENTS	3.20	8572.80
61	275	CEMENT	TON	54	one hundred thirty DOLLARS AND no CENTS	130.00	7020.00
62	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y	2,587	forty three DOLLARS AND no CENTS	43.00	111241.00
63	400	STRUCTURAL EXCAVATION	CY.	44	ten DOLLARS AND no CENTS	10.00	440.00
64	400	CEMENT STABILIZED SAND BACKFILL	CY	20	Seventy DOLLARS AND no CENTS	70.00	1400.00
65	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	184	fifty one DOLLARS AND no CENTS	51.00	9384.00
66	465	INLET (COMPLETE)(TY B)	EA	1	two thousand two hundred DOLLARS AND no CENTS	2200.00	2200.00
67	529	4" CONCRETE CURB	LF	246	three DOLLARS AND Seventy CENTS	3.70	910.20
68	SPEC ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	9	forty two DOLLARS AND no CENTS	42.00	378.00
69	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L F.	108	twenty three DOLLARS AND eighty CENTS	23.80	2570.40
70	SPEC. ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA	1	two thousand five hundred DOLLARS AND no CENTS	2500.00	2500.00

SUBTOTAL ADDITIVE ALTERNATE No. 3 151,357.40

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E

ITEM NO.	SPEC. NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
71	110	EXCAVATION (ROADWAY)	CY.	398	eleven DOLLARS AND no CENTS	11.00	4378.00
72	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y	2,555	three DOLLARS AND twenty CENTS	3.20	8176.00
73	275	CEMENT	TON	51	one hundred thirty DOLLARS AND no CENTS	130.00	6630.00
74	360	REINFORCED CONCRETE PAVEMENT (7")	S Y.	2,392	forty three DOLLARS AND no CENTS	43.00	102856.00
75	529	4" CONCRETE CURB	LF.	185	three DOLLARS AND Seventy CENTS	3.70	684.50
76	531	CONCRETE SIDEWALK	S.Y.	354	fifty six DOLLARS AND thirty eight CENTS	56.38	19958.52
77	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	6	four hundred DOLLARS AND no CENTS	400.00	2400.00
78	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L F.	1,245	no DOLLARS AND Seventy CENTS	0.70	871.50
79	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L F	217	one DOLLARS AND fifty CENTS	1.50	325.50
80	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	5	one hundred sixty DOLLARS AND no CENTS	160.00	800.00
81	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F.	114	twenty three DOLLARS AND eighty CENTS	23.80	2713.20
82	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	55	forty two DOLLARS AND no CENTS	42.00	2310.00

SUBTOTAL ADDITIVE ALTERNATE No. 4 152103.22

660000

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 5 ADDITIONAL COST FOR STAINLESS STEEL GATES

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
83	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 30	EA.	2	three thousand DOLLARS AND no CENTS	3000 60	6000 60
84	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 35	EA.	2	three thousand DOLLARS AND no CENTS	3000 00	6000 00
85	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 70	EA.	1	three thousand DOLLARS AND no CENTS	3000 00	3000 00
					SUBTOTAL ADDITIVE ALTERNATE No. 5		15,000 00

SUPPLEMENTAL ITEMS
TO BE USED ONLY WHEN DIRECTED BY THE ENGINEER

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
86	SPEC. ITEM	ADJUST EXISTING 4" SANITARY SEWER, COMPL. IN PLACE (PVC)	LF.	1,100	ten DOLLARS AND fifty CENTS	10.50	11550 00
87	SPEC ITEM	ADJUST EXISTING 6" SANITARY SEWER, COMPL. IN PLACE (PVC)	LF.	1,100	twelve DOLLARS AND eight CENTS	12 80	14080 00
88	SPEC ITEM	EXCAVATE, EXPOSE & BACKFILL EXIST SANITARY SEWER	EA.	1	ALLOWANCE	$3,000.00	$3,000.00

BID FORM SUMMARY
PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID	899,129.80
ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES	15220.00
ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT	243,202.98
ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT	151,357.40
ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E	152103.22
TOTAL BID (BASE BID PLUS ADDITIVE ALTERNATES No. 1 THROUGH 4)	1416013.32

This Proposal consists of a Base Bid and five Additive Alternates.

For a bid to be considered responsive all sections must be completed. Any combination may be awarded for contract, however in no case will an Additive Alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County

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

00004

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 880,000.00

The cost of labor, profit, materials not in-place and all other charges $ 581013.32

TOTAL: (Must agree with bid) $ 1461013.32

CONTRACT AWARD

CONTRACT FOR:
ROAD AND PARKING LOT IMPROVEMENTS AT FT. TRAVIS PARK

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: **1073**

Bid No: **B111036**

Contractor: _____

The Specifications and Drawings are enumerated as follows:

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

Special Provisions: **To Items 1 thru 9, Item 110, Item 260, Item 400 and Item 636**

Special Items:
164 (GC) Seeding And Fertilizing For Erosion Control
168 (GC) Sprinkle Irrigation
481 (GC) PVC Pipe
5208 Precast Concrete Wheel Stops
5551 Vehicular Gate (Galvanized Steel)

DRAWINGS: **1 Thru 49**
ADDENDA: _____

Contract Award (continued)

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

Time of Completion: The Contractor shall complete the work within 240 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

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

_____

Dollars and No/100 ($_____), payments to be made as described herein.

Performance Bond required: (x) yes ( ) no
Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on _____, 20___.

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR
James Construction Group, LLC

BY: _____, Vice President
Signature - Title

Will Cravens
Printed Name

000044

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 Mike

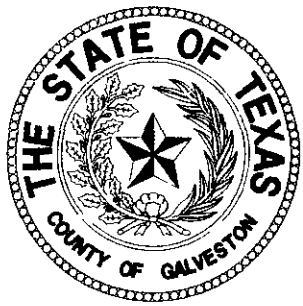
Date: March 1, 2011

Re: Road and Park Improvements at Ft. Travis Park

Cc: Dwight Sullivan

On April 12, 2011 the Commissioners' Court (agenda item no 21) 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



COUNTY OF GALVESTON

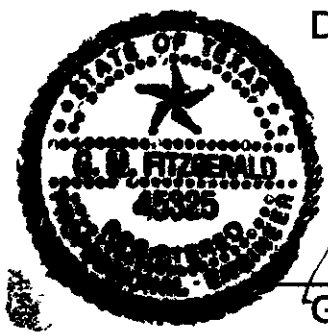
SPECIFICATIONS AND CONTRACT DOCUMENTS

ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

COUNTY OF GALVESTON

ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

Dennis J. Harris, Director
Galveston County Parks
Department



2-1-11

G.M. Fitzgerald,
Galveston County Engineer

CONTENTS

SECTION	I	Invitation to Bid General Provisions Vendor Qualification Packet Instructions to Bidders
SECTION	II	Bid Proposal Contract Award
SECTION	III	Special Terms and Conditions Wage Rates & AIA Forms
SECTION	IV	General Terms and Conditions
SECTION	V	Specifications
SECTION	VI	Plans

BID #: B111036
OPEN: 03/31/2011
2:00 p.m.

INVITATION TO BID
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

BID #B111036

The County of Galveston solicits bids on the following project:

Contract to furnish labor, equipment, materials and incidentals as required for
Bid #B111036, Road and Parking Improvements at Ft. Travis Park

Sealed bids in **sets of five, (one (1) original and four (4) copies)** will be received in the office of the County Purchasing Agent, until **2:00 P.M.** on **03/31/2011** 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 **03/31/2011 at 2:00 P.M.** in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope:
Bid #B111036, Road and Parking Improvements at Ft. Travis Park

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

Plans and specifications on compact disc may be obtained from the office of the Galveston County Engineer, 722 Moody, 1st Floor, Galveston, Texas 77550, 409-770-5399.

A $10.00 non refundable deposit shall be required for each set of plans and specifications.

Bids will be completed on the forms and proposal sheets provided.

Each bid must be accompanied by a Certified or Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within sixty (60) days from the date of bid opening, the bidder will enter into a contract and execute any required Performance and Payment Bonds.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids, and to accept bid or bids which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

BID#: B111036
OPEN: 03/31/2011
TIME: 2:00 PM

GENERAL PROVISIONS
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
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
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

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

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

7. SUBSTITUTES

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

8. EXCEPTIONS TO BID

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

9. PRICING

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

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

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

10. PROCUREMENT CARD PROGRAM

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

11. TAX EXEMPTION

Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151.309 – 151 311, of the Texas Tax Code The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax. Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95.05 (effective October 2, 1968) or as hereafter amended. As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements. Certificates may be issued upon request.

GENERAL PROVISIONS
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

13. MODIFICATION OF BIDS

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

14. AWARD OF BIDS

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

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

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

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

GENERAL PROVISIONS
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

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

GENERAL PROVISIONS
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

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
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

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
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

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

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

34. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

35. NON-COLLUSIONAFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contact of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service.

36. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

GENERAL PROVISIONS
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
GALVESTON COUNTY, TEXAS

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that·

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government.

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

37. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

GENERAL PROVISIONS
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
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	

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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,

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

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

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

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

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

2 The treaty article addressing the income.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding See the instructions below and the separate Instructions for the Requester of Form W-9

Also see *Special rules for partnerships* on page 1

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301 7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding

The following payees are exempt from backup withholding

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include.

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947

The chart below shows types of payments that may be exempt from backup withholding The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13 Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one) Do not enter the disregarded entity's EIN If the LLC is classified as a corporation or partnership, enter the entity's EIN

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www ssa.gov* You may also get this form by calling 1-800-772-1213 Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676)

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6 Disregarded entity not owned by an individual	The owner
7 A valid trust, estate, or pension trust	Legal entity [4]
8 Corporate or LLC electing corporate status on Form 8832	The corporation
9 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11 A broker or registered nominee	The broker or nominee
12 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484 You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer Certain penalties may also apply

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

000025

INSTRUCTIONS TO BIDDERS

1. **BID PACKAGE**

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids.

2. **REVIEW**

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contact the successful bidder will execute with the County.

3. **PRE-BID MODIFICATIONS**

Any modification to any portion of this bid packet will be in writing in the form of addenda. All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids. Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received.

4. **BID FORMS**

All bids must be submitted on forms furnished by County.

5. **TIME FOR RECEIVING BIDS**

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the Bid Number for which the submission was made. The envelope

will then be resealed. No liability will attach to a County officer or employee for the premature opening of a bid

6. **TERM**

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award".

7. **AWARD OF BID**

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid. Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

8. **SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued.

9. **REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any Bidder determined to be not responsible.

10. **BID BOND**

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

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

11 **PERFORMANCE AND PAYMENT BOND**

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

The bond(s) are to be made payable to the County of Galveston. They shall be written on forms provided by the surety for public works projects in Texas. They shall also be executed by a surety and licensed to do business in Texas.

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

12. **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same. The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work.

13. **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151.309, Texas Tax Code.

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9.07 in lieu of the tax. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95.05 (effective October 2, 1968) or as hereafter amended.

SECTION II

Bid Proposal

Contract Award

COPY

Proposal - Page 1

BID NUMBER: **B111036**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

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

BIDDER	RW Lucas Construction, LLC
SIGNATURE	
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	March 31, 2011
TAX I.D. No.	27-3076189

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	100	PREPARING RIGHT OF WAY	STA	48.10	Five hundred DOLLARS AND no CENTS	$500 00	$24,050 00
2	110	EXCAVATION (ROADWAY)	CY.	2,036	Five DOLLARS AND no CENTS	$5 00	$10.180.00
3	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y	13,368	Three DOLLARS AND no CENTS	$3 00	$40,104 00
4	275	CEMENT	TON	268	One hundred fifty DOLLARS AND no CENTS	$150 00	$40,200 00
5	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y.	12,264	Thirty Four DOLLARS AND sixty five CENTS	$34 65	$424,947 60
6	400	STRUCTURAL EXCAVATION	CY.	65	Five DOLLARS AND no CENTS	$5 00	$325 00
7	400	CEMENT STABILIZED SAND BACKFILL	CY.	31	Thirty five DOLLARS AND no CENTS	$35 00	$1,085 00
8	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	224	Twenty six DOLLARS AND no CENTS	$26 00	$5,824 00
9	464	REINFORCED CONCRETE PIPE (18")(CL. III)	L F.	16	Thirty six DOLLARS AND no CENTS	$36 00	$576 00
10	464	REINFORCED CONCRETE PIPE (24")(CL. III)	L.F	16	Forty six DOLLARS AND no CENTS	$46 00	$736 00
11	481 (GC)	PVC PIPE (12") (SCH. 40)	L F.	50	Twenty six DOLLARS AND no CENTS	$26 00	$1,300 00

000032

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
12	467	SAFETY END TREATMENT (TY II)(RCP)(12")	EA.	18	Five hundred DOLLARS AND no CENTS	$500 00	$9,000 00
13	467	SAFETY END TREATMENT (TY II)(RCP)(18")	EA.	1	Six hundred DOLLARS AND no CENTS	$600 00	$600 00
14	467	SAFETY END TREATMENT (TY II)(RCP)(24")	EA	1	Eight hundred DOLLARS AND no CENTS	$800 00	$800 00
15	480	CLEAN EXISTING CULVERT	EA	2	Five hundred DOLLARS AND no CENTS	$500 00	$1,000 00
16	500	MOBILIZATION (5 % MAXIMUM)	L S	1	Thirty six thousand DOLLARS AND no CENTS	$36,000 00	$36,000 00
17	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	Mo	8	Two thousand DOLLARS AND no CENTS	$2,000 00	$16,000 00
18	529	4" CONCRETE CURB	LF.	2,230	Three DOLLARS AND no CENTS	$3 00	$6,690 00
19	531	CONCRETE SIDEWALK	S Y.	652	Thirty five DOLLARS AND no CENTS	$35 00	$22,820 00
20	164 GC	SEEDING FOR EROSION CONTROL	AC	6	One thousand two hundred fifty DOLLARS AND no CENTS	$1,250 00	$7,500 00
21	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	27	Four hundred DOLLARS AND no CENTS	$400 00	$10,800 00
22	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L.F	7,457	Zero DOLLARS AND forty CENTS	$0 40	$2,982 80
23	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(YELL)	L.F	7,732	Zero DOLLARS AND forty CENTS	$0 40	$3,092 80

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F.	441	Two DOLLARS AND no CENTS	$2 00	$882 00
25	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(YELL)	L.F.	210	Two DOLLARS AND no CENTS	$2 00	$420 00
26	666	REFLECTORIZED PAVEMENT MARKING (TY I)(12")(WH)	L.F.	84	Four DOLLARS AND no CENTS	$4 00	$336 00
27	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	5	One hundred DOLLARS AND no CENTS	$100 00	$500 00
28	672	RAISED PAVEMENT MARKER TY. I-C (40' C-C)	EA.	182	Five DOLLARS AND no CENTS	$5 00	$910 00
29	672	RAISED PAVEMENT MARKER TY. II-A-A (20' C-C)	EA.	464	Five DOLLARS AND no CENTS	$5 00	$2,320 00
30	SPEC. ITEM	REPL. EXIST. SECURITY GATE COMPLETE-IN-PLACE	EA.	2	Four thousand DOLLARS AND no CENTS	$4,000 00	$8,000 00
31	SPEC. ITEM	UPGRADE EXIST. SECURITY GATE CONTROLS, COMPLETE-IN-PLACE	EA.	1	**ALLOWANCE**	$15,000 00	$15,000.00
32	SPEC. ITEM	RELOCATE TREE	EA.	1	Five hundred DOLLARS AND no CENTS	$500 00	$500 00
33	SPEC. ITEM	SPEED HUMP COMPLETE-IN-PLACE	EA	2	One thousand two hundred DOLLARS AND no CENTS	$1,200 00	$2,400 00
34	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F.	396	Ten DOLLARS AND no CENTS	$10 00	$3,960 00
35	SPEC. ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA.	2	Two thousand DOLLARS AND no CENTS	$2,000 00	$4,000 00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
36	SPEC. ITEM	RELOCATE EXIST. AREA LIGHT COMPLETE-IN-PLACE	EA.	1	One thousand DOLLARS AND no CENTS	$1,000 00	$1,000 00
37	SPEC. ITEM	CLEAN EXISTING INLET	EA.	2	Two hundred fifty DOLLARS AND no CENTS	$250 00	$500 00
38	SPEC. ITEM	AREA INLET COMPLETE-IN-PLACE	EA.	2	One thousand DOLLARS AND no CENTS	$1,000 00	$2,000 00
39	SPEC. ITEM	WHEEL STOPS COMPLETE-IN-PLACE	EA.	30	Forty DOLLARS AND no CENTS	$40 00	$1,200 00
40	SPEC. ITEM	LOWER EXISTING 2" WATERLINE (SCH. 40 PVC)	L.F.	260	Twelve DOLLARS AND no CENTS	$12 00	$3,120 00
41	SPEC. ITEM	INTERPRETIVE SIGN	EA	10	ALLOWANCE	$1,000.00	$10,000 00
					SUBTOTAL BASE BID		$723,661.20

ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES

ITEM NO	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
42	SPEC. ITEM	HOT TAP TIE NEW 2" WATERLINE TO EXIST. WATERLINE w/NEW 2" BRASS GATE VALVE & BOX	EA.	1	Three thousand DOLLARS AND no CENTS	$3,000 00	$3,000 00
43	SPEC. ITEM	2" WATERLINE & APPURTENANCES COMP.-IN-PLACE (SCH 40 PVC)	LF.	2,120	Twelve DOLLARS AND no CENTS	$12 00	$25,440 00
					SUBTOTAL ADDITIVE ALTERNATE No. 1		$28,440 00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
44	110	EXCAVATION (ROADWAY)	CY.	113	Five DOLLARS AND no CENTS	$5 00	$565 00
45	247	FLEXIBLE BASE (TY A)(GR. 1) (DENS. CTRL.)(6")	S.Y.	2,583	Twelve DOLLARS AND no CENTS	$12 00	$30,996 00
46	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y	271	Three DOLLARS AND no CENTS	$3 00	$813 00
47	275	CEMENT	TON	6	One hundred fifty DOLLARS AND no CENTS	$150 00	$900 00
48	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y	232	Thirty four DOLLARS AND sixty five CENTS	$34 65	$8,038 80
49	400	STRUCTURAL EXCAVATION	CY.	30	Five DOLLARS AND no CENTS	$5 00	$150 00
50	400	CEMENT STABILIZED SAND BACKFILL	CY.	14	Thirty five DOLLARS AND no CENTS	$35 00	$490 00
51	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	124	Twenty six DOLLARS AND no CENTS	$26 00	$3,224 00
52	529	4" CONCRETE CURB	LF.	131	Three DOLLARS AND no CENTS	$3 00	$393 00
53	531	CONCRETE SIDEWALK	S.Y	220	Thirty five DOLLARS AND no CENTS	$35 00	$7,700 00
54	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	6	Four hundred DOLLARS AND no CENTS	$400 00	$2,400 00

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
55	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F.	168	Two DOLLARS AND no CENTS	$2 00	$336 00
56	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA.	4	One hundred DOLLARS AND no CENTS	$100 00	$400 00
57	SPEC. ITEM	GRASSCRETE PAVEMENT COMPLETE-IN-PLACE	S.Y.	2,486	Sixty five DOLLARS AND no CENTS	$65 00	$161,590 00
58	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	67	Forty DOLLARS AND no CENTS	$40 00	$2,680 00
					SUBTOTAL ADDITIVE ALTERNATE No. 2	$220,675 80	

000037

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
59	110	EXCAVATION (ROADWAY)	CY.	431	Five DOLLARS AND no CENTS	$5 00	$2,155 00
60	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL)	S.Y.	2,679	Three DOLLARS AND no CENTS	$3 00	$8,037 00
61	275	CEMENT	TON	54	One hundred fifty DOLLARS AND no CENTS	$150 00	$8,100 00
62	360	REINFORCED CONCRETE PAVEMENT (7")	S.Y.	2,587	Thirty four DOLLARS AND sixty five CENTS	$34 65	$89,639 55
63	400	STRUCTURAL EXCAVATION	CY.	44	Five DOLLARS AND no CENTS	$5 00	$220 00
64	400	CEMENT STABILIZED SAND BACKFILL	CY.	20	Thirty five DOLLARS AND no CENTS	$35 00	$700 00
65	464	REINFORCED CONCRETE PIPE (12")(CL. III)	L.F.	184	Twenty six DOLLARS AND no CENTS	$26 00	$4,784 00
66	465	INLET (COMPLETE)(TY. B)	EA	1	One thousand DOLLARS AND no CENTS	$1 000 00	$1,000 00
67	529	4" CONCRETE CURB	LF.	246	Three DOLLARS AND no CENTS	$3 00	$738 00
68	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA.	9	Forty DOLLARS AND no CENTS	$40 00	$360.00
69	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F.	108	Ten DOLLARS AND no CENTS	$10 00	$1,080 00
70	SPEC. ITEM	ACCESS GATE COMPLETE-IN-PLACE	EA.	1	Three thousand DOLLARS AND no CENTS	$3,000 00	$3,000 00

SUBTOTAL ADDITIVE ALTERNATE No. 3 $119,813 55

000038

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
71	110	EXCAVATION (ROADWAY)	CY.	398	Five DOLLARS AND no CENTS	$5 00	$1,990 00
72	275	CEMENT TREATED SUBGRADE (6") (DENS. CTRL.)	S.Y.	2,555	Three DOLLARS AND no CENTS	$3 00	$7,665 00
73	275	CEMENT	TON	51	One hundred fifty DOLLARS AND no CENTS	$150 00	$7,650 00
74	360	REINFORCED CONCRETE PAVEMENT (7")	S Y.	2,392	Thirty four DOLLARS AND sixty five CENTS	$34 65	$82,882 80
75	529	4" CONCRETE CURB	LF.	185	Three DOLLARS AND no CENTS	$3 00	$555 00
76	531	CONCRETE SIDEWALK	S.Y.	354	Thirty five DOLLARS AND no CENTS	$35 00	$12,390 00
77	644	SMALL ROADSIDE SIGN ASSEMBLY	EA.	6	Four hundred DOLLARS AND no CENTS	$400 00	$2,400 00
78	666	REFLECTORIZED PAVEMENT MARKING (TY I)(4")(WH)	L.F.	1,245	Zero DOLLARS AND forty CENTS	$0 40	$498 00
79	666	REFLECTORIZED PAVEMENT MARKING (TY I)(8")(WH)	L.F.	217	Two DOLLARS AND no CENTS	$2 00	$434 00
80	668	PREFABRICATED PAVEMENT MARKING (HANDICAP SYMBOL)	EA	5	One hundred DOLLARS AND no CENTS	$100 00	$500 00
81	SPEC. ITEM	4" UTILITY SLEEVES COMPLETE-IN-PLACE	L.F.	114	Twenty DOLLARS AND no CENTS	$20 00	$2,280 00
82	SPEC. ITEM	WHEELSTOPS COMPLETE-IN-PLACE	EA	55	Forty DOLLARS AND no CENTS	$40 00	$2,200 00

SUBTOTAL ADDITIVE ALTERNATE No. 4 $121,444 80

000039

BID FORM

PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

ADDITIVE ALTERNATE No. 5 ADDITIONAL COST FOR STAINLESS STEEL GATES

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
83	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 30	EA.	2	Two thousand DOLLARS AND no CENTS	$2,000 00	$4,000 00
84	SPEC ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 35	EA.	2	One thousand DOLLARS AND no CENTS	$1,000 00	$2,000 00
85	SPEC. ITEM	ADDITIONAL COST FOR STAINLESS STEEL GATE & HARDWARE FOR ITEM 70	EA.	1	Nine hundred ninety eight DOLLARS AND no CENTS	$998 00	$998.00

SUBTOTAL ADDITIVE ALTERNATE No. 5 $6,998 00

SUPPLEMENTAL ITEMS
TO BE USED ONLY WHEN DIRECTED BY THE ENGINEER

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
86	SPEC. ITEM	ADJUST EXISTING 4" SANITARY SEWER, COMPL. IN PLACE (PVC)	LF.	1,100	Sixteen DOLLARS AND twenty three CENTS	$16.23	$17,853 00
87	SPEC. ITEM	ADJUST EXISTING 6" SANITARY SEWER, COMPL IN PLACE (PVC)	LF	1,100	Eighteen DOLLARS AND twenty four CENTS	$18 24	$20,064 00
- 88	SPEC ITEM	EXCAVATE, EXPOSE & BACKFILL EXIST. SANITARY SEWER	EA.	1	**ALLOWANCE**	$3,000.00	$3,000 00

00040

BID FORM SUMMARY
PROPOSED ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

BASE BID	$723,661 20
ADDITIVE ALTERNATE No. 1 - REPLACE PARK WATERLINES	$28,440 00
ADDITIVE ALTERNATE No. 2 GRASSCRETE PARKING LOT	$220,675 80
ADDITIVE ALTERNATE No. 3 MAINTENANCE YARD PARKING LOT	$119,813 55
ADDITIVE ALTERNATE No. 4 PARKING LOTS ON ROADWAYS A, C & E	$121,444 80
TOTAL BID (BASE BID PLUS ADDITIVE ALTERNATES No. 1 THROUGH 4)	$1,214,035 35

This Proposal consists of a Base Bid and five Additive Alternates.

For a bid to be considered responsive all sections must be completed. Any combination may be awarded for contract, however in no case will an Additive Alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County.

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

000054

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 581,150.00
The cost of labor, profit, materials not in-place and all other charges	$ 632,885 35
TOTAL: (Must agree with bid)	$ 1,214,035 35

STATUTORY PERFORMANCE BOND

(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105577883	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C Link Road, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee), as Obligee, in the amount of Seven Hundred Fifty Nine Thousand Ninety Nine and 20/100

($759,099 20) dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 12 day of Apr, 2011, to Road and Parking Improvements at Ft Travis Park

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12 day of Apr, 2011

R W Lucas Construction, LLC
(Principal)

By _____
RYAN LUCAS, PRES.

Travelers Casualty and Surety Company of America

By _____
Kelly J Brooks, Attorney-in-Fact

STATUTORY PAYMENT BOND

(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105577883	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C Link Road, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee), as Obligee, in the amount of Seven Hundred Fifty Nine Thousand Ninety Nine and 20/100

($759,099 20) Dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 12 day of Apr, 20 11 , to Road and Parking Improvements at Ft Travis Park

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12 day of Apr , 2011

R W Lucas Construction, LLC
(Principal)

By _____
RYAN LUCAS, PRES.

Travelers Casualty and Surety Company of America

By _____
Kelly J Brooks, Attorney-in-Fact

HARTFORD, CONN

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No 215018 **Certificate No** 003853427

KNOW ALL MEN BY THESE PRESENTS That St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc , is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C A McClure, Kelly J Brooks, Kenneth L Meyer, and Michelle Ulery

of the City of Houston, State of Texas their true and lawful Attorney(s)-in-Fact each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 23rd day of August, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss

By _____
George W Thompson Senior Vice President

On this the 23rd day of August, 2010 before me personally appeared George W Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June, 2011

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C Tetreault Notary Public

58440-4-09 Printed in U S A

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kori M Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12 day of Apr, 20 11

Kori M Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www travelersbond com Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Travelers

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at.

Travelers Bond
Attn. Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3000
(267) 675-3102 Fax

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

Texas Department of Insurance
P.O Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53 202, Property Code, effective September 1, 2001.

OP ID: AMBR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/11

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

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

PRODUCER		CONTACT NAME	
Hotchkiss Insurance Agency LLC 13105 NW Freeway, Suite 850 Houston, TX 77040-6312 Tye Justice, CIC	713-956-9800 713-956-0331	PHONE (A/C, No, Ext)	FAX (A/C, No)
		E-MAIL ADDRESS	
		PRODUCER CUSTOMER ID #: LUCAS-1	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RW Lucas Construction LLC Lucas Construction Company Inc 551 Link Rd #C League City, TX 77573-5429	INSURER A: Allied Property & Casualty	42579
	INSURER B: Texas Mutual Insurance Co	22945
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [ ] LOC	X		ACPGLPO7232694793	07/31/10	07/31/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ACPBAPC7232694793	07/31/10	07/31/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $			ACPCAD7232694793	07/31/10	07/31/11	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001182104	07/31/10	07/31/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater Leased/Rented Eqp.			ACPCIMP7232694793 $1,000 DEDUCTIBLE	07/31/10	07/31/11	Any 1 Item Any 1 Occ	400,000 400,000

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

Project: Road and Parking Improvements at Ft. Travis Park.
Certificate Holder is named as additional insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER

GALVESO

Galveston County
Attn: Rufus Crowder, CPPB
722 Moody, 5th Floor
Galveston, TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Douglas S. Hotchkiss

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CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

NONE

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

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

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

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Ryan Lucas

March 31, 2011

Date

Adopted 06/29/2007

CONTRACT AWARD

CONTRACT FOR:
ROAD AND PARKING LOT IMPROVEMENTS AT FT. TRAVIS PARK

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 **1073**

Bid No. **B111036**

Contractor **R. W. Lucas Construction L.L.C.**

The Specifications and Drawings are enumerated as follows.

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

Special Provisions: **To Items 1 thru 9, Item 110, Item 260, Item 400 and Item 636**

Special Items
164 (GC) Seeding And Fertilizing For Erosion Control
168 (GC) Sprinkle Irrigation
481 (GC) PVC Pipe
5208 Precast Concrete Wheel Stops
5551 Vehicular Gate (Galvanized Steel)

DRAWINGS: **1 Thru 49**
ADDENDA:

Contract Award (continued)

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

Time of Completion The Contractor shall complete the work within 240 Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the Contract

The Contract Sum The County shall pay the Contractor for performance of the Contract, the sum of Seven Hundred Fifty-Nine Thousand Ninety-Nine and 20/100 Dollars ($ 759,099 20), 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: April 12, 2011

EXECUTED this 20 day of April, 2011.

COUNTY OF GALVESTON, TEXAS

BY _____
MARK HENRY, County Judge

ATTEST:
_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

_____

BY _____ - President
Signature - Title

Ryan Lucas
Printed Name

SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: ROAD AND PARKING LOT IMPROVEMENTS AT FT. TRAVIS PARK

In the event of a conflict between any provision of these Special Terms and Conditions and any other section or provision of this bid package or a contract awarded under this bid, the Special Terms and Provisions control. If you need additional information, contact the Project Administrator.

Qualified bids or exceptions to the bids are not allowed.

SCOPE:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to:
Stabilize the subgrade, construct reinforced concrete pavement, install new culverts and inlets, clean existing culverts and inlets, re-grade ditches, install pavement markings and signs, construct a "Grasscrete" parking lot and incidental and miscellaneous items. The project also includes coordination with the Galveston County Parks Department employees. Galveston County is the OWNER and permitting agency of this project.

The work to be performed will be administered by the County's Program Administrator, who, for the purposes of this contract is.

Name: G. Michael Fitzgerald, P E., County Engineer
Address: 722 Moody, Galveston, Texas 77550
Telephone No.: (409) 770-5399

GENERAL

The Contractor will be required to make submittals on all materials for pre-delivery approval.

All advance warning signs to be set two weeks prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County

For this project the contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction. These barricades and warning signs shall be constructed and placed in accordance with the barricades and construction standards, latest Texas MUTCD, and typical construction layouts, or as directed by the Engineer.

The Contractor shall be responsible for controlling excess dust and loose rocks produced by the work. The Contractor shall use methods which are reasonable and practical to control these problems.

PHASING

The Contractor shall submit a Phasing Plan to the Engineer for approval prior to commencing work. The park shall remain open to the public during all phases of construction.

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. Existing concrete slabs and structure remains will not be used for the storing or mixing of materials or the storing or repairing of equipment.

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 FIVE HUNDRED dollars ($500.00) 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 240 calendar days from the date of the Notice to Proceed.

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

An effort to determine all pipelines and utilities which may impact the project has been made All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor.

However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project.

EXPERIENCE

All bidders must have done a like project within the last two years.

EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly.

FIELD OFFICE

For this project the Contractor will/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".

TREE AND SHRUB REMOVAL

Some shrubs, trees and/or stumps will have to be removed from within the limits of the work. This removal shall be kept to a minimum as directed by the Engineer. No trees shall be cut down or removed without prior approval of the Engineer and the Galveston County Parks Department.

ANTIQUITIES

There are structures and the remains of structures including concrete slabs throughout the park. The Contractor shall preserve and protect them from damage during all phases of construction. No equipment or material storage or employee vehicle parking will be allowed on or near them.

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

000051

Foundation Drill Operator, Truck Mounted	$ 12.73	0.00
Front End Loader Operator	$ 10.65	0.00
Laborer, common	$ 9.15	0.00
Laborer, Utility	$ 9.81	0.00
Manhole Builder	$ 9.00	0.00
Mechanic	$ 13.72	0.00
Milling Machine Operator, Fine Grade	$ 13.17	0.00
Mixer operator	$ 10.33	0.00
Motor Grader Operator, Rough	$ 13.13	0.00
Motor Grader Operator	$ 11.67	0.00
Oiler	$ 12.12	0.00
Painter, Structures	$ 15.54	0.00
Pavement Marking Machine Operator	$ 8.18	0.00
Piledriverman.	$ 12.22	0.00
Pipelayer	$ 9.49	0.00
Reinforcing Steel Setter, Paving...	$ 15.14	0.00
Reinforcing Steel Setter, Structure	$ 13.87	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 9.91	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 10.43	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 11.07	0.00
Scraper Operator	$ 9.92	0.00
Servicer	$ 10.96	0.00
Sign Installer (PGM)	$ 8.54	0.00
Slip Form Machine Operator	$ 11 07	0.00
Spreader Box operator	$ 11.12	0.00
Structural Steel Worker	$ 12.13	0.00
Tractor operator, Crawler Type.	$ 13.00	0.00
Tractor operator, Pneumatic	$ 10.07	0.00
Traveling Mixer Operator	$ 11.00	0.00
Truck driver, lowboy-Float	$ 13.16	0.00
Truck driver, Single Axle, Heavy	$ 10.65	0.00
Truck driver, Single Axle, Light	$ 10.07	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 10.25	0.00
Work Zone Barricade Servicer	$ 9.94	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

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:

000055

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

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT.
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE·

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 19

Surety Company

Signature of Authorized Representative

Attest:
(Seal)·

Title

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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 Surel 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

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SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. **COUNTY AS OWNER**

The word "County" in this contract refers to the County of Galveston.

2. **CONTRACTOR**

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract.

3 **PROGRAM ADMINISTRATOR**

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract.

4. **STATUS OF CONTRACTOR**

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston.

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress.

5. **ASSIGNMENT AND SUBLETTING**

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

6. **EQUAL OPPORTUNITY**

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

7. **CONTRACT**

This contract consists of the following documents; Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

8. **DISCREPANCIES AND OMISSIONS**

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor

9 **COLLATERAL CONTRACT**

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

10. **TIME**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award.

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator.

11. **TIME AND ORDER OF COMPLETION**

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award.

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment.

12. **EXTENSION OF TIME**

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

13. **LOSSES FROM NATURAL CAUSES**

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost.

14 **KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

15. **PERFORMANCE OF WORK**

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

16. **STORAGE AND CLEANUP**

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work.

17. **WORKING HOURS**

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract.

18. **WORKSITE SECURITY**

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following:

a) its employees;
b) employees of subcontractors;
c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator; and
d) agents and/or employees of the County.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

19. **ALCOHOL/DRUG FREE WORKPLACE**

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract.

20. **LABOR**

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost.

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination

clause.

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part.

21. **WAGE RATES**

This Contract is a Public Works Contract governed by V.T.C.A., Government Code, Chapter 2258. That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq) are used in this contract and are incorporated and made a part hereof.

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area.

Contractor acknowledges that:

A) Pursuant to V.T.C.A., Government Code §2258.022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of $60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract; and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the County.

Contractor represents it has read this law and the penalties provided prior to entering into this agreement.

22. **UTILITIES**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

23. **PARKING**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

24. **FIRE AND SAFETY**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

25. **CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator.

26. **INSURANCE**

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage:

1) Workmen's Compensation
   a. State Statutory
   b. Applicable - Statutory

2) Comprehensive General Liability (including Premises – Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage)
   a. Bodily Injury –
      $100,000.00 each person, each occurrence
      $300,000.00 Aggregate, each occurrence
   b. Property Damage including loss of use –
      $100,000.00 Each occurrence
   c. Products and Completed Operations to be maintained for 1 year after Final Payment
   d. Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a. Bodily Injury
      $100,000.00 Each Person
      $300,000.00 Each occurrence
   b. Property Damage
      $100,000.00 Each occurence

4) Personal injury, with Employment Exclusion deleted:
   $100,000.00 Each occurence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles):
   a. Bodily Injury
      $100,000 00 Each Person
      $300,000.00 Each occurrence
   b. Property Damage
      $100,000.00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

The above requirements do not establish limits of Contractor's liability.

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage

Such insurance is to be provided at the sole cost of Contractor.

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents.

The County shall be named as "additional insured" on such policies as are specified above.

The County reserves the right to require additional insurance should it be deemed necessary.

27. **SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced.

28. **DAILY CLEANUP**

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations. Materials which are stored on-site shall be stored in an orderly manner. Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed. Truck hauling materials must be covered to keep materials from littering streets

29. **FINAL GRADING**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

30. **RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County.

31. **INSPECTION**

County reserves the right to inspect the work done by Contractor at any time.

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications.

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time. Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor.

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work.

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed.

32. **DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

33. **SUBSTANTIAL COMPLETION**

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same.

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken; however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

34. **FINAL COMPLETION AND ACCEPTANCE**

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate.

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied.

35. **PARAGRAPH 35 HAS BEEN DELETED**

36. **PROGRESS PAYMENTS AND RETAINAGE**

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose. Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed. Applications for payment shall be made monthly by Contractor.

The County shall then pay the Contractor per the provisions of Texas Government Code, Chapter 2251, on or before 30 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement.

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contact equals Ninety Five Percent (95%) of the total contract amount.

37. **ESTIMATED QUANTITIES**

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

38. **CHANGES AND ALTERATIONS**

Contractor further agrees that Program Administrator may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case Program Administrator shall

make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

39 **EXTRA WORK**

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator: subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or
Method (b) - By agreed lump sum: or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Program Administrator or by him agreed The Program Administrator may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work

Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

40. **FINAL PAYMENT**

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract; and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work.

41 **HINDRANCES AND DELAYS**

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor.

42. **TIME OF FILING CLAIMS**

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception. The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing.

43. LIQUIDATED DAMAGES FOR DELAY

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay.

44. ABANDONMENT BY CONTRACTOR

Should Contractor fail to start or resume work within ten (10) days after written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate.

45. TERMINATION

County may terminate this Contract:

i. immediately by giving written notice, if Contractor breaches its obligation under the Contract; or
ii. with or without cause, after giving 30 days written notice of termination to Contractor.

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed. The amount of such payment will be determined by the Program Administrator.

46. SALVAGE

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the Program Administrator. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

47. **COMPLIANCE WITH CODES**

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work

48. **INDEMNITY**

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and it officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract.

49. **PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES**

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

50. **PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT**

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County.

51. **LAWS AND ORDINANCES**

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

52. **WARRANTY**

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

53. **PERMITS AND LICENSES**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

54. **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:
to County at:

Hon. Mark Henry, County Judge
Galveston County Courthouse, 2nd floor
Galveston, TX 77550
Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal.

55. **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence.

56. **APPLICABLE LAWS**

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting.

57. **ENTIRETY OF AGREEMENT AND MODIFICATION**

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

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

58 **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable.

59. **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall be exclusively in Galveston County.

60. **LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

61. **EMPLOYMENT VERIFICATION**

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all

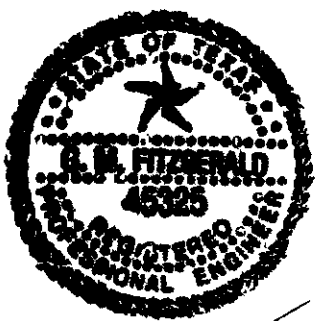
reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/or Subcontractor paying the County the amount of $60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

SECTION V
SPECIFICATIONS

PROJECT: ROAD AND PARKING IMPROVEMENTS AT FT. TRAVIS PARK

COUNTY: GALVESTON

"The Enclosed Texas Department of Transportation specifications, special provisions, special specifications, general notes and specification data in this document have been selected by me or prepared under my responsible supervision as being applicable to this project."



G. Michael Fitzgerald, P.E.
County Engineer

3-1-11
Date

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All Specifications and Special Provisions applicable to this Project are identified as follows:

STANDARD SPECIFICATIONS.

"Standard Specifications For Construction and Maintenance of Highways, Streets and Bridges" as adopted by the Texas Department of Transportation, June 1,2004

SPECIAL SPECIFICATIONS

164 (GC) Seeding And Fertilizing For Erosion Control
168 (GC) Sprinkle Irrigation
481 (GC) PVC Pipe
5208 Precast Concrete Wheel Stops
5551 Vehicular Gate (Galvanized Steel)

SPECIAL PROVISIONS:

Special Provisions to Items 1THRU 9, 110, 260, 400 and 636

GENERAL. The above listed specification items are those under which payment is to be made These, together with such other pertinent items, if any, as may be referred to in the above listed specification items, and including the special provisions listed above, constitute the complete specifications for this project. No separate payment will be made for any item that is not specifically set forth in the bid sheets and all costs therefore shall be included in the prices named in the bid sheets for the various appurtenant items of work.

GENERAL NOTES AND SPECIFICATION DATA

1) The contractor shall carefully examine the drawings and specifications, visit the site of this work, and check the proposed locations of all new work. The contractor shall inform himself, in detail, as to all existing conditions, limitations, available clearances, and shall thoroughly check all facilities, which are to be removed and/or relocated.

2) Accessible parking spaces and access routes are to be constructed to Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statues, effective April 1, 1994. The Contractor will ensure that the slope of accessible routes does not exceed 1:20(5%) and cross slope does not exceed 1.50 (2%). The surface slope of accessible parking spaces and access aisles shall not exceed 1:50 (2%) in all directions.

3) Where a material or product is referred to on the drawings by a manufacturer's brand or trade name, it is for the purpose of establishing a standard or quality. Similar materials or products of equal quality (meeting design requirements) from other manufacturer's will be given due consideration provided they are submitted to and approved by the Engineer as per the provisions of the general conditions.

4) An effort to determine all the pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustment 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 County's facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

5) The drawings and specifications are correlative and have equal authority and priority. Should they disagree in themselves, or with each other, base the bids on the most expensive combination of quality and quantity of the work indicated. The Engineer will clarify the project requirements in the event of the above mentioned disagreements.

6) The faces of park information signs within the limit of work shall be carefully removed and salvaged. The Engineer will designate an area within the park for storage. Park information signs which are not in the way of construction shall be left in place and protected from damage by the Contractor's operations. If any of the signs that remain in place are damaged by the Contractor's operations, they shall be replaced at the Contractor's expense.

7) The Contractor shall be responsible for obtaining and furnishing all permits and licenses, city, county, state or federal as are required for the performance of this contract.

8) All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental and no separate payment shall be made for same.

9) 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 specially authorized by the Engineer. Permission will be granted to store materials on subject surfaces if no damage or discoloration will result.

10) All existing culverts to be removed shall become the property of the Contractor and shall be properly disposed of off-site.

11) Trees, shrubs and/or stumps will have to be removed from within the limits of the work. This work shall be as directed by the Engineer and shall be incidental to Item 100, "Preparing Right-Of-Way" No trees shall be cut down, removed or pruned without the prior approval of the Engineer and the Galveston County Parks Department. Trees shown on the plans designated for relocation shall be replanted at the locations designated by the Engineer. Payment will be made under the Special Item "Remove And Relocate Tree". The Contractor shall remove trees carefully and shall take all precautions necessary to limit damage to the surrounding trees which are to remain. Stumps shall be removed through excavation only, stump grinding will not be permitted. Stump removal shall include complete removal of the root system.

12) It is the intent of Galveston County to preserve and protect the Ft. Travis Park grounds and trees while under this construction. The Contractor shall take all precautions necessary to preserve and protect the Park and it's trees. Parking and/or servicing of vehicles and equipment under the branches of trees will not be permitted. If it is determined by the Engineer that the Contractor is not following this policy, protective fencing shall be erected at the Contractor's expense.

13) When installing the utility sleeves the Contractor will place PVC plugs on both ends of the sleeves. A 12" long, No. 4 rebar will be placed at each end of the sleeves. Sleeves shall be installed a minimum of 18 inches below the flow line of the nearest ditch.

14) All removed, demolished, obliterated, excess and waste materials shall become the property of the Contractor and shall be properly disposed of off-site. Handling, hauling and disposal shall be considered subsidiary to the various bid items and no separate payment shall be made for same.

15) The park will remain in full operation in non-work areas during the contract. The Contractor will not interfere with park activities in non-work areas.

16) Item 110: Excavation

In those instances where manipulation of the excavated materials requires that the materials shall be removed more than once to accomplish the desired results, the excavation will be measured and paid for once only regardless of the manipulation required.

At structure locations, ditch grades and channel bottom widths shall be transitioned as directed by the Engineer.

17) Item 164 (GC): Seeding And Fertilizing For Erosion Control

The application of seed and fertilizer will be at the composition and rates stated in the specifications and on the basis of estimate.

The applications of fertilizer will not be paid for directly, but will be considered incidental to Item 164 (GC) "Seeding And Fertilizing For Erosion Control".

The Contractor shall be responsible for the establishment and proper care of the stand of grass over the entire seeded area. It is the intent of these specifications to have a good, thick, mowable stand of grass over the entire project before final acceptance of same.

18) Item 275: Portland Cement Treated Base (Road Mixed)

Construction joints between new base and base previously placed shall be wetted and coated with dry cement prior to the addition of new base.

All transverse and longitudinal joints shall be vertical.

All finishing operations shall be completed within a period of five hours after the cement is added to the base material.

The method of spreading the material should result in layers of base of uniform depth and loose density prior to compaction.

Curing for the final course of portland cement treated base shall be accomplished by means of an asphaltic distribution, so operated that the amount of asphaltic material shall be sufficient to completely cover and seal the total surface and fill all the voids. Asphalt used to cure portland cement treated base shall meet the requirements of Item 300, "ASPHALTS, OILS AND EMULSIONS". The materials used for curing of the finished courses of portland cement treated base shall be PCE.

The mix shall contain a minimum of 40 Lbs of cement per square yard of subgrade.

19)Item 360 Concrete Pavement

Concrete mix to have a minimum cement content of 6 sacks per cubic yard and reach a compressive strength of 3500-psi at 7 days.

For this project Item 585, "Ride Quality For Pavement Surface" will not be required.

When conventional paving methods are used (forms), a longitudinal finishing machine will be required. The longitudinal finishing machine shall be provided with a longitudinal float not less than ten feet in length, adjusted to a true plane, shall be power driven and mounted in a substantial frame equipped to ride on forms, and shall be so designed and operated as to finish to the required grade. In lieu of the longitudinal finishing machine the Contractor may use a longitudinal transangular float (also known by various trade names such as V Finisher, Lewis Transangular Finisher, C.M.I. Tube Float, etc.) adjustable to crown and grade. The operation of the longitudinal transangular float shall be as approved by the Engineer.

The Contractor shall have on the job site sufficient polyethylene fabric, as directed by the Engineer, to cover a section of concrete pavement 600 feet long and 25 feet wide.

Concrete placement will not be permitted when impending weather conditions, in the opinion of the Engineer, may result in rainfall or low temperatures which will impair the quality of the finished work.

If concrete pavement surfaces are damaged while in a plastic state, damaged portions, as directed by the Engineer, shall be repaired before that area receives permanent pavement markings and is opened to traffic. Repairs shall be structurally equivalent to and cosmetically uniform with the adjacent undamaged areas. "Grouting" onto the surface is not an acceptable repair procedure.

Concrete pavement shall contain not less than six sacks of cement per cubic yard of concrete and reach a compressive strength of 4000-psi at 28 days.

Unless otherwise shown on the plans, the acid insoluble residue of the fine aggregate shall not be less than 85% by weight when tested in accordance with test method TEX-612-J. When natural sand is used as fine aggregate, this requirement will be waived.

20)Item 400: Excavation And Backfill For Structures

Aggregate for cement stabilized backfill shall be sand, and free from deleterious matter and subject to approval of the Engineer.

Cement stabilized backfill shall contain a minimum of 7% of Portland cement based on the dry weight of combined aggregate and cement.

When backfilling pipes or boxes with stabilized material, the material shall be placed in lifts not to exceed 24 inches in depth (loose measurement), and shall be compacted using mechanical means. Special care shall be taken to tamp the material under the pipe haunches in the lower one-fourth of the pipe height

21)Item 421: Portland Cement Concrete

For this contract the control of the concrete quality will be based on the 28 day compressive test determined by TEX-418A.

22)Item 464: Reinforced Concrete Pipe

For this project all new culverts shall meet the requirements of ASTM C76, Class III.

Safety end treatments for the culvert pipes shall be as shown and detailed in the plans.

Rubber gaskets will be required for concrete pipe joints on this project except for connections of safety end treatments, driveway culverts and joints between existing pipes and extensions.

The Contractor's attention is called to the fact that the flowline elevations of all side road structures are based on the proposed ditches. These elevations shall be field verified by the Contractor and adjusted as necessary to meet the field conditions.

23)Item 500: Mobilization

The total lump sum payment for the bid item "Mobilization" shall not exceed 5% of the total bid.

24)Item 502: Barricades, Signs And Traffic Handling

For details of signs, barricades and placement of such see "Barricades And Construction Standards" sheets BC(1)-07 through BC(12)-07.

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" sheets BC(1)-07 through BC(12)-07, and latest Texas MUTCD and typical construction layouts, or as directed by the Engineer.

For pedestrian safety, plastic construction fencing a minimum of 4 feet high shall be used around open excavations.

Two weeks prior to any alteration in traffic patterns, the Contractor will provide the Engineer, for his approval, a layout showing all signs, barricades, striping and signalization. The approval of this layout by the Engineer will not relieve the Contractor of his responsibility for the protection of the traveling public.

All advance warning signs are to be set prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County. The contractor will coordinate with the Galveston County Engineering Department in establishing traffic routes and location of signs.

The Contractor shall provide, install, move, replace and maintain in a clean and good condition all barricades, signs, barriers, cones, lights, signals, and other such type devices as ma be required by Item 502, "Barricades, Signs And Traffic Handling". Upon completion of the work, all barricades, signs, barriers, etc. and evidences there of shall be removed by the Contractor.

Materials furnished and work performed under these provisions shall be measured and paid for by the month in accordance with Item 502, "Barricades, Signs And Traffic Handling".

All equipment shall be off the road by dark and before dawn.

Existing drainage shall be maintained at all times.

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"

25)Item 636: Aluminum Signs (Type A)

For this project aluminum, Type A signs shall be furnished. Aluminum type a signs shall be 0.08 inch thick for sign area less than 9 square feet, 0.10 inch thick for sign area of 9 to 16 square feet and 0.125 inch thick for sign area of 16 square feet and greater.

26)Item 644: Small Roadside Sign Assemblies

The Contractor's attention is directed to the fact that the lengths of the posts for ground mounted signs are approximate. The Contractor shall verify the lengths prior to ordering these materials in order to meet the existing field conditions and to conform with the sign mounting heights shown on the details in the plans.

All sign locations, as shown on the plan sheets, are approximate. Exact locations for signs shall be staked by the Contractor and will be approved by the Engineer.

Yellow Fiberglass Reinforced Plastic and Pos-Loc Thin Wall Tube type sign supports will not be allowed on this project.

Existing traffic signs that are to be removed shall become the property of the Contractor. Removal of existing signs will not be paid for directly but shall be considered incidental to Item 644, "Small Roadside Sign Assemblies".

27)Item 666: Reflectorized Pavement Markings

For this project all reflectorized pavement markings shall consist of Type I marking materials.

The concrete section of the roadway shall be sealed before application of the Type I markings by placing Type II markings at least two (2) and no more than thirty (30) days prior to placing the Type I markings.

All materials used for pavement markings will be supplied by the Contractor.

All pavement markings shall be placed in accordance with details shown in the plans or in the "Texas Manual On Uniform Traffic Control Devices For Streets And Highways" unless otherwise directed by the Engineer.

The contractor shall be required to clean and sweep all portions of the roadway before striping and pavement marking placement as directed by the Engineer. This work will not be paid for directly, but shall be considered incidental to item 666 "Reflective Pavement Markings".

Where the work consists of thermoplastic pavement markings or traffic buttons, the "final inspection" of same shall be governed by the following: Whenever the work provided for and contemplated under the contract has been satisfactorily completed, final cleaning up performed and all pavement markings have remained in place for a minimum of thirty (30) days in a satisfactory manner, the representative in charge of the work will notify the Engineer authorized to accept same to make the "final inspection". Such inspection will be made within ten (10) days after such notification. After such final inspection, if the work is found to be satisfactory, the Contractor will be notified in writing of the acceptance of same. No time charge will be made against the Contractor between the date of final inspection of the work.

SPECIAL ITEMS

28) Security Gates:
Shop drawing approval by the Engineer shall be required prior to fabrication.

The new gates shall be the same as or similar to the existing gates in material and design.

29)Access Gates:
Shop drawing approval by the Engineer shall be required prior to fabrication.

An example of the gate construction can be inspected at Carbide Park in La Marquee.

30)Grasscrete Pavement
The grasscrete pavement shall be a pervious concrete system built by Bomanite Corporation, P.O. Box 599, Madera, CA 93639-0599 or approved equal.

The bid price shall include all items and work necessary for a finished pavement including but not limited to excavation, concrete, sand, topsoil and grass. Crushed limestone base shall be paid for separately.

31) Waterlines:
When work is completed on the park waterlines the line shall be cleaned and chlorinated per health department requirements.

The trench shall be backfilled properly to prevent future settlement.

32)Sanitary Sewer:
The supplemental allowance for excavating, exposing and backfilling the sanitary sewer is based on using a backhoe with operator and two laborers.

33)Relocate Existing Area Light

All work involved in relocating the existing area light must meet National Electric Code requirements.

The relocation shall be accomplished using fiberglass, PVC or other non-mtalic corrosion resistant junction boxes.

The foundation shall be a drilled shaft at least six feet below the ground surface and two feet above finish grade. The diameter of the shaft shall be equal to the existing base. The concrete shall be a minimum strength of 4000 psi at 28 days.

Anchor bolts, nuts and washers shall be either hot-dipped galvanized or stainless steel.

SPECIAL ITEM 164 (GC)

SEEDING AND FERTILIZING FOR EROSION CONTROL

164.1 Description

This item shall consist of preparing ground, providing and hydromulching seeds and fertilizer, rolling and other management practices along and across such areas that are to be re-seeded as designated as on the plans and in accordance with these specifications.

164.2 Materials

Seed: All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PLS=purity + germination) name and type of seed Seed furnished shall be of previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer. Seeding shall be a combination of Bermuda grass (hulled) at 15lb./acre and Rye grass 25 lb./acre for a total of 40lb./acre.

Fertilizer: Fertilizer shall be delivered in bags or containers clearly labeled showing the analysis. The fertilizer is subject to testing in accordance with the Texas Fertilizer Law. Fertilizer that is powdered or caked will be rejected. A pelleted or granulated fertilizer which has an analysis of 12-12-12, (percentage of nitrogen, phosphoric acid, and potash nutrients) shall be uniformly applied at a rate of 830/lbs acre. In the event it is necessary to substitute a fertilizer of different analysis, the total amount of nutrients furnished and applied per acre shall equal that specified for each nutrient. Any such substitution shall be approved in advance by the Engineer

Mulch: Mulch for use with hydraulic application of grass seed and fertilizer shall consist of specially prepared wood cellulose fiber or shredded paper fiber It shall be processed in such a manner that it will not contain germination or growth inhibiting factors. It shall be dyed green to allow visual metering of its application The fibers shall have the property of becoming evenly dispersed and suspended when agitated in water When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like ground cover, which readily absorbs water, and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications, shall refer only to air dry weight of the fiber, a standard equivalent to 10 percent moisture. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds, and shall be marked by the manufacturer to show the air dry weight content. Suppliers shall be prepared to certify that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements.

164.3 Construction Methods

All exposed topsoil shall be seeded. All areas to be seeded shall be cultivated to a depth of 4 inches. The seed bed shall be firmed with a roller not exceeding 90 pounds for each foot of roller width and then cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deep for optimum germination. The proper cross-section shall be maintained throughout the process of cultivation and any necessary reshaping shall be done prior to any planting of seed.

Seeding and fertilizing shall be accomplished by hydromulching only.

The application of the mulch slurry shall be made with hydraulic equipment, which has a built-in agitation system with an operating capacity sufficient to agitate, suspend and homogeneously mix slurry. The slurry distribution lines shall be large enough to prevent stoppage and shall be equipped with hydraulic spray nozzles which provide even distribution of the slurry on the slopes to be seeded. The fiber mulch shall be applied at the rate of 2000 pounds per acre in combination with water, fertilizer, and seed, and shall be sprayed over the soil in a uniform coat. The mulch shall be kept moist by daily application of water if necessary, until the seeds in the mulch have germinated and rooted in the soil and are visibly growing above the soil surface

164.4 Measurement

Acceptable work and material for "Seeding and Fertilizing for Erosion Control" will be measured by the acre complete in place. The quantity measured shall be from edge of subgrade to top of bank in areas where ditches are to be re-graded as shown on the plans Any work done outside said limits shall be at the Contractor's expense. This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal.

164.5 Payment

The work and materials prescribed by this item and measured as provided under "Measurement" shall be paid for at the unit price bid for "Seeding and Fertilizing For Erosion Control". This price shall be full compensation for furnishing all labor, materials, supervision, equipment, and incidentals necessary to satisfactorily complete the work except as follows: Water for irrigating the seed bed shall meet the requirements of Item 168 (GC) "Sprinkle Irrigation", however shall be considered incidental to this item and no separate payment shall be made for same. All rolling performed as required shall be considered incidental to this item and no separate payment shall be made for same

Seeding will not be accepted until the planted seed has germinated, rooted in the soil, and is visibly growing above the surface of the topsoil. The Contractor shall be responsible for the establishment and proper care of a stand of grass over the entire seeded area. It is the intent of these specifications to have a good, thick, mowable stand of grass over the entire project and before final acceptance of same.

SPECIAL ITEM 168 (GC)

SPRINKLE IRRIGATION

168.1 Description

This item shall consist of providing and properly applying water on all seeded areas, and any other area as directed by the Engineer and as herein specified.

168.2 Materials

Water shall be clean and free of industrial wastes and other substances harmful to the growth of grass.

168.3 Construction Methods

This work shall be done within 24 hours after rolling the seed bed or as directed by the Engineer. The Contractor will furnish and operate sprinklers, nozzles, or other approved equipment which will insure the distribution of water in a uniform and controllable rate of application. The Contractor shall apply the water as necessary to cause the seed to germinate and sprout and without causing erosion or displacement of the topsoil

168.4 Measurement and Payment

This item shall be considered incidental to other items and no separate payment shall be made.

SPECIAL ITEM 481 (GC)

PVC PIPE

481.1 Description.

This Item shall govern for the furnishing and installing of Poly Vinyl Chloride (PVC) pipe, of the various sizes and types as shown on the plans.

481.2 Material.

PVC pipe and fittings which are to be cast in concrete or buried shall meet the requirements of ASTM D3034 Type SDR-35 of the nominal size shown on the plans. PVC pipe and fittings which are to be exposed shall meet the requirements of ASTM D1785 and D2466, schedule 40, of the nominal size shown on the plans

The Contractor shall furnish the Engineer a manufacturer's certification that the material was manufactured, sampled, tested, and inspected in accordance with and meets the requirements of the pertinent ASTM specification

Pipe furnished under this specification shall bear the following markings:

1. Manufacturer's name or trademark and code
2. Nominal pipe size
3 The PVC cell classification (example: 12454-B)
4. The schedule, size or other legend (example: Type PSM SDR 35 PVC Sewer Pipe)
5. The specification designation (example: ASTM D1785)

Fittings furnished shall bear the following markings:

1. Manufacturer's name or trademark
2. Nominal pipe size
3. Material designation (example: PVC)
4. The schedule, size or other legend (example: sched 40)
5. The specification designation (example. ASTM D3034)

Pipe and fittings shall be free from defects which, in the judgment of the Engineer, would hinder their ability to function as designed.

The dimensions of the PVC pipe shall be as shown on the plans. The fittings shall properly fit the pipe supplied.

481.3 Construction Methods.

The pipe shall be installed at the locations and to the lines, grades and dimensions shown on the plans or as revised by the Engineer.

All fittings shown on the plans and any other fittings necessary to properly install the pipe, including splice fittings, if necessary, shall be attached to the pipe by solvent welding using solvent meeting ASTM D2564 and in accordance with the manufacturer's recommendations.

481.4 Measurement.

This Item will be measured by the linear foot along the centerline of the pipe as installed.

481.5 Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "PVC Pipe" of the various sizes and types specified. This price shall be full compensation fur furnishing and installing the PVC pipe; for all fittings, hangers, clamps, straps, anchors, guard plates, excavation, backfill and painting; and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

ITEM 5208

PRECAST CONCRETE WHEEL STOPS

1. **Description.** This Item shall govern for the installation of commercially produced concrete wheel stops at the locations and as detailed on the plans.

2. **Materials.** The wheel stops shall be cast with a concrete that has a minimum strength equal to that of Class A concrete as defined in Item 421, "Portland Cement Concrete" Each wheel stop shall be six (6) feet long except as otherwise shown on the plans.

   Minimum reinforcing for each wheel stop shall be two (2) No 4 bars placed longitudinally.

   Reinforcing steel shall conform to the requirements of Item 440, "Reinforcing Steel".

   Alternative materials and designs may be used when approved in writing by the Engineer.

3. **Construction Methods.** Type of anchor rod and method of anchoring shall be as shown on the plans or as approved by the Engineer.

4. **Measurement.** This Item will be measured as each wheel stop, complete in place

5. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Precast Concrete Wheel Stops" of the type detailed on the plans. This price shall be full compensation for furnishing, preparing, hauling and placing all materials, and for all labor, equipment, tools and incidentals necessary to complete the work.

SPECIAL SPECIFICATIONS

ITEM 5551

VEHICULAR GATE
(GALVANIZED STEEL)

5550.1. Description. This Item shall govern for furnishing and installing gates at locations shown in the plans, including all posts, bracing, and accessories as specified herein and as shown on the plans.

5550.2. Materials. All materials shall conform to standard specifications Item 445 "Galvanizing".

5550.3. Construction. Submit for approval shop or erection drawings clearly and precisely showing the following:

1. The size and gauge of members.
2. Latches (open and closed).
3. The method of securing members or parts together.
4. Stop signs mounted on gate.
5. Show size and depth for concrete footings for posts (the concrete footing shall be cast up to finished grade and crowned one (1) inch to shed water).
6. Other pertinent data necessary to show the work to be done and how it is to be done.

5550.1. Measurement. Gates will be measured as each vehicular gate or vehicular gate (double) complete in place.

5550.2. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Vehicular Gate," or "Vehicular Gate (Double) of the type, height and width of opening required. This price shall be full compensation for furnishing all materials; for fabricating, preparation, hauling, handling and erecting, including all miscellaneous fittings, stop signs, braces, latches, and for all manipulation, labor, tools, equipment and incidentals necessary for a complete gate installation.

SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TxDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Articles 1 26, "Certificate of Insurance" ; 1.28, "Commission", 1.47, "Department", 1 70 "Letting Offical " and 1.124 "State" are deleted

Article 1 53, "ENGINEER", is revised to read in its entirety as follows:

1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Article 1 64, "INSPECTOR," is revised to read in its entirety as follows:

1 64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain of the activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Special Provisions to Item 1

"DEFINITION OF TERMS"

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1.148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County --and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions, to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

SPECIAL PROVISION TO ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in it's entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in it's entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents

SPECIAL PROVISION TO ITEM 4

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 4.2 "CHANGES IN WORK," ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 38 "CHANGES and ALTERATIONS" and ARTICLE 39 "EXTRA WORK" of Section IV, "General Terms and Conditions"

SPECIAL PROVISION TO ITEM 5

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR." The last sentence of the first

paragraph is hereby revised to read as follows:

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions"

ARTICLE 5.8 "FINAL ACCEPTANCE," is hereby deleted in its entirety. It is replaced by Article 34. "Final Completion And Acceptance" of Section IV, "General Terms And Conditions".

SPECIAL PROVISION TO ITEM 6

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. "Buy America" and B. "Buy Texas" are hereby deleted in their entirety

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in it's entirety

SPECIAL PROVISION TO ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions"

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8 1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order.

ARTICLE 8.2 "PROGRESS SCHEDULES", B. "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

SPECIAL PROVISION TO ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby deleted in its entirety.

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows:

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 39, "EXTRA WORK" of Section IV, "General Terms and Conditions".

ARTICLE 9.5 "FORCE ACCOUNT" is hereby deleted in its entirety.

ARTICLE 9.6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions".

ARTICLE 9.8 "FINAL PAYMENT" is hereby deleted in its entirety and replaced by ARTICLE 34, "FINAL COMPLETION AND ACCEPTANCE" and ARTICLE 40, "FINAL PAYMENT" of Section IV, "General Terms and Conditions".

SPECIAL PROVISION TO ITEM 110

EXCAVATION

For this project, Item 110, 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 110.1 "Description" Add the following sentence:

"This Item shall include any asphalt surface and base either stabilized or not which may be encountered."

SPECIAL PROVISION TO ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

For this project, Item 400, 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 400.3 (B) "Shaping and Bedding". Is hereby deleted in its entirety and replaced by the following paragraph:

Article 400.4 "Shaping and Bedding" Limits of excavation, backfill and cement stabilized backfill are as shown in details on the plans or as directed by the Engineer

Article 400.4 "Measurement" Subsections "A. Structural Excavation", "B Cement-Stabilized Backfill" and "C. Cutting and Restoring Pavement" are deleted in their entirety and replaced by the following paragraphs:

Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will not be paid for directly but shall be considered incidental to the various bid items. Cement stabilized backfill will be measured by the cubic yard

Quantities for structural excavation of pipe headwalls, utility sleeves, culvert widening (extensions) 15 feet of less in length, storm sewers and side road and private entrance pipe culverts will not be not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

Article 400.8 "Payment". Add the following paragraph:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Cement Stabilized Backfill" and "Structure Excavation (Culvert)".

SPECIAL PROVISION TO ITEM 636

ALUMINUM SIGNS (TYPE A)

For this Project, Item 636 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

Articles 636.4 "MEASUREMENT" and 636.5 "PAYMENT" are hereby deleted in their entirety and replaced by the following:

636.4 "MEASUREMENT AND PAYMENT" The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the bid item "Small Roadside Sign Assemblies."

SECTION VI
PLANS

AGENDA ITEM #22

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

March 30, 2011

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

Re: Purchase of Office Furnishings for the Texas Cooperative Extension Building

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, to procure office systems furnishings for the Texas Cooperative Extension Building project

It is further requested that we procure these items from OM Workplace through their contract agreement with the Texas Cooperative Purchasing Network (TCPN) of which the County is a participant. These contracts have been competitively bid for participating local government use.

The quote is attached for your perusal

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

County Architect

MEMO

Date .... March 30, 2011

Addressed to:

Rufus Crowder ... . Galveston County Purchasing Agent

Project:

Texas Cooperative Extension Service Office Building for Galveston County

Items:

This office requests Commissioners' Court approve the attached quote of OM Workspace to provide systems furnishings for the Cooperative Extension Service Building at Carbide Park and authorize the Purchasing Agent to issue Purchase Orders for that material and installation.

A furnishings evaluation group including Rufus Crowder, Dudley Anderson, Charles Kenworthy, OC Unbehagen, and Brian Maxwell previously selected the Teknion "Expansion Desking" system as the standard for Galveston County projects funded by the 2008 Bonds. This group considered systems manufactured by Teknion, Herman Miller, HON, Steelcase, All Steel, and Kimball. The selection criteria included quality, durability, cost, and appearance. This system consistently rated in the top 2 for quality and at the top for pricing of the 2 preferred systems.

We received quotes on Teknion and other systems furnishings from OM Workspace for a total installation for $135,829.18 This is below the budgeted $150,000 for this project. The quote and spreadsheet are attached.

Quotes are based upon the TCPN cooperative buying group. The quote is lower than the TXMAS service we have previously used

Dudley Anderson, County Architect

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Galveston County Architect

Galveston County Mid County Annex
Pre-Proposal Submittals from Various Furniture vendors and manufcaturers

Manufacturer and Vendor	Workstations	Private Offices	Installation	Fees	CAD	CAD Install	File Storage	Conference/Outpost	Seating	Misc	Sub-Total	Exam Room	High Density filing	Sub-Total	Case work	Sub-Total	Laboratory furnishings	TOTAL
Office Pavilion Herman Miller	$403,259	$75,947	$142,837	$12,500	$123,763	$26,913	[illegible]	$0	[illegible]		[illegible]	NR	NR		NR		NR	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	NR	NR		NR		NR	
[illegible] Workspace Teknoo	[illegible]	[illegible]	[illegible]	$0	[illegible]	$0	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]		NR		NR	
[illegible]	$522,500	$115,612	$67,500	$21,[illegible]	$249,367	$18,000	$81,800	$81,[illegible]	$217,746	$18,800	[illegible]	[illegible]	[illegible]		NR		NR	
[illegible]	$316,212	$121,115	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	NR	NR		NR		NR	
														NA		NA		
Evaluator																		
Evaluator Signature			Evaluation Date															

OMWorkspace.
The premier contract furniture division of Office Max

March 29, 2011

To: Dudley Anderson

From: Shannon Meek/OMWorkspace

Thank you for the opportunity. Attached you will find our analysis of TXMAS, TCPN and Choice Facility Partners. We have calculated the difference between them and believe Galveston County will save $4832.73 on the TCPN contract, this includes TCPN rebates of 2%. We have not calculated Choice's Rebate.

OMWorkspace has saved Galveston County additional costs such as:

Design Time	$2,400
Project Management	$1,500
Shipping Fees	$15,000
Total Savings	$23,732
Total Project Cost	$135,829.18

Please don't hesitate to contact me or Beth Moher with any questions or concerns.

Sincerely,

Shannon Meek

General Manager/OMWorkspace

Mfg	Part Number	Part Description	Tag	Qty	TCPN/Sell	TCPN/Extended Sell	TXMAS/Sell	TXMAS/Extended Sell
GLB	6579	SONIC-Armless Chair w/upholstered seat and back -	BREAK ROOM 116	20	$144 29	$2885 80	$144 29	$ 2,885.80
TEK	CAQR	Quick Release Linking System	BREAK ROOM 116	8	$3.52	$28 16	$3.52	$ 28 16
TEK	CTTLSB242	T-Leg, Slender, Fixed Height, 24"d, Two Casters	BREAK ROOM 116	16	$67.23	$1075 68	$67 23	$ 1,075 68
TEK	CTTAA603060	Trapeze Angular Worksurface, No Grommet / No Pe	BREAK ROOM 116	6	$141 50	$849.00	$141 50	$ 849.00
TEK	LBT30C1536	Bookshelf, Three-High, Combo height, 15"d x 36"w	BREAK ROOM 116	8	$197 78	$1582 24	$203 42	$ 1,627.36
TEK	CTRTA3060	Rectangular Worksurface, No Grommet / No Power	BREAK ROOM 116	2	$181 22	$362 44	$181.22	$ 362 44
SAFCO	5601CL	SAFCO MAGAZINE SLOTS	CORRIDOR 128	25	$72.90	$1822 50	$72.90	$ 1,822.50
SAFCO	5603CL	SAFCO MAGAZINE SLOTS	CORRIDOR 128	25	$150 36	$3759 00	$150 36	$ 3,759.00
TEK	BMRS12448L	Rectangular Desk With Full And Half Gables, Flush F	OFFICE 121	1	$200 10	$200 10	$218 59	$ 218 59
TEK	BMRF13072	Rectangular Desk with Full Gables, Flush Full Modes	OFFICE 121	1	$268.67	$268.67	$283 71	$ 283 71
TEK	NXXYF1WF	t-3 Task Chair, 2D T-Arms, Width and Height, Fully U	OFFICE 121	1	$226 98	$226 98	$229 89	$ 229 89
TEK	BRAX05	Center Pencil Drawer	PO 104	1	$30.00	$30.00	$33.09	$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 104	1	$9 53	$9.53	$10.29	$ 10 29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 104	2	$271.33	$542 66	$286.53	$ 573.06
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 104	1	$75 67	$75.67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 104	2	$121 68	$243 36	$123.24	$ 246.48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Fu	PO 104	1	$157.00	$157.00	$165.79	$ 165 79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 104	1	$375 72	$375 72	$375 72	$ 375 72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 104	1	$239.33	$239.33	$252 74	$ 252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 104	1	$192.33	$192.33	$203.10	$ 203 10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 104	1	$631.00	$631.00	$666 34	$ 666.34
TEK	BRAX05	Center Pencil Drawer	PO 105	1	$31.33	$31 33	$33.09	$ 33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 105	1	$9.80	$9 80	$10 29	$ 10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 105	1	$271.33	$271.33	$286 53	$ 286 53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 105	1	$75.67	$75 67	$79.90	$ 79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 105	2	$121 68	$243.36	$123 24	$ 246 48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Fu	PO 105	1	$157.00	$157 00	$165 79	$ 165 79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 105	1	$375 72	$375 72	$375 72	$ 375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 105	1	$239.33	$239.33	$252 74	$ 252 74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 105	1	$192.33	$192 33	$203 10	$ 203 10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 105	1	$631 00	$631 00	$666 34	$ 666.34
TEK	BRAX05	Center Pencil Drawer	PO 106	1	$31.33	$31 33	$33 09	$ 33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 106	1	$9.80	$9 80	$10.29	$ 10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 106	1	$271.33	$271.33	$286.53	$ 286 53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 106	1	$75 67	$75 67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 106	2	$121.68	$243.36	$123 24	$ 246 48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Fu	PO 106	1	$157.00	$157 00	$165 79	$ 165 79
SIT	5624YB4 A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 106	1	$375.72	$375 72	$375 72	$ 375 72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 106	1	$239.33	$239 33	$252 74	$ 252 74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 106	1	$192.33	$192 33	$203 10	$ 203 10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 106	1	$631.00	$631.00	$666.34	$ 666 34
TEK	BRAX05	Center Pencil Drawer	PO 107	1	$31.33	$31 33	$33 09	$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 107	1	$9 80	$9.80	$10.29	$ 10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 107	1	$271 33	$271 33	$286 53	$ 286 53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 107	1	$75 67	$75 67	$79 90	$ 79 90

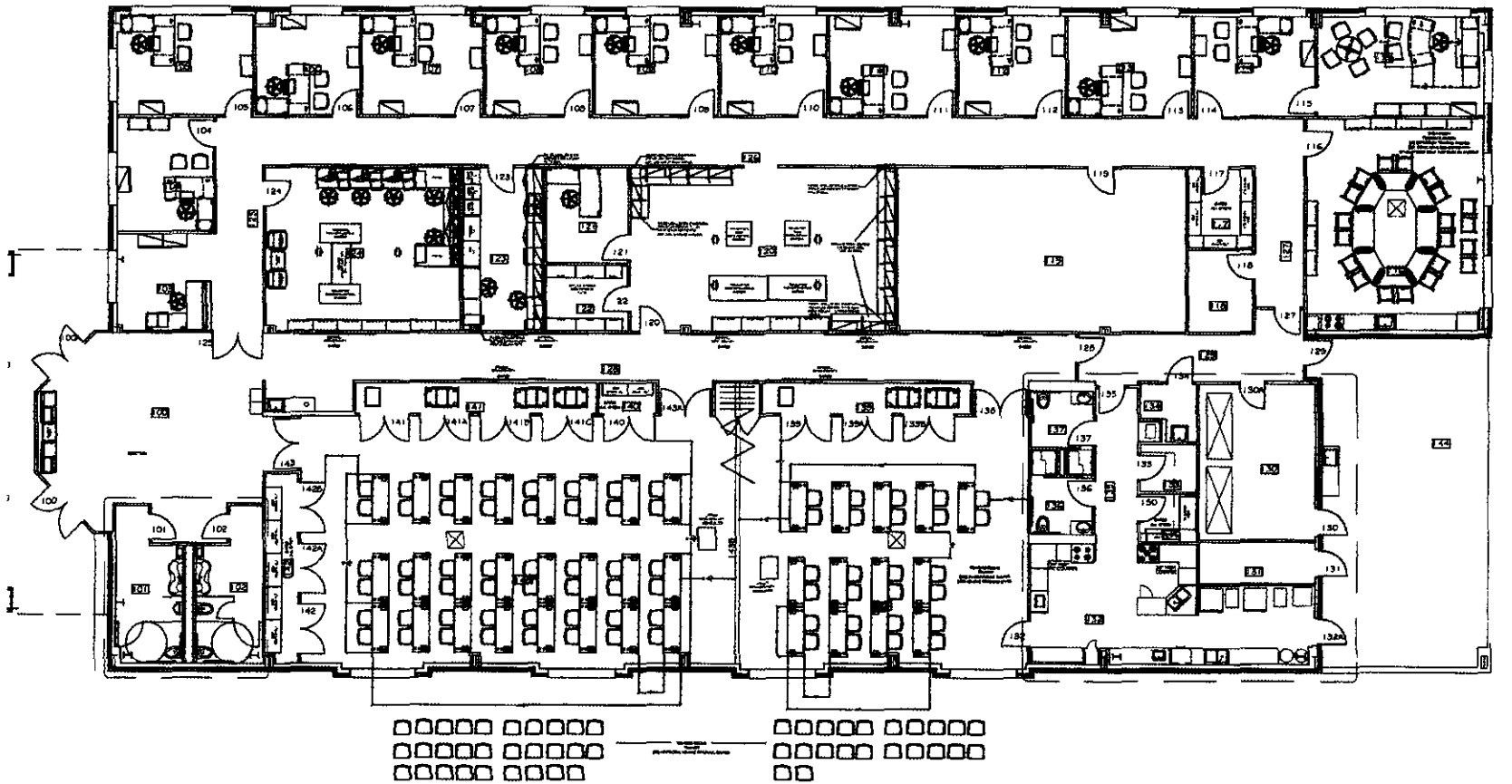
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 107	2	$121 68	$243 36	$123 24	$ 246 48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Fu	PO 107	1	$157.00	$157 00	$165 79	$ 165 79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 107	1	$375.72	$375 72	$375 72	$ 375 72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 107	1	$239 33	$239.33	$252 74	$ 252 74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 107	1	$192 33	$192.33	$203 10	$ 203 10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 107	1	$631.00	$631.00	$666.34	$ 666.34
TEK	BRAX05	Center Pencil Drawer	PO 108	1	$30 00	$30 00	$33.09	$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 108	1	$9 53	$9.53	$10.29	$ 10 29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 108	1	$271.33	$271.33	$286.53	$ 286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 108	1	$75 67	$75.67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 108	2	$121 68	$243.36	$123 24	$ 246 48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Fu	PO 108	1	$157.00	$157 00	$165.79	$ 165 79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 108	1	$375 72	$375 72	$375 72	$ 375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 108	1	$239.33	$239 33	$252 74	$ 252 74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 108	1	$192.33	$192.33	$203 10	$ 203 10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 108	1	$631 00	$631 00	$666.34	$ 666.34
TEK	BRAX05	Center Pencil Drawer	PO 109	1	$31 33	$31.33	$33.09	$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 109	1	$9.80	$9 80	$10 29	$ 10 29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 109	1	$271.33	$271 33	$286.53	$ 286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 109	1	$75.67	$75 67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 109	2	$121 68	$243 36	$123.24	$ 246 48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Fu	PO 109	1	$157 00	$157 00	$165 79	$ 165 79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 109	1	$375 72	$375 72	$375 72	$ 375 72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 109	1	$239.33	$239.33	$252.74	$ 252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 109	1	$192.33	$192 33	$203 10	$ 203 10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 109	1	$631.00	$631 00	$666 34	$ 666.34
TEK	BRAX05	Center Pencil Drawer	PO 110	1	$31.33	$31.33	$33 09	$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 110	1	$9 80	$9.80	$10 29	$ 10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 110	1	$271 33	$271.33	$286.53	$ 286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 110	1	$75.67	$75 67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 110	2	$121 68	$243.36	$123 24	$ 123 24
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Fu	PO 110	1	$157.00	$157 00	$165.79	$ 165 79
SIT	5624YB4 A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 110	1	$375 72	$375 72	$375 72	$ 375 72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 110	1	$239 33	$239.33	$252.74	$ 252 74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 110	1	$192.33	$192.33	$203 10	$ 203 10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 110	1	$631 00	$631.00	$666 34	$ 666 34
TEK	BRAX05	Center Pencil Drawer	PO 111	1	$31 33	$31 33	$33.09	$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 111	1	$9.80	$9 80	$10 29	$ 10 29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 111	1	$271 33	$271 33	$286.53	$ 286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 111	1	$75 67	$75 67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 111	2	$121 68	$243 36	$123 24	$ 246.48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Fu	PO 111	1	$157 00	$157.00	$165 79	$ 165 79
SIT	5624YB4 A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 111	1	$375 72	$375 72	$375 72	$ 375 72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 111	1	$239 33	$239.33	$252 74	$ 252 74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 111	1	$192.33	$192 33	$203 10	$ 203 10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 111	1	$631 00	$631.00	$666 34	$ 666 34

TEK	BRAX05	Center Pencil Drawer	PO 112	1	$31 33	$31.33	$33 09	$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 112	1	$9 80	$9 80	$10 29	$ 10 29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 112	1	$271 33	$271 33	$286 53	$ 286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 112	1	$75 67	$75 67	$79 90	$ 79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 112	2	$121 68	$243.36	$123.24	$ 246.48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Fu	PO 112	1	$157 00	$157 00	$165 79	$ 165 79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 112	1	$375 72	$375 72	$375 72	$ 375 72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 112	1	$239.33	$239 33	$252.74	$ 252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 112	1	$192 33	$192 33	$203 10	$ 203 10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 112	1	$631 00	$631 00	$666 34	$ 666 34
TEK	BRAX05	Center Pencil Drawer	PO 113	1	$31.33	$31 33	$33 09	$ 33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 113	1	$9 80	$9 80	$10 29	$ 10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 113	1	$271 33	$271 33	$286.53	$ 286 53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 113	1	$75 67	$75 67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 113	2	$121 68	$243.36	$123 24	$ 246 48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Fu	PO 113	1	$157.00	$157 00	$165 79	$ 165 79
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 113	1	$239 33	$239 33	$252 74	$ 252 74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 113	1	$192 33	$192 33	$203 10	$ 203 10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 113	1	$631 00	$631 00	$666.34	$ 666.34
TEK	BRAX05	Center Pencil Drawer	PO 114	1	$30 00	$30 00	$33.09	$ 33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 114	1	$9.53	$9 53	$10 29	$ 10 29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 114	1	$261 00	$261 00	$286.53	$ 286 53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 114	1	$72 67	$72 67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 114	2	$121 68	$243.36	$123 24	$ 246.48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Fu	PO 114	1	$145 97	$145 97	$165 79	$ 165 79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 114	1	$375 72	$375 72	$375 72	$ 375 72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 114	1	$230 00	$230.00	$252.74	$ 252 74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 114	1	$185 00	$185.00	$203 10	$ 203 10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 114	1	$606 67	$606 67	$666 34	$ 666 34
TEK	BSOB183672	Bookcase, 18"d x 36"w x 72"h	PO 115	3	$282 67	$848 01	$298 50	$ 898.50
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 115	1	$72 67	$72 67	$79 90	$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 115	6	$121 68	$730.08	$123 24	$ 739 44
TEK	BCMROF36	Round Meeting Table w/ Four Point Base, 36"dia	PO 115	1	$198.00	$198.00	$209 09	$ 209.09
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 115	1	$375.72	$375.72	$375 72	$ 375 72
TEK	BMRF52472	Rectangular Desk with Full Gables, Flush 1/2 Modes	PO 115	1	$224 91	$224 91	$245 70	$ 245.70
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 115	1	$230 00	$230 00	$252 74	$ 252 74
TEK	BSPS22281212	Pedestal, Stationary, 22"d x 28"h, File, File	PO 115	2	$185 00	$370 00	$195.36	$ 195 36
TEK	BMEAA3072E402	Arch Executive Worksurface with Convex Full Mode	PO 115	1	$685.00	$685 00	$723 36	$ 723 36
NOF	85N2024ENLW	ELOQUENCE,END TABLE,LAMINATE TOP	RECEPTION 100	1	$261 02	$261.02	$261.02	$ 261.02
NOF	N85SAAT	ELOQUENCE,TANDEM TWO SEAT,HALF UPHOLSTER	RECEPTION 100	2	$548 75	$1097 50	$548 75	$ 1,097 50
TEK	BCPE1570P402	Countertop Perforated Element, 15"h x 70"w, Large	RECEPTION 103	1	$78.94	$78 94	$86 24	$ 86.24
TEK	BMSTR1872	Top for Storage Cabinet (1-3/16" WS), 18"d x 72"w	RECEPTION 103	1	$135 33	$135 33	$142 91	$ 142 91
TEK	BMCSS1272	Straight Countertop, 12"d x 72"w	RECEPTION 103	1	$164 01	$164 01	$179.17	$ 179 17
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	RECEPTION 103	1	$375 72	$375 72	$375 72	$ 375 72
TEK	BMRF13072	Rectangular Desk with Full Gables, Flush Full Modes	RECEPTION 103	1	$249 72	$249 72	$272 80	$ 272 80
TEK	BMRS12460R	Rectangular Desk With Full And Half Gables, Flush F	RECEPTION 103	1	$218 79	$218 79	$239 01	$ 239 01

TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	RECEPTION 103	2	$239 33	$478.66	$252.74	$ 505 48
TEK	BSPS18281212	Pedestal, Stationary, 18"d x 28"h, File, File	RECEPTION 103	1	$177 00	$177 00	$186 91	$ 186 91
TEK	BSPS18286612	Pedestal, Stationary, 18"d x 28"h, Box, Box, File	RECEPTION 103	1	$185.33	$185.33	$195 71	$ 195 71
SAFCO	5241	SAFCO INDUSTRIAL SHELVING - BLACK	ROOM 117	5	$110.81	$554.05	$110.81	$ 554 05
FORMASPA		FORMASPACE - BASIX 36 x 36	ROOM 120	2	$433 13	$866 26	$433.13	$ 866.26
FORMASPA		FORMASPACE - BASIX 28 x 60	ROOM 120	2	$484.88	$969 76	$484 88	$ 969 76
TEK	RHAWS72	Wall Support, 72"w	ROOM 120	9	$16.88	$151 92	$17.25	$ 155 25
TEK	RHWSO152430	Standard Wall Cabinet, No Door, 15"d x 24"w x 30"	ROOM 120	1	$123 31	$123 31	$126.02	$ 126 02
TEK	RHWSO153030	Standard Wall Cabinet, No Door, 15"d x 30"w x 30"	ROOM 120	1	$132 61	$132.61	$135 52	$ 135 52
TEK	RHWSO153330	Standard Wall Cabinet, No Door, 15"d x 33"w x 30"	ROOM 120	3	$139 50	$418.50	$142.56	$ 427 68
TEK	RHWSO153630	Standard Wall Cabinet, No Door, 15"d x 36"w x 30"	ROOM 120	8	$144.67	$1157 36	$147.84	$ 1,182 72
TEK	RHWSO154230	Standard Wall Cabinet, No Door, 15"d x 42"w x 30"	ROOM 120	1	$187.03	$187.03	$191 14	$ 191 14
TEK	RHACTB	Countertop Bracket	ROOM 120	10	$24 46	$244 60	$24 99	$ 249.90
TEK	RHAEG2435	End Gable, 24"w x 35"h	ROOM 120	11	$63 72	$700 92	$65 12	$ 716 32
TEK	RHACTS25108	Countertop, Standard, 25"d x 108"w	ROOM 120	2	$263.16	$526.32	$268.93	$ 537.86
TEK	RHACTS2548	Countertop, Standard, 25"d x 48"w	ROOM 120	1	$109.88	$109 88	$112 29	$ 112 29
TEK	RHACTS2563	Countertop, Standard, 25"d x 63"w	ROOM 120	1	$144.67	$144 67	$147 84	$ 147 84
TEK	RHACTS2584	Countertop, Standard, 25"d x 84"w	ROOM 120	1	$192 20	$192 20	$196.42	$ 196 42
TEK	RHACTS2595	Countertop, Standard, 25"d x 95"w	ROOM 120	1	$229 40	$229.40	$234 43	$ 234.43
TEK	RHAFS0630	Side Filler for Wall Cabinet, 6"w x 30"h	ROOM 120	1	$38.23	$38.23	$39 07	$ 39.07
TEK	LBT60L2042	Bookshelf, Six-High, Letter height, 20"d x 42"w	ROOM 120	4	$333 06	$1332 24	$342.55	$ 1,370 20
TEK	RHAWS72	Wall Support, 72"w	ROOM 123	8	$16.88	$135 04	$17.25	$ 138 00
TEK	RHWSO152115	Standard Wall Cabinet, No Door, 15"d x 21"w x 15"	ROOM 123	2	$91 28	$182 56	$93 28	$ 186 56
TEK	RHWSO152436	Standard Wall Cabinet, No Door, 15"d x 24"w x 36"	ROOM 123	2	$141 91	$283.82	$145 02	$ 290 04
TEK	RHWSO153615	Standard Wall Cabinet, No Door, 15"d x 36"w x 15"	ROOM 123	2	$106 78	$213 56	$109 12	$ 218 24
TEK	RHWSO153636	Standard Wall Cabinet, No Door, 15"d x 36"w x 36"	ROOM 123	2	$170 16	$340 32	$173.89	$ 347 78
TEK	RHACTB	Countertop Bracket	ROOM 123	1	$24 46	$24 46	$24.99	$ 24 99
TEK	RHAEG2435	End Gable, 24"w x 35"h	ROOM 123	1	$63 72	$63 72	$65 12	$ 65.12
TEK	RHABSHS1204	Backsplash, Standard, 12"w x 4"h	ROOM 123	2	$6 20	$12.40	$6.34	$ 12 68
TEK	RHABSHS1504	Backsplash, Standard, 15"w x 4"h	ROOM 123	1	$7 58	$7 58	$7 74	$ 7.74
TEK	RHABSHS2304	Backsplash, Standard, 23"w x 4"h	ROOM 123	1	$10 68	$10 68	$10 91	$ 10 91
TEK	RHABSHS2404	Backsplash, Standard, 24"w x 4"h	ROOM 123	2	$11 02	$22.04	$11 26	$ 22 52
TEK	RHABSHS6004	Backsplash, Standard, 60"w x 4"h	ROOM 123	1	$27.90	$27 90	$28.51	$ 28.51
TEK	RHABSHS7004	Backsplash, Standard, 70"w x 4"h	ROOM 123	1	$32.38	$32.38	$33 09	$ 33.09
TEK	RHABSHS8104	Backsplash, Standard, 81"w x 4"h	ROOM 123	1	$33 76	$33 76	$34 50	$ 34 50
TEK	RHABSHS9204	Backsplash, Standard, 92"w x 4"h	ROOM 123	1	$35 82	$35 82	$36.61	$ 36 61
TEK	RHABSHS9604	Backsplash, Standard, 96"w x 4"h	ROOM 123	1	$36 86	$36 86	$37.66	$ 37 66
TEK	RHACTS2560	Countertop, Standard, 25"d x 60"w	ROOM 123	1	$137 43	$137 43	$140.45	$ 140.45
TEK	RHACTS2570	Countertop, Standard, 25"d x 70"w	ROOM 123	1	$160 51	$160 51	$164 03	$ 164 03
TEK	RHACTS2581	Countertop, Standard, 25"d x 81"w	ROOM 123	1	$185 31	$185.31	$189.38	$ 189 38
TEK	RHACTS2592	Countertop, Standard, 25"d x 92"w	ROOM 123	1	$210.80	$210.80	$215 42	$ 215 42
TEK	RHAEG2435	End Gable, 24"w x 46"h	ROOM 123	3	$98.17	$294.51	$100 32	$ 300.96
TEK	RHAFS0636	Side Filler for Wall Cabinet, 6"w x 36"h	ROOM 123	1	$39 96	$39 96	$40 83	$ 40 83
TEK	RHAFB0635	Side Filler for Base and Storage Cabinets, 6"w x 35"	ROOM 123	1	$46 16	$46 16	$47 17	$ 47 17
TEK	RDRSL2448L	Rectangular Desk w/ Laminate Full and Half Gables,	ROOM 123	1	$215.89	$215 89	$235.84	$ 235 84
TEK	RDRSL2448R	Rectangular Desk w/ Laminate Full and Half Gables,	ROOM 123	1	$215 89	$215 89	$235 84	$ 235 84

TEK	NXXFF1WF	t-3 Swivel Stool, Footring, 2D T-Arms, Width and He	ROOM 123	1	$239.46	$239 46	$242 53	$ 242.53
TEK	NXXYF1WF	t-3 Task Chair, 2D T-Arms, Width and Height, Fully L	ROOM 123	1	$226 98	$226 98	$229 89	$ 229.89
TEK	RBSPS22286612	Pedestal, Stationary, 22"d x 28"h, Box, Box, File	ROOM 123	1	$197.20	$197 20	$215 42	$ 215 42
TEK	RHBWF241535	Base Cabinet with Four Drawers, 24"d x 15"w x 35"	ROOM 123	1	$300 36	$300.36	$306 94	$ 306 94
TEK	RHBWF242435	Base Cabinet with Four Drawers, 24"d x 24"w x 35"	ROOM 123	1	$358 22	$358.22	$366 08	$ 366 08
TEK	RHBDF244235	Sink Cabinet with Doors, 24"d x 42"w x 35"h	ROOM 123	1	$299.67	$299 67	$306.24	$ 306 24
TEK	RHBDO243635	Base Cabinet with One Drawer, Two Doors, 24"d x 3	ROOM 123	1	$347 54	$347.54	$355 17	$ 355 17
TEK	RHBSD243635	Standard Base Cabinet, Two Doors, 24"d x 36"w x 3	ROOM 123	1	$265.22	$265 22	$271.04	$ 271 04
TEK	RHAWS72	Wall Support, 72"w	ROOM 124	4	$16.19	$64.76	$16 54	$ 66.16
NOF	85N2024ENLW	ELOQUENCE,END TABLE,LAMINATE TOP	ROOM 124	1	$261 02	$261 02	$261 02	$ 261 02
TEK	RHWSO153030	Standard Wall Cabinet, No Door, 15"d x 30"w x 30"	ROOM 124	2	$127 44	$254 88	$130 24	$ 260 48
TEK	RDMLF66	Flush-Mounted Modesty Panel - Laminate, Full Heig	ROOM 124	1	$59.93	$59.93	$65.47	$ 65.47
TEK	RPSC37	Structural Column, 37"h	ROOM 124	6	$29.97	$179 82	$32.74	$ 196 44
TEK	RTU200	Universal Light, Standard Plug	ROOM 124	3	$80 23	$240.69	$87 65	$ 262 95
TEK	RYCED37	Lateral Stabilizer - Elements, Shared, 37"h	ROOM 124	2	$41 89	$83 78	$45 76	$ 91 52
TEK	RYCES37	Lateral Stabilizer - Elements, Single, 37"h	ROOM 124	4	$22.56	$90 24	$24.64	$ 98 56
NOF	N85LAT	ELOQUENCE,ONE SEAT LOUNGE,ARM CAP	ROOM 124	2	$677.98	$1355 96	$677 98	$ 1,355 96
TEK	RPSF2246	Unframed Fabric Element, 22"h x 46"w	ROOM 124	3	$55 74	$167.22	$60.90	$ 182.70
TEK	RTY240S0	Utility Light, 24"w, Standard Plug, Standard Ballast,	ROOM 124	2	$84 42	$168.84	$92 22	$ 184 44
TEK	RTY360S0	Utility Light, 36"w, Standard Plug, Standard Ballast,	ROOM 124	2	$105 37	$210 74	$115 10	$ 230 20
TEK	LBT60L1536	Bookshelf, Six-High, Letter height, 15"d x 36"w	ROOM 124	7	$295 00	$2065 00	$303.41	$ 2,123 87
TEK	RDRDL2484	Rectangular Desk w/ Laminate Half Gables, 24"d x 8	ROOM 124	1	$300.96	$300 96	$328 77	$ 328.77
TEK	RDRRL3048	Rectangular Desk w/ Laminate Full Gables, 30"d x 4	ROOM 124	3	$249 40	$748 20	$272.45	$ 817.35
TEK	RDRRL3066	Rectangular Desk w/ Laminate Full Gables, 30"d x 6	ROOM 124	2	$270 67	$541.34	$295.68	$ 591 36
TEK	RYEF3730	1" Framed Fabric Element, 37"h x 30"w	ROOM 124	6	$99.24	$595.44	$108.42	$ 650.52
TEK	ROCCC1648	Overhead Cabinet, Laminate Hinged Doors - Colum	ROOM 124	3	$199.46	$598 38	$217.89	$ 653 67
TEK	NXXYF1WF	t-3 Task Chair, 2D T-Arms, Width and Height, Fully L	ROOM 124	5	$226 98	$1134 90	$229 89	$ 1,149 45
TEK	RBSPS22286612	Pedestal, Stationary, 22"d x 28"h, Box, Box, File	ROOM 124	1	$197 20	$197 20	$215 42	$ 215 42
TEK	RBSPS24286612	Pedestal, Stationary, 24"d x 28"h, Box, Box, File	ROOM 124	4	$196.56	$786 24	$214 72	$ 858 88
TEK	RHWSD154230	Standard Wall Cabinet, Two Doors, 15"d x 42"w x 3	ROOM 124	2	$242.83	$485 66	$248.16	$ 496.32
NEVINS	TXMAS	NEVINS TXMAS SMART BUY FEE 1.5228%	SMART BUY FEE	1	$47.04	$47.04	$47 04	$ 47 04
SAFCO	5276	SAFCO INDUSTRIAL SHELVING	STORAGE 140	2	$98 44	$196 88	$98.44	$ 196.88
SAFCO	5294	SAFCO INDUSTRIAL SHELVING	STORAGE 142	5	$167 06	$835 30	$167.06	$ 835 30
SAFCO	5294	SAFCO INDUSTRIAL SHELVING	STORAGE 150	5	$167.06	$835.30	$167.06	$ 835.30
MAYLINE	A35CH5	INDEXING CARD HOLDERS FOR UPRIGHT/END PANE	STORAGE ROOM 119	3	$40 79	$122 37	$40 79	$ 122.37
MAYLINE	EF1897L	18"W X 97"H CLOSED L UPRIGHT	STORAGE ROOM 119	8	$44 25	$354 00	$44 25	$ 354 00
MAYLINE	EF1897T	18"W X 97"H CLOSED T UPRIGHT	STORAGE ROOM 119	10	$66 18	$661.80	$66.18	$ 661.80
MAYLINE	EF4211SS	42"W SHELF SUPPORT 11GA, PEBBLE GRAY	STORAGE ROOM 119	392	$3 85	$1509 20	$3 85	$ 1,509.20
MAYLINE	EF4214SSB	42"W BOTTOM SHELF SUPPORT, 14GA	STORAGE ROOM 119	56	$3 85	$215 60	$3 85	$ 215 60
MAYLINE	EF4218S	42"W X 18"D SLOTTED SHELF	STORAGE ROOM 119	98	$16 16	$1583 68	$16 16	$ 1,583 68
MAYLINE	EF4218U	42"W X 18"D UNSLOTTED SHELF	STORAGE ROOM 119	14	$14 24	$199 36	$14.24	$ 199 36
MAYLINE	EF4236U18GA	42"W X 36"D UNSLOTTED SHELF 18GA	STORAGE ROOM 119	14	$37 71	$527 94	$37 71	$ 527 94
MAYLINE	EF42CS	42"W COMMON STOP	STORAGE ROOM 119	196	$3 46	$678 16	$3 46	$ 678 16
MAYLINE	EX3697L	36"W X 97"H CLOSED L UPRIGHT	STORAGE ROOM 119	8	$85 03	$680 24	$85 03	$ 680 24
MAYLINE	EX3697T	36"W X 97"H CLOSED T UPRIGHT	STORAGE ROOM 119	10	$81 19	$811.90	$81 19	$ 811 90
MAYLINE	EX4236SDF	42"W X 36"D DF X-RAY SLOTTED SHELF	STORAGE ROOM 119	98	$33 09	$3242 82	$33.09	$ 3,242.82

MAYLINE	F18SR	18"D SHELF REINFORCEMENT	STORAGE ROOM 119	196	$2.31	$452 76	$2 31	$ 452 76
MAYLINE	X18DV5	18"D ADJUSTABLE FILE DIVIDER - 5 PACK	STORAGE ROOM 119	59	$28 47	$1679 73	$28 47	$ 1,679 73
MAYLINE	X36SR	36"D SHELF REINFORCEMENT	STORAGE ROOM 119	252	$4.62	$1164 24	$4 62	$ 1,164 24
MAYLINE	X36SRB	36"D BOTTOM SHELF REINFORCEMENT	STORAGE ROOM 119	42	$2 31	$97 02	$2 31	$ 97.02
MAYLINE	EF1876L	18X76 CLOSED L UPRIGHT	STORAGE ROOM 122	4	$32.71	$130.84	$32 71	$ 130 84
MAYLINE	EF1876T	18X76 CLOSED T UPRIGHT	STORAGE ROOM 122	4	$28.86	$115 44	$28 86	$ 115.44
MAYLINE	EF2414SS	24W SHELF SUPPORT, 14GA	STORAGE ROOM 122	20	$3.85	$77.00	$3.85	$ 77.00
MAYLINE	EF2414SSB	24W BOTTOM SHELF SUPPORT, 14GA	STORAGE ROOM 122	4	$3 85	$15.40	$3 85	$ 15.40
MAYLINE	EF2418S	24X18 SLOTTED SHELF	STORAGE ROOM 122	10	$14 24	$142 40	$14 24	$ 142.40
MAYLINE	EF2418U	24X18 UNSLOTTED SHELF	STORAGE ROOM 122	2	$11 93	$23.86	$11.93	$ 23.86
MAYLINE	EF24CS	24"W COMMON STOP	STORAGE ROOM 122	10	$3 08	$30.80	$3 08	$ 30.80
MAYLINE	EF4214SSB	42W BOTTOM SHELF SUPPORT, 14GA	STORAGE ROOM 122	8	$3.85	$30 80	$3.85	$ 30 80
MAYLINE	EF4218S	42X18 SLOTTED SHELF	STORAGE ROOM 122	20	$16 16	$323 20	$16 16	$ 323 20
MAYLINE	EF4218U	42X18 UNSLOTTED SHELF	STORAGE ROOM 122	4	$14 24	$56.96	$14 24	$ 56.96
MAYLINE	EF42CS	42"W COMMON STOP	STORAGE ROOM 122	20	$3.46	$69 20	$3 46	$ 69 20
MAYLINE	F18SR	18"D SHELF REINFORCEMENT	STORAGE ROOM 122	50	$2.31	$115 50	$2.31	$ 115 50
MAYLINE	X18DV5	18"D ADJUSTABLE FILE DIVIDER, 5-PACK	STORAGE ROOM 122	6	$28.47	$170.82	$28 47	$ 170 82
MAYLINE	EF4211SS	42W SHELF SUPPORT, 11GA,	STORAGE ROOM 122	40	$3.85	$154 00	$3 85	$ 154 00
NEVINS	LE3248E	MEDIA LECTERN -	TRAINING ROOM 138	1	$1544.83	$1544.83	$1544 83	$ 1,544.83
TEK	CTMT	Mobile Table Trolley	TRAINING ROOM 138	2	$506 88	$1013 76	$506 88	$ 1,013 76
TEK	NHDW	Volume - Accessories, Dolly (For Non-Upholstered C	TRAINING ROOM 138	1	$124.80	$124.80	$126 40	$ 126.40
TEK	NHDSNN	Volume Stacking Chair	TRAINING ROOM 138	48	$62.79	$3013 92	$63 60	$ 3,052 80
TEK	CTFLCD2472	Rectangular Folding Table, C-Leg, Standard, 24"d x 7	TRAINING ROOM 138	13	$291 81	$3793 53	$291 81	$ 3,793.53
NEVINS	LE3248E	MEDIA LECTERN -	TRAINING ROOM 143	1	$1544.83	$1544.83	$1,544 83	$ 1,544.83
TEK	CTMT	Mobile Table Trolley	TRAINING ROOM 143	3	$506.88	$1520 64	$506.88	$ 1,520 64
TEK	NHDW	Volume - Accessories, Dolly (For Non-Upholstered C	TRAINING ROOM 143	1	$124.80	$124 80	$126.40	$ 126 40
TEK	NHDSNN	Volume Stacking Chair	TRAINING ROOM 143	77	$62 79	$4834 83	$63 60	$ 4,897 20
TEK	CTFLCD2472	Rectangular Folding Table, C-Leg, Standard, 24"d x 7	TRAINING ROOM 143	24	$291.81	$7003 44	$291 81	$ 7,003.44
HUBCO	Z74WSINSTALL	Installation of Mayline Filing System	ZDELIVERY	1	$6067 22	$6067 22	$6067.22	$ 6,067 22
FORMASPA	Z71WSINBOUND	FORMASPACE FREIGHT	ZFREIGHT	1	$507 50	$507.50	$507 50	$ 507 50
MAYLINE	Z71WSINBOUND	Mayline Freight Charges	ZFreight	1	$2721.04	$2721.04	$2721 04	$ 2,721 04
HIS	Z74WSInstall	Delivery and Installation	ZInstall	1	$16250 00	$16250 00	$16250 00	$ 16,250.00
		Grand Total				$135829.18		$ 137,945 33



GALVESTON COUNTY

FURNITURE PLAN

OMWorkspace

www.omworkspace.com

GALVESTON COUNTY

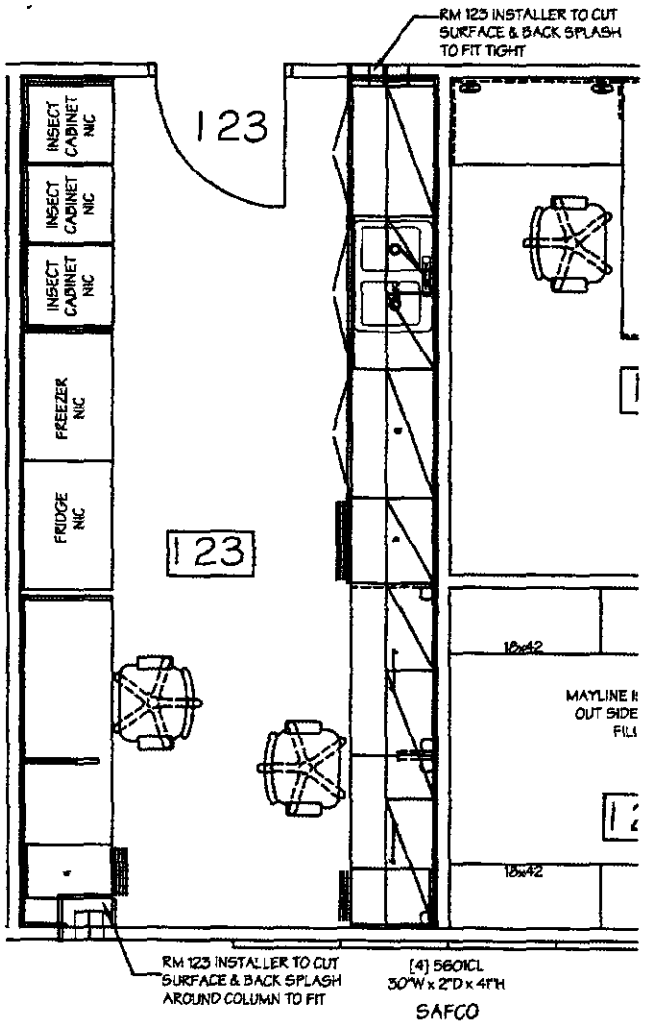
*Signatures indicate approval of this layout as well as the attached specifications. Revisions requested to this layout are subject to additional charges including, but not limited to materials, field labor and design time.

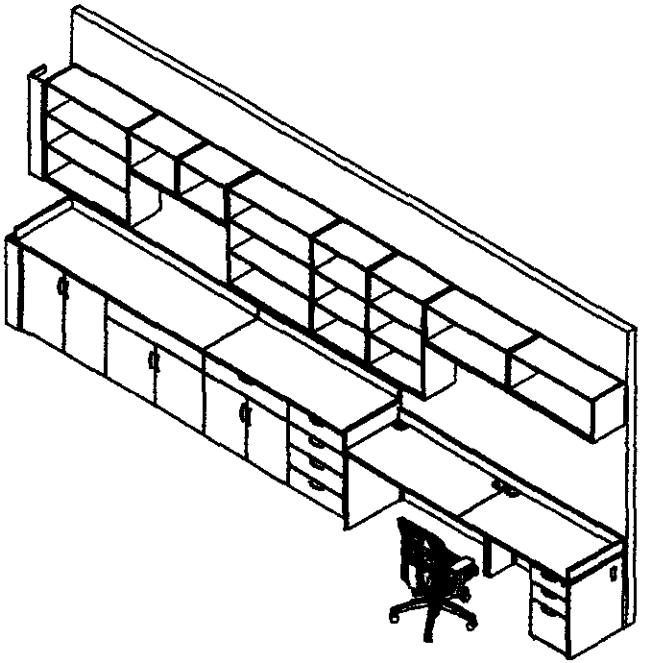
SIGNATURE: _____

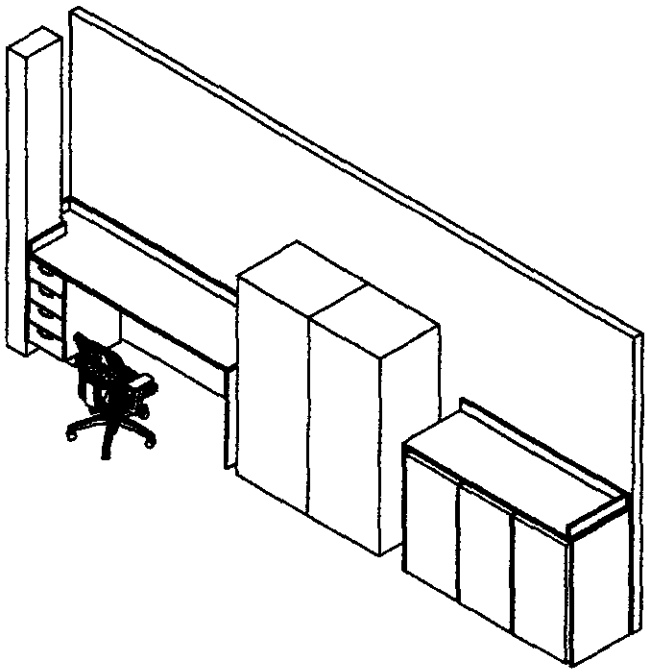
OFFICE EXTENSION

SCALE:	NOT TO SCALE
SALES:	B MOHER
DESIGNER:	F RINCON
DATE:	01.05.11
REVISION DATES:	01.06.11; 01.10.11
	01.25.11; 02.21.11, 03.15.11 03.27.11

SHEET







GALVESTON COUNTY

ROOM 123 - SPECIMEN LAB

PATH

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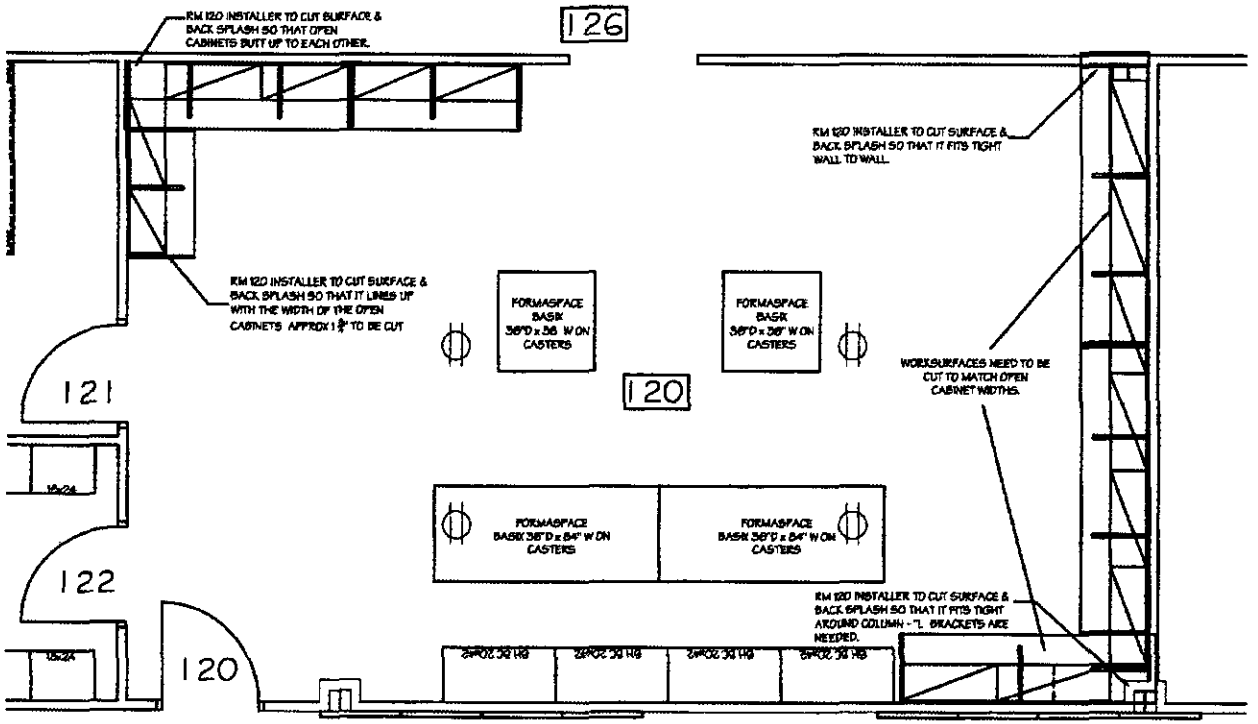
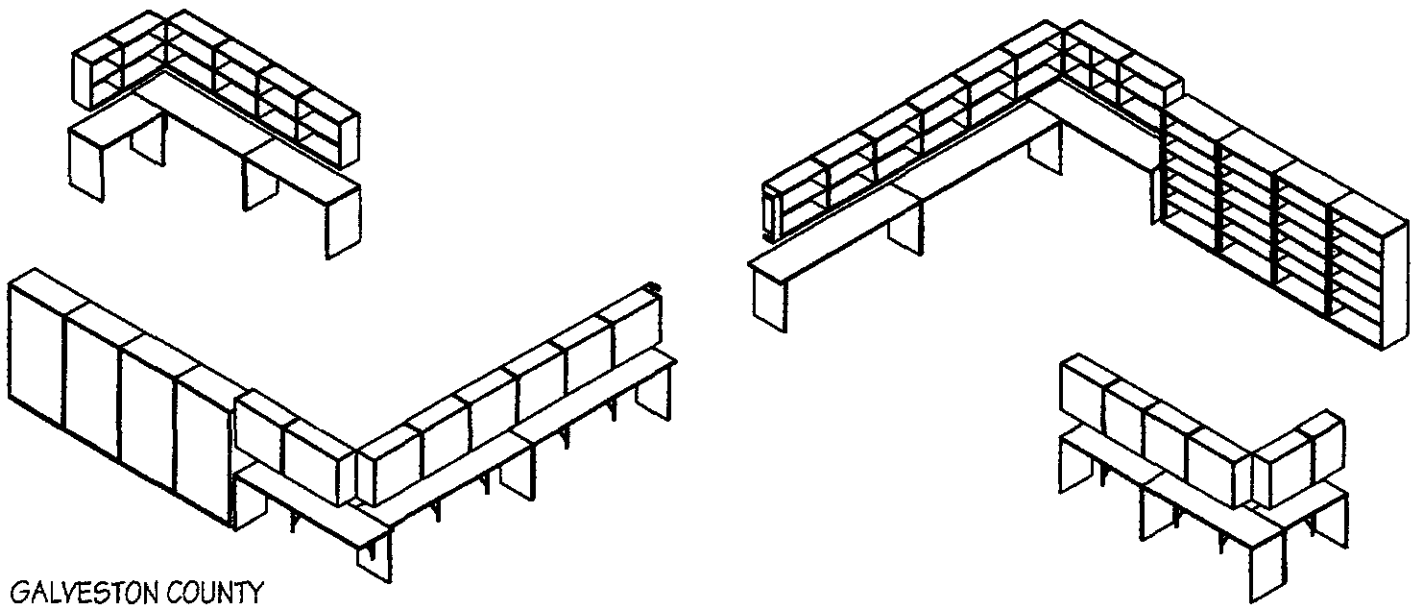
SIGNATURE: _____

OFFICE EXTENSION

SCALE:	1/4" = 1'-0"
SALES:	B MOHER
DESIGNER:	F RINCON
DATE	01 10 11
REVISION DATES	02.21 11
	03 15 11, 03 28 11

SHEET:





GALVESTON COUNTY

ROOM 120

PATH:

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GALVESTON COUNTY

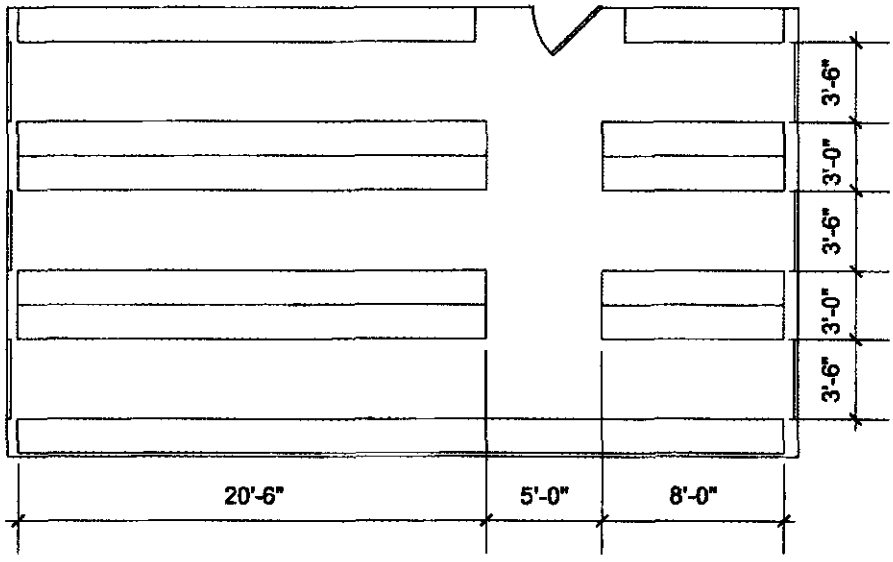
"Signatures indicate approval of this layout as well as the attached specifications. Revisions requested to this layout are subject to additional charges including, but not limited to materials, field labor, and design time.

SIGNATURE. _____

OFFICE EXTENSION

SCALE.	3/16" = 1'-0"
SALES	B MOHER
DESIGNER	F RINCON
DATE	01 10 11
REVISION DATES	01 25 11, 02.21 11
	03 28 11

SHEET

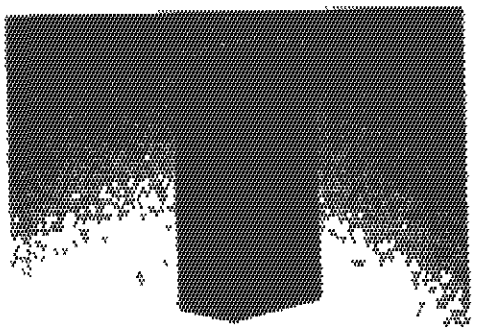


Floor Plan Room 119

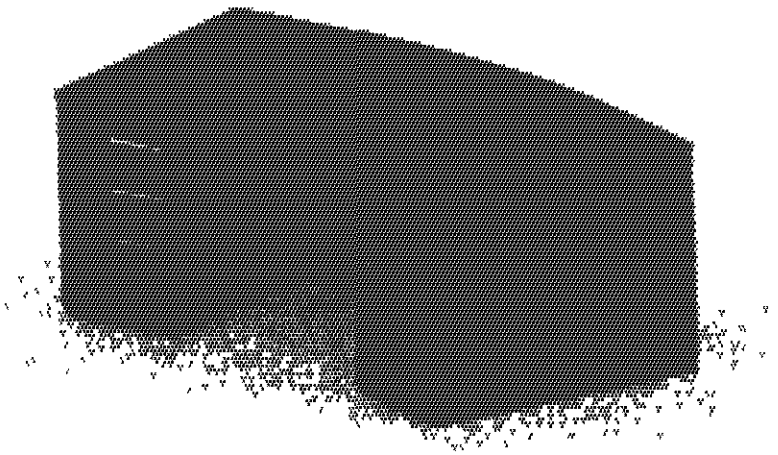
$\frac{1}{8}$" = 1'-0"

Low Density file storage provides 2,232 file inches per level (previous high density provided 2,100 file inches per level) Recommend 7 levels as opposed to 5 in previous configuration. Option to provide 21 linear foot of future peg board wall as opposed to 40 linear feet in previous configuration.

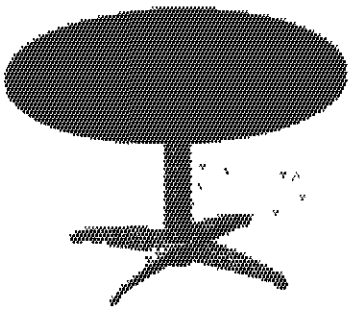
Office 115



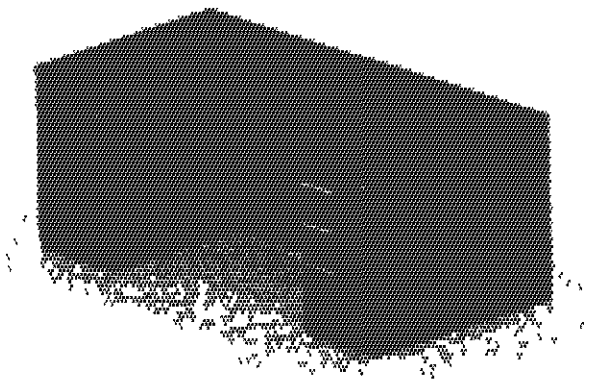
5 Shelf Bookcase



Arch Executive Desk 30X72

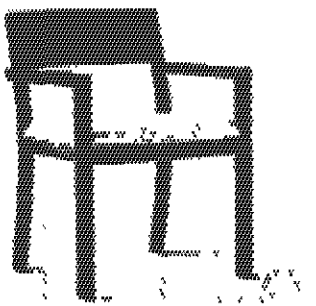


36" Table



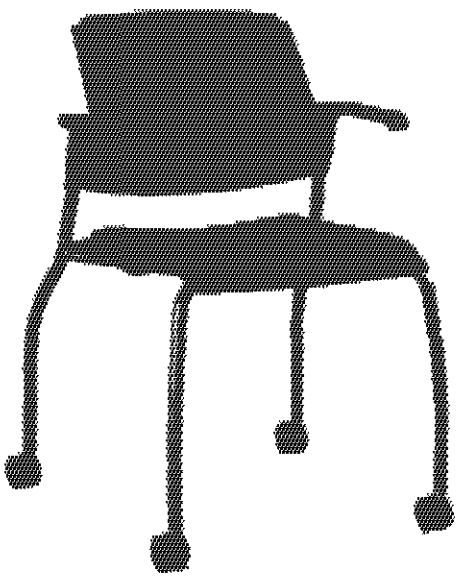
24X72 Desk with FF pedestals

SironIt Focus Chair



Synapse Chair

Breakroom 116



Global Sonic Chair

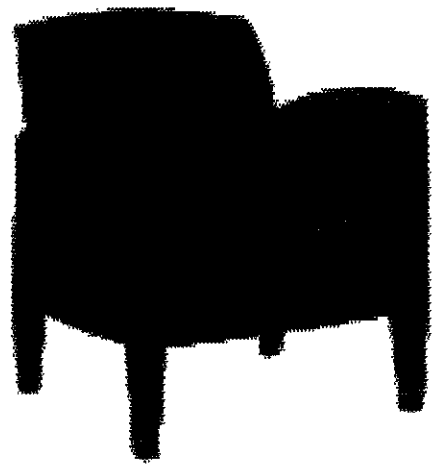
Teknion Training Tables
See plan for shapes and layout

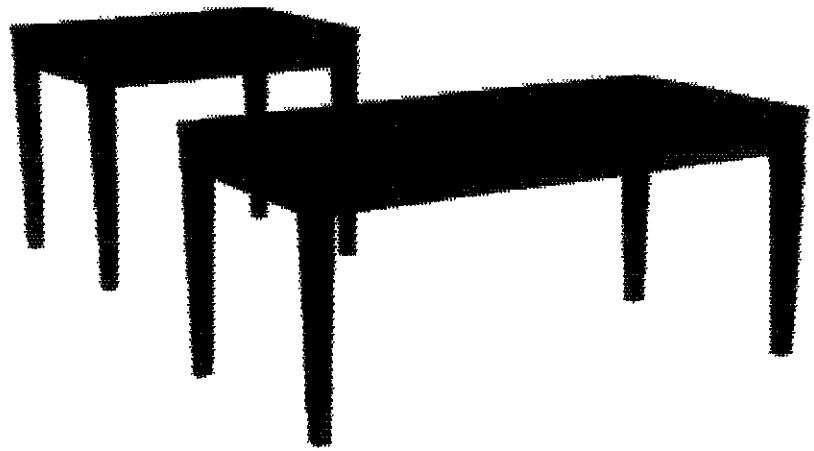
Corridor 128

Reveal™ 9 Magazine Display
Item #: 5603CL

Think outside the box by looking in! Reveal™ design displays literature clearly. Each pocket holds 1-3/4" of printed material. Thermoformed, one-piece units have no sharp edges or corners. The displays are wall mountable with hardware included. Wire partition hangers fit all Reveal Displays.

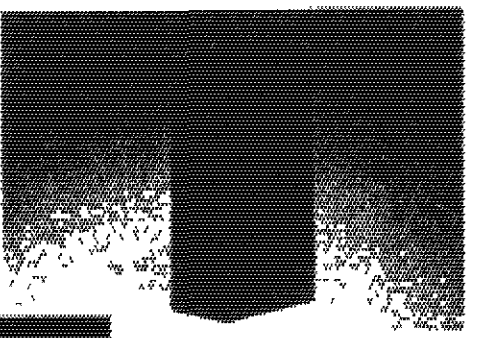
Reception Area
National Eloquence Seating
And Tables

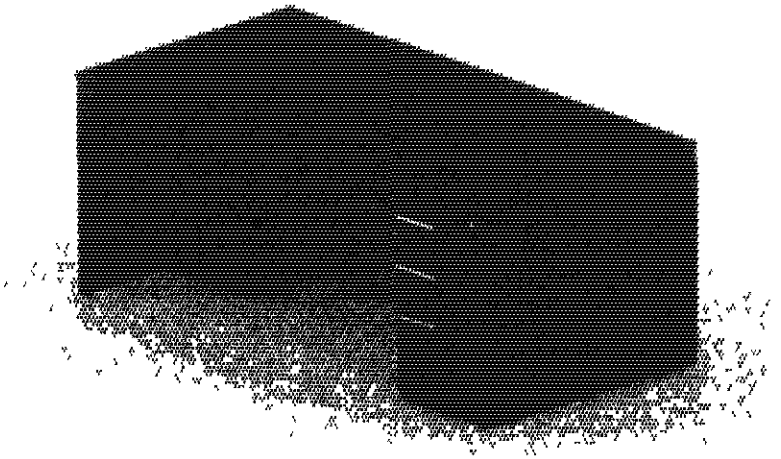


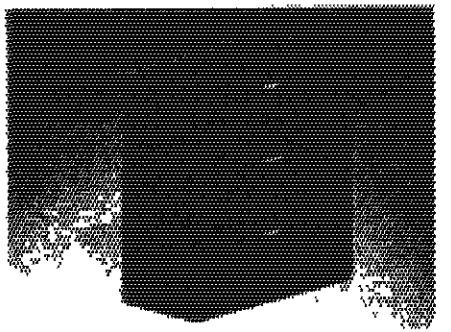


Standard Private Offices

Bookcase

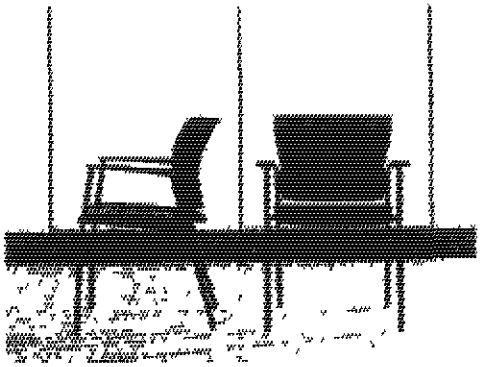




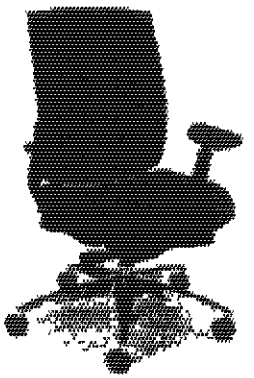


Lateral File
2dr. In price

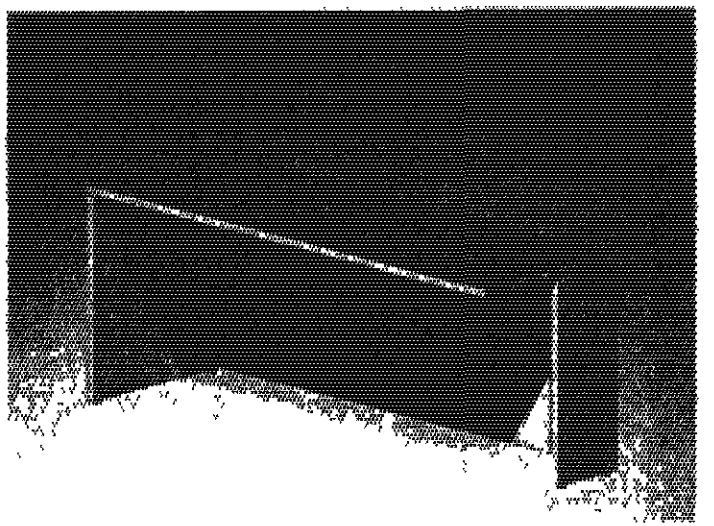
Teknion Single Pedestal Desk



Savera Side Chair



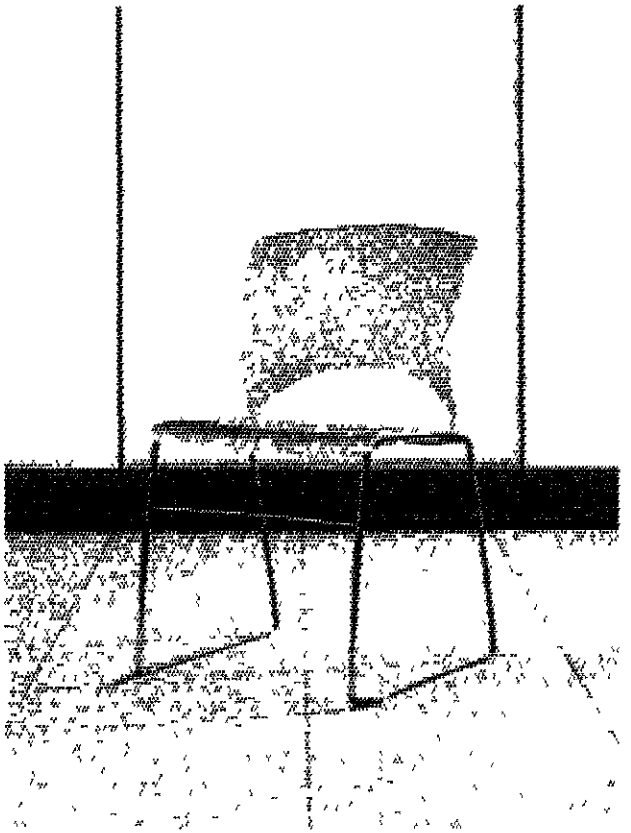
SitonIt Focus Chair



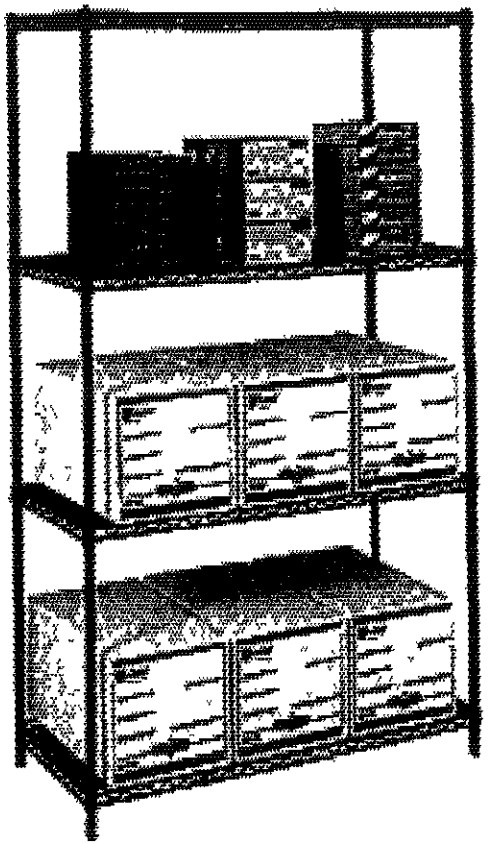
Teknion Desk Return

Formaspace Image

Training Room Chairs



Storage Room Shelving



Contents not included.

County Architect

MEMO

Date April 8, 2011

Addressed to:

Galveston County Commissioners Court	
Mark Henry	County Judge
Pat Doyle	Galveston County Commissioner Pct 1
Kevin O'Brien	Galveston County Commissioner Pct 2
Stephen D Holmes	Galveston County Commissioner Pct 3
Ken Clark	Galveston County Commissioner Pct 4
Freeman Mendell	Facilities Director
Rufus Crowder	Purchasing Agent
OC Unbehagen	County Construction Manager
Charles Kenworthy	Facilities Manager
William Johnson	Extension Service Agent

Project:

Cooperative Extension Service Offices - furniture

The Court deferred action of furnishings at the Cooperative Extension Service Office April 5, 2011 until the Extension Service and Facilities could consider reuse of some existing furnishings at the existing Extension Service Offices

The Extension Service has provided photographs of 22 vertical file cabinets and 13 bookshelves they consider suitable for reuse Facilities did not participate in gathering the photos or identifying the file storage or shelving

Our recommendation to the Court is that the vertical file cabinets be moved to the new building and located in the new Storage Room These cabinets have a variety of colors and hardware but will be placed in the new Storage Room where it is not in public view This will allow for a reduction in new file storage in that room and therefore less cost

The bookcases appear to be quality furnishings that are suitable for public view They can be used to supplement the quantity of bookshelves we anticipated ordering Our recommendation is that they be dispersed in the building so that each office has matching bookcases

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

There was no other furniture identified by the Extension Service as suitable for reuse

The estimate for furnishings is $135,829 18 and will be reduced somewhat if Court approves reuse of the items discussed above This is less than the $150,000 originally budgeted The difference between the budget and actual expense can be returned to the overall bond fund and used on other necessary construction projects in the program

The Purchasing Agent requested the Commissioners' Court grant an exemption from the competitive bidding requirements to procure the furniture package for this project He also request that the County procure the furniture package from OM Workspace through their contract agreement with the Texas Cooperative Purchasing Network (TCPN)

Court must act on the above prior to finalizing this furniture order

The expected schedule if Commissioners' Court approves the request will be

1	Action by Commissioners' Court	April 12, 2011
2	Receipt of a finalized quote from OM Workspace (2 days)	April 15, 2011
3	Review by Purchasing and Facilities for completeness (2 days)	April 19, 2011
4	Purchase Order issued (same day)	April 19, 2011
5	Furniture ordered by OM Workspace (2 days)	April 21, 2011
6	Furniture manufactured (8 weeks)	June 16, 2011
7	Furniture shipping and installation (one week)	June 23, 2011

Dudley Anderson, County Architect

AGENDA ITEM #23

§ 262.031. Changes in Plans and Specifications

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made The original contract price may not be decreased by 18 percent or more without the consent of the contractor

Acts 1987, 70th Leg, ch 149, § 1, eff Sept 1, 1987 Amended by Acts 1993, 73rd Leg, ch 104, § 1, eff May 7, 1993, Acts 1993, 73rd Leg, ch 891, § 1, eff June 19, 1993, Acts 1995, 74th Leg, ch 716, § 4, eff Aug 28, 1995

§ 262.032. Bid or Performance Bond; Payment Under Contract

(a) If the contract is for the construction of public works or is under a contract exceeding $100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price A bid bond must be executed with a surety company authorized to do business in this state

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds $50,000 This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

(c) If the contract is for $50,000 or less, the county may provide in the bid notice or request for proposals that no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the county

(d) A bidder or proposal offeror whose rates are subject to regulation by a state agency may not be required to furnish a performance bond or a bid bond under this section

Acts 1987, 70th Leg, ch 149, § 1, eff Sept 1, 1987 Amended by Acts 1989, 71st Leg, ch 1, § 59(e), eff Aug 28, 1989, Acts 1991, 72nd Leg, ch 109, § 3, eff Aug 26 1991, Acts 1991, 72nd Leg, ch 696, § 1 eff Sept 1, 1991, Acts 1993, 73rd Leg, ch 33, § 1, eff Aug 30, 1993, Acts 1995 74th Leg, ch 76, § 5 95(17), eff Sept 1, 1995

§ 262.033. Injunction

Any property tax paying citizen of the county may enjoin performance under a contract made by a county in violation of this subchapter

Acts 1987, 70th Leg, ch 149, § 1, eff Sept 1, 1987

§ 262.034. Criminal Penalties

(a) A county officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 262.023 An offense under this subsection is a Class B misdemeanor.

(b) A county officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 262 023, other than by conduct described by Subsection (a) An offense under this subsection is a Class B misdemeanor.

(c) A county officer or employee commits an offense if the officer or employee intentionally or knowingly violates this subchapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor

Acts 1987, 70th Leg, ch 149, § 1, eff. Sept 1 1987 Amended by Acts 1989, 71st Leg, ch 1250, § 12, eff Sept. 1, 1989

§ 262.035. Removal, Ineligibility

(a) The final conviction of a county officer or employee for an offense under Section 262.034(a) or (b) results in the immediate removal from office or employment of that person.

(b) For four years after the date of the final conviction, the removed officer or employee is ineligible

(1) to be a candidate for or to be appointed or elected to a public office in this state,

(2) to be employed by the county with which the person served when the offense occurred, and

(3) to receive any compensation through a contract with that county

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)
Disaster Recovery Program

E-MAILED
3/28/11 to TDHCA

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000036
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name [redacted]	**Homeowner Address** [redacted] Crystal Beach, TX 77650	
Building Contractor Name, Address, Phone Sullivan Land Services, Ltd PO Box 17017 Galveston, TX 77552 713-880-8411		
(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** 3/18/11
Item	**Original Cost**	**Description of Change**	**Change in Cost (+ or -)**	**Reason for Change**
1	16,000	BP 48-UFAS Compliant Access Ramp (10.1-13 0 VF)	-16,000.00	Replaced with Enclosed Lift due to Elderly & Disabled
2	0	Enclosed Lift UB10 1 with Standard Lifting Height of up to 168"	31,750 00	Elevation Assistance
3				
4				
Total Change in Cost (+ or -) for this Request			15,750 00	
A. Original Contract Cost for this Address			**144,840.65**	
B. Original Contract Cost Previously Approved Change Orders (+ or -)			**0**	
C. This Change Order Cost (+ or -)			**15,750.00**	
D. Total New Contract Cost for this Address			**160,590.65**	
E. Percentage of Total Changes (b+c /a)			**11%**	
F. The Contract Time will be changed by (# of days)			**5 days**	
G. The Date of Completion as of the date of this Change Order is			**3/18/11**	

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
FINISH CARPENTRY					
Trim Carpenter			$	$ 0.00	
Other	BP 48- Construct one UFAS Compliant Access ramp with finished floor elevated 10.1-13.0 VF with slope of 12/1 Actual elevation of ramp to be 10.5 VF with slope of 12/1 Builder concession see bid letter price reduced from $17,250 to $16,000	1	16,000.00	16,000.00	
				Finish Carpentry Cost	$ 16,000.00
CABINETS					
Base Cabinets			$	$ 0.00	
Wall Cabinets				0.00	
Counter Top				0.00	
Bath Vanity				0.00	
Other				0.00	
				Cabinets Cost	$ -
APPLIANCES					
Range			$	$ 0.00	
Refrigerator				0.00	
Other				0.00	
				Appliances Cost	$ -
FLOORING					
Carpet/Vinyl	VINYL FLOORING HAS BEEN REQUESTED THROUGHOUT THE ENTIRE HOME AS A WASH IN COST.	1	$ 0.00	$ 0.00	
Other				0.00	
				Flooring Cost	$ -

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CFDA 14.228 Community Development Block Grant Program ("CDBG")/
Hurricane Ike/Dolly Funding Under the
Consolidated Security, Disaster Assistance, and Continuing Appropriations Act
Public Law 110-329
CDBG Disaster Recovery Program
Awarding Federal Agency United States Department of Housing and Urban Development Federal
Award Number B-08-DI-48-0001

(CDBG DISASTER RECOVERY PROGRAM)
UNSECURED FORGIVABLE PROMISSORY NOTE
("Unsecured Note", Amendment #1)

Date: March 18, 2011

Reference is made to a certain "Unsecured Note" and any and all related documents completed in conjunction therewith so that they may be read consistently together by and between the parties herein dated as of November 19, 2010 (hereinafter "Documents") and related to the following legal description:

Tract or parcel of land known as [redacted] of the Crystal Beach Townsite Subdivision of part of Lot 2 of the Jones Shaw League (also known as Jonas Shaw League) of land on Bolivar Peninsula, Galveston County, Texas. Plat of said subdivision being of record in [redacted], Galveston County Records, with a property address of [redacted], Crystal Beach, Texas 77650

BE IT KNOWN, that for good consideration as agreed to by the parties, the parties have agreed to amend the Documents to reflect the following.

Principal Amount. One hundred sixty thousand, five hundred ninety dollars and sixty five cents $160,590.65

Maturity Date April 1, 2014
(Maturity Date will remain unchanged unless construction will exceed 120 days in which case the Affordability Period will begin on the first day of the first month following construction completion and will continue for three (3) years)

All other terms and provisions of said "Documents" shall remain in full force and effect

THIS WRITTEN AGREEMENT AND THE OTHER WRITTEN AGREEMENTS, INCLUDING THE COLLATERAL AGREEMENTS, SIGNED CONTEMPORANEOUSLY WITH THE SIGNING HEREOF REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BORROWER, [redacted]

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CDBG Disaster Recovery Program

Set-Ups / Revisions / Cancellations Checklist			
Subrecipient Galveston County			**Contract #** 70090014
Contract Start Date 09/11/2009	**Contract End Date** 09/10/2011	**Date Subrecipient Approved Assistance** 04/07/2010	**Set-Up Amount $** 160,590 65

Bid/Construction/Purchase Contract Amount: $ 172815.00

Total from FEMA for home repair/replacement: $ 27014 00

Total from SBA: $ 0.00

Total from Insurance: $ 16510.78

Total from other sources: $ 0.00 **List Sources:** n/a

Verified home repair/replacement expenditures: $ 33086 43 **List Source(s):** Receipts

Gap Financing: $ 12224.35 **List Source(s):** Homeowner

Set-up amount (above) must equal Contract Amount – Other Sources + Verified Expenditures. Gap financing source must be identified and support documents must be submitted with the setup (See Assistance Calculation Examples (DOC)).

Homeowner Name: [redacted]

Homeowner Address:

Street/PO Box [redacted]

City Crystal Beach County Galveston Zip 77650

Head of Household (H/H)Data: Head of Household Race **White** Head of Household Elderly Sex Female

Assistance Type: ☐ Rehabilitation ☒ Reconstruction ☐ New Construction

Activity Type: Stick-built ☒ Manufactured Housing ☐ Modular Housing ☐

# of Bedrooms 3 Square Footage 1215 Cost Per Square Foot 125.09

Compliance Data: Flood Plain ☒ Yes ☐ No

☐ Pre-1978 Environmental Clearance Date 04/07/2010 Lead Risk Assessment Date n/a

National Program Objective: NPO – LMI ☒ UN ☐ NPO certification date 10/12/2010

Income Level % 80% Household Size 1 HUD Maximum Income for Household size $36,500.00

For Subrecipient Use ONLY - Applicant Eligibility Certification

☒ Subrecipient has evidence that the applicant was using the home as the primary residence on the date that the applicable hurricanes occurred and currently owns the home
☒ Subrecipient has evidence that the home was damaged by the applicable hurricane in applicant's project file
☒ Assistance to be provided will not duplicate prior assistance for the same repair related to hurricane damage
☒ Construction work will not begin until 4 days after the homeowner or Subrecipient have executed Form 13 09

Set-Ups / Revisions / Cancellations Checklist (cont.)

For Subrecipient Use ONLY

DEMOLITION ONLY Eligibility Certification

- ☐ Subrecipient has evidence that the existing structure on the lot was damaged by Hurricane Ike or Dolly in the demolition project file
- ☐ Assistance to be provided will not duplicate prior assistance for demolition activities at that address
- ☐ Subrecipient has a HUD National Objective Slum and Blight Form for each demolition project in the project file as well as before and after photos of the property with the dilapidated structure(s)
- ☐ Subrecipient has a Certification of Contractor Eligibility (11.11) in each demolition project file(s)

INITIAL SET-UP - Documentation required for Set-Up

Subrecipient		TDHCA
☐	Copy of Environmental clearance notification	☐
☐	Verify the household meets the applicable National Program Objective (NPO)	☐
	1 ☐ UN – Urgent Need Form	
	2 ☐ LMI – Form **14.01 and 14.02** or equivalent (as approved by TDHCA) Verify HIC Signatures and Dates- HIC is invalid if more than **12 months** have lapsed between the dates of income determination and time of assistance	
☐	Verify Set-up Amount does not Exceed **Contract Limits**	☐
☐	Verify Initial Inspection **(Form 11.01 or 11.01A)** or equivalent (as approved by TDHCA) is completed, signed and dated	☐
☐	FINAL Work Write-up/Cost Estimate **(Form 11.17)** or equivalent (as approved by TDHCA) Must be signed by Homeowner	
	Amounts on final Form 11 17 must agree to the accepted bid	☐
☐	Copy of Construction Contract (must be signed & dated by builder and homeowner; include amount for construction)	☐
☐	Unsecured Forgivable Promissory Note **(Form 13.09)**	☐
☐	Subrecipient has properly calculated assistance to be provided and it agrees with the Project Set-up amount,	
	construction contract, and Unsecured Forgivable Promissory Note	☐
☐	"Before" photos (interior and exterior) (indicate address on all photos)	☐
☐	**Flood Plain:** ☐ **No** ☐ **Yes**	
		☐

Initial SET-UP-Documentation required for DEMOLITION ONLY Set-Up

Subrecipient		TDHCA
☐	Copy of Environmental clearance notification	☐
☐	Copy of City Counsel Resolution designating properties as slum and blight on a spot basis (must include addresses)	☐
☐	Copy of Bid accepted by the Subrecipient/City Official	☐
☐	Copy of Demolition Contract (must be signed and dated by contractor and Subrecipient/City Official)	☐

REVISIONS - Documentation required for Revisions

- ☐ Compare Change Order **(Form 11.09)** to the revised Set-Up, verify calculations, and review for eligible costs ☐

CANCELLATIONS - Documentation required for Cancellations

- ☐ Submit notification of Activity Cancellation via mail, fax, or e-mail including activity number, address, Homeowner's name and reason(s) for cancellation ☐

Subrecipient Signature: Brenda Y Beck **Approval Date:** 3/16/11

Set-Ups / Revisions / Cancellations Checklist (cont.)

For TDHCA Use Only:

- ☐ Confirm date of environmental clearance and enter into System _____ (date)
- ☐ Confirm service dates are within the term of the contract
- ☐ Confirm Current Single Audit Certification Expires _____
- ☐ Amount of funds to adjust for set-up, revision, cancellation _____
- ☐ For Revisions only Compare revised budget with original amounts
- ☐ For Revisions only Review revision items for eligible costs
- ☐ For Revisions and Cancellations only File copy of Subrecipient revision/cancellation request in contract file
- ☐ Is monitoring or TA site visit recommended? ☐ No ☐ Yes (if Yes, notify Manager)
- ☐ Create tab (if necessary) and file documents in the contract file

Performance Specialist: **Approval Date:**

AGENDA ITEM #24

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND GALVESTON COUNTY FOR SHORT-TERM SHELTER DURING A MANDATORY EVACUATION

This Agreement is entered into by and between the City of Austin ("Austin"), a home rule municipality and the County of Galveston ("County"), a political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code, and the Texas Disaster Act, Chapter 418, Texas Government Code

RECITALS

WHEREAS, the City of Austin has, at the request of the State of Texas, developed and implemented a regional Capital Area Hurricane Evacuation Shelter Hub Plan ("Shelter Hub Plan") to receive evacuees from the Texas Gulf Coast,

WHEREAS, the State of Texas has requested that this Shelter Hub Plan accommodate evacuees with transportation needs from pre-designated municipalities and counties including Galveston County;

WHEREAS, the City of Austin activates that plan when requested by the State and coordinates shelter hub operations involving multiple counties, municipalities, school districts and other responding entities,

WHEREAS, Galveston County desires to have adequate emergency response provisions in place in the event of a declared state of emergency and/or mandatory evacuation,

WHEREAS, Galveston County intends to evacuate approximately 1,600 residents with transportation needs from these municipalities and unincorporated areas, and transport them to mass care shelters;

WHEREAS, Austin intends to provide short-term shelter for these Galveston County residents subject to the terms and conditions as specified in this Agreement,

NOW THEREFORE, the City of Austin and Galveston County agree as follows

I. RESPONSIBILITIES OF THE PARTIES

A. COUNTY OF GALVESTON

Galveston County shall be responsible for providing or securing transportation for a maximum of 1,600 individuals seeking transportation to and from Austin during mandatory

evacuation, including the families of the bus drivers Galveston County will use its best efforts to provide bus transportation at the shelter location(s) to assist in transporting individuals within the City of Austin

Transported individuals will be allowed to bring pets, subject to certain conditions Galveston County will use its best efforts to require and/or provide animal carriers and animal supplies

Galveston County shall be responsible for collecting data for the purpose of identifying individuals who seek transportation, including those individuals with medical needs. The Parties anticipate that the individuals with medical needs will constitute less than 240 of the evacuees to be sheltered.

Galveston County will not transport for sheltering under this Agreement individuals requiring extensive medical oversight or individuals receiving care in an institutional setting

The municipalities in Galveston County, by separate agreement with Galveston County, will with assistance from the State of Texas 2-1-1 Registry Program, identify City residents who seek transportation, including those individuals with medical needs, and will be responsible for loading passengers onto buses at their pre-designated pickup points The County and Cities will provide travel supplies, if necessary The County and Cities also will provide 35 County and City employees to accompany evacuees to Austin and to assist at the shelter(s) Staff support to be provided by the County and Cities will increase or decrease commensurate with the evacuee population, at the ratio of approximately one staff person per 50 evacuees

The University of Texas Medical Branch, or other appropriate organization of medical care providers, by separate agreement with Galveston County, will provide an emergency medical team for the triage of evacuees and will provide medical and functional needs care in route and at the Austin shelter(s) Galveston County will arrange for and provide all necessary logistical support vehicles for the transportation of medical supplies and equipment.

Within 60 days of the execution of this agreement, and by April 1 of each year in which this Agreement is in effect, Galveston County will use its best efforts to provide Austin a numerical summary of persons expected to be sheltered under this Agreement for the purpose of pre-planning only The summary shall show the categories of evacuees (e g. general population, county and city personnel and families, medical caretakers, medical need (evacuees, etc.), the number in each category, and residential origin

Galveston County will use its best efforts to educate all residents seeking transportation to bring bedding, toiletries, prescription medication, and necessary mobility devices.

Galveston County agrees that should there be a need to shelter its residents after the termination of an evacuation order and Galveston County can open its own shelters, it will do so as soon as possible and take back evacuees sheltered in Austin under this Agreement on a first-priority basis.

Galveston County may provide certain services and resources delineated in this Agreement through cooperating entities as described in the State of Texas Hurricane Evacuation and Mass Care Plan, and in the Galveston County Cooperative Emergency Management Plan

Galveston County agrees to cooperate with Austin in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement.

B. CITY OF AUSTIN

Austin shall provide short-term shelter, to not exceed seven (7) calendar days, for a maximum of 1,600 Galveston County residents requiring transportation by the County to the Austin shelter(s). Galveston County will be responsible, with assistance from Austin, for obtaining midterm housing for any evacuees who cannot return home within seven calendar days Austin will operate shelter facilities and arrange for mass feeding and other appropriate support, either directly or through other entities as described in the Shelter Hub Plan. Austin reserves the right to determine the number and location of shelter facilities Austin will use its best efforts to locate Galveston County residents in one shelter or in multiple shelters located in the same general vicinity Austin will have sole authority to coordinate and implement these activities.

Austin will use its best efforts to provide "medical needs" shelters and necessary care for individuals who require medical support services.

Austin will coordinate and provide shelter and necessary care including supplies for all transported pets. Austin will use its best efforts to locate animal shelters next to evacuation shelters.

Austin may provide certain services and resources delineated in this agreement through cooperating entities as described in the Shelter Hub Plan.

II. COSTS

Galveston County and Austin shall be solely responsible for the planning, support, and all aspects of the operation of the services respectively performed by each one and contemplated by this Agreement, including all legal and financial obligations without limitation, including those of their employees and agents Each Party agrees to cooperate in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement In the event neither FEMA nor the state reimburses Austin for operation of the shelters, Austin agrees that any payment for the performance of services detailed in this agreement shall be made from current revenues available.

III. MANAGEMENT OF SERVICES

Galveston County will use its best efforts to provide Austin sufficient advance notice of Galveston County's intent to declare a mandatory evacuation of all or portions of the County The Galveston County Judge or designee shall be responsible for communicating the County's

intent to implement this Agreement. Galveston County will provide Austin timely notice of the number of buses and individuals being transported, and the estimated time of arrival.

The Parties will adopt procedures by which the Parties will communicate, coordinate and implement actions and responsibilities relating to the performance of this Agreement. The Parties agree to conduct an annual evaluation of the procedures so that a more efficient and effective operation may be achieved

In the event that extraordinary or major modifications to the terms of this Agreement are necessary during the performance of this Agreement, direct communications shall be undertaken between the Galveston County Judge and the Austin City Manager to establish the modifications Minor modifications shall be accomplished through the designated contract administrators

IV. TERM OF AGREEMENT

The initial term of this Agreement shall commence on June 1, 2011 (Effective Date) for a 12-month term and end on May 31, 2012. This Agreement will automatically renew on the anniversary date for up to four (4) 12-month subsequent renewal terms unless either party gives written notice of its intent not to renew no later than March 15th in the year of the current term.

V. LIABILITY; NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement or amendment thereto It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder. Each Party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, not due to the negligence, fraud, or illegal conduct of the other party

It is expressly understood and agreed that under this Agreement neither Party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions

In providing services under this Agreement, Austin is furnishing homeland security services and shall not be responsible for any civil liability arising from the furnishing of the services as provided by Section 421 062 of the Government Code

VI. GENERAL PROVISIONS

A. Entire Agreement. This agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement No modification of, or waiver of, any right

under this Agreement will be effective unless it is evidenced in writing executed by an authorized representative of each party to this Agreement

B. Relationship to other Agreements. This Agreement enhances emergency management planning between the Parties, and does not supersede or negate any other agreements heretofore entered into between the Parties or between the City of Austin and the City of Galveston

C. Severability. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement

D. State Law and Venue Determination. This Agreement shall be subject to and governed under laws of the State of Texas. All Local, State and Federal laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of the Agreement. The parties agree that venue for the purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from the Austin shelters shall be in Travis County, Texas

E. Paragraph headings. The captions, numbering sequences, titles, paragraph headings, punctuations, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it

F. Understanding, Fair Construction. By execution of this Agreement, the Parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one Party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party

G. Notice. Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt All notices shall be effective upon receipt The addresses provided herein may be changed at any time on prior written notice.

Austin:	Marc Ott (or his successor) City of Austin P O Box 1088 Austin, Texas 78767-1088
Galveston County:	County Judge Galveston County Courthouse 722 Moody Galveston, Texas 77550

With a copy to: Harvey Bazaman, Director
Galveston County Legal Department
722 Moody, Fifth Floor
Galveston, TX 77550

H. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party

This Agreement shall be administered by the appropriate persons, on behalf of the City of Austin and the County of Galveston, as appointed by them to perform such duties Each Party paying for the performance of governmental functions or services under this agreement, agrees that it will make those payments from current revenues available to the paying Party and represents that there are sufficient current revenues to make such payments The Parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the transportation and shelter operations

THE PARTIES UNDERSTAND THAT THE AGREEMENTS MADE HEREIN WILL BE UNDERTAKEN DURING A TIME OF GRAVE PUBLIC EMERGENCY, THAT THE PARTIES' OBLIGATIONS ARE EXPRESSLY SUBJECT TO ALL ORDERS ISSUED BY LAWFUL AUTHORITY, THAT VEHICLES AND SHELTERS MAY BE DIVERTED OR DELAYED DEPENDING ON THE CONDITIONS AT THE TIME, AND THAT THE PARTIES CAN ONLY AGREE TO USE THEIR BEST EFFORTS TO FULFILL THIS AGREEMENT

The UNDERSIGNED PARTIES do hereby certify that, 1) the responsibilities specified above are properly within the statutory functions and programs of the Parties to this AGREEMENT; that 2) the Parties hereto are legally authorized to perform the required duties of the AGREEMENT, and 3) this AGREEMENT has been duly authorized by the governing body of the LOCAL GOVERNMENT.

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in ***duplicate*** counterparts each of which shall be deemed to be an original, to be effective on the date specified herein

COUNTY OF GALVESTON, TEXAS
By:

Mark Henry,
Title County Judge

April 12, 2011
Date Signed

CITY OF AUSTIN, TEXAS
By

By MARC A. OTT
Title CITY MANAGER

May 26, 2011
Date Signed

Attest:

Dwight D. Sullivan, County Clerk

Attest

City Clerk, Shirley Gentry

AGENDA ITEM #25a

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. 25a dated April 12, 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 12th day of April 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 4/12/2011 COURT ACTION DATE

No	Court Action Date	CCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
1	4/14/2010	4204-0001-0010-000	R124990	Wooley	Tom D & Melinda	16732 W Beach Rd Jamaica Beach TX	3/18/2010
2	4/14/2010	4204-0001-0011-000	R124991	Shubert	Linda E & Jack	16736 W Beach Rd Jamaica Beach, TX	3/16/2010
3	4/14/2010	4204-0002-0018-000	R125003	Picone	Arthur Jr & Christy Schluter	16734 W Beach Rd, Jamaica Beach TX	3/14/2010
4	4/14/2010	4215-0000-0002-000	R125371	Jammal	Cory T	16929 Jamaica Beach Rd, Jamaica Beach, TX	3/18/2010
5	4/14/2010	4215-0000-0003-000	R125372	Rice	William R	16925 Jamaica Beach Rd, Jamaica Beach TX	3/18/2010
6	4/14/2010	4215-0000-0004-000	R125373	McDaniel	Michael	16921 Jamaica Beach Rd Jamaica Beach, TX	3/17/2010
7	4/14/2010	4215-0000-0007-000	R125376	Van Volpen	Pauline & Betty F Wallace	16913 Jamaica Beach Rd Jamaica Beach, TX	3/20/2010
8	4/14/2010	4215-0000-0008-000	R125379	Murphy	Anne	16930 Beachcomber, Jamaica Beach,TX	3/16/2010
9	4/14/2010	1204-0000-0024-000	R172209	McGee	Webster R	2784 Hwy 87 Gilchrist TX 77617	4/1/2010
10	4/14/2010	4350-0000-0041-000	R179218	Vandling	Weny & Robert	2579 Holiday Drive Crystal Beach TX 77650	3/18/2010
11	4/14/2010	4680-0003-0029-000	R179403	Jacobs	Dan	963 S Stingaree Dr Crystal Beach, TX 77650	4/5/2010
12	4/14/2010	6040-0000-0029-000	R179921	Downs	Bradford K & Clara	2885 Tropicana Dr Crystal Beach TX 77650	3/16/2010
13	4/14/2010	6040-0000-0003-000	R179925	Meaux Sr	Lamont E	2910 Tropicana Dr Crystal Beach TX	3/17/2010
14	4/14/2010	6040-0000-0004-000	R179926	Brown	James N DDS	2918 Tropicana Dr Crystal Beach TX	3/16/2010
15	4/14/2010	6040-0000-0005-000	R179927	Wolfe	Larry	2925 Tropicana, Crystal Beach, TX	3/17/2010
16	4/14/2010	7120-0000-0011-000	R180977	Spell	Lena J	2809 Tradewinds Crystal Beach TX 77650	3/16/2010
17	4/14/2010	7120-0000-0012-000	R180978	Cowie	Mark	2793 Tradewinds Ln, Crystal Beach, TX	3/16/2010
18	4/14/2010	7120-0000-0013-000	R180979	Garza	Charles V	2789 Tradewind Ln Crystal Beach TX	3/16/2010
19	4/14/2010	7120-0000-0004-000	R180969	Bridwell	Ronald P	2764 Tradewind Ln, Crystal Beach TX	3/16/2010
20	4/14/2010	7120-0011-0001-000	R181004	Franchville	Robert	2782 Tradewind Ln Crystal Beach TX	3/16/2010
21	4/14/2010	7120-0011-0005-000	R181008	Andrues	Paul	2794 Tradewind Ln Crystal Beach TX 77650	3/17/2010
22	4/14/2010	7120-0011-0009-000	R181012	Salter	James A	2812 Tradewind Ln Crystal Beach TX	3/16/2010
23	4/21/2010	1204-0000-0004-000	R172185	Simpson	Billie & Elizabeth	2811 Hwy 87 Gilchrist TX 77617	4/12/2010
24	4/21/2010	1204-0000-0005-000	R172186	Forsyth, Jr	Victor & Patricia	2815 Hwy 87 Gilchrist TX 77617	4/16/2010
25	4/21/2010	1204-0000-0006-000	R172187	Peveto, Jr	Leon T	2821 Hwy 87 Gilchrist, TX 77617	4/6/2010
26	4/21/2010	1204-0000-0007-000	R172188	Miller	Michael D	2825 Hwy 87 Gilchrist TX 77617	4/14/2010
27	4/21/2010	1204-0000-0008-000	R172189	Kuhlen	Linda L	2829 Hwy 87 Gilchrist TX 77617	4/14/2010
28	4/21/2010	1204-0000-0009-000	R172190	Durbin	Bruce & Lucinda Ellen	2833 Hwy 87 Gilchrist TX 77617	4/14/2010
29	4/21/2010	1204-0000-0022-000	R172203	Jones	Ken & Shonda	2811 Hwy 87 Gilchrist, TX 77617	4/6/2010
30	4/21/2010	1204-0000-0023-000	R172204	Cotten	Jay & Kay	2815 Hwy 87 Gilchrist, TX 77617	4/6/2010
31	4/21/2010	1204-0000-0025-000	R172206	Cowley	Jean M	2823 Hwy 87 Gilchrist TX 77617	4/6/2010
32	4/21/2010	1204-0000-0026-000	R172207	Sapp	Hope	2827 Hwy 87 Gilchrist, TX 77617	4/13/2010
33	4/21/2010	1204-0000-0027-000	R172208	Ford	Jerry W	2831 Hwy 87 Gilchrist, TX 77617	4/6/2010
34	4/21/2010	2700-0000-0005-000	R172330	Skaggs	Kyle Ray	529 Cotton Ln Gilchrist, TX 77617	4/16/2010
35	4/21/2010	2700-0000-0007-000	R172332	Cotten	Jay & Kay	525 Gilchrist, Gilchrist TX 77617	4/13/2010
36	4/21/2010	2997-0000-0008-000	R172417	Cotten	Kelly Lynn & Eddie	500 Elizabeth St Gilchrist TX 77617 OR	4/14/2010
37	4/21/2010	2997-0000-0009-000	R172418	Cotten	Kelly Lynn & Eddie	500 Elizabeth St Gilchrist TX 77617	4/14/2010
38	4/21/2010	2997-0000-0010-000	R172419	Cotten	Kelly Lynn & Eddie	500 Elizabeth St Gilchrist TX 77617 OR	4/14/2010
39	4/21/2010	2997-0000-0011-000	R172420	Cotten	Kelly Lynn & Eddie	500 Elizabeth St Gilchrist TX 77617	4/14/2010
40	4/21/2010	2997-0000-0006-000	R172415	Rowell	Larry & Kandy	518 Elizabeth St Gilchrist, TX 77617	4/13/2010
41	4/21/2010	2997-0000-0004-000	R172413	Rowell	Larry	522 Elizabeth St Gilchrist, TX 77617	4/14/2010
42	4/21/2010	2997-0000-0003-000	R172412	Cotten Properties	LP	526 Elizabeth St Gilchrist TX 77617	4/14/2010

COMMISSIONER S COURT BUYOUT LIST 4/12/2011 COURT ACTION DATE

No	Court Action Date	GLAD Number	Property ID	Owner @ Last Name	Owner @ First Name	Damaged Property Address	Presented Offer Date
43	4/21/2010	3956-0003-0018-001	R172205	Turner	Barbara S	473 Main St Gilchrist TX 77617	4/15/2010
44	4/21/2010	3956-0003-0020-000	R172206	Livingston	Patricia F	464 Cedar St Gilchrist TX 77617	4/15/2010
45	4/21/2010	3956-0011-0000-000	R172207	Cox	Barbara A	356 Azalea Dr Gilchrist TX 77617	4/14/2010
46	4/21/2010	3956-0011-0000-000	R172208	Hancock	Paul Ray	7008 Galaxy Dr Crystal Beach TX 77650	4/14/2010
47	4/21/2010	3956-0003-0027-000	R172209	Rodriguez	Jose G	1140 Highway 87 Gilchrist TX 77617	4/14/2010
48	4/21/2010	7335-0003-0002-000	R172210	Klump	Patty	954 A Beaumont St Gilchrist TX 77617	4/14/2010
49	4/21/2010	0071-0000-0037-000	R172211	McClellan	Jackie D	2188 Saint Louis Crystal Beach TX 77650	4/12/2010
50	4/21/2010	3956-0001-0027-000	R172212	Rivera	Craig M & Melissa	2016 Coast Lane Crystal Beach TX 77650	4/14/2010
51	4/21/2010	3956-0001-0026-000	R172213	Yates	Rachael	2016 Coast Lane Crystal Beach TX 77650	4/14/2010
52	4/21/2010	3956-0003-0021-000	R172214	Hebert	Robert & Mary	2041 Holiday Dr Crystal Beach TX 77650	4/15/2010
53	4/21/2010	3956-0003-0022-000	R172215	Dietz	Gregory S	2049 Holiday Crystal Beach TX 77650	4/14/2010
54	4/21/2010	3956-0003-0023-000	R172216	Murphy	Robert & Kathryn	2057 Holiday Dr Crystal Beach TX 77650	4/19/2010
55	4/21/2010	0074-0000-0034-000	R172217	Cruthirds	Steve A	2400 Gulf St Crystal Beach TX 77650	4/14/2010
56	4/21/2010	0074-0000-0031-000	R172218	Rose	Rene D	2310 Gulf St Lot 1 & 2 Crystal Beach TX 77650	4/15/2010
57	4/21/2010	3956-0003-0010-000	R172219	Gerlach	Wendell	2017 Hollywood Crystal Beach TX	4/15/2010
58	4/21/2010	7335-0003-0008-000	R172220	Cyr	Cyril	2025 Hollywood Crystal Beach TX 77650	4/15/2010
59	4/21/2010	3956-0003-0002-000	R172221	Barbee	Tim	1918 Avenue J Crystal Beach TX 77650	4/14/2010
60	4/21/2010	3956-0003-0001-000	R172222	Freeman	Scott	1902 Avenue J Crystal Beach TX 77650	4/14/2010
61	4/21/2010	3956-0001-0002-000	R172223	Schuler	Denise M	2025 James St Crystal Beach TX 77650	4/15/2010
62	4/21/2010	0084-0000-0001-000	R172224	Bryan	Luke H	2048 Hwy 87 Gilchrist TX 77617	4/15/2010
63	4/21/2010	0084-0000-0000-000	R172225	Bryan	Deborah	2048 Hwy 87 Gilchrist TX 77617	4/15/2010
64	4/21/2010	3956-0003-0003-000	R172226	Simpson	Cheryl	1918 Avenue H Crystal Beach TX 77650	4/15/2010
65	4/21/2010	1204-0000-0011-000	R172227	Sapp	Frank	2072 Hwy 87 Gilchrist TX 77617	4/15/2010
66	4/21/2010	3956-0003-0004-000	R172228	Crowell	Carolyn M	1926 Avenue J Crystal Beach TX 77650	4/14/2010
67	4/21/2010	3956-0003-0005-000	R172229	Bryan	Gregory T	2004 Avenue J Crystal Beach TX 77650	4/14/2010
68	4/21/2010	0084-0000-0003-000	R172230	Bryan	Carol A Lemire	2048 Hwy 87 Gilchrist TX 77617	4/14/2010
69	4/21/2010	1485-0014-0000-000	R172231	Taylor	Richard	974 Cedar Gilchrist TX 77617	4/14/2010
70	4/21/2010	7335-0003-0004-001	R172232	Palmer	Cathy	961 A Beaumont St Gilchrist TX 77617	4/14/2010
71	5/5/2010	1204-0000-0006-000	R172190	Samman	Linda R	2648 Hwy 87 Gilchrist TX 77617	4/18/2010
72	5/5/2010	1204-0000-0020-000	R172204	Maroscek	Doug & Gail	2752 Hwy 87 Gilchrist TX 77617	4-21/2010
73	5/5/2010	1204-0000-0030-000	R172214	Smith	Greg & Josie	2926 Hwy 87 Gilchrist TX 77617	4/21/2010
74	5/5/2010	2226-0000-0290-000	R172505	Carney	Lillie M	1412 Van Sant Gilchrist TX 77617	4-27/2010
75	5/5/2010	0054-0022-0000-000	R173821	Moore, Jr.	Teddy	1188 Bryants Ln. Caplen TX 77617	4/20/2010
76	5/5/2010	2210-0003-0003-000	R173944	Akin	Stephen J	989 Johnston Rd Gilchrist TX 77617	4-15/2010
77	5/5/2010	2210-0003-0007-000	R173946	Woodson	Michael	980 Lazy Lane Gilchrist, TX 77617	4/27/2010
78	5/5/2010	3565-0011-0000-003	R177512	Brett	Mary E & Joseph D	979 Alicia Dr Gilchrist TX 77617	4/15/2010
79	5/5/2010	7335-0001-0002-002	R178170	Runsenberger	Frank	981 Beaumont Ave Gilchrist TX 77617	4/15/2010
80	5/5/2010	1007-0000-0000-000	R178478	Hooper	Fred D Jr.	2116 Gulf St Crystal Beach TX 77650	4/17/2010
81	5/5/2010	4956-0003-0331-000	R178208	Thornton	Patricia	2618 Holiday Dr Crystal Beach TX 77650	4/27/2010
82	5/5/2010	4956-0003-0342-000	R178216	Cramer	Alan	2574 Holiday Crystal Beach TX 77650	4/21/2010
83	5/5/2010	5135-0000-0043-000	R178477	Heben	Alton John	949 Meyng Ln Crystal Beach TX 77650	4/27/2010
84	5/5/2010	0068-0012-0000-000	R181375	Cramer	Alan	1098 Hwy 87 Gilchrist TX 77617	4/21/2010
85	5/5/2010	5550-0005-0015-000	R180431	Hughes	Benny H & Allison	3592 Tarpon Way Crystal Beach TX 77650	4/19/2010
86	5/5/2010	1865-0003-0134-001	R214702	Jacobs	Dan	1142 Gullview Rd Crystal Beach TX 77650	4/22/2010
87	5/5/2010	3956-0003-0033-000	R217389	Neal	Paul	1940 Avenue J Crystal Beach, TX 77650	4/15/2010
88	5/5/2010	3956-0003-0011-000	R217397	Henley	Terry	1937 Avenue J Crystal Beach, TX 77650	4/15/2010
89	5/5/2010	3956-0003-0012-000	R217398	Henley	Terry	1939 Avenue J Crystal Beach, TX 77650	4/15/2010
90	5/5/2010	7335-0003-0001-001	R293793	Thornton	Jack & Jennire	982 Austin Dr Gilchrist TX 77617	4/27/2010

COMMISSIONER'S COURT BUYOUT LIST 4/12/2011 COURT ACTION DATE

No	Court Action Date	GLAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
91	5/12/2010	4197 0000-0021 002	R170402	Wall Jr	C H	955 James Rd Gilchrist TX 77617	4/21/2010
92	5 12 2010	2205 0000 0429-000	R 72633	Nguyen	Kim	1023 Mabry Gilchrist TX 77617	4/28/2010
93	5 12/2010	825 0004 0811 000	R178923	Rosales Motola	Ysidcro	998 Marjorie Gilchrist TX 77617	4/27/2010
94	5/12/2010	3276 0001-0033 000	R177332	Cramer	Alan	1140 Faggards Slip Gilchrist TX 77617	4/29/2010
95	5/12.2010	3585 00 0000-00	R177510	Fulmer	Steven L & Nancy	999 Alicia Dr Gilchrist TX 77617	4/21/2010
96	5/12.2010	5010-0000-0016 000	R177964	Mazzu	Thomas J	977 Mazzu St Gilchrist TX 77617	4.28/2010
97	5/12/2010	0064 0073-0000 000	R178142	Sartwelle	Charlie	1720 Hwy 87 Gilchrist TX 77617	4 16/2010
98	5/12/2010	4050 0000 0336-000	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	4/26/2010
99	5/12/2010	4050 0000-0337 000	R179214	Baker	John R	2590 Holiday Dr Crystal Beach TX 77650	4 26/2010
100	5/12/2010	4050 0000 0339 000	R 79215	Golias	Joe	2584 Holiday Crystal Beach TX 77650	4/26/2010
101	5/12/2010	4467 0001 0001-000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	4/26/2010
102	5/12/2010	4467 0002 0001 000	R179240	Forey	Richard	3264 Pridesway Crystal Beach TX 77650	4/27 2010
103	5/12 2010	4960-0004 0027 000	R179429	Mullins	Katherine J & Robert W	968 Stingaree Dr Crystal Beach TX 77650	4/26/2010
104	5/12/2010	5335 0000-0008 000	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	4/28/2010
105	5/12/2010	6363 0001-0007-000	R180300	Cordts	E G Jr	3550 Smiths Point Crystal Beach TX 77650	4/28/2010
106	5/12/2010	6363-0001-0009-000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	4/29/2010
107	5/12 2010	6275-0001 0012 000	R180414	Siem	Joan	2340 Trinidad Crystal Beach TX 77650	4/26 2010
108	5/12/2010	3068 0010-0000-000	R181373	Anderson	Martha E	962 Martha s Vineyard Ln Gilchrist TX 77617	4/26 2010
109	5/12/2010	3200-0000 0212 000	R215218	Ballew	Mike & Margo	1342 Emerald Dr Crystal Beach TX 77650	4/26/2010
110	5/12 2010	3201 0000-0046 000	R215553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	4/23 2010
111	5 12/2010	5656 0001 0017-000	R217948	Prosl	Theodore	1990 Gulf Rd Crystal Beach TX 77650	4 22/2010
112	5/19/2010	4197-0000-0008-000	R170388	Randall	Lionel	987 Cade St Gilchrist TX 77617	4/29/2010
113	5/19/2010	1204-0000 0009-000	R172193	Shell s Gilchrist House	Kocurek Scott L & Michelle	2670 Hwy 87 Gilchrist TX 77617	4/28/2010
114	5/19/2010	2205-0000-0126-000	R172351	Berry	Yvonne	1413 Van Sant Gilchrist TX 77617	5/3/2010
115	5/19/2010	2205-0000-0447-000	R172655	Boudreaux	David	1118 Mabry Gilchrist TX 77617	5/1/2010
116	5/19/2010	0054-0003-0000 000	R173798	Bauer	Arthur R & Gail E	990 Gordon Dr Caplen TX 77617	4/30/2010
117	5/19/2010	0064-0049-0000 000	R175666	Sisk	Dorothy	1608 Hwy 87 Gilchrist TX 77617	5/4/2010
118	5/19/2010	1590-0002-0021-000	R175684	Minocchi	Marjannie	1014 Deens St Gilchrist TX 77617	5/11/2010
119	5/19/2010	2210-0002 0011-000	R175937	Wells	Ross & Daughtry Richard	1362 Keith Ave Gilchrist TX 77617	5/11/2010
120	5/19/2010	2210-0003-0014-000	R175955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	4/28/2010
121	5/19/2010	2958-0001-0008-002	R177259	Atkinson	John S	988 Kirks Rd Gilchrist TX 77617	4/22/2010
122	5/19/2010	2958-0001-0009-002	R177261	Clark	Rons & Barbara	992 Kirk Rd Gilchrist TX 77617	5/4/2010
123	5/19/2010	3276-0001-0025-000	R177324	Meadows	Bobby J	1112 Faggard Slip Rd Gilchrist TX 77617	5/11/2010
124	5/19/2010	3585-0015-0004-000	R177548	Shonka	Frank	990 Kirkpatrick Gilchrist TX 77617	5/4/2010
125	5/19/2010	3585-0020-0006-001	R177781	Robbins	Cliff	983 French Road Gilchrist, TX 77617	5/7/2010
126	5/19/2010	5010 0000-0019 000	R177967	Mazzu	Donald J & Anna M	989 Mazzu St Gilchrist TX 77617	4/29/2010
127	5/19/2010	1067-0000-0080 000	R178467	Harvey Schneider	Mary N & Kenneth	866 Alberdie Dr Crystal Beach TX 77650	5/5/2010
128	5 19/2010	3075 0000 0015-000	R178531	Frost	Jack	2389 Sand Drift Crystal Beach TX 77650	5/7/2010
129	5/19/2010	4050 0000-0204 000	R179087	Gaspard	Norman & Regina	2601 Breaker Crystal Beach TX 77650	5/11/2010
130	5/19/2010	6270-0001 0013-000	R180356	Hatch	Sherrye	3184 Gulf Castle Crystal Beach, TX 77650	4/14/2010
131	5 19/2010	6550-0006-0016-000	R180432	Nichols	H G , Sr estate of R Allan	3594 Tarpon Way Crystal Beach TX 77650	5/7/2010
132	5/19/2010	5134-0000-0016-000	R214294	Quinn	Robert G	1390 Gulf Crystal Beach TX 77650	5/8/2010
133	5/19/2010	3200-0000-0210-000	R215216	Burgess	James C & Irene A	1346 Emerald Dr Crystal Beach TX 77650	4/29/2010
134	5/19/2010	3200-0000-0293-000	R215295	Unruh	James & Eulalia	803 Surfview Emerald Beach, TX 77650	5/11/2010
135	5/19/2010	3200-0000-0295-000	R215297	Follis	Ed B	1336 Emerald Dr Crystal Beach TX 77650	5/7/2010
136	5/19/2010	3200-0000-0463 000	R215444	Lees	William	1320 Emerald Dr Crystal Beach TX 77650	5/7/2010

COMMISSIONER 5 COURT BUYOUT LIST 4/12/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner® Last Name	Owner® First Name	Damaged Property Address	Presented Offer Date
137	5/26/2010	3735-0000-0185-000	R212154	Moe	James	1058 4th Street Gilchrist TX 77617	5/12/2010
138	5/26/2010	1825-0002-0021-000	R176896	Hornbuckle	Virginia	971 Jean Ave Gilchrist TX 77617	5/8/2010
139	5/26/2010	2958-0002-0014-000	R177277	Sanchez	Raymond & Lisa	97 Duck Rd Gilchrist, TX 77617	5/11/2010
140	5/26/2010	3585-0003-0000-003	R177490	Coaster	Terry J & Deborah F	983 Weber Rd Gilchrist TX 77617	5/7/2010
141	5/26/2010	3585-0014-0004-000	R177539	Stoneham	Mark & Caroline	989 Kirkpatrick Gilchrist, TX 77617	5/8/2010
142	5/26/2010	6363-0001-0014-000	R218501	Conn	Dorothy A	3480 Smiths Point Crystal Beach TX 77650	5/10/2010
143	5/26/2010	3755-0001-0003-000	R218796	Calder	Denene Ray	1990 Avenue J Crystal Beach TX 77650	5/12/2010
144	5/26/2010	3755-0001-0004-000	R218797	MacMillan	Scott & Patricia	1988 Avenue J Crystal Beach TX 77650	5/7/2010
145	5/26/2010	3658-0000-0010-000	R217407	Dunlap	Bo Alva	1949 Avenue J Crystal Beach TX 77650	5/11/2010
146	5/26/2010	3655-0001-0001-004	R217446	MacMillan	Scott & Patricia	2401 Gulf Shores Dr Crystal Beach TX 77650	5/7/2010
147	5/26/2010	6280-0010-0003-000	R218027	Windmeyer	Dave & Sharon	1756 Redfish Ln Crystal Beach TX 77650	5/12/2010
148	5/26/2010	6180-0000-0062-000	R303823	Hebert	Clay J	1120 Rollinger Circle Gilchrist TX 77617	5/11/2010
149	5/26/2010	7335-0000-0001-004	R389809	Selcer	Robias & Amanda	993 Butterfield Gilchrist TX 77617	5/11/2010
150	6/2/2010	4107-0000-0020 000	R170400	Galewsky	Harry	953 James Rd Gilchrist TX 77617	5/19/2010
151	6/2/2010	1590 0002 0016 000	R175680	Todd	Laura Ann & Monroe Lee	1038 Deens St Gilchrist TX 77617	5/14/2010
152	6/2/2010	1825-0002-0004 001	R176880	Beerer	Larry D	970 Dolly St Gilchrist TX 77617	5 18/2010
153	6/2/2010	825 0003-0003-002	R176901	Finley	George,Larry,Carolyn	970 Jean St Gilchrist TX 77617	5/3/2010
154	6 2 2010	1825-0003 0006 000	R176903	Serafino	Aless Ann Isbell	976 Jean St Gilchrist TX 77617	5/14.2010
155	6 2/2010	2210-0001-0000 000	R175929	Blackwell	Daniel	963 Johnson Rd Gilchrist TX 77617	5/13/2010
156	6/2/2010	2957 0003-0007-001	R177232	Kaleta	Richard & Teresa	974 Mae St Gilchrist TX 77617	5/18 2010
157	6/2/2010	3276-0003-0009 000	R177404	Hellinger	Charles N	1048 Waco Gilchrist TX 77650	5/14/2010
158	6/2/2010	3585-0008-0000-007	R177504	Haddox	Ronald & Anna Lee	978 Katy St Gilchrist TX 77617	5/11/2010
159	6/2/2010	3586-0025-0006 000	R177591	Bielgk	Michael	983 Bos Rd Gilchrist TX	5/12/2010
160	6/2/2010	4110 0001 0005-000	R177841	Marcon	Howard Anthony,Sandry	977 S Deens St Gilchrist TX 77617	5/11/2010
161	6/2/2010	3075-0000-0006-000	R178520	Radley	Don/Radley Family LP	2402 Sand Drift Ln Crystal Beach TX 77650	5/18/2010
162	6/2/2010	5135 0000 0042 000	R179476	Hanson Todd	Beachrock Trust	865 Meynig Dr Crystal Beach TX 77650	5/10/2010
163	6/2/2010	1845-0002-0016 000	R214539	Cramer	Alan	1848 Pompano Crystal Beach TX 77650	5/19/2010
164	6/2/2010	1845 0003-0004 000	R214556	Denena	Johnny	1800 Redfish Lane Crystal Beach,TX 77650	5/17/2010
165	6/2/2010	865-0000-0143 000	R214719	Hulsey	LMH Trust	819 East Rd Crystal Beach TX 77650	5/13/2010
166	6 2/2010	6280-0010-0001-000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	5/14/2010
167	6/2 2010	6280 0010-0006-000	R218031	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	5/21/2010
168	6/2/2010	7315-0000 0049 000	R218272	Langtree	John A	830 Alma Ln Crystal Beach TX 77650	5 20/2010
169	6/2/2010	3276 0001-0070-001	R381412	Forsythe	Sallie & Jessie	1275 Faggards Slip Gilchrist TX 77617	5/13/2010

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No	Court Action Date	GCAD Number	Property ID	Owner@Last Name	Owner@First Name	Damaged Property Address	Presented Offer Date
170	6/9/2010	2205-0000 0197 000	R172421	Wheeler	Eileen	1071 Van Sant Gilchrist TX 77617	5/25/2010
171	6 9/2010	4040 0000 0026 000	R172894	Harwell	Michael	2552 Hwy 87 Gilchrist TX 77617	5/19/2010
172	6/9/2010	4040 0000-0031 000	R172899	Stronach	Donald A & Marjorie A	2548 Hwy 87 Gilchrist TX 77617	5/26/2010
173	6/9/2010	2210-0002 0007-000	R176935	McAbee	David	1376 Keith Ave Gilchrist TX 77617	5/18/2010
174	6/9/2010	2955 0002-001? 000	R177099	Fuselier	Harold & Elaine	977 Bay St Gilchrist TX 77617	5/24/2010
175	6/9/2010	4660-0018 0009 000	R177938	Johnston	Irwin B	989 Daigle Dr Gilchrist TX 77617	5/26/2010
176	6/9/2010	5670 0000-0176-000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	5/21/2010
177	6 9/2010	7120-0002-0028 000	R180786	Arisco	Ida Joyce	915 Driftwood Dr Crystal Beach TX 77650	5/25/2010
178	6/9/2010	3201 0013 0214 000	R216693	Cribbs	C Haden, Jr	2023 Lakeview Dr Crystal Beach TX 77650	5/25/2010
179	6 9/2010	3201 0013 0215-000	R216695	Cribbs	C Haden, Jr	2025 Lakeview Dr Crystal Beach, TX 77650	5/25/2010
180	6/9 2010	6280 0010-0004-000	R218029	Umstead	Billy J & Yoriko	1774 Redfish Ln Crystal Beach TX 77650	5/24/2010
181	6 9/2010	7336-0000-0001-003	R363828	Escagne	Allen H	997 Butterfield Ln Gilchrist TX 77617	5/25/2010
182	6/16/2010	1640-0000-0001-000	R170266	Kennett	Lyn Piland	937 James Rd Gilchrist TX 77617	5/27/2010
183	6/16/2010	2119-0000-0003-001	R170357	Maynard	Glenda W.	846 Miami Gilchrist TX 77617	5/26/2010
184	6/16/2010	4040-0000-0022-000	R172890	Martino	Joseph	2518 Hwy 87 Gilchrist TX 77617	5/25/2010
185	6/16/2010	1610-0001-0017 000	R176782	Beasley	William E	1965 Hwy 87 Gilchrist TX 776517	6/8/2010
186	6/16/2010	1635-0000-0080-000	R176864	Bristow	Marvin E & Patricia	1048 Beachfront Rd Gilchrist TX	6/2/2010
187	6/16/2010	2955-0002-0007-000	R177091	Johnson	Larry W	982 Gayle St Gilchrist TX 77617	5/25/2010
188	6/16/2010	2957-0002-0016-000	R177219	Goss	Randall & Lynvia	989 Margaret Gilchrist TX 77617	5/27/2010
189	6/16/2010	3585-0013-0004-000	R177531	Kurtin	Mark & Deborah	988 Faggards Slip Gilchrist TX 77617	6/8/2010
190	6/16/2010	3587-0014-0008-000	R177720	McNeill-Henney	Stephanie & Julia-Chris	1029 Gulf Supply Rd Gilchrist TX 77617	5/29/2010
191	6/16/2010	6182-0000-0001-000	R178116	Brown	Clint Wayne	1047 Joy St Gilchrist TX 77617	6/8/2010
192	6/16/2010	7336-0000-0004-001	R178203	Tabor	Richard F & Anna J	997 Geary St Gilchrist TX 77617	5/31/2010
193	6/16/2010	7120-0012-0003-000	R181015	Smales	Fred	2824 Tradewinds Crystal Beach TX 77650	6/2/2010
194	6/16/2010	1865-0000-0128-001	R214690	Hogan	Claudine	1114 Gulfview Dr Crystal Beach TX 77650	5/26/2010
195	6/16/2010	2673-0000-0005-000	R215694	Casey	Mary	1246 Gulf Rd Crystal Beach TX 77650	5/26/2010
196	6/16/2010	1251-0000-0004-000	R502584	Harrison	T.W	2463 Audubon Ave Gilchrist TX 77617	5/28/2010
197	6/16/2010	1252-0000-0001-000	R512292	Harrison	T.W	2502 Audubon Ave Gilchrist TX 77617	5/28/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
198	6 30/2010	1640 0000-0002-000	R170267	Polk	Carol J	945 James Rd Gilchrist TX 77617	6/7/2010
199	6/30/2010	2205-0000-0186 000	R172411	Brumfield	Ralph Neil & Mary Ann	1123 Van Sant Gilchrist TX 77617	6 4/2010
200	6.30/2010	4040-0000-0029 000	R172897	Duplanns	Stephen	2570 Hwy 87 Gilchrist TX 77617	5/26/2010
201	6/30/2010	1610-0001 0014-000	R176779	Black	Janie & Bradley	1026 Dolphin Gilchrist , TX 77617	6/10/2010
202	6/30/2010	2957 0001-0003 000	R177199	Weatherall	Marguerita	990 Margaret St Gilchrist TX 77617	6/7/2010
203	6 30/2010	4110-0001 0012 000	R177847	Gressett	Bea	986 Deens St Gilchrist TX 77617	6/1/2010
204	6/30/2010	4315-0001-0003 000	R177907	Arnold	Jim H & W E	989 Pontiff St Gilchrist TX 77617	6/8/2010
205	6/30/2010	5010-0000-0006 000	R177955	Emerald	A John	977 Elsie St Gilchrist TX 77617	6/2/2010
206	6/30/2010	6182-0000-0024-000	R178139	Minter	Larry V & Jo H	1101 Joy Gilchrist TX 77617	6/10/2010
207	6/30/2010	0064 0085-0000 000	R178163	Funchess	Wanda	1680 Hwy 87 Gilchrist TX 77617	6/1/2010
208	6/30/2010	7335 0002 0007-000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	6/2/2010
209	6/30/2010	1067 0000 0091-000	R178477	Bergh	Stephen S	2120 Gulf St Crystal Beach TX 77650	6/3/2010
210	6/30/2010	5135 0000-0044 000	R179478	McCarroll	Celeste	845 Meynig Dr Crystal Beach TX 77650	6/6/2010
211	6/30/2010	6363 0001-0012 000	R180305	Knight	Marc & Carole	3500 Smiths Point Crystal Beach, TX 77650	6/17/2010
212	6/30/2010	5960-0475 1017 001	R207967	Beavers	Billy & Marie	1513 Galveston Alley Port Bolivar TX 77650	6/18/2010
213	6/30/2010	3200 0000-0127 000	R216136	Mackowski-Tomberlin	Donna	1352 Emerald Dr Crystal Beach TX 77650	5/27/2010
214	6/30/2010	3200-0000 0213-000	R216219	O Sullivan	Janette	1340 Emerald Crystal Beach TX 77650	6/2/2010
215	6/30/2010	3755 0002-0018-000	R216790	Buntin	Robert R	1981 Avenue J Crystal Beach TX 77650	6/4/2010
216	6/30/2010	3956 0000-0007-001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	6/10/2010
217	6/30/2010	3760 0002 0064-001	R403925	Kujawa	Linda	803 Kahla St Crystal Beach TX 77650	6/3/2010
218	7/7/2010	4215-0000-0008-000	R125377	Bank of American Home Loan Servicing LP		16905 Jamaica Beach Rd Jamaica Beach, TX 77554	4/20/2010
219	7/7/2010	2205-0000-0526-000	R172735	Rogers	Mary	1512 Mabry Gilchrist TX 77617	6/11/2010
220	7/7/2010	4040-0000-0021-000	R172889	Cramer	Alan	2512 Hwy 87 Gilchrist TX 77617	6/17/2010
221	7/7/2010	1610-0001-0012-000	R176777	Beasley	William E	1034 Dolphin St Gilchrist TX 77617	6/17/2010
222	7/7/2010	2210-0004-0007-001	R176966	White	Harold L	985 Johnson Gilchrist TX 77617	6/16/2010
223	7/7/2010	2935-0000-0010-000	R177071	Sayre	George A & Connie M	997 Bluestein Gilchrist TX 77617	6/21/2010
224	7/7/2010	2956-0002-0005-000	R177133	Orosz	Emeric	1020 N. Gayle St Gilchrist TX 77617	6/22/2010
225	7/7/2010	2958-0002-0006-000	R177269	Mallet	Cecil	973 Church St Gilchrist, TX 77617	5/25/2010
226	7/7/2010	3276-0002-0026-000	R177382	McCall	Kenneth Lee	1115 Faggards Slip Rd Gilchrist TX 77617	6/20/2010
227	7/7/2010	3585-0005-0000-001	R177493	Kent	Jan	987 Weber Gilchrist TX 77617	6/21/2010
228	7/7/2010	0064-0091-0000-000	R177852	Wood	Terry	1728 Hwy 87 Gilchrist TX 77617	6/24/2010
229	7/7/2010	0064-0095-0000-000	R177853	Baccigalopi	Ted & Marcella	1794 Hwy 87 Gilchrist, TX 77617	6/16/2010
230	7/7/2010	6180-0000-0095-000	R178107	Rayburn	Michael G. & Alberta A	1039 Rollover One Gilchrist TX 77617	6/9/2010
231	7/7/2010	6040-0000-0032-000	R179924	Meaux	David	2900 Tropicana Dr Crystal Beach TX 77650	6/16/2010
232	7/7/2010	6363-0001-0013-000	R180306	Golden	James S	3490 Smiths Point Crystal Beach,TX 77650	6/17/2010
233	7/7/2010	7120-0007-0007-000	R180961	Carver	David	2771 Tradewind Ln Crystal Beach,TX 77650	6/21/2010
234	7/7/2010	2670-0000-0033-000	R215566	Greenwood	Michael E	854 Buell Crystal Beach TX 77650	6/15/2010
235	7/7/2010	3201-0002 0044-000	R216551	Palmer	Charles D & Brenda S	800 Eastview Crystal Beach TX 77650	6/15/2010
236	7/7/2010	3956-0000-0004-000	R217390	Andrus	Jay L	1942 Avenue J Crystal Beach TX 77650	6/19/2010
237	7/7/2010	7315 0000-0003-000	R218244	Staib	Allan	827 Alma Crystal Beach, TX 77650	6/17/2010
238	7/7/2010	7315-0000-0005-000	R218246	Driscoll	Stephen	835 Alma Crystal Beach TX 77650	6/1/2010
239	7/7/2010	7120-0007-0008-000	R434029	Carver	David	2773 Tradewind Ln Crystal Beach, TX 77650	6/21/2010

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No	Court Action Date	GCAD Number	Property ID	Owner©Last Name	Owner©First Name	Damaged Property Address	Presented Offer Date
240	7/28/2010	2118 0000-0001-001	R170271	Lopez	Hilda	950 Linn Gilchrist TX 77617	7/13/2010
241	7/28/2010	2119-0000-0002-001	R170356	Drago Realty Associates	Joseph P Drago	850 Miami Gilchrist, TX 77617	7/13/2010
242	7/28/2010	1204-0000-0010-000	R172194	Kantis	Dean A	2680 Hwy 87 Gilchrist TX 77617	7/6/2010
243	7/28/2010	1204-0000-0021-000	R172205	Giossi	David	2762 Hwy 87 Gilchrist TX 77617	6/24/2010
244	7/28/2010	2205-0000-0009-000	R172239	Barnes	Diana	1058 Pennington Gilchrist TX 77617	6/30/2010
245	7/28/2010	4040-0000-0011-000	R172879	Cessac	Freddy R & Theta D	2444 Hwy 87 Gilchrist TX 77617	7/14/2010
246	7/28/2010	4040-0000-0013-000	R172881	Kantis	Dean A	2460 Hwy 87 Gilchrist,TX 77617	7/6/2010
247	7/28/2010	1590-0002-0022-000	R176685	Estes	Dwain M	1008 Deens Gilchrist TX 77617	7/2/2010
248	7/28/2010	1635-0000-0064-000	R176853	Cormier	Andrew	1110 Beachfront Gilchrist,TX 77617	7/13/2010
249	7/28/2010	2955-0002-0008-000	R177092	Cacioppo	Mary Jo	976 Gayle St Gilchrist TX 77617	7/13/2010
250	7/28/2010	2956-0002 0008-000	R177136	Williamson	Jackie & Carolyn	1010 Gayle St Gilchrist TX 77617	6/24/2010
251	7/28/2010	2956-0003-0008-002	R177153	Werner	Kenneth	1008 Margaret Rd Gilchrist TX 77617	7/13/2010
252	7/28/2010	2957-0002-0001-000	R177205	Summers	Betty	993 Margaret Rd Gilchrist TX 77617	7/13/2010
253	7/28/2010	3585-0012-0000-002	R177525	Garcia	Mary C & Cathy	981 Faggards Rd Gilchrist TX 77617	6/8/2010
254	7/28/2010	3586-0023-0004-000	R177578	McCall Jr	Leroy	987 Evans Gilchrist TX 77617	6/21/2010
255	7/28/2010	3586-0023-0006-000	R177580	McCall, Jr	Leroy	979 Evans Gilchrist TX 77617	6/21/2010
256	7/28/2010	3587-0014-0009 000	R177721	Randall	Mary	1033 Gulf Supply Rd Gilchrist TX	7/13/2010
257	7/28/2010	3587-0014-0011-000	R177722	Howard	John	1039 Gulf Supply Rd Gilchrist TX 77617	7/13/2010
258	7/28/2010	3587-0021-0028 000	R177799	Wang	Niki	1080 Blacks Slip Gilchrist TX 77617	6/22/2010
259	7/28/2010	7336-0000-0013-000	R178213	Cramer	Alan	993 George St Gilchrist, TX 77617	6/25/2010
260	7/28/2010	4050-0000-0019-000	R178920	Hodge	Charles W	945 Gulf Rd Crystal Beach, TX 77650	7/13/2010
261	7/28/2010	4050-0000-0332-000	R179209	Bland	Juliet & Steve	2612 Holiday Dr Crystal Beach TX 77650	6/28/2010
262	7/28/2010	6285 0000-0008-000	R180090	McFerrin(Tim Properties LLC)	Tom	2698 Gillespie Crystal Beach, TX 77650	6/29/2010
263	7/28/2010	5960-0350-0015-000	R207219	Desormeaux	Larry J	1404 Front Ave Port Bolivar TX 77650	7/14/2010
264	7/28/2010	5960-0450-1003-001	R207888	Carter	Daniel	1810 Houston Alley Port Bolivar TX 77650	6/23/2010
265	7/28/2010	6280-0014-0009-000	R218058	LaGrappe	Bryan	841 Trout Blvd Crystal Beach TX 77650	7/14/2010
266	7/28/2010	6180-0000-0051-000	R303824	McCay	M A	1128 Rollover Cr Gilchrist TX 77617	7/14/2010
267	8/4/2010	4109-0000-0002-000	R170310	Hidalgo	Robert A	955 Smith Rd Gilchrist TX 77617	7/14/2010
268	8/4/2010	1825-0002-0004-002	R176881	Crenshaw	John E-Estate of Rosa D. Cre	972 Dolly St Gilchrist TX 77617	7/16/2010
269	8/4/2010	2955-0001-0006-000	R177082	Chen	Anthony, Chu-Wa	978 Bay Street Gilchrist TX 77617	7/14/2010
270	8/4/2010	2955-0003-0004-000	R177105	Player	Craig	981 Gayle Gilchrist TX 77617	7/14/2010
271	8/4/2010	2957-0003-0006-000	R177230	Oehlers	Eddie G & Betti Lanell	975 ELIZABETH ST GILCHRIST TX 77617	7/12/2010
272	8/4/2010	3585-0013-0006-000	R177532	Rand	Jay Ortega	982 Faggards Rd. Gilchrist, TX 77617	7/6/2010
273	8/4/2010	3587-0013-0011-000	R177695	Krystaponis	James	1052 Faggards Rd. Gilchrist TX 77617	7/7/2010
274	8/4/2010	6180-0000-0013-000	R178069	Grail	Thomas & Jill	1047 Rollover Cr Gilchrist TX 77617	7/15/2010
275	8/4/2010	1067-0000-0047-000	R178432	DeRouen	Jimmy D	2100 Pond Srt Crystal Beach TX 77650	7/20/2010
276	8/4/2010	7071 0000-0050-000	R178724	REDERA LLC	Lasater, Debra-Manager	3389 Sandcastle Ln Crystal Beach TX 77650	7/15/2010
277	8/4/2010	4467-0001-0004-000	R179225	Perkins	Robert & Lana	3280 Treasure Ln Crystal Beach TX 77650	7/15/2010
278	8/4/2010	6040-0000-0027-000	R179919	Cherry	Donald B	921 Bahama Dr Crystal Beach TX 77650	7/10/2010
279	8/4/2010	7120-0010-0002 000	R180997	Lanning	Michael	2754 Tradewinds Crystal Beach TX 77650	7/12/2010
280	8/4/2010	7120-0010-0003-000	R180998	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	7/12/2010
281	8/4/2010	6550-0006-0014-000	R186430	Schaumburg	George J Jr	3590 Tarpon Way Crystal Beach TX 77650	7/10/2010
282	8/4/2010	3200-0000-0126 000	R216135	Kirchoff	Steve & Jaque	1354 Emerald Ave. Crystal Beach, TX 77650	7/9/2010
283	8/4/2010	3200-0000-0286-000	R216288	Barnett	Kenneth John	701 Holiday Crystal Beach TX 77650	7/17/2010
284	8/4/2010	3586-0024-0000-004	R371923	Vargas	Raul	980 Evans St Gilchrist TX 77617	7/9/2010
285	8/4/2010	0052 0009-0000-007	R389032	Fortenberry	David & Sandy	2586 Hwy 87 Gilchrist TX 77617	7/15/2010
286	8/4/2010	1825-0001-0006-000	RS15250	Ingvardsen	John & Amy	975 Dolly Gilchrist TX 77617	7/12/2010

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No	Court Action Date	GCAD Number	Property ID	Owner©Last Name	Owner©First Name	Damaged Property Address	Presented Offer Date
287	8/18/2010	1204 0000-0003 000	R172187	Bonnette, Jr	Randall J	2626 Hwy 87 Gilchrist TX 77617	7/26/2010
288	8/18/2010	1204-0000-0008 000	R172192	Husband	Guy B & Charlotte	2666 Hwy 87 Gilchrist TX 77617	7/22/2010
289	8/18/2010	1204 0000-0022 000	R172206	Lyday	Sandra	2770 Hwy 87 Gilchrist TX 77617	8/3/2010
290	8/18/2010	1204 0000 0033 000	R172217	Husband	Guy B & Charlotte	2844 Hwy 87 Gilchrist TX 77617	7/22/2010
291	8/18/2010	1204 0000-0040-001	R172231	Husband	Guy B & Charlotte	2898 Hwy 87 Gilchrist TX 77617	7/22/2010
292	8/18/2010	2205-0000 0255 000	R172472	Perkins	Terry & Dixie	1244 Van Sant Gilchrist TX 77617	7/30/2010
293	8/18/2010	4956 0003-0011 000	R177156	Lovett	Charles Allen	1011 Gayle St Gilchrist TX 77617	7/15/2010
294	8/18/2010	6755 0002 0004 000	R180594	Roach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	7/20/2010
295	8/18/2010	7120-0012 0005-000	R181017	Langtree	John A	2830 Tradewinds Ln Crystal Beach TX 77650	5/20/2010
296	8/18/2010	5960 0424-0007 000	R207564	Simpson	George H	1706 Houston Alley Port Bolivar, TX 77650	8/3/2010
297	8/18/2010	5134 0000-0006-000	R214287	O Brian	Russell	1398 Gulf St Crystal Beach TX 77650	7/19/2010
298	8/18/2010	5134-0000-0015-000	R214293	McCool	Richard H & Shirley A	805 Sandollar Cr Crystal Beach TX 77650	8/3/2010
299	8/18/2010	3755 0001 0005 000	R216768	REDERA LLC	Debra Lasater-Manager	1984 Ave J Crystal Beach TX 77650	7/20/2010
300	8/25/2010	2956-0002-0006-000	R177134	Walker	Alice M	1018 Gayle St N. Gilchrist, TX 77617	8/3/2010
301	8/25/2010	2957-0003-0015-000	R177218	Montgomery	Frederick & Melissa	985 Margaret Rd Gilchrist TX 77617	7/1/2010
302	8/25/2010	2958-0002-0000-001	R177307	First Baptist Church		1992 Hwy 87 Gilchrist TX 77617	8/4/2010
303	8/25/2010	3586-0028-0007-000	R177808	Kemble	Kenneth	979 Joseph St Gilchrist TX 77617	7/13/2010
304	8/25/2010	7335-0003-0008-000	R178196	Brookland	Terry L	984 Austin St. Gilchrist TX 77617	8/4/2010
305	8/25/2010	4050-0000-0215-001	R178901	Point of Beach Properties LL	Watkins, Charles	7005 Boardwalk Dr Crystal Beach TX 77650	8/3/2010
306	8/25/2010	2670-0000-0024-000	R215560	Mantha	Michael W	940 Rose St Crystal Beach, TX 77650	8/2/2010
307	9/1/2010	1825-0002-0019-000	R176893	Grillo	Delores	975 Jean St Gilchrist TX 77617	8/24/2010
308	9/1/2010	2956-0004-0006-000	R177167	Hanks	Willie B & Mildred	1018 N Elizabeth St. Gilchrist, TX 77617	8/9/2010
309	9/1/2010	6285-0000-0015-000	R180097	Kline	Sandra	2740 Gillespie Crystal Beach TX 77650	8/10/2010
310	9/1/2010	6755-0001-0003-000	R180588	Hebert	Anne K	2904 Gulf Rd. Crystal Beach TX 77650	8/14/2010
311	9/1/2010	6755-0001-0005-000	R180589	Henley	Terry & Jane	2914 Gulf Dr. Crystal Beach TX 77650	8/3/2010
312	9/1/2010	6550-0006-0017-000	R186433	Metzger	Clarence J & Ruth	3596 Tarpon Way Crystal Beach TX 77650	8/13/2010
313	9/1/2010	7725-0009-0003-000	R213209	Puntscher-Sauceda	Augustine	4418 Heron St.Hitchcock TX 77563	8/24/2010
314	9/1/2010	7725-0015-0041-000	R213389	Michaels	Maris Marlene	4738 Mallard Hitchcock TX 77563	8/24/2010
315	9/1/2010	1845-0003-0013-000	R214562	Krebs/Reedy	Stephen P/Rex	1830 Redfish Ln Crystal Beach TX 77650	8/23/2010
316	9/1/2010	1945-0001-0001-000	R215473	Stephens	Elmer	1798 Redfish Ln Crystal Beach TX 77650	8/23/2010
317	9/1/2010	3755-0001-0007-000	R216770	ROBB	ALAN	1976 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
318	9/1/2010	3755-0001-0009-000	R216772	ROBB	ALAN	1968 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
319	9/1/2010	4165-0000-0080-002	R217678	Phipps	Barry & Peggy	821 Tinkle Ln. Crystal Beach, TX 77650	8/23/2010
320	9/1/2010	2875-0000-0029-000	R221797	Bertanzi	Ronald	365 Atkinson Crystal Beach TX 77650	7/27/2010
321	9/1/2010	5465-0000-0022-000	R222017	Mantha	Joyce	113 Ocean Shores Crystal Beach, TX 77650	8/12/2010

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No	Court Action Date	GCAD Number	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	Presented Offer Date
322	9/8/2010	2955-0002-0006-000	R177090	Kirkpatrick	Henry	986 Gayle St Gilchrist TX 77617	8/20/2010
323	9/8/2010	7725-0028-0015-000	R213576	Curran	Patricia J	4812 Bayou Ln Hitchcock TX 77563	8/23/2010
324	9/8/2010	1865-0000-0121-000	R214684	Eschete-Hatchik	Karen A	824 East Rd Crystal Beach TX 77650	8/20/2010
325	9/8/2010	1865-0000-0122-001	R214685	Eschete-Hatchik	Karen A	820 East Rd Crystal Beach TX 77650	8/20/2010
326	9/8/2010	1865 0000-0122-002	R214686	Eschete-Hatchik	Karen A	818 East Rd. Crystal Beach TX 77650	8/20/2010
327	9/8/2010	2671 0000-0003-000	R215574	Kline	Sandra	849 Lazy Ln Crystal Beach TX 77650	8/22/2010
328	9/8/2010	3200 0000-0508-000	R216488	Kline	Sandra	773 Townsend Crystal Beach TX 77650	8/22/2010
329	9/15/2010	4187 0000-0000-013	R125430	Bradley	Elizabeth	16501 Jamaica Beach Rd Jamaica Beach TX 77554	8/23/2010
330	9/15/2010	4040-0000-0025 000	R172893	Schoeman	Cary	2534 Hwy 87 Gilchrist TX 77617	8/24/2010
331	9/15/2010	2210-0003-0025 000	R176965	Quinn	Lisa & Phillip	1355 Keith Ave Gilchrist TX 77617	9/1/2010
332	9/15/2010	7120-0010-0001 000	R180996	McCracken	Ronald L	2750 Tradewind Crystal Beach TX 77650	8/29/2010
333	9/15/2010	1845 0002-0008 000	R214532	Brewer	Roy V	1816 Pompano Ln Crystal Beach TX 77650	8/14/2010
334	9/22/2010	2119-0000-0007 000	R170361	Armstrong	Doris M	830 Miami St Gilchrist TX 77617	9/1/2010
335	9/22/2010	4315-0002 0004 000	R177916	Henaud	Albert	984 Pontiff St Gilchrist TX 77617	9/5/2010
336	9/22/2010	2900 0003-0001-000	R215872	Cribbs	C Haden	1865 Croaker St Crystal Beach TX 77650	9/1/2010
337	9/22/2010	3755-0001-0006-000	R216769	Bunton	Robert R	1980 Avenue J Crystal Beach TX 77650	9/1/2010
338	9/29/2010	1204 0000-0001 000	R172185	Emerald	A John	2610 Hwy 87 Gilchrist TX 77617	9/14/2010
339	9/29/2010	3585 0011 0000-008	R177517	Golden/Estate of Luann Golde	Dewey Kent	989 Alicia Dr Gilchrist, TX 77617	9/8/2010
340	9/29/2010	0064 0116-0000-000	R178055	Deasy	Mike W & Kathie	967 Bauer St Gilchrist, TX 77617	9/10/2010
341	9/29/2010	4980-0004 0028-000	R179430	Freeman	Bill & Patricia	966 S Stingaree Crystal Beach, TX 77650	9/6/2010
342	9/29/2010	6270-0001-0018-000	R180361	Davis	Barry J & Roberta Rita	3168 Gulf Castle Crystal Beach TX 77650	8/31/2010
343	9/29/2010	3200 0000-0016-000	R216034	Spiker	Renea	950 Wommack Crystal Beach, TX 77650	9/8/2010
344	9/29/2010	1610-0004-0010-001	R309443	Davis	Charles	1047 Buck Shot Gilchrist TX 77617	9/8/2010
345	10/6/2010	3276 0002-0012-000	R177372	Hilligiest	Jerry	1061 Faggards Slip Gilchrist TX 77617	9/13/2010
346	10/6/2010	3586-0029-0017-000	R177613	Miranda	Leslie & David	984 Legers St Gilchrist TX 77617	9/14/2010
347	10/6/2010	4660-0019-0008-000	R177948	Butler	H Joseph	988 Daigle Dr Gilchrist TX 77617	9/16/2010
348	10/6/2010	3201-0003-0047-000	R216554	Bennett	Darlene B	2028 Seaside Crystal Beach TX 77650	9/15/2010
349	10/6/2010	3956-0000-0078-000	R217465	Kelly	Byron & Karen	1951 Avenue G Crystal Beach, TX 77650	9/15/2010
350	10/6/2010	5152-0000-0010-000	R221412	Kay	Judy H	429 Atkinson Crystal Beach TX 77650	9/13/2010
351	10/6/2010	2956-0005-0004-002	R422906	Castleberry	Robert Keith	1028 Mae St Gilchrist TX 77617	8/31/2010

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352	10/13/2010	7336-0000-0001-001	R178199	Wukoson	Sue	983 Butterfield Gilchrist TX 77617	9/20/2010
353	10/13/2010	5960-0500-1011-000	R208043	Barton	Ed W.	2023 Galveston Ave Port Bolivar, TX 77650	9/30/2010
354	10/13/2010	3201-0010-0199-000	R216680	Doucet	Jerry S & Mary F.	2024 Crestview Crystal Beach, TX 77650	9/21/2010
355	10/27/2010	1590-0002-0004-000	R176670	Gaston	Sharon	1041 Deens St. Gilchrist TX 77617	9/15/2010
356	10/27/2010	7070-0000-0027-000	R178694	Mason	Brad & Monica	3390 Sand Castle Crystal Beach TX 77650	10/6/2010
357	10/27/2010	0068-0008-0000-000	R181371	Shaddock	Carroll, Trustee	932 Martha's Vineyard Ln Gilchrist, TX 77650	9/15/2010
358	11/3/2010	1610-0001-0000-001	R176763	Tucker	Bruce	1045 Mae St Gilchrist TX 77617	7/29/2010
359	11/3/2010	1635-0000-0048-000	R176848	Malley	Michael G	1160 Beachfront Gilchrist TX 77617	9/15/2010
360	11/10/2010	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10/13/2010
361	11/10/2010	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	9/9/2010
362	11/10/2010	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10/20/2010
363	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
364	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
365	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
366	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
367	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
368	12/1/2010	7335-0002 0018-000	R178188	Fazelimanesh	Ardeshire & Karen	975 Austin Dr Gilchrist TX 77617	11/12/2010
369	12/1/2010	0201 0004-0054 000	R216561	Mapps	Jana	2012 Seaside Crystal Beach TX 77650	11 1/2010
370	12/15/2010	3587-0020-0071-000	R177778	Sherman,Sr	Jimmy Lee& Judith E	1175 Black's Slip Gilchrist TX 77617	8/23/2010
371	12/15/2010	7120-0001 0020-000	R180753	Porter	Charles F & Betty	907 Sandune Dr Crystal Beach TX 77650	11/16/2010
372	1/5/2011	4040-0000-0003-000	R172871	Fischer	John & Shirley	2394 Hwy 87 Gilchrist TX 77617	12/14/2010
373	1/5/2011	4040-0000-0004-000	R172872	Fischer	John & Shirley	2400 Hwy 87 Gilchrist TX 77617	12/14/2010
374	1/5/2011	4040-0000-0006-000	R172874	Connolly	Thomas	2408 Hwy 87 Gilchrist TX 77617	12/15/2010
375	1/5/2011	3585-0012-0000-003	R177526	Brown	James	985 Faggards Rd. Gilchrist TX 77617	11/29/2010
376	1/5/2011	3585-0012-0000-004	R177527	Guthrie	Harry H & Beverly A	989 Faggard Rd Gilchrist TX 77617	12/9/2010
377	1/5/2011	7335-0002-0016-000	R178186	Self	Connie M.	987 Austin Dr. Gilchrist TX 77617	12/8/2010
378	1/5/2011	1865-0000-0040-000	R515056	Clarke	Kenton	815 S O'neal Crystal Beach TX 77650	12/14/2010
379	1/18/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/24/2010
380	2/3/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/14/2011
381	2/5/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/12/2011
382	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/11/2011
383	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/14/2011
384	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/13/2011
385	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/19/2011
386	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/18/2011
387	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/5/2011
388	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/30/2010
389	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/30/2010
390	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/7/2011
391	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/18/2011
392	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/7/2011
393	2/9/2011	1590-0002-0020-000	R288093	Booker	John	1048 Dakota St Gilchrist TX 77617	1/3/2011

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394	2/16/2011	2119-0000-0011-000	R170365	Roberts	Judith	843 Miami Gilchrist TX 77617	1/25/2011
395	2/16/2011	0045-0004-0000-000	R171493	Sutton	William	970 Fletcher Ln Gilchrist TX 77617	2/1/2011
396	2/16/2011	2275-0000-0001-002	R171501	Sutton	William	982 Fletcher Ln Gilchrist TX 77617	2/1/2011
397	2/16/2011	0064-0052-0000-000	R176663	Brown	Stanley & June	1570 Hwy 87 Gilchrist TX 77617	1/29/2011
398	2/16/2011	2955-0002-0001 000	R177085	Heintz	Harry Frank III	995 Bay St Gilchrist TX 77617	1/31/2011
399	2/16/2011	2956-0004-0007-000	R177168	Haag	Kermit & Julia	1012 Elizabeth St Gilchrist TX 77617	1/26/2011
400	2/16/2011	3587-0013-0007-000	R177692	Roberts	Judith	1036 Faggards Rd Gilchrist TX 77617	1/31/2011
401	2/16/2011	0064-0078-0000-001	R178152	Zimmerman	Frank & Jane W	1586 Hwy 87 Gilchrist TX 77617	1/27/2011
402	2/16/2011	0064-0119-0000-000	R178221	Hufferd Jr	Lowell	975 Geary Gilchrist TX 77617	1/24/2011
403	2/16/2011	0064 0118-0000-000	R178223	Sather	Brian	976 Butterfield Ln Gilchrist TX 77617	1/25/2011
404	2/16/2011	4050-0000-0344-000	R179220	George	Bonita	2568 Holiday Dr Crystal Beach TX 77650	1/12/2011
405	2/16/2011	7120-0012-0002-000	R181014	King	Douglas & Bruce	2820 Tradewind Ln Crystal Beach TX 77650	1/27/2011
406	2/16/2011	4750-0025-0007-000	R221977	MESSINA	MARY BETH & MICHAEL R	4419 STRAND AVE Pt Bolivar TX 77650	2/2/2011
407	2/16/2011	0064-0101-0002-000	R296602	Husband	Guy & Charlotte	982 Mazzu St Gilchrist TX 77617	1/13/2011
408	2/16/2011	3587-0020-0003-001	R381104	Frederick	Katherine Ann	1035 Blacks Slip Gilchrist TX 77617	1/27/2011
409							
410							
411							
412							
413							
414							
415	3/8/2011	2118-0000-0002-002	R170276	Hearring	Samuel	no situs Gilchrist TX 77617	2/9/2011
416	3/8/2011	2119-0000-0009-000	R170364	Smith	Linda T.	835 Miami Gilchrist TX 77617	2/9/2011
417	3/8/2011	4040-0000-0023-000	R172891	Bryan	C. Michael	2528 Hwy 87 Gilchrist TX 77617	2/9/2011
418	3/8/2011	2955-0002-0015-000	R177101	Fuselier	Elaine	985 Bay Street Gilchrist TX 77617	2/13/2011
419	3/8/2011	3586-0029-0015-002	R177612	Miranda	David & Leslie	990 Legers St Gilchrist TX 77617	2/9/2011
420	3/8/2011	7335-0002-0010-000	R178182	Sandifer	Thibodeau, Grothe	2142 Hwy 87 Gilchrist TX 77617	2/10/2011
421	3/8/2011	4050-0000-0333-000	R179210	Nicotra	Mary	2606 Holiday Crystal Beach TX 77650	2/9/2011
422	3/8/2011	4467-0001-0010-000	R179231	Saladin	Frances	3308 Treasure Ln Crystal Beach TX 77650	2/9/2011
423	3/8/2011	5670-0000-0179-000	R179889	Disch	Ralph	2488 Gilmore Crystal Beach TX 77650	2/9/2011
424	3/8/2011	6270-0001-0002-000	R180345	Parker	Richard	3240 Gulf Castle Dr Crystal Beach TX 77650	2/9/2011
425	3/8/2011	6270-0001-0009-000	R180352	Brown	Robert & Linda	3200 Gulf Castle Dr Crystal Beach TX 77650	2/10/2011
426	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2768 Tradewinds Crystal Beach TX 77650	2/8/2011
427	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2770 Tradewinds Crystal Beach TX 77650	2/8/2011
428	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2772 Tradewinds Crystal Beach TX 77650	2/8/2011
429	3/8/2011	4050-0000-0338-000	R289308	Smith	Carole	2598 Holiday Crystal Beach TX 77650	11/15/2010
430	3/8/2011	3750-0000-0102-000	R291923	Hughes	Jess & Carolyn	220 Gulfport Crystal Beach TX 77650	2/10/2011
431	3/15/2011	1204-0000-0035-000	R172219	Furnace	John	2860 Hwy 87 Gilchrist TX 77617	2/13/2011
432	3/15,2011	0054-0010-0000-000	R173807	Wilkes	Brenda	958 Duff Maverick Gilchrist TX 77617	2/9/2011
433	3/15/2011	1610-0003-0007-000	R176804	Lockhart	Judith	1030 Buck Shot Gilchrist TX 77617	2/18/2011
434	3/15/2011	2958-0001-0007-002	R177257	Rozelle	Ray	982 Kirks Rd Gilchrist TX 77617	2/18/2011
435	3/15/2011	3276-0003-0070-000	R177442	Sparks	Michael	1279 Waco Gilchrist TX 77617	2/9/2011
436	3/15/2011	3587-0002-0014-000	R177642	Henderson	Don	1063 Hamm Rd Gilchrist TX 77617	2/9/2011
437	3/15/2011	3587-0021-0040-000	R177804	Piazza Sr	Joseph	1104 Blacks Slip Rd Gilchrist TX 77617	2/18/2011
438	3/15/2011	1840-0000-0011-000	R177817	Burgin	Melissa	1176 Blacks Slip Rd Gilchrist TX 77617	2/15/2011
439	3/15/2011	4467 0001-0014-000	R179235	Koehler	Michael	3326 Treasure Ln Crystal Beach TX 77650	2/9/2011
440	3/15/2011	7724-0000-0025-000	R213017	Richie	Ruth	4633 Hwy 6 Hitchcock TX 77563	2/15/2011
441	3/15/2011	3201-0003-0049-000	R216556	Doherty	Timothy & Michelle	2024 Seaside Crystal Beach TX 77650	2/13/2011
442	3/15/2011	6895-0000-0001-000	R218109	Beck	Charles & JoAnn	800 Mr G Crystal Beach TX 77650	3/1/2011
443	3/15,2011	3585-0006-0000-001	R404043	Shields	Henry & Sharon	2210 Hwy 87 Gilchrist TX 77617	2/15/2011

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No	Court Action Date	GCAD Number	Property ID	Owner® Last Name	Owner® First Name	Damaged Property Address	Presented Offer Date
444	3/22/2011	2118-0000-0004-002	R170282	Draper	E. Lisp	947 Coral Mare, Gilchrist TX 77617	3/3/2011
445	3/22/2011	0045-0005-0000-000	R171492	J Broussard Partnership	James C.	951 Ernest Ln Gilchrist TX 77617	2/28/2011
446	3/22/2011	0054-0019-0000-000	R173618	Knapp	Rebecca	958 Redhill Run Gilchrist TX 77617	2/28/2011
447	3/22/2011	2668-0001-0000-002	R172249	Henson	Rodney & Donna	998 Kirk Rd. Gilchrist TX 77617	2/13/2011
448	3/22/2011	2668-0001-0008-001	R172258	Landry	James & Cheryl	985 Main St. Gilchrist TX 77617	2/28/2011
449	3/22/2011	2668-0002-0002-000	R172278	Todnem	Carrie	991 Kirk Rd Gilchrist TX 77617	2/28/2011
450	3/22/2011	2668-0003-0003-000	R172282	Baynes, Williams	Sheila, James	998 Market St. Gilchrist TX 77617	2/22/2011
451	3/22/2011	2276-0002-0006-000	R172367	Robbins	Cliff & Shannon	1035 Peppers Slip Rd. Gilchrist TX 77617	2/15/2011
452	3/22/2011	3586-0025-0005-000	R171890	Tully	Ann	964 Bee Rd. Gilchrist TX 77617	3/2/2011
453	3/22/2011	4467-0001-0003-000	R179234	Layton	George	2078 Treasure Ln. Crystal Beach TX 77650	2/11/2011
454	3/22/2011	4467-0001-0012-000	R179235	Mikkin	James & Lynda Kay	2018 Treasure Cove Crystal Beach TX 77650	3/6/2011
455	3/22/2011	5670-0000-0178-000	R179858	Chittiger	Wayne	2484 Gilmore St. Crystal Beach TX 77650	2/11/2011
456	3/22/2011	6285-0000-0005-000	R180287	Properties LLC	JPW	2980 Gillespie, Crystal Beach TX 77650	3/1/2011
457	3/22/2011	6550-0004-0014-000	R186092	Babin	Brian	2653 Taylor Way Crystal Beach, TX 77650	4/16/2010
458	3/22/2011	6550-0001-0016-000	R186093	Babin	Brian	2653 Taylor Way Crystal Beach, TX 77650	4/16/2010
459	3/22/2011	6550-0001-0016-000	R186094	Babin	Brian	2653 Taylor Way Crystal Beach, TX 77650	4/16/2010
460	3/22/2011	2725-0003-0034-000	R213100	Garcia	Felicia	4004 Fairway Drive, [illegible]	2/15/2011
461	3/22/2011	3201-0004-0054-000	R216557	Mallett	Steve	2600 Sheldon, Crystal Beach TX 77650	2/15/2011
462	3/22/2011	3201-0004-0056-000	R216562	Tucker	John & Vicki	2606 Sheldon, Crystal Beach TX 77650	3/9/2011
463	3/22/2011	3668-0000-0009-000	R217068	Lavalier	Cathy	1100 Avenue T Crystal Beach TX 77650	2/25/2011
464	3/22/2011	2675-0000-0020-000	R221769	Palmer	Donna & Dan	928 Atkinson, Crystal Beach TX 77650	2/13/2011
465	3/22/2011	6697-0000-0007-000	R405053	Williams	Gene & Ruth	2514 Bayou, Crystal Beach TX 77650	2/3/2011
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Total Contracts	479

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 23 day of March, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Christopher Checkles & Jennifer Checkles**, **("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. 976 Hebert St, Gilchrist TX 77617, Legal Description: ABST 64 E FRANKS W 1/2 LOT 5 BLK 3 DELMAR ADDN 4

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 **$30,000.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$30,000.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$115,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$106,000.00** and structural damage from wind insurance of **$19,383.47** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of $40,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits.

6. **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**.

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R177285

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 23 day of March, 2011

Seller Signature

Christopher Checkles
Seller Printed Name

M. Jennifer Checkles
Seller Signature

M. Jennifer Checkles
Seller Printed Name

Galveston County

By:
Mark Henry
County Judge

Attest:
Dwight D. Sullivan
County Clerk

R177285

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 30 day of March, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Tony Martinez, Jr., ("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: 4422 Swan Dr Hitchcock TX 77563, Legal Description ABST 175 PAGE 6 LOT 14 BLK 23 WITTJEN SUB #7

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 **$48,750.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$48,750.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$65,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$0.00** and **$13,056.82** 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 **$13,056.82** 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

R213420

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 22 day of March, 2011

Tony Martinez Jr.
Seller Signature

Tony Martinez, Jr.
Seller Printed Name

Galveston County

By: Mark Henry
Mark Henry
County Judge

Attest: Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

R213420