GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
JANUARY 24, 2012 – 9:30 A.M.

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

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

Pledge of Allegiance and Invocation

1. Call to Order Regularly Scheduled Meeting.

2. Break into Executive Session:

2(a). Executive Session: The Commissioners Court will enter into executive session as permitted under provisions of the Texas Open Meetings Act, Texas Local Government Code Section 551.072: Deliberations about Real Property:

a. Repurchase of Lowe's tract of land located on 55th-57th and Broadway, Galveston, Texas.

b. Value of Surplus Tract of land belonging to Galveston County located at 54th and Broadway, Galveston, Texas.

2(b). Executive Session: The Commissioners Court will enter into executive session as permitted under the Texas Open Meetings Act, Texas Government Code Chapter 551, Section 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation regarding the Galveston County Information Technology Department and/or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act relating to the Information Technology Department.

3. Reconvene Regularly Scheduled Meeting.

*4. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 1/17/2012 and 1/24/2012.

b. Order for Payroll period ending 1/18/12 Bi-Weekly #2.

c. Reports for cash count performed on 11/18/11 for Constable, Precinct 1.

d. Reports for cash count performed on 1/6/12 for the Community Supervision and Corrections Department.

*5. Receive and file *Summary of Bi-Weekly Personnel Movements (includes appointments) pay period 25, November 24-December 7, 2011* submitted by Human Resources.

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

*7. Receive and file *Notice of Settlement of a Claim for Damages* submitted by County Legal.

a. Date of loss October 27, 2011 with damages of $201.52

*8. Consideration of offer for *Release of Lien for Nuisance Abatement* on property located at FM 517 and 24th St, San Leon, Texas, submitted by County Legal.

*9. Consideration of approving an *Interlocal Agreement Authorizing the Consolidation of Vital Statistic Records* currently located in the office of the County Clerk of Galveston County with Vital Statistic records currently located in the offices of the Galveston County Health District submitted by the County Clerk.

*10. Consider *Accepting a Donation* of a piece of equipment (Minolta, Model RP 607z Micro Film Reader) by South Land Title submitted by the County Clerk.

*11. Consider *Accepting a Donation* from Samson and Bolivar Chamber of Commerce to fund a display of historic markers and a Jane Long Memorial obelisk along Highway 87 submitted by the County Architect.

*12. Consider granting the County Judge authority to sign a contract for *Election Services between the County Elections Division and the City of Texas City including TC I.S.D.* for Galveston County to conduct the City's May 2012 election submitted by the County Clerk.

*13. Consideration of Authorizing the County Judge to sign the *Statement of Award for the FY 2012 Indigent Defense Formula Grant* submitted by the Grants Manager.

*14. Consideration of approval of Fair Housing Activities Statement -- Texas ("FHAST") Form and adoption of Galveston County Fair Housing Plan submitted by the Emergency Management Coordinator.

*15. Consideration of authorizing submission of *FY2012 Emergency Management Performance Grant* and authorizing the County Judge to sign necessary documents submitted by the Emergency Management Coordinator.

*16. Consider authorizing the following *Change Orders to Trade Contracts on the Animal Resource Center* to either return Contingency Allowance balances to the County or add scope of work to renovate the existing facility submitted by the County Architect:

a. Contract B101032 - Lucas Construction Co. Inc. - add scope to the concrete contract to complete new construction and renovations to the existing facility.

b. Contract B101033 - Sullivan Land Services Ltd. - add scope to the landscaping contract to complete new construction and renovations to the existing facility.

c. Contract B101034 - The Anchor Group, Inc. - reduce Contingency balance in the fencing contract to $0.

d. Contract B1010035 - Lowery Masonry LLC - add scope to the masonry contract to complete new construction and renovations to the existing facility.

e. Contract B101036 - Big 4 Steel Services, Ltd. - reduce Contingency balance in the structural steel contract to $0.

f. Contract B101037 - Mitchell Chouke Plumbing Co. - add scope to the millwork contract to complete new construction and renovations to the existing facility.

g. Contract B101038 - John A Walker Roofing Company, Inc - - reduce Contingency balance in the roofing contract to $0.

h. Contract B101039 - Luebe Jones, Inc, dba AVAdek- reduce Contingency balance in the canopy contract to $0.

i. Contract B101040 - JW Kelso Company, Inc. - reduce Contingency balance in the storefront contract to $0.

j. Contract B101041 - JW Kelso Company, Inc. - reduce Contingency balance in the overhead door contract to $0.

k. Contract B101042A - Architectural Surfaces, Inc. - reduce Contingency balance in the plaster contract to $0.

l. Contract B1010043 - Boedeker Construction, Inc. - add scope to the drywall, acoustic ceiling, doors, and carpentry contract to complete new construction and renovations to the existing facility.

m. Contract B1010044 - JW Kelso Company, Inc. - add scope to the epoxy flooring contract to complete new construction and renovations to the existing facility.

n. Contract B101045 - Suretec Insurance Company (Nations Flooring) - reduce

Contingency balance in the flooring contract to $0.

o. Contract B1010046 - Strommen Painting and Enterprises, Inc. - add scope to the painting contract to complete new construction and renovations to the existing facility.

p. Contract B101047 - JW Kelso Company, Inc. - reduce Contingency balance in the miscellaneous specialties contract to $0.

q. Contract B1010048A - Mason Company LLC - add scope to the dog kennel contract to complete new construction and renovations to the existing facility.

r. Contract B101048B - Schroer Mfg. Co. - reduce Contingency balance in the cat kennel contract to $0.

s. Contract B101049 - Mesa Mechanical, Inc. - reduce Contingency balance in the HVAC systems contract to $0.

t. Contract B101050 - Renegade Fire System, LLC - reduce Contingency balance in the fire suppression system contract to $0.

u. Contract B101051 - Mitchell Chouke plumbing Company- reduce the Contingency allowance, Incinerator allowance, dishwasher allowance, and food prep dishwasher allowance balance in the plumbing contract to $0 and add work to complete the renovations to the existing facility.

v. Contract B1010052 - Treadwell Electric Contractors, Inc. - add scope to the electric contract to complete new construction and renovations to the existing facility

w. Contract B101005 - Ardent Construction LLC- add 2 months partial General Conditions for the completion of the renovations to the existing facility.

*17. Consideration of *Cancelling Contract Awarded to Pipe Masters on December 20, 2011 and Awarding Contract to Bob Johnson and Associates, the Lowest Qualified Bidder* submitted by Facilities Manager.

*18. Consideration of execution of a contract between Resolve It, Inc. and the Children's Services Board of Galveston County in the amount of $20,000 over two years to help fund an intervention and support program for at-risk youth, submitted by the Assistant Director of Community Services.

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

a. Printech Maintenance Renewal $ 2,000.00 Software Maintenance for

Printer in Treasures Office

b. SunGard Public Sector Maintenance Renewal $14,154.87 IFAS- IBM Informix

*20. Consideration of requests for approval of *Tax Refunds in excess of $2,500.00* submitted by the Tax Assessor and Collector.

Account Number	**Amount**	**Reason**
0002-0115-0007-000	$2,614.41	Overpayment
1788-0004-0011-000	$4,186.00	Duplicate Payment
1836-0000-0080-000	$2,612.34	Overpayment
1998-0003-0002-000	$3,035.52	Overpayment
1999-0001-0008-000	$2,715.28	Overpayment
3393-0001-0008-000	$9,338.95	Overpayment
3510-0038-2010-000	$3,343.49	Duplicate Payment
3824-0002-0001-000	$3,153.02	Duplicate Payment
4478-0002-0013-000	$6,386.66	Duplicate Payment
4600-0000-0029-004	$12,683.84	Overpayment
4876-0001-0020-000	$3,351.37	Duplicate Payment
4877-0001-0016-000	$3,793.08	Duplicate Payment
4896-0001-0001-000	$18,485.99	Inactive Account
5425-0188-0020-000	$3,464.72	Duplicate Payment
5602-0001-0142-000	$3,199.59	Overpayment
7011-0002-0004-000	$5,022.30	Duplicate Payment
1113-0003-0012-000	$3,251.91	Overpayment
1383-2002-1029-000	$4,148.58	Overpayment
1387-0001-0069-000	$3,315.03	Duplicate
1758-0001-0007-000	$5,190.16	Duplicate
1902-0000-0011-000	$4,204.19	Overpayment
2003-0002-0054-000	$2,763.70	Duplicate
2965-0208-0023-000	$4,299.56	Duplicate
3125-0001-0029-000	$2,869.86	Overpayment
3325-0170-0001-000	$3,998.01	Duplicate
3824-0004-0017-000	$10,271.03	Duplicate
4872-2001-0022-000	$3,155.06	Duplicate
4893-0001-0045-000	$2,758.52	Duplicate
4921-0002-0006-000	$2,715.77	Duplicate
6042-0000-0016-000	$5,353.07	Overpayment
6645-0001-0001-000	$2,795.39	Duplicate
6906-0001-0031-000	$3,241.85	Duplicate
7012-0005-0009-000	$2,711.30	Duplicate
7243-1003-0008-000	$6,016.77	Duplicate
7379-0000-0003-000	$13,328.35	Overpayment
7496-0002-0003-000	$5,371.12	Duplicate
7541-0190-0002-000	$3,847.02	Duplicate

5568-0001-2100-000	$3,955.83	Supplemental Adjustment
5983-0000-0000-000	$2,592.47	Supplemental Adjustment
8600-0461-4942-020	$2,891.24	Supplemental Adjustment

21. Consideration of request for Waiver or Refund of Tax Penalty and Interest submitted by the Tax Assessor and Collector.

    a. Account No.: 3200-0000-0000-002 Robinson & Roznovak

    b. Account No.: 3200-0000-0000-003 Robinson & Roznovak

22. Consideration of Ratifying the 60-day notice of termination of the Agreement with Linebarger, Goggan, Blair and Sampson for Tax Collection Services and renewal of same on the same terms and conditions on a month to month basis submitted by the County Judge.

23. Consideration of approval of the Hitchcock Boat Ramp Concession Agreement between Galveston County and Deleon and Erskins Investments LLC. d/b/a Waters Edge Bait submitted by the Parks & Senior Services Director.

24. Consideration of approval of consent of assignment and amendment to the Transportation Agreement for the Grand Cay Harbour Development submitted by the County Engineer.

25. Consideration of a Professional Engineering Services Agreement with Binkley & Barfield, Inc for the FM 646 project submitted by the County Engineer on behalf of County Commissioner, Pct. 2.

26. Consideration of reduction of the Grand Cay Harbour Subdivision bond no 1014685 dated Nov 8, 2006 issued by Lexon Insurance Company from $3,114,731.00 to $600,000.00 submitted by the County Engineer.

27. Consideration of change order no. 1 to the HUBCO, Inc. contract for the Kemah Street Rehabilitation project submitted by the County Engineer.

28. Consider authorizing the Purchasing Agent to advertise for Construction Manager Agent professional services to complete storm repairs to the Llewellyn Building submitted by the County Architect.

29. Consider the following Change Orders to Trade Contracts on the Mid County Annex submitted by the County Architect:

    a. Contract B101011 - Hugh Patrick Constructors, Inc. - add increased security, time, and general conditions to the Construction Manager Agent contract to complete new construction and renovations to the existing facility.

b. Contract B101074 - Golden West Plastering Co. - add scope to the plaster contract to complete new construction and renovations to the existing facility.

30. Consideration of approving the following contract for service submitted by the Information Technology Department.

a. Net App Maintenance Renewal $52,307.79 Maintenance for Storage Platform

31. Consideration of amending and extending the contract for professional services provided by N.S.D. presented by the County Judge.

32. Consideration of authorizing the utilization of Department of Information Resources (DIR) for IT purchase submitted by the Purchasing Agent.

33. Consideration of authorizing the Purchasing Agent to issue an RFP for Contract Management Services for the I.T. Department submitted by the Purchasing Agent.

34. Consideration to clarify contract terms and conditions on the following RFQ submitted by the Purchasing Agent.

a. RFQ #B061039 On Site Medical Services

35. Consider cancelling and authorize a re-bid on the following Bid and RFP submitted by the Purchasing Agent:

a. Bid #B121013 LaMarque Pump Station Low Flow Pump Rehabilitation

b. RFP #B111044 North County AHU Replacement

36. Consider recommending awarding the following bids submitted by the Purchasing Agent:

a. Bid #B111056 CDBG Round 1 Santa Fe High School Generator

b. Bid #B111057 CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches

c. Bid #B122009 Reinforced Concrete Pipe for Culverts

d. Bid #B122010 Trap Rock

37. Consider recommending an extension on the following bids submitted by the Purchasing Agent:

a. Bid #B112013 Portable Toilet Service for Bolivar Peninsula

b. Bid #B112012 Electrical Parts and Supplies

c. RFP #B101007 Galveston County Housing Construction

d. RFQ #B101008 Galveston County Reconstruction

e. RFP #B102004 Auditing and Related Services for Galveston County

38. Request of authorization to utilize Cooperative Purchasing Programs for the following services submitted by the Purchasing Agent:

a. Janitorial Supplies

b. Debris Management Services

39. Authorize Purchasing Agent to advertise for the following submitted by the Purchasing Agent.

a. Request for Qualification for Coastal Grant Programs & Project Management.

b. CDBG Round 1 Galveston County Justice Center Generator Project.

40. Consideration of Budget Amendments submitted by the Budget Officer.

Fiscal Year	Amendment #	Description
2012	12-026-0124-A	Engineering Department – Request to budget revenue and expenditure for Change Order No. 1 – R W Lucas Construction LLC - Texas City 6th Street Reconstruction Project.

41. Consideration of Renewal of Lease with William Leopold for the CareHere Clinic Located on Galveston Island for one additional year submitted by County Legal.

42. Consideration of Hurricane Ike items:

a. Consideration of authorizing submission of revised performance statement and related documents regarding various Hurricane Ike CDBG infrastructure projects submitted by the Emergency Management Coordinator.

b. Consideration of authorizing the County Judge to execute agreement with Halff & Associates to perform market study related to Hurricane Ike CDBG project to construct wastewater treatment plants in Crystal Beach and High Island submitted by the Emergency Management Coordinator.

c. Consideration of granting the Acting Housing Director, or the Acting Director's designee in the event of his absence, signatory authority on behalf of Galveston County for executing and administering the Tri-Party Agreement between Galveston County, the property owner and the respective Contractor in the Slum & Blight Demolition component of the Galveston County Housing Assistance Program.

d. Consideration of 1st Amendment to Memorandum of Eligibility with each of the five approved Contractors participating in the Slum & Blight Demolition component of the Galveston County Housing Assistance Program.

e. Update on the housing program presented by the Acting Housing Director.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Discuss the use of the surplus ACS building presented by Commissioner Precinct 1.

2. Refinancing of the FM 646 Pass Through Toll and Limited Tax Bonds Series 2007 submitted by Director of Finance.

3. Update 2012 Bolivar Parking sticker Program presented by Dennis Harris.

4. Discussion regarding Jones Bay Boat Ramp presented by Dennis Harris.

AGENDA ITEM #4

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I.T Systems
LaToya Jordan

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

January 17, 2012

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 1/17/2012 and 1/24/2012

Order for Payroll period ending 1/18/12 Bi-Weekly #2

Reports for cash count performed on 11/18/11 for Constable, Precinct 1
Reports for cash count performed on 1/6/12 for the Community Supervision and Corrections Department

AGENDA ITEM #4a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/17/2012

Invoice Number	Account Info		Amount
FUND: 1101	**General Fund**		
Warrant #: VW 00000337		**Payee Name: BOB PAGAN FORD INC**	
230658	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,148 00
		Warrant Total:	**1,148.00**
Warrant #: VW 00000339		**Payee Name: LONE STAR UNIFORMS INC**	
235316	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	90 00
235685	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	532 50
235686	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,266 50
235688	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	540 00
235689	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	392 00
235690	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	847 90
		Warrant Total:	**3,668.90**
Warrant #: VW 00351744		**Payee Name: ABL MANAGEMENT INC**	
183298	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	17,644 13
		Warrant Total:	**17,644.13**
Warrant #: VW 00351745		**Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL**	
3388057	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	350 00
3388061	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67
3388481	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	46,055 36
		Warrant Total:	**47,526.03**
Warrant #: VW 00351748		**Payee Name: ALAMO TITLE COMPANY**	
839636	1101000010 - 4414012	General Government - County Clerk Refund of Fees	120 00
		Warrant Total:	**120.00**
Warrant #: VW 00351751		**Payee Name: AMERIWASTE OF TEXAS LLC**	
50712	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	74 53
50738	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	167 75
50799	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	167 75
50854	1101522020 - 5481000	Parks Department - Contract Service	346 47
50885	1101522020 - 5481000	Parks Department - Contract Service	346 47
		Warrant Total:	**1,102.97**
Warrant #: VW 00351753		**Payee Name: ASSOCIATED CREDIT UNION OF TEXAS**	
839582	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00351767		**Payee Name: BEIRNE MAYNARD & PARSONS LLP**	
239638	1101110000 - 5481000	General Government - Contract Service	62,105 95
		Warrant Total:	**62,105.95**
Warrant #: VW 00351772		**Payee Name: BOORSTEIN, BARRY**	
JAIL DKT 122111	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00351773		**Payee Name: BRIGGS, LYNETTE**	
11CR1799 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/17/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00351774	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL28004	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	137.52
		Warrant Total:	**137.52**
Warrant #: VW 00351775	**Payee Name: BROWN, WENDY**		
DEC 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	195 92
		Warrant Total:	**195.92**
Warrant #: VW 00351777	**Payee Name: BUTLER, HAILEY**		
10CV0478	1101000000 - 2291104	General Fund - DC-Refunds of Fees	1 50
		Warrant Total:	**1.50**
Warrant #: VW 00351779	**Payee Name: C JOHNNY ON THE SPOT INC**		
1582	1101610200 - 5481000	County Extension - Contract Service	60 00
1584	1101610200 - 5481000	County Extension - Contract Service	100 00
1596	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	120 00
1597	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1598	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1599	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	120 00
1600	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1601	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1602	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1603	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1604	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1605	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1606	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1607	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	60 00
1608	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	50 00
1609	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	50 00
1610	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
1611	1101522020 - 5426181	Parks Department - Rental Porta Cans	180 00
		Warrant Total:	**1,360.00**
Warrant #: VW 00351782	**Payee Name: CDW GOVERNMENT INC**		
C899870	1101126100 - 5310000	District Clerk - Supplies and Materials	183 47
		Warrant Total:	**183.47**
Warrant #: VW 00351783	**Payee Name: CENTER FOR SCIENCE IN THE PUBLIC**		
68140680	1101610200 - 5310000	County Extension - Supplies and Materials	20 00
		Warrant Total:	**20.00**
Warrant #: VW 00351795	**Payee Name: COASTAL SURVEYING OF TEXAS**		
839106	1101000010 - 4414012	General Government - County Clerk Refund of Fees	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00351796	**Payee Name: COOK, DAVID**		
31679 010612	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00351800	**Payee Name: DAHLENBURG, MICHAEL L**		
11JV0322 010412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/17/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**130.00**
Warrant #: VW 00351804	**Payee Name: DIAZ, DEBBIE**		
DEC 2011 MLG	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	189 26
		Warrant Total:	**189.26**
Warrant #: VW 00351806	**Payee Name: DICKEY, TAMYRA**		
DEC 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	57 17
		Warrant Total:	**57.17**
Warrant #: VW 00351807	**Payee Name: DUCOTE, JEREMY B**		
11CR1211 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50
		Warrant Total:	**422.50**
Warrant #: VW 00351816	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
183565	1101211132 - 5496153	M H M R -Sheriff - In-State Transport	15 26
329435	1101211121 - 5496100	Sheriff-Criminal Investigation - Travel	9 00
		Warrant Total:	**24.26**
Warrant #: VW 00351818	**Payee Name: GILLMAN, MICHAEL DAVID**		
11CR2251 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
318259 010512	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	211 25
		Warrant Total:	**763.75**
Warrant #: VW 00351824	**Payee Name: GULF COAST COMPLETE MARINE SERVICE INC**		
927	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	300.00
		Warrant Total:	**300.00**
Warrant #: VW 00351827	**Payee Name: HARRIS, CLARENCE**		
500321792	1101000000 - 4462010	General Fund - Soc Serv Guardianship PC Sec665	702 85
		Warrant Total:	**702.85**
Warrant #: VW 00351832	**Payee Name: IESI TX CORP ENVIRO TEX**		
1500264485	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	98 95
		Warrant Total:	**98.95**
Warrant #: VW 00351840	**Payee Name: JONES LAW FIRM**		
11CR1745 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	494 00
11CR2640 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total:	**1,046.50**
Warrant #: VW 00351842	**Payee Name: KAFI LAW**		
311733 121511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	110 50
		Warrant Total:	**110.50**
Warrant #: VW 00351845	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1852	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,799 92
BAL	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	9 00
		Warrant Total:	**1,808.92**
Warrant #: VW 00351849	**Payee Name: LANSDOWNE MOODY CO LP**		
IW67677	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	81 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/17/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**81.00**
Warrant #: VW 00351850	**Payee Name: LAW OFFICE OF LANELLE O'CONNELL**		
317108 010412	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00351851	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
181896	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	67 75
181911	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	45.27
181925	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	29 95
181943	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	35 64
181944	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 75
181957	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 75
181958	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
181961	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	199 21
181965	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
181973	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	123 76
181983	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
		Warrant Total:	**755 00**
Warrant #: VW 00351858	**Payee Name: MATHESON TRI-GAS INC**		
03818281	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	235 80
03818283	1101522020 - 5310000	Parks Department - Supplies and Materials	65 12
		Warrant Total:	**300.92**
Warrant #: VW 00351860	**Payee Name: MCQUAGE PC, THOMAS W**		
TO 123111 DCTM	1101000000 - 2460023	General Fund - District Clerk Tax Master	4,883 49
		Warrant Total:	**4,883.49**
Warrant #: VW 00351864	**Payee Name: MICHAEL, CHARLES J.**		
20118210CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00351867	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
64837	1101522020 - 5312101	Parks Department - Uniform Expense	6 00
66673	1101522020 - 5312101	Parks Department - Uniform Expense	9 46
		Warrant Total:	**15.46**
Warrant #: VW 00351870	**Payee Name: MURRAY, JASON**		
11/4-12/14 COST	1101000000 - 2291012	General Fund - Due to District Clerk	3,211 45
		Warrant Total:	**3,211.45**
Warrant #: VW 00351881	**Payee Name: PRECISION DYNAMICS CORP**		
874232	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	282 16
		Warrant Total:	**282.16**
Warrant #: VW 00351883	**Payee Name: RADCLIFFE, BARRY KIERAN**		
07FD2688	1101000000 - 2291104	General Fund - DC-Refunds of Fees	8 50
		Warrant Total:	**8.50**
Warrant #: VW 00351885	**Payee Name: RIOS, ROBIN A**		
010512 CRT RPTR	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	253 28

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Invoice Number	Account Info		Amount
		Warrant Total:	**253.28**
Warrant #: VW 00351889	**Payee Name: RUSSELL, GREG**		
11CR3282 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00351891	**Payee Name: SANTA FE AUTO PARTS INC**		
77492	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	114 12
		Warrant Total:	**114.12**
Warrant #: VW 00351893	**Payee Name: SCHWAB, TAYLOR**		
02CR2237 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
		Warrant Total:	**474.50**
Warrant #: VW 00351894	**Payee Name: SEASIDE ENTERPRISES INC**		
193230	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	135 80
193318	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	51 58
		Warrant Total:	**187.38**
Warrant #: VW 00351896	**Payee Name: SMITH, JAMES DENNIS**		
11CR3335 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00351901	**Payee Name: STEVE'S WAREHOUSE TIRES**		
252	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
255	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
257	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
		Warrant Total:	**43.00**
Warrant #: VW 00351903	**Payee Name: SUN COAST RESOURCES INC**		
91146267	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	1,671 16
91151920	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,030 56
91152405	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	611 41
		Warrant Total:	**5,313.13**
Warrant #: VW 00351906	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
11CR3360 010412	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
		Warrant Total:	**1,200.00**
Warrant #: VW 00351908	**Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**		
7/26-27/12 JAMES	1101123300 - 5495100	Justice Court Pct #3 - Education	50 00
8/9-10/12 JAMES	1101123300 - 5495100	Justice Court Pct #3 - Education	50 00
		Warrant Total:	**100.00**
Warrant #: VW 00351910	**Payee Name: TRAVIS COUNTY**		
FY11 AO STAT PRB	1101122300 - 5431111	Probate Court - Sullivan - Statutory Probate Court Exp	1,827 44
		Warrant Total:	**1,827.44**
Warrant #: VW 00351911	**Payee Name: TREASURE ISLAND TROPHIES**		
46069	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,000 00
		Warrant Total:	**1,000.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00351913	**Payee Name: UNITED PARCEL SERVICE**		
0000135W65531	1101159100 - 5481000	Information Technology - Contract Service	16 32
		Warrant Total:	**16.32**
Warrant #: VW 00351914	**Payee Name: USA MOBILITY WIRELESS INC**		
V7977749A	1101159100 - 5492321	Information Technology - Pager Service	176 38
		Warrant Total:	**176.38**
Warrant #: VW 00351917	**Payee Name: WALMART**		
02683	1101610200 - 5310000	County Extension - Supplies and Materials	15 94
02959	1101610200 - 5310000	County Extension - Supplies and Materials	85 80
04842	1101610200 - 5310000	County Extension - Supplies and Materials	30 94
		Warrant Total:	**132.68**
Warrant #: VW 00351918	**Payee Name: WASTE MANAGEMENT INC**		
164867917910	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	4,095 28
465265617915	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	93 44
465265917919	1101522020 - 5481000	Parks Department - Contract Service	159 20
465266017917	1101522020 - 5481000	Parks Department - Contract Service	93 88
465266117915	1101522020 - 5481000	Parks Department - Contract Service	102 76
465266217913	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	67 19
465266317911	1101522020 - 5481000	Parks Department - Contract Service	64 88
465266517916	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	102 50
465266617914	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,197 73
465266717912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,050 07
465266817910	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	665 72
465266917918	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	162 98
		Warrant Total:	**7,855.63**
Warrant #: VW 00351919	**Payee Name: WEST PUBLISHING CORPORATION**		
824074138	1101151800 - 5310000	Purchasing Agent - Supplies and Materials	105 00
		Warrant Total:	**105 00**
Warrant #: VW 00351920	**Payee Name: WILLIAMS, MELISSA**		
DEC 2011 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	154 00
		Warrant Total:	**154.00**
Warrant #: VW 00351921	**Payee Name: WILSON, LARRY**		
11FD2785	1101000000 - 2291104	General Fund - DC-Refunds of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00351922	**Payee Name: WINDSHIELD DOCTOR**		
7586	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	29 00
		Warrant Total:	**29.00**
		FUND 1101 TOTAL:	**171,543.89**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00351757	**Payee Name: BANE, JANIS**		
REG 12/1-2/11	2220255100 - 5495112	Adult Probation - Training	135 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**135.00**
Warrant #: VW 00351797	**Payee Name: CORRECTIONS SOFTWARE CORPORATION**		
25291	2220255101 - 5419301	Adult Probation - Computer Services	4,378 00
		Warrant Total:	**4,378.00**
Warrant #: VW 00351805	**Payee Name: DICKEY, ROCHELL**		
DEC 2011 MLG	2220255100 - 5496100	Adult Probation - Travel	113 73
		Warrant Total:	**113.73**
Warrant #: VW 00351809	**Payee Name: EAGLIN, JOSEPH**		
DEC 2011 MLG	2220255100 - 5496100	Adult Probation - Travel	146 37
		Warrant Total:	**146.37**
Warrant #: VW 00351811	**Payee Name: FULLEN, SANDRA JOHNSON**		
07CR3473 RMB	2220255100 - 4342201	Adult Probation - Prgm Rv-Prob Supervisory Fees	1,120 00
		Warrant Total:	**1,120.00**
Warrant #. VW 00351823	**Payee Name: GT DISTRIBUTORS INC**		
INV0381430	2220255100 - 5310000	Adult Probation - Supplies and Materials	30 90
		Warrant Total:	**30.90**
Warrant #: VW 00351828	**Payee Name: HENDERSON, ANTHONY**		
DEC 2011 MLG	2220255100 - 5496100	Adult Probation - Travel	221 85
		Warrant Total:	**221.85**
Warrant #: VW 00351841	**Payee Name: JONES, CHARLOTTE**		
DEC 2011 MLG	2220255100 - 5496100	Adult Probation - Travel	147 90
		Warrant Total:	**147.90**
Warrant #: VW 00351859	**Payee Name: MCNAIR, COREY**		
DEC 2011 MLG	2220255100 - 5496100	Adult Probation - Travel	116 28
		Warrant Total:	**116.28**
		FUND 2220 TOTAL:	**6,410.03**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00351744	**Payee Name: ABL MANAGEMENT INC**		
188325	2230256118 - 5481199	Detention - Food Service Contract	1,682.25
188325	2230256119 - 5481199	Post Program - Food Service Contract	592 95
188326	2230256118 - 5314301	Detention - Kitchen Supplies	58 86
188326	2230256118 - 5481199	Detention - Food Service Contract	2,010 77
188326	2230256119 - 5481199	Post Program - Food Service Contract	562 45
188326	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	102 39
		Warrant Total:	**5,009.67**
Warrant #: VW 00351770	**Payee Name: BOB BARKER CO INC**		
WEB000200328	2230256118 - 5313100	Detention - Cleaning & Household Supplies	429 60
		Warrant Total:	**429.60**

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Invoice Number	Account Info		Amount
Warrant #: VW 00351802	**Payee Name: DAVISON, AMRI**		
12/27/11-1/6/12	2230256130 - 5431121	Court - Court Reporter Expense	1,139 76
		Warrant Total:	**1,139.76**
Warrant #: VW 00351810	**Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**		
JAN 2012 COUNSEL	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	1,200 00
JAN 2012 OFFEND	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	9,916 00
		Warrant Total:	**11,116.00**
Warrant #: VW 00351814	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
2425	2230256100 - 5499350	Juvenile Justice - Reimb for Crt Ord Birth Certif	23 00
		Warrant Total:	**23.00**
Warrant #: VW 00351817	**Payee Name: GAVION, BRIAN**		
DEC 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	26 09
		Warrant Total:	**26.09**
Warrant #: VW 00351834	**Payee Name: INTERVENTION RESOURCES**		
DEC 2011	2230256100 - 5412114	Juvenile Justice - Psychological Evaluations/Cert	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00351851	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
182045	2230256105 - 5423110	Juv Justice - Administration - Auto Maintenance	48 00
182051	2230256105 - 5423110	Juv Justice - Administration - Auto Maintenance	48.00
		Warrant Total:	**96.00**
Warrant #: VW 00351874	**Payee Name: NORRIS, BRENT T**		
01/05-6/12 TRVL	2230256105 - 5496100	Juv Justice - Administration - Travel	36 00
01/05-6/12 TRVL	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	216 45
		Warrant Total:	**252.45**
		FUND 2230 TOTAL:	**18,442.57**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00351816	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
2012 JAN DRAW	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	900 00
329434	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
		Warrant Total:	**1,200.00**
		FUND 2242 TOTAL:	**1,200.00**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00351765	**Payee Name: BAYGAS INC**		
9451	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	73 32
		Warrant Total:	**73.32**
Warrant #: VW 00351774	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL28188	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	114 74

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Invoice Number	Account Info		Amount
IL28199	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	286 92
IL28236	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	277 29
		Warrant Total:	**678.95**
Warrant #: VW 00351780	**Payee Name: CALICO WELDING SUPPLY CO**		
RL72650	2301312110 - 5481000	Administration - Contract Service	156 00
		Warrant Total:	**156.00**
Warrant #: VW 00351784	**Payee Name: CENTURY ASPHALT LTD**		
153406	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	1,965 02
153881	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	10,125 80
153882	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	760 72
153955	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	16,169 93
		Warrant Total:	**29,021.47**
Warrant #: VW 00351812	**Payee Name: G & K SERVICES**		
1030765193	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	160 13
		Warrant Total:	**160.13**
Warrant #: VW 00351835	**Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO**		
23697	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	88.98
		Warrant Total:	**88.98**
Warrant #: VW 00351851	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
181903	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**14.50**
Warrant #: VW 00351871	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3116765	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1 22
PART3116766	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	105 63
		Warrant Total:	**106.85**
Warrant #: VW 00351888	**Payee Name: ROMCO INC**		
11044432	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	258 14
		Warrant Total:	**258.14**
Warrant #: VW 00351894	**Payee Name: SEASIDE ENTERPRISES INC**		
193099	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	27 43
		Warrant Total:	**27.43**
Warrant #: VW 00351897	**Payee Name: SOUTHWEST T & I INC**		
1946198	2301312110 - 5481000	Administration - Contract Service	223 30
		Warrant Total:	**223.30**
Warrant #: VW 00351903	**Payee Name: SUN COAST RESOURCES INC**		
91147471	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	7,919 99
		Warrant Total:	**7,919.99**
Warrant #: VW 00351918	**Payee Name: WASTE MANAGEMENT INC**		
465266417919	2301312110 - 5481000	Administration - Contract Service	159 59
		Warrant Total:	**159.59**

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Invoice Number	Account Info		Amount
		FUND 2301 TOTAL:	**38,888.65**

FUND: 2370 Flood Control Fund

Warrant #: VW 00351769	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000483297	2370296121 - 5481000	Seawall Maintenance - Contract Service	1 02
		Warrant Total:	**1.02**
Warrant #: VW 00351779	**Payee Name: C JOHNNY ON THE SPOT INC**		
1583	2370296121 - 5481000	Seawall Maintenance - Contract Service	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00351794	**Payee Name: CMC STEEL FABRICATORS INC**		
421676	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	27 05
		Warrant Total:	**27.05**
Warrant #: VW 00351830	**Payee Name: HOLES INC**		
00104101	2370296121 - 5425801	Seawall Maintenance - Galv Seawall Sidewalk Maint	432 00
		Warrant Total:	**432.00**
Warrant #: VW 00351837	**Payee Name: JMB TIRE AND APPLIANCE CO**		
046895	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	308 16
		Warrant Total:	**308.16**
Warrant #: VW 00351871	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3106792	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	1,048 55
PART3106793	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	774 46
PART3107483	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	863 00
		Warrant Total:	**2,686.01**
Warrant #: VW 00351872	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3107482	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	691 18
		Warrant Total:	**691.18**
Warrant #: VW 00351895	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
99024	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	396 90
		Warrant Total:	**396.90**
Warrant #: VW 00351900	**Payee Name: STANDARD STEEL SUPPLY INC**		
520119	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	757 75
		Warrant Total:	**757.75**
Warrant #: VW 00351903	**Payee Name: SUN COAST RESOURCES INC**		
91147722	2370296121 - 5322010	Seawall Maintenance - Auto Fuel Expense	2,300 99
		Warrant Total:	**2,300.99**
		FUND 2370 TOTAL:	**7,701.06**

FUND: 2410 Mosquito Control District Fund

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Invoice Number	Account Info		Amount
Warrant #: VW 00351747	**Payee Name: ADAPCO INC**		
87284	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	641 87
		Warrant Total:	**641.87**
Warrant #: VW 00351754	**Payee Name: AUTOZONE INC**		
157958256104	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	22 99
		Warrant Total:	**22.99**
Warrant #: VW 00351780	**Payee Name: CALICO WELDING SUPPLY CO**		
010512 SRVC	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	133 50
		Warrant Total:	**133.50**
Warrant #: VW 00351786	**Payee Name: CITY OF GALVESTON**		
ARI1200018	2410411100 - 5426251	Mosquito Control District - Rental Storage Facility	360 29
		Warrant Total:	**360.29**
Warrant #: VW 00351813	**Payee Name: GALVESTON BATTERY AND ELECTRIC INC**		
56936	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	74 50
		Warrant Total:	**74.50**
Warrant #: VW 00351831	**Payee Name: HOME DEPOT**		
2060384	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	95 66
		Warrant Total:	**95.66**
Warrant #: VW 00351903	**Payee Name: SUN COAST RESOURCES INC**		
91146341	2410411100 - 5322010	Mosquito Control District - Auto Fuel Expense	4,052.65
		Warrant Total:	**4,052.65**
		FUND 2410 TOTAL:	**5,381.46**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00351746	**Payee Name: ACHARYA MD PA,SID**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	41 96
		Warrant Total:	**41.96**
Warrant #: VW 00351750	**Payee Name: AMERICAN RADIOLOGY CONSULTANTS PLLC**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	52 13
		Warrant Total:	**52.13**
Warrant #: VW 00351752	**Payee Name: ARGOS IOM SERVICES LP**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	627 10
		Warrant Total:	**627.10**
Warrant #: VW 00351756	**Payee Name: BAHEC LLC**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	379 08
		Warrant Total:	**379.08**
Warrant #: VW 00351758	**Payee Name: BARRIER REEF EMERGENCY PHYSICIANS**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	475 54

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Invoice Number	Account Info		Amount
		Warrant Total:	**475 54**
Warrant #: VW 00351759	**Payee Name: BAY AREA ANESTHESIA SERVICES PA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	433 24
		Warrant Total:	**433.24**
Warrant #: VW 00351760	**Payee Name: BAY AREA ANESTHESIA SERVICES PA**		
DEC 2011 CAMP	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	108 31
		Warrant Total:	**108.31**
Warrant #: VW 00351761	**Payee Name: BAY AREA HOUSTON ENDOSCOPY LP**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	6,727 61
		Warrant Total:	**6,727.61**
Warrant #: VW 00351762	**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**		
DEC 2011 WARNEKE	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	192 71
		Warrant Total.	**192.71**
Warrant #: VW 00351763	**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**		
DEC 2011 MARCUM	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	202 62
		Warrant Total:	**202.62**
Warrant #: VW 00351764	**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**		
DEC 2011 ZAMIL	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	425 23
		Warrant Total:	**425.23**
Warrant #: VW 00351766	**Payee Name: BEELER MANSKE CLINIC LLP**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	781 42
		Warrant Total:	**781.42**
Warrant #: VW 00351771	**Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**		
DEC 2011 #2	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	8,980 00
		Warrant Total:	**8,980.00**
Warrant #: VW 00351785	**Payee Name: CHANG MD PA, BILL K**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	189 87
		Warrant Total:	**189.87**
Warrant #: VW 00351789	**Payee Name: CLARIENT DIAGNOSTIC SERVICES INC.**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	896 53
		Warrant Total:	**896.53**
Warrant #: VW 00351792	**Payee Name: CLEAR LAKE SURGICARE LTD**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00351793	**Payee Name: CLINICAL PATHOLOGY LABORATORIES INC**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	276 58
		Warrant Total:	**276.58**
Warrant #: VW 00351801	**Payee Name: DAVID HAMER MD PA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	26 09

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Invoice Number	Account Info		Amount
		Warrant Total:	**26.09**
Warrant #: VW 00351819	**Payee Name: GODINICH MD PA, MARY JO**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	221 33
		Warrant Total:	**221.33**
Warrant #: VW 00351821	**Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,465 34
		Warrant Total:	**2,465.34**
Warrant #: VW 00351822	**Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**		
DEC 2011 DRESSEL	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	153 39
		Warrant Total:	**153.39**
Warrant #: VW 00351826	**Payee Name: HARRIS EMERGENCY MEDICINE ASSOCIATES**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	197 96
		Warrant Total:	**197.96**
Warrant #: VW 00351833	**Payee Name: INPATIENT CONSULTANTS OF TEXAS PLLC**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,103 19
		Warrant Total:	**1,103.19**
Warrant #: VW 00351844	**Payee Name: KEY ACCESS INSTITUTE LLC**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	111 20
		Warrant Total:	**111.20**
Warrant #: VW 00351847	**Payee Name: KOCUREK MD, ALBERT T**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	166 35
		Warrant Total:	**166.35**
Warrant #: VW 00351848	**Payee Name: LABORATORY CORPORATION OF AMERICA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	103 65
		Warrant Total:	**103.65**
Warrant #: VW 00351854	**Payee Name: MAINLAND INFECTIOUS DISEASE ASSOC PA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	549 63
		Warrant Total:	**549.63**
Warrant #: VW 00351855	**Payee Name: MAINLAND PATHOLOGY ASSOCIATES PA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	214 17
		Warrant Total:	**214 17**
Warrant #: VW 00351856	**Payee Name: MAINLAND PULMONARY ASSOCIATES**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	417 27
		Warrant Total:	**417.27**
Warrant #: VW 00351857	**Payee Name: MAINLAND RADIOLOGICAL ASSOCIATION**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,046 24
		Warrant Total:	**1,046.24**
Warrant #: VW 00351861	**Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	21,585 68

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Invoice Number	Account Info		Amount
		Warrant Total:	**21,585.68**
Warrant #: VW 00351862	**Payee Name: MEMORIAL PATHOLOGY CONSULTANTS PA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	321 04
		Warrant Total:	**321.04**
Warrant #: VW 00351863	**Payee Name: MEMORIAL RADIOLOGY ASSOCIATES INC**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	248 33
		Warrant Total:	**248 33**
Warrant #: VW 00351865	**Payee Name: MJ BABA MD PA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	158 01
		Warrant Total:	**158.01**
Warrant #: VW 00351876	**Payee Name: ORTHOPEDIC CLINIC OF GALVESTON COUNTY**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,905 03
		Warrant Total:	**2,905.03**
Warrant #: VW 00351878	**Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,317 76
		Warrant Total:	**1,317.76**
Warrant #: VW 00351882	**Payee Name: QUEST DIAGNOSTICS CLINICAL**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,240 97
		Warrant Total:	**1,240.97**
Warrant #: VW 00351884	**Payee Name: RAHIM MD PA, ENAYET**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	233 02
		Warrant Total:	**233.02**
Warrant #: VW 00351898	**Payee Name: SPACE CITY ANESTHESIA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,028 94
		Warrant Total:	**1,028.94**
Warrant #: VW 00351899	**Payee Name: ST JOSEPH DERMATOPATHOLOGY PA**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	78 85
		Warrant Total:	**78.85**
Warrant #: VW 00351907	**Payee Name: TEXAS ONCOLOGY**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	293 58
		Warrant Total:	**293.58**
Warrant #: VW 00351909	**Payee Name: TITUS HARRIS CLINIC A PROFESSIONAL**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	117 74
		Warrant Total:	**117.74**
Warrant #: VW 00351912	**Payee Name: TSA - TEXAS SURGICAL ASSOCIATES**		
DEC 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,257 17
		Warrant Total:	**2,257.17**
Warrant #: VW 00351915	**Payee Name: UTMB**		
DEC 2011 INDG	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	32,486 68

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Invoice Number	Account Info		Amount
		Warrant Total:	**32,486.68**
Warrant #: VW 00351916	**Payee Name: UTMB**		
DEC 2011 FGP	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,305 95
		Warrant Total.	**2,305.95**
		FUND 2420 TOTAL:	**94,294.49**

FUND: 2824 Adult Probation Community

Warrant #: VW 00351799	**Payee Name: D'AMBRA, LINDA**		
DEC 2011 MLG	2824255110 - 5496301	Special Substance Abuse - Auto Mileage	111 18
		Warrant Total:	**111.18**
Warrant #: VW 00351820	**Payee Name: GRANGER, ROSSLYN N**		
NOV 2011 SRVC	2824255136 - 5481000	Sex Offender Supervision - Contract Service	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00351846	**Payee Name: KLYNG, KERRY**		
DEC 2011 MLG	2824255136 - 5496301	Sex Offender Supervision - Auto Mileage	115 26
		Warrant Total:	**115.26**
Warrant #: VW 00351875	**Payee Name: ORDAZ, WILLIAM**		
DEC 2011 MLG	2824255136 - 5496301	Sex Offender Supervision - Auto Mileage	213 69
		Warrant Total:	**213.69**
		FUND 2824 TOTAL:	**830.13**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00351808	**Payee Name: DUNAWAY, LORI MA LPC-S LMFT**		
DEC 2011	2841256110 - 5436107	State Aid Grant A - Outpatient Counseling	720 00
		Warrant Total:	**720.00**
Warrant #: VW 00351825	**Payee Name: GULF COAST TRADES CENTER**		
5408	2841256110 - 5441101	State Aid Grant A - Residential Services	3,633 82
		Warrant Total:	**3,633.82**
		FUND 2841 TOTAL:	**4,353.82**

FUND: 2892 State Homeland Security Grant

Warrant #: VW 00351866	**Payee Name: MOTOROLA SOLUTIONS INC**		
13876533	2892291119 - 5310000	2010 CCP Grant - Supplies and Materials	5,645 85
		Warrant Total:	**5,645.85**
		FUND 2892 TOTAL:	**5,645.85**

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Invoice Number	Account Info		Amount

FUND: 2893 HMGP - IKE

Warrant #: VW 00351877 **Payee Name: PAT'S**

10215	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	17,220 00
10216	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	27,000 00
10217	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	20,700 00
10218	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	34,600 00
10219	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	31,500 00
10220	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	9,500 00
10221	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	9,850 00
10222	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	2,500 00
10223	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	46,100 00
		Warrant Total:	**198,970.00**

FUND 2893 TOTAL: 198,970.00

FUND: 2914 CDBG Housing Program

Warrant #: VW 00000338 **Payee Name: DSW HOMES LLC**

112844	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,485 52
112844	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	44,855 20
112937	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,672 85
112937	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,728 53
212858	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,299 85
212858	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	42,998 53
312338	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,021 66
312338	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	50,216 63
312404	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,027 04
312404	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,270 39
CO12113	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-186 00
CO12113	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	1,860 00
		Warrant Total:	**195,236.36**

Warrant #: VW 00351749 **Payee Name: AMERICAN HOMESTAR CORPORATION**

1070	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-8,833 65
1070	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	88,336 50
		Warrant Total:	**79,502.85**

Warrant #: VW 00351755 **Payee Name: B&MS CONSTRUCTION INC**

BMSHCGC15	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,816 98
BMSHCGC15	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	58,169 85
		Warrant Total:	**52,352.87**

Warrant #: VW 00351776 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

1096833	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,684 99
1096833	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,849 93
1191033	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,552 67
1191033	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,526 65
1284633	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,078 53
1284633	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,785 27
		Warrant Total:	**101,845.66**

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Invoice Number	Account Info		Amount
Warrant #: VW 00351778	**Payee Name: BYRDSON SERVICES LLC**		
35722	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-1,208 85
35722	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	12,088 47
		Warrant Total:	**10,879.62**
Warrant #: VW 00351904	**Payee Name: TEGRITY HOMES, LLC**		
10737 FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,459 61
10737 FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,596 09
12367 FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,532 68
12367 FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,326 81
12491 FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,479 14
12491 FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,791 41
12714 FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,377 47
12714 FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,774 69
1278566	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,715 81
1278566	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,158 08
		Warrant Total:	**158,082.37**
		FUND 2914 TOTAL:	**597,899.73**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00351798	**Payee Name: CROWDER GULF JOINT VENTURE INC**		
BOL0505090020R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-4,718 50
BOL0505090020R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	47,185 00
BOLPPDR120564R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-618 24
BOLPPDR120564R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	6,182 40
BOLPPDRE20267A	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-5 00
BOLPPDRE20267A	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	50 00
BOLPPDRE20561R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-1,430 12
BOLPPDRE20561R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	14,301 20
BOLPPDRE20562	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-1,646 19
BOLPPDRE20562	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	16,461 90
BOLPPDRE20565	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-394 31
BOLPPDRE20565	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,943 10
BOLPPDRE20566	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-129 92
BOLPPDRE20566	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,299 20
BOLPPDRE20617	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-403 13
BOLPPDRE20617	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	4,031 30
BOLPPDRE20618	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-541 17
BOLPPDRE20618	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	5,411 70
BOLPPDRE20634	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-74 34
BOLPPDRE20634	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	743 40
BOLPPDRE20813	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-20 56
BOLPPDRE20813	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	205 63
BOLPPDRE20816	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-25 55
BOLPPDRE20816	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	255 50
BOLPPDRE20830	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-271 98
BOLPPDRE20830	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,719 75
GAL0606090024R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-2,314 00
GAL0606090024R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	23,140 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**113,337.07**
		FUND 2994 TOTAL:	**113,337.07**

FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

Warrant #: VW 00351781 **Payee Name: CAREHERE LLC**

6841	6123155021 - 5417208	Group Insurance - CareHere Supplemental Fee	16,642 20
6842	6123155021 - 5417208	Group Insurance - CareHere Supplemental Fee	25,673 76
6926	6123155021 - 5417207	Group Insurance - CareHere Program Fee	23,220 00
		Warrant Total:	**65,535.96**
		FUND 6123 TOTAL:	**65,535.96**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00351836 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

928 112811	6130151431 - 5491725	General Self Insurance - Insurance Property	13,500 00
		Warrant Total:	**13,500.00**

Warrant #: VW 00351890 **Payee Name: RUST EWING WATT & HANEY INC**

CC 02/12-02/13	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	10,715 51
DC 01/12-01/13	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	7,182 14
		Warrant Total:	**17,897.65**
		FUND 6130 TOTAL:	**31,397.65**

FUND: 7601 Payroll Fund

Warrant #: VW 00351838 **Payee Name: JOHNSON, CHERYL**

SHORTAGE CA DRWR	7601000000 - 2302002	Payroll Fund - Cnty of Galveston	118 77
		Warrant Total:	**118.77**
		FUND 7601 TOTAL:	**118.77**

FUND: 7605 Escrow Fund

Warrant #: VW 00351768 **Payee Name: BETTISON DOYLE APFFEL & GUARINO PC**

SHRF SL 120611	7605000000 - 2495844	Escrow Fund - TX SL 10TX0398	500 00
SHRF SL 120611	7605000000 - 2495847	Escrow Fund - TX SL 10TX0723	500 00
		Warrant Total:	**1,000.00**

Warrant #: VW 00351787 **Payee Name: CITY OF GALVESTON**

SHRFF SL 120611	7605000000 - 2495846	Escrow Fund - TX SL 10TX0642	290 33
		Warrant Total:	**290.33**

Warrant #: VW 00351788 **Payee Name: CITY OF LEAGUE CITY**

SHRFF SL 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108	460 54
SHRFF SL 120611	7605000000 - 2495843	Escrow Fund - TX SL 10TX0175	1,340 54

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,801.08**
Warrant #: VW 00351790	**Payee Name: CLEAR CREEK INDEPENDENT SCHOOL**		
SHRFF SL 120611	7605000000 - 2495846	Escrow Fund - TX SL 10TX0642	1,787 01
		Warrant Total:	**1,787.01**
Warrant #: VW 00351791	**Payee Name: CLEAR CREEK INDEPENDENT SCHOOL**		
SHRFF SL 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108	56,555 68
		Warrant Total:	**56,555.68**
Warrant #: VW 00351803	**Payee Name: DEATHERAGE, TODD W**		
SHRFF SL 120611	7605000000 - 2495846	Escrow Fund - TX SL 10TX0642	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00351815	**Payee Name: GALVESTON COUNTY MUD #29**		
SHRFF SL 120611	7605000000 - 2495840	Escrow Fund - TX SL 10TX0029	547 48
		Warrant Total:	**547.48**
Warrant #: VW 00351829	**Payee Name: HINDMAN, MARGARET**		
SHRFF SL 010312	7605000000 - 2495853	Escrow Fund - TX SL 09TX0101	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00351838	**Payee Name: JOHNSON, CHERYL**		
SHRF RESL 04/11	7605000000 - 2490679	Escrow Fund - Rsale PR 09TX0286	2,878 10
SHRFF SL 010312	7605000000 - 2495851	Escrow Fund - TX SL 06TX0137	1,187 00
SHRFF SL 010312	7605000000 - 2495853	Escrow Fund - TX SL 09TX0101	12,150 50
SHRFF SL 010312	7605000000 - 2495854	Escrow Fund - TX SL 2495855	5,923 00
SHRFF SL 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108	53,732 36
SHRFF SL 010312	7605000000 - 2495856	Escrow Fund - TX SL 10TX0563	3,127 77
SHRFF SL 010312	7605000000 - 2495857	Escrow Fund - TX SL 10TX1136	18,092 68
		Warrant Total:	**97,091.41**
Warrant #: VW 00351839	**Payee Name: JOHNSON, CHERYL**		
SHRFF SL 120611	7605000000 - 2495837	Escrow Fund - TX SL 05TX0314	826 00
SHRFF SL 120611	7605000000 - 2495840	Escrow Fund - TX SL 10TX0029	10,635 85
SHRFF SL 120611	7605000000 - 2495842	Escrow Fund - TX SL 10TX0138	621 58
SHRFF SL 120611	7605000000 - 2495843	Escrow Fund - TX SL 10TX0175	2,899 13
SHRFF SL 120611	7605000000 - 2495846	Escrow Fund - TX SL 10TX0642	9,446 20
SHRFF SL 120611	7605000000 - 2495848	Escrow Fund - TX SL 11TX0045	1,320 28
SHRFF SL 120611	7605000000 - 2495849	Escrow Fund - TX SL 11TX0182	2,840 30
		Warrant Total:	**28,589.34**
Warrant #: VW 00351843	**Payee Name: KELLY, MARK**		
SHRFF SL 010312	7605000000 - 2495850	Escrow Fund - TX SL 05TX0583	386 42
XHRF SL 120611	7605000000 - 2495845	Escrow Fund - TX SL 10TX0521	500 00
		Warrant Total:	**886.42**
Warrant #: VW 00351852	**Payee Name: LYN WINGERT & ASSOCIATES**		
SHRFF SL 010312	7605000000 - 2495850	Escrow Fund - TX SL 05TX0583	193 21
SHRFF SL 010312	7605000000 - 2495851	Escrow Fund - TX SL 06TX0137	250 00
SHRFF SL 010312	7605000000 - 2495852	Escrow Fund - TX SL 06TX0597	195 33
SHRFF SL 010312	7605000000 - 2495853	Escrow Fund - TX SL 09TX0101	250 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/17/2012

Invoice Number	Account Info		Amount
SHRFF SL 010312	7605000000 - 2495854	Escrow Fund - TX SL 2495855	250 00
SHRFF SL 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108	250 00
SHRFF SL 010312	7605000000 - 2495856	Escrow Fund - TX SL 10TX0563	250 00
SHRFF SL 010312	7605000000 - 2495857	Escrow Fund - TX SL 10TX1136	250 00
SHRFF SL 120611	7605000000 - 2495837	Escrow Fund - TX SL 05TX0314	250 00
SHRFF SL 120611	7605000000 - 2495840	Escrow Fund - TX SL 10TX0029	250 00
SHRFF SL 120611	7605000000 - 2495842	Escrow Fund - TX SL 10TX0138	250 00
SHRFF SL 120611	7605000000 - 2495843	Escrow Fund - TX SL 10TX0175	250 00
SHRFF SL 120611	7605000000 - 2495846	Escrow Fund - TX SL 10TX0642	250 00
SHRFF SL 120611	7605000000 - 2495848	Escrow Fund - TX SL 11TX0045	250 00
SHRFF SL 120611	7605000000 - 2495849	Escrow Fund - TX SL 11TX0182	250 00
		Warrant Total:	**3,638.54**

Warrant #: VW 00351853 **Payee Name: MADDEN, KAREN S**

SHRFF SL 010312	7605000000 - 2495854	Escrow Fund - TX SL 2495855	500 00
		Warrant Total:	**500.00**

Warrant #: VW 00351868 **Payee Name: MURRAY, JASON**

SHRFF SL 010312	7605000000 - 2495850	Escrow Fund - TX SL 05TX0583	1,089 70
SHRFF SL 010312	7605000000 - 2495851	Escrow Fund - TX SL 06TX0137	488 00
SHRFF SL 010312	7605000000 - 2495852	Escrow Fund - TX SL 06TX0597	381 28
SHRFF SL 010312	7605000000 - 2495853	Escrow Fund - TX SL 09TX0101	566 00
SHRFF SL 010312	7605000000 - 2495854	Escrow Fund - TX SL 2495855	652 00
SHRFF SL 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108	1,359 00
SHRFF SL 010312	7605000000 - 2495856	Escrow Fund - TX SL 10TX0563	652 00
SHRFF SL 010312	7605000000 - 2495857	Escrow Fund - TX SL 10TX1136	599 00
SHRFF SLS 010312	7605000000 - 2495853	Escrow Fund - TX SL 09TX0101	10,858 50
SHRFF SLS 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108	640,632 98
SHRFF SLS 010312	7605000000 - 2495856	Escrow Fund - TX SL 10TX0563	2,295 23
SHRFF SLS 010312	7605000000 - 2495857	Escrow Fund - TX SL 10TX1136	5,383 32
		Warrant Total:	**664,957.01**

Warrant #: VW 00351869 **Payee Name: MURRAY, JASON**

SHRFF SL 120611	7605000000 - 2495837	Escrow Fund - TX SL 05TX0314	849 00
SHRFF SL 120611	7605000000 - 2495840	Escrow Fund - TX SL 10TX0029	1,842 00
SHRFF SL 120611	7605000000 - 2495842	Escrow Fund - TX SL 10TX0138	620 00
SHRFF SL 120611	7605000000 - 2495843	Escrow Fund - TX SL 10TX0175	766 00
SHRFF SL 120611	7605000000 - 2495846	Escrow Fund - TX SL 10TX0642	735 00
SHRFF SL 120611	7605000000 - 2495848	Escrow Fund - TX SL 11TX0045	511 00
SHRFF SL 120611	7605000000 - 2495849	Escrow Fund - TX SL 11TX0182	552 00
		Warrant Total:	**5,875.00**

Warrant #: VW 00351873 **Payee Name: NELSON, MARYBETH M**

SHRF SL 120611	7605000000 - 2495836	Escrow Fund - TX SL 05TX0140	500 00
SHRFF SL 010312	7605000000 - 2495851	Escrow Fund - TX SL 06TX0137	500 00
		Warrant Total:	**1,000.00**

Warrant #: VW 00351879 **Payee Name: POOR, SHERIFF FREDDIE**

SHRFF SL 120611	7605000000 - 2495837	Escrow Fund - TX SL 05TX0314	675 00
SHRFF SL 120611	7605000000 - 2495840	Escrow Fund - TX SL 10TX0029	900 00
SHRFF SL 120611	7605000000 - 2495843	Escrow Fund - TX SL 10TX0175	1,350 00
SHRFF SL 120611	7605000000 - 2495846	Escrow Fund - TX SL 10TX0642	900 00
SHRFF SL 120611	7605000000 - 2495848	Escrow Fund - TX SL 11TX0045	900 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/17/2012

Invoice Number	Account Info		Amount
SHRFF SL 120611	7605000000 - 2495849	Escrow Fund - TX SL 11TX0182	675 00
		Warrant Total:	**5,400.00**
Warrant #: VW 00351880		**Payee Name: POOR, SHERIFF FREDDIE**	
SHRFF SL 010312	7605000000 - 2495850	Escrow Fund - TX SL 05TX0583	521 67
SHRFF SL 010312	7605000000 - 2495851	Escrow Fund - TX SL 06TX0137	675 00
SHRFF SL 010312	7605000000 - 2495852	Escrow Fund - TX SL 06TX0597	527 39
SHRFF SL 010312	7605000000 - 2495853	Escrow Fund - TX SL 09TX0101	675 00
SHRFF SL 010312	7605000000 - 2495854	Escrow Fund - TX SL 2495855	675 00
SHRFF SL 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108	675 00
SHRFF SL 010312	7605000000 - 2495856	Escrow Fund - TX SL 10TX0563	675 00
SHRFF SL 010312	7605000000 - 2495857	Escrow Fund - TX SL 10TX1136	675 00
		Warrant Total:	**5,099.06**
Warrant #: VW 00351886		**Payee Name: ROELL, HOLLY C**	
SHRFF SL 010312	7605000000 - 2495856	Escrow Fund - TX SL 10TX0563	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00351887		**Payee Name: ROELL, HOLLY C**	
SHRFF SL 120611	7605000000 - 2495840	Escrow Fund - TX SL 10TX0029	500 00
SHRFF SL 120611	7605000000 - 2495843	Escrow Fund - TX SL 10TX0175	500 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00351892		**Payee Name: SANTA FE INDEPENDENT SCHOOL DISTRICT**	
SHRFF SL 120611	7605000000 - 2495842	Escrow Fund - TX SL 10TX0138	246 13
		Warrant Total:	**246.13**
Warrant #: VW 00351902		**Payee Name: SULLIVAN, DWIGHT D**	
SHRFF SL 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108	16 00
		Warrant Total:	**16.00**
Warrant #: VW 00351905		**Payee Name: TEXAS DEPARTMENT OF HEALTH**	
THROUGH 123111	7605000000 - 2476036	Escrow Fund - Cntrl Adoption Reg FC 108 006	15 00
		Warrant Total:	**15.00**
		FUND 7605 TOTAL:	**877,795.49**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/17/2012

Summary of All Funds

Fund		Amount
1101	General Fund	171,543 89
2220	Adult Probation Fund	6,410 03
2230	Juvenile Justice Fund	18,442 57
2242	Sheriff's Seizure Aft 10/89	1,200 00
2301	Road & Bridge Fund	38,888 65
2370	Flood Control Fund	7,701 06
2410	Mosquito Control District Fund	5,381 46
2420	Indigent Health Care Fund	94,294 49
2824	Adult Probation Community	830 13
2841	Juvenile Probation-State Aid	4,353 82
2892	State Homeland Security Grant	5,645.85
2893	HMGP - IKE	198,970 00
2914	CDBG Housing Program	597,899 73
2994	Disaster Recovery - Ike	113,337 07
6123	Group,Wrks'Comp,Unemplmnt Ins	65,535 96
6130	Self Insurance Reserve Fund	31,397 65
7601	Payroll Fund	118 77
7605	Escrow Fund	877,795 49
	Grand Total:	**2,239,746.62**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/17/2012

Approved Order to pay by Commissioners Court this day January 24th, 2012.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

abstain

Patrick Doyle, Galveston County Commissioner, Pct 1

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

ATTEST:

Dwight D. Sullivan, County Clerk

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351744	702471	ABL MANAGEMENT INC	01/17/12	22,653 80	MW	OH		
A200351745	713428	ABM JANITORIAL SERVICES - SOU	01/17/12	47,526 03	MW	OH		
A200351746	706405	ACHARYA MD PA,SID	01/17/12	41 96	MW	OH		
A200351747	405005	ADAPCO INC	01/17/12	641 87	MW	OH		
A200351748	712189	ALAMO TITLE COMPANY	01/17/12	120 00	MW	OH		
A200351749	711548	AMERICAN HOMESTAR CORPORATION	01/17/12	79,502 85	MW	OH		
A200351750	711181	AMERICAN RADIOLOGY CONSULTANT	01/17/12	52 13	MW	OH		
A200351751	709811	AMERIWASTE OF TEXAS LLC	01/17/12	1,102 97	MW	OH		
A200351752	713977	ARGOS IOM SERVICES LP	01/17/12	627 10	MW	OH		
A200351753	713469	ASSOCIATED CREDIT UNION OF TE	01/17/12	10 00	MW	OH		
A200351754	712485	AUTOZONE INC	01/17/12	22 99	MW	OH		
A200351755	712112	B&MS CONSTRUCTION INC	01/17/12	52,352 87	MW	OH		
A200351756	712386	BAHEC LLC	01/17/12	379 08	MW	OH		
A200351757	713672	BANE, JANIS	01/17/12	135 00	MW	OH		
A200351758	711300	BARRIER REEF EMERGENCY PHYSIC	01/17/12	475 54	MW	OH		
A200351759	710853	BAY AREA ANESTHESIA SERVICES	01/17/12	433 24	MW	OH		
A200351760	710853	BAY AREA ANESTHESIA SERVICES	01/17/12	108 31	MW	OH		
A200351761	710828	BAY AREA HOUSTON ENDOSCOPY LP	01/17/12	6,727 61	MW	OH		
A200351762	710831	BAY AREA HOUSTON GASTROENTERO	01/17/12	192 71	MW	OH		
A200351763	710831	BAY AREA HOUSTON GASTROENTERO	01/17/12	202 62	MW	OH		
A200351764	710831	BAY AREA HOUSTON GASTROENTERO	01/17/12	425 23	MW	OH		
A200351765	026047	BAYGAS INC	01/17/12	73 32	MW	OH		
A200351766	431586	BEELER MANSKE CLINIC LLP	01/17/12	781 42	MW	OH		
A200351767	713772	BEIRNE MAYNARD & PARSONS LLP	01/17/12	62,105 95	MW	OH		
A200351768	704994	BETTISON DOYLE APFFEL & GUARI	01/17/12	1,000 00	MW	OH		
A200351769	700686	BFI WASTE SERVICES OF TEXAS L	01/17/12	1 02	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351770	021303	BOB BARKER CO INC	01/17/12	429 60	MW	OH		
A200351771	709220	BOON CHAPMAN BENEFIT ADMINIST	01/17/12	8,980 00	MW	OH		
A200351772	704349	BOORSTEIN, BARRY	01/17/12	950 00	MW	OH	B7	
A200351773	702559	BRIGGS, LYNETTE	01/17/12	260 00	MW	OH	B7	
A200351774	024240	BROOKSIDE EQUIP SALES INC	01/17/12	816 47	MW	OH		
A200351775	713231	BROWN, WENDY	01/17/12	195 92	MW	OH		
A200351776	712308	BURGHLI HOMES PROMENADE HOMES	01/17/12	101,845 66	MW	OH		
A200351777	714110	BUTLER, HAILEY	01/17/12	1 50	MW	OH		
A200351778	711146	BYRDSON SERVICES LLC	01/17/12	10,879 62	MW	OH		
A200351779	701322	C JOHNNY ON THE SPOT INC	01/17/12	1 460 00	MW	OH		
A200351780	031559	CALICO WELDING SUPPLY CO	01/17/12	289 50	MW	OH		
A200351781	708822	CAREHERE LLC	01/17/12	65 535 96	MW	OH		
A200351782	701478	CDW GOVERNMENT INC	01/17/12	183 47	MW	OH		
A200351783	706170	CENTER FOR SCIENCE IN THE PUB	01/17/12	20 00	MW	OH		
A200351784	708965	CENTURY ASPHALT LTD	01/17/12	29,021 47	MW	OH		
A200351785	712288	CHANG MD PA, BILL K	01/17/12	189 87	MW	OH		
A200351786	033985	CITY OF GALVESTON	01/17/12	360 29	MW	OH		
A200351787	033985	CITY OF GALVESTON	01/17/12	290 33	MW	OH		
A200351788	033241	CITY OF LEAGUE CITY	01/17/12	1,801 08	MW	OH		
A200351789	714190	CLARIENT DIAGNOSTIC SERVICES	01/17/12	896 53	MW	OH		
A200351790	404101	CLEAR CREEK INDEPENDENT SCHOO	01/17/12	1 787 01	MW	OH		
A200351791	404101	CLEAR CREEK INDEPENDENT SCHOO	01/17/12	56 555 68	MW	OH		
A200351792	710741	CLEAR LAKE SURGICARE LTD	01/17/12	150 00	MW	OH		
A200351793	713147	CLINICAL PATHOLOGY LABORATORI	01/17/12	276 58	MW	OH		
A200351794	705546	CMC STEEL FABRICATORS INC	01/17/12	27 05	MW	OH		
A200351795	081380	COASTAL SURVEYING OF TEXAS	01/17/12	15 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351796	400896	COOK DAVID	01/17/12	292 50	MW	OH	B7	
A200351797	410293	CORRECTIONS SOFTWARE CORPORAT	01/17/12	4,378 00	MW	OH		
A200351798	708690	CROWDER GULF JOINT VENTURE IN	01/17/12	113 337 07	MW	OH		
A200351799	708051	D'AMBRA, LINDA	01/17/12	111 18	MW	OH		
A200351800	704992	DAHLENBURG, MICHAEL L	01/17/12	130 00	MW	OH	B7	
A200351801	712299	DAVID HAMER MD PA	01/17/12	26 09	MW	OH		
A200351802	710679	DAVISON, AMRI	01/17/12	1,139 76	MW	OH	B7	
A200351803	713249	DEATHERAGE, TODD W	01/17/12	500 00	MW	OH		
A200351804	713177	DIAZ, DEBBIE	01/17/12	189 26	MW	OH		
A200351805	710008	DICKEY, ROCHELL	01/17/12	113 73	MW	OH		
A200351806	713268	DICKEY, TAMYRA	01/17/12	57 17	MW	OH		
A200351807	701181	DUCOTE, JEREMY B	01/17/12	422 50	MW	OH	B7	
A200351808	712144	DUNAWAY, LORI MA LPC-S LMFT	01/17/12	720 00	MW	OH		
A200351809	706844	EAGLIN JOSEPH	01/17/12	146 37	MW	OH		
A200351810	061234	FAMILY SERVICE CENTER OF GALV	01/17/12	11,116 00	MW	OH		
A200351811	714208	FULLEN, SANDRA JOHNSON	01/17/12	1,120 00	MW	OH		
A200351812	704625	G & K SERVICES	01/17/12	160 13	MW	OH		
A200351813	712824	GALVESTON BATTERY AND ELECTRI	01/17/12	74 50	MW	OH		
A200351814	431945	GALVESTON COUNTY HEALTH DISTR	01/17/12	23 00	MW	OH		
A200351815	702558	GALVESTON COUNTY MUD #29	01/17/12	547 48	MW	OH		
A200351816	406195	GALVESTON COUNTY SHERIFF'S DE	01/17/12	1,224 26	MW	OH		
A200351817	709796	GAVION, BRIAN	01/17/12	26 09	MW	OH		
A200351818	703986	GILLMAN, MICHAEL DAVID	01/17/12	763 75	MW	OH	B7	
A200351819	712818	GODINICH MD PA, MARY JO	01/17/12	221 33	MW	OH		
A200351820	704961	GRANGER, ROSSLYN N	01/17/12	390 00	MW	OH		
A200351821	706411	GREATER HOUSTON EMERGENCY PHY	01/17/12	2,465 34	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351822	706411	GREATER HOUSTON EMERGENCY PHY	01/17/12	153 39	MW	OH		
A200351823	703352	GT DISTRIBUTORS INC	01/17/12	30 90	MW	OH		
A200351824	704506	GULF COAST COMPLETE MARINE SE	01/17/12	300 00	MW	OH		
A200351825	075101	GULF COAST TRADES CENTER	01/17/12	3,633 82	MW	OH		
A200351826	713916	HARRIS EMERGENCY MEDICINE ASS	01/17/12	197 96	MW	OH		
A200351827	714158	HARRIS, CLARENCE	01/17/12	702 85	MW	OH		
A200351828	431294	HENDERSON ANTHONY	01/17/12	221 85	MW	OH		
A200351829	083501	HINDMAN, MARGARET	01/17/12	500 00	MW	OH		
A200351830	713919	HOLES INC	01/17/12	432 00	MW	OH		
A200351831	409105	HOME DEPOT	01/17/12	95 66	MW	OH		
A200351832	701244	IESI TX CORP ENVIRO TEX	01/17/12	98 95	MW	OH		
A200351833	706409	INPATIENT CONSULTANTS OF TEXA	01/17/12	1,103 19	MW	OH		
A200351834	707874	INTERVENTION RESOURCES	01/17/12	350 00	MW	OH		
A200351835	011031	ISLAND FIRE & SAFETY EQUIPMEN	01/17/12	88 98	MW	OH		
A200351836	409049	JAHN-GALVESTON INSURANCE AGEN	01/17/12	13,500 00	MW	OH		
A200351837	402937	JMB TIRE AND APPLIANCE CO	01/17/12	308 16	MW	OH		
A200351838	707570	JOHNSON, CHERYL	01/17/12	97 210 18	MW	OH		
A200351839	707570	JOHNSON, CHERYL	01/17/12	28,589 34	MW	OH		
A200351840	701979	JONES LAW FIRM	01/17/12	1,046 50	MW	OH	B7	
A200351841	705849	JONES, CHARLOTTE	01/17/12	147 90	MW	OH		
A200351842	711495	KAFI LAW	01/17/12	110 50	MW	OH	B7	
A200351843	112110	KELLY, MARK	01/17/12	886 42	MW	OH		
A200351844	714144	KEY ACCESS INSTITUTE LLC	01/17/12	111 20	MW	OH		
A200351845	402386	KLEEN JANITORIAL SUPPLY COMPA	01/17/12	1,808 92	MW	OH		
A200351846	701428	KLYNG, KERRY	01/17/12	115 26	MW	OH		
A200351847	709556	KOCUREK MD, ALBERT T	01/17/12	166 35	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351848	407886	LABORATORY CORPORATION OF AME	01/17/12	103 65	MW	OH		
A200351849	121053	LANSDOWNE MOODY CO LP	01/17/12	81 00	MW	OH		
A200351850	704053	LAW OFFICE OF LANELLE O'CONNE	01/17/12	162 50	MW	OH	B7	
A200351851	123026	LIGGIOS TIRE AND SERVICE CENT	01/17/12	865 50	MW	OH		
A200351852	709842	LYN WINGERT & ASSOCIATES	01/17/12	3,638 54	MW	OH		
A200351853	708464	MADDEN, KAREN S	01/17/12	500 00	MW	OH		
A200351854	708027	MAINLAND INFECTIOUS DISEASE A	01/17/12	549 63	MW	OH		
A200351855	706407	MAINLAND PATHOLOGY ASSOCIATES	01/17/12	214 17	MW	OH		
A200351856	706284	MAINLAND PULMONARY ASSOCIATES	01/17/12	417 27	MW	OH		
A200351857	706406	MAINLAND RADIOLOGICAL ASSOCIA	01/17/12	1,046 24	MW	OH		
A200351858	407317	MATHESON TRI-GAS INC	01/17/12	300 92	MW	OH		
A200351859	708527	MCNAIR, COREY	01/17/12	116 28	MW	OH		
A200351860	707872	MCQUAGE PC, THOMAS W	01/17/12	4,883 49	MW	OH		
A200351861	711185	MEMORIAL HERMANN HOSPITAL SYS	01/17/12	21,585 68	MW	OH		
A200351862	713385	MEMORIAL PATHOLOGY CONSULTANT	01/17/12	321 04	MW	OH		
A200351863	404466	MEMORIAL RADIOLOGY ASSOCIATES	01/17/12	248 33	MW	OH		
A200351864	714197	MICHAEL, CHARLES J	01/17/12	5 00	MW	OH		
A200351865	711531	MJ BABA MD PA	01/17/12	158 01	MW	OH		
A200351866	134056	MOTOROLA SOLUTIONS INC	01/17/12	5,645 85	MW	OH		
A200351867	710385	MUNRO'S UNIFORM SERVICES LTD	01/17/12	15 46	MW	OH		
A200351868	712990	MURRAY, JASON	01/17/12	664,957 01	MW	OH		
A200351869	712990	MURRAY, JASON	01/17/12	5 875 00	MW	OH		
A200351870	712990	MURRAY, JASON	01/17/12	3,211 45	MW	OH		
A200351871	404669	MUSTANG TRACTOR & EQUIPMENT C	01/17/12	2,792 86	MW	OH		
A200351872	404669	MUSTANG TRACTOR & EQUIPMENT C	01/17/12	691 18	MW	OH		
A200351873	408546	NELSON MARYBETH M	01/17/12	1,000 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351874	144261	NORRIS, BRENT T	01/17/12	252 45	MW	OH		
A200351875	704067	ORDAZ, WILLIAM	01/17/12	213 69	MW	OH		
A200351876	706281	ORTHOPEDIC CLINIC OF GALVESTO	01/17/12	2,905 03	MW	OH		
A200351877	409788	PAT'S	01/17/12	198,970 00	MW	OH		
A200351878	706418	PATIENT'S ANESTHESIA GROUP PA	01/17/12	1,317 76	MW	OH		
A200351879	406092	POOR, SHERIFF FREDDIE	01/17/12	5,400 00	MW	OH		
A200351880	406092	POOR, SHERIFF FREDDIE	01/17/12	5,099 06	MW	OH		
A200351881	164392	PRECISION DYNAMICS CORP	01/17/12	282 16	MW	OH		
A200351882	711312	QUEST DIAGNOSTICS CLINICAL LA	01/17/12	1,240 97	MW	OH		
A200351883	714171	RADCLIFFE, BARRY KIERAN	01/17/12	8 50	MW	OH		
A200351884	714152	RAHIM MD PA, ENAYET	01/17/12	233 02	MW	OH		
A200351885	714188	RIOS, ROBIN A	01/17/12	253 28	MW	OH	B7	
A200351886	406506	ROELL, HOLLY C	01/17/12	500 00	MW	OH		
A200351887	406506	ROELL, HOLLY C	01/17/12	1,000 00	MW	OH		
A200351888	184572	ROMCO INC	01/17/12	258 14	MW	OH		
A200351889	710577	RUSSELL, GREG	01/17/12	195 00	MW	OH	B7	
A200351890	185017	RUST EWING WATT & HANEY INC	01/17/12	17,897 65	MW	OH		
A200351891	191023	SANTA FE AUTO PARTS INC	01/17/12	114 12	MW	OH		
A200351892	403212	SANTA FE INDEPENDENT SCHOOL D	01/17/12	246 13	MW	OH		
A200351893	702664	SCHWAB, TAYLOR	01/17/12	474 50	MW	OH	B7	
A200351894	192146	SEASIDE ENTERPRISES INC	01/17/12	214 81	MW	OH		
A200351895	400542	SHERWIN WILLIAMS PAINT CORP	01/17/12	396 90	MW	OH		
A200351896	430754	SMITH, JAMES DENNIS	01/17/12	260 00	MW	OH	B7	
A200351897	713129	SOUTHWEST T & I INC	01/17/12	223 30	MW	OH		
A200351898	712259	SPACE CITY ANESTHESIA	01/17/12	1,028 94	MW	OH		
A200351899	713633	ST JOSEPH DERMATOPATHOLOGY PA	01/17/12	78 85	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351900	194159	STANDARD STEEL SUPPLY INC	01/17/12	757 75	MW	OH		
A200351901	409104	STEVE'S WAREHOUSE TIRES	01/17/12	43 00	MW	OH		
A200351902	713192	SULLIVAN, DWIGHT D	01/17/12	16 00	MW	OH		
A200351903	405722	SUN COAST RESOURCES INC	01/17/12	19,586 76	MW	OH		
A200351904	711926	TEGRITY HOMES LLC	01/17/12	158,082 37	MW	OH		
A200351905	404312	TEXAS DEPARTMENT OF HEALTH	01/17/12	15 00	MW	OH		
A200351906	708583	TEXAS LAW & PSYCHIATRY PLLC	01/17/12	1 200 00	MW	OH		
A200351907	710817	TEXAS ONCOLOGY	01/17/12	293 58	MW	OH		
A200351908	406578	TEXAS STATE UNIVERSITY SAN MA	01/17/12	100 00	MW	OH		
A200351909	081927	TITUS HARRIS CLINIC A PROFESS	01/17/12	117 74	MW	OH		
A200351910	700925	TRAVIS COUNTY	01/17/12	1 827 44	MW	OH		
A200351911	204479	TREASURE ISLAND TROPHIES	01/17/12	1,000 00	MW	OH		
A200351912	711781	TSA - TEXAS SURGICAL ASSOCIAT	01/17/12	2 257 17	MW	OH		
A200351913	701538	UNITED PARCEL SERVICE	01/17/12	16 32	MW	OH		
A200351914	709761	USA MOBILITY WIRELESS INC	01/17/12	176 38	MW	OH		
A200351915	402812	UTMB	01/17/12	32,486 68	MW	OH		
A200351916	402812	UTMB	01/17/12	2,305 95	MW	OH		
A200351917	231209	WALMART	01/17/12	132 68	MW	OH		
A200351918	402963	WASTE MANAGEMENT INC	01/17/12	8,015 22	MW	OH		
A200351919	701533	WEST PUBLISHING CORPORATION	01/17/12	105 00	MW	OH		
A200351920	409097	WILLIAMS, MELISSA	01/17/12	154 00	MW	OH		
A200351921	714172	WILSON, LARRY	01/17/12	5 00	MW	OH		
A200351922	406641	WINDSHIELD DOCTOR	01/17/12	29 00	MW	OH		

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

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	2039 693 36	Number of Checks Processed	179
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	2039,693 36		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000337	161059	BOB PAGAN FORD INC	01/17/12	1,148 00	CX	OH		
F600000338	711931	DSW HOMES LLC	01/17/12	195,236 36	CX	OH		
F600000339	705097	LONE STAR UNIFORMS INC	01/17/12	3,668 90	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	200,053 26	Number of Checks Processed	3

S U B T O T A L 200 053 26

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
		G R A N D T O T A L S						
		Total Void Machine Written		0 00	Number of Checks Processed			0
		Total Void Hand Written		0 00	Number of Checks Processed			0
		Total Machine Written		2039 693 36	Number of Checks Processed			179
		Total Hand Written		0 00	Number of Checks Processed			0
		Total Reversals		0 00	Number of Checks Processed			0
		Total Cancelled		200,053 26	Number of Checks Processed			3
		G R A N D T O T A L		2239,746 62				

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amo
FUND: 1101 General Fund			
Warrant #: VW 00000340	**Payee Name: BOB PAGAN FORD INC**		
2230778	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	542
230789	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	54
230813	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	176 7
230814	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 2
		Warrant Total:	**814.4**
Warrant #: VW 00000343	**Payee Name: GALVESTON NEWSPAPERS INC**		
00283896	1101151800 - 5493101	Purchasing Agent - Legal Advertising	663 2
00284627	1101151800 - 5493101	Purchasing Agent - Legal Advertising	525 0
00284803	1101151800 - 5493101	Purchasing Agent - Legal Advertising	753 1
00285203	1101151300 - 5493101	County Auditor - Legal Advertising	826 75
00286464	1101151800 - 5493101	Purchasing Agent - Legal Advertising	269 00
0035540 010312	1101123300 - 5310000	Justice Court Pct #3 - Supplies and Materials	70 50
18109957 123111	1101110000 - 5493102	General Government - Advertising Costs-Sheriff Sale	635 08
		Warrant Total:	**3,742.73**
Warrant #: VW 00351923	**Payee Name: A B SIGN SHOP**		
16225	1101121000 - 5310000	Justice Administration - Supplies and Materials	129 11
		Warrant Total:	**129.11**
Warrant #: VW 00351924	**Payee Name: ABL MANAGEMENT INC**		
183299	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	17,580 25
		Warrant Total:	**17,580.25**
Warrant #: VW 00351925	**Payee Name: ACCURINT**		
124849120111231	1101159100 - 5481000	Information Technology - Contract Service	1,176 50
		Warrant Total:	**1,176 50**
Warrant #: VW 00351926	**Payee Name: AGUILLON, M FRANCIS**		
10001948 CS RMB	1101153020 - 5431000	Trial Expense - Trial Expense	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00351928	**Payee Name: ALERT ALARM BURG AND FIRE PROT INC**		
659112	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	120 00
694033 113011	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694042 113011	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694083	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694150	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694178	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694183	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694195	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694196	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694200	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694204	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694205	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694206	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694207	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694208	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	10 00
694209	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694210	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amou
694212	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
694214	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
694215	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
694216	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
694217	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
694218	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
694219	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694220	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694222	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694229	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694230	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694231	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694233	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694262	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
694454	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
694455	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
694456	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
694462	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
694894	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
694928	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
694935	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	240 00
694965	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
694984	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
694997	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
695031	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150.00
695037	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	100 00
695046	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
695047	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
695080	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 00
695089	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
695095	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 00
695103	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	255 00
695107	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
695138	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	225 00
695144	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
695146	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	90.00
695159	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
695160	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	160 00
695172	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	100 00
695175	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	70 00
695180	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 00
695193	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 00
695234	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
695244	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	230 00
695247	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
695282	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	240 00
695313	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	40 00
695345	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
695347	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
		Warrant Total:	**4,955.00**

Warrant #: VW 00351929 **Payee Name: AMBIT ENERGY LP**

A2476937	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	55 28

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amo
A2925996	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100
A2980186	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100
A3006565	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	125.
		Warrant Total:	**380.**

Warrant #: VW 00351932 **Payee Name: AMERICAN SHORE AND BEACH PRESERVATION**

210523743	1101291010 - 5498000	Emergency Management - Membership And Dues	100 (
		Warrant Total:	**100.(**

Warrant #: VW 00351933 **Payee Name: ATTAWAY, ANGELA**

12/30/11-1/1/12	1101127100 - 5481000	District Attorney - Contract Service	570 0
		Warrant Total:	**570.0**

Warrant #: VW 00351936 **Payee Name: BAUDVILLE INC**

2335138	1101151500 - 5310000	Tax Assessor Collector - Supplies and Materials	125 4(
		Warrant Total:	**125.40**

Warrant #: VW 00351937 **Payee Name: BAYOU VILLAGE APTS**

110 DEATS RD 56	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00351938 **Payee Name: BENNETT, JAMES M**

09CR0934 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	910 00
11CR3325 010312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**1,170.00**

Warrant #: VW 00351939 **Payee Name: BETZLER INVESTMENTS LLC**

9001 GLCR 318	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00351940 **Payee Name: BFI WASTE SERVICES OF TEXAS LP**

0855000487125	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	568 45
0855000487164	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,630 45
		Warrant Total:	**2,198.90**

Warrant #: VW 00351941 **Payee Name: BILL III, ALEX**

08CR3727 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227.50**

Warrant #: VW 00351942 **Payee Name: BLEYL, AMY RUTH WILSON**

11CP0018 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
		Warrant Total:	**338.00**

Warrant #: VW 00351943 **Payee Name: BLIZARD, RONNIE**

TDA LICENSE RMB	1101522020 - 5499208	Parks Department - Licenses/Permits/Registration	12 00
		Warrant Total:	**12.00**

Warrant #: VW 00351944 **Payee Name: BLUE RIBBON LEGAL**

150866	1101153020 - 5431000	Trial Expense - Trial Expense	277 60
		Warrant Total:	**277.60**

Warrant #: VW 00351946 **Payee Name: BONO, JONI**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amo
011812 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	2,304
		Warrant Total:	**2,304.**
Warrant #: VW 00351947	**Payee Name: BOSWORTH PAPERS INC**		
1266199	1101159100 - 5310000	Information Technology - Supplies and Materials	113 (
		Warrant Total:	**113.(**
Warrant #: VW 00351948	**Payee Name: BRIGGS, LYNETTE**		
11CR1955 122911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	182 0
		Warrant Total:	**182.0**
Warrant #: VW 00351949	**Payee Name: BRIGGS, LYNETTE**		
11CR1938 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 0(
		Warrant Total:	**260.00**
Warrant #: VW 00351950	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL28359	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	215 05
		Warrant Total:	**215.05**
Warrant #: VW 00351953	**Payee Name: C JOHNNY ON THE SPOT INC**		
1586	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
1587	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
1588	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
1589	1101522020 - 5426181	Parks Department - Rental Porta Cans	160 00
1590	1101522020 - 5426181	Parks Department - Rental Porta Cans	130 00
1591	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00
1592	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
1593	1101522020 - 5426181	Parks Department - Rental Porta Cans	50 00
1594	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
1595	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
		Warrant Total:	**1,030.00**
Warrant #: VW 00351955	**Payee Name: CANON BUSINESS SOLUTIONS INC**		
4005718159	1101159100 - 5423000	Information Technology - Maint/Repairs Equipment	59 51
4006160557	1101159100 - 5423000	Information Technology - Maint/Repairs Equipment	87 81
		Warrant Total:	**147.32**
Warrant #: VW 00351957	**Payee Name: CARNES FUNERAL HOME INC**		
DEC 2011	1101440100 - 5496170	Community Services - Transporation-Medical Examiner	1,400 00
		Warrant Total:	**1,400.00**
Warrant #. VW 00351958	**Payee Name: CASTILLO, MARK A**		
319243 011312	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00351960	**Payee Name: CDW GOVERNMENT INC**		
D130786	1101159100 - 5310000	Information Technology - Supplies and Materials	367 44
D221542	1101159100 - 5310000	Information Technology - Supplies and Materials	45 93
		Warrant Total:	**413.37**
Warrant #: VW 00351961	**Payee Name: CEASER, KENDRIC**		
JAIL DKT 011312	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amou
		Warrant Total:	**950.**
Warrant #: VW 00351962	**Payee Name: CEDRICK L MUHAMMAD PC**		
11CR2951 010912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 5
JAIL DKT 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 0
		Warrant Total:	**1,437.5**
Warrant #: VW 00351963	**Payee Name: CENTERPOINT ENERGY**		
44722270 011012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	252 1
46936837 011712	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	1,267 9
47504113 011712	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	29 38
47972211 11712	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	225 64
92071141 011712	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 97
		Warrant Total:	**1,792.12**
Warrant #: VW 00351964	**Payee Name: CENTERPOINT ENERGY**		
48299515	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	99 85
		Warrant Total:	**99.85**
Warrant #: VW 00351966	**Payee Name: CHAIR TAI CHI**		
BSC0112	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
DSC0112	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
LSC0112	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
		Warrant Total:	**280.00**
Warrant #: VW 00351968	**Payee Name: CHILDRENS CENTER INC, THE**		
FCC093011	1101440100 - 5449101	Community Services - Childrens Counseling Serv	8,220 00
GCSOP093011	1101440100 - 5449101	Community Services - Childrens Counseling Serv	3,349 31
		Warrant Total:	**11,569.31**
Warrant #: VW 00351970	**Payee Name: CITY OF GALVESTON**		
041340 012012	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
090860	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
111341	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
614881 012012	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**400.00**
Warrant #: VW 00351972	**Payee Name: CITY OF TEXAS CITY**		
19319 73493	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	105 68
2349182536 1212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	44 59
2614887883 1212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	976 27
2615087885 1212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	10 64
		Warrant Total:	**1,137.18**
Warrant #: VW 00351973	**Payee Name: CLARK, DIANE**		
09CR3432 010312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
10CP0095 122111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	143 00
11CP0072 122111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
12CR0105 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,290 00
		Warrant Total:	**2,936.75**
Warrant #: VW 00351974	**Payee Name: CLEMENTS, CLYDE WESLEY**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amou
275347 010612	1101122100 - 5310000	County Court #1 - Grady - Supplies and Materials	32
275347 010612	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	1,235
		Warrant Total:	**1,267.**
Warrant #: VW 00351975	**Payee Name: COBURN SUPPLY COMPANY INC**		
134540320	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	210 8
314543678	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	10 5
		Warrant Total:	**221.3**
Warrant #: VW 00351976	**Payee Name: COCHRAN, WINSTON E JR**		
10CR1870 011012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**325.00**
Warrant #: VW 00351978	**Payee Name: COLTZER, ROBERT G**		
10CR2757 010612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,117 35
		Warrant Total:	**1,117.35**
Warrant #: VW 00351980	**Payee Name: CORIZON INC**		
IN19358	1101211133 - 5412095	Sheriff-Corrections - Jail Healthcare Contract	354,127 42
		Warrant Total:	**354,127.42**
Warrant #: VW 00351981	**Payee Name: COSTA MARIPOSA APARTMENTS**		
7555 MED CENTER	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
7555 MED CNTER	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00351984	**Payee Name: DARLING INTERNATIONAL INC**		
5002120579	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	70 00
		Warrant Total:	**70.00**
Warrant #: VW 00351985	**Payee Name: DIAZ, MARK A**		
11CR3422 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00351986	**Payee Name: DICKINSON IND SCHOOL DISTRICT**		
12/21-1/20/12	1101159100 - 5492101	Information Technology - Telephone Expense	436 24
		Warrant Total:	**436.24**
Warrant #: VW 00351987	**Payee Name: DISHER, DAVID A**		
11CR1733 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	864 50
		Warrant Total:	**864.50**
Warrant #: VW 00351988	**Payee Name: DK CONSTRUCTION**		
3814 AVE S	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00351989	**Payee Name: DONNA BROWN INVESTIGATION & RESEARCH**		
10CR1905 060211	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	1,000 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00351990	**Payee Name: DUCOTE, JAMES**		
02FD2088 010412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	248.95

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Invoice Number	Account Info		Amo
09FD1963 010412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	367
11CR0579 010412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312
11CR3215 122911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195
		Warrant Total:	**1,123.**

Warrant #: VW 00351991 **Payee Name: EDMONSON, SUSAN**

PR72894 110811	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	187 5
		Warrant Total:	**187.5**

Warrant #: VW 00351993 **Payee Name: ENOS, GREG**

11FD0473	1101000000 - 2291104	General Fund - DC-Refunds of Fees	20 0
		Warrant Total:	**20.0**

Warrant #: VW 00351995 **Payee Name: FAUS, SALVADOR**

10FD2500 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	108 34
303608 011712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	130 00
		Warrant Total:	**238.34**

Warrant #: VW 00351997 **Payee Name: FIRST CHOICE POWER**

655001203085335	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655001203212505	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	89 32
655002000310680	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655002001237855	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655002001748240	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	32 98
655002002224260	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
655002002226715	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	128 45
655002002311265	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	145 13
		Warrant Total:	**795.88**

Warrant #: VW 00351998 **Payee Name: FISHER, DENA LAURA**

11CR1325 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,202 50
		Warrant Total:	**1,202.50**

Warrant #: VW 00351999 **Payee Name: FOWLER, JANA K**

011312 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**126 64**

Warrant #: VW 00352000 **Payee Name: FREEZE, JOHNNY J**

12/29/11 RMB	1101127100 - 5310000	District Attorney - Supplies and Materials	10 70
		Warrant Total:	**10.70**

Warrant #: VW 00352001 **Payee Name: FULK, GEORGE BYRON**

JAIL DKT 011312	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**

Warrant #: VW 00352002 **Payee Name: G & K SERVICES**

1030752169	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	49 51
1030752254	1101451110 - 5426106	Senior Citizens - Uniform Leasing	47 04
1030758075	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	35 00
1030758167	1101451110 - 5426106	Senior Citizens - Uniform Leasing	37 70
1030763998	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	35 00
1030764082	1101451110 - 5426106	Senior Citizens - Uniform Leasing	37 70

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Invoice Number	Account Info		Amo
1030769984	1101451110 - 5426106	Senior Citizens - Uniform Leasing	37
		Warrant Total:	**279.**
Warrant #: VW 00352003	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
2418	1101440100 - 5451104	Community Services - Galveston Cnty EMS	56,558
2419	1101440100 - 5451104	Community Services - Galveston Cnty EMS	99,691
		Warrant Total:	**156,250.0**
Warrant #: VW 00352004	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
010612 MEALS	1101211132 - 5496153	M.H M R -Sheriff - In-State Transport	18 6
		Warrant Total:	**18.6**
Warrant #: VW 00352006	**Payee Name: GALVESTON COUNTY WCID #1**		
0010120001014	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	57 07
120050039 10912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34 67
		Warrant Total:	**91.74**
Warrant #: VW 00352007	**Payee Name: GAMMA WASTE SYSTEMS**		
30335	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	144 00
		Warrant Total:	**144.00**
Warrant #: VW 00352009	**Payee Name: GELB, JEFFREY**		
01CR2092C 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
07CR1070 011012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	536 25
11CR3295 010612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	438 75
		Warrant Total:	**1,267.50**
Warrant #: VW 00352011	**Payee Name: GHOGOMU, WILLIAM T**		
317268 011312	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00352012	**Payee Name: GOLDSBERRY & ASSOCIATES PLLC**		
11CP0079	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
314725 011012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	162 50
317839 011312	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**357.50**
Warrant #: VW 00352013	**Payee Name: GOVDEALS INC**		
918122011	1101000000 - 2295011	General Fund - Due to Website Auctioneer	338 25
		Warrant Total:	**338 25**
Warrant #: VW 00352014	**Payee Name: GRADY, PATRICIA V**		
GC3633	1101111000 - 5310000	County Judge - Supplies and Materials	10 32
		Warrant Total:	**10.32**
Warrant #: VW 00352015	**Payee Name: GRAHAM, CARMEN A**		
02FD2208 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
02FD2753 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
10CR2373 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	767 00
11CR2132 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	377 00
314006 011712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	279 50
PR72735	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	727 50

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Invoice Number	Account Info		Amou
		Warrant Total:	**2,749.**
Warrant #: VW 00352017	**Payee Name: GULF COAST CENTURY**		
84232	1101121000 - 5431000	Justice Administration - Trial Expense	110 (
		Warrant Total:	**110.0**
Warrant #: VW 00352018	**Payee Name: GUTHEINZ LAW FIRM LLP**		
318801 011312	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162 5
		Warrant Total:	**162.5**
Warrant #: VW 00352020	**Payee Name: HEAT TRANSFER SOLUTIONS INC**		
59197	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	425 0(
59501	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	550 00
		Warrant Total:	**975.00**
Warrant #: VW 00352022	**Payee Name: HINDMAN, MARGARET**		
11CR0997 010612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00352023	**Payee Name: HUMPHREYS & HUMPHREYS**		
RFD 11FD1414 M/F	1101000000 - 2291104	General Fund - DC-Refunds of Fees	44 00
		Warrant Total:	**44.00**
Warrant #: VW 00352024	**Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD**		
000058955	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	6,855 67
		Warrant Total:	**6,855.67**
Warrant #: VW 00352025	**Payee Name: IBRAHIM & ELLIOTT LLP**		
09CR1735A 010912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
11CR3616 010912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**552.50**
Warrant #: VW 00352030	**Payee Name: JAWORSKI, JOSEPH S**		
09CV2354	1101000000 - 2291104	General Fund - DC-Refunds of Fees	1 50
		Warrant Total:	**1.50**
Warrant #: VW 00352032	**Payee Name: JIMENEZ, JOAQUIN**		
317755 011212	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	234 00
		Warrant Total:	**234.00**
Warrant #: VW 00352034	**Payee Name: JONES ANDREWS & ORTIZ**		
11CV0013	1101000000 - 2291104	General Fund - DC-Refunds of Fees	3 00
		Warrant Total:	**3.00**
Warrant #: VW 00352035	**Payee Name: JONES LAW FIRM**		
11CR1511 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,774 50
		Warrant Total:	**1,774 50**
Warrant #: VW 00352036	**Payee Name: KAFI LAW**		
JAIL DKT 010612	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**950.00**

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Invoice Number	Account Info		Amou
Warrant #: VW 00352037	**Payee Name: KEMBLE, BENJAMIN G**		
10CV3733	1101000000 - 2291104	General Fund - DC-Refunds of Fees	10 5
		Warrant Total:	**10.5**
Warrant #: VW 00352039	**Payee Name: KINGWOOD COMMUNITY**		
3501 25TH AV N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 0
		Warrant Total:	**100.0**
Warrant #: VW 00352040	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1853	1101122300 - 5310000	Probate Court - Sullivan - Supplies and Materials	19 41
1870	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,557 42
		Warrant Total:	**1,576.83**
Warrant #: VW 00352041	**Payee Name: KONE INC**		
220800885	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	1,335 00
		Warrant Total:	**1,335.00**
Warrant #: VW 00352042	**Payee Name: LAING, MORRIS**		
839473	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total.	**12.00**
Warrant #: VW 00352044	**Payee Name: LAW OFFICE OF CHRISTOPHER JOHNSEN**		
MH4039 121411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4040 121411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4041 121411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4042 121411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4042A 121411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4043 121411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4043A 121411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
		Warrant Total:	**1,075.00**
Warrant #: VW 00352045	**Payee Name: LAW OFFICE OF DANA V DREXLER**		
MH4027 121511	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100.00
MH4030 121411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4031 120711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4033 120711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4033A 120711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4034 120711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4038 120711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00352046	**Payee Name: LAW OFFICE OF J MICHAEL THREADGILL**		
312877 011312	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	403 00
		Warrant Total:	**403.00**
Warrant #: VW 00352047	**Payee Name: LAW OFFICE OF LANELLE O'CONNELL**		
318861 011312	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	97 50
		Warrant Total:	**97.50**
Warrant #: VW 00352048	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
11CR1893 010912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50

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Invoice Number	Account Info		Amou
		Warrant Total:	**357.**
Warrant #: VW 00352049	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
315899 010212	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	341 2
317968 011012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	260 0
		Warrant Total:	**601.2**
Warrant #: VW 00352050	**Payee Name: LAW OFFICES OF D CHRIS HESSE**		
11CR3083 011112	1101121000 - 5310000	Justice Administration - Supplies and Materials	0 6
11CR3083 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	828.7
12CR0011 010912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 0
		Warrant Total:	**1,024.3**
Warrant #: VW 00352051	**Payee Name: LAW OFFICES OF DAVID P WALKER PC**		
11CR2545 011012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	598 00
11CR3090 010312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	507 00
		Warrant Total:	**1,105.00**
Warrant #: VW 00352052	**Payee Name: LAW OFFICES OF MARCUS J. FLEMING**		
11CR2714 102111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
11CR2926 110911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
		Warrant Total:	**195.00**
Warrant #. VW 00352053	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
1111745	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	38 77
		Warrant Total:	**38.77**
Warrant #: VW 00352054	**Payee Name: LEATHERS, BILL**		
11CR0663 010212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,500 00
11CR1831 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	536 25
		Warrant Total:	**2,036.25**
Warrant #: VW 00352055	**Payee Name: LEATHERS, BILL**		
11CR2023 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	438 75
11CR2674 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**828.75**
Warrant #: VW 00352056	**Payee Name: LEWIS, VICKI**		
11FD0395 INV FEE	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
11FD1717 11F1718	1101000000 - 2460024	General Fund - District Clerk Investigator	1,200 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00352057	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
181848	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	484.03
		Warrant Total:	**484.03**
Warrant #: VW 00352058	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
DEC 11 JP7 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	2,262 58
		Warrant Total:	**2,262.58**
Warrant #: VW 00352059	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
DEC 11 JP8-2 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	337 38

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Invoice Number	Account Info		Amou
		Warrant Total:	**337.**
Warrant #: VW 00352060	**Payee Name: LOVE, PAUL**		
317395 011012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	65 0
		Warrant Total:	**65.0**
Warrant #: VW 00352061	**Payee Name: LSI TITLE AGENCY INC.**		
838803	1101000010 - 4414012	General Government - County Clerk Refund of Fees	32 0
		Warrant Total:	**32.0**
Warrant #: VW 00352062	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
11CR32141 122911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	127 9
308956 010912	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	161 2
		Warrant Total:	**289.10**
Warrant #: VW 00352063	**Payee Name: MABRY HERBECK & ROBERTS**		
PR0072651 110411	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	708 25
		Warrant Total:	**708.25**
Warrant #: VW 00352064	**Payee Name: MAHONEY, KAREN A**		
PR72735 121311	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	318 75
		Warrant Total:	**318.75**
Warrant #: VW 00352065	**Payee Name: MAILROOM FINANCE INC**		
55204105 010112	1101159100 - 5311140	Information Technology - Postage	21,410 36
		Warrant Total:	**21,410.36**
Warrant #: VW 00352066	**Payee Name: MAINLAND PHARMACY**		
021319 FARIAS	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	189.99
		Warrant Total:	**189.99**
Warrant #: VW 00352067	**Payee Name: MALONEY & PARKS LLP**		
11CR1636 113011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,012 50
		Warrant Total:	**1,012.50**
Warrant #: VW 00352068	**Payee Name: MARION, WILLIAM DAVID**		
10CP0098 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	611 00
10CP0122 010912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
11CP0032 121211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
11CP0083 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	214 50
312508 010912	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	429 00
		Warrant Total:	**1,462.50**
Warrant #: VW 00352069	**Payee Name: MARKETING SPECIALTIES INC**		
2891	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,217 40
		Warrant Total:	**1,217.40**
Warrant #. VW 00352071	**Payee Name: MASTER WORD SERVICE INC**		
46887	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	134 00
		Warrant Total:	**134.00**
Warrant #: VW 00352073	**Payee Name: MAUZY, BRUCE**		

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Invoice Number	Account Info		Amou
11CR0548 121211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	409 5
		Warrant Total:	**409.5**
Warrant #: VW 00352074	**Payee Name: MCCOY, WES**		
1/12/12 MLS	1101126100 - 5496100	District Clerk - Travel	32.0(
		Warrant Total:	**32.0(**
Warrant #: VW 00352076	**Payee Name: MCWHIRTER, LORI**		
1/11-13/12 TRVL	1101151300 - 5496100	County Auditor - Travel	85.50
1/11-13/12 TRVL	1101151300 - 5496301	County Auditor - Auto Mileage	248 64
		Warrant Total:	**334.14**
Warrant #: VW 00352077	**Payee Name: MELAMED, SANFORD**		
11CR1920 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	564 00
		Warrant Total:	**564.00**
Warrant #: VW 00352078	**Payee Name: MEMORIAL OAKS**		
6601 MMRL 64	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00352080	**Payee Name: MILLER, ROBERT DAVID**		
317451 011312	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00352081	**Payee Name: MORA JR, J T**		
NOV 2011 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	82 14
		Warrant Total:	**82.14**
Warrant #: VW 00352082	**Payee Name: MORRIS, PHILLIP W**		
11CR1886 011212	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	975 00
JAIL DKT 010612	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**1,925.00**
Warrant #: VW 00352083	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
64829	1101522020 - 5312101	Parks Department - Uniform Expense	41 50
64838	1101522020 - 5312101	Parks Department - Uniform Expense	66 75
65619	1101522020 - 5312101	Parks Department - Uniform Expense	12 00
65877	1101522020 - 5312101	Parks Department - Uniform Expense	12 75
66671	1101522020 - 5312101	Parks Department - Uniform Expense	12 00
C75128	1101522020 - 5312101	Parks Department - Uniform Expense	-116 00
S72575	1101522020 - 5312101	Parks Department - Uniform Expense	28 00
		Warrant Total:	**57.00**
Warrant #: VW 00352084	**Payee Name: MURRAY, JASON**		
OCT 11 COST BILL	1101000000 - 2291012	General Fund - Due to District Clerk	15,614 11
		Warrant Total:	**15,614.11**
Warrant #: VW 00352086	**Payee Name: NAJER, MAURICE**		
08CR2945 120211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	763 75
		Warrant Total:	**763.75**
Warrant #: VW 00352087	**Payee Name: NB GRAPHICS LLC**		

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Invoice Number	Account Info		Amo
21360	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,670
		Warrant Total:	**2,670.**
Warrant #: VW 00352088	**Payee Name: NCH CORPORATION**		
11/11-27/11	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	396 (
		Warrant Total:	**396.0**
Warrant #: VW 00352089	**Payee Name: NICHOLS, CHARLOTTE**		
1/12/12 TRVL	1101159100 - 5496100	Information Technology - Travel	45 0
1/12/12 TRVL	1101159100 - 5496301	Information Technology - Auto Mileage	346 3
		Warrant Total:	**391 3**
Warrant #: VW 00352090	**Payee Name: NICKELSON, LINDA J**		
316123 011112	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00352092	**Payee Name: NRG ENERGY INC**		
701491995	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	116 34
76501832 012012	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	108 68
		Warrant Total:	**225.02**
Warrant #: VW 00352097	**Payee Name: ONEOK INC**		
9123211111600370	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	36 31
9123954461132128	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	102 07
		Warrant Total:	**138.38**
Warrant #: VW 00352098	**Payee Name: OZARKA NATURAL SPRING WATER**		
020A0123007437	1101291010 - 5310000	Emergency Management - Supplies and Materials	22 08
		Warrant Total:	**22.08**
Warrant #: VW 00352099	**Payee Name: PACER SERVICE CENTER**		
CD0810Q42011	1101153020 - 5431000	Trial Expense - Trial Expense	40 56
		Warrant Total:	**40.56**
Warrant #: VW 00352101	**Payee Name: PENINSULA SANITATION SERVICE INC**		
44140	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
44141	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
44176	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	85 00
		Warrant Total:	**235.00**
Warrant #: VW 00352102	**Payee Name: PINE FOREST APARTMENTS**		
406 DEATS RD 55	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00352104	**Payee Name: PORT SUPPLY**		
7554	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	38 71
		Warrant Total:	**38.71**
Warrant #: VW 00352105	**Payee Name: PRECISION DYNAMICS CORP**		
880190	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	387 00
		Warrant Total:	**387 00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amo
Warrant #: VW 00352106	**Payee Name: PRODUCTIVITY CENTER INC**		
GCC612111	1101223400 - 5310000	Constable Pct #4 - Fullen - Supplies and Materials	295
		Warrant Total:	**295.**
Warrant #: VW 00352107	**Payee Name: PUENTES, ERICA**		
DEC 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	400 1
		Warrant Total:	**400.1**
Warrant #: VW 00352108	**Payee Name: QUINTANILLA, DONNIE**		
11CR1209 010312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	633 7
		Warrant Total:	**633.7**
Warrant #: VW 00352111	**Payee Name: REED, WILLIAM**		
12/29-30/11 RMB	1101127100 - 5310000	District Attorney - Supplies and Materials	46 20
NOV-DEC 2011 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	193 14
		Warrant Total:	**239.34**
Warrant #: VW 00352112	**Payee Name: RESOURCE AND CRISIS CENTER OF**		
DEC 3 &10 2011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	900 00
		Warrant Total:	**900.00**
Warrant #: VW 00352116	**Payee Name: SAENZ, ALVIN N**		
11CR1616 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	975 00
		Warrant Total:	**975.00**
Warrant #: VW 00352118	**Payee Name: SARGENT, CRYSTAL**		
120211-011812 ML	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	382 40
		Warrant Total:	**382.40**
Warrant #: VW 00352119	**Payee Name. SCANLAN JR, JAMES E**		
MO2011010 111611	1101122300 - 5431302	Probate Court - Sullivan - Fees & Expenses Relief Judges	390 78
		Warrant Total:	**390.78**
Warrant #: VW 00352120	**Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS**		
433263	1101122100 - 5481000	County Court #1 - Grady - Contract Service	9,998 50
433263	1101122200 - 5481000	County Court #2 - Roberts - Contract Service	9,998 50
		Warrant Total:	**19,997.00**
Warrant #: VW 00352121	**Payee Name: SCHWAB, TAYLOR**		
11CR2471 010612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	669 50
		Warrant Total:	**669.50**
Warrant #: VW 00352122	**Payee Name: SCOTT, SHELBY**		
10CR0404 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	190 00
		Warrant Total:	**190.00**
Warrant #: VW 00352123	**Payee Name: SHATTUCK, BOB**		
MH4027 121511	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4030 121411	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4031 120711	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4033 120711	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4034 120711	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00

Galveston County, Texas

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Invoice Number	Account Info		Amo
MH4038 120711	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160
MH4039 121411	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160
MH4040 121411	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160
MH4041 121411	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160
MH4042 121411	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160
MH4043 121411	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160
		Warrant Total:	**1,760.**

Warrant #: VW 00352124 **Payee Name: SHERWIN WILLIAMS PAINT CORP**

31858	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	229 0
99891 122911	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	25 9
		Warrant Total:	**255.0**

Warrant #: VW 00352126 **Payee Name: SMITH, PATRICIA**

OCT 2011 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	44 96
		Warrant Total:	**44.96**

Warrant #: VW 00352127 **Payee Name: SOLUTIONS4SURE.COM INC**

B12012379V1	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	160 08
		Warrant Total:	**160.08**

Warrant #: VW 00352130 **Payee Name: SPRINT WASTE SERVICES LP**

186797	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	435 01
		Warrant Total:	**435.01**

Warrant #: VW 00352133 **Payee Name: STEVENS, MARK W**

11CR2483 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	279 50
		Warrant Total:	**279.50**

Warrant #: VW 00352134 **Payee Name: STICKLER, TOMMY JAMES**

11CR1233 010512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
11CR2700 011012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
317243 010512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	260 00
		Warrant Total:	**1,235.00**

Warrant #: VW 00352135 **Payee Name: STREAM ENERGY**

1111763823	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
1130563440 1212	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	92 67
1155985573	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	122 99
		Warrant Total:	**315 66**

Warrant #: VW 00352137 **Payee Name: SUHLER, DAVID**

11CR3409 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	420 00
306859 011012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	105 00
321053 011112	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	100 00
		Warrant Total:	**625.00**

Warrant #: VW 00352139 **Payee Name: SULLIVAN, DWIGHT D**

1/9-12/12 TRVL	1101114000 - 5496100	County Clerk - Travel	306 80
		Warrant Total:	**306.80**

Warrant #: VW 00352142 **Payee Name: SULLIVAN, MISTY**

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Invoice Number	Account Info		Amour
DEC 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	380 1
		Warrant Total:	**380.1**
Warrant #: VW 00352143	**Payee Name: SUN COAST RESOURCES INC**		
91142060	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91142062	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91142066	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
		Warrant Total:	**150.00**
Warrant #: VW 00352144	**Payee Name: SUNFLOWER FOODS LTD**		
13236	1101190100 - 5481000	County Engineer - Contract Service	238 60
		Warrant Total:	**238.60**
Warrant #: VW 00352145	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
212015	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	19 26
212019	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	15 99
212041	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	5.99
212052	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	26 23
212055	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	21 86
212069	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	8 28
212071	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	16 88
212082	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	16 77
212097	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	30 75
212227	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	24 28
212230	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	3 14
		Warrant Total:	**189.43**
Warrant #: VW 00352146	**Payee Name: TASER INTERNATIONAL INC**		
SI1270067	1101211143 - 5423000	Patrol Division - Maint/Repairs Equipment	69 95
		Warrant Total:	**69.95**
Warrant #: VW 00352147	**Payee Name: TAYLOR, ANGELA M**		
317495 011012	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	271 75
318728 011012	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	243 75
		Warrant Total:	**515.50**
Warrant #: VW 00352153	**Payee Name: TEXAS CRIMINAL JUSTICE INFORMATION**		
120120730 2012	1101211133 - 5498000	Sheriff-Corrections - Membership And Dues	35 00
		Warrant Total:	**35.00**
Warrant #: VW 00352155	**Payee Name: TEXAS ENVIRONMENTAL LAW ENFORCEMENT**		
4/2-5/12 FOSKIT	1101170100 - 5495100	Facilities Srvs & Maintenance - Education	125 00
		Warrant Total:	**125.00**
Warrant #: VW 00352159	**Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**		
5/7-9/12 CERDAS	1101123110 - 5496100	Justice Court Pct #1 - Travel	100 00
5/7-9/12 REYES	1101123110 - 5496100	Justice Court Pct #1 - Travel	100 00
7/26-27/12 APFFE	1101123500 - 5495100	Justice Court Pct #5 - Education	50 00
7/26-27/12 SANDL	1101123500 - 5495100	Justice Court Pct #5 - Education	50 00
8/9-10/12 APFFEL	1101123500 - 5495100	Justice Court Pct #5 - Education	50 00
		Warrant Total:	**350 00**

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Invoice Number	Account Info		Amou
Warrant #: VW 00352160	**Payee Name: THE LOVEIN LAW FIRM P C.**		
839230	1101000010 - 4414012	General Government - County Clerk Refund of Fees	36 4
		Warrant Total:	**36.4**
Warrant #. VW 00352161	**Payee Name: THOMA, JOHN**		
11CR3357 01112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	275.0
		Warrant Total:	**275.0**
Warrant #: VW 00352162	**Payee Name: TRAVIS COUNTY**		
C1MH11002789	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	374 0(
C1MH11002912	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 0(
		Warrant Total:	**773.00**
Warrant #: VW 00352164	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100017560332	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	121 11
100018772847	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	116 63
100019262907	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
900006287318	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**437.74**
Warrant #: VW 00352167	**Payee Name: VELAMI INVESTMENTS INC**		
2902 TX AVE 24	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00352169	**Payee Name: VILLA, CLAUDIA R**		
318036 010912	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00352172	**Payee Name: WEST PUBLISHING CORPORATION**		
824078897	1101211150 - 5310000	Warrants-Sheriff's Department - Supplies and Materials	52 50
		Warrant Total:	**52.50**
Warrant #: VW 00352173	**Payee Name: WOOD, GEORGE**		
204 18TH AVE N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00352174	**Payee Name: WRIGHT, ANDREW A**		
317909 011112	1101122200 - 5310000	County Court #2 - Roberts - Supplies and Materials	0 44
317909 011112	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	318 50
		Warrant Total:	**318.94**
Warrant #: VW 00352176	**Payee Name: YAP, SUK YUN**		
1/11-13/12 TRVL	1101151300 - 5496100	County Auditor - Travel	81 00
		Warrant Total:	**81.00**
		FUND 1101 TOTAL:	**702,847.08**

FUND: 2121 Donations To Galveston County

Warrant #: VW 00352092	**Payee Name: NRG ENERGY INC**		
20421053	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	159 82

Galveston County, Texas

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Invoice Number	Account Info		Amo
701265308	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	300
76785674	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	152
		Warrant Total:	**612.**
		FUND 2121 TOTAL:	**612.2**

FUND: 2205 Courthouse Security Fund

Warrant #: VW 00352002 **Payee Name: G & K SERVICES**

1030755840	2205295100 - 5312101	Courthouse Security - Uniform Expense	33 3
1030761755	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 3
		Warrant Total:	**62.6**
		FUND 2205 TOTAL:	**62.66**

FUND: 2211 Law Library

Warrant #: VW 00352028 **Payee Name: JAMES PUBLISHING INC**

2934714	2211129100 - 5317000	Law Library - Books & Periodicals	87 94
		Warrant Total:	**87.94**

Warrant #: VW 00352072 **Payee Name: MATTHEW BENDER & COMPANY INC**

1759052H	2211129100 - 5317000	Law Library - Books & Periodicals	152 87
26457245	2211129100 - 5317000	Law Library - Books & Periodicals	285 44
		Warrant Total:	**438.31**

Warrant #: VW 00352110 **Payee Name: REED ELSEVIER INC**

1112092101	2211129100 - 5317000	Law Library - Books & Periodicals	460 00
		Warrant Total:	**460.00**

Warrant #: VW 00352172 **Payee Name: WEST PUBLISHING CORPORATION**

823905888	2211129100 - 5317000	Law Library - Books & Periodicals	9,403 65
824152098	2211129100 - 5317000	Law Library - Books & Periodicals	9,511 02
824152204	2211129100 - 5317000	Law Library - Books & Periodicals	4,213 22
824175683	2211129100 - 5317000	Law Library - Books & Periodicals	2,636 41
824283999	2211129100 - 5317000	Law Library - Books & Periodicals	9,786 00
		Warrant Total:	**35,550.30**
		FUND 2211 TOTAL:	**36,536.55**

FUND: 2216 Probate Court Contributions Fd

Warrant #: VW 00352141 **Payee Name: SULLIVAN, KIMBERLY A**

9/18-21/11 TRVL	2216122320 - 5495100	Probate Court Contributions - Education	919 32
		Warrant Total:	**919.32**
		FUND 2216 TOTAL:	**919.32**

FUND: 2220 Adult Probation Fund

Galveston County, Texas

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Invoice Number	Account Info		Amou
Warrant #: VW 00351956	**Payee Name: CARLISLE, AMIS**		
DEC 2011 MLG	2220255100 - 5496100	Adult Probation - Travel	192
		Warrant Total:	**192.**
Warrant #: VW 00352016	**Payee Name: GULF COAST CENTER**		
G1064	2220255100 - 5481000	Adult Probation - Contract Service	100.0
		Warrant Total:	**100.0**
Warrant #: VW 00352100	**Payee Name: PATHWAY TO RECOVERY INC**		
DEC 2011	2220255100 - 5481000	Adult Probation - Contract Service	150 0
		Warrant Total:	**150.0**
Warrant #: VW 00352113	**Payee Name: ROSEMON, VANESSA R**		
DEC 2011 MLG	2220255100 - 5496100	Adult Probation - Travel	132 60
		Warrant Total:	**132.60**
Warrant #· VW 00352165	**Payee Name: USA MOBILITY WIRELESS INC**		
V7977738A	2220255100 - 5492220	Adult Probation - Equipment - Adult Probation	36 76
		Warrant Total:	**36.76**
Warrant #: VW 00352171	**Payee Name: WATERWALL, CHASE**		
DEC 2011 MLG	2220255100 - 5496100	Adult Probation - Travel	63 24
		Warrant Total:	**63.24**
		FUND 2220 TOTAL:	**675.38**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00351924	**Payee Name: ABL MANAGEMENT INC**		
188327	2230256118 - 5481199	Detention - Food Service Contract	1,996 25
188327	2230256119 - 5481199	Post Program - Food Service Contract	562 44
188327	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	123 95
		Warrant Total:	**2,682.64**
Warrant #: VW 00351994	**Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**		
JAN 12 COUNSEL	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	10,800 00
		Warrant Total:	**10,800.00**
Warrant #: VW 00352019	**Payee Name: HARDY, COREY L**		
JAN 10 2011 MEAL	2230256118 - 5496150	Detention - Transportation	23 00
		Warrant Total:	**23.00**
Warrant #: VW 00352057	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
182069	2230256105 - 5423110	Juv Justice - Administration - Auto Maintenance	48 00
		Warrant Total:	**48.00**
Warrant #: VW 00352115	**Payee Name: RUSCELLI, VINCENT**		
011212 SRVC	2230256105 - 5412114	Juv Justice - Administration - Psychological Evaluations/	200 00
		Warrant Total·	**200.00**
Warrant #: VW 00352166	**Payee Name: UTMB**		

Galveston County, Texas

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Invoice Number	Account Info		Amou
DEC 11 JUV MED	2230256118 - 5481000	Detention - Contract Service	16,500 (
		Warrant Total:	**16,500.(**
		FUND 2230 TOTAL:	**30,253.7**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00351959 **Payee Name: CBM ARCHIVES CO**

2154	2242211124 - 5481000	Sheriff's Seizure Aft 10/89 - Contract Service	175 0(
		Warrant Total:	**175.00**

Warrant #: VW 00352004 **Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**

JAN 2011 329437	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
		Warrant Total:	**300.00**

Warrant #: VW 00352005 **Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**

329436	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
		Warrant Total:	**300.00**
		FUND 2242 TOTAL:	**775.00**

FUND: 2250 Law Enforcement Education Fund

Warrant #: VW 00352091 **Payee Name: NORMAN, CURTIS WAYNE**

12/11-16/11 MLG	2250211510 - 5502208	Contin Education-State Alloc - Const Pct 8 Cont Ed Exp	309 69
		Warrant Total:	**309.69**
		FUND 2250 TOTAL:	**309.69**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00351954 **Payee Name: CALICO WELDING SUPPLY CO**

TC56596	2301312110 - 5481000	Administration - Contract Service	231 50
TC56611	2301312110 - 5481000	Administration - Contract Service	18 50
		Warrant Total:	**250.00**

Warrant #: VW 00351965 **Payee Name: CENTURY ASPHALT LTD**

154390	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	11,155 36
		Warrant Total:	**11,155.36**

Warrant #: VW 00351967 **Payee Name. CHERRY CRUSHED CONCRETE**

1004473	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,005 85
1004613	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,147 91
1004829	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,003 12
1004860	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,506 95
1004883	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,524 42
1005357	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,675 02
		Warrant Total:	**16,863 27**

Warrant #: VW 00351982 **Payee Name: CRESCENT ENGINEERING COMPANY INC**

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Invoice Number	Account Info		Amou
L3111	2301312110 - 5424000	Administration - Maint & Repairs Buildings	2,738
		Warrant Total:	**2,738.**
Warrant #: VW 00351996	**Payee Name: FILLINGAME INC**		
IVC40682	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	199 (
		Warrant Total:	**199.0**
Warrant #: VW 00352002	**Payee Name: G & K SERVICES**		
1030771105	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	161 2
		Warrant Total:	**161.2**
Warrant #: VW 00352043	**Payee Name: LANSDOWNE MOODY CO LP**		
IW68425	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	127 41
		Warrant Total:	**127.41**
Warrant #: VW 00352070	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
292552	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	621 60
		Warrant Total:	**621.60**
Warrant #: VW 00352083	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
67714	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	59 00
67716	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	13 00
73276	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	32 50
73277	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	6 50
73278	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	56 00
73279	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	32 55
73280	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	37 00
73281	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	51.75
73282	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	67 00
74064	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	59 00
74065	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	6 50
74327	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	49 00
74328	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	34 00
74329	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	15 00
74330	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	47 00
74331 011012	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	15 00
S52900	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	336 00
		Warrant Total:	**916.80**
Warrant #: VW 00352085	**Payee Name: MUSTANG RENTAL SERVICES INC**		
01104822	2301312120 - 5426100	FM & Lateral Road - Equipment Rental/Lease	1,988 23
		Warrant Total:	**1,988.23**
Warrant #: VW 00352101	**Payee Name: PENINSULA SANITATION SERVICE INC**		
44177	2301312120 - 5421411	FM & Lateral Road - Garbage/Landfill Services	75 00
		Warrant Total:	**75.00**
Warrant #: VW 00352117	**Payee Name: SANTA FE AUTO PARTS INC**		
75272	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	58 14
75285	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	383 50
		Warrant Total:	**441.64**

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Invoice Number	Account Info		Amo
Warrant #: VW 00352124	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
31916	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	158
		Warrant Total:	**158.**
Warrant #: VW 00352132	**Payee Name: STEVEN-SHARON CORPORATION**		
397837000	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	13 8
		Warrant Total:	**13.8**
Warrant #: VW 00352143	**Payee Name: SUN COAST RESOURCES INC**		
91153988	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	8,976 7
91156223	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	6,088 0
91158611	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,909 1
		Warrant Total:	**25,974.0**
Warrant #: VW 00352152	**Payee Name: TEXAS AGRILIFE EXTENSION**		
012012 GALV R&B1	2301312110 - 5496100	Administration - Travel	70.00
		Warrant Total:	**70.00**
		FUND 2301 TOTAL:	**61,754.42**

FUND: 2370 Flood Control Fund

Warrant #: VW 00351967	**Payee Name: CHERRY CRUSHED CONCRETE**		
1004474	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,194 71
		Warrant Total:	**1,194.71**
Warrant #: VW 00351982	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3112	2370296121 - 5481000	Seawall Maintenance - Contract Service	141 86
		Warrant Total:	**141.86**
Warrant #: VW 00352029	**Payee Name: JAMES, CHRIS**		
123968	2370000010 - 4412303	General Government - Building Inspector Fees	40 00
		Warrant Total:	**40 00**
Warrant #: VW 00352043	**Payee Name: LANSDOWNE MOODY CO LP**		
IW68424	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	207 36
		Warrant Total:	**207.36**
Warrant #: VW 00352124	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
02051 010412	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	138 12
		Warrant Total:	**138.12**
Warrant #: VW 00352150	**Payee Name: TENNILLE INC**		
64227	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	28 00
		Warrant Total:	**28.00**
Warrant #: VW 00352170	**Payee Name: W.C.S. INDUSTRIES INC**		
125511	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	106 49
		Warrant Total:	**106.49**

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Invoice Number	Account Info		Amou
		FUND 2370 TOTAL:	**1,856.5**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000344 **Payee Name: KEYWORTHS HARDWARE INC**

000113781	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	8 57
000114408	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	4 29
00018998	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	1 32
00019004	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	-1 32
		Warrant Total:	**12.86**

Warrant #: VW 00351934 **Payee Name: AUTOZONE INC**

1579593838	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	81 94
		Warrant Total:	**81.94**

Warrant #: VW 00352175 **Payee Name: WW GRAINGER INC**

9727620651	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	944 70
		Warrant Total:	**944.70**

FUND 2410 TOTAL: 1,039.50

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00351980 **Payee Name: CORIZON INC**

IN19335	2420440110 - 5481000	Indigent Health Care Fund - Contract Service	-1,678 30
IN19336	2420440110 - 5481000	Indigent Health Care Fund - Contract Service	-1,678 30
IN19337	2420440110 - 5481000	Indigent Health Care Fund - Contract Service	-1,678 30
		Warrant Total:	**-5,034.90**

FUND 2420 TOTAL: -5,034.90

FUND: 2501 Child Welfare Fund

Warrant #: VW 00352003 **Payee Name: GALVESTON COUNTY HEALTH DISTRICT**

2424	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	92 00
		Warrant Total:	**92.00**

Warrant #: VW 00352026 **Payee Name: J C PENNEY INC**

50170132351 0112	2501443300 - 5312100	Child Welfare - Clothing Expense	7,997 25
		Warrant Total:	**7,997.25**

Warrant #: VW 00352114 **Payee Name: ROSS**

11014	2501443300 - 5312100	Child Welfare - Clothing Expense	125 00
11174	2501443300 - 5312100	Child Welfare - Clothing Expense	488 18
		Warrant Total:	**613.18**

Warrant #: VW 00352166 **Payee Name: UTMB**

DEC 2011 CPS	2501443300 - 5412133	Child Welfare - Physicians Assistant	4 657 00
		Warrant Total:	**4,657 00**

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Invoice Number	Account Info		Amou
		FUND 2501 TOTAL:	**13,359.4.**

FUND: 2824 Adult Probation Community

Warrant #: VW 00351977 **Payee Name: COLE PH.D., COLLIER M**

DEC 2011	2824255136 - 5481000	Sex Offender Supervision - Contract Service	5,505 00
		Warrant Total:	**5,505.00**

Warrant #: VW 00352016 **Payee Name: GULF COAST CENTER**

G1064	2824255110 - 5481000	Special Substance Abuse - Contract Service	200 00
		Warrant Total:	**200.00**

Warrant #: VW 00352125 **Payee Name: SKUFCA, RICHARD**

DEC 2011 MLG	2824255110 - 5496301	Special Substance Abuse - Auto Mileage	73 44
		Warrant Total:	**73.44**

FUND 2824 TOTAL: 5,778.44

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00351945 **Payee Name: BOB BARKER CO INC**

WEB000201266	2841256110 - 5310000	State Aid Grant A - Supplies and Materials	77 90
WEB000201341	2841256110 - 5310000	State Aid Grant A - Supplies and Materials	18.75
		Warrant Total:	**96.65**

Warrant #: VW 00352010 **Payee Name: GEN-DIAGNOSTICS INC**

33199	2841256110 - 5412301	State Aid Grant A - Drug Screening	644 95
		Warrant Total:	**644.95**

Warrant #: VW 00352040 **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**

1868	2841256110 - 5447000	State Aid Grant A - Community Services	130 70
		Warrant Total:	**130.70**

FUND 2841 TOTAL: 872.30

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00351969 **Payee Name: CITY OF GALVESTON**

DEC11 BLACKWELL	2864211126 - 5100000	Auto Crime Task Force - Salaries	4,907 00
		Warrant Total:	**4,907.00**

Warrant #: VW 00351971 **Payee Name: CITY OF SANTA FE**

OCT-DEC11RICHARD	2864211126 - 5100000	Auto Crime Task Force - Salaries	11,412 39
OCT-DEC11RICHARD	2864211126 - 5130000	Auto Crime Task Force - Overtime	1,092 66
		Warrant Total:	**12,505.05**

Warrant #: VW 00352008 **Payee Name: GATES MACHINE SHOP**

018855	2864211126 - 5310001	Auto Crime Task Force - Depart Supplies-Non Cap FFE	100 00
		Warrant Total:	**100 00**

Galveston County, Texas

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Invoice Number	Account Info		Amou
Warrant #: VW 00352168	**Payee Name: VIGILANT VIDEO INC**		
00005594	2864211206 - 5702225	Cash Match-Program Income - Equipment Capital Outlay	4,330 0
		Warrant Total:	**4,330.0**
		FUND 2864 TOTAL:	**21,842.0**

FUND: 2892 State Homeland Security Grant

Warrant #: VW 00352148	**Payee Name: TEES N MORE**		
010412 SRVC	2892291124 - 5310000	2009 Urban Area Sec Init - Supplies and Materials	1,050 00
		Warrant Total:	**1,050.00**
		FUND 2892 TOTAL:	**1,050.00**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00000342	**Payee Name: DSW HOMES LLC**		
111737	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-1,866 01
111737	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	660.08
111737	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	18,000 00
112173	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,392 85
112173	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,928 53
112278	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,245 99
112278	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	42,459 87
112493	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,405 81
112493	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	44,058 05
112789	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,799.75
112789	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,997 53
211314	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,144 85
211314	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,448 53
212844	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,485 52
212844	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	44,855 20
212934	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,384 69
212934	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,846 87
212937	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,672 85
212937	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,728 53
312118	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,189 75
312118	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	51,897.54
312854	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,171 29
312854	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,712 89
312873	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,632 55
312873	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	56,325 54
312874	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,324 32
312874	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	53,243 20
312885	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,067 20
312885	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	30,671 99
312913	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,157 37
312913	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,573 69
410650	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,727 26
412457	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,666 06

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Invoice Number	Account Info		Amo
		Warrant Total:	**571,860.**

Warrant #: VW 00351930 **Payee Name: AMERICAN HOME BUILDERS INC.**

AO1245503	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,565 (
AO1245503	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,650 :
BJ12783RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,089 4
DK1220703	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,370 9
DK1220703	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,709 2
GB1283501	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,176 5
GB1283501	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	31,765 3
IA1265703	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,740 8
IA1265703	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,408 9
MF1295903	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,392 3
MF1295903	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,923 67
NW12801RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,417 17
RE1286503	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,739 03
RE1286503	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,390 34
RJ12098RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,596 87
RW12827RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,043 37
SS1296902	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,159 03
SS1296902	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	31,590 33
		Warrant Total:	**258,441.29**

Warrant #: VW 00351931 **Payee Name: AMERICAN HOMESTAR CORPORATION**

1040	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-11,385 24
1040	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	113,852 43
1064	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-13,348 30
1064	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	100,595 00
1064	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	32,888 00
1065	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-12,206 10
1065	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	98,945 00
1065	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	23,116 00
1066	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-12,938 13
1066	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	106,265 31
1066	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	23,116 00
1067	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-11,608 62
1067	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	116,086 24
1068	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-15,074 20
1068	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	121,748 00
1068	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	28,994 00
1069	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-9,863 20
1069	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	98,631 98
		Warrant Total:	**777,814.17**

Warrant #: VW 00351935 **Payee Name: B&MS CONSTRUCTION INC**

BMSHCCO02	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-109 44
BMSHCCO02	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	1,094 36
BMSHCCO04	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-884 80
BMSHCCO04	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	8,848 07
BMSHCCO07	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-168 76
BMSHCCO07	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	1,687 61
		Warrant Total:	**10,467.04**

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Invoice Number	Account Info		Amou
Warrant #: VW 00351951	**Payee Name: BURGHLI HOMES PROMENADE HOMES JV**		
1093733	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,863 1
1093733	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,630 9
1096866	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,684.9
1096866	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,849 9
11048100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,567 6
11048100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,676 86
11503100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,370 32
11503100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,703 22
1164510R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	12,274 83
1191066	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,580 81
1191066	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,808 07
12007100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,204 82
12007100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	42,048 18
12285100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,594 52
12285100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,945 28
12289100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,151 59
12289100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,515.86
1230033	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,735 39
1230033	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,353 93
12438100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,217 18
12438100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	42,171 77
12441100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,789 62
12441100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	47,896 18
12547100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,191 51
12547100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,915 10
1275710R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,264 49
1277733	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,548 48
1277733	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,484 75
1278733	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,164 40
1278733	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,644 00
12802100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,539 75
12802100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,397 56
1280666	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,594 48
1280666	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	65,944 80
1281666	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,436 06
1281666	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,360 63
1282933	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,604.22
1282933	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,042 19
12836100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,979 23
12836100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	39,792 29
12841100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,333 94
12841100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	43,339 44
1284666	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,103 53
1284666	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,035 27
		Warrant Total:	**781,839.97**
Warrant #: VW 00351952	**Payee Name: BYRDSON SERVICES LLC**		
354F	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,552 74
354F	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	45,527 49
35833	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,985 88
35833	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	39,858 83

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Invoice Number	Account Info		Amou
		Warrant Total:	**76,847.7**

Warrant #: VW 00352027 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

22539 011812	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	986 0
22874 011612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,337 0
22880 011012	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	3,928 0
22910 011112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,095 0
22928 011712	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,043 0
22931 011812	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	975 00
22932 011012	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,685 00
22933 010612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,111 00
22934 011012	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,237 00
22938 011012	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,222 00
22939 010612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,105 00
22940 010612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,025 00
22942 010612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,473 00
22947 011112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,157 00
22950 011812	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,717 00
22951 010912	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,519 00
22952 010612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,207 00
22953 010612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	2,619 00
22956 011112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,395 00
22960 011112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	2,997 00
22961 011612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,913 00
22963 011212	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,105.00
22973 011612	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,152 00
22980 012012	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,140 00
22984 011712	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,794 00
22990 011912	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,222 00
23014 012012	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,134 00
		Warrant Total:	**46,293.00**

Warrant #: VW 00352138 **Payee Name: SULLIVAN LAND SERVICES LTD**

2011917	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,898 86
2011917	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	78,988 64
2011918	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,264 61
2011918	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	62,646 05
2011919	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,993 25
2011919	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	69,932 45
2011920	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-8,665 69
2011920	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	86,656 85
2012007	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,612 78
2012007	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,127 80
2012008	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,047 02
2012008	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,470 21
2012009	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,246 82
2012009	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	62,468 18
		Warrant Total:	**393,561.15**

Warrant #: VW 00352149 **Payee Name: TEGRITY HOMES, LLC**

12210FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,621 40
12210FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,214 01
12550FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,381 99

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amou
12550FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,819
		Warrant Total:	**63,030.**
		FUND 2914 TOTAL:	**2,980,155.4**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00352031 **Payee Name: JC STONEWALL CONSTRUCTORS LP**

3 120511 BACLIFF	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-213 7
3 120511 BACLIFF	2915291012 - 5741604	Generators - Bacliff MUD Generator	4,275 0(
3 120511 SLEON	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-2,687 2:
3 120511 SLEON	2915291012 - 5741603	Generators - San Leon MUD Generator	53,744.3(
3 120511 WCID19	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-220 33
3 120511 WCID19	2915291012 - 5741606	Generators - WCID #19 Generator	4,406 56
		Warrant Total:	**59,304.56**
		FUND 2915 TOTAL:	**59,304.56**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00351983 **Payee Name: CROWDERGULF JOINT VENTURE LLP**

BOLPPDRE20658R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-3,213 86
BOLPPDRE20658R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	32,138 60
		Warrant Total:	**28,924.74**
		FUND 2994 TOTAL:	**28,924.74**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00351992 **Payee Name: EDOCUMENT RESOURCES LLC**

502711	3100159126 - 5754095	IT Capital Projects - Imaging	2,624 59
		Warrant Total:	**2,624.59**
		FUND 3100 TOTAL:	**2,624.59**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00352093 **Payee Name: OFFICEMAX INCORPORATED**

455681	3120179135 - 5746010	Mid-County Annex - Capitalized Furn,Fix,& Equip	483,739 28
471647	3120179135 - 5746010	Mid-County Annex - Capitalized Furn,Fix,& Equip	60,393 67
		Warrant Total:	**544,132.95**

Warrant #: VW 00352131 **Payee Name: STEFFEY, MICHAEL**

20100021	3120179135 - 5728121	Mid-County Annex - Capital Const-Architect Fees	4,000 00
		Warrant Total:	**4,000.00**
		FUND 3120 TOTAL:	**548,132.95**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amou
FUND: 3308 Unlimited Tax Rd Bds Ser 2001			
Warrant #: VW 00352151	**Payee Name: TERRACON CONSULTANTS INC**		
T275250	3308312200 - 5731009	Fort Travis Park - Professional Srvs-Rd Const	7,076 1
		Warrant Total:	**7,076.1**
		FUND 3308 TOTAL:	**7,076.1**
FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07			
Warrant #: VW 00352163	**Payee Name: TRIPLE B SERVICES LLP**		
20 011012	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	279,884 95
		Warrant Total:	**279,884.95**
		FUND 3310 TOTAL:	**279,884.95**
FUND: 3312 Unltd Tax Road Bonds Sr 2009			
Warrant #: VW 00351979	**Payee Name: CONRAD CONSTRUCTION CO LTD**		
9 123111	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-11,005 48
9 123111	3312312111 - 5731128	Non-County Roads - Melody Lane	220,109 54
		Warrant Total:	**209,104.06**
Warrant #: VW 00352079	**Payee Name: METRO CITY CONSTRUCTION LP**		
22813	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-2,217 77
22813	3312312111 - 5731171	Non-County Roads - Palmer Hwy	44,355 46
		Warrant Total:	**42,137.69**
Warrant #: VW 00352109	**Payee Name: R W LUCAS CONSTRUCTION LLC**		
4 123111	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-4,620 89
4 123111	3312312111 - 5731127	Non-County Roads - Hughes Road	92,417 73
5 011712 6TH TC	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-9,257 17
5 011712 6TH TC	3312312111 - 5731173	Non-County Roads - 6th Street	185,143 37
		Warrant Total:	**263,683.04**
Warrant #: VW 00352128	**Payee Name: SOUTH LAND TITLE LLC**		
580	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	256 00
		Warrant Total:	**256.00**
		FUND 3312 TOTAL:	**515,180.79**
FUND: 3315 Galv Causeway RR Bridge Proj			
Warrant #: VW 00000341	**Payee Name: CIANBRO/BRASFIELD & GORRIE II A JOINT**		
19123111	3315000000 - 2070001	Galv Causeway RR Bridge Prj - Contract Payable Retainage	-70,386 44
19123111	3315313200 - 5732023	Causeway Railroad Bridge Prj - Railroad Causeway Bridge C	1,407,728 80
		Warrant Total:	**1,337,342.36**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amou
		FUND 3315 TOTAL:	**1,337,342.3**

FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

Warrant #: VW 00352038 **Payee Name: KENNON, RICKY**

AR120057	6123000000 - 2020001	Grp, Workers Comp, Unempl Ins - Accounts Payable	80 7
		Warrant Total:	**80.7**
		FUND 6123 TOTAL:	**80.78**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00352136 **Payee Name: STUBBS, JAMES**

10/27/11 DAMAGES	6130151431 - 5491503	General Self Insurance - Claims Liability	201 52
		Warrant Total:	**201.52**
		FUND 6130 TOTAL:	**201.52**

FUND: 7601 Payroll Fund

Warrant #: VW 00352033 **Payee Name: JOHNSON, CHERYL**

EMP REMB CASH	7601000000 - 2302002	Payroll Fund - Cnty of Galveston	150 00
		Warrant Total:	**150.00**
		FUND 7601 TOTAL:	**150.00**

FUND: 7605 Escrow Fund

Warrant #: VW 00352021 **Payee Name: HEB GROCERY COMPANY, LP**

289025 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	191 15
		Warrant Total:	**191.15**

Warrant #: VW 00352075 **Payee Name: MCCREERY, NICHOLAS**

317976	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	400 00
		Warrant Total:	**400.00**

Warrant #: VW 00352094 **Payee Name: OMNI BASE SERVICES INC**

OCT-DEC 11 JP6	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	1,530 00
		Warrant Total:	**1,530.00**

Warrant #: VW 00352095 **Payee Name: OMNI BASE SERVICES INC**

OCT-DEC 11 JP7	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	656 78
		Warrant Total:	**656.78**

Warrant #: VW 00352096 **Payee Name: OMNI BASE SERVICES INC**

OCT-DEC 11 JP8-2	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	348 00
		Warrant Total:	**348.00**

Warrant #: VW 00352103 **Payee Name: POOR, SHERIFF FREDDIE**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amou
SHRF SL 011212	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	675 (
		Warrant Total:	**675.(**
Warrant #: VW 00352129	**Payee Name: SOUTHWORTH, GERALD L.**		
SHRF SL 010312	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	676 0
		Warrant Total:	**676.0**
Warrant #: VW 00352140	**Payee Name: SULLIVAN, DWIGHT D**		
RESALES 31 11212	7605000000 - 2490693	Escrow Fund - Resale 03TX0391	20 0(
		Warrant Total:	**20.0(**
Warrant #: VW 00352154	**Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**		
318050 011012	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	80 00
		Warrant Total:	**80.00**
Warrant #: VW 00352156	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
DEC 11 JP6 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	1,980 50
		Warrant Total:	**1,980.50**
Warrant #: VW 00352157	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
DEC 11 JP7 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	126 30
		Warrant Total:	**126.30**
Warrant #: VW 00352158	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
OCT-DEC 11 JP8-2	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	295 00
		Warrant Total:	**295.00**
		FUND 7605 TOTAL:	**6,978.73**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Summary of All Funds

Fund		Amount
1101	General Fund	702,847 08
2121	Donations To Galveston County	612 27
2205	Courthouse Security Fund	62 66
2211	Law Library	36,536 55
2216	Probate Court Contributions Fd	919 32
2220	Adult Probation Fund	675 38
2230	Juvenile Justice Fund	30,253 73
2242	Sheriff's Seizure Aft 10/89	775 00
2250	Law Enforcement Education Fund	309 69
2301	Road & Bridge Fund	61,754 42
2370	Flood Control Fund	1,856 54
2410	Mosquito Control District Fund	1,039 50
2420	Indigent Health Care Fund	-5,034 90
2501	Child Welfare Fund	13,359 43
2824	Adult Probation Community	5,778 44
2841	Juvenile Probation-State Aid	872 30
2864	Auto Crimes Task Force Grant	21,842 05
2892	State Homeland Security Grant	1,050 00
2914	CDBG Housing Program	2,980,155 41
2915	CDBG Infrastructure Program	59,304 56
2994	Disaster Recovery - Ike	28,924 74
3100	County Capital Projects Fund	2,624 59
3120	Limited Tax Cnty Bldg Bds Sr09	548,132 95
3308	Unlimited Tax Rd Bds Ser 2001	7,076 13
3310	Pass Thru Toll Rv Lt Tx BdSr07	279,884 95
3312	Unltd Tax Road Bonds Sr 2009	515,180 79
3315	Galv Causeway RR Bridge Proj	1,337,342 36
6123	Group,Wrks'Comp,Unemplmnt Ins	80 78
6130	Self Insurance Reserve Fund	201 52
7601	Payroll Fund	150 00
7605	Escrow Fund	6,978 73
	Grand Total:	**6,641,546.97**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Approved Order to pay by Commissioners Court this day January 24th, 2012.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

ATTEST:

Dwight D. Sullivan, County Clerk

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351923	711149	A B SIGN SHOP	01/24/12	129 11	MW	OH		
A200351924	702471	ABL MANAGEMENT INC	01/24/12	20,262 89	MW	OH		
A200351925	705457	ACCURINT	01/24/12	1,176 50	MW	OH		
A200351926	701427	AGUILLON, M FRANCIS	01/24/12	10 00	MW	OH		
A200351927	VOID CONTINU	Void - Continued Stub	01/24/12	0 00	VM	OH		Void
A200351928	013524	ALERT ALARM BURG AND FIRE PRO	01/24/12	4,955 00	MW	OH		
A200351929	709623	AMBIT ENERGY LP	01/24/12	380 53	MW	OH		
A200351930	711832	AMERICAN HOME BUILDERS INC	01/24/12	258 441 29	MW	OH		
A200351931	711548	AMERICAN HOMESTAR CORPORATION	01/24/12	777,814 17	MW	OH		
A200351932	404569	AMERICAN SHORE AND BEACH PRES	01/24/12	100 00	MW	OH		
A200351933	713566	ATTAWAY, ANGELA	01/24/12	570 00	MW	OH		
A200351934	712485	AUTOZONE INC	01/24/12	81 94	MW	OH		
A200351935	712112	B&MS CONSTRUCTION INC	01/24/12	10,467 04	MW	OH		
A200351936	405944	BAUDVILLE INC	01/24/12	125 40	MW	OH		
A200351937	714236	BAYOU VILLAGE APTS	01/24/12	100 00	MW	OH	RE	
A200351938	401969	BENNETT JAMES M	01/24/12	1,170 00	MW	OH	B7	
A200351939	712610	BETZLER INVESTMENTS LLC	01/24/12	100 00	MW	OH		
A200351940	700686	BFI WASTE SERVICES OF TEXAS L	01/24/12	2,198 90	MW	OH		
A200351941	712831	BILL III, ALEX	01/24/12	227 50	MW	OH	B7	
A200351942	705535	BLEYL, AMY RUTH WILSON	01/24/12	338 00	MW	OH	B7	
A200351943	703678	BLIZARD, RONNIE	01/24/12	12 00	MW	OH		
A200351944	711506	BLUE RIBBON LEGAL	01/24/12	277 60	MW	OH		
A200351945	021303	BOB BARKER CO INC	01/24/12	96 65	MW	OH		
A200351946	408363	BONO JONI	01/24/12	2,304 00	MW	OH	B7	
A200351947	401759	BOSWORTH PAPERS INC	01/24/12	113 65	MW	OH		
A200351948	702559	BRIGGS, LYNETTE	01/24/12	182 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351949	702559	BRIGGS LYNETTE	01/24/12	260 00	MW	OH	B7	
A200351950	024240	BROOKSIDE EQUIP SALES INC	01/24/12	215 05	MW	OH		
A200351951	712308	BURGHLI HOMES PROMENADE HOMES	01/24/12	781,839 97	MW	OH		
A200351952	711146	BYRDSON SERVICES LLC	01/24/12	76,847 70	MW	OH		
A200351953	701322	C JOHNNY ON THE SPOT INC	01/24/12	1,030 00	MW	OH		
A200351954	031559	CALICO WELDING SUPPLY CO	01/24/12	250 00	MW	OH		
A200351955	703700	CANON BUSINESS SOLUTIONS INC	01/24/12	147 32	MW	OH		
A200351956	713148	CARLISLE, AMIS	01/24/12	192 78	MW	OH		
A200351957	704869	CARNES FUNERAL HOME INC	01/24/12	1,400 00	MW	OH		
A200351958	706200	CASTILLO, MARK A	01/24/12	260 00	MW	OH	B7	
A200351959	707054	CBM ARCHIVES CO	01/24/12	175 00	MW	OH		
A200351960	701478	CDW GOVERNMENT INC	01/24/12	413 37	MW	OH		
A200351961	702081	CEASER KENDRIC	01/24/12	950 00	MW	OH	B7	
A200351962	706933	CEDRICK L MUHAMMAD PC	01/24/12	1,437 50	MW	OH	B7	
A200351963	407782	CENTERPOINT ENERGY	01/24/12	1 792 12	MW	OH		
A200351964	407782	CENTERPOINT ENERGY	01/24/12	99 85	MW	OH		
A200351965	708965	CENTURY ASPHALT LTD	01/24/12	11,155 36	MW	OH		
A200351966	702429	CHAIR TAI CHI	01/24/12	280 00	MW	OH		
A200351967	712596	CHERRY CRUSHED CONCRETE	01/24/12	18,057 98	MW	OH		
A200351968	032326	CHILDRENS CENTER INC, THE	01/24/12	11 569 31	MW	OH		
A200351969	033985	CITY OF GALVESTON	01/24/12	4,907 00	MW	OH		
A200351970	033985	CITY OF GALVESTON	01/24/12	400 00	MW	OH		
A200351971	033589	CITY OF SANTA FE	01/24/12	12,505 05	MW	OH		
A200351972	403085	CITY OF TEXAS CITY	01/24/12	1,137 18	MW	OH		
A200351973	033290	CLARK, DIANE	01/24/12	2 936 75	MW	OH	B7	
A200351974	712273	CLEMENTS, CLYDE WESLEY	01/24/12	1,267 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200351975	709399	COBURN SUPPLY COMPANY INC	01/24/12	221 36	MW	OH		
A200351976	702713	COCHRAN, WINSTON E JR	01/24/12	325 00	MW	OH	B7	
A200351977	034124	COLE PH D , COLLIER M	01/24/12	5,505 00	MW	OH		
A200351978	034223	COLTZER, ROBERT G	01/24/12	1,117 35	MW	OH	B7	
A200351979	704229	CONRAD CONSTRUCTION CO LTD	01/24/12	209,104 06	MW	OH		
A200351980	409632	CORIZON INC	01/24/12	349,092 52	MW	OH		
A200351981	712542	COSTA MARIPOSA APARTMENTS	01/24/12	200 00	MW	OH	RE	
A200351982	709896	CRESCENT ENGINEERING COMPANY	01/24/12	2,879 98	MW	OH		
A200351983	708690	CROWDERGULF JOINT VENTURE LLP	01/24/12	28,924 74	MW	OH		
A200351984	701394	DARLING INTERNATIONAL INC	01/24/12	70 00	MW	OH		
A200351985	706153	DIAZ, MARK A	01/24/12	227 50	MW	OH	B7	
A200351986	043216	DICKINSON IND SCHOOL DISTRICT	01/24/12	436 24	MW	OH		
A200351987	043273	DISHER, DAVID A	01/24/12	864 50	MW	OH	B7	
A200351988	705273	DK CONSTRUCTION	01/24/12	100 00	MW	OH	RE	
A200351989	700879	DONNA BROWN INVESTIGATION & R	01/24/12	1 000 00	MW	OH	B7	
A200351990	045286	DUCOTE JAMES	01/24/12	1 123 85	MW	OH	B7	
A200351991	713857	EDMONSON SUSAN	01/24/12	187 50	MW	OH	B7	
A200351992	712652	EDOCUMENT RESOURCES LLC	01/24/12	2 624 59	MW	OH		
A200351993	714048	ENOS, GREG	01/24/12	20 00	MW	OH		
A200351994	061234	FAMILY SERVICE CENTER OF GALV	01/24/12	10 800 00	MW	OH		
A200351995	410365	FAUS SALVADOR	01/24/12	238 34	MW	OH		
A200351996	407685	FILLINGAME INC	01/24/12	199 00	MW	OH		
A200351997	703810	FIRST CHOICE POWER	01/24/12	795 88	MW	OH		
A200351998	709477	FISHER, DENA LAURA	01/24/12	1 202 50	MW	OH		
A200351999	710682	FOWLER, JANA K	01/24/12	126 64	MW	OH	B7	
A200352000	713156	FREEZE, JOHNNY J	01/24/12	10 70	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352001	704440	FULK, GEORGE BYRON	01/24/12	950 00	MW	OH	B7	
A200352002	704625	G & K SERVICES	01/24/12	503 52	MW	OH		
A200352003	431945	GALVESTON COUNTY HEALTH DISTR	01/24/12	156 342 00	MW	OH		
A200352004	406195	GALVESTON COUNTY SHERIFF'S DE	01/24/12	318 64	MW	OH		
A200352005	406195	GALVESTON COUNTY SHERIFF'S DE	01/24/12	300 00	MW	OH		
A200352006	071175	GALVESTON COUNTY WCID #1	01/24/12	91 74	MW	OH		
A200352007	708789	GAMMA WASTE SYSTEMS	01/24/12	144 00	MW	OH		
A200352008	071233	GATES MACHINE SHOP	01/24/12	100 00	MW	OH		
A200352009	701571	GELB, JEFFREY	01/24/12	1,267 50	MW	OH	B7	
A200352010	709672	GEN-DIAGNOSTICS INC	01/24/12	644 95	MW	OH		
A200352011	706770	GHOGOMU WILLIAM T	01/24/12	162 50	MW	OH	B7	
A200352012	708298	GOLDSBERRY & ASSOCIATES PLLC	01/24/12	357 50	MW	OH	B7	
A200352013	708833	GOVDEALS INC	01/24/12	338 25	MW	OH		
A200352014	713574	GRADY, PATRICIA V	01/24/12	10 32	MW	OH		
A200352015	709134	GRAHAM, CARMEN A	01/24/12	2,749 00	MW	OH	B7	
A200352016	400782	GULF COAST CENTER	01/24/12	300 00	MW	OH		
A200352017	701592	GULF COAST CENTURY	01/24/12	110 00	MW	OH		
A200352018	702363	GUTHEINZ LAW FIRM LLP	01/24/12	162 50	MW	OH	B7	
A200352019	704149	HARDY, COREY L	01/24/12	23 00	MW	OH		
A200352020	702878	HEAT TRANSFER SOLUTIONS INC	01/24/12	975 00	MW	OH		
A200352021	714228	HEB GROCERY COMPANY, LP	01/24/12	191 15	MW	OH		
A200352022	083501	HINDMAN, MARGARET	01/24/12	390 00	MW	OH	B7	
A200352023	707452	HUMPHREYS & HUMPHREYS	01/24/12	44 00	MW	OH		
A200352024	706976	HVAC MECHANICAL SERVICES OF T	01/24/12	6,855 67	MW	OH		
A200352025	707488	IBRAHIM & ELLIOTT LLP	01/24/12	552 50	MW	OH	B7	
A200352026	405013	J C PENNEY INC	01/24/12	7,997 25	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352027	409049	JAHN-GALVESTON INSURANCE AGEN	01/24/12	46 293 00	MW	OH		
A200352028	403112	JAMES PUBLISHING INC	01/24/12	87 94	MW	OH		
A200352029	714237	JAMES, CHRIS	01/24/12	40 00	MW	OH		
A200352030	710154	JAWORSKI, JOSEPH S	01/24/12	1 50	MW	OH		
A200352031	708957	JC STONEWALL CONSTRUCTORS LP	01/24/12	59,304 56	MW	OH		
A200352032	709951	JIMENEZ, JOAQUIN	01/24/12	234 00	MW	OH	B7	
A200352033	707570	JOHNSON, CHERYL	01/24/12	150 00	MW	OH		
A200352034	714195	JONES ANDREWS & ORTIZ	01/24/12	3 00	MW	OH		
A200352035	701979	JONES LAW FIRM	01/24/12	1,774 50	MW	OH	B7	
A200352036	711495	KAFI LAW	01/24/12	950 00	MW	OH	B7	
A200352037	714174	KEMBLE, BENJAMIN G	01/24/12	10 50	MW	OH		
A200352038	714231	KENNON, RICKY	01/24/12	80 78	MW	OH		
A200352039	074724	KINGWOOD COMMUNITY	01/24/12	100 00	MW	OH	RE	
A200352040	402386	KLEEN JANITORIAL SUPPLY COMPA	01/24/12	1,707 53	MW	OH		
A200352041	713306	KONE INC	01/24/12	1,335 00	MW	OH		
A200352042	714199	LAING, MORRIS	01/24/12	12 00	MW	OH		
A200352043	121053	LANSDOWNE MOODY CO LP	01/24/12	334 77	MW	OH		
A200352044	711352	LAW OFFICE OF CHRISTOPHER JOH	01/24/12	1,075 00	MW	OH	B7	
A200352045	711359	LAW OFFICE OF DANA V DREXLER	01/24/12	1,000 00	MW	OH	B7	
A200352046	712315	LAW OFFICE OF J MICHAEL THREA	01/24/12	403 00	MW	OH	B7	
A200352047	704053	LAW OFFICE OF LANELLE O'CONNE	01/24/12	97 50	MW	OH	B7	
A200352048	711543	LAW OFFICE OF MICHAEL RUSSO P	01/24/12	357 50	MW	OH	B7	
A200352049	706605	LAW OFFICE OF MICHELE BASSETT	01/24/12	601 25	MW	OH	B7	
A200352050	713255	LAW OFFICES OF D CHRIS HESSE	01/24/12	1,024 35	MW	OH	B7	
A200352051	403281	LAW OFFICES OF DAVID P WALKER	01/24/12	1,105 00	MW	OH	B7	
A200352052	712917	LAW OFFICES OF MARCUS J FLEM	01/24/12	195 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352053	706067	LCR-M LIMITED PARTNERSHIP	01/24/12	38 77	MW	OH		
A200352054	705777	LEATHERS, BILL	01/24/12	2 036 25	MW	OH	B7	
A200352055	705777	LEATHERS, BILL	01/24/12	828 75	MW	OH	B7	
A200352056	122275	LEWIS, VICKI	01/24/12	1 800 00	MW	OH		
A200352057	123026	LIGGIOS TIRE AND SERVICE CENT	01/24/12	532 03	MW	OH		
A200352058	707090	LINEBARGER GOGGAN BLAIR & SAM	01/24/12	2 262 58	MW	OH		
A200352059	707090	LINEBARGER GOGGAN BLAIR & SAM	01/24/12	337 38	MW	OH		
A200352060	705152	LOVE, PAUL	01/24/12	65 00	MW	OH	B7	
A200352061	714198	LSI TITLE AGENCY INC	01/24/12	32 00	MW	OH		
A200352062	709123	M FOX CURL AND ASSOCIATES PC	01/24/12	289 10	MW	OH	B7	
A200352063	704046	MABRY HERBECK & ROBERTS	01/24/12	708 25	MW	OH	B7	
A200352064	700160	MAHONEY, KAREN A	01/24/12	318 75	MW	OH	B7	
A200352065	713527	MAILROOM FINANCE INC	01/24/12	21,410 36	MW	OH		
A200352066	131540	MAINLAND PHARMACY	01/24/12	189 99	MW	OH		
A200352067	709125	MALONEY & PARKS LLP	01/24/12	1 012 50	MW	OH	B7	
A200352068	407300	MARION, WILLIAM DAVID	01/24/12	1 462 50	MW	OH	B7	
A200352069	701730	MARKETING SPECIALTIES INC	01/24/12	1,217 40	MW	OH		
A200352070	710378	MARTIN RESOURCE MANAGEMENT CO	01/24/12	621 60	MW	OH		
A200352071	705424	MASTER WORD SERVICE INC	01/24/12	134 00	MW	OH		
A200352072	401374	MATTHEW BENDER & COMPANY INC	01/24/12	438 31	MW	OH		
A200352073	705185	MAUZY, BRUCE	01/24/12	409 50	MW	OH	B7	
A200352074	713749	MCCOY, WES	01/24/12	32 00	MW	OH		
A200352075	714226	MCCREERY NICHOLAS	01/24/12	400 00	MW	OH		
A200352076	711289	MCWHIRTER, LORI	01/24/12	334 14	MW	OH		
A200352077	713348	MELAMED, SANFORD	01/24/12	564 00	MW	OH	B7	
A200352078	710882	MEMORIAL OAKS	01/24/12	100 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352079	712341	METRO CITY CONSTRUCTION LP	01/24/12	42,137 69	MW	OH		
A200352080	711805	MILLER ROBERT DAVID	01/24/12	260 00	MW	OH	B7	
A200352081	134270	MORA JR, J T	01/24/12	82 14	MW	OH		
A200352082	710357	MORRIS, PHILLIP W	01/24/12	1,925 00	MW	OH	B7	
A200352083	710385	MUNRO'S UNIFORM SERVICES LTD	01/24/12	973 80	MW	OH		
A200352084	712990	MURRAY, JASON	01/24/12	15,614 11	MW	OH		
A200352085	406192	MUSTANG RENTAL SERVICES INC	01/24/12	1 988 23	MW	OH		
A200352086	705888	NAJER, MAURICE	01/24/12	763 75	MW	OH	B7	
A200352087	713123	NB GRAPHICS LLC	01/24/12	2,670 00	MW	OH		
A200352088	406692	NCH CORPORATION	01/24/12	396 00	MW	OH		
A200352089	707386	NICHOLS, CHARLOTTE	01/24/12	391 32	MW	OH		
A200352090	400707	NICKELSON, LINDA J	01/24/12	276 25	MW	OH	B7	
A200352091	402979	NORMAN, CURTIS WAYNE	01/24/12	309 69	MW	OH		
A200352092	711213	NRG ENERGY INC	01/24/12	837 29	MW	OH		
A200352093	712568	OFFICEMAX INCORPORATED	01/24/12	544 132 95	MW	OH		
A200352094	703084	OMNI BASE SERVICES INC	01/24/12	1,530 00	MW	OH		
A200352095	703084	OMNI BASE SERVICES INC	01/24/12	656 78	MW	OH		
A200352096	703084	OMNI BASE SERVICES INC	01/24/12	348 00	MW	OH		
A200352097	705252	ONEOK INC	01/24/12	138 38	MW	OH		
A200352098	155036	OZARKA NATURAL SPRING WATER	01/24/12	22 08	MW	OH		
A200352099	709078	PACER SERVICE CENTER	01/24/12	40 56	MW	OH		
A200352100	701800	PATHWAY TO RECOVERY INC	01/24/12	150 00	MW	OH		
A200352101	705136	PENINSULA SANITATION SERVICE	01/24/12	310 00	MW	OH		
A200352102	163014	PINE FOREST APARTMENTS	01/24/12	100 00	MW	OH	RE	
A200352103	406092	POOR, SHERIFF FREDDIE	01/24/12	675 00	MW	OH		
A200352104	405621	PORT SUPPLY	01/24/12	38 71	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352105	164392	PRECISION DYNAMICS CORP	01/24/12	387 00	MW	OH		
A200352106	703165	PRODUCTIVITY CENTER INC	01/24/12	295 00	MW	OH		
A200352107	713461	PUENTES, ERICA	01/24/12	400 16	MW	OH		
A200352108	705753	QUINTANILLA DONNIE	01/24/12	633 75	MW	OH	B7	
A200352109	712886	R W LUCAS CONSTRUCTION LLC	01/24/12	263,683 04	MW	OH		
A200352110	706403	REED ELSEVIER INC	01/24/12	460 00	MW	OH		
A200352111	410432	REED, WILLIAM	01/24/12	239 34	MW	OH		
A200352112	706338	RESOURCE AND CRISIS CENTER OF	01/24/12	900 00	MW	OH		
A200352113	706328	ROSEMON, VANESSA R	01/24/12	132 60	MW	OH		
A200352114	704853	ROSS	01/24/12	613 18	MW	OH		
A200352115	410635	RUSCELLI, VINCENT	01/24/12	200 00	MW	OH		
A200352116	403785	SAENZ ALVIN N	01/24/12	975 00	MW	OH	B7	
A200352117	191023	SANTA FE AUTO PARTS INC	01/24/12	441 64	MW	OH		
A200352118	710061	SARGENT, CRYSTAL	01/24/12	382 40	MW	OH		
A200352119	700995	SCANLAN JR, JAMES E	01/24/12	390 78	MW	OH	EX	
A200352120	704614	SCHNEIDER ELECTRIC BUILDINGS	01/24/12	19 997 00	MW	OH		
A200352121	702664	SCHWAB, TAYLOR	01/24/12	669 50	MW	OH	B7	
A200352122	701888	SCOTT SHELBY	01/24/12	190 00	MW	OH	B7	
A200352123	192161	SHATTUCK BOB	01/24/12	1,760 00	MW	OH	B7	
A200352124	400542	SHERWIN WILLIAMS PAINT CORP	01/24/12	552 01	MW	OH		
A200352125	706313	SKUFCA, RICHARD	01/24/12	73 44	MW	OH		
A200352126	402266	SMITH, PATRICIA	01/24/12	44 96	MW	OH		
A200352127	704289	SOLUTIONS4SUPE COM INC	01/24/12	160 08	MW	OH		
A200352128	712436	SOUTH LAND TITLE LLC	01/24/12	256 00	MW	OH		
A200352129	714230	SOUTHWORTH, GERALD L	01/24/12	676 00	MW	OH		
A200352130	713176	SPRINT WASTE SERVICES LP	01/24/12	435 01	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352131	712009	STEFFEY, MICHAEL	01/24/12	4,000 00	MW	OH		
A200352132	093039	STEVEN-SHARON CORPORATION	01/24/12	13 89	MW	OH		
A200352133	194514	STEVENS MARK W	01/24/12	279 50	MW	OH	B7	
A200352134	709091	STICKLER, TOMMY JAMES	01/24/12	1,235 00	MW	OH	B7	
A200352135	708715	STREAM ENERGY	01/24/12	315 66	MW	OH		
A200352136	714193	STUBBS, JAMES	01/24/12	201 52	MW	OH		
A200352137	702839	SUHLER, DAVID	01/24/12	625 00	MW	OH	B7	
A200352138	711234	SULLIVAN LAND SERVICES LTD	01/24/12	393,561 15	MW	OH		
A200352139	704108	SULLIVAN DWIGHT D	01/24/12	306 80	MW	OH		
A200352140	713192	SULLIVAN, DWIGHT D	01/24/12	20 00	MW	OH		
A200352141	702386	SULLIVAN, KIMBERLY A	01/24/12	919 32	MW	OH		
A200352142	713229	SULLIVAN, MISTY	01/24/12	380 18	MW	OH		
A200352143	405722	SUN COAST RESOURCES INC	01/24/12	26,124 00	MW	OH		
A200352144	712883	SUNFLOWER FOODS LTD	01/24/12	238 60	MW	OH		
A200352145	195016	SUTHERLAND LUMBER SOUTHWEST I	01/24/12	189 43	MW	OH		
A200352146	706657	TASER INTERNATIONAL INC	01/24/12	69 95	MW	OH		
A200352147	410529	TAYLOR, ANGELA M	01/24/12	515 50	MW	OH	B7	
A200352148	704437	TEES N MORE	01/24/12	1,050 00	MW	OH		
A200352149	711926	TEGRITY HOMES, LLC	01/24/12	63,030 53	MW	OH		
A200352150	202804	TENNILLE INC	01/24/12	28 00	MW	OH		
A200352151	703876	TERRACON CONSULTANTS INC	01/24/12	7,076 13	MW	OH		
A200352152	405881	TEXAS AGRILIFE EXTENSION	01/24/12	70 00	MW	OH		
A200352153	703336	TEXAS CRIMINAL JUSTICE INFORM	01/24/12	35 00	MW	OH		
A200352154	401245	TEXAS DEPARTMENT OF PUBLIC SA	01/24/12	80 00	MW	OH		
A200352155	701189	TEXAS ENVIRONMENTAL LAW ENFOR	01/24/12	125 00	MW	OH		
A200352156	202267	TEXAS PARKS AND WILDLIFE DEPT	01/24/12	1,980 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352157	202267	TEXAS PARKS AND WILDLIFE DEPT	01/24/12	126 30	MW	OH		
A200352158	202267	TEXAS PARKS AND WILDLIFE DEPT	01/24/12	295 00	MW	OH		
A200352159	406578	TEXAS STATE UNIVERSITY SAN MA	01/24/12	350 00	MW	OH		
A200352160	714200	THE LOVEIN LAW FIRM P C	01/24/12	36 46	MW	OH		
A200352161	406147	THOMA, JOHN	01/24/12	275 00	MW	OH	B7	
A200352162	700925	TPAVIS COUNTY	01/24/12	773 00	MW	OH		
A200352163	/11227	TRIPLE B SERVICES LLP	01/24/12	279 884 95	MW	OH		
A200352164	703929	TXU ENERGY RETAIL COMPANY LP	01/24/12	437 74	MW	OH		
A200352165	709761	USA MOBILITY WIRELESS INC	01/24/12	36 76	MW	OH		
A200352166	402812	UTMB	01/24/12	21 157 09	MW	OH		
A200352167	400116	VELAMI INVESTMENTS INC	01/24/12	100 00	MW	OH	RE	
A200352168	713899	VIGILANT VIDEO INC	01/24/12	4,330 00	MW	OH		
A200352169	712225	VILLA, CLAUDIA R	01/24/12	276 25	MW	OH	B7	
A200352170	233494	W C S INDUSTRIES INC	01/24/12	106 49	MW	OH		
A200352171	713777	WATERWALL CHASE	01/24/12	63 24	MW	OH		
A200352172	701533	WEST PUBLISHING CORPORATION	01/24/12	35,602 80	MW	OH		
A200352173	700312	WOOD, GEORGE	01/24/12	100 00	MW	OH	RE	
A200352174	711403	WRIGHT, ANDREW A	01/24/12	318 94	MW	OH	B7	
A200352175	401705	WW GRAINGER INC	01/24/12	944 70	MW	OH		
A200352176	708718	YAP, SUK YUN	01/24/12	81 00	MW	OH		

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

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	4727,774 04	Number of Checks Processed	253
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	4727 774 04		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000340	161059	BOB PAGAN FORD INC	01/24/12	814 42	CX	OH		
F600000341	712005	CIANBRO/BRASFIELD & GORRIE II	01/24/12	1337 342 36	CX	OH		
F600000342	711931	DSW HOMES LLC	01/24/12	571,860 56	CX	OH		
F600000343	071118	GALVESTON NEWSPAPERS INC	01/24/12	3,742 73	CX	OH		
F600000344	403006	KEYWORTHS HARDWARE INC	01/24/12	12 86	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	1913,772 93	Number of Checks Processed	5
S U B T O T A L	1913 772 93		

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

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	4727,774 04	Number of Checks Processed	253
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	1913 772 93	Number of Checks Processed	5
G R A N D T O T A L	6641,546 97		

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00352180	**Payee Name: JP MORGAN CHASE**		
JANUARY 2012	1101000000 - 1809009	General Fund - P Card #1793	204 846 99
		Warrant Total:	**204,846.99**
Warrant #: VW 00352182	**Payee Name: SUN COAST RESOURCES INC**		
91115845	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91115848	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91115872	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
		Warrant Total:	**150.00**
		FUND 1101 TOTAL:	**204,996.99**
FUND: 2220 Adult Probation Fund			
Warrant #: VW 00352180	**Payee Name: JP MORGAN CHASE**		
JANUARY 2012	2220000000 - 1801184	Adult Probation Fund - P Card #6438	102 68
		Warrant Total:	**102.68**
		FUND 2220 TOTAL:	**102.68**
FUND: 2230 Juvenile Justice Fund			
Warrant #: VW 00352180	**Payee Name: JP MORGAN CHASE**		
JANUARY 2012	2230000000 - 1801040	Juvenile Justice Fund - P Crd #8253	933 69
		Warrant Total:	**933.69**
		FUND 2230 TOTAL:	**933.69**
FUND: 2240 Sheriff's Commissary Fund			
Warrant #: VW 00352180	**Payee Name: JP MORGAN CHASE**		
JANUARY 2012	2240000000 - 1801175	Sheriff Commissary Fund - P Card #0065	13,352 62
		Warrant Total:	**13,352.62**
		FUND 2240 TOTAL:	**13,352.62**
FUND: 2242 Sheriff's Seizure Aft 10/89			
Warrant #: VW 00352180	**Payee Name: JP MORGAN CHASE**		
JANUARY 2012	2242000000 - 1801110	Sheriff Seizure after 10/89 - P Card #6446	354 36
		Warrant Total.	**354.36**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info	Amount
	FUND 2242 TOTAL:	**354.36**

FUND: 2260 Emergency Management Fund

Warrant #: VW 00352180 **Payee Name: JP MORGAN CHASE**

JANUARY 2012	2260000000 - 1801177 Emergency Management - P Card #9487	141 24
	Warrant Total:	**141.24**
	FUND 2260 TOTAL:	**141.24**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00352180 **Payee Name: JP MORGAN CHASE**

JANUARY 2012	2301000000 - 1802004 Road and Bridge Fund - P Crd #7301	1,706 45
	Warrant Total:	**1,706.45**
	FUND 2301 TOTAL:	**1,706.45**

FUND: 2410 Mosquito Control District Fund

Warrant #· VW 00352180 **Payee Name: JP MORGAN CHASE**

JANUARY 2012	2410000000 - 1803007 Mosquito Control District - P Card #3257	1,825 06
	Warrant Total:	**1,825.06**
	FUND 2410 TOTAL:	**1,825.06**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00352180 **Payee Name· JP MORGAN CHASE**

JANUARY 2012	2864000000 - 1801058 Galv Co Auto Crimes Task Force - P Card #3523	497 54
	Warrant Total:	**497.54**
	FUND 2864 TOTAL:	**497.54**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00352178 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

1277766	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	32,050 98
	Warrant Total:	**32,050 98**

Warrant #· VW 00352180 **Payee Name: JP MORGAN CHASE**

JANUARY 2012	2914000000 - 1800127 CDBG Housing Program - P Card #5212	224 34
	Warrant Total:	**224.34**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Invoice Number	Account Info		Amount
		FUND 2914 TOTAL:	**32,275.32**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00352179 **Payee Name: DANNENBAUM ENGINEERING CORP**

4157100511	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	4,188 62
4157XX5511	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	75,000 00
		Warrant Total:	**79,188.62**
		FUND 3310 TOTAL:	**79,188.62**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00352177 **Payee Name: BINKLEY & BARFIELD INC**

16772	3312312111 - 5731134	Non-County Roads - Stewart Rd Re-Aligned	12,751 00
16773	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	28,715 95
		Warrant Total:	**41,466.95**

Warrant #: VW 00352181 **Payee Name: PATE ENGINEERS INC**

0118965	3312312111 - 5731125	Non-County Roads - Hanson Road	496 50
0118966	3312312111 - 5731126	Non-County Roads - Owens Drive	9,782 77
		Warrant Total:	**10,279.27**
		FUND 3312 TOTAL:	**51,746.22**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 01/24/2012

Approved Order to pay by Commissioners Court this day January 24th, 2012.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

ATTEST:

Dwight D. Sullivan, County Clerk

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352177	711556	BINKLEY & BARFIELD INC	01/24 12	41 466 95	MW	OH		
A200352178	712308	BURGHLI HOMES PROMENADE HOMES	01/24/12	32 050 98	MW	OH		
A200352179	400093	DAUNENBAUM ENGINEERING CORP	01/24/12	79 188 62	MW	OH		
A200352180	410475	JP MORGAN CHASE	01/24/12	223,984 97	MW	OH		
A200352181	702817	PATE ENGINEERS INC	01/24/12	10,279 27	MW	OH		
A200352182	405722	SUN COAST RESOURCES INC	01/24/12	150 00	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	387,120 79	Number of Checks Processed	6
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	387,120 79		

AGENDA ITEM #4b

ORDER

On this the 24th day of January 2012, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO. 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Jan 18th, 2012 and being salary warrant numbers **PY0333133 through PY0333149 and EFT90322810 through EFT90324100 .** The gross amount of such warrants are estimated· **$2,852,204.47 for Biweekly Payroll #02, 2012.**

UPON MOTION OF COUNTY Judge Mark Henry AND SECONDED

BY COMMISSIONER O'Brien THE ABOVE ORDER WAS PASSED THIS 24th DAY

OF January, 2012 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

Mark Henry, County Judge

ATTEST:

Dwight D Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #4c

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

LaToya Jordan
First Assistant, I T. System

January 24, 2012

Honorable Judge Mark Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court

Attached for your consideration is the report of the surprise cash count that was performed on November 18, 2011, for the Constable, Precinct 1 office

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Honorable Don Cherry
Constable, Precinct 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

LaToya Jordan
First Assistant, I.T Systems

Date: January 24, 2012

To: Cliff Billingsley, CPA
County Auditor

From: Mike Guffey
Internal Auditor II

Re: Constable, Precinct 1 Cash Count

A cash count of Constable, Precinct 1 was conducted on November 18, 2011 The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise case count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants, the receipt book issued to the Constable's office and their monthly "Report of revenue and fees collected". The report is due within 5 business days after the end of each month in accordance with LGC 114 001(b).

- All collections were accounted for at the time of the surprise cash count.
- All receipts were up to date and accounted for.
- The report of revenue and fees collected was timely and turned in with the cash count
- Deposits for the month were up to date and accounted for.

We wish to thank Constable Cherry and his staff for their cooperation and assistance.

cc: Ron Chapa, CPA
Michael Allison
Honorable Don Cherry, Constable Precinct 1

AGENDA ITEM #4d

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

LaToya Jordan
First Assistant, I.T System

January 24, 2012

Honorable Judge Mark Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court·

Attached for your consideration is the report for the surprise cash count that was performed on January 6, 2012 for the Community Supervision and Corrections Department

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Ms Janis Bane
CSCD Director

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

LaToya Jordan
First Assistant, I T. System

Date: January 24, 2012

To: Cliff Billingsley, CPA
County Auditor

From: Mike Guffey
Internal Auditor II

Lori McWhirter
Internal Auditor II

Re: CSCD Cash Count

A surprise cash count of the Community Supervision and Corrections Department was conducted on January 6, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner We also assessed the internal controls over cash within the Department

- All collections were accounted for at the time of the surprise cash count.
- The $100.00 change fund was accounted for at the time of the surprise cash count.
- Internal controls over cash are sufficient.

We wish to thank Ms. Bane and her staff for their cooperation and assistance

cc Ron Chapa, CPA
Michael Allison
Janis Bane, CSCD Director

AGENDA ITEM #5

Summary of Bi-Weekly Personnel Movements

Pay Period #25 . November 24 - December 7, 2011

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	1 00						0							0						0
Facilities	20 0						0							0						0
Professional Services	6 0						0							0						0
Road District #1	4 0						0							0						0
County Judge	4 0						0							0						0
County Commissioners	8 0						0							0						0
Tax Office	51 0						0							0						0
County Auditor	33 0						0							0						0
County Clerk	43 0	1					1							0						0
County Clerk Records Mgmt	9.0						0							0						0
County Clerk Elections	5 0				1		1							0						0
Purchasing Agent	8 0						0							0			1			1
County Treasurer	7 0						0	1						1			1			1
Veterans Service	3 0						0							0						0
Human Resources	5 0	1					1							0						0
County Legal	6 0						0							0						0
Justice Administration	6 0						0							0						0
District Courts	19 0						0							0						0
County Courts	9 0						0							0						0
County Probate Court	6 0						0							0						0
Justice Courts	44 0						0							0						0
District Clerk	50 0				1		1			2				2						0
District Attorney/Jury & Trial	73 0						0							0						0
Pre-Trial Release	7 0						0							0						0
Sheriff	513 0						0				1			1						0
Constables	46.0	1					1							0						0
Social Services	12 0						0							0						0
Child Welfare	1 0						0							0						0
Senior Services	22 0						0							0						0
Emergency Management	6 0						0							0						0
Extension Services	9 0						0							0						0
County Engineer	7 0						0							0						0
Building Inspector	2 0						0							0						0
Community Services	3 0						0							0						0
Information Technology	51.0						0							0		3				3
County Parks	44 0						0	1						1						0
Beach Parks	2 0						0							0						0
Museum	2 0	1					1							0						0
Road & Bridge/Drainage/Beach	73 0						0							0						0
County Health District	9.0						0							0						0
Law Library	1 0						0							0						0
Juvenile Probation	68 0				1		1							0						0
Courthouse Security	4 0						0							0						0
Mosquito Control	13 0						0							0						0
Right of Way	1 0						0							0						0
Seawall Maintenance	6 0						0							0						0
Housing & Economic Dev	6 0						0							0		1				1
Grand Total	1328 0	4	0	0	3	0	7	2	0	2	1	0	0	5	0	4	2	0	0	6
Job Applications Received	52																			

Revised 10/11

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 11/24/2011 thru 12/7/2011

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	COMEAUX, CELESTE L	FTBE	28 DEPUTY COUNTY CLERK		12/7/2011	10A1	$27,238	1,047 62 B	APPT
114030	Election Expense	CARRIO, JOHN S	PTEL	500 ELECTION WORKER-TEMP	12/1/2011		0000	$10,400	10 00 H	APPOINTMENT
126100	District Clerk	ARMSTRONG, KENNETH A	FTBE	529 DEPUTY DISTRICT CLERK	12/5/2011		10A1	$27,238	1,047 62 B	APPOINTMENT
126100	District Clerk	OLVEDA, SERGIO J	FTBE	28 DEPUTY DISTRICT CLERK	12/1/2011		10A1	$27,238	1,047 62 B	REASSIGNMENT
126100	District Clerk	REDMOND, SARA N	FTBE	15 DEPUTY DISTRICT CLERK	12/1/2011		10A1	$27,238	1,047 62 B	REASSIGNMENT
151500	Tax Assessor/Collector	KENNON, RICKY G	FTBE	17 PROPERTY TAX SPECIALIST	12/1/2011		11C1	$30,065	1,156 38 B	RET
151600	County Treasurer	BAILEY, MARCIE L	FTBE	3 PAYROLL MANAGER	12/1/2011		20A1	$44,632	1,716 65 B	PROMOTION
151600	County Treasurer	WILSON, LINDA B	FTBE	3 PAYROLL MANAGER		11/30/2011	20K1	$57,133	2,197 46 B	TERMINATION
151800	Purchasing	DYER, VICTORIA K	FTBE	4 SENIOR BUYER		11/30/2011	16L1	$48,064	1,848 65 B	TERMINATION
152500	Administration (even)	BOCK, BRENDA A	FTBE	1 HOUSING & ECONO DEV		12/7/2011	23D1	$64,641	2,486 23 B	TERMINATION
155000	Human Resources	COWSER, ALISHA	FTBE	6 HUMAN RESOURCES ASSISTANT		12/7/2011	12A1	$30,065	14 45 H	APPOINTMENT
159100	Information Technology	BRICKER, BRADLEY G	FTBE	15 ASSISTANT		12/7/2011	25M1	$98,360	3,783 09 B	TERMINATION
159100	Information Technology	GREENE, KIRK M	FTBE	49 ASSISTANT CIO/APPLICATIONS		12/7/2011	25O1	$103,339	3,974 61 B	TERMINATION
159100	Information Technology	POWELL, ROBERT A	FTBE	2 CHIEF INFORMATION OFFICER		12/7/2011	28P1	$142,455	5,479 04 B	TERMINATION
223700	Constable Pct #7 - Matranga	STREETER, DAVID	FTBE	7 DEPUTY CONSTABLE-PCT 7	12/7/2011		15A1	$34,867	1,341 05 B	APPOINTMENT
223900	Constable Pct #6 - Comeaux	LOFTIN, RICHARD D	FTBE	228 DEPUTY I		12/7/2011	13D1	$34,016	1,308 34 B	CAREER LADDER
255100	Adult Probation	CLOUD, ROBERT A	FTBE	412 PROBATION OFFICER		11/30/2011	0000	$44,825	1,724 07 B	TERMINATION
256118	Detention	WILLIAMS JR, JAMES E	FTBE	502 JUVENILE SUPERVISION		12/7/2011	0000		0 00 H	APPOINTMENT
513200	Galv Cnty Museum	MOOTY, HELEN D	FTBE	1 MUSEUM DIRECTOR	12/1/2011		19A1	$42,482	1,633 94 B	APPOINTMENT
522020	Parks Division	HERRMANN, PAMELA J	PTBE	103 PARK AIDE	11/24/2011		02C1	$9,640	370 80 B	PROMOTION

* Rate Type H = Hourly, B = Biweekly Salary

7P26

REQUEST FOR PERSONNEL ACTION

David Streeter
Name of Applicant

Address

Social Security Number

TYPE OF ACTION
Appointment
Appointment, Promotion, Transfer, Reassignment, etc

12/07/2011
Effective Date of Action
(MM/DD/YYYY)

CURRENT

Psn#	Grade	Budgeted Title	Bi-Weekly	Hourly
		Deputy	$1341.05	$16.76

Remarks

REQUESTED

Psn#	Grade	Budgeted Title	Bi-Weekly	Hourly
		Deputy Constable	$1341.05	$16.76

Remarks
Former Pct. 3 Reserve Deputy (Should be in System)

Use "Current" and "Requested" if individual is presently employed by the County Use "Requested" ONLY, if the individual is a NEW employee If position is not listed in County Budget, please contact the Human Resources Dept

Constable Pct. 7
Title (Print or Type)

Sam Malanga
Elected Official/Department Head Signature

DEPARTMENTAL BUDGET INFORMATION

223700
IFAS ACCOUNT # (Fund, Cost Center, Object, etc)

IFAS ACCOUNT # (Fund, Cost Center, Object, etc)

IFAS ACCOUNT # (Fund, Cost Center, Object, etc)

Calendar Code _____ Employee Type _____

If position is Grant funded, specify Type NO

In Accordance to FLSA regarding overtime, is position
Exempt ☐ Non-Exempt ☑
Is position FT ☑ HT ☐ PT ☐
Is position benefit eligible? Yes ☑ No ☐
Is position eligible for a car allowance? Yes ☐ No ☑
Is position eligible for a longevity contribution? Yes ☑ No ☐

DEPARTMENTAL EMPLOYEE CLASSIFICATION INFORMATION

Emergency Preparedness Tier Level 1 ☑ 2 ☐ 3 ☐ 4 ☐

Does position require a Commercial Driver's License? Yes ☐ No ☑

Is position classified as a Safety Impact position? Yes ☑ No ☐

FOR HUMAN RESOURCES DEPARTMENT USE

Human Resources Director _____ Annual Budget ☐ Budget Amendment _____

ORIGINAL - Human Resources • Department KEEP COPY FOR YOUR FILES

2012004943

2 PGS

APPOINTMENT OF DEPUTY

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

Know All Men By These Presents

That I, the undersigned, duly elected and qualified as Constable Pct 7 in and for Galveston County, Texas, do hereby appoint

David Streeter

as Deputy(ies) in my office, with full power and authority to do and perform all such official acts as may be lawfully done and performed by me in person.

For Galveston County, Texas

OATH OF OFFICE

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

I, the undersigned, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable Pct 7 in and for Galveston County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State. So Help Me God.

David Streeter

Sworn to and subscribed before me, at Galveston, Texas on this the 6th day of December A.D 2011.

[Seal]

For Galveston County, Texas

By

CAROLYN BRANCH
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
OCTOBER 29, 2013

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012004943

January 31, 2012 11 28 06 AM

FEE $0 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #6

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
JAN 09 2012
GALVESTON COUNTY JUDGE

January 4, 2012

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

Honorable Judge Yarbrough

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

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

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

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

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
8601 EMMETT F LOWRY BLDG 2	TEXAS CITY TX 77591	21-DEC-2011	543219
S 2214 GULF FWY	LEAGUE CITY TX 77573	19-DEC-2011	542979
8601 EMMETT F LOWRY BLDG 6	TEXAS CITY TX 77591	21-DEC-2011	543221
8601 EMMETT F LOWRY BLDG 7	TEXAS CITY TX 77591	21-DEC-2011	543222
8601 EMMETT F LOWRY BLDG 8	TEXAS CITY TX 77591	21-DEC-2011	543223
2917 30TH ST	DICKINSON TX 77539	29-DEC-2011	543729
11030 EDGEBROOK DR	TEXAS CITY TX 77591	20-DEC-2011	543160
11034 EDGEBROOK DR	TEXAS CITY TX 77591	20-DEC-2011	543161
3404 VERDE MEADOW DR	TEXAS CITY TX 77591	20-DEC-2011	543162
2600 CALDER DR	LEAGUE CITY TX 77573	29-DEC-2011	543699
419 SPRING GULLY DR	DICKINSON TX 77539	28-DEC-2011	543640
420 DRY GULLY CT	DICKINSON TX 77539	28-DEC-2011	543641
1623 PELAGO ST	LEAGUE CITY TX 77573	27-DEC-2011	543429
129 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	04-JAN-2012	544059
S 2805 GULF FWY STE A	LEAGUE CITY TX 77573	21-DEC-2011	543249
447 NOTTOWAY CT	LEAGUE CITY TX 77573	29-DEC-2011	543759
445 NOTTOWAY CT	LEAGUE CITY TX 77573	29-DEC-2011	543760
443 NOTTOWAY CT	LEAGUE CITY TX 77573	29-DEC-2011	543761
441 NOTTOWAY CT	LEAGUE CITY TX 77573	29-DEC-2011	543762
442 NOTTOWAY CT	LEAGUE CITY TX 77573	29-DEC-2011	543763
444 NOTTOWAY CT	LEAGUE CITY TX 77573	29-DEC-2011	543764
446 NOTTOWAY CT	LEAGUE CITY TX 77573	29-DEC-2011	543765
8601 EMMETT F LOWRY BLDG 4	TEXAS CITY TX 77591	21-DEC-2011	543220

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
JAN 12 2012
GALVESTON COUNTY JUDGE

January 9, 2012

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

Honorable Judge Yarbrough

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

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

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

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

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
129 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	04-JAN-2012	544059
6555 SOUTH SHORE BLV STE A	LEAGUE CITY TX 77573	05-JAN-2012	544209
908 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	06-JAN-2012	544479

AGENDA ITEM #7a

Galveston County
Legal Department

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

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

Galveston Line (409) 770-5562

Houston Line (281) 316-8300

Fax Line (409) 770-5560

RECEIVED
JAN 12 2012
GALVESTON COUNTY JUDGE

January 12, 2012

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

Re: Claim for Damages
Claimant Mr. James Stubbs
Date of Loss: 10/27/11
Amount $201 52

Gentlemen

This is to inform you that a full and final settlement of the above referenced claim has been made

The facts underlying this claim are that on or about the above referenced date claimant's motor home was damaged in a minor incident wherein debris thrown from a Galveston County Road and Bridge mower struck a window of the motor home and caused damages in the amount of $201 52. The settlement amount represents the full amount of property damages

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check Should you have any questions, please call

Sincerely,

Barry C. Willey

Barry C. Willey

BCW/mfa
cc Mr Layne Harding, Road and Bridge Administrator

AGENDA ITEM #8

Galveston County
Legal Department

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

Galveston Line (409) 770-5562

Houston Line (281) 316-8300

Fax Line (409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

January 13, 2012

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

Re: Release of Lien
Offer $10,670 96
Order of Commissioners Court October 29, 1998,
Property ABST 10 A EDWARDS BLK 36 SAN LEON FM HM TR E 245 OF N 315 Lot 4 N-245 – FM 517 E-315-24TH ST (Corner of FM 517 and 24th Street, San Leon, TX)(CAD# 6246-0036-0004-003)

Gentlemen

This is to recommend that you accept an offer of $10,670 96 in satisfaction of this lien On June 29, 1998, the Commissioners' Court entered an order to abate a nuisance on this property at a cost of $10,670 96 The land was subsequently cleaned by the county's contractor in accordance with the abatement order

Norwood J Ruiz purchased the property at a Sheriff's auction as a tax foreclosed property on June 14, 2005 It is the owner and prospective buyer's contention that the County's interests in the property merged prior to the sale of the property at auction

Although we do not necessarily agree that the County's interests have merged, we believe under the circumstances the waiver of the payment of the interest is reasonable If you choose to accept this offer, I request that you authorize Judge Henry to execute the attached release of lien to be forwarded to the title company in exchange for the agreed amount, the receipt of which will be handled through this office

Should you have any questions, please call

Sincerely,

Barry C. Willey

Barry C Willey

cc Steven Camp

Garret Foskit
Kevin Walsh, County Treasurer

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

RELEASE OF LIEN

WHEREAS, heretofore, the County of Galveston, Texas, by Order filed for record in the Official Public Records of Real Property of Galveston County, Texas, and recorded under instrument number GAC 9849025, 3 pages levied an assessment against the hereinafter described property for costs incurred by the County of Galveston in abating a nuisance as ordered by the Commissioners' Court on June 29, 1998, and

WHEREAS, such assessment, together with all interest due thereon has been paid to the satisfaction of County of Galveston, Texas, and such assessment lien ought to be released,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

The County of Galveston, Texas, acting by and through its duly authorized County Judge being the legal owner and holder of such indebtedness and lien securing the same, does hereby release from the assessment lien created by the Order above described the following described property located in Galveston County, Texas, to-wit

ABST 10 A EDWARDS BLK 36 SAN LEON FM HM TR E 245 OF N 315 LOT 4, N-245 FM 517 E-315-24TH ST, CAD#6246-0036-0004-003 (a/k/a - Corner of FM 517 and 24th St , San Leon, TX 77539)

WITNESS the execution of these presents, this the 24th
day of January, 2012

COUNTY OF GALVESTON, TEXAS

BY: Mark Henry
MARK HENRY,
County Judge

ATTEST

Dwight D. Sullivan
County Clerk

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, 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, in the capacity therein stated, and as the act and deed of the County of Galveston, Texas

Given under my hand and seal of office on this 24th day of January, 2012

Roxana G. Lewis
NOTARY PUBLIC in and for
the State of Texas

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

My Commission Expires

AGENDA ITEM #9

An Interlocal Agreement Authorizing the Consolidation of Vital Statistic Records Currently Located in the Office of the County Clerk of Galveston County With Vital Statistic Records Currently Located in the Offices of the Galveston County Health District

This Interlocal Agreement is being entered into by and between Galveston County and the Galveston County United Board of Health acting on behalf of the Galveston County Health District It is for the consolidation of vital statistic records that are currently located in and maintained by the Office of the County Clerk with vital statistic records that are currently located in and maintained by the Galveston County Health District

Whereas, for many years the Galveston County Health District, under the direction of the Galveston County United Board of Health, has been the Local Registrar of birth and death records of all individuals who have been born in or who have died in one of the municipalities located in Galveston County as well as those who have been born in or who have died in unincorporated areas of Galveston County, and

Whereas, the Health District, upon moving to the Mid-County Annex in early 2012 will continue to have adequate resources necessary to maintain a safe repository for these records, and

Whereas, the County Clerk of Galveston County has heretofore been the Local Registrar and has maintained the birth records of those individuals who were born in all portions of Galveston County during the years of 1903 through a portion of 1951 with the exception of those individuals who were born within the city limits of the City of Texas City during those years, and

Whereas, the County Clerk has heretofore also been the Local Registrar and has maintained the death records of those individuals who died in all portions of Galveston County during the years of 1903 through 1909 and from 1941 through a portion of 1951 with the exception of those individuals who died within the city limits of the City of Texas City during those years, and,

Whereas, over the years, technology and convenience have changed so that it has become more efficient for there to be only one registrar for all such vital statistic records, and

Whereas, the Health District maintains a computer linkup with the State Registrar in order to provide or obtain birth records of individuals not only who were born in Galveston County but throughout the State of Texas, and

Whereas, the citizens of Galveston County would be better served by having all birth and death records registered and maintained in one location by the Health District Accordingly, the County and the United Board of Health wish to provide for this better service by entering into this Interlocal Agreement to transfer all birth and death records currently located in the Office of the County Clerk to the Health District upon its moving to the newly constructed Mid-County Annex in early 2012

Therefore, the parties agree as follows

1 That the Health District will advise the County Clerk of the date they will be moving their offices to the Mid-County Annex located in Texas City, Texas

2 That upon being notified of such move, the County Clerk will transfer all birth and death records currently located in his office to the offices of the Health District

3 That upon receiving delivery of the birth and death records that the Health District, as sole Local Registrar for the County of Galveston and all municipalities located therein, will thereafter be responsible for maintaining such birth and death records in perpetuity and in accordance with state law

4 That the Health District upon receipt of the birth and death records from the Office of the County Clerk will notify the Texas Vital Statistics, Department of State Health Services located in Austin, Texas that it has received such records and will maintain them in perpetuity in accordance with state law

5 That, notwithstanding the date of execution of this Interlocal Agreement by the parties, this Agreement will be effective January 1, 2012 and will remain in effect until modified or rescinded by further action of the parties

Executed effective the 1st day of January, 2012

Galveston County

Mark Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk

Galveston County
United Board of Health

John Zendt
Chairperson

Attest

Walter Treybig III
Secretary

AGENDA ITEM #10

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons (Check all which are applicable.)

(x) Ownership of 10% or more of the voting stock or shares of the business entity.

(x) Ownership of 10% or more of the fair market value of the business entity

(x) Ownership of $15,000 or more of the fair market value of the business entity.

( ) Funds received from the business entity exceed 10% of ** _____ gross income for the previous year

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

*_____ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

***

( ) Real property is involved and _____ have an equitable or legal ownership with a fair market value of at least $2,500

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. #10 dated 1-24-12 (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 24th day of January 2012

DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By: Brandy Chapman
Brandy Chapman Deputy

* ("I" or name of relative or relationship)
** (my, his, her)
*** (I, he, she)

SOUTH LAND TITLE

January 10, 2012

Dwight Sullivan
Galveston County Clerk
600 59th Street
Galveston, Texas 77551

Dear Mr Sullivan.

Please accept the following piece of equipment as a donation to the Galveston County Clerk's office from South Land Title, LLC

Minolta, Model RP 607Z (35mm/16mm) Micro Film Reader

We hope that this equipment will assist you in your office

Sincerely,

Marshall Riedel
Vice President/Title Operations Manager

6710 Stewart Road, Suite 200 • Galveston, Texas 77551 • (409) 744-0727 • Fax (409) 744-3909

★ ***Independently Helping Texans Realize Their Dreams*** ★

AGENDA ITEM #11

Terms of Grant
with
Samson

Galveston County, Tax ID number 74-6000908 ,(' Grantee") accepts a grant (the "Grant") from Samson pursuant to the following terms and conditions of this Terms of Grant ("TOG')

1 **Purpose.** This grant shall be used solely to support the purchase and installation of the Jane Long Memorial obelisk and two historic marker stands located at the Ft Travis park entrance, 900 State Highway 87 Port Bolivar, Texas 77650.
2. **Goal.** Grantee understands that Samson is making this Grant in order to help Grantee accomplish the goal of improving the welfare of Bolivar, Texas.
3 **Grant Term.** The term of the Grant will commence on 1/1/12 and terminate on 4/1/12.
4. **Grant Amount.** The Grant shall be for Twenty Thousand Dollars ("Grant Amount") ($20,000)
5 **Reporting.** In order to receive this Grant, Grantee agrees to send Samson the following documents ("Required Documentation")·
    a On or before 1/16/2012 a full executed copy of this TOG;
    b Samson will be provided a budget and bid for the obelisk and two historic marker stands;
    c Samson will be provided a document from the county authorizing a vendor to construct the obelisk and two historic marker stands;
    d Samson will be provided a purchase order and a service contract;
    e. Samson will be provided a copy of the invoice from the vendor to Grantee and documentation showing that the invoice was paid
6. **Payment.** Grantee understands that
    a. Samson intends to pay this Grant in full on the 30th day of the month following the month in which a signed copy of this TOG is received by Samson, and
    b Samson's payments are subject to a satisfactory review of Required Documentation including budget and cash flow statements indicating expenditures sufficient to warrant full payment, and
    c. Samson may choose to pay all or some of this Grant from sources other than Samson itself, in which case payments may be delayed by as much as two (2) weeks from the standards listed above In the event Grantee does not receive its payment within fifteen (15) days of anticipate due date, it understands it should contact Samson
7 **Project Budget.** Grantee understands that Samson is relying on the financial information and budget Grantee submitted in making the Grant
8 **Samson Requests.** Grantee will respond promptly to all requests from Samson (or its agents) for reports on the manner in which the Grant has been expended and/or on the progress of the Project. Grantee agrees to keep Samson apprised of any significant changes that may occur in the Project on a timely basis and it invite Samson representatives to observe and/or participate in such meetings about the Project as may be appropriate

9 **Recognition of Samson.** Grantee agrees to recognize Samson's contribution to the Project by placing Samson's name and logo, in a form approved by Samson, at the Jane Long Memorial purchased using the Grant Grantee agrees to acknowledge the support of Samson in all publicity disseminated in connection with the Project and in a manner mutually acceptable to Samson and the Grantee Grantee also agrees to include Samson whenever it recognizes and/or otherwise acknowledges contributions from other donators who have agreed to provide funding for the Project in an amount similar to the Grant Amount

10 **Web Site** Grantee agrees to allow Samson to place a link to its website, where available, and/or to provide relevant contact information on the Samson site so that readers might easily contact Grantee to learn more about the Project

11 **Promotional Event.** Grantee agrees to allow Samson to participate and host a dedicationevent at the site of the Jane Long Memorial

12 **Certification.** I certify that.

a The appropriate officials of Grantee have approved the acceptance of this Grant on the terms stated above

b Grantee certifies they own the property on which the project is to be completed Grantee approved the improvements. There are no limitations or restrictions on Grantee's ability to carry out the terms of the Grant or the Project.

c. Grantee will remain in compliance with all the terms of this TOG throughout the term of the Grant

Samson

By (Signature) _____

Name (Print) Stephen Trujillo

Title Regulator Affairs Manager

Date 30 JAN 2012

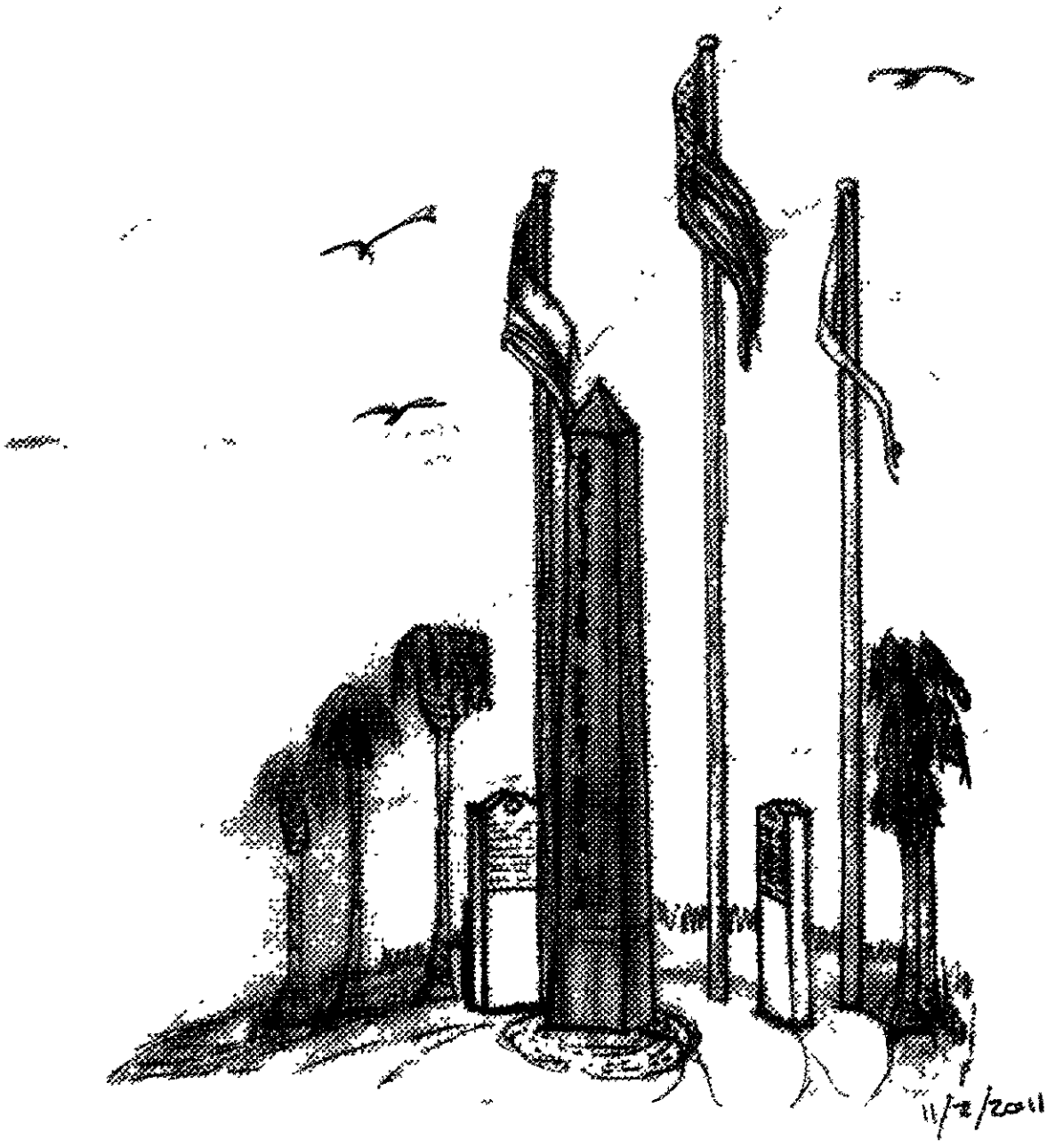
Galveston County

By (Signature) _____

Name (Print) Mark Henry

Title County Judge

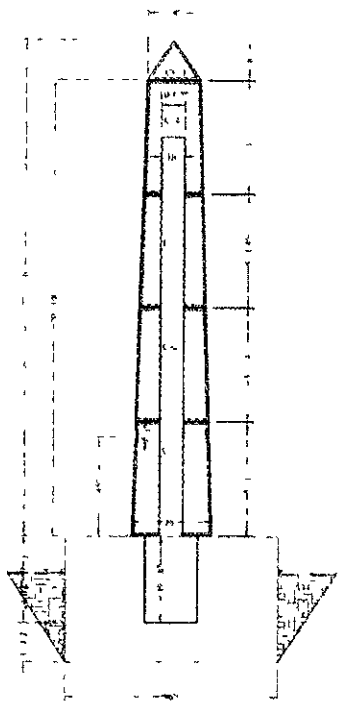
Date 1-24-2012



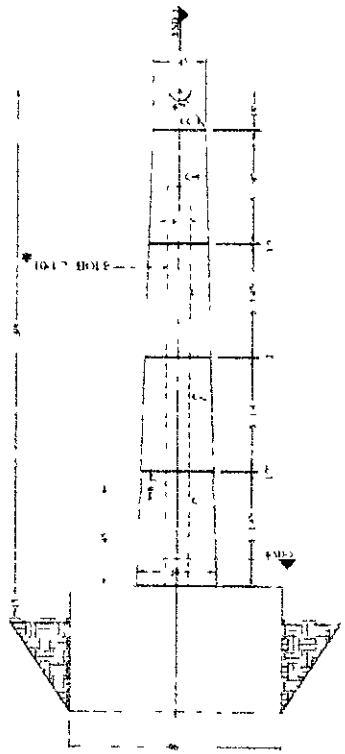
Concrete obelisk & marker bases
semi circular arrangement

MYRIAD STONE

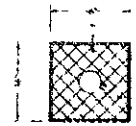
SD-1_ BOLIVAR HISTORIC MARKERS OBELISK "MYRIAD STONE"			
ITEM NUMBER	QTY	CU FT	DESCRIPTION
C1			COL MN CAP 31-1/4" STRETCHER SEE DRAWING
C2	1		COL MN CAP 31-1/4" STRETCHER SEE DRAWING
C3	1		COL MN CAP 31-1/4" STRETCHER SEE DRAWING
C4	1		COL MN CAP 31-1/4" STRETCHER SEE DRAWING
O	1		PYRAMID COLUMN CAP 24" x 24" x 18"
Total Cubic footage for this cut list		0.00	



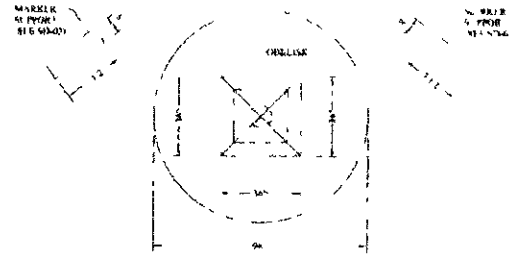
3 OBELISK
SECTION



2 OBELISK
ELEVATION



4 SECTION
CUT SECTION



1 OBELISK & MARKERS SUPPORTS
PLAN VIEW

ALL MORTAR JOINT ARE 1/2"
UNLESS NOTED OTHERWISE
= BACK OF STONE
= EXPOSED FACE OF STONE

PROJECT
BOLIVAR HISTORIC MARKERS OBELISK
REVISIONS

AHI

AHI Supply Company, LP

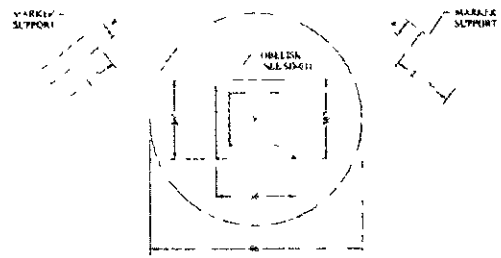
SD 01

MYRIAD STONE

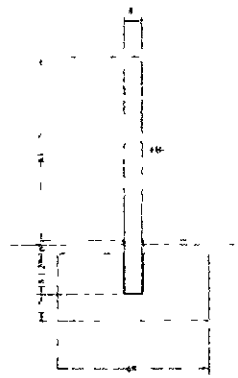
MYRIAD STONE

SD-02_BOLIVAR HISTORIC MARKERS MAKERS SUPPORTS "MYRIAD STONE"

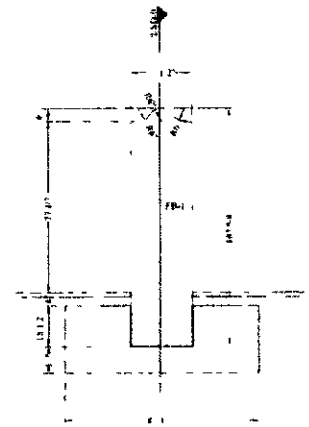
ITEM NUMBER	QTY	CU FT	DESCRIPTION
[illegible]	[illegible]		[illegible]
Total Cubic footage for this cut list		0.00	



3 OBELISK & MARKERS SUPPORTS
PLAN VIEW



2 MARKER SUPPORTS
SECTION



1 MARKER SUPPORTS
ELEVATION - 2 REQUIRED

1 PROFILE
1 REQUIRED

ALL MORTAR JOINT ARE 3/8" UNLESS NOTED OTHERWISE
- BACK OF STONE
——— - EXPOSED FACE OF STONE

PROJECT
BOLIVAR HISTORIC MARKERS MARKER SUPPORTS
REVISIONS

AHI Supply Company LP

SD-02

MYRIAD STONE

AGENDA ITEM #12

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 10th day of January, 2012 by and between Hon Dwight D Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Mayor on behalf of City of Texas City ("Contracting Authority")

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit.
Purpose of Election: MAY 2012 Election

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

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

1 1 Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127 096-127 098 and §§129.021-129 023 The first test shall be conducted at least five days prior to the election In addition, it will be performed during normal business hours and be open to the public
[Cost The cost for publishing the notice will be split equally between all the entities involved See attached Fee Schedule]

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

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

For additional Duties of the Contacting Officer see the table below

RECEIVED
12 JAN 10 AM 10: 34
Dwight D. Sullivan
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

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

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

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

2 4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005 With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections Texas Election Code §85 005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide

2 5 In accordance with Texas Election Code §4 008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day

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

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

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

2 9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2 7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2 10 As required by § 67 017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day

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

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

2 13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

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

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

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

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

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

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

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

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

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Selection of Services:

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

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

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

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

3. Compensation, Billing, and Payment.

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

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties As noted in paragraph 2 14, the Contracting Authority shall pay $100 per Early Voting and Election Day polling location within its jurisdiction to help defray the $7,400 cost of hiring this part time help.

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

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

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

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

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

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

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

4. Voting System.

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

5.Authorized Representatives.

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

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

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

6. General Provisions.

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

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

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

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

As set forth in Texas Election Code §31 099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor

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

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

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

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

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

Contracting Authority:

Nick Finan, City Secretary
City of Texas City
1801 9th Ave. N.
Texas City, TX 77590
Phone: 409 643-5927
Email. nfinan@texas-city-tx.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

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Executed this 24th day of January, 2012

Contracting Officer

Dwight D Sullivan

Contracting Authority:

Name. Matthew T. Doyle

( ) City Manager (X) Mayor

( ) Superintendent ( ) President

( ) Chair County Executive Committee

( ) City Secretary ( ) Other

Received and Filed:

Galveston County

Hon Mark Henry

County Judge

Attest:

Dwight D. Sullivan

County Clerk

Date: 1-24-12

Date Copy of Agreement Furnished to County Treasurer _____

Date Copy of Agreement Furnished to County Auditor _____

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

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

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

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

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Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 17th day of January, 2012 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Liz Payne, Co-Interim Superintendent on behalf of Texas City Independent School District ("Contracting Authority").

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

MAY 12, 2012	**JUNE 23, 2012**
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.

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

1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127 096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127 098 and §§129.021-129 023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public.
[Cost The cost for publishing the notice will be split equally between all the entities involved. See attached Fee Schedule]

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

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

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

FILED
12 JAN 19 AM 11:28
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

2 9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2 5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

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

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

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

2 13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

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

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

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

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

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

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

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

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

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Selection of Services:

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

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

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

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

3. Compensation, Billing, and Payment.

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

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

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

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

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

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

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

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

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

4. Voting System.

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

5.Authorized Representatives.

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

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

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

6. General Provisions.

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

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

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

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

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

the County Treasurer and the County Auditor.

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

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

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

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

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

Contracting Authority:

Liz Payne, Co-Interim Superintendent
Texas City I. S. D.
1700 9th Avenue North
P. O. Box 1150
Texas City, TX 77592-1150
Phone: 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.

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Executed this 24th day of January, 2012.

Contracting Officer:

Dwight D. Sullivan

Dwight D. Sullivan

Contracting Authority:

Liz Payne

Name: Liz Payne

( ) City Manager ( ) Mayor

(X) Superintenden ( ) President

( ) Chair County Executive Committee

( ) City Secretary (X) Other - Co-Interim Superintendent

Received and Filed:

Galveston County

Mark Henry

Hon. Mark Henry

County Judge

Attest:

Dwight D. Sullivan

Dwight D. Sullivan

County Clerk

Date: 1-24-12

Date Copy of Agreement Furnished to County Treasurer: _____

Date Copy of Agreement Furnished to County Auditor: _____

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

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

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

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

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AGENDA ITEM #13

Texas Indigent Defense Commission
Statement of Grant Award
FY2012 Formula Grant

Grant Number.	212-12-084
Grantee Name	Galveston County
Program Title	Formula Grant Program
Grant Period	10/01/2011-9/30/2012
Grant Award Amount	The sum of $5000 00 and 1 158300% of the remaining funds budgeted for FY12 formula grants by the Commission Based on the initial funds budgeted, this amount is estimated to be **$129,286**

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by **February 5, 2012.** The grantee will not receive any grant funds until this notice is executed and returned to the Commission

Standard Grant Conditions

- The authorized official for the grantee accepts the grant award
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on September 12, 2011, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below

Signature of Authorized Official

Mark Henry, County Judge
Name & Title (must print or type)

1-24-12
Date

AGENDA ITEM #14

County of Galveston
Fair Housing Activity Statement – Texas

Recognizing that each jurisdiction is unique, this Fair Housing Activity Statement - Texas is intended to be used in conjunction with the AI as a form to help the applying jurisdictions perform assessments of their impediments to fair housing choice, plan actions to address identified impediments, and communicate their plans to the State of Texas and HUD.

BEFORE beginning to fill out this form, each jurisdiction should

(1) Participate in the regional FHAST Form training
(2) Review the 2010 Texas Interim AI in detail,
(3) Gather relevant information (see instructions in Appendix A),
(4) Convene a FHAST Working Group to assess the data collected in #2 and fill out the FHAST form (see instructions in Appendix A)

Impediment #1	Protected classes may experience disparities in home mortgage lending and high cost loans

No local action is required at this time.

Impediment #2	There is inadequate information available to the real estate community, governments and the public about fair housing requirements and enforcement procedures

No local action is required at this time.

Impediment #3	The public is not sufficiently aware of their Fair Housing rights and how to obtain the assistance necessary to protect those rights

1 Consistent with the Fair Housing Act, TDHCA, TDRA, and funded sub-recipients should continue to promote and conduct events to celebrate April as Fair Housing Month, and direct sub-recipients to do the same These events can demonstrate support for fair housing and build awareness

☒ We will commit to undertake Fair Housing Month activities (Check all that apply)

☒ Passage of a resolution by our governing body

☐ Activities in schools

☒ Placing posters in public buildings

☐ Governing body will hold a special hearing to solicit input from the community

☐ Other Please specify

When will you undertake these activities? ☐ 2011 ☒ 2012 ☐2013

☐ Not Applicable (Explain)

2 Consistent with the Fair Housing Act, TDHCA, TDRA and funded sub-recipients have historically conducted fair housing activities at various times of the year and should continue to fund, depending on sufficient appropriations, or collaborate with public and private agencies, organizations and groups to plan and conduct fair housing activities

☒ We will conduct/sponsor/fund fair housing activities at various times of the year other than "April as Fair Housing Month" Galveston County will plan and conduct fair-housing workshops quarterly in various locations around the county to distribute educational materials and to gather public comment Feedback from citizens will then be used to develop more targeted outreach programs See draft calendar of events, Attachment 1

When will you do this? ☐ 2011 ☒ 2012 ☐2013

☐ Not Applicable (Explain)

Impediment #4	"Not in my Backyard" (NIMBY) may be an impediment to fair housing in Texas communities

1 NIMBY opposition needs to be anticipated and planning and outreach should occur on the front end of projects To mitigate defensive and reactive responses, planning should include strategies for education, outreach and marketing that provide accurate information and promote the positive aspects and benefits of affordable housing to build support among community residents [1]

2. Specific examples of prior actions by communities are listed in HUD's Fair Housing Guide Volume 2 pages 7-106 -- 7-110 and includes a number of examples that communities have used to mitigate NIMBY opposition Generally communities should consider
   - Working with local officials, editorial boards, religious and civic organizations and other community leaders to initiate education programs
   - Seeking opportunities to present information to community organizations by requesting to be placed on their meeting agendas
   - Including a visit to the Group Home residence as part of an education program
   - Answering all questions
   - Talking with local neighborhood leaders, including elected representatives, and setting up a neighborhood meeting
   - Setting up a liaison committee consisting of advocates, group residents, and neighborhood residents to discuss issues

[1] "In the face of NIMBY attitudes grantees can adopt a stance that in essence goes along with them or strongly counters such sentiments with positive actions to overcome them and allay fears and concerns with facts " HUD's Fair Housing Guide Volume 2, pg 7-106

- Identifying areas that meet AFFH targets where the community supports development, has worked with community groups and potentially uses funds to assist the development of multi-family affordable housing

☐ We have developed an anti-NIMBYism action plan [Attach a copy or description]

☒ We will develop an anti-NIMBYism action plan The Fair Housing Work Group will develop the plan with input from citizens and the approval of the Galveston County Commissioners Court

When will you do this? ☐ 2011 ☐ 2012 ☒ 2013

☐ Not Applicable (Explain)

Impediment #5	Certain governmental policies and practices may not meet current HUD policy concerning affirmatively furthering fair housing Jurisdictions should act to ensure that their policies and procedures affirmatively further fair housing, address mal-distribution of resources, and that they do not unnecessarily impact housing choice

1 As part of certifying that a community is affirmatively furthering fair housing, jurisdictions that have long-term infrastructure plans should review them to determine if the plan promotes racial concentrations or otherwise inadvertently results in disparate treatment of members of protected classes While not intended to direct a community to hire a consultant, it is anticipated that a community will review its long-term infrastructure plans as part of this recommended action In reviewing the project list in Appendix F there are many projects that are listed as being of community-wide benefit The records do not indicate the actual location of projects or provide adequate discussion of how the projects benefit the entire community

☐ We have a long-term infrastructure plan and will review the plan to determine if it promotes racial concentrations or otherwise inadvertently results in disparate treatment of members of protected classes as it relates to the availability of housing

When will you do this? ☐ 2011

☐ Not Applicable (Explain)

☒ We have already collected information on the locations of protected populations and have adequate information for ensuring that new projects with "countywide benefits" will not perpetuate illegal differences in treatment Galveston County has prepared four applications for CDBG disaster relief funded projects where protected populations are located within the County's unincorporated areas Most, if not all, of the projects proposed with the remaining funds will serve protected classes as well In all cases, new projects with countywide benefits will be reviewed to ensure they do not perpetuate illegal differences in treatment

☒ We will use the information in Appendix (X) of the AI to ensure that proposed projects do not perpetuate illegal differences in treatment

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

2 As it has been determined under federal law that Fair Housing applies to all federal housing and community development funds, to reduce "siloing" the fair housing component into only housing-related programs, fair housing should be considered in all activities for all local community planning staff

☐ We have determined that consideration of Fair Housing implications has already been incorporated into all aspects of planning in this jurisdiction [Please attach supporting documentation]

☒ We will review and insure that Fair Housing implications are addressed in all aspects of planning in this jurisdiction in a manner consistent with the guidelines provided by the state at the FHAST form training and maintain documentation of that review

When will you do this? ☐ 2011 ☒ 2012 ☐ 2013

☐ Not Applicable (Explain)

3 It would be beneficial for local elected officials to require senior staff of any subrecipient such as a city or county—including managers and attorneys—to receive available Fair Housing training within the first 12 months of their employment or engagement

☐ We have a policy in place providing for all senior staff – including managers and attorneys – to receive Fair Housing training within their first 12 months on the job, and for long-term senior staff to receive regular updated training [Attach copy of policy]

☒ We do not have such a policy and will develop and implement one

When will you do this? ☐ 2011 ☒ 2012 ☐ 2013

☐ Not Applicable (Explain)

4 As part of what is usually a common initial training by the associations that provide education opportunities for newly-appointed board members or newly-elected council or commissioners court members of cities and counties, the state should request that training include specific information on the Fair Housing Act—with a discussion of affirmatively furthering fair housing obligations

No local action is required at this time.

5 Local communities should consider limiting the concentration of infrastructure improvements like wastewater treatment, solid waste disposal, or similar necessary but not desirable infrastructure projects in residential areas where there are concentrations of protected classes

☐ We have an official policy that limits the concentration of certain infrastructure improvements [Attach a copy]

☐ We have official policies and procedures that take the location of protected classes into account when deciding where to locate undesirable infrastructure improvements [Attach a copy]

☒ We do NOT have limits on the concentration of undesirable infrastructure improvements or policies and procedures that take the residential location of members of protected classes into account, but will develop formal limits or official policies and procedures

When will you do this? ☐ 2011 ☒ 2012 ☐ 2013

☐ Not Applicable (Explain)

6 Communities electing to provide publicly financed housing incentives should be requested to call for recipients to engage in affirmative marketing

☐ We have a policy requiring Affirmative Marketing Plans from developers seeking tax abatements or other supports for new housing

☐ We do not have such a policy and will develop and implement one

When will you do this? ☐ 2011

☒ Not Applicable (Explain)

Galveston County does not have plans or resources to provide publicly financed housing incentives Galveston County's Housing Program does, however, have a program for affirmative marketing, and this marketing plan is included as Attachment 2

7 If a jurisdiction is a non-entitlement community, when working in LMI areas to replace roads or other infrastructure, the jurisdiction should consider making application for additional sources of funding to provide assistance to repair substandard housing associated with the project (i e , TDHCA or HUD)

☐ We formally consider accessing supplementary funds when infrastructure proposals are developed [Attach policies]

☒ We have not consistently done this in the past and we will develop a process to formally consider making housing funding applications when funds for infrastructure projects are sought

When will you do this? ☐ 2011 ☐ 2012 ☒ 2013

☐ Not Applicable (Explain)

8 Most infrastructure projects take into account items like curb cuts, sidewalks, hearing and visually impaired indicators at intersections When approving non-federally funded projects, similar special needs construction should be required for infrastructure improvements Projects should also address other legacy discrimination issues, such as accessibility in public areas like courthouses, community centers and other high traffic areas

☒ We currently require that applications for non-federally-funded infrastructure projects are ADA compliant and address other legacy discrimination issues
☐ We do not have such a requirement We will develop one

When will you do this? ☐ 2011

☐ Not Applicable (Explain)

9 Each jurisdiction applying for Community Development Block Grant funds or other federal housing and community development funds should submit a Fair Housing Activities Statement – Texas (FHAST) with their application, reviewing their infrastructure needs and housing needs and how the proposed activity promotes fair housing or results in more equitable treatment of protected classes Projects with community-wide benefits should be accompanied by explicit commitments on the part of the local jurisdictions to undertake additional activities to affirmatively further fair housing along with a monitoring and reporting process

☒ We will submit a FHAST form

When will you begin to do this? ☒ 2011

☐ Not Applicable (Explain)

10 As part of the non-housing disaster recovery program, jurisdictions should consider low-income areas and areas populated principally by members of protected classes to determine the potential for flooding and consider making infrastructure expenditures to help protect the impacted communities—including colonias

☒ We have reviewed LMI areas and areas populated principally by members of protected classes, and prioritized infrastructure expenditures to help protect the impacted communities—including colonias

☐ We have not done this in the past but will conduct such a review and consider these infrastructure projects in the future

When will you do this? ☐ 2011

☐ Not Applicable (Explain)

11 If applicable, all policies should be reviewed regarding denying applicants' access to disaster recovery CDBG funds if their residence is located in the flood plain If the policy does not allow participation by restricting building in flood plains, then the policy should be assessed to see if alternative housing programs could be implemented for the residents Local jurisdictions should analyze the results and see if protected classes are more frequently harmed by flood plain restrictions This action does not apply to the TDRA CDBG Disaster Relief Fund that limits property purchase "unless TXCDBG receives satisfactory evidence that the property to be purchased was not constructed or purchased by the current owner after the property site location was officially mapped and included in a designated flood plain "

☐ We have completed this review and analysis and will take action on our findings
☐ We have not completed this review and analysis We will do so and take appropriate actions based on our findings for Round 2 programs

When will you do this? ☐2011

☒ Not Applicable (Explain)

Galveston County does not restrict development in the floodplain, provided that structures are elevated to the proper height CDBG Disaster Relief funds have been made available to residents of floodplain areas in Galveston County In fact, the communities in which the largest percentage of funds have been dedicated are communities that lie in the floodplain See chart depicting widespread locations of CDBG-DR housing, Attachment 3

12 When an entire community is in a flood plain, the community should establish clear standards that allow for proper elevation or relocation, and that also allows for visitability/special needs considerations consistent with state[3] and federal law

☒ We have established clear standards that allow for proper elevation of homes or for relocation, and also allow for visitability/special needs considerations consistent with state and federal law Attached are the floodplain regulations adopted by Galveston County, Attachment 4 Should Round Two funding be approved, the Housing Program will provide funds for relocation

☐ We have not developed these standards but will do so for Round 2 programs

When will you do this? ☐2011

☐ Not Applicable (Explain)

13 Local jurisdictions that accommodated the relocation of disaster survivors resulting in concentrations of protected class survivors in specific areas should establish Moving to Opportunity Programs and include renters in their Moving to Opportunity Programs as defined under Round 2

☒ This action step applies to our jurisdiction We plan to establish a Moving to Opportunity Program for disaster survivors as part of our Round 2 housing recovery program

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

14 Consistent with the process established in the conciliation agreement, local jurisdictions and state agencies should work together to determine a demographic and economic profile of victims of the natural disaster and establish goals for assisting these populations in no less that the proportions they were impacted by the disaster These goals should be performance goals and disaster recovery funds should be extended

[3] Texas Government Code Section 2306 514

incrementally in a manner to ensure that these populations are equitably assisted with benefits

☒ We will cooperate with state agencies to carry out this action step
When will you do this? ☒ 2011

☐ Not Applicable (Explain)

15 All infrastructure programs funded with disaster recovery funds should be designed so that any publicly accessible infrastructure projects and associated facilities are fully accessible to persons with disabilities

☐ We have established clear policies and procedures to insure that all infrastructure programs funded with disaster recovery funds will be designed so that any publicly accessible infrastructure projects and associated facilities are fully accessible to persons with disabilities [Attach documentation]

☒ We have not developed these standards and policies, we will do so for Round 2 infrastructure projects The person or entity responsible for developing these standards will be the Galveston County Facilities Department with input from relevant other County departments (Emergency Management, Grants, Purchasing, Legal, County Architect, etc)

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

16 Consistent with the Conciliation Agreement, family and elderly public housing units damaged or destroyed by the disaster should be reconstructed or repaired in a manner that affirmatively furthers fair housing utilizing disaster recovery funds within 24 months of approval of the initial application for disaster recovery assistance for the local jurisdiction

☒ We affirm that family and elderly public housing units damaged or destroyed by the disaster will be reconstructed or repaired in a manner that affirmatively furthers fair housing utilizing disaster recovery funds within 24 months of submission of the initial application for disaster recovery assistance by the local jurisdiction

☐ Not Applicable (Explain)

Impediment #6	Governmental entities at all levels do not appear to have been proactive in the enforcement of both the Fair Housing Act and the obligation to affirmatively further fair housing The State and subrecipients should implement a robust and effective structure for identifying and pursuing suspected violations

1 Given the potential for increase in Fair Housing enforcement action by federal and state agencies and private organizations, an ongoing fair housing testing program for areas that receive federal housing and community development funds could be beneficial to

protect state agencies and sub-recipients from potential repayment Fair housing enforcement is a valid use of CDBG funding and can be used to establish testing programs by agencies trained in HUD testing procedures The state, or local jurisdictions combining together, should consider conducting tests in areas that include the following steering in sales and rental, the denial of and different terms and conditions based on race, national origin, familial status, and disability in sales and rental, predatory and disparate terms and conditions in lending and insurance, and foreclosure modification schemes targeting minority neighborhoods The state should also consider education to applicable entities on self-testing and self-correction

☐ We currently have a testing program for Fair Housing violations For more information, please contact _____

☐ We do not have a testing program for Fair Housing violations and plan to establish one by partnering with an organization with the necessary expertise

When will you do this? ☐ 2011 ☐ 2012 ☒ 2013

☒ Not Applicable (Explain)

Galveston County is non-entitlement and does not have the resources or expertise to conduct a testing program However, the County will partner with a state/federal agency should such resources become available in the future

2 TDHCA should, as a pilot program, allocate funds to independent third parties or a combined jurisdiction team identified in point 1 of this section to provide similar testing to determine if additional enforcement is necessary

No local action is required at this time.

3. Impacted agencies that provide certification that they are affirmatively furthering fair housing as required by federal law, should consider publishing a public document on enforcement that provides the public and communities with a clear description (and chart) of the state and Federal Fair Housing Act

☒ On documents concerning housing and community development programs that are provided to the public, we will list fair housing enforcement contacts and procedures consistent with the State suggested language when it is provided in 2011

When will you do this? ☒2011

☐ Not Applicable (Explain)

4 Each community should place on its website (if one is available) the contact, at the local, state, and federal levels, for reporting a Fair Housing complaint, if citizens believe they were victims of housing discrimination

☐ We have published the contact information – at the local, state and federal levels for reporting a Fair Housing complaint [Attach a copy or URL]

☒ We have not done so but will do so

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

5 Each local jurisdiction should publish on its website a clear statement, approved jointly by TDRA and TDHCA, expressing the jurisdiction's obligation to affirmatively further fair housing and providing a method for reporting suspected noncompliance to the state and to HUD The jurisdiction's contact person should be able to refer to clear local Fair Housing procedures for the complaint process, keep logs and records of all inquiries, allegations, complaints and referrals These reports should be sent to the appropriate funding agency Where these reports show that a jurisdiction has administered programs inconsistently with the AI and had the effect of discouraging applications from members of protected classes who are deemed eligible under the plan for assistance, affirmative marketing plans should be developed and submitted to the appropriate agency

☐ We have published a policy statement expressing our jurisdiction's obligation to Affirmatively Further Fair Housing [Attach a copy or URL]

☒ We will publish a policy statement consistent with the language the State provides in 2011

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

☐ We have developed clear procedures for the Fair Housing complaint process [Attach a copy]

☒ We will develop clear procedures for the Fair Housing complaint process once more guidance in given by the State in 2011

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

☐ We keep complete logs and records of all Fair Housing inquiries, allegations, complaints and referrals and have a policy statement about these legal records

☒ We will begin keeping required logs and records

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

☐ We have remedial procedures for developers, landlords, home sellers and others whose actions may be inconsistent with Fair Housing laws and regulations

☒ We do not have remedial procedures but will develop them The agency or person who will be responsible for developing these procedures is the Galveston County Department of Housing and Economic Development, with the advice and consent of the Fair Housing Work Group and the Commissioners Court

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

Impediment #7	Many local jurisdictions have zoning codes, land use controls, and administrative practices that may impede fair housing choice and fail to affirmatively further fair housing

1 The law anticipates that ordinances creating disparate impact should also be reviewed for change If a disparate impact is determined to exist by the local jurisdiction, it could repeal or amend the restriction, use public funds to offset the cost through homebuyer assistance programs, or waive fees or other offsets to make the home more affordable

☐ We recently conducted or updated a Fair Housing Review of our ordinances and codes

☐ We have not done so but will conduct a review

☐ We have a policy statement/guidance for those responsible for developing codes/ordinances that reminds them to consider and document the Fair Housing/AFFH implications of any new rule

☐ We do not have such a policy/guidance but will develop one when suggested guidelines are provided by the State in 2011

When will you do this? ☐ 2011

☒ Not Applicable (Explain)

Counties do not have ordinance-making power in Texas Should the Legislature provide this authority, Galveston County will ensure that any ordinances are not written or applied in ways that could create disparate impacts

2 To help limit concentrations that could be considered impediments to affirmatively furthering fair housing, jurisdictions that have long term planning documents for housing growth or redevelopment, or revitalization plans, should consider allowing or encouraging mixed income affordable housing in the plan and provide incentives for development of this type of housing in areas that are not concentrated

☐ We recently conducted a Fair Housing Review and took/are taking appropriate action concerning our planning documents [Attach a list of plans reviewed, a summary of findings, and actions you will take to remove impediments]

☒ We have not done so but will conduct a Fair Housing Review after the State provides suggested guidelines in 2011

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

☐ We have identified residential areas that show concentrations or underrepresentation of protected groups, and we encourage mixed-income affordable housing and other strategies to widen housing choice throughout our jurisdiction

☒ We have not done so but will include this in our FHAST plan once guidelines are provided by the State in 2011

When will you do this? ☐ 2011 ☒ 2012 ☐ 2013

☐ Not Applicable (Explain)

3 Local jurisdictions seeking CDBG Disaster Recovery funds from the state should consider offering expedited permitting and review processes for affordable housing projects within high opportunity target zones

☐ We currently offer incentives to developers to locate affordable housing projects in high opportunity neighborhoods and prevent overconcentration

☒ We have not done so but will The County's Housing Department does offer expedited permitting at this time to contractors in its program for repair, reconstruction and new construction of homes for disaster victims The County will develop guidelines and procedures for future projects

When will you do this? ☐ 2011 ☐ 2012 ☒ 2013

☐ Not Applicable (Explain)

Impediment #8	Inadequate planning for re-housing after an emergency situation creates a situation where persons who are uninsured or under-insured, low income, or special needs can be displaced for long periods of time.

1 Some legislators, the Sunset Commission, and communities acknowledge that while temporary disaster housing is a federal program, Texas should continue to provide guidance to local governments on additional planning that needs to be done as part of the emergency preparedness planning to most efficiently work with FEMA

No local action is required at this time

2 As much of what FEMA has previously offered is travel trailers or manufactured housing, local governments should review their zoning requirements or other land use provisions that restrict temporary housing or housing on an existing lot during the building process and look at potential waivers that do not risk or negatively impact health, safety, and welfare during a period after disasters so that low income persons can move back to their existing communities with temporary housing while waiting for redevelopment

☒ We have reviewed our zoning requirements and other land use provisions and have provided waivers or other accommodations for post-disaster housing (Galveston County authorized waivers of floodplain requirements for FEMA temporary housing units in all portions of the unincorporated county Those waivers remain in effect today for the remaining handful of THU's)

☐ We have not done so but will review our zoning and look at potential waivers

When will you do this? ☐ 2011 ☐ 2012 ☐ 2013

☐ Not Applicable (Explain)

Impediment #9	There are impediments in public and private actions and private attitudes to housing choice for persons with disabilities.

1 To meet federal Fair Housing requirements for zoning and neighborhood uses, jurisdictions should look to determine if there are direct or indirect limitations in codes that would prevent facilities or personal residences from providing assistance or communities of choice or service-enriched environments that directly impact special needs persons

2 Local jurisdictions should work to ensure that zoning or code requirements do not unnecessarily impose stricter commercial building requirements, such as emergency access or protection services, on group homes, thereby dramatically increasing housing costs for persons with special needs

☐ We have reviewed our codes and ordinances and have addressed/are addressing any impediments relating to special needs persons, including (1) rules that might prevent facilities or personal residences from providing assistance or communities of choice or service-enriched environments that directly impact special needs persons, and (2) rules that might unfairly increase the costs to special needs persons

☒ We have not done so but will conduct a review and address any impediments identified once guidelines are provided by the State in 2011

When will you do this? ☒ 2011

☐ Not Applicable (Explain)

3 Local jurisdictions should consider coordinating with the legislatively created Housing and Health Services Coordination Council for best practices on working with supportive services

☒ We agree to coordinate with the legislatively created Housing and Health Services Coordination Council for best practices on working with supportive services

When will you do this? ☐ 2011 ☐ 2012 ☒ 2013

☐ Not Applicable (Explain)

Impediment #10	There are barriers to mobility and free housing choice for Housing Choice Voucher holders including inadequate tenant counseling services and mobility assistance, failure of PHAs to apply for the FMR pilot demonstration funds, and government policies, procedures, and regulations that tend to decrease participation by private housing providers and to restrict available housing to "racially or low-income populated neighborhoods" with little access to economic, educational, or other opportunity

No local action beyond compliance with Round 2 Housing Guidelines is currently required but communities are encouraged to work with local public housing authorities to understand and overcome these impediments.

Impediment #11	Loss of housing stock in Hurricanes Dolly and Ike compounded the shortage of affordable housing in disaster recovery areas This shortage is particularly acute in safe, low-poverty neighborhoods with access to standard public services, job opportunities and good schools

No local action is required at this time TDRA and TDHCA will develop a statewide strategic plan including guidance for local jurisdictions on the following Action Steps in 2011.

1 To help offset the costs of developments that feature reduced rents without government support, local jurisdictions should consider establishing density bonuses to allow for higher levels of units per site for multifamily developments and single-family developments that propose increased affordability

2 TDHCA and HUD have developed programs that preserve affordable housing Continuing in this vein, the state and local jurisdictions should work to preserve existing affordable housing development and discourage them from converting to market rate housing Requirements should be included in all publicly funded developments providing tenants with early and clear notification of the intention of management to convert to market rate housing and providing first right of refusal to

nonprofit and public entities and organizations to purchase units to maintain affordability

3 The state and local jurisdictions should consider using CDBG funds to buy down the cost of land in high-cost and high-opportunity development areas to increase affordable housing options in these areas

Impediment #12	Lack of financial resources for both individuals and housing providers limits Fair Housing choice Using an effective program under Section 3 of the Housing and Urban Development Act of 1968 may help members of protected classes gain economic opportunities necessary to allow them to exercise fair housing choice

1 The state is maximizing its resources in Round 2 of the Ike/Dolly funding to affirmatively further fair housing in single family and multi-family developments As called for in the Conciliation Agreement, the state is looking to provide more integrated housing options for persons in racially concentrated or poverty concentrated neighborhood groups In single-family programs, the state should require subrecipients to offer the opportunity to relocate out of floodplain areas, concentrations of racial minorities, or concentrations of poverty—through the Homeowner Opportunity Program Any relocation should be into an area that does not result in simply relocating the high-concentration from one area to another

Local jurisdictions will be responsible for complying with Section 3 as part of their contract with the state.

2 Jurisdictions receiving federal funds from HUD, directly or indirectly, should ensure they have a compliant Section 3 program to meet HUD requirements regarding notification to LMI eligible persons of potential job creation at the impacted neighborhood level with federal funds

☒ We have in place a Section 3 program that meets the requirements of federal law and regulations regarding potential job creation at the impacted neighborhood level and the use of federal funds to hire local LMI eligible persons We confirm that appropriate staff persons in this jurisdiction have already received training on Section 3, regarding job creation for local LMI persons including members of protected classes Please see the County's Section 3 Plan, Attachment 5 It should be noted that Galveston County has included Section 3 requirements, including development of Contractor Local Opportunity Plans, in all contracts and subcontracts for disaster relief as well as water/sewer construction funded through ORCA, TDRA's predecessor, dating back to the early 1990s

☐ We have not done so but will develop a Section 3 program that meets the requirements of federal law and regulations and that ensure appropriate staff receive training

When will you do this? ☐ 2011

Impediment #13	Location and lack of housing accessibility and visitability standards within political jurisdictions limits fair housing choice for persons with disabilities

1 Local jurisdictions should consider establishing incentives for affordable housing applicants to create an increased set-aside of housing units for persons with disabilities or persons who are elderly without violating the existing TDHCA integrated housing rule

2 TDHCA and local jurisdictions should consider adding proximity to medical facilities as a scoring incentive for competitive programs using federal funds for proximity to medical facilities

3 TDHCA should require that all federally funded housing construction be built to accessibility standards found in Texas Government Code §2306 514

☐ We have formally considered 1) establishing incentives for affordable housing developers to create an increased set-aside of housing units for persons with disabilities or persons who are elderly without violating the existing TDHCA Integrated Housing Rule, 2) providing point incentives for units in proximity to medical facilities for competitive programs using federal funds, and 3)requiring new housing built with federal funds to be built with structures that allow for accessible features, regardless of whether the original occupant needs the features, as called for by state law [Attach documentation of the review and resulting actions]

☒ We have not undertaken the above review, but plan to do so

When will you do this? ☐ 2011 ☒ 2012 ☐ 2013

☐ Not Applicable (Explain)

Impediment #14	Many colonias residents live in developments that have insufficient infrastructure and protections against flooding and are impacted by flooding beyond events like Hurricanes Dolly and Ike

1 The state, COGs, and local jurisdictions should examine the infrastructure needs in colonias, in particular the use of CDBG disaster recovery funds to provide drainage improvements to correct flooding problems in the wake of Hurricane Dolly, and the historical provision of public infrastructure and housing assistance to meet those needs in border and non-border colonias

☐ We have identified the unserved infrastructure needs of colonias within our jurisdiction and whether these infrastructure improvements are eligible for disaster recovery funding and, if so, whether those projects will be funded

☐ We have not undertaken the above review, but plan to do so

When will you do this? ☐ 2011

☒ Not Applicable (Explain)

Galveston County has no colonias

Impediment #15	Minority neighborhoods in disaster areas are primarily served by non-regulated insurance companies that do not adhere to underwriting guidelines and may be discriminated against in the provision of insurance Texas has passed aggressive statues to prevent insurance "redlining " National research indicates that protected classes face unwarranted disparities in the cost of insurance, the amount of coverage, and cancellation of policies without notice to the homeowner

No local action is required at this time.

Impediment #16	Many jurisdictions do not have adequate Analysis of Impediments to Fair Housing or Fair Housing Plans, and do not keep sufficient records of their activities

1 Recipients of CDBG funds from HUD for housing should maintain records as required by the Fair Housing Act, HUD regulations, and the Conciliation Agreement in order to document that they are carrying out their commitments and affirmatively furthering fair housing

☐ We currently maintain all required records to document our AFFH actions and compliance with Fair Housing laws, HUD and State regulations, and the Conciliation Agreement Records are currently being maintained by the County Grants Manager, the Emergency Management Coordinator, and the Department of Housing and Economic Development A master file pertinent to AFFH activities is being created at the Galveston County Courthouse, 722 Moody in Galveston, and copies of documents will be stored on a network drive accessible by the appropriate staff

☒ We have not done so but will do so in compliance with TDRA and TDHCA guidance

When will you do this? ☐ 2011 ☒ 2012 ☐ 2013

☐ Not Applicable (Explain)

2 As required under the Conciliation Agreement, the State will conduct a new Statewide AI after HUD approval of the Phase 1 AI Entitlement communities should conduct new AIs or update current AIs to ensure that they address all recommended data and issues and specifically address issues related to all protected classes under the Fair Housing Act Race and national origin, as well as the other protected classes, must be identified independent of low and moderate-income categories in order to understand the impact of actions, practices, regulations, ordinances, and other factors on them

☐ We recently completed a formal Analysis of Impediments, are currently updating an existing AI, or are conducting our first AI [Attach most recent AI or draft]

☐ We are using the FHAST form process to analyze our impediments to fair housing and plan how to address them

When will you do this? ☐ 2011

☒ Not Applicable (Explain)

Galveston County is non-entitlement

Alternative or additional Local Action Steps developed by this jurisdiction To address unique impediments to fair housing within each community, local jurisdictions are encouraged to develop alternative action steps to be adopted in lieu of or in addition to those set out in the State of Texas Interim Analysis of Impediments to fair housing If your jurisdiction elects to propose alternative or additional action steps, please describe them below

☐ We plan to take additional Action Steps, described in an Attachment
☐ We will not take additional FH Action Steps at this time

When will you do this? ☐ 2011 ☐ 2012 ☐ 2013

☒ Not Applicable (Explain)

Galveston County is non-entitlement

AGENDA ITEM #15

Galveston County Office of Emergency Management

1353 FM 646, Suite 201
Dickinson, TX 77539
www gcoem.org

281-309-5002
888-384-2000
FAX 888-534-5607

January 12, 2012

Texas Division of Emergency Management
Texas Department of Public Safety
Attn: Lisa Resendez, Grant Administrator
P O Box 4087
Austin, TX 78773-0223

RE: FY2012 EMPG Application

Dear Ms Resendez:

Please accept Galveston County's submission of application for participation in the 2012 Emergency Management Performance Grant program.

As you are aware, Galveston County directly incorporates efforts toward an inter-jurisdictional emergency management program with eight of the thirteen cities in Galveston County. We indirectly incorporate efforts toward a countywide emergency management program with the remaining five cities in Galveston County.

Please note the EMPG budget process is parallel with our county internal budget process. The county appreciates the help the state continues to provide in EMPG funding for our operational expenses.

Sincerely,

John Simsen
Emergency Management Coordinator

Mark Henry, County Judge
Emergency Management Director

John Simsen
Emergency Management Coordinator

FISCAL YEAR 2012
EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): **Galveston County**

2. COUNTY: County | **3. DISASTER DISTRICT. Sub2A**

4. EMPG STATUS. ☒ Current EMPG Program participant ☐ New EMPG Program applicant

5. PROGRAM PARTICIPANTS *(List all jurisdictions that are participants in your emergency management program Identify any jurisdictions that have **joined or withdrawn** from your program in the last year)* Bayou Vista, Clear Lake Shores, Hitchcock, Jamaica Beach, Kemah, La Marque, Santa Fe, Tiki Island and will be joining this year

6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2012 *Emergency Management Performance Grant (EMPG)Guide* for information on completing these forms)

- ☒ Designation of Grant Officials (TDEM-17B)
- ☒ Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC
- ☒ Application for Federal Assistance (TDEM-67) -The Authorized Official shall sign this form
- ☒ EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form
- ☒ EMPG Staff Job Description (TDEM-68) - *A **current** job description is required for each staff member listed in the FY 2011 EMPG Staffing Pattern (TDEM-66)*
- ☒ FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official Attached
  - ☒ FEMA Form 20-16A, Assurances – Non-Construction Programs
  - ☒ FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters, and Drug-Free Workplace Requirements
- ☒ FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official *required **only** if the applicant performs lobbying to influence **federal** actions*
- ☒ Direct Deposit Authorization (form 74-146) ***or*** Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form
- ☒ Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form

7. CERTIFICATION: *This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management*

	1-24-12		1/17/12
Authorized Official *(Original Signature)*	Date	Emergency Management Coordinator *(Original Signature)*	Date

TDEM USE ONLY

8. APPROVAL: *The attached Fiscal Year 2012 Statement of Work & Cumulative Progress Report is approved*

☐ Assistant Director/Chief — Date

☐ State Coordinator for Preparedness and Operations

TDEM-17
12/11

Mail completed forms and application materials to

Grant Coordinator
Office of Management and Budget
Texas Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0223

FISCAL YEAR 2012
DESIGNATION OF EMPG GRANT OFFICIALS

APPLICANT NAME (Jurisdiction). Galveston County	
EMERGENCY MANAGEMENT COORDINATOR*	
NAME	☒ Mr ☐ Ms John Simsen
Official Mailing Address	Galveston County Emergency Management 1353 FM 646 W, Suite 201 Dickinson, TX 77539
Daytime Phone Number	(281) 309-5003
Fax Number	(888) 534-5607
E-mail Address	John simsen@co galveston tx us
GRANT FINANCIAL OFFICER (CANNOT BE EMC)	
NAME	☐ Mr. ☒ Ms. Connie Nicholson
Title	Grants Coordinator
Official Mailing Address	722 21st Street Galveston, TX 77550
Daytime Phone Number	(409) 770-5355
Fax Number	(409) 766-4551
E-mail Address	Connie.nicholson@co.galveston tx us
AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)	
NAME	☒ Mr ☐ Ms Mark Henry
Title	County Judge
Official Mailing Address	722 Moody, Suite 200 Galveston, TX 77550
Daytime Phone Number	(409) 766-2244
Fax Number	(409) 765-2915
E-mail Address	Mark henry@co galveston tx us

FISCAL YEAR 2012
EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT

APPLICANT NAME (Jurisdiction): Galveston County				
Document	**Submitted By**	**Date**	**TDEM Review By**	**Date**
Statement of Work	John Simsen	1-18-12		
Progress Report #1				
Progress Report #2				

TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT

☒ Work Plan	Our jurisdiction will submit an EMPG Application, two Progress Reports, two Staffing Commitment Certifications, and four Quarterly Financial Reports Our jurisdiction has appointed a NIMSCAST point of contact, established a NIMSCAST account, and is 100% compliant with FY 2009 NIMSCAST objectives and metrics
☐ Progress Report #1	☐ This Progress Report # 1 is being submitted to the TDEM Preparedness Section ☐ First & Second Quarter Financial Reports have been submitted to TDEM Support Services
☐ Progress Report #2	☐ This Progress Report # 2 is being submitted to the TDEM Preparedness Section ☐ Third & Fourth Quarter Financial Reports have been submitted to TDEM Support Services

TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM

☒ Work Plan	Our jurisdiction will maintain current legal documents establishing our emergency management program ☒ Our NIMSCAST account is 100% compliant with all objectives and metrics ☒ Our TRRN registration completed and resources entered ☒ Our legal documents are current & on file with TDEM, no additional action is required ☐ Our jurisdiction will prepare or update & submit to TDEM ☐ Commissioner's Court Order # ☐ City Ordinance(s) for ☐ Updated Joint Resolution dated ☐ NIMS Adoption dated
☐ Progress Report #1 October 1 – March 31	☐ Our NIMSCAST account is 100% compliant with all objectives and metrics ☐ Our TRRN registration completed and resources entered ☐ Our legal documents are current & on file with TDEM, no additional action is required ☐ Our jurisdiction completed & submitted to TDEM ☐ Commissioner's Court Order # ☐ City Ordinance(s) for ☐ Updated Joint Resolution dated ☐ NIMS Adoption dated
☐ Progress Report #2 April 1- September 30	☐ Our NIMSCAST account is 100% compliant with all objectives and metrics ☐ Our TRRN registration completed and resources entered ☐ Our legal documents are current & on file with TDEM, no additional action is required ☐ Our jurisdiction completed & submitted to TDEM ☐ Commissioner's Court Order # ☐ City Ordinance(s) for ☐ Updated Joint Resolution dated ☐ NIMS Adoption dated

Mail completed form to

Grant Coordinator
Office of Management and Budget
Texas Division of Emergency Management
Texas Department of Public Safety
P O Box 4087
Austin, TX 78773-0223

TASK 3—PUBLIC EDUCATION/INFORMATION	
☒ Work Plan	☒ Option 1 Our jurisdiction will conduct 30 hours of hazard awareness activities for local citizens **-OR A COMBINATION OF -** ☒ Option 2 Our jurisdiction will prepare & distribute public education/information materials to a substantial portion of the community In the space below, **describe the materials to be distributed** hurricane specific preparedness materials, all-hazard preparedness materials, hazmat incident preparedness materials **You may provide a combination of both options
☐ Progress Report #1 October 1 – March 31	☐ Our jurisdiction completed the following hazard awareness and/or public education/information activities
☐Progress Report #2 April 1 – September 30	☐ Our jurisdiction completed the following hazard awareness and/or public education/information activities

TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS	
☒ Work Plan	☒ Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance ☒ Our emergency management plan and all annexes are current and NIMS compliant ☒ We will develop, update, or change these planning documents ☒ Basic Plan Annexes ☐A ☐B ☒C ☐D ☐E ☐F ☐G ☐H ☐I ☐J ☐K ☐L ☐M ☐N ☐O ☐P ☐Q ☐R ☐S ☒T ☐U ☐V ☐ Other documents ***NOTE:*** *Plans & annexes dated prior to September 30, 2005, must be revised or updated this year* ***All Plans and Annexes must be NIMS compliant.***
☐ Progress Report #1 October 1 – March 31	☐ Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance ☐ Our emergency management plan and all annexes are current and NIMS compliant ☐ We updated by revision or change these planning documents ☐ Basic Plan Annexes ☐A ☐B ☐C ☐D ☐E ☐F ☐G ☐H ☐I ☐J ☐K ☐L ☐M ☐N ☐O ☐P ☐Q ☐R ☐S ☐T ☐U ☐V ☐Other documents
☐ Progress Report #2 April 1 – September 30	☐ Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance ☐ Our emergency management plan and all annexes are current and NIMS compliant ☐ We updated by revision or change these planning documents ☐ Basic Plan Annexes ☐A ☐B ☐C ☐D ☐E ☐F ☐G ☐H ☐I ☐J ☐K ☐L ☐M ☐N ☐O ☐P ☐Q ☐R ☐S ☐T ☐U ☐V ☐ Other documents

TASK 5—EXERCISE PARTICIPATION & SCHEDULE	
☒ Work Plan	Submit the jurisdiction's TEP no later than 60 days after the conduct of the TEP Workshop, or with the EMPG application package/work plan

1 Each **jurisdiction** receiving EMPG funding must·
   a Conduct two (2) discussion-based exercises and one (1) operations-based exercise demonstrating a progressive exercise program A full-scale exercise must be conducted and evaluated at least every three years. Actual incident response is NOT eligible for substitute exercise credit Exercise program must he consistent with the principles outlined in the Homeland Security Exercise and Evaluation Program (HSEEP)
   b Develop and submit a multi-year Training and Exercise Plan (TEP), not less than three years, to the TDEM Exercise unit
2 Each **individual** funded through the EMPG program must actively participate in a minimum of three exercises within the performance period

TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL

☒ Work Plan

ALL EMPG-funded emergency management personnel will participate in the following training during FY 2012

Position/Name	Course Name or Number
EMC	G975
EMC	G358
Ops Coordinator	IS139
Ops Coordinator	IS230a
Planning Coordinator	IS139
Planning Coordinator	IS230a
Administrative Assistant	IS244

☐ Progress Report #1

October 1 – March 31

Emergency management personnel completed the following training and documentation is attached

Position/Name	Course Name or Number	Date Completed

☐ Progress Report #2

April 1 – September 30

Emergency management personnel completed the following training and documentation is attached:

Position/Name	Course Name or Number	Date Completed

TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL				
☒Work Plan	Our jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies.			
☐ Progress Report #1 October 1 – March 31	**The following formal training courses were taught or contracted:**			
	Date	**Course Title**	**Class Description**	**# Trained**
☐Progress Report #2 April 1 – September 30	**The following formal training courses were taught or contracted:**			
	Date	**Course Title**	**Class Description**	**# Trained**

TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT	
☒Work Plan	Our jurisdiction will participate in the following emergency management organizational development activities Texas Homeland Security Conference, National Weather Service Hurricane Workshop, Local and Regional Cooperative Emergency Management meetings, Monthly County Emergency Management Meetings, EMAT, IAEM, LEPC, Council of Cities, Skywarn, Galveston County Emergency Communications Group, WebEOC Workgroup, PIER Workgroup, Galveston County Emergency Response Collaborative, CERT, Regional Animal Issues Workgroup
☐ Progress Report #1 October 1 – March 31	Our jurisdiction completed the following staff development activities
☐Progress Report #2 April 1 – September 30	Our jurisdiction completed the following staff development activities

APPLICANT NAME:

REMARKS
(Use an Additional Sheet if Necessary)

FISCAL YEAR 2012
APPLICATION FOR FEDERAL ASSISTANCE
(Instructions on Reverse)

NAME OF PROGRAM/ ASSISTANCE	1 CFDA NUMBER:	2 APPLICANT STATUS·
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	97.042	New Applicant ☐ Renewal ☒
3 FEDERAL FISCAL YEAR FY 2012	4 START DATE. OCTOBER 1, 2011	5 END DATE SEPTEMBER 30, 2012

6 APPLICANT INFORMATION

a Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17)	b Name & Telephone Number of Emergency Management Coordinator
County of Galveston	John Simsen 281-309-5003
c Mailing Address Galveston County Office of Emergency Management 1353 FM 646 W, Suite 201 Dickinson, TX 77539 Employer Identification Number/Tax ID# 74-6000908	d Physical Address (if different from Mailing Address)

7 EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds)

a Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties

	# Staff	Percent	# Staff	Percent	# Staff	Percent
1) Full Time	4	100				
2) Part Time						

b Total Number of EMPG-Funded Personnel

8 ESTIMATED EXPENSES

a	Salary & Benefits (from line 18, form TDEM-66)	272,811 00
b	Travel Expenses (from line 19 form TDEM-66)	6000 00
c	Other Expenses (from section 11 on reverse)	154200 00
d	Total Expenses (A + B + C)	433011 00
e	Federal Share (D x 50)	216505 50

9 CERTIFICATION I certify that to the best of my knowledge and belief this application and its attachments are true and correct

a	Typed Name of Authorized Official	Mark Henry
b	Title of Authorized Official	County Judge
c	Original Signature of Authorized Official	Mark Henry
d	Date Signed	1-24-12

INSTRUCTIONS

1 Except as indicated below, entries are self-explanatory
2 Item 7A Enter the legal name of your jurisdiction Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17)
3 Item 8A Indicate the number of full-time employees who work specific percentages of time in emergency management duties Example 1 staff @ 100 percent, 2 staff @ 50 percent Also indicate the number of part-time employees Include only staff members whose salary and benefits will be supported by EMPG funding The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66)
4 Item 10 A, B, & C This form must be signed by an Authorized Official, who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction Authorized Officials are County Judges, Mayors, and many City Managers – ***not*** Emergency Management Coordinators

11. OTHER ALLOWABLE EXPENSES:

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, *Cost Principles for State Local, and Indian Tribe Governments* (OMB Circular A-87) **Salaries and expenses for elected officials are not allowed** Any proposed expenditure in the amount of $5,000 00 or more must be listed in this section Continue on a separate sheet if necessary Transfer the Total calculated below to line 9c on the front of this form To determine if an expense is allowable under the EMPG program, refer to the DHS Authorized Equipment List (AEL) available on the Responder Knowledge Base at https //www rkb us/contentdetail cfm?content id=210237&GetAELSELCats=1 You must be a registered user to access this listing

Specific Description of Expense (**Descriptions must be specific** – do not use broad or general categories, such as operating or administrative expenses)	**Estimated Amount**
Supplies and Materials – office supplies, publications, radio parts, brochures, hurricane supplies	12,000 00
Repair and Maintenance Equipment – repair and maintenance of all ECO radio equipment and cache radios, electronics equipment, building security cameras, repeaters	3,000 00
Contract Services – PIER website license agreement - 2500, main website hosting - 800, blackboard connect mass notification – 28,800, radio antenna sweep – 6000, repair and upgrade audio visual equipment-5000,	43,100 00
Printing – hurricane booklets, uniform shirts, NIMS booklets	3600 00
Education – seminars, conferences	2000 00
Office Telephones	7000 00
Cellular Phones	6000 00
Audio/Visual (replacement computers, additional monitors, two new tuners	7000 00
Electricity/Utilities – electricity and water/sewer service	60,000 00
Radio expense – cost of radio service from the Communications District	3500 00
Satellite Phones	7000 00
Total	154200 00

FISCAL YEAR 2012
EMPG STAFFING PATTERN

1. APPLICANT NAME (as it appears on EMPG Application) Galveston County				2. COUNTY Galveston			
3. FULL-TIME EMPLOYEES (including those who work all or only a portion of their time in emergency management duties)		**4 Gross Annual Salary**	**5. Gross Annual Benefits**	**6. Gross Salary & Benefits (4+5)**	**7 % Work in EM Duties**	**8. Salary & Benefits for EM (6x7)**	**9. Est. EM Travel Costs**
Name: John Simsen **Position:** EM Coordinator		95961	19672	115633	100	115633	1500
Name: Tracy Hughes **Position:** Planning Coordinator		44633	9150	53783	100	53783	1500
Name: Vacant **Position:** Operations Coordinator		55741	11426	67167	100	67167	1500
Name: Alyssa Young **Position:** Administrative Assistant		30065	6163	36228	100	36228	1500
Name: **Position:**							
Name: **Position:**							
A. SUBTOTAL		**226400**	**46411**	**272811**		272811	6000
10. PART-TIME EMPLOYEES	**11. % of Full Time**	**12. Gross Annual Salary**	**13. Gross Annual Benefits**	**14. Gross Salary & Benefits (12+13)**	**15. % Work in EM Duties**	**16 Salary & Benefits For EM (14x15)**	**17. Est. EM Travel Costs**
Name: **Position.**							
Name: **Position:**							
Name: **Position:**							
Name: **Position:**							
Name. **Position:**							
Name: **Position:**							
B. SUBTOTAL							
TOTAL Add Subtotals in A & B above						**18** 272811	**19.** 6000
Signature of Authorized Official:							
Date Signed.		01/24/12					

TDEM-66
12/11

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Galveston County
Staff Member Name	John Simsen
Position Title	EM Coordinator
Description Prepared By	Tracy Hughes
Date Prepared	1-12-12

JOB DESCRIPTION

☒ Current Job Description Attached ☐ See Below

A Provide a general description of the duties performed by this staff member

B If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed

Retain a copy of this description for future use

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Emergency Management Coordinator
DEPARTMENT: Emergency Management
REPORTS TO: Director of Finance and Administration

EM/1

PAY GRADE: 26 **Date Created:** August 1, 2002 **Approved by:** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: _X_ Exempt ___ Non-Exempt

POSITION SUMMARY: This position is responsible for supervising the development, implementation, and management of a countywide comprehensive emergency management program.

ESSENTIAL FUNCTIONS

Directs and oversees the development, implementation, and management of a countywide comprehensive emergency management program and related programs
Develops and implements emergency response policies and procedures
Reviews and evaluates daily threats to the county population
Provides direction to a countywide emergency cooperative group to develop specific coordinated emergency management plans
Provides training to county departments and employees regarding disaster response and preparedness
Coordinates all media announcements regarding the department and directs community education programs on disaster response and preparedness
Plans, conducts, and oversees mandatory response drills and exercises
Supervises disaster projects to ensure compliance with all federal regulations
Directs and oversees the development and administration of the annual department budget
Coordinates with various groups and organizations to monitor trends and plans within and around the county
Directs, oversees, and participates in public presentations, hurricane town meetings, civic presentations, and other public and civic functions
Secures grant funding for disaster preparedness, mitigation, response, and recovery activities
Directs and oversees the Galveston County Beach Erosion Task Force
Coordinates multiple cost-sharing contracts with various jurisdictions to establish and enhance unified efforts
Provides legislative testimony in support of emergency management and natural resource legislation
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes, principles, terminology, and practices employed in emergency management and disaster response
Comprehensive knowledge of legislation, current problems, and professional literature in the fields of emergency management and disaster response
Comprehensive knowledge and understanding of natural resources and land use in the county as it relates to the functions of the department
Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Comprehensive knowledge of administrative planning, management, and supervision as it applies to the position
Comprehensive knowledge of federal, state, and local laws, codes, and regulations relevant to the functions of department
Comprehensive knowledge of the geography of Galveston County
Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
Skill in performing complex mathematical calculations
Skill in the use of specialized computer software programs, including AutoCAD
Skill in making quick, accurate decisions under pressure
Skill in exercising tact and operating with political sensitivity in the public distribution of information and in potentially explosive situations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, walking, stooping, bending, or crouching The employee may be required to lift light and heavy objects, climb ladders, and distinguish between shades of color The employee may be exposed to dust, dirt, grease, excessive noise, contagious or infectious disease, machinery with moving parts, or cold or inclement weather

SUPERVISORY RESPONSIBILITY

This position exercises direct supervision over Planning Coordinator (1), Emergency Operations Coordinator (1), and Recovery and Training Coordinator (1), as well as functional supervision over all subordinate and assigned employees This position also exercises direct and functional supervision over various department and county employees during emergency response situations

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the department in order to direct and coordinate work within the department, usually interpreted to require three to five years of related experience
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Galveston County
Staff Member Name	Tracy Hughes
Position Title	Planning Coordinator
Description Prepared By	Tracy Hughes
Date Prepared	1-12-12

JOB DESCRIPTION

☒ Current Job Description Attached ☐ See Below

A Provide a general description of the duties performed by this staff member

B If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed

Retain a copy of this description for future use

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Emergency Planning Coordinator
DEPARTMENT: Emergency Management
REPORTS TO: Emergency Management Coordinator

EM/6

PAY GRADE: _
PAY STEP: __10___

Date Created: August 1, 2002
Date Revised May 4, 2009

Approved by: _____
Approved by: _____

FLSA STATUS: __XX_ Exempt __ Non-Exempt

Emergency Classification Tier- __1

POSITION SUMMARY: This position is responsible for the development and maintenance of departmental and facility emergency plans, consolidating emergency response actions and monitoring daily threats to the infrastructure and general public of Galveston County

ESSENTIAL FUNCTIONS

- Reviews and evaluates daily threats to the general public and to the county infrastructure, including weather, tides, hazardous materials, transportation, civil unrest, public disturbances, or public utility loss
- Provides emergency response for recovery and damage assessment following an emergency event
- Staffs emergency operations center as Planning Section Chief in the event of activation
- Assists county departments with development of emergency operation plans and guidelines for response
- With county departments, develops coordinated increased readiness actions
- Develops and revises Emergency Management Plan, Annexes, Appendices and standard operating procedures (SOP's)
- Assists in the preparation of the annual department budget and related presentations
- Acquire information, establishing a repository, and distributing materials for public information and consumption regarding emergency conditions and activities in the jurisdiction
- Develop, publish and distribute a quarterly Emergency Management newsletter
- Coordinate maintenance of the Galveston County OEM website
- Performs other related duties as assigned
- Share 24 hour on-call Duty Officer functions with other OEM staff

REQUIRED KNOWLEDGES AND SKILLS

- Comprehensive knowledge of the purposes, principles, terminology, and practices employed in emergency management and disaster response
- Comprehensive knowledge of current problems and professional literature in the fields of emergency management and disaster response
- Comprehensive knowledge and understanding of natural resources and land use in the county as it relates to the functions of the department
- Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the department
- Comprehensive knowledge of administrative planning, management, and supervision as it applies to the position
- Comprehensive knowledge of federal, state, and local laws, codes, and regulations relevant to the functions of department
- Comprehensive knowledge of the geography of Galveston County
- Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
- Skill in performing complex mathematical calculations, and skill in the use of specialized computer software programs
- Skill in making quick, accurate decisions under pressure
- Skill in exercising tact and operating with political sensitivity in the public distribution of information and in potentially explosive situations
- Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, walking, stooping, bending, or crouching The employee may be required to lift light object and distinguish between shades of color The work is typically performed in an office environment or in the field, where the employee may be exposed to machinery with moving parts or cold or inclement weather

SUPERVISORY RESPONSIBILITY

This position exercises direct and functional supervision over various department and county employees during emergency response situations

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
- Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with one to three years experience or service
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Galveston County
Staff Member Name	Vacant
Position Title	Operations Coordinator
Description Prepared By	Tracy Hughes
Date Prepared	1-12-12

JOB DESCRIPTION

☒ Current Job Description Attached ☐ See Below

A Provide a general description of the duties performed by this staff member

B If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed

Retain a copy of this description for future use

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Emergency Operations Coordinator
DEPARTMENT: Emergency Management
REPORTS TO: Emergency Management Coordinator

EM/3

PAY GRADE: 19 **Date Created:** August 1, 2002 **Approved by:** _____
PAY STEP: _____ **Date Revised** April 1, 2010 **Approved by:** _____

FLSA STATUS: _X_ Exempt ___ Non-Exempt **Emergency Classification Tier-** 1

POSITION SUMMARY: This position is responsible for directing the day-to-day operations of the Emergency Operations Center and for monitoring daily threats to the infrastructure and general public of Galveston County

ESSENTIAL FUNCTIONS

- Reviews and evaluates daily threats to the general public and to the county infrastructure, including weather, tides, hazardous materials transportation, civil unrest, public disturbances, or public utility loss
- Develops and maintains daily and emergency operations of the Emergency Operations Center (EOC), to include integration, training, and usability of all communications and life safety systems within the EOC
- Staffs and supervises Emergency Operations Center 24-7 during activations for hurricanes and other emergencies
- Serves as deputy emergency management coordinator during emergencies when emergency management coordinator is unavailable
- Develops, compiles, and maintains multiple databases for use during emergencies, including EOC staffing charts, county and city equipment and vehicle lists, Texas TRRN resource list, Web EOC users list, Santa Fe High School shelter deployment, and others
- Maintains complex communications capabilities for daily and emergency operations, including digital radio system in the EOC and Mobile Operations Center; 800 trunked radio system, UHF and VHF radios, video conferencing system, and various AV technology
- Researches, assists with grant applications, and implements local and regional emergency management technology
- Maintains and organizes department web page
- Conducts computer software and related technical training for the department and cities signed on to County Emergency Plan
- Serves as departmental representative to volunteer radio groups, assuring their capability to support GCOEM in emergencies
- Assist in developing departmental and grant budget projections and submissions
- Conduct weekly equipment readiness verification checks
- Compiles and creates notebook presentations for distribution to other government agencies
- Participates in and develops materials for public outreach and civic education activities
- Position requires 24 hour on-call availability with extended periods of work possible due to emergency situations

REQUIRED KNOWLEDGES AND SKILLS

- Comprehensive knowledge of the purposes, principles, terminology, and practices employed in emergency management and disaster response
- Comprehensive knowledge of legislation, current problems, and professional literature in the fields of emergency management and disaster response
- Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the department
- Comprehensive knowledge of federal, state, and local laws, codes, and regulations relevant to the functions of department
- Comprehensive knowledge of the geography of Galveston County
- Thorough knowledge of administrative planning, management, and supervision as it applies to the position
- Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
- Thorough knowledge and understanding of natural resources and land use in the county as it relates to the functions of the department
- Skill in performing complex mathematical calculations
- Skill in the use of specialized computer software programs
- Skill in making quick, accurate decisions under pressure
- Skill in exercising tact and operating with political sensitivity in the public distribution of information and in potentially explosive situations
- Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, walking, stooping, bending, or crouching The employee may be required to frequently lift light and heavy objects and distinguish between shades of color The work is typically performed in an office environment or in the field, where the employee may be exposed to radiation, dust, dirt, grease, contagious disease, chemicals, machinery with moving parts or cold or inclement weather

SUPERVISORY RESPONSIBILITY

This position exercises functional supervision over volunteer workers

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
- Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with one to three years experience or service
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Galveston County
Staff Member Name	Alyssa Young
Position Title	Administrative Assistant
Description Prepared By	Tracy Hughes
Date Prepared	1-12-12

JOB DESCRIPTION

☒ Current Job Description Attached ☐ See Below

A Provide a general description of the duties performed by this staff member

B If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed

Retain a copy of this description for future use

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Administrative Assistant
DEPARTMENT: Emergency Management
REPORTS TO: Emergency Management Coordinator

EM/6

PAY GRADE: 12
PAY STEP: A

Date Created: August 1, 2002
Date Revised: Aug 23, 2009

Approved by: _____
Approved by: _____

FLSA STATUS: __ Exempt XXX Non-Exempt

Emergency Classification Tier- 1

POSITION SUMMARY: This position provides high level administrative and clerical support to the department

ESSENTIAL FUNCTIONS

- Assists in preparing annual departmental budget
- Assists in preparation and distribution of grant reports, as well as grant database management
- Prepares written documents including correspondence, training materials, and various financial reports
- Processes and distributes daily mail and assists with overnight mail processing
- Performs data entry of requisitions for staff, as well as filing of requisition-related materials
- Assists with Pcard coding, processing, and receiving reports, and communicates purchase order information to staff and other departments/agencies
- Maintains purchasing records and training records for department
- Assists with management and updating of 2-1-1 Evacuee Registry, including entry into mass communication data base
- Maintains payroll for department completes payroll claims, including vacation, sick and other personnel time records
- Assists in maintenance of departmental contract compliance database
- Establishes and maintains cooperative work relationships and communication with co-workers, and representatives of various agencies
- Coordinates scheduling and usage of Emergency Management Facility meeting rooms, serves as receptionist for department
- Responsible for the maintenance and coordination of the departmental filing systems as directed
- Provides general administrative and clerical support for the emergency management coordinator and other department staff as requested
- Assists as directed by the Emergency Management Coordinator in the event of an activation
- Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

- Thorough knowledge of modern business office policies, procedures, and standards
- Working knowledge of the purposes, principles, terminology, and practices employed in the operation and maintenance of Emergency Management
- Working knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
- Working knowledge of basic computer hardware and software applications
- Working knowledge of county department operations, organization, accountability, and responsibility
- Sufficient knowledge of local and state law, policies, and procedures as they relate to the mission of the department so as to not be in violation of them
- Skill in performing mathematical calculations
- Ability to operate common office equipment and machinery, including photocopier, facsimile machine, computer, scanner, and typewriter
- Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting at a desk or table The employee occasionally lifts light objects The work is typically performed in a standard office setting

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field, in addition to those basic skills typically associated with successful completion of a high school education
- Sufficient experience to understand the basic principles relevant to the major duties of the position
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

U S. Department of Homeland Security SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS	*O M B. No. 3067-0206* *Expires February 28, 2007*

FOR FY 2012	CA FOR *(Name of Applicant)* County of Galveston

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the *Application for Federal Assistance.*

An applicant must check each item that they are certifying to:

Part I	☒	**FEMA Form 20-16A, Assurances-Nonconstruction Programs**
Part II	☐	**FEMA Form 20-16B, Assurances-Construction Programs**
Part III	☒	**FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements**
Part IV	☐	**SF LLL, Disclosure of Lobbying Activities (If applicable)**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Mark Henry	County Judge
Typed Name of Authorized Representative	**Title**
Mark Henry	January 24, 2012
Signature of Authorized Representative	**Date Signed**

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1 7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us You may send comments regarding the burden estimate or any aspect of the form, *including suggestions for reducing the burden* to Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206) You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form Please do not send your completed form to the above address.

U S DEPARTMENT OF HOMELAND SECURITY

ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U S DEPARTMENT OF HOMELAND SECURITY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A As required by section 1352, Title 31 of the U S Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over $100,000, as defined at 44 CFR Part 18, the applicant certifies that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions,

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities)

2 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17 510-A The applicant certifies that it and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency,

(b) Have not within a three-year period preceding this application been convicted of ar had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification, and

(d) Have not within a three-year period preceding this application had one or more public t ransactions (Federal, State, or local) terminated for cause or default, and

B Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application

3 DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17 615 and 17 620

A The applicant certifies that it will continue to privide a drug-free workplace by

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition,

(b) Establishing an on-going drug free awareness program to inform empoyees about

(1) The dangers of drug abuse in the workplace,
(2) The grantee's policy of maintaining a drug-free workplace,
(3) Any available drug counseling, rehabilitation, and employee assistance programs, and
(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a),

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement, and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i e , regional office or FEMA office

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f)

8 the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, City, County, State, Zip code)

1353 FM 646 W, Suite 201

Dickinson, TX 77539

County of Galveston

Check ☐ if there are workplaces on file that are not identified here

Section 17 630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year A copy of which should be included with each application for FEMA funding States and State agencies may elect to use a Statewide certification

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U S C 1352
(See reverse for public burden disclosure)

1 Type of Federal Action ☐ a contract b grant c cooperative agreement d loan e loan guarantee f loan insurance	**2 Status of Federal Action** ☐ a bid/offer/application b. initial award c post-award	**3 Report Type** ☐ a initial filing b. material change For Material Change Only year _____ quarter _____ date of last report _____
4 Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, *if known* **Congressional District,** *if known*	**5 If Reporting Entity in No 4 is Subawardee, Enter Name and Address of Prime** **Congressional District,** *if known*	
6 Federal Department/Agency	**7 Federal Program Name/Description** CFDA Number, *if applicable* _____	
8 Federal Action Number, *if known*	**9 Award Amount,** *if known* $	
10 a Name and Address of Lobbying Registrant *(if individual, last name, first name, MI)*	**b Individuals Performing Services** *(including address if different from No 10a)* *(last name, first name, MI)*	
11 Information requested through this form is authorized by title 31 U S C section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into This disclosure is required pursuant to 31 U S C 1352 This information will be reported to the Congress semi-annually and will be available for public inspection Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure	**Signature** _____ **Print Name** _____ **Title** _____ **Telephone No** _____ **Date** _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev 7-97)	

TRAVEL POLICY CERTIFICATION

Jurisdiction Name:	Galveston County

Check one of the two blocks below

☐ This jurisdiction has no qualifying travel regulations EMPG participants requesting reimbursement for travel expenditures will do so in accordance with State of Texas travel regulations and reimbursement rates as published by the Texas Comptroller of Public Accounts State travel regulations are available at *https //fmx cpa state tx us/fmx/travel/textravel/index php*

OR

☒ This jurisdiction has its own qualifying travel policy, a copy of which is attached EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy

Name of Grant Financial Officer (Printed or Typed)	Connie Nicholson
Original Signature of Grant Financial Officer	Connie Nicholson
Date Signed	1-24-12

CHAPTER 44
TRAVEL

Section 1. **Purpose of Policy**

A. **This policy is meant to provide guidance as to appropriate travel methods and reimbursable expenses while traveling on County business. Whenever unusual circumstances are involved or this published policy does not provide clear guidance, please secure a written opinion from the County Auditor concerning the items prior to the trip.**

B. **This policy does not apply to Adult Probation Department Employees. Department reimbursements for such Employees are governed by the Financial Management Manual as written and approved by the Texas Department of Criminal Justice-Community Justice Assistance Division.**

Section 2. **Overview**

A. **Employees will utilize the most economical and effective means of transportation, housing and meals that are available. When evaluating travel costs, it is important to include Employee costs. That is, savings from inexpensive travel agendas can more than be offset by excessive travel time that keeps the Employee away from their normal County duties. Saving a few dollars on airline tickets is not warranted if the Employee must leave a day early and the cost of the Employee's salary for that day exceeds the airline ticket savings. Nevertheless, whenever justifiable, Employees are encouraged to utilize transportation that is the most economical in total trip cost. Hotel shuttles are preferred over taxis and taxis are preferred over rental cars, etc.**

Section 3. **Budgeted Funds**

A. **All travel must include a properly approved travel request. Travel requests (Exhibit 1) will include a brief justification for the trip and will identify the estimated cost for the trip. It will include estimates for:**

- **Registration fees**
- **Lodging**
- **Air fare**
- **Personal auto usage**
- **Parking**
- **Shuttle**
- **Meals**
- **Incidentals**

B. **All travel requests must be approved in advance by a Department Head and must include an assertion that adequate travel funds are available. The approved Travel Information Form must be sent to the County Purchasing Agent will then create a Purchase Order to cover the cost of the travel. The Purchasing Agent will forward a copy of the Travel Information Form to the County Auditor for review. Upon completion of the travel, a Travel Expense Report should be completed and submitted to the County Auditor. If the actual expenses exceed the amount estimated on the travel request, payment for excess can only be made if there are additional unobligated travel funds available for that department.**

C. **Prisoner transport does not require the completion of a travel request form.**

Exhibit I
TRAVEL INFORMATION FORM

Requestor _____ **Department** _____

Date _____ **Destination** _____

From Date _____ **To Date** _____

Purpose _____

_____

Requested Transportation _____

Preferred Hotel _____

Special Request (Rental Car, Extra Travel Days, Use of Private Vehicle, Etc.)

_____

_____

IFAS Account Number _____

Purchase Order Number _____ **County Auditor** _____

Comments _____

_____

Section 4. **Allowable Travel Expenses**

A. **Reimbursable expenses must be reasonable and normal for the area. County policy is to consider for reimbursement all allowable travel expenses for most Employee trips which are out of county.**

The following rules apply:

- **All Mileage will be determined using Mapquest (www.mapquest.com).**
- **Mileage will be calculated from the Employee's regular work site or the Employee's home to the travel destination whichever is closer.**
- **Any trip that is out of county and less than 30 miles one way will be reimbursed for mileage, parking and tolls only.**

- **Employees who make trips beginning from one destination within the County and ending at another destination also within the County will be reimbursed for mileage, parking and tolls only.**
- **Travel that is 30 or more miles but less than 70 is eligible for mileage, parking, tolls and a per diem for lunch ($13) if the trip lasts for more than four (4) hours and does not include an overnight stay.**
- **Travel that is out of County and more than seventy (70) miles is eligible for per diem, hotel and other allowable travel expenses set forth in this policy.**
- **Travel that is out of County and more than seventy (70) miles but that does not required an overnight stay will be eligible for mileage, parking, tolls, and the per diem rate set forth in this policy for meals taken while out of County.**
- **Questions about any rules should be directed in writing in advance of the trip to the County Auditor whenever there is any doubt about travel meeting any travel requirement.**

B. The following examples are representative of the allowable expenses for travel that does not include an overnight stay:

1. **Mileage if a County vehicle is not available.**
2. **Tolls**
3. **Fuel if a County vehicle cannot be refueled at a County gasoline pump.**
4. **Parking**
5. **Lunch per diem ($13) if travel is greater than thirty (30) miles but less than seventy (70) miles and requires more than four hours. This per diem is taxable income to the Employee and will be reported to the IRS accordingly.**

C. The following examples are representative of allowable expenses for overnight travel:

1. **Hotel rooms including the night before where morning travel is not reasonable.**
2. **Per diem meals up to $45 per day without receipts ($10-breakfast, $13-lunch and $22-supper).**
3. **Travel beginning and completed before noon of the day after the overnight stay will receive $23.**
4. **Travel beginning but not completed before noon of the day after the overnight stay and travel beginning after noon of the day after the overnight stay will receive a full day's per diem.**
5. **Travel beginning after noon of the day after the overnight stay will receive $23.**
6. **Meals provided by conferences and airlines must be utilized and per diem will be reduced accordingly.**
7. **Incidental expenses for telephone calls and cleaning where justified**
8. **Reasonable long distance calls. Employees are requested to use phone cards rather than charge calls to the room at hotel rates. Cards should be kept by the department for use by future travelers whenever significant prepaid time is remaining.**
9. **Out-of-town travelers should utilize airport hotel buses. Where airport hotel buses are not available, a taxi or rental vehicle may be utilized where justified.**
10. **Baggage storage fees.**
11. **Long-term airport parking and hotel parking excluding valet.**
12. **Mileage from Employee's home to airport and return.**
13. **Tolls.**

14. **Other parking lot charges.**

Section 5. **Expenses Not Reimbursed**

- **Movie charges**
- **Room service**
- **Spas**
- **Health club**
- **Room bars**
- **Limousines**
- **Luxury rental cars**
- **Refueling charges by rental car companies**
- **Optional insurance**
- **Entertainment expenses**
- **Personal items**
- **Medication or doctor's visits**
- **Valet parking**

Section 6. **Travel Advances**

A. **Employees are encouraged to pay for their trips using their personal credit cards. Timely filed travel expense reports should be processed so that the reimbursement checks are sent to the Employee before the personal credit card payments are due. Whenever an Employee cannot utilize a personal credit cared for travel, the County will provide a special Travel P-Card for paying for all travel expenses. Employee's utilizing Travel P-Cards should first contact the County Purchasing Department, obtain a copy of the County's P-Card Procedures and familiarize themselves with their responsibilities whilst using the card to pay travel expenses. In those circumstances where travel by an Employee is infrequent and use of a personal credit card would impose a financial burden, an advance travel check my be obtained in lieu of a P-card for allowable travel expenses other than airline and hotel reservations.**

Section 7. **Hotel Accommodations**

A. **The County encourages the use of clean, comfortable and safe hotels but expects that the Employee will be frugal in selecting a hotel. Government rates should be utilized whenever available. The use of discounted conference hotels is acceptable; but use of other more economical hotels is encouraged whenever available within walking distance of the meeting or conference. The use of room service is not allowed and these expenses will not be reimbursed. Liquor, movies and spa charges will be not reimbursed. The use of concierge service to store baggage is encouraged in order to avoid late checkout charges at the hotel. Use of hotel shuttles or buses in also encouraged in order to minimize transportation costs. Long-distance calls using the hotel phone are discouraged. Phone cards, which can be purchased at most convenience stores or the hotel gift shop, are the preferred method to pay for long distance calls. Phone cards should be given to the Employee's Department Head and filed with the expense report so that other department Employees may utilize remaining minutes on future trips. Collect calls should be used only in emergency situations. Arrival one night before morning meetings or conferences is acceptable whenever same day travel is not reasonable. Arrival the day of the meeting or conference is encouraged whenever the meeting or conference does not begin before 10:00 in the**

morning. Return the same day that the conference or meeting ends is expected except where reasonable connection will not assure arrival at a Houston area airport before 9:00 in the evening.

Section 8. **Airfare**

A. Travel by air is acceptable whenever travel by car is longer than three hours or air travel is cheaper than travel by car. Air reservations should be placed through the Purchasing Department so that state rates can be utilized. It is acceptable, however, for the Employee to make reservations directly when they can secure a rate lower that the state rate. Any Employee wishing to make personal reservations will need to secure the state rate from the Purchasing Department and attach that document to the expense report. Employees should ensure that they are receiving a lower rate because the County will not reimburse more than the state rate. Travel should be scheduled to allow for the most economical fares but should not force an Employee to travel (air-fare to the airport and trip to the Employee's home) after 10:00 in the evening.

B. It is acceptable to travel a day early such as Saturday in order to receive a discounted air fare; however, the savings in air fair should exceed any hotel, meal and incidental expenses that will be reimbursed for the extra day of travel. The County's current travel agent is instructed to secure the cheapest available fares including Fun Fare's from Southwest Airlines. Therefore it is necessary that the Travel Information Form be processed sufficiently in advance in order that posted weekly specials might be utilized. Approval for early travel should be received in advance from the County Auditor and the requestor should include such details as are shown on the following exhibit:

Exhibit II

Costs for Monday through Wednesday conference:

Air Fare leave Sunday and return Wednesday to Los Angeles	$750.00
Hotel 3 days at $120	360.00
Meals 4 days at $30	120.00
Mileage to airport	30.00
Parking airport 4 days @ $7.50/day	30.00
Conference	800.00
Incidentals	40.00
Total trip costs	$2,130.00

Costs for Saturday stay over:

Air Fare leave Sat./return Wed. from Los Angeles	$ 289.00
Hotel 4 days at $120	480.00
Meals 5 days at $30	150.00
Mileage to airport	30.00
Parking airport 5 days at $7.50/day	37.50
Conference	800.00
Incidentals	50.00
Total trip costs	$1,911.50
Net savings to County	$ 293.50

C. **While early travel outside of normal work hours is allowed, it is at the Employee's option and is not mandatory. Travel time outside normal work hours is not compensated time unless otherwise required by FLSA.**

Section 9. **Rental Cars**

A. **Hotel shuttle buses and taxis in that order, are the preferable means of transportation when out-of- town. Where use of these modes is impractical and not economical, use of a rental car may be justified. A Rental Car Request (Exhibit III) should be completed by the Employee and approved by the County Auditor prior to making a rental car reservation. The County self-insures and therefore the Employee should waive the extra vehicle insurance. The County will not reimburse the Employee for this insurance charge. The Employee should ensure that the vehicle is returned with a full tank. Fuel and other receipts should be retained along with the vehicle receipt for reimbursement. The use of an economy car for one person, a mid-size for two and a full-size for three or more are the recommended vehicles. The use of SUVS, vans or other specialty vehicles requires special justification. The Employee should make the rental car reservation through the County's travel agent. The Employee can make personal reservations whenever a better rate can be obtained. Make certain to receive a quote from the Purchasing Department to include on the Travel Expense Reimbursement in order to validate the lower rate. The County will not pay more than the rate quoted from the Purchasing Department.**

Exhibit III
Rental Vehicle Justification

Date of Request _____ **Date of Trip** ____ **Number of Days**_____

Destination _____ _____ **Type of Vehicle** _ **Number of Travelers** _____

Rate _____ **Rate Verification** _____

Justification: _____

Requestor _____ **Department** _____

County Auditor_____ **Approved** □ **Disapproved** □

Comments_____

Section 10. **Meals**

A. **The County has determined that out-of-town meals and associated gratuities should be paid on a per diem basis at a rate established by the Commissioners' Court during the annual budget approval process. Currently, that rate is $45 per day. This is composed of $10-breakfast, $13-lunch and $22-supper. The Employee is not required to keep receipts to document the cost of these meals. The allowance will be prorated for partial days as set forth in Section 4 above. On occasion Employees may need to travel to cities where $45 may not be adequate for meal reimbursement. In such instances, Employees may request the County Commissioners' Court to approve a higher rate for that trip and document meals as directed by the Court. For out of state travel, the County offers to reimburse Employees for their actual expenses up to $60 per day when supported by meal receipts**

including gratuity or at the per diem rate without receipts. Meal tips are included in the per diem rate and the $60 limit for out of state travel and should not be reported separately.

B. Whenever meals are included in a conference or event, Employees are expected to use the furnished meals and the per diem rate will be reduced by the applicable per diem amount for each event meal.

C. Meals will not be paid for travel with the 30-mile radius. Meals included in professional meetings where the meal is billed separately from the registration are acceptable and will be reimbursed. Business meals where important County business is conducted will be reimbursed. All business meal reimbursement requests must identify the business partners in attendance and provide an explanation of the County business that was conducted. Alcoholic beverages will not be reimbursed. Reasonable tips (15%) on business meals are acceptable.

Section 11. Use of Personal Vehicles

A. The use of personal vehicles for County business travel is acceptable whenever a County vehicle cannot effectively be utilized. The County does not insure private vehicles so the Employee should ascertain that their automobile insurance policy coverage provides adequate coverage. Damage to the vehicle, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the Employee, and not the County. The County will reimburse the Employee based upon beginning and ending odometer readings at the current IRS rate. In addition to the mileage reimbursement, the County will reimburse parking and tolls incurred while conduction County business. Whenever more than one employee is traveling to the same destination, the County will reimburse for only one vehicle. Exceptions to this rule will be granted only in acute situations.

B. The use of personal vehicle for out-of-town travel whenever a County vehicle cannot be effectively utilized is acceptable as long as the total cost to the County including Employee paid time included in the travel does not exceed the cost of air travel. Minimum travel to restaurants and other locations will be included in the mileage reimbursed. Mileage will be computed from the Employee's home or the regular work site whichever is closest to the destination.

Section 12. Taxi, Hotel, Shuttle, PublicTransportation

A. Hotel shuttle service is the preferred method of travel at out of county locations where available. Such round trip shuttle service is available at most airports to major hotels in the area. Day tickets or week tickets should be used when available. When hotel shuttle service is not available or is not available due to late arrival or other unusual circumstance, taxi is the preferable means of transportation. Using a taxi from a hotel or meeting site to visit a restaurant or other event site should be avoided if possible. The County does not reimburse for such trips except in unusual documented circumstances.

Section 13. Long Distance Calls/Internet Service

A. The County will reimburse reasonable long distance charges for out of town travel. Phone cards, which are available at most convenience stores and hotel quest shops, are preferable.

The use of hotel long distance service is discouraged due to its very high rate. Collect calls should be use only in an emergency.

B. Reasonable internet café service charges will be reimbursed to allow Employees access to their internet mailboxes at the County in order to carry on County business from their out-of-town location.

Section 14. Incidental Expenses

A. The County will reimburse for reasonable incidental expenses necessitated by a long trip. Customary hotel and transportation tips will be reimbursed.

Section 14. County Sponsored Meetings

A. The County Commissioners' Court authorizes various County or vendor sponsored meetings or events to occur and permits Employees to attend so long as there is either a county benefit to be derived from attendance or there is a boost in employee morale. Examples include:

- vendor sponsored products office supply or technology exhibits to introduce employees to new products that will assist them with the performance of their jobs.
- GFOA and GASBY training to help train employees of the requirements of these programs.
- Technology training to assist employees in the development of new job skills.
- In house employee and management development training to assist in the further development of employee skills.
- Employee and retiree benefits and health fairs to assist employees who wish to obtain a better understanding of their benefits and to help screen employees against potential and unknown health problems.

B. Employees who desire to attend a meeting or event must have the prior approval of their Supervisor or Department Head.

C. The expenditure of County funds to provide light refreshments such as soft drinks, cookies, doughnuts and other similar snacks is permitted so long as the sponsoring department has sufficient appropriations in their budget to cover the sponsored event.

D. County approved vendors may, together with a County Department, help sponsor and provide light refreshments at a meeting or event as long as the meeting or event relates to County business and a County benefit is derived from the attendance by County Employees.

E. Door prizes regardless of value may not be solicited or obtained from any County vendor or from any third party. Nor may any such prize be handed out to

any attendee at the meeting or event or any time thereafter. But, in order to encourage Employee attendance or active participation in a meeting or event Department funds may be used to purchase several small door prizes not to exceed $25 per item. Such items may be awarded either to County Employees who actively engage in training or in the form of a drawing.

F. The maximum County expenditure for all refreshments and door prizes may not exceed more than $300 per event unless prior approval is obtained from the County Purchasing Agent.

G. Ex County Employees, such as retirees, and employees of sister governmental units may attend an event if space is readily available.

AGENDA ITEM #16

County Architect

MEMO

Date Thursday, January 19, 2012

Addressed to:

Commissioners' Court Agenda Galveston County

Items:

The new construction portion of the Animal Resource Center is approaching 100% complete

The renovation to the existing facility is underway We need to free up encumbered funds in this account to fund the renovations

We are asking the Court to approve 13 deductive change orders and 10 additive change orders on the Animal Resource Center to fund renovation of the existing facility

There are 23 separate Trade Contracts on the project 13 of those Trades are complete with their work, do not have any work to do for the renovation of the existing facility, and have money left in the contingency allowance of their contract We would like to reduce the contract sum of those contracts by the amount of the remaining contingency balance, close out the contracts, and return unused funds to the construction fund The total reduction in cost for these 13 contracts is $63,622 87

There are 10 Trade contracts plus the Construction Manager agent on the project who's scope of work has been increased to include renovation of the existing facility We would like to reduce the contingency allowance in those contracts to $0 and add enough additional funding to complete the renovation work The added cost for these 11 change orders is $205, 614 45

We have added 2 Trade contracts not associated with the change orders above to complete the renovation work at a cost of $41,980 00

The total cost of renovations is approximately $247,594 45 which is less than the anticipated $250,000 by a few thousand dollars The project will remain under budget

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

ANIMAL RESOURCE CENTER

project number 09-016
January 24, 2012 - Change Order Summary

SUMMARY OF CHANGE ORDERS REQUIRED TO FUND REMODELLING THE EXISTING FACILITY

13 Change Orders to zero out Allowance balances in various Trade Contracts.

		Proposal #	CONTRACT	PO#	Co to take Allowance to $0
3	THE ANCHOR GROUP, INC	B101034	$77,275 80	C107567	($4,692 00)
5	BIG 4 STEEL SERVICES LP	B101036	$251,537 00	C102547	($6,759 00)
7	JOHN A WALKER ROOFING CO INC	B101038	$284,720 76	C102713	($12,275 00)
8	LUEBE JONES, INC dba AVAdek	B101039	$92,489 00	C101893	($4,404 00)
9	J W KELSO CO INC - STOREFRONT	B101040	$124,237 00	C101371	($3,620 00)
10	J W KELSO CO INC - O H DOORS	B101041	$21,000 00	C101370	($1,000 00)
11	ARCHITECTURAL SURFACES, INC	B101042A	$101,640 00	C104123	($2,547 00)
16	J W KELSO CO INC - MISC SPEC	B101047	$12,768 00	C101349	($237 00)
14	Suretec Insurance Co (NATIONS FLOORING)	B101045	$11,025 00	C203393	($525 00)
18	SCHROER MFG CO - CAT KENNELS	B101048B	$135,547 79	C106469	($5,905 00)
19	MESA MECHANICAL, INC	B101049	$351,015 00	C102605	($16,715 00)
20	RENEGADE FIRE SYSTEM LLC	B101050	$62,265 00	C101372	($2,965 00)
21	MITCHELL CHUOKE PLUMBING	B101051	$707,599 00	C102118	($1,978 87)
					($63,622.87)

10 Change Orders to add renovation scope of work to various existing Trade contracts

	TRADE CONTRACTOR	Proposal #	CONTRACT	PO#	C O FOR EXISTING
1	LUCAS CONSTRUCTION	B101032	$470,000 00	C011841	$12,710 50
2	SULLIVAN LAND SERVICES, LTD	B101033	$101,640 00	C102541	$2,260 00
4	LOWERY MASONRY LLC	B101035	$173,619 00	C011934	$247 00
6	MITCHELL CHUOKE PLUMBING CO CABINET	B101037	$104,422 00	C102735	$135 00
12	BOEDEKER CONSTRUCTION, INC	B101043	$449,225 00	C101373	$91,275 00
13	J W KELSO CO INC- EPOXY FLOORS	B101044	$108,780 00	C101350	$11,621 95
15	STROMMEN PAINTING & ENTERPRISES, INC	B101046	$54,510 00	C102474	$20,715 00
17	MASON COMPANY LLC - KENNELS	B101048A	$261,189 39	C104846	$21,405 00
22	TREADWELL ELECTRIC CONTRACTORS, INC	B101052	$421,483 00	C102037	$25,245 00
	ARDENT CONSTRUCTION	B101005	$428,722 07	C005711	$20,000 00
					$205,614.45

2 New Trade Contracts based on renovation scope of work.

	BURTS A/C		$34,220 00		$34,220 00
	New contract - 3 estimates taken				
	TILE WORK		$7,760 00	$0 00	$7,760 00
	New contract - 3 estimates taken				

AGENDA ITEM #16a

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project . . . . . Concrete @ Animal Resource Center 09-016
Proposal Number **B101032**
PO Number **C011841**
Date: . . . . . **Dec. 12, 2011**

Trade Contractor: Lucas Construction Co, Inc.
551C League City Parkway
League City, Texas 77573

Attn Willis Lucas, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work.

	Earthwork Allowance.		$50,000 00
1	AEA #1 issued 11/16/2010	Cost	$35,000 00
2	AEA #3 issued 5/16/2011	Cost	$14,871 00
	Balance. . .		$129 00
	Contingency Allowance		$20,000 00
3	AEA #2 issued 5/16/2011 . . .	Cost	$17,390 00
4	AEA # 4 issued 5/25/2011	Cost	$2,100 00
	Balance.		$510 00

W \Architecture\0 PROJECTS\09-016 - Animal Resource Center\AP-fees-invoices-expenses\Construction\Lucas\Change Order 01 doc

722 Moody 5' Floor Galveston Texas 77550 (409) 770 5330

5	Reduce balance to $0 00 by Change Order #1	**($639.00)**
	Balance	$0.00

ADDITIONAL WORK REQUESTED

6	Add fill at new sign location	$1,026.00
7	Add concrete paving at side entry gate	$4,647 50
8	Add truck support at new entry 70 linear feet	$1,050.00
9	Install 8 bollards to protect overhead grilles	$3,200 00
10	Add 64 tons of crushed concrete for oilfield access	$2,200.00
11	Fill existing drain trench at kennel area	$1,226.00
12.	Sub-total Additional work	**$13,349.50**
13.	Total agreement change required (line 12 less line 5)	$12,710.50

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00 and adds scope of work to the project to improve the end product and accommodate renovation of the existing facility

Original Contract Sum	$470,000 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$470,000 00
Contract Sum will be increased by this Change Order	$12,710.50
Contract Sum	**$482,710.50**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
1/24/12

Lucas Construction Co, Inc
Trade Contractor

pending
DATE
1-17-12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE

Mark Henry, County Judge
Galveston County

pending
DATE

JDA
RCU

Ardent Construction, LLC

133 N Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Lucas Construction Co Inc

PO# B101032 Date 11/16/10

Authorization Number: 1

To Lucas Construction Co Inc.

Attn Willis Lucas

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work:

Earthwork required to complete project per attached breakdown

Original Allowance Sum	$	50,000
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	50,000
Allowance Sum will be ***decreased*** by this Authorization	$	35,000
Allowance Balance	$	15,000

Jackson & Ryan Architects — Date 11/18/10

Ardent Construction, LLC — Date 11/18/10

O C Unbenagen, Galveston County — Date 11/18/10

LUCAS
CONSTRUCTION CO INC.

August 24, 2010

Ardent Construction Co
405 Laurel Drive
Friendswood, TX 77546

Re. Galveston Animal Resource Center

Dear Mr. Brown:

Lucas Construction Co., Inc. has surveyed the existing site and has estimated that we will need approximately 250 loads of select fill to complete the site grading and building pads. We estimate $41,000.00 to complete this work.

Survey	$800.00	
Strip vegetation	$1,200.00	
Fill	$15,000.00	5 00
Grading & Compaction	$16,100.00	5 00
Layout	$1,900.00	
Overhead & Profit	~~$6,000.00~~	$35,000.00
Total	~~$41,000.00~~	

If you need any additional information or have any questions, please call. Lucas Construction is ready to mobilize this week.

Regards,

Willis Lucas

Willis Lucas
Lucas Construction Co., Inc.

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Lucas Construction Co Inc

PO#: B101032 Date 5/16/11

Authorization Number 2

To. Lucas Construction Co. Inc.

Attn:Willis Lucas

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work:

Concrete work per attached proposal dated 5/9/11

Original Allowance Sum	$	20,000
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	20,000
Allowance Sum will be ***decreased*** by this Authorization	$	17,390
Allowance Balance	$	2,610

Jackson & Ryan Architects — Date 5/19/11

Ardent Construction, LLC — Date 5/19/11

O C Unbehagen, Galveston County — Date 5/19/11

RW LUCAS
CONSTRUCTION, LLC

May 9, 2011

Ardent Construction Company
Mr. Larry Brown
133 N. Friendswood Dr., #300
Friendswood, TX 77546

RE: Revision 3; Paving Modification Cost for Galveston County Animal Resource Center

Dear Mr. Brown:

RW Lucas Construction can complete the following work for the amount shown below.

Demo new sidewalks around 6 trench drain inlets and repour sidewalk to match elevation of inlets	$2,400 00
Demo fences, kennel pads, antenna	$1,100.00
Thirty two (32) LF 6" curb	$150.00
Two (2) ADA Ramps	$1,500.00
Replace decomposed granite with 4" reinforced concrete paving	$7,400.00
Sloped concrete paving between sidewalk and drive	$1,440.00
Cement stabilized crushed concrete drive in lieu of non-stabilized crushed concrete	$2,200.00
Saw cut & grout 12 inlets for 3/8" metal covers by others	$1,200.00
~~Site sign, footings & base~~	~~$14,871.00~~

$17,390.

Please respond as soon as possible to allow us to schedule this work.

Best regards,

Willis Lucas

Willis Lucas
RW Lucas Construction

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

Ardent Construction, LLC

133 N Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor. Lucas Construction Co Inc

PO#· B101032 Date: 5/16/11

Authorization Number: 3

To. Lucas Construction Co Inc.

Attn:Willis Lucas

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work·

Furnish and install precast sign including base per attached proposal breakdown and proposal from Wausau Tile

Original Allowance Sum	$	50,000
Allowance Expenditures Prior to this Authorization	$	35,000
Allowance Balance Prior to this Authorization	$	15,000
Allowance Sum will be ***decreased*** by this Authorization	$	14,871
Allowance Balance	$	129

Jackson & Ryan Architects — Date 5/19/11

Ardent Construction, LLC — Date 5/19/11

O C. Unbehagen, Galveston County — Date 5/19/11

May 9, 2011

Ardent Construction Company
Mr. Larry Brown
133 N. Friendswood Dr., #300
Friendswood, TX 77546

RE. Price Breakdown for Galveston County Animal Resource Center Sign

Dear Mr Brown:

Price breakdown follows·

	Concrete	Steel	Labor	Equipment	Form	Total
Pier	$150 00	$100.00	$360.00	$600.00	$0.00	$1,210.00
Beam	$300.00	$100.00	$460.00	$200.00	$200.00	$1,260 00
Sign **	0.00	0.00	$2,600.00	$9,801.00	$0.00	$12,401.00
Total	$450.00	$200 00	$3,420.00	$10,601.00	$200.00	$14,871 00

** Based on quote from Wausau Tile.

The work excludes graphics, electrical, testing, relocating subsurface obstructions, painting, floating or texturing of finish.

Please call if you have any questions

Best regards,

Willis Lucas
RW Lucas Construction

Since 1953

Larry Brown
Ardent
Houston, TX

March 29, 2011

lbrown@ardentcs com

Project. Galveston County Animal Resource Center Sign

IN COMPLIANCE WITH YOUR REQUEST FOR A PRICE QUOTATION ON SITE FURNISHINGS SUPPLIED BY WAUSAU TILE, WE SUBMIT THE FOLLOWING

QTY	MODEL #	DESCRIPTION	UNIT PRICE	EXTENSION
1	Custom	10'4" long x 5'6" tall x 8" thick precast concrete sign (design per drawing provided) To have #4 & #3 standard rebar reinforcement. Sign to be double sided – side two the same as side one Unit to have 18" dia. lucite logo of the Galveston County Health District. Sign to also have 1 dog and 1 cat as a cast-in logo (customer to provide artwork). Wording to say "GALVESTON COUNTY" "ANIMAL RESOURCE CENTER" w/cast in reveal line Weight of sign is 6,000 lbs.		$8,778 00

QUOTATION IN EFFECT UNTIL 4/29/11 — SUBTOTAL. $8,778 00
QUOTE YOU AS ABOVE F O B.: 14215 — SHIPPING & HANDLING $ 873 00
Unloading & Placement on customer's prepared footing . . . . $ 150 00
SHIPMENT CAN BE MADE IN· Approx. 8-10 Weeks ARO — SALES TAX 8 25% on product & frt
If tax exempt, please submit a tax exempt certificate to Wausau Tile at 715-355-4627

PAYMENT TERMS· 30% deposit, Remaining balance net 30 pending credit approval — **TOTAL: $9,801.00 (plus tax if applicable)**

Sales/Use Tax will be due and payable unless a properly executed sales tax exempt certificate is provided to Wausau Tile prior to shipment. Please fax to 715-355-4627 When required by state regulation, provide an original by post.

All cancelled/returned orders must receive prior approval Restocking fee applies to all canceled/returned orders, freight charges will be incurred for both ways on returned deliveries

30% down payment required on all custom or modified products prior to production. Approved sign drawings must include logo/letter colors and logo artwork.

TERMS & CONDITIONS.

1 This is a material only proposal Prices are based on units as listed above
2 Any increase or decrease of quantities for this project could warrant re-quoting
3 Confirming final quantities are the responsibility of the customer
4 Deliveries must be received during regular business hours
5 Materials not shipped within 30 days of notification will be subject to storage charges.
6 Wausau Tile standard payment terms apply
7 Material proposal is valid for 30 days
8 Freight rates are based on today's rates and may change due to fuel surcharge
9. Delivery in one location only unless noted
10 Installation & assembly is the responsibility of the consignee
11 Additional charge of 10% for Granitex

PO Box 1520 • Wausau, Wisconsin 54402-1520 • 715/359-3121 • Fax 715/355-4627 • Email. wtile@wausautile com
www wausautile com

PURCHASING CONDITIONS:

1 The purchase order and payment should be made out to Wausau Tile
2 To expedite shipment, please include an address for billing and an address for delivery

Approved by

PLEASE APPROVE AND RETURN

PCI

SITE FURNISHINGS DIV OF WAUSAU TILE

Chris Bendickson – Site Furnishings Sales

WAUSAU

PO Box 1520 • Wausau, Wisconsin 54402-1520 • 715/359-3121 • Fax 715/355-4627 • Email wtile@wausautile.com
www.wausautile.com

Ardent Construction, LLC

133 N Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Lucas Construction Co Inc

PO#: B101032 Date: 5/25/11

Authorization Number 4

To: Lucas Construction Co. Inc

Attn: Willis Lucas

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work:

Add sidewalk @ open areas between Main bldg and Strays

Original Allowance Sum	$	20,000
Allowance Expenditures Prior to this Authorization	$	17,390
Allowance Balance Prior to this Authorization	$	2,610
Allowance Sum will be ***decreased*** by this Authorization	$	2,100
Allowance Balance	$	510

Jackson & Ryan Architects — Date: 5/26/11

Ardent Construction, LLC — Date: 5/26/11

O C Unbehagen, Galveston County — Date: 5/26/11

RW LUCAS
CONSTRUCTION, LLC

May 19, 2011

Ardent Construction Company
Mr. Larry Brown
133 N Friendswood Dr., #300
Friendswood, TX 77546

Re Additional Sidewalk work for Galveston County Animal Resource Center

Dear Mr. Brown:

RW Lucas proposes to install a 7' wide sidewalk at the rear of the building, as discussed for the sum total of $2,100.00. This work excludes anything not mentioned in the previous description above.

Please call if you have any questions.

Best regards,

Willis Lucas
RW Lucas Construction

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

RW LUCAS
CONSTRUCTION, LLC

October 13, 2011

Mr. Larry Brown
Ardent Construction Company
133 N. Friendswood Dr., #300
Friendswood, TX 77546

RE: Galveston County Animal Resource Center

Dear Mr. Brown:

RW Lucas Construction proposes to provide labor, material, equipment and insurance to install five loads of select fill and compact in 12" lifts for a total of $1,026.00 for the sign footing. Please advise.

Best regards,

Dustin Johnson

Dustin Johnson
RW Lucas Construction

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

RW LUCAS
CONSTRUCTION, LLC

September 13, 2011

Mr. Larry Brown
Ardent Construction
133 N. Friendswood Drive, #300
Friendswood, TX 77546

Re: Entrance Work

Dear Mr. Brown:

RW Lucas Construction proposes to provide labor, material, equipment, supervision and insurance required to install 715 SF of 6" concrete paving at the crushed concrete entry to the new gate for $4,647.50. We will also add 70 linear feet of 12" x 6" beam at the entrance for $1,050.00.

12" X 8"

The above pricing includes only the work described. Any additional work will be priced separately.

Please review and advise.

+ Curbe Plating

Best regards,

Dustin Johnson

Dustin Johnson
RW Lucas Construction

DJ/jb

Copy to: O.C. Unbehagen
D. Anderson

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

RW LUCAS
CONSTRUCTION, LLC

September 13, 2011

Larry Brown
Ardent Construction
133 N. Friendswood Drive, #300
Friendswood, TX 77546

Re: Animal Shelter – Extra Work

Dear Mr. Brown:

RW Lucas Construction proposes to provide labor, material, equipment, supervision and insurance required to install 64 tons of crushed rock for $2,200.00. We will core concrete paving, drill 18" / 36" deep, place your bollard and place concrete in the post hole for $400.00 each. x 8 = 3200

5,400

If you have any questions please call.

Sincerely,

Dustin Johnson

Dustin Johnson
RW Lucas Construction, LLC

DJ/jb

Copy to: O.C. Unbehagen
D. Anderson

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

RW LUCAS
CONSTRUCTION, LLC

November 17, 2011

Mr. Larry Brown
Ardent Construction Company
133 N. Friendswood Dr., #300
Friendswood, TX 77546

Re: Trench Estimate

Dear Mr. Brown:

RW Lucas Construction proposes to provide labor, material, equipment, insurance and supervision to fill the trench in the existing animal shelter for $1,226 00. If you have any questions feel free to call me.

Best regards,

Dustin Johnson

Dustin Johnson
RW Lucas Construction

DJ/jb

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

AGENDA ITEM #16b

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	Landscaping @ Animal Resource Center 09-016
Proposal Number	**B101033**
PO Number	**C102541**
Date	**Dec. 12, 2011**

Trade Contractor	Sullivan Land Services Ltd 13 Evia Main Galveston, Texas 77553
Attn	William Sullivan, Vice President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

	Contingency Allowance		$4,840 00
1	No AEA issued	Cost	$0 00
2	Balance		$4,840 00
	ADDITIONAL WORK REQUESTED		
3	Delete decomposed granite walkway		($5,800 00)
4	Add 900 SY Bermuda sod		$2,655 00
5	Add Baseline System to irrigation controls		$8,145 00
6	Add irrigation to trees located on east side of drive		$2,100 00
7	Sub-total Additional work		**$7,100.00**

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

8 Total agreement change required (line 6 less line 2) . $2,260 00

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00 and adds scope of work to the project to add dos instead of seed, add a Baseline irrigation control system, delete decomposed granite walkways, and add irrigation to relocated trees.

Original Contract Sum	$101,640. 00
Authorized Changes Prior to this Change Order	$0.00
Contract Sum Prior to this Change Order	$101,640 00
Contract Sum will be increased by this Change Order	$2,260 00)
Contract Sum	**$103,900.00**

Jackson and Ryan Architects, Martha Seng, *FAIA*
Architect

pending
DATE
1/24/12

Sullivan Land Services Ltd
Trade Contractor

pending
DATE
1/6/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE
12/13/11

Mark Henry, County Judge
Galveston County

pending
DATE

JDT
OCH

SULLIVAN LAND SERVICES, LTD.
P O Box 131486, Houston, Texas 77219

Phone 713 880 8411
Fax 713 880 2427

Galveston County Animal Resource Center
Texas City, Texas

4/12/2011

Description of Work to be Performed		Total Price
1 Deduct 30 tons of crushed granite	$	(1,600 00) ?
2 Deduct 30 tons of aggregate base	$	(1,150 00)
3 Deduct 720 lf of Edging	$	(2,700 00)
4 Deduct 1,600 sf of Filter Fabric	$	(350 00)
Total Price for Alternate	**$**	**(5,800.00)**

Contact Garrett Brock with any questions.

SULLIVAN LAND SERVICES, LTD.
P O Box 131486, Houston, Texas 77219

Phone.713 880.8411
Fax: 713 880 2427

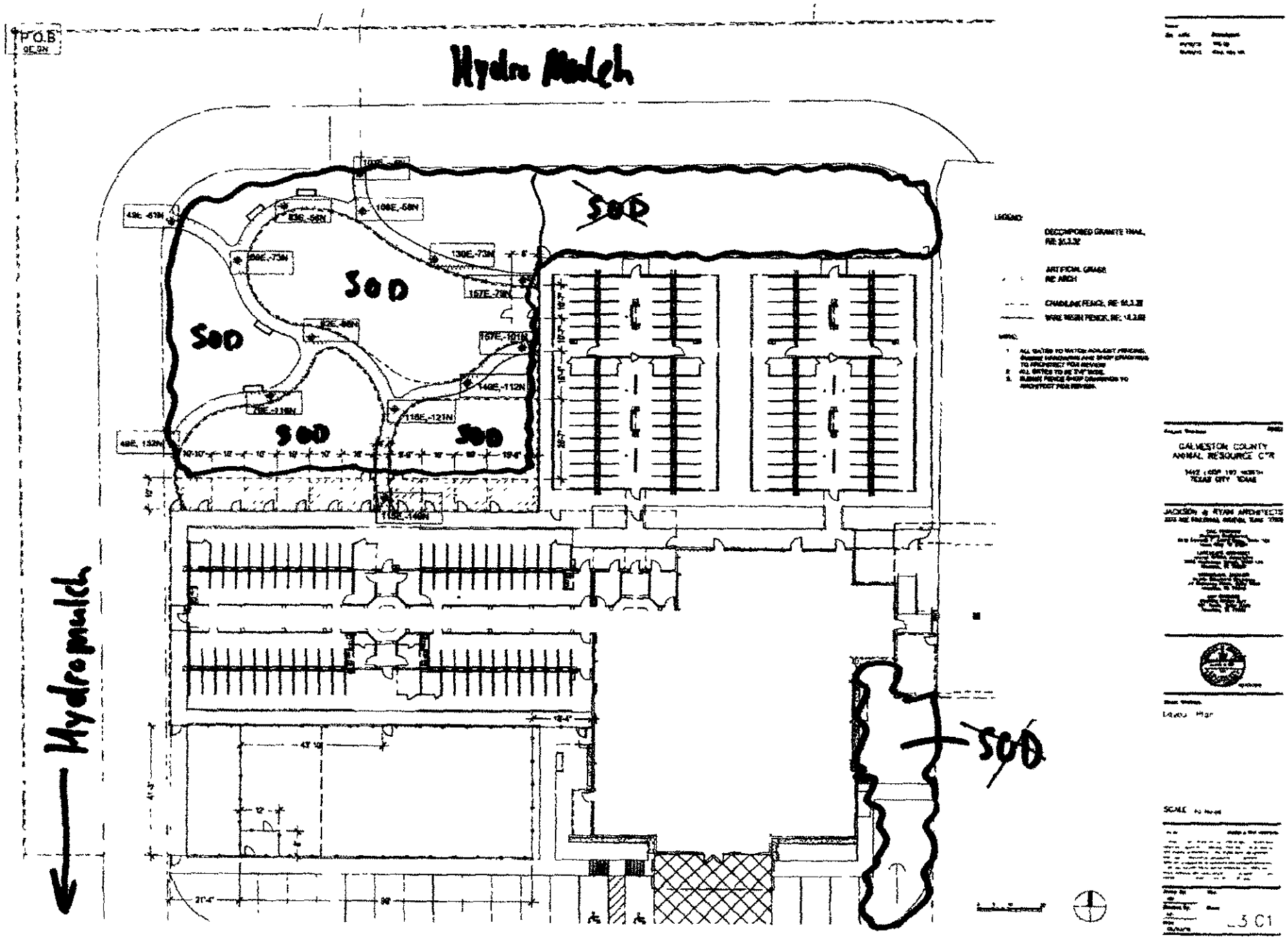
Galveston County Animal Resource Center
Texas City, Texas

7/8/2011

Description of Work to be Performed		Total Price
Add 900 sy Bermuda Sod in lieu of Hydromulch in areas per attached sketch	$	2,655.00
Install Bermuda Sod in lieu of St Augustine west of bldg & north of parking lot	$	-
Total Price for Add Alternates	**$**	**2,655.00**

Contact Garrett Brock with any questions.

OK



P.O.B
Hydro Mulch
Hydromulch
SOD
SOD
SOD
SOD
SOD
SOD
LEGEND:
DECOMPOSED GRANITE TRAIL
ARTIFICIAL GRASS
RE: ARCH
CHAINLINK FENCE
WIRE MESH FENCE
GALVESTON COUNTY
ANIMAL RESOURCE CTR
JACKSON & RYAN ARCHITECTS
SCALE

Change Order

Change Order Number
CO # 1 – Revised

Change Order Date:
12/14/2010

Project Name:
Galveston County Animal Resourc...

Project ID:
B101033

Purchase Order (PO) Number

Requisition Number:

Change Requested By

Name:
Garrett Brock

Telephone Number:
713.880.8411

E-mail Address:
gbrock@sullivaninterests.com

Fax Number:
713.880.2427

Currency: USD ($)

Detailed List of Changes

Items

1 **Install Baseline Irrigation Controls in lieu of RainBird Controls**
Includes all moisture, temp & flow sensors, lightning arrestors, two wire and necessary decoders.

Cost Adjustment: ($)
8,145.00

Hours Adjustment:
16

List Summary

Item	Description	Cost ($)	Hours
1	Install Baseline Irrigation Controls in lieu of RainBird Controls	8,145.00	16
	Total adjustment ($)	**8,145.00**	**16**

Itemized Changes

Description	Cost ($)	Hours
Baseline wall mount controller	2,200.00	0
Module for controller	400.00	0
Flow sensor	360.00	0

Temperature, rain, wind sensor	400.00	0
(16) Single station decoders	2,650.00	0
Lighting arrestor	150.00	0
Moisture sensor	305.00	0
Two wire	1,030.00	0
Labor to install all above components	1,150.00	16
	0.00	0
Deduct for RainBird ESP Controller	(500.00)	0
	0.00	0
Total adjustment ($)	**8,145.00**	**16**

Signatures

Sign and print your name.

Garrett Broek — 12/14/10

Requested By **Date**

Approved By **Date**

Change Order

Change Order Number PCO # 2	Change Order Date 11/9/2011
Project Name GC Animal Resource Center	Project ID B101033
Purchase Order (PO) Number	Requisition Number

Change Requested By

Name Garrett Brock	Telephone Number 713.880.8411
E-mail Address gbrock@sullivaninterests.com	Fax Number 713.880.2427

Currency: USD ($)

Detailed List of Changes

Items

1 **Furnish & Install 1" irrigation valve/bubblers for relocated Montezuma Cypress trees**

Cost Adjustment ($) 900.00

Hours Adjustment

2 **Furnish & Install (1) 1.5" irrigation valve for rotors along East side of entry drive.**

Cost Adjustment ($) 1,200.00

Hours Adjustment

List Summary

Item	Description	Cost ($)	Hours
1	Furnish & Install 1" irrigation valve/bubblers for relocated Montezuma Cypress trees	900.00	
2	Furnish & Install (1) 1.5" irrigation valve for rotors along East side of entry drive.	1,200.00	
	Total adjustment ($)	**2,100.00**	**0**

Signatures

Sign and print your name.

- Garrett Brock 11/9/11

Requested By Date

Approved By Date

AGENDA ITEM #16c

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project ..... Fencing @ Animal Resource Center 09-016
Proposal Number **B101034**
PO Number **C107567**
Date ..... **Dec. 12, 2011**

Trade Contractor The Anchor Group, Inc
803 E. Whitney
Houston, Texas 77022
Attn Stephen R. Williams, Vice President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement.

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work:

	Contingency Allowance		$3,679.80
1.	AEA 01 dated 8/18/2011	Increased Allowance by	$1,013 00
	Balance		$4,692 80
2.	Reduce balance to $0 00 by Change Order #1		($4,692 80)
	Balance		$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order is to reduce the balance of the Contingency Allowance to $0.00

Original Contract Sum	$77,275.80
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$77,275 80
Contract Sum will be ***reduced*** by this Change Order	$4,692 80
Contract Sum	**$72,583.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE 1/24/12

The Anchor Group, Inc
Trade Contractor

pending
DATE 1/18/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/12/11

Mark Henry, County Judge
Galveston County

pending
DATE

JDB
RCH

Ardent Construction, LLC

133 N Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Anchor Fence

PO#: C107[illegible]567 Date: 8/18/11

Authorization Number: 1

To. Anchor Fence

Attn Mike Wilson

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work:

Add gate @rear perimeter, delete replacement of 235 lf of existing fence, delete gate operator @ East, change mesh @ cats to 1" mini mesh

Original Allowance Sum	$	3679.00
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	3679.00
Allowance Sum will be ***Increased*** by this Authorization	$	1,013
Allowance Balance	$	~~1,013~~ 4,692.00

[illegible]n & Ryan Architects — Date 8/18/11

[illegible], LLC — Date 9/10/11

[illegible]n County — Date 8/18/11

[illegible]C Office (877) 851-0243 Fax (888) 816-9440

ANCHOR

THE ANCHOR GROUP, INC.

WWW.ANCHORTEXAS.COM

803 E. Whitney
Houston, TX 77022

ANCHOR FENCE
ANCHOR SECURITY TECHNOLOGIES

ANCHOR ACCESS CONTROL
TEXAS VINYL SYSTEMS

PHONE. 713-699-0723
FAX. 713-699-2825

8/17/2011

Larry Brown
Ardent Construction
405 Laurel Drive
Friendswood, TX 77546

Re: Changes to the Fence and Gates
Galveston County Animal Resource Center
Texas City, TX

Dear Larry,

Anchor Fence proposes to furnish labor, materials and supervision to revise the scope of work and pricing as follows:

- Install (1) 6' high x 26' wide chain link double swing gate into the rear perimeter fence.

Add $1,918.00 for this.

- Extend the posts on the two small cat colony enclosures, install additional framing and install 1" mini mesh in lieu of the 2" mesh chain link fabric. The fence will need to be approximately 12 inches shorter than the awning above.
- Install approximately 21 linear feet of 1" mini mesh in lieu of the 2" mesh chain link fabric at the covered porch area.

Add $3,597.00 for this.

- Omit the installation of the slide gate operator and associated hardware.

Deduct [$3,665.00] for this.

- Omit the installation of 235 linear feet of 6' high chain link fence.

Deduct [$2,863.00] for this.

The total price of these changes is [$1,013.00].

Please contact me at your earliest convenience if you have any questions regarding our proposal.

Sincerely,

Mike Wilson

THE ANCHOR GROUP, INC.

WWW ANCHORTEXAS.COM

803 E. Whitney
Houston, TX 77022

ANCHOR FENCE
ANCHOR SECURITY TECHNOLOGIES

ANCHOR ACCESS CONTROL
TEXAS VINYL SYSTEMS

PHONE: 713-699-0723
FAX: 713-699-2825

Approved By	8/18/11 *Date*
Larry Brown *Print Name*	*Purchase Order Number*

Exclusions: Unless otherwise noted in this proposal our exclusions are for concrete expansion joints, clearing, grading, surveying, layouts, control points for elevation, location of underground utilities, permits, engineering, mow strips, core drilling, setting of inserts, grounding and electrical work. Proposal valid 30 days for purpose of acceptance. Location of public and private utilities are by others.

AGENDA ITEM #16d

CR101934
C102766

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project: ..... Masonry @ Animal Resource Center 09-016
Proposal Number. **B101035**
PO Number ..... ~~**C011934**~~ DRG C102766
Date ..... **Dec. 12, 2011**

Trade Contractor Lowery Masonry LLC
1506 E. Broadway Suite 102
Pearland, Texas 7781

Attn Richard W Lowery, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement.

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work:

	Contingency Allowance	$8,268.00
1	AEA #1 issued 7/13/2011 .. Cost	$2,440 00
2.	AEA #2 issued 9/1/2011 .. Cost	$1,355.00
3	Balance	$4,473.00

ADDITIONAL WORK REQUESTED

4.	Add masonry wall for kennels in renovated facility	$4,720 00
5.	Sub-total Additional work	**$4,720.00**

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

6	Total agreement change required (line 5 less line 3)	$247.00

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00 and adds scope of work to the project to add a masonry wall in the renovation of the existing facility

Original Contract Sum	$173,619 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$173,619.00
Contract Sum will be increased by this Change Order	$247 00
Contract Sum	**$173,866.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE 1/24/12

Lowery Masonry LLC
Trade Contractor

pending
DATE 1/6/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/12/11

Mark Henry, County Judge
Galveston County

pending
DATE

DCV

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor Lowery Masonry

PO#: C107567 Date: 7/13/11

Authorization Number: 1

To: Lowery Masonry

Attn: Mark Lowery

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work.

Caulk door frames

Original Allowance Sum	$	8,268
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	8,268
Allowance Sum will be *decreased* by this Authorization	$	2,440
Allowance Balance	$	5,828

Jackson & Ryan Architects — Date 7/14/11

Ardent Construction, LLC — Date 7/14/11

O C Unbehagen, Galveston County — Date 7/14/11

LOWERY
Masonry, L.L.C

November 18, 2010

Ardent Construction
133 N. Friendswood Dr., #300
Friendswood, Texas 77546

Attn : Larry Brown

Re.: Change Order Proposal
Galveston County Animal Resource Center

Larry:

Below are the additional costs for Lowery Masonry to install the fiberglass door frames and caulk around the frames:

1. ~~Install door frames (add): $5,760.00~~ By Drywall
   a. ~~Material - $150.00~~
   b. ~~Labor - $5,610.00~~

2 Caulk around door frames (add): $2,440.00
   a. Material - $675.00
   b. Labor - $1,765.00

Please let me know if you have any questions.

Thank you,

Mark Lowery
Project Manager

ML/jm

P O Box 750516 • Houston, Texas 77275 • PH 281-993-2519 • Fax 281-993-2531

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Lowery Masonry

PO# C107567 Date 9/1/11

Authorization Number: 2

To. Lowery Masonry

Attn Mark Lowery

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work.

Masonry work @ new dryer vent $ 665

Masonry work @ vault lid $ 690

Original Allowance Sum	$	8,268
Allowance Expenditures Prior to this Authorization	$	2,440
Allowance Balance Prior to this Authorization	$	5,828
Allowance Sum will be *decreased* by this Authorization	$	1,355
Allowance Balance	$	4,473

Jackson & Ryan Architects — Date 9/22/11

Ardent Construction, LLC — Date 9/1/11

O.C. Unbehagen, Galveston County — Date 9/22/11

Larry Brown

From: Mark [mlowery@lowerymasonryllc com]
Sent: Friday, August 19, 2011 12 34 PM
To: Larry Brown
Subject: extra work at the animal shelter

Larry,
Here are our costs for the extra work we did at the animal shelter this week

1 Masonry work for dryer vent - $665
2 Masonry work for vault lid - $690

Let us know if you have any questions Thanks

LOWERY
Masonry,L.L.C.

Mark Lowery
P O Box 750516 | Houston, TX 77275
P: 281-993-2519
F: 281-993-2531
mlowery@lowerymasonryllc com

AGENDA ITEM #16e

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	Structural Steel @ Animal Resource Center 09-016
Proposal Number	**B101036**
PO Number	**C102547**
Date	**Dec. 12, 2011**

Trade Contractor	Big 4 Steel Services LP 27444 E. Hardy Spring, Texas 77373
Attn	Todd A Hoke, Vice President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

1	AEA 01 dated 7/13/2011	Cost	$1,520 00
2	AEA 02 dated 9/1/2011	Cost	$1,195 00
3.	AEA 03 dated 10/12/2011	Cost	$2,504 00
	Sub Total		$5,219 00
4	Balance of Contingency Allowance		$6,759
5	Reduce balance to $0 00 by Change Order #1		($6,759 00)
	Sub Total		$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order is to reduce the balance of the Contingency Allowance to $0.00

Original Contract Sum	$251,537 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$251,537 00
Contract Sum will be ***reduced*** by this Change Order	$6,759 00
Contract Sum	**$244,778.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
2/3/12

Big 4 Steel Services LP
Trade Contractor

pending
DATE
1-30-2012

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE
2/2/12

Mark Henry, County Judge
Galveston County

pending
DATE

AGENDA ITEM #16f

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	Millwork @ Animal Resource Center 09-016
Proposal Number	**B101037**
PO Number	**C102735**
Date	**Dec. 12, 2011**

Trade Contractor	Mitchell Chouke Plumbing Co 5805 Broadway Galveston, Texas 77551
Attn	Mitchell Chouke Jr , President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

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Description of Work

	Contingency Allowance		$4,972 00
1	AEA #1 issued7/13/2011	Cost	$3872 00
2	AEA #2 issued 10/20/2011	Cost	$585 00
3	Balance of Contingency to apply to added scope		**$515.00**
ADDITIONAL WORK REQUESTED			
4	Add scope to rebuild cat climbing structure		$290 00
5	Add scope to build new medicine cabinet		$360 00
6	Sub-total additional work		**$650.00**

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

7 Total agreement change required (line 6 less line 3) $135.00

Notes:

This Change Order adds scope of work to rebuild the damaged cat climbing structure and provides a lockable medicine cabinet. It utilizes the remaining $515 balance of the Contingency Allowance.

Original Contract Sum	$104,422 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$104,422.00
Contract Sum will be increased by this Change Order	$135 00
Contract Sum	**$104,557.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE

Mitchell Chouke Plumbing Co
Trade Contractor

pending
DATE
1/4/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/12/11

Mark Henry, County Judge
Galveston County
JDA
DCY

pending
DATE

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Mitchell Chuoke Plumbing - Cabinetwork

PO#: C102735 Date. 7/13/11

Authorization Number: 1

To: Mitchell Chuoke Plumbing

Attn: Mitchell Chuoke

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work.

1. Add locks @ Reception Desk $ 72
2. Add dish tables @ dishwasher $ 3,485
3. Lower work counters @ Work Room $ 315

Original Allowance Sum	$	4,972
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	4,972
Allowance Sum will be ***decreased*** by this Authorization	$	3,872
Allowance Balance	$	1,100

Jackson & Ryan Architects — Date 7/14/11

Ardent Construction, LLC — Date 7/14/11

O C. Unbehagen, Galveston County — Date 7/14/11

CHANGE ORDER

TOTAL CABINETS
617 5th Avenue North
Texas City, TX 77590
(409) 948-3904 (409) 948-2266 Fax

To: Galveston County
722 Moody
Galveston, TX 77550

July 11, 2011

Project: Animal Resource Center

Materials and labor to fabricate and install

Reception Desk – add 3 locks	$ 72.00
Food Prep – add 2 dish tables on each side of dishwasher	$3,485.00
Work Room – Remove counters and angle brackets, cut down angle brackets and re-install	$ 315.00

Date 7/11/11

This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

Signature _____ Date 1/4/12

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Mitchell Chuoke Plumbing - Cabinetwork

PO#: C102375 Date: 10/20/11

Authorization Number: 2

To: Mitchell Chuoke Plumbing CO

Attn: Mitchell Chuoke

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work Add trim @ cat condo $ 585

Original Allowance Sum	$	4972	
Allowance Expenditures Prior to this Authorization	$	~~-0-~~	3872
Allowance Balance Prior to this Authorization	$	~~4972~~	1100
Allowance Sum will be ***decreased*** by this Authorization	$	585	
Allowance Balance	$	~~4387~~	515

Jackson & Ryan Architects — Date 10/20/11

Ardent Construction, LLC — Date 10/20/11

O C Unbehagen, Galveston County — Date 10/20/11

CHANGE

TOTAL CABINETS
617 5th Avenue North
Texas City, TX 77590
(409) 948-3904 (409) 948-2266 Fax

To: Ardent Construction, LLC
133 North Friendswood Dr. Ste 300
Friendswood, TX

September 19, 2011

Attn: Larry Brown

Job: Animal Shelter

Materials and labor to fabricate and install:

Remove reception desk, two kiosk and three cat climbing structures to fix floor and reinstall

Twenty two hundred twelve ----------Dollars $ 2,212.00

Provide and install trim at stray cat condo

Five hundred eighty five ----------Dollars $ 585.00

Date 9/19/11

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

Signature _____ Date 1/4/12

AGENDA ITEM #16g

CR 101713
C 102540

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project ..... Roofing @ Animal Resource Center 09-016
Proposal Number: **B101038**
PO Number ..... ~~C102713~~ C102540
Date. ..... **Dec. 12, 2011**

Trade Contractor John A Walker Roofing CO Inc
415 Main Street
LaMarque, Texas 77568
Attn: John A Walker III, Vice President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work.

	Contingency Allowance		$13,558 13
1	AEA 01 dated ?	Cost	$1,283.13
	Balance...		$12,275 00
2	Reduce balance to $0 00 by Change Order #1		($12,275.00)
	Balance		$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order is to reduce the balance of the Contingency Allowance to $0.00

Original Contract Sum	$284,720 76
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$284,720 76
Contract Sum will be ***reduced*** by this Change Order	$12,275 00
Contract Sum	**$272,445.76**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE

1/24/12

John A Walker Roofing Co, Inc
Trade Contractor

pending
DATE

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/12/11

Mark Henry, County Judge
Galveston County

pending
DATE

DCU

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor John A Walker Roofing

PO# C102540 Date: 10/18/11

Authorization Number: 1

To John A. Walker Roofing

Attn John Walker

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work Provide designer color roofing instead of specified standard color $ 1,283

Original Allowance Sum	$	13558
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	13558
Allowance Sum will be ***decreased*** by this Authorization	$	1,283
Allowance Balance	$	12,275

Jackson & Ryan Architects — Date 10/20/11

Ardent Construction, LLC — Date 10/20/11

O C Unbehagen, Galveston County — Date 10/20/11

JOHN A. WALKER ROOFING CO., INC.

Commercial : Industrial
P O Box 2880 – Texas City, TX 77592-2880
Phone (409)935-5411 Fax. (409)935-4634
email. john@jwalkerroofing.com

Date: 4-5-11

Galveston County Animal Resource Center
Designer Color Upgrade Price Difference

Change color from a standard color to a designer color.

Add: $1,283.00

Galveston County Animal Shelter

QTY.	DESCRIPTION	Standard Color	Designer Color	Extension Standard Color	Extension Designer Color	Price Difference
41	30' - 9 1/2" Long IMETCO Series 300 - 12" Wide 24 Gauge Curved Panels (Color Carolina Coast)	$ 124.00	$ 139.19	$ 5,084.00	$ 5,706.79	$ 622.79
110	4' x 10' Sheets 24 Gauge Flat Stock (Color Carolina Coast)	$ 50.00	$ 56.00	$ 5,500.00	$ 6,160.00	$ 660.00
						$ 1,282.79

AGENDA ITEM #16h

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project. . . . . Aluminum Canopies @ Animal Resource Center 09-016
Proposal Number **B101039**
PO Number: **C101893**
Date. . . . . **Dec. 12, 2011**

Trade Contractor: Luebe Jones, Inc dba AVAdek
9201 Winkler
Houston, Texas 77017

Attn: Brad Luebe, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

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---

Description of Work:

	Contingency Allowance	$4,404 00
1	No AEA issued . . . . . Cost	$0
	Balance.	$4,404 00
2	Reduce balance to $0 00 by Change Order #1	($4,404 00)
	Balance	$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00

Original Contract Sum	$92,489.00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$92,489 00
Contract Sum will be ***reduced*** by this Change Order	$4,404 00
Contract Sum	**$88.085.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
1/24/12

Luebe Jones, Inc
Trade Contractor

pending
DATE
1/17/12

Brad Webb, Vice President

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/12/11

Mark Henry, County Judge
Galveston County
JDH
DCU

pending
DATE

AGENDA ITEM #16i

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project: Storefront @ Animal Resource Center 09-016
Proposal Number **B101040**
PO Number **C101371**
Date **Dec. 12, 2011**

Trade Contractor: J W Kelso Co., Inc
PO Box 2110
Galveston, Texas 77553

7225 Harborside Drive
Galveston, Texas 77554

Attn John W Kelso, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work.

	Contingency Allowance		$5,916 00
1	AEA #1 issued 7/20/2011	Cost	$1,646 00
2	COP 1040-02 dated 8/12/2011	Cost	$650 00
	Balance		$3,620 00
3	Reduce balance to $0 00 by Change Order #1		($3,620 00)
	Balance		$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00

Original Contract Sum	$124,237.00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$124,237 00
Contract Sum will be ***reduced*** by this Change Order	$3,620 00
Contract Sum	**$120,617.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
1/24/12

JW Kelso Co, Inc
Trade Contractor

pending
DATE
1/4/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE
1/24/12

Mark Henry, County Judge
Galveston County

pending
DATE

O.C.U.

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: J W Kelso - Aluminum Storefront

PO#: C101371 Date: 7/20/11

Authorization Number: 1

To: J W Kelso Co. Inc

Attn: J.P. Nitcsh

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work: Add flagpoles

Original Allowance Sum	$	5916
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	5916
Allowance Sum will be *decreased* by this Authorization	$	1646
Allowance Balance	$	4270

Jackson & Ryan Architects — Date 7/21/11

Ardent Construction, LLC — Date 7/21/11

O C. Unbehagen, Galveston County — Date 7/21/11

J.W. KELSO COMPANY, INC.
P.O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL

NO. 1040-01

PROJECT Galveston County Animal Resource Center
COP NO.. 1040-01 DATE QUOTED: 07/20/11

TO. Larry Brown
Ardent Construction, LLC
133 N Friendswood Drive #300
Friendswood , TX 77546
(Phone) 713-256-0046 (Fax) 888-816-9440

PROJECT NO.. 197
ARCH. PROJECT NO..
DAYS ALLOWED FOR APPROVAL. 10
EXPIRATION DATE: 07/30/11
REQUESTED EXTENSION OF TIME IN DAYS. 8

DESCRIPTION

Provide and Install (1) one Bronze Tone 25' Flagpole per attached quote
Foundation work by others.
To be pulled from Aluminum Storefont, Glass and Glazing Contingency Allowance

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT.
Angleton Flag Company	Flag Pole	$1,646 00
	TOTAL FROM WORK BREAKDOWN PAGES	$0 00

APPROVAL

NAME:
ARCH:
DATE:
SEND COPIES TO

J W KELSO COMPANY, INC

BY
J P Nitsch, Project Manager
DATE 7/20/11

SUB SUBTOTAL:		$1,646 00
BOND:	0%	$0 00
GL INSURANCE.	0%	$0.00
		$0 00
		$0 00
SUBTOTAL		$1,646 00
OVERHEAD.	0%	$0 00
SUBTOTAL:		$1,646 00
PROFIT:	0%	$0 00
TOTAL COP AMOUNT10:42:14		$1,646 00

Angleton Flagpole Company, LLC

Be Proud

Mark Pittman
Cell 281-808-5526
Phone: 979-849-4440
Fax: 979-849-5950
mpittmanlll@gmail.com
110 North Walker
Angleton, Texas 77515

Ardent Construction
Larry Brown
lbrown@ardentcs.com
713-253-0046
July 11, 2011

Quote #: AFC0773
Galveston County Animal Resource Center

Dear Larry,

Per your request, we are pleased to offer the following for your review and consideration.

Item 1: (1) One each Bronze Tone 25' flagpole priced to fly one flag with the following specifications

Model	T-25-IH Tapered Fiberglass
Manufacturer	Fiberglass Flagpoles of America
Exposed Height	25'
Total Length	27'6"
Butt Diameter	4.57"
Top Diameter	2.75"
Wall Thickness	145"
Flagpole Weight	38 lbs
Truck	Single Revolving 360°
Halyard	Single 1/4" internal
Flash Collar	10" x 10" Square PVC
Finial	4" Gold Anodized Ball
Snaps	Nylon (Two per Halyard)
Cleat	5" PVC
Recommended Flag Size	4' x 6'
Max Un-Flagged Wind Speed	190 mph
Max Flagged Wind Speed	150 mph
Sleeve	6" x 30" PVC Ground Set Supplied
Foundation Work	**By Others**
Recommended Foundation	30" diameter x 36" height

Total Price One Flagpole Delivered and Installed (excluding taxes)..... $1,646.00

This quotation is subject to your acceptance within 30 days after which time it may be subject to price revisions. Terms of sale are net 30 days for open accounts.

We can deliver the above equipment within 4 to 6 weeks The delivery is based on current conditions and is subject to change pending receipt of prior orders for equipment on outstanding quotations

Installations are based upon having free and clear access to the job site. **Customer will be responsible for having any/all obstacles removed from the site to facilitate installation of the flagpole otherwise additional cost will be incurred.** Reasonable care will be exercised in the moving of equipment in and out of the site Since cranes and related equipment are heavier than the average load that some improved surfaces are designed for, **Angleton Flagpole Company** accepts no liability for damages to parking lots, road surfaces, yards, and underground installations Customer is responsible to locate underground utilities prior to our digging holes TERMS AND CONDITIONS STATED HEREIN ARE AGREED TO AS INDICATED

J.W. KELSO COMPANY, INC.
P.O. Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL

NO. 1040-02

PROJECT. Galveston County Animal Resource Center
COP NO.: 1040-02 DATE QUOTED· 08/02/11

TO: Larry Brown
Ardent Construction, LLC
133 N Friendswood Drive #300
Friendswood , TX 77546
(Phone) 713-256-0046 (Fax) 888-816-9440

PROJECT NO : 197
ARCH PROJECT NO..
DAYS ALLOWED FOR APPROVAL. 10
EXPIRATION DATE 08/12/11
REQUESTED EXTENSION OF TIME IN DAYS: 8

DESCRIPTION·
Provide and Install (2) Room Darkening Shades from Justblinds.com in the Multipurpose room as requested.
To be pulled from Aluminum Storefont, Glass and Glazing Contingency Allowance.

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
Justblinds com	Blinds	$500 00
Sabine Service Co.	Measure and Install	$150.00
	TOTAL FROM WORK BREAKDOWN PAGES	$0 00

APPROVAL

NAME:
ARCH.
DATE·

SEND COPIES TO

J W. KELSO COMPANY, INC.

BY·
J.P Nitsch, Project Manager
DATE. 8/2/11

SUB SUBTOTAL.		$650 00
BOND:	0%	$0 00
GL INSURANCE·	0%	$0 00
		$0 00
		$0.00
SUBTOTAL.		$650.00
OVERHEAD	0%	$0 00
SUBTOTAL.		$650 00
PROFIT:	0%	$0 00
TOTAL COP AMOUNT10:57:10		$650 00

J P Nitsch

From: Larry Brown [lbrown@ardentcs.com]
Sent: Wednesday, July 27, 2011 3:10 PM
To: J P Nitsch
Subject: FW. GCARC-Window Covering

please provide a proposal to add the following window shades @ the 2 Multipurpouse room windows

From: Joshua Ma [mailto:jma@jacksonryan.com]
Sent: Thursday, July 21, 2011 2:51 PM
To: Larry Brown
Cc: Jake Brown
Subject: GCARC-Window Covering

Larry,

The window covering Kim wants is the Room Darkening Roller Shade from Justblind.com. This is the link for it:
http://www justblinds.com/dynamic/product.cfm?productID=181
The color we want is Reminiscent Beige.

Thanks.

Joshua Ma
Associate

Jackson & Ryan Architects
2370 Rice Blvd. Suite 210 Houston TX 77005
713.526.5436 fax 713 526.4241
jma@jacksonryan.com

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Lowest Prices Online.

1-800-959-9939
Sales. M-F 8-9, Sa-Su 9-5 CDT
Service: M-F 8-5, Sa 9-5 CDT

Products

Home > Roller Shades

Room Darkening Shades

Our classic room darkening roller shades are a simple, effective, and affordable window covering choice. They feature a standard spring roller lift mechanism and a straight bottom hem. An optional continuous loop lift chain is available at no extra charge. They block 100% of natural light which makes them ideal for both residential and commercial applications. Made with a rugged 12 oz. 4-ply construction (3-ply vinyl and 1-ply fiberglass) our roller shades meet the State of California's strict fire code for flame retardants. These shades come with a white backing, so no matter how many colors you choose, you'll have a uniform appearance on the streetside. Their slight luster makes them easy to clean and washable with mild detergent. All bottomrails are heat sealed.

On inside mount roller shades the fabric will be 7/8" to 1 1/2" narrower than the tip to tip measurement (see measuring). This allows space for the shade to operate properly and is true on all brands of roller shades. You may compensate for this by adding to your width measurement and opting for an outside mount. On all inside mounted roller shades you will have a 7/16" to 3/4" light gap on each side of the shade unless there is a window frame, trim, or drapery covering this space.

Photo Gallery

CUSTOMIZE & BUY

Current Production Time: 8 days

Overall Rating ★★★★½ 4.3 10 of 12 (83%) would recommend this product to a friend

Ease of Installation 3.8 Appearance 4.2 Quality 4.2

Read all reviews Write a review

Price It! Width: 94 0/0 Height: 100 0/0 = Price: $ 213 00

Color Swatches Specs Features & Options Reviews

Reminiscent White	Reminiscent Cream	Reminiscent Beige	Reminiscent Grey	Reminiscent Navy	Reminiscent Hunter Green
Request Free Sample	Request Free Sample	Request Free Sample	Request Free Sample	Request Free Sample	

Other Produ

Horizontal Bl

Faux Wood B
2" Express Fa
2" Express Fa Stains
2" Faux Wood
Ball® 2" Econ
2" Faux Wood
2 1/2" Express
2 1/2" Faux W

Aluminum Bl
1" Economy A
Ball® 1" Alumi
2" Aluminum

Real Wood Bl
2" Express W
2" Premium W
2" Designer W
2" Designer W
1" Premium W
2 1/2" Designe

Horizontal Sh

Cellular Shad
Economy Cor Shade
3/8" Double C
3/8" Double C
Ball® 3/8" Sin Filtering
1/2" Single Ce
3/4" Single Ce
3/4" Single Ce

Pleated Shad
Economy Plea Filtering

Horizontal Sh
Shangri-La™
Shangri-La™

Fabric Roman
Standard Light
Premium Light
Premium Roo

Woven Wood
Economy Wov
Premium Wov
Exotic Woven

Roller Shades
Premium Shes
Room Darkeni
Standard Shes

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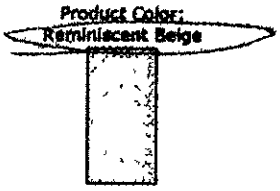
My Shopping Cart

Room Darkening Roller

Add another Edit Delete

Room name (optional)

Product Color:
Reminiscent Beige



Width: 94 1/2"		Base:	$213.00
Height: 100"		Options:	$0 00
Mount: Inside		Quantity.	1
Lift Cord: Right		Item Total.	$213 00

Notes (optional)

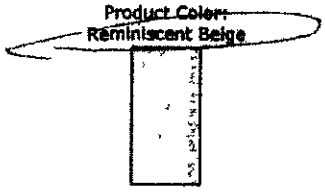
OPTIONS SELECTED: Continuous Loop Lift Cord |

Room Darkening Roller

Add another Edit Delete

Room name (optional)

Product Color:
Reminiscent Beige



Width: 94 1/8"		Base:	$213 00
Height: 100 1/2"		Options	$0 00
Mount: Inside		Quantity	1
Lift Cord: Right		Item Total:	$213 00

Notes (optional)

OPTIONS SELECTED: Continuous Loop Lift Cord |

We do not ship to APO/FPO addresses, Puerto Rico, U S Virgin Islands, Guam, or anywhere outside the U S A

Orders shipped to Texas will be charged 8 25% State Sales Tax.

Sub Total.	$426.00
Shipping Charges	$70 00
Order Processing.	$4.00
Total.	$500 00
Optional Code:	

Recalculate Totals

Save As Wishlist

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Other Products

Horizontal Blinds

Faux Wood Blinds
2" Express Faux Wood
2" Express Faux Premium Stains
2" Faux Wood
Bali® 2" Economy Faux Wood
2" Faux Wood Premium Stains
2 1/2" Elongate Faux Wood
2 1/2" Faux Wood

Aluminum Blinds
1" Economy Aluminum Mini
Bali® 1" Aluminum Mini
2" Aluminum

Real Wood Blinds
2" Express Wood
2" Premium Wood
2" Designer Wood
2" Designer White Wood
1" Premium Wood
2 1/2" Designer Wood

Horizontal Shades

Cellular Shades
Economy Cordless Cellular Shade
3/8" Double Cell Light Filtering
3/8" Double Cell Blackout
Bali® 3/8" Single Cell Light Filtering
1/2" Single Cell Light Filtering
3/4" Single Cell Light Filtering
3/4" Single Cell Blackout

Pleated Shades
Economy Pleated Light Filtering

Horizontal Sheer Shadings
Sheeri-La™ Light-Filtering
Sheeri-La™ Room Darkening

Fabric Roman Shades
Standard Light Filtering
Premium Light Filtering
Premium Room Darkening

Woven Wood Shades
Economy Woven Wood
Premium Woven Wood
Cabin Woven Wood

Roller Shades
Premium Sheerweave Solar
Room Darkening
Standard Sheerweave Solar

Vertical Blinds

PVC Vertical Blinds
3 1/2" Smooth PVC
3 1/2" Embossed PVC
Bali® 3 1/2" Smooth PVC

Fabric Vertical Blinds
3 1/2" Fabric
3 1/2" Sheer

Faux Wood Vertical Blinds
3 1/2" Faux Wood

J P Nitsch

From: Robert Wallace [robert8588@hotmail com]
Sent: Thursday, July 28, 2011 2:31 PM
To: JPNitsch@JWKelso com
Subject: Blinds installation quote

Per our conversation on Thursday, July 28th, the labor cost of the install is 50.00 to measure (collected at the time of the measure) and 100.00 for the installation of the blinds once they have been received If you have any questions, please call 281.217.8588.

Thanks,

Robert Wallace
Sabine Service Company

NBI Measure Form for Job #145,048 — Product: Blinds/Shades — "Pg 1 of 1"
-- Customer: J.p. Nitsch - Galveston, TX - (409) 740-0268 - JPNitsch@JWilkins.com

145048-b1
Page 1 of 1

Installer fax-to-(206) 203-4713 or email to service@blindinstallation.com

Name J.p. Nitsch
Street
City Galveston, TX 77550
Tel (409) 740-0268
Cell
Email JPNitsch@JWilkins.com

Measure Fee: $ 50.00 ☒ Paid ☐ Unpaid
Installation Quote: 100.00

100.00 LABOR COST

Customer to order at
JustBlinds.com
Tel: (800) 959-9939 Ext 5304

NBI Installer
Robert Wallace
(281) 217-0508 (C)

Workmanship Guarantee

I guarantee that if the blinds or Roller Shades are faulty, I will repair or replace the window treatments free of charge to the customer's reasonable satisfaction, provided:

* Customer orders to these measurements from a retailer offering NBI's service, and
* If an order is placed, the installation is performed by me or my company within 6 months of the measurement date, and
* The customer is satisfied with the installation and I am paid in full for the measurement

Signed [illegible] (Installer) Date Measured 7/29/11

Note: Excludes defective blinds, damaged, light valve systems, motorized/remote controlled roller, special shaped windows and miscellaneous, unless agreed by the installer in writing.

Project Details

I signed & dated guarantee (on left) ☒ Yes ☐ No

Would the customer like JustBlinds.com to send them samples? ☐ Yes ☒ No ☐ Waiting (already ordered)

When does the customer think they'll order? ☒ ASAP ☐ 1-2 wks ☐ Over 2 wks

Line	Room / Window	Product Type	Qty	IN/OUT	Width	Height	Depth (IN)	Position (IN/OUT)	Notes (e.g. "2 on 1 headrail", Total IN width if roll shades)
1	Room 1 L	CELLULAR		IN	94 1/2	100	3		$213.00
2	Room 2 R	1		IN	94 1/8	100 1/2	3		$213.00
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

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AGENDA ITEM #16j

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project ..... Overhead Door @ Animal Resource Center 09-016
Proposal Number... **B101041**
PO Number **C101370**
Date. **Dec. 12, 2011**

Trade Contractor J W. Kelso Co , Inc
PO Box 2110
Galveston, Texas 77553

7225 Harborside Drive
Galveston, Texas 77554

Attn John W Kelso, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work:

	Contingency Allowance		$1,000 00
1	No AEA issued	Cost	$0
	Balance		$1,000 00
2	Reduce balance to $0 00 by Change Order #1		($1,000 00)
	Balance		$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00

Original Contract Sum	$21,000 00
Authorized Changes Prior to this Change Order	$0.00
Contract Sum Prior to this Change Order	$21,000.00
Contract Sum will be ***reduced*** by this Change Order	$1,000 00
Contract Sum	**$20,000.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
1/24/12

JW Kelso Co, Inc
Trade Contractor

pending
DATE
12/16/11

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/12/11

Mark Henry, County Judge
Galveston County
JDA
DCH

pending
DATE

AGENDA ITEM #16k

Galveston County

722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project. ..... Plaster @ Animal Resource Center 09-016
Proposal Number **B101042A**
PO Number: **C104123**
Date. .. **Dec. 12, 2011**

Trade Contractor Architectural Surfaces, Inc
312 Morningside Dr. Suite A
Friendswood, Texas 77546

Attn Michael Cragin, Vice President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work:

	Contingency Allowance		$4,840 00
1	AEA #1 issued 7/13/2011	Cost	$2,293 00
	Balance.		$2,547 00
2	Reduce balance to $0 00 by Change Order #1		($2,547 00)
	Balance		$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00

Original Contract Sum	$101,640 00
Authorized Changes Prior to this Change Order	$0.00
Contract Sum Prior to this Change Order	$101,640.00
Contract Sum will be ***reduced*** by this Change Order	$2,547 00
Contract Sum	**$99,093.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE

1/24/12

Architectural Surfaces, Inc
Trade Contractor

pending
DATE

12/23/11

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE
12/12/11

Mark Henry, County Judge
Galveston County

pending
DATE

Ardent Construction, LLC

133 N Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Architectural Surfaces Inc

PO#: C104123 Date: 7/13/11

Authorization Number 1

To: Architectural Surfaces Inc

Attn:Michael Cragin

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work·

1. Patch Stucco @ front entry concrete $ 880
2. Patch Stucco @canopy bracket change $ 1,359

Original Allowance Sum	$	4,840
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	4,840
Allowance Sum will be *decreased* by this Authorization	$	2,293
Allowance Balance	$	~~2,601~~ 2,547.00

Jackson & Ryan Architects — Date 7/14/11

Ardent Construction, LLC — Date 7/14/11

O C Unbehagen, Galveston County — Date 7/14/11

Ardent Construction, LLC Office (877) 851-0243 Fax (888) 816-9440

Architectural Surfaces Inc.

P.O. Box 890861 Houston, TX 77289
(281) 996-0344 - Fax (281) 996-0076

Mr. Larry Brown
Ardent Construction
133 N. Friendswood Dr.
No. 300
Friendswood, Texas 77546

April 28, 2011

Re: Galveston County Animal Resource Center

Dear Larry,

Please find listed below the change to our scope of work for the above-mentioned project.

1. Labor and material to rework stucco due to change in concrete at front entry

Labor		
18 plasterer man hours @ $ 23 35		$ 420 30
6 general laborer man hours @ $ 10 46		$ 62.76
6 foreman man hours @ $ 23 35		$ 140.10
	Labor Subtotal	$ 623.16
	Labor burden	$ 186.94
	Labor total	$ 810.10
Material:		$ 70.00
	Total	$ 880.10

2. Labor and material to patch stucco at canopy brackets.

Labor		
34 plasterer man hours @ $ 23.35		$ 793 90
4 general laborer man hours @ $ 10 46		$ 41.84
6 foreman man hours @ $ 23 35		$ 140.10
	Labor Subtotal	$ 975 84
	Labor burden	$ 292.75
	Labor total	$ 1,268.59
Material:		$ 90.00
	Total	$ 1,358 59

Please call if you require further information

Best regards,

Michael Cragin

AGENDA ITEM #161

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project: ..... Drywall, Acoustic Ceiling, Doors , and Carpentry @ Animal Resource Center 09-016
Proposal Number: **B101043**
PO Number: **C101373**
Date ..... **Dec. 12, 2011**

Trade Contractor: Boedeker Construction, Inc.
2911 E Broadway Suite 321
Pearland, Texas 77581

Attn: Phyllis Boedeker, Treasurer

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work.

	Contingency Allowance		$16,800 00
1	AEA #1 issued x	Cost	$0.00
2	AEA #2 issued x	Cost	$0 00
3	Balance		$2,465 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

ADDITIONAL WORK REQUESTED

4.	Add Hardi Soffit at connector walkways to Stray Kennels.	$4,240 00
5.	Add at renovation to existing - drywall	$13,200.00
6	Add at renovation to existing - Acoustic Ceiling	$23,800.00
7	Add at renovation to existing - Doors Frames and Hardware	$34,700.00
8	Add remainder of hardware not included above	$7,400.00
9.	Add at renovation to existing - interior demolition	$10,400.00
10.	Sub-total Additional work	**$93,740.00**
11	Total agreement change required (line 9 less line 3)	$91,275 00

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00 and adds scope of work to the project to renovate the existing facility.

Original Contract Sum	$444,700 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$444,700.00
Contract Sum will be increased by this Change Order	$91,275 00
Contract Sum	**$535,975.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
1/24/12

Boedeker Construction, Inc
Trade Contractor

pending
DATE
1/6/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE
1/6/12

Mark Henry, County Judge
Galveston County

pending
DATE

o.cc

Boedeker Construction, Inc.
2911 East Broadway, Suite 321
Pearland, TX 77581
281-485-1080
281-485-1151 Fax

Proposal

Date	Proposal #
10/31/11	95772

Name / Address
Ardent Construction, Inc. 133 N. Friendswood Dr. #300 Friendswood, TX 77546

Project Name
Galveston County Animal Resource Center Existing Building REPRICED 12/5/11 3412 Loop 197 N. Texas City, TX

via US Mail	via Email	via Fax
	10/31/11	

Description	Total
Drywall and Metal Stud Framing Materials supplied	3,800 00
Labor Costs for Drywall and Metal Stud Framing Installation	9,400 00
====ESTIMATE TOTALS FOR DRYWALL INSTALLATION/METAL STUD FRAMING	13,200 00
Materials supplied for ceiling grid and tile system installation	17,900 00
Labor costs for ceiling tile and grid system installation	5,900 00
====ESTIMATE TOTAL FOR CEILING INSTALLATION	23,800 00
Door Frames and Doors supplied	27,800.00
Labor costs for Door installation	6,900 00
====ESTIMATE TOTAL FOR DOOR INSTALLATION	34,700 00
DEMO Materials supplied	2,300 00
DEMO Labor charges	8,100 00
====Total for this DEMO Work	10,400 00

We appreciate the opportunity to bid this project!

Subtotal	
Sales Tax (8.25%)	
Total	

This proposal will expire 30 days from date unless extended in writing by the Company After 30 days, we reserve the right to revise our price in accordance with costs at that time All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner
PLEASE SIGN AND RETURN ONE COPY

X _____

Boedeker Construction, Inc.
2911 East Broadway, Suite 321
Pearland, TX 77581
281-485-1080
281-485-1151 Fax

Proposal

Date	Proposal #
10/31/11	95772

Name / Address
Ardent Construction, Inc. 133 N. Friendswood Dr. #300 Friendswood, TX 77546

Project Name
Galveston County Animal Resource Center Existing Building REPRICED 12/5/11 3412 Loop 197 N. Texas City, TX

via US Mail	via Email	via Fax
	10/31/11	

Description	Total
Work Includes. 1 Furnish and Install 20ga Metal Stud Framing and Drywall 2. Drywall Finishing 3 Furnish and Install all Aluminum Ceiling Grid with Armstrong Ceramaguard Ceiling Tile #605 B in room 512 Euthanasia, room 513 Food Prep, room 514 Quarantine, room 520 Storage, and room 521 Mechanical 4. Furnish and Install USG DXLA Aluminum CAP Ceiling Grid with USG Frost Ceiling Tile #414 in remainder of building 5 Furnish and Install eight (8) Fiber Glass Doors and Frames 6. Furnish and Install six (6) Aluminum Door Frames 7 Furnish and Install twelve (12) Hollow Metal Frames 8 Furnish and Install eighteen (18) Plastic Laminate Doors 9 Install Hardware (~~hardware~~ provided by others) 10 Demo 15 locksets Exclusions 1 Tax 2 Hardware 3 Glass and Glazing 4 Window Frames 5 Insulation	

We appreciate the opportunity to bid this project!

Subtotal	$82,100 00
Sales Tax (8.25%)	$0 00
Total	$82,100 00

This proposal will expire 30 days from date unless extended in writing by the Company After 30 days, we reserve the right to revise our price in accordance with costs at that time All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner
PLEASE SIGN AND RETURN ONE COPY

X _____

Anderson, Dudley

From: Larry Brown [lbrown@ardentcs com]
Sent: Friday, December 09, 2011 3 03 PM
To: Anderson, Dudley
Subject: FW Animal Shelter Existing Building

explanation for Boedeker pricing

From: Dennis Boedeker [mailto:deboedeker@aol.com]
Sent: Friday, December 09, 2011 8:45 AM
To: Larry Brown
Subject: Animal Shelter Existing Building

EXISTING BUILDING

(1). Furnishing and Installing Eight (8) Fiberglass Doors and Frames.

(2). Furnishing and Installing Six (6) Aluminum Door Frames.

(3). Furnishing and Installing Twelve (12) Hollow Metal Frames

(4). Furnishing and Installing Eighteen (18) Plastic Laminate Doors.

(5). Furnishing and Installing Approximately 1900 sq. ft. of All Aluminum Ceiling Grid with Ceramaguard Ceiling Tile.

(6) Furnishing and Installing Approximately 2600 sq. ft. of Aluminum Cap Ceiling Grid with Frost Ceiling Tile.

(7). Furnishing and Installing 2500 sq. ft of New Metal Stud Framing and Drywall.

(8). Replacing 2200 sq. ft. Drywall

(9) Installing New Hardware for 26 Doors (~~Galveston County to Provide all Hardware~~) locksets LD JDA 12/12/2011

(10). Demo Ceiling Grid and Tile, Drywall and Necessary Drywall for New Door Units, Existing Doors and Frames

SALLYPORT

(1). Furnishing and Installing 900 sq. ft of Plywood and Hardie Silding and Trim

Dennis Boedeker, President
Boedeker Construction, Inc.
2911 Broadway, Ste 321
Pearland, TX 77581
281-485-1080
281-485-1151 fax
281-932-7735 cell

Boedeker Construction, Inc.
2911 East Broadway, Suite 321
Pearland, TX 77581
281-485-1080
281-485-1151 Fax

Proposal

Date	Proposal #
4/6/11	95669

Name / Address
Ardent Construction, Inc. 133 N. Friendswood Dr. #300 Friendswood, TX 77546

Project Name
Animal Resource Center Sally Port Hardie Siding 3412 Loop 197N Texas City, TX

via US Mail	via Email	via Fax
	4/6/11	

Description	Total
Add pre-finished Hardie Siding at interior sides of Sally Port	
Materials supplied	3,700 00
Labor charges	1,800.00
====Total for this Work	5,500 00
900 SF.	

We appreciate the opportunity to bid this project!

This proposal will expire 30 days from date unless extended in writing by the Company After 30 days, we reserve the right to revise our price in accordance with costs at that time All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner
PLEASE SIGN AND RETURN ONE COPY

Subtotal	$5,500 00
Sales Tax (8.25%)	$0 00
Total	$5 500 00

X _____

Boedeker Construction, Inc.
2911 East Broadway, Suite 321
Pearland, TX 77581
281-485-1080
281-485-1151 Fax

Proposal

Date	Proposal #
11/21/11	95784

Name / Address
Ardent Construction, Inc. 133 N. Friendswood Dr. #300 Friendswood, TX 77546

Project Name
ARC Wall Section at Connecting Roof 3412 Loop 197N Texas City, TX

via US Mail	via Email	via Fax
	11/21/11	

Description	Total
Exterior metal stud framing and sheathing	1,720 00
Hardie soffit and trim	2,520 00

We appreciate the opportunity to bid this project!

Subtotal	$4 240 00
Sales Tax (8.25%)	$0 00
Total	$4,240 00

This proposal will expire 30 days from date unless extended in writing by the Company After 30 days, we reserve the right to revise our price in accordance with costs at that time All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner
PLEASE SIGN AND RETURN ONE COPY

X _____

Boedeker Construction, Inc.
2911 East Broadway, Suite 321
Pearland, TX 77581
281-485-1080
281-485-1151 Fax

Proposal

Date	Proposal #
12/20/11	95791

Name / Address
Ardent Construction, Inc. 133 N Friendswood Dr. #300 Friendswood, TX 77546

Project Name
Galveston County Animal Resource Center ARC Existing Bldg. Hardware 3412 Loop 197 N. Texas City, TX

via US Mail	via Email	via Fax
	12/20/11	

Description	Total
Hardware	
Materials supplied	7,400 00
Labor charges	0 00
====Total for this Work	7,400 00
THE WORK INCLUDES	
1 Furnish hardware NOT provided by others	
PRICE MAY CHANGE PENDING HARDWARE APPROVAL!	

We appreciate the opportunity to bid this project!

Subtotal	$7,400 00
Sales Tax (8.25%)	$0 00
Total	$7 400 00

This proposal will expire 30 days from date unless extended in writing by the Company After 30 days, we reserve the right to revise our price in accordance with costs at that time All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner
PLEASE SIGN AND RETURN ONE COPY

X _____

AGENDA ITEM #16m

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project ..... Epoxy flooring @ Animal Resource Center - 09-016
Proposal Number..... **B101044**
PO Number **C101350**
Date ..... **Dec. 12, 2011**

Trade Contractor J W Kelso Co , Inc
PO Box 2110
Galveston, Texas 77553

7225 Harborside Drive
Galveston, Texas 77554

Attn John W Kelso, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below. The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work

	Contingency Allowance		$5,180.00
1.	AEA #1 issued 7/6/2011	Cost	$4,900 00
2	Balance		$280 00

ADDITIONAL WORK REQUESTED

3	Add epoxy flooring in the kennels in renovated facility	$8,736 17
4	Add epoxy flooring to showers in addition to the RR done previously	$1,434 51
5	Add Castleguard wax to new flooring at new construction	$1,731 27
6	Sub-total Additional work	**$11,901.95**

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

7 Total agreement change required (line 5 less line 2) . . $11,621.95

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00 and to add scope of work necessary to renovate the existing facility by adding epoxy flooring in the kennel area.

Original Contract Sum .	$108,780 00
Authorized Changes Prior to this Change Order .	$0.00
Contract Sum Prior to this Change Order .	$108,780 00
Contract Sum will be ***Increased*** by this Change Order .	$11,621.95
Contract Sum .	**$120,401.95**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
1/24/12

JW Kelso Co, Inc
Trade Contractor

pending
DATE 12/16/11

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/13/11

Mark Henry, County Judge
Galveston County

pending
DATE

OCH
JPS

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: J W Kelso - Epoxy Floor

PO#: B101044 Date: 7/6/11

Authorization Number: 1

To· J W Kelso Co Inc

Attn J P. Nitcsh

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work. Add urethane sealer @ area outside cages

Original Allowance Sum	$	5180
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	5180
Allowance Sum will be ***decreased*** by this Authorization	$	4900
Allowance Balance	$	280

Jackson & Ryan Architects — Date 7/7/11

Ardent Construction, LLC — Date 7/7/11

O C Unbehagen, Galveston County — Date 7-7-11

CRETE DECOR
INCORPORATED

Proposal for Change Order
Galveston County Animal Resource Shelter
Additional Sealed Concrete Outside Kennels
Texas City, Texas

Date: June 22, 2011

Proposal For: Attn: Mr. J.P. Nitsch, Supervisor
J.W. Kelso Company, Inc.
7225 Harborside Drive
Galveston, Texas 77553

Tel **(409) 740-0266**
Email jpnitsch@jwkelso.com

Location of Work: Galveston County Animal Resource Shelter
3412 Loop 197 North
Texas City, TX

Change Order Scope of Work

Apply urethane sealer to outside kennel areas between outside cages and CMU wall on approximately 3100-3200 sf of surface area.

$4900.00 - Allow 7-9 days to complete work (weather permitting)

Please contact Eddie Janek Jr with any questions @ ejanek@cretedecor com or on cell phone at 281/808-9944

J.W. KELSO COMPANY, INC.
P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL

NO. 1044-03

PROJECT. Galveston County Animal Resource Center
COP NO., 1044-03 **DATE QUOTED.** 12/02/11

TO. Larry Brown
Ardent Construction, LLC
133 N Friendswood Drive #300
Friendswood , TX 77546
(Phone) 713-256-0046 (Fax) 888-816-9440

PROJECT NO 197
ARCH. PROJECT NO.
DAYS ALLOWED FOR APPROVAL: 10
EXPIRATION DATE: 12/12/11
REQUESTED EXTENSION OF TIME IN DAYS· 8

DESCRIPTION:
Additional cost to clean and apply epoxy floor to the proposed kennel area in the old building
Additional cost to add Decorative Epoxy Floor coating in Bathrooms 207, 209 and Staff Shower rooms 208 & 210
(Decorative Epoxy to be done at same time as the old building to keep price below the $1200 minimum trip charge)

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
Concepts In Concrete	1120 SF of Epoxy Flooring @ $5.80	$6,496 00
Concepts In Concrete	203 SF of Decorative Epoxy @ $4 00	$812 00
	TOTAL FROM WORK BREAKDOWN PAGES	$0 00

APPROVAL

NAME
ARCH:
DATE

SEND COPIES TO

J W. KELSO COMPANY, INC

BY·
J P Nitsch, Project Manager
DATE: 12/2/11

SUB SUBTOTAL:		$7,308 00
BOND	1 5%	$109 62
GL INSURANCE:	2%	$146 16
		$0 00
		$0 00
SUBTOTAL		$7,563 78
OVERHEAD·	10%	$756 38
SUBTOTAL.		$8,320 16
PROFIT	5%	$416 01
TOTAL COP AMOUNT10:10:53		$8,736,17

J.W. KELSO COMPANY, INC.
P.O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL

NO. 010

PROJECT: Galveston County Animal Resource Center
COP NO.: 010 DATE QUOTED: 10/31/11

PROJECT NO.: 197
ARCH. PROJECT NO.:
DAYS ALLOWED FOR APPROVAL: 10
EXPIRATION DATE: 11/10/11
REQUESTED EXTENSION OF TIME IN DAYS: 8

TO: Larry Brown
Ardent Construction, LLC
133 N Friendswood Drive #300
Friendswood, TX 77546
(Phone) 713-256-0046 (Fax) 888-816-9440

DESCRIPTION:
Decorative Epoxy Floor coating in Bathrooms 103 & 104.

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
Concepts In Concrete	Minimum trip charge	$1,200 00
	TOTAL FROM WORK BREAKDOWN PAGES	$0 00

APPROVAL
NAME:
ARCH
DATE
SEND COPIES TO

J W KELSO COMPANY, INC.
BY:
J P Nitsch, Project Manager
DATE: 10/31/11

SUB SUBTOTAL.		$1,200 00
BOND:	1 5%	$18 00
GL INSURANCE	2%	$24 00
		$0 00
		$0 00
SUBTOTAL.		$1,242 00
OVERHEAD:	10%	$124.20
SUBTOTAL:		$1,366 20
PROFIT	5%	$68 31
TOTAL COP AMOUNT10.57:53		$1,434 51

J.W. KELSO COMPANY, INC.
P O. Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL

NO. 1044-04

PROJECT: Galveston County Animal Resource Center
COP NO.: 1044-04 **DATE QUOTED:** 10/31/11

TO: Larry Brown
Ardent Construction, LLC
133 N Friendswood Drive #300
Friendswood , TX 77546
(Phone) 713-256-0046 (Fax) 888-816-9440

PROJECT NO.: 197
ARCH. PROJECT NO.:
DAYS ALLOWED FOR APPROVAL: 10
EXPIRATION DATE 11/10/11
REQUESTED EXTENSION OF TIME IN DAYS: 8

DESCRIPTION:
Cost to add 2 coats of Castleguard wax to INTERIOR sealed concrete only

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
Concepts In Concrete	5793 SF of Castleguard @ $ 25	$1,448 25
	TOTAL FROM WORK BREAKDOWN PAGES	$0 00

APPROVAL

NAME.
ARCH:
DATE:

SEND COPIES TO

J.W. KELSO COMPANY, INC.

BY
J P. Nitsch, Project Manager
DATE: 10/31/11

SUB SUBTOTAL:		$1,448 25
BOND.	1 5%	$21 72
GL INSURANCE:	2%	$28 97
		$0.00
		$0.00
SUBTOTAL.		$1,498 94
OVERHEAD.	10%	$149 89
SUBTOTAL.		$1,648.83
PROFIT:	5%	$82 44
TOTAL COP AMOUNT10:26:04		$1,731 27

Buckeye International, Inc.
2700 Wagner Place
Maryland Heights, MO 63043
314/291-1900

N. F. P. A.
4 = Extreme
3 = High
2 = Moderate
1 = Slight
0 = Insignificant

HEALTH	0
FLAMMABILITY	0
INSTABILITY	0

Material Safety Data Sheet

24 Hour Medical Emergency Telephone Number: 1-800-303-0441. Outside North America call : 651-632-8956.
24 Hour Transportation Emergency Telephone Number: 1-800-535-5053. Outside North America call : 352-323-3500.

SECTION I - IDENTIFICATION

PRODUCT NAME **BUCKEYE CASTLEGUARD**	DATE PREPARED June 2, 2008
CHEMICAL FAMILY Floor Finish, Water Based	CODE 5125
PROPER D O T SHIPPING NAME	Compound, Polishing or Wax, Liquid
D O T HAZARD CLASSIFICATION	None

SECTION II - INGREDIENTS AND IDENTITY INFORMATION

% By WGT	MATERIAL	PEL	T L V	C A S NO
4.7	Diethylene Glycol Ethyl Ether *	NE	NE	111-90-0
>24 3	Soft Water	NE	NE	7732-18-5
<50 0	Acrylic Emulsion	NE	NE	25987-66-0
<10 0	Ethylene Copolymer Emulsion	NE	NE	67892-91-5
<7 0	Acrylate Copolymer	NE	NE	63744-68-3
<2 0	Tributoxyethyl Phosphate	NE	NE	78-51-3
<2 0	Additives less than 1%	NA	NA	NA

ITEMS MARKED * ARE SARA TITLE III SEC 313 REPORTABLES ALL INGREDIENTS ARE ON TSCA INVENTORY

SECTION III - PHYSICAL DATA

BOILING POINT °F	212°F	pH (CONC)	8 0 ± 0 2
SOLUBILITY IN WATER	Miscible	pH (USE DILUTION) RTU	8 0 ± 0 2
% VOLATILE BY WEIGHT	75 0	EVAPORATION RATE (Water=1)	1 0
SPECIFIC GRAVITY	1 03	PRODUCT FORM	Liquid
APPEARANCE AND ODOR	White Opaque Solution; Sweet Polymer Scent		

SECTION IV - FIRE AND EXPLOSION DATA

FLASH POINT(Test Method)	Tag Closed Cup None!	FLAMMABLE LIMITS	
EXTINGUISHING MEDIA	NA	UPPER LIMIT NA	LOWER LIMIT NA
SPECIAL FIRE FIGHTING PROCEDURES	None		
UNUSUAL FIRE AND EXPLOSION HAZARDS	Products of combustion		
	Oxides of phosphorus, carbon and nitrogen		

SECTION V - REACTIVITY DATA

STABILITY	Stable
CONDITIONS TO AVOID	None known
INCOMPATIBILITY	Acids, strong alkali and heavy metal salts
HAZARDOUS DECOMPOSITION PRODUCTS	None known
HAZARDOUS POLYMERIZATION	Will not occur

SECTION VI - HEALTH HAZARD DATA

ROUTE(S) OF ENTRY INHALATION? No SKIN? No INGESTION? No

HEALTH HAZARDS (Acute and Chronic)

Not irritating to eyes and skin Not toxic by ingestion

CARCINOGENICITY NTP? No IARC MONOGRAPHS? No OSHA REGULATED? No

SIGNS AND SYMPTOMS OF OVEREXPOSURE

None known.

MEDICAL CONDITIONS
GENERALLY AGGRAVATED BY EXPOSURE

None known.

EMERGENCY AND FIRST AID PROCEDURES

For Eyes Flush with cool water for 15 minutes. If irritation occurs and persists, see physician
For Ingestion Give two large glasses of water DO NOT induce vomiting Call physician.
Never give anything by mouth to an unconscious person

SECTION VII - SPILL OR LEAK PROCEDURES

SPILL RESPONSE

Pick up with mop, wet/dry vac or absorbent material Wash area with detergent solution followed by a clear water rinse Allow floor to dry before allowing traffic.

WASTE DISPOSAL METHOD

Flush to sanitary sewer or send to sanitary landfill, following local, state and federal laws.

SECTION VIII - SPECIAL PROTECTION INFORMATION

EYE PROTECTION	VENTILATION
When eye contact may occur, wear safety glasses or chemical splash goggles	Normal room ventilation
SKIN PROTECTION	**RESPIRATORY PROTECTION**
Rubber gloves or other impervious gloves *	None required

OTHER PROTECTION

Wash thoroughly with soap and water after handling

* Needed for clean up of spill or for possible prolonged skin contact

SECTION IX - SPECIAL PRECAUTIONS

PRECAUTIONS IN HANDLING AND STORAGE	**KEEP OUT OF REACH OF CHILDREN!** Keep container closed when not in use. Keep from freezing! Store at room temperature Do not store above 110°F
OTHER PRECAUTIONS	This product is not regulated under CERCLA or RCRA Not reportable under SARA Title III, Section 311/312

NA = Not Applicable
NE = Not Established

PREPARED BY: Scott Maag, Director of Research

Disclaimer of Liability
As the conditions or methods of use are beyond our control we do not assume any responsibility and expressly disclaim any liability for any use of the material. Information contained herein is believed to be true and accurate but all statements or suggestions are made without any warranty expressed or implied regarding accuracy of the information, the hazards connected with the use of the material or the results to be obtained from the use thereof. Conforms to OSHA 174, Sept. 1985

AGENDA ITEM #16n

CR 202393
C 203122

Galveston County

722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project. . . . . Flooring @ Animal Resource Center 09-016
Proposal Number **B101045**
PO Number . ... ~~C203303~~ C203122
Date .... **Dec. 12, 2011**

Trade Contractor Suretec Insurance Company.
9737 Great Hills Trail Suite 320
Austin, Texas 78759

Attn: Jimmy Sparks, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement.

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work

	Contingency Allowance	$525.00
1	No AEA issued .. .. Cost	$0
	Balance	$525.00
2	Reduce balance to $0 00 by Change Order #1..	($525 00)
	Balance	$0.00

W \Architecture\0 PROJECTS\09-016 - Animal Resource Center\AP-fees-invoices-expenses\Construction\Nations (Suretec)\Change Order 01 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00. No additional work or services were requested or performed

Original Contract Sum	$11,025 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$11,025 00
Contract Sum will be ***reduced*** by this Change Order	$525 00
Contract Sum	**$10,500.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE

1/24/12

Suretec Insurance Company
Trade Contractor

pending
DATE

12/15-11

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/12/11

Mark Henry, County Judge
Galveston County
JDA
DCH

pending
DATE

AGENDA ITEM #16o

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project:	Painting @ Animal Resource Center 09-016
Proposal Number	**B101046**
PO Number	**C102474**
Date	**Dec. 12, 2011**

Trade Contractor	Strommen Painting and Enterprises, Inc 5804 Ave S 1/2 Galveston, Texas 77551
Attn	Chris Strommen, President

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Description of Work

	Contingency Allowance		$2,596 00
1	AEA # 1 issued	Cost	$2,620 00
2	AEA #2 issued	Cost	$985 00
3	Balance		$961 00

ADDITIONAL WORK REQUESTED

4	Paint renovated existing facility	$21,676 00
5	Sub-total Additional work	**$21,676.00**

W \Architecture\0 PROJECTS\09-016 - Animal Resource Center\AP-fees-invoices-expenses\Construction\Strommen\Change Order 01 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00

Original Contract Sum	$54,510.00
Authorized Changes Prior to this Change Order	$0.00
Contract Sum Prior to this Change Order	$54,510 00
Contract Sum will be increased by this Change Order	$20,715 00
Contract Sum	**$75,225.00**

7/17/2012

J Dudley Anderson, County Architect
Architect

DATE

7/18/12

Strommen Painting and Enterprises, Inc
Trade Contractor

DATE

7/20/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

DATE

Mark Henry, County Judge
Galveston County

7/24/12
DATE

STROMMEN PAINTING ENTERPRISES, INC

P.O. Box 16737 Galveston, Texas 77552 409-744-2332 Office - 409-739-6177 Cell

PROPOSAL

November 1, 2011

Ardent Construction
133 N. Friendswood Dr. #300
Friendswood, Texas 77546

RE. Old Animal Shelter – Interior and Exterior

We submit the following bid on labor and material:

Interior – prime all walls with Zinsser bins primer, latex enamel on ceilings, and walls, epoxy paint on kennel walls. Twelve metal door frames to paint ——Interior price is $12,267.00

Exterior – water blasted then two coats of Elastomeric coating applied to stucco. Trim to be primed and two coats of Glidden professional. ———————————————— Exterior price is $ 9,409.00

Total labor and materials: **TWENTYONE THOUSAND SIXHUNDRED SEVENTYSIX DOLLARS AND NO/100 ($21,676.00)**

Payments to be made as follow: Upon draw request

Thanks you for the opportunity to quote this requirement and should you have any questions, please feel free to contact our office anytime. Our company has been serving Galveston County for over 30 years, we are fully covered by all necessary insurance and a certificate of insurance will be provided upon request. We look forward doing business with you. If this proposal is accepted, please sign below and return for our files.

Ardent Construction Larry Brown	Date
Strommen Painting Enterprises, Inc. Chris Strommen	10/1/11 Date

THIS PRICE DOES NOT INCLUDE SALES TAX IF APPLICABLE

Ardent Construction, LLC

133 N Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Strommen Painting Enterprises, Inc.

PO#: C1012474 Date: 10/20/11

Authorization Number: 1

To. Strommen Painting

Attn: Chris Strommen

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work.

1 Paint Lobby Ceiling $ 985
2. Paint covered walkway $ 650

Original Allowance Sum	$	2596
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	2596
Allowance Sum will be ***decreased*** by this Authorization	$	1635
Allowance Balance	$	961

Jackson & Ryan Architects — Date 10/20/11

Ardent Construction, LLC — Date 10/20/11

O C Unbehagen, Galveston County — Date 10/20/11

Strommen Painting Enterprises, Inc

P O Box 16737 Galveston, Texas 77552 409-744-2332 Office - 409-739-6177 Cell

PROPOSAL

June 2, 2011

Ardent Construction, LLC
133 N. Friendswood Drive #300
Friendswood, Texas 77546

Re: Animal Resource Center

We submit the following bid on labor and materials:

Apply two coats of direct to metal paint to lobby ceiling.

Total of labor and material: **NINE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS ($985.00).**

Payments to be made as follow: Draw Request

Thanks you for the opportunity to quote this requirement and should you have any questions, please feel free to contact our office anytime. Our company has been serving Galveston County for over 30 years, we are fully covered by all necessary insurance and a certificate of insurance will be provided upon request. We look forward doing business with you. If this proposal is accepted, please sign below and return for our files.

Ardent, LLC
Larry Brown

Date

Chris Strommen
Strommen Painting Enterprises, Inc
Chris Strommen

6/1/2011
Date

THIS PRICE DOES NOT INCLUDE SALES TAX IF APPLICABLE

Residential Commercial Industrial

STROMMEN PAINTING ENTERPRISES, INC

P.O. Box 16737 Galveston, Texas 77552 409-744-2332 Office - 409-738-6177 Cell

PROPOSAL

July 28, 2011

OK

Ardent Construction
133 N. Friendswood Dr. #300
Friendswood, Texas 77546

RE: PAINT NEW COVERED WALK WAYS

We submit the following bid on labor and material:

Prime and paint new covered walk ways in between buildings

Total labor and materials: **SIX HUNDRED FIFTY DOLLARS AND NO/100 $650.00**

Payments to be made as follow: Upon draw request

Thanks you for the opportunity to quote this requirement and should you have any questions, please feel free to contact our office anytime. Our company has been serving Galveston County for over 30 years, we are fully covered by all necessary insurance and a certificate of insurance will be provided upon request. We look forward doing business with you. If this proposal is accepted, please sign below and return for our files.

Ardent Construction
Larry Brown

Date

Strommen Painting Enterprises, Inc.
Chris Strommen

7/15/11
Date

THIS PRICE DOES NOT INCLUDE SALES TAX IF APPLICABLE

AGENDA ITEM #16p

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	Miscellaneous Specialties @ Animal Resource Center 09-016
Proposal Number	**B101047**
PO Number	**C101349**
Date	**Dec. 12, 2011**

Trade Contractor	J W Kelso Co , Inc PO Box 2110 Galveston, Texas 77553	7225 Harborside Drive Galveston, Texas 77554
Attn	John W Kelso, President	

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The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

	Contingency Allowance		$608 00
1	COP 1047-01 issued 8/22/2011	Cost	$371 00
	Balance		$237 00
2	Reduce balance to $0 00 by Change Order #1		($237 00)
	Balance		$0 00

W \Architecture\0 PROJECTS\09-016 - Animal Resource Center\AP-fees-invoices-expenses\Construction\JW Kelso misc specialties\Change Order 01 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00

Original Contract Sum	$12,768 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$12,768 00
Contract Sum will be ***reduced*** by this Change Order	$237 00
Contract Sum	**$12,531.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
1/24/12

JW Kelso Co, Inc
Trade Contractor

pending
DATE
1/4/12

Ardent Construction LLC, Larry Brown
Construction Manager/Agent

pending
DATE
1/14/12

Mark Henry, County Judge
Galveston County

pending
DATE

R.C.R.

J.W. KELSO COMPANY, INC.
P O. Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL

NO. 1047-01

PROJECT: Galveston County Animal Resource Center
COP NO. 1047-01 **DATE QUOTED** 08/12/11

TO. Larry Brown
Ardent Construction, LLC
133 N Friendswood Drive #300
Friendswood , TX 77546
(Phone) 713-256-0046 (Fax) 888-816-9440

PROJECT NO 197
ARCH PROJECT NO :
DAYS ALLOWED FOR APPROVAL. 10
EXPIRATION DATE: 08/22/11
REQUESTED EXTENSION OF TIME IN DAYS:

DESCRIPTION:
Provide and install 2 stainless steel skirts for paper dispenser/trash combo units where plumbing and electrical prevent full recess

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
Glaze & Associates, Inc	Misc Specialties	$371 00
	TOTAL FROM WORK BREAKDOWN PAGES	$0.00

APPROVAL

NAME:
ARCH:
DATE:
SEND COPIES TO

J W KELSO COMPANY, INC

BY
d P. Nitsch, Project Manager
DATE: 8/12/11

SUB SUBTOTAL:		$371.00
BOND.	0%	$0 00
GL INSURANCE:	0%	$0 00
		$0 00
		$0.00
SUBTOTAL:		$371 00
OVERHEAD:	0%	$0 00
SUBTOTAL.		$371 00
PROFIT:	0%	$0 00
TOTAL COP AMOUNT1:14:25 PM		$371 00

GLAZE & ASSOCIATES, INC.

ESTABLISHED 1985
9202 SWEETBRUSH DRIVE
HOUSTON, TX 77064
(281) 890-2433 OFFICE
(281) 890-0798 FAX
sales@glazeco.com

Let us modernize your toilet partitions and accessories

CHANGE ORDER
Glaze # 2 REV

Customer:	JW Kelso
Attention:	**JP Nitch**
Mailing address:	PO Box 2110 Galveston, TX 77553
Customer's PO / Job number:	**197-003-S**
Job name.	**Galveston County Animal Shelter**

WE HEREBY AGREE TO THE CHANGE(S) BELOW.

DESCRIPTION			AMOUNT
To provide and install (2) Two inch Stainless Steel skirt for combo units to make them semi recessed	add	$	371.00

WE AGREE hereby to make the change(s) specified above at this price.

PREVIOUS CONTRACT AMOUNT:		$	9,383.00
CHANGE IN AMOUNT OF CONTRACT:	add	$	371.00
REVISED CONTRACT TOTAL.		$	9,754.00

SIGNATURE *Johnny Barton*
TITLE: Johnny Barton - Sales Associate
DATE. 8/12/11
OUR P O NUMBER **341-I-JB**

DATE OF ACCEPTANCE _____

ACCEPTED BY _____

SIGNATURE _____

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted
All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated

AGENDA ITEM #16q

Galveston County

722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project ....Dog Kennels @ Animal Resource Center 09-016
Proposal Number:... **B101048A**
PO Number **C104846**
Date **Dec. 12, 2011**

Trade Contractor Mason Company LLC
260 Depot Street
Lees burg, Ohio 45135

Attn. Greg Taylor, CEO

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---

Description of Work:

	Contingency Allowance		$12,438 00
1	No AEA issued	Cost	$0 00
2	Balance		$12,438 00

W \Architecture\0 PROJECTS\09-016 - Animal Resource Center\AP-fees-invoices-expenses\Construction\Mason\Change Order 01 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

ADDITIONAL WORK REQUESTED

3	Add kennels at existing facility renovation	$33,843.00
4.	Sub-total Additional work	**$33,843.00**
5.	Total agreement change required (line 4 less line 2)	$21,405.00

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00 and adds scope of work to the project to renovate the existing facility.

Original Contract Sum	$261,189 39
Authorized Changes Prior to this Change Order	$0.00
Contract Sum Prior to this Change Order	$261,189 39
Contract Sum will be increased by this Change Order	$21,405.00
Contract Sum	**$282,574.39**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
1/24/12

Mason Company LLC
Trade Contractor

pending
DATE
12/16/11

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/13/11

Mark Henry, County Judge
Galveston County

pending
DATE

JDA
DCH

MASON COMPANY
Designers and Manufacturers of
Quality Animal Enclosures Since 1892
260 Depot Street P O Box 365 Leesburg, OH
45135 Phone (937) 780-2321 (800) 543-5567
Fax (937) 780-6336 E-mail info@masonco.com
website www.masonco.com

Quote No: 112804

QUOTATION TO: Ardent Construction LLC
Mr. Larry Brown
TX
(713)253-0046
lbrown@ardentcs.com

Project Name: Galveston County Animal Reso
Architect: Jackson Ryan
Date: 11/21/2011

MATERIAL QUOTATION

(20) 4x6 Back-to-Back Quarantine Kennels

Line Num	Quantity	Item Description	Price Each	Sub-Total	Total
1.	20	Galvanized Steel Stall Front	451.00		
		74" high x 48" long			
		with 31.750" door			
		with all galvanized steel wire grid			
		with Stainless Steel two-way latch			
		Sub Total	451.00	9,020.00	
		Total			9,020.00
2	22	FRP Isolation Panels 72" high x 72" long with 3/4" wide aluminum frame, for use as solid division panel	347 00		
		with undecided colored FRP top section with undetermined height			
		with undecided colored FRP lower section with undetermined height			
		Sub Total	347 00	7,634.00	
		Total			7,634.00
3.	22	Sani-Slope "T" Floor Seal with Silvis Seal	99 60		
		72" long			
		Sub Total	99 60	2,191 20	
		Total			2,191 20
4	10	FRP Isolation Panels 75" high x 48" long with 3/4" wide aluminum frame, for use as back panel	347 00		
		with undecided colored FRP top section 24" high			
		with undecided colored FRP middle section with undetermined height			
		with undecided colored FRP lower section with undetermined height			
		Sub Total	347 00	3,470.00	
		Total			3,470 00
5	6	1" Galvanized Steel Tubing Top Cover 72" long x 144" wide	649 00		
		with 3" x 3" Grid Pattern			
		For use as top Cover for multiple runs			
		Sub Total	649 00	3,894 00	
		Total			3,894.00

This document and any related files are confidential and intended solely for the use of the individual or entity to who they are addressed and are not to be shared or disseminated to any other individual or entity

MASON COMPANY
Designers and Manufacturers of
Quality Animal Enclosures Since 1892
160 Depot Street P O Box 365 Leesburg, OH
45135 Phone (937) 780-2321 (800) 543-5567
Fax (937) 780-6336 E-mail info@masonco com
website www masonco com

Quote No: 112804

QUOTATION TO. Ardent Construction LLC
Mr Larry Brown
TX
(713)253-0046
lbrown@ardentcs.com

Project Name: Galveston County Animal Reso
Architect: Jackson Ryan

Date: 11/21/2011

Line Num	Quantity	Item Description	Price Each	Sub-Total	Total
		MATERIAL QUOTATION			
6	2	1" Galvanized Steel Tubing Top Cover 72" long x 48" wide	264 00		
		with 3" x 3" Grid Pattern			
		For use as top Cover			
		Sub Total	264.00	528 00	
		Total			528.00

$26,737 20
Less: Special Discount -2,673.72
24,063 48

Plus· Prepaid Freight: 1,980.00
26,043.48
Plus: Installation Labor 7,800.00
F O B. Destination $33,843 48

Equipment is shipped via motor freight using 48' to 53' long semi-tractor trailers. Customers are responsible for unloading the equipment, unless other arrangements have been made. If lift gate service or limited inside delivery is needed, additional charges will apply and this must be scheduled in advance.

This price includes all fittings and hardware for normal installation

Current estimated shipment date· 8-10 weeks (AFTER RECEIPT OF SIGNED APPROVAL DRAWINGS)

Material pricing will be held firm for an order placed within 30 days

Shipping cost is subject to change and should be confirmed when placing your order

We do not collect sales tax outside of Ohio.

Need Kennel cleaning supplies? Your purchase of Mason Equipment is an important investment that deserves superior care. Mason offers cleaning and disinfecting products custom formulated specifically for our equipment Contact your Mason Sales Consultant to learn more

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Phone (937) 780-2321 (800) 543-5567
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website www masonco com

Quote No: 112804

QUOTATION TO: Ardent Construction LLC
Mr. Larry Brown
TX

Project Name: Galveston County Animal Resource Ce

Phone: 7132530046

Date: 11/21/2011

Email: lbrown@ardentcs com

PAYMENT TERMS (Please initial the options selected)

_____ (initial) SPECIAL BONUS OFFER ON ORDERS OVER $1,000: If FULL payment of the contract amount is being sent by check or money order at the time the order is placed. Deduct 2% from the net materials amount. Discount does not apply to any prepaid freight, sales tax, or installation charges. Discount allowed on this order: $481.27. CREDIT CARD PAYMENTS DO NOT APPLY. Payment must be received within five business days.

_____ (initial) Standard terms: 25% non-refundable deposit is enclosed with order. The 75% balance due will be paid two weeks prior to the scheduled shipping date.

METHOD OF PAYMENT AND AMOUNT ENCLOSED
(Please initial the option selected and indicate the amount enclosed)

_____ (initial) Payment will be by check or money order. Payment of $_____ is enclosed.
(indicate amount)

-OR-

_____ (initial) Payment will be by credit card (we accept MasterCard, VISA, or Discover). The Mason Company is hereby authorized to charge my credit card account for the amount(s) stipulated by this agreement

Credit card: MasterCard_____ VISA_____ Discover_____

Account Number:_____

The Mason Company Inc

_____
Authorized Signature

I accept this proposal and agree to the terms and conditions of sale as stated on the reverse side

Accepted by Date

_____
Company or Individual's Name
(please print or type)

_____
Mailing Address

_____
Authorized Signature

_____
City State Zip

MASON COMPANY
Designers and Manufacturers of
Quality Animal Enclosures Since 1892.
260 Depot Street P O Box 365 Leesburg, OH 45135
Phone (937) 780-2321 (800) 543-5567
Fax (937) 780-6336 E-mail info@masonco com
website www masonco com

Quote No: 112804

QUOTATION TO: Ardent Construction LLC
Mr Larry Brown
TX

Project Name: Galveston County Animal Resource Ce

Phone: 7132530046

Date: 11/21/2011

Email: lbrown@ardentcs.com

PAYMENT TERMS (Please initial the options selected)

Exp Date _____

Security Code. _____ (last 3 digits of #'s in signature box)

The Mason Company Inc

Authorized Signature

I accept this proposal and agree to the terms and conditions of sale as stated on the reverse side

Accepted by Date

Company or Individual's Name
(please print or type)

Mailing Address

Authorized Signature

City State Zip

AGENDA ITEM #16r

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	Cat kennel equipment @ Animal Resource Center 09-016
Proposal Number	**B101048B**
PO Number	**C106469**
Date .	**Dec. 12, 2011**

Trade Contractor	Schroer Mfg Co 511 Osage Avenue Kansaa City, Kansas 66105
Attn	John W Kelso, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

	Contingency Allowance		$6,455 00
1	AEA #1 issued x	Cost	$550 00
	Balance		$5,905 00
2	Reduce balance to $0 00 by Change Order #1		($5,905 00)
	Balance		$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00

Original Contract Sum	$135,547 79
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$135,547 79
Contract Sum will be ***reduced*** by this Change Order	$5,905 00
Contract Sum	**$129,642.79**

Jackson and Ryan Architects, Martha Seng, FAIA — pending
Architect — DATE

Schroer Mfg Co — pending
Trade Contractor — DATE

Ardent Construction LLC, Larry Brown — pending
Construction Manager Agent — DATE

Mark Henry, County Judge — pending
Galveston County — DATE 1-24-12

AGENDA ITEM #16s

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	HVAC systems @ Animal Resource Center 09-016
Proposal Number	**B101049**
PO Number	**C102605**
Date	**Dec. 12, 2011**

Trade Contractor	Mesa Mechanical, Inc 3514 Pinemont Houston, Texas 77018
Attn	Ruben Zambrano, Vice President

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Description of Work

	Contingency Allowance		$16,715 00
1	No AEA issued	Cost	$0 00
	Balance		$16,715 00
2	Reduce balance to $0 00 by Change Order #1		($16,715 00)
	Balance		$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00

Original Contract Sum	$351,015 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$351,015 00
Contract Sum will be ***reduced*** by this Change Order	$16,715 00
Contract Sum	**$334,300 00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
2/3/12

Mesa Mechanical Inc
Trade Contractor

pending
DATE
2/1/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE
2/2/12

Mark Henry, County Judge
Galveston County

pending
DATE 01/24/12

AGENDA ITEM #16t

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	fire suppression systems @ Animal Resource Center 09-016
Proposal Number	**B101050**
PO Number	**C101372**
Date	**Dec. 12, 2011**

Trade Contractor	Renegade Fire System, LLC 4317 B FM 2351 Friendswood, Texas 77546
Attn	Rusty W Draper, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

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Description of Work

	Contingency Allowance	$2,965 00
1	No AEA issued . . . . . Cost . . .	$0.00
	Balance	$2,965 00
2	Reduce balance to $0 00 by Change Order #1	($2,965 00)
3	Balance	$0 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0.00

Original Contract Sum	$62,265 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$62,265 00
Contract Sum will be ***reduced*** by this Change Order	$2,965 00
Contract Sum	**$59,300.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE 1/24/12

Renegade Fire System, LLC
Trade Contractor

pending
DATE 1/4/2012

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE 12/13/11

Mark Henry, County Judge
Galveston County

pending
DATE 01/24/12

JOA
OCH

AGENDA ITEM #16u

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	Plumbing @ Animal Resource Center 09-016
Proposal Number	**B101051**
PO Number	**C102118**
Date	**Dec. 22, 2011**

Trade Contractor	Mitchell Chouke Plumbing Co 5805 Broadway Galveston, Texas 77551
Attn	Mitchell Chouke Jr , President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

	Contingency Allowance		$33,695 00
1	AEA #1 issued 3/8/2011	Cost	$5,164 00
2	AEA #2 issued 3/23/2011	Cost	$5,036 00
3	AEA #3 issued (catch basin at sallyport)	Cost	$4,187 00
4	AEA #4 issued 7/13/2011	Cost	$1,856 00
5	AEA #5 issued 7/13/2011	Cost	$5,814 00
6	AEA #6 issued 7/13/2011	Cost	$1,787 00
7	AEA #7 issued 8/10/2011	Cost	$8,290 00
8	Balance of Contingency to apply to added scope		**$1,561.00**

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	Incinerator Allowance		$135,000 00
9	Incinerator purchased NCE plus installation 8/8/2011	Cost	$85,045 00
10	Signage purchased AB Sign Shop inv #15866	Cost	$43,361 95
11	Balance of Contingency to apply to added scope		**$6,593.05**
	Dishwasher Allowance		$750 00
12	DW purchased 8/3/2011 Enterprise, Inc inv #1805433	Cost	$477 18
13	Balance of Contingency to apply to added scope		**$272.82**
	Food Prep dishwasher Allowance		$9,500 00
14	DW purchased 6/10/2011 Shervan Colonel Equip inv 14175/11026	Cost	$8,850 00
15	Balance of Contingency to apply to added scope		**$650.00**
ADDITIONAL WORK REQUESTED			
16.	Add scope to renovate existing facility		$7,098 00
17	Sub-total additional work		**$7,098.00**
18	Total agreement change required (lines 8 + 11 + 13 + 15 - 17)		$1,978 87

Notes:

This Change Order adds scope of work to rebuild the damaged cat climbing structure and provides a lockable medicine cabinet It utilizes the remaining $515 balance of the Contingency Allowance

Original Contract Sum	$707,599 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$707,599 00
Contract Sum will be decreased by this Change Order	$1,978 87
Contract Sum	**$705,620.13**

Jackson and Ryan Architects, Martha Seng, FAIA — pending
Architect — DATE

Mitchell Chouke Plumbing Co — pending
Trade Contractor — DATE

Ardent Construction LLC, Larry Brown — pending
Construction Manager Agent — DATE

Mark Henry

Mark Henry, County Judge — pending
Galveston County — DATE 1-24-12

AGENDA ITEM #16v

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project	Electric @ Animal Resource Center 09-016
Proposal Number	**B101052**
PO Number	**C102037**
Date.	**Dec. 12, 2011**

Trade Contractor Treadwell Electric Contractors, Inc
5301 Polk
Bldg 9
Houston, Texas 77023

Attn Donald Treadwell, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

	Contingency Allowance		$20,071 00
1	AEA #1 11/16/10	Cost	$10,145 00
2	AEA #2 11/16/10	Cost	$1,391 00
3	AEA #3 11/16/10	Credit	$(453 00)
4	AEA #4 03/08/11	Cost	$7,679 00
5	Balance		$1,309 00

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

ADDITIONAL WORK REQUESTED

6.	Substitute 34 light fixtures at corridors	$5,950 00
7.	Replace lights in existing building renovation	$16,048 00
8	Electric work associated with new HVAC in renovated building	$4,556 00
9	Sub-total Additional work	$26,554 00
10	Total agreement change required (line 9 less line 5)	$25,245.00

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00 and adds scope of work to the project to add a masonry wall in the renovation of the existing facility.

Original Contract Sum	$421,483 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$421,483 00
Contract Sum will be increased by this Change Order	$25,245 00
Contract Sum	**$446,728.00**

Jackson and Ryan Architects, Martha Seng, FAIA
Architect

pending
DATE
2/3/12

Treadwell Electric Contractors, Inc
Trade Contractor

pending
DATE

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE
12/20/11

Mark Henry, County Judge
Galveston County

pending
DATE 01/24/12

JDM

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor. Treadwell Electric Contractors

PO# B101052 Date· 11/16/10

Authorization Number: 1

To Treadwell Electric Contractors, Inc

Attn Steve Wilcox

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work

Provide 800 amp breaker and 800 amp transfer switch to existing generator

Original Allowance Sum	$	20,071
Allowance Expenditures Prior to this Authorization	$	0
Allowance Balance Prior to this Authorization	$	20,071
Allowance Sum will be ***decreased*** by this Authorization	$	10,145
Allowance Balance	$	9,926

Jackson & Ryan Architects — Date 11/18/10

Ardent Construction, LLC — Date 11/18/10

O C Unbehagen, Galveston County — Date 11/18/10

Treadwell Electric
Contractors, Inc.

Mr. Larry Brown,
We are pleased to provide pricing for an 800 amp automatic transfer switch and an 800 amp output breaker for an owner supplied generator at the Animal Resource center for $10,145.00

Pricing breakout:	800 amp transfer switch	$7,145.00.
	800 amp breaker	$2,700.00
	Breaker Labor	$300.00
	Total Sell	$10,145.00

Please call with any questions.

Thank you
Steve Wilcox

TREADWELL ELECTRIC CONTRACTORS, INC
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)
Regulated by the Texas Department of Licensing and Regulation
P O Box 12157 Austin, Texas 78711 1-800-803-9202, 512-463-6599, website. www.license.state.tx.us/complaints

CONSOLIDATED ELECTRICAL DISTRIBUTORS

CED
850 GREENS PARKWAY STE 200
HOUSTON. TX. 77067

TELEPHONE: 281-873-4233
FAX: 281-873-4238

FROM: David R. Wolfe

TO: STEVE
COMPANY: TREADWELL
FAX NUMBER:
DATE: 11/1/2010 TIME: 12:00

SUBJECT: GALVESTON CO ANIMAL RESOURCE CENTER

ATS-1	800A 120/208 3PH	$	7,145.00

Steve Wilcox

From: Schindewolf, Erik [eschindewolf@cescoltd com]
Sent: Wednesday, November 03, 2010 11 04 AM
To: Steve Wilcox
Subject: RE SQD BREAKER

It's rated for 600V

AIC Ratings are.
100K @ 240V
65K @ 480V
25K @ 600V

Thanks,

Erik Schindewolf
Crawford Electric Supply
713-476-0788

From: Steve Wilcox [mailto:swilcox@treadwellelectric.com]
Sent: Wednesday, November 03, 2010 11:02 AM
To: Schindewolf, Erik
Subject: RE: SQD BREAKER

Erik, is this breaker 208volt

From: Schindewolf, Erik [mailto:eschindewolf@cescoltd.com]
Sent: Wednesday, November 03, 2010 10:53 AM
To: Steve Wilcox
Cc: Wood, Randy
Subject: RE: SQD BREAKER

Steve,

The MHL is an obsolete style breaker. They still have these on the shelf, but we are not able to get any type of discount on them The price for an MHL36800 is $6400

The new style breaker that has replaced this is a SQD MJL36800. We can get a discount on it It will be $2700

There is a slight difference in physical size of the breaker I have attached dimensions of both for your review

Thanks,

Erik Schindewolf
Crawford Electric Supply
713-476-0788

From: Wood, Randy
Sent: Tuesday, November 02, 2010 3:27 PM
To: Schindewolf, Erik
Subject: Fwd:

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor. Treadwell Electric Contractors

PO# B101052 Date: 11/16/10

Authorization Number 2

To· Treadwell Electric Contractors, Inc

Attn·Steve Wilcox

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work·

Provide (3) 1" innerducts in communication conduits

Original Allowance Sum	$	20,071
Allowance Expenditures Prior to this Authorization	$	10,145
Allowance Balance Prior to this Authorization	$	9,926
Allowance Sum will be ***decreased*** by this Authorization	$	1,391
Allowance Balance	$	8,535

Jackson & Ryan Architects — Date 11/18/10

Ardent Construction, LLC — Date 11/18/10

O C Unbehagen, Galveston County — Date 11/18/10

Treadwell Electric
Contractors, Inc.

Mr Larry Brown,
We are pleased to provide pricing for the installation of three 1" innerducts in two 4" conduits at the Texas City Animal Resource Center for $1,391 00 Please see pricing breakout. Please call with any questions

Thank You
Steve Wilcox

TREADWELL ELECTRIC CONTRACTORS, INC
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)
Regulated by the Texas Department of Licensing and Regulation
P O Box 12157 Austin, Texas 78711, 1-800-803-9202, 512-463 6599, website www license state tx us/complaints

Project Animal Resource Center | Electrical

Ardent Construction | Means 2007

Install 3x1" innerducts in phone conduits

Qty	CSI Number	Description	Hours	Total Hours	Bare Mat.	Labor $23.00 hr	Total material	Total Labor
		Totals						
		Treadwell Electric						
1500		1" innerduct 3 in ea of 2- 4" phone conduits	1 5	22.5	0 41		$615.00	$517 50
							$615.00	$517 50
					Burden @ 1.5			$258 75
					Sub Total Material and Labor			
					Total			$1,391 00

Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Treadwell Electric Contractors

PO#. B101052 Date: 11/16/10

Authorization Number: 3

To: Treadwell Electric Contractors, Inc

Attn:Steve Wilcox

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work

Provide credit for deletion of phone conduit

Original Allowance Sum	$	20,071
Allowance Expenditures Prior to this Authorization	$	11,536
Allowance Balance Prior to this Authorization	$	8,535
Allowance Sum will be increased by this Authorization	$	453
Allowance Balance	$	8,988

Jackson & Ryan Architects — Date 11/18/10

Ardent Construction, LLC — Date 11/18/10

O C Unbehagen, Galveston County — Date 11/18/10

Treadwell Electric
Contractors, Inc.

Mr. Larry Brown,
We are pleased to provide credit for the removal of 250' of phone conduit at the Texas City Animal Resource Center for $452 75. Please call with any questions.

Thank You
Steve Wilcox

TREADWELL ELECTRIC CONTRACTORS, INC
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)
Regulated by the Texas Department of Licensing and Regulation
P O Box 12157 Austin, Texas 78711, 1-800-803-9202, 512-463-6599, website www.license.state.tx.us/complaints

Project Animal Resource Ce RFQ # 1 Electrical

Ardent Construction Means 2007

Credit of 250' of 4' Conduit for Phone

Qty	CSI Number	Description	Hours	Total Hours	Bare Mat.	Labor $23.00 hr	Total material	Total Labor
		Totals						
		Treadwell Electric						
250'		4" pvc	5	6 8	0 7		$175 00	$158 00
2		4" pvc 90	1 5		$12.50		$25 00	$34 50
							$200 00	$192 50
					Burden @ 1 5			$96.25
					Total Material and Labor			$488.75

Ardent Construction, LLC

133 N Friendswood Drive #300 • Friendswood, TX 77546

Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor Treadwell Electric

PO#: 102037 Date· 3/8/11

Authorization Number 4

To: Treadwell Electric

Attn Steve Wilcox

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

Description of Work	Add 1000 amp disconnect per Tx New Mexico requirements	+ 10,314
	Eliminate circuits for 19 power wash stations	(2,375)
	Delete 13 voice data drops (conduit)	(260)

Original Allowance Sum	$	20,071
Allowance Expenditures Prior to this Authorization	$	11,083
Allowance Balance Prior to this Authorization	$	8,988
Allowance Sum will be ***decreased*** by this Authorization	$	7,679
Allowance Balance	$	1,309

Jackson & Ryan Architects — Date 3/31/11

Ardent Construction, LLC — Date 3/31/11

O C Unbehagen, Galveston County — Date 3-30-2011

Treadwell Electric
Contractors, Inc.

Mr Larry Brown,
We are pleased to provide pricing for the addition of a 1000 amp fusible disconnect at the Texas City Animal Resource Center for $10,314.20 Please see pricing breakout Please call with any questions.

Thank You
Steve Wilcox

TREADWELL ELECTRIC CONTRACTORS, INC
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)
Regulated by the Texas Department of Licensing and Regulation
P O Box 12157 Austin, Texas 78711, 1-800-803-9202 512-463-6599; website www.license.state.tx.us/complaints

Project Animal Resource Center

Ardent Construction

Upgrade to 1000 amp service

Electrical

Means 2007

Qty	CSI Number	Description	Hours	Total Hours	Bare Mat.	Labor $23.00 hr	Total material	Total Labor
		Totals						
		Treadwell Electric						
1		1000 amp 3r fusible disconnect	26 4	26 4	$4,250 00		$4,250 00	$607 20
1		200 amp 3r fusible disconnect	8 5	8.5	$372 00		$372.00	$195.50
4		kerneys	1.4	5 6	$67 00		$268 00	$128 80
1		12x12x6' Wireway	3	3	$382 00		$382 00	$69 00
3		3" RGS Nipples	0 9	2 7	$18 00		$54 00	$62 10
200'		400 kcmil	4	4	$6 17'		$1,234 00	$92 00
36		Terminations	0 9	32 4				$745 20
300'		6" PVC	7	21	$2 48'		$744 00	$483 00
4		6" PVC 90	2	8	$99 00		$396 00	$184.00
		Credit Existing Conduit						
							$7,700 00	$2,566 80
300'		4" PVC	5	20	1 05'		< $315 00 >	< $460 00 >
4		4" PVC 90	1 5	6	$8 00		< $24 00 >	< 138 00 >
							$7,361 00	$1,968 80
					Burden			$984 40
					Total Material and Labor			$10,314 20

Treadwell Electric
Contractors, Inc

January 17, 2011

Mr Larry Brown,
We are pleased to offer a reduction in the contract amount of $2,375 00 for the elimination of 19 power wash receptacles at the Animal Resource Center in Texas City. Please call with any questions

Thank You
Steve Wilcox

TREADWELL ELECTRIC CONTRACTORS, INC
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)
Regulated by the Texas Department of Licensing and Regulation
P O Box 12157 Austin Texas 78711 1-800-803-9202, 512 463-6599, website

Larry Brown

From: Steve Wilcox [swilcox@treadwellelectric com]
Sent: Wednesday, March 02, 2011 7 33 AM
To: Larry Brown
Subject: Animal Resource

Follow Up Flag: Follow up
Flag Status: Flagged

Larry, all the data outlets in the cinder block are installed That leaves 13 in the drywall area These can be deleted for a price of $20 00 apiece. Pricing is for a box, plaster ring and conduit stub up
Thanks
Steve Wilcox

= < 260 >

Treadwell Electric
Contractors, Inc.

May, 16th 2011

Mr. Larry Brown,

We are pleased to provide pricing for the installation of 34 linear fixtures at the Texas City Animal Resource center for a price of $5950 00 Please call with any questions Fixture lead time is three weeks

Thank You
Steve Wilcox

TREADWELL ELECTRIC CONTRACTORS, INC
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)
Regulated by the Texas Department of Licensing and Regulation
P O Box 12157 Austin, Texas 78711, 1-800-803-9202, 512-463-6599, website [illegible]

Treadwell Electric
Contractors, Inc.

October 19, 2011

Mr. Larry Brown,

We are pleased to provide pricing for the removal of seventy five existing light fixtures and two sixteen ft. linear light fixtures and replaced with new fixtures at the Galveston County animal resource center for a price of $16,048 00. Pricing based on normal working hours no tax included. Pricing is for removal and replacement of fixtures only and does not include any replacement of any switches, covers, or receptacles Please call with any questions.

Thank You
Steve Wilcox

TREADWELL ELECTRIC CONTRACTORS, INC
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)
Regulated by the Texas Department of Licensing and Regulation
P O Box 12157 Austin, Texas 78711, 1-800-803-9202, 512-463-6599, website www.license.state.tx.us/complaints

Treadwell Electric
Contractors, Inc.

November 1, 2011

Mr Larry Brown,

We are pleased to provide pricing for the disconnection of the existing AC and Heating equipment at the existing Animal Resource Center and the reconnection of new AC and Heating equipment for a price of $4,556 00

Pricing is based on using all existing circuits being within 10' of new units Pricing does not include any new circuits Please call with any questions

Thank You
Steve Wilcox

TREADWELL ELECTRIC CONTRACTORS, INC
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)
Regulated by the Texas Department of Licensing and Regulation
P O Box 12157 Austin, Texas 78711, 1-800-803-9202, 512-463-6599 website www.license.state.tx.us/complaints

AGENDA ITEM #16w

Galveston County

722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Construction Manager Agent

04

Project . . . . . **Animal Resource Center**
Proposal Number **B101005**
PO Number **C005711**
Date. . . . . **December 6, 2011**

Trade Contractor Ardent Construction LLC
133 N. Friendswood Dr # 300
Friendswood, Texas 77546
Attn Larry Brown

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work:

1 Additional General Conditions for completion of remodel of existing building

Total **$20,000**

C \Users\anders_d\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content Outlook\QPWE0UZ1\Ardent CO # 4 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order is caused by a several factors & decisions on this project.

1 Additional contract time for remodeling of existing building. Work not in original scope of services but included as an allowance in budget

Original Contract Sum	$368,024
Authorized Changes Prior to this Change Order	$60,698.07
Contract Sum Prior to this Change Order	$428,722 07
Contract Sum will be *Increased* by this Change Order	20,000.00
Contract Sum	$448,722.07

Jackson & Ryan
Architect

DATE

Ardent Construction LLC
Trade Contractor

DATE 12/15/11

xxxxxxx
Construction Manager-Agent

DATE

Mark Henry, County Judge
Galveston County

DATE 1-24-12

Ardent Construction LLC
133 N Friendswood Dr
No 300
Friendswood TX 77546
877-851-0243

License.

Change Order

Order#: 4

Order Date: 12/06/2011

To: Galveston County
722 Moody Ave
Galveston TX 77550

Project: 9017
GC Animal Resource Center
722 Moody Ave
Galveston TX 77550

Additional General Conditions

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Additional General Conditions for existing bldg	20,000 00

Negative changes will lower the overall contract price requiring no additional payment by owner

Requested Amount of Change 20,000.00

The original Contract Sum was	368,024 00
Net change by previous Change Orders	60,698 07
The Contract Sum prior to this Change Order	428,722 07
The Contract Sum will be changed by this Change Order	20,000 00
The new Contract Sum including this Change Order will be	448,722 07
The Contract Time will be changed by	0 Days

Owner _____ Date _____

Contractor _____ Date 12/06/11

AGENDA ITEM #17

GALVESTON COUNTY, TEXAS
COMMISSIONER'S COURT
Contract Approval Request

Date of Request:	1-3-12	**Department:**	FACILITIES	**Request:**	
Renewal Contract:	NO	**Orgkey:**	1101170100	**Object Code:**	5424000
Contract Start Date:	1-24-12	**Vendor:**	BOB JOHNSON & ASSOCIATES 712882		
Contract End Date:	12-31-12	**Description:**	PROVIDE ANNUAL WATER TREATMENT SERVICES FOR CHILLERS AND CORRECTIONAL FACILITIES KITCHEN.		
Contract # Issued By Purchasing:		CM12067	**Reviewed By County Legal:**	NO N/A	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
GENERAL	1101	$17,880.00					
Totals:		$17,880.00	-	-	-	-	-
Total Cost:							

Approved By:	Date	Signature
Department Head:	1/5/2012	
Line Item budgeted → County Budget Office:	1/18/2012	
Purchasing Agent:	1-18-2012	
County Judge:	1/19/2012	

Form Number

COUNTY OF GALVESTON

CHARLES KENWORTHY

Facilities Manager

Office (409) 766-2385
Fax (409) 770-5132

January 3, 2012

RE Water Softener Service

Honorable Judge Henry and Commissioners,

After careful review of the contract awarded in Commissioners Court on December 20, 2011, for Water Softening Services, we discovered a discrepancy in the pricing of the contract. The contract was awarded to Pipe Masters, however upon further review with County Purchasing, Bob Johnson and Associates are the lowest qualified bidder. The issue was the cost for service per location appeared to be included in the base price, which it was not. We recommend that the contract be awarded to Bob Johnson and Associates

Thanks

Charles Kenworthy
Facilities Manager
County of Galveston

PIPE MASTER, LLC.

WATER TREATMENT SERVICES

11718 Pecan Creek Dr Ph: (832)-689-7515
Houston, TX 77043 Fax (281)-372-6754

DATE December 28, 2011
TERMS Net 30 Days
FOB Job-Site
PRICE FIRM 60 Days

To **Galveston County**
722 Moody
Galveston, TX 77550

Attn Debra Belany
Phone 409-766-2384
E-mail: debra.belany@galveston.tx.us

QUANTITY	ITEM	UNIT PRICE	TOTAL
	We are pleased to submit the following water softener service quote		
	Locations Central Plant - 722 Moody Central Plant - 600-59th County Jail - 5700 Avenue H Mid County Annex - Texas City		
	SERVICE AGREEMENT: includes all service, maintenance and salt Includes bi-weekly service and salt delivery for the customer owned water softeners Salt, replacement components, parts, ion exchange resin and labor are not included in the service **60 bags of salt per month at $7 00 per 80# bag.**		
	Annual Cost for Biweekly Water Softener Service:	**$6,240.00**	**$6,240.00**
	Estimated Total Salt Price:	**$20,000.00**	**$20,000.00**
	IMPORTANT Effluent quality based on feed water conditions All softener operations will be checked with report given after each service Delivery dates subject to product availability		
	APPROVED & ACCEPTED Sincerely, BY _____ PRINT _____ Matthew Mueller DATE _____ Pipe Master, LLC P O NO _____		

NALCO

December 7, 2011

Nalco Company
Industrial & Institutional Services
7705 Hwy 90-A
Sugar Land, TX 77478
(281) 263-7266 office
(281) 263-7276 fax
www nalco com

Attention Charles Kenworthy, Galveston County Facilities

From David Lane, Account Engineer

Project Water Softener Services

Nalco's bid for a water treatment package for water softener maintenance and services as outlined by Charles Kenworthy, Galveston County Facilities Manager is

$ 20,244.00 per year with salt included ($1,687.00 per month)
Salt/$9.45 per 80 lbs. bag

Nalco Services include

- Bi-weekly testing, salt delivery and implementation, water reports, and service personnel as outlined by Charles Kenworthy, Galveston County Facilities Manager

Services/Products	Description	Pricing
Consulting &Analysis	Bi-weekly testing, service, and reports	$13,440 00
Water Softener Salt	Replenishment and implementation of salt (60 80 lbs bags/month @ $9 45)	$6,804 00

If you have any questions, please contact me at **832-330-4290** or by calling **281-263-7266**

Regards,

David B Lane
Account Engineer
Nalco Company

75 years of innovation

BJJ&A
Total Water Treatment
Bob J. Johnson & Associates, Inc.

Bob J Johnson & Associates
16420 W Hardy Rd #100
Houston, TX 77060
Ph 281-873-5555
Fax 281-873-5544

www bjja com

Quote for Water Softener System Service

For
COUNTY OF GALVESTON
FACILITIES DEPT
722 MOODY, 6TH FLOOR
GALVESTON, TEXAS 77550

For Water Softeners located at following locations.

- Central Plant – 722 Moody – Galveston TX
- Central Plant – 600-59th – Galveston TX
- County Jail – 5700 Avenue H – Galveston TX
- Mid County Annex – 9300 Emmett F. Lowry Expressway Texas City TX

Service Visit (Twice per month) will include the following tasks

- Add salt tablets as needed, , $7 75 per bag, 60 bags per month equal 4800 LBS
- Check for leaks.
- Check water softener controller for proper operation.
- Test water hardness post water softener and boiler inlet.
- Calibrate controllers for proper salt dosing.
- Document any problems and advise Facilities personnel.
- A detailed ticket will be provided after each service visit.

If system needs repair, Bob J Johnson & Assoc technician will notify Facilities Department that repairs are needed

Financial Summary

Monthly Visit	$ 1025 00
Monthly Salt·	$ 465 00
Annual Total.	$ 1 7 8 8 0.00/Annually

Accepted by

Signed

Mark Henry

Printed

Title County Judge

PO 01/30/2012 (Page 1 of 1)

PURCHASE ORDER
GALVESTON COUNTY
GALVESTON, TEXAS

Page 1 of 1

VENDOR 712893
BOB J JOHNSON & ASSOCIATES
16420 WEST HARDY ROAD SUITE 100
HOUSTON, TX 77060

SHOW THESE NOs. ON ALL PAPERWORK/BOXES

Purchase Order Number	C205100
Order Date	01/30/12
Requisition Number	CR204623
Requisition Date	01/26/12
Bid Number	
Contract Number	CM12067

MAIL INVOICES DIRECTLY TO:
Galveston County Auditor's Office
Attention Accounts Payable
PO Box 1418
Galveston, Texas 77553

DELIVERY ADDRESS:
DIRECTOR OF FACILITIES
722 MOODY AVE 6TH FL
GALVESTON, TX 77550

ACCOUNTS(S)
1101170100 5424000 $ 17,880 00

PAPERWORK ADDRESS

ITEM	DESCRIPTION	QTY	UNIT(S)	UNIT PRICE	EXTENSION
	APPROVED CC 1/24/12 ITEM 17				
001	BLANKET PURCHASE ORDER FOR VENDOR TO PROVIDE QUARTERLY WATER TREATMENT SERVICES FOR WATER SOFTENERS AT 1 CENTRAL PLANT - 722 MOODY-GALVESTON TX 2 CENTRAL PLANT -600-59TH -GALVESTON TX 3 JAIL -5700 AVENUE-H - GALVESTON TX 4 MID COUNTY ANNEX-9300 EMMETT F LOWRY EXPRESSWAY - TEXAS CITY TX	12	EA	1,490 00	17,880 00
	GUESS_D			TOTAL	17,880.00

FAILURE TO DELIVER. If the Vendor fails to deliver by the promised date, or reasonably thereafter without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the County reserves the right to purchase the specified items elsewhere and charge any increase in price and cost of handling to the Vendor No substitutions or cancellations permitted without prior approval of the Purchasing Department of Galveston County

SALES TAX EXEMPTION CERTIFICATE The undersigned claims an exemption from all sales taxes under Chapter 20 Title 122A Revised Civil Statues of Texas for purchase of tangible personal property described in this numbered order purchased from Vendor listed above

By: Rufus Crowder
PURCHASING AGENT

THIS ORDER IS ISSUED SUBJECT TO GALVESTON COUNTY'S GENERAL TERMS AND CONDITIONS
ORIGINAL

AGENDA ITEM #18

GALVESTON COUNTY, TEXAS
COMMISSIONER'S COURT
Contract Approval Request

Date of Request	01/03/12	**Department**	Child Welfare (4433)	**Request.**	Contract Award
Renewal Contract	No	**Orgkey·**	2501443300	**Object Code**	5495511
Contract Start Date	10/1/2011	**Vendor**	Resolve It ,Inc Alison Lootens Putman, Executive Director 817 Clear Lake Rd , Ste# 2C Kemah, Texas 77565		
Contract End Date	09/30/13				
Contract Description·	Two year funding for intervention and support program for at-risk youth				
Contract # Issued By Purchasing				**Reviewed By County Legal·**	No

Fund Name	**Fund #**	**FY12 $ Budget**	**FY12 $ Request**	**Fy13 $Budget**	**FY14 $ Request**	**FY15 $ Request**	**FY15 $ Request**
Resolve It,Inc		$15,000 00	$10,000 00	$10,000 00	N/A	N/A	N/A
Totals		$15,000 00	$10,000 00	$10,000 00	N/A	N/A	N/A

Total Cost	$20,000 00

Approved By.	**Signature**	**Date**
Department Head		01/18/12
County Budget Office		1/18/2012

Line item budget

Purchasing Agent: _____

County Judge _____

Contract between
Galveston County Children's Services Board
and
Resolve It, Inc.

The Galveston County Children's Services Board, a county child welfare board established under §264 005 of the Texas Family Code, and Resolve It, Inc , a non-profit organization based in Kemah, Texas desire to provide intervention and support to at-risk youth through an evidence-based cognitive/behavioral therapy program. Accordingly, the parties mutually agree as follows

I
Term of Contract

The term of this Contract begins effective October 1, 2011 and ends on September 30, 2013

II
Purpose of Contract

Resolve It, Inc has been awarded a Victims of Crime Act ("VOCA") grant for this project in the amount of $100,000 with a requirement of 20% matching funds This will require Resolve It, Inc to obtain matching funds of $20,000 annually, Galveston County will provide $10,000 annually of the required matching funds The purpose of this contract is to provide those matching funds over two years for use towards administrative costs for contractual and professional services, staff training and development, mileage costs, project expenses, project supplies, and project curriculum to help assist Resolve It, Inc in the performance of its duties. These duties relate to intervening in cases of suspected child abuse/neglect and subsequent post traumatic stress reaction. Specifically, Resolve It, Inc , on an ongoing basis

1) Asesses victims and children of child abuse/neglect who exhibit symptoms of post traumatic stress reaction and who attend San Leon Elementary, KE Little Elementary, or Barber Middle School to determine their need for services,

2) Povides services determined to be needed under subdivision (1),

3) Provides 10 weeks of Cognitive Behavioral Intervention for Trauma in Schools ("CBITS") group therapy, individual therapy (as needed), family meetings, and teacher support.

4) Receives referrals from school counselors, Child Protective Services workers, the District Attorney's office, the Children's Advocacy Center, and other community agencies

III
Maximum Amount of Expenditure

The maximum expenditure to be made by Galveston County on behalf of the Children's Services Board under this contract will not exceed $20,000 over two years

Galveston County, on behalf of Children's Services Board, will make two payments to Resolve It, Inc according to the schedule below

IV
Breakdown of Payment

The breakdown of payment is as follows:	Not to Exceed
January 1, 2012	$10,000 00
October 1, 2012	$10,000 00
	$20,000 00

V
Termination for Lack of Funding

The funding of this contract is wholly dependent upon Galveston County If for any reason such funding is not forthcoming in whole, this contract will be immediately terminated with no penalty to either party If partial funding is forthcoming, the parties will jointly determine how such funds will be utilized

VI
Early Termination

This contract may be cancelled by mutual consent This contract may be cancelled by either party for any reason by the party desiring to cancel giving written notice to the other party 30 days prior to the cancellantion In addition, this contract may be immediately cancelled upon the failure of Resolve It, Inc to provide the services set forth in Paragraph II

VII
Inspection of Records

Resolve It, Inc shall maintain the necessary financial records to support the expenditure of the funds paid by Galveston County on behalf of the Galveston County Children's Services Board The Galveston County Auditor's Office on behalf of the Board shall have a right to audit these records for up to three years after the close of the County's fiscal year (September 30) The County Auditor shall examine these records at Resolve It, Inc 's primary business location or any other location in Galveston County that is more convenient for Resolve It, Inc Resolve It, Inc shall promptly (within ninety days of receipt of any audit report from the County) respond to any discrepancies noted by the County Access to such records will be permitted during normal business hours of 8 00 a m. – 5 00 p m

VIII
Policies

Resolve It, Inc will adhere to all regulations, policies and procedures prescribed by the County of Galveston and the Children's Services Board that relate to the services being provided herein

IX
Evaluation

The parties will evaluate the program of Resolve It, Inc quarterly to help ensure that the needs of victims of child abuse/neglect are being adequately served. A written report will be provided by Resolve It, Inc to the Board in the following months. March, June, September, and December A representative of Resolve It, Inc will attend the Children's Services Board's meeting during the months of March and September in order to provide any additional information and answer any questions

X
Notice

Resolve It, Inc will immediately notify The Children's Services Board in the event of any significant changes affecting the program and its identity, such as name change, change in governing board membership, or pertinent staff changes Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person, mailed by certified mail, with return receipt requested, or transmitted by fax to the Children's Services Board at

Jeanette Elias, Chair
Galveston Children's Services Board
722 Moody, Fifth Floor
Galveston, TX 77550
Fax (409) 770-6177

with a copy to

Director, Community Services
722 Moody Fifth Floor
Galveston, Texas 77550

and to Resolve It, Inc at·

Alison Lootens Putman
Executive Director
Resolve It, Inc
817 Clear Lake Rd , Ste. 2C
Kemah, TX 77565

XI
Independent Relationship.

None of the provisions of this contract are intended to create, nor may be deemed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this contract In the performance of work, duties, and obligations under this contract, Resolve It, Inc is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered Nothing in this contract shall create any employer/employee or agency relationship between the parties to this contract

XII
Confidentiality

Resolve It, Inc agrees not to reveal or disclose any information relating to any case in which services are provided under this contract except to competent authorities

XIII
Advertising and Solicitation

Resolve It, Inc may not use the award of this contract or performance of services under this contract as an advertisement or otherwise for the purpose of soliciting or obtaining business from other sources Resolve It, Inc may not include any information relating to this contract in business cards, pins, labels, patches, or any other manner that could be construed as advertising, solicitation, or as an official extension of the Children's Services Board

XIV
Assignment

Resolve It, Inc may not assign, sell, or otherwise transfer this contract without written permission of the Children's Services Board

XV
Entirety of Agreement and Modification

This contract contains the entire agreement between the parties relating to their rights and obligations under this contract. 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 the party to be charged, and expressly authorized by the governing body of the party An official representative, employee, or agent of the Children's Services Board does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Children's Services Board acting as a body

XVI
Severability and 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

If any current or future legal limitations affect the validity or enforceability of a provision of this contract, then the legal limitations are made a part of this contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitations This contract so modified shall continue in full force and effect

XVII
Governing Law and 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

XVIII
Benefit

This contract is intended to inure only to the benefit of the parties. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

IXX
General Provisions

Words shall be given their ordinary meaning except as provided otherwise If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art; the word shall have the meaning given by experts in the particular trade, subject matter, or art.

Words in the present or past tense include the future tense The singular includes the plural and the plural includes the singular unless expressly provided otherwise Words of one gender include the other gender

The headings at the beginning of the various provisions of this contract have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract

For faithful performance of the terms of this agreement the parties, hereto in their capacities as stated affix their signatures and bind themselves effective the October 1, 2011.

Galveston County Children's Services Board

Jeanette Ellas
Chair

1/18/12
Date of Signature

Resolve It, Inc.

Alison Lootens Putman
Executive Director

1/17/12
Date of Signature

Execution by the County of Galveston County

The County of Galveston, acting by and through Mark Henry, County Judge, in accordance with an order passed by the Commissioners' Court, acknowledges that the foregoing agreement has been submitted to it and that the Commissioners' Court has no objection to its execution by the Galveston County Children's Services Board.

Mark Henry
County Judge

January 24, 2012
Date of Signature

Document history:
Depts\word\commser\Child Advocacy Project Final Contract
D:\WP\CSD\CPS\Advocacy Center Contract\Child Advocacy Project Final Contract.doc
Y:\Curtis\WP\CSD\CPS\Advocacy Center Contract\Child Advocacy Project Final Contract.doc

AGENDA ITEM #19a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	1/17/12	**Department**	Information Technology		
Renewal Contract	Yes	**Orgkey**	1101159100	**Object Code·**	5423500
Contract Start Date	2/1/2012	**Vendor:**	Printech		
Contract End Date	1/31/2013	**Vendor No·**	706331	**Contract No**	
Description	Software Maintenance for Check Printer in Treasures Office				

Contract # Issued By Purchasing	**CM08062**	**Requested Legal Review·**	**Yes/No** ___**Pending review**___

Fund Name	**Fund #**	**FY12 $ Budget**	**FY12 $ Request**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY15 $ Request**
Sotware Maintenance	5423500	$2,000 00	$2,000 00				
Totals		2,000	2,000	-	-	-	-

Total Cost $2,000 00

Approved By	**Date**	**Signature**
~~**Department Head·**~~ Admin. Coor.	1-17-12	G G Allen
Purchasing Agent	1-17-2012	
County Legal		
County Budget Office	1-17-2012	

Form Number

PRINTECH MAINTENANCE POLICY

THIS MAINTENANCE POLICY ("Maintenance Policy") is issued by Printech Global Secure Payment Solutions LLC (Printech), a limited liability company with offices at 3541 N W 115 Avenue, Miami, FL 33178 ("Company") to Subscribers of Maintenance Services who have executed Printech Basic Agreement and the Printech Maintenance Service Ordering Document, incorporated herein by reference Maintenance Services shall commence on Service Commencement Date specified in the Ordering Document This is Maintenance Policy version 01 01 2008, effective as of January 1, 2008 Printech reserves the right to modify this Maintenance Policy by posting a new version of it at its web site (http //www printech com)

PART A DEFINITIONS.

'Annual Maintenance Fee' means the annual fee referenced in Section 2(a) ("Annual Maintenance Fee") payable by the Subscriber to the Company for the Software Maintenance Services for the Covered Components during the Term

'Call-In Maintenance Service' means diagnosis and correction of errors in the Covered Components, including receiving Subscriber service requests, clarifying functions, features and operation of the Covered Components, documenting the error, providing any available patch or solution, replicating and analyzing the issue on a test system, devising a case resolution path, resolving the reported error through a workaround or product engineering, or a determination that no solution is technically or economically feasible within reason period Reasonable maintenance could not exceed 35 hours annually under normal circumstances For printer and other hardware components (if any), Printech shall be the first point of contact in arranging maintenance service by the third party manufacturer

'Consulting Maintenance Service' means billable technical services to assist with installation, testing, data conversion, on-site support, multi-vendor coordination or other technical services for the Covered Components not otherwise included in Maintenance Services, at rates referenced in your Ordering Document

'Covered Components' means the computer software and hardware devices identified on the Ordering Document eligible to receive Maintenance Services at prices set forth therein during the Annual Maintenance Period The Covered Components are off-the-shelf products used in substantially the condition provided Any third party software, including operating systems, network software, routers and related communications devices, and software applications, are not Covered Components or eligible for Maintenance Service

'Electronic Fulfillment' means downloading or transmitting of Software over a secure link from a secure web site or network to Subscriber according to security measures specified by the Company

'Maintenance Service' means Instructional Maintenance Service, Software Fixes, Updates, and Call-In Maintenance Service, together with any Consulting Maintenance Service that may be commissioned for the Covered Components

PART B. SERVICE DESCRIPTION

1 **Software Maintenance Services.** Subject to Company's receipt of the Annual Maintenance Fee and other amounts due hereunder, Company will provide the following Maintenance Services to Subscriber during the Term Except as specifically noted, Maintenance Services will be provided remotely from Company's locations to the Subscriber, in the English language

(a) **Instructional Maintenance Services.**

(i) **Account Training.** Subscriber Representatives will review documentation to familiarize themselves with features of the Covered Components Any training services in the Covered Components will be performed as separately billable Training Services at rates specified in your Ordering Document or at Printech's standard rates

(ii) **Web Site Service.** During the Term, Subscriber's Account Representative may access the Company's web site The Web Site may contain reference materials and provide Electronic Fulfillment of Software Fixes and Updates Subscriber shall observe all security requirements and shall not allow others to share its account

(b) **Call-In Maintenance Service.** Call-In Maintenance Service is available during Normal Hours of Operation (currently 8 30 a m to 5 30 p m , EST, Monday-Friday, except New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day Before Christmas, Christmas Day) The Company may provide extended hours to respond to Code Red service requests

(i) **Submitting Service Requests** Subscriber's designated contact person will submit service requests according to Company instructions (currently, email, fax or telephone call) **The service request should assign a Severity Level and adequately describe and document the reported error so it can be verified and reproduced** Company may re-characterize the Severity Level and charge for Consulting Maintenance Service if the Severity Level appears materially inaccurate

(ii) **Severity Level.** The Severity Level means a perceived error in the Covered Components is reportedly having the following impact on Subscriber's business

'Code Red' means the reported error is having a material impact on critical business operations at the enterprise level that cannot be worked around and which needs to be corrected as soon as reasonably possible (e g , transaction processing application for e-commerce system has crashed and cannot be rebooted)

'Code Orange' means the reported error is having a material impact on important business operations that can be worked around or deferred for only a limited period of time (e g , delay in daily reports is causing work stoppages)

'Code Yellow' means the reported error is degrading business operations in a way that delays or interferes with some non-critical business operations and can be worked around for a reasonable time (e g , slow down in generation of reports that need to be produced in the next few days)

'Code Green' means the reported error is having a minor impact on business operations that can be worked around and a fix should be included in the next Software Update (e g , cosmetic changes to screen layouts, requests for feature enhancements or updates to Documentation)

(iii) **Response to Service Request.** Response time begins when Company logs-in a service request in proper form from the Subscriber's authorized contact Service requests received after Normal Hours are logged at the beginning of the next business day (except Code Red cases may be logged sooner if Company personnel are available) Response time ends with Company's notice that it has commenced diagnosis and error correction efforts Issue Resolution Objectives are good faith estimates, not warranties or deadlines of performance Some errors may never be resolved

Severity Level	Estimated Response Time	Issue Resolution Objective
1 Code Red	Within one (1) hour	< 8 hours to resolve or workaround
2 Code Orange	Within two (2) hours	< 2 business days to resolve or workaround
3 Code Yellow	Within eight (8) work hours	< 2 weeks to resolve or workaround
4 Code Green	Reasonable Time	Reasonable Time

(iv) **Subscriber Responsibilities.** Subscriber shall ensure that (i) the Covered Components, Software Upgrades and any associated components are installed and operated properly, (ii) no other components having an adverse impact on the Covered Components has been introduced, (iii) any specifications supplied to Company are accurate and complete and (iv) no changes to Covered Components were made other than by the Company or with its approval Subscriber will also need to ensure that all third party software, networks, equipment and technologies (including data commands from your other software systems, printer drivers, parameter settings and network configurations) are properly installed and configured to interoperate with the Covered Components The Subscriber will cooperate with requests to document errors and configuration data, allow remote dial-in access on a secure basis, reconfigure its systems, install new versions of software or components (including print drivers) or adjust its business processes

(v) **Hardware Components.** Printech will act as the first point of contact in arranging Maintenance Service on third party Hardware Components to the extent they are Covered Components Printech's ability to respond to Service Requests on Hardware depends on the availability of replacement or upgrade components and corresponding technical support services from the manufacturer or distributor Subscriber is responsible for all shipping charges on Hardware components Any requested Maintenance Service on Hardware not listed on the Ordering Document shall be separately billable as Consulting Maintenance Service and Subscriber shall pay for Hardware replacements and upgrades

2 Prices & Payment

(a) **Annual Maintenance Fee.** Subscriber will pay the Annual Maintenance Fee each year during the Term, starting with the Service Commencement Date This Annual Fee is generally fifteen (15) percent of the License Fee paid for the Covered Components and the price specified for any Hardware Components The first year Fee is stated in your Ordering Document Company may adjust Fees annually by not more than a reasonable amount (except this limitation shall not apply to third-party pass-through costs, if any) This Fee includes all Call-In Maintenance Services and Support Services are offered on a continuous subscription basis Subscriber may issue purchase orders for administrative convenience, but they shall not be a precondition to renewal of service If service lapses and is later reinstated, Subscriber will pay Fees otherwise due for the period of lapse, plus 25 percent administrative fee Company may pro-rate Fees to coordinate with a fiscal or calendar year Fees are non-refundable and non-cancelable

(b) **Extra Surcharges.** Company may impose Extra Surcharges for services and deliverables not covered by the Annual Maintenance Fee Unless agreed in writing, the pre-authorized, actual, reasonable, documented cost of long distance travel by Company in performing services under this Policy shall be reimbursed as an Extra Surcharge

(c) **Consulting Maintenance Fees** Company's fees for occasional Consulting Maintenance Services are specified on your Ordering Document Any total dollar amount specified for such work will be considered a reasonably accurate estimate only, unless clearly identified as a fixed price or not-to-exceed limit and associated with a clear written scope of work For more extensive consulting projects, the parties will execute a Consulting Services Work Order

(d) **Invoicing & Payment.** The Annual Maintenance Fee and any Tax Obligations will be invoiced upon execution of your Ordering Document and on or about each anniversary of the Service Commencement Date during the Term Extra Surcharges and Consulting Maintenance Service fees shall be invoiced monthly or as otherwise agreed in writing Invoices shall be paid within thirty (30) days from date of receipt, without setoff or deduction On unexcused late payments, interest will accrue at one (1) percent per month and Company may recover costs of collection, including reasonable legal fees and expenses as specified in the Basic Agreement Company may suspend services if amounts are not paid when due

3 **Term & Termination.** This Policy shall be effective on the Service Commencement Date specified in your Ordering Document and shall continue in full force and effect for a period of one (1) year, unless terminated earlier as provided herein ("Term") The Term shall be automatically renewed for successive one (1) year periods unless either party gives written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term This Policy may be terminated earlier for either party's default as provided in the Basic Agreement

4. **Proprietary Rights.** The Covered Components, Software Upgrades and work product resulting from Call-In or Consulting Maintenance Service shall remain the property of the Company or its designee Usage rights for such deliverables shall be the same as for the Covered Components, or as otherwise specified in a license agreement governing that subject matter The Company reserves all rights not expressly granted

5. **Other Provisions.** Additional contract provisions applying to the Maintenance Services are as stated in the Maintenance Services Ordering Document and the Basic Agreement, both of which are incorporated herein by reference

(End of Policy)

AGENDA ITEM #19b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	1-3-12	Department	IT		
Renewal Contract	yes	Orgkey.	1101159100	Object Code.	5423500
Contract Start Date	1-1-12	Vendor·	Sungard Public Sector		
Contract End Date	12 31-12	Vendor No		Contract No	CM12057
Description	IFAS, IBM Informix Maintenance				
Contract # Issued By Purchasing		CM12057	Requested Legal Review		Yes/No 12-30-11

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Maintenance of Software			14,154 87				
Totals		-	14,154 87	-	-	-	-

Total Cost	14,154.87

Approved By	Date	Signature
Department Head· Admin Coord	1-19-12	J Allen
~~Assistant~~ Purchasing Agent·	Evan a McLaren 1-19-12	
County Legal	Nancy Bozeman 1/19/12	
County Budget Office	1/19/2012	Mel Rennick

Form Number

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc
A Florida corporation

with headquarters address at

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND
Galveston County
(for purposes of this Agreement, "Customer")

with its principal place of business at

722 Moody Avenue 2nd Floor
Galveston, TX 77550

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement

Galveston County, TX	**SunGard Public Sector Inc**
BY	BY
PRINT NAME Mark Henry	PRINT NAME James A Brescia
PRINT TITLE County Judge	PRINT TITLE Vice President, HR
DATE SIGNED 1-24-12	DATE SIGNED 01/17/2012

Attest
Dwight D. Sullivan
County Clerk

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date

SunGard Public Sector and Customer have entered into a Software License and Support Agreement dated December 28, 1995 (the "License Agreement") for the Software Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement Accordingly, the parties agree as follows

1 **Definitions**

"Exhibit 1" means, collectively (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements, and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement Other appendices to this Agreement are numbered sequentially and are also "Appendices "

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System

"Confidential Information" means non-public information of a party to this Agreement Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software Confidential Information does not include information that (i) is or becomes known to the public without fault or breach of the Recipient, (ii) the Discloser regularly discloses to third parties without restriction on disclosure, (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation, or (iv) information that is required to be released by what is commonly called the Texas Public Information Act

"Discloser" means the party providing its Confidential Information to the Recipient

"Documentation" means the on-line and hard copy functional and technical specifications that SunGard Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question

"Execution Date" means the latest date shown on the signature page of this Agreement

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information

"Software" means the Component Systems listed in Exhibit 1

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment

"Recipient" means the party receiving Confidential Information of the Discloser

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable

"Notification" means a communication to SunGard Public Sector's help desk by means of (i) SunGard Public Sector's web helpline, (ii) the placement of a telephone call, or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications

2 Services

(a) Types of Services During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1

(b) Limitations All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for

that Baseline Component System Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment

3 Payment and Taxes

(a) Maintenance Fees For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification

(b) Additional Costs Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and, to the extent allowed under terms and provisions of the Texas Prompt Payment Act, shall be due within thirty (30) days from the date of invoice

(c) Taxes Customer is a tax exempt entity (ID#746000908) For applicable taxes, if any, for which Customer is not tax exempt, Customer shall be responsible for paying such taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement

4 Term This Agreement will remain in full force and effect throughout the initial Contract Year Thereafter, this Contract will be renewed on a year to year basis on such terms upon which the parties mutually agree

5 Disclaimer of Warranties Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT**

6 Termination A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement Customer has no obligation to extend this agreement beyond the conclusion of the initial Contract Year

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information The Recipient will use at least the same standard of care to maintain

the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when Delivered personally, sent by United States registered or certified mail, return receipt requested, transmitted by facsimile confirmed by United States first class mail, or sent by overnight courier Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation However, the following will not be considered "assignments" for purposes of this Agreement SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets, and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software

11. No Waiver A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach

12. Choice of Law, Severability This Agreement will be governed by and construed under the laws of the State of Texas, without reference to the choice of laws provisions thereof If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect Venue will lie in Galveston County, Texas

13 LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS

FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14 Entire Agreement This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement

EXHIBIT 1
Maintenance Software Identified

Customer **Galveston County, TX**

CONTRACT YEAR **January 1, 2012 through December 31, 2012**

Component Systems **None**

Maintenance fees for third-party applications SunGard Public Sector will invoice, and Customer will pay, annual maintenance fees for third-party provided products as follows

- **Third-party maintenance fees for the associated products are as indicated in the attached invoice number 43904 dated November 30, 2011**

To the extent allowed under the terms and provisions of the Texas Prompt Payment Act, annual third-party maintenance fees are due thirty (30) days prior to the commencement of the annual maintenance term for which such fees are being remitted Third-party maintenance fees for terms that are subsequent to the first annual maintenance term are subject to change and will be specified by SunGard Public Sector in an annual invoice

Third party hardware/software maintenance will be provided by the third party hardware and software manufacturer(s) SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Exhibit 1

APPLICABLE TAXES (IF ANY) ARE NOT INCLUDED IN THIS EXHIBIT 1

EXHIBIT 2
Maintenance Standards

1 SUNGARD PUBLIC SECTOR ASSISTANCE

1.1. Remote Assistance. SunGard Public Sector will provide to Customer, from 5a m to 5p m PT, Monday through Friday (SunGard Public Sector Holidays excepted), telephone, fax, and e-mail supported assistance regarding Customer's authorized use of Software Customer agrees to attempt to locate information provided in Documentation prior to use of Remote Assistance In addition, SunGard Public Sector will provide self service-based assistance SunGard Public Sector will provide help desk support for a single production account and, at a reduced priority, a single test account

1 2 Resolution Assistance Customer will provide to SunGard Public Sector reasonably detailed documentation and explanation of issues to be resolved, together with underlying data, to substantiate any problem or failure and to assist SunGard Public Sector in its efforts to diagnose, reproduce and correct the problem or failure

1 3 Non Software Assistance Non Software Assistance requests (e g requests for assistance with hardware, operating systems, database management systems, networks, printer configuration, etc) are outside the scope of this Annual Support Agreement However, at Customer's request, Non Software Assistance may be provided on a time and materials basis, as available, at the sole discretion of SunGard Public Sector

2 SOFTWARE NEW RELEASES

2.1 SunGard Public Sector will log-on to Customer's designated server, with authorization from Customer, and load the server-based New Releases into a single Account New Releases for local Windows™ based Software, if any, will be sent to Customer, including Customer loading instructions Improvements will be accompanied by updates to the Documentation as necessary

2 2 Functional Compliance SunGard Public Sector will use commercially reasonable efforts to provide Improvements to cause the Software to continue to conform to GASB and GAAP requirements, and to maintain accurate Federal and State payroll tax tables (as published by the taxing authorities) and their related calculation processes In the event that original programming is required to meet any other mandated Software change (including State, Federal, or Local mandated changes), the development costs will be borne by all Customers who utilize that Software change

3. CUSTOMER OBLIGATIONS

3.1 **Remote Support** Customer agrees to maintain, at its own expense, a means of access for SunGard Public Sector's remote support by one of the following options for the duration of this Agreement

Option 1: SafetyNet – a dedicated pre-configured server that resides at the Customer site, utilizing Microsoft Virtual Private Network This option restricts the firewall opening to an authenticated port, and establishes a secure connection between SunGard Public Sector and the Customer

Option 2· Microsoft VPN – a Microsoft compliant VPN on a dedicated server with a single user account to be used by SunGard Public Sector support staff, no components to be loaded on SunGard Public Sector support workstations

Option 3 Cisco VPN – a Cisco compliant VPN connection with a single user account to be used by SunGard Public Sector support staff, no components to be loaded on SunGard Public Sector support workstations

Option 4. Web based VPN – any VPN solution that does not require components be loaded on the support workstations

3 2 **Third Party Products Requirement.** Customer is advised that in order to use certain Enhancements or other features of a New Release of a Component System, Customer may need to obtain SunGard Public Sector-designated third party software or peripherals that are not included as part of the Improvements fees, and that are not provided by SunGard Public Sector

3.3. **Improvements Surcharge Imposed In Certain Instances.** At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) New Releases behind the then-current New Release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a New Release that is more than two (2) New Releases behind the then-current New Release of the Component Systems in question Once Customer is using a New Release that is no more than two (2) New Releases behind the then-current New Release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the New Release that is no more than two (2) New Releases behind the then-current New Release

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www sungardps com

Invoice

Company	Document No	Date	Page
LG	43904	30/Nov/2011	1 of 1

Bill To Galveston County Auditor's Office
PO Box 1418
GALVESTON, TX 77553
United States
Attn Accounts Payable

Ship To Galveston County
722 Moody Ave 2nd Flr
GALVESTON, TX 77550
United States
Attn Information Technology

Customer Grp/No		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5919LG	Galveston County		USD	NET30	30/Dec/2011

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No	COGALV-3			
1	OS- IBM - Informix IDS WG V9 Concurrent Maintenance Start 01/Jan/2012 End 31/Dec/2012	117 00	102 11	11,946 87
2	OS- IBM - Informix Client SDK Maintenance Start 01/Jan/2012, End 31/Dec/2012	2 00	206 24	412 48
3	OS- IBM - Informix CIASM Maintenance Start 01/Jan/2012, End 31/Dec/2012	15 00	25 03	375 45
4	OS - IBM - Informix 4GL Development Maintenance Start 01/Jan/2012, End 31/Dec/2012	2 00	250 29	500 58
5	OS - IBM - Informix 4GI Runtime Maintenance Start 01/Jan/2012, End 31/Dec/2012	11 00	83 59	919 49

Page Total 14,154 87

Remit Payment To SunGard Public Sector Inc
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	14,154 87
Sales Tax	0 00
Invoice Total	14,154 87
Payment Received	0 00
Balance Due	14 154 87

PSA Reference Number

AGENDA ITEM #20

Cheryl E. Johnson, RTA

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

RECEIVED
JAN 06 2012
GALVESTON COUNTY JUDGE

January 2, 2012

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
0002-0115-0007-000	$2,614 41	Overpayment
1788-0004-0011-000	$4,186 00	Duplicate Payment
1836-0000-0080-000	$2,612 34	Overpayment
1998-0003-0002-000	$3,035 52	Overpayment
1999-0001-0008-000	$2,715 28	Overpayment
3393-0001-0008-000	$9,338 95	Overpayment
3510-0038-2010-000	$3,343 49	Duplicate Payment
3824-0002-0001-000	$3,153 02	Duplicate Payment
4478-0002-0013-000	$6,386 66	Duplicate Payment
4600-0000-0029-004	$12,683 84	Overpayment
4876-0001-0020-000	$3,351 37	Duplicate Payment
4877-0001-0016-000	$3,793 08	Duplicate Payment
4896-0001-0001-000	$18,485 99	Inactive Account
5425-0188-0020-000	$3,464 72	Duplicate Payment
5602-0001-0142-000	$3,199 59	Overpayment
7011-0002-0004-000	$5,022 30	Duplicate Payment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

RC

Cheryl E. Johnson, RTA

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

January 9, 2012

RECEIVED
JAN 13 2012
GALVESTON COUNTY JUDGE

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
1113-0003-0012-000	$3,251 91	Overpayment
1383-2002-1029-000	$4,148 58	Overpayment
1387-0001-0069-000	$3,315 03	Duplicate
1758-0001-0007-000	$5,190 16	Duplicate
1902-0000-0011-000	$4,204 19	Overpayment
2003-0002-0054-000	$2,763 70	Duplicate
2965-0208-0023-000	$4,299 56	Duplicate
3125-0001-0029-000	$2,869 86	Overpayment
3325-0170-0001-000	$3,998 01	Duplicate
3824-0004-0017-000	$10,271 03	Duplicate
4872-2001-0022-000	$3,155 06	Duplicate
4893-0001-0045-000	$2,758 52	Duplicate
4921-0002-0006-000	$2,715 77	Duplicate
6042-0000-0016-000	$5,353 07	Overpayment
6645-0001-0001-000	$2,795 39	Duplicate
6906-0001-0031-000	$3,241 85	Duplicate
7012-0005-0009-000	$2,711 30	Duplicate
7243-1003-0008-000	$6,016 77	Duplicate
7379-0000-0003-000	$13,328 35	Overpayment
7496-0002-0003-000	$5,371 12	Duplicate
7541-0190-0002-000	$3,847 02	Duplicate

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

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

RECEIVED
JAN 06 2012
GALVESTON COUNTY JUDGE

January 4, 2012

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

Re Request for Approval of Refunds in Excess of $2,500 00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

Account Number	Amount	Reason
5568-0001-2100-000	$3,955 83	Supplemental Adjustment
5983-0000-0000-000	$2,592 47	Supplemental Adjustment
8600-0461-4942-020	$2,891 24	Supplemental Adjustment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

2011 Supp#2

Refunds over $2500

5568-0001-2100-000	Patricia Anderson	$3,955.83
5983-0000-0000-000	Marquette Galveston, Inv.	$2,592 47
8600-0461-4942-020	Birr, Inc	$2,891 24

Cheryl E. Johnson, RTA

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

RECEIVED
JAN 18 2012
GALVESTON COUNTY JUDGE

January 17, 2012

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
0622-0003-0002-000	$2,944 23	Overpayment
1112-0001-0020-000	$3,914 06	Overpayment
1357-0003-0026-000	$3,700 37	Overpayment
1406-0009-0203-000	$3,050 73	Duplicate Payment
1495-0011-0008-000	$4,265 49	Duplicate Payment
1757-0002-0017-000	$3,466 23	Duplicate Payment
1950-0000-0057-000	$2,542 85	Duplicate Payment
1993-0002-0011-000	$2,582 60	Duplicate Payment
2011-0001-0021-000	43,016 07	Duplicate Payment
2190-0000-0023-000	$2,796 21	Duplicate Payment
2394-0001-0038-000	$2,647 02	Duplicate Payment
2938-0000-0315-000	$2,659 07	Duplicate Payment
2965-0080-0013-000	$3,764 84	Duplicate Payment
3040-0242-0001-000	$3,186 49	Duplicate Payment
3070-0000-0018-001	$3,588 30	Duplicate Payment
3121-0001-0010-000	$2,569 08	Duplicate Payment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

January 17, 2012

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
3127-0002-0015-000	$2,637 05	Duplicate Payment
3269-0000-0207-000	$3,450 53	Duplicate Payment
3402-0003-0012-000	$4,216 52	Duplicate Payment
3510-0057-1006-000	$4,922 33	Duplicate Payment
3875-0002-0007-000	$5,668 60	Duplicate Payment
4130-0005-0035-000	$5,676 37	Duplicate Payment
4502-0005-0002-000	$2,868 98	Duplicate Payment
4694-0000-0040-003	$3,175 81	Duplicate Payment
4879-0002-0021-000	$4,904 19	Duplicate Payment
4978-0000-0002-000	$2,857 60	Duplicate Payment
5089-0002-0005-000	$2,662 40	Duplicate Payment
5101-0004-0009-000	$3,603 31	Duplicate Payment
5182-0194-0000-001	$6,752 85	Duplicate Payment
5289-0000-0568-000	$3,741 66	Duplicate Payment
5291-0000-0795-000	$6,990 33	Overpayment
5339-0000-0004-000	$5,001 60	Duplicate Payment
5516-0003-0010-000	$5,790 61	Duplicate Payment
5762-0000-0020-000	$2,994 35	Duplicate Payment

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

Cheryl E. Johnson, RTA

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

RECEIVED
JAN 18 2012
GALVESTON COUNTY JUDGE

January 17, 2012

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
5857-0009-0020-000	$4,596 71	Duplicate Payment
5866-0002-0023-000	$5,598 43	Duplicate Payment
6039-0001-0017-000	$2,961 26	Duplicate Payment
6376-0000-0170-100	$3,255 16	Duplicate Payment
6624-2003-0009-000	$3,301 87	Duplicate Payment
6657-0002-0023-000	$2,870 96	Duplicate Payment
6689-3002-0009-000	$2,723 83	Duplicate Payment
6704-0003-0011-000	$3,344 62	Duplicate Payment
6832-0007-0091-000	$5,587 42	Overpayment
7016-0000-0083-000	$6,265 91	Overpayment
7239-1002-0006-000	$4,879 58	Duplicate Payment
7278-0000-0001-000	$3,582 54	Dupl cate Payment
7278-0000-0002-000	$3,282 22	Duplicate Payment
7278-0000-0003-000	$2,518 42	Duplicate Payment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

AGENDA ITEM #21a&b

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

December 27, 2011

Robinson & Roznovak
P.O Box 681
South Houston, Texas 77587

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3200-0000-0000-002 and 3200-0000-0000-003*

Dear Robinson & Roznovak.

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners' Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for January 24, 2012 Court begins at 9 30 a.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/rcl

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

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

RECEIVED
DEC 13 2011
GALVESTON COUNTY JUDGE

December 8, 2011

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

RE Request for Waiver of Penalty & Interest
Robinson & Roznovak
3200-0000-0000-002, 3200-0000-0000-003

Dear Judge Henry

Mr Roznovak is requesting a refund of penalty and interest as he discovered that he had inherited these properties after the suit was filed

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

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

Year	3200-0000-0000-002	3200-0000-0000-003
1994	$584 97	$584 97
1995	$563 01	$563 01
1996	$534 07	$534 07
1997	$502 55	$502 55
1998	$475 23	$475 23
1999	$450 32	$450 32
2000	$417 99	$417 99
2001	$388 66	$388 66
2002	$370 25	$370 25
2003	$339 71	$339 71
2004	$324 44	$324 44
2005	$307 34	$307 34
2006	$494 50	$494 50
2007	$357 56	$357 56
2008	$296 97	$296 97
2009	$250 18	$250 18
2010	$190 76	$190 76
Total	$6,848 51	$6,848 51

Sincerely,

Cheryl E Johnson

Cheryl E Johnson, RTA

Galveston County Commissioners Court
Galveston County Tax Office

RECEIVED
SEP 27 2011
GALVESTON COUNTY JUDGE

To Whom it May Concern;

My name is Mark Roznovak, and I am contacting you about the taxes on Property ID # R216498 and R216493. I did not know until December 2010 when my sister and I were served for back taxes, that this property was still in our fathers name. I am wanting to catch up on the taxes on these two lots. My father passed away in 2002 and my mother in 2003, my sister and I were served in December 2010 and since then she has also passed away. In some way or another this property fell thru the cracks and did not show up in the Wills or the Trust. Now that I know about it I am wanting to catch up the Taxes, but I would like to find out if there is anyway to reduce some of the penalties and interest on the back taxes. Thank you for your time.

Best Regards,
Mark Roznovak

Mark Roznovak

P.O. Box 681
South Houston, Tx. 77587

(832) 731-4712

AGENDA ITEM #22

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

January 17, 2012

Mark E Ciavaglia
Linebarger, Goggan, Blair and Sampson, L L P
P O Drawer 2789
518 9th Avenue North
Texas City, Texas 77592-2789

Re Non Renewal of Agreement for Tax Collection Services

Dear Mr Ciavaglia

The Agreement for Tax Collection Services entered into between the County of Galveston and Linebarger, Goggan, Blair and Sampson, L L P on March 22, 2006 expires on March 22, 2012

Pursuant to Article 6 02 of this Agreement, notice is hereby being given to Linebarger that Galveston County does not wish to continue this Agreement past that date for an additional two year period Rather, we ask that you agree to extend this Agreement past that date on a month to month basis If you are agreeable to this request, please sign this letter in the space provided below and return it to me for acceptance by the Commissioners' Court

We understand that under Article 6 03, Linebarger is entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Expiration Date for an additional six months following expiration and that they will be entitled to be compensated as provided in Article 3 of the Agreement for any base tax, penalties and interest collected in the matters during the six month period If we renew this Agreement on a month to month basis we would still agree to this six month provision

Galveston County is in the process of issuing a RFQ for a new Agreement for tax collection services We welcome your firm to submit a proposal

Sincerely,

Mark A Henry
County Judge

Agreed

_____
Mark E Ciavaglia
Linebarger, Goggan, Blair and Sampson, L L P
Date _____

Cc Hon Cheryl E Johnson
Tax Assessor Collector

Rufus Crowder
Purchasing Agent

AGENDA ITEM #23

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

January 17, 2012

To: Hon Mark Henry, County Judge

Members of Commissioner's Court

From: Dennis J Harris, Director
Department of Parks & Senior Services

Subject: Hitchcock Boat Ramp Concession Agreement

We are recommending to Commissioner's Court to approve the Hitchcock Boat Ramp Concession Agreement with DeLeon & Erskins Investments LLC DBA Edge Water Bait I have meet with Jesse DeLeon and Dannon Erskins partners of the company to finalize the terms and conditions

Key points in the agreement will be initially a term of three years with two (2) three (3) year options for renewal and will provide the County revenues in the amount of $400 monthly Mr DeLeon & Mr Erskins are proposing to make immediate improvements to the interior and exterior of the facility As part of this agreement they will be required to apply for all local and state certificates and licensing in providing their services

Attached you will find the actual agreement for your consideration and approval

Should you have any questions, please let me know

Dennis J Harris

DENNIS J HARRIS

Attachment (agreement)

cc Rufus Crowder, Purchasing Agent
Harvey Bazaman, County Legal

Dennis J. Harris, Sr.
Director

CENTRAL FILE
MASTER
RECORD

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

January 30, 2012

Dannon Erskins and Jesse De Leon
DBA Water's Edge Bait
P O Box 125
Hitchcock, Texas 77563

RE: Concession Agreement, Hitchcock Boat Ramp

Dear Mr Erskins & Mr De Leon

Attached please find your original executed concession agreement between Galveston County and De Leon & Erskins Investments, LLC DBA Water's Edge Bait to operate a bait camp/concession at the Hitchcock Boat Ramp

Before you begin operations, I wanted to recap some of the major points of the agreement·

- **Commencement Date** January 24, 2012 (Commissioner's Court Approval)
- **Term** Three (3) years with two (2) three (3) year renewal options
- **Improvements**: Before beginning any construction, improvements or signage, it will be your responsibility to obtain all necessary permits and to provide us with copies of these permits Also we will need to review and approve all plans for such improvements, modifications and signage before work commences
- **Fee** The agreement specifies that you will pay a flat fee of $400 00 per month, due on the fifth of each month. The check should be written to the County of Galveston, and mailed to P O Box 1418, Galveston Texas 77553, attention Mindi Ortiz Your first payment will be due by February 5, 2012
- **Insurance**: Before beginning operations, please furnish evidence of liability insurance coverage as specified in Article XII, Sections 12 1, 12 2, 12 3, and 12 6 of the agreement Please note that before any sales of alcoholic beverages take place, we will need evidence of Liquor Liability Insurance as specified in Article XII, Section 12 4 Additionally, before you move personal items into the facility, we need evidence of property insurance as specified in Article XII, Section 12.7

CENTRAL FILE
MASTER
RECORD

If we can provide any additional information regarding the agreement, please contact Andy Hansen, Operations/Trades Manager at (409) 934-8120 Congratulations on being awarded this agreement, and we look forward to your successful operation of this venture.

Sincerely,

Dennis J Harris, Director
Galveston County Department of Parks & Senior Services

Attachment·

cc Harvey Bazaman, Director, Galveston County Legal Department
Rufus Crowder, CPPB, Purchasing Agent
Andy Hansen, Operations/Trades Manager
Earl Hearne, Administrative Services Manager

HITCHCOCK BOAT RAMP CONCESSION AGREEMENT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

THIS AGREEMENT IS MADE AND ENTERED INTO effective as of the COMMENCEMENT DATE by and between the COUNTY OF GALVESTON, TEXAS, hereinafter called "COUNTY", and Deleon and Erskins Investments LLC doing business as Waters Edge Bait hereinafter called "CONCESSIONAIRE"

DEFINITIONS

1 COUNTY - means the County of Galveston, Texas

2 CONCESSION - (✓) food and beverage refreshments and/or (✓) bait and fishing supplies and/or ( ) _____ and/or ( )_____

3. CONCESSIONAIRE - means Deleon and Erskins Investments LLC doing business as Waters Edge Bait

4 CONCESSION PREMISES - means a designated area located adjacent to the Highland Bayou Diversionary Canal on 2nd Avenue, Hitchcock, Galveston County, Texas The location of the concession premises is more fully shown on the plat attached hereto as Exhibit "A"

5 COMMENCEMENT DATE - Commencement date means the date of execution of this agreement by the County

6 AUTHORIZED REPRESENTATIVE - means the Director of the County Parks Department or his written designee

7. AGREEMENT – means this Agreement and the Request for Proposal, Requirements for Submission of Proposal, and Concession Proposal Form attached hereto as Exhibit "B"

RECITALS

WHEREAS, the County owns the tract of land more fully described in the following deed

Warranty Deed from James P Nash, et al , dated October 9, 1973, found of Record in Volume 2419, Page 140 et seq of the Deed Records of the County Clerk of Galveston County, Texas, and

WHEREAS, the lands that make up the Concession Premises were acquired as part of the Highland Bayou Diversionary Canal Project (Project) The Project was constructed using federal funds Upon completion of the Project the County entered into an Operations and Maintenance Agreement with the United States Army Corp of Engineers to maintain the Project indefinitely in the future, and

WHEREAS, the lands that make up the Concession Premises were acquired by the County for spoil disposal purposes associated with the Project It is important that the paramount use of these lands is that it be used as a spoil disposal site as and when needed as such by the County, and

WHEREAS, subordinate to the possible future paramount use of this land, the County desires to grant to concessionaire an exclusive concession to maintain and operate a "Concession", on Concession Premises, and

WHEREAS, the Concessionaire desires to secure such concession rights in the Concession Premises

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the payments to be made by Concessionaire and the mutual covenants, terms, provisions, conditions herein set forth, the parties hereby agree as follows

ARTICLE I
SCOPE AND USE

1 1 That the County, for and in consideration of i) the payments to be made by Concessionaire, ii) the terms, provisions and conditions herein set forth, iii) any and all other Concession Agreements, Licenses or Permits heretofore or hereinafter granted and iv) any other conditions, restrictions, covenants, licenses, rights of way or easements affecting the Concession Premises heretofore or hereinafter granted gives to Concessionaire, for the term hereinafter stated, the right to manage and operate the Concession upon the Concession Premises Upon prior approval of the County being obtained, Concessionaire may also offer such other items of merchandise as are customarily offered for sale under similar circumstances at other bait camp operations within Galveston County

1 2 No other use of the Concession Premises shall be permitted, unless consent to such use is obtained in writing from the County's Authorized Representative

1 3 No portion of the Concession Premises is being leased to Concessionaire Concessionaire is a licensee and not a lessee of the Concession Premises

1 4 The right of Concessionaire to occupy the Concession Premises shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by Concessionaire

1 5 The County reserves the right to enter any portion of the Concession Premises for any reason

1 6 The County also retains the right to enter the Concession Premises and to make any and all repairs and other improvements it deems necessary during the term of this Agreement and any renewals thereof

ARTICLE II
TERM

2 1 This Agreement, unless terminated early by County, shall begin on the commencement date and terminate at midnight three (3) years after the execution date The Concessionaire may request the County to exercise two (2) three (3) year renewal options Such request shall be made in writing to the County no later than 60 days, but no sooner than 90 days, prior to the expiration of the agreement County may, but is not obligated to grant the request for either renewal

2 2 County may terminate this Agreement early, with or without cause or for any reason or no reason and without damages or liability to Concessionaire for such early termination, upon one hundred eighty (180) days prior written notice to Concessionaire In addition, if it is determined by County that the Concession Premises are required for spoil disposal purposes or other purposes associated with the Highland Bayou Diversionary Canal Project, County may similarly terminate this Agreement without damages or liability to Concessionaire for such early termination upon thirty (30) days prior written notice to Concessionaire

ARTICLE III
PERMITS, OTHER AGREEMENTS AND APPROVAL

3 1 This Agreement is granted by the County subject both to all of the terms and conditions of this Agreement, as well as to all design standards and requirements of the County for Concessions This Agreement will not be effective until it has been approved by the Commissioners' Court of Galveston County and fully executed by the County Judge

3 2 This Agreement is made and accepted subject to all easements, rights of way, roadways, encroachments, and prescriptive rights, whether of record or not, all previously recorded restrictions, reservations, covenants, and conditions, if any, any and all oil and gas

and other mineral leases, mineral severances and other instruments that affect the property, any discrepancies, conflicts or shortages in area or boundary lines, any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect relating to the hereinabove described property

3 3 This Agreement is subject to all necessary Federal, State and/or local permits required for purposes of construction, including but not limited to permits of the U S Army Corps of Engineers, and the City of Hitchcock, if any, being secured

3 4 The lands that make up the Concession Premises were acquired as part of the Highland Bayou Diversionary Canal Project (Project) Upon completion of the Project the County entered into an Operations and Maintenance Agreement with the United States Army Corp of Engineers to maintain the Project indefinitely in the future The County acquired this land for spoil disposal purposes associated with the Project It is the only land permanently acquired by the County for such

purposes in the lower reach of the Project It is therefore imperative that the paramount use of this land is that it be readily available as required as a spoil disposal site as and when needed by the County This Agreement is subject to this paramount use

3 5 On July 12, 1999 the County entered into a License Agreement with the City of Hitchcock This Agreement granted the City the right to construct, use and maintain a road over a portion of the Concession Premises Currently, this road runs through the parking lot which Concessionaire will be used This Agreement is subject to this July 12, 1999 Agreement

ARTICLE IV
OWNERSHIP OF TITLE TO IMPROVEMENT

4 1 All improvements already in place upon and within the Concession Premises belong to and shall remain the property of the County during the full term of this Agreement and any renewal thereof Concessionaire will not commit waste upon, remove, or voluntarily destroy any improvements unless to construct other improvements that meet the requirements specified herein

4 2 Concessionaire may, from time to time, upon prior written approval being obtained from the County's Authorized Representative, make such permanent changes, alterations and additions to the County-owned improvements (such changes, alterations and additions hereinafter to be called "modifications") as Concessionaire deems desirable for the purpose of maintaining the Concession Premises as an efficient high quality facility, provided i) such modifications do not diminish the value or utility of the improvements or change the use thereof, ii) all modifications are designed, engineered, developed and once completed, maintained and operated at no expense to the County, and iii) all modifications meet the requirements contained in Article V Any modifications must either complement the current use of the Concession Premises as a bait camp or be in keeping with Concessionaire's proposed usage of the Concession Premises

4 3 All modifications made by Concessionaire remain the property of the Concessionaire during the term of the Agreement Such modifications may not be removed from the Concession Premises prior to the end of the term without prior written consent from the County's Authorized Representative

4 4 Upon termination of this Agreement, whether by expiration or early termination, the title to all Modifications (as the term is defined in Article V) constructed by Concessionaire and permanently fixed to the Concession Premises shall, unless otherwise directed by County, vest in the County Upon such termination, Concessionaire shall remove his/her personal property, all non-permanent trade fixtures and such Modifications as the Authorized Representative shall direct, and shall restore the Concession Premises to the same condition it was in at Commencement Date, ordinary wear and tear and damage by unavoidable causes excluded

ARTICLE V
MODIFICATIONS

5 1 Concessionaire covenants and agrees that in the event Concessionaire wishes to make changes to the improvements, or to install or cause to be installed any trade fixtures, shades or awning, or to construct additional improvements on the Concession Premises (e g boat storage stalls), (collectively "Modifications"),Concessionaire will, at the Concessionaire's sole cost, risk and expense, and prior to commencement of construction, prepare and submit to the Authorized Representative preliminary plans and specifications of such requested Modifications for review and approval The Authorized Representative, in turn, will submit such plans and specifications to the U S Army Corp of Engineers and the County Engineer to determine if such requested Modifications do not interfere with the requirements of the Corp's Operation and Maintenance Agreement All of such plans and specifications, including architecture of buildings shall conform to standards of appearance and quality set by the Authorized Representative Any revisions to Concessionaire's plans and specifications by the Authorized Representative, the Corp or the County Engineer shall be incorporated by Concessionaire into the final plans and specifications for the construction of the Modifications

Approval of the final plans and specifications will be evidenced by Concessionaire and the Authorized Representative signing a set of the plans and specifications

5 2 Prior to the commencement of construction of the Modifications, Concessionaire will obtain a building permit, if required, from the appropriate authority or authorities for the construction of the modifications In addition, Concessionaire shall require his Contractor to furnish to the County, as owner of the Concession Premises, payment and performance bonds in accordance with Chapter 2253 of the Texas Government Code These bonds will be in an amount sufficient to pay the estimated construction costs of such modifications Such bonds shall be conditioned that the Concessionaire shall complete the Modifications in accordance with the approved plans and specifications and that the Concessionaire and Concessionaire's Contractors and Sub-Contractors shall pay for all labor, materials, tools, supplies and equipment furnished in connection with the construction The payment and performance bonds must be approved by the Authorized Representative The Authorized Representative will then issue a Notice to Proceed to Concessionaire

5 3 Concessionaire further agrees that upon obtaining the Notice to Proceed he/she will thereafter proceed with reasonable diligence and without unreasonable interruption, to build and construct such Modifications on the Concession Premises All such Modifications will be constructed in a good and workmanlike manner, substantially in accordance with the plans and specifications and in compliance with the regulations and requirements of all regulatory authorities having jurisdiction Concessionaire further agrees to allow inspection of the progress to be made by the Authorized Representative In case of disagreement with respect to the compliance with approved plans, such disagreement will be submitted to the County Engineer, whose decision shall be binding on all points contested Concessionaire further agrees that all additional utility connections necessitated by the Modifications shall be at Concessionaire's expense

5 4 Concessionaire agrees, upon completion of construction, to furnish Authorized Representative with a complete set of "as-built" drawings in hard copy mylar and editable soft copy electronic format (Auto Cad) This requirement may be waived by Authorized Representative if the circumstances warrant

ARTICLE VI
CONSIDERATION - OPERATION

6 1 The parties agree that the operations conducted upon the Concession Premises shall be operated at no expense to the County of Galveston Concessionaire has agreed, during the initial term of this Agreement and all renewals thereof, to pay County a flat fee of Four Hundred ($ 400) per month The first payment will be due and payable on the fifth of the month following the commencement date The first payment may be prorated by dividing the monthly fee by 30 and multiplying it times the number of days in the first payment period The first payment period is the last day of the month minus the commencement date of the contract All other payments are due on the fifth of each month thereafter in the amount of the full monthly flat fee listed above

6 2 Payments shall be by cashier's check, personal check or money order Cash payments will not be accepted

6 3 Concessionaire agrees that all areas of the Concession Premises shall be permanently identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature, and advertising and that Concessionaire will be identified solely as a concessionaire operating in a public park so as to not mislead the public into believing that the area is private

6 4 Concessionaire agrees to make the Concession Premises open and available to the public for public use at all times on a nondiscriminatory basis All fees charged shall be fair and reasonable and nondiscriminatory

ARTICLE VII
TAXES

7 1 It is contemplated that Concessionaire may be subject to ad-valorem taxes upon all Modifications constructed by Concessionaire, as well personal property items, inventory and trade fixtures owned by Concessionaire and used at or in connection with Concessionaire's operations Concessionaire's interest in this Agreement may also be the basis of an ad valorem tax Concessionaire covenants to pay such ad valorem taxes as may be lawfully assessed against his/her operations as such taxes become due Concessionaire also covenants to pay Texas state sales taxes and Federal income taxes as such taxes become due Concessionaire agrees to provide to County receipts or other certified documentation that all taxes have been paid within thirty (30) days of the due date of such taxes

ARTICLE VIII
BOOKKEEPING

8 1 Concessionaire shall keep full, complete, and proper books, records, and accounts of all gross receipts, both for cash and on credit, of each separate activity, reported monthly Said books, records and accounts, including any sales tax reports that may be required by any government or governmental agency, shall at all reasonable times be open to inspection by the County or its authorized agents

ARTICLE IX
REPAIRS AND MAINTENANCE

9 1 Concessionaire covenants and agrees, at Concessionaire's cost and expense, to keep all improvements, both exterior and interior, upon and within the Concession Premises as well as Concessionaire's contents thereon and therein in good and safe condition and to make, at Concessionaire's cost and expense, all repairs and replacements that may be necessary and required to keep same in good, safe and sound condition Concessionaire also agrees to daily bag all trash and refuse found upon the Concession Premises and to place same in trash receptacle located on the property and to maintain the restrooms in a clean condition

9 2 Concessionaire will also be responsible for

a Mowing and trimming (Weed Eat) the grassy areas upon the Concession Premises and surrounding County owned areas on a weekly basis during the summer months and as often as determined needed by Authorized Representative during such other months,

b Trash removal from the trash receptacle

c. Maintaining exterior lights, and

d Maintaining the parking lot

9 3 County, if and as budgeted funds become available for such purpose retains the right but not the obligation to make such repairs to the existing boat ramp it determines practicable or feasible County, acting through its agents or representatives shall have the right to enter the Concession Premises, at such times as is required by County for purposes of inspection of same

9 4 The County, acting through its agents or representatives, shall have the right to impose reasonable regulations to insure proper maintenance care, repair and upkeep of the Concession Premises and surrounding grounds outside of the Concession Premises which need attention The degree of maintenance, repair and upkeep shall be in keeping with other Beach parks in the area and public parks operated by the County If Concessionaire neglects or refuses to perform such maintenance care, repair and upkeep, the County may, but is not required to take such actions for the account of Concessionaire Concessionaire shall promptly reimburse the County for the costs incurred by County on Concessionaire's

behalf Failure on the part of Concessionaire to repair or maintain the Concession Premises, modifications and personal property items as herein provided, or to promptly reimburse the County as herein provided, shall be grounds for termination of this Agreement But, such termination will not relieve Concessionaire of his obligation to pay County for such repairs or maintenance charges

9 5 Concessionaire covenants and agrees to comply with all valid laws, ordinances, rules and regulations now or hereafter made by any governmental authority having jurisdiction in the premises respecting fire, cleanliness, health and safety, and operation of concession sales Concessionaire also agrees to obtain and keep current any and all permits required by the State of Texas, the County, the City of Hitchcock the U S Army Corp of Engineers, and any other applicable entity

ARTICLE X
OPERATION

10 1 Concessionaires shall allow Authorized Representative the right to close or partially close all or any part of the Concession Premises, for potentially dangerous weather situations or other causes determined necessary by Authorized Representative

10 2 Concessionaire shall comply with all applicable Federal, State, County and City laws governing the operation of the Concession Premises Violation of any Federal, State, County or City laws ordinances, and/or regulations will be cause for termination of this Agreement

10 3 Concessionaire warrants that no liens of any type or kind will be voluntarily or involuntarily placed or suffered to be placed on the Concession Premises Any liens permitted or suffered to be imposed will be cleared by Concessionaire within ten (10) working days

10 4 Concessionaire shall obtain and pay for all permits or licenses that may be required for the operation of all portions of the Concession Premises In addition, Concessionaire shall meet all requirements of the County, City and State Health Departments covering the handling and dispensing of food and beverages Any permits required for operating the Concession Premises must be timely obtained from the appropriate entity

10 5 All electricity costs for the Concession Premises and the boat ramp will be borne by the Concessionaire Concessionaire will also be responsible for costs associated with grease trap cleaning Telephone expenses for the Concession Premises as well as costs for water, sewer, trash and other solid waste disposal, will be the responsibility of the Concessionaire Gas is not available

10 6 Concessionaire shall not erect any signs on the Concession Premises and modifications or in the vicinity thereof without obtaining the advance written approval of the Authorized Representative Concessionaire may enter into advertising relative to the Concession that is consistent with the dignified approach necessitated by the reputation of the Concession

Premises The Concession Premises shall be known by the name set forth in Concessionaire's proposal The name may not be changed without obtaining the advance written approval of Authorized Representative

10 7 Concessionaire will manage and operate the Concession at the Concession Premises, providing food and beverages and/or bait and fishing supplies

a Examples of the variety of food and beverages sold at the Concession Premises may include but are not limited to such items as hot dogs, nachos, popcorn, ice cream, chips, french fries, peanuts, soft drinks (cola, caffeine free, diet, non-cola, non-carbonated, etc), bottled water, fruit juices, iced tea, beer in cans, coffee and lemonade

b Examples of bait and fishing supplies may include but is not limited to live and dead shrimp, squid, live and dead finger mullet and mud fish, hooks, sinkers, fishing line, corks, bobbers, floats, stringers, ice, ice buckets, fishing licenses and other similar items

c County, acting through its Authorized Representative, may prohibit Concessionaire from the sale or rental of any food, beverage, or item of merchandise that it finds objectionable

10 8 Concessionaire shall promptly pay all debts incurred by him/her for the purchase of goods or services used by him in the operation of the Concession

10 9 Concessionaire shall keep the Concession Premises, modifications and surrounding grounds in a clean and sanitary condition at all times Concessionaire shall store all trash in the existing trash receptacles If the existing trash receptacles are not sufficient, Concessionaires will provide such additional trash receptacles as are specified by the Authorized Representative

10 10 The County and its representative(s) shall have access to the Concession Premises, modifications and to each part thereof, during the regular business hours of Concessionaire for the purpose of inspecting Concessionaires operations and his relationship with the public

10 11 The boat ramp is open seven days a week, year round The operating period of the Concession Premises shall be conducive to meeting the needs of boat ramp users Concessionaire will adhere to the schedule set forth in Concessionaire's proposal This schedule may be changed only upon prior approval of the Authorized Representative

10 12 Concessionaire may not keep any explosive or hazardous materials on the Concession Premises and Modifications, conduct any offensive occupation thereon, or operate any machinery thereon that may injure the Concession Premises or modifications

10 13 Vendors shall not be permitted or engaged by Concessionaire within the Concession Premises without prior written approval being obtained by Concessionaire from the Authorized Representative

10 14 No vending machines shall be permitted within the Park without prior written approval being obtained from the Authorized Representative

10 15 Prices for all services and items shall be clearly posted by Concessionaire

ARTICLE XI
EROSION/ PARAMOUNT PURPOSE

11 1 Concessionaire acknowledges that steady erosion and avulsion caused by moving water within the Highland Bayou Diversionary Canal is a constant problem and that all or a portion of the Concession Premises and Modifications and Concessionaire's trade fixtures, inventory and other personal property may be affected or destroyed Concessionaire agrees that in the event such erosion or destruction imminently threatens or occurs, the County is not under any obligation i) to repair to restore any Concession Premises and modifications which may have been lost, ii) to undertake any efforts whatsoever toward recapturing any shoreline lost to such erosion or avulsion, or iii) to reimburse or in any way be responsible to Concessionaire for any damages incurred Concessionaire agrees that in the event he/she feels any Modifications constructed by Concessionaire are so threatened to undertake (subject to prior approval being obtained by the Authorized Representative and the U S Army Corps of Engineers) such steps as are necessary to prevent or minimize such damage

11 2 As stated in the Preamble to this Agreement, the paramount purpose of this land is that of a spoil site for the Highland Bayou Diversionary Canal Accordingly, this Agreement is made subordinate to the right of the County to use the Concession Premises as a spoil deposit site for the deposit of spoil without regard to any damages which might be caused to Concessionaire Should the County decide to use the Concession Premises or any land owned by County adjacent to the Concession Premises for spoil site purposes, County will give Concessionaire thirty (30) days prior written notice of its intention to cancel this Agreement Upon the expiration of the thirty (30) day notice by County, this Agreement will terminate and Concessionaire, upon request of Authorized Representative, will remove all Modifications and/or trade fixtures, inventory and other personal property from the Concession Premises In the event Concessionaire fails to comply with this requirement, County shall have the right to remove all such Modifications and other property belonging to Concessionaire and assess the cost of all such work against Concessionaire and Concessionaire will immediately pay the cost

ARTICLE XII
LIABILITY INSURANCE COVERAGE

12 1 Concessionaire covenants and agrees that the Concessionaire will, throughout the term of this Concession Agreement, at the Concessionaire's cost and expense, maintain in force and effect a policy or policies of insurance with

deductibles of no more than five thousand ($5,000 00) dollars in which the County of Galveston, the Galveston County Commissioners' Court, the Galveston County Parks Department, and Concessionaires are named as the insured's

12 2 This insurance shall be of the kind commonly known as public liability and third party property damage insurance, insuring the insured's against liability under any claim by any third parties for personal injuries or property damage arising out of or related to the Concessionaire's operations, management or control of the Concession Premises and Modifications The amount of this insurance shall be not less that the minimum amounts set forth in Chapter 101, of the Revised Texas Civil Practice and Remedies Code, commonly known as the Texas Tort Claims Act, as it presently exists or hereinafter may be amended Such policy of insurance shall be on the Texas Standard Form and shall be carried in a good and responsible company or companies authorized to do business in the State of Texas

12 3 The insurance coverage referred to in paragraph 12 2 currently shall be in minimum amounts as follows

a one hundred thousand dollars ($100,000 00) for damages arising out of bodily injury to or death of two or more persons in any one accident, and

b three hundred thousand dollars ($300,000 00) for damages arising out of bodily injury to or death of two or more persons in any one accident, and

c. one hundred thousand dollars ($100,000 00) for any injury to or destruction of property in any one accident

12 4 If Concessionaire is engaged in any way in the sale of alcoholic beverages, either for consumption on or off the Concession Premises, Concessionaire will also maintain Liquor Liability Insurance with limits of not less than 1 Million Dollars each common cause and 1 Million Dollars aggregate

12 5 Concessionaire shall furnish the County with a certificate evidencing the issuance of such insurance and the payment in advance of the premiums thereon no later than the date of execution of this Agreement by the County At least thirty (30) days prior to the expiration of any such policy or policies of insurance, Concessionaire shall renew the same and furnish the County with evidence of such renewal and the payment of the premium thereon

12 6 Concessionaire agrees, at the Concessionaire's expense, to obtain and maintain during the entire term of this Agreement a policy or policies of Workers' Compensation insurance covering all employees of Concessionaire involved in the operation and management of the Concession Premises and modifications

12 7 Concessionaire covenants and agrees that the Concessionaire will, throughout the term of this Agreement, at the Concessionaire's sole cost and expense, keep the Concession Premises and Concessionaire's inventory, trade fixtures and personal property items, and all replacements thereof, and all other contents of the Concession Premises insured against loss, damage, and destruction by theft, vandalism, malicious mischief, "windstorm and hail", "fire and extended coverage", and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as

"windstorm and hail", and "fire and extended coverage insurance" in an amount not less than eighty (80%) of the full replacement value of said improvements, personal property items and all other contents In the event there is damage or destruction to the improvements or personal property items and/or other contents, Concessionaire shall have fifteen (15) days (or such greater periods of time as are permitted by Authorized Representative) after such damage or destruction occurs to repair or replace same Flood insurance coverage is optional

12 8 During the construction of any Modifications on the Concession Premises, Concessionaires will also obtain and keep, or cause to be obtained and kept, what is commonly referred to as Builder's Risk insurance in such amounts as is required by the Authorized Representative

12 9 Concessionaire further covenants that in the event Concessionaire constructs Modifications which stand apart from County's current improvements on the Concession Premises (e g boat storage stalls) that he/she will, throughout the term of this Agreement, at the Concessionaire's sole cost and expense, keep such Modifications insured against loss, damage, and destruction by theft, vandalism, malicious mischief, windstorm, fire, and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as "windstorm and hail", and "fire and extended coverage insurance" in an amount not less than eighty hundred (80%) of the full replacement value of said Modifications In the event there is damage or destruction to the Modifications, Concessionaire shall have fifteen (15) days (or such greater periods of time as are permitted by Authorized Representative) after such damage or destruction occurs to repair or replace same Flood insurance coverage is optional

12 10 Concessionaire agrees to waive any right of recovery against the County for loss or damage to person or property Concessionaire further agrees that no insurance company or companies with which Concessionaire may maintain any insurance shall be subrogated to any claim of Concessionaire against the County

12 11 County is under no obligation to furnish insurance coverage of any kind covering the Concession Premises In addition, in the event of partial or complete destruction of the Concession Premises, County shall have no duty or obligation to make any repairs or to otherwise restore the Concession Premises or any part thereof

ARTICLE XIII
ASSIGNMENT OF AGREEMENT

13 1 This Agreement shall not be assigned or sold in whole or in part unless and until the County, acting solely through its Commissioners' Court, authorizes such assignment or sale, pursuant to duly authorized written Resolution Such approval of assignment, if made, will be provided to Concessionaire in writing delivered by the County's Authorized Representative

ARTICLE XIV
DEFAULT BY CONCESSIONAIRE

14 1 If, during the term of this Agreement, Concessionaire defaults in the prompt and punctual payment of any amount payable by Concessionaire to the County, or defaults in any other payment provided for herein, or if Concessionaire abandons the premises, or makes default in any other covenant of the Concessionaire contained in this Agreement, including but not limited to failure to perform necessary maintenance and repairs or to obtain all required insurance, and such default shall continue for fifteen (15) days (ten (10) days in the event of procurement of insurance requirements) after written notice thereof by the County's Authorized Representative to Concessionaire (without being fully remedied within such fifteen (15) or ten (10) day period) or if such default is a kind or nature which is not capable of being physically remedied within such time and the Concessionaire does not begin and proceed diligently to remedy such default within such fifteen (15) or ten (10) day period and continue without interruption (except that if Concessionaire is delayed by strike, lockout, shortage of material or labor, act of God, riot, failure of carriers to transport materials, or by order, regulations or requisition of any governmental authority, or other causes beyond Concessionaire's control, the time of such delay or interruptions shall not be counted against Concessionaire) until the same is completely remedied, the County, acting through its County Commissioners' Court, shall have the right to declare this Agreement forfeited and the Agreement term hereof ended

14 2 In the event the County declares this Agreement forfeited and the Agreement term ended, the County shall have the right to re-enter the Concession Premises and Modifications, with process of law and to remove all persons or chattels therefrom, as though such date of termination was originally set forth for the expiration hereof, and, except for the payment of all fees or other debts which may accrue through the date of such termination, and the performance of each, every and all of the other obligations of the Concessionaire which may accrue to such date, Concessionaire's obligations hereunder and this Agreement shall cease and terminate and Concessionaire shall be under no further obligation to the County hereunder, provided the Concessionaire surrenders to the County the complete physical possession of the Concession Premises, including the Modifications on or before such date of termination

ARTICLE XV
EMPLOYEES OF CONCESSIONAIRE

15 1 Concessionaire shall at all times employ only those persons of good moral character, and Concessionaire shall not retain any employee that the County considers to be unfit for such employment or otherwise objectionable All employees of Concessionaire shall be neatly dressed at all times All employees shall conduct themselves courteously in their relations with the public Concessionaire shall observe the rate of pay, benefits and working conditions that are being generally paid to persons employed in similar businesses in the County

ARTICLE XVI
QUALITY OF SERVICE

16 1 All items sold by Concessionaire shall be of first rate quality and the service provided by Concessionaire shall be rendered courteously and efficiently The County's Authorized Representative reserves the right to prohibit the sale of any item(s) that he deems objectionable and shall have the right to order the improvement of the quality of either the merchandise or the services rendered Failure of Concessionaire to abide by the terms of this Article shall be grounds for termination of this Agreement

ARTICLE XVII
INDEMNIFICATION

17 1 Concessionaire shall protect, indemnify and save harmless, the County, its Commissioners, officers and employees from and against any and all claims, demands and causes of action of any nature whatsoever for injury to, or death of persons, or loss or damage to property occurring on the Concession Premises and Modifications or in any manner growing out of or connected with Concessionaire's use and occupation of the Concession Premises and Modifications during the term of this Agreement Concessionaire shall give the County prompt notice of any claim coming to their knowledge that in any way directly or indirectly affects either Concessionaire or the County All parties shall have the right to participate in the defense of such claim to the extent of their interest

ARTICLE XVIII
FEES AND PRICES

18 1 All fees, charges and prices for services rendered and goods sold by Concessionaire shall be approved by the County's Authorized Representative and shall be competitive with similar sources in the Gulf Coast Region Concessionaire is granted the right, once said fees, charges and prices are established, to increase same a percentage equal to but not greater than the average annual cost of living index increase for the Houston/Galveston SMSA as established by the Department of Labor Any increase above this must be approved by the County's Authorized Representative

18 2 Concessionaire is not granted the authority for allowing free food or services except as may be approved by the County's Authorized Representative

18 3 Concessionaire's initial proposed fee structure is attached as Exhibit "C"

18 4 Concessionaire may not charge any "launch fee" to any person wishing to use the County Boat Ramp located adjacent to the Concession Premises

ARTICLE XIX
INDEPENDENT CONTRACTOR

19 1 This Agreement is not a contract of employment No relationship of employer and employee exists between the County and Concessionaire or between the County and any employee or agent of Concessionaire Concessionaire shall at all times be deemed to be an Independent Contractor Concessionaire is not authorized to bind the County to any Agreements or obligations The County shall not be liable for any acts or omissions of Concessionaire, his employees, or his agents in performing the duties prescribed herein

ARTICLE XX
NON-DISCRIMINATION

20 1 Concessionaire agrees that in the use and occupancy of the Concession Premises and modifications, no discrimination of any kind shall be practiced by any party which is based upon a person's race, sex, color, religion, ancestry or national origin, disability, age, military status, or sexual orientation, whether in employment or in the provision of goods and services

ARTICLE XXI
AMERICANS WITH DISABILITIES ACT

21 1 Concessionaire agrees to comply with the American with Disabilities Act, which requires access to the facilities for handicapped, disabled, or differently abled persons

ARTICLE XXII
WAIVER OF DEFAULT

22 1 Any waiver of the County of any default or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach nor as a waiver of permission, express or implied, or any other or subsequent default or breach

ARTICLE XXIII
GENERAL CLAUSES

23 1 All references to the parties of this Agreement and all covenants, conditions and agreements of this Agreement shall apply to and be binding upon the County and Concessionaire and their respective legal representatives, successors and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case fully named and stated In this Agreement, both County and Concessionaire are referred to in the singular, plural and/or neuter gender However, such words and all other terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and plural) and any other gender (masculine, feminine and neuter) as the sense of the writing herein may require number and gender

23 2 Unless otherwise stated, County's Authorized Representative is authorized to act on the County's behalf on all aspects of this Agreement

23 3 Any notice required or permitted between the parties under this Agreement must be in writing and shall be delivered in person or mailed, return receipt requested, or may be transmitted by fax as follows

Hon Mark A Henry
County Judge
County Courthouse, 2nd Floor
Galveston, Texas 77550
Fax (409) 766-2653

with a copy to

Dennis Harris
Director
Galveston County
Department of Parks & Senior Services
4105 Main St (FM 519)
La Marque, Texas 77568
Fax (409) 934-8140

with a second copy to

Harvey Bazaman
Director
Galveston County Legal Department
722 Moody Avenue (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

with a third copy to

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County Purchasing Department
722 Moody Avenue (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

and to Concessionaire at address listed in RFP or at such other address as Concessionaire may designate by written notice to the County

23 4 This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written

23 5 Any and all provisions and clauses in this Agreement can be amended or deleted by the County and Concessionaire only by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum

23 6 This Agreement shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall lie exclusively in Galveston County

23 7 This Agreement is executed to be effective as of the commencement date

CONCESSIONAIRE

By _____ Date 01/17/12

Dawson Erskins

THE COUNTY OF GALVESTON

The County of Galveston, acting by the through Mark A Henry, County Judge, pursuant to Order of the Commissioners' Court of Galveston County, Texas, adopted on date indicated below hereby acknowledges that the foregoing Agreement has been submitted to it and that the Court has authorized its execution by the County Judge

By _____ Date 1/24/12

Mark A Henry, County Judge

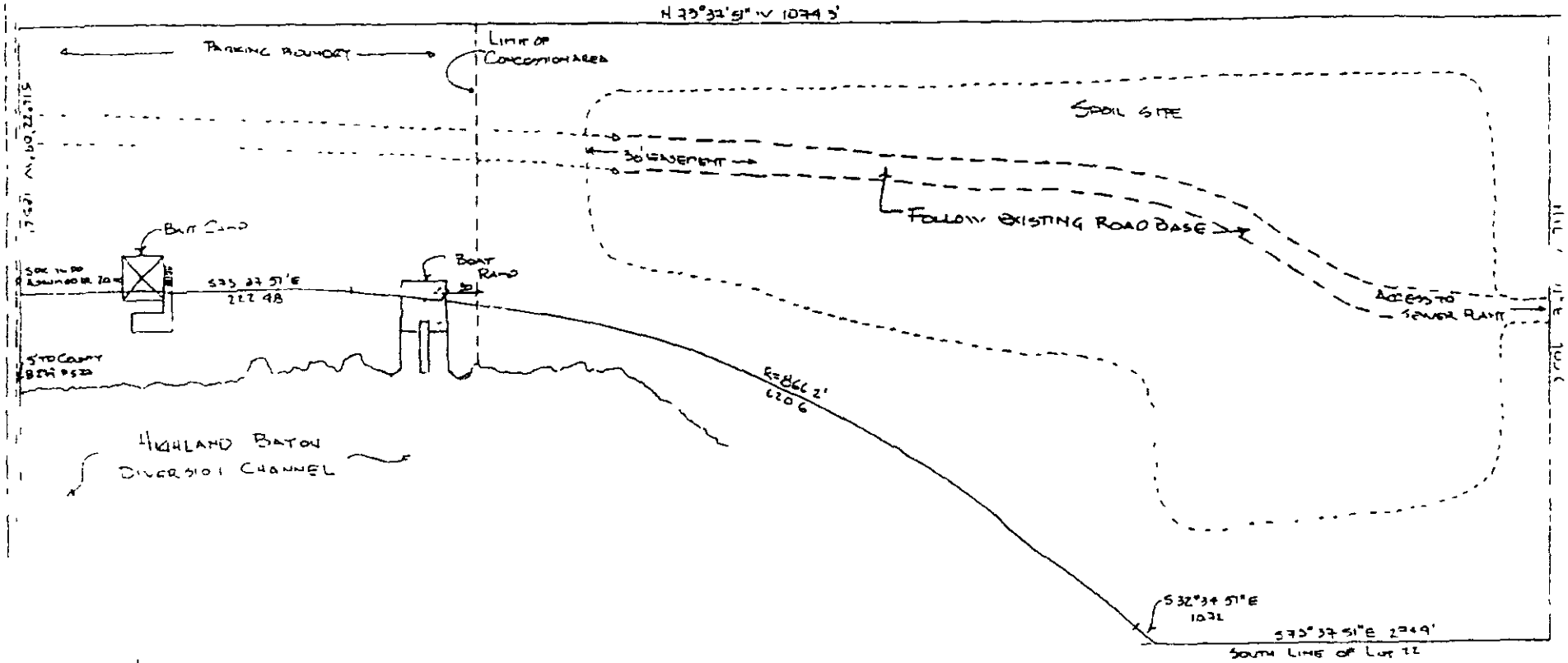
Attest _____

Dwight Sullivan, County Clerk

Approved as to Form

By _____

Galveston County Legal Department



HITCHCOCK BAIT CAMP & BOAT RAMP
GALVESTON COUNTY BEACH AND PARKS DEPARTMENT
DENNIS J HARRIS, DIRECTOR
60 TREMONT SUITE 100
GALVESTON TEXAS 77550
PHONE 409-770 5355

BAIT CAMP & BOAT RAMP = 1.29 ACRES
SPOIL SITE = 3.32 ACRES
TOTAL SITE = 4.61 ACRES

Exhibit A

Exhibit B&C

Waters Edge Bar and Bait

Waters Edge Bar and Bait

Attn: Rufus Crowder, CPPB

Purchasing Agent

Galveston County

Submittal for Request for Proposal

RFP#B122005

Hitchcock Boat Ramp Concession

DeLeon and Erskins Investments LLC

Jesse Deleon/Dannon Erskins

PO Box 125, Hitchcock, TX 77563

(409) 748-9912/(281) 705-6571

RFP #B122005
OPEN. 12/20/2011
2:00PM

Response to

Request for Proposal
RFP #B122005

HITCHCOCK BOAT RAMP
CONCESSION

Attn: Rufus Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston Texas 77550
(409) 770-5372

Mr Crowder,

I would like to thank you for the opportunity for my company (DeLeon and Erskins Investments LLC) to bid on the open RFP #B122005 for the lease on the Hitchcock Boat Ramp Concession All information requested in the RFP is included in the package within If any additional information is required, please do not hesitate to call or email Attached herein are the following documents

- Hitchcock Boat Ramp Concession-Concession Proposal Form
- Attachment 1 – Additional proposed property improvements
- Attachment 2 – Proposed insurance quote
- Purchasing Department – Vendor Qualification Packet
  - PEID
  - W-9
  - CIQ

Thank you for your consideration,

Dannon Erskins, Owner

RFP #B122005
OPEN: 12/20/2011
2:00PM

HITCHCOCK BOAT RAMP CONCESSION CONCESSION PROPOSAL FORM

1 This is a proposal to operate a bait camp and food and beverage concession at the Hitchcock Boat Ramp (yes or no)
Yes

2 Name under which concession will operate if proposal is selected and contract entered into
Waters Edge Bar and Bait

3 Name of Owner/Operator
Jesus J DeLeon and Dannon G Erskins are the Owner and Operator of DeLeon and Erskins Investments LLC

4 Type of Business (Corporation, Partnership, Sole Proprietorship) **Corporation**

5 I, the undersigned, agree, if awarded the Concession Agreement by the County, to furnish the services and items listed on the attached proposal forms, at the prices quoted, and according to the terms and provisions of the Concession Agreement attached to this RFP as mutually modified My proposal and the prices quoted herein shall remain firm for a period of thirty (30) days from the date of the proposal opening I am authorized to agree to abide by the terms and conditions of this RFP and the Concession Agreement I understand that being tentatively named as the successful proposer does not guarantee to me that the County will execute a final Concession Agreement with me Rather, I understand that the County may terminate this RFP process at any time short of actually executing the final Concession Agreement without any liability to me

Signature _____ Date **12-14-2011**

6 Address of Concession Owner/Operator
7803 2nd Street
Hitchcock, TX 77563

7 Telephone Number **409-748-9912** Tax ID Number **801424656**

8 Fax Number **N/A**

9 Monthly Flat Rate Bid in Consideration for this RFP **$400.00**
(To be paid as stated in RFP)

10 Proposed Hours of Operation (7 days per week required)
Monday – Saturday 10am to 12 midnight
Sunday Noon to 12 midnight

11 List all items you are proposing to sell/rent with proposed prices (Attach additional page if necessary)

Items	Proposed Price
General Package Foods (Pizzas, Subs, Sandwiches, Chips)	$1 00 to $6 00 range
Beer and Wine	$2 00
Soft Drinks	$1 00
Frozen Shrimp and other bait	$4 00
Miscellaneous Fishing Tackle	$1 00 to $5 00
ICE	$2 00/10 lb bag

12 List all officers and members of your organization or enterprise

Jesus (Jesse) J DeLeon – Owner
Dannon G Erskins – Owner
JoAnne Kershaw - Manager

13 Describe your experience in operating bait camps and food and beverage concessions This should include the length of time in business, your staff size, your understanding of the importance of senior management's continuity and involvement throughout the contract, and previous and current operations that are similar in nature to this project

Jesse DeLeon and myself (Dannon Erskins) created DeLeon and Erskins Investments LLC in May of 2011 in order to provide a gateway to invest monies in additional ventures separate from our full time positions as senior managers of a major construction firm based in Houston. Jesse and myself have not operated a food and beverage concession or bait shop previously, but we have vast experience as managers with cost and budget management, project management and the management of personnel. We have managed projects from small to as large as $100 million (+/- 1500 people) and fully understand the logistics of operating a concession business with respect to budget, financial stability, direct interaction of the business, and involvement in the community. As business owners and resident of Hitchcock, we understand the importance of being involved with every aspect of the business and will serve in that role for the completion of the contract term. Our estimated staff will consist of approximately 8-10 residents of Galveston County We have also negotiated the hiring of the previous manager (JoAnne Kershaw) to handle the day to day operations of the business.

14 Provide a summary of how you intend to provide the services requested by this RFP Please describe a staffing plan and chain of responsibility for resolving any problems that may arise at the concession

Our primary purpose for securing the site is to operate a food and beverage concession and bait camp facility in which food, drinks, and fishing bait and supplies will be sold. The facility will remain open 7 days a week providing these services to the community. The current facility has been in business for approximately 15 years and we intend hire the previous manager for the last 5 years as our manager. JoAnne, as manager of approximately 8 people, will report to the owners (Jesse DeLeon and Dannon Erskins) as an employee for any and all licensing, financial support for the business, contracts, agreements, hiring, payroll and etc. We have also opened a local bank account for this purpose at Texas State bank with a secured line of credit. In addition, we have also been issued a Sells tax number and have the appropriate quotations for all insurances required to operate the facility. Once the lease is signed, we will be able to apply for a liquor license.

15 Provide a list of at least three references that can attest to your ability to fulfill the requirements of this RFP and Concession Agreement (List name, address, telephone number)

Name	Rodney Shaver	Danny Erskins	Scott Tanley	Mae Kershaw
Address 1	601 Jefferson St	10522 Fawnview Dr	601 Jefferson St	PO Box 5
Address 2	KT-3195		KT-3193	
City, State, Zip Code	Houston, TX 77002	Houston, TX 77070	Houston, TX 77002	Hitchcock, TX 77563
Phone	(713) 594-7061	(281) 970-5956	(713) 504-1780	(409) 771-0008

16 Provide any additional information, if any, that should be considered in evaluating your proposal If there is none, state, "There is no additional information we wish to present "

- **We would like to evaluate the possibility of extending the contract extensions to two (2) additional three (3) year extensions if possible in order to protect and recover our initial investment and permanent improvements to the property**
- **See *Attachment I* for a proposed improvement plan for the building. The proposed plan is our initial evaluation of improvement that we would like to make to the facility but are not guaranteed or committed in any manner.**

17 List all trade fixtures and personal property items to be supplied by the proposer that will **not** become the property of the County at the expiration or early termination of the Concession Agreement

- **Any and all merchandise placed on site for sale.**
- **Any and all equipment not permanently mounted to the building**
  - **Ice Machines**
  - **Coolers**
  - **Bait Boxes**
  - **Aeration tanks**
  - **Tables, chairs, pool tables and games, vending machines, etc.**

18 Attach a Separate Sheet if you are proposing alternatives to the requirements set forth in this RFP Although the County is seeking proposals as specified in this RFP, reasonable alternatives will be considered For example, the County will entertain allowing the successful applicant to construct boat stalls upon the Concession Premises

- **See *Attachment I* for a proposed improvement plan for the building. The proposed plan is our initial evaluation of improvement that we would like to make to the facility but are not guaranteed or committed in any manner.**

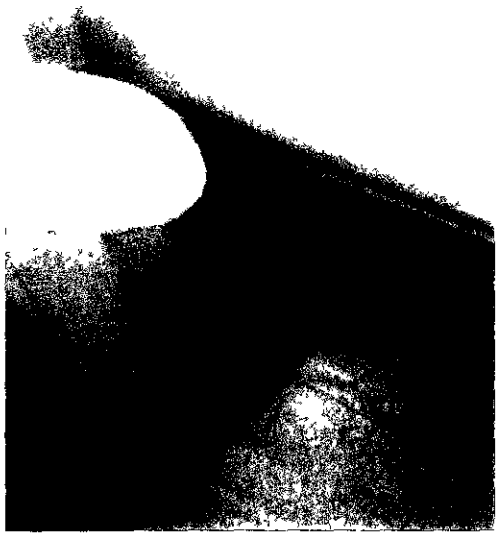
Attachment 1

Proposed Property Improvements

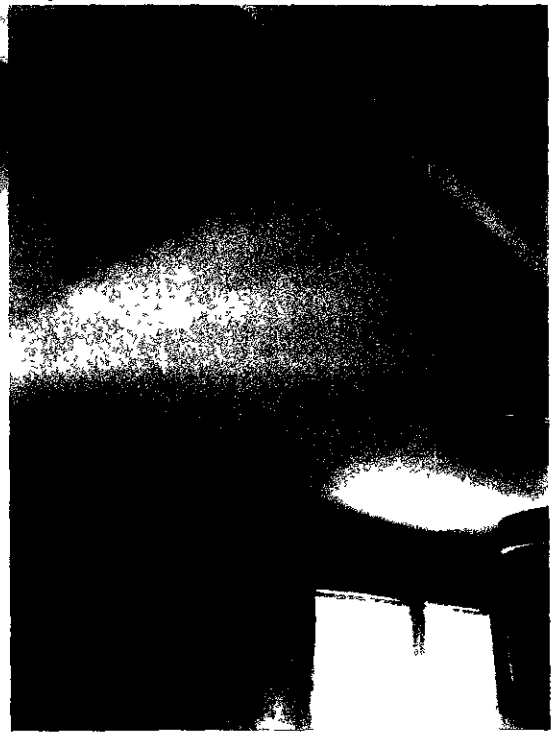
We are considering several capital improvements to the facility and property The items for improvement are listed below and will be completed at the expense of Waters Edge Bar and Bait All repairs will be submitted for approval in accordance with the contract

- **Blown-in insulation in all walls, which are currently not insulated. ($2000)**
  (Currently, walls and roof are not insulated)

- **Replace the flooring ($3,600)**



- **Repair all sheetrock internally and paint ($800)**

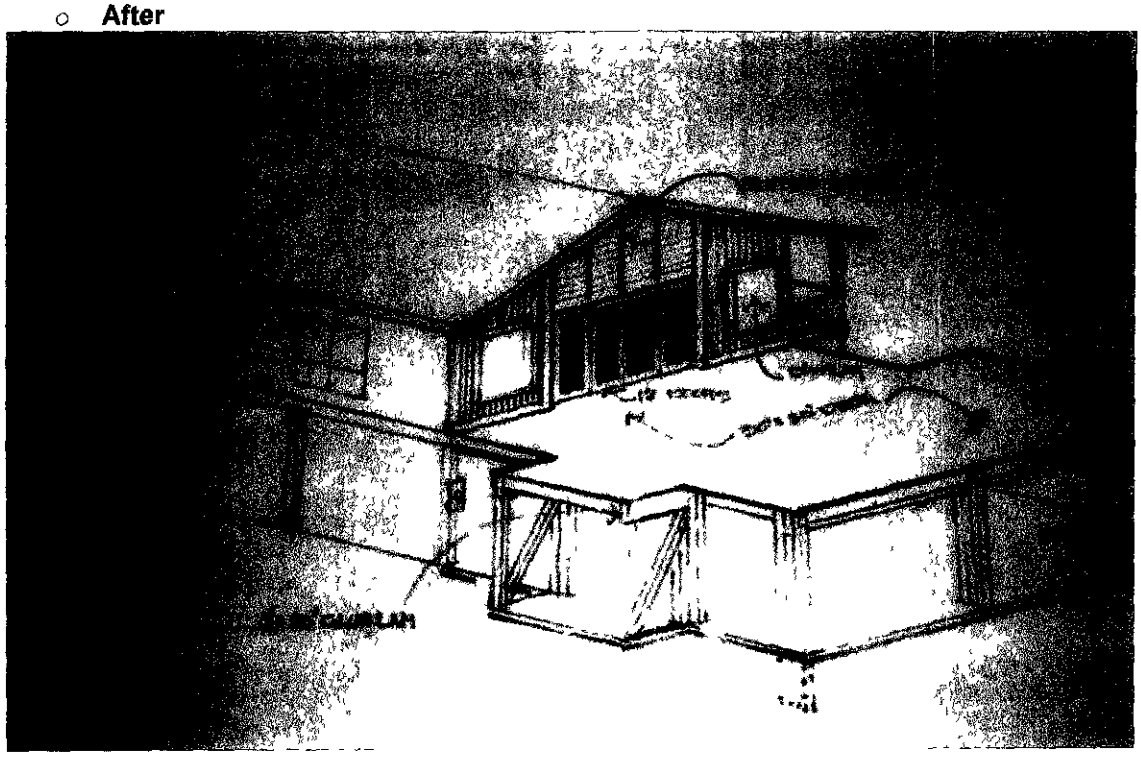


- **Replace all lights and fans ($400)**

- **Paint and repair all exterior siding and soffit ($1000)**

- **Remove old deck and install a new deck approximately 30' x 20' on the west side of the building ($15,000). A before and after (conceptual drawing) is attached.**
  - **Before**

- **After**



Please consider our proposal and possible improvement plan indicated above The potential revisions are completely based upon detailed estimates, construction permits and return on investment feasibility and are not guaranteed or committed at any time

Attachment 2

Preliminary Insurance Proposal

GIA 1892
INSURANCE
SINCE 1892

August 8, 2011

Waters Edge Bar & Bait
Dannon Erskins & Jesse Deleon
7827 2nd ST
Hitchcock TX 77563

Re. Proposal for Commercial Package and Windstorm

Dear Mr Erskins

THANK YOU FOR YOUR BUSINESS!

We are pleased to enclose a presentation for a Commercial Package covering the Gerneral Liability, Contents, and Liquor Liability, and a Commercial Windstorm Policy for the property located at 7827 2md Street, Hitchcock, TX We would like to point out that this presentation outlines a few of the coverage and/or limitation features of the coverage line(s) being presented, others may apply We strongly encourage you to review the presentation closely and call us should you have any questions or concerns *Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself. This presentation does not constitute coverage. You must sign and return all required documentation along with payment for the premium before a request for coverage can be made to the insurance company.*

We would also like to remind you that your exposure to a loss may exceed your current limits Higher limits may be available.

GIA offers a full line of insurance products including Life and Health insurance as well as Financial Products to help meet all of your insurance needs

If you have ANY questions concerning this presentation or any other insurance matter, please let us know.

Sincerely,

Deidre S Stevens

Deidre S Stevens

Enclosure

6025 Heards Lane, Galveston TX 77551 1102-B South Friendswood Dr, Friendswood TX 77546
P O Box 16767, Galveston TX 77552-6767
409-740-1251 • 800-364-6166 • 281-442-1892 • FAX 409-740-0513
www.gia-tx.com

Business • Home • Auto • Life • Health • Financial Products

GIA

Galveston Friendswood
6025 Heards Lane, Galveston TX 77551
P O Box 16767, Galveston TX 77552-6767

Phone. (409)740-1251 / (281) 442-1892 Fax (409) 740-0513

INVOICE

All premiums payable on or before effective date of policy

ACCOUNT NO 00022300 / DATE August 8, 2011

Waters Edge Bar & Bait
Dannon Erskins & Jesse Deleon
7827 2nd ST
Hitchcock, TX 77563

INSURED NAME

$_____
PAYMENT ENCLOSED

PROPOSED EFFECTIVE DATE	PROPOSED EXPIRATION DATE	QUOTE / POLICY #	DESCRIPTION	AMOUNT
TBD	TBD	TBD	Commercial Package	$2640 58
TBD	TBD	TBD	Commercial Windstorm	$158 00
			PLEASE MAKE CHECK PAYABLE TO GIA	
Payment and signed documents must be returned to GIA before a request for coverage can be made to the Insurance Company				
			TOTAL ESTIMATED AMOUNT DUE	$2798.58

BUSINESS INSURANCE PROPOSAL

FOR

WATERS EDGE BAR & BAIT
DANNON ERSKINS & JESSE DELEON

AUGUST 8, 2011

PRESENTED BY:

6025 HEARDS LANE, GALVESTON TX 77551
1102-B SOUTH FRIENDSWOOD DR, FRIENDSWOOD TX 77546
P O BOX 16767, GALVESTON TX 77552-6767
(409) 740-1251 (281) 442-1892
FAX (409) 740-0513

Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself

This presentation does not constitute coverage. You must sign and return all required documentation along with payment for the premium amount due before a request for coverage can be made to the Insurance Company

From June through November insurance companies may stop binding coverage when a 'tropical disturbance' enters the Gulf of Mexico or Caribbean Sea. In these cases, coverage quoted in this proposal cannot be put in effect until the company lifts its binding restrictions

_____ Initials

BUSINESS INSURANCE PLAN

PACKAGE POLICY
PROPERTY SECTION

Company:	Scottsdale Insurance Co
AM Best Rating.	A+XV
Policy Term	TBD
Estimated Premium·	$2640.58
	Rates are not guaranteed They are set by the company and subject to change

Location #1 7827 2nd St , Hitchcock, TX

* Building Value	Contents Value	ICC	Business Income	Other
$None Quoted	$20,000	N/A	Available-Not Quoted	

Deductible: $1000.00

Coverage: Fire, Extended Coverage
Special Extended Coverage including theft
Replacement Cost Valuation
80% Coinsurance clause applies

Important Exclusions: **(Others May Apply)** Exclusion of Loss Due to Virus or Bacteria, Water Exclusion Endorsement, Theft Exclusion, Windstorm or Hail Exclusion,

Special Conditions: Your policy contains exclusions that apply when any portion of the covered property is vacant for longer than 60 days Please contact our agency should **any portion** of your property become vacant It may be necessary to arrange appropriate additional coverage

25% Minimum Earned Premium Applies
$250.00 Non-Refundable Policy Fee is Included

**** Notice regarding values:*** We are pleased to assist you with your own final determination of the values you decide to insure Please refer to the policy for specific terms, conditions, limitations, and exclusions

_____ Initials

BUSINESS INSURANCE PLAN

PACKAGE POLICY (CONT'D)
GENERAL LIABILITY COVERAGE

Estimated Premium.	Included *Rates are not guaranteed They are set by the company and subject to change*

Location(s) of premises: 7827 2nd St , Hitchcock, TX

Description of operations: Bar and Bait sales

Limits **

$ 1,000,000	Each Occurrence Limit
$ 2,000,000	Products/Completed Operations Aggregate
$ 1,000,000	Personal Injury/Advertising Liability
$ 2,000,000	General Liability Aggregate
$ 100,000	Fire Damage Legal Liability
$ 5,000	Medical Expenses
$ 25,000	Assault & Battery each claim
$ 50,000	Assault & Battery Aggregate

Deductible: $0 Bodily Injury, Property Damage, Personal Injury & Advertising Injury
Applies separately per claim, including loss adjustment expense

Subject to: Final Audit Adjustment of the Premium Basis listed below that was used to determine the annual estimated premium for this presentation

Premium Basis: Payroll =
Square Footage =
Gross Receipts = Liquor and and Bar Sales $62,000
Gross Receipts = Bait Sales $200

Special Conditions: *25% Minimum Earned Premium clause*
100% Earned – Additional Insured / Waiver of Subrogation Premiums

GL coverage is premises-driven. All applicable locations MUST be listed.

Important Exclusions: (Others May Apply) Recording & Distribution of Material in Violation Exclusion, Athletic/Sports Participants Exclusion, Limiation of Coverage to Designated Premises/Project, Exclusion of Certified Acts of Terrorism, Exclusion of Certified Acts of Terrorism and other Acts, Known Injury or Damage Exclusion-Personal & Advertising Injury, Nuclear Energy Liability Exclusion, Exclusion of Certified Acts of Terrorism, Lead Contamination Exclusion, Employment Related Practices Exclusion, Nuclear Energy Liability Exclusion-Broad Form, Punitive or Exemplary Damage Exclusion, Asbestos Exclusion, Fungi or Bacteria Exclusion, Punitive Exclusion,

Contingent upon: Favorable Inspection

***** Notice regarding higher liability limits:*** Your exposure to a liability loss may exceed your limits and even those quoted here. Higher liability limits may be available Please let us know if you would like additional information or a quote.

_____ Initials

BUSINESS INSURANCE PLAN

WINDSTORM & HAIL

Company·	Texas Windstorm Insurance Association (TWIA)
Policy Term	TBD
Estimated Premium·	$158.00
	Rates are not guaranteed They are set by the company and subject to change

Location.	7827 2nd St , Hitchcock, TX
Building:	$None Quoted
Contents·	$20,000
Business Income:	$ _____ per day for ____ days-Available-Not Quoted
ICC*	$N/A
Deductible(s)	$1,000
	168 hours for Business Income-If Written

Covers.	Direct damage from the Perils of Windstorm & Hail
	80% Coinsurance applies
	Replacement Cost Valuation
	Increased Cost of Construction/Ordinance & Law * - N/A

**ICC: Increased Cost of Construction/Ordinance or Law – Additional building coverage in the event the insured has to rebuild or repair to current building codes after a loss*

Signs (attached or detached), fencing, flag poles, light poles and outbuildings must be scheduled with a premium paid in order to be covered.

180-day minimum retained premium Applies
Business Income Premium is NOT refundable.

***** Notice regarding values:*** We are pleased to assist you with your own final determination of the values you decide to insure. Please refer to the policy for specific terms, conditions, limitations, and exclusions

Texas Windstorm Insurance Association (TWIA) / National Flood Insurance Program (NFIP) - State & Federal programs with uniform rates. Differences in premiums from different agents indicate a difference in coverage and/or rating information. Contact us for an explanation.

IMPORTANT NOTICE

Waters Edge Bar & Bait Dannon Erskins & Jesse Deleon _____ **Initials**

IF YOUR POLICY IS CANCELLED BEFORE 180 DAYS, YOU COULD SURRENDER A SIGNIFICANT PORTION OF YOUR PREMIUM

Your TWIA windstorm policy is subject to a minimum retained premium equal to the greater of 180 days of the annual policy term or $100, unless one of the 6 exceptions listed below applies. If your policy cancels within 180 days of the effective date of the policy, TWIA will keep the remaining portion of the premium necessary to cover 180 days of the policy period and no coverage will be provided beyond the date of your cancellation. Any portion of the premium in excess of $100 and beyond the minimum retained premium of 180 days will be refunded to you on a pro rata basis

If you finance your policy through a premium finance company and your policy cancels within 180 days of the effective date of the policy, you will owe TWIA any unpaid balance of the 180-day minimum retained premium resulting from your cancellation. You will not be eligible for windstorm coverage through the Association until any balance due has been paid Payment of the unpaid balance does not provide coverage for any damage that may have occurred between the date of cancellation and the payment of the balance. ***In addition, TWIA will not reinstate a cancelled policy. A new policy will need to be applied for with the premium paid in full.***

Exceptions to the 180-day minimum retained premium rule (subject to a $100 minimum premium): Your windstorm policy is not subject to a 180-day minimum retained premium under the following circumstances

1. Replacement of the Association policy with similar coverage in the voluntary market,
1 Change in majority interest, including sale of the property to an unrelated party;
2. Foreclosure of the property insured in the Association policy;
3 Death of the policyholder,
4. Total loss of the property insured, including demolition, or
5 Builder's risk policies

If any of the above exceptions occur, a $100 minimum retained premium still applies Any portion in excess of the earned premium beyond the minimum retained premium of $100 will be refunded to you on a pro rata basis.

PLEASE READ YOUR POLICY

This notice is not a substitute for actual policy language and is only meant to remind the policyholder of the policy's cancellation provisions. Read the policy's cancellation provisions and/or contact your agent for guidance before deciding to cancel coverage.

Texas Windstorm Insurance Association
5700 South MoPac Expressway, Building E, Suite 530, Austin, Texas 78749 • P O Box 99090, Austin, Texas 78709-9090
512-899-4900 / Fax 512-899-4950

INSURANCE
SINCE 1892

Hurricane Season begins June 1 and ends November 30 Although we are never ready to experience a major storm, we must all be prepared Please review your insurance policies and contact us if you have any questions or need to make any changes We ask that you do this as soon as possible When there is a named storm within specified coordinates, insurance companies will not write new nor increase current property coverage

Hurricane Ike taught us many lessons Most importantly that both windstorm and flood insurance is needed by everyone in our area and all residents and business owners should have a current inventory of their contents

As your insurance agent, we are committed to being here for you after a storm, any storm GIA has developed a full Catastrophe plan that begins with evacuation for our employees so that once the storm has passed, regardless of the conditions, we will be available to handle your claims

Based upon our Hurricane Ike evacuation experience, in the future we will close early to help our employees avoid major traffic congestion. However, we will not close until we can no longer bind new insurance coverage or make changes due to the proximity of the hurricane

After the storm, depending on the damage, we will be taking claims from our Galveston or Friendswood offices If we suffer significant damage to our building, we will be operating out of a mobile office trailer Our trailer can accommodate all of our 38 associates and provide us full access to our customer and company files.

Our mobile office will be set up in Galveston if possible If not, we plan to operate out of our Friendswood location. Regardless of our location, we can be contacted at our regular phone numbers We will relocate our servers and phones to our backup server facility in College Station if needed Just as during Hurricane Ike, we will be available for you to contact us before, during & after the storm. These procedures will apply to non-hurricane related catastrophes that affect our office and island as well

For all property claims, especially after a significant hurricane hits our area, please take the following steps:

- Contact us direct to report your claim
- Make temporary repairs only and keep all receipts
- Take pictures of the damage
- Make sure you leave us your cell phone number if you leave a message
- You must obtain a WPI-8 form from your contractor for all structural repairs

We are proud to be your insurance agent and we know that the time you will count on us the most will be when you have a claim At GIA, we have worked hard to be here for you, *Before and After* the storm!

Sincerely,

Garry P Kaufman, President

6025 Heards Lane, Galveston TX 77551 1102-B South Friendswood Dr, Friendswood TX 77546
P O Box 16767, Galveston TX 77552-6767
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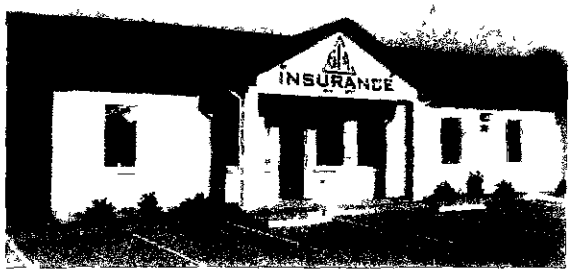

1102-B SOUTH FRIENDSWOOD DR FRIENDSWOOD, TX

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Contact us about this valuable service today!

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INSURANCE
SINCE 1892

Home * Business * Auto
Life * Health * Financial Products

PREMIUM ASSIGNMENT CORPORATION

PREMIUM FINANCE AGREEMENT

B072622

Texas
P O Box 3066 - 3522 Thomasville Rd
Tallahassee, FL 32315
Phone 850-907-5610

☐PERSONAL ☒COMMERCIAL ☒NEW ☐AGENCY RENEWAL ☐ADD'L PREMIUM

THIS AGREEMENT, made effective the 1 day of September 2011, between

WATERS EDGE BAR & BAIT
(Name of Borrower/Insured exactly as it appears in financed policies) SSN OR TAX #

ADDRESS 7827 2ND ST.

CITY HITCHCOCK STATE TX ZIP 77563 PHONE # (281) 705-6571

hereinafter called the Borrower, and Premium Assignment Corporation, a Florida Corporation hereinafter called Lender, for the purpose of financing the purchase of insurance policies described in the Scheduled Policies of Insurance listed in page 3 to this Agreement

TOTAL PRICE OF PREMIUMS	- CASH DOWN PAYMENT	= PRINCIPAL BALANCE OWED ON PREMIUMS	+ DOC STAMPS & SERVICE FEE (if applicable)	= TOTAL AMOUNT FINANCED	+ FINANCE CHARGE (Amount credit costs over term of loan)	= TOTAL OF PAYMENTS (Amount paid if all payments made as scheduled)	ANNUAL PERCENTAGE RATE
2,640.58	847.65	1,792.93	0.00	1,792.93	102.57	1,895.50	12.29

SELECT BILLING OPTION: ☒Payment Book ☐Monthly Invoice YOUR PAYMENT SCHEDULE WILL BE: Each monthly payment due on same day of each succeeding month until paid in full	Amount of Monthly Payment	Number of Payments	Date First Payment is Due
	189.55	10	10/1/2011

FOR VALUE RECEIVED, BORROWER PROMISES TO PAY to the order of Lender at the address given at the top of this page, the Total Amount Financed and all sums shown above, including interest at the Annual Percentage Rate and other charges as described hereinafter, pursuant to the terms stated below and in page 2 of this Agreement.

1. **SECURITY FOR PAYMENT:** To secure payment of all sums due under this Agreement, Borrower grants Lender a security interest in any unearned premiums or other sums which may become payable under the Scheduled Policies of Insurance shown on page 3

2. **LIMITED POWER OF ATTORNEY:** BORROWER IRREVOCABLY APPOINTS LENDER AS ATTORNEY-IN-FACT TO CANCEL THE SCHEDULED POLICIES OF INSURANCE AFTER BORROWER DEFAULTS IN MAKING PAYMENTS UNDER THIS AGREEMENT

3. **NOTICE TO BORROWER:** (1) Do not sign this Agreement before you read it, or if it contains any blank space (other than as provided on the next page), (2) You are entitled to have and should retain a completely filled in copy of this Agreement, and (3) BY SIGNING BELOW BORROWER AGREES TO THE PROVISIONS ABOVE AND ALL OF THE TERMS WHICH APPEAR ON THE SECOND PAGE OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF COPIES OF PAGES 1, 2 AND 3 OF THIS AGREEMENT and (4) The undersigned Agency may receive compensation from Lender for aiding in the preparation of this Agreement and payment of the financed premiums

SIGNATURE OF ALL INSURED[S] NAMED IN POLICIES OR AUTHORIZED AGENT OF INSURED[S], AS PERMITTED BY LAW:

X

Date Name and Title. Date Name and Title

PRODUCER'S REPRESENTATIONS & WARRANTIES:

The undersigned Producer represents and warrants that: (A) The Cash Down Payment shown above has been paid by or on behalf of the Borrower (B) The Total Price of Premiums shown above has been or will be used to purchase insurance policies shown in the Scheduled Policies of Insurance on page 3 of this Agreement Any portion of the Total Price of Premiums received by Producer that is not used to purchase such insurance policies, as well as any refunds or credits on such policies, shall be promptly paid to Lender (C) To the best of the undersigned's knowledge and belief, Borrower is not subject to any bankruptcy or insolvency proceedings and Producer has no reason to believe that Borrower is insolvent (D) The Borrower's signature(s) is (are) genuine and authorized, or to the extent permitted by applicable law, the Producer has been authorized by Borrower to sign this Agreement on Borrower's behalf (E) Producer has delivered or will deliver a copy of this Agreement to Borrower **Producer agrees that the Representations & Warranties above, as well as those on page 3 of this Agreement, are a binding contract between Producer and Lender.**

PRODUCER / AGENCY

Name GALVESTON INS ASSOCIATES

Address PO BOX 16767
GALVESTON, TX 77552

8/8/2011
Date

PRODUCER'S SIGNATURE

PREMIUM ASSIGNMENT
CORPORATION

IN CONSIDERATION of the payment by Lender of the Principal Balance Owed on Premiums shown on page 1 to the insurance companies named in the Scheduled Policies of Insurance shown on page 3 (or the agents of such companies), the Borrower agrees

4 ACCEPTANCE DATE This Agreement is binding upon its acceptance by Lender Acceptance shall occur upon payment of the Principal Balance Owed on Premiums to the insurance companies named in the Scheduled Policies of Insurance, or the agents of such companies

5 PAYMENTS Borrower shall make payments directly to Lender in the amounts and at the same time specified on page 1 of this Agreement Payments shall be made at Lender's address given at the top of page 1 or such other address as Lender may direct in writing Payments made to any other address, person, firm, corporation or insurance agency (including but not limited to the Producer) shall not constitute payment to Lender Payments received after cancellation of the Scheduled Policies of Insurance shall be credited to the unpaid balance due under this Agreement and shall not constitute reinstatement of the cancelled policies, nor shall it constitute a waiver by Lender of any rights

6. LATE CHARGES If a payment is more than 10 days late, Borrower agrees to pay a late charge of 5% of each delinquent or unpaid installment, unless prohibited by applicable law

7 DEFAULT/CANCELLATION A default shall occur if Borrower fails to pay any sums required by this Agreement in a timely manner, including interest and Late Charges, or if Borrower fails to carry out any other obligations under this Agreement After default, any unpaid balance of the Total Amount Financed may become immediately due and payable in full at the option of Lender, and Lender may enforce its security interest and its rights under the Limited Power of Attorney Interest will continue to accrue on the unpaid balance at the Annual Percentage Rate or maximum rate allowed by applicable law, at the option of Lender, until all balances owed under this Agreement are paid Lender may request cancellation of all or any of the Scheduled Policies of Insurance at the earliest time after default permitted by applicable law

8. EXCESS INTEREST OR FEES It is the intent of the Lender that no interest, fee or charge in excess of that permitted by applicable law will be charged, taken or become payable under this Agreement In the event it is determined that Lender has taken, charged or accrued interest, fees or charges in excess of that permitted under law, such excess shall be returned to Borrower or credited against the sum due Lender hereunder

9. REFUNDS The Borrower will receive a refund of the finance charge if the account is prepaid in full prior to the last installment due date The refund shall be computed according to applicable law (Rule of 78's)

10. SHORTAGE OR OVERAGE OF RETURNED PREMIUM If Lender does not receive unearned premiums or other funds after cancellation or expiration of the Scheduled Policies of Insurance in an amount sufficient to pay the unpaid balance due under this Agreement, Borrower agrees to pay the deficiency to Lender on demand Interest shall accrue on the deficiency at the Annual Percentage Rate, or the maximum rate allowed by applicable law, at the option of Lender If the unearned premiums received by Lender are more than the amount due under this Agreement, the excess shall be returned to Borrower within the time allowed by applicable law Borrower has no right to any excess of less than the minimum amount required to be paid by applicable law

11 ATTORNEYS FEES/COURT COSTS Borrower agrees to pay all attorneys fees, expenses and costs incurred by Lender in collecting amounts due from Borrower under this Agreement, including attorneys fees incurred on appeal and in bankruptcy, unless prohibited or limited by applicable law

12 LENDER RELATIONSHIP Borrower acknowledges that (a) Lender is not an insurance agent nor an insurance company, (b) This Agreement is a financing agreement and not an insurance policy or guarantee of insurance coverage, (c) Lender has played no part in the selection or structuring of the financed insurance policies, (d) Lender has no obligation to request reinstatement of any insurance policies properly cancelled after a default under this Agreement, and (e) The decision of whether to reinstate insurance coverage is made solely by the insurance companies providing coverage, not Lender

13 ADDITIONAL PREMIUMS Lender may advance to Producer, as Borrower's agent, or to an insurance company any additional premiums that may become due, less normal down payment, adding the advanced amount, plus any finance charge, to Borrower's balance under this Agreement However, any additional premium which is owed to the insurance company(ies) named in the Scheduled Policies of Insurance as a result of any misclassification of risk which is not paid in full or financed in this Agreement may result in cancellation of the coverage by the insurance company for nonpayment of premium Lender's payment shall not be applied by the insurer to pay for any additional premium owed by Borrower as a result of any misclassification of risk

14. LENDER LIABILITY Lender is not responsible for any damages resulting from cancellation of the Scheduled Policies of Insurance by Lender, as long as the cancellation was done in accordance with applicable law Borrower shall be responsible for Lender's reasonable attorneys fees and expenses for any unsuccessful action filed by Borrower seeking damages for improper cancellation Lender's liability for breach of this Agreement shall be limited to the Principal Balance Financed under this Agreement, if permitted by applicable law

15 RETURNED CHECKS Borrower agrees to pay a returned check fee of $20, as allowed by applicable law, for each of Borrower's checks returned to Lender for Insufficient funds or because the insured has no account in the payor bank

16 WARRANTIES OF BORROWER Borrower warrants that (a) Each of the Scheduled Policies of Insurance have been issued or a binder has been issued, (b) Borrower has not and will not assign or encumber any unearned premium of the Scheduled Policies of Insurance or grant a power of attorney to cancel the Scheduled Policies of Insurance to anyone other than Lender until all sums due under this Agreement are paid in full, (c) Lender may assign all its rights under this Agreement as allowed by applicable law, (d) No proceeding in bankruptcy or insolvency has been instituted by or against Borrower or is contemplated by Borrower, and (e) No insurance financed by this Agreement was purchased for personal, family or household purposes, unless so indicated on page 1

17. INTEREST CALCULATION Interest is computed on an annual basis of 12 months of 30 days on the balance of the policy Amount Financed, from the effective date of each insurance policy for which premiums are being advanced to the date when all sums due under this Agreement are paid

18 BLANK SPACES Borrower agrees that if any policy financed by this Agreement has not been issued at the time the Agreement is signed, the names of the insurance companies issuing the financed policies, the policy numbers and the due date of the first installment may be inserted in the Agreement after it is signed

19. GOVERNING LAW The Parties agree that the law of the state in which this Agreement is executed shall control the interpretation of the Agreement and the rights of the parties, unless the Agreement is executed in a state without premium finance laws, in which case the law of the State of Florida shall govern

20. SAVINGS AND MERGER CLAUSE The Parties agree that if one or more portions of this Agreement are found to be invalid or unenforceable for any reason, the remaining portions shall remain fully enforceable The parties also agree that this Agreement contains the entire agreement between the parties regarding the subject matter herein and supersedes any prior discussions

21 FINANCING OPTION Entry into this financing arrangement is not a condition of obtaining insurance You may opt to pay the premium for such insurance without financing such premium, or to obtain financing from some other source if you choose

PREMIUM ASSIGNMENT CORPORATION

State TX

SCHEDULED POLICIES OF INSURANCE

V8(0)G8I2 09

WATERS EDGE BAR & BAIT
7827 2ND ST
HITCHCOCK, TX 77563
(281) 705-6571

B072622

GALVESTON INS ASSOCIATES 15335
PO BOX 16767
GALVESTON , TX 77552
(409) 740-1251

Premium	Down Payment	Unpaid Balance	Doc Stamps/Fees	Amt. Financed	Finance Charges	Total / Payments
2,640.58	847 65 *(32 10 %)*	1,792 93	0 00	1,792 93	102 57	1,895 50

Payment	Payments	Rate	First Due	Type	Status	Contract Type
189 55	10	12 29 %	10/1/2011	BOOK	NEW	COMMERCIAL

EFF DATE EXP DATE		COMPANY / BROKER	CITY	ST	CO. #	TYPE MEP	POLICY NO.	TOTAL PREMIUM
9/1/2011	CO	SCOTTSDALE INS CO	SCOTTSDALE	AZ	82802	PKG	TBD	2,267 00
9/1/2012	MGA	MYRON STEVES INS	HOUSTON	TX	61515	25 00 %		
							Taxes/Fees	373 58
							Total	2,640.58

Created By 15335DS Auth Code

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

(F) All information provided above is complete and correct in all respects and the policies listed above are or will be in force on the stated Effective Date and delivered by Producer to the Borrower, except for assigned risk or residual market policies

(G) If any information listed above is or becomes incomplete or inaccurate, Producer shall promptly provide correct information to Lender

(H) The Producer is an authorized policy issuing agent of the companies issuing the policies listed above or is the authorized agent of the MGA or broker placing the coverage directly with the insuring company, **except those policies indicated with an "X".**

(I) None of the policies listed above are subject to reporting or retrospective rating provisions All policies subject to audit, minimum or fully earned premium provisions are indicated below

Policy No and Prefix No

(J) Except as indicated above, all Scheduled Policies of Insurance can be cancelled by Borrower or Lender on 10 days notice and the unearned premiums will be computed pro rata or on the standard short rate table

(K) If any Scheduled Policies of Insurance are subject to audit, Producer and Borrower have made good faith determination that the deposit, provisional or initial premiums are not less than the anticipated premiums to be earned for the full term of the policy(ies)

(L) Upon cancellation of any of the Scheduled Policies of Insurance, Producer shall remit to Lender the full amount of the unearned premium, including unearned commission, as well as any other payments or credits received by Producer, up to the unpaid balance due under this Agreement, within 15 days of receipt from the insuring company

DOCUMENTARY STAMPS REQUIRED BY LAW IF ANY ARE AFFIXED TO MONTHLY JOURNAL AND CANCELLED.

Attachment 3

Purchasing Department – Vendor Qualification Packet

PEID
W-9
CIQ

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:	Waters Edge Bar and Bail
Attention Line:	

2.

Physical Address:	7803 2nd Street		
City.	Hitchcock	**State:** Texas	**Zip+4:** 77563

3.

Billing / Remit Address:	PO Box 125		
City:	Hitchcock	**State:** Texas	**Zip+4** 77563

4.

Main Contact Person:	Jesse DeLeon	Dannon Erskins
Main Phone Number:	(409) 748-9912	(281) 705-6571
Fax Number:	N/A	N/A
E-mail Address:	jdeleon64@sbcglobal net	derskins@me com

Areas below are for County use only.

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return) Waters Edge Bar and Bait

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) ▶ C
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street and apt or suite no) PO Box 125

Requester's name and address (optional)

City, state, and ZIP code Hitchcock, TX 77563

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 801 42 4656

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 ▶ [signature] Date ▶ 12/14/2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

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

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

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

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

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

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

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

- An individual who is a U S citizen or U S resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301 7701-7)

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

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

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

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

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

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

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

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

2 The treaty article addressing the income

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments This is called "backup withholding " Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators Real estate transactions are not subject to backup withholding

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if·

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding See the instructions below and the separate Instructions for the Requester of Form W-9

Also see *Special rules for partnerships* on page 1

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301 7701-3, enter the owner's name on the "Name" line Enter the LLC's name on the "Business name" line

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line This name should match the name shown on the charter or other legal document creating the entity You may enter any business, trade, or DBA name on the "Business name" line

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc)

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form

Generally, individuals (including sole proprietors) are not exempt from backup withholding Corporations are exempt from backup withholding for certain payments, such as interest and dividends

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding

The following payees are exempt from backup withholding

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities

Other payees that may be exempt from backup withholding include

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947,

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13 Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1]See Form 1099-MISC, Miscellaneous Income, and its instructions

[2]However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN However, the IRS prefers that you use your SSN

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one) Do not enter the disregarded entity's EIN If the LLC is classified as a corporation or partnership, enter the entity's EIN

Note. See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN. If you do not have a TIN, apply for one immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www ssa gov* You may also get this form by calling 1-800-772-1213 Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business You can get Forms W-7 and SS-4 from the IRS by visiting *www irs gov* or by calling 1-800-TAX-FORM (1-800-829-3676)

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments The 60-day rule does not apply to other types of payments You will be subject to backup withholding on all such payments until you provide your TIN to the requester

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8*

Part II. Certification

To establish to the withholding agent that you are a U S person, or resident alien, sign Form W-9 You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) Exempt payees, see *Exempt Payee* on page 2

Signature requirements. Complete the certification as indicated in 1 through 5 below

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983 You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form

3. Real estate transactions. You must sign the certification You may cross out item 2 of the certification

4. Other payments You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6 Disregarded entity not owned by an individual	The owner
7 A valid trust, estate, or pension trust	Legal entity [4]
8 Corporate or LLC electing corporate status on Form 8832	The corporation
9 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10 Partnership or multi-member LLC	The partnership
11 A broker or registered nominee	The broker or nominee
12 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish If only one person on a joint account has an SSN that person's number must be furnished

[2] Circle the minor's name and furnish the minor's SSN

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN

[4] List first and circle the name of the trust, estate, or pension trust (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title) Also see *Special rules for partnerships* on page 1

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft

The IRS does not initiate contacts with taxpayers via emails Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs gov* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484 You can forward suspicious emails to the Federal Trade Commission at *spam@uce gov* or contact them at *www consumer gov/idtheft* or 1-877-IDTHEFT(438-4338)

Visit the IRS website at *www irs gov* to learn more about identity theft and how to reduce your risk

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U S possessions to carry out their tax laws We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism

You must provide your TIN whether or not you are required to file a tax return Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer Certain penalties may also apply

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B 1491, 80th Leg , Regular Session

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed *See* Section 176 006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Waters Edge Bar and Bail

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.**

No relationships exist with local governmental entities

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

12-14-2011

Date

Adopted 06/29/2007

AGENDA ITEM #24

CONSENT TO ASSIGNMENT
AND AMENDMENT TO TRANSPORTATION AGREEMENT

This **Consent to Assignment and Amendment to Transportation Agreement** (**"Consent"**) is entered into effective January 24 2012 It is being entered into by and between **Galveston County**, a political subdivision of the State of Texas (**"County"**) and **Galveston Peninsula Partners, LP**, a Texas limited partnership (**"Assignor"**)

Both County and Assignor were parties to that one certain Transportation Agreement dated November 17, 2010 (**"Transportation Agreement"**), a copy of which is attached hereto as **Exhibit 'A"**, relating to the property described therein (**"Property"**). The parties agree that this Transportation Agreement needs to be amended in order that Assignor might continue to develop its subdivision

The parties desire, by this Consent, to both amend the Transportation Agreement and, as amended, allow Assignor to assign it to Regions Bank, an Alabama banking corporation (**"Lender"**), as assignee The purpose of the assignment is to partially secure a loan from Lender to Assignor in the maximum principal amount of **Three Million, Three Hundred Forty-Five Thousand and No/100 Dollars ($3,345,000.00) ("Loan")** The Loan will enable Assignor to provide financing for the development and use of all or a portion of the Property as a group of residential subdivisions collectively commonly known as Grand Cay Harbour (**"Project"**)

Recitals:

Whereas, County and Assignor heretofore entered into the Transportation Agreement to facilitate Assignor's construction of certain improvements to benefit the Project and to help protect the integrity of what is commonly known as the Texas City Hurricane Protection Levee Collectively, the improvements to be constructed by Assignor is called the "**Work**"; and

Whereas, Assignor has requested Lender to provide the Loan to finance, among other things, the Work, and

Whereas, Lender has requested that County consent to Assignor's collateral assignment (**"Assignment"**) of the Transportation Agreement as amended herein (**"Assigned Agreement"**), and

Whereas, in addition to the Work to be performed by Assignor in the Transportation Agreement, County has required Assignor to undertake additional projects as set forth herein, and

Whereas, the parties desire to amend the Transportation Agreement to extend the time frame by which Assignor will complete the Work, as well as the additional items to be included in the Work as set forth in the Assigned Agreement portion of this Consent

Now, Therefore, the undersigned parties, in consideration of the mutual covenants and agreements herein contained, do agree as follows

Amendment to Transportation Agreement

A County and Assignor hereby agree as follows:

1. Item (d) in Section 2 of the Transportation Agreement is removed in its entirety and replaced with the following language

"d To the extent required in writing by County

(i) construct a bulkhead approximately eighty feet (80') long (final length of bulkhead shall be determined considering erosion rate and other pertinent site specific conditions) as an extension of the existing bulkhead located at the end point of the 48" storm drain that exists at Dollar Bay in accordance with plans and specs prepared by Developer and approved by County This bulkhead will be constructed according to the same standards and materials that exist on bulkheads currently existing in the Project Furthermore, this bulkhead will be built on dry land so not to require the type of permitting necessary if it were to have encroached on a wet shoreline area This bulkhead line will be determined by a coastal survey indicating where the dry/wet line currently exists Rip-rap will be added outside the bulkhead line comparable to the type that currently exists in the Project The present concrete panels being utilized as shoreline protection will be removed

(ii) remove and/or make alterations in the rip rap currently placed along both sides of the two (2) entrance ramps of the Project

All Work described in this Section 2(d) will be designed and constructed in accordance with written plans and specifications to be prepared by Developer and approved by County, after taking into consideration and incorporating written comments made by the U.S Army Corps of Engineers (the "**Corps**"), which approval will not be unreasonably withheld, conditioned or delayed except as herein permitted,"

2 The following language is added as Item (h) in Section 2 of the Transportation Agreement

"h. An engineering report prepared by Shelmark Engineering dated December 7, 2011 (the "**Engineer's Report**") has been submitted to the County for the purpose of evaluating and making recommendations on the repair or replacement of the existing connection bolts currently installed in each wood piling along the wave attenuation wall at the toe of the portion of the

levee along Skyline Drive between Grand Cay Harbour Boulevard and the hurricane tide gate It has been recommended according to this report that the following repairs be made by the Developer

(i) Each bolt whether it exhibits any corrosion or not will be treated chemically with a rust inhibitor and then tar coated

(ii) As requested in the Engineer's Report, Developer agrees to cause to be performed and pay for an annual maintenance inspection performed by a third party engineer and have findings of each annual report approved by the Corps If at any time as may be expressed in an annual maintenance report, it is determined that the wave attenuation wall's structural integrity is considered to be compromised in function due to bolt failure, the Developer will immediately replace or cause Galveston Municipal Utility District No. 52 (the "**MUD**") to immediately replace the questionable bolts within a sixty (60) day period after Developer's receipt of the Engineer's Report Furthermore it is understood and agreed that the maintenance obligation of the wave attenuation wall serving the Project is not the responsibility of the County but is the responsibility of the Developer and/or the MUD Upon transfer of control of the Project to a homeowners association, the parties acknowledge and agree that such homeowners association will assume and be primarily for Developer's and/or MUD's responsibility to conduct annual inspections and perform maintenance as set forth herein." But, such assumption of primary responsibility will not relieve Developer and/or MUD from their responsibilities as set forth herein

3 The language "items (a) through (g) above" in the second sentence of the third paragraph of Section 2 is deleted and replaced with the following

" items (a) through (h) above "

4. The language "June 1, 2011" in the first sentence of Section 5(ii) is deleted and replaced with the following

"May 15, 2012 "

5 The following language is added as the final two (2) paragraphs of Section 2 of the Transportation Agreement

Developer will have until May 15, 2012 to complete the Work (the "**Completion Date**") to the satisfaction of County and the Corps. Developer will use its best efforts to complete the Work by the Completion Date, provided, however, if Developer is unable to complete the Work by the Completion Date due to Force Majeure Delays, as hereinafter defined, County, acting in good faith, will allow reasonable extensions of the Completion Date, so long as Developer continues to

prosecute the Work with diligence For purposes of this Subsection 2, "Force Majeure Delays" means delays caused solely and exclusively by governmental and regulatory delays, hurricanes and other adverse weather conditions, fire, earthquake or other acts of God, or other reasons of like nature reasonably beyond Developer's control

The Parties acknowledge and agree that the scope of certain portions of the Work may be affected, in part, upon the Texas City Hurricane Protection Levee annual inspection report, which is anticipated to be completed by the Corps in the first quarter of 2012 (the "**Corps Report**") As a result, Developer may have to obtain additional approvals and/or permits from the County and/or the Corps and/or other governmental entities in connection with certain portions of the Work, which may delay completion thereof beyond the Completion Date The County will allow extensions of the Completion Date as reasonably necessary to allow Developer to obtain any such approvals and/or permits so long as Developer, using its best efforts, continually pursues issuance of such permits by the Corps

6 The amendments sets forth herein constitute the entire understanding of County and Assignor in connection with amending the Transportation Agreement, which remains in full force and effect in accordance with its terms

Consent to Assignment

B Assignor, by no later than May 15, 2012, will tender payment to County of the amount of **$165,000** which is the outstanding balance of the Maintenance Fund required to be tendered by Assignor to County set forth in Article 5(i) of the Transportation Agreement County, effective as of the date Assignor tenders the $165,000 hereby consents to the execution by Assignor of the Assignment in the form attached hereto as **Exhibit "B"** and hereby certifies to Lender and covenants and agrees with Lender as follows.

1. If Lender should undertake to complete or cause the completion of the Project following the occurrence of an Event of Default (as that term is defined in the documents executed from time to time in connection with the Loan ("**Loan Documents**"), then, upon written notice by Lender to County that Lender has elected to assume all obligations of Assignor under the Transportation Agreement as amended herein, Lender shall be entitled to exercise any and all rights and remedies of Assignor under the Assigned Agreement, in accordance with the terms of the Assigned Agreement without an additional fee or consideration being payable to County.

2 If Assignor defaults in performing any obligations under the Assigned Agreement, County shall promptly give Lender written notice thereof and County shall not exercise any of its remedies under the Assigned Agreement until Lender shall have had thirty (30) days to cure same to the satisfaction of County

3 If Lender fails to undertake the obligations of Assignor under the Assigned Agreement and to complete the Work specified therein as amended herein to the satisfaction of

County within the thirty (30) day cure period immediately set forth above, County shall have no obligation to issue any building permits other than the ten (10) building permits set forth in the Assigned Agreement

4 County has no claims against Assignor or any offsets against its obligations due under the Assigned Agreement There are no defaults by Assignor or County under the Assigned Agreement and County is unaware of any existing circumstances which, with the passage of time, or notice, or both, would give rise to a default by Assignor or County under the Assigned Agreement or materially impair Lender's liens and security interests in and to the Property

5 Solely to the extent of County's actual knowledge, County acknowledges that, unless Lender assumes the obligations of Assignor as permitted in Article B(1) above, Lender is obligated under the Loan Documents only to the Assignor and to no other person or entity County is executing this Consent as a requirement of Lender to advance funds under the Loan Documents, and County understands that Lender would not do so but for County's execution and delivery of this Consent

6 A true and correct copy of the Assignment (and all amendments thereto) is attached hereto as **Exhibit "B"** and there are no other agreements, written or oral, between Assignor and County relating to the Property (or any portion thereof) except as otherwise stated herein The Assigned Agreement is valid and subsisting and is in full force and effect as of the date set forth in Article B(1) above County will not, without the prior written consent of Lender, (i) cancel or terminate the Assigned Agreement or consent to or accept any cancellation or termination thereof, or (ii) amend or otherwise modify the Assigned Agreement

7 County agrees that in the event any person or entity (including Lender) acquires Assignor's interest in and to the Assigned Agreement by foreclosure, deed in lieu of foreclosure or otherwise (such person or entity being herein called "**New Owner**"), the Assigned Agreement shall, at the option of New Owner, continue in full force and effect as a direct agreement between County and New Owner

8 County agrees that Lender shall have no liability to County either under the Assigned Assignment, or otherwise, for any act or omission occurring prior to such time as Lender elects in writing to assume the future obligations of Assignor under the Assigned Agreement

9 This Consent shall be binding upon County and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns

10 Failure by Assignor to tender the $165,000 to County by no later than May 15, 2012 will negate this Consent and render this instrument null and void

11 County's address for notice hereunder is as follows

Galveston County
Hon Mark Henry

County Judge
Galveston County
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

with a copy to

Mike Fitzgerald
County Engineer
Galveston County
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

or such other address as County may from time to time specify by written notice to Assignor or Lender

Lender's address for notice hereunder is as follows

Regions Bank
5005 Woodway Drive, Suite 350,
Houston, Texas 77056

or such other address as Lender may from time to time specify by written notice to County or to Assignor

Assignor's address for notice hereunder and under the Assigned Agreement is as follows

Galveston Peninsula Partners, LP
1050 Wall Street West, Suite 23
Lyndhurst, New Jersey 07071
Attention Elliot Jacobs

with a copy to

Adams and Reese L L P
1221 McKinney, Suite 4400
Houston, Texas 77010
Attention Jonathan Peckham

Remainder of Page Left Blank Intentionally.

Signatures and Acknowledgements Follow.

Executed to be effective as stated in the Preamble

County:

Galveston County

By: _____
Name: Mark Henry
Title: County Judge

Attest:

By: _____
Name: Dwight D. Sullivan
Title: County Clerk

Approved as to Form:

By: _____
Name: Harvey Bazaman
Title: Director, County Legal

Assignor:

Galveston Peninsula Partners, LP, a Texas limited partnership, acting by and through its general partner, Galveston Peninsula, LLC, a Texas limited liability company

By: _____
Name: ~~**Elliot Jacobs**~~ Daniel Betsalel
Title: ~~**President.**~~ Controller

State of Texas §
§
County of Galveston §

This instrument was acknowledged before me on this the 24th day of January, 2012, by **Mark Henry, County Judge** of **Galveston County**, a political subdivision of the State of Texas, on behalf of the **County of Galveston**

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

Roxana Lewis
Notary Public, State of Texas
Roxana Lewis
Printed or Typed Name of Notary
My Commission Expires: Feb. 14, 2015

State of ~~Texas~~ New Jersey §
§
County of ~~Harris~~ Berger §

This instrument was acknowledged before me on this the 19th day of January, 2012, by Daniel Betsalel ~~Elliot Jacobs~~, Manager of Galveston Peninsula, LLC, a Texas limited liability company, the General Partner of Galveston Peninsula Partners, LP, a Texas limited partnership, on behalf of the company

Gila M. Weinberg
Notary Public, State of ~~Texas~~ New Jersey
Gila M. Weinberg
Printed or Typed Name of Notary
My Commission Expires: 7-06-14

Gila M Weinberg
Notary Public, New Jersey
My Commission Expires 7-06-14

Exhibit "A"
Copy of Transportation Agreement

[Attached]

Attachment "A"

TRANSPORTATION IMPROVEMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Transportation Improvement Agreement (the "Agreement") is made and entered into as of the date set forth below by and between GALVESTON COUNTY, a political subdivision of the State of Texas, (the "County"), GALVESTON PENINSULA PARTNERS, LP, a Texas limited partnership (the "Developer"), GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 52, a conservation and reclamation district operating pursuant to Article XVI, Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended (for certain limited purposes) (the "District"), and GRAND CAY HARBOUR, LTD., a Texas limited partnership (the "Original Developer") (each referred to herein as a "Party" and all collectively referred to herein as the "Parties");

RECITALS:

WHEREAS, the County, the District and the Original Developer entered into a Transportation Improvement Agreement dated July 7, 2005 (the "Original Agreement") to facilitate the construction of certain road and bridge improvements to benefit Grand Cay Harbour, a group of subdivisions in Galveston County, Texas, according to the recorded plats thereof (the "Development");

WHEREAS, Developer, as the current owner of the Development, desires to construct certain road improvements that were contemplated under the Original Agreement for the benefit of the Development;

WHEREAS, the Parties have agreed that the terms of the Original Agreement are no longer economically feasible and development conditions have changed;

WHEREAS, the Parties wish to terminate the Original Agreement and to enter into this Agreement to state the terms by which certain road improvements (as redefined below) will be constructed;

WHEREAS, the Original Developer and the District will no longer be part of the construction of the road improvements described herein, and are only a parties to this Agreement for the limited purposes of terminating the Original Agreement and acknowledging the application of the Initial Contribution, as such term is defined hereinbelow; and

WHEREAS, the Bridge Project referred to in the Original Agreement will no longer be constructed by the County, but constructed by TxDOT.

NOW, THEREFORE, the Parties in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

1. GENERALLY

The recitals stated above are incorporated into and made a part of this Agreement for all purposes. The County and Developer agree that the following public transportation improvements shall be the subject of this Agreement (hereinafter defined as the "Road Improvements"):

- A three inch (3") asphalt overlay on Skyline Drive from the intersection of Bay Street and Skyline Drive to the Grand Cay Harbour entrance

- A two inch (2") asphalt overlay on Skyline Drive from the Grand Cay Harbour entrance to the Moses Lake Tide Gate.

- The asphalt overlay Road Improvements will be within the current width boundaries of the existing Skyline Drive.

- Adequate engineered lighting at the intersection of Bay Street and Skyline Drive and at the intersection of Skyline Drive and the Grand Cay Harbour entrance.

2. CONSTRUCTION OF THE ROAD IMPROVEMENTS.

The Developer shall be responsible for or cause the construction, implementation, and inspection of the Road Improvements and be responsible for the entire cost of the Road Improvements. The Road Improvements will be constructed in a good and workmanlike manner and adequate safety measures will be undertaken to prevent accidents and to protect the travelling public. The Developer shall comply with all rules and regulations of all governmental entities with jurisdiction in the construction of such Road Improvements.

Additionally, the following items are to be completed by the Developer:

a. Establish turf on both surface ramps;
b. Place rip rap at entrance ramps;
c. Establish turf at Franchise utility area;
d. Place rip rap along shoreline at 48" storm drain;
e. Replace street and traffic signs;
f. Replace reflectorized barricades;
g. Repair undermined poured in place Rip Rap at end of wingwall on middle box culvert bridge.

The County Engineer shall, upon execution of this Agreement and at the request of the Developer, issue up to ten (10) building permits to the Developer or its designee. The County Engineer will not issue any additional building permits until the Road Improvements, the items set forth in items (a) through (g) above, the lighting at the intersection of Skyline Drive and Grand Cay Harbour entrance, and the lighting at the intersection of Skyline Drive and Bay Street entrance

(collectively, the "Work") have each been completed to the satisfaction of the County Engineer. After completion of the Work, the County shall issue:

- such additional building permits as are supported by proper application; and
- the "Release of Permanent Power" upon compliance with building permit requirements for the ten (10) properties initially permitted as set forth above.

3. INDEMNIFICATION

DEVELOPER AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS APPOINTED AND ELECTED OFFICIALS AND EMPLOYEES (THE "INDEMNIFIED PARTIES") HARMLESS AGAINST ANY AND ALL LOSS, EXPENSE, DAMAGE, PENALTY, COSTS AND LIABILITY OF ANY KIND WHATSOEVER, INCURRED BY ANY OF THE INDEMNIFIED PARTIES ARISING OUT OF OR RESULTING IN ANY WAY FROM THE ACTS OR OMISSIONS OF DEVELOPER ARISING FROM THE DEVELOPER'S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY LOSS, DAMAGE OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY ANY OF THE INDEMNIFIED PARTIES AS A RESULT OF ANY CLAIM OF PERSONAL INJURY OR DEATH OF ANY PERSON, DAMAGE TO OR LOSS OF PROPERTY, AND ALL ENVIRONMENTAL DAMAGES RESULTING FROM USE OF SKYLINE DRIVE AS A MEANS OF VEHICULAR ACCESS TO THE DEVELOPMENT AT ANY TIME IN THE FUTURE. THIS INDEMNIFICATION ARTICLE WILL SURVIVE THE COMPLETION OF CONSTRUCTION OF THE ROAD IMPROVEMENTS, THE DEVELOPMENT, AND THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

4. ACCEPTANCE BY COUNTY OF THE ROAD IMPROVEMENTS; CLOSURE DUE TO STORM OR HURRICANE

The County agrees to maintain Skyline Drive. The Parties understand and agree that this right of maintenance may include the partial or complete shutting down of Skyline Drive to vehicular traffic if such action is determined by the County to be necessary due to hurricane, tropical storm, levee failure, road repairs or maintenance or some other reason. The Developer agrees to advise all purchasers of property within the Development of this potential closing and will assure that each such purchaser agrees, prior to acquisition of their property, to claim no cause of action for damages of any kind or nature against the County or the City of Texas City, Texas resulting or that may result from such partial or full closure of any portion of Skyline Drive. Additionally, the Parties understand that the Texas City Hurricane Protection Levee was designed solely to act as a bulwark against the Bay in time of tropical storm and hurricane. All other uses of the levee are incidental and secondary to this use.

5 MAINTENANCE PAYMENT OBLIGATIONS OF DEVELOPER.

(i) The Parties hereby acknowledge and agree that (i) under the Original Agreement the Original Developer was required to contribute $250,000 to the Skyline Road Maintenance Fund (the "Maintenance Fund") currently held by the County; and (ii) the Original Developer has

contributed $85,000 (the "Initial Contribution") to the Maintenance Fund. The Parties further acknowledge and agree that as a result of the Initial Contribution, the Developer will be required to contribute only the remaining portion of the Maintenance Fund, i.e. $165,000, as set forth in Subsection 5 (ii) hereof.

(ii) Within 30 days after Developer's receipt of written notice from the County Engineer approving the Work and acknowledging the completion thereof, or by no later than June 1, 2011, whichever occurs earlier, Developer shall deposit $165,000 into the Maintenance Fund. This deposit of funds is in addition to Developer's obligation to construct the Road Improvements and to complete all the other Work as "Work" is defined in Section 2 hereof. The Maintenance Fund will enable the County to utilize such funds and make such repairs as and when it determines such repairs are necessary. All repairs will be performed by the County to the extent it deems necessary. The Developer's obligation for future maintenance of Skyline Drive after the completion of the Road Improvements is limited to its initial contribution of $165,000 to the Maintenance Fund. The County may only use the Maintenance Fund for maintenance of Skyline Drive and for no other purpose.

6. TERM AND TERMINATION

The term of this Agreement shall commence on the effective date below and shall remain in effect until the Developer's obligations described herein are complete, unless terminated by mutual written agreement of the Developer and the County.

7. ASSIGNMENT

No Party hereto will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the County and the Developer.

8. NOTICE

All notices and communications under this Agreement will be mailed by certified mail, return receipt requested, or delivered to Developer at the following address:

Galveston Peninsula Partners, LP
250 Mountain Road
Englewood, NJ 07631

with a copy to:

Jonathan A. Peckham
c/o Adams and Reese, LLP
1221 McKinney, Suite 4400
Houston, Texas 77010

All notices and communications under this Agreement will be mailed by certified mail, return receipt requested, or delivered to the County at the following address:

Galveston County
Galveston County Judge's Office
722 Moody, Ste 200
Galveston, TX 77550

with a copy to:

Galveston County Engineer
Galveston County Courthouse
722 Moody, 1st Floor
Galveston, Texas 77550

All notices and communications under this Agreement will be mailed by certified mail, return receipt requested, or delivered to the Galveston County Municipal Utility District No 52 at the following address:

Galveston County MUD No 52
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 260
Houston, Texas 77027
Attn: Stephen M. Robinson

Notice, in the case of Certified Mail RRR will be deemed effective the earlier of the date of actual receipt of the notice (actual notice) or ten (10) business days after the date the notice was mailed (constructive notice). Notice by fax or e-mail will be deemed effective the earlier of the date of actual receipt (actual notice) of the notice or three (3) business days after the date the notice was faxed or e-mailed (constructive notice).

Any Party may notify the other Parties of any change of address or fax or e-mail at any time or upon receipt of such notice, the receiving Parties will provide such notice as is required to the sender's new address.

9. PRIOR AGREEMENTS NOT AFFECTED

Nothing in this Agreement is intended to affect, supersede or change in any manner the terms and conditions of those certain Easements and Agreements entered into by and between Dollar Bay Fig Corporation and the County of Galveston in April of 1962 or any other Easements and Agreements entered into by and between the County of Galveston and any other party relating to the Texas City, Texas Hurricane Flood Protection Project.

10 TERMS OF THIS AGREEMENT EXCLUSIVE; TERMINATION OF ORIGINAL AGREEMENT

The terms and provisions of this Agreement contain the entire agreement between the Parties and shall supersede all previous communications, representations, and agreements, either verbal or written with respect to such matters. The Original Agreement between the County, the Original Developer and the District is hereby terminated, and the Parties no longer have any further obligations to each other under the Original Agreement.

11. DISTRICT AND ORIGINAL DEVELOPER PARTIES FOR LIMITED PURPOSE.

The District and Original Developer are parties to this Agreement for the limited purpose of agreeing to the termination of the Original Agreement as provided in Section 10 above and acknowledging the application of the Initial Contribution as provided in Section 5 above. The District and Original Developer are not third party beneficiaries of any provision of this Agreement and may not enforce or otherwise have any rights except as to Section 10 above.

12. MISCELLANEOUS PROVISIONS

a. Failure upon the part of a Party to enforce any provision of this Agreement shall not act as a waiver of compliance or estoppel against that Party.

b. Any Party who defaults under any term of this Agreement agrees to reimburse the other Parties for their costs, including but not limited to attorneys' fees, expended for any dispute or litigation arising from this Agreement if the other Parties are the prevailing party.

c That all of the covenants, conditions and provisions in this Agreement shall extend to and bind successor Commissioners' Court of the County, successor members of the Board of Directors of the District and successors and assigns of Developer

d. This Agreement shall be construed under the laws of the State of Texas and venue shall lie in Galveston County, Texas.

e. Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement but such deletion shall in no way effect any other covenant, condition or provision herein contained.

f. The Parties hereto agree that in no event shall any member of their respective governing body nor their officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof.

g. This Agreement will not be construed to act for the benefit of any third party.

h. This Agreement may be executed in multiple counterparts and all such counterparts taken together will constitute this Agreement. Execution and delivery of this Agreement by facsimile transmission or electronic mail (PDF file) is binding the same as if original signed copies had been exchanged by the parties hereto.

This Agreement is effective as of the date of the last Party to execute this Agreement and it has been executed in multiple copies each of equal dignity.

Remainder of Page Left Blank Intentionally.

Execution Pages Follow

County's Signature Page to Transportation Improvement Agreement.

AGREED TO AND ACCEPTED this 17th day of November, 2010.

GALVESTON COUNTY

James D. Yarbrough, County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned notary public, on this day personally appeared James D. Yarborough, Galveston County Judge, the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes expressed therein, and on behalf of Galveston County.

To certify which, witness my official seal on this the 17th day of November, 2010.

SARA MARTIN
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 5-16-2012

NOTARY PUBLIC in and for the
STATE OF TEXAS

My commission expires: 5/16/12

Attest:

Mary Ann Daigle
County Clerk

APPROVED AS TO FORM

COUNTY ATTORNEY

By: Harvey Bazaman
Harvey Bazaman

Developer's Signature Page to Transportation Improvement Agreement.

AGREED TO AND ACCEPTED effective as of November 17, 2010.

GALVESTON PENINSULA PARTNERS, LP, a Texas limited partnership, acting by and through its general partner, Galveston Peninsula, LLC, a Texas limited liability company

By: _____

Joseph Gontownik, Manager

Original Developer's Signature Page to Transportation Improvement Agreement.

AGREED TO AND ACCEPTED effective as of November 17, 2010.

GRAND CAY HARBOUR, LTD., a Texas limited partnership, acting by and through its general partner, by Dollar Cay Development, Inc., a Texas corporation

By: _____
Tom W. Moughon, President

District's Signature Page to Transportation Agreement.

AGREED TO AND ACCEPTED effective as of November 17, 2010.

GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 52.

By: Martha E. Orr
Name: Martha E. Orr
Title: Vice President

Exhibit "B"
Form of Assignment

ACKNOWLEDGMENT OF AND CONSENT TO ASSIGNMENT
(Transportation Agreement)

This ACKNOWLEDGMENT OF AND CONSENT TO ASSIGNMENT (this "Consent") is given as of the ____ day of _____, 2012 by **GALVESTON COUNTY**, a political subdivision of the State of Texas ("Contract Party"), a party under that certain Transportation Improvement Agreement dated November 17, 2010 (the "Assigned Agreement"), by and among Contract Party, **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 52**, a conservation and reclamation district operating pursuant to Article XVI, Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended (for certain limited purposes) (the "District"), **GRAND CAY HARBOUR, LTD.**, a Texas limited partnership ("Grand Cay"), and **GALVESTON PENINSULA PARTNERS, LP**, a Texas limited partnership ("Assignor"), relating to the property described therein (the "Property") The Assigned Agreement is the subject of that certain Assignment of Rights (Transportation Improvement Agreement) ("Assignment"), dated October 7, 2011, between Assignor, as the assignor, and **REGIONS BANK**, an Alabama banking corporation ("Lender"), as the assignee The Assignment, among other things, secures a loan from Lender to Assignor in the maximum principal amount of **THREE MILLION THREE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($3,345,000.00)** (the "Loan") to provide financing for the development and use of all or a portion of the Property as a residential subdivision (the "Project")

Contract Party hereby consents to the execution by Assignor of the Assignment and hereby certifies to Lender and covenants and agrees with Lender as follows

1 If Lender should undertake to complete or cause the completion of the Project following the occurrence of an Event of Default (as that term is defined in the documents executed from time to time in connection with the Loan (the "Loan Documents")), then, upon written notice by Lender to Contract Party, Lender shall be entitled to exercise any and all rights and remedies of Assignor under the Assigned Agreement in accordance with the terms of the Assigned Agreement without an additional fee or consideration being payable to Contract Party other than as required under the Assigned Agreement

2 If Assignor defaults in performing any obligations under the Assigned Agreement, Contract Party shall promptly give Lender written notice thereof and Contract Party shall not exercise any of its remedies under the Assigned Agreement until Lender shall have had thirty (30) days to cure same

3 Contract Party has no claims against Assignor or any offsets against its obligations due under the Assigned Agreement There are no defaults by Assignor or Contract Party under the Assigned Agreement and Contract Party are unaware of any existing circumstances which, with the passage of time, or notice, or both, would give rise to a default by Assignor or Contract Party under the Assigned Agreement or materially impair Lender's liens and security interests in and to the Property

4 Contract Party acknowledges that Lender is obligated under the Loan Documents only to the Assignor and to no other person or entity Contract Party is executing this Consent to induce Lender to advance funds under the Loan Documents, and Contract Party understands that Lender would not do so but for Contract Party's execution and delivery of this Consent

5 A true and correct copy of the Assigned Agreement (and all amendments thereto) is attached hereto as Exhibit "A" and there are no other agreements, written or oral, between Assignor and Contract Party relating to the Property (or any portion thereof) The Assigned Agreement is valid and subsisting and is in full force and effect Contract Party will not, without the prior written consent of Lender, (i) cancel or terminate the Assigned Agreement or consent to or accept any cancellation or termination thereof, or (ii) amend or otherwise modify the Assigned Agreement

6 The Contract Party agrees that in the event any person or entity (including Lender) acquires Assignor's interest in and to the Assigned Agreement by foreclosure, deed in lieu of foreclosure or otherwise (such person or entity being herein called "New Owner"), the Assigned Agreement shall, at the option of New Owner, continue in full force and effect as a direct agreement between the Contract Party and New Owner

7 The Contract Party agrees that Lender shall have no liability to Contract Party either under the Contract, the Assignment, or otherwise, for any act or omission occurring prior to such time as Lender elects in writing to assume the future obligations of Assignor under the Assigned Agreement

8 This Consent shall be binding upon the Contract Party and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns

[*Signature Page Follows*]

EXECUTED to be effective as of the date and year first above written

Contract Party's Address for Notice Hereunder

_____
_____
_____,
or such other address as Contract Party may from time to time specify by written notice to Lender

Lender's Address for Notice Hereunder

5005 Woodway Drive, Suite 350
Houston, Texas 77056,
or such other address as Lender may from time to time specify by written notice to Contract Party

CONTRACT PARTY:

GALVESTON COUNTY,
a political subdivision of the State of Texas

By _____
Name _____
Title _____

Attest:

GALVESTON COUNTY,
a political subdivision of the State of Texas

By _____
Name _____
Title _____

Approved as to Form:

GALVESTON COUNTY,
a political subdivision of the State of Texas

By _____
Name _____
Title _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by _____, _____ of **Galveston County**, a political subdivision of the State of Texas, on behalf of the county

_____
Notary Public, State of Texas

_____
Printed or Typed Name of Notary
My Commission Expires _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by _____, _____ of **Galveston County**, a political subdivision of the State of Texas, on behalf of the county

_____
Notary Public, State of Texas

_____
Printed or Typed Name of Notary
My Commission Expires _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by _____, _____ of **Galveston County**, a political subdivision of the State of Texas, on behalf of the county

_____
Notary Public, State of Texas

_____
Printed or Typed Name of Notary
My Commission Expires _____

EXHIBIT "A"

[TO ACKNOWLEGMENT OF AND CONSENT TO ASSINGMENT]

Copy of Assigned Agreement

[To be attached or inserted]

levee along Skyline Drive between Grand Cay Harbour Boulevard and the hurricane tide gate. It has been recommended according to this report that the following repairs be made by the Developer

(i) Each bolt whether it exhibits any corrosion or not will be treated chemically with a rust inhibitor and then tar coated

(ii) As requested in the Engineer's Report, Developer agrees to cause to be performed and pay for an annual maintenance inspection performed by a third party engineer and have findings of each annual report approved by the Corps. If at any time as may be expressed in an annual maintenance report, it is determined that the wave attenuation wall's structural integrity is considered to be compromised in function due to bolt failure, the Developer will immediately replace or cause Galveston Municipal Utility District No 52 (the "**MUD**") to immediately replace the questionable bolts within a sixty (60) day period after Developer's receipt of the Engineer's Report Furthermore it is understood and agreed that the maintenance obligation of the wave attenuation wall serving the Project is not the responsibility of the County but is the responsibility of the Developer and/or the MUD Upon transfer of control of the Project to a homeowners association, the parties acknowledge and agree that such homeowners association will assume Developer's responsibility to conduct annual inspections and perform maintenance as set forth herein."

and be primarily for

and/or MUD's

Mike:

This is the only add we made for obvious reasons. There needs to be a responsible party after Developer has completed its work in the project.

But, such assumption ~~will not relieve~~ of primary responsibility will not relieve Developer and/or the MUD from their responsibilities as set forth herein.

3 The language "items (a) through (g) above" in the second sentence of the third paragraph of Section 2 is deleted and replaced with the following:

".. items (a) through (h) above "

4 The language "June 1, 2011" in the first sentence of Section 5(ii) is deleted and replaced with the following

"May 15, 2012 "

5 The following language is added as the final two (2) paragraphs of Section 2 of the Transportation Agreement.

Developer will have until May 15, 2012 to complete the Work (the "**Completion Date**") to the satisfaction of County and the Corps. Developer will use its best efforts to complete the Work by the Completion Date, provided, however, if Developer is unable to complete the Work by the Completion Date due to Force Majeure Delays, as hereinafter defined, County, acting in good faith, will allow reasonable extensions of the Completion Date, so long as Developer continues to prosecute the Work with diligence For purposes of this Subsection 2, "Force Majeure Delays" means delays caused solely and exclusively by governmental and regulatory delays, hurricanes and other adverse weather conditions, fire,

AGENDA ITEM #25

CC 1/24/12

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	1/20/12	Department	Engineering		
Renewal Contract		Orgkey:	3312312111	Object Code.	5731119
Contract Start Date	1/24/12	Vendor:	Binkley & Barfield Inc		
Contract End Date	12/28/12	Vendor No	711556	Contract No:	
Description	Professional Enineering Services for the FM 646 Project				
Contract # Issued By Purchasing:	CM12070	Requested Legal Review:	Yes ____ No X		

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
FM 646 SH 3 to FM 1764	5731119	1,424,500	1,042,002				
Totals		1,424,500	1,042,002	-	-	-	-
Total Cost.		1,042,002					

Approved By	Date	Signature
Department Head	G. M Fitzgerald	1/20/12
Assistant Purchasing Agent:	1/20/2012	Gwen A Mo[illegible]
County Legal	Harvey Bazoman	1/23/12

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is Made and Entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its county Commissioners Court, ("County") and Binkley & Barfield, Inc. ("Engineer")

Recitals

The County intends to engage the services of the Engineer to prepare the plans, specifications and estimates (PS&E) the Widening & Improving FM 646 from SH 6 to FM 1764 ("Project") in compliance with TxDOT standards and requirements, and any TxDOT requirements specific to this project

Contractual Undertakings

Section I
Employment of Engineer

The County agrees to employ the Engineer and the Engineer agrees to perform professional engineering services as stated below in connection with the Project These services will be provided for the below stated compensation to be paid to Engineer by the County

Section II
Character and Extent of Services

The Engineer shall render professional services necessary for the successful completion of plans, specifications, estimates, bid and construction phase services of the Project All services rendered by the Engineer will be performed in strict compliance with all of the provisions, terms and requirements of TxDOT as well as all existing State of Texas, TxDOT, local and Federal laws, rules and regulations

The Scope and Proposal attached hereto as Attachment "A" is also made a part of this Agreement But, if any terms of Attachment "A" conflicts with any existing State of Texas, TxDOT, local or Federal laws, rules and regulations, the State, Federal or local laws, rules and regulations control

The character and extent of services outlined above shall be considered complete upon approval by the County and TxDOTof the various drawings, data, and tasks of the Project outlined in the Scope of Services and the Proposal

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner The standard care for all professional engineering and related Services performed or furnished by Engineer and the proposal under this Agreement will be the care and skill ordinarily used by other members of Engineer's profession practicing under similar

conditions at the same time and in the same locality Engineer will re-perform any Services not meeting this standard without additional compensation

Responsibility of the Engineer

The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise any errors of deficiencies in its designs, drawings, specification and other services provided

The County's and/or TxDOT's review, approval or acceptance of, or payment for any of the services required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement The Engineer shall be and remain liable to the County for all damages to the County caused by Engineer's negligent performance of any of the services furnished under this Agreement

The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

Changes

The County may, at any time, by written order, make changes within the general scope of the Agreement in the services to be performed If such changed cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under this contract, whether or not changed by an order, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim of the Engineer for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Engineer of the notification of changes, unless the County grants a further period of time before the date of final payment under this Agreement

No services for which an additional cost or fee will be charged by the Engineer shall be furnished without prior written authorization of the County

Additional compensation for such extra services shall be as agreed to by the County and Engineer and shall not be considered as covered by the maximum amount payable under this Agreement as provided in Section V Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between the County and Engineer

Agreement Deliverables to be Provided in Hard Copy and Electronic Copy

See Attachment A

Section III
Period of Services

This Agreement shall be effective upon execution by County and the Engineer and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

The agreed upon time schedule for completion of the Project is shown in Attachment A

After execution of Agreement, Engineer shall submit a Project Time Schedule, in the form of a bar graph, to be diligently followed during performance of services It is understood by the county and the Engineer that the Engineer will make every effort to expedite completion of the Project in conformance with such schedule

Section IV
Coordination with the County

The Engineer agrees to perform the design services diligently and within the agreed upon time schedule

The Engineer shall hold periodic conferences with the County and representatives of TxDOT to the end that the Project, as perfected, shall

- have full benefit of the County's experience and knowledge of existing needs and facilities

To implement this coordination, the County shall make available to the Engineer for use in the Project all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project Engineer shall submit progress reports of project status as needed which shall include a progress Schedule in the form of a bar chart so arranged that actual progress can be shown for each time period as items of work are accomplished

Section V
Engineer's Compensation

As set forth in Attachment "A" the County shall compensate the Engineer for services performed under this Agreement in monthly installments, with each monthly installment directly proportional to the percentage of completed work

Regardless of the amount of effort required to successfully complete the services set forth here-in and in the Engineer's proposal attached hereto as Attachment "A" The maximum amount payable under this Contract is $1,042,002 00 including expenses and reimbursables The maximum amount payable may be further revised in the event of changes in extent, complexity or character of work requiring such revisions No other revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County

Payments to the Engineer for authorized services will be made by the county within 30 days upon presentation of approved monthly statements by the Engineer of such services

Section VI
Ownership of Documents

All documents including plans, specifications and estimates produced by Engineer under this Agreement belong to and remain the property of the County

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules, laws and regulations

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Open Records Act In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Open Records Act and as such, will be discussed and voted upon in a public meeting Any request made by a member of the public to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

Section VII
Dispute Resolution

If a dispute arises out of or relates to, the breach thereof and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation In the event the Engineer or the County desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated If the parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission of mediation The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County This requirement to seek mediation shall be a condition required before filing an action at law or in equity

Section VIII
Termination

The County may terminate the Agreement with or without cause, by giving to the Engineer thirty (30) days' notice in writing Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination

The County shall pay the Engineer for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County when and if this agreement is terminated

Section IX
Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts as follows·

a Workers' Compensation insurance in accordance with the Laws of the State of Texas and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease, $500,000 policy limit for Occupational Disease, and Employer's Liability of $500,000 each accident

b Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Agreementual, Agreementors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than

$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined

d Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit

e Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate

The Engineer shall, furnish certificates of insurance to the County evidencing compliance with the insurance requirements thereof Certificates shall indicate name of the Engineer, name of insurance company, policy number and terms and limits of coverage The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy or of any cancellation or non-renewal of the insurance coverage required under this Agreement The Engineer shall obtain such insurance only from such companies having a Best's rating of B+/VII

or better In addition, such companies must be licensed or approved to transact business in the State of Texas

The County shall be added as an additional insured to all policies required above, except for those policies set forth in paragraphs "a" and "e" All policies written on behalf of the Engineer shall contain a waiver of suborgation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e"

Section X
Venue and Choice of Law

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Galveston County, Texas

Section XI
Address of Notices and Communications

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address

Joel Schramm
Binkley & Barfield, Inc
1710 Seamist
Houston, Texas 77008

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be to the following address

Mark Henry, County Judge
County of Galveston
Galveston County Courthouse, 2nd Floor
Galveston, Texas 77550

Section XII
Section Captions

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents The caption does not control the meaning of any section or in any way determine its interpretation or application

Section XIII
Successors and Assigns

The County and the Engineer each binds itself and its successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement Except as above, neither the County nor the Engineer shall assign,

sublet, or transfer their interest in this Agreement without the written consent of the other Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto

Executed in three (3) counterparts (each of which is an original) on behalf of the Engineer by its Principal shown below, and on behalf of Owner by its County Judge

Galveston County

By _____
Mark Henry
County

Binkley & Barfield, Inc.

By _____
Printed Name Joel Schramm
Title Vice President

Dated: 1-24-12

Attest: _____
Dwight Sullivan
County Clerk

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

ATTACHMENT A

January 12, 2012

Mr G Michael Fitzgerald, P E
County Engineer
Galveston County
722 Moody Ave
Galveston, Texas 77550

Re FM 646 from SH 6 to FM 1764

Dear Mike

We greatly appreciate the opportunity to present this proposal to provide services for Preliminary and Final Engineering for the above referenced project The Final Engineering will include complete Plans, Specifications, and Estimate (PS&E) necessary for bidding and award of the Construction Contract all in accordance with TxDOT Standards and Requirements
The Estimated Construction Cost (not including Traffic Signals, Traffic Control and SWPPP) is **$ 11,998,229.** The Basic Service Lump Sum is **$ 664,181.96.** The Additional Services will be **$ 377,820.00** and will be performed upon your written authorization Total Services Budget is **$ 1,042,002.00** as shown on the attached Consultant Proposal Form

If you have any questions, please call me at 832-258-3761

Sincerely,
BINKLEY & BARFIELD, INC
Consulting Engineers

Joel L Schramm, P E
Vice President – Transportation

Attachments:
Consultant Proposal Form
Harris County Fee Curve
Construction Cost Estimate
Binkley & Barfield, Inc Hourly Billing Rate Schedule 2011
Traffic Control Plan Cost Estimate
Terracon Cost Estimate for Construction Materials Testing Services
AECOM Cost Estimate for Traffic Signals
GC Engineering Utility Coordination Cost Estimate
Drainage Impact Analysis and CLOMR/LOMR Preparation (cost not included in proposal)

GALVESTON COUNTY

CONSULTANT PROPOSAL FORM

Date: 01/03/12

Project/Limits: FM 646 from SH 6 to FM 1764

Scope: Preliminary and Design Phase

BASIC FEE

Contract Type.
Preliminary *(15%) Design (80%) Construction **(5%)

Construction Estimate with 15% contingency (does not include Traffic Signals, Traffic Control, SWPPP). $11,998,229.00

Percent from Engineering Curve/100% Basic Fee: 6.92 / $830,227.45

Basic Fee per this Contract: Percent 80% / $664,181.96

TOTAL FEE FOR PROJECT

Basic Fee	$664,181.96	(Lump sum)
Additional Services	$377,820.00	(Lump sum)
Total Fee	$1,042,002.00	(Lump sum)

NOTE

*15% Credit for TxDOT work
**Construction by TxDOT (not included)

ADDITIONAL SERVICES AND CHARGES

	SERVICES	BASIC COMPENSATION	DOLLAR AMOUNT
A	Alignment surveying, the preparation of an alignment map, transit control line and benchmarks. Field surveys for design, construction and other field investigations.	According to the Engineers Rates for services performed by the Engineer or actual invoice cost plus a 10 percent service charge for services performed by the Engineer's subcontractor.	$90,000
B.	Soil and foundation investigations, soil tests and analysis of test results which may be required for design or construction.	Actual invoice cost plus 10 percent service charge for services performed by the Engineer's subcontractor.	$36,610
C	Review Drainage Impact Analysis and H&H Study. Prepare CLOMR / LOMR	According to the Engineer's Rates for services performed by the Engineer, actual cost service charge for services performed by the Engineer and actual cost to reimburse necessary fees charged by jurisdictional agencies.	$73,422 (not included)
D.	Prepare a Storm Water Pollution Prevention Plan (SWPPP), including two Notices of Intent (NOI) and two Notices of Termination (NOT), and two Payment Submittal Forms or two Construction Site Notices as/if required in accordance with the current Texas Commission on Environmental Quality TPDES General Permit for storm water discharges associated with construction activities.	Fixed Price Concrete greater than 5 million ($6,500)	$6,500
E.	Traffic Control Drawings.	According to the Engineers Rates for services performed by the Engineer.	$122,307

F.	Traffic Signal Design/Modifications (as warranted).	According to the Engineers Rates for services performed by the Engineer or actual invoice cost plus a 10 percent service charge for services performed by the Engineer's subcontractor.	$59,903
G	Reimbursables including Authorized Reproduction.	According to the Engineers Rates for services performed by the Engineer.	$5,000
H	Changes in the drawings and specifications requested by the County which are outside the scope of the project, or which the County Engineer determines not to be part of services.	According to the Engineers Rates for services performed by the Engineer	*$30,000* (not included)
I.	Provide one copy of all original drawings in Auto CAD or Intergraph format on 3 ½"/1.44 MB diskettes, 100 MB Zip Disk, or CD-ROM Media. Drawings will be indexed in chronological order (by page number).	According to the Engineer's Rates for services performed by the Engineer's employees.	$2,500
J.	Utility Coordination	According to the Engineers Rates for services performed By the Engineer or actual Invoice cost plus a 10 percent Service charge for services Performed by the Engineers contractor.	$55,000
		TOTAL ADDITIONAL SERVICES & CHARGES	$377,820

TIME OF PERFORMANCE

Preliminary Phase 60 calendar days

Design Phase 280 calendar days

SUBMITTALS

The consultant shall submit the following attachments with their proposal:

1. Itemized Construction Estimate with 15% contingency (includes Traffic Signal, Traffic Control, SWPPP).
2. Consultant's Billing Rates.
3. Written Proposal from Subconsultants (including fee schedule).

HARRIS COUNTY FEE CURVE
(MARCH 2004)

CALCULATING THE BASIC FEE FOR ENGINEERING SERVICES			
1. ENTER>	Construction Cost of the project	**$**	**11,998,229.00**
	Percent From Curve		6.92%
	Total Basic Fee (100%)	$	830,277 45

INSTRUCTIONS

1. **Enter the total construction cost for the project <u>LESS</u> construction cost of items for which the Engineering Fee will be an "Additional Service" (i.e., Traffic Signals, Traffic Control, SWPPP).**

PROJECT NAME: FM 646 FROM SH 6 TO FM 1764 (1 25 MILES)

COMPANY NAME: BINKLEY & BARFIELD, INC

Bid Item No	Spec Item No	Description	Unit	Quantity	ENGINEER'S ESTIMATE Unit Price	Amount Bid
		ROADWAY ITEMS				
SITE PREPARATION AND EARTHWORK						
100		PREPARING ROW	STA	65	$ 10,000 00	$ 650,000.00
105		REMOVING STAB BASE AND ASPH PAVING	SY	23,111	$ 20 00	$ 462,220 00
110		EXCAVATION	CY	30,000	$ 13 00	$ 390,000 00
132		EMBANKMENT	CY	5,000	$ 12 00	$ 60,000 00
162		BLOCK SODDING	SY	21,938	$ 4 00	$ 87,751 11
		PUBLIC UTILITY ADJUSTMENTS	MI	1 25	$ 150,000 00	$ 187,500 00
		SUBTOTAL				**$ 1,837,471.11**
PAVING						
260		LIME	TON	702	$ 175 00	$ 122,850 00
260		LIME TRT (EXST MATL) (6")	SY	52,000	$ 6 00	$ 312,000 00
275		CEMENT	TON	702	$ 125 00	$ 87,750 00
275		CEMENT TREAT (EXIST MATL) (6")	SY	52,000	$ 1 30	$ 67,600 00
341		ACP BOND BREAKER	TON	2,145	$ 80 00	$ 171,600 00
360		10" CONC PAVEMENT	SY	48,568	$ 50 00	$ 2,428,416 67
360		CURB	LF	12,340	$ 4 50	$ 55,530 00
530		DRIVEWAYS (CONC)	SY	5,110	$ 70 00	$ 357,700 00
		SUBTOTAL				**$ 3,603,446.67**

PROJECT NAME: FM 646 FROM SH 6 TO FM 1764 (1 25 MILES)

COMPANY NAME: BINKLEY & BARFIELD, INC

Bid Item No	Spec Item No	Description	Unit	Quantity	ENGINEER'S ESTIMATE Unit Price	Amount Bid
DRAINAGE						
464		STORM SEWER SYSTEM	MI	1 25	$ 2,500,000 00	$ 3,125,000 00
464		CHANNEL OUTFALLS	LS	2	$ 150,000 00	$ 300,000 00
464		RIPRAP	SY	1,000	$ 50 00	$ 50,000 00
		SUBTOTAL				**$ 3,475,000 00**
SIGNING AND PAVEMENT MARKING						
668		PERMANENT SIGNING AND PAVEMENT MARKING	MI	1 25	$ 100,000 00	$ 125,000 00
		SUBTOTAL				**$ 125,000.00**
STORM WATER POLLUTION PREVENTION PLAN						
506		SW3P	STA	65 00	$ 5,000 00	$ 325,000 00
		SUBTOTAL				**$ 325,000.00**
BRIDGE						
434		BRIDGE OVER HIGHLAND BAYOU	SF	14,231	$ 75 00	$ 1,067,325 00
		SUBTOTAL				**$ 1,067,325.00**
ITEMS NOT INCLUDED IN ENGINEERING FEE CALCULATION						
TRAFFIC SIGNALS						
680		NEW SIGNALS (SH 6 AND 6TH STREET)	LS	2	$ 180,000 00	$ 360,000 00
680		SIGNAL MODIFICATION (FM 1764)	LS	1	$ 100,000 00	$ 100,000 00
		SUBTOTAL				**$ 460,000.00**
TEMPORARY TRAFFIC CONTROL						
502		TRAFFIC CONTROL	MO	12	$ 4,000 00	$ 48,000 00
508		DETOUR PAVEMENT & TEMP DRVWYS	MI	1 25	$ 50,000 00	$ 62,500 00
512		TEMPORARY LOW PROFILE BARRIER (PLACE, MOVE, REMOVE)	LF	6,500 0	$ 30 00	$ 195,000 00
662		TEMPORARY PAVEMENT MARKING	MI	1 25	$ 75,000 00	$ 93,750 00
		SUBTOTAL				**$ 399,250.00**

PROJECT NAME: FM 646 FROM SH 6 TO FM 1764 (1 25 MILES)

COMPANY NAME: BINKLEY & BARFIELD, INC

Bid Item No	Spec Item No	Description	Unit	Quantity	ENGINEER'S ESTIMATE Unit Price	Amount Bid
		PROJECT TOTALS				
		TOTAL				**$ 11,292,492.78**
		CONTINGENCY (15%)				**$ 1,693,873.92**
		TOTAL				**$ 12,986,366.69**

PROJECT NAME: FM 646 FROM SH 6 TO FM 1764 (1 25 MILES)

COMPANY NAME: BINKLEY & BARFIELD, INC

Bid Item No	Spec Item No	Description	Unit	Quantity	ENGINEER'S ESTIMATE Unit Price	Amount Bid
		ENGINEERING FEE CALCULATION				
		TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE				**$ 11,292,492.78**
		TRAFFIC SIGNALS, TRAFFIC CONTROL				**$ 859,250.00**
		TOTAL COST (ROADWAY MINUS TRAFFIC SIGNALS,				**$ 10,433,242.78**
		CONTINGENCY (15%)				**$ 1,564,986.42**
		ESTIMATE TO BE USED IN HARRIS COUNTY FEE CURVE				**$ 11,998,229.19**

FM 646 from SH 6 to FM 1764
Traffic Control Plan

Task	Classification							Sheets	Cost
	Principal $230	PM $175	Proj Eng $128	Grad Eng $85	Sr CADD $115	CADD $89	Clerical $62		
Advance Warning Signs		2	4	10	1	12		2	*$5,790*
Construction Sequence Schematic	2	2	12	8	1	14	4	2	*$9,270*
Phase One Typical Sections		2	12	8	2	12		1	*$3,864*
Phase One Layouts		2	6	10	2	15		6	*$21,198*
Phase Two Typical Sections		2	12	8	2	12		1	*$3,864*
Phase Two Layouts		2	6	10	2	14		6	*$20,664*
Phase Three Typical Sections		2	12	8	2	13		1	*$3,953*
Phase Three Layouts		2	6	10	2	15		6	*$21,198*
SH 6 Intersection		2	12	8	1	14		2	*$7,854*
6th Street Intersection		2	12	8	1	14		2	*$7,854*
FM 1764 Intersection		2	12	8	1	14		2	*$7,854*
Standards		1	1	8	1	10	4	4	*$8,944*
Total	*2*	*23*	*107*	*104*	*18*	*159*	*8*	*35*	***$122,307***

Terracon

December 15, 2011

Binkley and Barfield, Inc
1710 Seamist Drive
Houston, Texas 77008

Attn Mr Joel Schramm, P E
P 713-869-3433
E jls@binkleybarfield com

RE Cost Estimate for Geotechnical Engineering Services
Reconstruction of FM 646
From State Highway 6 to FM 1764
Galveston County, Texas
Terracon Document No P91110190

Dear Mr Schramm

Terracon Consultants, Inc (Terracon) understands we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services

1.0 PROJECT INFORMATION

This project involves the proposed reconstruction of FM 646 from State Highway 6 to FM 1764 in Galveston County, Texas The proposed reconstruction section of FM 646 begins at its intersection with State Highway (SH) 6 and extends approximately 7,000 linear feet north to FM 1764 The existing FM 646 Roadway section between SH 6 and FM 1764 is a two-lane asphaltic concrete roadway with a bridge culvert over Highland Bayou

We understand the proposed reconstruction is planned to consist of a four-lane continuously reinforced concrete pavement (CRCP) with a 14-foot median lane We understand that the proposed CRCP pavements will be designed by TxDOT

The proposed reconstruction will also include a bridge over Highland Bayou We understand the bridge foundations will be designed in accordance with TxDOT design guidelines In addition, we understand that modifications are planned to be made to the sideslopes of existing Highland Bayou near the proposed bridge location Therefore, slope stability analysis is planned to be included as part of our scope of services In addition, grain size distribution curves with D50 values will also be provided

Storm sewers are also planned to be constructed for this project The proposed storm sewers are planned to be open excavated with a maximum invert depth of about 10 feet

Please let us know if Terracon's understanding of the project is inaccurate or incomplete, so we can revise the project details, assumptions, scope of services and associated fees accordingly

2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is provided in the following paragraphs

Field Program The field program is planned to consist of drilling sixteen test borings to depths ranging from about 15 to 80 feet along the proposed reconstruction section of FM 646 Borings may be advanced through the existing pavement As discussed, the borings are planned to be spaced at approximately 500 feet, except for the bridge foundations Based on the information provided to us, the boring schedule is planned to be as follows

Boring Nos.	Depth of Borings, feet	Drilling Footage, feet
B-1 thru B-8 and B-11 thru B-16	20	280
B-9 and B-10	80	160
Planned Total Drilling Footage		**440**

The borings will be located by measuring distances from existing street and/or property corners shown on the drawings provided to us Therefore, the layout of the borings and test locations will be approximate Boring depths will be measured from existing grades We understand that survey information such as station, offset, surface elevations will be provided to us

Lane closures and traffic control will also be required for borings planned for this project Terracon will hire a subconsultant to prepare the necessary documentation for lane closure from the governing agencies and also develop/maintain a traffic control plan for the borings located along FM 646 Traffic control may require a policeman and/or flagmen, signaling devices, barricades, and cones Terracon's scope of services includes five days of traffic control The cost associated for additional traffic control is discussed in the **"3.0 COMPENSATION"** section of this document

In addition to the borings, we plan to install four 2-inch diameter piezometers to depths of about 20 feet within borings drilled for this project to observe groundwater levels We plan to observe water levels in the piezometers at about 24-hours, 7 days, and 30 days After our groundwater observations, the piezometers are planned to be abandoned in place Maintenance of the piezometers and groundwater readings beyond 30 days are outside of our scope of services

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers The drilling rig will be equipped to drill using both dry-auger and wet-rotary techniques During drilling, the TxDOT cone penetrometer tests will be performed on 5-foot intervals throughout the depth of the exploratory borings Test samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory After completion, the borings not converted to piezometers will be backfilled with cement grout or bentonite chips The surface of the borings located in existing pavement areas (if any) will be patched with asphaltic concrete

We plan to use truck-mounted drilling equipment to access the boring locations This scope assumes that the site can be accessed during normal business hours (Monday through Friday from 8 00 AM to 5 00 PM) and does not include services associated with surveying of boring locations, clearing of pathways, locating of underground utilities, or use of equipment for soft or wet surface conditions If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary

Terracon will notify Texas811, a utility location service, to locate utilities within dedicated public easements If utilities are known to exist along the project alignment, Terracon should be provided the opportunity to review utility plans to avoid the existing lines Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located

Laboratory Testing The sample classifications will be reviewed by a Geotechnical Engineer in the laboratory and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed The testing program could include moisture contents, unit dry weights, Atterberg limits, unconfined compression tests, unconsolidated-undrained triaxial tests, and grain size analyses

Geotechnical Engineering Report The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas Based on the results of our evaluation, one draft geotechnical engineering report will be submitted which will include the results of the testing performed and provides Drilling Logs generated using TxDOT's Wincore software and a Boring Location Plan The draft report will also provide geotechnical engineering recommendations, which will address the following

- Site and subgrade preparation,
- Foundation design and construction for the bridge over Highland Bayou,
- Slope stability analysis,
- Groundwater control and excavations,
- Storm sewer construction considerations, and
- Uplift and lateral earth pressures

The report will also provide skin friction tables and design capacity curves for driven piles and drilled shaft foundations using TxDOT's Wincore software We will finalize the report once the draft report has been reviewed by TxDOT and the review comments have been provided to Terracon

Our scope of services does not include lateral load analyses for any foundations associated with this project If requested, we would be glad to provide a cost estimate for such analyses

Schedule We plan to initiate requests for lane closures and drilling permits following authorization to proceed Once site access is provided and we are authorized to begin drilling, we anticipate that drilling will take approximately 4 to 5 working days to complete

We anticipate that the laboratory testing program will be completed within about two weeks after the completion of drilling If requested, draft boring logs and preliminary design information can be provided soon after completion of laboratory testing The draft report is planned to be submitted about three weeks after completion of laboratory testing Assuming nominal comments on the draft report, we estimate the final geotechnical engineering report will take approximately two weeks to complete after we are provided all comments

3.0 COMPENSATION

For the scope of work consisting of a total drilling footage of 440 feet, laboratory testing, and a report as outlined in this document, we estimate the following total costs The cost of our services will not exceed this estimate unless the scope of services is modified with the approval of the client

Task	Cost Estimate
Field Program	$16,860 00
Laboratory Testing	$4,448 00
Engineering Analysis & Report	$6,174 00
Traffic Control & Permitting	$5,800 00
Total Not to Exceed Cost	**$33,282.00**

Additional consultation (such as attendance on project meetings, conference calls, engineering analyses, review of project documents, etc) requested will be performed on a time-and-material basis The fee to provide additional consultation services will be invoiced in accordance with the attached unit rates in concurrence with your approval Any project and/or scope changes requiring additional or revised analyses will also incur additional charges We will provide you an estimate of additional charges for authorization prior to executing the scope changes

4.0 AUTHORIZATION

Environmental Considerations In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the client informs Terracon of known or suspected environmental conditions at or adjacent to the site If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the initiation of geotechnical field services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services

Agreement for Services The work will be performed under a mutually agreed upon client's Agreement for Professional Services which will be signed once the budget estimate is accepted, and upon completion of review by our legal department

We appreciate the opportunity to provide this scope of services and look forward to working with you on this project

Sincerely,
Terracon Consultants, Inc.
(Terracon Registration No F-3272)

Ather Mohiuddin, P E
Geotechnical Manager

Brandon K. Smith, P.E
Project Manager

Todd E. Swoboda, P.E.
Geotechnical Services Manager

Attachment Details of Cost Estimate
Proposed Boring Plan

Cost Estimate for Geotechnical Engineering Services
Reconstruction FM 646 – From SH 6 to FM 1764 ■ Galveston County, Texas
December 15, 2011 ■ Terracon Document No P91110190

Terracon

Details of Cost Estimate

Item	Description	Quantity	Unit	Rate	Amount
Field Program					
1	Drilling Rig Mobilization	1	each	$300 00	$300 00
2	Drill and Sample, 0 - 50 feet	380	feet	$16 00	$6,080 00
3	Drill and Sample, 50 – 100 feet	60	feet	$18 00	$1,080 00
4	Asphaltic concrete coring/patching (if needed)	10	each	$100 00	$1,000 00
5	Grouting Borings	440	feet	$5 00	$2,200 00
6	THD Cone Penetration	88	each	$23 00	$2,024 00
7	Piezometer Installation	80	feet	$20 00	$1,600 00
8	Technician (logging)	30	hrs	$50 00	$1,500 00
9	Technician (Piezometer Readings)	10	hrs	$50 00	$500 00
10	Project Engineer (Field Coordination)	6	hrs	$96 00	$576 00
				Sub-total for Field Exploration	**$16,860 00**
Laboratory Testing					
1	Liquid and Plastic Limits	30	each	$53 00	$1,590 00
2	Unconsolidated Undrained Triaxial	8	each	$54 00	$432 00
3	Unconfined Compressive Strength	30	each	$39 00	$1,170 00
4	Moisture Content	30	each	$8 00	$240 00
5	Percent finer than the No 200 Sieve	20	each	$41 00	$820 00
6	Sieve Analyses – D50 values	4	each	$49 00	$196 00
				Sub-total for Laboratory Testing	**$4,448 00**
Engineering Analysis & Report					
1	Principal Engineer	6	hrs	$167 00	$1,002 00
2	Project Engineer	50	hrs	$96 00	$4,800 00
3	Drafting/CAD	4	hrs	$57 00	$228 00
4	Clerical	4	hrs	$36 00	$144 00
				Sub-total for Engineering Report	**$6,174 00**
Traffic Control and Permitting					**$5,800.00**
				Total Not to Exceed Cost	**$33,282 00**

Google

AECOM

AECOM
5757 Woodway Suite [illegible]
Houston Texas [illegible]
www.aecom.com

713 [illegible] 4123 tel
713 267 3295 fax

December 14 2011

Binkley & Barfield Inc
1710 Seamist Drive
Houston TX 77008

Attention Joel Schramm, P E

Subject Traffic Signal Design Services
FM 646 from SH 6 to FM 1764

Dear Mr Schramm

AECOM Technical Services, Inc , is very pleased to submit this proposal to provide professional traffic engineering design services for the subject project

Please see attached scope of services and fee schedule

Our estimate to complete the work listed in the scope is $54 457 05 according to the fee schedule

If you have any questions or require additional information please contact me 713-267 2881

Sincerely

Craig Hester PE
Vice President

Traffic Signal Design Services

AECOM Technical Services Inc shall provide traffic signal design as defined below in the general scope of work for the following locations

Locations

- SH 6 at FM 646
- FM 646 at 6th St
- FM 646 at FM 1764

Scope of Work
The intersections listed above shall be designed to the State s 2004 Specification

1 **Site Visit / Survey Verification**

a A site visit shall be performed for each intersection listed above to verify survey information take pictures and make note of any adjustments that need to be made as well as identifying potential design constraints

2 **Layout Sheets**

a Index of Sheets (Coordination Only)

i Provide list of sheets to be included as part of the overall index sheet

b Basis of Estimate (Traffic Signal Summary Sheet)

i Calculate all quantities for bid items related to traffic signal plans
ii List of bid items
iii Bid item quantities
iv Specification item number
v Pay item description and unit of measure

c Existing Condition Diagram (1" = 40')

i Highway and intersection design features
ii Roadside developments
iii Existing traffic control
iv Roadway illumination

d Traffic Signal Plan Layouts (1" = 40')

i Existing traffic control that will remain (signs and markings)
ii Existing utilities
iii Proposed highway improvements
iv Proposed highway installation
v Proposed additional traffic controls
vi Proposed illumination attached to signal poles
vii This task does NOT include traffic signal phasing
viii This task does NOT include traffic signal timings

Below is a summary of the design elements that shall be provided for each intersection

SH 6 at FM 646

Full traffic signal redesign

Mast arm pole design
Mast arm pole foundations
New electrical service
Ground boxes
Vehicle and pedestrian signal heads
New traffic signal cabinet with controller
Loop detection for all approaches
Accessible pedestrian signals for all applicable directions
With existing span wire traffic signal installation currently at this intersection a temporary traffic signal is NOT required during construction
Traffic signs as per the Texas Manual on Uniform Traffic Control Devices (TMUTCD)

FM 646 at 6th St

Full traffic signal redesign
Mast arm pole design
Mast arm pole foundations
New electrical service
Ground boxes
Vehicle and pedestrian signal heads
New traffic signal cabinet with controller
Loop detection for all approaches
Accessible pedestrian signals for all applicable directions
Appropriate notes will be added to ensure that the existing railroad interconnect remains intact to be used with the proposed traffic signal
With existing span wire traffic signal installation currently at this intersection a temporary traffic signal is NOT required during construction
Traffic signs as per the Texas Manual on Uniform Traffic Control Devices (TMUTCD)

FM 646 at FM 1764

Traffic signal modification only
Install new loop detectors
Accessible pedestrian signals for all applicable directions
Installing missing signal head back plates (if applicable)
Providing new 'Left Turn Signal' signs to be mounted on the span wire adjacent to the left turn signal heads on all approaches and removing existing signs currently installed below the left turn signals
Providing new overhead street name signs (upper and lower case)

e Legend for Plan Layout

i Electrical schedule
ii Vehicle detection table
iii Street name sign design

f Typical Traffic Signal Elevation

i Include one typical traffic signal elevation for FM 646 at FM 1764

g General Notes

i Include applicable general notes from TxDOT Houston District master list

h Traffic Signal Notes

i Include applicable permanent traffic signal notes from TxDOT Houston District master list

i Applicable TxDOT Standards

i Traffic signal details (Houston District and Statewide)
ii Electrical details
iii Traffic signal installation typical details

3 **General**

a Confirmation of Power

i The proposed power location for each intersection shall be identified and followed up by coordination with Centerpoint Energy to confirm the power location A letter shall be obtained from Centerpoint Energy documenting their acceptance to the power source

b Coordination with Railroad

i Coordinate with appropriate railroad agency to keep them involved in the improvements to the intersection of SH 6 at FM 646
ii Add any special notes to the plans as preferred by the appropriate railroad agency
iii This task does NOT include modifications to existing railroad signal timings
iv This task does NOT include modifications to existing traffic signal timings
v This task does NOT include any railroad signal modifications
vi This task does NOT include the creation of any railroad preemption forms

c Coordination with Signing and Pavement Marking Designer

i Coordinate with signing and pavement marking designer on the project to ensure that the proposed signs and pavement markings will function properly with proposed pedestrian signals and pushbuttons

d Coordination with Pedestrian Access Pad / Pedestrian Curb Ramp Designer

i Coordinate with pedestrian access pad / pedestrian curb ramp designer on the project to ensure that the proposed pedestrian access pads and/or pedestrian curb ramps will function properly with proposed pedestrian signals and pushbuttons

e Traffic Signal Construction Estimate

i Develop construction cost estimate based on quantities and average low bid unit prices

4 **Deliverable**

a One set of mylar prints signed and sealed by a Licensed Engineer in the State of Texas

b Two sets of bond prints

c Construction estimate

d CD of all sheets in an electronic format

PROJECT FM 646

DESCRIPTION Traffic Signal Design

Task Description	Sheets	Project Director Hours	Project Manager Hours	Design Engineer Hours	Graduate Engineer Hours	CADD Operator Hours	Clerical Hours	Total Hours
Kickoff Meeting	0	3	3					6
Design Meeting for Each Submittal (60% 90% 100%)	0	8	8					16
Project Management	0	6	12				6	24
Site Visit/Survey Verification (3 Intersections)	0			8	8			16
Index of Sheets Coordination with Binkley & Barfield	0			2	4			6
Basis of Estimate (Traffic Signal Summary Sheet 3 Intersections)	1		2	8	16	8		34
Existing Condition Diagram SH 6 at FM 646	1	1	1	1	2	6		11
Existing Condition Diagram FM 646 at 6th St	1	1	1	1	2	6		11
Existing Condition Diagram FM 646 at FM 1764	1	1	1	1	2	6		11
Traffic Signal Plan Layout (Mast Arm SH 6 at FM 646	1	1	2	8	16	28		55
Traffic Signal Plan Layout (Mast Arm FM 646 at 6th St	1	1	2	8	16	28		55
Traffic Signal Modification Layout (Loop Detectors Accessible Pedestrian Signals) FM 646 at FM 1764	1	1	2	4	12	24		43
Legend for Plan Layout (Electrical Schedule Sign Design) - SH 6 at FM 646	1		1	4	8	16		29
Legend for Plan Layout (Electrical Schedule Sign Design) - FM 646 at 6th St	1		1	4	8	16		29
Legend for Plan Layout (Electrical Schedule Sign Design) - FM 646 at FM 1764	1		1	3	5	8		17
Typical Traffic Signal Elevation (Span Wire - FM 646 at FM 1764)	1	1	1	2	2	1		10
General Notes (3 Intersections)	2		1	2	1	6		13
Traffic Signal Notes (3 Intersections)	1		1	2	4	6		13
Applicable TxDOT Standards (Traffic Signal)	30		2	2	4	8		16
Confirmation of Power (for New Electrical Service - 2 Intersections)	0		4					4
Coordination with Railroad	0	4	8					12
Coordination with Signing and Pavement Marking Designer	0		4	8				12
Coordination with Pedestrian Access Pad / Pedestrian Curb Ramp Designer	0		4	8				12
Traffic Signal Construction Estimate	0			3	6			9
Totals	44	28	62	79	119	170	6	464

DESCRIPTION	Project Director $75 00/HR	Project Manager $53 00/HR	Design Engineer $41 00/HR	Graduate Engineer $30 00/HR	CADD Operator $28 00/HR	Clerical $22 00/HR	Total Direct Cost
DIRECT COST	$2 100 00	$3 286 00	$3 239 00	$3 570 00	$4 760 00	$132 00	$17 087 00

Direct Labor	$17 087 00
Labor Burden (= 1)	$36 737 05
TOTAL LABOR	$53 824 05
MILEAGE (Site visit meetings with TxDOT Galveston County Binkley and Barfield)	$433 00
REPRODUCTION	$200 00
TOTAL NONLABOR	$633 00
TOTAL COST	$54 457 05

Comments
See attached scope of work

AECOM
5757 Woodway Suite 101 West
Houston TX 77057-1599
T 713 780 4100 F 713 267 3296
www.aecom.com

FM 616 Traffic Signal Design schedule

Task Name	Duration (Days)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
60 % Design	20 Days	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
TxDOT 60% Review	20 Days																				
90 % Design	10 Days																				
TxDOT 90% Review	10 Days																				
Final Design	10 Days																				
Total	70 Days																				

Task Name	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
60 % Design																				
TxDOT 60% Review	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
90 % Design																				
TxDOT 90% Review																				
Final Design																				
Total																				

Task Name	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
60 % Design																				
TxDOT 60% Review																				
90 % Design	1	2	3	4	5	6	7	8	9	10										
TxDOT 90% Review											1	2	3	4	5	6	7	8	9	10
Final Design																				
Total																				

Task Name	61	62	63	64	65	66	67	68	69	70
60 % Design										
TxDOT 60% Review										
90 % Design										
TxDOT 90% Review										
Final Design	1	2	3	4	5	6	7	8	9	10
Total										

(NOT INCLUDED IN COST PROPOSAL)

ADDITIONAL SERVICES FOR FM 646 DRAINAGE

The "Drainage Impact Analysis for Proposed Improvements to FM 646 from SH 6 to FM 1746" was completed in January 2004 (Drainage Report). The proposed FM 646 bridge structure over Highland Bayou was not included in the impact analysis Since the Drainage Report proposed lowering the existing flowline of Highland Bayou 2 to 6 feet and widening the channel bottom width range by 5 to 25 feet, a Condition Letter of Map Revision (CLOMR) is generally required by FEMA Therefore, a CLOMR is recommended to update the hydraulic model to include the proposed FM 646 bridge structure over Highland Bayou, and to satisfy the FEMA requirement. In addition, a Letter of Map Revision (LOMR) prepared with as-built plans must submit to FEMA for final approval after construction of the FM 646 improvements

SERVICES FOR CLOMR ($35,214)

Prepare a Conditional Letter of Map Revision (CLOMR) in accordance with the regulations of FEMA and the local government regulations, ordinances or guidelines for floodplain management. The CLOMR will include, but not be limited to, hydraulic models for the proposed channel modifications and FM 646 bridge over Highland Bayou, revised floodway and floodplain map, CLOMR submittal forms to FEMA, a narrative report, and coordination with FEMA and local floodplain administrator See Attachment A for itemized tasks and associated costs

SERVICES FOR LOMR ($38,208)

Prepare a Letter of Map Revision (LOMR) in accordance with the regulations of FEMA and the local government regulations, ordinances or guidelines for floodplain management The LOMR will include, but not be limited to, hydraulic models for the as-built channel and FM 646 Bridge over Highland Bayou, revised floodway and floodplain map, LOMR submittal forms to FEMA, a narrative report, and coordination with FEMA and local floodplain administrator See Attachment B for itemized tasks and associated costs

ATTACHMENT A COST ESTIMATE OF CLOMR FOR FM 646 FROM SH 6 to FM 1764
(NOT INCLUDED)

Task No	Task Description	Hourly Rate									
		Princ /Sr PM		Proj Eng		Designer/CADD		Grad Eng		Secretarial	
		$175		$128		$89		$85		$62	
		Hour	Cost	Hour	Cost	Hour	Cost	Hour	Cost	Hour	Cost
1*	Hydraulic Analysis	6	$1,050	68	$8,704			68	$5,780		
2	Floodway and Floodplain Mapping			8	$1,024	8	$712	16	$1,360		
3	Preparation of FEMA Application Forms			8	$1,024			12	$1,020		
3	Preparation of Narrotive Report	4	$700	16	$2,048	16	$1,424	24	$2,040	16	$992
4	QA/QC	4	$700	4	$512						
5	Coordination with FEMA	4	$700	8	$1,024						
Sub-total		18	$3,150	112	$14,336	24	$2,136	120	$10,200	16	$992
Total Manhours		**290**									
Direct Expenses (FEMA Review and Proceesing Fee)		**$4,400**									
Total Cost		**$35,214**									

* See Attachment A-1 for details

ATTACHMENT A-1 COST ESTIMATE FOR CLOMR TASK 1 HYDRAULIC MODELING (NOT INCLUDED)

Task No	Sub-Task Description	Hourly Rate					
		Princ /Sr PM		Proj Eng		Grad Eng	
		$175		$128		$85	
		Hour	Cost	Hour	Cost	Hour	Cost
1a	Request and Review Models, Visit Site, and Collect Other Relevant Data			8	$1,024	8	$680
1b	Develop Correct Effective Model	2	$350	12	$1,536	12	$1,020
1c	Develop Existing Condition Model			8	$1,024	8	$680
1d	Develop Post-Poject Model	2	$350	20	$2,560	16	$1,360
1e	Perform CHECK-RAS Review for FEMA, Corrected, Pre-project and Post-project Models	2	$350	12	$1,536	12	$1,020
1f	Perform Floodplain and Floodway modeling			8	$1,024	12	$1,020
Sub-total		6	$1,050	68	$8,704	68	$5,780
Total Manhours		142					
Total Cost		$15,534					

ATTACHMENT B COST ESTIMATE OF LOMR FOR FM 646 FROM SH 6 to FM 1764
(NOT INCLUDED)

Task No	Task Description	Hourly Rate									
		Princ /Sr PM		Proj Eng		Designer/CADD		Grad Eng		Secretarial	
		$175		$128		$89		$85		$62	
		Hour	Cost	Hour	Cost	Hour	Cost	Hour	Cost	Hour	Cost
1*	Hydraulic Analysis	6	$1,050	72	$9,216			68	$5,780		
2	Floodway and Floodplain Mapping			12	$1,536	12	$1,068	12	$1,020		
3	Preparation of FEMA Application Forms	2	$350	8	$1,024			8	$680		
3	Preparation of Narrative Report	4	$700	24	$3,072	16	$1,424	16	$1,360	16	$992
4	QA/QC	4	$700	4	$512						
5	Coordination with FEMA	8	$1,400	8	$1,024						
Sub-total		24	$4,200	128	$16,384	28	$2,492	104	$8,840	16	$992
Total Manhours		**300**									
Direct Expenses (FEMA Review and Proceesing Fee)		**$5,300**									
Total Cost		**$38,208**									

* See Attachment B-1 for details

ATTACHMENT B-1 COST ESTIMATE FOR LOMR TASK 1 HYDRAULIC MODELING (NOT INCLUDED)

Task No	Sub-Task Description	Hourly Rate					
		Princ /Sr PM		Proj Eng		Grad Eng	
		$175		$128		$85	
		Hour	Cost	Hour	Cost	Hour	Cost
1a	Request and Review Models, Visit Site, and Collect Other Relevant Data			8	$1,024	8	$680
1b	Develop Correct Effective Model	2	$350	16	$2 048	8	$680
1c	Develop Existing Condition Model	2	$350	8	$1 024	8	$680
1d	Develop Post-Poject Model	2	$350	24	$3,072	12	$1,020
1e	Perform CHECK-RAS Review for FEMA, Corrected, Pre-project and Post-project Models			8	$1,024	16	$1,360
1f	Perform Floodplain and Floodway modeling			8	$1,024	16	$1,360
Sub-total		6	$1,050	72	$9,216	68	$5,780
Total Manhours		146					
Total Cost		$16,046					

GC Engineering, Inc.
2505 Park Avenue, Pearland, Texas 77581
Phone (281) 412 7008, Fax (281) 412 4623
www gc engineering com

January 12, 2012

Mr Tommy V Cromer, P E
Binkley Barfield Consulting Engineers
1710 Seamist Drive
Houston, TX 77008

RE: Utility Coordination for FM-646 widening from SH-6 to FM-1764, Galveston County, Texas.
GCE Proposal No: 11-054

Dear Mr Cromer

Per your request on January 3, 2012, please find the following revised cost proposal for the above project

Project Description

Located in Galveston County, Texas, the proposed project is comprised of widening of approximately 1 3-mile section of FM-646 between FM-1764 and SH-6 Galveston County (Client) requested that GC Engineering, Inc (GCE) prepare a scope of work to perform utility coordination for this project GCE will serve as a Subconsultant to the proposed project's PS&E Designer, Binkley & Barfield Consulting Engineers (BBI)

GCE personnel performed a brief site visit on December 1, 2011 to observe the present site conditions within the project corridor The following was observed,

1. The existing roadway is approximately 1 3 miles in length within the project limits and consists of a 2-lane open ditch section, approximately 20-30 feet wide
2. Numerous overhead and underground utilities appear to exist within project limits including gas, water, electric, telephone, cable, etc
3. Based on the surface markers, a gas pipeline owned by Houston Pipeline Company (HPL) crosses FM-646 to the south of existing channel located at Avenue M intersection
4. Sanitary sewer is located on the west side of FM-646 and to the west of existing roadside ditch
5. Intersections at FM-1764, 6th Street and SH-6 are signalized intersections

It is understood that the proposed ROW will vary from 100 feet to 120 feet within the project limits Proposed widening will consist of widening of the existing roadway to a 4-lane roadway (two, 12-foot wide lanes in each direction) with curb and gutter with 8' wide Continuous Two-Way Left Turn Lane (CTWLTL) It is also understood that the ROW acquisition for the proposed project will be performed by the Texas Department of Transportation (TxDOT)

GCE's services will include; identification of utility conflicts, utility coordination, compliance with TxDOT's Utility Accommodation Rules (UAR), and resolution of utility conflicts within the project limits. GCE will coordinate activities with BBI, and TxDOT to facilitate orderly progress and timely completion of the TxDOT's design phase

GCE will render the following professional services to the Client in connection with the development of the proposed project

Task A Data Collection/ Site Reconnaissance/ Field Survey

It is understood that the survey work for the project will be performed by the project surveyor, Edminister, Hinshaw, Russ & Associates (EHRA) under a separate contract agreement with BBI

GCE will obtain available information for the project area, which may include the following

- Available as-built plans for existing utilities
- Obtain and review roadway design drawings and other related documents prepared for the project from BBI.
- Obtain the project survey prepared by EHRA from BBI.

Upon receipt of the available information, a site visit will be performed to identify visible existing utilities within the project corridor The information gathered will be reviewed and compiled

Upon receipt of the project survey from BBI, GCE will provide BBI with additional utility information that may be necessary to fulfill GCE's project tasks

Task B Utility Layout

GCE will prepare a Utility layout (90% completion level) in the latest version of Microstation used by TxDOT and submit to BBI GCE will utilize the existing utility information shown on the project survey and the proposed roadway design drawings provided by BBI (90% plans) to prepare the utility layout

The layout will include existing utilities which are to remain in place or be abandoned, and utilities to be adjusted Utility Layout will be prepared on full-size sheets (22"x 34" size) at 1"=100' scale To encompass the limits of work within the project corridor, it will require approximately 4 sheets (approximately 2,000 linear feet per sheet).

Task C **Conduct a Utility Coordination Meeting with Utility Companies, BBI and TxDOT to facilitate utility conflict identification and resolution**

GCE will conduct one (1) coordination meeting with the utility companies, BBI and TxDOT GCE will distribute GCE's 90% Utility Layout among these utility companies. This meeting will be conducted to discuss the proposed utilities for the FM-646 Widening project provided by BBI and existing utility conflicts to the proposed project GCE will prepare and submit meeting minutes to BBI and TxDOT

Task D **Review of Proposed Utility Adjustments by Utility Companies and TxDOT**

1. GCE's P E will evaluate the proposed changes to GCE's 90% utility layout by TxDOT and utility companies and coordinate these proposed changes with BBI The proposed changes to utilities will be reviewed for compliance with Utility Accommodation Rules The responsibility for quality and accuracy of Utility Adjustment plans will remain with the utility companies

2 Upon concurrence and acceptance from BBI on the proposed utility adjustments by TxDOT and utility companies, GCE's P.E will review the utility adjustment estimates prepared by affected utility companies

Task E **Prepare Signed and Sealed Final Proposed Utility Layout**

GCE will prepare Final Utility Layout plans (100% plans) in the latest version of MicroStation used by TxDOT that can be overlaid on the project's base file with drainage to be provided by others Final Utility Layout will include the proposed changes to GCE's 90% Utility Layout by TxDOT and utility companies which would be in conformance with BBI's final design for the project. GCE will deliver one full size (22"x34") set of signed and sealed final Utility Layout to BBI

Task F **Submission of Utility Agreement Assemblies**

GCE will render the following services in connection with this task,

1 GCE will submit the required number of executed copies of the Utility Agreement assemblies (to be prepared by others) which will include the appropriate forms as detailed in the UAR and supplied by TxDOT

2 GCE will submit six copies of the recorded easement deed, plans, and estimate to TxDOT with a transmittal letter recommending approval from TxDOT

The transmittal letter will also provide a description of the work being done as well as the estimated cost by affected utility companies and schedule of work GCE will not perform engineering design of relocation plans relative to any particular Utility Agreement under this contract as this is a cost of Right of Way that is subsidiary to the specific Utility Agreement

Project Cost

The work described in the above scope tasks will be performed at an estimated lump sum fixed cost of $50,000.

Reimbursable expenses including those for reproduction, delivery, etc will be billed separately at cost

Direct labor for any authorized additional services will be billed on a time and material basis at the following hourly rates

Principal-in-Charge	$205
Project Manager	$185
Project Engineer	$170
Civil Engineer	$110
CADD Technician	$75
Clerical	$60

ASSUMPTIONS

1. BBI will provide available plans and other information pertaining to the site including site survey in microstation format
2. It was assumed that GCE's Utility Layout (under Task B) will be prepared based on BBI's road design plans at 90% completion level and Final Signed and Sealed Utility Layout (under Task E) will be based on BBI's road design plans at 100% completion level
3. BBI will provide copies of the deeds for the current owners of the subject tract and all adjoining landowners and easements affecting the subject tract.
4. GCE's scope does not include any utility relocation designs
5. It is anticipated that GCE will provide utility coordination and assembling of Utility Agreements (to be prepared by others) for up to six (6) types of utilities These utilities may include, Electric (CenterPoint Energy), telephone (AT&T), cable (Comcast), gas (Texas Gas Services), Houston Pipeline Company pipeline, and water & sewer (Galveston WCID No 8)
6. Modifications to the scope of work presented above or additional work deemed necessary shall be performed as out of scope services
7. Fees including plan review and permitting required by utility companies, if any, will be paid directly by the Client
8. Extra work resulting from design changes subsequent to performance of the scope of services included in this proposal shall be provided as out of scope services

We appreciate the opportunity to be of service to you and look forward to working with you If you have any questions or need more information, please contact me at (281) 412-7008 Ext 104

Sincerely,
GC ENGINEERING, INC.

A Mahéndra Rodrigo, P E.
Principal

AGENDA ITEM #26

LEXON
INSURANCE
COMPANY

256 Jackson Meadows Drive
Hermitage, TN 37076
phone (615)250-3040
fax (615) 250-3044

BOND RIDER

To be attached to and form a part of Bond No **1014685** dated November 8, 2006 with Galveston Peninsula Partners, L P , as Principal, and Lexon Insurance Company, as Surety, in favor of The County Judge of Galveston County, as Obligee and in the amount of Three Million One Hundred Fourteen Thousand Seven Hundred Thirty One & 00/100—Dollars ($3,114,731 00)

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below

The Bond penalty is changed

From· Three Million One Hundred Fourteen Thousand Seven Hundred Thirty One & 00/100 --- Dollars ($3,114,731 00)

To Six Hundred Thousand & 00/100---Dollars ($600,000 00)

Said bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified

This Bond Rider shall become effective the 6th day of January, 2012

Signed, Sealed and Dated, this 6th day of January, 2012

Galveston Peninsula Partners, L.P.
Principal

By _____

Lexon Insurance Company
Surety

By _____
Nancy Locke – Attorney In Fact

SEAL

POWER OF ATTORNEY

Lexon Insurance Company

LX - 049922

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint Christopher L. Dobbs, Jalene Brown, Nancy Locke ****

****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $ 7,800,000 00 Seven million eight hundred thousand dollars ********** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

LEXON INSURANCE COMPANY

BY _____
David E Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation

"OFFICIAL SEAL"
MAUREEN K AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

_____
Maureen K Aye
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force

Signed and Sealed at Woodridge, Illinois this 6th Day of January, 20 12

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

_____
Philip G Lauer
Assistant Secretary

"WARNING Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties"

AGENDA ITEM #27

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. _1__
Kemah Street Rehabilitation

Owner: Galveston County
Contractor: HUBCO, Inc.
Engineer: LJA Engineering, Inc

Contract Number: 0384-1008
Purchase Order Number:
Bid Number. B111051

Work Being Changed

SEE ATTACHED

CHANGE IN CONTRACT PRICE		**CHANGE IN CONTRACT TIME**	
Original Contract Price:	1,255,846 10	Original Contract Time	Days (Per Str)
Net Change From Previous Change Orders:	0 00	Net Change From Previous Change Orders	Days
Contract Price Prior To This Change Order:	1,255,846 10	Contract Time Prior To This Change Order	Days
Net Increase/Decrease Of This Change Order:	0 00	Net Increase/Decrease Of This Change Order	Days
Contract Price With All Approved Change Orders:	1,255,846 10	Contract Time With All Approved Change Orders:	Days **No Change**

RECOMMENDED:
By _____
Engineer (Consultant)
By. _____ Date. 1-12-12
Engineer (County Engineer)

APPROVED:
County Of Galveston

By. _____ Date: 1/24/12
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED:
Contractor

By: _____ Date. 1-12-2012
Contractor (Authorized Signature)

JOHNNY FREEMAN
Printed Name

LJA Engineering, Inc.

11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713 450 1300
Fax 713 450 1385
www ljaengineering com

GALVESTON COUNTY

CHANGE ORDER NO. 1
To
Kemah Street Rehabilitation

DATE: January 6, 2012
ENGINEER: LJA Engineering, Inc
CONTRACTOR: Hubco, Inc.
CONTRACT DATED: November 8, 2011
ORIGINAL TOTAL CONTRACT AMOUNT: $1,255,846 10
LJA PROJECT NO. 0384-1008
PROJECT: Kemah Street Rehabilitation

DESCRIPTION

Hubco, Inc. has requested in lieu of lime stabilization that 2 inches of Black Base will be substituted on asphalt sections of 4th Street, 5th Street, 6th Street, 7th Street, 8th Street, Bradford Avenue, Delesandri Avenue, Fay Road, Raider Road, Lewis Drive, and Williams Drive Hubco, Inc will get paid no more than the original contract amount for the extra 2 inches of Black Base.

CONTRACT SUMMARY

COST

4th Street

Original Contract Amount	$69,617.00
Item No. 2 - Deduct @725 SY @ $3.00	($2,175 00)
Item No. 3 – Deduct @10 TON @ $145.00	($1,450.00)
Item No. 4 – Deduct @ 725 SY @ $30.00	($21,750.00)
New Item No. 17 – Add @ 725 SY @ $35.00	$25,375.00

New Item No. 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $69,617.00

5th Street

Original Contract Amount $67,324.20
Item No. 2 – Deduct @960 SY @ $3.00 ..... ($2,880.00)
Item No. 3 – Deduct @13 TON @ $145.00 ..... ($1,885.00)
Item No. 4 – Deduct @960 SY @ $30.00 ..... ($28,880.00)
New Item No. 17 – Add @960 SY @ $35 046875. ..... $33,645.00

New Item No. 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $67,324.20

6th Street

Original Contract Amount $35,049.00
Item No. 2 - Deduct @410 SY @ $3 00 ..... ($1,230.00)
Item No. 3 – Deduct @6 TON @ $145.00 ..... ($870.00)
Item No 4 – Deduct @410 SY @ $29.00 ..... ($11,890.00)
New Item No. 17 – Add @410 SY @ $34.121951 ..... $13,990.00

New Item No. 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $35,049.00

7th Street

Original Contract Amount $27,179 00
Item No. 2 - Deduct @280 SY @ $3.00 ..... ($840.00)
Item No. 3 – Deduct @4 TON @ $145.00 ..... ($580 00)
Item No. 4 – Deduct @280 SY @ $29.00 ..... ($8,120.00)
New Item No. 17 – Add @280 SY @ $34 0714285..... $9,540 00

New Item No. 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $27,179.00

8th Street

Original Contract Amount $151,838.70
Item No. 6 - Deduct @305 SY @ $3.00 ..... ($915.00)
Item No. 7 – Deduct @5 TON @ $145.00 ..... ($725 00)
Item No. 8 – Deduct @305 SY @ $29.00 ..... ($8,845.00)
New Item No 17 – Add @305 SY @ $34.377049..... $10,485.00

New Item No 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $151,838.70

Bradford Avenue

Original Contract Amount $74,508.30
Item No. 2 - Deduct @605 SY @ $3.00 ..... ($1,815.00)
Item No. 3 – Deduct @9 TON @ $145.00 ..... ($1,305 00)
Item No. 4 – Deduct @605 SY @ $29.00 ..... ($17,545.00)
New Item No 17 – Add @605 SY @ $34.157024. ..... $20,665.00

New Item No 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $74,508.30

Delesandri Avenue

Original Contract Amount $218,315.50
Item No. 1 - Deduct @3605 SY @ $3.00 ..... ($10,815.00)
Item No. 2 – Deduct @49 TON @ $145.00 ..... ($7,105.00)
Item No. 3 – Deduct @3605 SY @ $29 00 ..... ($104,545.00)
New Item No. 17 – Add @3605 SY @ $33 9708737 ..... $122,465.00

New Item No. 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $218,315 50

Fay Road

Original Contract Amount $169,363.50
Item No. 1 - Deduct @2215 SY @ $3.00 ..... ($6,645.00)
Item No. 2 – Deduct @30 TON @ $145.00 ..... ($4,350.00)
Item No. 3 – Deduct @2215 SY @ $29.00 ..... ($64,235.00)
New Item No. 17 – Add @2215 SY @ $33.963882 ..... $75,230.00

New Item No. 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $169,363.50

Raider Road

Original Contract Amount $33,212.50
Item No. 1 - Deduct @610 SY @ $3.00 ..... ($1,830.00)
Item No. 2 – Deduct @9 TON @ $145.00 ..... ($1,305.00)
Item No 3 – Deduct @610 SY @ $29.00 ..... ($17,690 00)
New Item No. 17 – Add @610 SY @ $34.1393442 ..... $20,825 00

New Item No 17- 8-Inch Thick Asphalt Base, Gr 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $33,212.50

Lewis Drive

Original Contract Amount $86,633.60
Item No. 1 - Deduct @875 SY @ $3 00 ..... ($2,625.00)
Item No 2 – Deduct @12 TON @ $145.00 ..... ($1,740.00)
Item No. 3 – Deduct @875 SY @ $29.00 ..... ($25,375.00)
New Item No. 17 – Add @875 SY @ $33.98857142 ..... $29,740.00

New Item No. 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $86,633.60

Williams Drive

Original Contract Amount $112,105.00
Item No. 1 - Deduct @1775 SY @ $3 00 ..... ($5,325.00)
Item No. 2 – Deduct @24 TON @ $145.00 ..... ($3,480.00)
Item No. 3 – Deduct @1775 SY @ $29.00 ..... ($51,475.00)
New Item No. 17 – Add @1775 SY @ $33.9605633 ..... $60,280.00

New Item No. 17- 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, Includes Milling or Excavating of Existing Asphalt, Base Material, and Proposed Paving Area Including Proofrolling and Density Compaction of Subgrade and Delivery of Millings to City of Kemah "Piping Yard" @ Corner of Lawrence Road and Delesandri Avenue, Complete in Place

Amended Contract Amount $112,105.00

TIME OF COMPLETION
Original Contract Time .... Stays the Same

In consideration for the above change, it is mutually agreed that the contract price is unchanged in totality and remains at $1,255,846.10 and that the time of completion for all work is unchanged.

AGENDA ITEM #28

NO

BACK – UP

PROVIDED

AGENDA ITEM #29a

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and Hugh Patrick Constructors, Inc.

01

Project	**Mid County Annex**
Proposal Number	**RFQ #: B101011**
PO Number	**C005743**
Date	**January 4, 2012**

Trade Contractor Hugh Patrick (Construction Manager Agent)
Attn Michael Wood

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work

Additional security guard time authorized by Galveston County representatives Brian Maxwell and Freeman Mendel	$40,325 87
Property survey	$ 2,080 00
Additional temporary construction fence and rental (projected through February 2012)	$ 4,225.85
Additional 2 months of construction management overhead	$95,000 00

C \Users\mwood\Desktop\Golden West Change Order 2 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Total	$141,631.72

Original Contract Sum	$1,656,345 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$1,656,345 00
Contract Sum will be ***increased*** by this Change Order	$141,631 72
Contract Sum	**$1,797,976.72**

James D. Anderson
JDA
Architect

1/13/2012
pending
DATE

N/A
Trade Contractor

pending
DATE

MW Michael Ward
Construction Manager Agent

1/4/12
pending
DATE

Mark Henry
Mark Henry, County Judge
Galveston County

1-24-12
pending
DATE

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573
281-538-4320

Invoice

Date	Invoice #
6/8/2010	1157

Bill To

Hugh-Patrick Constructors Inc
2628 Texas Ave
Texas City, TX 77590

V 12724

Terms
Due on receipt

Date	Description	Hours	Rate	Amount
6/4/2010	05/21/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	05/22/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	05/22/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	05/23/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	05/23/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	05/24/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	05/25/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	05/26/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	05/27/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	05/28/10 1 - Non-Commissioned Officer from 8 p m. - 6 a.m	10	12 25	122 50T
	05/29/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12.25	147 00T
	05/29/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	05/30/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	05/30/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	05/31/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total $2,033.50

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
7/6/2010	1159

Bill To

Hugh-Patrick Constructors, Inc.
2628 Texas Ave
Texas City, TX 77590

Terms
Due on receipt

Date				
	06/01/10 1 - Non-Commissioned Officer from 8 p m. - 6 a.m	10	12.25	122 50T
	06/02/10 1 - Non-Commissioned Officer from 8 p m. - 6 a.m.	10	12 25	122 50T
	06/03/10. 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	06/04/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12.25	122.50T
	06/05/10 1 - Non-Commissioned Officer from 6 a.m. - 6 p m.	12	12 25	147 00T
	06/05/10· 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12.25	147 00T
	06/06/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12.25	147 00T
	06/06/10 1 - Non-Commissioned Officer from 6 p.m - 6 a.m.	12	12 25	147 00T
	06/07/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12.25	122.50T
	06/08/10· 1 - Non-Commissioned Officer from 8 p m - 6 a.m.	10	12 25	122 50T
	06/09/10 1 - Non-Commissioned Officer from 8 p m. - 6 a.m.	10	12.25	122.50T
	06/10/10 1 - Non-Commissioned Officer from 8 p m. - 6 a.m	10	12 25	122.50T
	06/11/10 1 - Non-Commissioned Officer from 8 p m. - 6 a.m.	10	12 25	122 50T
	06/12/10. 1 - Non-Commissioned Officer from 6 a.m - 6 p m.	12	12.25	147.00T
	06/12/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12.25	147 00T
	06/13/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	06/13/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m.	12	12 25	147 00T
	06/14/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	06/15/10 1 - Non-Commissioned Officer from 8 p m. - 6 a.m.	10	12 25	122 50T
	06/16/10 1 - Non-Commissioned Officer from 8 p.m. - 6 a.m	10	12 25	122 50T
	06/17/10· 1 - Non-Commissioned Officer from 8 p m. - 6 a.m	10	12 25	122 50T
	06/18/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	06/19/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	06/19/10 1 - Non-Commissioned Officer from 6 p.m - 6 a.m.	12	12 25	147 00T
	06/20/10· 1 - Non-Commissioned Officer from 6 a m - 6 p m	12	12.25	147 00T
	06/20/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12.25	147 00T
	06/21/10· 1 - Non-Commissioned Officer from 8 p m - 6 a.m.	10	12 25	122 50T
	06/22/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	06/23/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m.	10	12 25	122 50T
	06/24/10 1 - Non-Commissioned Officer from 8 p m. - 6 a.m.	10	12.25	122 50T
	06/25/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	06/26/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	06/26/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	06/27/10 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	06/27/10 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	06/28/10 1 - Non-Commissioned Officer from 8 p m - 6 a m	10	12 25	122 50T
	06/29/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	06/30/10 1 - Non-Commissioned Officer from 8 p m - 6 a.m	10	12 25	122 50T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total $15,047.00

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
8/3/2010	1162

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

464

Terms

Due on receipt

Date	Description	Hours	Rate	Amount
7/1/2010	1 - Non-Commissioned Officer from 8 p.m. - 6 a.m.	10	12.25	122.50T
7/2/2010	1 - Non-Commissioned Officer from 8 p m - 6 a.m.	10	12 25	122.50T
7/3/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m.	12	12.25	147 00T
7/3/2010	1 - Non-Commissioned Officer from 6 p m. - 6 a.m	12	12 25	147 00T
7/4/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p m.	12	12 25	147 00T
7/4/2010	1 - Non-Commissioned Officer from 6 p.m. - 6 a.m	12	12 25	147 00T
7/5/2010	1 - Non-Commissioned Officer from 8 p m - 6 a.m.	10	12 25	122 50T
7/6/2010	1 - Non-Commissioned Officer from 8 p.m. - 6 a.m	10	12 25	122 50T
7/7/2010	1 - Non-Commissioned Officer from 8 p.m. - 6 a.m	10	12.25	122.50T
7/8/2010	1 - Non-Commissioned Officer from 8 p m. - 6 a.m.	10	12 25	122 50T
7/9/2010	1 - Non-Commissioned Officer from 8 p m - 6 a.m.	10	12.25	122 50T
7/10/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p m	12	12.25	147 00T
7/10/2010	1 - Non-Commissioned Officer from 6 p.m - 6 a.m	12	12 25	147 00T
7/11/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m.	12	12 25	147 00T
7/11/2010	1 - Non-Commissioned Officer from 6 p m. - 6 a.m	12	12.25	147 00T
7/12/2010	1 - Non-Commissioned Officer from 8 p.m. - 6 a.m	10	12.25	122 50T
7/13/2010	1 - Non-Commissioned Officer from 8 p.m - 6 a.m.	10	12 25	122 50T
7/14/2010	1 - Non-Commissioned Officer from 8 p m. - 6 a.m	10	12.25	122.50T
7/15/2010	1 - Non-Commissioned Officer from 4:30 p.m - 6 a.m.	13 5	12 25	165 38T
7/16/2010	1 - Non-Commissioned Officer from 4:30 p m. - 6 a.m	13 5	12 25	165 38T
7/17/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
7/17/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147.00T
7/18/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p.m	12	12 25	147 00T
7/18/2010	1 - Non-Commissioned Officer from 6 p m. - 6 a.m.	12	12 25	147 00T
7/19/2010	1 - Non-Commissioned Officer from 4·30 p.m. - 6 a.m	13 5	12 25	165 38T
7/20/2010	1 - Non-Commissioned Officer from 4.30 p.m. - 6 a.m	13 5	12 25	165 38T
7/21/2010	1 - Non-Commissioned Officer from 4.30 p m. - 6 a.m	13 5	12.25	165 38T
7/22/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
7/23/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
7/24/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m.	12	12 25	147 00T
7/24/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
7/25/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
7/25/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
7/26/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
7/27/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
7/28/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
7/29/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
7/30/2010	1 - Non-Commissioned Officer from 4 30 p m 6 a.m	13 5	12 25	165 38T
7/31/2010	1 Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
7/31/2010	1 Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total $5,855 56

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
9/10/2010	1164

V13062

new hours

Bill To

Hugh-Patrick Constructors, Inc.
2628 Texas Ave.
Texas City, TX 77590

Terms

Due on receipt

Date	Description	Hours	Rate	Amount
8/1/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p m	12	12 25	147.00T
8/1/2010	1 - Non-Commissioned Officer from 6 p m. - 6 a.m.	12	12 25	147 00T
8/2/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m.	13 5	12 25	165 38T
8/3/2010	1 - Non-Commissioned Officer from 4.30 p m. - 6 a.m.	13 5	12.25	165 38T
8/4/2010	1 - Non-Commissioned Officer from 4·30 p.m. - 6 a.m.	13.5	12 25	165.38T
8/5/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m.	13 5	12 25	165.38T
8/6/2010	1 - Non-Commissioned Officer from 4:30 p.m. - 6 a.m.	13 5	12.25	165 38T
8/7/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p m.	12	12 25	147 00T
8/7/2010	1 - Non-Commissioned Officer from 6 p m. - 6 a.m.	12	12.25	147 00T
8/8/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m.	12	12 25	147 00T
8/8/2010	1 - Non-Commissioned Officer from 6 p m. - 6 a.m.	12	12.25	147 00T
8/9/2010	1 - Non-Commissioned Officer from 4·30 p m. - 6 a.m.	13 5	12.25	165 38T
8/10/2010	1 - Non-Commissioned Officer from 4·30 p m. - 6 a.m.	13 5	12 25	165.38T
8/11/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m.	13.5	12 25	165 38T
8/12/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m	13 5	12.25	165 38T
8/13/2010	1 - Non-Commissioned Officer from 4·30 p m - 6 a.m	13 5	12 25	165 38T
8/14/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p.m	12	12 25	147 00T
8/14/2010	1 - Non-Commissioned Officer from 6 p m. - 6 a.m.	12	12 25	147 00T
8/15/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
8/15/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m.	12	12 25	147 00T
8/16/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m.	13 5	12 25	165 38T
8/17/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12.25	165.38T
8/18/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m.	13 5	12 25	165 38T
8/19/2010	1 - Non-Commissioned Officer from 4·30 p m. - 6 a.m.	13 5	12.25	165 38T
8/20/2010	1 - Non-Commissioned Officer from 4:30 p m. - 6 a.m.	13 5	12 25	165 38T
8/21/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p m	12	12.25	147 00T
8/21/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
8/22/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
8/22/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
8/23/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165.38T
8/24/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165.38T
8/25/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
8/26/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
8/27/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
8/28/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
8/28/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
8/29/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m.	12	12 25	147 00T
8/29/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
8/30/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m	13 5	12 25	165 38T
8/31/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m.	13 5	12 25	165 38T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total $6,284.16

Agrupheo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
10/7/2010	1166

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms

Due on receipt

Date	Description	Hours	Rate	Amount
9/1/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
9/2/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
9/3/2010	1 - Non-Commissioned Officer from 4·30 p m - 6 a.m	13 5	12 25	165 38T
9/4/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p.m	12	12.25	147 00T
9/4/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
9/5/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
9/5/2010	1 - Non-Commissioned Officer from 6 p.m - 6 a.m	12	12 25	147 00T
9/6/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
9/7/2010	1 - Non-Commissioned Officer from 4.30 p m - 6 a.m	13 5	12.25	165 38T
9/8/2010	1 - Non-Commissioned Officer from 4 53 p m - 6 a.m (Credit 30 min)	13	12 25	159 25T
9/9/2010	1 - Non-Commissioned Officer from 4:30 p m - 6 a.m	13 5	12 25	165 38T
9/10/2010	1 - Non-Commissioned Officer from 4:30 p m - 6 a.m	13 5	12.25	165 38T
9/11/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
9/11/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
9/12/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
9/12/2010	1 - Non-Commissioned Officer from 6 p.m - 6 a.m	12	12 25	147 00T
9/13/2010	1 - Non-Commissioned Officer from 4·30 p m - 6 a.m	13 5	12 25	165.38T
9/14/2010	1 - Non-Commissioned Officer from 4:30 p.m - 6 a.m	13 5	12 25	165 38T
9/15/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12.25	165.38T
9/16/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12.25	165 38T
9/17/2010	1 - Non-Commissioned Officer from 4·30 p m - 6 a.m	13 5	12 25	165 38T
9/18/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
9/18/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
9/19/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
9/19/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
9/20/2010	1 - Non-Commissioned Officer from 4.30 p m - 6 a.m	13 5	12 25	165 38T
9/21/2010	1 - Non-Commissioned Officer from 4·30 p m - 6 a.m	13 5	12 25	165 38T
9/22/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
9/23/2010	1 - Non-Commissioned Officer from 4 30 p m 6 a.m	13 5	12 25	165 38T
9/24/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
9/25/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
9/25/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
9/26/2010	1 Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
9/26/2010	1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
9/27/2010	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
9/28/2010	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
9/29/2010	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
9/30/2010	1 Non Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	Sales Tax		0 00%	0 00

Thank you for choosing Agrupheo Security
Please make check payable to Agrupheo Security

Total $5 984 23

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
11/5/2010	1168

Bill To

Hugh-Patrick Constructors Inc
2628 Texas Ave
Texas City, TX 77590

Terms

Date	Description	Hours	Rate	Amount
10/1/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/2/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
10/2/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
10/3/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p m	12	12 25	147 00T
10/3/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
10/4/2010	1 - Non-Commissioned Officer from 4.30 p m - 6 a.m	13 5	12 25	165 38T
10/5/2010	1 - Non-Commissioned Officer from 4.30 p m - 6 a.m	13 5	12 25	165 38T
10/6/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/7/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
10/8/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/9/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p m	12	12 25	147 00T
10/9/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
10/10/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
10/10/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
10/11/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/12/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/13/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/14/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a m	13 5	12 25	165 38T
10/15/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/16/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
10/16/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
10/17/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12.25	147 00T
10/17/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
10/18/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/19/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/20/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
10/21/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
10/22/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
10/23/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
10/23/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
10/24/2010	1 - Non-Commissioned Officer from 6 a.m 6 p m	12	12 25	147 00T
10/24/2010	1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
10/25/2010	1 - Non-Commissioned Officer from 4 45 p m 6 a m (Credit 15 min)	13 25	12 25	162 31T
10/26/2010	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
10/27/2010	1 Non Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
10/28/2010	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
10/29/2010	1 Non Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
10/30/2010	1 Non Commissioned Officer from 6 a m 6 p m	12	12 25	147 00T
10/30/2010	1 Non Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
10/31/2010	1 Non Commissioned Officer from 6 a m 6 p m	12	12 25	147 00T
10/31/2010	1 Non Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
	Sales Tax		0 00%	0 00

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Total $6,409 91

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
12/8/2010	1170

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms

Date	Description	Hours	Rate	Amount
11/1/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/2/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
11/3/2010	1 - Non-Commissioned Officer from 5 p m - 6 a.m	13	12 25	159 25T
11/4/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/5/2010	1 - Non-Commissioned Officer from 4 45 p m - 6 a.m	13 25	12 25	162 31T
11/6/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
11/6/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
11/7/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
11/7/2010	1 - Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 00T
11/8/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/9/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/10/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
11/11/2010	1 - Non-Commissioned Officer from 4 45 p m - 6 a.m	13 25	12 25	162 31T
11/12/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/13/2010	1 - Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
11/13/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
11/14/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
11/14/2010	1 - Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 00T
11/15/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
11/16/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/17/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
11/18/2010	1 - Non-Commissioned Officer from 5 15 p m - 6 a m	12 75	12 25	156 19T
11/19/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/20/2010	1 - Non-Commissioned Officer from 6 a.m. - 6 p m	12	12 25	147 00T
11/20/2010	1 - Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 00T
11/21/2010	1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
11/21/2010	1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
11/22/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/23/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/24/2010	1 Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
11/25/2010	1 - Non-Commissioned Officer from 7 a.m 4 30 p m (Thanksgiving)	9 5	12 25	116 38T
11/25/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
11/26/2010	1 - Non-Commissioned Officer from 7 30 a m - 4 30 p m (Thanksgiving)	9	12 25	110 25T
11/26/2010	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
11/27/2010	1 Non-Commissioned Officer from 6 a.m 6 p m	12	12 25	147 00T
11/27/2010	1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
11/28/2010	1 Non-Commissioned Officer from 6 a.m 6 p m	12	12 25	147 00T
11/28/2010	1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
11/29/2010	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
11/30/2010	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	Sales Tax		0 00%	0 00

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Total $6 195 53

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
1/5/2011	1172

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

mailed 1-8-11

1-25-11 $6357.87 Ck # 1916

Terms

Due on Receipt

Date	Description	Hours	Rate	Amount
12/1/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m.	3.5 13.5	12.25	165 38T
12/2/2010	1 - Non-Commissioned Officer from 4·30 p m. - 6 a.m	3.5 13 5	12 25	165 38T
12/3/2010	1 - Non-Commissioned Officer from 4:30 p m. - 6 a.m.	3.5 13.5	12.25	165 38T
12/4/2010	1- Non-Commissioned Officer from 6 a.m. - 6 p.m	12	12 25	147 00T
12/4/2010	1- Non-Commissioned Officer from 6 p.m - 6 a.m.	12	12.25	147.00T
12/5/2010	1- Non-Commissioned Officer from 6 a.m. - 6 p.m	12	12.25	147 00T
12/5/2010	1- Non-Commissioned Officer from 6 p.m. - 6 a.m.	12	12.25	147 00T
12/6/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m.	3 5 13 5	12.25	165.38T
12/7/2010	1 - Non-Commissioned Officer from 4:30 p m. - 6 a.m.	3.5 13 5	12.25	165 38T
12/8/2010	1 - Non-Commissioned Officer from 4:30 p m. - 6 a.m.	3.5 13 5	12.25	165 38T
12/9/2010	1 - Non-Commissioned Officer from 4·30 p.m. - 6 a.m.	3 5 13 5	12 25	165 38T
12/10/2010	1 - Non-Commissioned Officer from 4·30 p.m. - 6 a.m.	3 5 13.5	12 25	165 38T
12/11/2010	1- Non-Commissioned Officer from 6 a.m. - 6 p.m.	12	12 25	147 00T
12/11/2010	1- Non-Commissioned Officer from 6 p.m - 6 a.m.	12	12.25	147 00T
12/12/2010	1- Non-Commissioned Officer from 6 a.m. - 6 p m.	12	12 25	147 00T
12/12/2010	1- Non-Commissioned Officer from 6 p m. - 6 a.m.	12	12 25	147 00T
12/13/2010	1 - Non-Commissioned Officer from 4:30 p.m. - 6 a.m.	3. 13.5	12.25	165 38T
12/14/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m.	13 5	12.25	165 38T
12/15/2010	1 - Non-Commissioned Officer from 4.30 p.m. - 6 a.m	3 5 13 5	12.25	165 38T
12/16/2010	1 - Non-Commissioned Officer from 5·20 p.m. - 6 a.m (Credit 1 hr)	7 5 12.5	12 25	153 13T
12/17/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m.	3 5 13 5	12 25	165 38T
12/18/2010	1- Non-Commissioned Officer from 6 a.m. - 6 p m.	12	12 25	147 00T
12/18/2010	1- Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
12/19/2010	1- Non-Commissioned Officer from 6 a.m. - 6 p m.	12	12 25	147 00T
12/19/2010	1- Non-Commissioned Officer from 6 p m. - 6 a.m	12	12 25	147 00T
12/20/2010	1 - Non-Commissioned Officer from 4 30 p.m. - 6 a.m	3 5 13 5	12 25	165 38T
12/21/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m	13 5	12 25	165 38T
12/22/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m	13 5	12 25	165 38T
12/23/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
12/24/2010	1 - Non-Commissioned Officer from 4·30 p m. - 6 a.m	13 5	12 25	165 38T
12/24/2010	1 - Non-Commissioned Officer from 7 a.m - 4 30 p m (Christmas Eve)	9 5	12 25	116 38T
12/25/2010	1- Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
12/25/2010	1- Non-Commissioned Officer from 6 p m. - 6 a.m	12	12 25	147 00T
12/26/2010	1- Non-Commissioned Officer from 6 a.m - 6 p m.	12	12 25	147 00T
12/26/2010	1- Non-Commissioned Officer from 6 p.m - 6 a.m	12	12 25	147 00T
12/27/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
12/28/2010	1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m	13 5	12 25	165 38T
12/29/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
12/30/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
12/31/2010	1 - Non-Commissioned Officer from 7 30 a.m - 3 30 p m	8	12 25	98 00T
12/31/2010	1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	Sales Tax	--	0 00%	0 00

Thank you for Choosing Agrupneo Security.
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Total $6,357 87

Agrupneo Security
2951 Marina Bay Drive #130-476
League City TX 77573

281 538 4320

Invoice

Date	Invoice #
3/5/2011	1174

Bill To

Hugh Patrick Constructors Inc
2628 Texas Ave
Texas City TX 77590

V13892

Terms
Net Due

Date	Description	Hours	Rate	Amount
1/1/2011	1- Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 001
1/1/2011	1 Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 001
1/2/2011	1- Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 001
1/2/2011	1 Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 001
1/3/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/4/2011	1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 381
1/5/2011	1- Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 381
1/6/2011	1- Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 381
1/7/2011	1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 381
1/8/2011	1 Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 001
1/8/2011	1- Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 001
1/9/2011	1 Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 001
1/9/2011	1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 001
1/10/2011	1- Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 381
1/11/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/12/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/13/2011	1 Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 381
1/14/2011	1- Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/15/2011	1- Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 001
1/15/2011	1- Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 001
1/16/2011	1 Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 001
1/16/2011	1 Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 001
1/17/2011	1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 381
1/18/2011	1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 381
1/19/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/20/2011	1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 381
1/21/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/22/2011	1 Non-Commissioned Officer from 6 a m 6 p m	12	12 25	147 001
1/22/2011	1 Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 001
1/23/2011	1 Non-Commissioned Officer from 6 a m 6 p m	12	12 25	147 001
1/23/2011	1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 001
1/24/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/25/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/26/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/27/2011	1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/28/2011	1 Non Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
1/29/2011	1 Non-Commissioned Officer from 6 a m 6 p m	12	12 25	147 001
1/29/2011	1 Non Commissioned Officer from 6 p m 6 a m	12	12 25	147 001
1/30/2011	1 Non-Commissioned Officer from 6 a m 6 p m	12	12 25	147 001
1 30 2011	1 Non Commissioned Officer from 6 p m 6 a m	12	12 25	147 001
1 31 2011	1 Non Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 381
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
Please make check payable to Agrupneo Security

Total $6,412 98

Agrupneo Security
2951 Marina Bay Drive #130-476
League City TX 77573

281 538-4320

Invoice

Date	Invoice #
3/21/2011	1176

Bill To

Hugh Patrick Constructors Inc
2628 Texas Ave
Texas City TX 77590

Terms
Due on receipt

Date	Description	Hours	Rate	Amount
3/21/2011	02/01/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	02/02/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	02/03/11 1 Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	02/04/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	02/05/11 1 - Non-Commissioned Officer from 6 a m 6 p m	12	12 25	147 00T
	02/05/11 1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
	02/06/11 1 Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	02/06/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	02/07/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	02/08/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	02/09/11 1 Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	02/10/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	02/11/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	02/12/11 1 Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
	02/12/11 1 Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 00T
	02/13/11 1 Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
	02/13/11 1 Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	02/14/11 1 Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	02/15/11 1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	02/16/11 1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	02/17/11 1 Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	02/18/11 1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	02/19/11 1 Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
	02/19/11 1 - Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 00T
	02/20/11 1 Non-Commissioned Officer from 6 a m 6 p m	12	12 25	147 00T
	02/20/11 1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
	02/21/11 1 Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	02/22/11 1 - Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	02/23/11 1 Non-Commissioned Officer from 4 56 p m 6 a m (Credit 30 min)	13	12 25	159 25T
	02/24/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	02/25/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	02/26/11 1 Non Commissioned Officer from 6 a m 6 p m	12	12 25	147 00T
	02/26/11 1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
	02/27/11 1 Non Commissioned Officer from 6 a m 6 p m	12	12 25	147 00T
	02/27/11 1 Non Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
Please make check payable to Agrupneo Security

Total $5,488 09

Agrupneo Security
2951 Marina Bay Drive #130-476
League City TX 77573

281 538-4320

Invoice

Date	Invoice #
4/7/2011	1178

Bill To

Hugh-Patrick Constructors Inc
2628 Texas Ave
Texas City TX 77590

Terms

Due on receipt

Date	Description	Hours	Rate	Amount
4/7/2011	03/01/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	03/02/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	03/03/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/04/11 1 - Non-Commissioned Officer from 4 55 p m - 6 a m (Credit 30 min)	13	12 25	159 25T
	03/05/11 1 - Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
	03/05/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	03/06/11 1 - Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
	03/06/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	03/07/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/08/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	03/09/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/10/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	03/11/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/12/11 1 Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	03/12/11 1 - Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
	03/13/11 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	03/13/11 1 - Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 00T
	03/14/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/15/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/16/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/17/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/18/11 1 - Non-Commissioned Officer from 5 10 p m - 6 a.m (Credit 45 min)	12 75	12 25	156 19T
	03/19/11 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	03/19/11 1 - Non-Commissioned Officer from 6 p m - 6 a m	12	12 25	147 00T
	03/20/11 1 Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	03/20/11 1 Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	03/21/11 1 Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	03/22/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	03/23/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	03/24/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	03/25/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	03/26/11 1 Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
	03/26/11 1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
	03/27/11 1 Non-Commissioned Officer from 6 a m 6 p m	12	12 25	147 00T
	03/27/11 1 Non-Commissioned Officer from 6 p m 6 a m	12	12 25	147 00T
	03/28/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	03/29/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	03/30/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	03/31/11 1 Non-Commissioned Officer from 4 30 p m 6 a m	13 5	12 25	165 38T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
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Total $6,140.42

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
5/4/2011	1181

Bill To

Hugh-Patrick Constructors, Inc.
2628 Texas Ave
Texas City, TX 77590

14084

Terms

Due on receipt

Date	Description	Hours	Rate	Amount
5/4/2011	04/01/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	04/02/11 1 - Non-Commissioned Officer from 6 a.m. - 6 p m	12	12 25	147 00T
	04/02/11 1 - Non-Commissioned Officer from 6 p m. - 6 a.m	12	12 25	147 00T
	04/03/11 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	04/03/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	04/04/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12.25	165 38T
	04/05/11 1 - Non-Commissioned Officer from 4 30 p.m - 6 a.m	13 5	12 25	165 38T
	04/06/11 1 - Non-Commissioned Officer from 4 30 p m. - 6 a.m	13 5	12 25	165 38T
	04/07/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/08/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a m	13 5	12 25	165 38T
	04/09/11 1 - Non-Commissioned Officer from 6 a.m - 6 p m	12	12 25	147 00T
	04/09/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m.	12	12 25	147 00T
	04/10/11 1 - Non-Commissioned Officer from 6 a.m - 6 p m.	12	12 25	147 00T
	04/10/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	04/11/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/12/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/13/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/14/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/15/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/16/11 1 - Non-Commissioned Officer from 6 a m - 6 p m	12	12 25	147 00T
	04/16/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	04/17/11 1 - Non-Commissioned Officer from 6 a m - 10 30 a.m (Officer had emergency)	4 5	12 25	55 13T
	04/17/11 1 - Non-Commissioned Officer from 12 p m - 6 p m (Replacement Officer)	6	12 25	73 50T
	04/17/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	04/18/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/19/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/20/11 1 - Non-Commissioned Officer from 4 30 p m - 6 a.m	13 5	12 25	165 38T
	04/21/11 1 - Non-Commissioned Officer from 4 30 p m - 12 45 p m (Fri 4/22/11)	20 25	12 25	248 06T
	04/22/11 1 - Non-Commissioned Officer from 12 45 p m - 11 p m	10 25	12 25	125 56T
	04/22/11 1 - Non-Commissioned Officer from 11 p m - 6 p m (Sat 4/23/11)	19	12 25	232 75T
	04/23/11 1 - Non-Commissioned Officer from 6 p m 7 a.m	13	12 25	159 25T
	04/24/11 1 - Non-Commissioned Officer from 7 a.m - 6 p m	11	12 25	134 75T
	04/24/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	04/25/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m (NEW WEEKLY HRS BEGIN)	12	12 25	147 00T
	04/26/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	04/27/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	04/28/11 1 - Non-Commissioned Officer from 6 p m - 6 a.m	12	12 25	147 00T
	04/29/11 1 Non-Commissioned Officer from 6 a.m - 6 30p m	12 5	12 25	153 13T

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Total

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
5/4/2011	1181

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms
Due on receipt

Date	Description	Hours	Rate	Amount
	04/29/11 1 - Non-Commissioned Officer from 6 30 p m - 6 a.m	11 5	12 25	140 88T
	04/30/11 1 - Non-Commissioned Officer from 8 a.m - 10 p m (Officer arrived late)	14	12 25	171 50T
	04/30/11 1 - Non-Commissioned Officer from 10 p m - 9 a.m	11	12.25	134 75T
	Sales Tax		0 00%	0 00

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Total $6,296.58

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
6/9/2011	1183

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms

Due on receipt

Date		Description	Hours		Rate	Amount
6/7/2011	05/01/11	1- Non-Commissioned Officer 9 a.m - 8 p m	11	1	12 25	134 75T
	05/01/11	1- Non-Commissioned Officer 8 p m - 6 a m	10		12 25	122 50T
	05/02/11	1- Non-Commissioned Officer 6 p m - 6 a.m	12	2	12 25	147 00T
	05/03/11	1- Non-Commissioned Officer 6 p m - 6 a.m	12	2	12 25	147 00T
Wk1	05/04/11	1- Non-Commissioned Officer 6 p m - 6 a.m	12	2	12.25	147 00T
	05/05/11	2- Non-Commissioned Officers 6 p m - 6 a.m	24	14	12 25	294 00T
	05/06/11	2- Non-Commissioned Officers 6 a.m - 4 30 p m	21	4	12 25	257 25T
	05/06/11	1- Non-Commissioned Officer 4 30 p m - 6 a.m	13 5	3.5	12 25	165 38T
	05/07/11	1- Non-Commissioned Officer 6 a.m - 6 p m	12		12 25	147 00T
	05/07/11	2- Non-Commissioned Officers 6 p m - 6 a.m	24	12	12 25	294 00T
	05/08/11	2- Non-Commissioned Officers 6 a.m - 8 p m	28	16	12 25	343 00T
	05/08/11	2- Non-Commissioned Officers 8 p m - 6 a m	20	8	12 25	245.00T
	05/09/11	2- Non-Commissioned Officers 6 p m - 6 a m	24	12	12 25	294 00T
	05/10/11	2- Non-Commissioned Officers 6 p m - 6 a.m	24	12	12 25	294 00T
	05/11/11	2- Non-Commissioned Officer 6 p m - 6 a.m	24	12	12 25	294 00T
	05/12/11	1- Non-Commissioned Officer 6 p m - 6 a m	12	2	12 25	147 00T
Wk2	05/12/11	1- Non-Commissioned Officer 6 p m - 12 a m	6	6	12 25	73 50T
	05/12/11	1- Non-Commissioned Officer 12 a.m - 6 a.m	6	6	12 25	73 50T
	05/13/11	2- Non-Commissioned Officers 6 a m - 4 p m	20	8	12 25	245 00T
	05/13/11	1- Non-Commissioned Officer 4 p m - 6 a.m	14		12 25	171 50T
	05/13/11	1- Non-Commissioned Officer 6 a.m - 12.15 a m	6 25		12 25	76 56T
	05/14/11	1- Non-Commissioned Officer 6 a m - 6 p m	12	6	12 25	147 00T
	05/14/11	2- Non-Commissioned Officers 6 p m - 6 a.m	24	12	12 25	294 00T
	05/15/11	1- Non-Commissioned Officer 6 a.m - 8 p m	14		12 25	171 50T
	05/15/11	2- Non-Commissioned Officers 8 p m - 6 a m	20	10	12 25	245 00T
	05/16/11	2- Non-Commissioned Officers 6 p m - 6 a m	24	12	12 25	294 00T
	05/17/11	2- Non-Commissioned Officers 6 p m - 6 a m	24	12	12 25	294 00T
	05/18/11	1- Non-Commissioned Officer 6 p m - 2 30 a.m	8 5		12 25	104 13T
		(Officer had emergency)				
Wk3	05/19/11	1- Non-Commissioned Officer 6 p m - 12 30 a.m	6 5	2 5	12 25	79 63T
	05/19/11	1- Non-Commissioned Officer 12 a m - 6 a m	6		12 25	73 50T
	05/20/11	1- Non-Commissioned Officer 6 a.m - 2 p m	8	8	12 25	98 00T
	05/20/11	1- Non-Commissioned Officer 6 a.m - 4 p m	10	10	12 25	122 50T
	05/20/11	2- Non-Commissioned Officers 4 p m - 6 a m	28	14	12 25	343 00T
	05/21/11	1- Non-Commissioned Officer 6 a.m - 6 p m	12		12 25	147 00T
	05/21/11	1- Non-Commissioned Officer 6 p m - 2 15 a.m	8 25		12 25	101 06T
	05/21/11	1 Non-Commissioned Officer 6 p m - 6 a m	12		12 25	147 00T
	05/22/11	2- Non-Commissioned Officers 6 a.m - 6 p m	24		12 25	294 00T
	05/22/11	1- Non-Commissioned Officer 6 p m 6 a.m	12		12 25	147 00T
	05/22/11	1- Non-Commissioned Officer 9 p m - 6 a m	9		12 25	110 25T
	05/23/11	2- Non-Commissioned Officers 6 p m - 6 a m	24		12 25	294 00T
Wk4	05/24/11	2- Non-Commissioned Officers 6 p m - 6 a m	24		12 25	294 00T
	05/25/11	2- Non-Commissioned Officers 6 p m - 6 a.m	24	12	12 25	294 00T
	05/26/11	1- Non-Commissioned Officer 6 p m - 6 a.m	12	2	12 25	147 00T

Thank you for Choosing Agrupneo Security
Please make check payable to Agrupneo Security

Total

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
6/9/2011	1183

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms

Due on receipt

Date	Description	Hours	Rate	Amount
	05/26/11 1- Non-Commissioned Officer 6 p m - 2 a.m.	8	12 25	98 00T
	05/27/11 1- Non-Commissioned Officer 6 a m - 6 p.m	12	12 25	147 00T
	05/27/11 2- Non-Commissioned Officers 6 p m - 6 a.m	24	12 25	294 00T
	05/28/11 1- Non-Commissioned Officer 6 a.m. - 6 p m	12	12 25	147 00T
	05/28/11 1- Non-Commissioned Officer 6 p m - 12 a.m	6	12 25	73 50T
	05/28/11 1- Non-Commissioned Officer 6 p m - 6 a.m	12	12 25	147 00T
	05/29/11 1- Non-Commissioned Officer 6 a.m - 8 p m.	14	12 25	171 50T
	05/29/11 2- Non-Commissioned Officers 8 p m - 6 a.m	20	12 25	245 00T
	05/30/11 1- Non-Commissioned Officer 6 a.m - 6 p m.	12	12 25	147 00T
	05/30/11 2- Non-Commissioned Officers 6 p m - 6 a.m	24	12 25	294 00T
	05/31/11 2- Non-Commissioned Officers 6 p m - 6 a m	24	12 25	294 00T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
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Total $10,412.51

978-212

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
7/5/2011	1186

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms
Net 30

Date	Description	Hours	Rate	Amount
7/5/2011				
	06/01/11 2 - Non-Commissioned Officer 5 30 p m. - 6 a.m	25	12 25	306 25T
	06/02/11 2 - Non-Commissioned Officer 5 30 p m. - 6 a.m	25	12 25	306 25T
	06/03/11 1 - Non-Commissioned Officer 5 30 p m. - 6 a.m.	12 5	12 25	153 13T
	06/03/11 1 - Non-Commissioned Officer 5 30 p m. - 2 15 a.m	8 75	12 25	107 19T
	06/04/11 1 - Non-Commissioned Officer 6 a.m. - 6 p m.	12	12 25	147 00T
	06/04/11 1 - Non-Commissioned Officer 6 p m. - 9 p m.	3	12 25	36 75T
	06/04/11 1 - Non-Commissioned Officer 12 30 a.m. - 6 a.m	11 5	12 25	140.88T
	06/05/11 1 - Non-Commissioned Officer 6 a.m. - 8 p m	14	12 25	171 50T
	06/05/11 1 - Non-Commissioned Officer 8 p m. - 6 a.m	10	12 25	122.50T
	06/06/11. 2 - Non-Commissioned Officer 5 30 p m - 6 a.m.	25	12.25	306 25T
	06/07/11 2 - Non-Commissioned Officer 5·30 p m. - 6 a.m	25	12 25	306 25T
	06/08/11 2 - Non-Commissioned Officer 5 30 p.m. - 6 a.m	25	12 25	306 25T
	06/09/11 2 - Non-Commissioned Officer 5 30 p m. - 6 a.m.	25	12.25	306 25T
	06/10/11 1 - Non-Commissioned Officer 6 a.m. - 6 p m.	12	12 25	147 00T
	06/10/11 1 - Non-Commissioned Officer 6 a.m - 2 p m.	8	12 25	98 00T
	06/10/11 1 - Non-Commissioned Officer 2 p m. - 6 p m.	4	12 25	49 00T
	06/11/11 1 - Non-Commissioned Officer 6 a.m. - 6 p m	12	12 25	147 00T
	06/11/11 1 - Non-Commissioned Officer 6 a.m - 3 45 p m.	9 75	12 25	119 44T
	06/11/11 1 - Non-Commissioned Officer 3 45 p m. - 6 a.m	14 25	12 25	174 56T
	06/11/11 1 - Non-Commissioned Officer 6 p.m - 12 a.m.	6	12 25	73 50T
	06/11/11 1 - Non-Commissioned Officer 12 a.m. - 6 a.m.	6	12 25	73 50T
	06/12/11 2 - Non-Commissioned Officer 6 a.m. - 8 p m	28	12 25	343 00T
	06/12/11 2 - Non-Commissioned Officer 8 p m - 6 a.m.	20	12 25	245 00T
	06/13/11 2 - Non-Commissioned Officer 5.30 p m. - 6 a.m	25	12 25	306 25T
	06/14/11 2 - Non-Commissioned Officer 5 30 p m - 6 a.m	25	12 25	306 25T
	06/15/11 2 - Non-Commissioned Officer 5 30 p m - 6 a.m	25	12 25	306 25T
	06/16/11 2 - Non-Commissioned Officer 5 30 p.m. - 6 a.m.	25	12 25	306 25T
	06/17/11 2 - Non-Commissioned Officer 6 a.m - 6 p m.	24	12 25	294 00T
	06/17/11 2 - Non-Commissioned Officer 6 p m. - 6 a.m	12	12 25	147 00T
	06/17/11 1 - Non-Commissioned Officer 6 p m - 8 p m. (Officer Emergency)	2	12 25	24 50T
	06/17/11 1 - Non-Commissioned Officer 10 30 p m - 4 30 a.m (Replacement Officer)	6	12 25	73 50T
	06/18/11 2 - Non-Commissioned Officer 6 a.m - 6 p m.	24	12 25	294 00T
	06/18/11 2 - Non-Commissioned Officer 6 p m. - 6 a.m	24	12 25	294 00T
	06/19/11 2 - Non-Commissioned Officer 6 a.m - 6 p m	24	12 25	294 00T
	06/19/11 1 - Non-Commissioned Officer 6 p m - 6 a.m	12	12 25	147 00T
	06/19/11 1 - Non-Commissioned Officer 8 p m - 6 a.m	10	12 25	122 50T
	06/20/11 2 - Non-Commissioned Officer 5 30 p m - 6 a.m	25	12 25	306 25T
	06/21/11 2 - Non-Commissioned Officer 5 30 p m - 6 a m	25	12 25	306 25T

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
7/5/2011	1186

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms
Net 30

Date	Description	Hours	Rate	Amount
	06/22/11 2 - Non-Commissioned Officer 5 30 p m. - 6 a.m.	25	12.25	306 25T
	06/23/11 1 - Non-Commissioned Officer 5 30 p m - 6 a.m.	12 5	12 25	153 13T
	06/23/11 1 - Non-Commissioned Officer 5 45 p m - 6 a.m.	12 25	12 25	150 06T
	06/24/11 2 - Non-Commissioned Officer 6 a.m. - 6 p m.	24	12 25	294 00T
	06/24/11 2 - Non-Commissioned Officer 6 p m - 6 a.m	24	12 25	294 00T
	06/25/11 2 - Non-Commissioned Officer 6 a.m - 6 p m	24	12 25	294 00T
	06/25/11 2 - Non-Commissioned Officer 6 p m. - 6 a.m	24	12 25	294 00T
	06/26/11 2 - Non-Commissioned Officer 6 a.m. - 8 p m	28	12 25	343 00T
	06/26/11 2 - Non-Commissioned Officer 8 p m - 6 a.m.	20	12 25	245 00T
	06/27/11 1 - Non-Commissioned Officer 5 30 p m. - 6 a.m.	12 5	12 25	153 13T
	06/27/11 1 - Non-Commissioned Officer 5 45 p m - 6 a.m	12 25	12 25	150 06T
	06/28/11 2 - Non-Commissioned Officer 5 30 p m - 6 a.m	25	12 25	306 25T
	06/29/11 2 - Non-Commissioned Officer 5 30 p m. - 6 a.m	25	12 25	306 25T
	06/30/11 1 - Non-Commissioned Officer 5 30 p.m - 6 a.m.	12 5	12 25	153 13T
	06/30/11 1 - Non-Commissioned Officer 6 p m - 6 a.m.	12	12 25	147 00T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total $11,303 71

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
8/5/2011	1189

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City TX 77590

Terms
Net 30

Date	Description	Hours	Rate	Amount
8/5/2011	07/01/11 2 - Non-Commissioned Officer 6 00 a.m - 6 00 p m	24	12 25	294 00T
	07/01/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a.m	24	12 25	294 00T
	07/02/11 2 - Non-Commissioned Officer 6 00 a m - 6 00 p m	24	12 25	294 00T
	07/02/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a.m	24	12 25	294 00T
	07/03/11 1 - Non-Commissioned Officer 6 00 a.m - 6 00 p m	12	12 25	147 00T
	07/03/11 1 - Non-Commissioned Officer 6 00 a m - 8 00 p m	14	12 25	171 50T
	07/03/11 2 - Non-Commissioned Officer 8 00 p m - 6 00 a.m	20	12 25	245 00T
	07/04/11 2 - Non-Commissioned Officer 6 00 a m - 6 00 p m	24	12 25	294 00T
	07/04/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a.m	24	12 25	294 00T
	07/05/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/06/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/07/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a.m	25	12 25	306 25T
	07/08/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a.m	25	12 25	306 25T
	07/09/11 2 - Non-Commissioned Officer 6 00 a m - 6 00 p m	24	12 25	294 00T
	07/09/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a m	24	12 25	294 00T
	07/10/11 2 - Non-Commissioned Officer 6 00 a.m - 8 00 p m	28	12 25	343 00T
	07/10/11 2 - Non-Commissioned Officer 8 00 p m - 6 00 a.m	20	12 25	245 00T
	07/11/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a.m	25	12 25	306 25T
	07/12/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/13/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a.m	25	12 25	306 25T
	07/14/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/15/11 2 - Non-Commissioned Officer 6 00 a.m - 6 00 p m	24	12 25	294 00T
	07/15/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a m	24	12 25	294 00T
	07/16/11 2 - Non-Commissioned Officer 6 00 a.m - 6 00 p m	24	12 25	294 00T
	07/16/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a m	24	12 25	294 00T
	07/17/11 1 - Non-Commissioned Officer 6 00 a.m - 7 30 p m	13 5	12 25	165 38T
	07/17/11 1 - Non-Commissioned Officer 7 30 p m - 6 00 a.m	10 5	12 25	128 63T
	07/17/11 1 - Non-Commissioned Officer 6 00 a m - 8 00 p m	14	12 25	171 50T
	07/17/11 1 - Non-Commissioned Officer 8 00 p m - 6 45 a m	10 75	12 25	131 69T
	07/18/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/19/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/20/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/21/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/22/11 2 - Non-Commissioned Officer 6 00 a m - 6 00 p m	24	12 25	294 00T
	07/22/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a m	24	12 25	294 00T
	07/23/11 2 - Non-Commissioned Officer 6 00 a.m - 6 00 p m	24	12 25	294 00T
	07/23/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a m	24	12 25	294 00T
	07/24/11 2 - Non-Commissioned Officer 6 00 a m - 8 00 p m	28	12 25	343 00T
	07/24/11 2 - Non-Commissioned Officer 8 00 p m - 6 00 a m	20	12 25	245 00T
	07/25/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/26/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T
	07/27/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a m	25	12 25	306 25T

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
8/5/2011	1189

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City TX 77590

Terms

Net 30

Price	Description	Hours	Rate	Amount
	07/28/11 2 - Non-Commissioned Officer 5 30 p m - 6 00 a.m	25	12 25	306 25T
	07/29/11 2 - Non-Commissioned Officer 6 00 a.m - 6 00 p m	24	12 25	294 00T
	07/29/11 1 - Non-Commissioned Officer 6 00 p m - 6 00 a.m	12	12 25	147 00T
	07/29/11 1 - Non-Commissioned Officer 6 30 p m - 9 00 p m	2 5	12 25	30 63T
	07/29/11 1 - Non-Commissioned Officer 9 00 p m - 6 00 a.m	9	12 25	110 25T
	07/30/11 2 - Non-Commissioned Officer 6 00 a m - 6 00 p m	24	12 25	294 00T
	07/30/11 2 - Non-Commissioned Officer 6 00 p m - 6 00 a m	24	12 25	294 00T
	07/31/11 2 - Non-Commissioned Officer 6 00 a.m - 8 00 p m	28	12 25	343 00T
	07/31/11 2 - Non-Commissioned Officer 8 00 p m - 6 00 a m	20	12 25	245 00T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
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Total $13,698 58

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
9/7/2011	1191

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms

Net 30

Date		Description	Hours		Rate	Amount
9/7/2011	08/01/11	2 - Non-Commissioned Officers 5 30 p m - 6 a.m	25	14	12 25	306 25T
	08/02/11	2 - Non-Commissioned Officers 5 30 p m. - 6 a.m	25	14	12 25	306 25T
	08/03/11	2 - Non-Commissioned Officers 5 30 p m - 6 a.m	25		12 25	306 25T
	08/04/11	2 - Non-Commissioned Officers 5 30 p m. - 6 a.m	25	14	12 25	306 25T
	08/05/11	2 - Non-Commissioned Officers 6 a.m. - 6 p m.	24		12 25	294 00T
	08/05/11	2 - Non-Commissioned Officers 6 p m. - 6 a.m.	24		12 25	294 00T
	08/06/11	1 - Non-Commissioned Officer 6 a.m - 6 p m.	12	12	12 25	147 00T
	08/06/11	1 - Non-Commissioned Officer 6 a.m. - 7 30 p m	13 5		12 25	165 38T
	08/06/11	1 - Non-Commissioned Officer 6 p m. - 6 a.m	12		12 25	147 00T
	08/06/11	1 - Non-Commissioned Officer 7 30 p m - 6 a.m.	10 5	10 5	12 25	128 63T
	08/07/11	2 - Non-Commissioned Officers 6 a.m. - 8 p m.	28	14	12 25	343 00T
	08/07/11	2 - Non-Commissioned Officers 8 p m. - 6 a.m	20	10	12 25	245 00T
	08/08/11	2 - Non-Commissioned Officers 5 30 p m - 6 a.m	25	13	12 25	306 25T
	08/09/11	2 - Non-Commissioned Officers 5 30 p m. - 6 a.m	25	13	12 25	306 25T
	08/10/11	2 - Non-Commissioned Officers 5 30 p m - 12 a.m	13	7	12 25	159 25T
	08/10/11	2 - Non-Commissioned Officers 12 a.m - 6 a m.	12	6	12 25	147 00T
	08/11/11	1 - Non-Commissioned Officer 5 30 p m - 6 a.m	12 5	2	12 25	153 13T
	08/11/11	1 - Non-Commissioned Officer 5 45 p m - 6 a.m.	12 25	12 5	12 25	150 06T
	08/12/11	2 - Non-Commissioned Officers 6 a.m - 6 p m	24	11	12 25	294 00T
	08/12/11	1 - Non-Commissioned Officer 6 p m. - 6 a.m	12		12 25	147 00T
	08/12/11	1 - Non-Commissioned Officer 6 30 p m - 6 a.m	11 5	15	12 25	140 88T
	08/13/11	2 - Non-Commissioned Officers 6 a.m - 6 p m	24	12	12 25	294 00T
	08/13/11	2 - Non-Commissioned Officers 6 p m - 6 a.m	24	12	12 25	294 00T
	08/14/11	2 - Non-Commissioned Officers 6 a.m - 8 p m	28	14	12 25	343 00T
	08/14/11.	2 - Non-Commissioned Officers 8 p m - 6 a.m.	20	10	12 25	245 00T
	08/15/11	2 - Non-Commissioned Officers 5 30 p m - 6 a m	25	14	12 25	306 25T
	08/16/11	2 - Non-Commissioned Officers 4 30 p m - 6 a.m	27	17	12 25	330 75T
	08/17/11	2 - Non-Commissioned Officers 4 30 p m. - 12 a.m	15	5	12 25	183 75T
	08/17/11	2 - Non-Commissioned Officers 12 a.m - 6 a.m	12	2	12 25	147 00T
	08/18/11	1 - Non-Commissioned Officer 4 30 p m - 6 a m	13 5	13	12 25	165 38T
	08/18/11	1 - Non-Commissioned Officer 4 30 p m - 12 a m	7 5		12 25	91 88T
	08/18/11	1 - Non-Commissioned Officer 12 a.m - 6 a.m	6		12 25	73 50T
	08/19/11	2 - Non-Commissioned Officers 5 p m 6 a.m	26	13	12 25	318 50T
	08/20/11	2 - Non-Commissioned Officers 6 a.m - 6 p m	24	1	12 25	294 00T
	08/20/11	2 - Non-Commissioned Officers 6 p m - 6 a.m	24		12 25	294 00T
	08/21/11	1 - Non-Commissioned Officer 6 a.m - 6 p m	12		12 25	147 00T
	08/21/11	1 - Non-Commissioned Officer 6 a.m 9 p m	15	1	12 25	183 75T
	08/21/11	1 Non-Commissioned Officer 6 p m - 6 a.m	12		12 25	147 00T
	08/21/11	1 Non-Commissioned Officer 9 p m 6 a.m	9	1	12 25	110 25T
	08/22/11	1 Non-Commissioned Officer 4 30 p m 6 a.m	13 5		12 25	165 38T
	08/22/11	1 Non-Commissioned Officer 4 30 p m 12 a.m	7 5		12 25	91 88T
	08/22/11	1 Non-Commissioned Officer 12 a.m 6 a.m	6		12 25	73 50T
	08/23/11	2 Non-Commissioned Officers 4 30 p m 6 a.m	27		12 25	330 75T

Thank you for Choosing Agrupneo Security
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Total

From Hugh Patrick Constructors,Inc 4099482282 09/14/2011 00 19 #299 P 002/002

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
9/7/2011	1191

Bill To

Hugh-Patrick Constructors, Inc.
2628 Texas Ave.
Texas City, TX 77590

Terms
Net 30

Date	Description	Hours	Rate	Amount
	08/24/11 1 - Non-Commissioned Officer 4 30 p m. - 6 a.m	13 5	12 25	165 38T
	08/24/11 1 - Non-Commissioned Officer 4 30 p m - 12 a m	7 5	12 25	91 88T
	08/24/11 1 - Non-Commissioned Officer 12 a.m - 6 a.m	6	12 25	73 50T
	08/25/11 1 - Non-Commissioned Officer 4 45 p m. - 6 a.m.	13 25	12 25	162 31T
	08/25/11 1 - Non-Commissioned Officer 5 30 p m - 6 a.m.	12 5	12 25	153 13T
	08/26/11 2 - Non-Commissioned Officers 4 30 p m - 6 a.m	27	12 25	330 75T
	08/27/11 1 - Non-Commissioned Officer 6 a.m. - 6 p m.	12	12 25	147 00T
	08/27/11 1 - Non-Commissioned Officer 6 a.m - 8 p m.	14	12 25	171 50T
	08/27/11 1 - Non-Commissioned Officer 6 p m - 6 a.m.	12	12 25	147 00T
	08/27/11 1 - Non-Commissioned Officer 8 p m. - 6 a.m.	10	12 25	122 50T
	08/28/11 1 - Non-Commissioned Officer 6 a.m - 6 p m	12	12 25	147 00T
	08/28/11 1 - Non-Commissioned Officer 6 a.m - 8 p m	14	12 25	171 50T
	08/28/11 1 - Non-Commissioned Officer 6 p m - 6 a.m.	12	12 25	147 00T
	08/28/11 1 - Non-Commissioned Officer 8 p m - 6 a.m	10	12 25	122 50T
	08/29/11 1 - Non-Commissioned Officer 4 30 p m - 6 a.m	13 5	12 25	165 38T
	08/29/11 1 - Non-Commissioned Officer 4 30 p m - 12 a m	7 5	12 25	91 88T
	08/29/11 1 - Non-Commissioned Officer 12 a.m - 6 a.m	6	12 25	73 50T
	08/30/11 2 - Non-Commissioned Officers 4 30 p m. - 6 a.m.	27	12 25	330 75T
	08/31/11 1 - Non-Commissioned Officer 4 30 p m - 6 a.m	13 5	12 25	165 38T
	08/31/11 1 - Non-Commissioned Officer 4 30 p m - 12 a m	7 5	12 25	91 88T
	08/31/11 1 - Non-Commissioned Officer 12 a.m - 6 a.m	6	12 25	73 50T
	* Billing Adjustment 07/17/11 CREDIT 45 MIN		-9 19	-9 19T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
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Total $12,559.38

From Hugh Patrick Constructors,Inc 4099482282 09/14/2011 00 19 #299 P 001/002

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
10/8/2011	1192

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms

Net 30

Date	Description	Hours	Hours	Rate	Amount
10/8/2011					
	09/01/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27	17	12 25	330 75T
	09/02/11 2 - Non-Commissioned Officers 4 30 p m - 6 a.m	27	17	12 25	330 75T
	09/03/11 1 - Non-Commissioned Officer 6 a.m - 6 p m	12	12	12 25	147 00T
	09/03/11 1 - Non-Commissioned Officer 6 a m - 8 p m	14		12 25	171 50T
	09/03/11 1 - Non-Commissioned Officer 6 p m - 6 a.m	12	12	12 25	147 00T
	09/03/11 1 - Non-Commissioned Officer 8 p m - 6 a.m	10		12 25	122 50T
	09/04/11 1 - Non-Commissioned Officer 6 a.m - 6 p m	12		12 25	147 00T
	09/04/11 1 - Non-Commissioned Officer 6 a m - 8 p m	14	14	12 25	171 50T
	09/04/11 1 - Non-Commissioned Officer 6 p m - 6 a.m	12		12 25	147 00T
	09/04/11 1 - Non-Commissioned Officer 8 p m - 6 a.m.	10	10	12 25	122 50T
	09/05/11 1 - Non-Commissioned Officer 6 a.m - 6 p m	12		12 25	147 00T
	09/05/11 1 - Non-Commissioned Officer 6 p m - 6 a m	12	2	12 25	147 00T
	09/05/11 1 - Non-Commissioned Officer 6 p m - 12 a.m	6	6	12 25	73 50T
	09/05/11 1 - Non-Commissioned Officer 12 a m - 6 a m	6	6	12 25	73 50T
	09/06/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27	17	12 25	330 75T
	09/07/11 1 - Non-Commissioned Officer 4 30 p m - 6 a.m	13 5	3[illegible]	12 25	165 38T
	09/07/11 1 - Non-Commissioned Officer 4 30 p m - 12 a m	7 5	7[illegible]	12 25	91 88T
	09/07/11 1 - Non-Commissioned Officer 12 a m - 6 a.m	6	6	12 25	73 50T
	09/08/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27	17	12 25	330 75T
	09/09/11 1 - Non-Commissioned Officer 4 30 p m - 6 a.m	13 5	3[illegible]	12 25	165 38T
	09/09/11 1 - Non-Commissioned Officer 6 30 p m - 6 a.m	11 5	1[illegible]	12 25	140 88T
	09/10/11 1 - Non-Commissioned Officer 6 a m - 6 p m	12	12	12 25	147 00T
	09/10/11 1 - Non-Commissioned Officer 6 a m - 8 p m	14		12 25	171 50T
	09/10/11 1 - Non-Commissioned Officer 6 p m - 6 a m	12	12	12 25	147 00T
	09/10/11 1 - Non-Commissioned Officer 8 p m - 6 a m	10		12 25	122 50T
	09/11/11 1 - Non-Commissioned Officer 6 a m - 6 p m	12		12 25	147 00T
	09/11/11 1 - Non-Commissioned Officer 6 a m - 8 p m	14		12 25	171 50T
	09/11/11 1 - Non-Commissioned Officer 6 p m - 6 a.m	12	12	12 25	147 00T
	09/11/11 1 - Non-Commissioned Officer 8 p m - 6 a m	10		12 25	122 50T
	09/12/11 1 - Non-Commissioned Officer 4 30 p m - 6 a m	13 5	[illegible]	12 25	165 38T
	09/12/11 1 - Non-Commissioned Officer 4 30 p m - 11 30 p m	7	[illegible]	12 25	85 75T
	09/12/11 1 - Non-Commissioned Officer 11 30 p m - 6 a.m	6 5		12 25	79 63T
	09/13/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27	17	12 25	330 75T
	09/14/11 1 - Non-Commissioned Officer 4 30 p m - 6 a m	13 5	[illegible]	12 25	165 38T
	09/14/11 1 - Non-Commissioned Officer 4 30 p m - 12 a m	7 5	[illegible]	12 25	91 88T
	09/14/11 1 - Non-Commissioned Officer 12 a m - 6 a m	6		12 25	73 50T
	09/15/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27	[illegible]	12 25	330 75T
	09/16/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27		12 25	330 75T
	09/17/11 1 - Non-Commissioned Officer 6 30 a m - 6 p m	11 5		12 25	140 88T
	09/17/11 1 - Non-Commissioned Officer 6 a m - 8 p m	14	14	12 25	171 50T
	09/17/11 1 - Non-Commissioned Officer 6 p m - 6 a m	12		12 25	147 00T
	09/17/11 1 - Non-Commissioned Officer 8 p m - 6 a.m	10	[illegible]	12 25	122 50T
	09/18/11 2 - Non-Commissioned Officers 6 a m - 6 p m	24	1[illegible]	12 25	294 00T

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Total [illegible]

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
10/8/2011	1192

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

6pm 6am

Terms
Net 30

Date	Description	Hours	Rate	Amount
	09/18/11 2 - Non-Commissioned Officers 6 p m - 6 a.m	24	12 25	294 00T
	09/19/11 1 - Non-Commissioned Officer 4 30 p m - 6 a.m	13 5	12 25	165 38T
	09/19/11 1 - Non-Commissioned Officer 4 30 p m - 12 a.m	7 5	12 25	91 88T
	09/19/11 1 - Non-Commissioned Officer 12 a.m - 6 a m	6	12 25	73 50T
	09/20/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27	12 25	330 75T
	09/21/11 1 - Non-Commissioned Officer 4 30 p m - 6 a m	13 5	12 25	165 38T
	09/21/11 1 - Non-Commissioned Officer 4 30 p m - 12 a.m	7 5	12 25	91 88T
	09/21/11 1 - Non-Commissioned Officer 12 a.m - 6 a m	6	12 25	73 50T
	09/22/11 1 - Non-Commissioned Officer 4 30 p m - 6 a.m	13 5	12 25	165 38T
	09/22/11 1 - Non-Commissioned Officer 6 a.m - 6 p m	12	12 25	147 00T
	09/23/11 2 - Non-Commissioned Officers 4.30 p m - 6 a m	27	12 25	330 75T
	09/24/11 2 - Non-Commissioned Officers 6 a m - 6 p m	24	12 25	294 00T
	09/24/11 2 - Non-Commissioned Officers 6 p m - 6 a m	24	12 25	294 00T
	09/25/11 1 - Non-Commissioned Officer 6 a.m - 6 p m	12	12 25	147 00T
	09/25/11 1 - Non-Commissioned Officer 6 a.m - 8 p m	14	12 25	171 50T
	09/25/11 1 - Non-Commissioned Officer 6 p m - 6 a m	12	12 25	147 00T
	09/25/11 1 - Non-Commissioned Officer 8 p m - 6 a m	10	12 25	122 50T
	09/26/11 1 - Non-Commissioned Officer 4 30 p m - 6 a m	13 5	12 25	165 38T
	09/26/11 1 - Non-Commissioned Officer 4 30 p m - 12 a m	7 5	12 25	91 88T
	09/26/11 1 - Non-Commissioned Officer 12 a.m - 6 a.m	6	12 25	73 50T
	09/27/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27	12 25	330 75T
	09/28/11 1 - Non-Commissioned Officer 4 30 p m - 6 a.m	13 5	12 25	165 38T
	09/28/11 1 - Non-Commissioned Officer 4 30 p m - 12 a.m	7 5	12 25	91 88T
	09/28/11 1 - Non-Commissioned Officer 12 a m - 6 a.m	6	12 25	73 50T
	09/29/11 2 - Non-Commissioned Officers 4 30 p m - 6 a m	27	12 25	330 75T
	09/30/11 1 - Non-Commissioned Officer 4 30 p m - 6 a m	13 5	12 25	165 38T
	09/30/11 1 - Non-Commissioned Officer 5 p m - 6 a m	13	12 25	159 25T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total $12,035.72

Agrupneo Security
2951 Marina Bay Drive #130-476
League City TX 77573

281-538-1320

Invoice

Date	Invoice #
11/14/2011	1195

Bill To

Hugh Patrick Constructors Inc
2628 Texas Ave
Texas City TX 77590

Terms
Net 30

Date	Description	Hours	Rate	Amount
11/10/2011	10/01/11 1 Non-Commissioned Officer, 6 a m - 6 p m	12	12 25	147 00T
	10/01/11 1 Non-Commissioned Officer, 6 a m - 8 p m	14	12 25	171 50T
	10/01/11 1 Non-Commissioned Officer, 6 p m 6 a.m	12	12 25	147 00T
	10/01/11 1 Non-Commissioned Officer, 8 p m - 6 a m	10	12 25	122 50T
	10/02/11 1 Non-Commissioned Officer, 6 a.m - 6 p m	12	12 25	147 00T
	10/02/11 1 Non-Commissioned Officer 6 a m - 8 p m	14	12 25	171 50T
	10/02/11 1 Non-Commissioned Officer 6 p m - 6 a m	12	12 25	147 00T
	10/02/11 1 Non-Commissioned Officer, 8 p m - 6 a m	10	12 25	122 50T
	10/03/11 1 Non-Commissioned Officer 4 30 p m - 6 a m	13 5	12 25	165 38T
	10/03/11 1 Non-Commissioned Officer, 4 30 p m - 12 a.m	7 5	12 25	91 88T
	10/03/11 1 Non-Commissioned Officer 12 a.m - 6 a m	6	12 25	73 50T
	10/04/11 2 Non-Commissioned Officers, 4 30 p m - 6 a m	27	12 25	330 75T
	10/05/11 1 Non-Commissioned Officer, 4 30 p m 6 a.m	13 5	12 25	165 38T
	10/05/11 1 Non-Commissioned Officer, 4 30 p m 12 a.m	7 5	12 25	91 88T
	10/05/11 1 Non-Commissioned Officer, 12 a m 6 a m	6	12 25	73 50T
	10/06/11 2 Non-Commissioned Officers 4 30 p m - 6 a.m	27	12 25	330 75T
	10/07/11 2 Non-Commissioned Officers, 4 30 p m - 6 a m	27	12 25	330 75T
	10/08/11 1 Non-Commissioned Officer, 6 a m - 6 p m	12	12 25	147 00T
	10/08/11 1 Non-Commissioned Officer, 6 p m - 6 a m	12	12 25	147 00T
	10/08/11 1 Non-Commissioned Officer, 8 p m - 6 a.m	10	12 25	122 50T
	** New Schedule in effect 1 Officer per shift **			
	10/09/11 1 Non-Commissioned Officer, 6 a m - 8 p m	14	12 25	171 50T
	10/09/11 1 Non-Commissioned Officer, 8 p m - 6 a m	10	12 25	122 50T
	10/10/11 1 Non-Commissioned Officer, 4 30 p m - 6 a m	13 5	12 25	165 38T
	10/11/11 1 Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	10/12/11 1 Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	10/13/11 1 Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	10/14/11 1 Non-Commissioned Officer, 4 30 p m 6 a m	13 5	12 25	165 38T
	10/15/11 1 Non-Commissioned Officer 6 a.m - 8 p m	14	12 25	171 50T
	10/15/11 1 Non-Commissioned Officer, 8 p m - 6 a.m	10	12 25	122 50T
	10/16/11 1 Non-Commissioned Officer 6 a.m - 8 15 p m	14	12 25	171 50T
	10/16/11 1 Non-Commissioned Officer 8 15 p m 6 a m	10	12 25	122 50T
	10/17/11 1 Non-Commissioned Officer 4 30 p m 6 a m	13 5	12 25	165 38T
	10/18/11 1 Non-Commissioned Officer 4 30 p m 6 a m	13 5	12 25	165 38T
	10/19/11 1 Non-Commissioned Officer 4 30 p m 6 a m	13 5	12 25	165 38T
	10/20/11 1 Non-Commissioned Officer 4 30 p m 6 a m	13 5	12 25	165 38T
	10/21/11 1 Non-Commissioned Officer 4 30 p m 6 a m	13 5	12 25	165 38T
	10/22/11 1 Non-Commissioned Officer 6 a m 8 p m	14	12 25	171 50T
	10/22/11 1 Non-Commissioned Officer 8 p m 6 a m	10	12 25	122 50T
	10/23/11 1 Non-Commissioned Officer 6 a m - 8 p m	14	12 25	171 50T
	10/23/11 1 Non-Commissioned Officer 8 p m 6 a m	10	12 25	122 50T
	10/24/11 1 Non-Commissioned Officer, 4 30 p m 6 a m	13 5	12 25	165 38T

Thank you for Choosing Agrupneo Security
Please make check payable to Agrupneo Security

Total

Agrupneo Security
2951 Marina Bay Drive #130-476
League City TX 77573

281 538-4320

Invoice

Date	Invoice #
11/14/2011	1193

Bill To

Hugh Patrick Constructors Inc
2628 Texas Ave
Texas City TX 77590

Terms
Net 30

Date	Description	Hours	Rate	Amount
	10/25/11 1 Non-Commissioned Officer 4 30 p m - 6 a m	13 5	12 25	165 38T
	10/26/11 1 Non-Commissioned Officer, 4 30 p m - 6 a m	13 5	12 25	165 38T
	10/27/11 1 Non-Commissioned Officer 4 30 p m - 6 a m	13 5	12 25	165 38T
	10/28/11 1 Non-Commissioned Officer 4 30 p m - 6 a m	13 5	12 25	165 38T
	10/29/11 1 Non-Commissioned Officer 6 a m - 8 p m	14	12 25	171 50T
	10/29/11 1 Non-Commissioned Officer, 8 p m - 6 a m	10	12 25	122 50T
	10/30/11 1 Non-Commissioned Officer, 6 a m - 8 p m	14	12 25	171 50T
	10/30/11 1 Non-Commissioned Officer, 8 p m 6 a m	10	12 25	122 50T
	10/31/11 1 Non Commissioned Officer 4 30 p m - 6 a m	13 5	12 25	165 38T
	12,560 x/			
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
Please make check payable to Agrupneo Security

Total $7,950.35

9782112

Agrupneo Security

2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

Invoice

Date	Invoice #
12/3/2011	1194

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

V 14790

Terms
Net 30

Date	Description	Hours	Rate	Amount
12/3/2011	11/01/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a m	13 5	12 25	165 38T
	11/02/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m.	12 5	12 25	153 13T
	11/03/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/04/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/05/11 1 - Non-Commissioned Officer, 6 a.m - 8 p m	14	12 25	171 50T
	11/05/11 1 - Non-Commissioned Officer; 8 p m - 6 a.m	10	12 25	122 50T
	11/06/11 1 - Non-Commissioned Officer, 6 a.m - 8 p m	14	12 25	171 50T
	11/06/11 1 - Non-Commissioned Officer; 8 p m - 6 a.m	10	12 25	122 50T
	11/07/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/08/11 1 - Non-Commissioned Officer, 5 p m - 6 a m	13	12 25	159 25T
	11/09/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a m	13 5	12 25	165 38T
	11/10/11 1 - Non-Commissioned Officer, 4 45 p m - 6 a.m	13 25	12 25	162 31T
	11/11/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/12/11 1 - Non-Commissioned Officer; 6 a m - 8 p m	14	12 25	171 50T
	11/12/11 1 - Non-Commissioned Officer; 8 p m - 6 a.m	10	12 25	122 50T
	11/13/11 1 - Non-Commissioned Officer; 6 a.m - 8 p m	14	12 25	171 50T
	11/13/11 1 - Non-Commissioned Officer; 8 p m - 6 a.m	10	12 25	122 50T
	11/14/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a m	13 5	12 25	165 38T
	11/15/11 1 - Non-Commissioned Officer, 5 p m - 6 a.m	13	12 25	159 25T
	11/16/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m.	13 5	12 25	165 38T
	11/17/11 1 - Non-Commissioned Officer; 4 45 p m - 6 a m	13 25	12 25	162 31T
	11/18/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/19/11 1 - Non-Commissioned Officer, 6 a.m - 8 p m	14	12 25	171 50T
	11/19/11 1 - Non-Commissioned Officer; 8 p m - 6 a.m	10	12 25	122 50T
	11/20/11 1 - Non-Commissioned Officer; 6 a.m - 8 p m	14	12 25	171 50T
	11/20/11 1 - Non-Commissioned Officer, 8 p m - 6 a.m	10	12 25	122 50T
	11/21/11 1 - Non-Commissioned Officer, 5 30 p m - 6 a.m.	12 5	12 25	153 13T
	11/22/11 1 - Non-Commissioned Officer; 4 45 p m - 6 a.m	13 25	12 25	162 31T
	11/23/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/24/11 1 - Non-Commissioned Officer, 6 a.m - 4 30 p m	10 5	12 25	128 63T
	11/24/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/25/11 1 - Non-Commissioned Officer, 6 a.m - 1 30 p m	10 5	12 25	128 63T
	11/25/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a m	13 5	12 25	165 38T
	11/26/11 1 - Non-Commissioned Officer 6 a.m - 8 p m	14	12 25	171 50T
	11/26/11 1 - Non-Commissioned Officer; 8 p m - 6 30 a.m	10 5	12 25	128 63T
	11/27/11 1 - Non-Commissioned Officer, 6 30 a.m - 8 p m	13 5	12 25	165 38T
	11/27/11 1 Non-Commissioned Officer, 8 p m - 6 a m	10	12 25	122 50T
	11/28/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/29/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	11/30/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total $6,201.66

Agrupneo Security
2951 Marina Bay Drive #130-476
League City, TX 77573

281-538-4320

918. 2112

Invoice

Date	Invoice #
12/19/2011	1195

Bill To

Hugh-Patrick Constructors, Inc
2628 Texas Ave
Texas City, TX 77590

Terms

Net 30

Date	Description	Hours	Rate	Amount
12/19/2011	12/01/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m	13 5	12 25	165 38T
	12/02/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m.	13.5	12 25	165 38T
	12/03/11 1 - Non-Commissioned Officer, 6 a.m - 4 30 p m	10 5	12 25	128 63T
	12/03/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	12/04/11 1 - Non-Commissioned Officer, 6 a.m. - 5 30 p m	11 5	12 25	140 88T
	12/04/11 1 - Non-Commissioned Officer; 5 30 p m - 6 a.m.	12 5	12 25	153 13T
	12/05/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m	13 5	12 25	165 38T
	12/06/11 1 - Non-Commissioned Officer; 4 45 p m - 6 a.m	13 25	12 25	162 31T
	12/07/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m	13 5	12.25	165 38T
	12/08/11 1 - Non-Commissioned Officer; 4 45 p m - 6 a.m	13 25	12 25	162 31T
	12/09/11 1 - Non-Commissioned Officer; 4 45 p m - 6 30 p m	1 75	12 25	21 44T
	12/9/11 1 - Non-Commissioned Officer; 6 30 p m - 6 a.m	11 5	12 25	140 88T
	12/10/11 1 - Non-Commissioned Officer; 6 a.m - 4 30 p m	10 5	12 25	128 63T
	12/10/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	12/11/11 1 - Non-Commissioned Officer; 6 a.m - 8 p m	14	12 25	171 50T
	12/11/11 1 - Non-Commissioned Officer; 8 p m - 6 a.m	10	12 25	122 50T
	12/12/11 1 - Non-Commissioned Officer; 4 30 p m - 6 a.m	13 5	12 25	165 38T
	12/13/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	12/14/11 1 - Non-Commissioned Officer, 4 30 p m - 6 a.m	13 5	12 25	165 38T
	Sales Tax		0 00%	0 00

Thank you for Choosing Agrupneo Security
-Please make check payable to Agrupneo Security

Total $2,820.63

INVOICE

GEOGRAPHIC DESIGN
INCORPORATED
MEASURING TO A HIGHER STANDARD!

INVOICE # 101001
DATE. OCTOBER 25, 2010

1101 Ocean Drive Corpus Christi, TX 78404
Phone (361) 945 5263 Fax (866) 486 - 8395
Request@txgdi.com

TO: Michael Wood
Hugh Patrick Constructors, Inc.
2628 Texas Avenue
Texas City, TX 77592
(409) 948 - 2949

SURVEY OF:
MID COUNTY ANNEX
Galveston County
Boundary Survey - Lot 2 Mainland Crossing
Establish Elevation Control

Project Manager: Jordan Garrett, RPLS
Field Crew: JG/JRG
Office Coordinator: JG

Payment Terms: Due Upon Receipt

DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
[redacted]			
Boundary Reconnaissance & Data Collection	10	$ 140.00	$ 1400.00
[redacted]			
Calculations & Data Processing	2	$ 85.00	$ 170.00
Drafting	4	$ 85.00	$ 340.00
Boundary Resolution	2	$ 85 00	$ 170.00

TOTAL DUE: $ 2,080.00

THANK YOU FOR CHOOSING GEOGRAPHIC DESIGN, INC.
MAKE CHECKS PAYABLE TO GEOGRAPHIC DESIGN, INC.

P O Box 775
La Marque, Texas 77568
Phone (409) 935-3033
Fax (409) 935-7476
azfence@sbcglobal net

January 26, 2010

Hugh Patrick Construction

Project Location	Emmett F Lowry Expressway – Old Wal-Mart Building
Project Rep	Michael Woods
Telephone	409-948-2949

We hereby submit specifications and estimates to furnish all labor and materials to perform the following scope of work:

Item #1 – Install 1800' of 6' high Temporary Chain Link Fence

Total Bid $ 8,100.00

Rental Terms – The rental period is for as long as needed to complete the project on the building located on Emmett F Lowry Expressway (the old wal-mart, Texas City) by Hugh Patrick Construction Any panels damaged or made unusable for future rentals while on Hugh Patrick's Construction Site will be a Charge to the customer at $100 00 per panel

- Quote Good for 7 Days -

Contract Conditions The above bid, when accepted by the Company, becomes a contract. A finance charge of 1 ½% per month (or a minimum of $1 00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 30 days after completion of any work invoiced If payment is not made as per terms of this contract, the property owner expressly gives the company the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession Property owner is solely responsible for locating, staking and cleaning fence lines Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands that there is no warranty on wood fence materials More or less material other than amount contracted for and digging problems will be debited or credited at current rate MasterCard, Visa and American Express are accepted with a transaction fee of 3% of total invoice

Customer Acceptance Michael Woods Date 2/2/10

A TO Z FENCE CO.
P O. Box 775
La Marque, Texas 77568
Phone 409-935-3033 * Fax 409-935-7476
azfence@sbcglobal.net

Invoice

Date	Invoice #
10/15/2010	6996

Bill To	Ship To
Hugh Patrick Constructors, Inc P O. Box 1757 Texas City, Texas 77592-1757	

P.O. Number	Project	Contact	Phone	Terms
				Net 30 Days

Description
Installed 2129' of 6' Temporary Chain Link Fencing Installed 4- 14' Swing Gates and 1- 28' Double Drive Gate with 1 Wheel on Each Gate [redacted] EXTRA

$9,769.57
+$216.50

Sales Tax (8.25%)	$0 00
Total	$9,986.07

Thank you for your business.

~~$216.50~~

P O Box 775
La Marque, Texas 77568
Phone (409) 935-3033
Fax (409) 935-7476
azfence@sbcglobal net

October 8, 2010

Hugh Patrick Construction
P O Box 1757
Texas City, TX 77592

Project Location	Emmett F Lowry Expressway – Old Wal-Mart Building
Project Rep	Michael Woods
Telephone.	409-948-2949

We hereby submit specifications and estimates to furnish all labor and materials to perform the following scope of work·

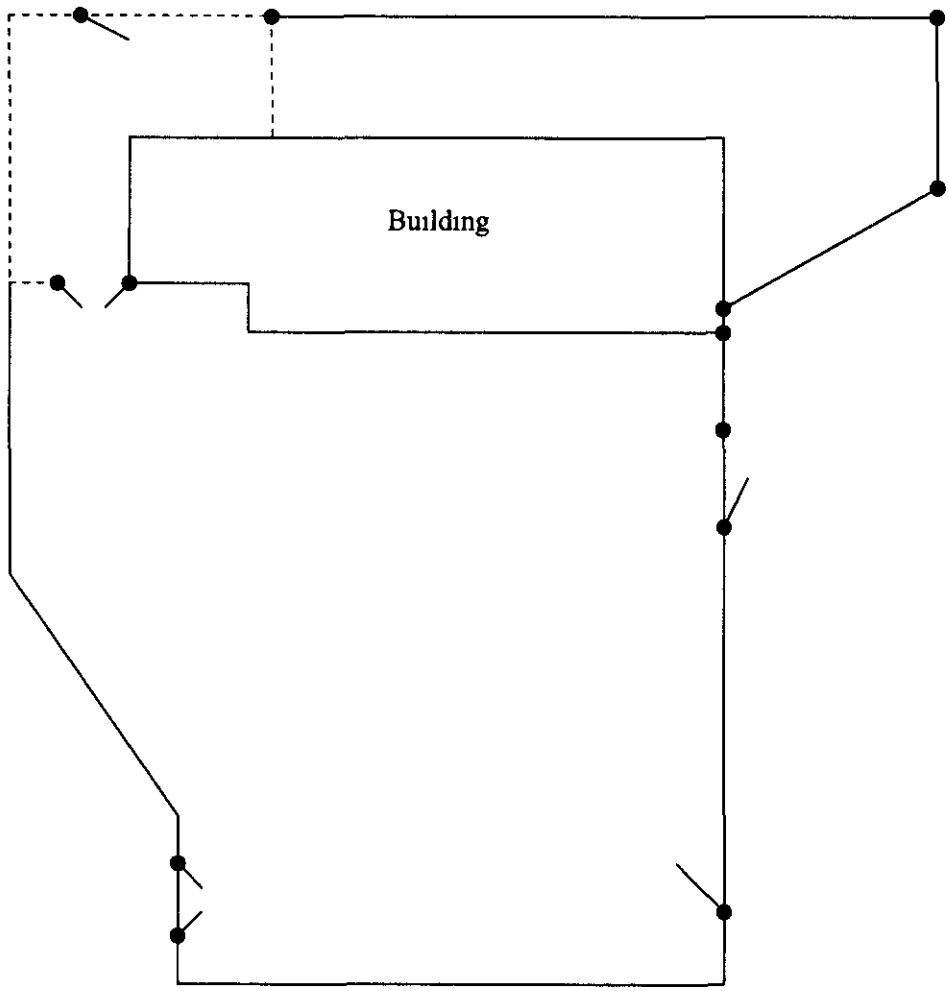
Item #1 – Install 2129' of 6' high Temporary Chain Link Fence
With – 4- 14' Swing Gates and 1- 28' Double Drive with 1 Wheel on Each Gate

Total	$ 9,025.00
Tax	~~+ 744 57~~
Total Bid	$ 9,769 57

CORRECT.

Rental Terms – The rental period for the above fencing is for as long as needed to complete the project at the old Wal-Mart Building on Emmett F Lowery Expressway Any damaged panels made unusable for future rentals while on Hugh Patrick's Construction site will result in a 100 00 Charge per damaged panel

Hugh Patrick Cont



- Quote Good for 7 Days -

Contract Conditions The above bid, when accepted by the Company, becomes a contract. A finance charge of 1 ½% per month (or a minimum of $1 00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 30 days after completion of any work invoiced If payment is not made as per terms of this contract, the property owner expressly gives the company the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession Property owner is solely responsible for locating, staking and clearing fence lines Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands that there is no warranty on wood fence materials More or less material other than amount contracted for and digging problems will be debited or credited at current rate MasterCard, Visa and American Express are accepted with a transaction fee of 3% of total invoice

Customer Acceptance Mindy Wood Date 10/12/10

978 2112

Invoice

A TO Z FENCE CO.
P O. Box 775
La Marque, Texas 77568
Phone 409-935-3033 * Fax' 409-935-7476
azfence@sbcglobal net

Date	Invoice #
7/19/2011	8285

Bill To	Ship To
Hugh Patrick Constructors, Inc. P O. Box 1757 Texas City, Texas 77592-1757	

P.O. Number	Project	Contact	Phone	Terms
1757				Net 30 Days

Description
2 Month Rental for 623' of 6' high Temporary Fencing (July 1 - Aug. 31st)

Sales Tax (8.25%)	$0.00
Total	**$436.10**

Thank you for your business.

A TO Z FENCE CO.
P O Box 775
La Marque, Texas 77568
Phone 409-935-3033 * Fax· 409-935 7476
azfence@sbcglobal net

Invoice

Date	Invoice #
9/2/2011	8347

Bill To	Ship To
Hugh Patrick Constructors, Inc P O Box 1757 Texas City, Texas 77592-1757	

P.O. Number	Project	Contact	Phone	Terms
				Net 30 Days

Description
Temporary Fence Rental for Sept 1 thru Sept 30th

Sales Tax (8.25%)	$0.00
Total	**$218.05**

Thank you for your business.

9 18 2011 C

A TO ZIFENCE CO.

P. O. Box 7 5
La Marque, Texas 77565
Phone 409 935 3033 Fax 409 935 7476
azfence@sbcglobal.net

Invoice

Date	Invoice #
11/7/2011	5440

Bill To	Ship To
Hugh Patrick Constructors Inc P.O. Box 1757 Texas City, Texas 77592-1757	

P.O. Number	Project	Contact	Phone	Terms
				Net 30 Days

Description

Temporary Fence Rental for Oct 1 Thru Oct 31
Temporary Fence Rental for Nov 1 Thru Nov 30

4 6d

Sales Tax (8.25%)	$0.00
Total	$436.10

Thank you for your business.

Invoice

A TO Z FENCE CO.
P. O. Box 775
La Marque, Texas 77568
Phone 409-935-3033 * Fax· 409-935-7476
azfence@sbcglobal.net

Date	Invoice #
1/20/2011	8034

Bill To	Ship To
Hugh Patrick Constructors, Inc. P.O. Box 1757 Texas City, Texas 77592-1757	

P.O. Number	Project	Contact	Phone	Terms
				Net 30 Days

Description
Added Extra Panels on 1/11/11 - Total of 11 hours to Move and Add Additional Panels to Rental Fence

Sales Tax (8.25%)	$45.38

Thank you for your business.	**Total**	**$595.38**

AGENDA ITEM #29b

Galveston County

722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and Golden West Plastering Company

02

Project	**Mid County Annex**
Proposal Number	**B101074**
PO Number	**C102604**
Date	**December 23, 2011**

Trade Contractor Golden West
Attn Dave Salge

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

Install 3" vented reveals at Entry 1, at the outer perimeter edges of the plaster soffits where previously omitted as directed by county due to concerns with GFRC installations

Add a new acrylic finish coat to match the white color of the plaster soffit at Entry 1.

Total $9,676.36

C \Users\mwood\Desktop\Change Order doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

Original Contract Sum	$378,537 00
Authorized Changes Prior to this Change Order	$50,603 73
Contract Sum Prior to this Change Order	$429,140 73
Contract Sum will be ***increased*** by this Change Order	$9,676 36
Contract Sum	**$438,817 09**

James D. Anderson
JDA
Architect

1/13/2012
pending
DATE

DS
Trade Contractor

pending
DATE

MW
Construction Manager Agent

1/4/12
pending
DATE

Mark Henry, County Judge
Galveston County

1-24-12
pending
DATE

Digitally signed by David A. Salge
DN cn=David A Salge, o=Golden West Plastering Co , ou=Executive, email=dsalge@gwpc com, c=US
Date 2011 12 23 10 59 17 -06'00'

Golden West Plastering Company

Established 1982
An Equal Opportunity Employer

10200 Grogans Mill Rd , Ste 145
The Woodlands, TX 77380
(281) 820-9600 Off
(281) 820-9699 Fax
dsalge@gwpc com

CHANGE ORDER REQUEST

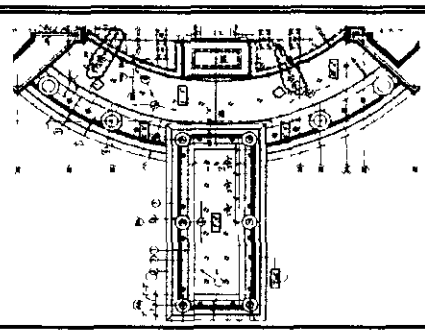
COR No **08**

Date **12/12/2011**

Subcontract Number **B101074**

To **Galveston County**

Project **Mid-County Annex**

ITEM NO	DESCRIPTION OF CHANGE	INCREASE IN PRICE	DECREASE IN PRICE
1	**At Entry #1, install 3" vented reveals at the outer perimeter edges of the plaster soffits where previously omitted as directed due to concerns with the GFRC installations This work will require scaffolding, demo of plaster where affected, installation of reveals, patching of lath and plaster, and new applications of acrylic base and finish coats on the affected panels (to the nearest control joints)** 	**8,166 00**	

MATERIALS		Quantity	Unit Price	Totals
PC Scratch & Brown	Add	3 Bchs	32 13	96 39
Dryvit Acrylic Base Coat	Add	5 Pails	52 85	264 25
Dryvit Acrylic Finish Coat	Add	8 Pails	51 64	413 12
Lath 3 4 Flat	Add	6 EA	6 90	41 40
Control Joints	Add	40 LF	0 85	34 00
			Total Materials	**849 16**
LABOR (Burdens Included)				
Scaffold Erectors	Add	40 Hrs	25 75	1,030 00
Lathers	Add	80 Hrs	33 50	2,680 00
Plasterers	Add	40 Hrs	33 50	1,340 00
Plaster Tenders	Add	40 Hrs	25 75	1,030 00
			Total Labor	**6,080 00**
OTHER			Scaffold Rent	172 02
TOTALS			**Total Materials**	**849 16**
			Total Labor	**6,080 00**
			Total Other	**172.02**
			Total Costs	**7,101 18**
			Markup	**1,065.18**
			Total Price	**8,166 36**

	TOTALS	**8,166 00**
	NET CHANGE TO SUBCONTRACT	**8,166 00**

TERMS - The above change, if accepted, will modify the consideration named in the Subcontract referred to above between Contractor and Golden West Plastering Co It will be a supplement to that Subcontract and all its provisions as originally executed remain in full force and effect except as herein or previously specifically supplemented or amended

ACCEPTANCE - I do hereby accept the above change, designated as Contractor's Change Order No _____, and fully authorize and direct Golden West Plastering Co to proceed with the work This document will serve as a fully executed Change Order, providing the same authority for payments under the conditions of the Subcontract as the Contractor's Change Order documents which may follow

ACCEPTED:

Galveston County

By _____

Title _____ Date _____

GOLDEN WEST PLASTERING CO

By _____

David A Salge, President 12/12/2011

Golden West
Plastering Company
Established 1982
An Equal Opportunity Employer

10200 Grogans Mill Rd , Ste 145
The Woodlands, TX 77380
(281) 820-9600 Off
(281) 820-9699 Fax
dsalge@gwpc com

CHANGE ORDER REQUEST

COR No **07**

Date **12/12/2011**

To **Galveston County**

Subcontract Number **B101074**

Project **Mid-County Annex**

ITEM NO	DESCRIPTION OF CHANGE					INCREASE IN PRICE	DECREASE IN PRICE
1	**At Entry #1 on the curved plaster wall above the storefront, add a new acrylic finish coat to match the white color of the plaster soffit To apply a new acrylic finish over an existing acrylic finish requires the application of an acrylic base coat over the existing finish**					**1,510 00**	
	MATERIALS		**Quantity**	**Unit Price**	**Totals**		
	Dryvit Acrylic Base Coat	Add	3 Pails	52 85	158 55		
	Dryvit Acrylic Sand Finish	Add	4 Pails	51 64	206 56		
				Total Materials	**365 11**		
	LABOR (Burdens included)						
	Plasterers	Add	16 Hrs	33 50	536 00		
	Plaster Tenders	Add	16 Hrs	25 75	412 00		
				Total Labor	**948 00**		
	TOTALS			**Total Materials**	**365 11**		
				Total Labor	**948 00**		
				Total Costs	**1,313 11**		
				Markup	**196 97**		
				Total Price	**1,510 08**		
					TOTALS	**1,510 00**	
					NET CHANGE TO SUBCONTRACT	**1,510 00**	

TERMS - The above change, if accepted, will modify the consideration named in the Subcontract referred to above between Contractor and Golden West Plastering Co It will be a supplement to that Subcontract and all its provisions as originally executed remain in full force and effect except as herein or previously specifically supplemented or amended

ACCEPTANCE - I do hereby accept the above change, designated as Contractor's Change Order No _____, and fully authorize and direct Golden West Plastering Co to proceed with the work This document will serve as a fully executed Change Order, providing the same authority for payments under the conditions of the Subcontract as the Contractor's Change Order documents which may follow

ACCEPTED.

Galveston County

By _____

Title _____ Date _____

GOLDEN WEST PLASTERING CO.

By _____

David A Salge, President

AGENDA ITEM #30a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	1/17/12	Department	Information Technology		
Renewal Contract	Yes	Orgkey	1101159100	Object Code:	5423500
Contract Start Date:	2/1/2012	Vendor:	INX (B. Olson)		
Contract End Date	1/31/2013	Vendor No	713324	Contract No.	
Description	Net App Renewal				
Contract # Issued By Purchasing			Requested Legal Review:	Yes/No ___Pending review___	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Maint/Repair Equip	5423000	$70,000 00	$70,000 00				
Totals		70,000	70,000	-	-	-	-

Total Cost	$70,000 00	$52,307.79 contract cost

Approved By	Date	Signature
~~Department Head:~~ Admin Coor	1-17-12	[signature]
Purchasing Agent	1-17-2012	[signature]
County Legal		
County Budget Office	1-17-2012	[signature]

Form Number

Galveston County

INFORMATION TECHNOLOGY

5WH NETAPP SUPPORT RENEWAL

Who: Servers Group

What: Support renewal for NETAPP (Current storage solution)

Where: Courthouse Datacenter and EMF Datacenter

When: January 2012

Why: The county relies heavily on our current storage solution for storage and daily operations. It is imperative the county can receive immediate support should an issue arise with our SAN storage

How: By renewing the support services for NetApp SAN and its components. (See attached quote for a list of items)

Estimated costs: $52,307 79

Charge to: 5423500

Submitted by: Claudia Perez **Date:** 1/06/2012

Approved by: [signature] **Date:** 1-6-12

IT Director / Assistant IT Director

INX A PRESIDIO COMPANY **Go DIRect**

Quote # 11200989-01
Date 01/05/2012
Page 1 of 1

Title NetApp Renewal

To Joy DeRaimo
Galveston County
PO Box 1418
Galveston TX, 77553

Phone 409-766-2243
Email Joy DeRaimo@co galveston tx us
Comments Contract Dates 1/1/2012 - 12/31/2012

From Mary Holt
Presidio Networked Solutions
11757 Katy Freeway
Suite 500
Houston TX, 77079

Phone 713 795 2951
Fax 713 796 3949
Email mholt@presidio com
Account Manager Erin Bergeron

Ship To Galveston County -Information Technology
722 Moody Avenue
2nd Floor
GALVESTON TX, 77550

Contact Joy DeRaimo
Phone 409-766-2243
Email Joy DeRaimo@co galveston tx us

#	Part #	Description	Qty	Price	Ext Price
1	CS-O2-4HR	SupportEdge Premium 4hr Onsite Serial # 3069265	1	$17,852 81	$17,852 81
2	CS-O2-4HR	SupportEdge Premium 4hr Onsite Serial #700000278158,700000278146	2	$12,720 38	$25,440 76
3	CS-O2-4HR	SupportEdge Premium 4hr Onsite Serial # LX060046257	1	$1,667 46	$1,667 46
4	CS-O2-4HR	SupportEdge Premium 4hr Onsite Serial # LX060044155,LX060048187	2	$1,667 46	$3,334 92
5	SW-SSP-SME-SERV	SW Subs,SnpMngr-Exchange,Per Server Serial # 171001342	1	$1,111 92	$1,111 92
6	SW-SSP-SDR-WINDOWS	SW Subs,SnapDrive for Windows Serial # 177072582	11	$74 88	$823 68
7	SW-SSP-SDR-AIX-TIER1	SW Subs,SDR AIX Support,Tier 1 Serial # 177072582	3	$226 32	$678 96
8	SW-SSPVN-SMBR-1500PK	Vendor SW Sub SMBR 1500pk Serial # 100618281	1	$1,397 28	$1,397 28

Texas DIR-SDD-1458 NetApp Data Storage **Grand Total** **$52,307 79**

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER LISTED ABOVE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Mark Lamy — 1/24/12
Customer Signature — Date

DocuSigned by:
C3AF4FBDB6F8403 — 1/19/2012
Presidio Representative — Date

Allen, JJ

From: Bergeron, Erin [EBergeron@presidio com]
Sent: Thursday, January 19, 2012 3 02 PM
To: Bergeron, Erin, Allen, JJ
Cc: Holt, Mary, Michaels, Lauren
Subject: RE NetApp Maintenance
Attachments: NetApp Quote - 2012-01-19 pdf, netapp-support-offerings-stc pdf

Hi JJ,

Please find our signed quote per your request In regards to the NetApp standard T's & C's we are not authorized to negotiate those Please let me know if you have additional needs in order to proceed

Thank you

Erin Bergeron
Account Manager
11757 Katy Freeway, Suite 1150
Houston, TX 77079
D· 713.795 2949 www.presidio.com

From: Bergeron, Erin
Sent: Tuesday, January 17, 2012 9:16 AM
To: 'Allen, JJ'; 'Lauren.Michaels@co.galveston.tx.us'
Cc: Holt, Mary
Subject: FW: NetApp Maintenance

Good morning, please excuse my last version of this email. I had attached our original excel version of the NetApp SupportEdge quote causing confusion I understand the attached pdf quote 11200989 is the version going to the commissioners court Please see explanation below in response to your request for the service agreement Let me know if this will suffice

Thank you,
Erin

From: Bergeron, Erin
Sent: Friday, January 13, 2012 4·16 PM
To: 'Allen, JJ'; 'Lauren.Michaels@co.galveston.tx.us'
Cc: Holt, Mary
Subject: RE: NetApp Maintenance

Hi JJ & Lauren,

NetApp does not require you sign an agreement for the renewal but please be advised the attached T's & C's apply NetApp and INX/Presidio West only requires you either sign our quote or provide a PO for the quote attached

If you have not been informed already, INX was recently acquired by Presidio This is an exciting expansion to our business! Please see the attached letter from management I believe you are already familiar with Presidio and at this time I can be your point person ☺

NetApp

Support Offerings
Standard Terms & Conditions – North America

This Agreement governs the provision of Support Offerings by NetApp, Inc ("NetApp") with respect to Hardware and Software and represents the entire agreement between the parties with respect to Support Offerings (as such capitalized terms are defined below) Pre-printed language on forms such as purchase orders shall not constitute part of this Agreement or operate to modify it in any way, and shall be deemed unenforceable

1 Definitions

1 1 **"Agreement"** means these Support Offerings Standard Terms and Conditions

1 2 **"Confidential Information"** means any and all technical and non-technical information either party provides to the other party hereunder that is marked or otherwise identified at the time of disclosure as confidential or proprietary, including trade secrets, know-how, firmware, designs, schematics, techniques, Software code, technical documentation, specifications, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to either party, its present or future products, sales, suppliers, customers, employees, investors or business, whether in written, oral, graphic or electronic form

1 3 **"Feature Release"** means an enhancement to an existing Software version

1 4 **"Field Replaceable Unit"** or **"FRU"** means any specific system component or system disk within a NetApp system, excluding filer heads, which can be replaced at a Customer location without pre-configuration by NetApp FRUs will be new or equivalent to new at NetApp's discretion

1 5 **"Hardware"** means a NetApp storage server or network cache system purchased from NetApp or a NetApp authorized reseller, including its components and spare parts, but excluding any software and firmware

1 6 **"Maintenance Release"** means a Software release created to resolve known problems with existing versions of Software

1 7 **"NetApp Support Website"** means the website located at http //now netapp com

1 8 **"Out-of-Scope Services"** means any services requested by Customer which (a) are not included in the Support Offerings purchased by Customer as set forth in the relevant purchase order, or (b) Support Offerings requested or scheduled to occur subsequent to the expiration or termination of the then current Support Offerings Period Out-of-Scope services include, without limitation, customized implementations and customizations as well as any services not expressly covered under this Agreement

1 9 **"Patch Release"** means a temporary fix developed for individual, known Software issues

1 10 **"Remote Technical Support"** means telephone and web-based support

1 11 **"Software"** means the software product licensed to the Customer by NetApp under the applicable End User License Agreement ("EULA"), which includes, without limitation, computer software features, protocols, authorized updates and upgrades or other supplements to the software, images, music, text and/or animations incorporated into the software, media, printed computer software features, protocols, authorized updates and upgrades or other supplements to the software, images, music, text and/or animations incorporated into the software, media, printed materials, or online or electronic documentation, provided by NetApp or made available for download

1 12 **"Software Updates"** mean Feature Releases, Maintenance Releases, and Patch Releases

1 13 **"Support Offerings"** means the support offering(s) purchased by Customer from NetApp as described at http //now netapp com/NOW/products/support/

1 14 **"Support Offerings Period"** means the period of time, in accordance with the NetApp approved Support Offerings requirements stated in the valid purchase order accepted by NetApp, during which NetApp will provide Support Offerings pursuant to this Agreement

2 Support Offerings

2 1 **Scope of Offering.** With respect to the initial Support Offerings Period and each renewal Support Offerings Period, NetApp agrees to provide the Support Offerings purchased by Customer for current supported Hardware and Software, pursuant to NetApp's acceptance of a valid purchase order and in accordance with the terms and conditions of this Agreement and the relevant Support Service(s) description(s) in effect as of the effective date of the Support Offerings Period Support Offerings descriptions can be accessed at http //now netapp com/NOW/products/support/ NetApp reserves the right to revise, modify or update the Support Offerings Descriptions from time to time without notice to Customer

2 2 **Out-of-Scope Services**

2 2 1 Notwithstanding any other provision herein, NetApp shall have no obligation to provide Out-of-Scope Services or Support Offerings otherwise purchased under a valid purchase order where the request or need for such Support Offerings arises or relates to any of the following conditions or events

a Hardware that has been mishandled, altered, damaged or rendered inoperable (e g , degaussing disk drives, etc) due to willful or negligent acts or omissions, accident, Force Majeure (as defined herein), or operation of the Hardware other than as specified in NetApp-supplied, applicable specifications

b Any work performed at Customer's site except as specified in the Support Offering(s) purchased by Customer

c Products or components, including without limitation, software or hardware not provided by NetApp, a NetApp authorized service representative or a NetApp-authorized reseller, or services performed by an entity other than NetApp or an authorized NetApp service representative

d Transit or relocation of Hardware, including any damages occurring while in transit or related to such relocation, and services accompanying or related to transit or relocation of the Hardware

e Services related to third-party products

f Customer's failure to meet its responsibilities under this Agreement

g Power surge or failure

h Provisioning of accessories, supplies or replacement of disposable parts, which may include, without limitation, power cords, rack mounting kits and cables

i Any cleaning, painting, refinishing or cosmetic modification of Hardware, or any electrical or site preparation

j Customer's failure to provide a proper environment for the NetApp Hardware within the range of tolerances set forth in the applicable NetApp Site Requirements Guide located at the published NetApp Support Website and any conditions or events arising out of such a failure to provide the required operating conditions for the NetApp Hardware

2 2 2 Although NetApp is not required to provide Out-of-Scope Services, Out-of-Scope Services may be available for purchase from NetApp, pursuant to a separate written agreement by and between NetApp and Customer

3 Subcontracting Customer hereby acknowledges and agrees that NetApp may subcontract the Support Offerings, in NetApp's sole discretion, to a third-party NetApp authorized service representative NetApp will remain responsible for ensuring that the NetApp Support Offerings obligations under this Agreement are fulfilled

4 End of Availability End of Availability ("EOA") information will be communicated to all customers with respect to such customer's Hardware or Software then currently within an active Support Offerings Period, pursuant to a notice via the field alert email alias on the NetApp Support Website and in a quarterly EOA announcement

5 End of Support End of Support ("EOS") means the last date NetApp will support Hardware or Software that has been identified as discontinued in an EOA notice EOS information will be communicated to all customers with respect to such customer's Hardware or Software then currently within an active Support Offerings Period, pursuant to a product bulletin published on the NetApp Support Website, currently located at http //now netapp com/NOW/products/eoa/ It is the responsibility of the Customer to ensure that all item of the Hardware, including but not limited to, any components, devices or storage attached thereto or Software thereon, are within the published EOS date for such Hardware, components, devices, storage or Software Furthermore, Customer shall inform NetApp prior to the renewal of Support Offerings if such renewal of Support Offerings is intended to cover any item of the Hardware, including but not limited to, any components, devices or storage attached thereto or Software thereon, which will exceed the EOS date for such Hardware, components, devices, storage or Software at any point during the renewal term Notwithstanding the foregoing or Customer's purchase of a Support Offering entitlement for a particular item of NetApp Hardware ("Covered Device"), NetApp shall have no Support Offering obligations with respect to any Hardware, including any components, devices or storage connected to, or for Software installed on, the Covered Device, beyond the published EOS date for such Hardware, components, devices, storage or Software With respect to EOA Software, NetApp may, at its discretion, continue to provide Patch releases NetApp will not, however, develop Feature or Maintenance releases for Software that has been identified as discontinued in an EOA notice Customer acknowledges that with respect to Hardware running Software for which the EOS date has occurred, and regardless of whether there is an EOS date for such Hardware, Customer may be required to update to a supported version of Software as a prerequisite for NetApp to continue to support such Hardware

6 Replacement Procedure for Hardware Components and System Disks For the replacement of failed Hardware subject to Support Offerings, Customer will notify NetApp of the failure, in accordance with the relevant RMA procedures available at http //now netapp com/NOW/products/rma/, and upon confirmation by the NetApp Technical Support Center (TSC), NetApp will issue a Return Material Authorization (RMA) number and shipping instructions to Customer

6 1 NetApp's outbound shipment will include a waybill and reusable packaging for Customer to return the failed Hardware NetApp will bear all reasonable, as solely determined by NetApp, shipping costs for shipments performed in accordance with NetApp's instructions as well as shipment costs for any replacement Hardware Customer's obligations under such RMA procedures include but are not limited to

6 1 1 Coordination of the return of all failed NetApp Hardware within fifteen (15) calendar days upon resolution, as determined by NetApp, of the support case initiated with the TSC FRUs will not be consolidated in shipment Customer will return each individual FRU separately

6 1 2 Proper packaging and labeling, including the correct RMA transaction number, is required for each Hardware item shipped NetApp Hardware not labeled with a correct RMA number may not be accepted by NetApp, and may result in delay and/or additional charges to Customer, due to the inability to identify such NetApp Hardware and to record the appropriate return credit

6 1 3 Customer will ensure that the Hardware is free of any legal obligations or restrictions that could prevent its exchange

6 2 Failure to return the Hardware within fifteen (15) calendar days upon resolution, as solely determined by NetApp, of the support case with the TSC, or Hardware returned in an unacceptable condition (i e , a condition that may have resulted in the Hardware being identified as unsupportable per the terms specified herein), will result in the issuance of an invoice to Customer at NetApp's then-current list price for the replacement parts provided Payment of the invoice will be subject to NetApp's standard payment terms (net 30 days) unless the defective Hardware is returned within five (5) calendar days of invoice issuance, in which case NetApp will issue a credit to Customer In the event that Customer fails to return the Hardware and does not pay the invoice on time, NetApp reserves the right to suspend some or all Support Offerings otherwise owing to Customer

NetApp

7 **Non-Returnable System Disk** With respect to each item of Hardware, and notwithstanding Section 6 above, if Customer has also purchased Non-Returnable Disk (NRD) coverage, Customer is not obligated to and shall not return a defective or failed NetApp system disk from such Hardware Instead, Customer shall remain solely responsible for disposing of such disk(s) in accordance with applicable local environmental and other laws **NOTICE DO NOT RETURN DISKS WITH NRD COVERAGE TO NETAPP Customer understands and agrees that any disk(s) entitled to NRD coverage returned to NetApp will be treated by NetApp as any other non-NRD Hardware and may be delegated to NetApp supply chain for repair and/or destruction in the sole discretion of NetApp**

8 **Software Support.** Customers that have purchased a Support Offering which includes the NetApp Software Support Plan are entitled to Software Support during the term of the Support Offering Software Support consists of both Remote Technical Support and access to all commercially available Software Updates, via the NetApp support website All Software Updates are governed by the Limited Software Warranty and Disclaimer set forth in the EULA agreed to by Customer upon Customer's download, installation and/or use of the Software Update NetApp may require Customer to upgrade to a certain Software release in order to resolve current or prospective issues Any Hardware updates required to utilize new functionality available with a new Software release are the responsibility of Customer and shall be made at Customer's expense

8 1 Software Support Prerequisites
Provision of Software Support is conditional upon Customer having (i) installed and operated the Software in accordance with the specifications provided by NetApp, (ii) adequately described with specificity the nature of the Software issues Customer is experiencing and the circumstances in which they occur, (iii) reproduced the Software issue such that it can be confirmed and evaluated by NetApp, and (iv) made no changes, additions, or modifications to the Software, directly or indirectly and (v) installed the Software in an infrastructure/environment that adheres to the published NetApp Interoperability Matrix, located on the NetApp support website at the following url http //now netapp com/matrix

8 2 Software Support Exclusions
In addition to exclusions set forth at Section 2 2 of this Agreement, NetApp shall have no obligation to provide Software Support in connection with any of the following conditions (i) Software problems resulting from Customer or third-party modifications, customizations, or enhancements to the Software, (ii) Customer education or training, (iii) implementation or installation assistance, (iv) consultation for new programs or equipment, (v) correction of problems / assistance with problems caused by Customer error (such as entering of incorrect data, not following recommended procedures, keeping inadequate backup copies, etc), (vi) correction of errors attributable to software other than the Software, and (vii) issues arising from a change in Customer's system configuration

9 **Customer Responsibilities**

9 1 **Customer Information** Customer's compliance with the terms of this Agreement is a condition precedent to NetApp's obligation to provide Support Offerings hereunder Customer understands and agrees that response time commitments can be met only if NetApp has the most current, correct Customer information including, but not limited to, address for the replacement Hardware and the NetApp authorized service representative to arrive, name and phone number of the key Customer contact at the location, and availability of access to that location for the NetApp authorized service representative If address and contact information is not current and/or access to the location is denied to the NetApp authorized service representative, the response time commitment will be measured from the point when the correct information is provided by the Customer and/or the NetApp authorized service representative is granted access to the pertinent location Upon receipt, Customer will register all Hardware and Software on the NetApp Support Website to create Customer's support profile Customer is responsible for keeping its profile up-to-date

9 2 **NetApp Support Website Access** Provided Customer has purchased Support Offerings for a current Support Offerings Period, Customer will be granted a fully paid-up, royalty-free, non-exclusive, limited, terminable license to access the NetApp Support Website, solely for internal purposes, to facilitate support of the relevant Hardware and Software for the duration of the relevant active Support Offerings Period, and subject to NetApp's terms and conditions ("License") A unique login and password will be assigned to Customer by NetApp Customer must hold confidential its login, password and any information obtained from the NetApp Support Website Customer's License(s) to use the NetApp Support Website is personal to Customer, and Customer shall not divulge, assign, transfer or sublicense the License(s) to any third party, including but not limited to subcontractors or third party service providers, without NetApp's prior, express written approval Any attempt to do so shall be void and may result in suspension or termination of the License(s), in the sole discretion of NetApp In the event the Support Offerings require NetApp to run any computer systems or software owned or licensed by Customer, Customer shall obtain any and all consents from third parties required for NetApp to do so, and shall notify NetApp promptly of any failure on Customer's part to obtain any such consents If Customer breaches its obligations under this Agreement, NetApp may suspend or terminate Customer's License(s), in addition to all other remedies available at law or in equity

9 3 **Customer Contacts** Customer will designate up to three (3) technically qualified employees to serve as Customer's primary points of contact for all Hardware and Software and any related support issues

9 4 **Work Environment** When required, Customer will provide NetApp or the NetApp authorized support representative with site access, access to appropriate Customer personnel, a healthy and safe working environment, including light, heat, electrical outlets and ventilation, adequate work space, and access to telephones with outside lines, as NetApp may reasonably determine are necessary to perform the Support Offerings hereunder

9 5 **Data and Recovery** Customer will be solely responsible for management of its data back-up, data recovery, and disaster recovery measures NetApp will not be responsible or held liable for Customer's internal processes, procedures or requirements to ensure the protection, loss, confidentiality, or security of Customer data or information Neither NetApp nor NetApp authorized service representatives will be liable for any claims and/or liabilities relating to or arising out this Section

9 6 **Equipment Relocation** In the event that Customer wishes to relocate Hardware or Software, Customer will contact the NetApp Technical Support Center via either phone or web interface at least

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thirty (30) days prior to such relocation NetApp will respond as to whether Customer's existing Support Offering will be available for the Hardware or Software at the new location Customer acknowledges that relocation of the Hardware or Software may change the service level and/or pricing of Support Offerings available for the Hardware or Software If the NetApp product is moved to a new location where the same level of response time is unavailable, NetApp will respond within a commercially reasonable period of time in performing the Support Offering If Customer fails to notify and obtain confirmation from NetApp prior to relocation of Hardware or Software as required herein, NetApp will not be obligated to provide Support Offerings for the Hardware or Software Additionally, if address and contact information is not properly maintained by the Customer on the NetApp Customer support website, NetApp's Support Offering response time commitment will be measured from the point when the correct information is provided by the Customer If Customer requests a change to the Support Offerings previously purchased, Customer may need to submit a new purchase order to NetApp Notwithstanding any notification and acknowledgement pursuant to this Section 8 6, NetApp's obligations to provide Support Offerings remain subject to the terms of this Agreement, including but not limited to Section 2 2 herein

9 7 Reinstatement of Lapsed Support. In the event that Customer intends to reinstate Support Offerings that were either terminated pursuant to Section 14 of this Agreement or were not renewed after the original Support Offerings Period expired, Customer shall be required to pay an amount equal to any accrued Support Offerings for the period between the date of termination or lapse and the date upon which Customer requests reinstatement of Support Offerings as well as the amount due for the period of Support Offerings being purchased

10 Payment Terms and Pricing

10 1 Payment Terms NetApp will invoice Customer for the Support Offerings at the time of purchase Customer will make full payment within thirty (30) days from the date of NetApp's invoice NetApp reserves the right to charge Customer interest on any delinquent balance in addition to all other remedies herein, at law or in equity The interest will be computed on a daily basis for each day that the payment is delinquent at the lesser of 1 5 % per month (18% per annum) or the maximum rate permitted by law

10 2 Pricing Prices will be based upon the current NetApp U S price list for Support Offerings in the United States, and upon the current NetApp international price list for Support Offerings outside the United States NetApp reserves the right to modify its Support Offerings pricing at any time, however with respect to Support Offerings already purchased for the current Support Offerings Period, such modification shall not take effect until the next Support Offerings Period Pricing changes to Support Offerings shall be processed as a separate transaction in consideration of any of the following (a) additional Support Offerings are required, (b) changes to the Customer's Hardware or Software beyond what Customer purchased are required, (c) Customer renews Support Offerings upon the expiration of any Support Offerings Period, or (d) Customer purchases additional hardware or Software and requests Support Offerings for the same

11 Warranty

11 1 Service Warranty NetApp warrants to Customer that, for the duration of the pertinent Support Offerings Period, Support Offerings will be performed in a professional and workmanlike manner

11 2 Exclusions Any warranties provided herein do not apply to, nor do NetApp prices include, the maintenance of, repair or diagnosis of damage, malfunctions or Hardware or Software failures caused by the conditions or events disclaimed in Section 2 2 of this Agreement The warranty for any Hardware will likely become void if a component is installed as an add-on and/or replacement part to the original Hardware and such component part or the means and method of installation thereof has not been approved in writing by NetApp

11 3 THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT NETAPP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS, AND NETAPP MAKES NO WARRANTY WHATSOEVER OF ANY NONSTANDARD PRODUCTS HEREUNDER

11 4 NETAPP SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSES THAT THE ALLEGED DEFECT IN THE NETAPP PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLECT, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD

12 Limitation of Damages

12 1 IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER SUCH PARTY, FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, LOST OR CORRUPTED DATA, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF ARISING OUT OF OR IN CONNECTION WITH SUPPORT OFFERINGS PROVIDED UNDER THIS AGREEMENT

12 2 NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, NETAPP'S MAXIMUM LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE FEES FOR SUPPORT OFFERINGS PURCHASED DURING THE SIX (6) MONTH PERIOD PRIOR TO THE TIME THE CLAIM AROSE

13 Confidentiality Both parties will keep all Confidential Information, as defined herein, confidential and will not without the prior written consent of the disclosing party, publish, disclose or otherwise make available, directly or indirectly, any item of Confidential Information to any person or entity other than its employees, agents, or contractors who have a need to know in the performance of their duties and who are under a similar written obligation limiting the use and disclosure of disclosing party's Confidential Information as stated in

NetApp

this Section The receiving party further agrees that it will use the Confidential Information solely in connection with the performance or receipt of the Support Offerings Both parties will protect and maintain all Confidential Information with the same degree of care as it employs to protect its own Confidential Information, but at least with a reasonable degree of care Customer will not copy, duplicate, reverse engineer, reverse compile or attempt to derive the composition or underlying information of any Confidential Information For purposes of this Agreement, "Confidential Information" means (1) any information disclosed by either party, that is marked "confidential" or "proprietary" in the manner provided herein or (2) information disclosed orally or visually that is designated "confidential" or "proprietary" at the time of disclosure, and that the disclosing party summarizes in reasonable detail in a writing delivered to the other Party within 30 days Notwithstanding, Confidential Information does not include any data or information which (a) was in the receiving party's lawful possession prior to the submission thereof by the disclosing party, (b) is later lawfully obtained by the receiving party from a third party under no obligation of secrecy, (c) is independently developed by the receiving party, or (d) is, or later becomes, available to the public through no act or failure to act by the receiving party Confidential Information will remain the property of the disclosing party Notwithstanding the foregoing, any Support Offerings Materials, as defined below, technical information regarding Support Offerings, Hardware or Software as well as any information available or accessible through the NetApp Support Website is hereby deemed the Confidential Information of NetApp, regardless of marking or identification

14 Termination This Agreement may be terminated

14 1 Immediately, upon the mutual written agreement of the parties, or

14 2 By either party, upon a thirty (30) days' prior written notice, for default of any material term or condition by the other party [such notice period is reduced to ten (10) days' in the case of remitting payments when due or immediately where the claim is for alleged breach of confidentiality or intellectual property concern], unless the defaulting party has cured the default within such notice period, or

14 3 Immediately by either party where the other party becomes insolvent, files, or has filed against it a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, proposes any dissolution, composition or financial reorganization with creditors, makes an assignment for the benefit of creditors, or if a receiver, trustee or similar agent is appointed or takes possession with respect to any property or business of the defaulting party

15 Force Majeure Neither party will be liable to the other for any delay in performing or inability to perform its obligations under this agreement caused by acts of God such as fire, storm, flood, or earthquake government acts, labor strikes, terrorism, and riots and misconduct outside of the either party's control provided the affected party notifies the other party of such delay as soon as commercially practicable and uses commercially reasonable efforts to minimize potential damages

16 General Provisions

16 1 Independent Contractors The relationship of the parties created by this agreement is that of independent contractors and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other All Support Offerings, including but not limited to materials, information, discoveries, inventions, technical information, procedures, processes, software, firmware, technology, intellectual property (in the broadest sense) and/or know-how used, generated, created, developed or reduced to practice by or for NetApp in connection with or related to the Support Offerings ("Support Offerings Materials"), and all intellectual property rights therein shall be considered the sole and exclusive property of NetApp Under no circumstances shall the Support Offerings or any Support Offerings Materials be deemed works made for hire as defined in 17 U S C §101 et seq , or any law similar thereto, nor shall Support Offerings Materials be deemed to include or embody Customer data or Customer Confidential Information Except as expressly set forth herein, with respect to the Support Offerings Materials, no license of any kind is granted to Customer

16 2 Disputes, Governing Law/Venue

16 2 1 The parties shall use good faith efforts to resolve any disputes related to this Agreement, within twenty (20) business days of notice of such dispute Such efforts shall include escalation of such dispute to a corporate officer level of each party

16 2 2 This Agreement will be governed by and interpreted in accordance with the laws of the State of California, excepting its conflict of laws rules The California Superior Court at Santa Clara and / or the United States District Court for the Northern District of California at San Jose will have exclusive jurisdiction and venue over all controversies in connection herewith The parties hereto agree to submit to the personal jurisdiction of the courts named above, and waive any claims of inconvenient forum

16 3 Severability In the event any provision of this agreement is held by a proper authority to be prohibited by law or unenforceable, such provision will be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect

16 4 Assignment Neither party may assign this Agreement or any right or obligation hereunder, without the prior written consent of the other party Any purported assignment in violation of this provision will be null and void Notwithstanding the foregoing, NetApp may assign its obligation to perform the Support Offerings hereunder to a third party without notice to Customer The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, and permitted assigns

16 5 Notice Except as otherwise expressly set forth herein, any notice required or permitted to be given NetApp under this Agreement will be given in writing and delivered in person or by express courier, or will be deposited postage prepaid via registered or certified United States mail, at the address below All notices will be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark All notices will be directed to

NetApp, Inc
Attn Legal Department
495 East Java Drive
Sunnyvale, CA 94089
USA

NetApp

16 6 Waiver A waiver by either party of any default, or of any of the terms and conditions of this Agreement, will not be deemed to be a waiver of any other default or of any other term or condition Either party's exercise of any right or remedy provided in this Agreement will be without prejudice to its right to exercise any other right or remedy

16 7 Survival The sections of this Agreement that by their essential purpose will survive any expiration or termination, will survive such expiration or termination

16 8. Entire Agreement This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter No waiver or modification of the agreement will be valid unless in writing signed by authorized representatives of each party Any Support Offerings purchased by Customer will be governed by this Agreement Pre-printed language on either party's forms, such as purchase orders, shall not constitute part of this Agreement and shall be deemed unenforceable If there is a conflict between this Agreement and a purchase order, this Agreement will take precedence and any other terms will be null and void

AGENDA ITEM #31

First Amendment to NSD Professional Services Agreement

State of Texas	§
	§
County of Galveston	§

I. Preamble

Whereas, the County of Galveston, Texas (County) and Foxhoven, Inc d/b/a Net Sales Direct (NSD), each of whom is a Party hereto and who are collectively referred to herein as the Parties, have entered into that certain NSD Professional Services Agreement (Agreement) on or about November 18, 2011 for the provision of professional services related to the Galveston County Information Technology Department and Information Technology Systems,

Whereas, the term of the Agreement shall end on February 9, 2012,

Whereas, the County continues to require the professional services of NSD to include services specified within the Agreement and additional services as specified herein,

Whereas, the services to be provided continue to constitute professional services within the meaning of the County Purchasing Act, codified as Subchapter C of Chapter 262 of the Texas Local Government Code; and

Whereas, NSD wishes to perform such services

Now Therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows

II. Terms

1 **Recitals true**. The Parties hereto acknowledge and agree that the Recitals set forth in the Preamble above are true and correct

2 **Amended Terms**. The Parties agree to amend the Agreement as follows,

a **Table 1 is amended and Table 2 is added**

Table 1 on page 1 of the Agreement, inter alia, sets forth Agreement fees The words "Professional Service Plan" at the top of Table 1 are amended by adding the following ", November 10, 2011 through February 9, 2012" so that the descriptor for said Table 1 is now·

"Professional Service Plan, November 10, 2011 through February 9, 2012"

Table 2 is added directly below Table 1 Table 2 consists of the following

TABLE 2

Professional Service Plan, February 10, 2012 through August 9, 2012	Fees
NSD Professional Services - Payment	**$50,000 /month**
Initial Lockdown, Assessment, Restructure ("Lockdown Fee")	**$ 0.00**
Texas State Sales Tax	**$_____**
Lockdown Fee Due on. Not applicable.	**$ 0.00**
First Month Due Within 30 Days of Invoice	**$50,000**
Normal Hours 8AM-5PM, M-F	**Included**
Agreement Effective Date	**02/09/2012**
Agreement End Date	**08/09/2012***

* **AUTORENEWAL OF AGREEMENT:** This Agreement shall Auto-Renew for an additional six (6) month period at the end of this Agreement Term (the "End Date"), unless a Party to this Agreement provides written notice of their intent to terminate the Agreement to the other party at least thirty (30) days prior to the Agreement End Date

Service Location(s)
Service Location(s) for (Client name) Galveston County Facilities, all of which are located in Galveston County
• (Client address) See above

Emergency Contact Information
NSD Emergency/Account Contact Name James Johnson
Cell Phone Number (832) 348-0388, james@netsalesdirect com

b **Section 3.1 of the Agreement is amended.**

Section 3 1 of the Agreement is amended by adding the word "initial" before the words "Agreement Term" and adding a paragraph to further describe the initial Agreement Term in the first sentence of the first paragraph under Section 3 1, with the remainder of the first sentence unchanged Accordingly, the beginning portion of the first sentence shall be the following

"Commencing on the Agreement Effective Date and continuing throughout the initial Agreement Term (said initial Agreement Term being November 10, 2011 through February 9, 2012), NSD shall provide "

Section 3 1 of the Agreement is further amended by adding the following directly under the current last bullet-point within Section 3 1

"Continuing throughout the Agreement Term, NSD shall provide, as an independent contractor, as consideration for the fees Client pays to NSD pursuant to the Schedule of Fees above, the following services and functions and assume the following responsibilities, as they may evolve during the Agreement Term and as they may be supplemented, enhanced, modified, or replaced in accordance with the terms of this Agreement

- Continue to perform Network Audit Discovery,
- Continue to perform policies and procedures review,
- Continue to perform vendor and customer service review,
- Continue to oversee and assess functionality and efficiency of the Information Technology Department,
- Continue assessment of Vendor relationships with Galveston County through its Information Technology Department and manage and administer Vendor contracts and services,
- Develop and implement internal/departmental policies and procedures for the Information Technology Department,
- Make recommendations and upon approval by the appropriate County leadership, assist with implementation of potential restructuring within the Information Technology Department (includes reviewing job descriptions and making recommendations regarding job descriptions, positions, and organizational structure),
- Upon approval by the appropriate County leadership, administer staff restructuring within the Information Technology Department
- Project planning and management, includes providing management and coordination for ongoing projects, assuring timeliness of implementation of projects, maintaining security for County's Information Technology systems (such projects include Odyssey, criminal conversion, development of plan to correct Odyssey civil imbalance, fleet printer solution, data storage solution, Onbase implementation, SharePoint implementation), and
- Promote and develop a user-oriented customer service culture through organization restructure, streamlining and enhanced communications with the user "

c **Section 4.2 is amended** The not-to-exceed dollar amount is amended, which such amendment reflects the longer term of the contract Accordingly, the first sentence in the first paragraph within Section 4 2, is amended by deleting the words and figure "two-hundred thousand dollars ($200,000) and replacing such words with "five-hundred thousand dollars ($500 000) Accordingly, that portion of the first sentence and first paragraph within Section 4 2, which introduces potential additional fees, shall be the following

"Should Additional Services be requested, CLIENT shall incur additional fees at the following hourly rates and minimums, provided however, that the total fees under this Agreement as Amended shall not exceed five-hundred thousand dollars ($500 000) unless both Parties mutually AGREE in writing to services and fees beyond that amount "

d **Section 5.5 is amended** Section 5 5 is amended by deleting the current section in its entirety and replacing it in its entirety with the new Section 5 5

"This Agreement shall be effective on November 10, 2011 and it shall remain continuously in effect thereafter through August 9, 2012 "

e **Section 5.6 is amended** Section 5 6 is amended by deleting the current section in its entirety and replacing it in its entirety with the new Section 5.6.

"If Client terminates this Agreement at any time prior to August 9, 2012, then Client agrees to pay the Lockdown Fee in its entirety and the fees due for services performed up until the date that services actually terminate on a pro-rata basis "

3 **Effective Date.** This First Amendment shall be effective as of the date of the last Party executing hereto

4 **Amending of Agreement** By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Agreement as if they were set forth word-for-word therein and all provisions in the Agreement that are contrary to the provisions in this First Amendment are deemed amended so as to be in compliance with the terms of this First Amendment This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns

5. **Authority to Bind** Each Party represents and warrants for itself that the individual executing this First Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this First Amendment and that this First Amendment constitutes the legal, valid, and binding agreement of each Party hereto

***

This First Amendment to the NSD Professional Services Agreement is hereby **EXECUTED** by the Parties hereto, in *triplicate counterparts* each of which shall be deemed to be an original

Foxhoven, Inc. d/b/a Net Sales Direct,
By:

Date Signed:

1-23-12

Signature of Authorized Representative

JAMES JOHNSON IT DIRECTOR

Print Name and Title of Authorized Representative

Galveston County, Texas,
By:

Date Signed:

1/24/12

Mark Henry, County Judge

Attest.

Dwight D. Sullivan,
Galveston County Clerk

AGENDA ITEM #32

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

January 17, 2012

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

Re Purchase of Renewal for NETAPP Maintenance Support for the Information Technology Department

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, and that authorization be granted to the Purchasing Agent to utilize the Department of Information Resources (DIR) to procure the following

- **Support renewal for NETAPP Maintenance**

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

McCullough, Darla

From: Allen, JJ
Sent· Tuesday, January 17, 2012 10 38 AM
To Crowder, Rufus
Cc. Mclaren, Gwen, McCullough, Darla
Subject Comissioners Court
Attachments: Net App Quotes pdf

Rufus,

Could you please review and on approval could you submit the following to Commissioners Court to use DIR pricing? It is our Net App Maintenance

We obtained three DIR quotes

INX	$52,307 79
Sigma Solutions	$56,263 33
CDW	$59,460 00

Legal is reviewing now and hope to have an answer so we can submit it also I have attached the quotes, please let me know if anything else is needed

Thank you,

JJ Allen
Administrative Coordinator
Information Technology
Galveston County
Phone 409-770-6013
Fax 409-765-2665
email: jj.allen@co.galveston.tx.us

Galveston County

INFORMATION TECHNOLOGY

5WH NETAPP SUPPORT RENEWAL

Who: Servers Group

What: Support renewal for NETAPP (Current storage solution)

Where: Courthouse Datacenter and EMF Datacenter

When: January 2012

Why: The county relies heavily on our current storage solution for storage and daily operations. It is imperative the county can receive immediate support should an issue arise with our SAN storage.

How: By renewing the support services for NetApp SAN and its components. (See attached quote for a list of items)

Estimated costs: $52,307.79

Charge to: 5423500

Submitted by: Claudia Perez **Date:** 1/06/2012

Approved by: **Date:** 1-6-12

IT Director / Assistant IT Director

INX A PRESIDIO COMPANY **Go DIRect**

Quote #: 11200989-01
Date: 01/05/2012
Page: 1 of 1

Title. NetApp Renewal

To Joy DeRaimo
Galveston County
PO Box 1418
Galveston TX 77553

Phone 409-766-2243
Email: Joy DeRaimo@co galveston tx us
Comments Contract Dates 1/1/2012 - 12/31/2012

From: Mary Holt
Presidio Networked Solutions
11757 Katy Freeway
Suite 500
Houston TX, 77079

Phone: 713 795.2951
Fax: 713 796 3949
Email: mholt@presidio com
Account Manager: Erin Bergeron

Ship To: Galveston County -Information Technology
722 Moody Avenue
2nd Floor
GALVESTON TX, 77550

Contact: Joy DeRaimo
Phone: 409-766-2243
Email: Joy DeRaimo@co galveston.tx us

#	Part #	Description	Qty	Price	Ext Price
1	CS-O2-4HR	SupportEdge Premium 4hr Onsite Serial # 3069265	1	$17,852 81	$17 852 81
2	CS-O2-4HR	SupportEdge Premium 4hr Onsite Serial #700000278158,700000278146	2	$12,720 38	$25,440 76
3	CS-O2-4HR	SupportEdge Premium 4hr Onsite Serial # LX060046257	1	$1,667 46	$1,667 46
4	CS-O2-4HR	SupportEdge Premium 4hr Onsite Serial # LX060044155,LX060048187	2	$1,667 46	$3,334 92
5	SW-SSP-SME-SERV	SW Subs,SnpMngr-Exchange,Per Server Serial # 171001342	1	$1,111 92	$1,111 92
6	SW-SSP-SDR-WINDOWS	SW Subs,SnapDrive for Windows Serial # 177072582	11	$74 88	$823 68
7	SW-SSP-SDR-AIX-TIER1	SW Subs,SDR AIX Support,Tier 1 Serial # 177072582	3	$226 32	$678 96
8	SW-SSPVN-SMBR-1500PK	Vendor SW Sub SMBR, 1500pk Serial # 100618281	1	$1,397 28	$1,397 28

Texas DIR-SDD-1458 NetApp Data Storage **Grand Total:** **$52,307.79**

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER LISTED ABOVE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Mark Lamy 1/24/12
Customer Signature Date

Presidio Representative Date

SIGMA SOLUTIONS

Eric Skaggs
10675 Richmond Ave Ste 100
Houston, TX 77042
(832) 515-8537 (Cell)
(713) 895-9968 (FAX)
eskaggs@sigmasolinc.com

Sales Quotation

Megan Dolato
COUNTY OF GALVESTON
722 Moody 5Th Floor
GALVESTON TX 77550

Quote # 47397
Quote Date 01/12/2012
Quote is valid for thirty (30) days only

Remit to address
Sigma
PO Box 792766
San Antonio, TX 78279-2766

Line	Product Number	Description	Cat	Qty	Unit Price	Extended Price
1	CS-O2-4HR	SupportEdge Premium 4hr Onsite - FAS3140A Mths 12 Begin 1/1/2012 Serial # 700000278158 700000278146		2.00	$12,980.64	$25,961.28
2	CS-O2-4HR	SupportEdge Premium 4hr Onsite - FAS3020Post-Warranty Mths 12 Begin 1/1/2012 Serial # 3069265		1.00	$18,218.08	$18,218.08
3	CS-O2-4HR	SupportEdge Premium 4hr Onsite - Switch OnlyPost-Warranty Mths 12 Begin 1/1/2012 Serial # LX060048187 LX060044155		2.00	$1,701.58	$3,403.15
4	SW-SSP-SME-SERV	SW Support Plan,SnpMngr Exchange Per Server - Message SSP for SW-SME-SERVER Mths 12 Begin 1/1/2012 Serial # 171001342 171001358		2.00	$1,134.67	$2,269.34
5	CS-O2-4HR	SupportEdge Premium 4hr Onsite - Switch OnlyPost-Warranty Mths 12 Begin 1/1/2012 Serial # LX060046257		1.00	$1,701.58	$1,701.58
6	SW-SSPVN-SMBR-1500PK	Vendor SW Sub SMBR 1500pk - Message SSP for SW-SMBR-1500PK Mths 12 Begin 1/1/2012 Serial # 100618281		1.00	$1,425.87	$1,425.87
7	SW-SSP-SDR AIX-TIER1	SW Support Plan SDR AIX Support,Tier 1 Message SSP for SW-SDR-AIX-TIER1 Mths 12 Begin 1/1/2012 Serial # 177072583		6.00	$230.95	$1,385.70
8	SW-SSP-SMSQL-SERV	SW Support Plan SMSQL,Per Server - Message SSP for SW-SMSQL-SERVER Mths 12 Begin 1/1/2012 Serial # 170000825		1.00	$1,134.67	$1,134.67
9	SW-SSP-SDR-WINDOWS	SW Support Plan,SnapDrive for Windows -Message SSP for SW-SDR-WIN Mths 12 Begin 1/1/2012 Serial # 177072582		9.00	$84.85	$763.66
		Total				**$56,263.33**

Accepted by _____ Date _____ PO# _____

* Quotes are valid for 30 days from the quote date
* All shipping is FOB Source Shipping and handling charges are the responsibility of the customer and will be added at the time of invoicing
* Applicable taxes are the responsibility of the customer and will be added at the time of invoicing unless a valid resale or exemption is on file at the Company's corporate office
* Please include Company Remit To address on purchase order
* Cancellation and/or restocking fees may apply if the order is cancelled or changed after the purchase order is received
* Returns RMA# must be issued prior to return Software must be unopened with original manufacturer seal unbroken
* Lease pricing may be available Contact your sales representative for more information
* All quotes are in US Dollars

1/12/2012 02:46:41

Customer.	Galveston County
Contact:	Megan Dolato
Address	PO Box 1418
QUOTE #	1-1TFH6XU
Telephone:	409-770-5304
QTY	PART NUMBER
1	CS-O2-4HR
2	CS-O2-4HR
1	CS-O2-4HR
2	CS-O2-4HR
1	SW-SSP-SMSQL-SERV
2	SW-SSP-SME-SERV
9	SW-SSP-SDR-WINDOWS
6	SW-SSP-SDR-AIX-TIER1
1	SW-SSPVN-SMBR-1500PK
SUB-TOTAL:	

Quote is good for 30 Days

$ 59,460.00

	Qte date:	January 12, 2012
Account Manager: Brittany Viner	Prep by:	Brittany Viner
FAE: Rob Cooper	Phone:	877-681-3262
CDW Account # 2200694	Toll Free:	877-681-3262
	Email:	BRITVINER@CDWG.COM

DESCRIPTION	Unit Cost	Extended Cost
SupportEdge Premium 4hr Onsite	$ 19,500.00	$ 19,500.00
SupportEdge Premium 4hr Onsite	$ 13,500 00	$ 27,000 00
SupportEdge Premium 4hr Onsite	$ 1,850 00	$ 1,850 00
SupportEdge Premium 4hr Onsite	$ 1,850 00	$ 3,700.00
SW Support Plan,SMSQL,Per Server	$ 1,200 00	$ 1,200.00
SW Support Plan,SnpMngr-Exchange,Per Server	$ 1,200 00	$ 2,400.00
SW Support Plan,SnapDrive for Windows	$ 90.00	$ 810.00
SW Support Plan,SDR AIX Support,Tier 1	$ 250.00	$ 1,500.00
Vendor SW Sub SMBR, 1500pk	$ 1,500 00	$ 1,500 00
		$ -
		$ -
		$ -
		$ 59,460.00

AGENDA ITEM #33

NO

BACK – UP

PROVIDED

AGENDA ITEM #34a

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: RFQ #B061039, On Site Medical Services

Gentlemen,

Attached please find a letter from CareHere requesting that the current agreement that expires on January 31, 2012 be renewed on the same terms and conditions through September 30, 2013, to correspond with the County's fiscal year

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

cc Harvey Bazaman
County Legal

CareHere!

5141 Virginia Way • Suite 350 • Brentwood, Tennessee 37027
615-975-9010 • Fax 775-259-8354

January 4, 2012

Attn Rufus Crowder, CPPB
Galveston County Purchasing Department
722 Moody (21st Street)
Galveston, TX 77550

Extension Request of (RFP #B061039), On Site Medical Services

Dear Mr Crowder,

Please accept our request to extend **(RFP #B061039), On Site Medical Services**, for the period February 1, 2012 through September 30, 2013, under the same terms and provisions as in the current agreement (The prior extension letter dated January 26, 2011 is included for reference)

We are honored to continue providing on-site medical services to the employees and dependents Galveston County

Sincerely,

Ernest Clevenger
President
Enclosure

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 26, 2011

Ernest A Clevenger
President,
CareHere, LLC
567 Midway Circle
Brentwood, TX 37027

RE: RFQ #B061039, On Site Medical Services

Dear Mr Clevenger,

We are pleased to inform you that RFQ #B061039, On Site Medical Services is being extended for an additional one (1) year period beginning February 1, 2011 and ending January 31, 2012. This extension is in accordance with the specifications and your Bid #B061039.

We are sending two originals of this extension notice to you. Please keep one original for your records and return one fully executed original to this office at the following address:

Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

DATE

ACCEPTED BY (signature)

CAREHERE, LLC
COMPANY

AGENDA ITEM #35a

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Bid #B121013, LaMarque Pump Station Low Flow Pump Rehabilitation

Gentlemen,

On December 13, 2011, bids were opened in my office for Bid #B121013, LaMarque Pump Station Low Flow Pump Rehabilitation, at which time no bids were received

It is recommended that this bid be cancelled and authorization be granted to the Purchasing Agent to re-bid this project

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

AGENDA ITEM #35b

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

(409) 770-5371

January 17, 2012

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

Re: RFP #B111044, North County AHU Replacement

Gentlemen,

On June 23, 2011, proposals were opened for RFP #B111044, North County AHU Replacement, at which time only one (1) proposal was received The proposal received exceeded the available Grant funds available for this project

It is recommended that this proposal be rejected and authorization be granted to the Purchasing Agent to re-bid

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

COUNTY OF GALVESTON

J Dudley Anderson
County Architect

January 6, 2012

To Rufus Crowder

From J Dudley Anderson

Re: North County Annex AHU Replacement

Bid # B111044 North County Annex AHU Replacement Project #10.003

Mr Crowder

On June 23, 2011 bids were received for this project The lowest cost bid exceeded available Grant funds and we have exceeded the time limit on the bids Considering the factors we are requesting this bid be canceled and dependent on Court approval of alternate funds be rebid

We anticipate the additional funds can be provided by the 2008 bond program Estimate below

Estimate

1	Engineering fees	$8,500 00
2	Asbestos Survey	$4,546 00
3	Asbestos Abatement	$5,380 00
4	Contingency	$10,000 00
5	Construction Cost	$180,000 00
	Total	$208,726 00
	SECO Grant Funds	$120,000 00
	Funds necessary from Galveston County To complete project	$88,726 00

722 Moody Galveston, Texas 77550 Office (409) 770-5330

AGENDA ITEM #36a

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Bid #B111056, CDBG Round 1 Santa Fe High School Generator

Gentlemen,

On November 22, 2011 bids were opened for Bid #B111056, CDBG Round 1 Santa Fe High School Generator, at which time three (3) bids were received from the following companies

- Crescent Engineering Company — La Marque, Texas
- C F McDonald Electric, Inc — Houston, Texas
- Hi-Tech Electric, Inc — Pasadena, Texas

It is recommended that you award this bid to the lowest, most responsible bidder, Crescent Engineering Company

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From: Simsen, John
Sent: Wednesday, January 11, 2012 10 27 AM
To: Crowder, Rufus
Cc: McCullough, Darla
Subject: Request permission to award bids

Hi Rufus,

It is the state's opinion that we can move forward with awarding the bids on the Santa Fe generator and High Island/Crenshaw generator switches, per the recommendation of the project engineer

The state indicted in an email that there are ample grant funds to cover the higher costs, and it is the county's prerogative to use the additional funds for this purpose Of course, we will still have to process some paperwork with the state before funds can actually be spent

However, we can move forward with contract awards suggested by the engineer so we aren't in danger of having to re-bid

I will forward the pertinent email from Maureen Mahoney with the GLO

Pete, please let Darla/Rufus know if I've forgotten anything

Thanks,

John Simsen/EMC
Galveston County Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539-4407
281 309 5003 Office
409 682 3131 Mobile

LJA Engineering, Inc.

11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713 450 1300
Fax 713 450 1385
www ljaengineering com

November 30, 2011

Mr Rufus Crowder
Galveston County – Engineering Department
722 Moody
Galveston, Texas 77550

RE Bid Tabulation and Recommendation for Award for Construction of the
Bid #B111056 – CDBG Round 1 Santa Fe High School Generator
LJA Job No 0384-9003E

Dear Mr Crowder

Bids for construction of the referenced project were received in the office of the County Purchasing Agent at 2 30 P M , Tuesday, November 22, 2011, at the Galveston County Court House, 5th Floor, and subsequently read in public Three (3) contracting firms submitted bids for the project

The bidders from low to high and the correct total amounts bid for Total Base Bid are as follows

Contractor	Location	Contract Amount
Crescent Electric	La Marque, TX	$1,457,565 00
C F McDonald Electric, Inc	Houston, TX	$1,494,469 00
Hi-Tech Electric, Inc	Pasadena, TX	$1,574,000 00

A copy of the Bid Tabulation is attached

The bidding documents of the bidders were examined and found to be in order

LJA Engineering, Inc recommends awarding a contract to the low bidder, Crescent Electric The total amount bid by the low bidder was $1,457,565 00

Sincerely,

Gregg B Haan, PE
Senior Project Engineer

GBH/pjh

Attachment

mc Construction File 16 6

O \LAND\0384\0384-9003E\RECAWD - SANTA FE HS doc

Bid Tabulation - Bid Opening, Tuesday, November 22, 2011 @ 2 30 P M County of Galveston Santa Fe High School Generator LJA Project No 0384-9003E Bid #111056 - CDBG Round 1 FRN F-1386				Crescent Electric 1319 First Street La Marque, TX 77568 PH 409 935 2416 Fax 409 935 2428 Clarence Broze, President		C F McDonald Electric, Inc 5044 Timber Creek Houston, TX 77017 PH 713 921 1368 Fax 713 921 5109 Wayne Berkenmeier, VP		Hi-Tech Electric, Inc 3002 Beverly Road Pasadena, TX 77503 PH 281 487 5100 Fax 281 487 5600 Rick Booms, VP	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
1	Site work including concrete pad, concrete paving, chain link fence with gate, fine grading, bollards and seeding, Complete in Place	1	L S	$109,000 00	$109,000 00	$100,000 00	$100,000 00	$71,000 00	$71,000 00
2	Standby diesel generator as specified in the plans and specifications, including generator, fuel tanks (to be filled by contractor at completion of project), sound attenuating enclosure, Complete in Place	1	L S	$842,000 00	$842,000 00	$550,000 00	$550,000 00	691,600 00	$691,600 00
3	Electrical system installation for standby diesel generator, including generator feeders, automatic transfer switch, centerpoint energy T&C fee and requirements, and all other appurtenances as shown on plans and as described in specifications for a complete operating system, Complete in Place	1 00	L S	$506,565 00	$506,565 00	$844,469 00	$844,469 00	$811,400 00	$811,400 00
TOTAL AMOUNT BID (ITEMS 1 THROUGH 3)					$1,457,565 00		$1,494,469 00		1,574,000 00

BID RESPONSE TABULATION
CDBG ROUND 1 SANTA FE HIGH SCHOOL GENERATOR
GALVESTON COUNTY, TEXAS

BID #: B111056
OPEN: 11/22/2011
2:30 PM

Item	Product Cod	Description	Quantity	Units	Vendor 709896 CRESCENT ENGINEERING COM Unit Price	Extended	Vendor 710005 C F. MCDONALD ELECTRIC INC Unit Price	Extended	Vendor 712929 HI-TECH ELECTRIC INC Unit Price	Extended
0001	28539	CDBG ROUND 1 SANTA FE HIGH SCHOOL GENERATOR	1 00	EA	1,457,565 00	1,457,565 00	1,494,469 00	1,494,469 00	1,574,000 00	1,574,000 00
				Total of all Items		**1,457,565.00**		**1,494,469.00**		**1,574,000.00**

BID NUMBER B111056

BID PROPOSAL

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

PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

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	Crescent Engineering & Inc dba Crescent Electric
SIGNATURE	[illegible]
PRINT NAME	Clarence Broze Jr
TITLE	President
ADDRESS	319 First St
CITY, STATE	La Marque, TX
ZIP	77568
TELEPHONE	409 935 2416
FAX NO	409 935 2428
DATE	11-22-11
TAX I.D. No	76-0252028

BID PROPOSAL

Date 11-22-2011

Bid of Crescent Engineering Co Inc dba Crescent Electric
(Legal Name of Bidder – Company)

[ ] an individual proprietorship

[✓] a corporation organized and existing under the laws of Texas

[ ] a partnership consisting of _____

_____

[ ] a joint venture

[ ] other _____

FOR:

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003E

TO:

SANTA FE HIGH SCHOOL GENERATOR
Please send Bid submittals to:
Galveston County Purchasing Agent
Attention: Rufus Crowder, CPPB
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO 0384-9003E

Gentlemen

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Permanent Emergency Generator to serve Santa Fe High School, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit

BASE BID ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1	1	LS	Site work Including Concrete Pad, Concrete Paving, Chain Link Fence with Gate, Fine Grading, bollards, and Seeding Complete in place for One Hundred Nine Thousand dollars and 0 cents per unit	109,000.00	109,000.00
2.	1	LS	Standby Diesel Generator as Specified in the Plans and Specifications, Including Generator, Fuel Tanks **(to be filled by contractor at completion of project)**, Sound Attenuating Enclosure Complete in place for Eight Hundred Forty Two Thousand dollars and 0 cents per unit	$842,000.00	$842,000.00
3	1	LS	Electrical System Installation for Standby Diesel Generator, Including Generator Feeders, Automatic Transfer Switch, Centerpoint Energy T&C fee & Requirements, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System Complete in place for Five Hundred Six Thousand Five Hundred Sixty Five dollars and ____ cents per unit	$506,565.00	$506,565.00
SUBTOTAL BASE BID ITEMS				$1,457,565.00	

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003E

SUBTOTAL BASE BID ITEMS	$ 1,457,565.00
TOTAL AMOUNT BID	$ 1,457,565.00

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 170 calendar days after the date the work commences and to complete the project within 180 calendar days after the date of work commences

This bid proposal shall be considered part of the contract

(Signature)

Crescent Engineering & Inc dba Crescent Electric
(Company Name – Bidder)

Clarence Broze, Jr
(Type Name)

1319 First St.
(Address)

President
(Title)

LaMarque Galveston 77568
(City) (County) (Zip)

(Attest)

409 935 2416
(Phone No)

(Seal, If Bidder is a Corporation)

409 935 2428
(Fax No)

crescentelectric@comcast.net
(E-mail Address)

BID PROPOSAL

Date November 8, 2011

Bid of C. F. McDonald Electric, Inc.
(Legal Name of Bidder – Company)

[ ] an individual proprietorship

[X] a corporation organized and existing under the laws of Texas

[ ] a partnership consisting of _____

_____

[ ] a joint venture

[ ] other _____

FOR

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO 0384-9003E

TO: SANTA FE HIGH SCHOOL GENERATOR
Please send Bid submittals to
Galveston County Purchasing Agent
Attention Rufus Crowder, CPPB
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO 0384-9003E

Gentlemen

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Permanent Emergency Generator to serve Santa Fe High School, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit

BASE BID ITEMS

ITEM NO	QTY	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1	1	LS	Site work Including Concrete Pad, Concrete Paving, Chain Link Fence with Gate Fine Grading, bollards, and Seeding Complete in place for One Hundred Thousand dollars and Zero cents per unit	$ 100,000.00	$ 100,000.00
2	1	LS	Standby Diesel Generator as Specified in the Plans and Specifications, Including Generator, Fuel Tanks **(to be filled by contractor at completion of project)**, Sound Attenuating Enclosure Complete in place for Five Hundred Fifty Thousand dollars and Zero cents per unit	$ 550,000.00	$ 550,000.00
3	1	LS	Electrical System Installation for Standby Diesel Generator, Including Generator Feeders, Automatic Transfer Switch, Centerpoint Energy T&C fee & Requirements, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System Complete in place for Eight Hundred Forty Four Thousand dollars Four Hundred Sixty Nine and Zero cents per unit	$ 844,469.00	$ 844,469.00

SUBTOTAL BASE BID ITEMS $ 1,494.469.00

ADDENDUM No6

W LAND 0384-9003E Santa Fe High School SPECS Bid Proposal ADDENDUM No6.doc

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO 0384-9003E

SUBTOTAL BASE BID ITEMS	$ 1,494,469.00
TOTAL AMOUNT BID	$ 1,494,469.00

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 170 calendar days after the date the work commences and to complete the project within 180 calendar days after the date of work commences

This bid proposal shall be considered part of the contract

(Signature)

Wayne Berkenmeier
(Type Name)

Vice President Special Projects
(Title)

(Attest)

(Seal, If Bidder is a Corporation)

C. F. McDonald Electric, Inc.
(Company Name – Bidder)

5044 Timber Creek
(Address)

Houston Harris 77017
(City) (County) (Zip)

713-921-1368
(Phone No)

713-921-5109
(Fax No)

wayneb@mcdonaldinc.com
(E-mail Address)

BID PROPOSAL

Date: November 22, 2011

Bid of Hi-Tech Electric, Inc
(Legal Name of Bidder – Company)

[ ] an individual proprietorship

[X] a corporation organized and existing under the laws of Texas

[ ] a partnership consisting of _____

_____

[ ] a joint venture

[ ] other _____

FOR:

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003E

TO:

SANTA FE HIGH SCHOOL GENERATOR
c/o LJA Engineering, Inc.
East Houston Office
11821 East Freeway, Suite 400
Houston, Texas 77029

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003E

Gentlemen:

Pursuant to the foregoing invitation and instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Permanent Emergency Generator to serve Santa Fe High School, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

BASE BID ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1.	1	LS	Site work including Concrete Pad, Concrete Paving, Chain Link Fence with Gate, Fine Grading, bollards, and Seeding. Complete in place for Seventy One Thousand dollars and 00/100 cents per unit	$ 71,000 00	$ 71,000 00
2.	1	LS	Standby Diesel Generator as Specified in the Plans and Specifications, including Generator, Fuel Tanks, Sound Attenuating Enclosure Complete in place for Six Hundred Ninety One Thousand Six Hundred dollars and 00/100 cents per unit	$ 691,600 00	$ 691,600 00
3.	1	LS	Electrical System Installation for Standby Diesel Generator, Including Generator Feeders, Automatic Transfer Switch, Centerpoint Energy T&C fee & Requirements, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System. Complete in place for Eight Hundred Eleven Thousand Four Hundred dollars and 00/100 cents per unit	$ 811,400 00	$ 811,400 00

SUBTOTAL BASE BID ITEMS $ 1,574,000 00

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003E

SUBTOTAL BASE BID ITEMS	$ 1,574,000 00
TOTAL AMOUNT BID	$ 1,574,000 00

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 170 calendar days after the date the work commences and to complete the project within 180 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract

Rick Booms
(Signature)

Rick Booms
(Type Name)

Vice President
(Title)

Kathy LaHange
(Attest)

(Seal, If Bidder is a Corporation)

Hi-Tech Electric, Inc
(Company Name – Bidder)

3002 Beverly Road
(Address)

Pasadena Harris 77503
(City) (County) (Zip)

281-487-5100
(Phone No.)

281-487-5600
(Fax No.)

rbooms@hitechelectric, Inc
(E-mail Address)

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATOR
TO SERVE
SANTA FE HIGH SCHOOL

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003E

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

ADDENDUM NO 1	Rick Boone Signature	October 6, 2011 Date
ADDENDUM NO. 2	Rick Boone Signature	October 11, 2011 Date
ADDENDUM NO 3	Rick Boone Signature	October 13, 2011 Date
ADDENDUM NO. 4	Rick Boone Signature	October 19, 2011 Date
ADDENDUM NO. 5	Rick Boone Signature	October 20, 2011 Date
ADDENDUM NO. 6	Rick Boone Signature	November 1, 2011 Date
ADDENDUM NO 7	Rick Boone	November 4, 2011
ADDENDUM NO 8	Rick Boone	November 17, 2011

QUALIFICATION STATEMENT

To: County of Galveston LJA Job No. E384-9003 E

For Construction of Santa Fe High School Generator

List of projects bidder has successfully completed within the past two (2) years:

	Amount of Contract	Type of Work	Date Accepted	Name and Address Of Owner
1.	SEE ATTAHCED LIST			
2.				
3.				
4.				
5.				
6.				
7.				

List of projects bidder is now engaged in completing:

	Amount of Contract	Work Symbol)*	Order Date	Completion Date	Percent Complete	Name & Address of Owner
1.	SEE ATTACHED					
2.						
3.						
4.						
5.						
6.						
7.						

* UG = Underground Utilities (Water, Sewer, Telephone, etc)
PW = Major Plant Work
PD = Paving, Drainage
SA = Structural, Architectural (Bridges, Buildings, etc)
SD = Subdivision Construction
E = Major Electrical
A = Airports

List of Surety Bonds in force on the above incomplete work:

Amount of Contract	Amount of Bond	Name and Address of Surety Company
SEE ATTACHED LIST		

List of equipment owned by bidder that is in serviceable condition and available for use on this project:

Equipment	Condition	Year New
See Attached List		

Portion of work bidder proposes to sublet in case of award of Contract; including amount and type. (Subcontractors must be approved.)

Type of work	Amount of Subcontract	Name and address of Proposed Subcontractor
Civil	$ 54,190 00	Anaya Gulf Coast
Fuel Tanks / System	$154,000 00	Couger Sales

If awarded this Contract our on-site project superintendent will be James Garcia who has had 8 years experience in supervising this type of work.

If awarded this Contract our Administrative Manager will be Manuel Castillo who has had 34 years experience in management of construction of this type work.

Dated this 22nd day of November, 2011.

Company: Hi-Tech Electric, Inc.

By: Rick Booms

Title: Vice President

Mailing Address: P. O. Box 5310, Pasadena, TX 77508-5310

Physical Address: 3002 Beverly Rd., Pasadena, TX 77503

Phone No.: 281-487-5100

Fax No.: 281-487-5600

E-MAIL IF AVAILABLE: rbooms@hitechelectric.com

ATTEST:

Kathy LaGrange

AGENDA ITEM #36b

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Bid #B111057, CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches

Gentlemen,

On November 22, 2011 bids were opened for Bid #B111057, CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches, at which time three (3) bids were received from the following companies

- Crescent Engineering Company — La Marque, Texas
- C F McDonald Electric, Inc — Houston, Texas
- Hi-Tech Electric, Inc — Pasadena, Texas

It is recommended that you award this bid to the lowest, most responsible bidder, C F McDonald Electric, Inc

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From: Simsen, John
Sent: Wednesday, January 11, 2012 10 27 AM
To: Crowder, Rufus
Cc: McCullough, Darla
Subject: Request permission to award bids

Hi Rufus,

It is the state's opinion that we can move forward with awarding the bids on the Santa Fe generator and High Island/Crenshaw generator switches, per the recommendation of the project engineer

The state indicted in an email that there are ample grant funds to cover the higher costs, and it is the county's prerogative to use the additional funds for this purpose Of course, we will still have to process some paperwork with the state before funds can actually be spent

However, we can move forward with contract awards suggested by the engineer so we aren't in danger of having to re-bid

I will forward the pertinent email from Maureen Mahoney with the GLO

Pete, please let Darla/Rufus know if I've forgotten anything

Thanks,

John Simsen/EMC
Galveston County Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539-4407
281 309 5003 Office
409 682 3131 Mobile

LJA Engineering, Inc.

11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713 450 1300
Fax 713 450 1385
www ljaengineering com

November 30, 2011

Mr Rufus Crowder
Galveston County – Engineering Department
722 Moody
Galveston, Texas 77550

RE Bid Tabulation and Recommendation for Award for Construction of the
Bid #B111057 – CDBG Round 1 High Island Middle School and
Crenshaw Elementary School Generator Receptacles & Transfer Switches
LJA Job No 0384-9003F&G

Dear Mr Crowder

Bids for construction of the referenced project were received in the office of the County Purchasing Agent at 2 30 P M , Tuesday, November 22, 2011, at the Galveston County Court House, 5th Floor, and subsequently read in public Three (3) contracting firms submitted bids for the project

The bidders from low to high and the correct total amounts bid for Total Base Bid are as follows

Contractor	Location	Contract Amount
C F McDonald Electric, Inc	Houston, TX	$107,338 00
Hi-Tech Electric, Inc	Pasadena, TX	$166,100 00
Crescent Electric	La Marque, TX	$232,380 00

A copy of the Bid Tabulation is attached

The bidding documents of the bidders were examined and found to be in order

LJA Engineering, Inc recommends awarding a contract to the low bidder, C F McDonald Electric, Inc The total amount bid by the low bidder was $107,338 00

Sincerely,

Gregg B Haan, PE
Senior Project Engineer

GBH/pjh

Attachment

mc Construction File 16 6

O \LAND\0384\0384-9003F\RECAWD -High Island Middle School doc

Bid Tabulation - Bid Opening, Tuesday, November 22, 2011 @ 2 30 P M County of Galveston High Island Middle School & Crenshaw Elementary School Generator Receptacles LJA Project No 0384-9003F&G Bid #111057 - CDBG Round 1 FRN F-1386				C F McDonald Electric, Inc 5044 Timber Creek Houston, TX 77017 PH 713 921 1368 Fax 713 921 5109 Wayne Berkenmeier, VP		Hi-Tech Electric, Inc 3002 Beverly Road Pasadena, TX 77503 PH 281 487 5100 Fax 281 487 5600 Rick Booms, VP		Crescent Electric 1319 First Street La Marque, TX 77568 PH 409 935 2416 Fax 409 935 2428 Clarence Broze, President	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
1	High Island School Electrical System Installation for Manual Transfer Switch, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System, Complete in Place	1	L S	$24,469 00	$24,469 00	$58,960 00	$58,960 00	$54,041 00	$54,041 00
2	Crenshaw School Electrical System Installation for Manual Transfer Switch, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System, Complete in Place	1	L S	$82,869 00	$82,869 00	$107,140 00	$107,140 00	178,339 00	$178,339 00
TOTAL AMOUNT BID (Items 1 through 2)					$107,338 00		$166,100 00		232,380 00

BID RESPONSE TABULATION
CDBG RD1 HIGH ISLAND&CRENSHAW GENERATOR SWITC
GALVESTON COUNTY, TEXAS

BID #: B111057
OPEN. 11/22/2011
2:30 PM

Item	Product Cod	Description	Quantity	Units	Vendor 709896 CRESCENT ENGINEERING COM Unit Price	Extended	Vendor 710005 C F MCDONALD ELECTRIC INC Unit Price	Extended	Vendor 712929 HI-TECH ELECTRIC INC Unit Price	Extended
0001	28539	CDBG ROUND 1 CRENSHAW ELEMENTARY S GENERATRO SWITCHES	1 00	EA	178,339 00	178,339 00	82,869 00	82,869 00	107,140 00	107,140 00
0002	28539	CDBG ROUND 1 HIGH ISLAND MIDDLE SCHO GENERATOR SWITCHES	1 00	EA	54,041 00	54,041 00	24,469 00	24,469 00	58,960 00	58,960 00
				Total of all Items		**232,380.00**		**107,338.00**		**166,100.00**

BID NUMBER B111057

BID PROPOSAL

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

HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

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	Crescent Engineering Co Inc dba Crescent Electric
SIGNATURE	Clarence Breze Jr
PRINT NAME	Clarence Breze Jr
TITLE	President
ADDRESS	1319 First St PO Box 36
CITY, STATE	La Marque, Texas
ZIP	77568
TELEPHONE	409 935 2416
FAX NO	409 935 2428
DATE	11-22-11
TAX I D. No	76-0252028

BID PROPOSAL

Date 11-22-11

Bid of Crescent Engineering Co Inc dba Crescent Electric
(Legal Name of Bidder – Company)

[ ] an individual proprietorship

[✓] a corporation organized and existing under the laws of Texas

[ ] a partnership consisting of _____

_____

[ ] a joint venture

[ ] other _____

FOR:

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003F & 0384-9003G

TO: **HIGH ISLAND MIDDLE SCHOOL**
AND CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES &
TRANSFER SWITCHES
c/o LJA Engineering, Inc
East Houston Office
11821 East Freeway, Suite 400
Houston, Texas 77029

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003F & 0384-9003G

Gentlemen

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Manual Transfer Switches to serve High Island and Crenshaw Schools, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit.

BASE BID ITEMS

ITEM NO.	QTY	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1.	1	LS	High Island School Electrical System Installation for Manual Transfer Switch, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System Complete in place for Fifty Four Thousand Forty One dollars and -0- cents per unit	54,041.00	54,041.00
2	1	LS	Crenshaw School Electrical System Installation for Manual Transfer Switch, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System Complete in place for One Hundred Seventy Eight Thousand Three Hundred Thirty Nine dollars and -0- cents per unit	178,339.00	178,339.00

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003F & 0384-9003G

TOTAL AMOUNT BID $232,380.00

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 60 calendar days after the date the work commences and to complete the project within 75 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract

(Signature)

(Type Name) Clarence Broze Jr

(Title) President

(Attest)

(Seal, If Bidder is a Corporation)

(Company Name – Bidder) Crescent Engineering Co Inc dba Crescent Electric

(Address) 1319 First St

(City) LaMarque (County) Galveston (Zip) 77568

(Phone No) 409 935 2416

(Fax No.) 409 935 2428

(E-mail Address) crescentelectric@comcast.net

BID NUMBER B111057

BID PROPOSAL

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

HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

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	C. F. McDonald Electric, Inc.
SIGNATURE	
PRINT NAME	Wayne Berkenmeier
TITLE	Vice President Special Projects
ADDRESS	5044 Timber Creek
CITY, STATE	Houston, TX
ZIP	77017
TELEPHONE	713-921-1368
FAX NO	713-921-5109
DATE	October 11, 2011
TAX I D No	74-1540453

BID PROPOSAL

Date October 11, 2011

Bid of C. F. McDonald Electric, Inc.
(Legal Name of Bidder – Company)

[ ] an individual proprietorship

[X] a corporation organized and existing under the laws of Texas

[ ] a partnership consisting of _____

_____

[ ] a joint venture

[ ] other _____

FOR

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003F & 0384-9003G

TO: **HIGH ISLAND MIDDLE SCHOOL**
AND CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES &
TRANSFER SWITCHES
c/o LJA Engineering, Inc
East Houston Office
11821 East Freeway, Suite 400
Houston, Texas 77029

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003F & 0384-9003G

Gentlemen

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Manual Transfer Switches to serve High Island and Crenshaw Schools, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit

BASE BID ITEMS

ITEM NO.	QTY	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1	1	LS	High Island School Electrical System Installation for Manual Transfer Switch, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System Complete in place for Twenty Four Thousand Four Hundred Sixty Nine dollars and Zero cents per unit	$ 24,469.00	$ 24,469.00
2	1	LS	Crenshaw School Electrical System Installation for Manual Transfer Switch, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System Complete in place for Eighty Two Thousand Eight Hundred Sixty Nine dollars and Zero cents per unit	$ 82,869.00	$ 82,869.00

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO 0384-9003F & 0384-9003G

TOTAL AMOUNT BID $ 107,338.00

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 60 calendar days after the date the work commences and to complete the project within 75 calendar days after the date of work commences

This bid proposal shall be considered part of the contract

(Signature)

Wayne Berkenmeier
(Type Name)

Vice President Special Projects
(Title)

(Attest)

(Seal, If Bidder is a Corporation)

C. F. McDonald Electric, Inc.
(Company Name – Bidder)

5044 Timber Creek
(Address)

Houston Harris 77017
(City) (County) (Zip)

713-921-1368
(Phone No)

713-921-5109
(Fax No)

wayneb@mcdonaldinc.com
(E-mail Address)

BID NUMBER B111057

BID PROPOSAL

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

HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

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	Hi-Tech Electric, Inc
SIGNATURE	Rick Boom
PRINT NAME	Rick Booms
TITLE	Vice President
ADDRESS	3002 Beverly Rd
CITY, STATE	Pasadena, TX
ZIP	77503
TELEPHONE	281-487-5100
FAX NO	281-487-5600
DATE	November 22, 2011
TAX I.D No.	76-0115454

BID PROPOSAL

Date November 22, 2011

Bid of Hi-Tech Electric, Inc
(Legal Name of Bidder – Company)

[ ] an individual proprietorship

[X] a corporation organized and existing under the laws of Texas

[ ] a partnership consisting of _____

_____

[ ] a joint venture

[ ] other _____

FOR:

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003F & 0384-9003G

TO: **HIGH ISLAND MIDDLE SCHOOL**
AND CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES &
TRANSFER SWITCHES
c/o LJA Engineering, Inc.
East Houston Office
11821 East Freeway, Suite 400
Houston, Texas 77029

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003F & 0384-9003G

Gentlemen

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Manual Transfer Switches to serve High Island and Crenshaw Schools, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit

BASE BID ITEMS

ITEM NO	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1	1	LS	High Island School Electrical System Installation for Manual Transfer Switch, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System Complete in place for Fifty Eight Thousand Nine Hundred Sixty dollars and 00/100 cents per unit	$58,960 00	$58,960 00
2	1	LS	Crenshaw School Electrical System Installation for Manual Transfer Switch, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System Complete in place for One Hundred Seven Thousand One Hundred Forty dollars and 00/100 cents per unit	$107,140 00	$107,140 00

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

IN
GALVESTON COUNTY, TEXAS
LJA JOB NO. 0384-9003F & 0384-9003G

TOTAL AMOUNT BID $ 166,100 00

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 60 calendar days after the date the work commences and to complete the project within 75 calendar days after the date of work commences

This bid proposal shall be considered part of the contract

Rick Booms
(Signature)

Rick Booms
(Type Name)

Vice President
(Title)

Kathy Lathamy
(Attest)

(Seal, If Bidder is a Corporation)

Hi-Tech Electric, Inc
(Company Name – Bidder)

3002 Beverly Rd
(Address)

Pasadena,TX Harris 77503
(City) (County) (Zip)

281-487-5100
(Phone No)

281-487-5600
(Fax No)

rbooms@hitechelectric com
(E-mail Address)

AGENDA ITEM #36c

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Bid #B122009, Reinforced Concrete Pipe for Culverts

Gentlemen,

On January 3, 2012 bids were opened for Bid #B122009, Reinforced Concrete Pipe for Culverts, at which time three (3) bids were received The lowest bid was received from CPR Services & Supplies, dba MDN Enterprises

The Road Administrator and I recommend that you award this bid to CPR Services & Supplies, dba MDN Enterprises

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: January 4, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B122009 – Reinforced Concrete Pipe for Culverts**

I recommend awarding the above bid to the low bidder, CPR Services & Supplies, Inc. dba MDN Enterprises .

Thank you for your assistance in obtaining this bid.

LH/djs

BID RESPONSE TABULATION
REINFORCED CONCRETE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

BID #: B122009
OPEN. 01/03/2012
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 701589 SOUTH HOUSTON CONCRETE P		Vendor 703846 HANSON PIPE AND PRECAST IN		Vendor 710604 CPR SERVICES & SUPPLIES INC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	21000	12" T & G CONCRETE PIPE	1	FT	13 00	13 00	21 60	21 60	12 63	12 63
0002	21000	15" T & G CONCRETE PIPE	1	FT	15 00	15 00	23 40	23 40	13 89	13 89
0003	21000	18" T & G CONCRETE PIPE	1	FT	16 50	16 50	25 20	25 20	15 16	15 16
0004	21000	24" T & G CONCRETE PIPE	1	FT	20 00	20 00	28 80	28 80	18 95	18 95
0005	21000	30" T & G CONCRETE PIPE	1	FT	29 00	29 00	45 00	45 00	26 53	26 53
0006	21000	36" T & G CONCRETE PIPE	1	FT	48 00	48 00	63 00	63 00	39 16	39 16
0007	21000	42" T & G CONCRETE PIPE	1	FT	0 00	0 00	81 00	81 00	50 53	50 53
0008	21000	48" T & G CONCRETE PIPE	1	FT	0 00	0 00	108 00	108 00	63 16	63 16
0009	21000	RAM NECK JOINT SEALER	1	EA	50 00	50 00	0 00	0 00	1 85	1 85
				Total of all Items		**191.50**		**396.00**		**241.86**

BID #: B122009
OPEN: 01/03/2012
10:00 AM

BID SHEET

REINFORCED CONCRETE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following.

LINE ITEM TOTAL $ 171-50

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

1/2/12
DATE

SOUTH HOUSTON CONCRETE PIPE CO. INC.
COMPANY NAME

Dale Stone
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DALE STONE
PRINTED NAME

VICE PRESIDENT
TITLE

828 OLD GENOA RED BLUFF
CORRESPONDENCE ADDRESS

HOUSTON TEXAS 77034
CITY, STATE ZIP CODE

1-74-1894469-4
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. BOX 101
REMIT ADDRESS

SOUTH HOUSTON TEXAS 77587
CITY, STATE ZIP CODE

(713) 946-2831
TELEPHONE NUMBER

(713) 941-8284
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

REINFORCED CONCRETE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

BID # B122009
OPEN: 01/03/2012
10:00 AM

VENDOR ID 701589 SOUTH HOUSTON CONCRETE PIPE INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	21000	12" T & C CONCRETE PIPE	1	FT	12" RCP	$ 13.00	$ 13.00
0002	21000	15" T & C CONCRETE PIPE	1	FT	15" RCP	$ 15.00	$ 15.00
0003	21000	18" T & C CONCRETE PIPE	1	FT	18" RCP	$ 16.50	$ 16.50
0004	21000	24" T & C CONCRETE PIPE	1	FT	24" RCP	$ 20.00	$ 20.00
0005	21000	30" T & C CONCRETE PIPE	1	FT	30" RCP	$ 29.00	$ 29.00
0006	21000	36" T & C CONCRETE PIPE	1	FT	36" RCP	$ 48.00	$ 48.00
0007	21000	42" T & C CONCRETE PIPE	1	FT	N/B	$ N/B	$ —
0008	21000	48" T & C CONCRETE PIPE	1	FT	N/B	$ N/B	$ —
0009	21000	RAM NECK JOINT SEALER	1	EA	1½" JOINT SEALANT	$ 50.00 EA	$ 50.00

Extended Price Total of all Item $ 191.50

BID #: B122009
OPEN: 01/03/2012
10:00 AM

BID SHEET

REINFORCED CONCRETE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following·

LINE ITEM TOTAL $ 396.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

12/28/11
DATE

Hanson Pipe & Precast
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Austin Kruger
PRINTED NAME

S. Tx Sales Mgr
TITLE

P.O. Box 40444
CORRESPONDENCE ADDRESS

Houston, TX 77041
CITY, STATE ZIP CODE

1-54-0179210-4
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 40444
REMIT ADDRESS

Houston, TX 77041
CITY, STATE ZIP CODE

(713)466-6306
TELEPHONE NUMBER

(713)466-6897
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

REINFORCED CONCRETE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

BID #: B122009
OPEN. 01/03/2012
10:00 AM

VENDOR II: 703846 HANSON PIPE AND PRECAST INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	21000	12" T & G CONCRETE PIPE	1	FT		$ 21.60	$ 21.60
0002	21000	15" T & G CONCRETE PIPE	1	FT		$ 23.40	$ 23.40
0003	21000	18" T & G CONCRETE PIPE	1	FT		$ 25.20	$ 25.20
0004	21000	24" T & G CONCRETE PIPE	1	FT		$ 28.80	$ 28.80
0005	21000	30" T & G CONCRETE PIPE	1	FT		$ 45.00	$ 45.00
0006	21000	36" T & G CONCRETE PIPE	1	FT		$ 63.00	$ 63.00
0007	21000	42" T & G CONCRETE PIPE	1	FT		$ 81.00	$ 81.00
0008	21000	48" T & G CONCRETE PIPE	1	FT		$ 108.00	$ 108.00
0009	21000	RAM NECK JOINT SEALER	1	EA		$ —	$ —

Extended Price Total of all Item $ 396.00

BID #: B122009
OPEN: 01/03/2012
10:00 AM

BID SHEET

REINFORCED CONCRETE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 241.86

OPTIONS TO RENEV 2 Extensions/1 Year Options

Brittany Knighten
WITNESS

12.29.2011
DATE

CPR Services & Supplies, Inc. dba
MDN Enterprises
COMPANY NAME

Jennifer Planery
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jennifer Planery
PRINTED NAME

Operations Manager
TITLE

P.O. Box 1148
CORRESPONDENCE ADDRESS

New Caney, Tx 77357
CITY, STATE ZIP CODE

760474330
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 1148
REMIT ADDRESS

New Caney, Tx 77357
CITY, STATE ZIP CODE

281.354 9621
TELEPHONE NUMBER

281.354.9637
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

REINFORCED CONCRETE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

BID #: B122009
OPEN: 01/03/2012
10:00 AM

VENDOR ID 710604 CPR SERVICES & SUPPLIES INC

Item No	Product Code	Description		Quantity	Units	Catalog #	Unit Price	Extended Price
0001	21000	12" T & G CONCRETE PIPE	PCARCP 4 TG12 PCARCP 6 TG12 PCARCP 8 TG12	1	FT		$ 12.63	$ 12.63
0002	21000	15" T & G CONCRETE PIPE	PCARCP 4 TG15 PCARCP 6 TG15 PCARCP 8 TG15	1	FT		$ 13.89	$ 13.89
0003	21000	18" T & G CONCRETE PIPE	PCARCP 4 TG18 PCARCP 6 TG18 PCARCP 8 TG18	1	FT		$ 15.16	$ 15.16
0004	21000	24" T & G CONCRETE PIPE	PCARCP 4 TG 24 PCARCP 6 TG 24 PCARCP 8 TG 24	1	FT		$ 18.95	$ 18.95
0005	21000	30" T & G CONCRETE PIPE	PCARCP 4 TG 30 PCARCP 6 TG 30 PCARCP 8 TG 30	1	FT		$ 26.53	$ 26.53
0006	21000	36" T & G CONCRETE PIPE	PCARCP 4 TG 36 PCARCP 6 TG 36 PCARCP 8 TG 36	1	FT		$ 39.16	$ 39.16
0007	21000	42" T & G CONCRETE PIPE	PCARCP 6 TG42 PCARCP 8 TG42	1	FT		$ 50.53	$ 50.53
0008	21000	48" T & G CONCRETE PIPE	PCARCP 6 TG48 PCARCP 8 TG48	1	FT		$ 63.16	$ 63.16
0009	21000	RAM NECK JOINT SEALER	PCARNS 150	1	EA		$ 1.85	$ 1.85

Extended Price Total of all Item $ 241.86

BID #: B122009
OPEN: 1/03/2012
10:00 AM

INVITATION TO BID
REINFORCED CONCRETE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **10:00 AM** on **1/03/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any proposal received after **10:00 AM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122009
REINFORCED CONCRETE PIPE FOR CULVERTS

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be lump sum or as noted on bid sheet

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your proposal

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc), vendor is to be paid via Galveston County's normal accounts payable process

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
REINFORCED CONCRETE PIPE FOR CULVERTS
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 four (4), one (1) original and three (3) copies*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

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

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

All questions regarding this Request for Bid must be submitted in writing to

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

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

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

3. TIME FOR RECEIVING BIDS

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

4. BID OPENING

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

GENERAL PROVISIONS
REINFORCED CONCRETE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

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

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

7. **SUBSTITUTES**
It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. **EXCEPTIONS TO BID**
The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

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

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

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

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

11. **TAX EXEMPTION**
Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS
REINFORCED CONCRETE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

13. MODIFICATION OF BIDS

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

14. AWARD OF BIDS

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

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

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

GENERAL PROVISIONS
REINFORCED CONCRETE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

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GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

GENERAL PROVISIONS
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22. NO COMMITMENT BY COUNTY OF GALVESTON

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

23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

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

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

26. BID DISCLOSURES

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

27. PROTEST

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

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28. WITHDRAWAL OF BID

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

29. INDEMNIFICATION

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

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

30. PROOF OF INSURANCE

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

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

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

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

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

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

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

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set 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

GENERAL PROVISIONS
REINFORCED CONCRETE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

33. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

34. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

GENERAL PROVISIONS
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It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

GENERAL PROVISIONS
REINFORCED CONCRETE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

36. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

SPECIAL PROVISIONS
REINFORCED CONCRETE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

Galveston County is seeking a vendor to supply the County's annual requirements for reinforced tongue and groove concrete pipe which shall conform to ASTM designation C76, (Class III tongue & groove), as specified in item 464, Reinforced Concrete Pipe, of the Texas State Department of Highways and Public Transportation Standards Specifications

Galveston County estimates that its annual purchases may exceed 400 joints of reinforced concrete pipe of various sizes during the one (1) year period Galveston County will not guarantee any minimum purchase and will pay only for concrete pipe actually ordered and delivered to Galveston County

Prices quoted on the attached bid sheet are to include all delivery charges to various locations in Galveston County These locations include the County installations at Dickinson, Texas, Santa Fe, Texas, and Port Bolivar, Texas

TERM
The term of the contract will be one (1) year period beginning with the ward of the contract by the Commissioners' Court The contract may be extended for two (2) additional one (1) year periods if mutually agreeable

The County will order concrete pipe on an as needed basis and a purchase order number or other method of payment as authorized by the County Purchasing Agent will be issued against the contract for each delivery

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY

Galveston County is tax exempt and therefore taxes should be added to the bid price Galveston County reserves the right to order more or less of this product

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	1/17/12	Department.	Purchasing		
Renewal Contract	BID-NO	Orgkey·		Object Code·	
Contract Start Date	2/18/12	Vendor·	CPR Services		
Contract End Date.	2/17/13	Vendor No.	710604	Contract No	CM12044 B122009
Description	Reinforced Concrete Pipe for Culverts				
Contract # Issued By Purchasing		CM12044	Requested Legal Review	Yes/No	N/A

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head		
Purchasing Agent.	1-18-2012	
County Legal·		
County Budget Office	N/A	

Form Number

ORIGINAL

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

Contract Number: **CM12044**

Invitation to Bid Number. **B122009 Reinforced Concrete Pipe for Culverts**

Term of Contract· **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating February 17, 2013 .

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three.	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: CPR Services & Supplies, Inc dba MDN Enterprises

Awarded as to addendum(s) (if applicable):

Addendum No 1 ( ) yes ( ) no ( ) n a
Addendum No 2: ( ) yes ( ) no ( ) n.a
Addendum No 3 ( ) yes ( ) no ( ) n a

Payment Bond Required ( ) yes (X)no

Performance Bond Required. ( ) yes (X) no

Notice to be Given to:

Galveston County.

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor

OPR Services & Supplies, Inc
dba MDN Enterprises
P.O Box 1148
New Caney, Tx 77357

County and Contractor agree as follows:

1 **Parts of Contract.** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2 **Contractor Responsibilities** Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4 **Independent Contractor**· None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered Contractor is not an agent or employee of the County for any purpose Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

5. **Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments

6. **Initial Term and Options to Renew**. The initial term of the Contract will be as stated above Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period Each option to renew may not cover more than one (1) year The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7 **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor

8 **Covenant Against Contingent Fees** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

9 **Subcontracting or Assignment** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract Failure to request consent shall be grounds for termination.

10 **Novation and Change of Name Agreements** Contractor is responsible for the performance of this Contract In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court

11 **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

12 **Entirety of Agreement and Modification** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party

13 **Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable

14 **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect

15. **Governing Law**· This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas Venue shall lie exclusively in Galveston, Texas

16 **Benefit.** This contract is intended to inure only to the benefit of County and Contractor This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties

17 **Authority to Bind.** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto

18. **Immunity Retained** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract

19 **Meaning of Words.** Except as provided otherwise, words shall be given their ordinary meaning If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20 **Public Information Act.** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21 **Headings**. The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

Executed on this the effective 18th day of February, 2012

Contractor:
CPR Services & Supplies, Inc
dba MDN Enterprises

By:

Date: 1-24-12

Galveston County

By:

Date: 1/24/12

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #36d

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Bid #B122010, Trap Rock

Gentlemen,

On January 3, 2012 bids were opened for Bid #B122010, Trap Rock, at which time one bid was received from Vulcan Construction Materials, LP

The Road Administrator and I recommend that you award this bid to Vulcan Construction Materials, LP

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: January 4, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B122010 – Trap Rock**

I recommend awarding the above bid to the lone bidder, Vulcan Construction Materials, LP.

Thank you for your assistance in obtaining this bid.

LH/djs

BID RESPONSE TABULATION
TRAP ROCK
GALVESTON COUNTY, TEXAS

BID #: B122010
OPEN: 01/03/2012
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 0131 VULCAN CONSTRUCTION MAT		Vendor.		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	74577	SANTA FE DELIVER TO STOCKPILE	1	TN	46 73	46 73	0 00	0 00	0 00	0 00
0002	74577	DICKINSON DELIVER TO STOCKPILE	1	TN	46 73	46 73	0 00	0 00	0 00	0 00
0003	74577	BOLIVAR DELIVER TO STOCKPILE	1	TN	50 93	50 93	0 00	0 00	0 00	0 00
				Total of all Items		**144 39**		**0.00**		**0 00**

BID #: B122010
OPEN: 01/03/2012
10.00 AM

BID SHEET

TRAP ROCK

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following·

LINE ITEM TOTAL $ 144 39

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

12-29-2011
DATE

Vulcan Construction Materials, LP
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Catarino Rios
PRINTED NAME

Sales Representive
TITLE

12603 Southwest Freeway, Suite 300
CORRESPONDENCE ADDRESS

Stafford, TX 77477
CITY, STATE ZIP CODE

63 1211833
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 849131
REMIT ADDRESS

Dallas, TX 75284 9131
CITY, STATE ZIP CODE

281-276-4900
TELEPHONE NUMBER

281-276-4999
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

TRAP ROCK

GALVESTON COUNTY, TEXAS

BID #: B122010
OPEN: 01/03/2012
10:00 AM

VENDOR ID 400131 VULCAN CONSTRUCTION MATERIALS LP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	74577	SANTA FE DELIVER TO STOCKPILE	1	TN	Trap Rock3&5	$ 46.73	$ 46.73
0002	74577	DICKINSON DELIVER TO STOCKPILE	1	TN	TrapRock 3&5	$ 46.73	$ 46.73
0003	74577	BOLIVAR DELIVER TO STOCKPILE	1	TN	TrapRock 3&5	$ 50.93	$ 50.93

Extended Price Total of all Item $ 144.39

Vulcan Construction is not bidding Trap Rock Grd 4

BID #: B122010
OPEN: 1/03/2012
10:00 AM

INVITATION TO BID
TRAP ROCK
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **10:00 AM** on **1/03/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any proposal received after **10:00 AM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122010
TRAP ROCK

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be lump sum or as noted on bid sheet

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your proposal

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc), vendor is to be paid via Galveston County's normal accounts payable process

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
TRAP ROCK
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 four (4), one (1) original and three (3) copies*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

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

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

All questions regarding this Request for Bid must be submitted in writing to

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

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

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

3. TIME FOR RECEIVING BIDS

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

4. BID OPENING

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

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

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

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

9. PRICING

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

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

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

10. PROCUREMENT CARD

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

11. TAX EXEMPTION

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

13. MODIFICATION OF BIDS

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

14. AWARD OF BIDS

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

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

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

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

22. NO COMMITMENT BY COUNTY OF GALVESTON

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

23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

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

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

26. BID DISCLOSURES

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

27. PROTEST

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

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

28. WITHDRAWAL OF BID

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

29. INDEMNIFICATION

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

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

30. PROOF OF INSURANCE

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

A For damages arising out of bodily injury to or death of one person in any one accident --
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS.

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

C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

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

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

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

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

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

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

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

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

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set 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

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

33. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

34. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

GENERAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

36. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

BID #: B122010
OPEN: 01/03/2012
10:00 AM

SPECIAL PROVISIONS
TRAP ROCK
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply Trap Rock to various locations within Galveston County The following specifications are minimum acceptable requirements for our departments' use

DESCRIPTION AND MATERIAL
The following is the specifications for trap rock used by the Road and Bridge Department Texas Department of Transportation Item 302, Type B modified, Grades 3, 4, and 5 Aggregate shall be basalt with Los Ageles abrasion loss not more than 15%

QUANTITIES
The bid shall be based on anticipated requirements of 4,000 tons, however the County does not guarantee any minimum purchase and will pay only for the material actually ordered and delivered in Galveston County

MEASUREMENTS AND PAYMENTS
Measurement shall be by the ton at the destination point Payment will be made on this basis, per ton, including freight charges

POINTS OF DELIVERY
The material shall be furnished and delivered to the specified location, satisfactory to the Road Administrator, at Santa Fe, Dickinson, and Bolivar, all in Galveston County, Texas

ORDERING AND PURCHASING
The County expects to order trap rock at the rate of 500-1000 tons per stated location However, there may be times when more will be ordered, where possible, to reduce freight charges

COSTS
The unit price per ton, submitted by the bidder, shall include all the costs to the County, including the material, freight, or any other costs to receive the material at the destination point when the order is placed The County will arrange its own unloading procedure

Increase in freight rates, during the period of the contract, will be paid by the County to the supplier, but only upon satisfactory evidence from the railroad to the County Purchasing Agent Likewise, if any decreases occur, the County shall receive credit

Rail freight rate subject to increase or decrease by regulatory authority

Galveston County is tax exempt and therefore taxes license fees shall not be added to the bid price Galveston County reserves the right to order more or less of this product

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING OURPOSES ONLY

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request.	1/17/12	Department	Purchasing		
Renewal Contract	No - BID	Orgkey		Object Code	
Contract Start Date	2/18/12	Vendor:	Vulcan		
Contract End Date	2/17/13	Vendor No	400131	Contract No	B122010 CM 12045
Description	TRAP Rock				
Contract # Issued By Purchasing	CM 12045		Requested Legal Review	Yes/No	N/A

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head		
Purchasing Agent:	1-18-2012	
County Legal		
County Budget Office.	NA	

Form Number

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM12045

Invitation to Bid Number: B122010 Trap Rock

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services). Beginning date of execution of this Contract by latest signatory to sign and terminating February 17, 2013 .

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One·	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three.	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: Vulcan Construction Materials, LP

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No 2 ( ) yes ( ) no ( ) n a.
Addendum No 3· ( ) yes ( ) no ( ) n a

Payment Bond Required. ( ) yes (X)no

Performance Bond Required. ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor

Vulcan Construction Materials LP
12603 Southwest Freeway, Suite 300

Stafford, TX 77477

County and Contractor agree as follows:

1 **Parts of Contract**· Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3 **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4 **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**. The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7 **Cancellation**. County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

9 **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination

10. **Novation and Change of Name Agreements**· Contractor is responsible for the performance of this Contract In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

12. **Entirety of Agreement and Modification**· This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party

13. **Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable

14. **Validity/Enforceability**. If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15 **Governing Law**· This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas Venue shall lie exclusively in Galveston, Texas

16 **Benefit** This contract is intended to inure only to the benefit of County and Contractor This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18 **Immunity Retained.** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19 **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art Words in the present or past tense include the future tense The singular includes the plural and the plural includes the singular unless expressly provided otherwise

20. **Public Information Act.** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act

21 **Headings**. The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 18th day of February, 2012.

Contractor:

Vulcan Construction Materials LP

By: Catarino Rios

Date: 12/29/2011

Galveston County

By: Mark A. Henry, County Judge

Date: 1/12/24

Attest: Dwight Sullivan, County Clerk

AGENDA ITEM #37a

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Bid #B112013, Portable Toilet Service for Bolivar Peninsula

Gentlemen,

The contract associated with Bid #B112013, Portable Toilet Service for Bolivar Peninsula is scheduled for its first extension on April 25, 2012 The contracted vendor for this service is C Johnny on the Spot

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

MEMORANDUM

January 4, 2012

To Rufus Crowder, Purchasing Agent CPPB
Galveston County

From Dennis J Harris, Director
Galveston County Parks and Senior Services

Subject: Recommendation for 1st Extension for Bid # B112013, Portable Toilet Service for Bolivar Peninsula

After a review and discussion with Park staff concerning the 1st extension request for bid # B112013, Portable Toilet Service for Bolivar Peninsula It is the recommendation of the County Parks Department to support the extension request for C Johnnie on the Spot

Should you have any questions, please do not hesitate to contact my office at extension 8110

DENNIS J HARRIS

CC Earl Hearne, Administrative Services Manager
Andy Hansen, Operations /Trades Manager
Ronnie Blizard, District Supervisor

4102 Main Street (FM 519) La Marque TX 77568 **Phone** (409) 934-8100 **Fax** (409) 934-8140

WAYNE COLICHER
Owner

LEE RICHARD
Branch Manager

"YOUR'S IS THE BEST END
OF OUR BUSINESS"
Portable Toilets & Buildings

C JOHNNIE-ON-THE-SPOT West Bay

3502 2nd Ave South
Texas City, Texas 77590

PO Box 287
Texas City, Texas 77592

January 9, 2012

Darla Mccullough,

It is C Johnnie on the Spot's intent to extend the contract associated with Bid# B112013 for an Additional year (April 25, 2012 – April 24, 2013) We look forward to be of continued service for the Bolivar Peninsula area.

If you have any questions or if we can be of further assistance please feel free to contact us

Mark Kennedy
General Manager

AGENDA ITEM #37b

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Bid #B112012, Electrical Parts and Supplies

Gentlemen,

The contract associated with Bid #B112012, Electrical Parts and Supplies is scheduled for its first extension on April 9, 2012 The contracted vendor for this service is Owen Electric, dba Tidal Electrical Distributors

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

January 12, 2012

To· Rufus Crowder
From. Charles Kenworthy

RE Electrical Parts and Supplies Bid# B112012

Rufus,

I recommend that the Electrical Parts and Supplies Bid# B112012 be extended for an additional year to Owen Electric Supply Please contact me at X2385 if you have any questions and or concerns

Thank you,

Charles Kenworthy
Facilities Manager

CED-TIDAL ELECTRICAL DISTRIBUTORS

1-13-12

To Galveston County

Purchasing Department

Attn Mr Rufus Crowder

Subject BID# B112012

CED-Tidal electrical distributors would like to extend our electrical supply contract BID#B112012 for one year

Thank you,

David Gilley

David Gilley

Operations Manager

4200 Gulf Freeway • La Marque, Texas 77568 • TEL· (409)935-8092 • FAX· (409)229-5010 or (409)935-2498

AGENDA ITEM #37c&d

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: **RFP #B101007**, Galveston County Housing Construction, and **RFQ #B101008**, Galveston County Reconstruction

Gentlemen,

We are requesting that the Commissioners' Court ratify the various extensions that were issued in the Galveston County Housing Assistance Program during the August-September 2011 timeframe The contract for each of these vendors, respectively, was due for a 1-year extension in September, in accordance with RFP #B101007 and/or RFQ #B101008, as applicable

The vendors extended in RFP #B101007, Galveston County Housing Construction, are the following

- American Home Builder
- American Home Star
- Burghli Homes, Promenade Homes, JV
- Compass Pointe Homes
- Excello Construction, LLC
- Sullivan Land Services, LTD
- Tegrity Homes

The vendors extended in RFP #B101008, Galveston County Reconstruction, are the following

- BGB Interests, LP
- B&MS Construction
- Byrdson Service, Inc
- DSW Homes
- J C Cantera Homes, Inc
- J W Kelso Company, Inc
- One 80 Lonestar
- Pat's Demolition & Debris Removal
- Sullivan Land Services, Ltd

A true and copy of the letters evidencing the extensions is enclosed herein, and the originals are retained within Purchasing It is requested that the Commissioners' Court ratify the extensions We wish to thank the Commissioners' Court in advance for its consideration on this matter

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Richard Smith
American Home Builder
2028 Broadway
Galveston, Texas 77550

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Smith,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Barry Conner
ACCEPTED BY (signature)

8/29/11
DATE

BARRY CONNER
Printed Name

AMERICAN HOME BUILDERS
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Tammie DeWeese
American Home Star
2450 South Shore Blvd #300
League City, Texas 77573

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Ms DeWeese,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

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Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

AUGUSS 30, 2011
DATE

CRAIG A. REYNOLDS
Printed Name

AMERICAN HOMESTAR CORP.
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Stan Davis
Burghli Homes, Promenade Homes, JV
4615 N Freeway
Suite 100
Houston, Texas 77022

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Davis,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

8/23/2011
DATE

Zaher (Zack) Burghli
Printed Name

Burghli Homes, Promenade Homes J.V.
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Bobby Baillio
Compass Pointe Homes
16000 Stuebner Airline Suite 420
Spring, Texas 77379

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Baillio,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Gregory A Katt
ACCEPTED BY (signature)

8/31/11
DATE

GREGORY A. KATT
Printed Name

MGB INTERESTS LP for COMPASS POINTE HOMES
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Darin Driscoll
Excello Construction, LLC
1245 Cardinal Drive
Beaumont, Texas 77705

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Driscoll,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

8-30-11
DATE

G. Darin Driscoll
Printed Name

Byrdson Services, LLC dba Excello Construction
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

William Sullivan
Sullivan Land Services, LTD
13 Evia Main
Galveston, Texas 77552

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Sullivan,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature) — DATE 8/29/11

Printed Name — COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Tim O'Hanlon
Tegrity Homes
5601 Democracy Drive, Ste. 190
Plano, Texas 75024

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr O'Hanlon,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

8/26/2011
DATE

TIM O'HANLON
Printed Name

TEGRITY HOMES LLC
COMPANY NAME

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

September 9, 2011

Greg Katt
BGB Interests, LP
16000 Stuebner Airline, #420
Spring, Texas 77379

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Katt,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address·

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Gregory A Katt
ACCEPTED BY (signature)

9/22/11
DATE

GREGORY A. KATT
Printed Name

BGB INTERESTS LP dba COMPASS POINTE HOMES
COMPANY NAME

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

September 9, 2011

Krystal Hernandez
B&MS Construction
406 Deats Road
Dickinson, Texas 77539

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Ms Hernandez,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Ben Hernandez
ACCEPTED BY (signature)

9-23-11
DATE

Ben Hernandez
Printed Name

BMS Construction
COMPANY NAME

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

September 9, 2011

Darin Driscoll
Byrdson Service, Inc
1245 Cardinal Drive
Beaumont, Texas 77705

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Driscoll,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

9-14-2011
Director of Operations
DATE

G. Darin Driscoll
Printed Name

Byrdson Services, LLC dba Excello Construction
COMPANY NAME

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

September 9, 2011

Jim Schumer
DSW Homes
1021 61st Street
Suite 200 Bldg B
Galveston, Texas 77551

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Schumer,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

9/17/11
DATE

James Schumer
Printed Name

DSW Homes LLC
COMPANY NAME

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

September 9, 2011

John Rosales
J C Cantera Homes, Inc
5011 Broadway
Galveston, Texas 77551

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Rosales ,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Juan G. Rosales
ACCEPTED BY (signature)

9-21-2011
DATE

Juan G. Rosales
Printed Name

J.C. Cantera Homes, Inc.
COMPANY NAME

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

September 9, 2011

J P Nitsch
J W Kelso Company, Inc
7225 Harborside Drive
Galveston, Texas 77554

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Nitsch,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

John Kelso
ACCEPTED BY (signature)

09/23/11
DATE

John W. Kelso
Printed Name

J.W. Kelso Company, Inc
COMPANY NAME

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

September 9, 2011

Thomas Russo
One 80 Lonestar
6628 Stewart Road
Galveston, Texas 77551

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr. Russo,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

9-28-11
DATE

Thomas S Russo
Printed Name

One 80 Lonestar, LLC
COMPANY NAME

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

September 9, 2011

Pat Rogers
Pat's Demolition & Debris Removal
P O Box 2160
Crystal Beach, Texas 77650

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Rogers,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

P A Rogers
ACCEPTED BY (signature)

9/22/11
DATE

PA Rogers
Printed Name

PAT'S DEMOLITION + Debris Removal
COMPANY NAME

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

September 9, 2011

William Sullivan
Sullivan Land Services, Ltd
P O Box 17017
Galveston, Texas 77552

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Sullivan,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

9/14/11
DATE

William Sullivan
Printed Name

Sullivan Land Services Ltd
COMPANY NAME

AGENDA ITEM #37c&d

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: **RFP #B101007**, Galveston County Housing Construction, and **RFQ #B101008**, Galveston County Reconstruction

Gentlemen,

We are requesting that the Commissioners' Court ratify the various extensions that were issued in the Galveston County Housing Assistance Program during the August-September 2011 timeframe The contract for each of these vendors, respectively, was due for a 1-year extension in September, in accordance with RFP #B101007 and/or RFQ #B101008, as applicable

The vendors extended in RFP #B101007, Galveston County Housing Construction, are the following

- American Home Builder
- American Home Star
- Burghli Homes, Promenade Homes, JV
- Compass Pointe Homes
- Excello Construction, LLC
- Sullivan Land Services, LTD
- Tegrity Homes

The vendors extended in RFP #B101008, Galveston County Reconstruction, are the following

- BGB Interests, LP
- B&MS Construction
- Byrdson Service, Inc
- DSW Homes
- J C Cantera Homes, Inc
- J W Kelso Company, Inc
- One 80 Lonestar
- Pat's Demolition & Debris Removal
- Sullivan Land Services, Ltd

A true and copy of the letters evidencing the extensions is enclosed herein, and the originals are retained within Purchasing It is requested that the Commissioners' Court ratify the extensions We wish to thank the Commissioners' Court in advance for its consideration on this matter

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Richard Smith
American Home Builder
2028 Broadway
Galveston, Texas 77550

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Smith,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Barry Conner
ACCEPTED BY (signature)

8/29/11
DATE

BARRY CONNER
Printed Name

AMERICAN HOME BUILDERS
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Tammie DeWeese
American Home Star
2450 South Shore Blvd #300
League City, Texas 77573

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Ms DeWeese,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

AUGUSS 30, 2011
DATE

CRAIG A. REYNOLDS
Printed Name

AMERICAN HOMESTAR CORP.
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Stan Davis
Burghli Homes, Promenade Homes, JV
4615 N Freeway
Suite 100
Houston, Texas 77022

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Davis,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

8/23/2011
DATE

Zaher (Zack) Burghli
Printed Name

Burghli Homes, Promenade Homes J.V.
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Bobby Baillio
Compass Pointe Homes
16000 Stuebner Airline Suite 420
Spring, Texas 77379

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Baillio,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Gregory A Katt
ACCEPTED BY (signature)

8/31/11
DATE

GREGORY A. KATT
Printed Name

MGB INTERESTS LP for COMPASS POINTE HOMES
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Darin Driscoll
Excello Construction, LLC
1245 Cardinal Drive
Beaumont, Texas 77705

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Driscoll,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

8-30-11
DATE

G. Darin Driscoll
Printed Name

Byrdson Services, LLC dba Excello Construction
COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

William Sullivan
Sullivan Land Services, LTD
13 Evia Main
Galveston, Texas 77552

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Sullivan,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature) — DATE 8/29/11

Printed Name — COMPANY NAME

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Tim O'Hanlon
Tegrity Homes
5601 Democracy Drive, Ste. 190
Plano, Texas 75024

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr O'Hanlon,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address.

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

8/26/2011
DATE

TIM O'HANLON
Printed Name

TEGRITY HOMES LLC
COMPANY NAME

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

September 9, 2011

Greg Katt
BGB Interests, LP
16000 Stuebner Airline, #420
Spring, Texas 77379

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Katt,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address·

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Gregory A Katt
ACCEPTED BY (signature)

9/22/11
DATE

GREGORY A. KATT
Printed Name

BGB INTERESTS LP dba COMPASS POINTE HOMES
COMPANY NAME

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

September 9, 2011

Krystal Hernandez
B&MS Construction
406 Deats Road
Dickinson, Texas 77539

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Ms Hernandez,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Ben Hernandez
ACCEPTED BY (signature)

9-23-11
DATE

Ben Hernandez
Printed Name

BMS Construction
COMPANY NAME

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

September 9, 2011

Darin Driscoll
Byrdson Service, Inc
1245 Cardinal Drive
Beaumont, Texas 77705

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Driscoll,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

9-14-2011
Director of Operations
DATE

G. Darin Driscoll
Printed Name

Byrdson Services, LLC dba Excello Construction
COMPANY NAME

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

September 9, 2011

Jim Schumer
DSW Homes
1021 61st Street
Suite 200 Bldg B
Galveston, Texas 77551

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Schumer,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

9/17/11
DATE

James Schumer
Printed Name

DSW Homes LLC
COMPANY NAME

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

September 9, 2011

John Rosales
J C Cantera Homes, Inc
5011 Broadway
Galveston, Texas 77551

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Rosales ,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Juan G. Rosales
ACCEPTED BY (signature)

9-21-2011
DATE

Juan G. Rosales
Printed Name

J.C. Cantera Homes, Inc.
COMPANY NAME

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

September 9, 2011

J P Nitsch
J W Kelso Company, Inc
7225 Harborside Drive
Galveston, Texas 77554

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Nitsch,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

John Kelso
ACCEPTED BY (signature)

09/23/11
DATE

John W. Kelso
Printed Name

J.W. Kelso Company, Inc
COMPANY NAME

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

September 9, 2011

Thomas Russo
One 80 Lonestar
6628 Stewart Road
Galveston, Texas 77551

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr. Russo,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

9-28-11
DATE

Thomas S Russo
Printed Name

One 80 Lonestar, LLC
COMPANY NAME

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

September 9, 2011

Pat Rogers
Pat's Demolition & Debris Removal
P O Box 2160
Crystal Beach, Texas 77650

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Rogers,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

P A Rogers
ACCEPTED BY (signature)

9/22/11
DATE

PA Rogers
Printed Name

PAT'S DEMOLITION + Debris Removal
COMPANY NAME

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

September 9, 2011

William Sullivan
Sullivan Land Services, Ltd
P O Box 17017
Galveston, Texas 77552

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Sullivan,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature)

9/14/11
DATE

William Sullivan
Printed Name

Sullivan Land Services Ltd
COMPANY NAME

AGENDA ITEM #37e

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: RFP #B102004, Auditing and Related Services

Gentlemen,

The contract associated with RFP #B102004, Auditing and Related Services is scheduled for its second and final extension on March 17, 2012 The contracted vendor for this service is Null-Larson, P C

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

Galveston County
Professional Services
Department

Mel Trammell, Director
Galveston County Courthouse
722 Moody, Third Floor
Galveston, Texas 77550
Mel trammell@co galveston tx us

Budget Office Phone
(409) 770-5365

Main Fax
(409) 770-5341

Direct Fax
(409) 765-3242

January 4, 2012

Mr Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77550

RE RFP #B102004

Dear Mr Crowder,

This is to request that the contract with Null Larson, PC for the provision of audit services to Galveston County be extended an additional year as allowed per the terms of the contract

Respectfully,

Mel Trammell

Mel Trammell
Director of Finance

Cliff Billingsley, CPA
County Auditor

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

Ron Chapa, CPA
First Assistant County Auditor–
Director of Internal Audit

LaToya Jordan
First Assistant County Auditor–
Director of IT Systems

Jeff Modzelewski, CPA
First Assistant County Auditor–
Director of Accounting

January 11, 2012

Mr Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77550

RE RFP #B102004

Dear Mr Crowder

I write you this letter to request that the contract for auditing and related services with Null-Larson, P C , associated with the above-referenced RFP be extended for one more year, through March 16, 2013, as allowed per the terms of said contract

Thank you

Sincerely,

Jeffrey P. Modzelewski

Jeffrey P Modzelewski, MBA, CPA
First Assistant County Auditor – Director of Accounting
Galveston County Auditor's Office

Null-Lairson, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

January 16, 2012

County of Galveston
Attn Mr Rufus Crowder, Purchasing Agent
722 Moody Avenue
Galveston, Texas 77550

Re RFP #B102004, "Auditing and Related Services for Galveston County

Null Lairson, P C would like to extend our contract to provide auditing and related for Galveston County for an additional year Our fee for these services will remain at the levels quoted in our proposal dated January 12, 2010

We appreciate the opportunity to serve Galveston County and look forward to meeting with you and discussing further our audit philosophy, approach, and methodology

Sincerely,

Null Lairson, PC

Null-Lairson, P.C.

2000 Loop 197 North | Suite 200 | Texas City, TX 77590 | (P) 409-948-4406 | (F) 409-948-0364
www null-lairson com

AGENDA ITEM #38a

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Request to Utilize Texas Buy Board Cooperative

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved competitively bid cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271 102, Cooperative Purchasing Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262 023, Competitive Requirements for Certain Purchases to purchase the following services

- Janitorial Supplies

The County's currently contracted provider, Kleen Supply Company, a local vendor, has successfully procured a custodial supplies and equipment contract with the BuyBoard cooperative Their contract with the County expires February 3, 2012

In addition to the 1% rebate that the County will receive through participation, there is no obligation to utilize the agreement for any period of time

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

KLEEN SUPPLY CO.
P.O. Box 2037
2428 Church St.
Galveston, TX 77553
409.762.0140
409.762.0340 (Fax)

January 6, 2012

Mr. Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
Galveston, TX 77550

Dear Mr. Crowder,

Thank you for meeting recently with Russ O'Connor and me. We appreciate your interest in our company.

As I mentioned in our meeting, Kleen Supply Company is pleased to have provided Galveston County its cleaning and janitorial supplies throughout Kleen's 40 year history.

Not only is Galveston County a major account for Kleen, but it also represents a plus for the city and county as the county continues to rebuild after Hurricane Ike. Partnerships in business are the foundation for the economic and structural rebuilding of our county. Kleen experienced six feet of water during the hurricane that all but destroyed our entire inventory. However, because of local customers like the county, UTMB/SODEXO, the City of Galveston and Galveston College, to name a few, we were able to quickly rebuild. We currently employ 10 people who all live and pay taxes in Galveston County.

Kleen Supply was recently approved as a State of Texas BuyBoard Co-op vendor. This is a statewide co-op currently being utilized by Galveston County in other purchasing areas. 91% of counties in Texas (232 of 254) are currently using the BuyBoard Co-op in some form of purchasing.

While the BuyBoard co-op approves the pricing for our products statewide, we have the option to offer additional discounted pricing to entities within our servicing area. That is because there are no shipping or freight charges incurred.

Hence, current contract pricing in effect now will remain in place for at least 6 months. As always, a letter from the manufacturer announcing any price increase will need to be submitted to the BuyBoard, and to the county before prices can change. You will always be notified of price changes 30 days in advance. In addition, **customers will receive a 1% rebate** quarterly from the BuyBoard on all purchases.

The agreement with Kleen/BuyBoard is not a contract for life. In fact, there is no contract. If, for some reason, you feel that our agreement is not the best move for you, filling your supply needs can always be bid out.

Again, thank you for being a local business partner with Kleen throughout our 40 years in business. We look forward to working with you and meeting your needs for the many years to come. Please feel free to call me should you have any questions or need additional information.

Sincerely,

Carlos Peña,
President

AGENDA ITEM #38b

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Request to Utilize H-GAC – Debris Management Services & Debris Monitoring Services

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bid requirement(s) set forth in Texas Local Government Code section 262 023, Competitive Requirements for certain purchases, and that authorization be granted to the Purchasing Agent to utilize the Houston-Galveston Area Council (HGAC) cooperative purchasing program (HGACBuy) to procure the following

- **Debris Management Services (minimum of three (3) contractors)**
- **Debris Monitoring Services (minimum of three (3) contractors)**

All contracts available to members of HGACBuy have been awarded by a public competitive procurement process compliant with state statutes, made available for use by participating local governments, and meet the requirements of FEMA for reimbursement

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston County

McCullough, Darla

From Simsen, John
Sent: Wednesday, January 11, 2012 10 52 AM
To: Crowder, Rufus, McCullough, Darla
Cc: Mclaren, Gwen, Foskit, Garret, Nicholson, Connie, Crowder Lee, Bazaman, Harvey
Subject Request for permission to use H-GAC

Hi Rufus,

Per our discussion of the expiring debris management/debris monitoring contracts Tuesday, Jan 10, 2012, the Debris Contract Committee would like to move forward with use of the H-GAC-cleared contractors

This is based on Commissioners Court approval to proceed in this fashion following our workshop on Dec 6, 2010 This process will save the county time and money related to the RFP process

Accordingly, please request permission from Commissioners Court to grant an exemption from the procurement rules so that Purchasing can use the H-GAC process to obtain new agreements with a minimum of three (3) debris management contractors and three (3) debris monitoring contractors

Assuming we receive CC approval, Purchasing will complete the necessary forms at H-GAC to obtain pricing information, and the Debris Contract Committee will review with an eye toward selection of a prime and two alternates for management and monitoring Connie and I will update the existing debris contracts with our vendors and prepare new drafts for County Legal review

Let me know if you need anything else!

Thanks,

John Simsen

On behalf of the Debris Contract Committee

Connie Nicholson
Garret Foskit
Lee Crowder
John Simsen
Gwen Mclaren

John Simsen/EMC
Galveston County Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539-4407
281 309 5003 Office
409 682 3131 Mobile

AGENDA ITEM #39a

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Authorization to issue Request for Qualification for Coastal Grant Programs & Project Management

Gentlemen,

It is requested that the Commissioners' Court authorize the Purchasing Agent to issue an RFQ to procure Costal Grant Programs and Project Management Services

The following services will be provided through this RFQ

1 Assist with the development of the County of Galveston Erosion Response Plan (ERP) and coordinate approval and consistency determination with the General Land Office (GLO) Assist with the implementation of the ERP with residents of the Bolivar Peninsula

2 Provide representation on behalf of Galveston County for participation in the Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study

3 Assist in the development of applications and project implementation, project management, and coordination of the Coastal Impact Assistance Program (CIAP)

4 Assist with the Coastal Erosion Planning Response Act (CEPRA) Program To include the development of applications, project implementation, project management, and coordination of this program

5 Assist with the development of FEMA Geo-textile tube projects related to Hurricane Ike Assist with project implementation, project management, and coordination of these beach related Federal projects

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

AGENDA ITEM #39b

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 17, 2012

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

Re: Authorization to Advertise for CDBG Round 1 Galveston County Justice Center Generator Project

Gentlemen,

It is requested that the Commissioners' Court authorize the Purchasing Agent to issue a bid to procure the CDBG Round 1 Galveston County Justice Center Generator

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

AGENDA ITEM #40a

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, January 24, 2012
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2012	**12-026-0124-A**	**Engineering Department –** Request to budget revenue and expenditure for Change Order No 1 - R W Lucas Construction LLC - Texas City 6th Street Reconstruction Project

Approved by _____ Date 1/17/2012
Mel Trammell, Director of
Finance and Administration

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Engineering	Amendment No 12-026-0124-A
Date Submitted	January 10, 2012	(Assigned by Budget Office)

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

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to budget revenue and expenditure for Change Order No 1 - R W Lucas Construction LLC for the 6th Street Reconstruction Project in Texas City

This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-000000-4900017	Line Item Proceeds for the Texas City 6th Street Project	29,395	___
TOTAL - Transfer Amount		$29,395	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731173	Line Item 6th Street Project	29,395	___
TOTAL - Transfer Amount		$29,395	

ADDITIONAL COMMENTS
This budget request is for the Change Order No 1 - R W Lucas Construction LLC which was approved in Commissioners Court on October 25, 2011 A check has been received and deposited from the City of Texas for $29,394 20

Texas City 6th Street Reconstruction Project

Beginning Budget as of 10/01/2011	$2,994,251
Budget Amendment - BA 12-012-1025-B	$6,000
Change Order No 1 Budget Amendment - BA 12-026-0124-A	$29,395
Change Order No 2 Budget Amendment - BA 12-023-0110-C	$155,088
2012 Expenditures and Encumbrances to-date	$3,000,251
Remaining Budget after approval	$184,483

Mike Fitzgerald 1-17-12
Departmental Authorization Date

N/A Date
Human Resources Department

Mike Trull 1/17/2012
Budget Office Authorization Date

AUDITOR'S REVIEW

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

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 1-24-12

AGENDA ITEM #41

Galveston County
Legal Department

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

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

January 12, 2011

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

Re Renewal of CareHere Lease with William Leopold

Gentlemen

The attached CareHere lease executed in June of 2007 for the facility located at 1701 Tremont, Galveston, Texas currently expires January 31, 2012 The County has one remaining option to renew for one (1) year

I have placed a phone call to Mr Leopold about Galveston County exercising its remaining one (1) year option on the same terms and conditions and at the same rate We currently pay $2,975 per month As of this date I have not heard back from him

Please approve extending the CareHere lease for one year beginning February 1, 2012 and terminating January 31, 2013 at the current monthly rate Also, please authorize me to notify Mr Leopold of your approval

Should anyone have any questions, please do not hesitate to contact me

Sincerely yours,

Harvey Bazaman
Galveston County Legal Dept

Cc Mr William Leopold
1619 Tremont
Galveston, Texas 77550

Mr Steve Gauen
Hon Cliff Billingsley
Ms Kathy Branch, Human Resources
Ms Dee Guess, Purchasing

CC Approval 6/20/07
ITEM 15

CM07201
2yr 7mos lease
w/3 1yr options

.....

Upon motion of Commissioner Holmes, seconded by County Judge Yarbrough, and carried, It is Ordered by the Court that execution of the following Lease with William Leopold for clinic space for the CareHere operations be and is approved

15

State of Texas

Know All Men by These Presents

County of Galveston

Lease Agreement

Whereas, the County of Galveston, a political subdivision of the State of Texas, desires to lease office space for the provision of medical services to Galveston County Employees and their dependents, to City of Galveston Employees and their dependents and to each respective entity's Medicare eligible retirees and their dependents and other lawful county purposes; and

Whereas, these services will be provided through a contract that the County has with CareHere, L.L.C., a Tennessee limited liability corporation; and

Whereas, William Leopold, the owner of Tremont Plaza located at 1701 Tremont, Galveston, Texas 77550 has sufficient space available and is desirous of leasing same to the County

Now, Therefore Lessor and Lessee Agree as Follows:

I.

Lessor, for and in consideration of and subject to the conditions, limitations, terms and agreements hereinafter contained, has Demised, Leased and Let, and by these presents does Demise, Lease and Let unto Lessee the following described property situated in Galveston, Galveston County, Texas, to-wit:

> Approximately 2,350 square feet of climate controlled medical office space together with six (6) tenant and patient parking spaces located at the Tremont Plaza, 1701 Tremont, Galveston, Texas 77550 and hereafter called the "Demised Premises"

To Have and to Hold the same unto Lessee, its successors and assigns for the term and subject to the conditions and covenants hereinafter set forth

II.

This Lease shall be for a primary term of two (2) years and seven (7) months commencing on the 1st day of July, 2007, and terminating on the 31st day of January, 2010, unless terminated earlier by the County as hereinafter set forth. In addition, Lessee shall have the option and election of extending this Lease on a year to year basis for three (3) additional years subject to an annual increase in rentals sufficient to cover any proportionate increase in taxes and/or insurance incurred by Lessor on the premises herein leased (not to exceed 5% per annum) and subject to the same terms and conditions contained within this Lease, provided notice from the Lessee to Lessor is made in writing not less than sixty (60) days prior to the expiration of the initial term of this Lease and at least sixty (60) days prior to each renewal period.

Lessee may terminate this Lease at any time by giving at least sixty (60) days' notice in writing to the other party, at which time Lessee will vacate the premises and remove its portable improvements and equipment and restore the premises to its original condition, reasonable wear and tear excepted. Said notice shall be computed commencing with the day after the date of mailing

III.

Lessee, in consideration of the demise and of the covenants and agreements made herein by Lessor leases said premises for said primary term, and, subject to right of prior termination as hereinabove set forth, does hereby promise to pay to Lessor as rental for said premises the total sum of Ninety Two Thousand Two Hundred Twenty Five ($92,225) Dollars in lawful money of the United States, payable in monthly installments of Two Thousand Nine Hundred Seventy Five ($2,975) Dollars each, due and payable in advance and without notice to Lessor at 1619 Tremont, Texas 77550, on or before the 1st day of each and every calendar month.

IV.

Lessee agrees not to assign, underlet and/or sublet the Demised Premises or any part thereof for any purpose whatsoever, without prior written consent of Lessor being obtained, which consent will not be unreasonably withheld.

V.

Lessee agrees that the Demised Premises hereinabove described shall be used for medical office space used by CareHere, L.L.C to provide medical services to County and City of Galveston Employees and their dependents and or for any other lawful County purpose.

VI.

Lessor shall maintain, at his expense, in good condition and repair all exterior portions of the Demised premises. Lessor shall also maintain at his expense all air conditioning, heating, electrical, mechanical and plumbing Further, Lessor agrees to maintain all walkways, parking lots, grounds, and other common areas adjacent to the Demised Premises.

VII.

Lessor agrees to pay or cause to be paid all applicable ad-valorem taxes assessed on the Demised Premises prior to date of delinquency. Lessor also covenants and agrees that, throughout the term of this Lease and at Lessor's cost and expense, he will keep the building insured against loss, damage and destruction by fire, wind, flood and other hazards as are covered by and protected against under policies of insurance in an amount not less than 80% of the then full replacement value of said improvements.

In the event of damage or destruction to the Demised Premises, Lessor shall have fifteen (15) days after such damage or destruction occurs to determine whether or not to make repairs or restoration. In the event Lessor elects to repair or restore the Demised Premises, such insurance proceeds shall be used to restore, repair or replace the damaged portions of the Demised Premises as nearly as may be practicable to its original condition (unless alternative repairs or restorations are deemed more appropriate by Lessor, in

which event such alternative repairs or restorations may, subject to approval by Lessee, be made), including temporary repairs and protection of such improvements pending the completion of permanent repairs, restoration and replacement.

If Lessor elects not to repair such damage or destruction, this Lease shall terminate as of the date of such damage or destruction and all obligations imposed upon Lessee by virtue of this Lease shall cease

Lessee may, but is not obligated, to obtain such property damage insurance it may desire on its personal property and equipment located within the Demised Premises Lessee, as a political subdivision of the State of Texas, is self insured against third party liability claims

VIII.

Lessor will provide, at his expense, will water and regular trash service to the Demised Premises. Lessee will provide for janitorial service for the Demised Premises and for disposal of its bio-hazardous and medical waste generated by occupancy of the Demised Premises in accordance with state and federal regulations. Lessor will provide separate electric and gas meters that covers the Demised Premises used by Lessee. Lessee shall pay for electricity, gas and telephone utilized by it on the Demised Premises.

Lessor shall not be liable for temporary interruption of any utility services and shall not be liable for any damages from plumbing, gas, water, steam or sewerage leaks or stoppage unless such interruption or damage is caused by any act, omission or negligence of Lessor, his employees, agents, licensees or contractors.

In the event the Demised Premises should become in need of repairs required to be made by Lessor, Lessee, acting by and through its Director of Facilities shall give written notice to Lessor and Lessor shall make such repairs and/or replacement with reasonable promptness, or, in any event, within ten (10) days of receipt of such notification In the event Lessor shall fail to make such repairs or replacements promptly, or within ten (10) days after written notification as hereinabove provided, Lessee may make same and deduct the cost of said repairs and/or replacements from the next rental period or

periods, whichever is applicable, or at Lessee's option, Lessee may terminate this Lease at which time all obligations imposed upon Lessee by virtue of this Lease shall cease.

IX

Lessee, prior to opening the medical clinic to County and City of Galveston employees, desires to improve the Demised Premises. These improvements consist of such items as painting, wallpapering, replacing a plumbing fixture, installing a "pharmacy window" in an interior wall, installing carpet, lighting and an alarm system and other minor modifications. Lessee will perform these improvements either by using its employees or by contracting to have these improvements constructed. Lessee will advise Lessor of its desired improvements and will obtain Lessor's approval of such improvements (which approval will not be unreasonably withheld) prior to the commencement of construction. Once the Demised Premises are open for use Lessee may also make such other alterations and changes to the interior of the Demised Premises as it deems necessary for its purposes, provided that such alterations do not injure the building structure, are in conformity with the City of Galveston's Building, Plumbing and Electrical Codes and required inspection and permits are obtained, and that such alterations and changes to the Demised Premises shall be made at Lessee's expense and cost. Such consent is not required for normal routine interior maintenance such as future painting, which may periodically be performed by Lessee. Lessee shall in no way alter or otherwise change the exterior appearance or front of the Demised Premises without the prior written consent of the Lessor.

It is agreed that all such portable fixtures, alarm system, and other personal property installed by Lessee may be removed by Lessee at the termination of this Lease or any extension thereof, provided that everything attached to and intended to be a part of the real property must remain if there is any doubt as to the intent in the installment of the fixtures or equipment.

X.

Lessee may erect signs as approved by Lessor both identifying the Demised Premises as CareHere's medical clinic and warning of Lessee's alarm system in front of and at the rear entrance to the Demised Premises.

XI.

A number of the records stored within the Demised Premises are medical and therefore confidential in nature and may not be reviewed by any unauthorized person. Accordingly, if Lessee's Director of Facilities, or CareHere's clerical staff are present, then Lessor or Lessor's representative, agents or servicemen may enter the Demised Premises during any reasonable time for any reasonable business purpose. If such persons are not present, Lessor or Lessor's representative or servicemen may only enter the premises in emergency situations such as fire and notice of such entry shall be provided Lessee as soon as possible. Otherwise, Lessor may not enter the Demised Premises.

XII.

Lessor covenants and warrants that the Lessee, upon paying the rental and other payments herein provided and performing and keeping the covenants of the Lessee to be kept pursuant to the provisions hereof, shall lawfully and quietly hold, occupy, use and enjoy the Demised Premises, and shall have the full, exclusive and unrestricted use and enjoyment of the Demised Premises during the entire term of the Lease, without hindrance or molestation of the Lessor during the term of this Lease, or any person or persons claiming under the Lessor, or his successors or assigns.

XIII.

Lessee agrees on the last day of the term hereof, or on any earlier termination of this Lease, to surrender the Demised Premises unto Lessor in good condition and repair, reasonable wear and tear excepted. Lessee, on or before the end of the term or upon any earlier termination of this Lease, shall remove all its personal property, including but not limited to its burglar alarm system and portable fixtures from the Demised Premises

XIV.

Should there at any time be any default in any of the covenants herein, including the timely payment of rent as provided, and such default shall continue for thirty (30) days after written notice thereof by the Lessor to the Lessee (without being fully remedied within such thirty (30) day period) Lessor shall have the right to declare this Lease forfeited and the leasehold term hereof ended. In the event the Lessor declares this Lease forfeited and the leasehold term ended, the Lessor shall have the right to re-enter the Demised Premises, with process of law, and to direct Lessee to remove all persons or chattels therefrom, as though such date of termination was originally set forth for the expiration hereof, and except for the payment of all rentals which may accrue through the date of such termination or removal of Lessee, whichever is later, and the performance of each, every and all of the other obligations of the Lessee which may accrue to such date, Lessee's obligations hereunder and this Lease shall cease and terminate and Lessee shall be under no further obligation to the Lessor hereunder, provided the Lessee surrenders to the Lessor the complete physical possession of the Demised Premises on or before such date of termination.

XV.

The covenants and agreements contained herein shall be binding upon and inure to the heirs, devisees, successors, assigns and legal representatives of the parties hereto in all aspects and in the manner as the parties hereto are bound by this agreement.

XVI

Any notice to be given under the terms of this Lease shall be delivered as follows.

Lessor:

William Leopold
1619 Tremont
Galveston, Texas 77550

Lessee

County of Galveston, Texas
Director of Facilities
County Courthouse
722 Moody
Galveston, Texas 77550

with a copy sent to

County of Galveston County
Director of Special Projects
County Courthouse
722 Moody
Galveston, Texas 77550

The above addresses may change upon notice being given by the person changing the address to the other person

XVII.

This Lease embodies the entire contract between the parties hereto relative to the subject matter hereof No variation, modification or change herein or hereof shall be binding upon any party hereto unless embodied in a written document executed by such parties. A waiver by any party hereto of any breach or default of any provision contained herein shall not be deemed to be a waiver of any such provision or of any subsequent breach or default thereof

The Rest of This Page has Intentionally Been Left Blank.

Executed in multiple copies, this 20 day of June, 2007.

William Leopold

By: W. C. Leopold
Lessor

County of Galveston

By: James D. Yarbrough
James D. Yarbrough
County Judge
Lessee

Attest:

Mary Ann Daigle
County Clerk

depts\facilities\CareHere Lease

AGENDA ITEM #42a

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

January 24, 2012

Pete Casals
Disaster Recovery Program
301 Congress Avenue
Suite 600
Austin, Texas 787101

Dear Mr Casals

Galveston County is requesting a Performance Statement amendment as well as a time extension to its DRS Contract # **DRS010052.** There are several reasons for this request

1 The change reflects a deletion of the High Island Fire Department building project and replaces this with an Emergency Shelter/community center project. This project is critical to provide needed shelter-in-place protection for residents of High Island. This change facilitates a reduction in the line item 10--Fire Protection and Equipment budget and an increase in line item 6--Community Centers/Emergency Shelters. The budget increase will be in the amount of $1,760,000

2 The bids for the Santa Fe High School generator project came in higher than the initial grant amount These bids were all very close and indicative of market prices currently, thus needing a budget increase in line item 6--Community Centers/Emergency Shelters. The budget increase will be in the amount of $334,565 00

3 The bids for the Crystal Beach and High Island School generator projects came in higher than the initial grant amount These bids were all very close and indicative of market prices currently, thus needing a budget increase in line item 6--Community Centers/Emergency Shelters. The budget increase will be in the amount of $39,438.00. *(Also note that High Island School generator had been listed as a line item 14— Specially Authorized Public Facilities and Improvements, the County feels this was in error and moved this from line item 14 to line item 6)*

These changes mandated a Performance Statement Amendment and budget modification adding the project to the Emergency Shelter/Community Center line item and reducing the Fire Protection and Equipment line item Another needed change is a small budget

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

modification moving funds from the sewer line item to the water line item in an ongoing project

A copy of our budget amendment/ change order form is attached

Thank you in advance for your support

Sincerely,

Mark Henry
County Judge

Enclosure

AMENDMENT N0.6

EXHIBIT A

CONTRACT NO. DRS010052

PERFORMANCE STATEMENT

County of Galveston

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Ike on September 13, 2008, the county's water plant, lift stations, and schools failed to function. The failure to function was due to loss of normal electrical power service for several days. The failure of these facilities to function threatened the public health, safety, and welfare of all served by these facilities due to the lack of potable water, the build-up of untreated sewage, and impeded emergency services. The county is in need of adequately-sized generators that will act as a backup power supply to operate these facilities

Also as a result of Hurricane Ike, the county sustained flooding in many areas that resulted in drainage infrastructure failure. The existing storm sewer infrastructure failed to function because the current system was unable to convey the volume of water generated during Hurricane Ike. The failure of the drainage system to function threatened the public health, safety, and welfare of all served by this facility due to flooding. The county is in need of a drainage study to identify deficiencies in the existing drainage facilities and analyze potential infrastructure improvements.

Also as a result of Hurricane Ike, the water and wastewater facilities in many areas failed to function. The failure to function was due to contamination by saltwater, immobilization by storm surge, and loss of normal electrical power service for several days. The failure of these facilities to function threatened the public health, safety, and welfare of all served by these facilities due to the lack of potable water and the build-up of untreated sewage. The county is in need of a water and wastewater study to identify deficiencies in the existing water and wastewater facilities and analyze potential infrastructure improvements. The study will identify strengths and weaknesses of the existing facilities and assist the communities in developing a master plan to address the deficiencies

Also as a result of Hurricane Ike, the county suffered economic hardship, loss of jobs and business closures. The county is in need of an economic development "Downtown Redevelopment" study. The study will create a strategic action plan that shall emphasize integration between the waterfront district and the downtown area to improve access to the areas, and to develop crucial markets.

Also as a result of Hurricane Ike, the county's fire stations, emergency medical services, and justice center failed to function. The failure to function was due to loss of normal electrical power service for several days, severe damage from wind driven rain and storm surge, and lack of available fire fighters and emergency

medical technicians. The failure of these facilities to function threatened the public health, safety, and welfare of all served by these facilities due to compromised emergency services and lack of adequate shelter. The county is in need of adequately-sized generators that will serve as a backup power supply to operate these facilities, building hardening, and new fire and emergency medical services to ensure there is adequate fire protection and emergency medical services after future storm events. The County is also in need of an emergency shelter on the highest point of Bolivar Peninsula, High Island.

Water Facilities-1a

Galveston County Water Control and Improvement District (GCWCID) No. 19

Grantee shall purchase and install one (1) sixty to eighty kilowatt (60-80 kW) permanently-affixed, natural gas-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Construction shall take place at the GCWCID No. 19 Water Plant located at 4618 Crane in Hitchcock, Texas. The installation of the backup generator will ensure the continuous operation of the water plant and water service.

These activities shall benefit four hundred ninety-six (496) persons, of which two hundred eighty-six (286), or fifty-seven percent (57%), are of low to moderate income.

Sewer Facilities-1b

Bacliff MUD

Grantee shall purchase and install, at each of three (3) locations, one (1) twenty to forty kilowatt (20-40 kW) permanently-affixed, natural gas-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct pads for generator mounting and perform site work associated with construction. Construction shall take place at the following lift station locations in Bacliff, Texas:

Name:	**Location:**
Lift Station 1	4330 15th Street
Lift Station 2	201 $^1/_2$ Jackson
Lift Station 3	4750 West Bayshore

Installation of the backup generators will ensure the continuous operation of the lift stations and uninterrupted sewage treatment.

These activities shall benefit five thousand nine hundred ninety-nine (5,999) persons, of which three thousand six hundred twenty-one (3,621), or sixty percent (60%), are of low to moderate income

Bayview MUD

Grantee shall purchase and install, at each of three (3) locations, one (1) twenty to forty kilowatt (20-40 kW) permanently-affixed, natural gas-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct pads for generator mounting and perform site work associated with construction. Construction shall take place at the following lift station locations in Bayview, Texas:

Name:	Location:
Lift Station 1	915 Miles Road
Lift Station 2	521 Jasper
Lift Station 3	3221 Demrod

Installation of the backup generators will ensure the continuous operation of the lift stations and uninterrupted sewage treatment.

These activities shall benefit one thousand four hundred fifty-eight (1,458) persons, of which seven hundred twenty-nine (729), or fifty percent (50%), are of low to moderate income.

San Leon MUD

Grantee shall purchase and install, at each of six (6) locations, a permanently-affixed, natural gas-fueled generator with automatic transfer switches and associated appurtenances. Grantee shall construct pads for generator mounting and perform site work associated with construction. Construction shall take place at the following lift station locations in San Leon, Texas:

Name:	Location:	Activity:
Lift Station A	345 3rd Street	Install one (1) twenty to 40 kilowatt (20-40 kW) permanently-affixed generator
Lift Station B	300 17th Street	Install one (1) twenty to 40 kilowatt (20-40 kW) permanently-affixed generator
Lift Station C	950 9th Street	Install one (1) twenty to 40 kilowatt (20-40 kW) permanently-affixed generator
Lift Station D	845 16th Street	Install one (1) one hundred to one hundred and seventy-five kilowatt (100-175 kW) permanently-affixed generator
Lift Station E	400 24th Street	Install one (1) twenty to forty kilowatt (20-40 kW) permanently-affixed generator
Lift Station F	1050 24th Street	Install one (1) one hundred and seventy to one hundred and ninety kilowatt (170-190 kW) permanently-affixed generator

Installation of the backup generators will ensure the continuous operation of the lift stations and uninterrupted sewage treatment.

These activities shall benefit four thousand eighty-six (4,086) persons, of which two thousand one hundred fifty-two (2,152), or fifty-two percent (52%), are of low to moderate income.

Galveston County Water Control and Improvement District (GCWCID) No. 19

Grantee shall purchase and install, at each of two (2) locations, a permanently-affixed, natural gas-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct pads for generator mounting and perform site work associated with construction. Construction shall take place at the lift stations at the following locations:

Name:	Location:	Activity:
GCWCID No. 19 Lift Station	4905 Crane	Install one (1) forty to sixty kilowatt (40-60 kW) permanently-affixed generator

GCWCID No. 19 Grinder Unit	4418 Thompson	Install one (1) twenty to forty kilowatt (20-40 kW) permanently-affixed generator

Installation of the backup generators will ensure the continuous operation of the lift station and grinder unit and uninterrupted sewage treatment.

These activities shall benefit four hundred ninety-six (496) persons, of which two hundred eighty-six (286), or fifty-seven percent (57%), are of low to moderate income.

Neighborhood Facilities/Community Centers-6

High Island Emergency Shelter

Grantee shall construct a 6,500 square feet, fully functioning ADA compliant emergency shelter/community center. The new facility will include all necessary interior fixtures including but not limited to: windows, lights, flooring, ceiling, and plumbing fixtures, an ADA compliant kitchen, restrooms and showering facilities; HVAC, fire protection, communication, and security systems. Grantee shall construct exterior improvements including grading, paving, utilities, and surface hardening. Grantee shall purchase and install one (1) one hundred to one hundred and fifty kilowatt (100-150 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Construction shall take place at 2116 6th St., High Island, TX 77623. Construction of this new facility will ensure adequate shelter services for the residents of High Island. There is an estimated 12 month design and construction schedule for this project.

These activities shall benefit eight hundred thirty-five (835) persons, of which four hundred ninety (490), or fifty-eight percent (58%), are of low to moderate income.

Santa Fe High School

Grantee shall purchase and install one (1) one thousand, seven hundred and fifty to two thousand two hundred and fifty kilowatt (1,750-2,250 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances, pad for generator mounting, and perform site work associated with construction. Construction shall take place at 16000 State Highway 6 in Santa Fe, Texas. The installation of the backup generator will ensure continuous power at the school which also serves as a shelter.

These activities shall benefit nine thousand three hundred forty-three (9,343) persons, of which three thousand four hundred thirty-one (3,431), or thirty-six percent (36%), are of low to moderate income.

Crenshaw Elementary and Middle School

Grantee shall purchase and install one (1) permanently-affixed quick-connect manual transfer switch, including related electrical controls and components. Construction shall take place at Crenshaw Elementary and Middle School located at 416 State Highway 87 in Port Bolivar, Texas. The county shall ensure the availability of portable generators, as needed, for use in conjunction with the manual switch. The installation of manual transfer switch will allow for quick connection of a portable generator provided by the county, ensuring continuous operation of the school to operate as a last resort shelter.

These activities shall benefit three thousand eighteen (3,018) persons, of which one thousand four hundred thirty-nine (1,439), or forty-seven percent (47%), are of low to moderate income.

High Island Middle School

Grantee shall purchase and install one (1) permanently-affixed quick-connect manual transfer switch, including related electrical controls and components. Construction shall take place at High Island Middle School located at 2100 6th Street in High Island, Texas. The county shall ensure the availability of a portable generator, as needed, for use in conjunction with the manual switch. The installation of manual transfer switch will allow for quick connection of a portable generator provided by the county, ensuring continuous operation of the school to operate as a last resort shelter.

These activities shall benefit eight hundred thirty-five (835) persons, of which four hundred ninety (490), or fifty-eight percent (58%), are of low to moderate income.

Fire Protection Facilities and Equipment-10

San Leon Volunteer Fire Department (VFD)

Grantee shall make all needed improvements and renovations to the existing incomplete fire station building to establish it as a fully functional fire station. Grantee shall complete interior finish out to ADA compliant standards, including walls, ceiling, doors, and floors, purchase and install firefighting equipment, restroom fixtures, and all kitchen and building appliances. Grantee shall finish electrical systems including lighting, fire detection, and security, and all mechanical systems including heating, ventilating, and air conditioning (HVAC), fire suppression, and plumbing. Grantee shall install a brick masonry exterior, construct a paved driveway and apron, provide utility connections, and perform all site work associated with construction. Construction shall take place at the fire station located at 337 12th Street, San Leon, Texas. The proposed improvements will ensure the fire station has adequate firefighting capabilities.

Grantee shall purchase and install one (1) one hundrend and fifty to two hundred kilowatt (150 kW-200 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Installation of the backup generator will ensure continuous operation of the fire station.

These activities shall benefit five thousand five hundred two (5,502) persons, of which two thousand eight hundred fifty-eight (2,858), or fifty-one percent (51%), are of low to moderate income

Bolivar Peninsula VFD Stations

Crystal Beach Fire and EMS Facility

Grantee shall construct a new, fully functioning ADA compliant fire station and emergency medical services (EMS) facility. The new facility will include approximately six (6) truck bays; meeting, office, storage, and sleeping spaces; new doors, windows, lights, flooring, ceiling, and plumbing fixtures; HVAC, fire protection, communication, and security systems. Grantee shall construct exterior improvements including grading, paving, utilities, surfacing and brick masonry hardening. Grantee shall purchase and install one (1) two hundred to two hundred and seventy-five kilowatt (200-275 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Construction shall take

place at Crystal Beach Fire and EMS located at 946 Noble Carl Drive, Crystal Beach, Texas. Construction of this new facility will ensure adequate fire protection for the city.

These activities shall benefit three thousand eight hundred fifty-three (3,853) persons, of which one thousand nine hundred twenty-nine (1,929), or fifty percent (50%), are of low to moderate income.

Port Bolivar Fire and EMS Facility

Grantee shall construct a new, fully functioning ADA compliant fire station and emergency medical services (EMS) facility. The new station will include truck bays; meeting, office, storage, and sleeping spaces; new doors, windows, lights, flooring, ceiling, and plumbing fixtures; HVAC, fire protection, communication, and security systems. Grantee shall construct exterior improvements including grading, paving, utilities, surfacing and brick masonry hardening. Grantee shall purchase and install one (1) one hundred to one hundred and seventy-five kilowatt (100-175 kW) permanently-affixed, diesel-fueled generator with automatic transfer switches and associated appurtenances. Grantee shall construct concrete pad for generator mounting and perform site work associated with construction. Construction shall take place at the Port Bolivar Peninsula Fire Station located at 724 Broadway in Port Bolivar, Texas. Construction of the fire station will ensure adequate fire protection.

These activities shall benefit three thousand eight hundred fifty-three (3,853) persons, of which one thousand nine hundred twenty-nine (1,929), or fifty percent (50%), are of low to moderate income.

Specially Authorized Public Facilities and Improvements-14

Galveston County Jail and Law Enforcement Building

Grantee shall purchase and install one (1) automatic transfer switch, including related electrical controls and components, at the Central Plant at the Law Enforcement Building. The county shall ensure the availability of a two thousand kilowatt (2,000 kW) permanent generator, for use in conjunction with the transfer switch. The installation of automatic transfer switch will allow removing the jail and law enforcement minimum life safety circuits from the existing generator so it can provide continuous power to chill water for the Law Enforcement Building to keep it sufficiently cool.

Grantee shall purchase and install, at each of two (2) locations, one (1) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances, pad for generator mounting, and perform site work associated with construction. Construction shall take place at the following locations:

Location	Activity
County Jail Building	Install one (1) seven hundred to one thousand kilowatt (700-1000 kW) generator, and one (1) six thousand gallon (6,000 gal.) diesel storage tank.
Law Enforcement Building	Install one (1) three hundred to seven hundred and fifty kilowatt (300-750 kW) generator, and one (1) three thousand gallon (3,000 gal.) diesel storage tank.

Construction shall take place at the County Jail and Justice Center buildings located at 5700 Avenue H in Galveston, Texas. These improvements will ensure continuous power and cooling at the Justice Center, and allow it to provide adequate shelter for its staff and inmates.

These activities shall benefit nine hundred thirty-five (935) persons, of which nine hundred thirty-five (935), or one hundred percent (100%), are of low to moderate income.

Engineering-30

Grantee shall ensure the amount of Land Office funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning Study-31

Galveston County Drainage Study

Grantee shall perform a drainage study encompassing the unincorporated areas of Galveston County and the communities of Kemah, Clear Lake Shores, Bayou Vista, Tiki Island, Jamaica Beach, Friendswood, League City, Dickinson, Texas City, La Marque, Hitchcock, Santa Fe, Port Bolivar, Crystal Beach, Caplen, and Gilchrist in Galveston County, Texas. The study will focus on the areas of structural flooding and identify the capacity of existing drainage systems. The study will include recommendations on phasing of improvements and cost estimates. The study will address the failure of the existing drainage slough that parallels SH 87, between the gulf water and highway.

These activities shall benefit two hundred forty-five thousand nine hundred ninety-two (245,992) persons, of which one hundred three thousand seven hundred thirty-three (103,733), or forty-two percent (42%), are of low to moderate income.

Santa Fe Water and Wastewater Study

Grantee shall perform a regional water and wastewater study to identify the state of existing facilities and generate a master plan to address the deficiencies. The study includes identifying facility type, preparing a needs analysis, analyze routing, recharging aquifers, determine locations for surface water supply and determine funding strategies. Study area includes but is not limited to the communities of Tiki Island, Bayou Vista, Freddiesville, Hitchcock, and Santa Fe in Galveston County, Texas.

These activities shall benefit thirty-four thousand two hundred thirty-two (34,232) persons, of which thirteen thousand two hundred ninety-seven (13,297), or thirty-eight percent (38%), are of low to moderate income.

City of Galveston Downtown Redevelopment Plan

Grantee shall create a strategic action plan that shall emphasize integration between the waterfront district and the downtown area to improve access to the areas, and develop the following markets; permanent residences, retail offices and businesses, entertainment, tourism, employment. The county will pursue this study in conjunction with the City of Galveston.

These activities shall benefit fifty-four thousand eight hundred seven (54,807) persons, of which thirty-two thousand six hundred forty-four (32,644), or fifty-nine percent (59%), are of low to moderate income.

Planning / Project Delivery-33

Grantee shall ensure the amount of Land Office funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.

AMENDMENT N0.2

EXHIBIT B

CONTRACT NO. DRS010052

BUDGET

County of Galveston

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
1a.	Water Facilities	$ 65,336.85	$ -0-	$ 65,336 85
1b	Sewer Facilities	$ 796,597 84	$ -0-	$ 796,597 84
2	Solid Waste Disposal Facilities	$	$	$
3	Other Public Utilities (Gas)	$	$	$
4	Street Improvements	$	$	$
5	Flood and Drainage Facilities	$	$	$
5a	Flood and Drainage – Debris Removal	$	$	$
6	Neighborhood Facilities/ Community Centers	$ 3,298,803	$ -0-	$ 3,552,703
7	Senior Centers	$	$	$
8	Centers for the Handicapped/ Sheltered Workshops	$	$	$
9	Parks, Playgrounds, and Other Recreational Facilities	$	$	$
10	Fire Protection Facilities and Equipment	$ 6,948,456 50	$ 683,856 97	$ 7,632,313 47
11	Parking Facilities	$	$	$
12	Pedestrian Malls and Walkways	$	$	$
13	Specially Authorized Assistance to Privately Owned Utilities	$	$	$
14	Specially Authorized Public Facilities and Improvements	$ 850,600	$	$ 850,600
15	Public Services (LIMITED TO 15% OF REQUEST)	$	$	$
16	Interim Assistance	$	$	$

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
17	Rehabilitation of Private Properties (Housing)	$	$	$
17a	Rehabilitation of Private Properties (Water Service)	$	$	$
17b	Rehabilitation of Private Properties (Sewer Service)	$	$	$
17c	Rehabilitation – Housing Reconstruction	$	$	$
17d	Rehabilitation – Emergency Repairs	$	$	$
18	Rehabilitation of Public Residential Structures	$	$	$
19	Public Housing Modernization	$	$	$
19a	Homeownership Assistance	$	$	$
19b	Affordable New Housing	$	$	$
20	Clearance Demolition Activities	$	$	$
21	Historic Preservation	$	$	$
22	Removal of Architectural Barriers	$	$	$
23	Code Enforcement	$	$	$
24	Acquisition	$	$	$
25	Relocation Payments & Assistance	$	$	$
26	Economic Development Loan	$	$	$
27	Economic Devel. Interest Subsidy	$	$	$
28	Economic Devel Loan Guarantee	$	$	$
29	Special Activities by Local Devel Corporations, Etc	$	$	$
30	Engineering/Architectural Serv (Total for all construction accounts)	$ 1,660,211	$ 9,210[1]	$ 1,669,421
31	Planning Study (NOT TO EXCEED 16%)	$ 2,330,000	$ 70,000[2,3]	$ 2,400,000
31a	COG Planning	$	$	$

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
32	General Administration	$	$	$
32a.	COG Administration	$	$	$
33	Planning / Project Delivery	$ 1,158,570	$ -0-	$ 1,158,570
	TOTALS	$ 17,108,575 19	$ 763,066 97	$ 117,871,642 16

[1]County of Galveston General Fund
[2]City of Galveston
[3]Historic Downtown Strand Seaport Partnership

Form 9-2 Contract Budget Change Form

☐ Amendment No. 2 ☐ Modification No. _____

Grantee: Galveston County DR Contract No. DRS010052

Activity	Original Budget	Current Budget	Present (+/-) $ Change	Revised Budget
1b Sewer Facilities	$799,951.69	$799,951 69	-$3,353 85	$796,597 84
1a Water Facilities	$61,983	$61,983	+$3,353 85	$65,336 85
6 Community Centers/Emergency Shelters	$1,164,800	$1,164,800	+$2,134,003	$3,298,803
10 Fire Protection and Equipment	$7,572,140	$7,572,140	-$623,683 50	$6,948,456.50
14 Specially Authorized Public Facilities and Improvements	$876,700	$876,700	-$26,100	$850,600
Total	$10,475,574 69	$10,475,574.69	$1,484,219.50	$11,959,794.19

The above-mentioned grantee certifies that this request, as identified in the Budget (Exhibit B), meets all of the following conditions:

- The cumulative dollar amount of all non-amended transfers among direct budget categories *is less than or equal to ten percent (10%)*
- The transfer will not change the scope or objective of the project(s) funded through the Disaster Recovery contract.

The transfer of funds is needed for the following reasons:

REASON The High Island Emergency Shelter Project was never included in the performance statement due to another project being in its place, that project has been deleted. Funds for the shelter have been taken from the previous fire station budget and from unallocated funds. The county has also moved money from the sewer line item to the water line item due to the budgets coming over in one line item and lower in the other on the Galveston County WCID Water and Wastewater generator project. The Santa Fe High School generator and Crenshaw and High Island School switches budgets came in higher than the original grant but very close and as such reflect market conditions

Date 1/24/12 Signed _____

Chief Elected Official

AGENDA ITEM #42b

HALFF

January 17, 2012
1008-09-6575

Mr. John Simsen
Galveston County
Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539-4407

RE: Engineering Services Fee Proposal – Sanitary Sewer System Rate Study

Dear Mr Simsen,

Halff Associates is pleased to provide this fee proposal and scope of services for the preparation of a Sanitary Sewer Rate Study for a proposed wastewater collection and treatment system located on Bolivar Peninsula

The total project duration is anticipated to take approximately four months. The proposed scope of services will be performed for a lump sum fee of $75,500, which includes professional services and direct costs

Please find attached to this letter Exhibit A, which includes the detailed scope of services, and Exhibit B, which are Halff Associates' standard terms and conditions. If these documents meet with your approval, please execute both copies of the contract and return one copy to us. Our receipt of the executed document will serve as Notice to Proceed unless we are otherwise instructed. The scope and proposed fee presented herein are valid for thirty (30) days from the date of this letter.

Sincerely,

HALFF ASSOCIATES, INC.

Jayson Melcher, P.E.
Project Manager

HALFF ASSOCIATES INC

12225 GREENVILLE AVE STE 200 TEL (214) 572 2272 WWW HALFF COM
DALLAS TX 75243 FAX (214) 572-2273

Exhibit A
Scope of Services
Bolivar Peninsula Sanitary Sewer System Rate Study

This scope of services is for the preparation of a Sanitary Sewer Rate Study for a proposed wastewater collection and treatment system located on Bolivar Peninsula The study will include estimates for a sanitary sewer user rate assessed by the local utility to recoup the operation and maintenance costs of the system The analysis will consider a maximum service area, which includes both the Crystal Beach and High Island sewersheds, with two sub-area scenarios The sub-areas will cover a smaller area, inclusive within the maximum service area, with fewer connections These scenarios will be used to estimate the economies of scale for the proposed sanitary sewer system and the effect the number of connections served has on the calculated sewer rate The planning period for the study is proposed to be five years The system will be planned to serve the existing population within each service area, and capacity for re-development of pre-Hurricane Ike population will be included However future growth in excess of the pre-Hurricane Ike population is excluded from the analysis for the purposes of this study

Project Scope

Task 1 – Establish Basis of Analysis

The infrastructure needs and revenue analysis must be based on projections of the population, number of connected services, wastewater flowrates, and any other parameters relevant to the proposed capital improvements Halff will perform the following tasks to develop baseline assumptions for the project

- Collect and review available data relating to population, water demands, wastewater flowrates, and land uses The following information will be requested
  - Updated sewer maps showing any wastewater collection system infrastructure already installed
  - List of all existing and proposed metered and unmetered water service connections by size
  - Current Land Use and/or Zoning Map
  - Monthly water usage rates for the last three years
- Establish the project service area boundaries, which would encompass the maximum number of connections expected to be feasible for service Identify the number of existing connections possible within the service area
  - Project the future population and number of service connections, including Low to Moderate Income (LMI) connections, within the service area
  - Project the existing and future wastewater flowrates expected within the service area
- Establish up to two optional service areas within the maximum service area, each covering a totally inclusive smaller area with fewer connections than the previous area These scenarios will be used to estimate the economies of scale for the proposed sanitary sewer system and the effect the number of connections served has on the calculated sewer rate

The planning period for the study is proposed to be five years, thus all projections developed will be five-year estimates

Task 2 – Sanitary Sewer Infrastructure Plan

An infrastructure plan identifies the facilities that are needed to serve development within the service area Halff will develop a sanitary sewer infrastructure plan for each service area scenario, which will include gravity collection system pipes, lift stations and force mains, and wastewater treatment plant(s) A concept-level design approach will be used to estimate layouts, locations and infrastructure capacities sufficient for development of the cost estimates in Task 3 The system will be planned to serve the existing population within each service area, capacity for future growth will be excluded from the analysis for the purposes of this study

Task 3 – Estimate System Costs and Resulting Sewer Rates
The plans developed in Task 2 will be used to develop capital cost estimates to construct the infrastructure systems and estimated costs to operate and maintain each system The capital cost estimates will include as a separate line item the typical cost for each customer to connect to the public collection system, including the installation of a service lateral on private property A theoretical connection fee will be calculated based on the total capital cost and the number of connections served

Operation estimates will include costs for personnel, equipment, power, treatment costs and other costs factors The projected operating budget will include a factor for infrastructure depreciation (for future replacement), but will not include funds to expand the system to serve future new development

The sewer rates necessary to operate the system will be calculated on a volumetric basis by dividing the estimated operation budget by the projected annual flowrate of sanitary sewer which will be collected and treated The rate will be calculated individually for each service area scenario

Task 4 – Prepare Rate Study Report
The findings of the study will be summarized in a report The report will include exhibits of the proposed sanitary sewer system and the basis of analysis (connections served, flowrate collected, etc) for each service area scenario A chart will be included that shows the sanitary sewer rate ($ per 1,000 gallons) for each service area scenario analyzed in the study The report will include brief discussion of benefits for septic system removal and a general schedule for construction and permitting of the proposed sanitary sewer collection and treatment system

A draft report will be submitted to staff for review and comment The report will be presented for public review and comment after revisions have been made to address staff comment The final report will be submitted after public comments have been addressed

Task 5 – Project Meetings
The following meetings will be conducted during the course of the project

- Kick-off meeting with County, water utility and sewer utility staff (1 meeting) – Identify key project milestones, tasks and schedules Interview staff and collect the necessary data
- Status Meeting (1 meeting) – Meet with staff to review infrastructure plan and cost estimates and to present draft study report
- Public meeting (2 meetings) – Present revised study report

Additional meetings beyond the four described above are excluded from the proposed fee below Halff can attend and/or facilitate additional meetings on a time and materials basis as required

Schedule
Halff will strive to work in a timely manner The key project milestones are the proposed project meetings The following schedule is anticipated relative to these milestones

- Kick-off meeting – Within two weeks of Notice To Proceed (NTP)
- Status Meeting – Within ten weeks of Kick-off Meeting
- Public meetings – Within four weeks of the project status meeting

The total project duration is anticipated to be approximately five months

Proposed Fee
The proposed scope of services will be performed for a lump sum fee of **$75,500**, which includes professional services and direct costs (printing, plotting and reproduction, postage, messenger service, long distance telephone calls and travel) Halff's services will be invoiced monthly based on a percent of completion of the total of lump sum fees

Services Not Included in this Scope of Services

Additional services not included in this scope include

- Capital improvement plans and rate analyses for infrastructure systems other than sanitary sewer
- Design services or preparation of construction documents
- Survey services
- Permitting services

End

EXHIBIT B

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

GALVESTON COUNTY, TEXAS (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)

I SCOPE - Halff Associates, Inc (hereinafter "Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services The Scope of Services and these General Terms and Conditions, when executed by **Galveston County, Texas** (hereinafter "Client"), shall constitute a binding Agreement on both parties

II COMPENSATION - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment Such interest is due and payable when the overdue payment is made

It is understood and agreed by the parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others

Time-related charges will be billed as specified in this Agreement Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent Mileage will be billed at current IRS rates

III RESPONSIBILITY - Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work Engineer agrees to follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations Nothing contained herein shall be argued to have created any warranty or certification and Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee and at Engineer's sole discretion, Engineer may agree to provide certain written statements regarding its services Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations

IV SCOPE OF CLIENT SERVICES - Client agrees to provide site access, and to provide those services described in the attached Scope of Services

V OWNERSHIP OF DOCUMENTS - Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess the drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer With regard to all drawings and instruments, Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities

VI INDEMNIFICATION - Engineer agrees to indemnify and hold Client harmless from any actual damages, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by the negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall only indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen

The parties agree to indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards

Client acknowledges that Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials and shall be indemnified and defended by Client for any and all claims arising out of the presence of hazardous materials or conditions except for those claims as determined by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer

VII INSURANCE - Engineer shall maintain during the life of the Agreement the following minimum insurance

A Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability The limit shall be not less than $1,000,000

B Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000

C Statutory workers' compensation and employers' liability insurance as required by state law

D Professional liability insurance (Errors and Omissions) with a limit of $1,000,000 per claim/annual aggregate

VIII SUBCONTRACTS - Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services

IX ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the parties hereto Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party

X INTEGRATION - These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein The Agreement may not be modified or altered except in writing signed by both parties

XI JURISDICTION AND VENUE - This Agreement shall be administered and interpreted under the laws of the State Texas If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect Exclusive venue shall lie in Galveston County, Texas

XII SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs and there also shall be an equitable adjustment in the work schedule based on the delay caused by the suspension If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days notice to the Client The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client

XIII TERMINATION OF WORK - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of notice of termination, in accordance with the compensation provisions of this contract

XIV TAXES - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes Should regulations, laws, rules or other requirements be promulgated following execution of this Agreement Client agrees to fully reimburse Engineer and its subconsultants for those taxes paid or assessed that were not enforceable as of the date of this Agreement

XV ALTERNATIVE DISPUTE RESOLUTION - Any conflicts or disputes that arise under or through this Agreement or following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose Should such a situation arise the parties agree that such meeting shall still be required but the institution of proceedings shall not be precluded for failure to meet this specific meeting requirement

XVI SEVERABILITY - Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement

XVII TIMELINESS OF PERFORMANCE - Client recognizes that Engineer must perform its professional services with due and reasonable diligence consistent with sound professional practices

XVIII AGREED REMEDIES - **In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and such shall apply to all possible theories of recovery, including, without limitation, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Engineer and the Engineer's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes of the Engineer or the Engineer's officers, directors, employees, agents, and subconsultants, shall not exceed the Engineer's fee for the services performed under this Agreement or $50,000, whichever is greater Increased limits may be negotiated for additional fee**

Further, it is the intent of the parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement

XIX. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so

APPROVED
Engineer HALFF ASSOCIATES, INC
Signature
Name Patrick Lee Acker, PE, RPLS
Title Vice President
Date January 17, 2012

APPROVED
Client Galveston County
Signature
Name Mark Henry
Title County Judge
Date 1/24/12

AGENDA ITEM #42c

COUNTY OF GALVESTON

James Gentile
DIRECTOR OF HOUSING & ECONOMIC DEVELOPMENT

January 18, 2012

Hon Mark Henry, County Judge
Galveston County, Texas
Galveston County Courthouse
722 Moody, Suite 200
Galveston, Texas 77550

Hon. Patrick F. Doyle,
Commissioner, Precinct 1
722 Moody, 1st Floor
Galveston, Texas 77550

Hon Kevin O'Brien,
Commissioner, Precinct 2
P.O. Box B
Santa Fe, Texas 77510

Hon Stephen Holmes,
Commissioner, Precinct 3
2516 Texas Avenue, Room 121
Texas City, Texas 77590

Hon. Ken Clark,
Commissioner, Precinct 4
Galveston County Annex, Suite112
174 Calder Road
League City, Texas 77573

Re Request for Signature Authority in the Slum and Blight Demolition Component of the Galveston County Housing Assistance Program

Dear Members of the Commissioners' Court,

Please accept this correspondence, with its enclosure, as the supporting documentation for the agenda item on the January 24, 2012 Meeting of the Commissioners' Court wherein I have requested to be granted with signature authority to act on behalf of the County in executing and administering the Slum and Blight Demolition component of the Galveston County Housing Assistance Program (GCHAP).

In this regard, the Commissioners' Court has previously granted such signature authority with respect to the reconstruction and rehabilitation components of the GCHAP – however, that authorization did not extend to the demolition component of the GCHAP.

Therefore, in that the Slum and Blight demolition component of the program is now underway, I am asking for similar authority with respect to executing site specific documents for each of the properties wherein demolition is the assistance provided. To this end, a copy of the tri-party agreement that must be executed with each homeowner is enclosed for the Commissioners' Court review This agreement is substantially similar to the tri-party agreement for construction, but has been modified to reflect that the services being provided are demolition services, rather than reconstruction, rehabilitation, or repair

This authority is necessary to ensure the performance of the demolition services in a timely manner

I wish to thank the Commissioners' Court in advance for its consideration on this agenda item.

Sincerely,

James Gentile,
Acting Director,
Galveston County Housing Assistance Program

GALVESTON COUNTY SLUM AND BLIGHT DEMOLITION TRI-PARTY AGREEMENT

Community Development Block Grant (CDBG) Program
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
Award Number: B-08-DI-48-0001

This Galveston County CDBG Slum and Blight Demolition Tri-Party Agreement ("Agreement"), is dated the ____ day of _____, 2012, and is made and entered into by, between, and among the below-identified Homeowner, Galveston County and the below-identified Contractor, each of whom is a Party hereto and who are collectively referred to herein as the Parties In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows

ARTICLE I: DEFINED TERMS

1 0 "AGREEMENT" consists of this Article I Defined Terms, Article II Demolition Services, Article III Homeowner's Obligations, Article IV Contractor's Obligations, Article V Galveston County's Limited Obligations, Article VI Default and Remedies, Article VII Miscellaneous Provisions, and the following exhibits, as well as those policies, procedures, and procurements identified in subsection 1 1 below

a Exhibit A Notice to Proceed - CDBG Disaster Recovery Program Form 11 02
b Exhibit B Builder's Completed Work Write-Up/Cost Estimate – CDBG Disaster Recovery Program, Form 11 17
c Exhibit C Contractor's Bid Proposal Sheet
d Exhibit D Cancellation Notice

1 1 Interpretation of Agreement

Exhibits A – D are cited hereto and incorporated by reference and the Galveston County Housing Guidelines, Galveston County Housing Policy and Procedures, RFP B101007 and RFQ B101008, whichever procurement is applicable, and the Galveston County Housing Assistance Program – Slum and Blight Guidelines form a part of this Agreement In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement and the Exhibits thereto, such conflict or inconsistency shall be resolved to conform with 1) the Galveston County Housing Assistance Program Guidelines, hereinafter "Guidelines" 2) Galveston County Housing Assistance Program Policies and Procedures, hereinafter "Policies and Procedures", 3) the Galveston County Housing Assistance Program – Slum and Blight Guidelines, found at https //gch galvestoncountyhap com/, and 4) RFP B101007 or RFQ B101008 whichever is applicable Such interpretive authority shall be construed by first utilizing the Guidelines, then the applicable Policies and Procedures, and then the RFP/RFQ

2 0 "BOND" means a payment bond and performance bond each in an amount equal to the Construction Contract Amount issued by a solvent company authorized to do business in the State of Texas, or payment bond which is covered in a blanket or umbrella bond obtained by contractor, both of which are compliant with all legal requirements, as security for the faithful payment of all Contractor's obligations under this Agreement

3 0 "COMMENCEMENT DATE" means the date that is represented on the Notice to Proceed is delivered from Galveston County to Contractor

4 0 "COMPLETION DATE" means thirty (30) calendar days (to include all weather related and other incidents) from the date of issuance of the Work Order to the contractor, unless an extension beyond thirty (30) calendar days is authorized in writing by the Director or Acting Director, as applicable, of the Galveston County Housing Assistance Program

5 0 "CONSTRUCTION UPGRADE AMOUNT" means the total amount Contractor is charging Homeowner to construct, repair or install the Improvements/Upgrades not related to the Gap Funding Amount or Note Amount as defined herein (Amount of funds due and owing at the time of signing this Agreement not related to the Note Amount or Gap Funding Amount as defined herein)

6 0 "CONTRACTOR" means the demolition contractor responsible for completing the demolition work under this Agreement

7 0 "DEMOLITION CONTRACT AMOUNT" is defined as the total amount Contractor is charging to reconstruct or repair the home, including any construction upgrades This amount, which does not include Miscellaneous costs related to Insurance, Inspections and Contract Signing, is identified on Exhibit B, Work Write-Up/Cost Estimate as Demolition Costs

8 0 "ENVIRONMENTAL STANDARDS" means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order 11514, (2) notification of violating facilities pursuant to Executive Order 11738, (3) protection of wetlands pursuant to Executive Order 11990, (4) the Clean Air Act of 1970, as amended, 42 U S C 7401 et seq, (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq, (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended, (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93-205)

9 0 "FINAL COMPLETION" means when the demolition work is completed in accordance with the Work Write-Up/Cost Estimate and all of the following have been executed and delivered to Galveston County

a a final inspection report from the demolition contractor by an approved inspector showing that 100% of the services covered by this Agreement have been completed in accordance with this Agreement,

b Lien Waiver Affidavits in the forms set forth at http //www glo texas gov/GLO/disaster-recovery/housing/forms-publications html executed by contractor, and every subcontractor and supplier who has performed work on, or furnished materials for, the services hereunder (liquidated damages do not apply to this form),

c a Final Bills Paid Affidavit in the form set forth at

http //www glo texas gov/GLO/disaster-recovery/housing/forms-publications html (liquidated damages do not apply to this form),

d a complete list of any contractors or subcontractors who have performed work on, or furnished materials for, the demolition services hereunder, submitted on Form 25 16 at http //www glo texas gov/GLO/disaster-recovery/housing/forms-publications html,

e a detailed description of all Debris management/demolition/removal activities This information will include, but is not limited to, the type and volume of Debris removed, the method by with the Debris was transported, and the final disposal location of the Debris All landfill/disposal ('dump") tickets are required as part of supporting documentation

10 0 "GALVESTON COUNTY" means the County of Galveston, Texas acting by and through its' Galveston County Housing Assistance Program, whose address for notice is 722 Moody 6th Floor, Galveston, Tx 77550

11 0 "GAP FUNDING AMOUNT" is defined as the funding received from Homeowner including but not limited to FEMA Grant, SBA Grant, and Insurance payments minus verified expenditures known as Allowable Activities (Amount of funds due and owing at the time of signing this Agreement not related to the Note Amount or Construction Upgrade Amount as defined herein)

12 0 "HOMEOWNER" means the applicant/recipient of CDBG Disaster Recovery funds under this Agreement

13 0 "NON-CONSTRUCTION COSTS" is defined as the Miscellaneous costs related to Insurance, Inspections and Contract Signing These fees are not payable to the Contractor, and are identified on Exhibit B, Work Write-Up/Cost Estimate as "Non-Construction Costs"

14 0 "NOTE AGREEMENT" means that certain Unsecured Forgivable Promissory Note of even date herewith between Homeowner and Galveston County

15 0 "NOTE AMOUNT AND PRINCIPAL AMOUNT" are used interchangeably and mean the amount of the Note from Galveston County to Homeowner in the Note Agreement, which equals the "Total Budgeted Project Costs" as described in Exhibit B, Work Write-Up/Cost Estimate, in accordance with each and every term and condition of this Agreement The price for specific items of work is stated in Exhibit B

16 0 "PROGRAM" means the Galveston County Housing Assistance Program

17 0 "PROJECT HARD COSTS" is defined as the total cost of the project, including both Demolition Costs and Miscellaneous costs related to Insurance, Inspections and Contract Signing and is identified on Exhibit B, Work Write-Up/Cost Estimate as "Estimated Project Hard Costs"

18 0 "PROPERTY" means that certain parcel of real property that is the site of the demolition work to be performed For purposes of this Agreement, Property includes the land upon which the Contractor is performing demolition and removal services and includes any ponds, drainage ditches, sloughs, wetlands, or other areas of land upon which water may be located

19 0 "RFQ" means that certain Request for Qualifications #B101008, with open date of January 21, 2010, and all addendums thereto

20 0 "WORK ORDER" is also referenced as Work Write Up/Cost Estimate as defined in CDBG Disaster Recovery Program Form 11 17 or other approved form and is attached hereto as Exhibit B

ARTICLE II: DEMOLITION SERVICES; FINANCIAL SUMMARY & DISBURSEMENTS

21 0 FINANCIAL SUMMARY

a Project Costs

21 a 1	Estimated Demolition Contract Amount	«ConstructionContractAmnt»
21 a 2	Estimated Non-Construction Costs	«NonConstructionAmnt»
21.a.3	**Total Budgeted Project Costs:**	**«ProjectCostAmnt»**

b. Project Funding:

21 b 1	**Gap Funding due from homeowner**	«DOBGapAmnt»
21 b 2	Upgrade Gap Funding due from homeowner	«UpgradeGapAmnt»
21 b 3	Amount from Galveston County to homeowner	«NoteAmnt»
21.b.4	**Total Funding**	**«TotalFunding»**

22 0 IDENTIFICATION OF PARTIES

a Homeowner is «FirstName» «MI» «LastName», whose address for notice is «HOAddress»

b Contractor is «BuilderName», whose address for notice is «BuilderAddress»

23 0 PAYMENTS TO CONTRACTOR

a Contractor may obtain disbursements from the Demolition Contract Amount for work properly performed by Contractor and by submitting to Galveston County a "Contractor Request for Payment" in the form set out at http //www glo texas gov/GLO/disaster-recovery/housing/forms-publications html, along with all required supporting documentation, including sufficient number of pictures as noted herein

b The schedules for disbursements or draw requests are set forth as follows

Final - 90% of costs with 100% of demolition completed, and

Retainage - 10% final payment after 30 days from final completion

24 0 WITHHOLDING PAYMENT TO CONTRACTOR

Galveston County shall be entitled to withhold payment to Contractor, while any of the following conditions exist

a the demolition violates or interferes with any applicable recorded instrument or governmental regulation affecting the Property,
b Contractor makes a material misrepresentation in the Request for Payment,
c notice of a claim or lien on the Property has been received in connection with the demolition and has not been released

25 0 DISBURSEMENTS

25 1 FINAL PAYMENT REQUEST The final payment request will not exceed 90% of the Demolition Contract Amount and will be made upon final completion of the project and Contractor providing Galveston County with all items required for Final Completion (see the definition of Final Completion for the list of items needed to achieve Final Completion in Article I), plus the submittal of the following

a a Contractor Request for Payment – CDBG Disaster Recovery Program Form 11 04,
b an itemized invoice from Contractor,
c a Final Inspection Form – CDBG Disaster Recovery Program Form 11 03,
d pictures – a minimum of two (2) views each of the parcel of property that is the site of the demolition taken from the front and the back of the parcel (thus, a minimum of four (4)) to show that the work has been completed,
e signed and notarized Lien Waiver Affidavit Contractor (Final) – CDBG Disaster Recovery Program Form 11 24,
f a completed Contract and Subcontract Activity Report – CDBG Disaster Recovery Program Form 07 02, and
g if subcontractors still need to be paid, CDBG Disaster Recovery Program Form 11 23, Lien Waiver Affidavit (Final) by subcontractor

25 2 RETAINAGE The 10% required retainage will be made no earlier than the 31st day following Final Completion To obtain the retainage disbursement, Contractor shall provide Galveston County with the following

a a Contractor Request for Payment – CDBG Disaster Recovery Program Form 11 04,
b a COPY OF Final Inspection – TDHCA Form 11 03 submitted with Final Draw,
c a COPY OF Itemized invoice from Contractor submitted with Final Draw, and
d a COPY OF Lien Waiver Affidavit (Final) by Contractor – CDBG Disaster Recovery Program Form 11 24 submitted with Final Draw

26 TERM This Agreement shall be effective as of the date of the last Party executing hereto and it shall remain in continuous effect thereafter until issuance of the Retainage, unless terminated sooner as provided herein This Agreement may be terminated by the County for any reason or no reason or for convenience upon ten (10) days prior written notice to the Contractor and to the Homeowner

ARTICLE III: HOMEOWNER'S OBLIGATIONS

27 0 HOMEOWNER'S PORTION OF THE DEMOLITION CONTRACT AMOUNT If the Note Amount is less than the Demolition Contract Amount, Homeowner must submit the total of the Homeowner Construction Upgrade Amount plus Gap Funding Amount in the form of a cashier's check made payable to the Contractor Such payment shall be made payable to and delivered to Galveston County at the time of signing this agreement The retainage of such Funds in an amount necessary to satisfy all requirements under Chapter 53 of the Texas Property Code has been withheld in accordance with the provisions thereof

28 0 TAXES Homeowner will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Galveston County may at any time require Homeowner to provide evidence that taxes have been paid current Property taxes may be paid current, be deferred or Homeowner must be current on a payment plan with the Galveston County Tax Collector in order to avoid any delinquency

29 0 DEMOLITION COOPERATION Promptly after the signing event, Homeowner will vacate the

Property in order to allow demolition to commence in a timely manner This provision includes the responsibility for Homeowner to make arrangements for removal of any and all personal property from the home and parcel site Contractor is not allowed to assist Homeowner in the Homeowners' moving or securing of personal property

Homeowner will cooperate generally with the reasonable requests of Contractor and Galveston County as such requests relate to the demolition Homeowner will cooperate with Galveston County in arranging for inspections by representatives of Galveston County of the progress of demolition from time to time and will promptly comply with Galveston County's requirements or satisfy any objections regarding the demolition or the progress thereof

30 0 UTILITIES HOMEOWNER is responsible for disconnecting electricity, telephone, cable and gas as directed by the Contractor Homeowner is to disconnect the water from the home but not from the meter Homeowner is responsible for the water bill during construction/rehabilitation phase Homeowner is responsible for reconnecting all utilities

31 0 DUTY TO INFORM Homeowner is responsible for informing the Contractor of any known onsite hazards such as buried lines, tanks, septic systems, water wells, bees, and propane tanks

32 0 LANDSCAPING Homeowner shall be solely responsible for removing any existing plants that Homeowner wishes to retain

33 0 NO CHANGES IN SCOPE OF WORK No changes will be made in the scope of work except on the written approval of the same by Galveston County No substantial extras shall be allowed to any contractor or any subcontractor or material change made in any contract or subcontract without Galveston County's prior written approval and consent

34 0 PRIOR LIENHOLDER RIGHTS Homeowner acknowledges that any prior lien on the Property (such as a mortgage or deed of trust) may contain provisions prohibiting Homeowner from entering into or performing this Agreement, and that Homeowner may create an event of default under such prior lien unless Homeowner has obtained the prior consent of such lienholder A default on lien obligations can lead to serious legal consequences, including loss of your home Homeowner agrees to be solely responsible for obtaining any and all necessary consent of prior lienholders before entering into this Agreement Galveston County is not responsible for determining if you have a lienholder or obtaining the consent of your lienholder DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

35 0 LIENS Homeowner will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property or any funds due Contractor and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof, provided, however, that Homeowner shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Galveston County such security or indemnity as it may reasonably require

36 0 HOMEOWNER'S REPRESENTATIONS Homeowner represents the following to Galveston County

36 1 Homeowner is the fee simple owner of the Property

36 2 Other than any first-lien lienholder whose prior written consent has been obtained by Homeowner, there are no liens, mortgages, claims, charges or unpaid assessments against the Property

36 3 None of the Improvements to be constructed by Homeowner are now located on the Property, unless they have been authorized to remain on the Property by Galveston County

36 4 Homeowner is the sole owner of any and all personal property remaining on the site and subject to demolition, if any, and there are no liens, encumbrances, claims, security interests, unpaid assessments or other interests in the personal property

36 5 All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to Galveston County in connection with the note are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event

36 6 The financial statements delivered to Galveston County by or on behalf of Homeowner are each true and correct in all respects and there has been no material adverse change in such statements as of this date

36 7 Homeowner is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or Homeowner has disclosed any solvency issues or bankruptcy filings and Galveston County signs this Agreement with full knowledge of the same

36 8 It is hereby acknowledged and agreed that the only obligee that may make any claim under the bond(s) issued to guarantee the successful completion of the work under this Agreement and to insure the property is free and clear of any liens at the date of final completion shall be Galveston County, Texas, and Homeowner further agrees and unconditionally relinquishes any and all right of claim under and against any bond(s) issued by any surety company for Contractor

ARTICLE IV: CONTRACTOR'S OBLIGATIONS

37 0 GENERAL SCOPE OF CONTRACTED SERVICES Upon the issuance of a written Notice to Proceed on the Property from County's Authorized Representative, the Contractor shall demolish the structures and all other improvements identified and required to be removed by the County and shall completely remove all such structures and improvements as well as all other Debris on the Property in accordance with the requirements of the Work Order, RFQ, and Galveston County Slum and Blight Guidelines The Contractor shall use its best efforts to provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any kind and nature necessary to execute, complete, and deliver the services hereunder in a timely and efficient manner The Parties agree that, except as otherwise specified by County's Authorized Representative, only raw land, clear water sites, or items not deemed as slum and blight by the County's Nuisance Abatement Officer will remain on the Property

Contractor will provide fill material composed of beach sand, clean structural fill, or other material specified in the Work Order The amount of fill required will be such fill that is necessary to level the land to the same grade as lands located adjacent to the Property, however, no fill will be placed in any wetlands areas or drainage ditches unless otherwise noted in the Work Order for the Property Contractor shall grade the Property in such a way as to prevent the ponding of water

Contractor will use its best efforts to locate marked or obvious public or private utility lines before commencing work Contractor also agrees to contact the One-Call Board of the State of Texas as required by provisions of the Texas Utility Code, Chapter 251, commonly called the Underground Facility Damage Prevention and Safety Act prior to conducting any excavation of any Debris on such Property Any damages caused to the Property or to any public or private utility lines as a result of Contractor's failure to call the One-Call Board shall be repaired by the Contractor at its sole cost and expense

Contractor shall be responsible for determining and executing the method and manner for lawful transportation and disposal of all Debris, including regulated hazardous waste, industrial waste, and/or asbestos Contractor will be required to ensure that the receiving disposal facility has all necessary permits and licenses to receive and dispose of the Debris delivered to it by the Contractor In the event there is asbestos or other hazardous or industrial waste on the Property that requires special licenses or permits, Contractor will remove, transport, and dispose of such materials in accordance with all applicable rules, regulations, orders, ordinances, or laws For purposes of this provision, if Contractor engages in use of a subcontractor, then Contract will engage such subcontractor at its expense and shall use a subcontractor who is licensed and/or permitted for such activities Contractor shall furnish the County with landfill disposal ("Dump") tickets resulting from such disposal to guaranty proper disposal

Contractor shall use its best efforts not to damage any public or private property (including but not limited to County owned buildings and other structures, and highways, streets, rights of way, drainage easements, and private rights of way) not already damaged or destroyed by Hurricane Ike or subsequent natural events or time except as may otherwise be directed by County's Authorized Representative Should any public property be damaged due to negligence on the part of Contractor to comply with the provisions of this paragraph, the County may either bill Contractor for the damages or withhold funds due to Contractor to pay for same Any private property damaged by Contractor caused by failure to comply with the provisions of this paragraph will be repaired or replaced by Contractor at its sole cost and expense

Contractor is solely responsible for the means, methods, techniques, safety programs, and procedures utilized by it in rendering services and conducting operations hereunder Contractor will employ and maintain full time on the Property a qualified supervisor who shall have full authority to act on behalf of Contractor Contractor will directly supervise and direct all of its employees and its subcontractors operations under this Agreement

Contractor shall, to every extent possible, give priority to utilizing local manpower and resources in performing the services herein Local manpower and resources will include, but not be limited to, procurement of services, goods, supplies, and equipment, plus awarding service subcontracts and employment to the local work force to the extent such local work force is readily available

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended Contractor shall provide its employees with safety equipment, training, and supervision as may be required to adequately protect them from injury or death Contractor shall also maintain its vehicles, its machinery, and all other equipment in a good and safe condition and manner adequate to accomplish and sustain all services required under this Agreement

All Debris to be removed shall be subject to inspection by the County or any Government to ensure compliance with the terms of this Agreement and applicable federal, state, and local laws, rules, regulations, ordinances, or orders Authorized representatives and agents of the

Government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation

Contractor shall not be allowed to salvage Debris

38 0 STANDARDS OF PERFORMANCE Contractor shall perform it services in a professional, efficient, and good and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules regulations, permits, and the Work Order Services, equipment, and workmanship not conforming to the Agreement or not meeting the approval of the County may be rejected and replacements and/or rework, as required, will be performed by Contractor at no additional cost

39 0 COMPLIANCE WITH RFQ Contractor agrees to perform and comply with all terms of the RFQ

40 0 CORRECTIVE ACTION If Contractor is notified that any inspection by Galveston County or its designee has uncovered any noncompliance issues, Contractor shall immediately correct such issues Contractor shall maintain a detailed record of every non-compliance and corrective action taken Such non compliance includes documenting any and all pre-existing damages related or unrelated to Hurricane Ike Homeowner will be required to sign off on the same

41 0 BOOKS AND RECORDS Construction Trust Fund If applicable, Contractor will deposit all funds received by Contractor under this Agreement into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162 006 and 162 007 (the Texas construction trust fund statute) Within three (3) business days of a request by Galveston County, Contractor shall provide Galveston County with (i) a full copy of the account record, and (ii) executed copies of all contracts between Contractor and all of its subcontractors and suppliers

42 0 CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES

43 0 RECORDS RETENTION Contractor will keep and maintain all records associated with this Agreement for a minimum of 5 years from the formal Close of the project or the period of required record retention of the County, whichever is longer Contractor acknowledges and agrees that Contractor's records are subject to audit by federal, state, and local governments, their monitors and their agencies, to ensure full compliance with the terms of this Agreement, the services to be performed by Contractor, and compliance with federal, state, and local laws, rules, regulations, ordinances, or orders Contractor shall maintain and make available its records for inspection by federal, state, and local governments and their agencies upon request

44 0 PROMPT PAYMENT Contractor will promptly pay all subcontractors and suppliers Contractor shall ensure that all of its employees and all of its subcontractor's employees are paid in accordance with applicable provisions of the Texas Labor Code and that all subcontractors are paid in accordance with the terms of their agreement with Contractor

45 0 ALLOCATION OF PROFIT Contractor agrees that any monies it receives pursuant to this Agreement shall be applied to payment of all outstanding invoices from subcontractors and suppliers before Contractor applies such monies to its overhead or profit

46 0 DUE DILIGENCE RESPONSIBILITY All investigation into ownership of the Property is Contractor's responsibility Contractor is solely responsible for verifying that the demolition does not violate or interfere with any applicable recorded instrument or governmental regulation affecting the Property Galveston County has not obtained an abstract of title, title insurance policy, title commitment, or similar item, and Galveston County makes no representations or warranties as to title to, or encumbrances on, the Property

47 0 DEMOLITION TIMING, DELAY DAMAGES Contractor shall commence demolition as soon as possible after the Commencement Date, but in no event later than fourteen (14) days after the Commencement Date Contractor shall prosecute the work with due diligence, and shall achieve Final Completion by the Completion Date Time is of the essence in Contractor completing the demolition In the event that Final Completion is not achieved by the Completion Date, Contractor shall pay Galveston County liquidated damages of one hundred dollars ($100) per day for every day after the Completion Date until Final Completion is achieved Owner, Contractor and Galveston County agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by Galveston County Galveston County shall have the right to offset these liquidated damages against any other sums or disbursements due to Contractor from Galveston County

Upon approval of Galveston County, extension may be granted for excusable delays including but not limited to strikes, acts of God or other reasons beyond the control of the Homeowner or Contractor

48 0 LEAD AND ASBESTOS Contractor is also responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement Contractor shall provide Galveston County with a copy of a signed waste manifest from a proper disposal institution, in connection with Contractor's disposal of any lead or asbestos

49 0 COMPLIANCE WITH FEDERAL LAWS Contractor shall be responsible for complying with the following federal laws, rules, and regulations

a Flood Zone Restriction Contractor is responsible for ensuring that no funds under this Agreement will be used for any activity in an area delineated as a special flood hazard area (defined as zone "A", "V", "M" and "E" series) (44 CFR 64 3) in Federal Emergency Management Agency's (FEMA) most current flood advisory maps (Flood Insurance Rate Map, as amended by Letters of Map Amendment or Letters of Map Revisions) unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR Part 55

b Lead-Based Paint Contractor is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570 608 and 24 CFR Part 35, Subpart B, as applicable

c Noise Abatement Contractor is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B To help ensure noise levels do not become excessive, construction activities are restricted to mostly weekdays and daylight hours

d Archeological Discoveries Contractor is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable In accordance with Section 106 of the National Historic Preservation Act, Contractor shall notify Galveston County as soon as practicable if it appears that site work

may affect previously unidentified archeological resources Contractor is required to immediately stop demolition activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery The Galveston County notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission Site work can resume only after the discovery has been resolved with Galveston County and the Texas Historical Commission

50 0 INSURANCE Contractor will at all times maintain in full force and effect insurance policies, which shall list Galveston County as an additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or ceding A-,VII from A M Best, in compliance with requirements of the RFQ, which such requirements are specifically addressed in Section 1 0 of the RFQ, pages 5-6

a a commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate,

b an automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos,

c workers' compensation policy providing statutory Texas benefits and employer's liability at a limit of $1,000,000 per occurrence,

d if Contractor is involved in the design, drawings, or professional services, a professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs In addition, such coverage shall include the disclosure of personal information If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract

e All liability insurance may be obtained by any combination of underlying and excess/umbrella policies

51 0 WORKSITE PROTECTION Contractor shall be responsible for protection of the demolition site, equipment, and materials, including losses from theft

52 0 UTILITIES Contractor shall be responsible for notifying the Homeowner when to disconnect the utilities

53 0 NO CHANGES IN SCOPE OF WORK No changes will be made in the scope of work except on the written approval of the same by Galveston County No substantial extras shall be allowed to any contractor or any subcontractor or material change made in any contract or subcontract without Galveston County's prior written approval and consent

54 0 INFORMATION Contractor is responsible for providing open channels of communication between Homeowner, GCHAP and Inspectors including informing the Homeowner what to expect during the demolition

55 0 DISBARMENT AND SUSPENSION Contractor certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549 "Disbarment

and Suspension " Contractor agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this Agreement Contractor will notify Galveston County in writing immediately if Contractor is not in compliance with Executive Order 12549 while performing this Agreement, and will refund Galveston County for any payments made to it while ineligible

56 0 EQUAL OPPORTUNITY The Contractor agrees to abide by all federal, state, or local regulations relative to equal opportunity for all persons, without discrimination as to race, color, religion, nation origin, sex, familial status, or disability

ARTICLE V: GALVESTON COUNTY'S LIMITED OBLIGATIONS

57 0 LIMITED OBLIGATION OF GALVESTON COUNTY Galveston County's sole obligation to Homeowner and Contractor, or either of them, is to disburse the Note Amount in accordance with this Agreement and the Note Agreement

58 0 GALVESTON COUNTY IS NOT RESPONSIBLE FOR ANY OF THE FOLLOWING (this list is illustrative, but not exclusive)

a the quality or timing of demolition,
b warranty work,
a resolution of disputes between Homeowner and Contractor,
b enforcement of this Agreement, or any other agreement, between Homeowner and Contractor,
c payment of Homeowner's Funds to Contractor (i e - the excess demolition costs above the Note Amount),
d verification of title, ownership or liens on the Property,
e removal of liens,
f curing title defects, or
g acts or omissions of Contractor, Homeowner, or any subcontractor or supplier

59 0 ACTIONS DO NOT CREATE DUTY Galveston County's note funding activities under the Galveston County Housing Assistance Program do not create a legal duty to Contractor or Homeowner Galveston County's actions or inactions in making inspections of the Property, procuring sworn statements and waivers of liens, screening contractors and homeowners, approving contracts and subcontracts, and approving Plans and Specifications will be taken by Galveston County for its own protection only Except for the express obligations to fund the Note Amount, Galveston County shall not be deemed to have assumed any responsibility to Homeowner, Contractor, or any other person with respect to any action, proper construction of the Improvements, performance of contracts or subcontracts by any contractors or subcontractors, or prevention of claims for mechanic's liens

60 0 LIMITATION OF WARRANTIES To the fullest extent allowed by law, Galveston County makes no warranties of any kind, express or implied to Homeowner, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM GALVESTON COUNTY, WHETHER ORAL AND WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, CONSTRUCTION, OR DEMOLITION IN A GOOD WORKMANLIKE MANNER Nothing herein shall be construed or limiting Contractor's warranties to Homeowner

ARTICLE VI: DEFAULT AND REMEDIES

61 0 CONTRACTOR DEFAULT Contractor will be in default under this Agreement upon the occurrence of any of the following events (i) Contractor fails to perform the terms of this Agreement and such failure continues for three (3) business days after delivery of written notice of the failure, (ii) Contractor becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors, or (iii) Contractor commits a default under any other contract it has entered into with Galveston County In the event of Contractor's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion

a Terminate this Agreement on written notice to Contractor

b Compel the Contractor to stop the work under this Agreement on written notice to Contractor, whereupon Contractor shall withdraw from the Property and assign to Galveston County such of Contractor's subcontracts as Galveston County may request, and remove such materials, equipment, tools and instruments used by Contractor on the Property as Galveston County may direct

c Complete the work, either with or without using Contractor's materials, equipment, tools and instruments

d Withhold the payment of any further sums due to Contractor under this Agreement, until after Final Completion of the Improvements, whereupon Galveston County shall determine the amount, if any, of damages caused by Contractor's default, the amount to which Contractor is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate Contractor for the use of Contractor's materials, equipment, tools and instruments, and upon such determination, Galveston County shall pay to Contractor the net amount which may be due, if any, in accordance with such determination

e Sue Contractor for damages, injunctive, or equitable relief

62 0 HOMEOWNER'S DEFAULT Homeowner will be in default under this Agreement upon the occurrence of any of the following events (i) Homeowner fails to perform the terms of this Agreement and such failure continues for three (3) business days after delivery of written notice of the failure, (ii) Homeowner becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors, (iii) Homeowner commits a default under any other contract it has entered into with Galveston County, (iv) Homeowner has misrepresented Homeowner's eligibility to receive the note proceeds pursuant to the Note Agreement, (v) Homeowner has misused the proceeds of the Note Agreement, or (vii) Homeowner has made any misrepresentations in connection with this Agreement In the event of Homeowner's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion

a Terminate this Agreement on written notice to Homeowner

b Direct the Contractor to stop work on the demolition, either temporarily or permanently Notwithstanding the foregoing, sums earned by Contractor for demolition services prior to any notice to Contractor of any misuse of funds or misrepresentation by Homeowner shall be payable from Galveston County to Contractor

c Apply any unearned portion of the Note Amount to reimburse Galveston County for funds disbursed under this Agreement or the Note Agreement

d Sue Homeowner for damages, injunctive, or equitable relief

ARTICLE VII: MISCELLANEOUS PROVISIONS

63 0 DISPUTE RESOLUTION All claims or disputes between Homeowner and Contractor, or between Homeowner and Galveston County arising out of or related to the construction, rehabilitation, and/or demolition work performed on the property shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association The Contractor or Galveston County shall submit all disputes or claims, regardless of the extent of the works progress, to an arbitrator who is mutually agreed upon by all parties Notice of the demand for arbitration shall be filed in writing with the other party to this agreement, and shall be made within a reasonable time after the dispute has arisen The award rendered by the arbitrator shall be final, and judgment by be entered upon it in accordance with applicable law in any court having jurisdiction thereof

64 0 INSPECTION The U S Government, the Texas General Land Office, Galveston County, and their designees shall have the right to inspect all work performed under this Agreement The Contractor and Homeowner will take all steps necessary to assure that the U S Government, the State, and the Galveston County or their designees are permitted to examine and inspect the Property, and all contract, material, equipment, payrolls, and conditions of employment pertaining to their work, including all relevant data and records By such inspection, the U S Government, the State of Texas, and the Galveston County assume no responsibility to the Homeowner for defective material or work under this Agreement or to either party for any breach of the Agreement by the other

65 0 NOTICES Any notice required or permitted by this Agreement shall be in writing, and shall be delivered to the respective parties' addresses as set forth in Article I Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in Article I Notice given in any other manner will be effective only if and when received by the intended recipient Any address for notice may be changed by written notice delivered as provided here

66 0 DUTY TO PROVIDE ADDITIONAL INFORMATION Homeowner and Contractor shall, within 3 days of receipt, furnish to Galveston County copies of all notices received that pertain to the Property, including notices from any

a governmental or private authority having jurisdiction over the Property,
b insurance company carrying a policy pertaining to the Property,
c lender holding a lien or security interest against any part of the Property, or
d any person asserting a claim against Homeowner, Contractor or the Property

67 0 NON-WAIVER BY GALVESTON COUNTY No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Galveston County of any subsequent breach or default or of any breach or default of any other provision

68 0 APPLICABLE LAW This Agreement and the rights and obligations of the Parties hereto shall

be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas

69 0 SEVERABILITY If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein

70 0 ENTIRETY OF AGREEMENT/AMENDMENT This Agreement constitutes the entire agreement between the Parties Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect The Parties rely solely upon the representations and terms contained herein and no others This Agreement may be amended only by written instrument duly authorized by each respective Party hereto and duly executed by each Party hereto, with such execution to be by such individual that has full power and authority to legally bind the Party to the terms thereof

71 0 AUTHORITY Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to the terms hereof and this Agreement constitutes the legal, valid, and binding agreement of each Party hereto

In Witness Hereof, the Parties hereby **EXECUTE** this Agreement in *triplicate counterparts*, each of which shall be deemed to be an original, to be effective as of the date specified herein

HOMEOWNER SIGNATURE _____

Printed Name _____

Date _____

CO-HOMEOWNER SIGNATURE _____

Printed Name _____

Date _____

GALVESTON COUNTY

Signature _____

Printed Name _____

Title _____

Date _____

CONTRACTOR

Name of Contractor _____

Signature _____

Printed Name _____

Title _____

Date _____

AGENDA ITEM #42d

First Amendment to Memorandum of Eligibility by and between the County of Galveston and J.C. Cantera Homes, Inc.

State of Texas	§
	§
County of Galveston	§

I. Preamble

Whereas, the County of Galveston, Texas (County) and **J.C. Cantera Homes, Inc.** (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties, have entered into that certain Memorandum of Eligibility (MOE), confirming that Contractor was selected in Request for Qualification (RFQ) Number B101008 for the provision of services related to the Community Development Block Grant – Disaster Recovery Supplemental (CDBG-DRS) funds allocated to the County in its continuing recovery from Hurricane Ike,

Whereas, services to be contracted for pursuant to RFQ B101008 include, but are not limited to, the Slum and Blight Demolition component of the Galveston County Housing Assistance Program in accordance with the requirements of RFQ B101008,

Whereas, the term of the MOE, as extended through that certain First Extension, shall expire on September 10, 2012,

Whereas, Contractor herein was selected by the Commissioners' Court of Galveston County as an eligible Slum and Blight Demolition contractor in RFQ B101008 on or about March 31, 2010;

Whereas, the County of Galveston, acting by and through its Galveston County Housing Assistance Program, is actively implementing the Slum and Blight Demolition component of the Galveston County Housing Assistance Program,

Whereas, Contractor herein wishes to perform said Slum and Blight Demolition services in accordance with requirements of RFQ B101008 and has been previously selected by the Commissioners' Court of Galveston County as an eligible contractor for such services, and

Whereas, the Parties wish to amend the MOE to reflect that services to be performed by Contractor include demolition services in the Slum and Blight Demolition component of the Galveston County Housing Assistance Program

Now Therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows

II. Terms

1 **Recitals true** The Parties hereto acknowledge and agree that the Recitals set forth in the Preamble above are true and correct.

2 **Amended Terms.** The Parties agree to amend the MOE as follows,

a The second paragraph of the first page of the MOE is deleted and replaced in its entirety with the following as the second paragraph on the first page

The County of Galveston has received federal funds to assist qualified homeowners to rehabilitate or repair homes damaged during Hurricane Ike or to demolish homes in the Slum and Blight component of the grant program from homes damaged during Hurricane Ike The rehabilitation, repair, or demolition of homes will be done by Contractors who have been found to be qualified by the County to perform the work

b The third paragraph of the first page of the MOE, which is directly under the word "Purpose" is deleted and replaced in its entirety with the following as the third paragraph on the first page.

The purpose of this Memorandum is to confirm that the Contractor has been selected pursuant to a procurement process as allowed under Tex Local Gov't Code Ch. 262 as a firm eligible to enter into further contracts for the rehabilitation, repair, or demolition of homes damaged by Hurricane Ike utilizing federal grant funds received by the County of Galveston

c The last paragraph of the first page of the MOE is deleted and replaced in its entirety with the following as the last paragraph of the first page

Payment and Performance Bond Requirements The Contractor acknowledges that it will provide payment and performance bonds as required for the execution of tri-party construction agreements as required by each contract and as required for the execution of tri-party demolition agreements as required by each contract

3. **Effective Date.** This First Amendment shall be effective as of the date of the last Party executing hereto

4 **Amending of Agreement** By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the MOE as if they were set forth word for word therein and all provisions in the MOE that are contrary to the provisions in this First Amendment are deemed amended so as to be in compliance with the terms of this First Amendment This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns

5. **Authority to Bind** Each Party represents and warrants for itself that the individual executing this First Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this First Amendment and

that this First Amendment constitutes the legal, valid, and binding agreement of each Party hereto

This First Amendment to the Memorandum of Eligibility referenced herein is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly official as required by law, in *triplicate counterparts* each of which shall be deemed to be an original.

J.C. Cantera Homes, Inc.
By:

Signature of Authorized Representative

Juan G. Rosales
Print Name and Title of Authorized Representative

Date Signed: 1/23/2012

Galveston County, Texas,
By:

Mark Henry, County Judge

Date Signed: 1/24/12

Attest:

Dwight D. Sullivan,
Galveston County Clerk

First Amendment to Memorandum of Eligibility by and between the County of Galveston and J.W. Kelso Company, Inc.

State of Texas	§
	§
County of Galveston	§

I. Preamble

Whereas, the County of Galveston, Texas (County) and **J.W. Kelso Company, Inc.** (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties, have entered into that certain Memorandum of Eligibility (MOE), confirming that Contractor was selected in Request for Qualification (RFQ) Number B101008 for the provision of services related to the Community Development Block Grant – Disaster Recovery Supplemental (CDBG-DRS) funds allocated to the County in its continuing recovery from Hurricane Ike,

Whereas, services to be contracted for pursuant to RFQ B101008 include, but are not limited to, the Slum and Blight Demolition component of the Galveston County Housing Assistance Program in accordance with the requirements of RFQ B101008,

Whereas, the term of the MOE, as extended through that certain First Extension, shall expire on September 10, 2012,

Whereas, Contractor herein was selected by the Commissioners' Court of Galveston County as an eligible Slum and Blight Demolition contractor in RFQ B101008 on or about March 31, 2010,

Whereas, the County of Galveston, acting by and through its Galveston County Housing Assistance Program, is actively implementing the Slum and Blight Demolition component of the Galveston County Housing Assistance Program,

Whereas, Contractor herein wishes to perform said Slum and Blight Demolition services in accordance with requirements of RFQ B101008 and has been previously selected by the Commissioners' Court of Galveston County as an eligible contractor for such services, and

Whereas, the Parties wish to amend the MOE to reflect that services to be performed by Contractor include demolition services in the Slum and Blight Demolition component of the Galveston County Housing Assistance Program

Now Therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows

II. Terms

1 **Recitals true** The Parties hereto acknowledge and agree that the Recitals set forth in the Preamble above are true and correct

2 **Amended Terms.** The Parties agree to amend the MOE as follows,

a The second paragraph of the first page of the MOE is deleted and replaced in its entirety with the following as the second paragraph on the first page

The County of Galveston has received federal funds to assist qualified homeowners to rehabilitate or repair homes damaged during Hurricane Ike or to demolish homes in the Slum and Blight component of the grant program from homes damaged during Hurricane Ike The rehabilitation, repair, or demolition of homes will be done by Contractors who have been found to be qualified by the County to perform the work

b The third paragraph of the first page of the MOE, which is directly under the word "Purpose" is deleted and replaced in its entirety with the following as the third paragraph on the first page

The purpose of this Memorandum is to confirm that the Contractor has been selected pursuant to a procurement process as allowed under Tex Local Gov't Code Ch 262 as a firm eligible to enter into further contracts for the rehabilitation, repair, or demolition of homes damaged by Hurricane Ike utilizing federal grant funds received by the County of Galveston

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3 **Effective Date.** This First Amendment shall be effective as of the date of the last Party executing hereto

4 **Amending of Agreement** By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the MOE as if they were set forth word for word therein and all provisions in the MOE that are contrary to the provisions in this First Amendment are deemed amended so as to be in compliance with the terms of this First Amendment This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

5 **Authority to Bind** Each Party represents and warrants for itself that the individual executing this First Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this First Amendment and

that this First Amendment constitutes the legal, valid, and binding agreement of each Party hereto

This First Amendment to the Memorandum of Eligibility referenced herein is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly official as required by law, in *triplicate counterparts* each of which shall be deemed to be an original

J.W. Kelso Company, Inc.
By:

Joel W Kelso

Signature of Authorized Representative

JOHN W KELSO - PRESIDENT

Print Name and Title of Authorized Representative

Date Signed:

1-23-12

Galveston County, Texas,
By:

Mark Henry

Mark Henry, County Judge

Date Signed:

1/24/12

Attest

Dwight D. Sullivan

Dwight D. Sullivan,
Galveston County Clerk

First Amendment to Memorandum of Eligibility by and between the County of Galveston and Pat's Demolition & Debris Removal

State of Texas	§
	§
County of Galveston	§

I. Preamble

Whereas, the County of Galveston, Texas (County) and **Patrick Rogers d/b/a Pat's Demolition & Debris Removal** (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties, have entered into that certain Memorandum of Eligibility (MOE), confirming that Contractor was selected in Request for Qualification (RFQ) Number B101008 for the provision of services related to the Community Development Block Grant – Disaster Recovery Supplemental (CDBG-DRS) funds allocated to the County in its continuing recovery from Hurricane Ike,

Whereas, services to be contracted for pursuant to RFQ B101008 include, but are not limited to, the Slum and Blight Demolition component of the Galveston County Housing Assistance Program in accordance with the requirements of RFQ B101008,

Whereas, the term of the MOE, as extended through that certain First Extension, shall expire on September 10, 2012,

Whereas, Contractor herein was selected by the Commissioners' Court of Galveston County as an eligible Slum and Blight Demolition contractor in RFQ B101008 on or about March 31, 2010,

Whereas, the County of Galveston, acting by and through its Galveston County Housing Assistance Program, is actively implementing the Slum and Blight Demolition component of the Galveston County Housing Assistance Program,

Whereas, Contractor herein wishes to perform said Slum and Blight Demolition services in accordance with requirements of RFQ B101008 and has been previously selected by the Commissioners' Court of Galveston County as an eligible contractor for such services, and

Whereas, the Parties wish to amend the MOE to reflect that services to be performed by Contractor include demolition services in the Slum and Blight Demolition component of the Galveston County Housing Assistance Program

Now Therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows

II. Terms

1 **Recitals true** The Parties hereto acknowledge and agree that the Recitals set forth in the Preamble above are true and correct.

2 **Amended Terms.** The Parties agree to amend the MOE as follows,

a The second paragraph of the first page of the MOE is deleted and replaced in its entirety with the following as the second paragraph on the first page

The County of Galveston has received federal funds to assist qualified homeowners to rehabilitate or repair homes damaged during Hurricane Ike or to demolish homes in the Slum and Blight component of the grant program from homes damaged during Hurricane Ike The rehabilitation, repair, or demolition of homes will be done by Contractors who have been found to be qualified by the County to perform the work

b The third paragraph of the first page of the MOE, which is directly under the word "Purpose" is deleted and replaced in its entirety with the following as the third paragraph on the first page

The purpose of this Memorandum is to confirm that the Contractor has been selected pursuant to a procurement process as allowed under Tex Local Gov't Code Ch 262 as a firm eligible to enter into further contracts for the rehabilitation, repair, or demolition of homes damaged by Hurricane Ike utilizing federal grant funds received by the County of Galveston

c The last paragraph of the first page of the MOE is deleted and replaced in its entirety with the following as the last paragraph of the first page

Payment and Performance Bond Requirements The Contractor acknowledges that it will provide payment and performance bonds as required for the execution of tri-party construction agreements as required by each contract and as required for the execution of tri-party demolition agreements as required by each contract

3 **Effective Date.** This First Amendment shall be effective as of the date of the last Party executing hereto

4 **Amending of Agreement** By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the MOE as if they were set forth word for word therein and all provisions in the MOE that are contrary to the provisions in this First Amendment are deemed amended so as to be in compliance with the terms of this First Amendment This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns

5 **Authority to Bind** Each Party represents and warrants for itself that the individual executing this First Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this First Amendment and that this First Amendment constitutes the legal, valid, and binding agreement of each Party hereto

This First Amendment to the Memorandum of Eligibility referenced herein is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly official as required by law, in *triplicate counterparts* each of which shall be deemed to be an original

Patrick Rogers d/b/a

Pat's Demolition & Debris Removal **Date Signed:**

By:

PA Rogers 1/20/2012

Signature of Authorized Representative

PATRICK A ROGERS PRESIDENT

Print Name and Title of Authorized Representative

Galveston County, Texas, **Date Signed:**

By:

Mark Henry 1/24/12

Mark Henry, County Judge

Attest Dwight D. Sullivan

Dwight D. Sullivan,
Galveston County Clerk

First Amendment to Memorandum of Eligibility by and between the County of Galveston and Sullivan Land Services, Ltd.

State of Texas	§
	§
County of Galveston	§

I. Preamble

Whereas, the County of Galveston, Texas (County) and **Sullivan Land Services, Ltd** (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties, have entered into that certain Memorandum of Eligibility (MOE), confirming that Contractor was selected in Request for Qualification (RFQ) Number B101008 for the provision of services related to the Community Development Block Grant – Disaster Recovery Supplemental (CDBG-DRS) funds allocated to the County in its continuing recovery from Hurricane Ike,

Whereas, services to be contracted for pursuant to RFQ B101008 include, but are not limited to, the Slum and Blight Demolition component of the Galveston County Housing Assistance Program in accordance with the requirements of RFQ B101008,

Whereas, the term of the MOE, as extended through that certain First Extension, shall expire on September 10, 2012,

Whereas, Contractor herein was selected by the Commissioners' Court of Galveston County as an eligible Slum and Blight Demolition contractor in RFQ B101008 on or about March 31, 2010,

Whereas, the County of Galveston, acting by and through its Galveston County Housing Assistance Program, is actively implementing the Slum and Blight Demolition component of the Galveston County Housing Assistance Program,

Whereas, Contractor herein wishes to perform said Slum and Blight Demolition services in accordance with requirements of RFQ B101008 and has been previously selected by the Commissioners' Court of Galveston County as an eligible contractor for such services, and

Whereas, the Parties wish to amend the MOE to reflect that services to be performed by Contractor include demolition services in the Slum and Blight Demolition component of the Galveston County Housing Assistance Program

Now Therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows

II. Terms

1 **Recitals true** The Parties hereto acknowledge and agree that the Recitals set forth in the Preamble above are true and correct

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b The third paragraph of the first page of the MOE, which is directly under the word "Purpose" is deleted and replaced in its entirety with the following as the third paragraph on the first page·

The purpose of this Memorandum is to confirm that the Contractor has been selected pursuant to a procurement process as allowed under Tex Local Gov't Code Ch 262 as a firm eligible to enter into further contracts for the rehabilitation, repair, or demolition of homes damaged by Hurricane Ike utilizing federal grant funds received by the County of Galveston

c The last paragraph of the first page of the MOE is deleted and replaced in its entirety with the following as the last paragraph of the first page

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4 **Amending of Agreement**. By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the MOE as if they were set forth word for word therein and all provisions in the MOE that are contrary to the provisions in this First Amendment are deemed amended so as to be in compliance with the terms of this First Amendment This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns

5 **Authority to Bind** Each Party represents and warrants for itself that the individual executing this First Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this First Amendment and

that this First Amendment constitutes the legal, valid, and binding agreement of each Party hereto

This First Amendment to the Memorandum of Eligibility referenced herein is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly official as required by law, in *triplicate counterparts* each of which shall be deemed to be an original

Sullivan Land Services, Ltd.
By:

Ron J. Ashy
Signature of Authorized Representative

RON J. ASHY PROGRAM MANAGER
Print Name and Title of Authorized Representative

Date Signed: 1/23/12

Galveston County, Texas,
By:

Mark Henry
Mark Henry, County Judge

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

Date Signed: 1/24/12

First Amendment to Memorandum of Eligibility by and between the County of Galveston and Excello Construction, L.L.C.

State of Texas	§
	§
County of Galveston	§

I. Preamble

Whereas, the County of Galveston, Texas (County) and **Byrdson Services, Inc. d/b/a Excello Construction, L.L.C.** (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties, have entered into that certain Memorandum of Eligibility (MOE), confirming that Contractor was selected in Request for Qualification (RFQ) Number B101008 for the provision of services related to the Community Development Block Grant – Disaster Recovery Supplemental (CDBG-DRS) funds allocated to the County in its continuing recovery from Hurricane Ike,

Whereas, services to be contracted for pursuant to RFQ B101008 include, but are not limited to, the Slum and Blight Demolition component of the Galveston County Housing Assistance Program in accordance with the requirements of RFQ B101008;

Whereas, the term of the MOE, as extended through that certain First Extension. shall expire on September 10, 2012,

Whereas, Contractor herein was selected by the Commissioners' Court of Galveston County as an eligible Slum and Blight Demolition contractor in RFQ B101008 on or about March 31, 2010,

Whereas, the County of Galveston, acting by and through its Galveston County Housing Assistance Program, is actively implementing the Slum and Blight Demolition component of the Galveston County Housing Assistance Program,

Whereas, Contractor herein wishes to perform said Slum and Blight Demolition services in accordance with requirements of RFQ B101008 and has been previously selected by the Commissioners' Court of Galveston County as an eligible contractor for such services, and

Whereas, the Parties wish to amend the MOE to reflect that services to be performed by Contractor include demolition services in the Slum and Blight Demolition component of the Galveston County Housing Assistance Program

Now Therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows

II. Terms

1 **Recitals true** The Parties hereto acknowledge and agree that the Recitals set forth in the Preamble above are true and correct

2 **Amended Terms.** The Parties agree to amend the MOE as follows,

a The second paragraph of the first page of the MOE is deleted and replaced in its entirety with the following as the second paragraph on the first page.

The County of Galveston has received federal funds to assist qualified homeowners to rehabilitate or repair homes damaged during Hurricane Ike or to demolish homes in the Slum and Blight component of the grant program from homes damaged during Hurricane Ike The rehabilitation, repair, or demolition of homes will be done by Contractors who have been found to be qualified by the County to perform the work

b The third paragraph of the first page of the MOE, which is directly under the word "Purpose" is deleted and replaced in its entirety with the following as the third paragraph on the first page

The purpose of this Memorandum is to confirm that the Contractor has been selected pursuant to a procurement process as allowed under Tex Local Gov't Code Ch. 262 as a firm eligible to enter into further contracts for the rehabilitation, repair, or demolition of homes damaged by Hurricane Ike utilizing federal grant funds received by the County of Galveston

c The last paragraph of the first page of the MOE is deleted and replaced in its entirety with the following as the last paragraph of the first page

Payment and Performance Bond Requirements The Contractor acknowledges that it will provide payment and performance bonds as required for the execution of tri-party construction agreements as required by each contract and as required for the execution of tri-party demolition agreements as required by each contract

3 **Effective Date.** This First Amendment shall be effective as of the date of the last Party executing hereto

4 **Amending of Agreement** By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the MOE as if they were set forth word for word therein and all provisions in the MOE that are contrary to the provisions in this First Amendment are deemed amended so as to be in compliance with the terms of this First Amendment This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns

5. **Authority to Bind.** Each Party represents and warrants for itself that the individual executing this First Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this First Amendment and

that this First Amendment constitutes the legal, valid, and binding agreement of each Party hereto

This First Amendment to the Memorandum of Eligibility referenced herein is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly official as required by law, in *triplicate counterparts* each of which shall be deemed to be an original

Byrdson Services, Inc. d/b/a
Excello Construction, L.L.C.
By:

Signature of Authorized Representative

S Darin Driscoll

Print Name and Title of Authorized Representative

Date Signed:

1/23/2012

Galveston County, Texas,
By:

Mark Henry, County Judge

Date Signed:

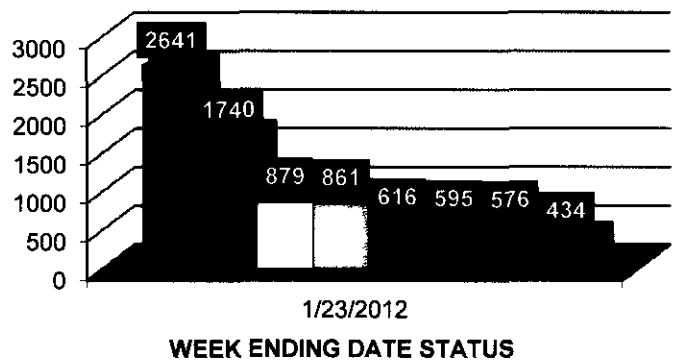
1/24/12

Attest:

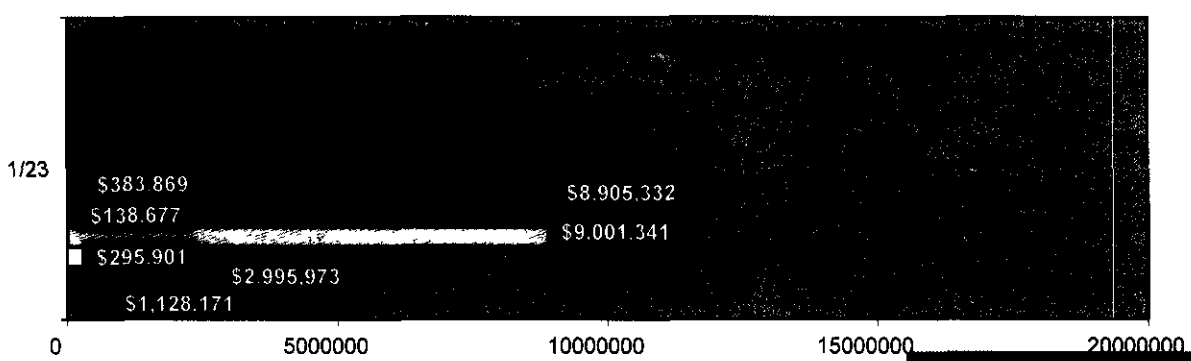
Dwight D. Sullivan
Galveston County Clerk

AGENDA ITEM #42e

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



- Applications Submitted
- Applicants in Eligibility Review
- Eligible
- Not Eligible
- Benefit Selection Mtgs
- Grants Awarded
- Construction Approved
- Construction Complete

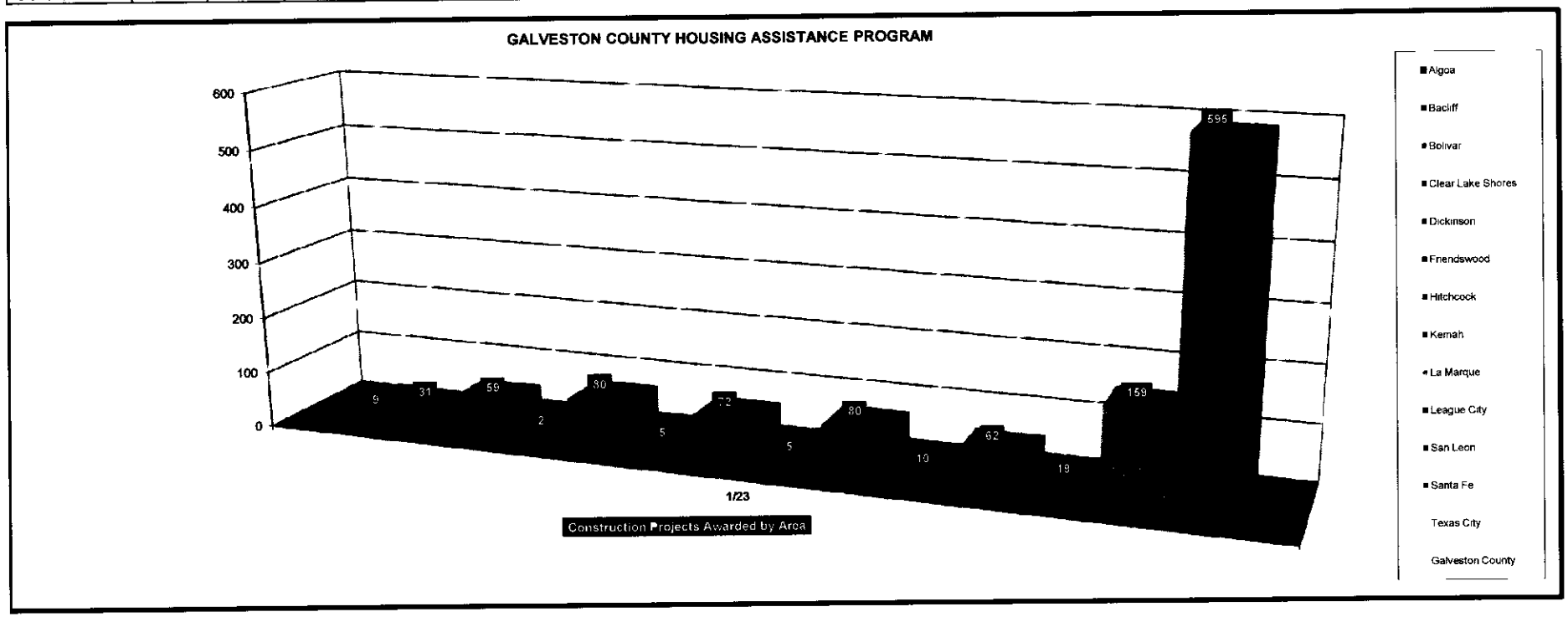


Grant Funds Awarded by Area

Total Awards $68,307,611

GCHAP Grants Awarded by City

Date	Algoa	Bacliff	Bayou Vista	Bolivar	Clear Lake Shores	Dickinson	Friendswood	Hitchcock	Kemah	La Marque	League City	San Leon	Santa Fe	Texas City	Galveston County	% in construction to complete
1/23/2012	9	31	2	59	2	80	5	72	5	80	10	62	19	159	595	95 2%
1/23/2012	2%	5%	0.3%	10%	0 3%	13%	1%	12%	1%	13%	2%	10%	3%	27%	100%	
Dollars 1/23/12	2%	4%	0.4%	13%	0 2%	13%	1%	13%	1%	12%	1%	11%	3%	25%	100%	91%



Count by city Janaury 23 2012

GCHAP HOUSING SUMMARY

Date	January 23, 2012	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	434(469 finals)	
Construction Projects with a Notice-to-Proceed and building In-Process	111	
Construction Projects with Notice-to-Proceed but not yet started	29	
Total Construction projects with Notice-to-Proceed		574
Projects Approved by TDHCA but Awaiting Bond/Insurance	2	
Projects Awaiting State/TDHCA Approval	0	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		576
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	24	
Total projects between the builder assignment stage and construction complete stage		600
Project pending builder assignment, pending rehab sow, pending rehab bid	1	
Total Projects on Construction Pipeline		**601**