# GALVESTON COUNTY, TEXAS

**COMMISSIONERS COURT** **722 Moody, County Courthouse, Galveston, Texas 77550 (409) 766-2244**

| Mark Henry | Patrick Doyle | Kevin O'Brien | Stephen Holmes | Ken Clark |
|---|---|---|---|---|
| County Judge | Commissioner, Precinct 1 | Commissioner, Precinct 2 | Commissioner, Precinct 3 | Commissioner, Precinct 4 |


## AGENDA

## APRIL 3, 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.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 765-2244.

## REGULARLY SCHEDULED MEETING

**Pledge of Allegiance and Invocation**

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable Checks dated 3/27/12 and 4/3/2012.

b. Order for Payroll period ending 3/28/12 Bi-Weekly #7.

c. Order for monthly Health Insurance claims made by Boon Chapman for the month ending 1/31/12.

d. Order for monthly Workers' Compensation claims made by The Littleton Group for month ending 1/31/12.

e. Internal audit review regarding small equipment, tools, repair and maintenance of automobiles and equipment of the Department of Parks and Senior Services performed on 2/14/12 and 3/1/12.

f. Internal audit review regarding Fixed Assets of the Department of Parks and Senior Services performed on 12/12-13/2011.

*2. Consideration of a *Resolution Honoring Sergeant Philip A. McCulloch, Jr.* submitted by County Legal.

*3. Consideration of a *Proclamation in recognition of Soil Stewardship Week* submitted by

County Legal.

*4. Consideration of a *Proclamation in recognition of April as National Parkinson's Awareness Month* submitted by County Legal.

*5. Consideration of approval for a *Fair Housing Month Proclamation set forth April 2012*.

*6. Receive and file *Resolution of the Board of Trustees of the Clear Creek Independent School District*.

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

*8. Consideration of *Authorization to dispose of Salvage or Surplus Property* submitted by the Purchasing Agent.

*9. Consideration of approving *Travel and Training costs for Jelean Elemento and Ryan Ellis for OnBase Systems* submitted by Information Technology.

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

a. Net Data JP Software Maintenance and Hardware Maintenance $79,930.00

*11. Consideration of *acceptance of donated computer equipment from Correctional Medical Services, Inc. for Sheriff's Office* use submitted by the Sheriff.

*12. Consideration of *accepting donation of a 27' Boston Whaler boat to the Sheriff's Office by the Port of Texas City* submitted by the Sheriff.

*13. Consideration of *ratifying engaging the services of Halff Associates, Inc.* to perform both surveying services and a phase I environmental site assessment on the proposed purchase of a 64.67 acre tract of land, more or less, located in the Anthony Hatch survey in the unincorporated community known as Bacliff from Joseph Maxwell Teare, Jr. and wife, Gay K. Teare submitted by County Legal on behalf of County Commissioner, Pct. 1.

*14. Specifications and *Contract Documents for High Island Middle School and Crenshaw Elementary School* Generator Receptacles and Transfer Switches submitted by Emergency Management Coordinator.

*15. Consideration of requests for *Tax Refunds in Excess of $2,500.00* requested by the Tax Assessor/Collector.

| Account Number | Amount | Reason |
|---|---|---|
| 2965-0031-0001-001 | $2,553.01 | Duplicate Payment |

8600-0681-0878-000 $4,880.11 Over Payment

**16. Commissioners Court will break into Workshop**

**Workshop Agenda**

1. Travel policy and procedure update presented by the Travel Policy Committee.

2. Discuss method of procuring I.T. Department Management Services presented by Purchasing Agent.

3. Discuss Creation of CDBG Project Coordinator position to coordinate recovery projects arising from natural disasters affecting Galveston County, in particular those projects funded with Hurricane Ike CDBG Community Development Block Grant disaster recovery funds, Rounds One and Two presented by Human Resources Director.

4. Discussion of Dow Chemical Company's donation/deed of the Pioneer Club to Galveston County presented by Commissioner, Precinct 3.

**17. Commissioners Court will reconvene into regularly scheduled meeting.**

**18. Architect**

a. Consider the following Change Order to Proposal # B101074 Golden West on the Mid County Annex to increase the contract sum by $6,125.00.

**19. Commissioner, Precinct 1**

a. Consideration of seeking applications for those requesting to fill the vacancy in the office of the Justice of the Peace, Precinct 7, pursuant to the provisions of Vernon's Ann. Tex. Const. Art 5 Sect 28 and V.T.C.A., Local Government Code Sect 87.041 (a) (9) and leaving said submission period open for a maximum of 5 days and reconvene via a Special Meeting April 10, 2012 for consideration of appointment submitted by County Commissioner, Precinct 1.

**20. Commissioner, Precinct 2**

a. Consideration of Authorizing County Legal to prepare a contract for engaging the services of R. Alden Marshall & Associates, LLC to renovate and restore the statue known as "Dignified Resignation" located in Central Park in front of the Courthouse.

**21. Community Services**

a. Consideration of authorizing payment to Gulf Coast Rail District for continuation of County membership for the budgeted amount of $5,000.00.

b. Consideration of Appointment of Ronnie Moore to the Gulf Coast Rail District Board.

c. Consideration of authorizing the County Judge to sign Certification of Local Government Approval for The Children's Center to submit a Texas 2012 ESC Application.

**22. <u>County Clerk</u>**

a. Approval of Early Voting locations for the May 29th Federal and State Primary Election, and the approval of Judges and Alternate Judges.

**23. <u>County Engineer</u>**

a. Consideration of application from Ronald L. Diehl and Constance L. Diehl to convey portions of Lots 58, 69 and 72, C.W. L'Hommediu Survey on the Mainland by metes & bounds without revising the plat.

b. Consideration of application from Arturo Gonzales, Jr. to convey portions of Lots 1 thru 6 and Lots 43 thru 46 block 198, San Leon Townsite on the Mainland by metes & bounds without revising the plat.

c. Consideration of authorizing the county engineer to negotiate a professional engineering services contract with the team of Huitt-Zollars/Halff/Paradigm to assist Galveston County in the required FEMA certification process of the Texas City Hurricane levee.

**24. <u>County Judge</u>**

a. Consideration of a 90-day appointment for an Interim Justice of the Peace to temporarily fill the vacancy in Justice of the Peace Court, Precinct 7 while a permanent replacement search is conducted.

**25. <u>County Legal</u>**

a. Receipt of Notice of Appointment of Chuck Noll as a Special Prosecutor for the Office of the Criminal District Attorney of Galveston County and approval of the terms of compensation as set forth in the Agreement for Special Prosecutor Services.

b. Receipt of Notice of Appointment of Dan McAnulty as a Special Criminal Investigator for the Office of the Criminal District Attorney of Galveston County and approval of the terms of compensation as set forth with the Agreement for Special Criminal Investigator Services.

c. Consideration of amended settlement of Cause No. 10-CV-1141, Harden v. Galveston County, In The District Court of Galveston County, 405th Judicial District.

**26. Emergency Management**

a. Consideration of approval of Amendment # 5 to Contract No. 10-5052-000-5028 with the GLO for the CDBG Infrastructure grant.

**27. Housing Department**

a. Consideration of approval for a Release of Lien for the following property, 201 Bay Street North, Texas City, Texas 77590.

**28. Human Resources**

a. Consideration of adoption of Human Resources Manual – Revised Travel Policy HR015.

**29. Information Technology**

a. Consideration of entering into a no cost Mutual Non-Disclosure Agreement between Galveston County, CUC, and Texas Juvenile Justice Department for Techshare Juvenile and Juvenile Court Management System-Basic.

**30. Purchasing**

a. Consideration of authorizing the utilization of the Department of Information Resources (DIR) for IT purchase.

b. Consideration recommending awarding a contract on the following RFQ:

1. RFQ #B121019 Coastal Grant Program & Project Management

c. Consideration recommending awarding a contract on the following Bid:

1. Bid #B122014 Crushed Limestone Material

d. Consider awarding an extension on the following bids:

1. Bid #B112009 Road Signs and Materials

2. Bid #B112015 Weed and Brush Control Chemicals

e. Consider cancelling and authorize a re-bid on the following bid:

1. Bid #B112017 Paraffinic Mineral Oil

**31. Treasurer**

a. Consideration of annual re-approval Broker/Dealer as submitted by the County Treasurer/Galveston County Investment Officer.

b. Receive and file County Treasurer 2011 Certificate of Compliance Public Funds Investment Hours.

**32. Finance & Adminstration**

a. Consideration of Budget Amendments:

| Fiscal Year | Amendment # | Description |
|---|---|---|
| 2012 | 12-037-0403-A | Limited Tax County Building Bonds, Series 2009B - Request to transfer budget from Owner Contingency to Construction Building Capital Outlay to cover change orders with various contractors. |
| 2012 | 12-038-0403-B | Flood Control / Engineering – Request to transfer from Budgeted Reserve to Dickinson Bayou Committee Capital Outlay to cover expenditures approved by the Dickinson Bayou Steering Committee. |
| 2012 | 12-039-0403-C | General Government – Request to transfer from Budgeted Reserve to Advertising / Sheriff Sale to cover expenditures through the end of the fiscal year 2012. |

b. Consideration for approval and acceptance of the 2012/2013 Drug Court grant awarded by the Office of the Governor.

**Appearances before Commissioners Court**

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court member to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

***

# AGENDA ITEM #1

# THE COUNTY OF GALVESTON

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

**Cliff Billingsley, CPA**
**County Auditor**

**Ron Chapa, CPA**
**First Assistant, Director of Auditing**

**Jeff Modzelewski, CPA**
**First Assistant, Director of Accounting**

**First Assistant, I.T Systems**
LaToya Jordan


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

April 3, 2012

I hand you the following item for action at the meeting of Commissioners' Court

Approval of Accounts Payable Checks dated 3/27/12 and 4/3/2012

Order for Payroll period ending 3/28/12 Bi-Weekly #7

Order for monthly Health Insurance claims made by Boon Chapman for the month ending 1/31/12

Order for monthly Workers' Compensation claims made by The Littleton Group for month ending 1/31/12

Internal audit review regarding small equipment, tools, repair and maintenance of automobiles and equipment of the Department of Parks and Senior Services performed on 2/14/12 and 3/1/12

Internal audit review regarding Fixed Assets of the Department of Parks and Senior Services performed on 12/12-13/2011

Cliff Billingsley
County Auditor

# AGENDA ITEM #1a

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 1101 General Fund** | | | |
| **Warrant #: VW 00000380** | **Payee Name: CLASSIC AUTOPLEX GALVESTON** | | |
| 70765 | 1101172111 - 5423110 | Fleet Mgmt-Galveston - Auto Maintenance | 147 44 |
| 70802 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 1,080 01 |
| 70895 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 692 31 |
| 70922 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 362 61 |
| 70923 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 519 95 |
| 70935 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 71 29 |
| 70949 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 497 95 |
| 70951 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 191 67 |
| 70969 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 472 35 |
| 70972 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 298 36 |
| 70973 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 157 11 |
| 70982 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 282 89 |
| 70991 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 39 75 |
| 71015 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 62 29 |
| 71027 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 58 66 |
| 71049 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 661 09 |
| 71050 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 272 57 |
| | | **Warrant Total:** | **5,868.30** |
| **Warrant #: VW 00000383** | **Payee Name: LONE STAR UNIFORMS INC** | | |
| 243413 | 1101223500 - 5312101 | Constable Pct #5 - Montez - Uniform Expense | 540 00 |
| | | **Warrant Total:** | **540.00** |
| **Warrant #: VW 00354074** | **Payee Name: ABL MANAGEMENT INC** | | |
| 191596 | 1101211133 - 5481200 | Sheriff-Corrections - Jail Food Service Contract | 17,750 32 |
| 191597 | 1101211133 - 5481200 | Sheriff-Corrections - Jail Food Service Contract | 17,471 47 |
| | | **Warrant Total:** | **35,221.79** |
| **Warrant #: VW 00354075** | **Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL** | | |
| 3636968 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 1,601 84 |
| | | **Warrant Total:** | **1,601.84** |
| **Warrant #: VW 00354077** | **Payee Name: AIMS COMPANY AND ASSOCIATES** | | |
| MARCH 2012 | 1101151500 - 5310000 | Tax Assessor Collector - Supplies and Materials | 2,100 00 |
| | | **Warrant Total:** | **2,100.00** |
| **Warrant #: VW 00354078** | **Payee Name: ALERT ALARM BURG AND FIRE PROT INC** | | |
| 698034 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 75 00 |
| | | **Warrant Total:** | **75.00** |
| **Warrant #: VW 00354079** | **Payee Name: ALL AMERICA SALES CORPORATION** | | |
| 61542 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 85 48 |
| | | **Warrant Total:** | **85.48** |
| **Warrant #. VW 00354083** | **Payee Name· AMBIT ENERGY LP** | | |
| A2882024 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00354085** | **Payee Name: AMERICAN MECHANICAL SERVICES OF** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| S38544 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 15,839 15 |
| | | **Warrant Total:** | **15,839 15** |
| **Warrant #: VW 00354087** | | **Payee Name: AMERICAN TITLE COMPANY OF HOUSTON** | |
| 843308 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 5 00 |
| | | **Warrant Total:** | **5.00** |
| **Warrant #: VW 00354088** | | **Payee Name: AMERIWASTE OF TEXAS LLC** | |
| 53015 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 72 71 |
| 530414 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 163 66 |
| 53102 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 163 66 |
| 54165 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 77 00 |
| 54191 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 173 32 |
| 54252 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 173 32 |
| | | **Warrant Total:** | **823.67** |
| **Warrant #: VW 00354094** | | **Payee Name: BARNETT, SHENEKAVA** | |
| 022112 OVERPYMT | 1101000010 - 4412010 | General Government - Pre-Trial Release Agency | 30 00 |
| | | **Warrant Total:** | **30 00** |
| **Warrant #: VW 00354095** | | **Payee Name: BARNETT, STEPHANIE B** | |
| 10CR0659 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 299 00 |
| 11CR2715 032012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 604 50 |
| 11JV0072 030612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 117 00 |
| 12CR0314 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| 12JV0033 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 32 50 |
| | | **Warrant Total:** | **1,248.00** |
| **Warrant #: VW 00354097** | | **Payee Name: BEHRANA, SONIA** | |
| JAIL DKT 022412 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 950 00 |
| | | **Warrant Total:** | **950.00** |
| **Warrant #: VW 00354098** | | **Payee Name BELL INVESTIGATION COMPANY** | |
| 11CR2766 030612 | 1101121000 - 5416000 | Justice Administration - Prof Serv Investigators | 862 50 |
| | | **Warrant Total:** | **862.50** |
| **Warrant #: VW 00354100** | | **Payee Name: BOB J JOHNSON & ASSOCIATES** | |
| 265738 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 1,490 00 |
| | | **Warrant Total:** | **1,490.00** |
| **Warrant #: VW 00354101** | | **Payee Name: BOILER SPECIALISTS SALES & SERVICE L.P.** | |
| 9940 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 13,335 00 |
| | | **Warrant Total:** | **13,335.00** |
| **Warrant #: VW 00354102** | | **Payee Name: BOSWORTH PAPERS INC** | |
| 1276939 | 1101159100 - 5310000 | Information Technology - Supplies and Materials | 152 75 |
| 1279171 | 1101159100 - 5310000 | Information Technology - Supplies and Materials | 88 50 |
| 1282938 | 1101159100 - 5310001 | Information Technology - Depart Supplies-Non Cap FFE | 12 40 |
| | | **Warrant Total:** | **253 65** |
| **Warrant #: VW 00354104** | | **Payee Name: BURTS AIR CONDITIONING & HEATING** | |
| 15690 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 1,900 00 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **1,900.00** |
| **Warrant #: VW 00354108** | **Payee Name: CARMONA, FRANK** | | |
| 03/12-16/12 | 1101121000 - 5499302 | Justice Administration - Second Admin Dist | 2,692 30 |
| | | **Warrant Total:** | **2,692.30** |
| **Warrant #: VW 00354109** | **Payee Name: CARRERO, BRYAN DENNIS** | | |
| G0017840 | 1101000000 - 1142006 | General Fund - Undist Fees JP 8 1 | 262 00 |
| | | **Warrant Total:** | **262 00** |
| **Warrant #: VW 00354110** | **Payee Name: CEASER, KENDRIC** | | |
| 12CR0004 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 552 50 |
| | | **Warrant Total:** | **552.50** |
| **Warrant #: VW 00354111** | **Payee Name: CEDRICK L MUHAMMAD PC** | | |
| 11CR2806 031412 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,040 00 |
| | | **Warrant Total:** | **1,040.00** |
| **Warrant #: VW 00354113** | **Payee Name: CHAIR TAI CHI** | | |
| BSC0312 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 80 00 |
| DSC0312 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 40 00 |
| LSC0312 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 120 00 |
| | | **Warrant Total:** | **240 00** |
| **Warrant #: VW 00354114** | **Payee Name: CITY OF HITCHCOCK** | | |
| 1081164000 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 61 78 |
| | | **Warrant Total:** | **61.78** |
| **Warrant #: VW 00354115** | **Payee Name: CITY OF LAMARQUE** | | |
| 004020900004 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 71 90 |
| | | **Warrant Total:** | **71.90** |
| **Warrant #: VW 00354116** | **Payee Name: CITY OF LEAGUE CITY** | | |
| 55494019656 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 31 45 |
| | | **Warrant Total:** | **31.45** |
| **Warrant # VW 00354120** | **Payee Name: COBURN SUPPLY COMPANY INC** | | |
| 134567847 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 29 20 |
| | | **Warrant Total:** | **29.20** |
| **Warrant #: VW 00354121** | **Payee Name: COCHRAN, WINSTON E JR** | | |
| 11CR3333 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 146 25 |
| 12CR0016 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| | | **Warrant Total:** | **276.25** |
| **Warrant #: VW 00354122** | **Payee Name: COLTZER, ROBERT G** | | |
| 11CR2078 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,039 35 |
| | | **Warrant Total:** | **1,039 35** |
| **Warrant #: VW 00354123** | **Payee Name: COMMERCIAL FLOORING INC** | | |
| 5236 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 900 00 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **900.00** |
| **Warrant #: VW 00354124** | **Payee Name: COMMONWEALTH TITLE OF HOUSTON** | | |
| 845536 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 16 00 |
| | | **Warrant Total:** | **16.00** |
| **Warrant #: VW 00354125** | **Payee Name: CONMED INC** | | |
| APRIL 2012 | 1101211133 - 5412095 | Sheriff-Corrections - Jail Healthcare Contract | 288,622 00 |
| | | **Warrant Total:** | **288,622.00** |
| **Warrant #: VW 00354126** | **Payee Name: CPI FOODS INC.** | | |
| 313121 | 1101451110 - 5503021 | Senior Citizens - Food Cost Title III Supplemt | 847 00 |
| | | **Warrant Total:** | **847.00** |
| **Warrant #: VW 00354127** | **Payee Name: CRESCENT ENGINEERING COMPANY INC** | | |
| L3152 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 3,340 59 |
| | | **Warrant Total:** | **3,340.59** |
| **Warrant #: VW 00354128** | **Payee Name: DAUGHTRY & JORDAN PC** | | |
| 846232 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 10 00 |
| | | **Warrant Total:** | **10.00** |
| **Warrant #: VW 00354129** | **Payee Name: DAVID'S ISLAND** | | |
| 02301 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 937 00 |
| 02302 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 6,482 00 |
| | | **Warrant Total.** | **7,419.00** |
| **Warrant #: VW 00354131** | **Payee Name: DIAMOND HYDRAULICS INC** | | |
| G47432 | 1101544042 - 5423000 | Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment | 1,020 31 |
| | | **Warrant Total:** | **1,020.31** |
| **Warrant #: VW 00354132** | **Payee Name· DIAMOND SHAMROCK** | | |
| 64037336 0312 | 1101172111 - 5322010 | Fleet Mgmt-Galveston - Auto Fuel Expense | 155 45 |
| | | **Warrant Total:** | **155.45** |
| **Warrant #· VW 00354133** | **Payee Name: DICKINSON IND SCHOOL DISTRICT** | | |
| 2/21/12-3/20/12 | 1101159100 - 5492101 | Information Technology - Telephone Expense | 436 24 |
| | | **Warrant Total:** | **436.24** |
| **Warrant #: VW 00354134** | **Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC** | | |
| 9763 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 271 90 |
| 9782 | 1101211133 - 5310000 | Sheriff-Corrections - Supplies and Materials | 770 00 |
| | | **Warrant Total:** | **1,041.90** |
| **Warrant #: VW 00354135** | **Payee Name: DRAGONY, RACHEL ANN** | | |
| 318087 031212 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 292 50 |
| 320167 030512 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 227 50 |
| | | **Warrant Total:** | **520.00** |
| **Warrant #: VW 00354136** | **Payee Name: EAN HOLDINGS LLC** | | |
| 9/4-2/26/12 | 1101211150 - 5310000 | Warrants-Sheriff's Department - Supplies and Materials | 583 77 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **583.77** |
| **Warrant #: VW 00354139** | **Payee Name: FAUS, SALVADOR** | | |
| 11CR2203 030812 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 292 50 |
| | | **Warrant Total:** | **292.50** |
| **Warrant #: VW 00354140** | **Payee Name: FEDEX CORP** | | |
| 782377833 | 1101151500 - 5310000 | Tax Assessor Collector - Supplies and Materials | 56 59 |
| | | **Warrant Total:** | **56.59** |
| **Warrant #: VW 00354141** | **Payee Name: FIDELITY NATIONAL TITLE** | | |
| 844309 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 16 00 |
| | | **Warrant Total:** | **16.00** |
| **Warrant #: VW 00354142** | **Payee Name: FINEGAN, SAMUEL K** | | |
| 10CR3003 032012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 552 50 |
| 11CR3625 030612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| | | **Warrant Total:** | **942.50** |
| **Warrant #: VW 00354143** | **Payee Name: FIRST CHOICE POWER** | | |
| 655002003212505 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 104 00 |
| | | **Warrant Total:** | **104.00** |
| **Warrant #: VW 00354144** | **Payee Name: FISHER, DENA LAURA** | | |
| 11CR2484 030112 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 715 00 |
| | | **Warrant Total:** | **715.00** |
| **Warrant #: VW 00354145** | **Payee Name: FOXHOVEN INC** | | |
| 302811 | 1101159100 - 5481000 | Information Technology - Contract Service | 50,000 00 |
| | | **Warrant Total:** | **50,000.00** |
| **Warrant #: VW 00354146** | **Payee Name: FRYE STEIDLEY OAKS AND BENAVIDEZ PLLC** | | |
| 317530 031512 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 195 00 |
| | | **Warrant Total:** | **195.00** |
| **Warrant #: VW 00354147** | **Payee Name: FULK, GEORGE BYRON** | | |
| 301036 031312 | 1101122100 - 5431221 | County Court #1 - Grady - Defense Atty Co Ct | 520 00 |
| | | **Warrant Total.** | **520.00** |
| **Warrant #: VW 00354148** | **Payee Name· G & K SERVICES** | | |
| 1030821017 | 1101451110 - 5426106 | Senior Citizens - Uniform Leasing | 37 70 |
| 1030821173 | 1101170100 - 5312101 | Facilities Srvs & Maintenance - Uniform Expense | 35 32 |
| 1030823463 | 1101170100 - 5312101 | Facilities Srvs & Maintenance - Uniform Expense | 35 00 |
| | | **Warrant Total:** | **108.02** |
| **Warrant #: VW 00354149** | **Payee Name: GABRIEL ROEDER SMITH & COMPANY** | | |
| 117761 | 1101110000 - 5414200 | General Government - Prof Serv Audit Fees | 1,779 00 |
| | | **Warrant Total:** | **1,779 00** |
| **Warrant #: VW 00354150** | **Payee Name: GALVESTON COUNTY EMERGENCY** | | |
| 031312 BATTERIES | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 69 00 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **69.00** |
| **Warrant #: VW 00354151** | **Payee Name: GALVESTON COUNTY HEALTH DISTRICT** | | |
| IN0004913 | 1101451110 - 5495100 | Senior Citizens - Education | 150 00 |
| | | **Warrant Total:** | **150.00** |
| **Warrant #: VW 00354152** | **Payee Name: GALVESTON COUNTY SHERIFF'S DEPT** | | |
| SUPP RMB | 1101211143 - 5423000 | Patrol Division - Maint/Repairs Equipment | 98 70 |
| | | **Warrant Total:** | **98.70** |
| **Warrant #: VW 00354153** | **Payee Name: GALVESTON COUNTY SHERIFF'S DEPT** | | |
| 030912 MEALS | 1101211132 - 5496153 | M H M R -Sheriff - In-State Transport | 13 49 |
| 3044 | 1101211143 - 5423104 | Patrol Division - Maint/Repairs Boat | 73 61 |
| 329482 | 1101211143 - 5423000 | Patrol Division - Maint/Repairs Equipment | 150 00 |
| FUEL WRIT 3015 | 1101211132 - 5496153 | M H M R -Sheriff - In-State Transport | 45 45 |
| | | **Warrant Total:** | **282.55** |
| **Warrant #: VW 00354154** | **Payee Name: GALVESTON COUNTY WCID #1** | | |
| 120050039 0312 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 47 34 |
| | | **Warrant Total:** | **47.34** |
| **Warrant #· VW 00354155** | **Payee Name: GARDERE WYNNE SEWELL LLP** | | |
| 846268 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 20 00 |
| | | **Warrant Total:** | **20.00** |
| **Warrant #: VW 00354156** | **Payee Name: GARRETT LAW FIRM,THE** | | |
| 09CR1871 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 286 00 |
| | | **Warrant Total:** | **286 00** |
| **Warrant #: VW 00354157** | **Payee Name: GELB, JEFFREY** | | |
| 11CR3592 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 292 50 |
| | | **Warrant Total:** | **292.50** |
| **Warrant #: VW 00354158** | **Payee Name: GHG CORPORATION** | | |
| 23190 | 1101159100 - 5481000 | Information Technology - Contract Service | 475 00 |
| | | **Warrant Total:** | **475 00** |
| **Warrant #: VW 00354159** | **Payee Name: GOTTLOB,JEFFREY** | | |
| RMB BB CASE | 1101117500 - 5310000 | Veteran's Services - Supplies and Materials | 19 47 |
| | | **Warrant Total:** | **19.47** |
| **Warrant #: VW 00354160** | **Payee Name: GULF COAST CENTURY** | | |
| 84269 | 1101211133 - 5310000 | Sheriff-Corrections - Supplies and Materials | 90 00 |
| | | **Warrant Total:** | **90.00** |
| **Warrant #: VW 00354162** | **Payee Name: GULF COAST EMERGENCY PRODUCTS &** | | |
| INST EMERG EQUIP | 1101172111 - 5310000 | Fleet Mgmt-Galveston - Supplies and Materials | 640 00 |
| | | **Warrant Total:** | **640.00** |
| **Warrant #: VW 00354163** | **Payee Name: GULF COAST MARKET INC** | | |
| 031312 RMB | 1101000000 - 2291011 | General Fund - Due to Collection Agency | 72 42 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **72.42** |
| **Warrant #: VW 00354164** | **Payee Name: GUTHEINZ LAW FIRM LLP** | | |
| 10JV0265 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 227 50 |
| 317283 030712 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 392 50 |
| | | **Warrant Total:** | **620.00** |
| **Warrant #: VW 00354166** | **Payee Name: HENRY, THERESA** | | |
| 11CR1540 031512 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 877 50 |
| 11CR3209 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 552 50 |
| | | **Warrant Total:** | **1,430.00** |
| **Warrant #: VW 00354167** | **Payee Name: HTI LTD** | | |
| 000060032 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 692 08 |
| 000060093 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 3,914 03 |
| | | **Warrant Total:** | **4,606.11** |
| **Warrant #: VW 00354168** | **Payee Name: INFOSAT COMMUNICATIONS** | | |
| 80086 | 1101159100 - 5492101 | Information Technology - Telephone Expense | 43 68 |
| | | **Warrant Total:** | **43.68** |
| **Warrant #: VW 00354171** | **Payee Name: JACK O'BOYLE & ASSOCIATES** | | |
| 2012832CC | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 5 00 |
| | | **Warrant Total:** | **5.00** |
| **Warrant #: VW 00354172** | **Payee Name: JACKSON, CALVIN C** | | |
| 10CR0589 031512 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| | | **Warrant Total·** | **325 00** |
| **Warrant #: VW 00354173** | **Payee Name: JACKSON, ERIN LARENA** | | |
| 319625 031912 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 175 50 |
| JAIL DKT 031612 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 950 00 |
| | | **Warrant Total.** | **1,125.50** |
| **Warrant #: VW 00354175** | **Payee Name: JONES LAW FIRM** | | |
| 11CR3125 030612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| 12CR0113 022812 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 123 50 |
| | | **Warrant Total:** | **513 50** |
| **Warrant #: VW 00354176** | **Payee Name: JONES, STACEY LEE** | | |
| 308827 031912 | 1101122100 - 5431221 | County Court #1 - Grady - Defense Atty Co Ct | 227 50 |
| | | **Warrant Total:** | **227.50** |
| **Warrant #: VW 00354178** | **Payee Name: KAFI LAW** | | |
| 319751 031212 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 130 00 |
| | | **Warrant Total:** | **130.00** |
| **Warrant #: VW 00354179** | **Payee Name. KLEEN JANITORIAL SUPPLY COMPANY** | | |
| 1980 | 1101211133 - 5310000 | Sheriff-Corrections - Supplies and Materials | 1,343 67 |
| | | **Warrant Total:** | **1,343.67** |
| **Warrant #: VW 00354180** | **Payee Name: KLEEN KUT LANDSCAPE SERVICE** | | |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 275 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 7,950 00 |
| | | **Warrant Total:** | **7,950.00** |
| **Warrant #: VW 00354181** | **Payee Name: LAW OFFICE OF ALEX BILL III** | | |
| 11CR3156 030112 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 243 75 |
| | | **Warrant Total:** | **243.75** |
| **Warrant #: VW 00354182** | **Payee Name: LAW OFFICE OF CS HALL PLLC** | | |
| 317406 031612 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 422 50 |
| 318405 031612 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 292 50 |
| | | **Warrant Total:** | **715.00** |
| **Warrant #: VW 00354183** | **Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC** | | |
| 316033 031912 | 1101122100 - 5431221 | County Court #1 - Grady - Defense Atty Co Ct | 438 75 |
| | | **Warrant Total:** | **438.75** |
| **Warrant #. VW 00354184** | **Payee Name: LAW OFFICE OF PAUL B KENNEDY** | | |
| 10CR3218 022712 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,085 50 |
| | | **Warrant Total:** | **1,085.50** |
| **Warrant #: VW 00354185** | **Payee Name: LCR-M LIMITED PARTNERSHIP** | | |
| 1295932 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 78 63 |
| | | **Warrant Total:** | **78.63** |
| **Warrant #· VW 00354186** | **Payee Name: LEATHERS, BILL** | | |
| 10CR3495 031512 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,430 00 |
| | | **Warrant Total:** | **1,430.00** |
| **Warrant #: VW 00354187** | **Payee Name: LEWIS & LEWIS ATTORNEYS AT LAW PLLC** | | |
| 2012989CC | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 8 00 |
| 2012991CC | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 8 00 |
| | | **Warrant Total·** | **16.00** |
| **Warrant #: VW 00354188** | **Payee Name: LEWIS, ROXANN** | | |
| RMB | 1101111000 - 5499231 | County Judge - Meeting Expense | 42 38 |
| | | **Warrant Total:** | **42.38** |
| **Warrant #: VW 00354189** | **Payee Name: LEWIS, VICKI** | | |
| 11FD3108 INV FEE | 1101000000 - 2460024 | General Fund - District Clerk Investigator | 1,200 00 |
| | | **Warrant Total.** | **1,200.00** |
| **Warrant #: VW 00354190** | **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC** | | |
| 183238 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 85 00 |
| 183276 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 132 07 |
| 183286 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 303 59 |
| 183307 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 13 00 |
| | | **Warrant Total:** | **533.66** |
| **Warrant #: VW 00354191** | **Payee Name. LINEBARGER GOGGAN BLAIR & SAMPSON LLP** | | |
| FEB 12 JP3 FEES | 1101000000 - 2291011 | General Fund - Due to Collection Agency | 10,038 53 |
| | | **Warrant Total:** | **10,038.53** |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant # VW 00354192** | **Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP** | | |
| FEB 12 JP5 FEES | 1101000000 - 2291011 | General Fund - Due to Collection Agency | 6,092 10 |
| | | **Warrant Total:** | **6,092.10** |
| **Warrant #: VW 00354193** | **Payee Name: LISTER PLUMBING** | | |
| 034551 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 380 75 |
| 034559 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 659 35 |
| | | **Warrant Total:** | **1,040 10** |
| **Warrant #· VW 00354195** | **Payee Name: LOUD, JUDY M** | | |
| 120 UNION ST | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00354196** | **Payee Name: M BRUCE FORT PC** | | |
| 11CR2645 030512 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 312 00 |
| 11CR3210 032012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 370 50 |
| | | **Warrant Total:** | **682.50** |
| **Warrant #: VW 00354197** | **Payee Name: MAILROOM FINANCE INC** | | |
| 4105 030112 | 1101159100 - 5311140 | Information Technology - Postage | 29,670 42 |
| | | **Warrant Total:** | **29,670.42** |
| **Warrant #: VW 00354198** | **Payee Name: MALONEY & PARKS LLP** | | |
| 10CR2478B | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 520 00 |
| 316944 012712 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 260 00 |
| JAIL DKT 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| JAIL DOCKET 3/12 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 950 00 |
| | | **Warrant Total:** | **2,680.00** |
| **Warrant #: VW 00354199** | **Payee Name: MARION, WILLIAM DAVID** | | |
| 04FD3121 030512 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 169 00 |
| | | **Warrant Total:** | **169 00** |
| **Warrant #: VW 00354200** | **Payee Name: MARK 1 PLUMBING INC** | | |
| 1036 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 370 00 |
| | | **Warrant Total:** | **370.00** |
| **Warrant #: VW 00354202** | **Payee Name: MARTIN, THOMAS A** | | |
| 09CR3635A 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 975 00 |
| 11CR2374 030212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| 11CR3276 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| | | **Warrant Total:** | **1,560.00** |
| **Warrant #: VW 00354203** | **Payee Name: MARTY'S CITY AUTO INC** | | |
| 1241 UNIT 3805 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 70 00 |
| | | **Warrant Total·** | **70.00** |
| **Warrant #: VW 00354204** | **Payee Name: MATAMORAS, RUBEN** | | |
| 050511 RMB | 1101000010 - 4462010 | General Government - Soc Serv Guardianshp PC Sec665 | 1,095 90 |
| | | **Warrant Total:** | **1,095.90** |
| **Warrant #. VW 00354205** | **Payee Name: MCCARNES, LOIS** | | |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 11CR2810 032012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 455 00 |
| | | **Warrant Total:** | **455 00** |
| **Warrant #: VW 00354206** | **Payee Name: MCGILL LAW FIRM, THE** | | |
| 310944 021712 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 130 00 |
| | | **Warrant Total:** | **130.00** |
| **Warrant #: VW 00354207** | **Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM** | | |
| KIT MEDICAL | 1101211131 - 5412112 | Identification Division - Sexual Assault Examination | 700 00 |
| | | **Warrant Total:** | **700.00** |
| **Warrant #: VW 00354208** | **Payee Name: MILLER, ROBERT DAVID** | | |
| 08CR0266 032012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| 11CR2683 032012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 373 75 |
| | | **Warrant Total:** | **763.75** |
| **Warrant #: VW 00354209** | **Payee Name: MILLS SHIRLEY LLP** | | |
| 536753 | 1101443100 - 5413000 | Indigent Care & Medication - Prof Serv Legal Fees | 36 35 |
| | | **Warrant Total:** | **36.35** |
| **Warrant #: VW 00354210** | **Payee Name: MOODY NATIONAL BANK** | | |
| FEB 2012 LOCKBOX | 1101151500 - 5481000 | Tax Assessor Collector - Contract Service | 5,262 39 |
| FEB 2012 REMOTE | 1101151500 - 5481000 | Tax Assessor Collector - Contract Service | 231 60 |
| | | **Warrant Total:** | **5,493.99** |
| **Warrant #: VW 00354211** | **Payee Name: MORRIS, PHILLIP W** | | |
| 11CR3250 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 520 00 |
| 11CR3567 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 650 00 |
| | | **Warrant Total:** | **1,170.00** |
| **Warrant #: VW 00354212** | **Payee Name: MOTOROLA SOLUTIONS INC** | | |
| 90919591 | 1101211133 - 5423000 | Sheriff-Corrections - Maint/Repairs Equipment | 1,035 30 |
| | | **Warrant Total:** | **1,035 30** |
| **Warrant #: VW 00354214** | **Payee Name: MUSTANG TRACTOR & EQUIPMENT CO** | | |
| PART315720 | 1101544042 - 5423000 | Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment | 183 09 |
| | | **Warrant Total:** | **183 09** |
| **Warrant #: VW 00354215** | **Payee Name: MUTCHLER, RALPH** | | |
| 10CR3476 120211 | 1101121000 - 5416000 | Justice Administration - Prof Serv Investigators | 507 30 |
| | | **Warrant Total:** | **507.30** |
| **Warrant #: VW 00354216** | **Payee Name: NATIONAL SIGN PLAZAS INC.** | | |
| 13736 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 1,495 00 |
| | | **Warrant Total:** | **1,495.00** |
| **Warrant #: VW 00354217** | **Payee Name: NB GRAPHICS LLC** | | |
| 21920 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 175 00 |
| | | **Warrant Total:** | **175 00** |
| **Warrant #: VW 00354218** | **Payee Name: NELSON, DARLENE** | | |
| 113147 | 1101000000 - 2291011 | General Fund - Due to Collection Agency | 5 00 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **5.00** |
| **Warrant #: VW 00354219** | **Payee Name: NEOPOST USA INC** | | |
| 13648687 | 1101159100 - 5310000 | Information Technology - Supplies and Materials | 138 00 |
| 13652747 | 1101159100 - 5310000 | Information Technology - Supplies and Materials | 6,609 00 |
| | | **Warrant Total:** | **6,747.00** |
| **Warrant #: VW 00354221** | **Payee Name: NRG ENERGY INC** | | |
| 39952593 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| 72795040 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 112 20 |
| | | **Warrant Total:** | **212.20** |
| **Warrant #: VW 00354222** | **Payee Name: NRG ENERGY INC** | | |
| 20421053 02/12 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 80 84 |
| 67947028 022412 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 108 22 |
| 71534044 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| 72579188 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **389.06** |
| **Warrant #: VW 00354224** | **Payee Name: OFFICE DEPOT INC** | | |
| 568860667001 | 1101211143 - 5310000 | Patrol Division - Supplies and Materials | 25 92 |
| | | **Warrant Total:** | **25.92** |
| **Warrant #: VW 00354225** | **Payee Name: ORTIZ-TAING LAW FIRM PC** | | |
| 319713 030912 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 97 50 |
| | | **Warrant Total:** | **97.50** |
| **Warrant #: VW 00354226** | **Payee Name: OTIS ELEVATOR CO CORP** | | |
| TG04457412 | 1101170100 - 5423701 | Facilities Srvs & Maintenance - Maintenance Contracts | 2,913 84 |
| | | **Warrant Total:** | **2,913.84** |
| **Warrant #: VW 00354227** | **Payee Name: OWEN ELECTRIC SUPPLY** | | |
| 2645422490 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 405 60 |
| 2645422516 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 1,041.00 |
| 2645422722 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 204 00 |
| 2645422833 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 189 00 |
| 2645422840 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 15 47 |
| 2645422885 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 235 50 |
| | | **Warrant Total:** | **2,090.57** |
| **Warrant #: VW 00354228** | **Payee Name: OZARKA NATURAL SPRING WATER** | | |
| 02C0123007437 | 1101291010 - 5310000 | Emergency Management - Supplies and Materials | 29 75 |
| | | **Warrant Total:** | **29.75** |
| **Warrant #: VW 00354229** | **Payee Name: PARKS, TAMRA** | | |
| 030712 CRT RPTR | 1101121000 - 5411102 | Justice Administration - Prof Serv Transcripts | 1,626 00 |
| 031312 CRT RPTR | 1101121000 - 5431121 | Justice Administration - Court Reporter Expense | 126 64 |
| 031612 CRT RPTR | 1101121000 - 5431121 | Justice Administration - Court Reporter Expense | 506 56 |
| | | **Warrant Total:** | **2,259.20** |
| **Warrant #: VW 00354232** | **Payee Name: PENINSULA SANITATION SERVICE INC** | | |
| 44789 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 75 00 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 44790 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 75 00 |
| 45292 | 1101544042 - 5421400 | Beach Maintenance-Rd & Bridge - Refuse Disposal | 85 00 |
| | | **Warrant Total:** | **235.00** |
| **Warrant #: VW 00354233** | | **Payee Name: PORT SUPPLY** | |
| 2605 | 1101211143 - 5423104 | Patrol Division - Maint/Repairs Boat | 76 49 |
| | | **Warrant Total:** | **76.49** |
| **Warrant #: VW 00354235** | | **Payee Name: QUINTANILLA, DONNIE** | |
| 12CR0321 031912 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 146 25 |
| 12CR0474 031412 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 178 75 |
| 319628 031912 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 81 25 |
| | | **Warrant Total:** | **406.25** |
| **Warrant #: VW 00354242** | | **Payee Name: SAENZ, ALVIN N** | |
| 12CR0427 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 357 50 |
| | | **Warrant Total:** | **357.50** |
| **Warrant #: VW 00354243** | | **Payee Name: SANTA FE AUTO PARTS INC** | |
| 83739 | 1101172111 - 5423110 | Fleet Mgmt-Galveston - Auto Maintenance | 262 34 |
| 83740 | 1101172111 - 5423110 | Fleet Mgmt-Galveston - Auto Maintenance | 82 61 |
| | | **Warrant Total:** | **344.95** |
| **Warrant #: VW 00354244** | | **Payee Name: SCHWAB, TAYLOR** | |
| 12CR0187 030912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 240 50 |
| | | **Warrant Total:** | **240 50** |
| **Warrant #: VW 00354245** | | **Payee Name: SCOTT COMPANY DRUG TESTING** | |
| 5793 | 1101211121 - 5310001 | Sheriff-Criminal Investigation - Depart Supplies-Non Cap | 116 00 |
| | | **Warrant Total:** | **116.00** |
| **Warrant #: VW 00354246** | | **Payee Name: SCOTT, SHELBY** | |
| 12CR0335 031412 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 276 25 |
| JAIL DKT 123011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| | | **Warrant Total:** | **1,226.25** |
| **Warrant #: VW 00354247** | | **Payee Name: SEASIDE ENTERPRISES INC** | |
| 200720 | 1101544042 - 5310000 | Beach Maintenance-Rd & Bridge - Supplies and Materials | 16 25 |
| 200917 | 1101544042 - 5310000 | Beach Maintenance-Rd & Bridge - Supplies and Materials | 19 18 |
| 201066 | 1101544042 - 5310000 | Beach Maintenance-Rd & Bridge - Supplies and Materials | 79 79 |
| | | **Warrant Total:** | **115.22** |
| **Warrant #. VW 00354249** | | **Payee Name: SHARP-MARX, KATHLEEN** | |
| 12JV0086 031312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| | | **Warrant Total:** | **130.00** |
| **Warrant #: VW 00354250** | | **Payee Name: SHATTUCK, BOB** | |
| PR0073154 | 1101443100 - 5413000 | Indigent Care & Medication - Prof Serv Legal Fees | 375 00 |
| PR0073197 | 1101443100 - 5413000 | Indigent Care & Medication - Prof Serv Legal Fees | 375 00 |
| | | **Warrant Total:** | **750.00** |
| **Warrant #: VW 00354253** | | **Payee Name: SOLUTIONS4SURE.COM INC** | |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Into | | Amount |
|---|---|---|---|
| B12033024V1 | 1101159100 - 5310000 | Information Technology - Supplies and Materials | 65 75 |
| B12035322V1 | 1101159100 - 5310001 | Information Technology - Depart Supplies-Non Cap FFE | 290 97 |
| | | **Warrant Total:** | **356.72** |
| **Warrant #: VW 00354256** | | **Payee Name: SOUTHERN COMPUTER WAREHOUSE** | |
| IN-000004934 | 1101159100 - 5310001 | Information Technology - Depart Supplies-Non Cap FFE | 12,063 02 |
| | | **Warrant Total:** | **12,063 02** |
| **Warrant #: VW 00354260** | | **Payee Name: STREAM ENERGY** | |
| 1116693283 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 115 37 |
| 1158019243 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| 1196370582 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 84 39 |
| | | **Warrant Total:** | **299.76** |
| **Warrant #: VW 00354261** | | **Payee Name: SUHLER, DAVID** | |
| 12CR0548 030712 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 270 00 |
| | | **Warrant Total:** | **270.00** |
| **Warrant #: VW 00354263** | | **Payee Name: SULLIVAN, MISTY** | |
| FEB 2012 MLG | 1101443100 - 5496301 | Indigent Care & Medication - Auto Mileage | 528 92 |
| | | **Warrant Total:** | **528.92** |
| **Warrant #: VW 00354264** | | **Payee Name: SUN COAST RESOURCES INC** | |
| 91212746 FEB | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 50 00 |
| 91212762 FEB | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 50 00 |
| 91212780 FEB | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 50 00 |
| 91223060 | 1101172111 - 5322010 | Fleet Mgmt-Galveston - Auto Fuel Expense | 5,440 37 |
| | | **Warrant Total:** | **5,590.37** |
| **Warrant #: VW 00354265** | | **Payee Name. SUNCOAST INVESTMENT GROUP LLC** | |
| 3408 ORANGE AVE | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00354266** | | **Payee Name: TAGLE, GLINDA** | |
| 4714 OLEANDER A | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00354267** | | **Payee Name: TAMBORELLO, GUS G.** | |
| 20121099CC | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 175 00 |
| | | **Warrant Total·** | **175.00** |
| **Warrant #: VW 00354268** | | **Payee Name: TAYLOR, ANGELA M** | |
| 11CR2525 030212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 471 25 |
| | | **Warrant Total:** | **471.25** |
| **Warrant #: VW 00354270** | | **Payee Name: TEXAS ASSOCIATION OF MUSEUMS** | |
| 2012 MEMBERSHIP | 1101513200 - 5498000 | Galveston County Museum - Membership And Dues | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00354271** | | **Payee Name: TEXAS ASSOCIATION OF COUNTY AUDITORS** | |
| 2012 DUES | 1101151300 - 5498000 | County Auditor - Membership And Dues | 415 00 |
| | | **Warrant Total:** | **415.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354273** | **Payee Name: TEXAS DEPARTMENT OF AGRICULTURE** | | |
| 00901775 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 24 00 |
| | | **Warrant Total:** | **24 00** |
| **Warrant #: VW 00354274** | **Payee Name: TEXAS DEPARTMENT OF LICENSING &** | | |
| REPORT OF INSP | 1101170100 - 5423701 | Facilities Srvs & Maintenance - Maintenance Contracts | 140 00 |
| | | **Warrant Total:** | **140 00** |
| **Warrant #: VW 00354279** | **Payee Name: TREADCO INC** | | |
| 0111076944 | 1101544042 - 5423000 | Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment | 350 00 |
| | | **Warrant Total:** | **350 00** |
| **Warrant #: VW 00354280** | **Payee Name: TREE-MENDUS** | | |
| 2/9/12 | 1101522020 - 5428010 | Parks Department - Forestry Services | 1,375 00 |
| | | **Warrant Total:** | **1,375 00** |
| **Warrant #: VW 00354281** | **Payee Name: TREVINO, ISMAEL** | | |
| 11CR0440 030912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 471 25 |
| | | **Warrant Total:** | **471.25** |
| **Warrant #: VW 00354283** | **Payee Name: TXU ENERGY RETAIL COMPANY LP** | | |
| 100013017640 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00354287** | **Payee Name: VELLA, RONALD F** | | |
| 031912 CRT RPTR | 1101121000 - 5411102 | Justice Administration - Prof Serv Transcripts | 339 00 |
| | | **Warrant Total.** | **339 00** |
| **Warrant #: VW 00354288** | **Payee Name: WALLACE, PHYLLIS M.** | | |
| 842923 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 5 00 |
| | | **Warrant Total:** | **5 00** |
| **Warrant #: VW 00354289** | **Payee Name: WALMART** | | |
| 01866 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 36 53 |
| 03488 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 70 10 |
| 04654 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 97 41 |
| 07282 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 7 22 |
| 08255 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 38 84 |
| | | **Warrant Total:** | **250.10** |
| **Warrant #: VW 00354290** | **Payee Name: WAITER OIL & GAS CORPORATION** | | |
| 845562 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 10 50 |
| | | **Warrant Total:** | **10.50** |
| **Warrant #: VW 00354291** | **Payee Name: WASHINGTON, T. PHILIP** | | |
| 2/26-29/12 TRVL | 1101127100 - 5496301 | District Attorney - Auto Mileage | 250 86 |
| | | **Warrant Total:** | **250 86** |
| **Warrant #: VW 00354292** | **Payee Name: WASTE MANAGEMENT INC** | | |
| 165427417911 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 404 22 |
| | | **Warrant Total:** | **404.22** |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354293** | **Payee Name: WATKINS, GENE ANTONE** | | |
| 318215 031512 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 390 00 |
| | | **Warrant Total:** | **390.00** |
| **Warrant #: VW 00354294** | **Payee Name: WEBER, WINIFRED B** | | |
| 11CR2921 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 227 50 |
| 316107 031912 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 178 75 |
| | | **Warrant Total:** | **406 25** |
| **Warrant #: VW 00354295** | **Payee Name: WEINRAUB ENTERPRISES** | | |
| 089650 | 1101223900 - 5310000 | Constable Pct #6 - Comeaux - Supplies and Materials | 85 60 |
| | | **Warrant Total:** | **85 60** |
| **Warrant #: VW 00354297** | **Payee Name: WHITENACK, GENE** | | |
| 0315121 | 1101544042 - 5421400 | Beach Maintenance-Rd & Bridge - Refuse Disposal | 425 00 |
| | | **Warrant Total:** | **425 00** |
| **Warrant #: VW 00354298** | **Payee Name. WILLIAMS, MELISSA** | | |
| FEB 2012 MLG | 1101126100 - 5496301 | District Clerk - Auto Mileage | 121 00 |
| | | **Warrant Total:** | **121.00** |
| **Warrant #: VW 00354299** | **Payee Name: XEROX CORPORATION** | | |
| COG2001C2 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 71,952 40 |
| | | **Warrant Total:** | **71,952.40** |
| **Warrant #: VW 00354300** | **Payee Name: ZENDEH DEL AND ASSOCIATES PLLC** | | |
| 12JV0046 031512 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 105 63 |
| FEB 2012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,800 00 |
| | | **Warrant Total:** | **1,905 63** |
| | | **FUND 1101 TOTAL:** | **658,870.97** |

## FUND: 2111 Tx Assess/Coll Sp Inv Tx Fund

| | | | |
|---|---|---|---|
| **Warrant #· VW 00354248** | **Payee Name: SECRETARY OF STATE** | | |
| 8/20-22/12 | 2111151551 - 5495100 | Special Inventory Tax - Education | 300 00 |
| | | **Warrant Total:** | **300.00** |
| | | **FUND 2111 TOTAL:** | **300.00** |

## FUND: 2131 DA Seized Funds Afte Aft 10/89

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354259** | **Payee Name: STATE BAR OF TEXAS** | | |
| MCLE ACCRED FEES | 2131127132 - 5495112 | DA Seized Funds Afte Aft 10/89 - Training | 105 00 |
| | | **Warrant Total:** | **105.00** |
| **Warrant #. VW 00354291** | **Payee Name: WASHINGTON, T. PHILIP** | | |
| 2/26-29/12 TRVL | 2131127132 - 5495112 | DA Seized Funds Afte Aft 10/89 - Training | 138 00 |
| | | **Warrant Total:** | **138.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **FUND 2131 TOTAL:** | **243.00** |

## FUND: 2205 Courthouse Security Fund

**Warrant #: VW 00354148** **Payee Name: G & K SERVICES**

| | | | |
|---|---|---|---|
| 1030821172 | 2205295100 - 5312101 | Courthouse Security - Uniform Expense | 35 00 |
| | | **Warrant Total:** | **35.00** |
| | | **FUND 2205 TOTAL:** | **35.00** |

## FUND: 2211 Law Library

**Warrant #: VW 00354236** **Payee Name: REED ELSEVIER INC**

| | | | |
|---|---|---|---|
| 1202091911 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 460 00 |
| | | **Warrant Total:** | **460.00** |

**Warrant #: VW 00354258** **Payee Name: STATE BAR OF TEXAS**

| | | | |
|---|---|---|---|
| SALE244530 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 137 00 |
| | | **Warrant Total:** | **137.00** |

**Warrant #: VW 00354296** **Payee Name: WEST PUBLISHING CORPORATION**

| | | | |
|---|---|---|---|
| 824510974 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 9,661 69 |
| 824512200 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 4,213 22 |
| 824536566 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 2,636 41 |
| | | **Warrant Total:** | **16,511.32** |
| | | **FUND 2211 TOTAL:** | **17,108.32** |

## FUND: 2212 Mediation Services Prog Fund

**Warrant #: VW 00354238** **Payee Name: RESOURCE AND CRISIS CENTER OF**

| | | | |
|---|---|---|---|
| FEB 2012 SRVC | 2212125300 - 5432011 | Mediation Services - Mediation Services | 900 00 |
| | | **Warrant Total:** | **900.00** |
| | | **FUND 2212 TOTAL:** | **900.00** |

## FUND: 2220 Adult Probation Fund

**Warrant #: VW 00354223** **Payee Name: NULL LAIRSON PC**

| | | | |
|---|---|---|---|
| 960215 | 2220255100 - 5414200 | Adult Probation - Prof Serv Audit Fees | 4,000 00 |
| | | **Warrant Total:** | **4,000.00** |

**Warrant #: VW 00354231** **Payee Name: PATHWAY TO RECOVERY INC**

| | | | |
|---|---|---|---|
| FEB 12 SRVC | 2220255100 - 5481000 | Adult Probation - Contract Service | 502 00 |
| | | **Warrant Total:** | **502.00** |
| | | **FUND 2220 TOTAL:** | **4,502.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 2230 Juvenile Justice Fund** | | | |
| **Warrant #: VW 00354074** | **Payee Name: ABL MANAGEMENT INC** | | |
| 188336 | 2230256118 - 5314301 | Detention - Kitchen Supplies | 58 86 |
| 188336 | 2230256118 - 5481199 | Detention - Food Service Contract | 1,896 93 |
| 188336 | 2230256119 - 5481199 | Post Program - Food Service Contract | 611 81 |
| | | **Warrant Total:** | **2,567 60** |
| **Warrant #: VW 00354086** | **Payee Name: AMERICAN RED CROSS** | | |
| 10052964 | 2230256105 - 5495100 | Juv Justice - Administration - Education | 95 00 |
| | | **Warrant Total:** | **95.00** |
| **Warrant #: VW 00354150** | **Payee Name: GALVESTON COUNTY EMERGENCY** | | |
| 20120313 | 2230256118 - 5423000 | Detention - Maint/Repairs Equipment | 584 76 |
| | | **Warrant Total:** | **584.76** |
| **Warrant #: VW 00354169** | **Payee Name: INNOVATIVE ALTERNATIVES INC** | | |
| FEB TRAININ | 2230256105 - 5495100 | Juv Justice - Administration - Education | 1,000 00 |
| | | **Warrant Total:** | **1,000.00** |
| **Warrant #: VW 00354289** | **Payee Name: WALMART** | | |
| 06943 | 2230256118 - 5316011 | Detention - Pharmaceuticals Supplies | 201 62 |
| | | **Warrant Total:** | **201.62** |
| | | **FUND 2230 TOTAL:** | **4,448.98** |
| **FUND: 2242 Sheriff's Seizure Aft 10/89** | | | |
| **Warrant #: VW 00354153** | **Payee Name: GALVESTON COUNTY SHERIFF'S DEPT** | | |
| 329474 | 2242211124 - 5600500 | Sheriff's Seizure Aft 10/89 - Petty Cash | 100 00 |
| 329478 | 2242211124 - 5600500 | Sheriff's Seizure Aft 10/89 - Petty Cash | 200 00 |
| 329481 | 2242211124 - 5600500 | Sheriff's Seizure Aft 10/89 - Petty Cash | 300 00 |
| | | **Warrant Total:** | **600.00** |
| **Warrant #: VW 00354212** | **Payee Name: MOTOROLA SOLUTIONS INC** | | |
| 90905467 | 2242211124 - 5423000 | Sheriff's Seizure Aft 10/89 - Maint/Repairs Equipment | 515 10 |
| | | **Warrant Total:** | **515.10** |
| | | **FUND 2242 TOTAL:** | **1,115.10** |
| **FUND: 2301 Road & Bridge Fund** | | | |
| **Warrant #: VW 00354080** | **Payee Name: ALVIN EQUIPMENT CO INC** | | |
| IV50235 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 31 80 |
| | | **Warrant Total:** | **31.80** |
| **Warrant #: VW 00354081** | **Payee Name: ALWAYS SAFETY AND 1ST AID INC** | | |
| 29263 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 932 25 |
| 29264 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 1,195 80 |
| | | **Warrant Total:** | **2,128.05** |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #. VW 00354091** | **Payee Name: B & B ICE INC** | | |
| 3921211 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 50 00 |
| | | **Warrant Total:** | **50.00** |
| **Warrant #: VW 00354092** | **Payee Name: BACLIFF BUILDERS SUPPLY INC.** | | |
| 10312 | 2301312120 - 5319222 | FM & Lateral Road - Materials Traffic Signs | 357 39 |
| 10468 | 2301312120 - 5319222 | FM & Lateral Road - Materials Traffic Signs | 72 90 |
| 10469 030912 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 7 99 |
| 10471 | 2301312120 - 5319222 | FM & Lateral Road - Materials Traffic Signs | 14 76 |
| 10500 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 65 97 |
| | | **Warrant Total:** | **519.01** |
| **Warrant #: VW 00354103** | **Payee Name: BROOKSIDE EQUIP SALES INC** | | |
| IL29187 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 93 65 |
| IL29277 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 198 58 |
| IL29365 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 88 80 |
| IL29462 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 80 80 |
| IL29835 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 355 00 |
| | | **Warrant Total:** | **816.83** |
| **Warrant #: VW 00354105** | **Payee Name: C K G SERVICES LLC** | | |
| 9020 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 365 00 |
| | | **Warrant Total:** | **365.00** |
| **Warrant #. VW 00354106** | **Payee Name: CALICO WELDING SUPPLY CO** | | |
| RL72882 | 2301312110 - 5481000 | Administration - Contract Service | 156 00 |
| | | **Warrant Total:** | **156 00** |
| **Warrant #: VW 00354112** | **Payee Name: CENTURY ASPHALT LTD** | | |
| 158562 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 12,116 01 |
| 158621 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 12,055 36 |
| 158694 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 7,128 67 |
| | | **Warrant Total.** | **31,300.04** |
| **Warrant #. VW 00354117** | **Payee Name: CLEVELAND ASPHALT PRODUCTS INC** | | |
| 10410 | 2301312120 - 5353011 | FM & Lateral Road - Road Oils & Emulsions | 11,247 91 |
| | | **Warrant Total:** | **11,247 91** |
| **Warrant #: VW 00354118** | **Payee Name: COASTAL WIPERS INC** | | |
| 23629 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 1,050 00 |
| | | **Warrant Total:** | **1,050.00** |
| **Warrant #: VW 00354190** | **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC** | | |
| 183282 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 14 50 |
| | | **Warrant Total:** | **14.50** |
| **Warrant # VW 00354201** | **Payee Name: MARTIN RESOURCE MANAGEMENT** | | |
| 294199 | 2301312120 - 5353011 | FM & Lateral Road - Road Oils & Emulsions | 522 90 |
| | | **Warrant Total:** | **522 90** |
| **Warrant #: VW 00354214** | **Payee Name: MUSTANG TRACTOR & EQUIPMENT CO** | | |
| PART3157619 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 201 32 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| PART3157621 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 272 46 |
| PART3158332 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 90 33 |
| | | **Warrant Total:** | **564.11** |
| **Warrant #: VW 00354220** | **Payee Name: NORTHERN TOOL EQUIPMENT COMPANY** | | |
| 25738809 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 151 96 |
| | | **Warrant Total:** | **151.96** |
| **Warrant #: VW 00354230** | **Payee Name: PAT'S DEMOLITION AND DEBRIS REMOVAL** | | |
| 00029027 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 120 89 |
| | | **Warrant Total:** | **120.89** |
| **Warrant #: VW 00354232** | **Payee Name: PENINSULA SANITATION SERVICE INC** | | |
| 45293 | 2301312120 - 5421411 | FM & Lateral Road - Garbage/Landfill Services | 75 00 |
| | | **Warrant Total:** | **75.00** |
| **Warrant #: VW 00354234** | **Payee Name: PROLINE MATERIALS INC** | | |
| 4511 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 5,750 75 |
| | | **Warrant Total:** | **5,750.75** |
| **Warrant #: VW 00354239** | **Payee Name: ROMCO INC** | | |
| 11047077 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 243 88 |
| | | **Warrant Total:** | **243.88** |
| **Warrant #: VW 00354251** | **Payee Name: SHERWIN WILLIAMS PAINT CORP** | | |
| 53381 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 114 38 |
| | | **Warrant Total** | **114 38** |
| **Warrant #: VW 00354257** | **Payee Name: SOUTHWEST T & I INC** | | |
| 1961581 | 2301312110 - 5481000 | Administration - Contract Service | 203 00 |
| 1961817 | 2301312110 - 5481000 | Administration - Contract Service | 324 80 |
| | | **Warrant Total:** | **527.80** |
| **Warrant #: VW 00354264** | **Payee Name: SUN COAST RESOURCES INC** | | |
| 91188045 | 2301312120 - 5322010 | FM & Lateral Road - Auto Fuel Expense | 1,402 50 |
| 91189914 | 2301312120 - 5322010 | FM & Lateral Road - Auto Fuel Expense | 5,965 65 |
| 91229617 | 2301312120 - 5322010 | FM & Lateral Road - Auto Fuel Expense | 12,474 87 |
| | | **Warrant Total:** | **19,843.02** |
| **Warrant #: VW 00354282** | **Payee Name: TUBING AND METRICS HYDRAULICS INC** | | |
| 65750 03/12/12 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 112 83 |
| 65782 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 35 80 |
| | | **Warrant Total:** | **148.63** |
| | | **FUND 2301 TOTAL:** | **75,742.46** |

## FUND: 2370 Flood Control Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354076** | **Payee Name: ACT PIPE AND SUPPLY INC** | | |
| 635917 | 2370296100 - 5353013 | Flood Control - Materials Culverts/Bridges | 1,802 40 |
| | | **Warrant Total:** | **1,802.40** |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354082** | **Payee Name: AM-MEX RESTAURANT INC** | | |
| 3000112 | 2370190100 - 5498003 | County Engineer - Dickinson Bayou Steer Comm Dues | 272 80 |
| | | **Warrant Total:** | **272.80** |
| **Warrant #: VW 00354103** | **Payee Name: BROOKSIDE EQUIP SALES INC** | | |
| IL29627 | 2370296121 - 5423000 | Seawall Maintenance - Maint/Repairs Equipment | 97 59 |
| | | **Warrant Total:** | **97.59** |
| **Warrant #: VW 00354170** | **Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO** | | |
| 24256 | 2370296121 - 5310000 | Seawall Maintenance - Supplies and Materials | 466 00 |
| | | **Warrant Total:** | **466.00** |
| **Warrant #: VW 00354227** | **Payee Name: OWEN ELECTRIC SUPPLY** | | |
| 3975444255 | 2370296121 - 5423401 | Seawall Maintenance - Maint/Repairs Pumps & Gates | 24 00 |
| | | **Warrant Total:** | **24.00** |
| **Warrant #: VW 00354269** | **Payee Name: TENNILLE INC** | | |
| 64854 | 2370296121 - 5423401 | Seawall Maintenance - Maint/Repairs Pumps & Gates | 470 00 |
| | | **Warrant Total:** | **470.00** |
| **Warrant #: VW 00354272** | **Payee Name: TEXAS CITY FEED AND SUPPLY** | | |
| 027105 | 2370296121 - 5310000 | Seawall Maintenance - Supplies and Materials | 600 00 |
| | | **Warrant Total:** | **600.00** |
| | | **FUND 2370 TOTAL:** | **3,732.79** |

## FUND: 2410 Mosquito Control District Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00000380** | **Payee Name: CLASSIC AUTOPLEX GALVESTON** | | |
| 700379 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 109 48 |
| | | **Warrant Total:** | **109.48** |
| **Warrant #: VW 00354090** | **Payee Name: AUTOZONE INC** | | |
| 1579629695 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 33 45 |
| | | **Warrant Total:** | **33.45** |
| **Warrant #: VW 00354213** | **Payee Name: MOUSER ELECTRONICS** | | |
| 20594467 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 755 39 |
| 20607331 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 39 39 |
| | | **Warrant Total:** | **794.78** |
| | | **FUND 2410 TOTAL:** | **937.71** |

## FUND: 2501 Child Welfare Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354237** | **Payee Name: RESOLVE IT, INC** | | |
| OCT 11 SEPT 13 | 2501443300 - 5495511 | Child Welfare - Community Education | 10,000 00 |
| | | **Warrant Total:** | **10,000.00** |
| **Warrant #: VW 00354240** | **Payee Name: ROSS** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 14242 | 2501443300 - 5312100 | Child Welfare - Clothing Expense | 300 00 |
| | | **Warrant Total.** | **300.00** |
| **Warrant #: VW 00354285** | **Payee Name: UTMB** | | |
| 41 | 2501443300 - 5412133 | Child Welfare - Physicians Assistant | 4,657 00 |
| | | **Warrant Total·** | **4,657.00** |
| | | **FUND 2501 TOTAL:** | **14,957.00** |

## FUND: 2824 Adult Probation Community

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354231** | **Payee Name: PATHWAY TO RECOVERY INC** | | |
| FEB 12 SRVC | 2824255110 - 5481000 | Special Substance Abuse - Contract Service | 364 00 |
| | | **Warrant Total:** | **364.00** |
| | | **FUND 2824 TOTAL:** | **364.00** |

## FUND: 2841 Juvenile Probation-State Aid

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354177** | **Payee Name: JOSEPH, JUNE** | | |
| FEB 2012 MLG | 2841256124 - 5496301 | Co Cash Match - St Aid A - Auto Mileage | 247 53 |
| | | **Warrant Total·** | **247.53** |
| | | **FUND 2841 TOTAL:** | **247.53** |

## FUND: 2864 Auto Crimes Task Force Grant

| | | | |
|---|---|---|---|
| **Warrant #. VW 00354089** | **Payee Name: AT&T MOBILITY** | | |
| 2870246075050312 | 2864211126 - 5492100 | Auto Crime Task Force - Wireless MCT Service | 56 47 |
| | | **Warrant Total:** | **56.47** |
| | | **FUND 2864 TOTAL:** | **56.47** |

## FUND: 2892 State Homeland Security Grant

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354138** | **Payee Name: ENGRAPHICS** | | |
| 49007 | 2892291119 - 5310000 | 2010 CCP Grant - Supplies and Materials | 175 00 |
| | | **Warrant Total:** | **175.00** |
| | | **FUND 2892 TOTAL:** | **175.00** |

## FUND: 2914 CDBG Housing Program

| | | | |
|---|---|---|---|
| **Warrant #: VW 00000381** | **Payee Name: DSW HOMES LLC** | | |
| 111442 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -7,455 64 |
| 111442 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 74,556 42 |
| 111704 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,058 95 |
| 111704 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 29,339 53 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 111704 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 21,250 00 |
| | | **Warrant Total:** | **112,631.36** |
| **Warrant #: VW 00000382** | **Payee Name: GALVESTON NEWSPAPERS INC** | | |
| 0103957 | 2914152500 - 5317000 | Administration - Books & Periodicals | 11 75 |
| | | **Warrant Total:** | **11.75** |
| **Warrant #. VW 00354084** | **Payee Name: AMERICAN HOMESTAR CORPORATION** | | |
| 1081 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -13,736 20 |
| 1081 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 112,168 00 |
| 1081 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 25,194 00 |
| 1082 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -14,354 70 |
| 1082 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 118,353 00 |
| 1082 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 25,194 00 |
| 1083 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -10,673 30 |
| 1083 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 106,733 00 |
| | | **Warrant Total:** | **348,877.80** |
| **Warrant #: VW 00354174** | **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC** | | |
| 23219 030912 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,362 00 |
| | | **Warrant Total:** | **1,362.00** |
| **Warrant # VW 00354262** | **Payee Name: SULLIVAN LAND SERVICES LTD** | | |
| 2011725 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,741 86 |
| 2011725 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 37,418 62 |
| | | **Warrant Total:** | **33,676.76** |
| | | **FUND 2914 TOTAL:** | **496,559.67** |

## FUND: 2921 Senior Citizens Grant Prog

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354286** | **Payee Name: VALLEY SERVICES INC** | | |
| IVC162294 | 2921451156 - 5448116 | Title IIIC - Raw Food/Home Delivered | 2,991 36 |
| | | **Warrant Total:** | **2,991 36** |
| | | **FUND 2921 TOTAL:** | **2,991.36** |

## FUND: 2994 Disaster Recovery - Ike

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354096** | **Payee Name: BECK DISASTER RECOVERY INC** | | |
| 0106612 | 2994299135 - 5481000 | JWW-133 Priv Prop Debris Rmvl - Contract Service | 212 50 |
| | | **Warrant Total:** | **212 50** |
| **Warrant #: VW 00354119** | **Payee Name: COBB FENDLEY & ASSOCIATES** | | |
| 236737 | 2994299761 - 5481000 | Ft Travis Roadway/Walkway - Contract Service | 58,541 61 |
| | | **Warrant Total:** | **58,541.61** |
| | | **FUND 2994 TOTAL:** | **58,754.11** |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 3100 County Capital Projects Fund** | | | |
| **Warrant #: VW 00354137** | **Payee Name: EDOCUMENT RESOURCES LLC** | | |
| 503045 | 3100159126 - 5754095 | IT Capital Projects - Imaging | 4,187 07 |
| | | **Warrant Total:** | **4,187.07** |
| | | **FUND 3100 TOTAL:** | **4,187.07** |
| **FUND: 3120 Limited Tax Cnty Bldg Bds Sr09** | | | |
| **Warrant #: VW 00354104** | **Payee Name: BURTS AIR CONDITIONING & HEATING** | | |
| 15691 | 3120179331 - 5722000 | Animal Resource Center - Construction Bldg Capital Outl | 10,266 00 |
| | | **Warrant Total:** | **10,266.00** |
| **Warrant #: VW 00354224** | **Payee Name: OFFICE DEPOT INC** | | |
| 601394439001 | 3120179331 - 5746010 | Animal Resource Center - Capitalized Furn,Fix,& Equip | 1,079 80 |
| | | **Warrant Total:** | **1,079.80** |
| **Warrant #: VW 00354284** | **Payee Name UNBEHAGEN, O C** | | |
| 03/12 | 3120179010 - 5481000 | Administration - Contract Service | 6,666 66 |
| | | **Warrant Total:** | **6,666 66** |
| | | **FUND 3120 TOTAL:** | **18,012.46** |
| **FUND: 3312 Unltd Tax Road Bonds Sr 2009** | | | |
| **Warrant #: VW 00354099** | **Payee Name: BINKLEY & BARFIELD INC** | | |
| 16983 | 3312312111 - 5731133 | Non-County Roads - Stewart Rd-Cove View to 7mi | 24,909 45 |
| 16984 | 3312312111 - 5731134 | Non-County Roads - Stewart Rd Re-Aligned | 15,086 25 |
| 17008 | 3312312111 - 5731119 | Non-County Roads - FM 646-SH3/FM1764 | 19,925 46 |
| | | **Warrant Total:** | **59,921.16** |
| **Warrant #: VW 00354130** | **Payee Name: DEVONA, JIMMY AND GALE** | | |
| PARCEL 124 | 3312000000 - 2295020 | Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State | 2,486 00 |
| PARCEL 126 | 3312000000 - 2295020 | Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State | 2,174 00 |
| | | **Warrant Total.** | **4,660.00** |
| **Warrant #: VW 00354165** | **Payee Name: HALFF ASSOCIATES** | | |
| H158726 | 3312312111 - 5731171 | Non-County Roads - Palmer Hwy | 15,420 34 |
| H159671 | 3312312111 - 5731171 | Non-County Roads - Palmer Hwy | 11 89 |
| | | **Warrant Total:** | **15,432.23** |
| **Warrant #: VW 00354194** | **Payee Name: LJA ENGINEERING & SURVEYING INC** | | |
| 20120953 | 3312312111 - 5731162 | Non-County Roads - City Streets - Kemah | 4,150 00 |
| | | **Warrant Total:** | **4,150.00** |
| **Warrant #: VW 00354254** | **Payee Name: SOUTH LAND TITLE LLC** | | |
| 612 | 3312000000 - 2295020 | Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State | 256 00 |
| 613 | 3312000000 - 2295020 | Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State | 256 00 |
| | | **Warrant Total.** | **512.00** |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354255** | **Payee Name: SOUTH LAND TITLE LLC** | | |
| 614 | 3312000000 - 2295020 | Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State | 256 00 |
| | | **Warrant Total:** | **256.00** |
| | | **FUND 3312 TOTAL:** | **84,931.39** |

## FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354107** | **Payee Name: CAREHERE LLC** | | |
| 7188 | 6123155021 - 5417208 | Group Insurance - CareHere Supplemental Fee | 27,364 16 |
| | | **Warrant Total:** | **27,364.16** |
| | | **FUND 6123 TOTAL:** | **27,364.16** |

## FUND: 6130 Self Insurance Reserve Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354161** | **Payee Name: GULF COAST COMPLETE MARINE SERVICE INC** | | |
| 1410 | 6130151431 - 5491505 | General Self Insurance - Claims Equipment | 2,913 67 |
| | | **Warrant Total:** | **2,913.67** |
| **Warrant #: VW 00354241** | **Payee Name: RUST EWING WATT & HANEY INC** | | |
| 2/19/12-2/19/13 | 6130151431 - 5491700 | General Self Insurance - Insurance Public Officials | 1,774 00 |
| 51100822 | 6130151431 - 5491700 | General Self Insurance - Insurance Public Officials | 763 00 |
| | | **Warrant Total:** | **2,537.00** |
| **Warrant #: VW 00354276** | **Payee Name: TEXAS LAWYERS INSURANCE EXCHANGE** | | |
| 4/13/12-4/13/13 | 6130151431 - 5491700 | General Self Insurance - Insurance Public Officials | 1,500 00 |
| | | **Warrant Total:** | **1,500.00** |
| | | **FUND 6130 TOTAL:** | **6,950.67** |

## FUND: 7605 Escrow Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354093** | **Payee Name: BARAN, JOHN STEPHEN** | | |
| CONF STAY REFUND | 7605000000 - 2295016 | Escrow Fund - Proceed Held for Owner | 1,700 00 |
| | | **Warrant Total:** | **1,700.00** |
| **Warrant #: VW 00354252** | **Payee Name: SMOTHERMAN, JAMES** | | |
| 715676 CS#318247 | 7605000000 - 2473030 | Escrow Fund - CO Crt Restit-Due to Victims | 250 00 |
| | | **Warrant Total:** | **250.00** |
| **Warrant #: VW 00354275** | **Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY** | | |
| 3297 | 7605000000 - 2473030 | Escrow Fund - CO Crt Restit-Due to Victims | 140 00 |
| | | **Warrant Total:** | **140 00** |
| **Warrant #: VW 00354277** | **Payee Name: TEXAS PARKS AND WILDLIFE DEPT** | | |
| FEB 2012 JP6 FEE | 7605000000 - 2476007 | Escrow Fund - Tx Parks & Wildlife Fines 85% | 827 20 |
| | | **Warrant Total:** | **827.20** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354278** | **Payee Name: TEXAS PARKS AND WILDLIFE DEPT** | | |
| FEB 12 JP5 FEES | 7605000000 - 2476007 | Escrow Fund - Tx Parks & Wildlife Fines 85% | 870 25 |
| | | **Warrant Total:** | **870.25** |
| | | **FUND 7605 TOTAL:** | **3,787.45** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

## Summary of All Funds

| Fund | | Amount |
|---|---|---|
| 1101 | General Fund | 658,870 97 |
| 2111 | Tx Assess/Coll Sp Inv Tx Fund | 300 00 |
| 2131 | DA Seized Funds Afte Aft 10/89 | 243 00 |
| 2205 | Courthouse Security Fund | 35 00 |
| 2211 | Law Library | 17,108 32 |
| 2212 | Mediation Services Prog Fund | 900 00 |
| 2220 | Adult Probation Fund | 4,502 00 |
| 2230 | Juvenile Justice Fund | 4,448 98 |
| 2242 | Sheriff's Seizure Aft 10/89 | 1,115 10 |
| 2301 | Road & Bridge Fund | 75,742.46 |
| 2370 | Flood Control Fund | 3,732 79 |
| 2410 | Mosquito Control District Fund | 937 71 |
| 2501 | Child Welfare Fund | 14,957 00 |
| 2824 | Adult Probation Community | 364 00 |
| 2841 | Juvenile Probation-State Aid | 247 53 |
| 2864 | Auto Crimes Task Force Grant | 56 47 |
| 2892 | State Homeland Security Grant | 175 00 |
| 2914 | CDBG Housing Program | 496,559 67 |
| 2921 | Senior Citizens Grant Prog | 2,991 36 |
| 2994 | Disaster Recovery - Ike | 58,754 11 |
| 3100 | County Capital Projects Fund | 4,187 07 |
| 3120 | Limited Tax Cnty Bldg Bds Sr09 | 18,012 46 |
| 3312 | Unltd Tax Road Bonds Sr 2009 | 84,931 39 |
| 6123 | Group,Wrks'Comp,Unemplmnt Ins | 27,364 16 |
| 6130 | Self Insurance Reserve Fund | 6,950 67 |
| 7605 | Escrow Fund | 3,787 45 |
| | **Grand Total:** | **1,487,274.67** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/27/2012

**Approved Order to pay by Commissioners Court this day** April 3 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**

**Stephen D. Holmes, Galveston County Commissioner, Pct 3**

**Kenneth Clark, Galveston County Commissioner, Pct 4**

**ATTEST:**

**Dwight D. Sullivan, County Clerk**

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354074 | 702471 | ABL MANAGEMENT INC | 03/27/12 | 37,789 39 | MW | OH | | |
| A200354075 | 713428 | ABM JANITORIAL SERVICES - SOU | 03/27/12 | 1,601 84 | MW | OH | | |
| A200354076 | 700616 | ACT PIPE AND SUPPLY INC | 03/27/12 | 1,802 40 | MW | OH | | |
| A200354077 | 405133 | AIMS COMPANY AND ASSOCIATES | 03/27/12 | 2 100 00 | MW | OH | | |
| A200354078 | 013524 | ALERT ALARM BURG AND FIRE PRO | 03/27/12 | 75 00 | MW | OH | | |
| A200354079 | 017004 | ALL AMERICA SALES CORPORATION | 03/27/12 | 85 48 | MW | OH | | |
| A200354080 | 013177 | ALVIN EQUIPMENT CO INC | 03/27/12 | 31 80 | MW | OH | | |
| A200354081 | 707451 | ALWAYS SAFETY AND 1ST AID INC | 03/27/12 | 2 128 05 | MW | OH | | |
| A200354082 | 708154 | AM-MEX RESTAURANT INC | 03/27/12 | 272 80 | MW | OH | | |
| A200354083 | 709623 | AMBIT ENERGY LP | 03/27/12 | 100 00 | MW | OH | | |
| A200354084 | 711548 | AMERICAN HOMESTAR CORPORATION | 03/27/12 | 348,877 80 | MW | OH | | |
| A200354085 | 405573 | AMERICAN MECHANICAL SERVICES | 03/27/12 | 15,839 15 | MW | OH | | |
| A200354086 | 407370 | AMERICAN RED CROSS | 03/27/12 | 95 00 | MW | OH | | |
| A200354087 | 714319 | AMERICAN TITLE COMPANY OF HOU | 03/27/12 | 5 00 | MW | OH | | |
| A200354088 | 709811 | AMERIWASTE OF TEXAS LLC | 03/27/12 | 823 67 | MW | OH | | |
| A200354089 | 709784 | AT&T MOBILITY | 03/27/12 | 56 47 | MW | OH | | |
| A200354090 | 712485 | AUTOZONE INC | 03/27/12 | 33 45 | MW | OH | | |
| A200354091 | 709331 | B & B ICE INC | 03/27/12 | 50 00 | MW | OH | | |
| A200354092 | 021030 | BACLIFF BUILDERS SUPPLY INC | 03/27/12 | 519 01 | MW | OH | | |
| A200354093 | 714338 | BARAN, JOHN STEPHEN | 03/27/12 | 1,700 00 | MW | OH | | |
| A200354094 | 714359 | BARNETT, SHENEKAVA | 03/27/12 | 30 00 | MW | OH | | |
| A200354095 | 709910 | BARNETT, STEPHANIE B | 03/27/12 | 1,248 00 | MW | OH | B7 | |
| A200354096 | 710073 | BECK DISASTER RECOVERY INC | 03/27/12 | 212 50 | MW | OH | | |
| A200354097 | 712283 | BEHRANA, SONIA | 03/27/12 | 950 00 | MW | OH | B7 | |
| A200354098 | 709299 | BELL INVESTIGATION COMPANY | 03/27/12 | 862 50 | MW | OH | B7 | |
| A200354099 | 711556 | BINKLEY & BARFIELD INC | 03/27/12 | 59,921 16 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354100 | 712882 | BOB J JOHNSON & ASSOCIATES | 03/27/12 | 1,490 00 | MW | OH | | |
| A200354101 | 712331 | BOILER SPECIALISTS SALES & SE | 03/27/12 | 13,335 00 | MW | OH | | |
| A200354102 | 401759 | BOSWORTH PAPERS INC | 03/27/12 | 253 65 | MW | OH | | |
| A200354103 | 024240 | BROOKSIDE EQUIP SALES INC | 03/27/12 | 914 42 | MW | OH | | |
| A200354104 | 408267 | BURTS AIR CONDITIONING & HEAT | 03/27/12 | 12,166 00 | MW | OH | | |
| A200354105 | 711939 | C K G SERVICES LLC | 03/27/12 | 365 00 | MW | OH | | |
| A200354106 | 031559 | CALICO WELDING SUPPLY CO | 03/27/12 | 156 00 | MW | OH | | |
| A200354107 | 708822 | CAREHERE LLC | 03/27/12 | 27,364 16 | MW | OH | | |
| A200354108 | 031047 | CARMONA, FRANK | 03/27/12 | 2,692 30 | MW | OH | B7 | |
| A200354109 | 713927 | CARRERO, BRYAN DENNIS | 03/27/12 | 262 00 | MW | OH | | |
| A200354110 | 702081 | CEASER, KENDRIC | 03/27/12 | 552 50 | MW | OH | B7 | |
| A200354111 | 706933 | CEDRICK L MUHAMMAD PC | 03/27/12 | 1,040 00 | MW | OH | B7 | |
| A200354112 | 708965 | CENTURY ASPHALT LTD | 03/27/12 | 31 300 04 | MW | OH | | |
| A200354113 | 702429 | CHAIR TAI CHI | 03/27/12 | 240 00 | MW | OH | | |
| A200354114 | 033027 | CITY OF HITCHCOCK | 03/27/12 | 61 78 | MW | OH | | |
| A200354115 | 700433 | CITY OF LAMARQUE | 03/27/12 | 71 90 | MW | OH | | |
| A200354116 | 033241 | CITY OF LEAGUE CITY | 03/27/12 | 31 45 | MW | OH | | |
| A200354117 | 710180 | CLEVELAND ASPHALT PRODUCTS IN | 03/27/12 | 11,247 91 | MW | OH | | |
| A200354118 | 034751 | COASTAL WIPERS INC | 03/27/12 | 1,050 00 | MW | OH | | |
| A200354119 | 707069 | COBB FENDLEY & ASSOCIATES | 03/27/12 | 58,541 61 | MW | OH | | |
| A200354120 | 709399 | COBURN SUPPLY COMPANY INC | 03/27/12 | 29 20 | MW | OH | | |
| A200354121 | 702713 | COCHRAN, WINSTON E JR | 03/27/12 | 276 25 | MW | OH | B7 | |
| A200354122 | 034223 | COLTZER, ROBERT G | 03/27/12 | 1,039 35 | MW | OH | B7 | |
| A200354123 | 705565 | COMMERCIAL FLOORING INC | 03/27/12 | 900 00 | MW | OH | | |
| A200354124 | 713167 | COMMONWEALTH TITLE OF HOUSTON | 03/27/12 | 16 00 | MW | OH | | |
| A200354125 | 711377 | CONMED INC | 03/27/12 | 288 622 00 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354126 | 707222 | CPI FOODS INC | 03/27/12 | 847 00 | MW | OH | | |
| A200354127 | 709896 | CRESCENT ENGINEERING COMPANY | 03/27/12 | 3 340 59 | MW | OH | | |
| A200354128 | 712697 | DAUGHTRY & JORDAN PC | 03/27/12 | 10 00 | MW | OH | | |
| A200354129 | 409732 | DAVID'S ISLAND | 03/27/12 | 7,419 00 | MW | OH | | |
| A200354130 | 714345 | DEVONA, JIMMY AND GALE | 03/27/12 | 4,660 00 | MW | OH | | |
| A200354131 | 700546 | DIAMOND HYDRAULICS INC | 03/27/12 | 1 020 31 | MW | OH | | |
| A200354132 | 409861 | DIAMOND SHAMROCK | 03/27/12 | 155 45 | MW | OH | | |
| A200354133 | 043216 | DICKINSON IND SCHOOL DISTRICT | 03/27/12 | 436 24 | MW | OH | | |
| A200354134 | 706718 | DOLPHIN CHEMICAL & SUPPLY COM | 03/27/12 | 1,041 90 | MW | OH | | |
| A200354135 | 708361 | DRAGONY, RACHEL ANN | 03/27/12 | 520 00 | MW | OH | B7 | |
| A200354136 | 711426 | EAN HOLDINGS LLC | 03/27/12 | 583 77 | MW | OH | | |
| A200354137 | 712652 | EDOCUMENT RESOURCES LLC | 03/27/12 | 4,187 07 | MW | OH | | |
| A200354138 | 702895 | ENGRAPHICS | 03/27/12 | 175 00 | MW | OH | | |
| A200354139 | 410365 | FAUS, SALVADOR | 03/27/12 | 292 50 | MW | OH | B7 | |
| A200354140 | 062067 | FEDEX CORP | 03/27/12 | 56 59 | MW | OH | | |
| A200354141 | 713159 | FIDELITY NATIONAL TITLE | 03/27/12 | 16 00 | MW | OH | | |
| A200354142 | 711019 | FINEGAN, SAMUEL K | 03/27/12 | 942 50 | MW | OH | B7 | |
| A200354143 | 703810 | FIRST CHOICE POWER | 03/27/12 | 104 00 | MW | OH | | |
| A200354144 | 709477 | FISHER, DENA LAURA | 03/27/12 | 715 00 | MW | OH | B7 | |
| A200354145 | 713959 | FOXHOVEN INC | 03/27/12 | 50,000 00 | MW | OH | | |
| A200354146 | 713707 | FRYE STEIDLEY OAKS AND BENAVI | 03/27/12 | 195 00 | MW | OH | B7 | |
| A200354147 | 704440 | FULK GEORGE BYRON | 03/27/12 | 520 00 | MW | OH | B7 | |
| A200354148 | 704625 | G & K SERVICES | 03/27/12 | 143 02 | MW | OH | | |
| A200354149 | 710317 | GABRIEL ROEDER SMITH & COMPAN | 03/27/12 | 1,779 00 | MW | OH | | |
| A200354150 | 700476 | GALVESTON COUNTY EMERGENCY CO | 03/27/12 | 653 76 | MW | OH | | |
| A200354151 | 431945 | GALVESTON COUNTY HEALTH DISTR | 03/27/12 | 150 00 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354152 | 406195 | GALVESTON COUNTY SHERIFF'S DE | 03/27/12 | 98 70 | MW | OH | | |
| A200354153 | 406195 | GALVESTON COUNTY SHERIFF'S DE | 03/27/12 | 882 55 | MW | OH | | |
| A200354154 | 071175 | GALVESTON COUNTY WCID #1 | 03/27/12 | 47 34 | MW | OH | | |
| A200354155 | 711638 | GARDERE WYNNE SEWELL LLP | 03/27/12 | 20 00 | MW | OH | | |
| A200354156 | 711807 | GARRETT LAW FIRM,THE | 03/27/12 | 286 00 | MW | OH | B7 | |
| A200354157 | 701571 | GELB JEFFREY | 03/27/12 | 292 50 | MW | OH | B7 | |
| A200354158 | 705919 | GHG CORPORATION | 03/27/12 | 475 00 | MW | OH | | |
| A200354159 | 714104 | GOTTLOB JEFFREY | 03/27/12 | 19 47 | MW | OH | | |
| A200354160 | 701592 | GULF COAST CENTURY | 03/27/12 | 90 00 | MW | OH | | |
| A200354161 | 704506 | GULF COAST COMPLETE MARINE SE | 03/27/12 | 2,913 67 | MW | OH | | |
| A200354162 | 702598 | GULF COAST EMERGENCY PRODUCTS | 03/27/12 | 640 00 | MW | OH | | |
| A200354163 | 404061 | GULF COAST MARKET INC | 03/27/12 | 72 42 | MW | OH | | |
| A200354164 | 702363 | GUTHEINZ LAW FIRM LLP | 03/27/12 | 620 00 | MW | OH | | |
| A200354165 | 700466 | HALFF ASSOCIATES | 03/27/12 | 15,432 23 | MW | OH | | |
| A200354166 | 705115 | HENRY, THERESA | 03/27/12 | 1,430 00 | MW | OH | B7 | |
| A200354167 | 701822 | HTI LTD | 03/27/12 | 4,606 11 | MW | OH | | |
| A200354168 | 703727 | INFOSAT COMMUNICATIONS | 03/27/12 | 43 68 | MW | OH | | |
| A200354169 | 707468 | INNOVATIVE ALTERNATIVES INC | 03/27/12 | 1,000 00 | MW | OH | | |
| A200354170 | 011031 | ISLAND FIRE & SAFETY EQUIPMEN | 03/27/12 | 466 00 | MW | OH | | |
| A200354171 | 712730 | JACK O'BOYLE & ASSOCIATES | 03/27/12 | 5 00 | MW | OH | | |
| A200354172 | 407630 | JACKSON CALVIN C | 03/27/12 | 325 00 | MW | OH | B7 | |
| A200354173 | 712357 | JACKSON, ERIN LARENA | 03/27/12 | 1,125 50 | MW | OH | B7 | |
| A200354174 | 409049 | JAHN-GALVESTON INSURANCE AGEN | 03/27/12 | 1,362 00 | MW | OH | | |
| A200354175 | 701979 | JONES LAW FIRM | 03/27/12 | 513 50 | MW | OH | B7 | |
| A200354176 | 701243 | JONES STACEY LEE | 03/27/12 | 227 50 | MW | OH | B7 | |
| A200354177 | 400520 | JOSEPH, JUNE | 03/27/12 | 247 53 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354178 | 711495 | KAFI LAW | 03/27/12 | 130 00 | MW | OH | B7 | |
| A200354179 | 402386 | KLEEN JANITORIAL SUPPLY COMPA | 03/27/12 | 1,343 67 | MW | OH | | |
| A200354180 | 710415 | KLEEN KUT LANDSCAPE SERVICE | 03/27/12 | 7,950 00 | MW | OH | | |
| A200354181 | 712831 | LAW OFFICE OF ALEX BILL III | 03/27/12 | 243 75 | MW | OH | B7 | |
| A200354182 | 711176 | LAW OFFICE OF CS HALL PLLC | 03/27/12 | 715 00 | MW | OH | B7 | |
| A200354183 | 711543 | LAW OFFICE OF MICHAEL RUSSO P | 03/27/12 | 438 75 | MW | OH | B7 | |
| A200354184 | 708815 | LAW OFFICE OF PAUL B KENNEDY | 03/27/12 | 1 085 50 | MW | OH | B7 | |
| A200354185 | 706067 | LCR-M LIMITED PARTNERSHIP | 03/27/12 | 78 63 | MW | OH | | |
| A200354186 | 705777 | LEATHERS, BILL | 03/27/12 | 1,430 00 | MW | OH | B7 | |
| A200354187 | 714326 | LEWIS & LEWIS ATTORNEYS AT LA | 03/27/12 | 16 00 | MW | OH | | |
| A200354188 | 713344 | LEWIS, ROYANN | 03/27/12 | 42 38 | MW | OH | | |
| A200354189 | 122275 | LEWIS, VICKI | 03/27/12 | 1,200 00 | MW | OH | | |
| A200354190 | 123026 | LIGGIOS TIRE AND SERVICE CENT | 03/27/12 | 548 16 | MW | OH | | |
| A200354191 | 707090 | LINEBARGER GOGGAN BLAIR & SAM | 03/27/12 | 10,038 53 | MW | OH | | |
| A200354192 | 707090 | LINEBARGER GOGGAN BLAIR & SAM | 03/27/12 | 6,092 10 | MW | OH | | |
| A200354193 | 702994 | LISTER PLUMBING | 03/27/12 | 1 040 10 | MW | OH | | |
| A200354194 | 703141 | LJA ENGINEERING & SURVEYING I | 03/27/12 | 4,150 00 | MW | OH | | |
| A200354195 | 714372 | LOUD, JUDY M | 03/27/12 | 100 00 | MW | OH | RE | |
| A200354196 | 711912 | M BRUCE FORT PC | 03/27/12 | 682 50 | MW | OH | B7 | |
| A200354197 | 713527 | MAILROOM FINANCE INC | 03/27/12 | 29,670 42 | MW | OH | | |
| A200354198 | 709125 | MALONEY & PARKS LLP | 03/27/12 | 2,680 00 | MW | OH | B7 | |
| A200354199 | 407300 | MARION, WILLIAM DAVID | 03/27/12 | 169 00 | MW | OH | B7 | |
| A200354200 | 409490 | MARK 1 PLUMBING INC | 03/27/12 | 370 00 | MW | OH | | |
| A200354201 | 710378 | MARTIN RESOURCE MANAGEMENT CO | 03/27/12 | 522 90 | MW | OH | | |
| A200354202 | 704124 | MARTIN, THOMAS A | 03/27/12 | 1,560 00 | MW | OH | B7 | |
| A200354203 | 705312 | MARTY'S CITY AUTO INC | 03/27/12 | 70 00 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354204 | 714363 | MATAMORAS RUBEN | 03/27/12 | 1 095 90 | MW | Or | | |
| A200354205 | 404930 | MCCARNES, LOIS | 03/27/12 | 455 00 | MW | OH | B7 | |
| A200354206 | 707722 | MCGILL LAW FIRM, THE | 03/27/12 | 130 00 | MW | OH | B7 | |
| A200354207 | 711185 | MEMORIAL HERMANN HOSPITAL SYS | 03/27/12 | 700 00 | MW | OH | | |
| A200354208 | 711805 | MILLER, ROBERT DAVID | 03/27/12 | 763 75 | MW | OH | B7 | |
| A200354209 | 404921 | MILLS SHIRLEY LLP | 03/27/12 | 36 35 | MW | OH | | |
| A200354210 | 401421 | MOODY NATIONAL BANK | 03/27/12 | 5,493 99 | MW | OH | | |
| A200354211 | 710357 | MORRIS, PHILLIP W | 03/27/12 | 1,170 00 | MW | OH | B7 | |
| A200354212 | 134056 | MOTOROLA SOLUTIONS INC | 03/27/12 | 1,550 40 | MW | OH | | |
| A200354213 | 713878 | MOUSER ELECTRONICS | 03/27/12 | 794 78 | MW | OH | | |
| A200354214 | 404669 | MUSTANG TRACTOR & EQUIPMENT C | 03/27/12 | 747 20 | MW | OH | | |
| A200354215 | 703746 | MUTCHLER, RALPH | 03/27/12 | 507 30 | MW | OH | B7 | |
| A200354216 | 714260 | NATIONAL SIGN PLAZAS INC | 03/27/12 | 1,495 00 | MW | OH | | |
| A200354217 | 713123 | NB GRAPHICS LLC | 03/27/12 | 175 00 | MW | OH | | |
| A200354218 | 714355 | NELSON, DARLENE | 03/27/12 | 5 00 | MW | OH | | |
| A200354219 | 410387 | NEOPOST USA INC | 03/27/12 | 6,747 00 | MW | OH | | |
| A200354220 | 409667 | NORTHERN TOOL EQUIPMENT COMPA | 03/27/12 | 151 96 | MW | OH | | |
| A200354221 | 711213 | NRG ENERGY INC | 03/27/12 | 212 20 | MW | OH | | |
| A200354222 | 711213 | NRG ENERGY INC | 03/27/12 | 389 06 | MW | OH | | |
| A200354223 | 410084 | NULL LAIRSON PC | 03/27/12 | 4,000 00 | MW | OH | | |
| A200354224 | 152033 | OFFICE DEPOT INC | 03/27/12 | 1 105 72 | MW | OH | | |
| A200354225 | 710160 | ORTIZ-TAING LAW FIRM PC | 03/27/12 | 97 50 | MW | OH | B7 | |
| A200354226 | 401873 | OTIS ELEVATOR CO CORP | 03/27/12 | 2 913 84 | MW | OH | | |
| A200354227 | 400105 | OWEN ELECTRIC SUPPLY | 03/27/12 | 2,114 57 | MW | OH | | |
| A200354228 | 155036 | OZARKA NATURAL SPRING WATER | 03/27/12 | 29 75 | MW | OH | | |
| A200354229 | 711293 | PARKS, TAMRA | 03/27/12 | 2 259 20 | MW | OH | B7 | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354230 | 409788 | PAT'S DEMOLITION AND DEBRIS R | 03/27/12 | 120 89 | MW | OH | | |
| A200354231 | 701800 | PATHWAY TO RECOVERY INC | 03/27/12 | 866 00 | MW | OH | | |
| A200354232 | 705136 | PENINSULA SANITATION SERVICE | 03/27/12 | 310 00 | MW | OH | | |
| A200354233 | 405621 | PORT SUPPLY | 03/27/12 | 76 49 | MW | OH | | |
| A200354234 | 706618 | PROLINE MATERIALS INC | 03/27/12 | 5 750 75 | MW | OH | | |
| A200354235 | 705753 | QUINTANILLA, DONNIE | 03/27/12 | 406 25 | MW | OH | B7 | |
| A200354236 | 706403 | REED ELSEVIER INC | 03/27/12 | 460 00 | MW | OH | | |
| A200354237 | 714232 | RESOLVE IT, INC | 03/27/12 | 10,000 00 | MW | OH | | |
| A200354238 | 706338 | RESOURCE AND CRISIS CENTER OF | 03/27/12 | 900 00 | MW | OH | B7 | |
| A200354239 | 184572 | ROMCO INC | 03/27/12 | 243 88 | MW | OH | | |
| A200354240 | 704853 | ROSS | 03/27/12 | 300 00 | MW | OH | | |
| A200354241 | 185017 | RUST EWING WATT & HANEY INC | 03/27/12 | 2,537 00 | MW | OH | | |
| A200354242 | 403785 | SAENZ, ALVIN N | 03/27/12 | 357 50 | MW | OH | B7 | |
| A200354243 | 191023 | SANTA FE AUTO PARTS INC | 03/27/12 | 344 95 | MW | OH | | |
| A200354244 | 702664 | SCHWAB TAYLOR | 03/27/12 | 240 50 | MW | OH | B7 | |
| A200354245 | 709439 | SCOTT COMPANY DRUG TESTING | 03/27/12 | 116 00 | MW | OH | | |
| A200354246 | 701888 | SCOTT, SHELBY | 03/27/12 | 1 226 25 | MW | OH | B7 | |
| A200354247 | 192146 | SEASIDE ENTERPRISES INC | 03/27/12 | 115 22 | MW | OH | | |
| A200354248 | 192039 | SECRETARY OF STATE | 03/27/12 | 300 00 | MW | OH | | |
| A200354249 | 714353 | SHARP-MARX, KATHLEEN | 03/27/12 | 130 00 | MW | OH | B7 | |
| A200354250 | 192161 | SHATTUCK, BOB | 03/27/12 | 750 00 | MW | OH | B7 | |
| A200354251 | 400542 | SHERWIN WILLIAMS PAINT CORP | 03/27/12 | 114 38 | MW | OH | | |
| A200354252 | 714360 | SMOTHERMAN, JAMES | 03/27/12 | 250 00 | MW | OH | | |
| A200354253 | 704289 | SOLUTIONS4SURE COM INC | 03/27/12 | 356 72 | MW | OH | | |
| A200354254 | 712436 | SOUTH LAND TITLE LLC | 03/27/12 | 512 00 | MW | OH | | |
| A200354255 | 712436 | SOUTH LAND TITLE LLC | 03/27/12 | 256 00 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354256 | 701326 | SOUTHEPN COMPUTER WAREHOUSE | 03/27/12 | 12,063 02 | MW | OH | | |
| A200354257 | 713129 | SOUTHWEST T & I INC | 03/27/12 | 527 80 | MW | OH | | |
| A200354258 | 194167 | STATE BAR OF TEXAS | 03/27/12 | 137 00 | MW | OH | | |
| A200354259 | 194167 | STATE BAR OF TEXAS | 03/27/12 | 105 00 | MW | OH | | |
| A200354260 | 708715 | STREAM ENERGY | 03/27/12 | 299 76 | MW | OH | | |
| A200354261 | 702839 | SUHLER, DAVID | 03/27/12 | 270 00 | MW | OH | B7 | |
| A200354262 | 711234 | SULLIVAN LAND SERVICES LTD | 03/27/12 | 33,676 76 | MW | OH | | |
| A200354263 | 713229 | SULLIVAN, MISTY | 03/27/12 | 528 92 | MW | OH | | |
| A200354264 | 405722 | SUN COAST RESOURCES INC | 03/27/12 | 25 433 39 | MW | OH | | |
| A200354265 | 713337 | SUNCOAST INVESTMENT GROUP LLC | 03/27/12 | 100 00 | MW | OH | RE | |
| A200354266 | 714358 | TAGLE, GLINDA | 03/27/12 | 100 00 | MW | OH | RE | |
| A200354267 | 714320 | TAMBORELLO, GUS G | 03/27/12 | 175 00 | MW | OH | | |
| A200354268 | 410529 | TAYLOR, ANGELA M | 03/27/12 | 471 25 | MW | OH | B7 | |
| A200354269 | 202804 | TENNILLE INC | 03/27/12 | 470 00 | MW | OH | | |
| A200354270 | 712056 | TEXAS ASSOCIATION OF MUSEUMS | 03/27/12 | 100 00 | MW | OH | | |
| A200354271 | 407773 | TEXAS ASSOCIATION OF COUNTY A | 03/27/12 | 415 00 | MW | OH | | |
| A200354272 | 707658 | TEXAS CITY FEED AND SUPPLY | 03/27/12 | 600 00 | MW | OH | | |
| A200354273 | 701185 | TEXAS DEPARTMENT OF AGRICULTU | 03/27/12 | 24 00 | MW | OH | | |
| A200354274 | 406864 | TEXAS DEPARTMENT OF LICENSING | 03/27/12 | 140 00 | MW | OH | | |
| A200354275 | 401245 | TEXAS DEPARTMENT OF PUBLIC SA | 03/27/12 | 140 00 | MW | OH | | |
| A200354276 | 405297 | TEXAS LAWYERS INSURANCE EXCHA | 03/27/12 | 1,500 00 | MW | OH | | |
| A200354277 | 202267 | TEXAS PARKS AND WILDLIFE DEPT | 03/27/12 | 827 20 | MW | OH | | |
| A200354278 | 202267 | TEXAS PARKS AND WILDLIFE DEPT | 03/27/12 | 870 25 | MW | OH | | |
| A200354279 | 402556 | TREADCO INC | 03/27/12 | 350 00 | MW | OH | | |
| A200354280 | 712290 | TREE-MENDUS | 03/27/12 | 1,375 00 | MW | OH | | |
| A200354281 | 711566 | TREVINO ISMAEL | 03/27/12 | 471 25 | MW | OH | B7 | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354282 | 710161 | TUBING AND METRICS HYDRAULICS | 03/27/12 | 148 63 | MW | OH | | |
| A200354283 | 703929 | TXU ENERGY RETAIL COMPANY LP | 03/27/12 | 100 00 | MW | OH | | |
| A200354284 | 705306 | UNBEHAGEN, O C | 03/27/12 | 6,666 66 | MW | OH | | |
| A200354285 | 402812 | UTMB | 03/27/12 | 4,657 00 | MW | OH | | |
| A200354286 | 703768 | VALLEY SERVICES INC | 03/27/12 | 2,991 36 | MW | OH | | |
| A200354287 | 408815 | VELLA, RONALD F | 03/27/12 | 339 00 | MW | OH | | |
| A200354288 | 714327 | WALLACE, PHYLLIS M | 03/27/12 | 5 00 | MW | OH | | |
| A200354289 | 231209 | WALMART | 03/27/12 | 451 72 | MW | OH | | |
| A200354290 | 714321 | WALTER OIL & GAS CORPORATION | 03/27/12 | 10 50 | MW | OH | | |
| A200354291 | 712845 | WASHINGTON, T PHILIP | 03/27/12 | 388 86 | MW | OH | | |
| A200354292 | 402963 | WASTE MANAGEMENT INC | 03/27/12 | 404 22 | MW | OH | | |
| A200354293 | 712330 | WATKINS GENE ANTONE | 03/27/12 | 390 00 | MW | OH | B7 | |
| A200354294 | 701863 | WEBER, WINIFRED B | 03/27/12 | 406 25 | MW | OH | B7 | |
| A200354295 | 710393 | WEINRAUB ENTERPRISES | 03/27/12 | 85 60 | MW | OH | | |
| A200354296 | 701533 | WEST PUBLISHING CORPORATION | 03/27/12 | 16,511 32 | MW | OH | | |
| A200354297 | 710320 | WHITENACK, GENE | 03/27/12 | 425 00 | MW | OH | | |
| A200354298 | 409097 | WILLIAMS, MELISSA | 03/27/12 | 121 00 | MW | OH | | |
| A200354299 | 242016 | XEROX CORPORATION | 03/27/12 | 71,952 40 | MW | OH | | |
| A200354300 | 712998 | ZENDEH DEL AND ASSOCIATES PLL | 03/27/12 | 1,905 63 | MW | OH | B7 | |

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

S U B T O T A L S

| | | | |
|---|---|---|---|
| Total Void Machine Written | 0 00 | Number of Checks Processed | 0 |
| Total Void Hand Written | 0 00 | Number of Checks Processed | 0 |
| Total Machine Written | 1368 113 78 | Number of Checks Processed | 227 |
| 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 | 1368,113 78 | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| F600000380 | 714252 | CLASSIC AUTOPLEX GALVESTON | 03/27/12 | 5,977 78 | CX | OH | | |
| F600000381 | 711931 | DSW HOMES LLC | 03/27/12 | 112,631 36 | CX | OH | | |
| F600000382 | 071118 | GALVESTON NEWSPAPERS INC | 03/27/12 | 11 75 | CX | OH | | |
| F600000383 | 705097 | LONE STAR UNIFORMS INC | 03/27/12 | 540 00 | 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 | 119,160 89 | Number of Checks Processed | 4 |
| S U B T O T A L | 119,160 89 | | |

| 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 | 1368 113 78 | Number of Checks Processed | 227 |
| Total Hand Written | 0 00 | Number of Checks Processed | 0 |
| Total Reversals | 0 00 | Number of Checks Processed | 0 |
| Total Cancelled | 119,160 89 | Number of Checks Processed | 4 |
| G R A N D T O T A L | 1487,274 67 | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 1101 General Fund** | | | |
| **Warrant #: VW 00000384** | **Payee Name: CLASSIC AUTOPLEX GALVESTON** | | |
| 70918 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 2,190 37 |
| 70930 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 554 16 |
| 70990 | 1101172111 - 5423110 | Fleet Mgmt-Galveston - Auto Maintenance | 1,008 07 |
| | | **Warrant Total.** | **3,752.60** |
| **Warrant #: VW 00000386** | **Payee Name: GALVESTON NEWSPAPERS INC** | | |
| 300769923 | 1101110000 - 5493101 | General Government - Legal Advertising | 605 00 |
| | | **Warrant Total:** | **605.00** |
| **Warrant #: VW 00000387** | **Payee Name: KEYWORTHS HARDWARE INC** | | |
| 000124327 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 121 09 |
| | | **Warrant Total:** | **121.09** |
| **Warrant #: VW 00000388** | **Payee Name: LONE STAR UNIFORMS INC** | | |
| 243779 | 1101211101 - 5312101 | Administration Sheriff Dept - Uniform Expense | 1,800 00 |
| 243791 | 1101211101 - 5312101 | Administration Sheriff Dept - Uniform Expense | 814 00 |
| 243794 | 1101211101 - 5312101 | Administration Sheriff Dept - Uniform Expense | 150 00 |
| | | **Warrant Total:** | **2,764.00** |
| **Warrant #: VW 00354301** | **Payee Name: ABL MANAGEMENT INC** | | |
| 191598 | 1101211133 - 5481200 | Sheriff-Corrections - Jail Food Service Contract | 17,440 39 |
| | | **Warrant Total:** | **17,440.39** |
| **Warrant #: VW 00354302** | **Payee Name: ACS GOVERNMENT SYSTEM INC** | | |
| 770929 | 1101126100 - 5423701 | District Clerk - Maintenance Contracts | 3,800 00 |
| | | **Warrant Total:** | **3,800 00** |
| **Warrant #: VW 00354305** | **Payee Name: ALLIED FIRE PROTECTION LP** | | |
| PS813501 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 402 99 |
| | | **Warrant Total:** | **402.99** |
| **Warrant #: VW 00354306** | **Payee Name: AMBIT ENERGY LP** | | |
| 891D8G8 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 64 77 |
| | | **Warrant Total:** | **64.77** |
| **Warrant #: VW 00354312** | **Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT** | | |
| 10104121 032712 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 37 69 |
| 10104330 032712 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 34 67 |
| | | **Warrant Total:** | **72.36** |
| **Warrant #: VW 00354314** | **Payee Name: BAY ENVIRONMENTAL INC.** | | |
| B9834 | 1101110000 - 5429301 | General Government - Nuisance Abatement | 1,000 00 |
| | | **Warrant Total:** | **1,000.00** |
| **Warrant #: VW 00354317** | **Payee Name: BEHRANA, SONIA** | | |
| 319533 032112 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 195 00 |
| 319806 032812 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 390 00 |
| | | **Warrant Total:** | **585.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354318** | **Payee Name: BENNETT, JAMES M** | | |
| 11CR3546 032912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 480 00 |
| | | **Warrant Total.** | **480.00** |
| **Warrant #: VW 00354319** | **Payee Name: BERTINI LAW FIRM PC** | | |
| 11CR3942 031312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 308 75 |
| 12CR0425 022412 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 48 75 |
| 310026 022312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| | | **Warrant Total:** | **617.50** |
| **Warrant #: VW 00354321** | **Payee Name: BIO QUIP PRODUCTS** | | |
| 20804 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 190 85 |
| | | **Warrant Total:** | **190.85** |
| **Warrant #: VW 00354323** | **Payee Name: BOSWORTH PAPERS INC** | | |
| 1285427 | 1101159100 - 5310001 | Information Technology - Depart Supplies-Non Cap FFE | 678 75 |
| | | **Warrant Total:** | **678.75** |
| **Warrant #: VW 00354325** | **Payee Name: BROOKSIDE EQUIP SALES INC** | | |
| IL29380 | 1101522020 - 5423000 | Parks Department - Maint/Repairs Equipment | 612 84 |
| | | **Warrant Total:** | **612.84** |
| **Warrant #. VW 00354327** | **Payee Name: BURKE AUSTIN MOORE** | | |
| 318977 030612 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 373 75 |
| | | **Warrant Total.** | **373.75** |
| **Warrant #: VW 00354331** | **Payee Name: CASTILLO, CAROL N** | | |
| 031212 CRT RPTR | 1101121000 - 5481000 | Justice Administration - Contract Service | 126 64 |
| 032012 CRT RPTR | 1101121000 - 5481000 | Justice Administration - Contract Service | 253 28 |
| 032112 CRT RPTR | 1101121000 - 5481000 | Justice Administration - Contract Service | 253 28 |
| | | **Warrant Total:** | **633.20** |
| **Warrant #: VW 00354332** | **Payee Name: CEDRICK L MUHAMMAD PC** | | |
| 12CR0380 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| | | **Warrant Total:** | **325.00** |
| **Warrant #: VW 00354333** | **Payee Name: CENTERPOINT ENERGY** | | |
| 46809042 3/12 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 104 40 |
| 46936837 031512 | 1101170100 - 5421300 | Facilities Srvs & Maintenance - Gas | 930 61 |
| 47167838 032812 | 1101170100 - 5421300 | Facilities Srvs & Maintenance - Gas | 204 96 |
| 47250618 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| 47504113 031412 | 1101170100 - 5421300 | Facilities Srvs & Maintenance - Gas | 21 40 |
| 47972211 031412 | 1101170100 - 5421300 | Facilities Srvs & Maintenance - Gas | 41 69 |
| 47990692 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 28.10 |
| 48091797 032712 | 1101170100 - 5421300 | Facilities Srvs & Maintenance - Gas | 190 30 |
| 48318612 031512 | 1101170100 - 5421300 | Facilities Srvs & Maintenance - Gas | 53 13 |
| 62265285 3/12 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 33 53 |
| 86143997 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 61 13 |
| 90340118 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 94 06 |
| | | **Warrant Total:** | **1,863 31** |
| **Warrant #: VW 00354334** | **Payee Name: CHAIR TAI CHI** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| BSC2312 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 80 00 |
| LSC2312 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 120 00 |
| | | **Warrant Total:** | **200.00** |
| **Warrant #: VW 00354335** | **Payee Name: CHAIR TAI CHI** | | |
| DSC2312 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 40 00 |
| | | **Warrant Total:** | **40.00** |
| **Warrant #: VW 00354336** | **Payee Name: CHAPA,RON** | | |
| 4/10-13/12 TRVL | 1101151300 - 5496100 | County Auditor - Travel | 118 10 |
| 4/10-13/12 TRVL | 1101151300 - 5496301 | County Auditor - Auto Mileage | 21 98 |
| | | **Warrant Total:** | **140.08** |
| **Warrant #: VW 00354339** | **Payee Name: CITY OF GALVESTON** | | |
| 202691 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 54 63 |
| 352250 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 90 93 |
| | | **Warrant Total:** | **145.56** |
| **Warrant #: VW 00354342** | **Payee Name: CITY OF TEXAS CITY** | | |
| 1295957345 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 35 98 |
| 1837971701 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 85 10 |
| 2730089585 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 99 40 |
| | | **Warrant Total:** | **220.48** |
| **Warrant #: VW 00354343** | **Payee Name: CLARK, DIANE** | | |
| 11CR3082 032712 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 893 75 |
| | | **Warrant Total:** | **893 75** |
| **Warrant #. VW 00354346** | **Payee Name: COLTZER, ROBERT G** | | |
| 11CR3193 032312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 916 50 |
| 12CR0155 031912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 481 65 |
| | | **Warrant Total:** | **1,398.15** |
| **Warrant #: VW 00354347** | **Payee Name: COMPTON PH.D., KRISTI L** | | |
| 10CR0887 032312 | 1101121000 - 5431102 | Justice Administration - Prof Srvs-Expert Witness | 2,318 75 |
| | | **Warrant Total.** | **2,318.75** |
| **Warrant #: VW 00354348** | **Payee Name. COOK, DAVID** | | |
| 10CR2576 032612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 380 25 |
| | | **Warrant Total:** | **380.25** |
| **Warrant #: VW 00354351** | **Payee Name: DIAZ, MARK A** | | |
| 12CR0827 032612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 65 00 |
| JAIL DKT 032312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| | | **Warrant Total:** | **1,015.00** |
| **Warrant #: VW 00354352** | **Payee Name: DICKINSON IND SCHOOL DISTRICT** | | |
| 6/11/12 DUNBAR | 1101440100 - 5506130 | Community Services - Contrib to DISD | 2,000 00 |
| | | **Warrant Total:** | **2,000 00** |
| **Warrant #: VW 00354353** | **Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC** | | |
| 9785 | 1101211133 - 5310000 | Sheriff-Corrections - Supplies and Materials | 729 00 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 9792 | 1101211133 - 5310000 | Sheriff-Corrections - Supplies and Materials | 245 70 |
| | | **Warrant Total:** | **974 70** |
| **Warrant #: VW 00354354** | **Payee Name: DUCOTE, JEREMY B** | | |
| 11CR3387 032312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| | | **Warrant Total:** | **390.00** |
| **Warrant #: VW 00354355** | **Payee Name: ELLIS, SABRINA E.** | | |
| 032312 SRVC | 1101121000 - 5481000 | Justice Administration - Contract Service | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00354356** | **Payee Name: ENTERGY** | | |
| 3499447 032612 | 1101170100 - 5421200 | Facilities Srvs & Maintenance - Electricity | 122 40 |
| 3502451 032612 | 1101170100 - 5421200 | Facilities Srvs & Maintenance - Electricity | 9 71 |
| 3824548 032612 | 1101170100 - 5421200 | Facilities Srvs & Maintenance - Electricity | 9 78 |
| | | **Warrant Total:** | **141.89** |
| **Warrant #: VW 00354359** | **Payee Name: FAUS, SALVADOR** | | |
| 11CR3386 032012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 243 75 |
| 319433 032712 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 211 25 |
| 321506 032312 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 81 25 |
| | | **Warrant Total:** | **536.25** |
| **Warrant #: VW 00354360** | **Payee Name: FEDEX CORP** | | |
| 765207470 | 1101110000 - 5310000 | General Government - Supplies and Materials | 17 75 |
| 772786926 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 40 13 |
| 774863941 | 1101110000 - 5310000 | General Government - Supplies and Materials | 20 35 |
| 779385542 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 71 92 |
| 782395341 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 18 65 |
| | | **Warrant Total:** | **168.80** |
| **Warrant #: VW 00354362** | **Payee Name: FIRST CHOICE POWER** | | |
| 2002997910 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 43 00 |
| 655001101720185 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 81 89 |
| 655001203069865A | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 130 12 |
| 655002001395325 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 71 13 |
| | | **Warrant Total:** | **326.14** |
| **Warrant #: VW 00354363** | **Payee Name: FISHER, DENA LAURA** | | |
| 08CR2225 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| 10CR2770 032212 | 1101121000 - 5310000 | Justice Administration - Supplies and Materials | 447 10 |
| 10CR2770 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 11,302 00 |
| | | **Warrant Total:** | **12,074.10** |
| **Warrant #: VW 00354365** | **Payee Name: FLEMING, MARCUS J.** | | |
| 11CR2377 032312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 536 25 |
| | | **Warrant Total:** | **536.25** |
| **Warrant #: VW 00354366** | **Payee Name: FULK, GEORGE BYRON** | | |
| 12CR0033 032312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,170 00 |
| | | **Warrant Total:** | **1,170.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354367** | **Payee Name: G & K SERVICES** | | |
| 1030781885 | 1101522020 - 5312101 | Parks Department - Uniform Expense | 51 36 |
| 1030785347 | 1101522020 - 5312101 | Parks Department - Uniform Expense | 69 45 |
| 1030785348 | 1101522020 - 5312101 | Parks Department - Uniform Expense | 14 65 |
| 1030787783 | 1101544042 - 5312101 | Beach Maintenance-Rd & Bridge - Uniform Expense | 35 00 |
| 1030787785 | 1101522020 - 5312101 | Parks Department - Uniform Expense | 35 59 |
| 1030791280 | 1101522020 - 5312101 | Parks Department - Uniform Expense | 14 65 |
| 1030826957 | 1101451110 - 5426106 | Senior Citizens - Uniform Leasing | 37.70 |
| | | **Warrant Total:** | **258.40** |
| **Warrant #: VW 00354369** | **Payee Name: GALVESTON COUNTY HEALTH DISTRICT** | | |
| 2623 | 1101411010 - 5481000 | Public Health - Contract Service | 600,408 95 |
| 2623 | 1101411035 - 5481000 | Pollution Control - Contract Service | 28,003 40 |
| 2623 | 1101411043 - 5481000 | Animal Services - Contract Service | 70,150 20 |
| 2623 | 1101411071 - 5481000 | Coastal Health & Wellness (4C) - Contract Service | 902,650 00 |
| | | **Warrant Total:** | **1,601,212.55** |
| **Warrant #: VW 00354371** | **Payee Name: GALVESTON COUNTY WCID #1** | | |
| 220024920 032612 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 144 92 |
| 220024924 032612 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 157 99 |
| 230025370 032612 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 34 67 |
| | | **Warrant Total:** | **337.58** |
| **Warrant #: VW 00354372** | **Payee Name: GALVESTON COUNTY WCID #8** | | |
| 120240 031412 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 185 19 |
| 217300 031312 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 10 63 |
| 21740 031412 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 23 62 |
| 21760 031412 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 286 89 |
| | | **Warrant Total:** | **506 33** |
| **Warrant #: VW 00354373** | **Payee Name: GALVESTON COUNTY** | | |
| 2012 WEATHER GUI | 1101291010 - 5310000 | Emergency Management - Supplies and Materials | 420 00 |
| 2012 WEATHER GUI | 1101291010 - 5494100 | Emergency Management - Printing | 420 00 |
| | | **Warrant Total:** | **840.00** |
| **Warrant #: VW 00354375** | **Payee Name: GENESIS DRY CARPET CLEANING** | | |
| 3455 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 3,333 00 |
| | | **Warrant Total:** | **3,333.00** |
| **Warrant #: VW 00354376** | **Payee Name: GILLMAN, MICHAEL DAVID** | | |
| 11CR1598 021412 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 747 50 |
| 11CR2398 032112 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 585 00 |
| 12CR0414 031412 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 308 75 |
| | | **Warrant Total:** | **1,641.25** |
| **Warrant #: VW 00354377** | **Payee Name: GOLDSBERRY & ASSOCIATES PLLC** | | |
| 10FD2987 032012 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 65 00 |
| | | **Warrant Total:** | **65 00** |
| **Warrant #: VW 00354378** | **Payee Name: GOTTLOB,JEFFREY** | | |
| FEB-MAR 2012 MLG | 1101117500 - 5496301 | Veteran's Services - Auto Mileage | 90 91 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total.** | **90.91** |
| **Warrant #: VW 00354380** | **Payee Name: GREEN MOUNTAIN ENERGY CO** | | |
| 40384580 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 41 03 |
| | | **Warrant Total:** | **41.03** |
| **Warrant #: VW 00354381** | **Payee Name: GULF COAST CENTURY** | | |
| 84274 | 1101443100 - 5310000 | Indigent Care & Medication - Supplies and Materials | 65 00 |
| | | **Warrant Total.** | **65 00** |
| **Warrant #: VW 00354382** | **Payee Name: GULF COAST MARKET INC** | | |
| ACCT 4 011012 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 20 43 |
| | | **Warrant Total.** | **20.43** |
| **Warrant #: VW 00354387** | **Payee Name: HENRY, MARK** | | |
| 3/16-22/12 TRVL | 1101111000 - 5496100 | County Judge - Travel | 351 81 |
| | | **Warrant Total:** | **351.81** |
| **Warrant #: VW 00354388** | **Payee Name: HOME DEPOT** | | |
| 3971460 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 14 24 |
| 4122532 | 1101159100 - 5310000 | Information Technology - Supplies and Materials | 17 77 |
| 8162615 | 1101522020 - 5426100 | Parks Department - Equipment Rental/Lease | 152 67 |
| | | **Warrant Total:** | **184.68** |
| **Warrant #: VW 00354391** | **Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD** | | |
| 000060560 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 6,855 67 |
| | | **Warrant Total:** | **6,855.67** |
| **Warrant #: VW 00354392** | **Payee Name: IBRAHIM & ELLIOTT LLP** | | |
| 11CR2356 032812 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 211 25 |
| | | **Warrant Total:** | **211.25** |
| **Warrant #: VW 00354397** | **Payee Name: JOE AGUIRRE TILE INC** | | |
| 3721 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 200 00 |
| | | **Warrant Total:** | **200 00** |
| **Warrant #: VW 00354398** | **Payee Name: JONES LAW FIRM** | | |
| 11CR0453 032112 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 871 00 |
| | | **Warrant Total:** | **871 00** |
| **Warrant #: VW 00354399** | **Payee Name: KASSBOHRER ALL TERRAIN VEHICLES INC** | | |
| 2186251 | 1101544042 - 5423000 | Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment | 1,583 84 |
| 2186386 | 1101544042 - 5423000 | Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment | 123 67 |
| | | **Warrant Total:** | **1,707.51** |
| **Warrant #: VW 00354400** | **Payee Name: KAUFMANN, CHARLES R** | | |
| 12CR3040 042612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| | | **Warrant Total:** | **260 00** |
| **Warrant #: VW 00354402** | **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY** | | |
| 1999 | 1101211133 - 5310000 | Sheriff-Corrections - Supplies and Materials | 1,733 35 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **1,733.35** |
| **Warrant #: VW 00354405** | **Payee Name: LANSDOWNE MOODY CO LP** | | |
| IW69015 | 1101522020 - 5423000 | Parks Department - Maint/Repairs Equipment | 951 60 |
| | | **Warrant Total:** | **951.60** |
| **Warrant #: VW 00354406** | **Payee Name: LAW OFFICE OF ALEX BILL III** | | |
| 12CR0285 030912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| | | **Warrant Total:** | **195 00** |
| **Warrant #: VW 00354407** | **Payee Name: LAW OFFICE OF CS HALL PLLC** | | |
| 11CR2953 032812 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 455 00 |
| | | **Warrant Total:** | **455.00** |
| **Warrant #: VW 00354408** | **Payee Name: LAW OFFICE OF J MICHAEL THREADGILL** | | |
| JAIL DKT 032312 | 1101122100 - 5431221 | County Court #1 - Grady - Defense Atty Co Ct | 950 00 |
| | | **Warrant Total:** | **950.00** |
| **Warrant #: VW 00354409** | **Payee Name: LAW OFFICE OF PHILLIP M. DAVIS** | | |
| 310959 032712 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 178 75 |
| | | **Warrant Total:** | **178.75** |
| **Warrant #: VW 00354410** | **Payee Name: LAW OFFICES OF D CHRIS HESSE** | | |
| 10CR2806 032812 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 747 50 |
| | | **Warrant Total:** | **747 50** |
| **Warrant #: VW 00354411** | **Payee Name: LAW OFFICES OF DAVID P WALKER PC** | | |
| 287854 032612 | 1101122100 - 5431221 | County Court #1 - Grady - Defense Atty Co Ct | 2,710 50 |
| | | **Warrant Total:** | **2,710.50** |
| **Warrant #: VW 00354412** | **Payee Name: LCR-M LIMITED PARTNERSHIP** | | |
| 1323102 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 344 62 |
| | | **Warrant Total.** | **344.62** |
| **Warrant #: VW 00354414** | **Payee Name· LEATHERS, BILL** | | |
| 11CR3119 031212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 520 00 |
| | | **Warrant Total:** | **520.00** |
| **Warrant #: VW 00354417** | **Payee Name: LOVE, PAUL** | | |
| 11CR1884 032312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 162 50 |
| | | **Warrant Total:** | **162.50** |
| **Warrant #: VW 00354418** | **Payee Name: M FOX CURL AND ASSOCIATES PC** | | |
| 11CR1891 032812 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,016 60 |
| | | **Warrant Total·** | **1,016 60** |
| **Warrant #: VW 00354419** | **Payee Name: MAILFINANCE INC** | | |
| N3177586 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| N3177587 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| N3177588 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| N3177589 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| N3177590 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| N3177591 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| N3177592 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| N3177593 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| N3177594 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| N3185510 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 333 39 |
| | | **Warrant Total:** | **3,333.90** |

**Warrant #: VW 00354420** **Payee Name: MALONEY & PARKS LLP**

| | | | |
|---|---|---|---|
| 318111 022312 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 195 00 |
| | | **Warrant Total:** | **195.00** |

**Warrant #: VW 00354422** **Payee Name: MARTINEZ, PEDRO J.**

| | | | |
|---|---|---|---|
| 2808 AVE M 8 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |

**Warrant #: VW 00354423** **Payee Name: MASTER WORD SERVICE INC**

| | | | |
|---|---|---|---|
| 48587 | 1101121000 - 5431101 | Justice Administration - Professional Srv Interpreter | 5,215 40 |
| | | **Warrant Total:** | **5,215.40** |

**Warrant #: VW 00354424** **Payee Name: MCCARNES, LOIS**

| | | | |
|---|---|---|---|
| 11CR2995 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 357 50 |
| | | **Warrant Total:** | **357.50** |

**Warrant #: VW 00354425** **Payee Name: MCGUIRE, DONNA HAGOOD**

| | | | |
|---|---|---|---|
| 032812 CRT RPTR | 1101121000 - 5411102 | Justice Administration - Prof Serv Transcripts | 4,473 00 |
| | | **Warrant Total:** | **4,473.00** |

**Warrant #: VW 00354426** **Payee Name: MELAMED, SANFORD**

| | | | |
|---|---|---|---|
| 11CR2424 032812 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 201 50 |
| 11CR2816 032812 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 461 50 |
| 11CR2982 032612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 357 50 |
| | | **Warrant Total:** | **1,020.50** |

**Warrant #: VW 00354428** **Payee Name: MULTI SERVICE CORPORATION**

| | | | |
|---|---|---|---|
| 820764 | 1101211121 - 5310000 | Sheriff-Criminal Investigation - Supplies and Materials | 557 46 |
| | | **Warrant Total:** | **557.46** |

**Warrant #: VW 00354431** **Payee Name: NRG ENERGY INC**

| | | | |
|---|---|---|---|
| B/D 032212 | 1101170100 - 5421200 | Facilities Srvs & Maintenance - Electricity | 220,542 57 |
| | | **Warrant Total:** | **220,542.57** |

**Warrant #: VW 00354432** **Payee Name: NRG ENERGY INC**

| | | | |
|---|---|---|---|
| 36597029 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |

**Warrant #: VW 00354433** **Payee Name: OWEN ELECTRIC SUPPLY**

| | | | |
|---|---|---|---|
| 2645423012 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 13 50 |
| 3975442901 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 30 00 |
| 3975443574 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 74 67 |
| 3975443616 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 24 00 |
| | | **Warrant Total** | **142.17** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354434** | **Payee Name: OZARKA NATURAL SPRING WATER** | | |
| 02B0123056533 | 1101122300 - 5310000 | Probate Court - Sullivan - Supplies and Materials | 97 21 |
| | | **Warrant Total:** | **97.21** |
| **Warrant #: VW 00354436** | **Payee Name: PENINSULA SANITATION SERVICE INC** | | |
| 58950 | 1101544042 - 5421400 | Beach Maintenance-Rd & Bridge - Refuse Disposal | 450 00 |
| 58989 | 1101544042 - 5421400 | Beach Maintenance-Rd & Bridge - Refuse Disposal | 450 00 |
| | | **Warrant Total:** | **900.00** |
| **Warrant #: VW 00354437** | **Payee Name: PORT SUPPLY** | | |
| 002605 | 1101211143 - 5423104 | Patrol Division - Maint/Repairs Boat | 76 49 |
| | | **Warrant Total:** | **76.49** |
| **Warrant #: VW 00354439** | **Payee Name: QI CONSULTING INC** | | |
| GAL003111206 | 1101159100 - 5423000 | Information Technology - Maint/Repairs Equipment | 5,835 00 |
| | | **Warrant Total:** | **5,835.00** |
| **Warrant #: VW 00354441** | **Payee Name: RAMIREZ, TANYA E** | | |
| MAR 2012 | 1101211101 - 5481000 | Administration Sheriff Dept - Contract Service | 3,862 50 |
| | | **Warrant Total:** | **3,862.50** |
| **Warrant #: VW 00354442** | **Payee Name: REED ELSEVIER INC** | | |
| 1202111605 | 1101123110 - 5310000 | Justice Court Pct #1 - Supplies and Materials | 64 00 |
| | | **Warrant Total:** | **64.00** |
| **Warrant #: VW 00354444** | **Payee Name: SAENZ, ALVIN N** | | |
| 11CR3285 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 910 00 |
| 12CR0327 032112 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 406 25 |
| | | **Warrant Total:** | **1,316.25** |
| **Warrant #: VW 00354446** | **Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS** | | |
| 441974 | 1101159100 - 5423500 | Information Technology - Maintenance of Software | 2,636 00 |
| | | **Warrant Total:** | **2,636.00** |
| **Warrant #: VW 00354447** | **Payee Name: SCHWAB, TAYLOR** | | |
| 11CR0109 032112 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 318 50 |
| | | **Warrant Total:** | **318.50** |
| **Warrant #. VW 00354449** | **Payee Name: SHERMAN WATKINS PLLC** | | |
| 11CR2193 032112 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 520 00 |
| | | **Warrant Total:** | **520.00** |
| **Warrant #: VW 00354450** | **Payee Name: SHERWIN WILLIAMS PAINT CORP** | | |
| 24683 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 207 30 |
| 28239 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 58 18 |
| 29971 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 73 65 |
| 31738 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 728 92 |
| | | **Warrant Total:** | **1,068.05** |
| **Warrant #: VW 00354451** | **Payee Name: SOLUTIONS4SURE.COM INC** | | |
| B12038131V1 | 1101159100 - 5310001 | Information Technology - Depart Supplies-Non Cap FFE | 433 90 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **433.90** |
| **Warrant #: VW 00354452** | **Payee Name: SPAN PUBLISHING INC** | | |
| 0087645 | 1101211150 - 5310000 | Warrants-Sheriff's Department - Supplies and Materials | 152 10 |
| | | **Warrant Total:** | **152.10** |
| **Warrant #: VW 00354454** | **Payee Name: SPRINT WASTE SERVICES LP** | | |
| 193647 | 1101544042 - 5421400 | Beach Maintenance-Rd & Bridge - Refuse Disposal | 435 01 |
| | | **Warrant Total:** | **435.01** |
| **Warrant #: VW 00354455** | **Payee Name: STACEY VALDEZ & ASSOCIATES PLLC** | | |
| 07CR2037 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| 11CR2808 022912 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 455 00 |
| 11CR3511 032012 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| 12CR0426 031612 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| FEB 2012 SRVC | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,800 00 |
| | | **Warrant Total:** | **2,775.00** |
| **Warrant #: VW 00354457** | **Payee Name: STATE BAR OF TEXAS** | | |
| MARCH 12 2012 | 1101121000 - 5310000 | Justice Administration - Supplies and Materials | 11 15 |
| | | **Warrant Total:** | **11.15** |
| **Warrant #: VW 00354458** | **Payee Name: STENOGRAPH LLC** | | |
| CUSTOMER #28175 | 1101159100 - 5423500 | Information Technology - Maintenance of Software | 2,103 20 |
| | | **Warrant Total:** | **2,103.20** |
| **Warrant #: VW 00354460** | **Payee Name: STEVE'S WAREHOUSE TIRES** | | |
| 461 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 15 00 |
| | | **Warrant Total:** | **15.00** |
| **Warrant #: VW 00354461** | **Payee Name: STEVENS, MARK W** | | |
| 11CR0749 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 201 50 |
| 12CR0699 031512 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 78 00 |
| | | **Warrant Total:** | **279.50** |
| **Warrant #: VW 00354462** | **Payee Name: STICKLER, TOMMY JAMES** | | |
| 322195 032312 | 1101122100 - 5431221 | County Court #1 - Grady - Defense Atty Co Ct | 438 75 |
| | | **Warrant Total:** | **438.75** |
| **Warrant #: VW 00354463** | **Payee Name: SUHLER, DAVID** | | |
| 12CR0070 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 540 00 |
| | | **Warrant Total:** | **540.00** |
| **Warrant #: VW 00354465** | **Payee Name: SUMMERLIN LAW FIRM PLLC** | | |
| 11CR2007 032312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,917 50 |
| 11CR2907 032312 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,283 75 |
| 317986 | 1101122100 - 5431221 | County Court #1 - Grady - Defense Atty Co Ct | 1,316 25 |
| | | **Warrant Total:** | **4,517.50** |
| **Warrant #: VW 00354466** | **Payee Name: SUN COAST RESOURCES INC** | | |
| 91189804 | 1101172111 - 5322010 | Fleet Mgmt-Galveston - Auto Fuel Expense | 2,607 05 |
| 91190762 | 1101172111 - 5322010 | Fleet Mgmt-Galveston - Auto Fuel Expense | 4,286 43 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 91193223 | 1101172111 - 5322010 | Fleet Mgmt-Galveston - Auto Fuel Expense | 4,975 57 |
| 91198891 | 1101172111 - 5322010 | Fleet Mgmt-Galveston - Auto Fuel Expense | 1,746 06 |
| | | **Warrant Total:** | **13,615.11** |
| **Warrant #: VW 00354467** | **Payee Name: SUNFLOWER FOODS LTD** | | |
| 13383 | 1101190100 - 5481000 | County Engineer - Contract Service | 238 60 |
| | | **Warrant Total:** | **238.60** |
| **Warrant #: VW 00354468** | **Payee Name: SUNGARD PUBLIC SECTOR INC** | | |
| 47927 | 1101159100 - 5481000 | Information Technology - Contract Service | 8,630 18 |
| | | **Warrant Total:** | **8,630.18** |
| **Warrant #: VW 00354469** | **Payee Name: TAYLOR, ANGELA M** | | |
| 11CR3189 031912 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 487 50 |
| 11CR3647 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 520 00 |
| | | **Warrant Total:** | **1,007.50** |
| **Warrant #: VW 00354471** | **Payee Name: TEXAS ASSOCIATION FOR COURT** | | |
| TACA MEMBERSHIP | 1101121000 - 5495100 | Justice Administration - Education | 110 00 |
| | | **Warrant Total:** | **110.00** |
| **Warrant #: VW 00354474** | **Payee Name: TEXAS LAW & PSYCHIATRY PLLC** | | |
| 030712 SRVC | 1101121000 - 5412115 | Justice Administration - Psychological Exam | 1,200 00 |
| 031712 SRVC | 1101121000 - 5412115 | Justice Administration - Psychological Exam | 1,200 00 |
| 120211 SRVC | 1101121000 - 5412115 | Justice Administration - Psychological Exam | 1,200.00 |
| | | **Warrant Total:** | **3,600.00** |
| **Warrant #: VW 00354475** | **Payee Name: TEXAS MUNICIPAL COURT JUSTICE COURT** | | |
| RENEWAL | 1101123200 - 5310000 | Justice Court Pct #2 - Supplies and Materials | 36 00 |
| | | **Warrant Total:** | **36.00** |
| **Warrant #: VW 00354477** | **Payee Name: THE FRAZIER LAW FIRM, PC** | | |
| JAIL DKT 032312 | 1101122100 - 5431221 | County Court #1 - Grady - Defense Atty Co Ct | 950 00 |
| | | **Warrant Total:** | **950.00** |
| **Warrant #: VW 00354478** | **Payee Name: THOMA, JOHN** | | |
| 10CR1710 032112 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| | | **Warrant Total:** | **325.00** |
| **Warrant #: VW 00354479** | **Payee Name: TORRES, ROBERTO** | | |
| 11CR2904 032212 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 422 50 |
| 317258 031912 | 1101122200 - 5431222 | County Court #2 - Roberts - Defense Atty Co Ct #2 | 195 00 |
| | | **Warrant Total:** | **617.50** |
| **Warrant #: VW 00354482** | **Payee Name: TXU ENERGY RETAIL COMPANY LP** | | |
| 100006110257 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00354483** | **Payee Name: U.S. ENERGY SAVINGS CORP.** | | |
| 4505807 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 58.01 |
| 4653535 3/12 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 120 83 |
| | | **Warrant Total:** | **178 84** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354484** | **Payee Name: UNITED PARCEL SERVICE** | | |
| 0000135W56092 | 1101159100 - 5481000 | Information Technology - Contract Service | 15 31 |
| | | **Warrant Total:** | **15.31** |
| **Warrant #: VW 00354485** | **Payee Name: UNITED STATES POSTAL SERVICE** | | |
| PERMIT 42 POSTAG | 1101126100 - 5311141 | District Clerk - Jury Postage | 10,000 00 |
| | | **Warrant Total:** | **10,000.00** |
| **Warrant #: VW 00354486** | **Payee Name: UNITED STATES POSTAL SERVICE** | | |
| BOX 1169 SVC FEE | 1101159100 - 5311140 | Information Technology - Postage | 1,300 00 |
| PERMIT 5000 1YR | 1101159100 - 5311140 | Information Technology - Postage | 190 00 |
| | | **Warrant Total:** | **1,490.00** |
| **Warrant #: VW 00354487** | **Payee Name: VELLA, RONALD F** | | |
| 032812 CRT RPTR | 1101121000 - 5411102 | Justice Administration - Prof Serv Transcripts | 180 00 |
| | | **Warrant Total:** | **180.00** |
| **Warrant #: VW 00354489** | **Payee Name: WALMART** | | |
| 00184 | 1101610200 - 5310000 | County Extension - Supplies and Materials | -16 78 |
| 03865 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 15 80 |
| 04666 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 27 76 |
| 04965 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 14 65 |
| 06899 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 28 38 |
| 07477 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 19 46 |
| 08234 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 8 08 |
| 08833 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 11 40 |
| | | **Warrant Total:** | **108.75** |
| **Warrant #: VW 00354491** | **Payee Name: WELSH, MATTHEW SEAN** | | |
| MLS RMB | 1101190100 - 5496100 | County Engineer - Travel | 101 00 |
| | | **Warrant Total:** | **101.00** |
| | | **FUND 1101 TOTAL:** | **1,996,308.77** |

## FUND: 2102 Co Clerk Rec Mgt & Pres Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354389** | **Payee Name: HOUSTON EQUIPMENT COMPANY** | | |
| 181709 | 2102114020 - 5310000 | County Clerk Records Mangement - Supplies and Materials | 94 00 |
| | | **Warrant Total:** | **94.00** |
| | | **FUND 2102 TOTAL:** | **94.00** |

## FUND: 2111 Tx Assess/Coll Sp Inv Tx Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354448** | **Payee Name. SECRETARY OF STATE** | | |
| ALLEN SEMINAR | 2111151551 - 5495100 | Special Inventory Tax - Education | 150 00 |
| | | **Warrant Total:** | **150.00** |
| | | **FUND 2111 TOTAL:** | **150.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 2131 DA Seized Funds Afte Aft 10/89** | | | |
| **Warrant #: VW 00354340** | **Payee Name. CITY OF JAMAICA BEACH** | | |
| 11CV1889 | 2131000000 - 2461001 | DA Seized Funds After 10/89 - Unstld Contrabnd Cases-Szd | 881 40 |
| | | **Warrant Total:** | **881.40** |
| **Warrant #: VW 00354341** | **Payee Name: CITY OF SANTA FE** | | |
| 11CV1143 | 2131000000 - 2431001 | DA Seized Funds After 10/89 - Unsettled ContrCases-Int Ea | 16 07 |
| 11CV1143 | 2131000000 - 2461001 | DA Seized Funds After 10/89 - Unstld Contrabnd Cases-Szd | 4,152 01 |
| | | **Warrant Total** | **4,168.08** |
| **Warrant #: VW 00354427** | **Payee Name: MOODY GARDENS INC** | | |
| REGDWI BAL | 2131127132 - 5495112 | DA Seized Funds Afte Aft 10/89 - Training | 54 00 |
| | | **Warrant Total:** | **54.00** |
| **Warrant #: VW 00354429** | **Payee Name· MURRAY, JASON** | | |
| 11CV1143 | 2131000000 - 2461001 | DA Seized Funds After 10/89 - Unstld Contrabnd Cases-Szd | 328 00 |
| | | **Warrant Total.** | **328.00** |
| | | **FUND 2131 TOTAL:** | **5,431.48** |
| **FUND: 2211 Law Library** | | | |
| **Warrant #: VW 00354492** | **Payee Name: WEST PUBLISHING CORPORATION** | | |
| 1000646766 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 9,786 00 |
| 1003143503 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 127 45 |
| | | **Warrant Total:** | **9,913.45** |
| | | **FUND 2211 TOTAL:** | **9,913.45** |
| **FUND: 2212 Mediation Services Prog Fund** | | | |
| **Warrant #: VW 00354390** | **Payee Name: HUMPHREYS & HUMPHREYS** | | |
| 11FD2280 031612 | 2212125300 - 5432011 | Mediation Services - Mediation Services | 150 00 |
| | | **Warrant Total·** | **150.00** |
| | | **FUND 2212 TOTAL:** | **150.00** |
| **FUND: 2220 Adult Probation Fund** | | | |
| **Warrant #: VW 00354313** | **Payee Name: BANE, JANIS** | | |
| 2/21-23/12 TRVL | 2220255100 - 5496100 | Adult Probation - Travel | 192 39 |
| 4208 | 2220255100 - 5310000 | Adult Probation - Supplies and Materials | 57 27 |
| | | **Warrant Total:** | **249 66** |
| **Warrant #: VW 00354324** | **Payee Name: BOZEMAN, KELLY** | | |
| 3/19-21/12 TRVL | 2220255100 - 5496100 | Adult Probation - Travel | 173 77 |
| | | **Warrant Total.** | **173 77** |
| **Warrant #: VW 00354338** | **Payee Name: CIMA COMPANIES INC, THE** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 7/2012-7/2013 | 2220255100 - 5481000 | Adult Probation - Contract Service | 1,522 76 |
| | | **Warrant Total:** | **1,522.76** |
| **Warrant #: VW 00354395** | **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC** | | |
| 458193 | 2220255100 - 5491100 | Adult Probation - Insurance Liability | 469 00 |
| | | **Warrant Total:** | **469.00** |
| | | **FUND 2220 TOTAL:** | **2,415.19** |

## FUND: 2230 Juvenile Justice Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354301** | **Payee Name: ABL MANAGEMENT INC** | | |
| 188337 | 2230256118 - 5481199 | Detention - Food Service Contract | 1,824 28 |
| 188337 | 2230256119 - 5481199 | Post Program - Food Service Contract | 641 26 |
| 188337 | 2230256155 - 5481199 | Juv Justice Alt Ed Program - Food Service Contract | 83 53 |
| | | **Warrant Total:** | **2,549 07** |
| **Warrant #: VW 00354322** | **Payee Name: BOB BARKER CO INC** | | |
| WEB000210627 | 2230256118 - 5313100 | Detention - Cleaning & Household Supplies | 967 60 |
| WEB000210677 | 2230256118 - 5313100 | Detention - Cleaning & Household Supplies | 347 92 |
| | | **Warrant Total:** | **1,315.52** |
| **Warrant #: VW 00354368** | **Payee Name: GALVESTON COUNTY EMERGENCY** | | |
| 20120117 | 2230256118 - 5423000 | Detention - Maint/Repairs Equipment | 1,705 41 |
| | | **Warrant Total:** | **1,705.41** |
| **Warrant #. VW 00354386** | **Payee Name: HARDY, COREY L** | | |
| 031412 MEALS | 2230256118 - 5496150 | Detention - Transportation | 23 00 |
| | | **Warrant Total:** | **23.00** |
| **Warrant #: VW 00354393** | **Payee Name: INNOVATIVE ALTERNATIVES INC** | | |
| MAR TRAININ | 2230256105 - 5495100 | Juv Justice - Administration - Education | 1,000 00 |
| | | **Warrant Total.** | **1,000.00** |
| **Warrant #: VW 00354402** | **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY** | | |
| 1996 | 2230256118 - 5313100 | Detention - Cleaning & Household Supplies | 1,029 31 |
| | | **Warrant Total:** | **1,029.31** |
| **Warrant #. VW 00354415** | **Payee Name: LEE, LEDA F** | | |
| FEB-MAR 2012 MLG | 2230256105 - 5496301 | Juv Justice - Administration - Auto Mileage | 30 53 |
| | | **Warrant Total:** | **30.53** |
| **Warrant #: VW 00354423** | **Payee Name: MASTER WORD SERVICE INC** | | |
| 48586 | 2230256130 - 5431101 | Court - Professional Srv Interpreter | 668 70 |
| | | **Warrant Total:** | **668.70** |
| **Warrant #: VW 00354443** | **Payee Name: RUSCELLI, VINCENT** | | |
| 031512 SRVC | 2230256105 - 5412114 | Juv Justice - Administration - Psychological Evaluations/ | 200 00 |
| | | **Warrant Total:** | **200.00** |
| **Warrant #: VW 00354480** | **Payee Name: TREASURE ISLAND TROPHIES** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 46487 | 2230256100 - 5310000 | Juvenile Justice - Supplies and Materials | 98 65 |
| | | **Warrant Total:** | **98.65** |
| | | **FUND 2230 TOTAL:** | **8,620.19** |

## FUND: 2240 Sheriff's Commissary Fund

**Warrant #: VW 00354429** **Payee Name: MURRAY, JASON**

| | | | |
|---|---|---|---|
| 11CV1169 | 2240000000 - 2461001 | Sheriff Commissary Fund - Unstld Contrabnd Cases-Szd Fds | 336 00 |
| | | **Warrant Total:** | **336 00** |
| | | **FUND 2240 TOTAL:** | **336.00** |

## FUND: 2242 Sheriff's Seizure Aft 10/89

**Warrant #: VW 00354370** **Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**

| | | | |
|---|---|---|---|
| ISSUED B COOK | 2242211124 - 5600500 | Sheriff's Seizure Aft 10/89 - Petty Cash | 250 00 |
| | | **Warrant Total:** | **250.00** |

**Warrant #: VW 00354429** **Payee Name: MURRAY, JASON**

| | | | |
|---|---|---|---|
| 11CV0821 | 2242000000 - 2461001 | Sheriff Seizure after 10/89 - Unstld Contrabnd Cases-Szd | 693 00 |
| | | **Warrant Total:** | **693 00** |
| | | **FUND 2242 TOTAL:** | **943.00** |

## FUND: 2250 Law Enforcement Education Fund

**Warrant #: VW 00354476** **Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**

| | | | |
|---|---|---|---|
| 4/29/12-5/2/12 | 2250211510 - 5502203 | Contin Education-State Alloc - Const Pct 3 Cont Ed Exp | 100 00 |
| | | **Warrant Total:** | **100.00** |
| | | **FUND 2250 TOTAL:** | **100.00** |

## FUND: 2260 Emergency Management Fund

**Warrant #: VW 00354385** **Payee Name: HALFF ASSOCIATES**

| | | | |
|---|---|---|---|
| H160294 | 2260292010 - 5451700 | Disaster Recovery - Disaster Recovery Expenses | 18,875 00 |
| | | **Warrant Total:** | **18,875.00** |
| | | **FUND 2260 TOTAL:** | **18,875.00** |

## FUND: 2301 Road & Bridge Fund

**Warrant #: VW 00000387** **Payee Name: KEYWORTHS HARDWARE INC**

| | | | |
|---|---|---|---|
| 000125025 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 25 48 |
| 000126201 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 6 79 |
| | | **Warrant Total.** | **32.27** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354311** | **Payee Name: BACLIFF BUILDERS SUPPLY INC.** | | |
| 10537 03/19/12 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 4 23 |
| 10546 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 32 99 |
| | | **Warrant Total:** | **37.22** |
| **Warrant #: VW 00354315** | **Payee Name: BAYGAS INC** | | |
| 9495 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 94 53 |
| | | **Warrant Total:** | **94.53** |
| **Warrant #: VW 00354337** | **Payee Name: CHERRY CRUSHED CONCRETE** | | |
| 1009592 | 2301312120 - 5353014 | FM & Lateral Road - Materials Flexible Base | 2,641 80 |
| | | **Warrant Total:** | **2,641.80** |
| **Warrant #: VW 00354361** | **Payee Name: FILLINGAME INC** | | |
| IVC41768 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 129 00 |
| IVC41784 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 199 00 |
| | | **Warrant Total:** | **328.00** |
| **Warrant #· VW 00354367** | **Payee Name: G & K SERVICES** | | |
| 1030823458 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 35 00 |
| 1030824658 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 170 81 |
| 1030829382 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 37 32 |
| 1030830590 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 169 26 |
| | | **Warrant Total:** | **412.39** |
| **Warrant #· VW 00354383** | **Payee Name: GUSTAFSON, TERRI** | | |
| MARCH 2012 MLG | 2301312110 - 5496100 | Administration - Travel | 123 32 |
| | | **Warrant Total.** | **123 32** |
| **Warrant #: VW 00354384** | **Payee Name: H R M SUPPLY** | | |
| 477902 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 184 85 |
| | | **Warrant Total:** | **184.85** |
| **Warrant #. VW 00354401** | **Payee Name: KIWI TIRE SHOP** | | |
| 1869 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 40 00 |
| | | **Warrant Total:** | **40.00** |
| **Warrant #· VW 00354402** | **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY** | | |
| 1984 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 409 22 |
| | | **Warrant Total:** | **409.22** |
| **Warrant #· VW 00354413** | **Payee Name: LEAGUE CITY OUTDOOR POWER EQUIPMENT** | | |
| INV14071 REISSUE | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 21 02 |
| INV14244 REISSUE | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 152 37 |
| | | **Warrant Total:** | **173.39** |
| **Warrant #: VW 00354416** | **Payee Name. LIGGIOS TIRE AND SERVICE CENTER INC** | | |
| 183332 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 14 50 |
| 183493 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 14 50 |
| | | **Warrant Total:** | **29 00** |
| **Warrant #: VW 00354421** | **Payee Name: MARTIN RESOURCE MANAGEMENT** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 294339 | 2301312120 - 5353011 | FM & Lateral Road - Road Oils & Emulsions | 3,981.60 |
| | | **Warrant Total:** | **3,981.60** |
| **Warrant #: VW 00354430** | **Payee Name: MUSTANG TRACTOR & EQUIPMENT CO** | | |
| PART3163958 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 45 52 |
| | | **Warrant Total:** | **45.52** |
| **Warrant #: VW 00354445** | **Payee Name: SANTA FE AUTO PARTS INC** | | |
| 83921 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 109 91 |
| 84119 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 8 04 |
| 84126 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 76 74 |
| 84140 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 15 90 |
| 84390 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 10 73 |
| 84694 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 24 00 |
| 84770 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 9.43 |
| | | **Warrant Total:** | **254.75** |
| **Warrant #: VW 00354456** | **Payee Name: STANDARD STEEL SUPPLY INC** | | |
| 522283 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 330 54 |
| | | **Warrant Total:** | **330.54** |
| **Warrant #: VW 00354466** | **Payee Name: SUN COAST RESOURCES INC** | | |
| 91240251 | 2301312120 - 5322010 | FM & Lateral Road - Auto Fuel Expense | 12,382 61 |
| | | **Warrant Total:** | **12,382.61** |
| **Warrant #: VW 00354481** | **Payee Name: TUBING AND METRICS HYDRAULICS INC** | | |
| 65834 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 35 80 |
| 65835 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 70 76 |
| | | **Warrant Total:** | **106.56** |
| | | **FUND 2301 TOTAL:** | **21,607.57** |

## FUND: 2370 Flood Control Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00000387** | **Payee Name: KEYWORTHS HARDWARE INC** | | |
| 000123026 | 2370296121 - 5310000 | Seawall Maintenance - Supplies and Materials | 74 97 |
| | | **Warrant Total:** | **74.97** |
| **Warrant #: VW 00354433** | **Payee Name: OWEN ELECTRIC SUPPLY** | | |
| 3975444259 | 2370296121 - 5423401 | Seawall Maintenance - Maint/Repairs Pumps & Gates | 128 76 |
| | | **Warrant Total:** | **128.76** |
| | | **FUND 2370 TOTAL:** | **203.73** |

## FUND: 2410 Mosquito Control District Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00000387** | **Payee Name: KEYWORTHS HARDWARE INC** | | |
| 000125589 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 13 20 |
| 000126248 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 10 79 |
| | | **Warrant Total:** | **23.99** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00354345** | **Payee Name: COFEJO HARDWARE INC** | | |
| 270877 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 24 88 |
| 271091 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 23 26 |
| 271161 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 20 68 |
| | | **Warrant Total:** | **68.82** |
| **Warrant #: VW 00354350** | **Payee Name: DELL MARKETING LP** | | |
| XFPC59792 | 2410411100 - 5310001 | Mosquito Control District - Depart Supplies-Non Cap FFE | 2,176 85 |
| | | **Warrant Total:** | **2,176.85** |
| **Warrant #: VW 00354357** | **Payee Name: ENVIRONMENTAL SYSTEMS RESEARH** | | |
| 92467054 | 2410411100 - 5481000 | Mosquito Control District - Contract Service | 1,209 41 |
| | | **Warrant Total:** | **1,209.41** |
| **Warrant #: VW 00354388** | **Payee Name: HOME DEPOT** | | |
| 3013046 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 111 00 |
| 4028138 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 308 06 |
| 4173019 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 190 35 |
| | | **Warrant Total:** | **609.41** |
| **Warrant #: VW 00354489** | **Payee Name: WALMART** | | |
| 04373 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 158 38 |
| | | **Warrant Total:** | **158.38** |
| | | **FUND 2410 TOTAL:** | **4,246.86** |

## FUND: 2501 Child Welfare Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354404** | **Payee Name: KROGER CO, THE** | | |
| 113923 | 2501443300 - 5449125 | Child Welfare - Emergency Family Support | 73 47 |
| | | **Warrant Total:** | **73 47** |
| | | **FUND 2501 TOTAL:** | **73.47** |

## FUND: 2601 Beach & Parks Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354490** | **Payee Name: WELDON WILLIAMS & LICK INC** | | |
| 219466 | 2601522042 - 5310000 | Beach Maintenance - Supplies and Materials | 1,026 52 |
| | | **Warrant Total:** | **1,026.52** |
| | | **FUND 2601 TOTAL:** | **1,026.52** |

## FUND: 2824 Adult Probation Community

| | | | |
|---|---|---|---|
| **Warrant #: VW 00354303** | **Payee Name: ADULT PSYCHIATRIC CLINIC** | | |
| FEB 2012 | 2824255136 - 5481000 | Sex Offender Supervision - Contract Service | 2,410 00 |
| | | **Warrant Total:** | **2,410.00** |
| **Warrant #: VW 00354379** | **Payee Name: GRANGER, ROSSLYN N** | | |
| FEB 2012 | 2824255136 - 5481000 | Sex Offender Supervision - Contract Service | 480 00 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **480.00** |
| | | **FUND 2824 TOTAL:** | **2,890.00** |

## FUND: 2841 Juvenile Probation-State Aid

**Warrant #: VW 00354322** **Payee Name: BOB BARKER CO INC**

| | | | |
|---|---|---|---|
| WEB000211015 | 2841256110 - 5312100 | State Aid Grant A - Clothing Expense | 463 35 |
| | | **Warrant Total:** | **463.35** |

**Warrant #: VW 00354374** **Payee Name: GEN-DIAGNOSTICS INC**

| | | | |
|---|---|---|---|
| 33856 | 2841256110 - 5412301 | State Aid Grant A - Drug Screening | 804 25 |
| | | **Warrant Total:** | **804.25** |
| | | **FUND 2841 TOTAL:** | **1,267.60** |

## FUND: 2864 Auto Crimes Task Force Grant

**Warrant #: VW 00354339** **Payee Name: CITY OF GALVESTON**

| | | | |
|---|---|---|---|
| S0016594 | 2864211126 - 5100000 | Auto Crime Task Force - Salaries | 4,907 00 |
| | | **Warrant Total:** | **4,907.00** |

**Warrant #: VW 00354358** **Payee Name: EXXON CREDIT CARD CENTER**

| | | | |
|---|---|---|---|
| 28912754 | 2864211126 - 5322010 | Auto Crime Task Force - Auto Fuel Expense | 97 02 |
| | | **Warrant Total:** | **97.02** |

**Warrant #: VW 00354364** **Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**

| | | | |
|---|---|---|---|
| 7898785956 02/12 | 2864211126 - 5322010 | Auto Crime Task Force - Auto Fuel Expense | 87 24 |
| | | **Warrant Total.** | **87.24** |

**Warrant #: VW 00354416** **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**

| | | | |
|---|---|---|---|
| 183216 | 2864211126 - 5423110 | Auto Crime Task Force - Auto Maintenance | 75 04 |
| | | **Warrant Total·** | **75.04** |

**Warrant #· VW 00354453** **Payee Name: SPRINT SPECTRUM LP**

| | | | |
|---|---|---|---|
| 692298810052 | 2864211126 - 5492100 | Auto Crime Task Force - Wireless MCT Service | 435 91 |
| | | **Warrant Total:** | **435.91** |

**Warrant #: VW 00354488** **Payee Name: VERIZON**

| | | | |
|---|---|---|---|
| 6710144704 | 2864211126 - 5492100 | Auto Crime Task Force - Wireless MCT Service | 1,873 64 |
| | | **Warrant Total:** | **1,873 64** |
| | | **FUND 2864 TOTAL:** | **7,475.85** |

## FUND: 2893 HMGP - IKE

**Warrant #: VW 00354473** **Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**

| | | | |
|---|---|---|---|
| 2272008 | 2893000000 - 2272008 | HMGP - IKE - Due to State | 1,267,455 60 |
| | | **Warrant Total:** | **1,267,455 60** |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **FUND 2893 TOTAL:** | **1,267,455.60** |

## FUND: 2914 CDBG Housing Program

**Warrant #: VW 00000385** **Payee Name: DSW HOMES LLC**

| | | | |
|---|---|---|---|
| 110736 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,525 65 |
| 110736 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 35,256 54 |
| 110877 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,951 20 |
| 110877 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 49,512 00 |
| 111714 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,532 24 |
| 111714 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 35,322 39 |
| 112065 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -7,597 55 |
| 112065 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 75,975 50 |
| 112377 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -6,627 46 |
| 112377 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 66,274 56 |
| 112862 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,867 94 |
| 112862 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 48,679 40 |
| 112938 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,608 69 |
| 112938 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 36,086 87 |
| 113009 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,286 10 |
| 113009 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 52,861 00 |
| 211442 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 7,455 64 |
| 211494 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 6,757 00 |
| 211704 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,058 95 |
| 211704 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 50,589 53 |
| 211714 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,610 64 |
| 211714 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 36,106 40 |
| 212284 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 5,885 85 |
| 212531 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 4,705 80 |
| 212793 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 6,095 00 |
| 212938 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,608 69 |
| 212938 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 36,086.87 |
| 310706 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,112 25 |
| 310706 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 31,022 46 |
| 310706 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 20,100 00 |
| 311468 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -6,984 52 |
| 311468 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 27,345 20 |
| 311468 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 42,500 00 |
| 311737 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,995 35 |
| 311737 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 39,953 54 |
| 312021 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,956 11 |
| 312021 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 23,061.14 |
| 312021 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 16,500 00 |
| 312173 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,392 85 |
| 312173 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 33,928 54 |
| 312200 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,063 37 |
| 312200 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 40,633 78 |
| 411141 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 13,035 15 |
| 411257 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,058 93 |
| 411314 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,933 14 |
| 412118 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 15,569 25 |
| 412378 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,820 48 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 412595 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,505 80 |
| 412760 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,893 58 |
| 412790 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,545 03 |
| 412844 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 13,955 06 |
| 412858 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,899 55 |
| 412934 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,149 22 |
| 412990 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,920 81 |
| CO12039 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -167 50 |
| CO12039 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 1,675 00 |
| | | **Warrant Total:** | **899,708.95** |

**Warrant #: VW 00354307** **Payee Name: AMERICAN HOME BUILDERS INC.**

| | | | |
|---|---|---|---|
| AO12455RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,771 12 |
| DW1108302 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,015 60 |
| DW1108302 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 40,156 00 |
| GB12835RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,640 65 |
| JE11871RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,750 03 |
| MJ1072703 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -1,363 40 |
| MJ1072703 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 13,634 06 |
| MJ1286903 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,434 83 |
| MJ1286903 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 34,348 25 |
| MM1111802 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,733 93 |
| MM1111802 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 37,339 26 |
| PS12473RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,222 67 |
| SM1102503 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,666 09 |
| SM1102503 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 29,769 94 |
| SM1102503 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 26,900 00 |
| SS12969RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,687 01 |
| | | **Warrant Total:** | **217,005.14** |

**Warrant #: VW 00354308** **Payee Name: AMERICAN HOMESTAR CORPORATION**

| | | | |
|---|---|---|---|
| 1068B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 15,074 20 |
| 1069B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,863 20 |
| 1072B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,224 30 |
| 1075B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,872 50 |
| 1076B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,235 25 |
| 1077B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,346 00 |
| 1078B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,046 80 |
| 1079 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,405 90 |
| 1079 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 54,059.00 |
| | | **Warrant Total:** | **127,315.35** |

**Warrant #: VW 00354310** **Payee Name: B&MS CONSTRUCTION INC**

| | | | |
|---|---|---|---|
| BMSHCGC11 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 6,049 59 |
| BMSHCGC18 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -6,013 14 |
| BMSHCGC18 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 60,131 43 |
| BMSHCGC22 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -943 56 |
| BMSHCGC22 | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 9,435 60 |
| | | **Warrant Total:** | **68,659.92** |

**Warrant #: VW 00354320** **Payee Name: BGB INTERESTS LP**

| | | | |
|---|---|---|---|
| 10654RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 14,916 18 |
| 10659RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 14,323 53 |

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 109184RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,048 39 |
| 10959RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,961 16 |
| 11101RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,195 12 |
| 11279RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,832 30 |
| 11329RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,182 15 |
| 11426RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 16,757 07 |
| 11470RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 3,864 43 |
| 115693 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5 393 88 |
| 115693 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 53,938 76 |
| 11908RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,146 23 |
| 11994RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,874 62 |
| 12265RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 8,756 10 |
| | | **Warrant Total:** | **176,402.16** |

**Warrant #: VW 00354326** **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

| | | | |
|---|---|---|---|
| 10937100 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,967 40 |
| 10937100 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 39,674 02 |
| 10968100 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,099 32 |
| 10968100 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 40,993 23 |
| 1124810R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 13,039 82 |
| 11910100 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,580 80 |
| 11910100 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 35,808 06 |
| 1217710R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,917 87 |
| 1228910R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,418 45 |
| 12300100 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,927 57 |
| 12300100 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 39,275 72 |
| 1231410R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,258 93 |
| 1243310R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 13,202 30 |
| 1262766 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,908 37 |
| 1262766 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 39,083 73 |
| 12715100 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,040 77 |
| 12715100 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 40,407 74 |
| 1278710RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,584 93 |
| 1279710R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,978 87 |
| 1280610R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,891 72 |
| 1282910R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,812 66 |
| 1284610R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,682 12 |
| | | **Warrant Total:** | **329,505.94** |

**Warrant #: VW 00354329** **Payee Name: BYRDSON SERVICES LLC**

| | | | |
|---|---|---|---|
| 372 BROWN | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -254 50 |
| 372 BROWN | 2914152511 - 5519010 | Ownr-Occupied Rehab - Contractor - Construction | 2,545 00 |
| 373 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -613 00 |
| 373 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 6,130 00 |
| 37366 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,304 20 |
| 37366 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 53,042.00 |
| | | **Warrant Total:** | **55,545.30** |

**Warrant #: VW 00354396** **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

| | | | |
|---|---|---|---|
| 23216 032012 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,356 00 |
| 23222 031212 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,198 00 |
| 23224 031212 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,095 00 |
| 23234 031612 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,279 00 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 23245 031412 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,362 00 |
| 23247 032312 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,383 00 |
| 23250 032012 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,002 00 |
| 23254 032112 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,111 00 |
| 23262 032312 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,699 00 |
| 23279 032712 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,522 00 |
| 23296 032912 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,203 00 |
| 23297 032912 | 2914152511 - 5519020 | Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst | 1,184 00 |
| | | **Warrant Total:** | **15,394.00** |

**Warrant #: VW 00354464** **Payee Name: SULLIVAN LAND SERVICES LTD**

| | | | |
|---|---|---|---|
| 2012151 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,772 05 |
| 2012162 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,813 74 |
| 2012164 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,354 74 |
| 2012164 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 33,547 43 |
| 2012173 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 13,129 83 |
| 2012174 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,201 76 |
| 2012193 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -8,016 86 |
| 2012193 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 63,695 04 |
| 2012193 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 16,473 60 |
| 2012196 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -7,851 40 |
| 2012196 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 78,513 95 |
| 2012197 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -6,688 33 |
| 2012197 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 66,883 25 |
| | | **Warrant Total:** | **279,119 32** |

**Warrant #: VW 00354470** **Payee Name: TEGRITY HOMES LLC**

| | | | |
|---|---|---|---|
| 10699RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,977 52 |
| 10737RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,224 29 |
| 1123433 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -2,910 91 |
| 1123433 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 29,109 13 |
| 12023FINAL | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,267 16 |
| 12023FINAL | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 26,171 64 |
| 12023FINAL | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 26,500 00 |
| 1233633 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,276 91 |
| 1233633 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,769 08 |
| 1233666 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,276 91 |
| 1233666 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,769 08 |
| 12693FINAL | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,397 02 |
| 12693FINAL | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 33,970 18 |
| 1276633 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,068 95 |
| 1276633 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 40,689 47 |
| 1276666 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,068 95 |
| 1276666 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 40,689 47 |
| | | **Warrant Total.** | **259,603.05** |

**FUND 2914 TOTAL: 2,428,259.13**

## FUND: 2915 CDBG Infrastructure Program

**Warrant #: VW 00354349** **Payee Name: CRAIN GROUP, LLC**

| | | | |
|---|---|---|---|
| 4 022912 | 2915000000 - 2070001 | CDBG Infrastructure Program - Contract Payable Retainage | -6,898 25 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 4 022912 | 2915291014 - 5481000 | San Leon VFD Improvements - Contract Service | 137,965 00 |
| | | **Warrant Total:** | **131,066.75** |

**Warrant #: VW 00354459** **Payee Name: STERLING STRUCTURES, INC**

| | | | |
|---|---|---|---|
| 2 032912 | 2915000000 - 2070001 | CDBG Infrastructure Program - Contract Payable Retainage | -9,367 04 |
| 2 032912 | 2915242100 - 5481000 | Crystal Beach VFD - Contract Service | 187,340 77 |
| | | **Warrant Total:** | **177,973.73** |

**FUND 2915 TOTAL: 309,040.48**

## FUND: 2994 Disaster Recovery - Ike

**Warrant #: VW 00354316** **Payee Name: BECK DISASTER RECOVERY INC**

| | | | |
|---|---|---|---|
| 0104362B | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 3,242 50 |
| 0105949A | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 5,532 50 |
| 0106120 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 1,492 50 |
| 0106176 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 1,425 00 |
| 0107877A | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 22 50 |
| 0108395A | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 4,347 50 |
| 0109031 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 0109147A | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 010915 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 45 00 |
| 0109162 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 247 50 |
| 0109165 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 45 00 |
| 0109170 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 0109254A | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 0110905 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 45 00 |
| 0110910 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 135 00 |
| 0111071 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 157 50 |
| 0111142A | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 0111143A | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 45 00 |
| 0111176 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 135 00 |
| 0111194 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 495 00 |
| 0111321 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 1,485 00 |
| 0111462 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 247 50 |
| 0111559 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 0111635 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 112 50 |
| 011164 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 67 50 |
| | | **Warrant Total:** | **19,865.00** |

**FUND 2994 TOTAL: 19,865.00**

## FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

**Warrant #: VW 00000389** **Payee Name: TRIPLE B SERVICES LLP**

| | | | |
|---|---|---|---|
| 22 030512 | 3310315162 - 5731015 | Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj | 513,535 90 |
| | | **Warrant Total:** | **513,535.90** |

**FUND 3310 TOTAL: 513,535.90**

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 3312 Unltd Tax Road Bonds Sr 2009** | | | |
| **Warrant #: VW 00354304** | **Payee Name: AECOM TECHNICAL SERVICES INC** | | |
| 1 | 3312312111 - 5731609 | Non-County Roads - SH6/Santa Fe HS Turn Ln Imprvm | 29,111 37 |
| | | **Warrant Total:** | **29,111.37** |
| **Warrant #: VW 00354309** | **Payee Name: ANGEL BROTHERS ENTERPRISES LTD** | | |
| 5 022912 | 3312000000 - 2070001 | Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage | -14,399 23 |
| 5 022912 | 3312312111 - 5731117 | Non-County Roads - Louisiana | 287,984 54 |
| | | **Warrant Total:** | **273,585.31** |
| **Warrant #: VW 00354344** | **Payee Name: COBB FENDLEY & ASSOCIATES** | | |
| 236895 | 3312312111 - 5731127 | Non-County Roads - Hughes Road | 10,358 15 |
| | | **Warrant Total:** | **10,358.15** |
| **Warrant #: VW 00354403** | **Payee Name: KLOTZ ASSOC INC** | | |
| 312051 | 3312312111 - 5731128 | Non-County Roads - Melody Lane | 3,157 06 |
| | | **Warrant Total:** | **3,157.06** |
| **Warrant #: VW 00354435** | **Payee Name: PATE ENGINEERS INC** | | |
| 0119462 | 3312312111 - 5731126 | Non-County Roads - Owens Drive | 14,525 65 |
| 0119518 | 3312312111 - 5731125 | Non-County Roads - Hanson Road | 4,206 25 |
| | | **Warrant Total:** | **18,731 90** |
| **Warrant #: VW 00354440** | **Payee Name: R W LUCAS CONSTRUCTION LLC** | | |
| 10 032912 LAWREN | 3312000000 - 2070001 | Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage | -5,060 09 |
| 10 032912 LAWREN | 3312312112 - 5731138 | County Road - Lawrence Rd | 101,201 98 |
| 3 022912 HR | 3312000000 - 2070001 | Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage | -6,581 23 |
| 3 022912 HR | 3312312111 - 5731125 | Non-County Roads - Hanson Road | 131,624 62 |
| 7 022912 | 3312000000 - 2070001 | Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage | -12,113 87 |
| 7 022912 | 3312312111 - 5731173 | Non-County Roads - 6th Street | 242,277 40 |
| | | **Warrant Total:** | **451,348.81** |
| | | **FUND 3312 TOTAL:** | **786,292.60** |
| **FUND: 3315 Galv Causeway RR Bridge Proj** | | | |
| **Warrant #: VW 00354438** | **Payee Name: Q C LABORATORIES INC** | | |
| 1137634 | 3315313200 - 5722903 | Causeway Railroad Bridge Prj - Owners Contingency | 5,508 00 |
| 1140286 | 3315313200 - 5722903 | Causeway Railroad Bridge Prj - Owners Contingency | 81 00 |
| | | **Warrant Total:** | **5,589.00** |
| | | **FUND 3315 TOTAL:** | **5,589.00** |
| **FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins** | | | |
| **Warrant #: VW 00354328** | **Payee Name: BURNS, ANNA** | | |
| 01/11/12 RMB | 6123000010 - 4433010 | General Government - Premium Paid by Employee | 652 17 |
| | | **Warrant Total:** | **652.17** |
| **Warrant #: VW 00354330** | **Payee Name: CAREHERE LLC** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 7446 | 6123155021 - 5417207 | Group Insurance - CareHere Program Fee | 22,833 00 |
| | | **Warrant Total:** | **22,833.00** |
| | | **FUND 6123 TOTAL:** | **23,485.17** |

## FUND: 7605 Escrow Fund

**Warrant #: VW 00354394** **Payee Name: ISLAND IMAGES INC**

| | | | |
|---|---|---|---|
| 3358 | 7605000000 - 2473030 | Escrow Fund - CO Crt Restit-Due to Victims | 55 00 |
| | | **Warrant Total:** | **55.00** |

**Warrant #: VW 00354472** **Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**

| | | | |
|---|---|---|---|
| 3362 | 7605000000 - 2473030 | Escrow Fund - CO Crt Restit-Due to Victims | 10 00 |
| | | **Warrant Total:** | **10.00** |
| | | **FUND 7605 TOTAL:** | **65.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

## Summary of All Funds

| Fund | | Amount |
|---|---|---|
| 1101 | General Fund | 1,996,308 77 |
| 2102 | Co Clerk Rec Mgt & Pres Fund | 94 00 |
| 2111 | Tx Assess/Coll Sp Inv Tx Fund | 150 00 |
| 2131 | DA Seized Funds Afte Aft 10/89 | 5,431 48 |
| 2211 | Law Library | 9,913 45 |
| 2212 | Mediation Services Prog Fund | 150 00 |
| 2220 | Adult Probation Fund | 2,415 19 |
| 2230 | Juvenile Justice Fund | 8,620 19 |
| 2240 | Sheriff's Commissary Fund | 336 00 |
| 2242 | Sheriff's Seizure Aft 10/89 | 943 00 |
| 2250 | Law Enforcement Education Fund | 100 00 |
| 2260 | Emergency Management Fund | 18,875 00 |
| 2301 | Road & Bridge Fund | 21,607 57 |
| 2370 | Flood Control Fund | 203 73 |
| 2410 | Mosquito Control District Fund | 4,246 86 |
| 2501 | Child Welfare Fund | 73 47 |
| 2601 | Beach & Parks Fund | 1,026 52 |
| 2824 | Adult Probation Community | 2,890 00 |
| 2841 | Juvenile Probation-State Aid | 1,267 60 |
| 2864 | Auto Crimes Task Force Grant | 7,475 85 |
| 2893 | HMGP - IKE | 1,267,455 60 |
| 2914 | CDBG Housing Program | 2,428,259 13 |
| 2915 | CDBG Infrastructure Program | 309,040 48 |
| 2994 | Disaster Recovery - Ike | 19,865 00 |
| 3310 | Pass Thru Toll Rv Lt Tx BdSr07 | 513,535 90 |
| 3312 | Unltd Tax Road Bonds Sr 2009 | 786,292 60 |
| 3315 | Galv Causeway RR Bridge Proj | 5,589 00 |
| 6123 | Group,Wrks'Comp,Unemplmnt Ins | 23,485 17 |
| 7605 | Escrow Fund | 65 00 |
| | **Grand Total:** | **7,435,716.56** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

**Approved Order to pay by Commissioners Court this day** April 3, 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**

**Stephen D. Holmes, Galveston County Commissioner, Pct 3**

**ATTEST:**

**Dwight D. Sullivan, County Clerk**

**Kenneth Clark, Galveston County Commissioner, Pct 4**

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354301 | 702471 | ABL MANAGEMENT INC | 04/03/12 | 19,989 46 | MW | OH | | |
| A200354302 | 705302 | ACS GOVERNMENT SYSTEM INC | 04/03/12 | 3,800 00 | MW | OH | | |
| A200354303 | 432263 | ADULT PSYCHIATRIC CLINIC | 04/03/12 | 2,410 00 | MW | OH | | |
| A200354304 | 701156 | AECOM TECHNICAL SERVICES INC | 04/03/12 | 29,111 37 | MW | OH | | |
| A200354305 | 709099 | ALLIED FIRE PROTECTION LP | 04/03/12 | 402 99 | MW | OH | | |
| A200354306 | 709623 | AMBIT ENERGY LP | 04/03/12 | 64 77 | MW | OH | | |
| A200354307 | 711832 | AMERICAN HOME BUILDERS INC | 04/03/12 | 217,005 14 | MW | OH | | |
| A200354308 | 711548 | AMERICAN HOMESTAR CORPORATION | 04/03/12 | 127 315 35 | MW | OH | | |
| A200354309 | 702078 | ANGEL BROTHERS ENTERPRISES LT | 04/03/12 | 273,585 31 | MW | OH | | |
| A200354310 | 712112 | B&MS CONSTRUCTION INC | 04/03/12 | 68,659 92 | MW | OH | | |
| A200354311 | 021030 | BACLIFF BUILDERS SUPPLY INC | 04/03/12 | 37 22 | MW | OH | | |
| A200354312 | 021329 | BACLIFF MUNICIPAL UTILITY DIS | 04/03/12 | 72 36 | MW | OH | | |
| A200354313 | 713672 | BANE JANIS | 04/03/12 | 249 66 | MW | OH | | |
| A200354314 | 704744 | BAY ENVIRONMENTAL INC | 04/03/12 | 1 000 00 | MW | OH | | |
| A200354315 | 026047 | BAYGAS INC | 04/03/12 | 94 53 | MW | OH | | |
| A200354316 | 710073 | BECK DISASTER RECOVERY INC | 04/03/12 | 19 865 00 | MW | OH | | |
| A200354317 | 712283 | BEHRANA, SONIA | 04/03/12 | 585 00 | MW | OH | B7 | |
| A200354318 | 401969 | BENNETT, JAMES M | 04/03/12 | 480 00 | MW | OH | B7 | |
| A200354319 | 713399 | BERTINI LAW FIRM PC | 04/03/12 | 617 50 | MW | OH | B7 | |
| A200354320 | 711795 | BGB INTERESTS LP | 04/03/12 | 176,402 16 | MW | OH | | |
| A200354321 | 023010 | BIO QUIP PRODUCTS | 04/03/12 | 190 85 | MW | OH | | |
| A200354322 | 021303 | BOB BARKER CO INC | 04/03/12 | 1,778 87 | MW | OH | | |
| A200354323 | 401759 | BOSWORTH PAPERS INC | 04/03/12 | 678 75 | MW | OH | | |
| A200354324 | 432192 | BOZEMAN KELLY | 04/03/12 | 173 77 | MW | OH | | |
| A200354325 | 024240 | BROOKSIDE EQUIP SALES INC | 04/03/12 | 612 84 | MW | OH | | |
| A200354326 | 712308 | BURGHLI HOMES PROMENADE HOMES | 04/03/12 | 329 505 94 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354327 | 713513 | BURKE AUSTIN MOORE | 04/03/12 | 373 75 | MW | OH | B7 | |
| A200354328 | 713702 | BURNS, ANNA | 04/03/12 | 652 17 | MW | OH | | |
| A200354329 | 711146 | BYRDSON SERVICES LLC | 04/03/12 | 55 545 30 | MW | OH | | |
| A200354330 | 708822 | CAREHERE LLC | 04/03/12 | 22,833 00 | MW | OH | | |
| A200354331 | 706332 | CASTILLO, CAROL N | 04/03/12 | 633 20 | MW | OH | B7 | |
| A200354332 | 706933 | CEDRICK L MUHAMMAD PC | 04/03/12 | 325 00 | MW | OH | B7 | |
| A200354333 | 407782 | CENTERPOINT ENERGY | 04/03/12 | 1,863 31 | MW | OH | | |
| A200354334 | 702429 | CHAIR TAI CHI | 04/03/12 | 200 00 | MW | OH | | |
| A200354335 | 702429 | CHAIR TAI CHI | 04/03/12 | 40 00 | MW | OH | | |
| A200354336 | 702990 | CHAPA RON | 04/03/12 | 140 08 | MW | OH | | |
| A200354337 | 712596 | CHERRY CRUSHED CONCRETE | 04/03/12 | 2,641 80 | MW | OH | | |
| A200354338 | 406638 | CIMA COMPANIES INC, THE | 04/03/12 | 1 522 76 | MW | OH | | |
| A200354339 | 033985 | CITY OF GALVESTON | 04/03/12 | 5,052 56 | MW | OH | | |
| A200354340 | 703036 | CITY OF JAMAICA BEACH | 04/03/12 | 881 40 | MW | OH | | |
| A200354341 | 033589 | CITY OF SANTA FE | 04/03/12 | 4,168 08 | MW | OH | | |
| A200354342 | 403085 | CITY OF TEXAS CITY | 04/03/12 | 220 48 | MW | OH | | |
| A200354343 | 033290 | CLARK DIANE | 04/03/12 | 893 75 | MW | OH | B7 | |
| A200354344 | 707069 | COBB FENDLEY & ASSOCIATES | 04/03/12 | 10,358 15 | MW | OH | | |
| A200354345 | 223792 | COFEJO HARDWARE INC | 04/03/12 | 68 82 | MW | OH | | |
| A200354346 | 034223 | COLTZER, ROBERT G | 04/03/12 | 1,398 15 | MW | OH | B7 | |
| A200354347 | 710312 | COMPTON PH D , KRISTI L | 04/03/12 | 2,318 75 | MW | OH | B7 | |
| A200354348 | 400896 | COOK DAVID | 04/03/12 | 380 25 | MW | OH | B7 | |
| A200354349 | 713773 | CRAIN GROUP, LLC | 04/03/12 | 131,066 75 | MW | OH | | |
| A200354350 | 406388 | DELL MARKETING LP | 04/03/12 | 2 176 85 | MW | OH | | |
| A200354351 | 706153 | DIAZ, MARK A | 04/03/12 | 1 015 00 | MW | OH | B7 | |
| A200354352 | 043216 | DICKINSON IND SCHOOL DISTRICT | 04/03/12 | 2,000 00 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354353 | 706718 | DOLPHIN CHEMICAL & SUPPLY COM | 04/03/12 | 974 70 | MW | OH | | |
| A200354354 | 701181 | DUCOTE, JEREMY B | 04/03/12 | 390 00 | MW | OH | B7 | |
| A200354355 | 714274 | ELLIS, SABRINA E | 04/03/12 | 100 00 | MW | OH | B7 | |
| A200354356 | 405028 | ENTERGY | 04/03/12 | 141 89 | MW | OH | | |
| A200354357 | 710007 | ENVIRONMENTAL SYSTEMS RESEARH | 04/03/12 | 1,209 41 | MW | OH | | |
| A200354358 | 403437 | EXXON CREDIT CARD CENTER | 04/03/12 | 97 02 | MW | OH | | |
| A200354359 | 410365 | FAUS, SALVADOR | 04/03/12 | 536 25 | MW | OH | B7 | |
| A200354360 | 062067 | FEDEX CORP | 04/03/12 | 168 80 | MW | OH | | |
| A200354361 | 407685 | FILLINGAME INC | 04/03/12 | 328 00 | MW | OH | | |
| A200354362 | 703810 | FIRST CHOICE POWER | 04/03/12 | 326 14 | MW | OH | | |
| A200354363 | 709477 | FISHER, DENA LAURA | 04/03/12 | 12 074 10 | MW | OH | B7 | |
| A200354364 | 710210 | FLEETCOR TECHNOLOGIES DBA CHE | 04/03/12 | 87 24 | MW | OH | | |
| A200354365 | 712917 | FLEMING, MARCUS J | 04/03/12 | 536 25 | MW | OH | B7 | |
| A200354366 | 704440 | FULK, GEORGE BYRON | 04/03/12 | 1,170 00 | MW | OH | B7 | |
| A200354367 | 704625 | G & K SERVICES | 04/03/12 | 670 79 | MW | OH | | |
| A200354368 | 700476 | GALVESTON COUNTY EMERGENCY CO | 04/03/12 | 1,705 41 | MW | OH | | |
| A200354369 | 431945 | GALVESTON COUNTY HEALTH DISTR | 04/03/12 | 1601,212 55 | MW | OH | | |
| A200354370 | 406195 | GALVESTON COUNTY SHERIFF'S DE | 04/03/12 | 250 00 | MW | OH | | |
| A200354371 | 071175 | GALVESTON COUNTY WCID #1 | 04/03/12 | 337 58 | MW | OH | | |
| A200354372 | 071407 | GALVESTON COUNTY WCID #8 | 04/03/12 | 506 33 | MW | OH | | |
| A200354373 | 410619 | GALVESTON COUNTY | 04/03/12 | 840 00 | MW | OH | | |
| A200354374 | 709672 | GEN-DIAGNOSTICS INC | 04/03/12 | 804 25 | MW | OH | | |
| A200354375 | 705071 | GENESIS DRY CARPET CLEANING | 04/03/12 | 3,333 00 | MW | OH | | |
| A200354376 | 703986 | GILLMAN, MICHAEL DAVID | 04/03/12 | 1,641 25 | MW | OH | B7 | |
| A200354377 | 708298 | GOLDSBERRY & ASSOCIATES PLLC | 04/03/12 | 65 00 | MW | OH | B7 | |
| A200354378 | 714104 | GOTTLOB,JEFFREY | 04/03/12 | 90 91 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354379 | 704961 | GRANGER, ROSSLYN N | 04/03/12 | 480 00 | MW | OH | | |
| A200354380 | 704287 | GREEN MOUNTAIN ENERGY CO | 04/03/12 | 41 03 | MW | OH | | |
| A200354381 | 701592 | GULF COAST CENTURY | 04/03/12 | 65 00 | MW | OH | | |
| A200354382 | 404061 | GULF COAST MARKET INC | 04/03/12 | 20 43 | MW | OH | | |
| A200354383 | 709059 | GUSTAFSON, TERRI | 04/03/12 | 123 32 | MW | OH | | |
| A200354384 | 705885 | H R M SUPPLY | 04/03/12 | 184 85 | MW | OH | | |
| A200354385 | 700466 | HALFF ASSOCIATES | 04/03/12 | 18,875 00 | MW | OH | | |
| A200354386 | 704149 | HARDY, COREY L | 04/03/12 | 23 00 | MW | OH | | |
| A200354387 | 712993 | HENRY, MARK | 04/03/12 | 351 81 | MW | OH | | |
| A200354388 | 409105 | HOME DEPOT | 04/03/12 | 794 09 | MW | OH | | |
| A200354389 | 084236 | HOUSTON EQUIPMENT COMPANY | 04/03/12 | 94 00 | MW | OH | | |
| A200354390 | 707452 | HUMPHREYS & HUMPHREYS | 04/03/12 | 150 00 | MW | OH | B7 | |
| A200354391 | 706976 | HVAC MECHANICAL SERVICES OF T | 04/03/12 | 6,855 67 | MW | OH | | |
| A200354392 | 707488 | IBRAHIM & ELLIOTT LLP | 04/03/12 | 211 25 | MW | OH | B7 | |
| A200354393 | 707468 | INNOVATIVE ALTERNATIVES INC | 04/03/12 | 1,000 00 | MW | OH | | |
| A200354394 | 714374 | ISLAND IMAGES INC | 04/03/12 | 55 00 | MW | OH | | |
| A200354395 | 409049 | JAHN-GALVESTON INSURANCE AGEN | 04/03/12 | 469 00 | MW | OH | | |
| A200354396 | 409049 | JAHN-GALVESTON INSURANCE AGEN | 04/03/12 | 15,394 00 | MW | OH | | |
| A200354397 | 400471 | JOE AGUIRRE TILE INC | 04/03/12 | 200 00 | MW | OH | | |
| A200354398 | 701979 | JONES LAW FIRM | 04/03/12 | 871 00 | MW | OH | B7 | |
| A200354399 | 705333 | KASSBOHRER ALL TERRAIN VEHICL | 04/03/12 | 1,707 51 | MW | OH | | |
| A200354400 | 704638 | KAUFMANN, CHARLES R | 04/03/12 | 260 00 | MW | OH | B7 | |
| A200354401 | 711325 | KIWI TIRE SHOP | 04/03/12 | 40 00 | MW | OH | | |
| A200354402 | 402386 | KLEEN JANITORIAL SUPPLY COMPA | 04/03/12 | 3 171 88 | MW | OH | | |
| A200354403 | 113100 | KLOTZ ASSOC INC | 04/03/12 | 3,157 06 | MW | OH | | |
| A200354404 | 114041 | KROGER CO, THE | 04/03/12 | 73 47 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354405 | 121053 | LANSDOWNE MOODY CO LP | 04/03/12 | 951 60 | MW | OH | | |
| A200354406 | 712831 | LAW OFFICE OF ALEX BILL III | 04/03/12 | 195 00 | MW | OH | B7 | |
| A200354407 | 711176 | LAW OFFICE OF CS HALL PLLC | 04/03/12 | 455 00 | MW | OH | B7 | |
| A200354408 | 712315 | LAW OFFICE OF J MICHAEL THREA | 04/03/12 | 950 00 | MW | OH | B7 | |
| A200354409 | 713605 | LAW OFFICE OF PHILLIP M DAVI | 04/03/12 | 178 75 | MW | OH | B7 | |
| A200354410 | 713255 | LAW OFFICES OF D CHRIS HESSE | 04/03/12 | 747 50 | MW | OH | B7 | |
| A200354411 | 403281 | LAW OFFICES OF DAVID P WALKER | 04/03/12 | 2,710 50 | MW | OH | B7 | |
| A200354412 | 706067 | LCR-M LIMITED PARTNERSHIP | 04/03/12 | 344 62 | MW | OH | | |
| A200354413 | 710420 | LEAGUE CITY OUTDOOR POWER EQU | 04/03/12 | 173 39 | MW | OH | | |
| A200354414 | 705777 | LEATHERS, BILL | 04/03/12 | 520 00 | MW | OH | B7 | |
| A200354415 | 703031 | LEE, LEDA F | 04/03/12 | 30 53 | MW | OH | | |
| A200354416 | 123026 | LIGGIOS TIRE AND SERVICE CENT | 04/03/12 | 104 04 | MW | OH | | |
| A200354417 | 705152 | LOVE PAUL | 04/03/12 | 162 50 | MW | OH | B7 | |
| A200354418 | 709123 | M FOX CURL AND ASSOCIATES PC | 04/03/12 | 1,016 60 | MW | OH | B7 | |
| A200354419 | 713989 | MAILFINANCE INC | 04/03/12 | 3,333 90 | MW | OH | | |
| A200354420 | 709125 | MALONEY & PARKS LLP | 04/03/12 | 195 00 | MW | OH | B7 | |
| A200354421 | 710378 | MARTIN RESOURCE MANAGEMENT CO | 04/03/12 | 3,981 60 | MW | OH | | |
| A200354422 | 714397 | MARTINEZ, PEDRO J | 04/03/12 | 100 00 | MW | OH | | |
| A200354423 | 705424 | MASTER WORD SERVICE INC | 04/03/12 | 5 884 10 | MW | OH | | |
| A200354424 | 404930 | MCCARNES, LOIS | 04/03/12 | 357 50 | MW | OH | B7 | |
| A200354425 | 400532 | MCGUIRE DONNA HAGOOD | 04/03/12 | 4 473 00 | MW | OH | B7 | |
| A200354426 | 713348 | MELAMED, SANFORD | 04/03/12 | 1,020 50 | MW | OH | B7 | |
| A200354427 | 430594 | MOODY GARDENS INC | 04/03/12 | 54 00 | MW | OH | | |
| A200354428 | 702027 | MULTI SERVICE CORPORATION | 04/03/12 | 557 46 | MW | OH | | |
| A200354429 | 712990 | MURRAY, JASON | 04/03/12 | 1 357 00 | MW | OH | | |
| A200354430 | 404669 | MUSTANG TRACTOR & EQUIPMENT C | 04/03/12 | 45 52 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354431 | 711213 | NRG ENERGY INC | 04/03/12 | 220,542 57 | MW | OH | | |
| A200354432 | 711213 | NRG ENERGY INC | 04/03/12 | 100 00 | MW | OH | | |
| A200354433 | 400105 | OWEN ELECTRIC SUPPLY | 04/03/12 | 270 93 | MW | OH | | |
| A200354434 | 155036 | OZARKA NATURAL SPRING WATER | 04/03/12 | 97 21 | MW | OH | | |
| A200354435 | 702817 | PATE ENGINEERS INC | 04/03/12 | 18,731 90 | MW | OH | | |
| A200354436 | 705136 | PENINSULA SANITATION SERVICE | 04/03/12 | 900 00 | MW | OH | | |
| A200354437 | 405621 | PORT SUPPLY | 04/03/12 | 76 49 | MW | OH | | |
| A200354438 | 712275 | Q C LABORATORIES INC | 04/03/12 | 5 589 00 | MW | OH | | |
| A200354439 | 714189 | QI CONSULTING INC | 04/03/12 | 5,835 00 | MW | OH | | |
| A200354440 | 712886 | R W LUCAS CONSTRUCTION LLC | 04/03/12 | 451,348 81 | MW | OH | | |
| A200354441 | 707699 | RAMIREZ TANYA E | 04/03/12 | 3,862 50 | MW | OH | B7 | |
| A200354442 | 706403 | REED ELSEVIER INC | 04/03/12 | 64 00 | MW | OH | | |
| A200354443 | 410635 | RUSCELLI, VINCENT | 04/03/12 | 200 00 | MW | OH | MH | |
| A200354444 | 403785 | SAENZ, ALVIN N | 04/03/12 | 1,316 25 | MW | OH | B7 | |
| A200354445 | 191023 | SANTA FE AUTO PARTS INC | 04/03/12 | 254 75 | MW | OH | | |
| A200354446 | 704614 | SCHNEIDER ELECTRIC BUILDINGS | 04/03/12 | 2,636 00 | MW | OH | | |
| A200354447 | 702664 | SCHWAB, TAYLOR | 04/03/12 | 318 50 | MW | OH | B7 | |
| A200354448 | 192039 | SECRETARY OF STATE | 04/03/12 | 150 00 | MW | OH | | |
| A200354449 | 713490 | SHERMAN WATKINS PLLC | 04/03/12 | 520 00 | MW | OH | B7 | |
| A200354450 | 400542 | SHERWIN WILLIAMS PAINT CORP | 04/03/12 | 1,068 05 | MW | OH | | |
| A200354451 | 704289 | SOLUTIONS4SURE COM INC | 04/03/12 | 433 90 | MW | OH | | |
| A200354452 | 406956 | SPAN PUBLISHING INC | 04/03/12 | 152 10 | MW | OH | | |
| A200354453 | 707542 | SPRINT SPECTRUM LP | 04/03/12 | 435 91 | MW | OH | | |
| A200354454 | 713176 | SPRINT WASTE SERVICES LP | 04/03/12 | 435 01 | MW | OH | | |
| A200354455 | 707013 | STACEY VALDEZ & ASSOCIATES PL | 04/03/12 | 2,775 00 | MW | OH | B7 | |
| A200354456 | 194159 | STANDARD STEEL SUPPLY INC | 04/03/12 | 330 54 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354457 | 194167 | STATE BAR OF TEXAS | 04/03/12 | 11 15 | MW | OH | B7 | |
| A200354458 | 404845 | STENOGRAPH LLC | 04/03/12 | 2,103 20 | MW | OH | | |
| A200354459 | 713764 | STERLING STRUCTURES, INC | 04/03/12 | 177,973 73 | MW | OH | | |
| A200354460 | 409104 | STEVE'S WAREHOUSE TIRES | 04/03/12 | 15 00 | MW | OH | | |
| A200354461 | 194514 | STEVENS, MARK W | 04/03/12 | 279 50 | MW | OH | B7 | |
| A200354462 | 709091 | STICKLER, TOMMY JAMES | 04/03/12 | 438 75 | MW | OH | B7 | |
| A200354463 | 702839 | SUHLER, DAVID | 04/03/12 | 540 00 | MW | OH | B7 | |
| A200354464 | 711234 | SULLIVAN LAND SERVICES LTD | 04/03/12 | 279 119 32 | MW | OH | | |
| A200354465 | 712040 | SUMMERLIN LAW FIRM PLLC | 04/03/12 | 4,517 50 | MW | OH | B7 | |
| A200354466 | 405722 | SUN COAST RESOURCES INC | 04/03/12 | 25 997 72 | MW | OH | | |
| A200354467 | 712883 | SUNFLOWER FOODS LTD | 04/03/12 | 238 60 | MW | OH | | |
| A200354468 | 707408 | SUNGARD PUBLIC SECTOR INC | 04/03/12 | 8,630 18 | MW | OH | | |
| A200354469 | 410529 | TAYLOR, ANGELA M | 04/03/12 | 1 007 50 | MW | OH | B7 | |
| A200354470 | 711926 | TEGRITY HOMES LLC | 04/03/12 | 259,603 05 | MW | OH | | |
| A200354471 | 408442 | TEXAS ASSOCIATION FOR COURT A | 04/03/12 | 110 00 | MW | OH | | |
| A200354472 | 401245 | TEXAS DEPARTMENT OF PUBLIC SA | 04/03/12 | 10 00 | MW | OH | | |
| A200354473 | 401245 | TEXAS DEPARTMENT OF PUBLIC SA | 04/03/12 | 1267,455 60 | MW | OH | | |
| A200354474 | 708583 | TEXAS LAW & PSYCHIATRY PLLC | 04/03/12 | 3,600 00 | MW | OH | MH | |
| A200354475 | 700849 | TEXAS MUNICIPAL COURT JUSTICE | 04/03/12 | 36 00 | MW | OH | | |
| A200354476 | 406578 | TEXAS STATE UNIVERSITY SAN MA | 04/03/12 | 100 00 | MW | OH | | |
| A200354477 | 714169 | THE FRAZIER LAW FIRM, PC | 04/03/12 | 950 00 | MW | OH | B7 | |
| A200354478 | 406147 | THOMA, JOHN | 04/03/12 | 325 00 | MW | OH | B7 | |
| A200354479 | 700583 | TORRES ROBERTO | 04/03/12 | 617 50 | MW | OH | B7 | |
| A200354480 | 204479 | TREASURE ISLAND TROPHIES | 04/03/12 | 98 65 | MW | OH | | |
| A200354481 | 710161 | TUBING AND METRICS HYDRAULICS | 04/03/12 | 106 56 | MW | OH | | |
| A200354482 | 703929 | TXU ENERGY RETAIL COMPANY LP | 04/03/12 | 100 00 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354483 | 710003 | U S ENERGY SAVINGS CORP | 04/03/12 | 178 84 | MW | OH | | |
| A200354484 | 701538 | UNITED PARCEL SERVICE | 04/03/12 | 15 31 | MW | OH | | |
| A200354485 | 409463 | UNITED STATES POSTAL SERVICE | 04/03/12 | 10,000 00 | MW | OH | | |
| A200354486 | 409463 | UNITED STATES POSTAL SERVICE | 04/03/12 | 1,490 00 | MW | OH | | |
| A200354487 | 408815 | VELLA RONALD F | 04/03/12 | 180 00 | MW | OH | B7 | |
| A200354488 | 406603 | VERIZON | 04/03/12 | 1 873 64 | MW | OH | | |
| A200354489 | 231209 | WALMART | 04/03/12 | 267 13 | MW | OH | | |
| A200354490 | 702702 | WELDON WILLIAMS & LICK INC | 04/03/12 | 1,026 52 | MW | OH | | |
| A200354491 | 700273 | WELSH, MATTHEW SEAN | 04/03/12 | 101 00 | MW | OH | | |
| A200354492 | 701533 | WEST PUBLISHING CORPORATION | 04/03/12 | 9,913 45 | MW | OH | | |

S U B T O T A L S

| | | | |
|---|---|---|---|
| Total Void Machine Written | 0 00 | Number of Checks Processed | 0 |
| Total Void Hand Written | 0 00 | Number of Checks Processed | 0 |
| Total Machine Written | 6015,097 79 | Number of Checks Processed | 192 |
| 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 | 6015,097 79 | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| F600000384 | 714252 | CLASSIC AUTOPLEX GALVESTON | 04/03/12 | 3 752 60 | CX | OH | | |
| F600000385 | 711931 | DSW HOMES LLC | 04/03/12 | 899 708 95 | CX | OH | | |
| F600000386 | 071118 | CALVESTON NEWSPAPERS INC | 04/03/12 | 605 00 | CX | OH | | |
| F600000387 | 403006 | KEYWORTHS HARDWARE INC | 04/03/12 | 252 32 | CX | OH | | |
| F600000388 | 705097 | LONE STAR UNIFORMS INC | 04/03/12 | 2,764 00 | CX | OH | | |
| F600000389 | 711227 | TRIPLE B SERVICES LLP | 04/03/12 | 513 535 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 | 1420,618 77 | Number of Checks Processed | 6 |
| S U B T O T A L | 1420,618 77 | | |

| 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 | 6015,097 79 | Number of Checks Processed | 192 |
| Total Hand Written | 0 00 | Number of Checks Processed | 0 |
| Total Reversals | 0 00 | Number of Checks Processed | 0 |
| Total Cancelled | 1420,618 77 | Number of Checks Processed | 6 |
| G R A N D T O T A L | 7435,716 56 | | |

# *Galveston County, Texas*

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 1101 General Fund** | | | |
| **Warrant #: VW 00354493** | | **Payee Name: BFI WASTE SERVICES OF TEXAS LP** | |
| 0855000497730 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 81 18 |
| | | **Warrant Total:** | **81.18** |
| **Warrant #: VW 00354494** | | **Payee Name: CITY OF GALVESTON** | |
| 092590 | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 81 19 |
| | | **Warrant Total:** | **81.19** |
| **Warrant #: VW 00354495** | | **Payee Name: NORTHEAST TEXAS DATA CORPORATION, THE** | |
| 13423 | 1101159100 - 5423500 | Information Technology - Maintenance of Software | 2,247 57 |
| | | **Warrant Total:** | **2,247.57** |
| **Warrant #: VW 00354496** | | **Payee Name: ZURI INVESTIGATIONS & ATTORNEY SERVICES** | |
| 10CR2547 212TH | 1101121000 - 5431102 | Justice Administration - Prof Srvs-Expert Witness | 708 59 |
| | | **Warrant Total:** | **708.59** |
| | | **FUND 1101 TOTAL:** | **3,118.53** |

# *Galveston County, Texas*

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 04/03/2012

**Approved Order to pay by Commissioners Court this day** April 3, 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**

**Stephen D. Holmes, Galveston County Commissioner, Pct 3**

**ATTEST:**

**Dwight D. Sullivan, County Clerk**

**Kenneth Clark, Galveston County Commissioner, Pct 4**

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| A200354493 | 700686 | BFI WASTE SERVICES OF TEXAS L | 04/03/12 | 81 18 | MW | OH | | |
| A200354494 | 033985 | CITY OF GALVESTON | 04/03/12 | 81 19 | MW | OH | | |
| A200354495 | 702547 | NORTHEAST TEXAS DATA CORPORAT | 04/03/12 | 2 247 57 | MW | OH | | |
| A200354496 | 709155 | ZURI INVESTIGATIONS & ATTORNE | 04/03/12 | 708 59 | MW | OH | B7 | |

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 | 3,118 53 | Number of Checks Processed | 4 |
| 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 | 3,118 53 | | |

# AGENDA ITEM #1b

**ORDER**

On this the 3rd day of April 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 March 28th, 2012 and being salary warrant numbers **PY0333234 through PY0333247 and EFT90329243 through EFT90330527.** The gross amount of such warrants are estimated **$2,748,473.80 for Biweekly Payroll #07, 2012.**

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

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **3RD** DAY

OF **APRIL**, 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

**Galv Cnty Production**

Employee Pay Assignment Changes for Payroll Period : 3/15/2012 thru 3/28/2012

| Division | Division Name | Employee Name | Type | Position Number and Description | Begin | End | GrSt | Annual | Rate * | Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 121000 | Justice Administration | WHEELER AMANDA L | FTBE | 5 CASE MANAGEMENT | | 3/23/2012 | 12A1 | $30,065 | 1,156 38 B | TERMINATION |
| 126100 | District Clerk | MURPHY NANCY | FTBE | 19 SR DEPUTY DISTRICT CLERK | 3/22/2012 | | 12A1 | $30 065 | 1,156 38 B | PROMOTION |
| 126100 | District Clerk | VAUGHN LOIS A | FTBE | 46 DEPUTY DISTRICT CLERK-TEMP | 3/24/2012 | | 10A1 | $27,238 | 1,047 62 B | REASSIGNMENT |
| 126100 | District Clerk | BOYSEN, SHERFEN | PTNH | 523 COURT CLERK COORDINATOR | 3/26/2012 | | 14A1 | $33,196 | 15 96 H | APPOINTMENT |
| 127100 | District Attorney | PARKER, MATTHEW D | FTBE | 43 FRAUD EXAMINER | | 3/28/2012 | 21B1 | $50,498 | 1,942 24 B | TERMINATION |
| 151480 | Road District #1 | ENRIQUEZ JR, JOE A | FTBH | 7 TOLL COLLECTOR | 3/15/2012 | | 05R1 | $32,377 | 1 245 30 B | REASSIGNMENT |
| 151480 | Road District #1 | ENRIQUEZ SR, MICHAEL A | FTBH | 4 TOLL COLLECTOR | 3/15/2012 | | 05R1 | $32,377 | 15 56 H | REASSIGNMENT |
| 151500 | Tax Assessor/Collector | DOMINICK, LATONYA R | FTBE | 9 PROPERTY TAX SPECIALIST | 3/16/2012 | | 11A1 | $28,617 | 1,100 66 B | PROMOTION |
| 211133 | Corrections-Sheriff | FERGUSON, ANDREW J | FTBE | 143 DEPUTY IV | 3/27/2012 | | 16H1 | $43,544 | 1,674 79 B | CAREER LADDER |
| 211133 | Corrections-Sheriff | MARTINEZ, NICHOLAS A | FTBE | 125 DEPUTY I | | 3/19/2012 | 13D1 | $34,016 | 1,308 34 B | TERMINATION |
| 211133 | Corrections-Sheriff | PIEL, RODNEY | FTBE | 116 CORRECTIONS-ENTRY | 3/22/2012 | | 12D1 | $32,377 | 1,245 30 B | TRANSFER |
| 211133 | Corrections-Sheriff | SCOTT, BELINDA R | FTBE | 30 DEPUTY V | 3/15/2012 | | 17J1 | $48,064 | 1 848 65 B | CAREER LADDER |
| 223500 | Constable Pct #5 - Montez | AVENDANO JR, RICHARD | PTNH | 5 BAILIFF-PRECINCT 5 | 3/20/2012 | | 0000 | $2,725 | 2 62 H | APPOINTMENT |
| 255100 | Adult Probation | COPPOLA, FRANCESCO W | FTBE | 20 ASSISTANT SUPERVISOR | 3/15/2012 | | 0000 | $38,920 | 1 496 95 B | PROMOTION |
| 255100 | Adult Probation | HENDERSON, ANTHONY C | FTBE | 21 ASSISTANT SUPERVISOR | 3/15/2012 | | 0000 | $37,204 | 1 430 96 B | PROMOTION |
| 255100 | Adult Probation | THOMPSON SHELLY M | FTBE | 9 ASSISTANT SUPERVISOR | 3/15/2012 | | 0000 | $36,515 | 1 404 46 B | PROMOTION |
| 255110 | Special Substance Abuse | MILLER JARVIS D | FTBE | 49 ASSISTANT SUPERVISOR | 3/15/2012 | | 0000 | $39,050 | 1,501 95 B | PROMOTION |
| 256118 | Detention | CAPTAIN, COURTNEY R | PTNH | 501 JUVENILE SUPERVISION | | 3/28/2012 | 12B1 | $15,028 | 14 45 H | TERMINATION |
| 296100 | Flood Control | MILLENDER, GERRY | FTBE | 3 HEAVY EQUIPMENT OPERATOR | 3/15/2012 | | 09A1 | $25,925 | 997 14 B | APPOINTMENT |
| 312120 | F M Lateral Road | FUENTES SR, DAVID J | FTBE | 49 HEAVY EQUIPMENT OPERATOR | 3/22/2012 | | 09A1 | $25,925 | 997 14 B | APPOINTMENT |
| 312120 | F M Lateral Road | JONES, JAMES E | FTBE | 69 HEAVY EQUIPMENT OPER II | 3/27/2012 | | 10A1 | $27 238 | 1,047 62 B | APPOINTMENT |
| 522020 | Parks Division | ANDERS, JOHN J | PTNH | 506 PARK AIDE SEASONAL | 3/26/2012 | | 02C1 | $9,640 | 9 27 H | APPOINTMENT |



* Rate Type H = Hourly, B = Biweekly Salary

# AGENDA ITEM #1c

# ORDER

On this 3rd day of April, 2012, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present.

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

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly Health Insurance claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 made by Boon Chapman for the month ending January 31, 2012 the gross amount of such payment being $1,144,691.76

UPON MOTION OF THE COUNTY ~~COMMISSIONER~~ JUDGE HENRY AND SECONDED BY COMMISSIONER O'BRIEN the above order was passed this 3RD DAY OF APRIL, 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

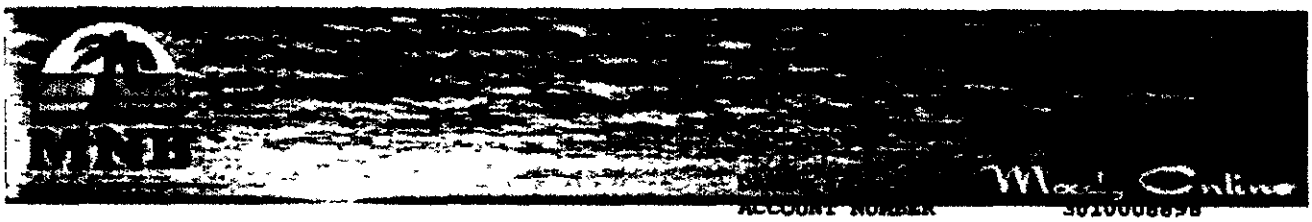
RECOMMENDED:

Cliff Billingsley, CPA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - MNB3010008898
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013056)
January 31, 2012

| BALANCES PER THE BANK | | BEGINNING BALANCE | DEPOSITS | WITHDRAWALS | ENDING BALANCE |
|---|---|---|---|---|---|
| **BANK** | | $ 146,949 61 | $ 1,075,730 51 | $ 1,128,623 73 | $ 94,056 39 |
| ***DEPOSITS IN TRANSIT*** | | | | | |
| PRIOR MONTH CLAIMS FUNDING | | - | | | - |
| CURRENT MONTH CLAIMS FUNDING | | | - | | - |
| ***OUTSTANDING CHECKS*** | | | | | |
| PRIOR MONTH | 66,631 17 | (66,631 17) | | (66,631 17) | - |
| CURRENT MONTH | 82,699 20 | | | 82,699 20 | (82,699 20) |
| **ADJUSTMENTS** | | | | | |
| Duplicate Ck#13710 clrd, ck13598 duplicate | | 54 49 | | | 54 49 |
| Amount Error Ck# 13671 clrd1/4/08 as 13674 for 54 49 sb 6 81 | | 47 58 | | | 47 58 |
| Ck #28408 cleared 12/8/08 for 7 11 sb 7 34 | | (0 23) | | | (0 23) |
| 3/1/10 Ck41715 cleared for 7 81 s/h/bn 47 81 is OS | | 47 81 | | | 47 81 |
| 8/20/10 Ck47153 cleared as 47151&ck47153 is in OS list for original amount of $1,100 80 | | 1,100 80 | | | 1,100 80 |
| **ADJUSTED BALANCES PER BANK** | | **$ 81,568.89** | **$ 1,075,730.51** | **$ 1,144,691.76** | **$ 12,607.64** |

| BALANCES PER THE BOOKS | BEGINNING BALANCE | RECEIPTS | DISBURSEMENTS | ENDING BALANCE |
|---|---|---|---|---|
| **IFAS** | $ 12,230 21 | $ 1,075,353 08 | $ 1,075,353 08 | $ 12,230 21 |
| **ADJUSTMENTS** | | | | |
| 12/21/11 Fnds retrnd to demand-ck clrd 12/27/11 | (65,761 42) | | (65,761 42) | - |
| 12/28/11 Funded ck #63190 | 81,732 00 | | 81,732 00 | - |
| 12/29/11 Funded ck# 63332 | 49,090 10 | | 49,090 10 | - |
| 12/29/11 Funded ck# 63461 | 4,278 00 | | 4,278 00 | - |
| 1/17/12 Vpay credit | | 173 54 | | 173.54 |
| 1/17/12 Vpay credit | | 173 54 | | 173 54 |
| **INTEREST** | | | | - |
| Jan- 12 | | 30 35 | | 30 35 |
| | | | | - |
| | | | | - |
| | | | | - |
| **ADJUSTED BALANCES PER BOOK** | **$ 81,568.89** | **$ 1,075,730 51** | **$ 1,144,691.76** | **$ 12,607.64** |




ACCOUNT NUMBER 3010008898
ENCL 8

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

EFFECTIVE JULY 21, 2011, MOODY NATIONAL BANK MAKES THE FIRST $200 OF NON NEXT DAY CHECKS YOU DEPOSIT AVAILABLE ON THE NEXT BUSINESS DAY

## CHECKING ACCOUNTS

***VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM***

| | | | |
|---|---|---|---|
| COMMERCIAL CHEX + NOW CHECKING | | NUMBER OF ENCLOSURES | 8 |
| ACCOUNT NUMBER | 3010008898 | Statement Dates 1/01/12 thru | 1/31/12 |
| PREVIOUS BALANCE | 146,949.61 | DAYS IN THE STMT PERIOD | 31 |
| 11 DEPOSITS/CREDITS | 1,075,700.16 | AVERAGE DAILY BALANCE | 102,111.30 |
| 14 CHECKS/DEBITS | 1,128,623.73 | AVERAGE COLLECTED BAL | 102,111.30 |
| SERVICE CHARGE | 00 | Interest Earned | 30.35 |
| INTEREST PAID | 30 35 | Annual Percentage Yield Earned | 0.35% |
| CURRENT BALANCE | 94,056.39 | 2012 Interest Paid | 30.35 |

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

# AGENDA ITEM #1d

# COUNTY OF GALVESTON

MEMORANDUM

March 15, 2012

To Patricia Grady
County Judge's Office

FROM· Tony Pompa
Auditor's Office

SUBJECT Commissioners' Court Agenda

Please include the following item to the next Commissioners' Court Agenda.

If you should have any question please call me at extension 5327.

# ORDER

On this the 3rd day of April, 2012, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present.

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

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly Workers' Compensation claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 made by The Littleton Group for the month ending January 31, 2012 the gross amount of such payment being $63,754.60.

UPON MOTION OF THE COUNTY ~~COMMISSIONER~~ JUDGE HENRY AND SECONDED BY COMMISSIONER O'BRIEN the above order was passed this 3RD DAY OF APRIL, 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

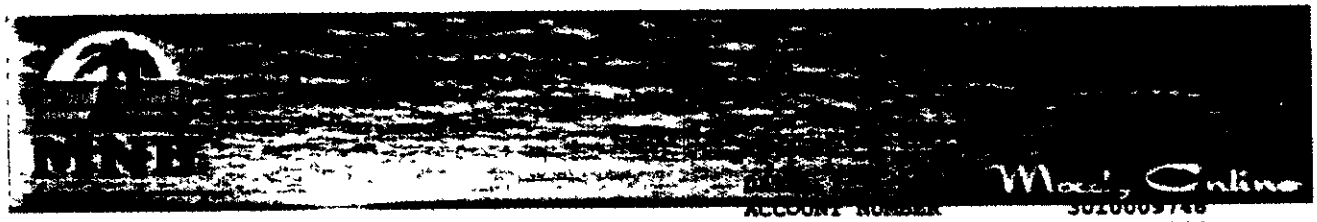
RECOMMENDED·

Cliff Billingsley, CPA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
LITTLETON GROUP - MNB # 3010009748
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123 & 6124-000000-1013055)
January 31, 2012

| BALANCES PER THE BANK | | BEGINNING BALANCE | DEPOSITS | WITHDRAWALS | ENDING BALANCE |
|---|---|---|---|---|---|
| **BANK** | | $ 39,896 27 | $ 63,508 24 | $ 85,880 86 | $ 17,523 65 |
| ***DEPOSITS IN TRANSIT*** | | | | | |
| PRIOR MONTH | | | | | |
| | | - | | - | - |
| | | | - | | - |
| ***OUTSTANDING CHECKS*** | | | | | |
| PRIOR MONTH | | | | | |
| | 46,935 83 | (46,935 83) | | (46,935 83) | - |
| CURRENT MONTH | | | | | |
| | 24,809 57 | | | 24,809 57 | (24,809 57) |
| **Bank Adjustments:** | | | | | |
| 2/15,16/10 Adj for unknwn OS cks, Treas- Littleton Admin ran test ck file - cks unissued & await clearing by Treas | | 2,255 68 | | | 2,255 68 |
| 5/17/11 Stop Payment Fee | | 30 00 | | | 30 00 |
| 6/2/11 Stop Payment Fee | | 30 00 | | | 30 00 |
| 7/7/11 Stop Payment fee | | 30 00 | | | 30 00 |
| | | | | | - |
| **ADJUSTED BALANCES PER BANK** | | **$ (4,693.88)** | **$ 63,508.24** | **$ 63,754.60** | **$ (4,940.24)** |

| BALANCES PER THE BOOKS | BEGINNING BALANCE | RECEIPTS | DISBURSEMENTS | ENDING BALANCE |
|---|---|---|---|---|
| **IFAS** | $ 696 97 | $ 63,500 55 | $ 63,500 55 | $ 696 97 |
| **Book Adjustments** | | | | - |
| 12/30/11 Claims funded in January 2012 | (5,390 85) | | (5,390 85) | - |
| 1/25/12 Claims funded in February 2012 | | | 2,430 88 | (2,430 88) |
| 1/30/12 Claims funded in February 2012 | | | 3,214 02 | (3,214 02) |
| **Interest·** | | | | - |
| Jan- 12 | | 7 69 | | 7 69 |
| | | | | - |
| | | | | - |
| **ADJUSTED BALANCES PER THE BOOKS** | **$ (4,693.88)** | **$ 63,508.24** | **$ 63,754.60** | **$ (4,940.24)** |




ACCOUNT NUMBER 3010009748
ENCL 155

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

EFFECTIVE JULY 21, 2011, MOODY NATIONAL BANK MAKES THE FIRST $200 OF NON NEXT DAY CHECKS YOU DEPOSIT AVAILABLE ON THE NEXT BUSINESS DAY

## CHECKING ACCOUNTS

***VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM***

| | | | |
|---|---|---|---|
| COMMERCIAL CHEX + NOW CHECKING | | NUMBER OF ENCLOSURES | 155 |
| ACCOUNT NUMBER | 3010009748 | Statement Dates 1/01/12 thru | 1/31/12 |
| PREVIOUS BALANCE | 39,896.27 | DAYS IN THE STMT PERIOD | 31 |
| 11 DEPOSITS/CREDITS | 63,500.55 | AVERAGE DAILY BALANCE | 25,865.98 |
| 155 CHECKS/DEBITS | 85,880.86 | AVERAGE COLLECTED BAL | 25,865.98 |
| SERVICE CHARGE | 00 | Interest Earned | 7 69 |
| INTEREST PAID | 7 69 | Annual Percentage Yield Earned | 0.35% |
| CURRENT BALANCE | 17,523 65 | 2012 Interest Paid | 7.69 |

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

# AGENDA ITEM #1e

# 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**


April 3, 2012

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal review report of the Department of Parks and Senior Services regarding small equipment, tools, and repair and maintenance of automobiles and equipment as part of the Sheriff Office Investigation Internal Audit performed an inventory of small equipment on February 14, 2012 and March 1, 2012

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Ron Chapa, CPA

Attachment Department of Parks & Senior Services Review Report Regarding Small Equipment, Tools, & Repair and Maintenance

# 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**


March 14, 2012

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

Re Audit Review Regarding Small Equipment, Tools, and Repair and Maintenance of Automobiles and Equipment of the Department of Parks & Senior Services

Honorable Judge and Members of the Court

The Internal Audit Division has performed an internal review of the Department of Parks and Senior Services as part of the Sheriff Office investigation The review included an analysis of small equipment, tools, and repair and maintenance of automobiles and equipment and an inventory of small equipment performed on February 14, 2012 and March 1, 2012

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

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

The scope of the internal review encompassed the financial records and administrative procedures related to small equipment, tools, and repair and maintenance of automobiles and equipment of the Department of Parks and Senior Services The internal review included, but was not limited to, the books, accounts, reports, and records of the Department of Parks and Senior Services

The internal review included performing an inventory of small equipment as recorded in the department's inventory list and department purchases as recorded in the County's financial system, IFAS There is a risk that errors or fraud were not detected during the internal review Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Department of Parks and Senior Services as defined by the AICPA professional standards However, our internal review was performed with objectivity and due professional care

During the internal review, the following was noted

**Reliability and Integrity**

**Finding:** Internal Audit found the Department of Parks and Senior Services' small equipment list to be out of date and incomplete Small equipment purchased by the department were not included on the small equipment inventory list, equipment that had been sold or used for parts remained on the current equipment list, and serial numbers had been incorrectly documented

To maintain a complete and accurate inventory list, the following recommendations should be implemented

**Recommendation PKSE-12-01:** The Parks Department's inventory list should be updated to ensure all equipment is included and correctly recorded

**Recommendation PKSE-12-02:** The Parks Department needs to create a numbering system for equipment that will uniquely identify each piece of equipment Numbers should not be reused when equipment is replaced This numbering system should be applied to all equipment **excluding** vehicles which are already uniquely numbered by the County Fleet.

**Recommendation PKSE-12-03:** Additional lists should be maintained for equipment sent to auction and for equipment used for parts When equipment is no longer in use, the equipment should be removed from the current inventory list and placed on the appropriate list (parts or auction) This will assist the Park's Department in tracking all equipment during their entire use at the County.

**Recommendation PKSE-12-04:** Occasionally, equipment is "borrowed" by other County parks or departments or sent to the mechanic for maintenance If this occurs, documentation needs to be created and retained to support the borrowing or maintenance of the equipment as well as documentation supporting the equipment was returned to the Parks Department or appropriate park

**Recommendation PKSE-12-05:** Inventory of small equipment should be performed on an annual basis to ensure all equipment is accounted for and accurately recorded

As part of the review, Internal Audit composed a list of recently purchased tools to inventory on-sight During the inventory, the auditors were able to locate tool sets and hand tools that matched the descriptions of the recent purchases However, the tool sets and hand tools do not include unique identification numbers

**Finding:** The Department of Parks and Senior Services do not maintain an inventory list of tools

**Recommendation PKSE-12-06:** An inventory list of tools should be maintained including what type of tool and the employee the tool is assigned to, as well as, the date of assignment

**Safeguarding of Assets**

Safeguarding of assets encompasses any method to physically secure the assets and minimize the exposure to loss

As part of the review, Internal Audit performed an on-site inventory on February 14, 2012 and March 1, 2012 The following issues were noted

**Finding:** The following equipment was not located during the inventory performed and no documentation such as an incident report or transfer/dispose of asset report existed This equipment was acquired and/or added to the inventory list of the Parks Department within 2010 and 2011

- (3) Stihl FS110 Weed Eaters
  - 2 added to 2010 inventory list and 1 added to 2011 inventory list
- (2) Honda HHT35 SLTA H-Line Trimmer Weed Eaters
  - Acquired in 2011
- (2) Echo CS530 20" Chain Saws
  - Acquired in FY 2010, not included on inventory list
- (1) Stihl BR420 Blower
  - Included on 2010 inventory list

The Parks Department management estimates the life span of their small equipment to be one year Small equipment of other entities such as the City of Galveston, have an estimated life span of two years

**Recommendation PKSE-12-07:** All equipment should be properly cared for including proper use, safe handling, preventative maintenance, and safe guarding These actions can increase the life span of small equipment

**Finding:** Tools including power tools were observed not being stored in their protective cases

**Recommendation PKSE-12-08:** To increase the use and life span, store tools in their protective cases if one is included in the purchase

**Compliance with Policies and Procedures**

The Department of Parks and Senior Services does not have written policies and procedures It is recommended for each County department to have policies and procedures documented to define operations as well as offer clear guidelines to staff indicating how to perform processes

Though the department does not have written policies and procedures, there was an expectation verbally communicated to the Parks' Mechanic to keep an inventory list of all small equipment Furthermore, this inventory list was to be kept current and up to date when equipment was purchased, and/or removed from Parks Department use During the review, it was determined the Park's inventory list was not current or updated and included equipment that had been lost, used for parts, and/or sent to auction

The following recommendations should be implemented·

**Recommendation PKSE-12-09** All equipment should be entered into the *Faster* system which is part of the *Fuel Force* system utilized by the County. By entering the small equipment into the *Faster* system, the equipment can be identified as part of the Park's inventory as well as all maintenance performed can be tracked and documented in the system

**Recommendation PKSE-12-10:** All repair and maintenance of automobiles and equipment should be entered into the *Faster* system to track parts, employee time, as well as all maintenance and repairs performed

**Recommendation PKSE-12-11:** All parts bought for automobiles and equipment should be entered into the *Faster* system This system has a very detailed parts inventory module which creates the ability to monitor and manage all parts purchased including items bought in bulk at the beginning of the fiscal year as well as parts bought throughout the year as needed

**Recommendation PKSE-12-12:** A replacement policy should be implemented including criteria for equipment to determine when equipment is eligible for replacement Depending on the type of equipment, different criteria may need to be assessed

**Recommendation PKSE-12-13:** When equipment is lost or stolen, an incident report should be completed including the missing piece(s) of equipment and the associated identification number(s)

The above findings need to be addressed in a timely manner If you have any questions or concerns regarding the review, please contact Ron Chapa, Director of Internal Audit, at (409) 770-5302

We wish to thank all staff of the Department of Parks and Senior Services for their cooperation and assistance

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Ron Chapa, CPA

# AGENDA ITEM #1f

# 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**

April 3, 2012

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

Honorable Judge and Members of the Court

Attached for your consideration is the internal review report of the Department of Parks and Senior Services regarding fixed assets as part of the Sheriff Office Investigation Internal Audit performed an inventory of fixed assets on December 12, 2011 and December 13, 2011

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Ron Chapa, CPA

Attachment Department of Parks & Senior Services Fixed Asset Review Report

# 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**


March 7, 2012

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

Re Fixed Asset Audit Review of the Department of Parks & Senior Services

Honorable Judge and Members of the Court

The Internal Audit Division has performed an internal review of the Department of Parks and Senior Services as part of the Sheriff Office investigation The initial phase included a review of fixed assets and an inventory of assets performed on December 12, 2011 and December 13, 2011

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

- The reliability and integrity of the information.
- The safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans, and procedures

The scope of the internal review encompassed the financial records and administrative procedures related to fixed assets of the Department of Parks and Senior Services The internal review included, but was not limited to, the books, accounts, reports, and records of the Department of Parks and Senior Services

The internal review included performing an inventory of fixed assets as recorded in the County's financial record keeping system, IFAS There is a risk that errors or fraud were not detected during the internal review Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Department of Parks and Senior Services as defined by the AICPA professional standards However, our internal review was performed with objectivity and due professional care

During the internal review, the following was noted

## Reliability and Integrity

The Auditor compared fixed asset lists from the Purchasing Department, Department of Parks and Senior Services, and Galveston County Fleet

**Finding:** Internal Audit found the Department of Park and Senior Services' fixed asset list to be inconsistent and incomplete. Assets purchased by the department were not included on the fixed asset inventory list and fixed asset identification information such as year model, VIN numbers, and/or serial numbers had been incorrectly documented

To maintain a complete and accurate inventory list, the following recommendations should be implemented

**Recommendation PARKS-12-01:** The Parks Department's fixed asset inventory list should be reconciled with the Purchasing Department and Galveston County Fleet to ensure all purchased assets are included and correctly recorded

**Recommendation PARKS-12-02:** The Parks Department's fixed asset inventory list should be reconciled with the Purchasing Department on an annual basis to ensure agreement between the two inventories

**Recommendation PARKS-12-03:** The Parks Department needs to create a numbering system for fixed assets that will uniquely identify each asset Numbers should not be reused when assets are replaced This numbering system should be applied for all fixed assets **excluding** vehicles which are already uniquely numbered by the County Fleet

**Recommendation PARKS-12-04:** Additional lists should be maintained for assets sent to auction and for assets used for parts When fixed assets are no longer in use, the asset should be removed from the current inventory list and placed on the appropriate list (parts or auction) This will assist the Park's Department in tracking assets during their entire use at the County

**Recommendation PARKS-12-05:** Occasionally, assets are "borrowed" by other County departments If this occurs, documentation needs to be created and retained to support the borrowing of the asset as well as documentation supporting the asset was returned to the Parks Department

## Safeguarding of Assets

Safeguarding of assets encompasses any method to physically secure the assets and minimize the exposure to loss

As part of the audit, Internal Audit performed an on-site review of inventory on December 12, 2012 The following issues were noted

**Finding:** A 2005 John Deere 6ft. Out Front Commercial Mower, Fixed Asset ID# 27130, was not located The department has a second 2005 John Deere 6ft Out Front Commercial Mower, Fixed Asset ID# 27129 which was sold on April 1, 2011 However, FAID# 27129 was located at Jack Brooks Park during the review

**Recommendation PARKS-12-06:** When a fixed asset is sold, the Serial number or VIN number should be validated to ensure the release of the correct asset to be sold

**Finding:** Keys were observed in the ignition of unattended equipment at different park locations

**Recommendation PARKS-12-07:** If equipment is left unattended, keys should be removed from the ignition Equipment should be secured in the parks' lockable buildings and/or behind parks' lockable gates after working hours Keys to fixed assets should be secured in a central location at each park Implementing this recommendation will reduce possible theft of County equipment

**Recommendation PARKS-12-08:** Padlock combinations on gates securing fixed assets should be routinely changed including after employee terminations

## Compliance with Policies and Procedures

The Department of Parks and Senior Services does not have written policies and procedures. It is recommended for each County department to have policies and procedures documented to define operations as well as offer clear guidelines to staff indicating how to perform processes

Though the department does not have written policies and procedures, there was an expectation verbally communicated to the Parks' Mechanic to keep an inventory list of all fixed assets and equipment Furthermore, this inventory list was to be kept current and up to date when equipment was purchased, and/or removed from Parks Department use. During the review, it was determined the Park's inventory list was not current or updated and included assets that had been sent to auction.

The following recommendations should be implemented

**Recommendation PARKS-12-09** All fixed assets should be entered into the *Faster* system which is part of the *Fuel Force* system utilized by the County By entering the fixed assets into the *Faster* system, the fixed assets can be identified as part of the Park's inventory as well as all maintenance performed can be tracked and documented in the system

**Recommendation PARKS-12-10:** A replacement policy should be implemented including criteria for fixed assets, **excluding** vehicles, to determine when equipment is eligible for replacement. Depending on the type of equipment, different criteria may need to be assessed The replacement policy for vehicles is included in the County of Galveston Human Resources Policy Manual, Chapter 45, Section 2, Part B

The above findings need to be addressed in a timely manner If you have any questions or concerns regarding the review, please contact Ron Chapa, Director of Internal Audit, at (409) 770-5302

We wish to thank all staff of the Department of Parks and Senior Services for their cooperation and assistance

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Ron Chapa, CPA

# AGENDA ITEM #2

# COUNTY OF GALVESTON

On this the 3rd day of April, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

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

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

**Whereas**, since the birth of our Nation, its survival has been dependent in large measure upon individual citizens accepting their responsibility of citizenship, including the contribution of service and leadership in the **Armed Forces of the United States**, and

**Whereas, Philip A. McCulloch, Jr** willingly answered the call of his country by becoming a proud member of the **United States Marines Corps** where upon successful completion of boot camp he achieved the rank of **Sergeant** by 2008, and

**Whereas** on January 8, 2011 as **Squad Leader of Company K, Third Battalion, Fifth Marines, Regimental Combat Team Eight, Second Marine Division (Forward), 1 Marine Expeditionary Force (Forward),** while engaged in **Operation ENDURING FREEDOM** in Afghanistan, **Sergeant McCulloch**, during a six-hour engagement with insurgent forces in Sangin District, led his squad of Marines in a determined pursuit of a numerically superior enemy force After being attacked by enemy fighters, he personally led his squad's counter attack by assuming point and closing on the enemy, pausing just long enough to destroy an enemy fighting position with an AT-4 Once he regained the initiative, he pursued the enemy into a nearby row of compounds and forced them into fixed positions where many of them were destroyed by close air support and indirect fires, combined with maneuver Maintaining constant pressure on the enemy, **Sergeant McCulloch,** despite being wounded, forced them to fall back as aircraft departed for fuel and ammunition re-supply Throughout the engagement, he aggressively drove his Marines to remain focused, exposing himself to enemy fire to identify enemy positions and coordinate fires in support of maneuver Even after beginning to return to base, as the enemy again engaged the Marines, he controlled another section of helicopters with devastating effects, allowing his squad to safely return to friendly lines For his conspicuous gallantry and intrepidity in action, on February 10, 2012, the **President of the United States of America,** though **Brigadier General Daniel D. Yoo, Commanding General, Marine Corps Recruit Depot San Diego and the Western Region** awarded **Sergeant McCulloch** the highly revered **Silver Star for Valor,** and

**Whereas,** as a Marine engaged in active combat, **Sergeant McCulloch** served his country well And, he still continues to serve his country with an unbridled passion inasmuch as he is proudly serving as a **Drill Instructor** at the **Marine Corp Recruitment Depot,** San Diego, California, and

**Whereas, Sergeant McCulloch's** personal sacrifice and selflessness in helping to achieve our country's military objectives cannot be over emphasized His courage and perseverance in the face of overwhelming odds and his willingness to face danger is an inspiration for us all, and

**Whereas**, it is fitting that the **Commissioners' Court of Galveston County** recognizes the superb accomplishments of this dedicated and distinguished man whose service to his nation has made the citizens of Galveston County proud beyond measure

**Now, Therefore Be it Resolved**, that the **Commissioners' Court of Galveston County** does hereby extend its congratulations and best wishes to **Sergeant Philip A. McCulloch, Jr** for his many achievements and wishes him good fortune and health in the many years to come

**Be it Further Resolved**, that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to **Sergeant Philip A McCulloch, Jr** in recognition of his stellar performance and dedication to duty

**Upon Motion Duly Made and Seconded**, the above Resolution was unanimously passed this 3rd day of April, 2012

**Attest:**

**Dwight D. Sullivan, County Clerk**

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

**Kevin D O'Brien, Comm , Pct #2**

**County of Galveston, Texas**

**By:**

**Mark A Henry, County Judge**

**Stephen D Holmes, Comm., Pct #3**

**Kenneth Clark, Comm , Pct #4**

# AGENDA ITEM #3

# THE COUNTY OF GALVESTON

On this the 3rd day of April, 2012, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

**A Resolution Designating the Week of April 29 to May 6, 2012 as Soil and Water Stewardship Week**

**Whereas,** severe erosion of our nations soils during the 'Dust Bowl" years of the 1930's brought about the first efforts to prevent soil erosion which also helped protect water resources To assist in soil and water conservation, Texas established the **Texas State Soil and Water Conservation Board** to help preserve soil and water, protect the state's tax base and promote health, safety and public welfare for the people of Texas, and

**Whereas,** fertile soil and clean water provide us all with our daily sustenance and our security Effective conservation practices have helped provide us with a rich standard of living, and

**Whereas, Soil and Water Conservation Week** not only recognizes that the abundance of our agricultural products and the quality of life we enjoy are dependent upon the proper use and management of soil and water resources but also is an opportunity to recognize all that has been accomplished through efforts to prevent soil erosion and protect water quality here in Texas. This august event should be called to the public's attention

**Now, Therefore be it Resolved** that the Commissioners' Court of Galveston County, in an effort to remind the public of the essential need for soil and water conservation does hereby designate the week of **April 29 to May 6, 2012** as **Soil and Water Stewardship Week** in all of Galveston County and calls upon all of citizens and residents to work responsibly toward the protection and conservation of our precious soil and waters to help ensure they will continue to be available for future generations

**Upon Motion Duly Made and Seconded**, the above Resolution was unanimously passed on this 3rd day of April, 2012

**Attest:**

**Dwight D. Sullivan, County Clerk**

**County of Galveston, Texas**

**Mark A. Henry, County Judge**

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

**Stephen D. Holmes, Comm., Pct #3**

**Kevin D. O'Brien, Comm. Pct. #2**

**Kenneth Clark, Comm., Pct #4**

# AGENDA ITEM #4

# COUNTY OF GALVESTON

On this the 3rd day of April, 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 F. Doyle, Commissioner, Precinct No. 1;**
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**
**Stephen D. Holmes, Commissioner, Precinct No. 3;**
**Kenneth Clark, Commissioner, Precinct No. 4; and**
**Dwight D. Sullivan, County Clerk**

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

**Whereas,** Parkinson's Disease is a progressive neurological movement disorder of the central nervous system for which there is no cure, and

**Whereas,** according to the Parkinson's Action Network, the Parkinson's Disease Foundation, the American Parkinson Disease Association and the National Institutes of Health, there are over one million Americans diagnosed with Parkinson's disease, and

**Whereas,** increased education and research are needed to help find more effective treatments with less side effects and ultimately a cure for Parkinson's Disease, and to provide more effective support programs and services to Parkinson's Disease patients, their caregivers and families, and

**Whereas, Gulf Parkinson's Source** is a support group organized by and for residents of Galveston County and Southern Harris County to serve as a resource and to provide support for individuals and families who are affected by Parkinson's, and

**Whereas, Gulf Parkinson's Source** is celebrating **National Parkinson's Awareness Month** in the month of April for all to recognize the need for more research and help with dealing with the devastating effects of Parkinson's Disease

**Now, Therefore be it Resolved,** that the **Commissioners' Court of Galveston County, Texas,** does hereby proclaim the month of **April, 2012** as **"National Parkinson's Awareness Month"** in Galveston County

**Be it Further Resolved,** that a copy of this **Resolution** be spread upon the minutes of this Court and that the Original hereof be furnished to the **Gulf Parkinson's Source.**

**Upon Motion Duly Made and Seconded** the above **Resolution** was unanimously passed on this 3rd day of April, 2012

**Attest:**

**Dwight D. Sullivan, County Clerk**

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

**Kevin D. O'Brien, Comm. Pct. #2**

**County of Galveston, Texas**

**By:**

**Mark Henry, County Judge**

**Stephen D. Holmes, Comm., Pct #3**

**Kenneth Clark, Comm., Pct #4**

# AGENDA ITEM #5

# *COUNTY OF GALVESTON*
## Fair Housing Month Proclamation

On this the 3rd day of April 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 F. DOYLE, Commissioner, Precinct No. 1,
KEVIN O'BRIEN, Commissioner, Precinct No. 2;
STEPHEN D. HOLMES, Commissioner, Precinct No. 3;
KENNETH D. CLARK, Commissioner, Precinct No. 4; and
DWIGHT D. SULLIVAN, County Clerk;

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

### Proclamation of April as Fair Housing Month

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners' Court of Galveston County, do proclaim April as Fair Housing Month in the County of Galveston and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 3rd day of April 2012.

SIGNED AND ATTESTED to on this the 3rd day of April 2012

MARK HENRY, County Judge

ATTEST:

DWIGHT D. SULLIVAN, County Clerk

# AGENDA ITEM #6

Leading the Way in the 21st Century
CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Greg Smith, Ph D
Superintendent of Schools

2425 East Main Street
League City, Texas 77573-2799

(281) 284-0002
FAX (281) 284-0005
Email grsmith@ccisd net

RECEIVED
MAR 27 2012
GALVESTON COUNTY JUDGE

March 20, 2012

Galveston County Commissioners' Court
722 Moody
County Courthouse
Galveston, TX 77550

On February 27, 2012, the Clear Creek Independent School District Board of Trustees voted unanimously to adopt the attached Resolution denying a Petition to detach a 4 464 acre tract of land from CCISD for purposes of pursuing annexation into Friendswood ISD The petition for detachment was filed with CCISD and the District conducted a public hearing as required by statute, however, upon information and belief, no corresponding petition for annexation has been presented to or initiated by Friendswood ISD

Sincerely,

Greg Smith, Ph D
Superintendent of Schools

cc Clear Creek ISD Board of Trustees

Jeffrey and Pricilla Wake
602 Fernwood Drive
Friendswood, Texas 77546

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE**
**CLEAR CREEK INDEPENDENT SCHOOL DISTRICT**

The Board of Trustees of the Clear Creek Independent School District (the "District") hereby makes the following findings in connection with a petition for detachment of territory from the District's boundaries.

1 The District received a petition for detachment from Jeffrey and Pricilla Wake (the "Property Owners") dated January 17, 2012 ("Petition"), seeking detachment of the affected territory described in **Exhibit A** (the "Property") from the boundaries of the District.

2 On February 2, 2012, the District published notice, in the manner required for an election order, of a public hearing on the Petition before the District's Board of Trustees, as required by Texas Education Code Section 13 051(g). The notice set the hearing date for February 13, 2012, to be held at the District's Education Support Center located at 2425 East Main Street, League City, Texas 77573.

3 The Board of Trustees, with a quorum present, conducted the public hearing at the duly noticed date, time and location, and at such hearing all affected persons were afforded an opportunity to be heard The Property Owners made a presentation to the Board of Trustees. An interested potential developer of the Property, Mike Rebescher, provided written information, which was presented to the Board of Trustees by the Property Owners No other individuals addressed the Board of Trustees

4 The Board of Trustees makes the following findings regarding the technical requirements for detachment petitions under Texas Education Code Section 13.051

a The Property currently does not have residents, and the Petition is signed by a majority of the surface owners,

b The Petition includes a legal description and plat of the Property, sufficiently identifying the territory sought to be detached,

c. The total taxable value of the Property does not exceed five percent (5%) of the total value of all taxable property in the District, nor does it exceed $5,000 property value per student in average daily attendance in the District at this time;

d The District does not own any real property located within the boundaries of the Property, and

e Detachment of the Property would not reduce the District to an area of less than nine square miles

5. The Board of Trustees for the District makes the following substantive findings with respect to the Petition

a. The best educational interests of the future students expected to reside on the Property can and will be served by the Property remaining within the District's boundaries;

b The location of the Property does not negatively impact the District's ability to provide a high quality education to such future students, nor does it impact the future students' ability to receive a high quality education from the District's campuses,

c The location of the Property does not negatively impact the District's ability to provide future students residing on the Property with the same transportation, programs, benefits and services provided to all other students within the District's boundaries; and

d Maintaining the status quo of the District's boundaries will not have a negative effect on the social, economic and educational well being of the future students expected to reside on the Property

THEREFORE, BE IT RESOLVED that the Clear Creek Independent School District Board of Trustees hereby disapproves the Petition for detachment of the Property described in **Exhibit A.**

Adopted this 27th day of February, 2012.

Dee Scott, President of the Board of Trustees
Clear Creek Independent School District

Attest

Ann Hammond, Secretary of the Board of Trustees
Clear Creek Independent School District

# EXHIBIT A

## REAL PROPERTY DESCRIPTION

A 4 464 acre tract of land (Tract I) out of lot 5 of the subdivision of the I & G N R R Company Survey No 5, Abstract 622, Galveston County Texas, as depicted on the plat maps attached herewith

# AGENDA ITEM #7

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
MAR 29 2012
GALVESTON COUNTY JUDGE

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

March 26, 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 |
|---|---|---|---|
| 917 SUNSET DR | FRIENDSWOOD TX 77546 | 20-MAR-2012 | 551829 |
| 3215 BORDEN GULLY DR | DICKINSON TX 77539 | 26-MAR-2012 | 552521 |
| 2750 WEBSTER ST | LEAGUE CITY TX 77573 | 20-MAR-2012 | 551769 |
| 229 SPLINTERED ARROW DR | LA MARQUE TX 77568 | 23-MAR-2012 | 552489 |
| 2705 AVE R | DICKINSON TX 77539 | 19-MAR-2012 | 551710 |
| 3216 BORDEN GULLY DR | DICKINSON TX 77539 | 26-MAR-2012 | 552520 |
| 3411 BORDEN GULLY DR | DICKINSON TX 77539 | 26-MAR-2012 | 552519 |
| 1011 1/2 EGERT BAY BLVD | LEAGUE CITY TX 77573 | 21-MAR-2012 | 551979 |

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
MAR 23 2012
GALVESTON COUNTY JUDGE

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

March 19, 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 |
|---|---|---|---|
| 609 7TH STN | TEXAS CITY TX 77590 | 14-MAR-2012 | 186386 |
| 402 29TH N ST UNIT RECTIF | TEXAS CITY TX 77590 | 07-MAR-2012 | 550599 |
| 1403 CENTURY BLVD UNIT LS41 | TEXAS CITY TX 77591 | 09-MAR-2012 | 550900 |
| 2705 AVE R | DICKINSON TX 77539 | 19-MAR-2012 | 551710 |
| 2503 1/2 BRITTANY LAKES DR | LEAGUE CITY TX 77573 | 07-MAR-2012 | 550480 |
| 2102 1/2 MIDWAY CT | LEAGUE CITY TX 77573 | 07-MAR-2012 | 550479 |
| 4200 28TH ST | DICKINSON TX 77539 | 07-MAR-2012 | 550570 |
| 3707 EVERGREEN DR | DICKINSON TX 77539 | 07-MAR-2012 | 550569 |

# AGENDA ITEM #8

# 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

March 27, 2012

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

**Re: Disposal of Salvage or Surplus Property**

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented as shown on the lists attached The request is per the instructions outlined in the Texas Local Government code, section 263 152, Disposition

These items will be disposed of or placed on the GovDeals website within 30 days after authorization is granted

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston County

# Galveston County, Texas

## Fixed Assets Awaiting Disposal Listing

| FAID | Description | Make | Model | Year | VIN/Serial No | Mileage /Hours | License # | Dept | PC |
|---|---|---|---|---|---|---|---|---|---|
| 000000027074 | ROTARY CUTTER | TIGER | TRB-501I | 2004 | TB5468 | 0 00 | | 312120 | MA |

**Record Count** **1 00**

# Road and Bridge Department

FAID# 27074 – 1 Rotary Cutter

Year - 2004

Make – Tiger

Model – TRB-50H

Serial number – TB5468

This piece of equipment was attached to unit 221

This piece of equipment has no value for the purpose for which it was originally intended, Purchasing requests this item be disposed of as salvage property

# AGENDA ITEM #9

# *Out of Texas*

| **Travel & Training Request** | |
|---|---|
| Date of Request | 3/27/12 |
| Department / Division | Information Technology |
| Subject | |
| Travel Dates | May 14th – 18th, 2012 |
| Destination | Irvine, California |
| Person(s) to Travel | Jelean Elemento and Ryan Ellis |
| Reason for Travel | Training for OnBase Software |
| Benefit to County | For trouble shooting and solution design |
| If more than one to attend, explain | Jelean is System Administrator and Ryan is the Project Manager for Galveston County |
| Local Alternatives | None |
| **Estimated Travel Expense** | |
| Fee | $5,600 00 |
| Meals | $450 00 |
| Air | $800 00 |
| Car | $226.21 |
| Hotel | $1200.00 |
| Other | |
| Total Cost | $8,276.21 |
| **Funding Source** | |
| General Fund | Project Fund |
| Grant Fund Amount | |
| Name of Grant | |
| Other Source Amount | |
| Name of Other Source | |
| Total Available | |

Authorized by: G G Allen 3-27-12

INFORMATION
TECHNOLOGY

# *5WH*– ONBASE ADVANCED SYSTEM ADMINISTRATION

**What: OnBase Advanced System Administration Certification**

**Who: Ryan Ellis**

**Where: Hyland Software, Inc.**
**2355 Main St. Suite 100**
**Irvine, California 92614**

**When: May 14th- 18th, 2012**

**Why:** As the County's Project Manager for OnBase, the Advanced System Administration course will enable me to oversee solution design and vendor implementation efforts This course includes classes on system architecture, security, and integration, and will enable me to properly estimate requirements to meet business needs and ensure the County's Records Management program adheres to efficient and compliant standards.

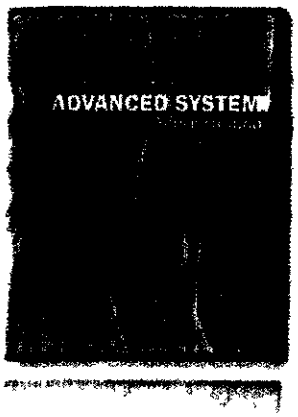
**How:** Hyland's OnBase system is an enterprise system of applications for Records Management, Document Management, and Forms Management, and process automation, collectively known as Enterprise Content Management. It is currently in use by two departments, and is expected to be implemented in every County department during the next three years This course will cover advanced aspects of implementing and supporting the system, and will certify me as an Advanced System Administration.

| **Planned Costs:** | *Item* | *Qty* | *Unit $* | *Total $* |
|---|---|---|---|---|
| | **Class** | **5 Days** | **$2,800.00** | **$2,800.00** |
| | **Flight** | **Round Trip** | **$390.10** | **$390.10** |
| | **Hotel** | **5 Nights** | **$119.00** | **$595.00** |
| | **Car Rental** | **6 Days** | **$226.21** | **$226.21** |
| | | | **TOTAL** | **$4011.31** |

**Charge to: Project #57540095**

**Submitted by:** _____ **Date:** 3/22/2012

**Approved by:** _____ **Date:** 3-23-12
IT Director / Assistant IT Director




# Advanced System Administration

## COURSE DESCRIPTION

This course provides students with a detailed understanding of the system structure as well as effective administrative functions Special emphasis is placed on identifying problematic components of a system, best practices and detailing a strategy for modifying, expanding and upgrading OnBase Database maintenance and recovery tasks will be covered as well as additional modules and how they can be leveraged in an existing system

## TOPICS

Database Table Structure, Architecture, Disk Group Strategies, Advanced Retrieval Methods, Keyword Usage, Security Models, Database Maintenance, Disaster Recovery, Report Services OnBase Windows Service, Document Imaging, External Keysets, Bar Coding, OCR, Virtual Print Driver, Document Knowledge Transfer, Document Retention, EDMS, Web Client, Desktop Client, Troubleshooting, Configuration Migration

## PREREQUISITES

System Administration course

## GOAL

To provide attendees with the knowledge and skills necessary to successfully manage and grow their existing OnBase system and identify potential performance issues before they arise.

## MEASUREMENT

Students are expected to modify and troubleshoot existing components, design new elements, and perform administrative tasks for an existing OnBase system

## CERTIFICATION

This fulfills the requirement for

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## COURSE AGENDA

All topics covered are subject to change and may not appear in the order indicated here

**DAY 1**

- Evaluating an Existing OnBase Solution
- Customizing OnBase
- Creating Efficient Document Retrieval
- Using OnBase Logs for Auditing
- Security Design
- Troubleshooting

**DAY 2**

- Advanced Cross-References
- Custom Queries (HTML)
- Exception Reports
- Processing Servers
- Running OnBase as a Service
- The OnBase32 INI File
- The OnBase Web Client
- Troubleshooting

**DAY 3**

- Foldering
- Folder Templates
- Virtual Print Driver
- Security Administrative Users
- Security Security Keywords
- Report Services
- Workflow Navigation
- Troubleshooting

**DAY 4**

- Verification Reports
- Bar Code Configuration
- AutoFill Keyword Sets
- Reverse AutoFill Keyword Sets
- Automated Indexing
- Creating an OnBase Test System
- Configuration Migration
- Troubleshooting

**DAY 5**

- EDM Services
- Document Knowledge Transfer (DKT)

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Advanced Capture Solutions
Advanced System Administration
API Training
Application Enabler
E Forms Basic Design & Use
Installer Certification
Introduction to Installation
Introduction to Workflow
Supporting OnBase
System Administration
System Administration- Healthcare
Upgrading System Administration
Upgrading Workflow Administration
Web Server
Workflow Administration
Workflow Certification
Workflow Design
WorkView Implementation

## U.S. Advanced System Administration Schedule

| Date | Course | Location | Language | |
|---|---|---|---|---|
| 5/14/2012 - 5/18/2012 | Advanced System Administration | Irvine, CA | English | REGISTER |
| 8/13/2012 - 8/17/2012 | Advanced System Administration | Cleveland, OH | English | REGISTER |
| 11/26/2012 - 11/30/2012 | Advanced System Administration | Online Classroom 10am - 5pm EST | English | REGISTER |

Advanced Capture Solutions
Advanced System Administration
API Training
Application Enabler
E Forms Basic Design & Use
Installer Certification
Introduction to Installation
Introduction to Workflow
Supporting OnBase
System Administration
System Administration- Healthcare
Upgrading System Administration
Upgrading Workflow Administration
Web Server
Workflow Administration
Workflow Certification
Workflow Design
WorkView Implementation


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# Houston (Hobby), TX to Los Angeles, CA

## Air

Total Price **$390.10**

ITINERARY

| | | | |
|---|---|---|---|
| DEPART MAY 13 SUN | 12 00PM **Houston (Hobby)**, TX (HOU) to 01 45PM **Los Angeles**, CA (LAX) | Flight #102 | **Sunday, May 13, 2012** Travel Time 3 h 45 m (Nonstop) Wanna Get Away |
| RETURN MAY 18 FRI | 07 25PM **Los Angeles**, CA (LAX) to 12 25AM **Houston (Hobby)**, TX (HOU) | Flight #327 | **Friday, May 18, 2012** Travel Time 3 h 00 m (Nonstop) Wanna Get Away |

PRICE ADULT

| Trip | Routing | Fare Type \| View Fare Rules | Fare Details | Quantity | Total |
|---|---|---|---|---|---|
| Depart | HOU-LAX | Wanna Get Away Excellent Value | • No Change Fees (applicable fare difference applies) • Reusable Funds (nontransferable - no name changes allowed) • Nonrefundable | 1 | $194 30 |
| Return | LAX HOU | Wanna Get Away Excellent Value | • No Change Fees (applicable fare difference applies) • Reusable Funds (nontransferable - no name changes allowed) • Nonrefundable | 1 | $195 80 |

**Enroll in Rapid Rewards and earn at least 2221 Points per person for this trip Already a Member? Log in to ensure you are getting the points you deserve**

Subtotal **$390 10**

Fare Breakdown

You can t find this great fare on any other website Southwest fares are only on Southwest com

**1st and 2nd Checked Bags Fly Free**
Weight and size limits apply

Bag Charge $0 00

Air Total
**$390 10**

**GET $100 Plus get 10,000 points toward FREE FLIGHTS after first purchase.**

Apply Instantly

September 11th Security Fee applies.

Modify Trip

**Purchase your shopping cart**

By clicking Continue you agree to accept the fare rules and want to continue with this purchase

Continue

**Quick Air Links**
Check In
Change Flight
Check Flight Status

Account Login  Enroll Now!
Account Number or Username
Password (Case Sensitive)
Remember Me
Need help logging in?

Manage Travel

Shopping Cart

**Air** Modify | Remove

MAY 13 SUN — **Depart Flt 102** HOU 12 00 PM — LAX 1 45 PM
Adult Air fare per person
Wanna Get Away fare **$194 30**

MAY 18 FRI — **Return Flt 327** LAX 7 25 PM — HOU 12 25 AM
Adult Air fare per person
Wanna Get Away fare **$195 80**

**Cost Breakdown**
Adult $390 10 x 1 **$390 10**
Govt. Taxes & Fees
We ll reserve the flight upon purchase completion

**Trip Total** **$390.10**

Not ready to book yet? Save this trip and book later

Save Flight  Checkout

Rapid Rewards

Travel Guide

## Add a Hotel

We ll keep an eye on your cart for you while you shop Products not confirmed until purchase

**Hacienda Hotel**
**$69**/night
3 Star Rating
View Details

**Search for hotels in Los Angeles (05/13/2012 - 05/18/2012)**

**Close To** (optional)
Center of destination within 30 miles

**Show Only** (optional)
Hotel Chains Shop All Hotel Chains

Find Hotels

## Add a Car

We ll keep an eye on your cart for you while you shop Products not confirmed until purchase

Type in any city or airport in the U S and or Mexico
**Pickup Location**  **Pickup Date Dropoff Date**

Advanced Search

Los Angeles, CA - LAX 05/13/2012 05/18/2012

**Trip Total** **$390.10**

Modify Trip

**Purchase your shopping cart**

By clicking Continue you agree to accept the fare rules and want to continue with this purchase

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Member# Password

Login Forgot?

Plus

**Reservation Summary**

40% Complete

**Location Details** change

**Pick Up Location**

LOS ANGELES INTL ARPT
LOS ANGELES, CA 90045-4412
Tel (310) 649-5400

**Dates & Times** change

**Pick Up**

May 13, 2012 @ 2 00 pm

**Return**

May 18, 2012 @ 6 00 pm

**Vehicle Class**

(not yet chosen)

**Renter's Age** change

25 and Up

**Renter's Information**

(not yet entered)

Start over

## Pick a Vehicle

**16 of 27 Vehicle Classes to choose from**

Additional surcharges, local taxes, etc may apply

| Vehicle Class | | Description | Price Quote | |
|---|---|---|---|---|
| Economy | see details | Chevy Aveo or similar | $ 161 48 USD / week<br>$ 209 72 USD Total<br>see details | Select |
| Compact | see details | Nissan Versa, Toyota Yaris or similar | $ 168 47 USD / week<br>$ 218 37 USD Total<br>see details | Select |
| Intermediate | see details | Toyota Corolla, Nissan Sentra or similar | $ 174 81 USD / week<br>$ 226 21 USD Total<br>see details | Select |
| Standard | see details | Ford Fusion or similar | $ 171 67 USD / week<br>$ 222 32 USD Total<br>see details | Select |
| Full Size | see details | Chevy Impala, Nissan Altima, Dodge Charger or similar | $ 146 80 USD / week<br>$ 191 56 USD Total<br>see details | Select |
| Premium | see details | Toyota Avalon or similar | $ 176 18 USD / week<br>$ 227 90 USD Total<br>see details | Select |
| Luxury | see details | Cadillac DTS, Lincoln Towncar or similar | $ 375 38 USD / week<br>$ 474 27 USD Total<br>see details | Select |
| Minivan | see details | Chrysler Town and Country, Dodge Grand Caravan or similar | $ 312 65 USD / week<br>$ 396 70 USD Total<br>see details | Select |
| Intermediate SUV | see details | Ford Escape, Jeep Liberty or similar | $ 248 03 USD / week<br>$ 316 77 USD Total<br>see details | Select |
| Standard SUV | see details | Jeep Grand Cherokee, or similar | $ 275 84 USD / week<br>$ 351 17 USD Total<br>see details | Select |
| Luxury SUV | see details | Lincoln Navigator, Cadillac Escalade or similar | **Sold Out** | |
| Premium Elite | see details | Lincoln MKX, Volvo S80 or similar | **Not available.** | |
| Large SUV | see details | GMC Yukon, Chevy Tahoe, Ford Expedition, or similar | $ 579 01 USD / week<br>$ 726 13 USD Total<br>see details | Select |
| Pickup Truck | see details | Chevy Colorado, Dodge Dakota or similar | $ 295 31 USD / week<br>$ 375 25 USD Total<br>see details | Select |
| Large Pickup | see details | Chevy Silverado, Ram 1500 Crew Cab, or similar | $ 489 00 USD / week<br>$ 614 81 USD Total<br>see details | Select |

| | | | | |
|---|---|---|---|---|
| **Cargo Van** | see details | GM Express, Ford Econoline or similar | **Sold Out** | |
| **12 Passenger Van** | see details | Chevrolet Express Ford Econoline or similar | **Not available.** | |
| **15 Passenger Van** | see details | Chevrolet Express, Ford Econoline or similar | $ 645 00 USD / week<br>$ 807 75 USD Total<br>see details | Select |
| **Premium SUV** | see details | Chevy Suburban, Ford Expedition XL or similar | $ 645 00 USD / week<br>$ 807 75 USD Total<br>see details | Select |
| **Jeep Wrangler 4DR** | see details | | **Sold Out** | |
| **Jeep Wrangler 2DR** | see details | | **Sold Out** | |
| **Full Size Elite** | see details | Lincoln MKS, Infiniti G37 or similar | **Sold Out** | |
| **Convertible** | see details | Ford Mustang or similar | $ 507 70 USD / week<br>$ 637 94 USD Total<br>see details | Select |
| **Intermediate Electric** | see details | Chevy Volt, Nissan LEAF, or similar | **Sold Out** | |
| **Standard Hybrid** | see details | Toyota Prius Hybrid or similar | **Sold Out** | |
| **Full Size Hybrid** | see details | Toyota Camry Hybrid or similar | **Sold Out** | |
| **Sport Utility Hybrid** | see details | Ford Escape Hybrid or similar | **Sold Out** | |

# AGENDA ITEM #10a

# GALVESTON COUNTY, TEXAS
# COMMISSIONERS COURT
## Contract Approval Request

| | | | | | |
|---|---|---|---|---|---|
| **Date of Request** | 3/27/12 | **Department** | Information Technology | | |
| **Renewal Contract** | Yes | **Orgkey:** | 1101159100 | **Object Code.** | 5423000 5423500 |
| **Contract Start Date** | 1/1/2012 | **Vendor·** | Net Data | | |
| **Contract End Date** | 12/31/2012 | **Vendor No** | 702547 | **Contract No** | |
| **Description** | JP Software Maintenance, JP RVI Maintenance, and JP Hardware Maintenance | | | | |
| **Contract # Issued By Purchasing** | | CM2117 | **Requested Legal Review** | **Yes** x **No** | |

| **Fund Name** | **Fund #** | **FY12 $ Budget** | **FY12 $ Request** | **FY13 $ Request** | **FY14 $ Request** | **FY15 $ Request** | **FY15 $ Request** |
|---|---|---|---|---|---|---|---|
| Software Main | 5423500 | 81,000 00 | 81,000 00 | | | | |
| Hardware Main | 5423000 | 5,000 00 | 5,000 00 | | | | |
| | | | | | | | |
| **Totals** | | 86,000 | 86,000 | - | - | - | - |

**Total Cost** 86,000 00

| **Approved By** | **Date** | **Signature** |
|---|---|---|
| ~~Department Head~~ Admin Coor. | 3-27-12 | G G Allen |
| **Purchasing Agent** | 3-27-2012 | |
| **County Legal** | 3/28/12 | Tommy Bergman |

Contract listed in Budget Documentation (Yes/No)

| | | |
|---|---|---|
| **County Budget Office** | | 3/27/2012 |

Form Number

# Hardware Support Level 1 Maintenance Agreement

This Agreement is made and entered into on this the _1st__ day of April 2012 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Galveston County , hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this Agreement

1 This Agreement shall be in effect from January 1, 2012 thru December 31, 2012 and applies to *Hardware Support Maintenance* services provided by the Seller During the term of this contract Seller agrees to provide

Hardware 1-800 support for the following

- iSeries Access Installation and questions*
- RVI Installation and questions*
- NETD Online Installation and questions*
- Printer configuration to the i5 and questions*
- Assist IBM CE during Hardware/Software iSeries 400 problems
- Once a month dial-in to check for system messages and backup
- One onsite Update for PTF's and/or OS/400 Upgrades per year

*This does not cover the physical installation of PC's and/or PC operating systems

2 In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **$5,000** by Ocotber 1, 2011

Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred-fifty (150) dollars per hour and expenses in return for other services requested by Buyer that are not included in this Agreement

THE NET DATA CORPORATION

By _____
Scott Stahl, Vice President

Galveston County

By _____
Mark A Henry, County Judge

Attest _____
Dwight D Sullivan, County Clerk

# Maintenance Agreement

This Agreement is made and entered into on this the _1st__ day of April 2012 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and **Galveston County**, hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas

Seller owns a software system that is used by the various Justice of the Peace Courts to maintain their records This system needs to periodically be maintained by Seller Buyer agrees to pay for the maintenance of this system

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement

1 This Agreement shall be in effect from January 1, 2012 thru December 31, 2012 and applies to the following applications purchased from Seller

**Justice of the Peace – (9) Precincts**

2 During the term of this contract Seller agrees

a) To correct any errors found during such one year period in the software system which is being used by Buyer on the IBM computer hardware

b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this Agreement

c) To provide to the Buyer all enhancements made to this software system by Seller for distribution to all clients of Seller

d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems

In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **$68,930** by the 15th day of January

3 Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred (100) dollars per hour and expenses in return for other services requested by Buyer that are not included in this Agreement

THE NET DATA CORPORATION

By [redacted]
Scott Stahl, Vice President

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

Galveston County

By Mark A. Henry
Mark A Henry, County Judge

# Maintenance Agreement

This Agreement is made and entered into on this the 1st day of April 2012 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and Galveston County, hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas

Buyer, by separate agreement, agreed to purchase a software system from Seller for RVI imaging to be used by its various Justice of the Peace Courts on the IBM computer hardware

Seller agrees to furnish to Buyer the maintenance services on the software system set out below on the terms and conditions of this Agreement

1 This Agreement shall be in effect from January 1st, 2012 thru December 31st, 2012 and applies to the following applications purchased from Seller

***RVI Imaging – JOP (9 Precincts)***

2 During the term of this contract Seller agrees

a) To correct any errors found during such one-year period in the software system which the Buyer agreed to purchase from Seller for use on the IBM computer hardware

b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this Agreement

c) To provide to the Buyer all enhancements made to this software system by Seller for distribution to all clients of Seller

d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems

3 In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **$6,000** by January 15th

4 Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred (100) dollars per hour and expenses in return for other services requested by Buyer that are not included in this Agreement

THE NET DATA CORPORATION

By [redacted]
Scott Stahl, Vice President

Attest Dwight D. Sullivan

Dwight D Sullivan, County Clerk

Galveston County

By Mark A. Henry

Mark A Henry, County Judge

# AGENDA ITEM #11

# FREDDIE POOR
## Sheriff
## Galveston County

March 27, 2012

TO The Honorable Mark Henry, County Judge, and Members of the Commissioners' Court of Galveston County

RE. Acceptance of Donated Equipment

Gentlemen

On behalf of Sheriff Poor, please accept this letter requesting acceptance of donated computer equipment from Correctional Medical Services, Inc

CMS, our former inmate medical services provider, used ten Dell Optiplex desktop computers for connection to their internal computer systems while operating in the County Jail On their departure, the company opted to leave these computers for Sheriff's Office use

We have conferred with Information Technology, and understand these computers are compatible for use on our networks It is our intent to use these computers to replace equipment, as needed, in the County Jail

I anticipate no negative budgetary impact by the acceptance of these items

Your favorable consideration of this request is appreciated, and as always, I may be reached at x2369 should you have any questions

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

cc Mr James Johnson

# COMPUTERS AND MONITORS FROM CMS

| COMPUTERS | MONITORS | LOCATION |
|---|---|---|
| DELL OPTIPLEX GX520<br>Tag#: SF19291<br>Code: 42267959461 | TOUCH SCREEN<br>None Associated | K-200 |
| DELL OPTIPLEX GX520<br>Tag#: 1Y4D291<br>Code: 4239960229 | E170Sc<br>CN-ODW711-71623-977-4509 | Medical-Jimma |
| DELL OPTIPLEX 755<br>Tag#: 5H7LTH1<br>Code: 11924611957 | E170Sc<br>CN-OUO72N-64180-95M-07KU | PAULK |
| DELL OPTIPLEX 755<br>Tag#: 3H7LTH1<br>Code: 7571047285 | E170Sc<br>CN-OUO72N-64180-97H-2GCU | PAULK |
| DELL OPTIPLEX 755<br>Tag#: 90NYTH1<br>Code: 19631296693 | E170Sc<br>CN-OUO72N-64180-95M-07FU | PAULK |
| DELL OPTIPLEX 755<br>Tag#: 8H7LTH1<br>Code: 18454958965 | E170Sc<br>CN-OUO72N-64180-97H-2GDU | PAULK |
| DELL OPTIPLEX 755<br>Tag#: 60NYTH1<br>Code: 13100949685 | E170Sc<br>CN-OUO72N-64180-97L-3PBU | PAULK |
| DELL OPTIPLEX 755<br>Tag#: JZMYTH1<br>Code: 43513756597 | E156FPb<br>NC-OHC545-46633-5B3-582S | Snipe |
| DELL OPTIPLEX 755<br>Tag#: HG7LTH1<br>Code: 37985533813 | E170Sc<br>CN-OUO72N-64180-97H-2HAU | Robinson |

# AGENDA ITEM #12

# FREDDIE POOR
## Sheriff
## Galveston County


March 27, 2012

TO The Honorable Mark Henry, County Judge, and Members of the Commissioners' Court of Galveston County

RE Acceptance of Donated 27' Boston Whaler Boat

Gentlemen

On behalf of Sheriff Poor, please accept this letter and attached documentation for your review regarding the donation of a 27' Boston Whaler boat from the Port of Texas City

The Port purchased this boat in 2003 through a Port Security Grant Program, and it has been frequently operated by Sheriff's Marine Division deputies in providing additional security along the County's ports and waterways It also served as a much-needed additional vessel to assist us with search and recovery missions in the aftermath of Hurricane Ike

The Port has decided to permit a fuller utilization of this vessel by donating it to our agency We currently have custody of the vessel, and will absorb its maintenance and operational costs into our regular operational budget Acceptance of this generous donation is not expected to have a negative budget impact, as it will for now replace a nearly identical but much older vessel we retired last year

Your favorable consideration of this matter is sincerely appreciated, and as always, I am available at x2369 should you have any questions

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

cc Mr James Bacon
Mr Rufus Crowder

**PORT OF TEXAS CITY**

**TEXAS CITY TERMINAL RAILWAY COMPANY**

February 24, 2012

The Honorable Mark Henry
County Judge of Galveston County
722 21st Street
Galveston, Texas 77550

Dear Judge Henry·

In 2003, Texas City Terminal Railway Company d/b/a the Port of Texas City (the "Port") acquired a 27' Boston Whaler boat through the Transportation Security Administration's Port Security Grant Program. Since acquiring the vessel, the Galveston County Sheriff's Office Marine Division (GCSO) has operated the vessel jointly with the Port and, as the GCSO can attest to, the vessel has been utilized by its staff for marine law enforcement, search and rescue, drills and exercises, and patrolling the Ports of Galveston County The boat also proved to be an invaluable asset to the GCSO following Hurricane Ike

At this time, the Port would like to donate the vessel to the GCSO, where it can be more fully utilized on a day to day basis The Port intends to keep working with GCSO and assisting with its marine law enforcement missions Please feel free to contact me at 409-945-4461, ext 20 and I will assist with any questions that you may have

Regards,

Jason Hayley
Director of Waterfront Operations

PORT OF TEXAS CITY
Established 1893

2425 SH 146 North
Texas City Texas 77590
USA

1 800/893-4412
409/945 4461
Fax 409/945 8479

# AGENDA ITEM #13

# GALVESTON COUNTY, TEXAS
# COMMISSIONERS COURT
## Contract Approval Request

| | | | | | |
|---|---|---|---|---|---|
| Date of Request | 3/28/12 | Department | LEGAL | | |
| Renewal Contract | no | Orgkey: | 3271 | Object Code | |
| Contract Start Date | 3/28/12 | Vendor. | Halff Associates, Inc. | | |
| Contract End Date | 4/15/12 | Vendor No | | Contract No | |
| Description | SURVEYING SERVICES - 64 ACRE TRACT of Land BACLIFF | | | | |
| Contract # Issued By Purchasing | | | Requested Legal Review | Yes ✓ No | |

| Fund Name | Fund # | FY12 $ Budget | FY12 $ Request | FY13 $ Request | FY14 $ Request | FY15 $ Request | FY15 $ Request |
|---|---|---|---|---|---|---|---|
| Parks Capital Projects | 3271 | 4,237,808 | 11,500 | | | | |
| | | | | | | | |
| | | | | | | | |
| Totals | | - | - | - | - | - | - |

Total Cost $11,500.00

| Approved By | Date | Signature |
|---|---|---|
| Department Head | Nancy Bozeman | 3/28/12 |
| Purchasing Agent | 3-28-2012 | |
| County Legal | Nancy Bozeman | 3/28/12 |

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

HALFF

March 26, 2012
Prospect # 1008-12-8381

Harvey Bazaman
Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550

**RE.** Proposal to Perform a Phase I Environmental Site Assessment (ESA) for the Bayshore Park (+/- 64 67-acre site) situated in the Anthony Hatch Survey Abstract No 88 located in Bacliff, Galveston County, Texas

Dear Mr Bazaman

At your request, Halff, Associates Inc (Halff) is pleased to submit this proposal to the Galveston County Legal Department, henceforth referred to as Client, to provide environmental services for the above-referenced property Our participation and compensation will be based on the following Scope of Services and subsequent Conditions

<u>Scope of Services</u>

**Phase I Environmental Site Assessment:**

- **Site Description** The Site Description, which includes subject property improvements and current uses as well as adjoining property and area current uses and characteristics, is based on information received from Client, observations made during the site reconnaissance, and reasonably ascertainable, publicly available, practically reviewable published references

- **User Provided Information.** User Provided Information includes title records, environmental liens or activity and use limitations, specialized knowledge, and valuation reductions for environmental issues and is based solely on information provided by Client and is not included in this Scope of Services, except as specifically negotiated for Halff to perform However, for the purposes of this scope of services, Halff will perform a preliminary review of reasonably ascertainable, publicly available, practically reviewable published references for the city directory and environmental liens obtained through standard environmental record sources

- **Records Review.** The Records Review is a review of reasonably ascertainable, publicly available, practically reviewable published references Standard environmental record sources to be reviewed include federal and state regulatory databases Additional environmental record sources to be reviewed include additional state regulatory databases and local government records An assessment regarding the potential impact of these regulatory sites to the subject property will be made based on the nature of the operation, distance from the subject property, and the environmental setting Physical setting sources to be reviewed to characterize the subject property's environmental setting include USGS topographic maps, USDA soil surveys, FEMA flood maps, and other groundwater and geologic resources Standard historical sources to be reviewed include aerial photographs, Sanborn fire insurance maps, and local street directories Additional historical sources are not included in this Scope of Services, except as provided by Client or specifically negotiated for Halff to obtain and review

- **Site Reconnaissance** The Site Reconnaissance includes a visual site inspection of the subject property and subject property improvements to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles A visual observation of adjoining properties will be performed from the subject property and public thoroughfares

- **Interviews.** A good faith effort will be made to interview current and past owner(s), and site manager(s), occupant(s) as applicable, as well as local government officials and others as indicated by Client

- **Report.** A report detailing the findings of the Phase I ESA will be prepared The report will include Halff' professional opinion regarding the potential of environmental risks and will provide recommendations for additional investigation, if risks are identified A total of three (3) copies will be provided to Client within 15 working days from our receipt of notice to proceed

**This Scope of Services is based on the following Conditions.**

1 The purpose of this Phase I ESA is to conduct an All Appropriate Inquiry (AAI) to assist Client in satisfying the requirements to qualify for the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) landowner liability protections, except for the User's Responsibilities, which are limited to the User Provided Information found in 40 CFR §312 22 If the information in 40 CFR §312 22 is not provided to Halff, then it is the responsibility of Client to collect and assess this information in order to fully qualify for the landowner liability protections and to have conducted AAI

2 In addition, this Phase I ESA was conducted to identify recognized environmental conditions (REC) in connection with the subject property in accordance with the American Society for Testing and Materials (ASTM) Practice E 1527-05 Standard Practice for Environmental Site Assessments Phase I Environmental Site Assessment Process

3 This Phase I ESA is not intended to meet CERCLA requirements other than AAI or to address any state or local laws or any federal requirements other than AAI

4 The following conditions also apply to our participation on this project

5 Client will provide access to all areas as necessary for Halff to complete the Scope of Services

6 Client will provide copies of previous reports, if any, that are germane to the Scope of Services.

7 We will be allowed to complete the Scope of Services during Halff' normal business hours

8 Halff does not warrant or guarantee work performed by others, including vendors and subcontractors

9 This proposal is valid for 30 days after which Halff reserves the right to modify the scope of services and/or associated fees for such work

10 Although Halff will attempt to identify environmentally detrimental conditions/materials, some conditions/materials may exist that are beyond reasonable access for this type of investigation(s) Therefore, based on acceptance of this proposal, Client acknowledges and agrees that Halff has no liability or responsibility related to any undiscovered conditions/materials

11. Unless specifically included in the Scope of Services above, this proposal does not include the collection and/or laboratory analysis of any samples, including but not limited to, soils, water, building materials, or waste, from the subject property

12 Letters of Reliance will be prepared by Halff conditioned on 1) a fee of $500 00 will be paid by Client to Halff for each letter requested, 2) the document will contain Halff' conditions and limitations, 3) will be based on site conditions existing at the time of the site inspection, and, date of request is within six months of the report date

13 Additional Services, which are not included in this Scope of Services except as specifically negotiated for Halff to perform, include coordination with lawyers, asbestos consulting services, lead-based paint consulting services, indoor air quality/mold consulting services, radon research or testing, electro-magnetic field research or testing, waters of the U S. delineation, threatened/endangered species assessment, cultural resources assessment, regulatory compliance auditing, industrial hygiene consulting services, health and safety assessment or other services not specifically set forth in the Scope of Services

14 The accuracy of this assessment is limited to evidence detected through visual and olfactory senses on the specific day of physical inspection Representatives of Halff exclude possible evidence of environmental impacts that were obscured by existing vegetation, structures, or water from the responsibility of detection Accuracy is also limited to the availability and correctness of certain public information, which was reasonably ascertainable, publicly available, and practically reviewable during the course of the investigative proceedings

15 Halff does not warrant or guarantee the property suitable for any particular purpose, or certify it as completely free of environmentally detrimental contamination, nor does Halff warrant or guarantee information provided by vendors or subcontractors

16. Future regulatory modifications, agency interpretations, and/or attitude changes may affect the environmental status of the property described herein

17 As a result of the limited nature of a Phase I ESA and excluded services, certain conditions, such as those listed, may not be revealed (a) naturally occurring toxics or materials in subsurface soils, rocks, water, or the toxicity of the on-site flora, (b) toxicity of substances or materials common in current habitable environments, such as stored household or commercial products, building materials or components, and consumables, (c) biological pathogens, (d) contaminant plume below the surface from an off-site source, (e) contaminants or contaminant concentrations that are not known to or do not violate present regulatory standards, but may violate future such standards, and (f) unknown or undisclosed site contamination, such as intentional or "midnight" dumping and/or accidental spillage which may have occurred

18 No warranty or guarantee, either express or implied, concerning the findings and/or conclusions of the Phase I ESA is offered or intended Rather, it is represented that the scope and performance of the professional services to be rendered will be in accordance with the state of practice as conducted within the site region by similarly qualified practitioners

19 Information obtained during Phase I ESA interview(s) will be assumed to be correct and complete There will be no effort on Halff' part to independently verify such information Except for cases where the information provided was judged by Halff to be obviously wrong or misleading or the recall

of the individual being interviewed was judged to be sketchy or not clear, the information will be assumed to be accurate

20 Halff will make a reasonable attempt to perform the interviews required by AAI, but we cannot guarantee that all suggested interviews can be performed within the time constraints of the Phase I schedule Interviews that cannot be scheduled, that are unavailable or that appear to have provided incomplete information will be identified as data gaps

21 Data gap resolution is considered an Additional Services and is not included in this Scope of Services, except as specifically negotiated for Halff to perform

**Compensation**

Halff will complete the Scope of Services described above for a lump sum fee of **Six Thousand One Hundred/100 Dollars ($6,100.00)** We are prepared to begin this project upon receipt of authorization

This scope of service will not include the collection or analysis of soil, air, water, or material samples All pertinent observations made during the site inspection will be recorded using field notes or tape-recorded observations and photographs Scope of service for a Phase II ESA will be provided if warranted based on the findings and recommendations of the Phase I ESA and upon request by the Client.

If you have any questions or comments, I can be contacted at (713) 588-2454 Thank you for your consideration To indicate your acceptance of the above stated fee and to authorize Halff Associates to proceed with this scope of services, please sign below and return a copy of this letter to our office

Sincerely,

HALFF ASSOCIATES, INC.

Sandra J Williams
Sr Environmental Manager

C Raul E Wong

Authorized by Harvey Bazaman Date 3/28/12

Galveston County
Director, County Legal
3/28/12

# GALVESTON COUNTY, TEXAS
# COMMISSIONERS COURT
## Contract Approval Request

| | | | | | |
|---|---|---|---|---|---|
| Date of Request | 3/28/12 | Department | Parks Dept | | |
| Renewal Contract. | no | Orgkey: | 3271 xxx | Object Code: | xxxxx |
| Contract Start Date | 3/28/12 | Vendor: | Halff Associates Inc | | |
| Contract End Date. | 4/15/12 | Vendor No | | Contract No | |
| Description | Environmental Site Assessment 64 Acres Bachliff | | | | |
| Contract # Issued By Purchasing | | | Requested Legal Review | Yes ✓ No | |

| Fund Name | Fund # | FY12 $ Budget | FY12 $ Request | FY13 $ Request | FY14 $ Request | FY15 $ Request | FY15 $ Request |
|---|---|---|---|---|---|---|---|
| Parks Capital Project | 3271 | 4,237,808 | 6,100 | | | | |
| | | | | | | | |
| | | | | | | | |
| Totals | | - | - | - | - | - | - |

Total Cost: 6,100.00

| Approved By | Date | Signature |
|---|---|---|
| Department Head | Nancy Bozeman | 3/28/12 |
| Purchasing Agent | 3-28-2012 | |
| County Legal | Nancy Bozeman | 3/28/12 |

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

HALFF

March 26, 2012

Harvey Bazaman
Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550

RE Surveying services for a 64 Acre tract, called Edgewater Park, Section Two in League City, Texas

Dear Mr Bazaman

We appreciate the opportunity to propose land surveying services in conjunction with the above referenced project It is our understanding that you are requesting a boundary survey of the above captioned property

Scope of Services

We will rely on the title commitment you provide with regard to the existence of recorded easements, restrictions, and other matters of record affecting the subject property

- All property corners will be recovered and marked with flagging. Any property corners that have been destroyed or disturbed will be replaced at their proper location
- The visible site improvements will be located and shown

We will perform this professional service in accordance with the Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II survey

The fee for this professional service will be a Lump Sum of $11,500 plus applicable sales tax If you have any questions regarding this proposal, please do not hesitate to call me To indicate your acceptance of the above stated fee and to authorize Halff Associates to proceed with the survey, please sign the attached General Terms and Conditions for Surveying and return a copy of it and this letter to our office

Sincerely,
**HALFF ASSOCIATES, INC.**

Jibrael K. Ahmad, RPLS, CFM
Houston Survey Manager

cc. File
Attachments Halff General Terms and Conditions for Surveying

# HALFF ASSOCIATES, INC. - General Terms and Conditions for Surveying

**I. SCOPE**

Halff Associates, Inc (hereinafter "Surveyor") agrees to perform the 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 Legal Department** (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. Time-related charges, direct expenses, and subcontracted services will be billed as specified in this Agreement

It is understood and agreed by the parties that receipt of payment(s) by Surveyor from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others

**III RESPONSIBILITY**

Surveyor is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work Surveyor will perform, as an independent contractor, all services under this contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the profession, both public and private, currently practicing in the same locality, under similar conditions

In performing professional services, Surveyor shall act as agent of Client Surveyor'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 inspection services provided by Surveyor are for the purpose of determining compliance with the technical provisions of the project specifications and do not constitute any form of guarantee or insurance with respect to the performance of a contractor Surveyor 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

Surveyor shall not be required to provide any certification, assignment, warrant or other documentation related to its work but, upon request and for a separate fee and at Surveyor's sole discretion, Surveyor may agree to provide certain written statements regarding its services Such statements shall be in a form acceptable to Surveyor and shall be requested with sufficient advance notice to allow Surveyor to review the documents and prepare a suitable statement

**IV SCOPE OF CLIENT SERVICES**

Client agrees to provide site access, and to provide those services described in the Scope of Services

**V. INDEMNIFICATION**

Surveyor agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Surveyor, Surveyor's subconsultants or those for whom Surveyor 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, Surveyor shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Surveyor, 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 shall 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. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Surveyor's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used**

Client acknowledges Surveyor may perform work at facilities that may contain hazardous materials or conditions, and that Surveyor had no prior role in the generation, treatment, storage, or disposition of such materials In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Surveyor harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Surveyor or Surveyor's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Surveyor.

**VI INSURANCE**

Surveyor 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

**VII. SUBCONTRACTS**

Surveyor shall be entitled, to the extent determined appropriate by Surveyor, to subcontract any portion of the work described in the Scope of Services

**VIII 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 Surveyor without the prior written consent of the other party

**IX INTEGRATION**

These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Surveyor as to those matters contained herein 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

**X JURISDICTION AND VENUE**

This Agreement shall be administered and interpreted under the laws of the State in which the Surveyor's office performing the majority of the work described in the Scope of Services is located Jurisdiction of litigation arising from the Agreement shall be in that State 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 the county in which the Surveyor's office performing the majority of the work described in the Scope of Services is located

**XI SUSPENSION OF SERVICES**

A If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Surveyor 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 In addition, there 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 Surveyor may, at its option, terminate this Agreement upon giving notice in writing to the Client Surveyor may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work

B If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Surveyor may suspend performance of services upon five (5) calendar days notice to the Client The Surveyor 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

**XII. TERMINATION OF WORK**

Either the Client or the Surveyor may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice The Client shall within ten (10) calendar days of termination pay the Surveyor for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract

**XIII TAXES**

The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes which are promulgated following execution of this Agreement Client agrees to reimburse Surveyor and its subconsultants for the taxes paid by Surveyor and its subconsultants in accordance with the laws and regulations of the applicable taxing authorities

**XIV ALTERNATIVE DISPUTE RESOLUTION**

Any conflicts that arise during the work described by this Agreement or following the completion thereof shall be submitted to nonbinding mediation unless the parties agree otherwise The parties further agree to require all independent contractors and consultants retained in connection with this Agreement to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators

**XV. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held 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

**XVI TIMELINESS OF PERFOMANCE**

The Surveyor will perform its services with due and reasonable diligence consistent with sound professional practices

**XVII WAIVER**

Any failure by Surveyor to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Surveyor may subsequently require strict compliance at any time, notwithstanding any prior failure to do so

**APPROVED.**
**Surveyor. HALFF ASSOCIATES, INC**

**Signature:** _____

**Printed Name. Jibrael (Jib) Ahmad, RPLS, CFM**

**Title. Houston Survey Manager**

**Date: March 26, 2012**

**APPROVED**

**Client:** Galveston County Legal Department

**Signature:** Harvey Bateman

**Printed Name.** Harvey Bateman

**Title:** Director County Legal

**Date:** 3/28/12

# AGENDA ITEM #14

CC 4/3

# GALVESTON COUNTY, TEXAS
# COMMISSIONERS COURT
## Contract Approval Request

| | | | | | |
|---|---|---|---|---|---|
| **Date of Request** | 3/20/12 | **Department** | Purchasing | | |
| **Renewal Contract** | No | **Orgkey** | 2915291012 | **Object Code** | 5741601 / 5741602 |
| **Contract Start Date** | PO NTP | **Vendor** | C F McDonald Electric Inc | | |
| **Contract End Date** | 75 days | **Vendor No** | 710005 | **Contract No** | |
| **Description** | CDBG Round 1 High Island MS & Crenshaw Ele. Generator Recepticlos & transfer switches | | | | |
| **Contract # Issued By Purchasing** | | **CM12116** | **Requested Legal Review** | **Yes** ____ **No** xx Approved by C.C. | |

| Fund Name | Fund # | FY12 $ Budget | FY12 $ Request | FY13 $ Request | FY14 $ Request | FY15 $ Request | FY16 $ Request |
|---|---|---|---|---|---|---|---|
| CDBG | 2915 | 41,741 | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Totals** | | - | - | - | - | - | - |
| **Total Cost** | | | | | | | |

| Approved By | Date | Signature |
|---|---|---|
| **Department Head** | 3/20/12 | |
| **Purchasing Agent** | 3-20-2012 | |
| **County Legal** | N/A | |

Contract listed in Budget Documentation (Yes/No) N/A

**County Budget Office**

Purchasing has 5 copies of Contracts /Specs

Form Number

**LJA Engineering & Surveying, Inc.**

11821 East Freeway, Suite 400
Houston, Texas 77029
www ljaengineering com
Phone 713 450 1300
Fax 713 450 1385

**LETTER OF TRANSMITTAL**

To County of Galveston
County Courthouse
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, TX 77550
PH 409-770-5371

Date March 7, 2012
LJA Project No E384-9003F&G
Attention
Re County of Galvleston – High Island Middle School and Crenshaw Elementary School

WE ARE SENDING YOU the following items

- [ ] Shop Drawings
- [ ] Prints
- [x] **Plans**
- [ ] Samples
- [x] **Specifications**
- [ ] Copy of Letter
- [ ] Change Order
- [ ] Other

| Copies | Date | Description |
|---|---|---|
| 5 | | Sets of Contract Documents (Blue Books & Plans) |
| | | |

THESE ARE TRANSMITTED as checked below

- [ ] For approval
- [ ] Approved as submitted
- [ ] Resubmit _____ copies for approval
- [ ] For your use
- [ ] Approved as noted
- [ ] Submit 3 originals/copies for distribution
- [ ] As requested
- [ ] Returned for corrections
- [ ] Return __ corrected prints
- [ ] For review & comment
- [x] **For signatures**
- [ ] _____
- [ ] For Bids Due
- [ ] Prints returned after loan to us

REMARKS **Please sign where indicated with Post It "SIGN HERE" stickers on Blue Books and Plans. Contract Documents (Plans and Blue Books) can be distributed at the Pre-Construction conference meeting. Two (2) sets for the Contractor, one for their Surety and one for their office, two (2) sets for the County and one set for the Engineer. If you have any questions please contact me direct at 713-450-1378 or e-mail phodges@ljaengineering.com. Thank you.**

cc Construction File 16 4

SIGNED Patty J. Hodges
Patty J Hodges
Construction Administrative Coordinator

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

# HIGH ISLAND MIDDLE SCHOOL
# AND
# CRENSHAW ELEMENTARY SCHOOL
# GENERATOR RECEPTACLES & TRANSFER SWITCHES

LJA PROJECT NO 0384-9003 F & G

9/13/11

COPYRIGHT BY
LJA ENGINEERING INC
EAST HOUSTON OFFICE
11821 EAST FREEWAY, SUITE 400
HOUSTON TEXAS 77029
FRN-F-1386

CFMCD-1 OP ID SL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/12

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

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

PRODUCER
Cravens/Warren & Company
P O Box 41328
Houston, TX 77241-1328
Ken R Pearson

713-690-6000
713-690-6020

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

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A | United Fire & Casualty Co | 13021 |
| INSURER B | United Fire Group | 13021 |
| INSURER C | St Paul Fire & Marine | 24767 |
| INSURER D | Graphic Arts Mutual Insurance | 25984 |
| INSURER E | | |
| INSURER F | | |

INSURED
C F McDonald Electric Inc
5044 Timber Creek
Houston, TX 77017

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN L AGGREGATE LIMIT APPLIES PER<br>POLICY X PRO JECT LOC | | | 85314940 | 04/01/11 | 04/01/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS COMP/OP AGG<br>Emp Ben. | $<br>$<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>100,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000<br>1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | 85314940 | 04/01/11 | 04/01/12 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$<br>$ | 1,000,000 |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | QK09102398 | 04/01/11 | 04/01/12 | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ | 10,000,000<br>10,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes describe under DESCRIPTION OF OPERATIONS below | N / A | | 4302892 | 04/01/11 | 04/01/12 | X WC STATU TORY LIMITS OTH ER<br>E L EACH ACCIDENT<br>E L DISEASE - EA EMPLOYEE<br>E L DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| A | Leased/Rented | | | 85314940 | 04/01/11 | 04/01/12 | Equipment | | 100,000 |
| A | Installation Float | | | 85314940 | 04/01/11 | 04/01/12 | Ea Jobsit | | 2,000,000 |

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

CERTIFICATE HOLDER

GALVC-2

Galveston County
722 Moody Avenue
Galveston, TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

C. Michael Schneider

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| ANY PERSON OR ORGANIZATION TO WHOM HAVE AGREED TO NAME AS ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT IF THE CONTRACT OR AGREEMENT IS EXECUTED PRIOR TO LOSS | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

PREMIUM 6,600



© ISO Properties, Inc , 2004



*43013880*

# ULTRA LIABILITY PLUS ENDORSEMENT

## COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

* Coverage for non-owned watercraft is extended to 51 feet in length
* Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Product Recall Expenses
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Water Damage Legal Liability - $25,000
* Increase in Supplementary Payments: Bail Bonds to $1,000 and Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
* Automatic Additional Insured - Vendors
* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - Employee Injury to Another Employee
* Primary Additional Insured
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an "occurrence", "claim" or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancelation or non-renewal.
* Liberalization Condition
* Mobile equipment to include snow renewal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Blanket Waiver of Subrogation
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Bodily Injury Redefined
* Extended Property Damage
* Damage to Media Legal Liability - $50,000

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 15 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

 Includes copyrighted material of Insurance Services Office, Inc., with its permission. 

***The last paragraph of Item 2. Exclusions is deleted and replaced by the following:***

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance

**THE FOLLOWING COVERAGES ARE ADDED:**

**Voluntary Property Damage Coverage**

The insurance provided under Coverage A (Section I) is amended to include "property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this Voluntary Property Damage Coverage only·

1. Exclusion j. Damage to Property under Coverage A (Section I) is deleted and replaced by the following:

   j. Damage to Property

   "Property damage" to.

   (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

   (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

   (3) Property you own, rent, lease, borrow or use.

**Care, Custody and Control Property Damage Coverage**

For the purpose of this Care, Custody and Control Property Damage Coverage only:

1. Item (4) of Exclusion j. of Coverage A (Section I) does not apply.

***COVERAGE M. DAMAGE TO MEDIA LEGAL LIABILITY***

1. ***Insuring Agreement***

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of damage to "electronic data" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "electronic data" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result But.



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c. **Pollution**

Damage to "electronic data" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

d. **Aircraft, Auto, Watercraft or Mobile Equipment**

Damage to "electronic data" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

e. **War**

Damage to "electronic data" however caused, arising directly or indirectly, out of.

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

f. **Damage To Property**

Damage to "electronic data" that is:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Property loaned to you;

(3) Personal property in the care, custody or control of the insured,

(4) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(5) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

g. **Damage To Your Product**

Damage to "electronic data" in "your product" or arising out of it or any part of it.

h. **Damage To Your Work**

Damage to "electronic data" in "your work" arising out of it or any part of it and included in the "products-completed operations hazard".



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d. Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors

e. Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

f. "Bodily injury" or "property damage".

g. Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

h. Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

i. Legal fees or expenses.

j. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product"

k. "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.

**COVERAGE W - WATER DAMAGE LEGAL LIABILITY**

The insurance provided under Coverage W (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit

**SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended to read **SUPPLEMENTARY PAYMENTS;** and

**Items 1.b. and 1.d are amended as follows:**

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

**SECTION II - BROAD FORM NAMED INSURED**

1. Section II – Who Is An Insured is amended to include as an insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.

2. For the purpose of the coverage provided by this provision only, the following is added to Condition 4.b. Excess Insurance, under Section IV - Commercial General Liability Conditions: This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock.

3. This provision does not apply to a policy written to apply specifically in excess of this policy.

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(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part of container, entering into, accompanying or containing such products.

7. **Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You**

a. Any person or organization from whom you lease equipment when *you and such person or organization have* agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured, but only with respect to your liability arising out of the maintenance, operation or use of such leased equipment, which may be imputed to that person or organization as the *lessor of equipment. A person's or organization's status* as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded these additional insureds, the following additional exclusion apply·

(1) To any "occurrence" which takes place,

(2) To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

8. **Additional Insured - Managers or Lessors of Premises**

Any person or organization, but only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to any:

a. Any "occurrence" which takes place after *you cease to be a tenant in that premises.*

b. Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization.

9. **Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

Coverage is provided only when the insured is contractually required to add the engineer, architect or surveyor. Coverage is provided with respect to your liability for "bodily injury" or "property damage" or "personal and advertising injury" directly arising out of:

a. Your acts or omissions; or

b. Your acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for that additional insured(s).

10. ***Additional Insured - Employee Injury to Another Employee***

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of this section is amended to read:



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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit" If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under that "other insurance"

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

B. For the purposes of this insurance coverage provided by this item 11 only, the following definition is added to DEFINITIONS (Section V):

"Other Insurance":

a Means insurance, or the funding of losses, that is provided by, through or on behalf of:

(1) Another insurance company;

(2) Us or any of our affiliated insurance companies, except when the Non-cumulation of Each Occurrence Limit section of Paragraph 5 LIMITS OF INSURANCE (Section III) or the Non-cumulation of Personal and Advertising Injury limits sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies.

(3) Any risk retention group;

(4) Any self-insurance method or program, other than any funded by you and over which the Coverage Part applies; or

(5) Any similar risk transfer or risk management method

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.



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12. Subject to 5. above, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Voluntary Property Damage Coverage.

13. Subject to 5. above, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under Care, Custody and Control Coverage regardless of the number of

    a. Insureds;

    b. Claims made or "suits" brought; or

    c. Persons or organizations making claims or bringing "suits".

    Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

    This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

    We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

    As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**Condition 2., items a. and b. are deleted and replaced by the following:**

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

    (1) How, when and where the "occurrence" took place;

    (2) The names and addresses of any injured persons and witnesses, and

    (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must.

    (1) Immediately record the specifics of the claim or "suit" and the date received; and

    (2) Notify us as soon as practicable.

    You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

**Condition 2.c.(5) is added:**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

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**The following definitions are added for this endorsement only:**

3. ***Bodily Injury Redefined.***

   Under V - Definitions, definition **3.** is deleted and replaced with the following:

   3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease

23. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. **"Product recall"** means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that

    (1) The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

    (2) Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

        (a) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

        (b) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. **"Product recall expense"** means reasonable and necessary expenses for:

    (1) Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

    (2) Transporting recalled products from any purchaser, distributor or user, to locations designated by you

    (3) Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

    (4) Transportation and accommodation expense incurred by your employees.

    (5) Rental expense incurred for temporary locations used to store recalled products.

    (6) Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

    (7) Transportation expenses incurred to replace recalled products.

    (8) Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

    These expenses must be incurred as a result of a "product recall".

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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of.

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



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e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limit of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

***(Employee as Insureds)***

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow

***(Additional Insured Status by Contract, Agreement or Permit)***

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

**C. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

(a) To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(b) To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

(c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**D. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE**
Coverage is amended as follows:

***(TOWING AND LABOR)***

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

(a) For private passenger type vehicles or "light trucks" we will pay up to $75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.



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***(AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE)***

***(Deletion of Audio Visual Equipment Exclusion)***

1. **Audio, Visual and Data Electronic Equipment Coverage.**

   We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

   (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above However, this does not include tapes, records or discs

   (2) In addition to the exclusions that apply to Physical Damage Coverage with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusions also apply.

   (3) We will not pay for any electronic equipment or accessories used with such electronic equipment that are:

   (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

   (b) Both:

   An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound If the sound reproducing equipment is permanently installed in the covered "auto"; and

   Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio

   (4) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of·

   (a) The actual cash value of the damaged or stolen property as of the time of the "loss",

   (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or $1,000;

   minus a deductible of $100.

   An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

   If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

***(AIRBAG ACCIDENTAL DISCHARGE)***

**D. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended as follows:**

The following language is added to Exclusion 3 ·

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**E. AUTO LOAN/LEASE TOTAL LOSS PROTECTION**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:**

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

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

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

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $50,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

J. EXTENDED CANCELLATION CONDITION

A. Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item 2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason

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## TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

*Schedule*

1. **Number of days advance notice: 30* or 60***
2. **Notice will be mailed to: Schedule on file with Company.**

*** EXCEPTION: 10 (TEN) days shall apply in the event the policy is cancelled due to non-payment of premium.**

**This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.**

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

**Endorsement Effective: 04-01-2011** **Policy No. 4302892** **Endorsement No. N/A**
**Premium: $ INCL.**

**Insured:**
**C.F. MCDONALD ELECTRIC, INC.**
**Larry Stephenson, Individual**

**Insurance Company**
**Graphic Arts Mutual Insurance Company**
**WC 42 06 01**
**(Ed. 1-94)**

**Countersigned by** C Michael Schmeed

ADDENDUM NO 1
FOR
COUNTY OF GALVESTON

HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

LJA PROJECT NO 0384-9003F&G

October 6, 2011

**Addenda – Change in Invitation to Bid**

The bid Opening is changed from Tuesday, October 11th to Tuesday October 18 2011 The time remains the same 2 00 P M in the Purchasing Agent's office located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth Floor, Galveston, Texas 77550

END OF ADDENDUM NO 1

# THE COUNTY OF GALVESTON

RUFUS G. 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

October 11, 2011

**RE. ADDENDUM #2**
**Bid #B111057 – CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches**
**LJA Project No. 0384-9003F&G**

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s)

As a reminder, all questions regarding this bid must be addressed to Rufus G. Crowder, CPPB, Purchasing Agent, via e-mail at rufus.crowder@co.galveston.tx.us, or contact the Purchasing Department at (409) 770-5371

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Gwen McLaren, CPPB

Gwen McLaren, CPPB
Assistant Purchasing Agent
Galveston County

ADDENDUM NO 2
FOR
COUNTY OF GALVESTON
TO
HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

LJA PROJECT NO E0384-9003F & 9003G

October 11, 2011

**Addenda – Changes in Plans**

**CLARIFICATION** – High Island Sheet 4 of 9 - ESP 2 0 Should wire size from tap box to new switch gear shall be 800A

**CLARIFICATION** – Crenshaw Sheet 6 of 9 - ESP 1 0 Note 4 Roll up switch shall be installed on porch Relocation of existing condenser unit may be required for installation Contractor shall include cost for relocation

END OF ADDENDUM NO 2

STATE OF TEXAS
GREGG B HAAN
90159
LICENSED
PROFESSIONAL ENGINEER
10/11/11

ADDENDUM NO. 3

FOR

COUNTY OF GALVESTON

HIGH ISLAND MIDDLE SCHOOL
AND
CRENSHAW ELEMENTARY SCHOOL
GENERATOR RECEPTACLES & TRANSFER SWITCHES

LJA PROJECT NO. 0384-9003F&G

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

October 13, 2011

**Addenda – Change in Invitation to Bid**

The bid Opening is changed from Tuesday, October 18th to Tuesday, October 25, 2011. The time remains the same 2:00 P M. in the Purchasing Agent's office located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth Floor, Galveston, Texas 77550

END OF ADDENDUM NO. 3

# THE COUNTY OF GALVESTON

RUFUS G. 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

October 13, 2011

**RE: ADDENDUM #3**
**Bid #B111057 – CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches**
**LJA Project No. 0384-9003F&G**

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s):

**OPENING DATE:**
Bid #B111057 – CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches - LJA Project No. 0384-9003F&G originally scheduled to be opened on Tuesday, October 18, 2011 at 2:00 p.m has been re-scheduled. The new deadline for submitting bids is as follows.

**Date: Tuesday, October 25, 2011**
**Time: 2:00 p.m.**

Please send bid submittals to:
**Galveston County Purchasing Agent**
**Attention: Rufus Crowder, CPPB**
**722 Moody (21st Street), Fifth (5th) Floor**
**Galveston, Texas 77550**

If you have any further questions regarding this bid, please address them to Rufus G. Crowder, CPPB, Purchasing Agent, via e-mail at rufus.crowder@co.galveston.tx.us, or contact the Purchasing Department at (409) 770-5371.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Gwen McLaren, CPPB

Gwen McLaren, CPPB
Assistant Purchasing Agent
Galveston County

# THE COUNTY OF GALVESTON

RUFUS G. 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

October 19, 2011

**RE: ADDENDUM #4**
**Bid #B111057 – CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches**
**LJA Project No. 0384-9003F&G**

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s)

As a reminder, all questions regarding this 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

Please excuse us for any inconvenience that this may have caused

Sincerely

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County

ADDENDUM NO 4
FOR
COUNTY OF GALVESTON
TO
HIGH ISLAND MIDDLE SCHOOL & CRENSHAW ELEMENTARY SCHOOL
GENERATOR SWITCHES

LJA PROJECT NO E0384-9003F&G

October 19 2011

STATE OF TEXAS
GREGG B HAAN
90159
LICENSED
PROFESSIONAL ENGINEER
10/19/11

## Additional Questions

High Island

1 Drawings indicate new tap box and breaker enclosure to be nema 3r Should these be nema 4x?

Response Nema 4x will be acceptable

2 Drawings indicates a top box may be required and located to the right of the existing I line Panel There is a vertical steel beam to the right Can all work be shifted to the left?

Response If required tap box can be field located

3 Breakers will have to be relocated in the existing I-line panel to accommodate new buss taps If existing feeders have to be extended for the relocation of breakers, will in line splices be allowed in the I line panel or will the feeders have to be replaced?

Response Splices will be permitted

Crenshaw

1 There is no raised porch on the South side of the Building as indicated Will the new roll up gear and main be located at ground level or will there be a porch installed?

Response Use existing porch on front, left side of building adjacent to the electrical room

1. Is the intent to route the emergency service entrance conduit through the mechanical room or is the intent to route below the first level and core through the electrical room floor?

Response Actual routing will be field located

2. Drawings make several comments on verifying existing underground utilities Plans do not show any underground installations at either location Are the plans missing a drawing or detail?

Response Installation of prop work shall not affect any existing underground utilities

3. Both projects will require an outage from service When will the project be performed and will outage be required on weekends?

Response Outages will be coordinated with School District and Centerpoint Electric during construction phase

4. Has there been any indication on deliver of gear committed by any vendor for this project? It could take as long as 10 weeks for the deliver of gear

Response No

5. Does new tap box rated at 3000 amps have to be Siemens or can it be ay another manufacture or custom made by a local manufacture?

Response It does not have to be Siemens, it must meet spec

6. The Crenshaw drawings indicate a 3000 amp breaker in the generator roll up 3r gear Notes call for 2 – 3-1/2" conduits with 4-500MCM each. The conductors are rated at approximately 760 amps Should we install 3000amps of wiring or can we install 800 amp breaker in lieu of 3000 amps The school may shed loads during emergency conditions, is the acceptable?

Response There shall be 8 – 3-1/2" conduits with 4-5—MCM each

END OF ADDENDUM NO 4

# THE COUNTY OF GALVESTON

**RUFUS G. 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

October 20, 2011

**RE: ADDENDUM #5**
**Bid #B111057 – CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches**
**LJA Project No. 0384-9003F&G**

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s)

**OPENING DATE:**
**Bid #B111056 – CDBG Round 1 Santa Fe High School Generator - LJA Project No. 0384-9003E originally scheduled to be opened on Tuesday, October 25, 2011 at 2:00 p.m. has been postponed until further notice due to clarifications in the project specifications.**

If you have any further questions regarding this bid, please address them to Rufus G Crowder, CPPB, Purchasing Agent, via e-mail at rufus.crowder@co galveston tx us, or contact the Purchasing Department at (409) 770-5371

Please excuse us for any inconvenience that this may have caused

Sincerely

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

# THE COUNTY OF GALVESTON

RUFUS G. 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

November 1, 2011

RE: **ADDENDUM #6**
**Bid #B111057 – CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches**
**LJA Project No. 0384-9003F&G**

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s)

**OPENING DATE:**
Bid #B111057 – CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches - LJA Project No. 0384-9003F&G originally scheduled to be opened on Tuesday, October 25, 2011 at 2:00 p.m. has been re-scheduled. The new deadline for submitting bids is as follows

**Date: Tuesday, November 8, 2011**
**Time: 2:00 p.m.**

Please send bid submittals to
**Galveston County Purchasing Agent**
**Attention: Rufus Crowder, CPPB**
**722 Moody (21st Street), Fifth (5th) Floor**
**Galveston, Texas 77550**

If you have any further questions regarding this bid, please address them to Rufus G. Crowder, CPPB, Purchasing Agent, via e-mail at rufus.crowder@co.galveston.tx.us, or contact the Purchasing Department at (409) 770-5371

Please excuse us for any inconvenience that this may have caused

Sincerely,

Gwen McLaren, CPPB

Gwen McLaren, CPPB
Assistant Purchasing Agent
Galveston County

# THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

GWEN McLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5311

November 1, 2011

RE: ADDENDUM #2
Bid #B111057 - CDBG Round 1 High Island Middle School & Crenshaw Elementary School
Generator Switches
CIA Project No. 0384-0003T&G

To All Prospective Bidders:

The following information is being provided to aid in preparation of your bid submittal(s):

OPENING DATE:
Bid #B111057 - CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches
CIA Project No. 0384-0003T&G originally scheduled to be opened on Tuesday, November 8, 2011 at 2:30 p.m. has been rescheduled. The new deadline for submitting bids is as follows:

Date: Tuesday, November 22, 2011
Time: 2:30 p.m.

Please send bid submittals to:
Galveston County Purchasing Agent
Attention: Rufus Crowder, CPPB
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

If you have any further questions regarding this bid, please address them to Rufus G. Crowder, CPPB, Purchasing Agent, via e-mail at rufus.crowder@galvestoncounty.gov or contact the Purchasing Department at (409) 770-5311.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Gwen McLaren, CPPB
Assistant Purchasing Agent
Galveston County

# COUNTY OF GALVESTON

## SPECIFICATIONS AND CONTRACT DOCUMENTS

# HIGH ISLAND MIDDLE SCHOOL
# AND
# CRENSHAW ELEMENTARY SCHOOL
# GENERATOR RECEPTACLES & TRANSFER SWITCHES

**LJA PROJECT NO. 0384-9003 F & G**

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# I

# INVITATION TO BID

**BID #: B111057**
**OPEN. 10/11/2011**
**2:00 PM**

# INVITATION TO BID
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES GALVESTON COUNTY, TEXAS

The County of Galveston solicits bids on the following project funded through the Texas General Land Office, contract number 10-5052-000-5028, Hurricane Ike disaster recovery program funds

Contract to furnish labor, equipment, materials and incidentals as required for
**Bid #B111057, CDBG Round 1 High Island Middle School and Crenshaw Elementary School Generator Switches**

Davis-Bacon rates will apply under this disaster recovery program

Sealed bids in **sets of seven, (one (1) original and six (6) copies)** will be received in the office of the County Purchasing Agent, until **2:00 PM** on **10/11/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on **10/11/2011 at 2:00 PM** in the Purchasing Agent's office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope
**Bid # B111057, CDBG Round 1 High Island Middle School and Crenshaw Elementary School Generator Switches**

***A non-mandatory pre-bid conference will be held on Monday, September 26, 2011 at 10:00 a.m. in the Galveston County Purchasing Department located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550.***

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

Plans and specifications may be obtained from the office of LJA Engineering, Inc , 11821 East Freeway, Suite 400, Houston, Texas 77029, (713) 450-1300

A $50 00 non-refundable deposit shall be required for each set of plans and specifications Bids will be completed on the forms and proposal sheets provided

**Each bid must be accompanied by a Certified or Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within sixty (60) days from the date of bid opening, the bidder will enter into a contract and execute Performance and Payment Bonds statutorily required for public works projects. The county intends to award a contract within 60 days**

Commissioners' Court reserves the right to waive any informality and to reject any and all bids, and to accept bid or bids which, in its opinion, is most advantageous to the County.

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

# II

# GENERAL PROVISIONS

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES
# 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 seven (7), one (1) original and six (6) copies****, on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

## 2. COMPETITIVENESS AND INTEGRITY

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

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

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

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

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

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

## 3. TIME FOR RECEIVING BIDS

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

## 4. BID OPENING

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

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES
# GALVESTON COUNTY, TEXAS

**5. REJECTION OF BIDS**

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

**6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

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

**7. SUBSTITUTES**

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

**8. EXCEPTIONS TO BID**

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

**9. PRICING**

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

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

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

**10. PROCUREMENT CARD PROGRAM**

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

**11. TAX EXEMPTION**

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

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES
# GALVESTON COUNTY, TEXAS

## 12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

## 13. MODIFICATION OF BIDS

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

## 14. AWARD OF BIDS

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

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

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

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

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES
# GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

**15. RESULTANT CONTRACT**

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

**16. CONTRACT TERM**

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

**17. TERMINATION FOR DEFAULT**

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

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

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES
# GALVESTON COUNTY, TEXAS

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

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

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

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

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. FORCE MAJEURE**

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

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

**20. ESTIMATED QUANTITIES**

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

**21 CONTRACTOR INVESTIGATION**

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

**22. NO COMMITMENT BY COUNTY OF GALVESTON**

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

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES
# GALVESTON COUNTY, TEXAS

**23. SINGLE BID RESPONSE**

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

**24. REJECTION/DISQUALIFICATION OF BIDS**

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

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

**25. CHANGES IN SPECIFICATIONS**

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

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

**26. BID DISCLOSURES**

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

**27. PROTEST**

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

**28. WITHDRAWAL OF BID**

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

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES
# GALVESTON COUNTY, TEXAS

**29. INDEMNIFICATION**

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

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

**30. PROOF OF INSURANCE**

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

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

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

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

**31. BID BOND**

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

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

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES GALVESTON COUNTY, TEXAS

**32. PERFORMANCE AND PAYMENT BOND(S)**

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

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

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

**33. CONFLICT OF INTEREST DISCLOSURE REPORTING**

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

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

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

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES
# GALVESTON COUNTY, TEXAS

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

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

**34. ENTIRETY OF AGREEMENT AND MODIFICATION**

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

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

**35. NON-COLLUSIONAFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

**36. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

**CODE OF ETHICS** – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES GALVESTON COUNTY, TEXAS

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

**General Ethical Standards**
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

**Gratuities**
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

**Kickbacks**
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

**Contract Clause**
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

**Confidential Information**
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

37. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

# GENERAL PROVISIONS
# CDBG ROUND 1 HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL GENERATOR SWITCHES GALVESTON COUNTY, TEXAS

Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**

**38. NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

# III

# VENDOR QUALIFICATION PACKET

# 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 Forms

**Conflict of Interest 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) 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 and file a CIQ Form as required under Chapter 176

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 and file a CIQ Form as required under Chapter 176

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 Blank CIQ Forms may also 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 required.** Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176

In the event Proposer believes that it is not required to file the CIQ Form, then Proposer hereby **CERTIFIES** that by submission of its proposal without the enclosed copy of the filed CIQ Form, that Proposer is not currently required to file a CIQ Form

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

All information provided on the submitted forms must be typed or plainly and legibly handwritten in blue or black ink In addition, wherever signatures are requested, the name(s) of the person(s) signing must be printed or typed directly beneath the signature line

Any document that is deemed not legible may cause vendor status to be suspended or denied until corrected

Forms CIS and CIQ must be filed with the County Clerk. The Galveston County Clerk has offices at the following locations

**Galveston County Clerk**
Galveston County Criminal 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

If you are required to report under Chapter 176 of the Texas Local Government Code, it is your sole responsibility to comply with the reporting requirements Compliance with Texas Local Government Code Chapter 176 is the individual responsibility of each local government officer, individual, business, and agent, as applicable Chapter 176 provides that failure to comply with the reporting requirements is an offense.

# 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 | C. F. McDonald Electric, Inc. |
| Attention Line: | Wayne Berkenmeier |

2.

| | | | |
|---|---|---|---|
| Physical Address | 5044 Timber Creek | | |
| City | Houston | State TX | Zip+4 77017 |

3.

| | | | |
|---|---|---|---|
| Billing / Remit Address | 5044 Timber Creek | | |
| City | Houston | State: TX | Zip+4 77017 |

4

| | |
|---|---|
| Main Contact Person: | Wayne Berkenmeier |
| Main Phone Number: | 713-921-1368 |
| Fax Number: | 713-921-5109 |
| E-mail Address | wayneb@mcdonaldinc.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 January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester Do not send to the IRS

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name/disregarded entity name if different from above
C. F. McDonald Electric, Inc.

Check appropriate box for federal tax classification (required) ☐ Individual/sole proprieto ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company Enter the tax classification (C=C corporation S=S corporation P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number street and apt or suite no )
5044 Timber Creek

Requester's name and address (optional)

City state and ZIP code
Houston, TX 77017

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 the "Name" line 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

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

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

**Employer identification number**
7 4 - 1 5 4 0 4 5 3

## Part II Certification

Under penalties of perjury, I certify that

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S citizen or other U S person (defined below)

**Certification instructions** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return For real estate transactions item 2 does not apply For mortgage interest paid acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN See the instructions on page 4

**Sign Here** Signature of U S person ▶ Date ▶ 10/11/11

Wayne Berkenmeier, Vice President Special Projects

## 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 a percentage 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

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation or if you no longer are tax exempt In addition, you must furnish a new Form W-9 if the name or TIN changes for the account for example, if the grantor of a grantor trust dies

### 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/disregarded entity name" line

**Partnership, C Corporation, or S Corporation** Enter the entity's name on the "Name" line and any business, trade, or ' doing business as (DBA) name" on the "Business name/disregarded entity name" line

**Disregarded entity** Enter the owner's name on the "Name" line The name of the entity entered on the "Name" line should never be a disregarded entity The name on the "Name" line must be the name shown on the income tax return on which the income will be reported For example, if a foreign LLC that is treated as a disregarded entity for U S federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the ' Name" line If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes Enter the disregarded entity's name on the "Business name/disregarded entity name" line If the owner of the disregarded entity is a foreign person you must complete an appropriate Form W-8

**Note** Check the appropriate box for the federal tax classification of the person whose name is entered on the ' Name" line (Individual/sole proprietor Partnership, C Corporation, S Corporation, Trust/estate)

**Limited Liability Company (LLC)** If the person identified on the "Name' line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation enter "C" for C corporation or "S" for S corporation If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301 7701-3 (except for employment and excise tax) do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "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/ disregarded entity name line

## 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/ disregarded entity 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 following chart 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 5 and 7 through 13 Also C corporations |
| 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 and reportable on Form 1099-MISC are not exempt from backup withholding medical and health care payments attorneys' fees, gross proceeds paid to an attorney 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 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 item 1, below, and items 4 and 5 on page 4 indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) In the case of a disregarded entity the person identified on the "Name" line must sign Exempt payees, see *Exempt Payee* on page 3

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4

**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] |
|---|---|
| 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 |
| 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] |
| 6 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1 671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account.** | **Give name and EIN of[1]** |
| 7 Disregarded entity not owned by an individual | The owner |
| 8 A valid trust estate or pension trust | Legal entity [4] |
| 9 Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10 Association club religious charitable educational or other tax-exempt organization | The organization |
| 11 Partnership or multi member LLC | The partnership |
| 12 A broker or registered nominee | The broker or nominee |
| 13 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 |
| 14 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1 671 4(b)(2)(i)(B)) | The trust |

[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 "Business name/disregarded entity' 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 Grantor also must provide a Form W-9 to trustee of trust

**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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535 Identity Theft Prevention and Victim Assistance

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 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 ftc gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338)

Visit 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 (including federal agencies) who are required to file information returns with the IRS to report interest dividends or certain other income paid to you mortgage interest you paid, the acquisition or abandonment of secured property the cancellation of debt or contributions you made to an IRA, Archer MSA or HSA The person collecting this form uses the information on the form to file information returns with the IRS reporting the above information Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities states the District of Columbia and U S possessions for use in administering their laws The information also may be disclosed to other countries under a treaty to federal and state agencies to enforce civil and 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 Under section 3406 payers must generally withhold a percentage of taxable interest dividend, and certain other payments to a payee who does not give a TIN to the payer Certain penalties may also apply for providing false or fraudulent information

# 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**

C. F. McDonald Electric, Inc.

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

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

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

Name of Officer

None

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

None

4

Signature of person doing business with the governmental entity

10/11/11

Date

Wayne Berkenmeier, Vice President Special Projects

Adopted 06/29/2007

# IV-A

# INSTRUCTIONS TO BIDDERS

## INSTRUCTIONS TO BIDDERS

### 1 BID PACKAGE

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids

### 2. REVIEW

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contact the successful bidder will execute with the County

### 3 PRE-BID MODIFICATIONS

Any modification to any portion of this bid packet will be in writing in the form of addenda All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received

### 4 BID FORMS

All bids must be submitted on forms furnished by County

### 5 TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the

envelope for the sole purpose of identifying the Bid Number for which the submission was made The envelope will then be resealed No liability will attach to a County officer or employee for the premature opening of a bid

6 **TERM**

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award"

7 **AWARD OF BID**

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

8 **SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued

9 **REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any Bidder determined to be not responsible

10. **BID BOND**

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

performance bonds and insurance certificates

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

11 **PERFORMANCE AND PAYMENT BOND**

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

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas They shall also be executed by a surety and licensed to do business in Texas

Bidders should familiarize themselves with the entire provisions of V T C A ,

Chapter 2253 and the penalties provided for its violations before submitting their bid

12 **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work

13 **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151 309, Texas Tax Code

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9 07 in lieu of the tax Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended

# IV-B

# TXCDBG
# INSTRUCTIONS TO BIDDERS
# FOR CONSTRUCTION

# INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1 Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed Separate bid forms are provided for your use

2 Interpretations or Addenda

No oral interpretations will be made to any bidder Each request for an interpretation shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening It is, however, the bidder's responsibility to make inquiry as to any addenda issued All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders

3 Inspection of Site

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid

4 Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications

5 Bids

a All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings

b All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder

c Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening

d The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid

e If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any The contract will require the completion of the work in accordance with the contract documents

6 Bid Modifications Prior to Bid Opening

a Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Grant Recipient prior to the closing time, and provided further, the Grant Recipient is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the Grant Recipient until the sealed bid is open If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification

b Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open

7 Bid Bond

a A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid A certified check or bank draft payable to the Grant Recipient or negotiable U S Government Bonds (as par value) may be submitted in lieu of the Bid Bond

b The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids

8 Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract

9 Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid Any bid not conforming to this requirement may be rejected as informal Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities

10 Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder

11 Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered, except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Grant Recipient that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered

12 Opening of Bids

The Grant Recipient shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein Bidders and other interested individuals may be present

13 Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating his purpose in writing to the locatliy Upon receipt fo such notice, the unopened bid will be returned to the bidder The bid guaranty of any bidder withdrawing his bid will be returned promptly

14 Award of Contract/Rejection of Bids

a The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid The bidder selected will be notified at the earliest possible date The Grant Recipient reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest

b The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract

15 Execution of Agreement/Performance and Payment Bonds

a Performance and Payment Bonds, Requires all prime contractors which enter into a formal contract in excess of $25,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of $100,000

b The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Grant Recipient may grant, shall constitute a default and the Grant Recipient may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids In either case, the Grant Recipient may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond If a more favorable bid is received

through re-advertisement, the defaulting bidder shall have no claim against the Grant Recipient for a refund

16 Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents These rates are minimums to be paid during the life of the contract It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions

17 Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin

# V

# BID PROPOSAL

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)

*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**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM**

| | | |
|---|---|---|
| ADDENDUM NO 1 | Signature | 10/06/11 Date |
| ADDENDUM NO 2 | Signature | 10/13/11 Date |
| ADDENDUM NO 3 | Signature | 10/13/11 Date |
| ADDENDUM NO 4 | Signature | 10/19/11 Date |
| ADDENDUM NO 5 | Signature | 10/20/11 Date |
| ADDENDUM NO 6 | Signature | 11/01/11 Date |
| ADDENDUM NO. 7 | Signature | 11/01/11 |

**HOME OFFICE**
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
FAX (515) 243-3854

MERCHANTS
BONDING COMPANY

**AUSTIN OFFICE**
P O BOX 26270
AUSTIN, TEXAS 78759-0720
(512) 343-9033
FAX (512) 343-8363

# BID BOND
# PUBLIC WORK

Bond No _____

KNOW ALL PERSONS BY THESE PRESENTS

That C F McDonald Electric, Inc

(hereinafter called the Principal) as Principal, and the MERCHANTS BONDING COMPANY (Mutual) a corporation of the State of Iowa, with its Home Office in the City of Des Moines, Iowa, (hereinafter called Surety), as Surety, are held and firmly bound to Galveston County

(hereinafter called the Obligee) in the full and just sum of ( 5% GAB )

Five Percent Greatest Amount Bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Signed and dated this _____ day of _____ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for BID #B111057, CDBG Round 1 High Island Middle School & Crenshaw Elementary School Generator Switches

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the MERCHANTS BONDING COMPANY (Mutual) and Surety, or with other Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed

Witness

C F McDonald Electric, Inc
Principal

By
Wayne Berkenmeier
Vice President Special Projects

Attest

MERCHANTS BONDING COMPANY (Mutual)

By
SuEllen Landriault, Attorney-in-Fact

CON 0333 (5/09)

MERCHANTS BONDING COMPANY

NATIONS BONDING COMPANY

# POWER OF ATTORNEY

Bond No

KNOW ALL PERSONS BY THESE PRESENTS That MERCHANTS BONDING COMPANY (MUTUAL) is a corporation duly organized under the laws of the State of Iowa, and that NATIONS BONDING COMPANY is a corporation duly organized under the laws of the State of Texas (herein collectively called the "Companies") and that the Companies do hereby make constitute and appoint

C Michael Schneider, Debbie D Preston, D Conrad Hart, Julie A Hart,
SuEllen Landriault, Ashley Western, Emily N Tran, Betty Copaus

of Houston and State of Texas their true and lawful Attorney-in-Fact, with full power *and authority hereby conferred in their name*, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

**TEN MILLION ($10,000,000.00) DOLLARS**

and to bind the Companies thereby *as fully and to the same extent as if such bond or undertaking* was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This Power-of-Attorney is made and executed pursuant to and by authority of the following bylaws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on November 16, 2002 and adopted by the Board of Directors of Nations Bonding Company on April 19, 2003

> "The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof

> The signature of any authorized officer and *the Seal of the Company may be affixed by facsimile to any Power of Attorney or* Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed "

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of April , 2011

NATIONS BONDING COMPANY INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
NATIONS BONDING COMPANY

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF POLK ss

On this 7th day of April , 2011 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY, and that the seals affixed to the foregoing instrument are the corporate seals of the Companies, and that *the said instrument was signed and sealed in* behalf of the Companies by authority of their respective Boards of Directors

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written

CINDY SMYTH
Commission Number 173504
My Commission Expires
March 16, 2012

Cindy Smyth
*Notary Public, Polk County Iowa*

STATE OF IOWA
COUNTY OF POLK ss

I, William Warner, Jr Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY, do hereby certify *that the above and foregoing is a true and correct* copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21 day of September , 2011

NATIONS BONDING COMPANY INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
*Secretary*

NBC 0103 (1/09)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854

MERCHANTS
BONDING COMPANY

AUSTIN OFFICE
P O BOX 26720
AUSTIN, TEXAS 78755-0720
(512) 343-9033
FAX (512) 343-8363

**Please send all notices of claim on this bond to:**

Merchants Bonding Company (Mutual)
(512) 343-9033

8303 N MoPac, Suite B-400
Austin, TX 78759

P.O. Box 26720
Austin, TX 78755-0720

# VI

# CONTRACT AWARD

## CONTRACT AWARD

**CONTRACT FOR:**
**HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL**
**GENERATOR RECEPTACLES & TRANSFER SWITCHES**
**GALVESTON COUNTY, TEXAS**

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID

Contract No _____

Bid No B111057

Contractor C F McDonald Electric, Inc

The Specifications and Drawings are enumerated as follows

Standard Specifications

DIVISION 1 - GENERAL REQUIREMENTS

| | |
|---|---|
| Submittals | 01300 - 1-5 |
| Cleaning | 01710 - 1-2 |
| Project Record Documents | 01720 - 1-2 |
| Operation and Maintenance (O&M) Data | 01730 - 1-5 |

DIVISION 16 – ELECTRICAL

| | |
|---|---|
| Electrical Work | 16012 - 1-4 |
| Raceways | 16110 - 1-8 |
| Conduit, Fittings and Bodies | 16111 - 1-6 |
| 600-Volt Building Wire and Cable | 16120 - 1-4 |
| Cabinets, Boxes and Fittings | 16135 - 1-5 |
| Wiring Devices | 16140 - 1-3 |
| Electrical Identification | 16195 - 1-6 |
| Cable Splice Termination Cabinet | 16429 - 1-4 |
| Switchboards Generator Ready | 16441 - 1-3 |
| Grounding | 16452 - 1-6 |

Special Provisions

Special Items

DRAWINGS

High Island Middle School and Crenshaw Elementary School
Generator Receptacles & Transfer Switches Sheets 1 - 9

ADDENDA Nos 1, 2, 3, 4, 5, 6 and 7

**Contract Award** (continued)

Sections I (Invitation to Bid), II (General Provisions), III (Vendor Qualification Packet), IV-A (Instruction To Bidders), IV-B (TXCDBG -Instructions to Bidders For Construction), V (Bid Proposal), VI (Contract Award), VII (TXCDBG -Terms and Conditions), VIII (Texas Workers' Compensation), IX (Special Terms and Conditions), [including Addenda], X (General Terms and Conditions), XI (TXCDBG -General Contract Conditions For Construction), XII (Federal Labor Standard Provisions), XIII (TXCDBG -Contractor's Local Opportunity Plan and Proposed Contractor's Breakdown), XIV (TXCDBG -Attorney's Review Certification), XV (TXCDBG -Certification of Section 3), XVI Copeland Act and Certification Regarding Lobbying), XVII (TXCDBG -Statement of Bidder's Qualifications, Contractor Certification and Section 504 Certification), XVIII (TXCDBG P-Noncollusion Affidavit Of Prime Bidder), XIX (Project Sign), and XX (Technical Specifications) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents

Time of Completion· The Contractor shall complete the work within 75 Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the Contract

The Contract Sum The County shall pay the Contractor for performance of the Contract, the sum of One Hundred Seven Thousand, Three Hundred Thirty Eight and No/100 ($107,338 00) payments to be made as described herein

Performance Bond required (x) yes ( ) no
Payment Bond required (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on January 24, 2012 2011

EXECUTED this 3rd day of April, 2012

COUNTY OF GALVESTON, TEXAS

BY _____
Mark Henry, County Judge

ATTEST _____
Dwight Sullivan, County Clerk

CONTRACTOR
C F McDonald Electric, Inc

BY _____
Signature – Title

Wayne Berkenmeier
Printed Name
Vice President Special Projects

# Merchants Bonding Company

P O BOX 26720 •AUSTIN, TX 78755-0720
(800) 252-9656 •FAX (512) 343-8363


## PERFORMANCE BOND

## STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED

(McGregor Act-Public Works)

(Penalty of this bond must be 100% of Contract amount)

Bond No TXC97420

KNOW ALL PERSONS BY THESE PRESENTS

That, C F McDonald Electric, Inc (hereinafter called the Principal), as Principal, and MERCHANTS BONDING COMPANY (Mutual), a corporation organized and existing under the laws of the State of Iowa, with its principal office in the City of Des Moines, (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County (hereinafter called the Obligee) in the amount of One Hundred Seven Thousand Three Hundred Thirty Eight Dollars & 00/100 Dollars ( 107,388 00 ), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, _____, for Bid #B111057, CDBG Round 1 High Island Middle School and Crenshaw Elementary School Generator Switches which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

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

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

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 26th day of January, 2012

Witness (if Individual or Firm) or Attest (if Corporation)

C F McDonald Electric, Inc

(Seal)

By _____

Wayne Berkenmeir, Vice President of Special Projects

Countersigned, if required

MERCHANTS BONDING COMPANY (Mutual)

(Seal)

By SuEllen Landriault

SuEllen Landriault, Attorney-in-Fact

**SEND NOTICE OF CLAIMS TO**
Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, IA 50321-1158
(515) 243-8171 or (800) 678-8171

CON 0324 TX (12/02)

MERCHANTS
BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING INC both being corporations duly organized under the laws of the State of Iowa (herein collectively called the 'Companies"), and that the Companies do hereby make, constitute and appoint, individually,

**Ashley Western, Betty Copaus, C Michael Schneider, D Conrad Hart, Debbie D Preston, Emily N Tran, Julie A Hart, SuEllen Landriault**

of Houston and State of TX their true and lawful Attorney-in-Fact with full power and authority hereby conferred in their name, place and stead, to sign execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

**TEN MILLION ($10,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc , on October 24 2011

> "The President Secretary, Treasurer or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof
>
> The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond undertaking recognizance or other suretyship obligations of the Company and such signature and seal when so used shall have the same force and effect as though manually fixed "

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January 2012

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC**

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF POLK ss

On this 1st day of January , 2012 before me appeared Larry Taylor to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING INC , and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines Iowa the day and year first above written

**MARANDA GREENWALT**
**Commission Number 770312**
**My Commission Expires**
**October 28, 2014**

Maranda Greenwalt
*Notary Public Polk County Iowa*

STATE OF IOWA
COUNTY OF POLK ss

I, William Warner, Jr Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

In Witness Whereof I have hereunto set my hand and affixed the seal of the Companies on this 26th day of January 2012

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
*Secretary*

POA 0014 (11/11)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854

MERCHANTS
BONDING COMPANY

AUSTIN OFFICE
P O BOX 26720
AUSTIN, TEXAS 78755-0720
(512) 343 9033
FAX (512) 343-8363

**Please send all notices of claim on this bond to:**

Merchants Bonding Company (Mutual)
(512) 343-9033

8303 N MoPac, Suite B-400
Austin, TX 78759

P.O. Box 26720
Austin, TX 78755-0720

# IMPORTANT NOTICE

To obtain information or make a complaint

You may contact your insurance agent at the telephone number provided by your insurance agent

You may call Merchants Bonding Company's toll-free telephone number for information or to make a complaint at

**1-800-678-8171**

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

**1-800-252-3439**

You may write the Texas Department of Insurance at:
P O Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

**PREMIUM AND CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document

# Merchants Bonding Company

P O BOX 26720 •AUSTIN, TX 78755-0720
(800) 252-9656 •FAX (512) 343-8363

## PAYMENT BOND

### STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED

(McGregor Act-Public Works)

(Penalty of this bond must be 100% of Contract amount)

Bond No TXC97420

KNOW ALL PERSONS BY THESE PRESENTS

That, C F McDonald Electric, Inc

(hereinafter called the Principal), as Principal, and MERCHANTS BONDING COMPANY (Mutual), a corporation organized and existing under the laws of the State of Iowa, with its principal office in the City of Des Moines, (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee) in the amount of One Hundred Seven Thousand Three Hundred Thirty Eight Dollars & 00/100 Dollars ( 107,338 00 ),

for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, _____, to Bid #B111057, CDBG Round 1 High Island Middle School and Crenshaw Elementary School Generator Switches

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 26th day of January, 2012

Witness (if Individual or Firm) or Attest (if Corporation)

C F McDonald Electric, Inc

(Seal)

By

Wayne Berkenmeir, Vice President of Special Projects

MERCHANTS BONDING COMPANY (Mutual)

(Seal)

Countersigned, if required

By SuEllen Landriault

SuEllen Landriault, Attorney-in-Fact

**SEND NOTICE OF CLAIMS TO:**
Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, IA 50321-1158
(515) 243-8171 or (800) 678-8171

CON 0322 TX (12/02)

MERCHANTS
BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING INC , both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies") and that the Companies do hereby make, constitute and appoint, individually,

**Ashley Western, Betty Copaus, C Michael Schneider, D Conrad Hart, Debbie D Preston, Emily N Tran, Julie A Hart, SuEllen Landriault**

of Houston and State of TX their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead to sign execute acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

**TEN MILLION ($10,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact pursuant to the authority herein given are hereby ratified and confirmed

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc , on October 24 2011

"The President, Secretary Treasurer or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto bonds and undertakings recognizances, contracts of indemnity and other writings obligatory in the nature thereof

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond undertaking recognizance or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed "

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January 2012

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC**

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF POLK ss

On this 1st day of January 2012 before me appeared Larry Taylor to me personally known who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC , and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors

In Testimony Whereof I have hereunto set my hand and affixed my Official Seal at the City of Des Moines Iowa, the day and year first above written

**MARANDA GREENWALT**
**Commission Number 770312**
**My Commission Expires**
**October 28, 2014**

Maranda Greenwalt
*Notary Public Polk County Iowa*

STATE OF IOWA
COUNTY OF POLK ss

I William Warner Jr , Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

In Witness Whereof I have hereunto set my hand and affixed the seal of the Companies on this 26th day of January 2012

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
*Secretary*

POA 0014 (11/11)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854

MERCHANTS
BONDING COMPANY

AUSTIN OFFICE
P O BOX 26720
AUSTIN, TEXAS 78755-0720
(512) 343-9033
FAX (512) 343-8363

**Please send all notices of claim on this bond to:**

Merchants Bonding Company (Mutual)
(512) 343-9033

8303 N MoPac, Suite B-400
Austin, TX 78759

P.O. Box 26720
Austin, TX 78755-0720

# IMPORTANT NOTICE

To obtain information or make a complaint

You may contact your insurance agent at the telephone number provided by your insurance agent

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

**1-800-678-8171**

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

**1-800-252-3439**

You may write the Texas Department of Insurance at.
P O Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

**PREMIUM AND CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document

# VII

# TXCDBG
# TERMS AND CONDITIONS

## TERMS AND CONDITIONS

## PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1 Termination of Contract for Cause If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder

*Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained* by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any *payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the* City/County from the Firm is determined

2 Termination for Convenience of the City/County The City/County may terminate this Contract at any time by *giving at least ten (10) days notice in writing to the Firm* If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date *If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall* apply

3 Changes The City/County may, from time to time, request changes in the scope of the services of the Firm *to be performed hereunder Such changes, including any increase or decrease in the amount of the Firm's* compensation, which are mutually agreed upon by and between the City/County and the Firm shall be *incorporated in written amendments to this Contract*

4 Personnel

a The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract Such personnel shall not be employees of or have any contractual relationship with the City/County

b All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services

c None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract

5 Assignability The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval Written notice of any such assignment or transfer shall be furnished promptly to the City/County

6 Reports and Information The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract

7 Records and Audits The Firm shall insure that the City/County maintains fiscal records and supporting

documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570 490 of the Regulations, and this Contract Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations

8 Findings Confidential All of the reports, information, data, etc , prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County

9 Copyright No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm

10 Compliance with Local Laws The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract

11 Equal Employment Opportunity During the performance of this Contract, the Firm agrees as follows

a The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin Such action shall include, but not be limited to, the following Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause

b The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original

c The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

d The Firm will include the provisions a through c in every subcontract or purchase order unless exempted

12 Civil Rights Act of 1964 Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance

13 Section 109 of the Housing and Community Development Act of 1974

a No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title

14 "Section 3" Compliance in the Provision of Training Employment and Business Opportunities

a The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U S C 1701u Section 3 requires that to the greatest extent feasible opportunities for training and

employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project

b The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C F R 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements

c The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training

d The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C F R Part 135 The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C F R Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

e Compliance with the provisions of Section 3, the regulations set forth in 24 C F R Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C F R Part 135

15 <u>Section 503 Handicapped (If $2,500 or Over) Affirmative Action for Handicapped Workers</u>

a The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following Employment, upgrading, demotion or transfer, recruitment,advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship

b The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

c In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

d The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees

e The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

— Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals

f The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance

16 Interest of Members of a City/County No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance

17 Interest of Other Local Public Officials No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance

18 Interest of Firm and Employees The Firm covenants that he/she presently has no interest and shall not acquire interest, director indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed

# VIII

# TEXAS WORKERS' COMPENSATION

**in accordance with**
**28 TAC 110.110**
**DIVISION OF TEXAS WORKERS' COMPENSATION**
**TEXAS DEPARTMENT OF INSURANCE**

# 28 TAC 110.110
# DIVISION OF TEXAS WORKERS' COMPENSATION
# TEXAS DEPARTMENT OF INSURANCE

A Definitions

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance "TDI"), or a coverage agreement showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity

Persons providing services on the project ("subcontractor" in Section 406 096 of the Texas Labor Code) - includes all person or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, §401 011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract

D If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner, showing that the coverage has been extended.

E The Contractor shall obtain from each person providing services on the project, and provide to the Owner

(1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project, and

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project

F The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter

G The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project

H The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TDI, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage

The sign shall include as a minimum the following:

Post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

"REQUIRED WORKERS' COMPENSATION COVERAGE"

I The Contractor shall contractually require each person with whom it contracts to provide services on a project to

(1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401 011(44) for all its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project,

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project,

(4) Obtain from each other person with whom it contracts, and provide to the Contractor

(A) a certificate of coverage, prior to the other person beginning work on the project, and

(B) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project,

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter,

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project, and

(7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate of coverage to be provided to the person for whom they are providing services

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's requirements and regulations Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions

K The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner

# IX

# SPECIAL TERMS AND CONDITIONS

## SPECIAL TERMS AND CONDITIONS

**CONTRACT FOR:**
**HIGH ISLAND MIDDLE SCHOOL AND CRENSHAW ELEMENTARY SCHOOL**
**GENERATOR RECEPTACLES & TRANSFER SWITCHES**
**GALVESTON COUNTY, TEXAS**

In the event of a conflict between any provision of these Special Terms and Conditions and any other section or provision of this bid package or a contract awarded under this bid, the Special Terms and Provisions control If you need additional information, contact the Project Administrator

**SCOPE:**

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to

Install Generator Receptacles and Transfer Switches at both High Island Middle School and Crenshaw Elementary School

The work to be performed will be administered by the County's Program Administrator, who, for purposes of this Contract is

Name G Michael Fitzgerald, P E , County Engineer
Address 123 Rosenberg, Suite 4157, Galveston, Texas 77550
Telephone No (409) 770-5549

## GENERAL

The Contractor will be required to make submittals on all materials for pre-delivery approval

All advance warning signs to be set two weeks prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County

For this project the contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction These barricades and warning signs shall be constructed and placed in accordance with the barricades and construction standards, latest Texas MUTCD, and typical construction layouts, or as directed by the Engineer.

The Contractor shall be responsible for controlling excess dust and loose rocks produced by the work The Contractor shall use methods which are reasonable and practical to control these problems

## MATERIAL STORAGE

Mixing of materials, storing of materials, storing of equipment, or repairing of equipment on top of pavement or bridge decks will not be permitted unless specifically authorized by the ENGINEER Permission will be granted to store materials on subject surfaces if no damage or discoloration will result

## MATERIAL HAULING

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items Haul routes for full and empty loads shall be restricted to State Highways Hauling of equipment is also restricted to State Highways

## VERTICAL AND HORIZONTAL CONTROL

Vertical and horizontal control points will be provided by Galveston County All construction surveying and staking will be done by the contractor

## MATERIALS TESTING

Galveston County will pay for and conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products Contractor is responsible for assuring all materials and

finished products Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications Test results from the County's testing will be made available to Contractor

## SUSPENSION OF WORK

In case of suspension of work for any cause, the contractor shall be responsible for the preservation of all materials He shall provide suitable drainage of the roadway and shall erect temporary structures where required The contractor shall maintain the roadway in good and passable condition until final acceptance

## ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc , shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use

## WORKING HOURS

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7 00 P M and 6 00 A M of the following day

## LIQUIDATED DAMAGES

Liquidated damages in the amount of Five Hundred dollars ($ 500 00 ) per day will be assessed for each day beyond the time of completion that the work is not substantially complete

## TIME OF COMPLETION

Time of Completion of this project is 75 calendar days from the date of the Notice to Proceed

## PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

An effort to determine all pipelines and utilities which may impact the project has been made All known pipelines and utilities have been approximately located and shown on the plans The Contractor shall notify all utility and pipeline owners before beginning the work Additional unknown utilities and pipelines may be found Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary However, additional time will be considered for the contract period

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner

## BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project

## EXPERIENCE

All bidders must have done a like project within the last two years

## EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site No separate payment shall be made for same

## LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary

to the various bid items and will not be paid for directly

## FIELD OFFICE

For this project the Contractor will/will not have to provide a field office

## INCIDENTALS

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

## FLAGMEN

During certain phases of construction flagmen will be required to direct and control traffic This work will not be paid for directly, but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling"

## SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract follow.

General Decision Number TX100123 04/01/2011 TX123

Superseded General Decision Number TX20080123

State Texas

Construction Type Heavy

County Galveston County in Texas

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control)

| Modification Number | Publication Date |
|---|---|
| 0 | 03/12/2010 |
| 1 | 08/13/2010 |
| 2 | 01/07/2011 |
| 3 | 04/01/2011 |

* SFTX0669-001 04/01/2011

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER (Fire Sprinklers) .. .... | $ 25 40 | 16.00 |

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SUTX2005-021 08/05/2005

HEAVY Including Water and Sewer Lines (Excluding Flood Control)

| | Rates | Fringes |
|---|---|---|
| Carpenter.. . . . | $ 14 38 | |
| Cement mason/concrete finisher .. .. . . | $ 11.37 | 1.13 |
| Electrician. .. .. ..... | $ 18 40 | 1.34 |
| FORM BUILDER/FORM SETTER ... . | $ 13 35 | 1.17 |
| IRONWORKER, REINFORCING. . | $ 11 29 | |
| Laborers. | | |
| Common . . .. | $ 10 70 | |
| Landscape .. . . | $ 7 35 | |
| Mason Tender Cement . | $ 9 96 | |
| Pipelayer . .. . .. | $ 10 07 | |
| PIPEFITTER . . | $ 17 00 | 0.04 |
| Power equipment operators | | |
| Excavator . .. .. | $ 16 74 | |
| Backhoe . . . . | $ 13 25 | |
| Bulldozer .. . . .. | $ 14 00 | |
| Crane . .. . | $ 14 91 | 0.58 |
| Front End Loader .. .. | $ 11.75 | 0.92 |
| Grader . . . .. | $ 12 20 | 1 48 |
| Tractor . . . | $ 12 38 | 1 51 |

TRUCK DRIVER. .. . $ 12 28 0 98

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5 5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates Other designations indicate unions whose rates have been determined to be prevailing

---

WAGE DETERMINATION APPEALS PROCESS

1 ) Has there been an initial decision in the matter? This can be

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program If the response from this initial contact is not satisfactory, then the process described in 2.) and 3 ) should be followed

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations Write to

Branch of Construction Wage Determinations

Wage and Hour Division
U S Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

2 ) If the answer to the question in 1 ) is yes, then an interested party
(those affected by the action) can request review and reconsideration from
the Wage and Hour Administrator (See 29 CFR Part 1 8 and 29 CFR Part 7)
Write to

Wage and Hour Administrator
U S. Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

The request should be accompanied by a full statement of the interested
party's position and by any information (wage payment data, project
description, area practice material, etc ) that the requestor considers
relevant to the issue.

3 ) If the decision of the Administrator is not favorable, an interested
party may appeal directly to the Administrative Review Board (formerly the
Wage Appeals Board) Write to:

Administrative Review Board
U S Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final

END OF GENERAL DECISION

U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

## CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

| TO (appropriate recipient) | DATE 10/11/11 |
|---|---|
| | PROJECT NUMBER (if any) B111057 |
| C/O | PROJECT NAME High Island and Crenshaw Generator Switches |

1 The undersigned, having executed a contract with Galveston County for the construction of the above-identified project, acknowledges that

(a) The Labor Standards provisions are included in the aforesaid contract,

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility

2 He certifies that

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5 6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions

3 He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors

4 He certifies that

(a) The legal name and the business address of the undersigned are
C. F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

(b) The undersigned is

| (1) A SINGLE PROPRIETORSHIP | (3) A CORPORATION ORGANIZED IN THE STATE OF Texas |
|---|---|
| (2) A PARTNERSHIP | (4) OTHER ORGANIZATION (Describe) |

(c) The name, title and address of the owner, partners or officers of the undersigned are

| NAME | TITLE | ADDRESS |
|---|---|---|
| Larry Stephenson | President | same as 4a |
| Harry Keller | Vice President | same as 4a |
| Wayne Berkenmeier | Vice President Special Projects | same as 4a |
| Mary Maxcey | Secretary/Treasurer | same as 4a |
| Diana Dollar | Asst Secretary | same as 4a |

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are

| NAME | ADDRESS | NATURE OF INTEREST |
|---|---|---|
| None | | |
| | | |
| | | |
| | | |
| | | |

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are

| NAME | ADDRESS | TRADE CLASSIFICATION |
|---|---|---|
| None | | |
| | | |
| | | |
| | | |
| | | |

C. F. McDonald Electric, Inc.
(Contractor)

Date 10/11/11

By

Wayne Berkenmeier, Vice President
Special Projects

# CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

*AIA Document G706*

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

PROJECT.
(name, address)

State of
County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

EXCEPTIONS (If none, write "None" If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception )

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose
Indicate attachment (yes ) (no )

The following supporting documents should be attached hereto if required by the Owner

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

3 Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A)

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

*AIA DOCUMENT G706A*

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

PROJECT
(name, address)

State of
County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above

EXCEPTIONS (If none, write 'None' If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires



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# CONSENT OF SURETY COMPANY TO FINAL PAYMENT

*AIA DOCUMENT G707*

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

CONTRACTOR

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 19

Surety Company

Signature of Authorized Representative

Attest
(Seal)

Title

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition


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# CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

*AIA DOCUMENT G707 A*

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, th
(here insert name and address of Surety as it appears in the bond)

, SURET

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOF

hereby approves the reduction in or partial release of retainage to the Contractor as follows·

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Sure
of any of its obligations to (here insert name and address of Owner)

, OWNE

as set forth in the said Surety's bond

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 19

Surety

Signature of Authorized Representative

Attest
(Seal)

Title



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# X

# GENERAL TERMS AND CONDITIONS

## GENERAL TERMS AND CONDITIONS

### 1 COUNTY AS OWNER

The word "County" in this contract refers to the County of Galveston

### 2 CONTRACTOR

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract

### 3 PROGRAM ADMINISTRATOR

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract

### 4 STATUS OF CONTRACTOR

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress

### 5 ASSIGNMENT AND SUBLETTING

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract

### 6 EQUAL OPPORTUNITY

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination

### 7 CONTRACT

This contract consists of the following documents, Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work Collectively these documents may also be referred to as the Plans and Specifications

8 **DISCREPANCIES AND OMISSIONS**

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work Such definition shall be final and binding on Contractor

9 **COLLATERAL CONTRACT**

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract

10 **TIME**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed Failure to timely commence operations may be deemed by the County to be a default The Contractor will complete the work at that site within the time period specified If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator

11 **TIME AND ORDER OF COMPLETION**

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment

## 12 EXTENSION OF TIME

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay The amount of the extension will be determined by the Program Administrator

## 13 LOSSES FROM NATURAL CAUSES

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost

## 14 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times

## 15 PERFORMANCE OF WORK

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers

## 16 STORAGE AND CLEANUP

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work

## 17 WORKING HOURS

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract

## 18 WORKSITE SECURITY

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following

a) its employees,
b) employees of subcontractors,
c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator, and
d) agents and/or employees of the County

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties

## 19 ALCOHOL/DRUG FREE WORKPLACE

The County is committed to maintaining an alcohol and drug free workplace Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited Violation of this requirement shall constitute grounds for immediate termination of the contract

## 20 LABOR

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part

21 **WAGE RATES**

This Contract is a Public Works Contract governed by V T C A, Government Code, Chapter 2258 That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U S C Section 276a et seq) are used in this contract and are incorporated and made a part hereof

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area

Contractor acknowledges that

A) Pursuant to V T C A, Government Code §2258.022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of $60 00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract, and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker The record shall be open at all reasonable hours to inspection by the officers and agents of the County

Contractor represents it has read this law and the penalties provided prior to entering into this agreement

22 **UTILITIES**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor

23 **PARKING**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County

24 **FIRE AND SAFETY**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site

25 **CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator

26 **INSURANCE**

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage

1) Workmen's Compensation
   a State Statutory
   b Applicable - Statutory

2) Comprehensive General Liability (including Premises – Operations, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage)
   a Bodily Injury –
      $100,000.00 each person, each occurrence
      $300,000 00 Aggregate, each occurrence
   b Property Damage including loss of use –
      $100,000 00 Each occurrence
   c. Products and Completed Operations to be maintained for 1 year after Final Payment
   d Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a Bodily Injury

$100,000 00 Each Person
$300,000 00 Each occurrence

b Property Damage
$100,000 00 Each occurence

4) Personal injury, with Employment Exclusion deleted
$100,000 00 Each occurence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles)
   a Bodily Injury
   $100,000 00 Each Person
   $300,000.00 Each occurrence
   b Property Damage
   $100,000 00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation

The above requirements do not establish limits of Contractor's liability

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage

Such insurance is to be provided at the sole cost of Contractor

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents.

The County shall be named as "additional insured" on such policies as are specified above

The County reserves the right to require additional insurance should it be deemed necessary

27 **SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced

28 **DAILY CLEANUP**

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations Materials which are stored on-site shall be stored in an orderly manner Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed Truck hauling materials must be covered to keep materials from littering streets

29 **FINAL GRADING**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed Contractor may not leave voids in the grading and compaction of the property The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface

30 **RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County

31 **INSPECTION**

County reserves the right to inspect the work done by Contractor at any time

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work The inspector(s) may make any order requiring remedy of deficient performance at any time Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed

## 32 DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract

## 33 SUBSTANTIAL COMPLETION

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken, however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor

## 34 FINAL COMPLETION AND ACCEPTANCE

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair No final payment will be made until all deficiencies have been remedied

35 **PARAGRAPH 35 HAS BEEN DELETED**

36 **PROGRESS PAYMENTS AND RETAINAGE**

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed Applications for payment shall be made monthly by Contractor

The County shall then pay the Contractor on or before 45 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contact equals Ninety Five Percent (95%) of the total contract amount

37 **ESTIMATED QUANTITIES**

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified It is further understood that the County does not guarantee any minimum amount of work under this Contract

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals

38 **CHANGES AND ALTERATIONS**

Contractor further agrees that Program Administrator may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either

before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract, otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK" In case Program Administrator shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned

39 **EXTRA WORK**

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods

Method (a) - By agreed unit prices, or
Method (b) - By agreed lump sum or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits

and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Program Administrator or by him agreed The Program Administrator may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost"

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation

40 **FINAL PAYMENT**

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract, and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work

41 **HINDRANCES AND DELAYS**

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract In case said work

shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor

42 **TIME OF FILING CLAIMS**

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing

43 **LIQUIDATED DAMAGES FOR DELAY**

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay

44 **ABANDONMENT BY CONTRACTOR**

Should Contractor fail to start or resume work within ten (10) days after written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate

45 **TERMINATION**

County may terminate this Contract

i immediately by giving written notice, if Contractor breaches its obligation under the Contract, or
ii with or without cause, after giving 30 days written notice of termination to Contractor

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed. The amount of such payment will be determined by the Program Administrator

46. **SALVAGE**

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the Program Administrator All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations

47 **COMPLIANCE WITH CODES**

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work

48 **INDEMNITY**

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and it officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract

49 **PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES**

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

50 **PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT**

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or

process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County

51. **LAWS AND ORDINANCES**

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees

52 **WARRANTY**

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications

53 **PERMITS AND LICENSES**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract

54 **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows
to County at

Hon Mark Henry, County Judge
Galveston County Courthouse, 2nd floor
Galveston, TX 77550
Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal

55 **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of

God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence

56 **APPLICABLE LAWS**

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting

57 **ENTIRETY OF AGREEMENT AND MODIFICATION**

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

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

58 **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable

59 **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall be exclusively in Galveston County

60 **LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control Any additional stakes required by the Contractor shall be set at his expense Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed All control stakes, marks, etc shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc shall be replaced by the Engineer at the Contractor's expense

# XI

# TXCDBG
# GENERAL CONTRACT CONDITIONS
# FOR CONSTRUCTION

# GENERAL CONTRACT CONDITIONS FOR CONSTRUCTION

1 Contract and Contract Documents

(a) The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations

(b) The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth

2 Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined

(a) The term "Contract" means the Contract executed between the Galveston County, hereinafter called the Owner and (Name of Construction Co ), hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part

(b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract

(c) The term "Engineer" means LJA Engineering, Inc , Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract

(d) The term "Contract Documents" means and shall include the following Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings)

3 Supervision By Contractor

(a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work

(b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so

4 Subcontracts

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts

(b) No proposed subcontractor shall be disapproved by the city/county except for cause

(c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract

(e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner

5 Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract

6 Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices Copies of all invoices shall be available for inspection of the Engineer

2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details

(b) Final Payment

1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments

2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract

3) Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract

7 Changes in the Work

(a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise Additionally, all such change orders must be approved by the CDBG staff prior to execution of same

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change No claim for an adjustment of the Contract Price will be valid unless so ordered

(c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract, provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%)

(d) Each change order shall include in its final form

1) A detailed description of the change in the work

2) The Contractor's proposal (if any) or a confirmed copy thereof

3) A definite statement as to the resulting change in the contract price and/or time

4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract

8 Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections No such claim will be considered unless so made

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner

(d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed

9 Termination, Delays, and Liquidated Damages

(a) Right of the Owner to Terminate Contract

(b) In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor The Surety shall have the right to take over and perform the contract Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore

(c) Liquidated Damages for Delays

(d) If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 00 for each calendar day of delay, until the work is completed The Contractor and his sureties shall be liable to the Owner for the amount thereof

(e) Excusable Delays

1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to

2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency,

3) Any acts of the Owner,

4) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions

5) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay

10 Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner, provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment

11 Disputes

(a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of

its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner

(b) The Contractor shall submit in detail his claim and his proof thereof

(c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest

12 Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense

13 Shop Drawings

(a) All required shop drawings, machinery details, layout drawings, etc shall be submitted to the Engineer in 6 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect

(b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved

(c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the engineer may approve the drawing The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing

14 Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section

15 Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality

(b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein

(e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate

16 Samples, Certificates and Tests

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc , as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements

(c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable

(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer,

2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements,

3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient,

4) The Owner will pay all other expenses

17 Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner

(c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies

(d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition

18 Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance

(b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance

(c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act He shall likewise act if instructed to do so by the Owner

(d) D The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc , and he shall at his own expense completely repair any damage thereto caused by his operations

(e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises

19 Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract The Contractor shall promptly furnish the Owner with reports concerning these matters

(d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation All OSHA Standards for trench safety must be adhered to by the Contractor

(f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor

20 Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains All such facilities and services shall be furnished in strict accordance with existing and governing health regulations

21 Use of Premises

(a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment

(b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades

22 Removal of Debris, Cleaning, Etc

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition

23 Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs The Owner shall have the right to reject defective material and workmanship or require its correction Unacceptable workmanship shall be satisfactorily corrected Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications

(c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner

(d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract

24 Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents

25 Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable

26 Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided

27 Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner

(a) Compensation Insurance The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts (See Section X General Terms and Conditions No 26 Insurance)

(c) Proof of Insurance The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies Such certificates shall also contain substantially the following statement "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner "

28 Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials

29 Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work

30 Compliance with Air and Water Acts

(a) In compliance with the Clean Air Act, as amended, 41 U S C Sec 7401 et seq , and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that

1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15 20

2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended

3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications

(b) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner

31 Equal Employment Opportunity

(a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, or national origin The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender, or national origin Such action shall include, but not be limited to the following employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin

(c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

(d) The Contractor shall take affirmative actions to ensure equal employment opportunity The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions

(e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations

(f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority

(g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin

(h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts

(i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents

32 Affirmative Action for Workers with Disabilities

The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship

33 Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title

34 The Provision of Local Training, Employment, and Business Opportunities

(a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project

(b) The Contractor will include this clause in every subcontract for work in connection with the project

35 Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise

36 Job Offices

(a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work These shall be located so as to cause no interference to any work to be performed on the site The Owner shall be consulted with regard to locations

(b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract

37 Partial Use of Site Improvements

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections

(c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract

38 Contract Documents and Drawings

The Local Public Agency will furnish the Contractor without charge ___6___copies of the Contract Documents, including Technical Specifications and Drawings Additional copies requested by the Contractor will be furnished at cost

39 Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within _____75_____ calendar days thereafter

40 Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of _____Five Hundred_____Dollars ($500 00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion

# XII

# FEDERAL LABOR STANDARD PROVISIONS

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5 5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5 5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5 5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers

**(ii)(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage rate and fringe benefits therefore only when the following criteria have been met

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination, and

**(2)** The classification is utilized in the area by the construction industry, and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U S Department of Labor, Washington, D C 20210 The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB control number 1215-0140)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB Control Number 1215-0140)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of an laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program (Approved by the Office of Management and Budget under OMB Control Number 1215-0140)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract, in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts

**3. (i) Payrolls and basic records** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017)

**(ii)(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5 5(a)(3)(i) This information may be submitted in any form desired Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U. S Government Printing Office, Washington, D C 20402 The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5 5(a)(3)(i) and that such information is correct and complete,

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3,

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A 3 (ii)(b) of this section

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code

**(iii)** The contractor or subcontractor shall make the records required under paragraph A 3 (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5 12

**(4) Apprentices and Trainees.**

**(i) Apprentices** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U S Department of Labor, Employment and Training Administration Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved

**(ii) Trainees.** Except as provided in 29 CFR 5 16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U S Department of Labor, Employment and Training Administration the ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5 5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5 5

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5 5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5 12

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the David-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U S Department of Labor, or the employees or their representatives

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U S. Criminal Code, 18 U S C 1001 Additionally, U S Criminal Code, Section 1010, Title 18, U S C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement, knowing the same to be false shall be fined not more than $5,000 or imprisoned not more than two years, or both "

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer

**B. Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph

**C. Health and Safety**

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96)

**(3)** The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

# XIII

# TXCDBG
# CONTRACTOR'S LOCAL OPPORTUNITY PLAN AND PROPOSED CONTRACTOR'S BREAKDOWN

## CONTRACTOR'S LOCAL OPPORTUNITY PLAN

C. F. McDonald Electric, Inc.
(name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of Galveston

A To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan

B To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U S Employment Service

C To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists

D To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals

E To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area

F To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort

G To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities

H To maintain records, including copies of correspondence, memoranda, etc , which document that all of the above affirmative action steps have been taken

I To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan

J To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives

K To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives

As officers and representatives of C. F. McDonald Electric, Inc. (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions

Signature

Wayne Berkenmeier
Vice President Special Projects

Title

10/11/11

Date

## PROPOSED CONTRACTS BREAKDOWN

| Type of Contracts | No of Contracts | Approx. Total Dollar Amount | Estimated No to local Business | Estimated $ Amount Local Business |
|---|---|---|---|---|
| Daily Construction | | | | |
| Materials | Open Order | Goal of $2000 | | Goal of $2000 |
| | | | | |
| | | | | |
| | | | | |

## ESTIMATED PROJECT WORKFORCE BREAKDOWN

| Work Classifications | Total Estimated Positions | No of Positions Currently Filled | No of Positions not Filled | No of Positions to fill with L/M Residents |
|---|---|---|---|---|
| Member of IBEW | Local 716 | | | Unknown |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Totals | | | | |

# XIV

# TXCDBG
# ATTORNEY'S REVIEW CERTIFICATION

## ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, Harvey Bazaman, the duly authorized and acting legal representative of the County of Galveston, do hereby certify as follows

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties, and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof

Attorney's signature Harvey Bazaman Date 3/29/12

Print Attorney's Name Harvey Bazaman

# XV

# TXCDBG
# CERTIFICATION OF SECTION 3

# CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

C. F. McDonald Electric, Inc.
Name of Prime Contractor

High Island Middle School and
Crenshaw Elementary School
Generator Switches B111057
Project Name & Number

The undersigned hereby certifies that

(a) Section 3 provisions are included in the contract

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000)

(c) No segregated facilities will be maintained

Name Wayne Berkenmeier, Vice President Special Projects
Name and Title of Signer (Print or Type)

Signature

10/11/11
Date

## § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause)

A The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U S C 1701u (section 3) The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing

B The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3 As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations

C The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135 The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135

E The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135

F Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

G With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U S C 450e) also applies to the work to be performed under this contract Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)

# XVI

# COPELAND ACT
# AND
# CERTIFICATION REGARDING LOBBYING

# Title 29 — LABOR

## Subtitle A — Office of the Secretary of Labor

## PART 3 — CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec
3 1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3 4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3 5 Payroll deductions permissible without application to or approval of the Secretary of Labor
3 6 Payroll deductions permissible with the approval of the Secretary of Labor
3 7 Applications for the approval of the Secretary of Labor
3 8 Action by the Secretary of Labor upon applications
3 9 Prohibited payroll deductions.
3 10 Methods of payment of wages
3 11 Regulations part of contract.

AUTHORITY The provisions of this Part 3 issued under R.S 161, sec 2, 48 Stat §48, Reorg Plan No. 14 of 1950, 64 Stat 1267, 5 U S C Appendix; 5 U S C 301, 40 U.S.C. 276c

SOURCE The provisions of this Part 3 appear at 29 F.R. 97, Jan 4, 1964, unless otherwise noted.

### Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e g , the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby, sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Section 3.2 Definitions.

As used in the regulations in this part

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State

agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor, a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

{29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov 27, 1973}

**Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations,

tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
{29 F R 95, Jan 4, 1964, as amended at 33 F R. 10186, July 17, 1968}

**Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

**Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents. Provided, however, That the following standards are met· (1) The deduction is not otherwise prohibited by law, (2) it is either. (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee

(e) Any deduction contributing toward the purchase of United States Defense Stamps

and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees

(36 F R 9770, May 28, 1971)

**Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law,

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

**Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor

(b) The application need not identify the contract or contracts under which the work in question is to be performed Permission will be given for deductions on all current and future contracts of the applicant for a period of

1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions
(36 F R 9770, May 28, 1971 )

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

**Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3 6; and shall notify the applicant in writing of his decision.

**Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

**Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part No other methods of payment shall be recognized on work subject to the Copeland Act.

**Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable In this regard, see §5 5(a) of this subtitle.

Certification Regarding Lobbying for
Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Wayne Berkenmeier of C. F. McDonald Electric, Inc. certifies, to the best of its knowledge and belief, that

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement

(2) If any funds other 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 employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.

Signed: _____ Date: 10/11/11

Vice President Special Projects

Title _____

N/A

# 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: | 2. Status of Federal Action: | 3. Report Type. |
|---|---|---|
| ☐ a contract<br>b grant<br>c cooperative agreement<br>d loan<br>e loan guarantee<br>f loan insurance | ☐ a bid/offer/application<br>b. initial award<br>c post-award | ☐ a initial filing<br>b. material change<br>**For Material Change Only**<br>year _____ quarter _____<br>date of last report _____ |

| 4. Name and Address of Reporting Entity. | 5. If Reporting Entity in No 4 is a Subawardee, Enter Name and Address of Prime. |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____, *if known*<br><br>Congressional District, *if known*. | Congressional District, *if known* |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description:<br><br>CFDA Number, *If applicable* _____ |
| 8. Federal Action Number, *if known*: | 9. Award Amount, *if known*:<br>$ |
| 10 a. Name and Address of Lobbying Entity<br>(*If individual, last name, first name, MI*) | b Individuals Performing Services (*including address if different from No 10a*)<br>(*last name, first name, MI*). |

*(attach Continuation Sheet(s) SF-LLLA, if necessary)*

| 11. Amount of Payment (*check all that apply*). | 13. Type of Payment (*check all that apply*). |
|---|---|
| $ _____ ☐ actual ☐ planned | ☐ a retainer<br>☐ b one-time fee<br>☐ c commission<br>☐ d contingent fee<br>☐ e deferred<br>☐ f other, specify _____ |
| 12. Form of Payment (*check all that apply*):<br>☐ a cash<br>☐ b in-kind, specify nature _____<br>value _____ | |

14 Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11.

*(attach Continuation Sheet(s) SF-LLLA, if necessary)*

15 Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16. 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 that $10,000 and not more than $100 000 for each such failure

Signature _____
Print Name _____
Title _____
Telephone No _____ Date _____

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Standard Form LLL (Rev 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U S C section 1352 The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate Complete all items that apply for both the initial filing and material change report Refer to the implementing guidance published by the Office of Management and Budget for additional information

1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action

2 Identify the status of the covered Federal action

3 Identify the appropriate classification of this report If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred Enter the date of the last previously submitted report by this reporting entity for this covered Federal action

4 Enter the full name, address, city, State and zip code of the reporting entity Include Congressional District, if known Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient Identify the tier of the subawardee, e g , the first subawardee of the prime is the 1st tier Subawards include but are not limited to subcontracts, subgrants and contract awards under grants

5 If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient Include Congressional District, if known

6 Enter the name of the Federal agency making the award or loan commitment Include at least one organizational level below agency name, if known For example, Department of Transportation, United States Coast Guard

7 Enter the Federal program name or description for the covered Federal action (item 1) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments

8 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e g , Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e g , "RFP-DE-90-001 "

9 For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5

10 (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a) Enter Last Name, First Name, and Middle Initial (MI)

11 Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10) Indicate whether the payment has been made (actual) or will be made (planned) Check all boxes that apply If this is a material change report, enter the cumulative amount of payment made or planned to be made

12 Check the appropriate box(es) Check all boxes that apply If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment

13 Check the appropriate box(es) Check all boxes that apply If other, specify nature

14 Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered Include all preparatory and related activity, not just time spent in actual contact with Federal officials Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted

15 Check whether or not a SF-LLLA Continuation Sheet(s) is attached

16 The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number The valid OMB control number for this information collection is OMB No 0348-0046 Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# XVII

# TXCDBG

# STATEMENT OF BIDDER'S QUALIFICATIONS

# CONTRACTOR CERTIFICATIONS

# AND

# SECTION 504 CERTIFICATION

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive This statement must be notarized If necessary, questions may be answered on separate attached sheets The Bidder may submit any additional information he desires

Name of Bidder _____ Date Organized _____

Address _____ Date Incorporated _____

Number of Years in contracting business under present name _____

**CONTRACTS ON HAND:**

| Contract | Amount $ | Completion Date |
|---|---|---|
| | | |
| | | |
| | | |

Type of work performed by your company _____

Have you ever failed to complete any work awarded to you? _____
Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include project of similar importance)

| Project | Amount $ | Mo/Yr Completed |
|---|---|---|
| | | |
| | | |
| | | |

Major equipment available for **this** contract _____
_____
_____

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project

Credit available $ _____ Bank reference _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications

Executed this _____ day of _____, 19___

By (signature) _____ Title _____

(print name) _____

# QUALIFICATION STATEMENT

To. County of Galveston LJA Job No. E384-9003 F&G

For Construction of High Island Middle School and Crenshaw Elementary School, Generator Receptacles & Transfer Switches

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 | Please see attached. | | | |
| 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 | Please 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 |
|---|---|---|
| Please see attached. | | Merchants Bonding |
| | | 10011 West Gulfbank |
| | | Houston, TX 77040 |

List of equipment owned by bidder that is in serviceable condition and available for use on this project:

| Equipment | Condition | Year New |
|---|---|---|
| Please see attached. | | |

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 |
|---|---|---|
| No subcontractors on this project. | | |
| | | |
| | | |
| | | |
| | | |
| | | |

If awarded this Contract our on-site project superintendent will be Sam Helweg _____ who has had 35 years experience in supervising this type of work.

If awarded this Contract our Administrative Manager will be Wayne Berkenmeier who has had 21 years experience in management of construction of this type work.

Dated this 11 day of October, 2011.

Company: C. F. McDonald Electric, Inc.

By: _____

Title: Wayne Berkenmeier, Vice President Special Projects

Mailing Address: 5044 Timber Creek Houston, TX 77017

Physical Address: 5044 Timber Creek Houston, TX 77017

Phone No.: 713-921-1368

Fax No.: 713-921-5109

E-MAIL IF AVAILABLE wayneb@mcdonaldinc.com

ATTEST.

_____

Diana Dollar, Asst. Secretary

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
5044 TIMBER CREEK
HOUSTON TX 77017
(713) 921-1368 PH
(713) 928-2569 FAX



September 21, 2011

ToWhom it May Concern

RE References for Generator Installation Projects

Thank you for considering us for award of your generator addition project Please let this letter serve as an introduction to McDonald Electric Company We are an electrical contractor located in Houston, Texas and have been in business for over 50 years We currently have approximately 150 electricians, 12 estimator/project managers, and (2) professional engineers on staff

We have furnished and installed approximately 200 generators ranging in size from 20KW to 2000KW on many different projects over the last few years We acted as the general contractor on all of the projects listed below and we completed 100% of the work The most recent projects (within the last 3 years) include but are not limited to the following Please feel free to call anyone listed below for a reference

**Recently completed or nearly completed similar Projects:**
**Project Generator Size – Owner's rep. - telephone number – contact person**

HC Annex 18 – (1) 2000KW – Jacobs Engineering – 281-776-2546 – Gary Andrews
WCID#114 – (1) 450KW bifuel – AEI Engineering -281-350-7027- Ross Crawford
FWSD#6 – (2) generators – LJA Engineering – 713-450-1300 –Ronnie McKinney
UT Medical – (1) 725KW – Shah Smith – 713-780-7563 – Doug Belisle, P E
San Jacinto College – 300KW – ACR Engineering – 512-440-8333 – R Truncoso
Magnolia ISD – (2) generators – JSE Engineers – 281-945-4545 – George Stanton
HC MUD 189 – (1) 500KW - VanDeWeilie Eng – 7-782-0042 – Eric Windsor
Palmer MUD – (1) 500KW – LJA Engineering - 7-953-5061- Greg Hann
Northwest Park MUD – (1) 185KW - EHR & Assoc – 713-784-4500 – Kirk Williamson
Shasla PUD – (1) 50KW – Brown & Gay – 281-558-8700 – Melissa Fitsgerald
CCISD Technology – (1) 400KW – PBK Engineers – 713-965-0608 – Brian Hood
Butler Lift Station – (1) 150KW – City of League City – 281-554-1320 – Jody Hooks
Fort Bend County– (3) generators – Fort Bend County – 281-682-8361 – George Beran

University of Houston – (1) 800KW – U of H- 281-283-2250 – Pam Groves
Fort Bend MUD 124 – (1) 800KW – Brown & Gay – 281-558-8700 – Lindsey Pierce
WCID #3 (1) 150KW – PBK Architects – 713-9650608 – Jason Hull
MUD 151 (4) generators – Turner Collie & Braden – 713-780-4100 – Bruce Baumel
WH MUD 10 500KW – EHR & Assoc – 713-784-4500 – Jim Russ
TDCJ Byrd Unit (1) 300KW – State of Texas – 936-437-7352 – TJ Wallace
HC MUD 36 – (1) 500KW – AEI Engineering -281-350-7027 – Ross Crawford
Northwest MUD 10 – (4) generators – VanDeWeilie Eng – 7-782-0042 – Eddie Bogard
Harris County UD #6 – (1) 500KW – Turner Collie & Braden – 713-780-4100 B Baumel
Weston MUD – (1) 750KW – Jacobs Engineering – 281-776-2546 – Gary Andrews
HC MUD 36 – (1) 600KW – AEI Engineering -281-350-7027 – Ross Crawford
Fort Bend – (1) 350KW – Fort Bend County – 281-682-8361 – George Beran
Brazoria MUD #1- (2) generators – Jones & Carter – 713-777-5337 – Jonathan White
HC MUD 132 – (5) generators - Brown & Gay – 281-558-8700 – Jim McDaniel
Renn Road MUD· (1) 750KW – VanDeWeilie Eng – 713-782-0042 – Evan Cook
HC MUD 208 (1) 325 KW – Turner Collie & Braden – 713-780-4100 – Bruce Baumel
HC MUD 109 (2) 70KW (1) 45KW - Brown & Gay – 281-558-8700 – Jim McDaniel
HC MUD 365 (1) 150KW – Jones & Carter – 713-777-5337 – Brent Fields
City of Katy 350KW – Clay & Leyendecker - 281-391-0173 – David Leyendecker
HC MUD 153 (2) 70KW (1) 45KW - Brown & Gay – 281-558-8700 – Jim McDaniel
HC MUD122 100KW – Jones & Carter – 713-777-5337 – Jonathan White
City of Houston - Stadium Dr 900KW – 281-961-5347 (cell) – Jeff Adamo
City of Houston – IT project (2) 100KW – 281-961-5347 (cell) – Jeff Adamo
WCID 109 450KW – Jones & Carter – 281-363-4039 – Jonathan Davis
CCISD. (1) 60KW & (1) 40KW – 281-284-0000 – Tom Young
MUD 304 500KW – Dannenbaum Engineering - 713-520-9570 – James Radford
HC MUD 64 500KW – EHR & Assoc – 713-784-4500 – Jim Russ
HC MUD 142 600KW – Jones & Carter – 713-777-5337 – Brody Magen

Thanks for the opportunity to provide this information about our company If you have any questions or need any additional information please give me a call My office number is 713-921-1368 and my cell number is (713) 202-4887 We look forward to hearing from you soon

Sincerely,

Wayne Berkenmeier
Estimator/Project Manager

## JOBS IN PROGRESS

| Job # | Project | Description | Contract $ | End Date | Owner/Rep | Phone # |
|---|---|---|---|---|---|---|
| 27668 | Sonny Carter | Upgrade & rehab electrical distribution system | $1 934 776 00 | 3/11 | Steve Farley | 281 483 0540 |
| 28560 | NASA Bldg 48 | Upgrade electrical systems emergency power | $4,265,708 32 | 7/11 | Melissa McKinley | 281 483 3127 |
| 29215 | NASA Bldg 24 | Upgrade central heating and cooling plant | $816 301 00 | 7/11 | Daren Hampton | 813 784 3178 |
| 29676 | JSC Fire Suppression | Fire suppression upgrades | $2,694,098 09 | 5/11 | Todd Pryer | 813 784 3178 |
| 29913 | NASA Bldg 28 | Upgrade auxiliary chiller plant | $529 715 00 | 11/11 | Daren Hampton | 813 784 3178 |
| 10636 | NASA/Ellington 135 & 276 | Fire fighting foam system | $163,027 71 | 6/11 | Virgil Corstea | 713 259 6786 |
| 10506 | AT&T Parkwest | Generator replacement | $891,859 71 | 7/11 | Monica Mata | 713 567 7916 |
| 10786 | NASA Bldg 12 | Refurbishment of bldg 12 administrative support bldg | $3 024 864 00 | 2/12 | Enrique Gonzalez | 713 993 1318 |
| 10624 | AT&T Parkwest | Replace 4000AMP buss duct | $119,765 00 | 6/11 | Monica Mata | 713 567 7916 |
| 10833 | NASA Various Bldgs | Metering Work | $621,540 00 | 9/11 | Vickie Dautrich | 713 818 1103 |
| 10975 | AT&T Parkwest | UPS Replacement | $531 348 74 | 4/11 | Monica Mata | 713 567 7916 |
| 11020 | AT&T Jefferson | Phase III Generator Replacement | $9,908,669 00 | 2/12 | Brooke Dooley | 713 567 8979 |
| 10622 | NASA Utility Tunnel | Flood Mitigation | $174,863 00 | 1/12 | Jeff Culp | 281 331 7360 |
| 11101 | NASA 421 | Chiller Replacement | $49 508 00 | 5/11 | Bobby Hampshire | 409 284 4469 |
| 10158 | City of Galveston | WWTP Generator replacement | $354,469 00 | 3/11 | Frank Dillard | 713 206 8980 |
| 10484 | LBJ Hospital | Emergency power upgrade at LBJ Hospital | $1,993,765 05 | 9/11 | Gene Johnson | 713 861 3016 |
| 10776 | City of Galveston | 5 Emergency power generators | $997,469 00 | 5/11 | Eric Wilson | 409 766 2150 |
| 10789 | City of League City | Emergency generators at 12 lift stations | $1,073,579 00 | 3/11 | Jason Hull | 713 965 0608 |
| 10792 | HCAD | Generators | $2 791 254 00 | 5/11 | Mike Blanc | 713 977 3430 |
| 10811 | City of Brenham | Emergency generators for City of Brenham | $478,967 50 | 4/11 | Greg Baird | 713 777 5337 |
| 10812 | City of Angleton | Install 3 emergency generators for lift stations 1, 4, 7 | $234,469 00 | 4/11 | Kelly Dibbens | 512 420 0303 |
| 10841 | Kleinwood MUD | Construction generator additions | $202,469 00 | 5/11 | Greg Baird | 713 777 5337 |
| 10803 | City of Texas City | Emergency power to water and wastewater facilities project | $1,150,708 10 | 5/11 | Jose Maldonado | 713 622 9246 |
| 10845 | Sweeny Mud | Generator at plant | $181,850 86 | 4/11 | Kelly Dibbens | 512 420 0303 |
| 11022 | West Harris MUD 11 | Emergency generators at water plant 3 | $206,669 00 | 6/11 | Kathy Bender | 281 983 2341 |
| 11002 | Spring Creek Utility District | Emergency generators at district lift stations | $273 704 00 | 4/11 | Hugh Brightwell | 281 775 4650 |
| 10842 | City of Magnolia | Wastewater treatment plant generator improvements | $224,469 00 | 4/11 | Kelly Hajek | 979 836 7937 |
| 10843 | City if Hillcrest Village | Stand by generators for WWTP and lift station #1 | $106 969 00 | 5/11 | Kelly Hajek | 979 836 7937 |
| 10844 | City if Hillcrest Village | Stand by generators for lift stations 2 & 2 | $86,969 00 | 5/11 | Kelly Hajek | 979 836 7937 |
| 10989 | Harris County MUD 278 | Emergency stand by generator | $157,819 60 | 4/11 | Kirk Williamson | 713 784 4500 |
| 11026 | Sienna Plantation | Installation of the district s natural gas back up generators | $144 275 00 | 4/11 | Chad Hablinski | 713 783 7788 |
| 11030 | Emerald Forest Utility District | Construction of waterplant #2 generator addition | $193 469 00 | 6/11 | Jonathan White | 713 777 5337 |
| 11043 | City if Friendswood | Fire station emergency generators | $120,269 00 | 7/11 | George Cherepes | 281 996 3293 |
| 11044 | City if Friendswood | Surface water plant emergency generators | $358,969 00 | 7/11 | George Cherepes | 281 996 3293 |
| 11038 | HaRRIS 391 | Installation of a 400KW diesel generator for existing WWTP | $245,969 00 | 7/11 | Barbara Horton | 713 461 9600 |
| 11041 | N/W HARRIS 16 | 350KW generator to serve existing WWTP | $230 669 00 | 7/11 | Sean Humble | 281 758 1531 |
| 10492 | Federal Correction Beaumont | HVAC | $644,460 00 | 6/11 | Mike Bustos | 210 689 1251 |
| 11017 | AT&T Westayan Toll | Provide labor and material for 2nd floor remodel | $418,096 00 | 8/11 | Mauricio | 713 567 5720 |
| 10366 | TCH Sugarland | Lease Remodel | $267,000 00 | Done | Leigh Bartish | 713 346 0900 |
| 10813 | Ellington Air Force Base | Construction of munitions maintenance shop | $378 018 00 | 8/11 | Sergio Flores | 713 825 0552 |
| 10794 | Crosby ISD | Facility Renovations | $1,475 939 00 | 8/11 | Prasad Nenna | 713 827 7447 |

## Diane Dollar

**From** SuEllen Landriault <slandriault@cravenswarren com>
**Sent** Wednesday, September 21, 2011 11 00 AM
**To** 'Diane Dollar'
**Cc·** lmixon@cravenswarren com
**Subject:** RE bonds
**Attachments** image003 jpg

Diane
Here is the list of open bonds for C F McDonald

| Bond | Date | Obligee | | Amount |
|---|---|---|---|---|
| TXC 97406 | 9/14/2011 | Harris County MUD No 248 | | $89,469 00 |
| TXC 97405 | 9/2/2011 | City of La Porte | | $592,469 00 |
| TXC 97404 | 8/29/2011 | Harris County MUD No 118 | | $45,485 00 |
| TXC 97403 | 8/25/2011 | City of Houston | | $1,624,469 00 |
| TXC 97402 | 8/23/2011 | Cityof Deer Park | | $1,217,407 00 |
| TXC 97401 | 8/10/2011 | City of La Marque | | $478,055 00 |
| TXC 97400 | 7/28/2011 | City of Galena Park | | $488,469 00 |
| TXC 94920 | 7/28/2011 | Fort Bend County Levee Improvement Dist No 14 | | $110,469 00 |
| TXC 94919 | 7/8/2011 | Brazoria County | | $143,469 00 |
| TXC 94918 | 6/17/2011 | Northwest Harris County MUD # 16 | | $49,890 00 |
| TXC 94917 | 6/7/2011 | City of Baytown | | $1,626,696 00 |
| TXC 94916 | 6/7/2011 | City of Houston | | $218,869 00 |
| TXC 94915 | 6/2/2011 | USA | | $3,486,784 00 |
| TXC 94913 | 5/17/2011 | Brazoria County | | $425,469 00 |
| TXC 94912 | 5/9/2011 | USA | | $2,029,469 00 |
| TXC 94911 | 5/9/2011 | Harris County MUD No 230 | | $219,369 00 |
| TXC 94910 | 5/4/2011 | Burleson County/City of Caldwell | | $232,469 00 |
| TXC 94909 | 4/25/2011 | City of Katy | | $262,469 00 |
| TXC 94908 | 4/25/2011 | Burleson County | | $241,500 00 |
| TXC 94906 | 4/11/2011 | Galena Park ISD | | $699,938 00 |
| TXC 94904 | 4/5/2011 | City of Splendora | | $136,969 00 |
| TXC 88919 | 9/2/2010 | Satterfield & Pontikes Construction Inc | | $2,982,181 00 |
| TXC 88914 | 7/8/2010 | County of Harris | | $1,818,669 00 |
| 61BCSET4629 | 8/6/08 | NASA/Johnson Space Center | Electrical Systems Upgrades | $3,852,909 |
| 61BCSFJ4910 | 9/8/09 | NASA/JOHNSON SPACE CENTER | Fire Suppression System Upgrade @ JSC, Ellingtong Field, Sonny Carter | $2,251,022 |

*Thanks*

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
5044 TIMBER CREEK
HOUSTON TX 77017
(713) 921 1368 PH
(713) 928-2569 FAX

September 21, 2011

To Whom It May Concern

RE Equipment

Please let this letter serve as our list of tools/equipment that we own for possible use on the proposed project We have the following

(50) stocked service trucks
(1) dump truck
(1) bucket truck
(1) backhoe
(1) mini excavator
(2) trenching machines
(50) shovels
(5) water pumps
(5) trailers in various lengths and sizes

Please note that this list above is only a portion of the equipment that we own In addition to everything that we own we have accounts at all of the major equipment rental companies Whatever we do not own we can easily rent

Sincerely,

Wayne Berkenmeier
Estimator/Project Manager

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
5044 TIMBER CREEK
HOUSTON TX 77017
(713) 921 1368 PH
(713) 928-2569 FAX



September 21, 2011

To Whom It May Concern

Ref Resume of key employees on the proposed project

Please let this letter serve as a resume for the proposed project manager & project superintendent The specific persons that will be involved in this project are Wayne Berkenmeier & Sam Helwig The following is a brief summary or our experience

**Wayne Berkenmeier**
**Estimator/Project Manager**
1998 – Present McDonald Electric Company – Estimated and project managed hundreds of projects up to $2 5M

**Outside Salesman – General Electric Supply Company**
1997-1998· Distribute electrical material. (GE switchgear specialists)

**Estimator/Project Manager – Stuard Electric**
1995-1998· Estimated and project managed hundreds of projects up to $1M

**1990-1995: Estimator/Project Manager – Various electrical contractors**

Recent projects include the installation of approximately 100 generators with fuel tanks, work at Universities, Schools, Sports Facilities, Hospitals, Manufacturing Facilities, Car Dealerships, Shopping Malls, TDCJ facilities, Water Plants, and Waste Water Treatment Plants as well as Federal, State, County, and City facilities

**Sam Helwig**
**Field Superintendent**

**1991-Present:** **McDonald Electric Company** – Electrical foreman and quality control person on numerous projects Responsible for up to 40 man crews on projects up to $1 5M.

**1989-1991:** **Purchasing Manager/Quality Control – Texas Steel Conversions** Purchased products and implemented the quality control program for the manufacturing of oilfield pipe

**1980-1989:** **Electrical Journeyman – Fisk Electric**

**1976-1980:** **Apprentice Electrician – McDonald Electric** Completed the IBEW apprentice program while working on various projects

Recent projects include the installation of approximately 100 generators with fuel tanks, work in Universities, Schools, Sports Facilities, Hospitals, Manufacturing Facilities, Car Dealerships, Shopping Malls, TDCJ facilities, Water Plants, and Waste Water Treatment Plants as well as Federal, State, County, and City facilities

Please give me a call if you have any questions or need any additional information regarding our quality control program

Sincerely,

Wayne Berkenmeier
CF McDonald Electric Inc
Estimator/Project Manager

# CONTRACTOR CERTIFICATIONS

U S Department of Housing and Urban Development

**CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS**

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights

NAME AND ADDRESS OF BIDDER (include ZIP Code)
C. F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations

☒ Yes ☐ No

The undersigned hereby certifies that

☒ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000)

☒ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

☒ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000)

☒ The Affirmative Action for Handicapped Workers clause is included in the contract

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

Wayne Berkenmeier, Vice President Special Projects

NAME AND TITLE OF SIGNER (Please type)

10/11/11

SIGNATURE DATE

SECTION 504 CERTIFICATION

## POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The C. F. McDonald Electric, Inc. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities

(Name) _____
Wayne Berkenmeier, Vice President Special Projects

(Address) 5044 Timber Creek

Houston, TX 77017

City State Zip

Telephone Number ( 713 ) 921 - 1368 Voice
( 713 ) 921 - 5109 TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988)

# NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas )

County of Harris )

Wayne Berkenmeier, being first duly sworn, deposes and says that

(1) He is Vice President Special Projects of C. F. McDonald Electric, Inc the Bidder that has submitted the attached Bid,

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid,

(3) Such Bid is genuine and is not a collusive or sham Bid,

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Galveston County (Local Public Agency) or any person interested in the proposed Contract, and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

(Signed) _____
Wayne Berkenmeier
Vice President Special Projects
Title

Subscribed and sworn to me this 11th day of October 2011

By _____
Notary Public

My commission expires 11/10/14

DIANA DOLLAR
Notary Public State of Texas
My Commission Expires
NOVEMBER 10, 2014

# CONTRACTOR CERTIFICATIONS

U S Department of Housing and Urban Development

## CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights

NAME AND ADDRESS OF BIDDER (include ZIP Code)
C. F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations

☒ Yes ☐ No

The undersigned hereby certifies that

☒ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000)

☒ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

☒ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000)

☒ The Affirmative Action for Handicapped Workers clause is included in the contract

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

Wayne Berkenmeier, Vice President Special Projects

NAME AND TITLE OF SIGNER (Please type)

10/11/11

SIGNATURE DATE

SECTION 504 CERTIFICATION

## POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The C. F. McDonald Electric, Inc. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities

(Name) _____
Wayne Berkenmeier, Vice President Special Projects

(Address) 5044 Timber Creek

Houston, TX 77017

City State Zip

Telephone Number (713) 921 - 1368 Voice
(713) 921 - 5109 TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988)

# XVIII

# TXCDBG
# NONCOLLUSION AFFIDAVIT
# OF PRIME BIDDER

# NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas )

County of Harris )

Wayne Berkenmeier, being first duly sworn, deposes and says that

(1) He is Vice President Special Projects of C. F. McDonald Electric, Inc the Bidder that has submitted the attached Bid,

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid,

(3) Such Bid is genuine and is not a collusive or sham Bid,

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Galveston County (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

(Signed) _____
Wayne Berkenmeier
Vice President Special Projects
Title

Subscribed and sworn to me this 11th day of October 2011

By _____
Notary Public

My commission expires 11/10/14

DIANA DOLLAR
Notary Public, State of Texas
My Commission Expires
NOVEMBER 10, 2014

# XIX

# PROJECT SIGN

# PROJECT SIGN REQUIREMENTS

Public buildings, facilities, and centers constructed with Texas General Land Office TxCDBG-DRS assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three (3) feet distance. The Texas General Land Office and United States Department of Housing and Urban Development logos should be included on the sign.

Other construction projects, e.g , water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing Texas General Land Office TxCDBG-DRS funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner

**Project Sign Wording:**

"This project is funded by the General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program "

## PROJECT SIGN GENERAL NOTES:

1 Design Requirements

a Design sign and structure to remain in place and withstand 60 miles-per-hour wind velocity

b. Sign Manufacturer/Maker/Painter. Experienced as a professional sign company

c Finishes, Painting Adequate to withstand weathering, fading and chipping for duration of construction.

d Appearance: Project signs shall present a fresh, new and neat look. All project signs shall be new or refurbished so as to look new.

2 Sign Materials

a Structure and Framing Use new 4-inch by 4-inch wood posts to reach 8-feet above existing grade. Paint structural members white on all sides and edges to resist weathering. Set posts approximately 4-feet apart

b Sign For sign use 4-foot by 8-foot marine plywood, minimum ¾-inch thick Use full size sheets for sign to minimize joints, do not piece wood to fabricate a sign face. Paint sign material white, two (2) coats, on all sides and edges to resist weathering

c Paint and Primers White paint used to prime surfaces and to resist weathering shall be an industrial grade, fast drying, oil-based paint with gloss finish. Paint all signs surfaces with two (2) coats of this weather-protective paint prior to adding any lettering.

d Sign Border. Add 2½-inch wide black border along the four edges of the project sign. For border use 3M Scotchcal Engineer Grade, Pressure Sensitive Sheeting (Black) or approved equal.

e. Sign Lettering· Make lettering and symbols from 3M Scotchcal Pressure Sensitive Films or approved equal, or at Contractor's option, signs may be painted using approved paints Whether film or paint is used, match color to 3M Scotchcal Pressure Sensitive Film, Black.

f Rough Hardware: Galvanized steel or brass for fasteners and other hardware

3. Sign Components

a Sign

(1) The 4-foot by 8-foot component of the sign has fields of information as indicated.

(2). The Engineer will provide the project title to the Contractor for preparation of the sign

b Sign Support Structure

(1). Sign Posts 4-inch by 4-inch sign posts 12-feet long minimum for post hole mounting to set top of posts at 8-feet above existing grade

c. Fasteners

(1) ½-inch by 5½-inch button heads carriage bolts for posts with nuts and flat head washers Cover button heads with white reflective film or paint to match sign background

PROJECT SIGN GENERAL NOTES:
(continued)

4 Installation

a. Install project identification sign within fourteen (14) calendar days after date of Notice to Proceed.

b Erect at location designated by the Engineer or where shown on the Plans and/or Exhibits In either case, position the sign in such a manner as to be fully visible and readable to the general public

c. Erect sign level and plumb.

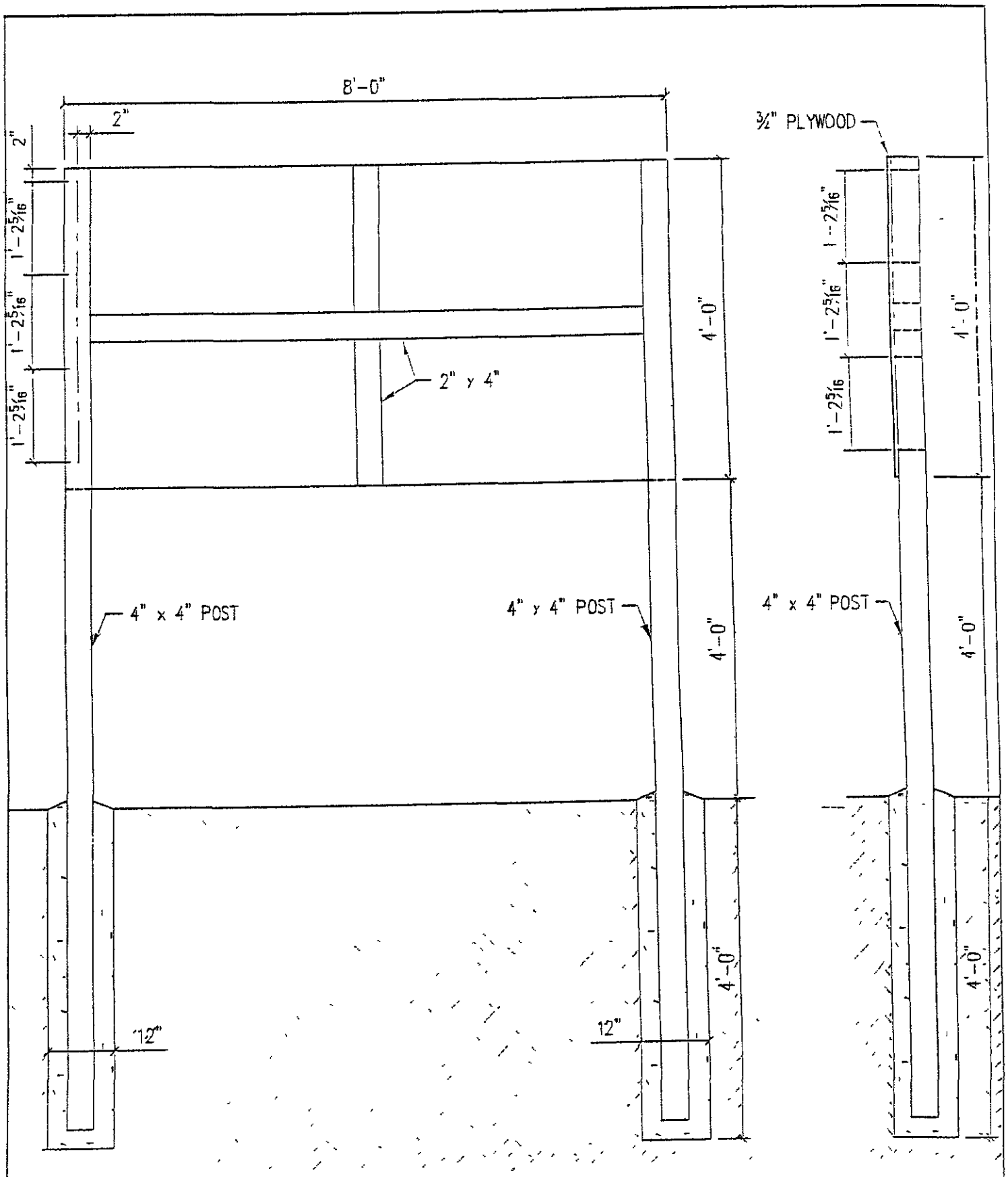
d If post hole mounted, sink posts at least 4-feet below grade Stabilize posts to minimize lateral motion.

e. Erect sign so that the top edge of the sign is at a nominal 8-feet above existing grade

5. Maintenance and Removal

a Maintain signs and supports clean. Repair deterioration and damage

b Remove signs, framing, supports and foundations at completion of project and restore the area.




NOTE
SEE NEXT SHEET FOR
SIGN INFORMATION

# CONSTRUCTION
# OF
# "PROJECT NAME"

## HURRICANE RECOVERY PROJECT

THIS PROJECT IS FUNDED BY THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, TO PROVIDE FOR DISASTER RECOVERY AND RESTORATION OF INFRASTRUCTURE FOR COMMUNITIES IMPACTED BY THE 2008 HURRICANES. FUNDS ALLOCATED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
WWW.GLO TEXAS GOV

4'-0"

8'-0"

07/19/11

TDRA PROJ. SIGN 2 (8.5X11-1:20)

# XX

# TECHNICAL SPECIFICATIONS

## SPECIFICATIONS TABLE OF CONTENTS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| Not Used | |
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| Not Used | |
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| Not Used | |

## DIVISION 9 - FINISHES

Not Used

## DIVISION 10 - SPECIALTIES

Not Used

## DIVISION 11 - EQUIPMENT

Not Used

## DIVISION 12 - FURNISHINGS

Not Used

## DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

## DIVISION 14 - CONVEYING SYSTEMS

Not Used

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Not Used

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# SECTION 01300
# SUBMITTALS

PART 1 GENERAL

1 01 SUMMARY

A Section Includes

1 Procedural requirements for Work-related submittals including Construction Progress Schedules, Shop Drawings, product data, samples, operation and maintenance (O&M) data, construction photographs, schedule of values and other miscellaneous Work-related submittals

1 02 CONSTRUCTION PROGRESS SCHEDULES

A Prepare and submit Construction Progress Schedule in accordance with General Conditions

B No Work shall be done between 6 00 p m and 7 00 a m , nor on Saturdays, Sundays or legal holidays without written permission of OWNER Emergency work may be done without prior permission

C Night work may be established by CONTRACTOR as regular procedure with written permission of OWNER Such permission may be revoked at any time by OWNER

1 03 SHOP DRAWINGS AND PRODUCT DATA

A Scheduling

1 Prepare and transmit each submittal sufficiently in advance of scheduled performance of Work and other applicable activities

B CONTRACTOR'S Responsibilities

1 Review Shop Drawings and product data prior to submittal
2 Determine and verify following

a Field measurements
b Field construction criteria
c Catalog numbers and similar data
d Conformance with Specifications

3 Coordinate each submittal with requirements of Work and Contract Documents
4 Notify ENGINEER in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents
5 Begin no fabrication or Work requiring submittals until return of submittals with ENGINEER approval
6 Submittals received but not requested in Specifications may be returned without review

C Submittals shall contain

1 Date of submittal and dates of previous submittals
2 Project title and number

3 Contract identification
4 Names of

a CONTRACTOR
b Supplier
c Manufacturer

5 All shop drawings shall be submitted with one of the following notes on it Shop drawings submitted with deviations must also include a detail description of all deviations The Engineer at his option may approve, reject or require contractor to re-submit deviations that are signed and sealed by a licensed professional Engineer If deviations are rejected then contractor will re-submit with no deviation from plans and contract documents

a No deviations from plans and contract documents
b With deviations from plans and contract documents.

6 Identification of product, with identification numbers, and Drawing and Specification section numbers
7 Field dimensions, clearly identified
8 Identify details required on Drawings and in Specifications
9 Show manufacturer and model number, give dimensions, and provide clearances
10 Relation to adjacent or critical features of Work or materials
11 Applicable standards, such as ASTM or Federal Specification numbers Identification of deviations from Contract Documents
12 Identification of revisions on resubmittals
13 8-in by 3-in blank space for CONTRACTOR and ENGINEER stamps
14 CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of Work and Contract Documents

D Resubmittal Requirements

1 Comply with submittal requirements
2 Make corrections or changes in submittals required by ENGINEER Resubmittals required until approved
3 Identify on transmittal form submittal is resubmission
4 Shop Drawings and Product Data

a Revise initial drawings or data and resubmit as specified for initial submittal
b Indicate changes made other than those requested by ENGINEER

E Contractor shall be responsible for the distribution of reproductions of Shop Drawings and copies of product data which carry ENGINEER'S stamp

F ENGINEER'S Duties

1 Review submittals in accordance with schedule
2 Affix stamp and signature, and indicate requirements for resubmittal or approval of submittal
3 Return submittals to CONTRACTOR for distribution or for resubmittal

1 04 TEST RESULTS AND CERTIFICATIONS

A Submit test results and certifications required in Specification sections

B Submit test results upon completion of test or submittal of results from testing laboratory

C Test results and certifications are submitted for review of conformance with specified requirements and information

1 05 GUARANTEE, WARRANTIES, MAINTENANCE AGREEMENTS, AND WORKMANSHIP BONDS

A Refer to Specification sections for requirements Submittal considered final when submittal is returned by ENGINEER, marked "Approved" or "Approved as Noted "

B In addition to copies desired for CONTRACTOR'S use, furnish 2 executed copies Provide 2 additional copies where required for maintenance data

1 06 OPERATION AND MAINTENANCE (O&M) DATA

A Compile product data and related information appropriate for OWNER'S maintenance and operation of products furnished under Contract Prepare O&M data as specified in this section

B Manual Format Prepare data in form of instructional manual for use by OWNER'S personnel

1 Size 8-1/2 in by 11 in or 11 in by 17 in folded, with standard 3-hole punching
2 Text Manufacturer's printed data, or neatly typewritten
3 Drawings

a Provide reinforced punched binder tab, bind in with text
b Fold larger drawings to size of text pages and place in envelopes which are to be bound into manual Place suitable identification on outside of each envelope

4 Cover Identify each submittal with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS "

a List

1) Title of Project
2) Identity of Contractor
3) Identity of general subject matter covered in manual
4) Identity of section number as set forth in Contract Documents
5) Data of installation

5 Binders

a Commercial quality binders with durable and cleanable plastic covers

C Product Data

1 Include only those sheets pertinent to specific product
2 Annotate each sheet to

a Identify specific product or part installed
b Identify data applicable to installation
c Delete references to inapplicable information

3 Provide table of contents

1 07 ACTION ON SUBMITTALS

A ENGINEER'S Action

1 General

a Where action and return on submittals required or requested, ENGINEER will review each submittal, mark with appropriate action, and return Where submittal must be held for coordination, ENGINEER will so advise CONTRACTOR without delay
b ENGINEER will stamp each submittal with action stamp, appropriately marked with submittal action

2 Notification of Insufficient Information

a If information submitted is not sufficient to complete review of submittal, ENGINEER will send transmittal to CONTRACTOR notifying CONTRACTOR that additional information is required
b Submittal will not be returned Submittal will be placed in an "on hold" status until CONTRACTOR provides additional information

B Action Stamp

1 Marking Approved

a Final Unrestricted Release Where submittals are marked as "Approved," Work covered by submittal may proceed provided it complies with the Construction Plans and Contract Documents Acceptance of Work depends on that compliance

2 Marking Approved As Noted

a Final-But-Restricted Release When submittals are marked as "Approved With Noted Exceptions," Work covered by submittal may proceed provided it complies with ENGINEER'S notations or corrections on submittal and with the Construction Plans and Contract Documents Acceptance of Work depends on that compliance Resubmittal not required

3 Marking Not Approved

a Submittal Not Accepted When submittals are marked as "Not Approved," do not proceed with Work covered by submittal Work covered by submittal does not comply with Contract Documents
b Prepare new submittal for different material or equipment supplier or different product line or material of same supplier complying with Contract Documents

4 Marking Revise and Resubmit

a Returned for Resubmittal When submittals are marked as "Revise and Resubmit," do not proceed with Work covered by submittal Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress
b Revise submittal or prepare new submittal in accordance with ENGINEER'S notations Resubmit without delay Repeat if required to obtain different action marking

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3 01 SUBMITTAL REQUIREMENTS

A Provide complete copies of required submittals as follows

1 Construction Progress Schedule

a 2 copies of initial schedule
b 2 copies of each revision

2 Shop Drawings and Product Data 6 copies
3 Test Results 3 copies
4 Other Required Submittals

a 6 copies if required for review
b 3 copies if required for record

B Deliver required copies of submittals to ENGINEER at ***LJA*** Engineering & Surveying, Inc , 2929 Briarpark Drive, Suite 600, Houston, Texas 77042

END OF SECTION

# SECTION 01710
# CLEANING

PART 1 GENERAL

1 01 SUMMARY

A Execute cleaning during progress of Work and at completion of Work

B Cleaning for Specific Products or Work Specification section for that Work

1 02 DISPOSAL REQUIREMENTS

A Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws

PART 2 PRODUCTS

2 01 MATERIALS

A Use only those cleaning materials which will not create hazards to property and persons or damage surfaces of material to be cleaned

PART 3 EXECUTION

3 01 DURING CONSTRUCTION

A Comply with General Conditions

3 02 FINAL CLEANING

A Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight exposed interior and exterior surfaces

B Wash and shine glazing and mirrors

C Polish glossy surfaces to clear shine

D Ventilating Systems

1 Clean permanent filters and replace disposable filters if units were operated during construction
2 Clean ducts, blowers, and coils if units were operated without filters during construction

E Electrical Systems

1 Leave electrical equipment rooms broom clean
2 Clean interior of panel cabinets, pull boxes, and other equipment enclosures
3 Clean lighting fixtures, lamps, and other electrical equipment soiled during installation

4 Touch-up paint or repaint damaged finishes on electrical items delivered to Project with finish coat of paint ENGINEER will make final determination of items to be repainted or touched-up

F Vacuum carpeted areas and broom clean interior floors and exterior paved surfaces, rake clean other surfaces of grounds

G Clean out existing or new sewers to remove sediment and other materials that have entered during construction

H Clean haul roads and streets used as haul roads during construction of accumulated material Clean paved streets with water

I Prior to final completion or OWNER occupancy, CONTRACTOR and OWNER, shall conduct inspection of sight-exposed interior and exterior surfaces and work areas to verify Work and site is clean

END OF SECTION

# SECTION 01720
# PROJECT RECORD DOCUMENTS

## PART 1 GENERAL

### 1 01 SUMMARY

A Maintain at site one record copy of

1 Drawings
2 Project Manual
3 Addenda
4 Change orders and other modifications to Contract
5 ENGINEER field orders, written instructions or clarifications
6 Approved submittals
7 Field test records
8 Construction photographs
9 Associated permits

### 1 02 SUBMITTALS

A At Substantial Completion

1 Deliver one marked up set of Drawings to ENGINEER for use in preparation of record drawings

B Accompany submittals with transmittal letter in duplicate, containing following

1 Date
2 Project title and number
3 CONTRACTOR'S name and address
4 Title of record document
5 Signature of CONTRACTOR or authorized representative

## PART 2 PRODUCTS

(NOT USED)

## PART 3 EXECUTION

### 3 01 MAINTENANCE OF DOCUMENTS AND SAMPLES

A Store documents and samples in CONTRACTOR'S field office apart from documents used for construction

1 Provide files and racks for storage of documents
2 Provide secure storage space for storage of samples

B Maintain documents in clean, dry, legible condition and in good order Do not use record documents for construction purposes

C Make documents and samples available at all times for inspection by ENGINEER or OWNER

D Failure to properly maintain record documents may be reason to delay a portion of progress payments until records comply with Contract Documents

3 02 RECORD DOCUMENTS

A Label each document "PROJECT RECORD" in neat, large printed letters

B Maintain record set of Drawings and Specifications legibly annotated to show all changes are made during construction

1 Graphically depict changes by modifying or adding to plans, details, sections, elevations, or schedules
2 Make changes on each sheet affected by changes

C Record information concurrently with construction progress

1 Do not conceal Work until required information is recorded
2 Record changes made by Written Amendment, Field Order, Change Order or Work Directive Change

D Drawings

1 General

a Depths of various elements of foundation in relation to finish first floor datum
b Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
c Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure
d Field changes
e Details not on original Drawings
f Location and identification of exposed interior piping, including those shown schematically on Drawings
g Size of equipment and location including connections

2 Electrical and Instrumentation

a Horizontal and vertical locations and size of underground cable, conduit, and duct runs dimensioned from established building lines
b Plan location and size of interior concealed and exposed feeders
c Size and location of access panels
d Departures from original Drawings and electrical work revisions

END OF SECTION

# SECTION 01730
# OPERATION AND MAINTENANCE (O&M) DATA

## PART 1 GENERAL

### 1 01 SUMMARY

A Compile equipment and product data and related information appropriate for OWNER'S operation and maintenance (O&M) for each item of equipment or product as specified in other sections of Specifications

### 1 02 QUALITY ASSURANCE

A Preparation of data shall be performed by personnel

1 Trained and experienced in O&M of described products
2 Familiar with requirements of this section
3 Skilled as technical writer to extent required to communicate essential data
4 Skilled as drafter competent to prepare required drawings

### 1 03 FORM OF SUBMITTALS

A Prepare data in form for use by OWNER'S personnel

B Include like equipment in one volume with heavy duty dividers, separating equipment

C Operation and Maintenance Manuals or Bulletins shall include necessary data for reordering replacement parts, lubrication schedules, and procedures for required maintenance

D Format Subject to approval by ENGINEER

1 Size 8-1/2 in by 11 in , or 11 in by 17 in folded, with standard 3-hole punching
2 Paper 20-lb minimum, white, for typed pages
3 Text Manufacturer's printed data, or neatly typewritten
4 Drawings

a Bind in with text
b Fold larger drawings and place in text page size envelopes bound into binder Place identification on outside of each envelope

5 Volume Cover Label Label each volume cover with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and following

a Owner name
b Project title
c Year of construction
d Volume number and number of total volumes
e Identification of major equipment

6 Provide major equipment in separate sections

a Provide title of section on each divider
b Name(s) of applicable building(s) or structure(s) as shown on Drawings in which equipment located

c Name of equipment as set forth in Contract Documents
d Specification section number for equipment as set forth in Contract Documents
e Provide tab index in Table of Contents

7 Provide tabbed section dividers between each major equipment section

a Provide title of section on each divider
b Provide tab index in Table of Contents

8 Binders

a Bind in volumes three inches thick into commercial quality binder with durable and cleanable plastic covers Paperboard, laminated paperboard, and canvas covers not acceptable
b Are to be filled not more than 75% of capacity
c When multiple binders used, contents shall be organized into related groupings and each binder cover shall bear identification of specific content
d Catalog and Index of Volume

1 04 GENERAL CONTENTS OF DATA

A Each binder major section shall contain equipment data pertaining to not more than one Specification section number indicated in Contract Documents

B Binder Title Sheet

1 Title "OPERATION AND MAINTENANCE INSTRUCTIONS "
2 Individual volume number and number of total volumes
3 Title of Project as it appears on construction plans
4 CONTRACTOR'S name, address, and telephone number

C Product List Immediately after title sheet containing following

1 List of each major components, indexed to content of section, and identified by product name and model number as set forth by manufacturer and specification section and article number

D Major Equipment Title Sheet First page in data listing following

1 Name(s) of applicable building(s) or structure(s) as shown on Drawings in which equipment located
2 Name of equipment as set forth in Contract Documents
3 Specification section number for equipment as indicated in Contract Documents
4 Subcontractor's name, address, and telephone number if equipment provided by Subcontractor
5 CONTRACTOR'S or Subcontractor's purchase order number, manufacturer's shop order number or other such numbers required for parts and service ordering
6 Manufacturer's name, address, and telephone number
7 Name, address, and telephone number for local source of supply for parts and service

E Table of Contents Immediately following product list Arrange in logical, systematic order and shall be at minimum a tab index Provide each tabbed section with table of contents for section, arranged in systematic order

F Product Data Sheets Provide specification and catalog sheets showing configuration, manufacturer's specifications, models, options, and styles of equipment and major components being provided Product data sheets will show project specific information with inapplicable information deleted by removal Insert in tabbed section(s)

G Text

1 Include only those sheets pertinent to specific project
2 Each sheet shall

a Identify specific product or part installed
b Identify text applicable to product or part installed
c Contain no inapplicable information

H Drawings

1 Supplement text with drawings to clearly illustrate following

a Product and components
b Relations of component parts of equipment and systems
c Control and flow diagrams

2 Drawings to be actual drawings of equipment from manufacturer "Typical" drawings not acceptable, unless they accurately illustrate actual installation

I Specially written information, as required to supplement text for particular installation

1 Provide explanation of interrelationships of equipment and components, and effects one component has on another or entire system
2 Provide overall instructions and procedures for equipment tying in instructions and procedures for separate components into unified instructional package
3 Provide glossary of special terms used by manufacturer
4 Organize in consistent format under separate headings for different procedures
5 Provide logical sequence of instructions for each procedure

J Copy of each warranty, bond or service contract issued

1 Provide information sheet for OWNER'S personnel to explain following

a Proper procedures in event of failure or malfunction to prevent voiding warranty
b Instances affecting validity of warranties or bonds

1 05 SPECIFIC CONTENT OF DATA FOR EQUIPMENT AND SYSTEMS

A Specific content, for each unit of equipment and system, shall include following

1 Description of Unit and Component Parts

a Function, normal operating characteristics, and limiting conditions
b Performance curves, engineering data, and tests as applicable
c Complete nomenclature and commercial number of replaceable parts
d Complete nameplate data
e P&ID numbers for equipment as set forth in Drawings

2 Operating Procedures

a Startup, break-in, and normal operating instructions
b Regulation, control, stopping, shutdown, and emergency instructions
c Summer and winter operating instructions, as applicable
d Special operating instructions

3 Maintenance Procedures

a Routine maintenance operations
b Guide to troubleshooting
c Disassembly, repair, and reassembly instructions
d Alignment, adjusting, and checking instructions

4 Servicing and Lubrication Schedule

a List of lubricants required and quantity to be applied
b Schedule of lubrication
c Schedule for other routine maintenance

5 Manufacturer's printed instructions regarding safety precautions for both (a) protection of personnel operating the equipment and systems and (b) prevention of damage to the equipment and systems
6 Description of sequence of operation of controls
7 Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance

a Predicted life of parts subject to wear
b Items recommended to be stocked as spare parts and quantities of same

8 As-approved control diagrams These shall be ladder diagrams, instrumentation loop diagrams, and electrical schematics as appropriate
9 Bill of material
10 Copy of each manufacturer start-up report for equipment included each section
11 Other data as required under pertinent sections of Specifications

B Specific content for each electric and electronic system, as applicable to equipment such as switchgear, motor control centers, panelboards, switchboards, starters, breakers, and relays shall include following

1 Description of System and Component Parts

a Function, normal operating characteristics, and limiting conditions
b Performance curves, engineering data, rating tables, and tests as applicable
c Complete nomenclature and commercial number of replaceable parts
d Complete nameplate data
e P&ID numbers for equipment as set forth on Drawings

2 Circuit Directories of Panelboards

a Electrical service
b Controls
c Communications

3 Complete instrumentation loop diagrams with tabulated listing of components in each control circuit or loop

4 Operating Procedures

a Routine and normal operating instructions
b Sequences required
c Special operating instructions

5 Maintenance Procedures

a Routine maintenance operations
b Guide to troubleshooting
c Disassembly, repair, and reassembly instructions
d Adjustment and checking instructions

6 Manufacturer's printed instructions regarding safety precautions for both (a) protection of personnel operating the equipment and systems and (b) prevention of damage to the equipment and systems

7 List of original manufacturer's spare parts and recommended quantities maintained in storage

8 Other data as required under pertinent sections of Specifications

C Prepare and include additional data when need for such data becomes apparent during instruction of OWNER'S personnel as requested by OWNER

1 06 SUBMITTAL SCHEDULE

A Submit 6 copies of complete O&M data, bound in covers bearing suitable identification, for review within 30 days after time CONTRACTOR receives approved Shop Drawings from ENGINEER for all equipment included in the project

B Submit one electronic copy of the complete O&M manual in pdf format

C ENGINEER'S review and acceptance of O&M data will be only for conformance with requirements of this section, for form of submittal and organization of data and completeness of information provided, but not for technical content or coordination between individual suppliers of equipment or system(s)

D ENGINEER will be sole judge of completeness of data

E Approval of O&M Manual submittal will be one of the conditions of CONTRACTOR receiving final payment for contract

END OF SECTION

b Colored cable ties applied in groups of 3 ties of specified color to each wire at each terminal or splice point starting 3 in (76 mm) from terminal and spaced 3 in (76 mm) apart Apply with special tool or pliers, tighten to snug fit, and cut off excess length

| System Voltage | A | B | C | Neutral |
|---|---|---|---|---|
| 120/240 Volt 1Ph/3w | Black | Red | | White |
| 120/208 Volt 3Ph/4w | Black | Red | Blue | White |
| 120/240 Volt 3Ph/4w | Black | Orange | Blue | White |
| 277/480 Volt 3Ph/4w | Brown | Purple | Yellow | Grey |
| Motor Control | 1 | Black | | |
| | 2 | Red | | |
| | 3 | Blue | | |
| Ground | Green | | | |

M Power Circuit Identification Use metal tags or aluminum wraparound marker bands for cables, feeders, and power circuits in vaults, pull boxes, junction boxes, manholes, and switchboard rooms

1 Legend 1/4 in (6 4 mm) steel letter and number stamping or embossing with legend corresponding to indicated circuit designations
2 Fasten tags with nylon cable ties, fasten bands using integral ears

N Apply identification to conductors as follows

1 Conductors to Be Extended in Future Indicate source and circuit numbers
2 Multiple Power or Lighting Circuits in Same Enclosure Identify each conductor with source, voltage, circuit number, and phase Use color coding for voltage and phase indication of secondary circuit
3 Multiple Control and Communications Circuits in Same Enclosure Identify each conductor by its system and circuit designation Use consistent system of tags, color coding, or cable marking tape

O. Apply warning, caution, and instruction signs and stencils as follows

1 Install warning, caution, and instruction signs where indicated or required to ensure safe operation and maintenance of electrical systems and of items to which they connect Install engraved, plastic laminated instruction signs with approved legend where instructions or explanations are needed for system or equipment operation Install butyrate signs with metal backing for outdoor items
2 Emergency Operating Signs Install engraved laminate signs with white legend on red background with minimum 3/8 in. (9 mm) high lettering for emergency instructions on power transfer, load shedding, and or emergency operations

P Install identification as follows

1 Apply equipment identification labels of engraved plastic laminate on each major unit of equipment, including central or master unit of each system This includes communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification Except as otherwise indicated, provide single line of text with 1/2 in (13 mm) high lettering on 1 1/2 in (38 mm) high label, where 2 lines of text are required, use lettering 2 in (51 mm) high Use black lettering on white field Apply labels for each unit of following categories of equipment

a Panelboards, electrical cabinets, and enclosures
b Access doors and panels for concealed electrical items
c Electrical switchgear and switchboards
d Electrical substations
e Motor control centers
f Motor starters
g Push button stations
h Power transfer equipment
i Contactors
j Remote controlled switches
k Dimmers
l Control devices
m Transformers
n Inverters
o Rectifiers
p Frequency converters
q Battery racks
r Power generating units
s Telephone switching equipment
t Clock/program master equipment
u Call system master station
v TV/audio monitoring master station
w Fire alarm master station or control panel
x Security monitoring master station or control panel

2 Apply designation labels of engraved plastic laminate for disconnect switches, breakers, push buttons, pilot lights, motor control centers, and similar items for power distribution and control components above, except panelboards and alarm/signal components where labeling is specified elsewhere For panelboards, provide framed, typed circuit schedules with explicit description and identification of items controlled by each individual breaker

END OF SECTION

# SECTION 16429
# CABLE SPLICE TERMINATION CABINET

## PART 1 GENERAL

### 1 01 SCOPE

A The Contractor shall furnish and install, where indicated, a free-standing, termination cabinet for use as an intermediate termination point between the customer supplied roll up generator and the disconnecting means servicing the loads, and as shown on the contract drawings

### 1 02 RELATED SECTIONS

A Section 16429 – Low Voltage-Group Mounted Feeders

### 1 03 REFERENCES

A. The low voltage roll up generator termination boxes shall be designed, manufactured and tested in accordance with the latest applicable following standard

1 UL Standard 1773

### 1 04 SUBMITTALS – FOR REVIEW/APPROVAL

A The following information shall be submitted to the Engineer

1 Master drawing index
2 Front view elevation
3 Foot print
4 Conduit space
5 Line lug requirements
6 Load lug requirements
7 Conduit entry/exit locations
8 Assembly ratings including
  a Short-circuit rating
  b Voltage
9 Continuous current Amperage rating
10 Cable terminal sizes
11 Product data sheets

### 1 05 SUBMITTALS – FOR CONSTRUCTION

A The following information shall be submitted for record purposes

1 Final as-built drawings and information for items listed in Paragraph 1 04
2 Installation information
3 Equipment anchorage details

B The final (as-built) drawings shall include the same drawings as the original construction drawings and shall incorporate all changes made during the manufacturing process

1 06 QUALIFICATIONS

A The manufacturer of the assembly shall be the manufacturer of the major components within the assembly

B For the equipment specified herein, the manufacturer shall be ISO 9001 or 9002 certified

C The manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of five (5) years When requested by the Engineer, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement

1 07 DELIVERY, STORAGE AND HANDLING

A Equipment shall be handled and stored in accordance with manufacturer's instructions One (1) copy of these instructions shall be included with the equipment at time of shipment

1 08 OPERATION AND MAINTENANCE MANUALS

A Equipment operation and maintenance manuals shall be provided with each assembly shipped and shall include instruction leaflets, instruction bulletins and renewal parts lists where applicable, for the complete assembly and each major component.

PART 2 PRODUCTS

2 01 MANUFACTURERS

A Eaton

B _____

C _____

The listing of specific manufacturers above does not imply acceptance of their products that do not meet the specified ratings, features and functions Manufacturers listed above are not relieved from meeting these specifications in their entirety. Products in compliance with the specification and manufactured by others not named will be considered only if pre-approved by the Engineer ten (10) days prior to bid date

2 02 RATINGS

A The assembly shall be rated to withstand mechanical forces exerted during short-circuit conditions when connected directly to a power source having available fault current of 35,000 amperes symmetrical at rated voltage

B Amperage Rating 4000 A

C Voltage rating to be as indicated on the drawings

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Note to Spec Writer – Insert data in blanks

2 03 CONSTRUCTION

A Termination cabinet(s) shall consist of a vertical free-standing section bolted together to form a rigid assembly The sides and rear shall be covered with removable bolt-on covers All edges of front covers or hinged front panels shall be formed Provide lockable front hinged door for access to terminations within the enclosure

B All terminations shall be accessible from the front of the enclosure

C The assembly shall be provided with adequate lifting means

D The external assembly shall be rated NEMA 3R 304 stainless steel construction

2 04 TERMINATIONS

A Cable termination landings shall be copper Main horizontal landing bars shall be mounted with all three phases arranged in a staggered vertical plane to accommodate wire terminations. Sizing shall be based on NEMA standard temperature rise criteria of 65 degrees C over a 40 degrees C ambient

B Provide a full capacity neutral bus

C A copper ground bus (minimum 1/4 x 2 inch)

2 05 WIRING/TERMINATIONS

**Note to Spec. Writer:**
Select one (1) type of termination from following listing

A Provide Line Side Terminations based upon selected bus ampacity

1 *Factory Selected and Installed [Mechanical AL/CU Lugs] [One (1) Hole Anderson Compression Lugs] [Two (2) Hole Burndy Copper Conductors Only lugs ½" bolt on 1 ¾" centers]

a 4000 Ampere Bus (11) 4/0-500kcmil

B Load Side Terminations

1 *Factory Selected and Installed [Mechanical AL/CU Lugs] [One (1) Hole Anderson Compression Lugs] [Two (2) Hole Burndy Copper Conductors Only lugs ½" bolt on 1 ¾" centers]

a 4000 Ampere Bus [(11) 4/0-500kcmil]

C Mechanical-type and compression terminals shall be provided for all line and load terminations suitable for copper or aluminum cable rated for 75 degrees C of the size as indicated on the drawings

2 06 ENCLOSURES

A Outdoor NEMA 3R Enclosure exterior shall be made of 304 stainless steel

1 Enclosure shall have flat roof

2 Doors shall have provisions for padlocking

---

* Note to Spec Writer – Select one

## PART 3 EXECUTION

### 3 01 FACTORY TESTING

A [3]Factory tests as outlined above shall be witnessed by the owner's representative

1 The manufacturer shall notify the owner two (2) weeks prior to the date the tests are to be performed

2 The manufacturer shall include the cost of transportation and lodging for up to three (3) owner's representatives The cost of meals and incidental expenses shall be the owner's responsibility

### 3 02 MANUFACTURER'S CERTIFICATION

A [3]A certified test report of all standard production tests shall be available to the Engineer upon request

### 3 03 INSTALLATION

A The Contractors shall install all equipment per the manufacturer's instructions, contract drawings and National Electrical Code

B The assembly shall be provided with adequate lifting means and shall be capable of being moved into installation position and bolted directly to concrete per manufacturer's recommendations. All necessary hardware to secure the assembly in place shall be provided by the Contractor

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[3] Note to Spec Writer - Optional

# SECTION 16441
# SWITCHBOARDS GENERATOR READY

## PART 1 - GENERAL

1 1 SCOPE

A The contractor shall provide and install generator ready service entrance switchboard as herein specified and shown on related electrical drawings

1 2 RELATED DOCUMENTS

A All of the Contract Documents, including General and Supplementary Conditions and Division 1 General Requirements, apply to the work of this Section

B [Related Sections include the following
1 Section 16410 – Molded Case Breakers
2 Section 16289 – Surge Protection Devices For Low-Voltage Electrical Power Circuits
3 Section[16290 – Electrical Power Monitoring and Control
4 Section 16442 - Panelboards
5 Section 1646] – Low-Voltage Distribution Transformers]

1 3 SUBMITTALS

A Product Data Submit manufacturer's printed product data

B Drawings Submit shop drawings for approval Include components, materials, finishes, detailed plan and elevation views, required conduit rough-in openings, anchors and accessories

1 4 RELATED STANDARDS

A The switchboard shall be designed, manufactured and tested according to the latest applicable version of the following standards
1 ANSI/NFPA 70 – National Electrical Code (NEC)
2 NEMA PB2 – Deadfront Distribution Switchboards
3 UL 891 – Deadfront Switchboards
4 NEC702

1 5 QUALITY ASSURANCE

A Manufacturer For equipment required for the work of this section, provide product which is the responsibility of one manufacturer

B Performance Requirements Provide switchboards manufactured in accordance with Article 408 of the latest National Electrical Code and applicable portions of the NEMA PB2, UL 891 and NFPA 70, the National Electrical Code

1 6 DELIVERY, STORAGE AND HANDLING

A Deliver materials and products in factory labeled packages Store and handle in strict compliance with manufacturer's instructions and recommendations Protect from damage from weather, excessive temperatures and construction operations

## PART 2 - PRODUCTS

2 1 MANUFACTURERS
Provide generator ready switchboards and accessories by Siemens or pre-approved equal
Approved manufacturers are as follows
SIEMENS Industry

A For the equipment specified herein, the manufacturer shall be ISO 9000, 9001 or 9002 certified

B The manufacturer of this equipment shall have produced similar electrical equipment for a minimum of ten (10) years

C Intent In the following specifications, products of Siemens are used to provide a standard of quality and performance for the work of this section

2 2 GENERAL REQUIREMENTS

A Construction

1 Switchboard shall be of the modular type construction, constructed in accordance with the latest NEMA PB-2 and UL 891 standards, with the required number of vertical sections bolted together to form one metal enclosed rigid switchboard The sides, top and rear shall be covered with removable screw-on code gauge steel plates Switchboard shall include all protective devices and equipment as listed on drawings with necessary interconnections, instrumentation and control wiring All groups of control wires leaving the switchboard shall be provided with terminal blocks with suitable numbering strips Service entrance switchboards shall be suitable only for use as service equipment and be labeled in accordance with UL requirements System voltage, amperage and interrupting capacity shall be as indicated on the drawings Enclosure construction shall be NEMA 1 indoor

Bus Requirements

The bus shall be of sufficient size to limit the temperature rise to 65 degree C, based on UL tests 750A / sq-in for aluminum 1000A / sq-in for copper and may be tapered per UL standards shall be fully rated the entire length of the switchboard The bus shall be braced and supported to withstand mechanical forces exerted during a short circuit from a power source having the available short circuit current as indicated on the drawings Provide a full capacity neutral where a neutral is indicated on the drawings The through bus on the end section shall be extended and pre-drilled to allow the addition of future sections Ground bus and grounding conductor lug shall be furnished Ground bus shall extend the entire length of the switchboard and shall be firmly secured to each vertical section Bus Material shall be silver-plated copper

B Incoming Service

1

C Generator Ready

1 The low voltage switchboard shall be generator ready The following features shall be included

a 600 volt maximum
b 4000 ampere maximum
c All standard front connected features shall still apply
d Key interlock
e Removable Screw cover shall be supplied over the quick connects
f Quick connect plug-in shall be labeled with phasing and neutral
g The generator ready section shall be installed as a stand alone unit

D Main Protective Device

Molded case circuit breaker shall be of the quick-make, quick-break, trip-free, solid state type The continuous current rating shall be adjustable from 20 to 100% without the need for a rating plug Solid state breakers shall be Siemens Sensitrip III, VL or equivalent design Solid state breaker trip functions shall include adjustments for continuous amperage, long time pickup and delay, instantaneous short time pickup and delay, ground fault pickup and delay Breaker ratings shall be as shown on the drawings

E Ground Fault Protection

1 Furnish and install in the service equipment and/or switchboard ground fault protection and indication equipment as shown on drawings in accordance with NEC 230-95 All parts of the systems specified shall be UL Listed All new ground fault protection and indication equipment shall be factory installed, wired and tested by the switchboard manufacturer

F Metering Equipment

1 Provide a multi-function, high accuracy digital power metering instrumentation module equipped with LCD display The power metering module shall provide simultaneous measurements for current, voltage and power parameters Power meter shall be Siemens type equipped with a communications port for standard RS-485 connection

G Finish

1 The complete switchboard shall be phosphatized and finished with ANSI 61 light gray polyester powder paint

H Markings

1 Each switchboard section shall have a label permanently affixed to it, listing the following information Name of manufacturer, system voltage, ampacity, type, manufacturer's shop order number and date

2 Each section of switchboard shall bear a UL listing mark, where qualified and a short circuit rating label

3 Front, side, rear and top of each switchboard section will have a DANGER label in accordance with NEMA Standard PB-2

4 Provide key interlocks as indicated on associated electrical drawings

5 [All control wire shall be type SIS ]

I ARC FLASH

1 Apply in the field, the factory supplied arc flash warning label to all switchboards that are in other than dwelling occupancies and are likely to require examination, adjustment, servicing, or maintenance while energized to warn qualified persons of potential electrical arc flash hazards

## PART 3 - EXECUTION

3 1 INSTALLATION

A Examine substrates and conditions in which units will be installed Check for clearance that will be required before, during and after equipment installation Do not proceed with installation until unsatisfactory conditions are corrected

B Strictly comply with manufacturer's instructions and recommendations and NEMA PB 2 1 Coordinate installation with adjacent work to ensure proper sequence of construction, clearances and support

C Install units plumb, level and rigid without distortion to the switchboard cubicle(s)

3 2 ADJUSTING AND CLEANING

A Clean exposed surfaces using manufacturer recommended materials and methods

B Touch-up damaged coatings and finishes using non-abrasive materials and methods recommended by manufacturer Eliminate all visible evidence of repair

3 3 TESTING

A Perform factory and installation tests in accordance with applicable NEC, NEMA and UL requirements

3 4 WARRANTY

A Equipment manufacturer warrants that all goods supplied are free of non-conformities in workmanship and materials for one year from date of initial operation, or up to eighteen months from date of shipment

**END OF SECTION**

# SECTION 16452
# GROUNDING

PART 1 GENERAL

1 01 SUMMARY

A Section includes

1 Solid grounding of electrical systems and equipment
2 Basic requirements for grounding for protection of life, equipment, circuits, and systems
3 Grounding requirements specified in this Section may be supplemented in other sections of these Specifications

1 02 REFERENCES

A American Society for Testing and Materials (ASTM)

1 B3-90 - Standard Specification for Soft or Annealed Copper Wire
2 B8-90 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
3 B33-91 - Standard Specification for Tinned Soft or Annealed Copper Wire for Electrical Purposes
4 E699 E1-79 - Standard Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E-6

B National Fire Protection Association (NFPA)

1 NFPA 78-89 - Lightning Protection Code

C Underwriter's Laboratories (UL)

1 467 84 - UL Standard for Safety Grounding and Bonding Equipment

1 03 SUBMITTALS

A Submit all products covered under this specification for Engineer's approval

B Test Results

1 Report of field tests and observations certified by Contractor

1 04 QUALITY ASSURANCE

A Items provided under this section shall be listed OR labeled by UL or other Nationally Recognized Testing Laboratory (NRTL)

1 Term "NRTL" shall be as defined in OSHA Regulation 1910 7
2 Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100

B Regulatory Requirements

1 National Electrical Code (NEC) Components and installation shall comply with National Fire Protection Association (NFPA) 70

PART 2 PRODUCTS

2 01 GROUNDING AND BONDING PRODUCTS

A Products Of types indicated and of sizes and ratings to comply with current NEC Where types, sizes, ratings, and quantities indicated are in excess of current NEC requirements, more stringent requirements and greater size, rating, and quantity indications govern

B Conductor Materials Copper

2 02 WIRE AND CABLE CONDUCTORS

A. Comply with Section 16120 Conform to Single Conductor Color Coding Table, except as otherwise indicated, for conductor properties, including stranding

B Equipment Grounding Conductor Green insulated

C Grounding Electrode Conductor Stranded cable

D Bare Copper Conductors

1 Solid Conductors ASTM B3
2 Assembly of Stranded Conductors ASTM B8
3 Tinned Conductors ASTM B33

2 03 MISCELLANEOUS CONDUCTORS

A Ground Bus Bare annealed copper bars of rectangular cross section

B Braided Bonding Jumpers Copper tape, braided No 30 gage bare copper wire, terminated with copper ferrules

C Bonding Strap Conductor/Connectors Soft copper, 0 05 in thick and 2 in wide, except as indicated

2 04 CONNECTOR PRODUCTS

A General Listed and labeled as grounding connectors for materials used

B Pressure Connectors High-conductivity-plated units

C Bolted Clamps Heavy-duty units listed for application

D Exothermic Welded Connections· Provide in kit form and select for specific types, sizes, and combinations of conductors and other items to be connected.

2 05 GROUNDING ELECTRODES

A Ground Rods Copper-clad steel with high-strength steel core and electrolytic-grade copper outer sheath, molten welded to core

1 Size ¾ inch by 8 feet unless otherwise indicated

B Plate Electrodes Copper plates, minimum 0 10 in thick, size as indicated

PART 3 EXECUTION

3 01 APPLICATION

A Equipment Grounding Conductor Application Comply with NEC Article 250 for sizes and quantities of equipment grounding conductors, except where larger sizes or more conductors are indicated

1 Install separate insulated equipment grounding conductors with circuit conductors

a Raceway may be used as equipment ground conductor where feasible in non-hazardous areas and permitted by current NEC for lighting circuits and receptacle circuits

b Install insulated equipment ground conductor in nonmetallic raceways unless designated for telephone or data cables

B Underground Conductors Bare, tinned, stranded copper except as otherwise indicted

C Signal and Communications For telephone, alarm, instrumentation and communication systems, provide #4 AWG minimum green insulated copper conductor in raceway from grounding electrode system to each terminal cabinet or central equipment location

D Ground separately derived systems required by NEC to be grounded in accordance with NEC paragraph 250-26

E Metal Poles Supporting Outdoor Lighting Fixtures Ground pole to grounding electrode as indicated in addition to separate equipment grounding conductor run with supply branch circuit

F Connections to Lightning Protection System Bond grounding conductors or grounding conductor conduits to lightning protection down conductors or grounding conductors in compliance with NFPA 78

G Common Ground Bonding With Lightning Protection System

1 Bond electric power system ground directly to lightning protection system grounding conductor at closest point to electric service grounding electrode

2 Use bonding conductor sized same as system ground conductor and installed in conduit

3 02 INSTALLATION

A General Ground electrical systems and equipment in accordance with current NEC requirements except where Drawings or Specifications exceed NEC requirements

B Ground Rods

1 Locate minimum of one-rod length from each other and at least same distance from any other grounding electrode

2 Interconnect ground rods with bare conductors buried at least 24 in below grade

3 Connect bare-cable ground conductors to ground rods by means of exothermic welds except as otherwise indicated

4 Make connections without damaging copper coating or exposing steel

5 Use 3/4-inch by 10-ft ground rods except as otherwise indicated

6 Drive rods until tops are 6 inches below finished floor or final grade except as otherwise indicated

C Metallic Water Service Pipe

1 Provide insulated copper ground conductors, sized as indicated, in conduit from building main service equipment, or ground bus, to main metallic water service entrances to building
2 Connect ground conductors to street side of main metallic water service pipes by means of ground clamps
3 Bond ground conductor conduit to conductor at each end

D Braided-Type Bonding Jumpers

1 Use elsewhere for flexible bonding and grounding connections

E Route grounding conductors along shortest and straightest paths possible without obstructing access or placing conductors where they may be subjected to strain, impact, or damage, except as indicated

F Test Wells Locate as indicated, and fabricate in accordance with details indicated

G UFER Ground

1 Fabricate with 20 feet of conductor laid lengthwise in excavation for foundation or footings
2 Install so conductor is within 2 in of bottom of concrete
3 Where base of foundation is less than 20 feet in length, coil excess conductor at base of foundation
4 Bond conductor to reinforcing steel at four locations, minimum
5 Extend conductor below grade and connect to building grounding grid or grounding electrode

3 03 CONNECTIONS

A General Make connections to minimize possibility of galvanic action or electrolysis Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible

1 Use electroplated or hot-tin-coated materials to assure high conductivity and make contact points closer in order of galvanic series
2 Make connections with clean bare metal at points of contact.
3 Aluminum to steel connections stainless steel separators and mechanical clamps
4 Aluminum to galvanized steel connections tin-plated copper jumpers and mechanical clamps
5 Coat and seal connections involving dissimilar metals with inert material such as red lead paint to prevent future penetration of moisture to contact surfaces

B Exothermic Welded Connections

1 Use for connections to structural steel and for underground connections except those at test wells
2 Install at connections to ground rods and plate electrodes
3 Comply with manufacturer's written recommendations
4 Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable

C Terminations

1 Terminate insulated equipment grounding conductors for feeders and branch circuits with pressure-type grounding lugs
2 Where metallic raceways terminate at metallic housings without mechanical and electrical connection to housing, terminate each conduit with grounding bushing
3 Connect grounding bushings with bare grounding conductor to ground bus in housing

4 Bond electrically noncontinuous conduits at both entrances and exits with grounding bushings and bare grounding conductors

D Tighten grounding and bonding connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values for connectors and bolts Where manufacturer's torquing requirements are not indicated, tighten connections to comply with torque tightening values specified in UL 486A and UL 486B

E Connections at Test Wells Use compression-type connectors on conductors and make bolted- and clamped-type connections between conductors and ground rods

F Compression-Type Connections Use hydraulic compression tools to provide correct circumferential pressure for compression connectors Use tools and dies recommended by manufacturer of connectors Provide embossing die code or other standard method to make visible indication that connector has been adequately compressed on ground conductor

G Moisture Protection Where insulated ground conductors are connected to ground rods or ground buses, insulate entire area of connection and seal against moisture penetration of insulation and cable

3 04 OVERHEAD LINE GROUNDING

A General Comply with ANSI C2, "National Electrical Safety Code" for "Single-Grounded Systems," using two electrodes in parallel if single electrode resistance to ground exceeds 25 ohms

B Ground Rod Connections Use exothermic welds for underground connections and connections to rods

C Lightning Arresters Separate arrester grounds from other ground conductors

D Secondary Neutral and Tank of Transformer Interconnect and connect to ground

E Grounding Conductor Protection Protect grounding conductors running on surface of wood poles with molding of a type manufactured for this purpose Extend from grade level up to and through communications and transformer spaces

3 05 UNDERGROUND DISTRIBUTION SYSTEM GROUNDING

A Manholes and Handholes

1 Install 3/4-inch by 10-ft driven ground rod close to wall and set rod depth such that 4 inches will extend above finished floor
2 Where necessary, install ground rod before manhole is placed and provide No 1/0 bare tinned-copper conductor from ground rod into manhole through waterproof sleeve in manhole wall
3 Protect ground rods passing through concrete floor with double wrapping of pressure-sensitive tape or heat-shrunk insulating sleeve from 2 in above to 6 in below concrete
4 Seal floor opening with waterproof non-shrink grout

B Connections at Manholes

1 Connect exposed metal parts, such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole to ground rod or ground conductor
2 Make connections with minimum No 4 AWG stranded hard-drawn copper wire
3 Train conductors plumb or level around corners and fasten to manhole walls

4 Connect to cable armor and cable shields by means of tinned terminals soldered to armor or shield, or as recommended by manufacturer of splicing and termination kits

C Grounding System Ground non-current-carrying metallic items associated with manholes, substations, and pad-mounted equipment by connecting them to bare underground cable and grounding electrodes arranged as indicated

3 06 FIELD QUALITY CONTROL

A Test

1 Subject completed grounding system to megger test at each location where maximum ground resistance level is specified, at service disconnect enclosure ground terminal, and at ground test wells
2 Measure ground resistance without soil being moistened by any means other than natural precipitation or natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance
3 Perform tests by 2-point method in accordance with Section 9 03 of IEEE 81, "Guide for Measuring Earth Resistivity, Ground Impedance and Earth Surface Potentials of a Grounding System "

B Ground/resistance maximum values shall be as follows

1 Equipment rated 500 kVA and less 10 Ohms
2 Equipment rated 500 kVA to 1000 kVA 5 Ohms
3 Equipment rated over 1000 kVA 3 Ohms
4 Unfenced substations and pad-mounted equipment 5 Ohms
5 Manhole grounds 10 Ohms

C Deficiencies Where ground resistances exceed specified values, notify Engineer, and if directed by Engineer, modify grounding system to reduce resistance values Where measures are directed that exceed those indicated, provisions of Contract covering changes will apply

D Report Prepare test reports, certified by testing organization, of ground resistance at each test location Include observations of weather and other phenomena that may affect test results Describe measures taken to improve test results

3 07 RESTORATION

A Restore surface features at areas disturbed by excavation and reestablish original grades except as otherwise indicated

B Where sod has been removed, replace it as soon as possible after backfilling is completed.

C Restore areas disturbed by trenching, storing of dirt, cable laying, and other Work to their original condition

D Include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, or mulching

E Restore disturbed paving as indicated

END OF SECTION

2 03 METAL OUTLET, DEVICE, AND SMALL WIRING BOXES

A General

1 Conform to UL 514A and UL 514B
2 Boxes shall be of type, shape, size, and depth to suit each location and application

B Steel Boxes Conform to NEMA OS 1 Boxes shall be sheet steel with stamped knockouts, threaded screw holes and accessories suitable for each location including mounting brackets and straps, cable clamps, exterior rings and fixture studs

C Cast-Iron Boxes Iron alloy, waterproof, with threaded raceway entries and features and accessories suitable for each location, including mounting ears, threaded screw holes for devices and closure plugs

2 04 PULL AND JUNCTION BOXES

A General Comply with UL 50 for boxes over 100 cu in volume Boxes shall have screwed or bolted on covers of material same as box and shall be of size and shape to suit application

B Galvanized Steel Boxes Flat rolled, code gauge, sheet steel with welded seams Where necessary to provide rigid assembly, construct with internal structural steel bracing Hot-dip galvanized after fabrication Cover shall be gasketed

C Stainless-Steel Boxes Fabricate of stainless steel conforming to Type 302 of ASTM A167 Where necessary to provide rigid assembly, construct with internal structural stainless steel bracing Cover shall be gasketed

D Cast-Iron Boxes Molded of cast iron alloy with gasketed cover and integral threaded conduit entrances

E Boxes Approved for Classified Locations· Cast metal or cast nonmetallic boxes conforming to UL 886 listed and labeled for use in specific location classification, and with specific hazardous material encountered Conduit entrances shall be integral threaded type

2 05 CABINETS

A Comply with Plans

PART 3 EXECUTION

3 01 INSTALLATION, GENERAL

A Locations Install items where indicated and where required to suit code requirements and installation conditions

B Cap unused knockout holes where blanks have been removed and plug unused conduit hubs

C Sizes shall be adequate to meet current NEC volume requirements, but in no case smaller than sizes indicated

D Remove sharp edges where they may come in contact with wiring or personnel

3 02 APPLICATIONS

A Outlet Boxes and Fittings Install outlet and device boxes and associated covers and fittings of materials and NEMA types for each location in conformance with following requirements unless otherwise noted

1 Interior Dry Locations Sheet steel, NEMA type 1 for flush mounting and feraloy Type FS or FD cast boxes with threaded conduit hubs for surface mounting
2 Locations Exposed to Weather or Dampness Galvanized, cast metal, NEMA Type 3R
3 Wet Locations Stainless Steel, NEMA type 4X enclosures
4 Corrosive Locations Stainless Steel, NEMA type 4X enclosures
5 Hazardous (Classified) Locations NEMA type listed and labeled for location and class of hazard indicated

B Pull and Junction Boxes Install pull and junction boxes of materials and NEMA types suitable for each location

3 03 INSTALLATION OF OUTLET BOXES

A Gasketed Boxes At following locations use cast metal, threaded hub type boxes with gasketed weatherproof covers

1 Exterior locations
2 Where exposed to moisture laden atmosphere
3 Where indicated

B Mounting Mount outlet boxes for switches with long axis vertical or as indicated Mount boxes for receptacles vertically Gang boxes shall be mounted with long axis horizontal

C Cover Plates for Surface Boxes Use plates sized to box front without overlap

D Set boxes in concealed conduit runs, flush with wall surfaces, with or without covers as required

E Set outlet boxes parallel to construction, securely mounted and adjusted to set true and flush with finished surface

F Provide outlet box divider barriers between 277/480 v and 120/240 v devices as required and per current NEC

3 04 OUTLET BOX LOCATIONS

A Locate flush mounted wall boxes in corner of nearest brick or block to keep cutting to minimum

B Location of outlets and equipment as shown on Drawings is approximate and exact location to be verified and shall be determined by

1 Construction or code requirements
2 Conflict with equipment or other trades
3 Equipment manufacturer's drawings

C Minor modification in location of outlets and equipment considered incidental up to distance of 10 ft with no additional compensation, provided necessary instructions given prior to roughing in of outlet

D Mounting heights for devices and equipment to be measured from finished floor to centerline of device unless otherwise noted on Drawings

3 05 INSTALLATION OF PULL AND JUNCTION BOXES

A Box Selection For boxes in main feeder conduit runs, use sizes not smaller than 8-in square by 4-in deep Do not exceed 6 entering and 6 leaving raceways in single box Quantities of conductors (including equipment grounding conductors) in pull or junction box shall not exceed following

| Size of Largest Conductors in Box | Maximum No. of Conductors in Box |
|---|---|
| No 4/0 AWG | 30 |
| 250 MCM | 20 |
| 500 MCM | 15 |
| Over 500 MCM | 10 |

1 Cable Supports Install clamps, grids, or devices to which cables may be secured Arrange cables so they may be readily identified Support cable at least every 30 in inside boxes

2 Size Provide pull and junction boxes for telephone, signal, instrumentation, control, and other systems at least 50% larger than would be required by Article 370 of NEC, or as indicated Locate boxes strategically and provide shapes to permit easy pulling of future wires or cables of types normal for such systems

3 06 INSTALLATION OF CABINETS AND HINGED DOOR ENCLOSURES (Not Applicable)

3 07 GROUNDING

A Electrically ground metallic cabinets, boxes, and enclosures Where wiring to item includes grounding conductor, provide grounding terminal in interior of cabinet, box or enclosure

B Ground in accordance with Section 16452

3 08 CLEANING AND FINISH REPAIR

A Upon completion of installation, inspect components Remove burrs, dirt, and construction debris and repair damaged finish including chips, scratches, abrasions and weld marks

B Galvanized Finish Repair damage using zinc-rich paint recommended by manufacturer

C Painted Finish Repair damage using matching corrosion inhibiting touch-up coating

END OF SECTION

# SECTION 16140
# WIRING DEVICES

PART 1 GENERAL

1 01 SECTION INCLUDES

A Specifications for wiring devices including

1 Receptacles
2 Wall switches
3 Wall plates and cover plates

1 02 REFERENCES

A American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA)
1 NEMA WD1 - General Purpose Wiring Devices
2 NEMA WD6 - Dimensional Requirements

B Federal Specifications (WC-596F)

C American National Standards Institute/National Fire Protection Association (NFPA)

1 NFPA No 70 - National Electrical Code (NEC), Articles 210 Branch Circuits, 250 Grounding and 410, Paragraphs 56, 57 and 58

1 03 SUBMITTALS

A Submit all products covered under this specification for Engineer's approval

1 Manufacturer's product literature and specifications including dimensions, weights, certifications and instructions for handling, storage and installation

1 04 DELIVERY, STORAGE AND HANDLING

A Pack and crate devices to permit ease of handling and protect from damage during shipping, handling and storage

PART 2 P R O D U C T S

2 01 ACCEPTABLE MANUFACTURERS

A Bryant Electric

B Crouse-Hinds, Arrow Hart Division

C Hubbel Inc Wiring Devices Division

D Leviton Manufacturing Company

E Pass & Seymour/Legrand

2 02 MATERIALS AND EQUIPMENT

A Standards Conform to NEMA WD1 for general requirements and NEMA WD6 for dimensional requirements

B Manufacture devices to heavy-duty industrial specification grade with brown nylon bodies (orange for isolated-ground receptacles) back and side wiring provisions and green-colored grounding screws

C Receptacles

1 Duplex-type receptacles Rated 20 amps at 120 volts
2 Contacts Brass or phosphor bronze
3 Receptacle grounding system Extend to the mounting strap unless isolated ground is indicated or required
4 GFI or GFCI (ground fault circuit interrupter) receptacles Provide feed-through type with test and reset button

D Wall Switches

1 Toggle switches Rated 20 amps at 120/277 volts AC rated for both resistive and inductive loads
2 Contacts Silver cadmium oxide construction to prevent sticking, welding and excessive pitting

E Cover Plates

1 In outdoor, corrosive and wet areas, provide cover plates of cast metal, gasketed with spring-loaded hinged covers and stainless steel hardware
2 All other plates Type 302 stainless steel

PART 3 EXECUTION

3 01 PREPARATION

A Verify that device boxes are correctly placed

B Verify that the correct quantity, size and type of wires are pulled to each device box

C Verify that wiring has been checked at both ends

D Prepare wire ends for connection to devices

E Inspect each wiring device for defects

3 02 INSTALLATION

A Install products in accordance with manufacturer's instructions

B Install devices plumb and level

C Install switches with OFF position down

D Install receptacles with grounding pole on top

E Connect wiring device grounding terminal to outlet box with bonding jumper

F Connect wiring devices by wrapping conductors clockwise around screw terminals

G Install cover plates on switch, receptacle and blank outlets in finished areas

H Energize and test devices for proper operation

END OF SECTION

# SECTION 16195
# ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1 01 SUMMARY

A Section Includes

1 Identification of electrical materials, equipment, and installations

1 02 SUBMITTALS

A Submit all products covered under this specification for Engineer's approval

B Product Data

1 Submit for each type of product specified

C Samples

1 Submit for each color, lettering style, and or graphic representation required for identification materials, samples of labels and signs

D Miscellaneous

1 Schedule of identification nomenclature to be used for identification signs and labels

1 03 QUALITY ASSURANCE

A Regulatory Requirements

1 National Electrical Code Components and installation shall comply with NFPA 70

B Comply with ANSI C2

PART 2 PRODUCTS

2 01 RACEWAY AND CABLE LABELS

A Manufacturer's Standard Products Where more than one type is listed for specified application, selection is Installer's option, but provide single type for each application category Use colors prescribed by ANSI A13 1, NFPA 70, or as specified elsewhere

B Conform to ANSI A13 1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway or cable size

1 Color Black legend on orange field
2 Legend Indicates voltage

C Adhesive Labels Preprinted, flexible, self adhesive vinyl Legend is overlaminated with clear, wear and chemical resistant coating

D Pre-tensioned, Wraparound Plastic Sleeves Flexible, preprinted, color coded, acrylic bands sized to suit diameter of line it identifies and arranged to stay in place by pre-tensioned gripping action when placed in position

E Colored Adhesive Tape Self adhesive vinyl tape not less than 3 mils thick by 1 to 2 in wide (0 08 mm thick by 25 to 51 mm wide)

F Underground Line Warning Tape Permanent, bright colored, continuous printed, vinyl tape with following features

1 Size Not less than 6 in wide by 4 mils thick (152 mm wide by 0 102 mm thick)
2 Compounded for permanent direct burial service
3 Embedded continuous metallic strip or core
4 Printed Legend Indicates type of underground line

G Tape Markers Vinyl or vinyl cloth, self adhesive, wraparound type with preprinted numbers and letters

H Aluminum, Wraparound Marker Bands Bands cut from 0 014 in (0 4 mm) thick aluminum sheet, with stamped or embossed legend, and fitted with slots or ears for permanently securing around wire or cable jacket or around groups of conductors

I Plasticized Card Stock Tags Vinyl cloth with preprinted and field printed legends Orange background, except as otherwise indicated, with eyelet for fastener

J Aluminum Faced Card Stock Tags Wear resistant, 18 point minimum card stock faced on both sides with embossable aluminum sheet, 0 002 in (0 05 mm) thick, laminated with moisture resistant acrylic adhesive, and punched for fastener Preprinted legends suit each application

K Brass or Aluminum Tags Metal tags with stamped legend, punched for fastener Dimensions 2 by 2 in (51 by 51 mm) by 0 05 in (1 3 mm)

2 02 ENGRAVED NAMEPLATES AND SIGNS

A Manufacturer's Standard Products Where more than one type is listed for specified application, selection is Installer's option, but provide single type for each application category Use colors prescribed by ANSI A13 1, NFPA 70, or as specified elsewhere

B Engraving stock, melamine plastic laminate, 1/16 in (1 6 mm) minimum thick for signs up to 20 sq in (129 sq cm), 1/8 in (3 2 mm) thick for larger sizes

1 Engraved Legend Black letters on white face
2 Punched for mechanical fasteners

C Baked Enamel Signs for Interior Use Preprinted aluminum signs, punched for fasteners, with colors, legend, and size as indicated or as otherwise required for application 1/4 in (6 4 mm) grommets in corners for mounting

D Exterior, Metal Backed, Butyrate Signs Wear resistant, nonfading, preprinted, cellulose acetate butyrate signs with 0 0396 in (1 mm), galvanized steel backing, with colors, legend, and size appropriate to application 1/4 in (6 4 mm) grommets in corners for mounting

E Fasteners for Plastic Laminated and Metal Signs Self tapping stainless steel screws or No 10/32 stainless steel machine screws with nuts, flat washers and lock washers

2 03 MISCELLANEOUS IDENTIFICATION PRODUCTS

A Cable Ties Fungus-inert, self extinguishing, 1 piece, self locking, Type 6/6 nylon cable ties with following features

1 Minimum Width 3/16 in (5 mm)
2 Tensile Strength 50 lb (22 3 kg) minimum
3 Temperature Range Minus 40° to 185° F (Minus 4° to 85°C)
4 Color As indicated where used for color coding

B Paint Alkyd-urethane enamel Primer as recommended by enamel manufacturer

PART 3 EXECUTION

3 01 INSTALLATION

A Install identification devices according to manufacturer's written instructions

B Install labels where indicated and at locations for best convenience of viewing without interference with operation and maintenance of equipment

C Lettering, Colors, and Graphics Coordinate names, abbreviations, colors, and or designations used for electrical identification with corresponding designations used in Contract Documents or required by codes and standards Use consistent designations throughout Project

D Sequence of Work Where identification is to be applied to surfaces that require finish, install identification after completion of finish work

E Self Adhesive Identification Products Clean surfaces of dust, loose material, and oily films before applying

F Identify feeders over 600 V with "DANGER-HIGH VOLTAGE" in black letters 2 in (51 mm) high, stenciled with paint at 10 ft (3 m) intervals over continuous, painted orange background Identify following

1 Entire floor area directly above conduits running beneath and within 12 in (305 mm) of basement or ground floor that is in contact with earth or is framed above un-excavated space
2 Wall surfaces directly external to conduits concealed within wall
3 All accessible surfaces of concrete envelope around conduits in vertical shafts, exposed in building, or concealed above suspended ceilings
4 Entire surface of exposed conduits

G Install painted identification as follows

1 Clean surfaces of dust, loose material, and oily films before painting

2 Prime Surfaces For galvanized metal, use single component, acrylic vehicle coating formulated for galvanized surfaces For concrete masonry units, use heavy duty,

acrylic resin block filler For concrete surfaces, use clear, alkali resistant, alkyd binder type sealer

3 Apply one intermediate and one finish coat of silicone alkyd enamel

4 Apply primer and finish materials according to manufacturer's instructions

H Identify Raceways and Exposed Cables of Certain Systems with Color Banding Band exposed and accessible raceways of systems listed below for identification

1 Bands Pre-tensioned, snap around, colored plastic sleeves, colored adhesive tape, or combination of both Make each color band 2 in (51 mm) wide, completely encircling conduit, and place adjacent bands of 2 color markings in contact, side by side

2 Locate bands at changes in direction, at penetrations of walls and floors, at 50 ft (15 m) maximum intervals in straight runs, and at 25 ft (7 6 m) in congested areas

3 Colors As follows

a Fire Alarm System Red

b Fire Suppression Supervisory and Control System Red and yellow

c Combined Fire Alarm and Security System Red and blue

d Security System Blue and yellow

e Mechanical and Electrical Supervisory System Green and blue

f Telecommunications System Green and yellow

I Install Caution Signs for Enclosures Over 600 V Use pressure sensitive, self-adhesive label indicating system voltage in black, preprinted on orange field Install on exterior of door or cover

J Install Circuit Identification Labels on Boxes: Label externally as follows

1 Exposed Boxes Pressure sensitive, self adhesive plastic label on cover

2 Concealed Boxes Plasticized card stock tags

3 Labeling Legend Permanent, water proof listing of panel and circuit number or equivalent

K Identify Paths of Underground Electrical Lines During trench backfilling, for exterior underground power, control, signal, and communications lines, install continuous underground plastic line marker located directly above line at 6 to 8 in (150 to 200 mm) below finished grade Where multiple lines installed in common trench or concrete envelope do not exceed an overall width of 16 in (400 mm), use single line marker

1 Install line marker for underground wiring, both direct buried and in raceway

L Color Code Conductors Secondary service, feeder, and branch circuit conductors throughout secondary electrical system

1 Field applied, color coding methods may be used in lieu of factory coded wire for sizes larger than No 10 AWG

a Colored, pressure sensitive plastic tape in half lapped turns for distance of 6 in (150 mm) from terminal points and in boxes where splices or taps are made Apply last 2 turns of tape with no tension to prevent possible unwinding Use 1 in (25 mm) wide tape in colors as specified Adjust tape bands to avoid obscuring cable identification markings.

# SECTION 16012
# ELECTRICAL WORK

## PART 1 GENERAL

### 1 01 DESCRIPTION

A The work shall include providing materials and equipment required for installation of complete and functioning electrical system as specified and as shown on the drawings

B This section is an integral part of all Specification Sections related to electrical, control and instrumentation construction under this contract Conditions of this section are paramount to all other conditions in applicable sections and shall supercede all other conditions and requirements

C Electrical Control and Instrumentation Plans & Specifications are representative of the design intent and may not contain minute details normally associated with normally accepted electrical construction, as described in applicable codes or as described in manufacturer's literature Contractor shall provide all appurtenances normally associated with a particular equipment or device, and as required for a properly operating system

### 1 02 PLANT CONTROL SYSTEM

A The Contractor shall furnish and install a complete electrical system The control system shall include but shall not be limited to all circuit breakers, motor starter, contactors, indicating lights, selector switches, surge supressor, phase failure relays, elapsed time meters, alarm lights and horn, push button, control transformer, interlock wiring, control piping, blocks, valves, nameplates, and all other associated items required to provide a workable system

### 1 03 SUBMITTALS

A Submit all products covered under this specification for Engineer's approval

B Where submittals for a particular equipment, device or material item vary from that specified or shown on plan drawings, and where that item is not specifically noted as acceptable and, where installation of submitted item results in improper or undesirable operation of the system, Contractor shall be liable for removal and/or replacement of that item with the item specified or shown on plan drawings at no additional cost to Owner

### 1 04 CONTRACTORS RESPONSIBILITIES

A Electrical Contractor shall coordinate electrical power, telephone, data or special purpose line installation with utility companies Within 30 days after award of contract, Electrical contractor shall contact utility company and owner and shall request service needed

It is Electrical Contractors sole responsibility to assure that utility company and owner are notified and are kept aware of requirements

B Contractor shall provide all conduit, conductors and termination equipment as needed for utilities and shall coordinate with utility companies for installation requirements and shall provide installation constructed according to the utility company standards whether or not such is shown in detail or plans

C Electrical Contractor shall review all sections of the plans including Civil, Structural, Mechanical, Instrumentation, Process, Architectural, and Electrical and shall note all electrical and/or requirements for devices and equipment shown or implied, and shall provide service accordingly for a complete operating electrical system

D Electrical Contractor shall provide all programming set-up, adjustments and testing of devices or equipment included under this contract unless specifically excluded or unless equipment is not provided by Electrical Contractor

E General Contractor is specifically responsible for coordination of all electrical systems, devices and equipment provided or installed under this contract and shall assure that all requirements by all trades are met such as to insure a complete and operating electrical, control, process or instrumentation system

F Electrical Contractor shall be experienced with all types of electrical systems covered under this contract No work shall be undertaken where Contractor's firm, project supervisors and project electrical workers have not had recent experience in similar projects in area or project location Contractor will be required to furnish proof of experience where requested by Owner or Engineer or their Representatives

G General Contractors Project Manager or his Assistant shall be familiar with types of electrical construction required by this project in order to determine that all subcontractors work in conformance with the plans and specifications

H Contractor shall assure that all systems have been properly installed, adjusted and tested prior to final inspection, unless, Engineer has been duly notified in writing that certain equipments are not ready for final testing and such is acceptable with Engineer

I Contractor shall fully inspect all motors and nameplates, controls, conduit, wiring devices and other items before starting work, ordering materials or submitting shop drawings in order to verify existing conditions are as shown on plans and shall immediately notify Engineer of any discrepancies between plans & specifications and existing conditions Failure to do so may result in responsibility for any required changes in construction

J At completion of project and before final inspection, Contractor shall provide the Electrical Engineer with full size blue prints, red-lined to reflect the "As-Built" electrical installation Any variation from plans shall be shown on each applicable plan sheet

K When work involves modifications or additions to existing plant, Contractor shall make provisions for continuous electrical service thru normal power or standby generator power Where standby generator exists but, will be temporarily out of service during construction, Contractor shall provide substitute generator power for duration of outage In no event shall plant be without operating power or, without standby generator service where generator exists Include all transfer switches, fuel tank, fuel, attendance and appurtenances required for a complete power system as needed for interim plant operation

L Where work involves additions, modification, demolition or renovations to existing facilities, Contractor shall remove, relocate and extend existing installations to accommodate new construction

M Provide electrical circuits to all equipment as required by manufacturer Verify location and characteristics of all equipment shown on plans and in specifications and size circuits

accordingly

PART 2 PRODUCTS

2 01 MATERIALS

A All materials provided under all sections of the specifications shall be new and the standard products of manufacturers regularly engaged in the production of such equipment All materials shall conform to the National Electrical Code and shall be approved and listed by the Underwriters' Laboratories Materials described by manufacturer's name and catalog number are selected to set a definite standard of design and quality to be required There is not any intention to discriminate against a product of another manufacturer which is equally durable in construction, similar in design, and will serve the purpose for which it is intended Within 30 days after award of the contract and before any materials and equipment are placed on order, the Contractor shall submit to the Engineer for approval a complete list including catalog numbers and descriptive matter, of all materials and equipment he proposes to provide

B Materials and equipment specifications are general in coverage and may contain reference to construction items that apply in only particular situations and may not apply as a general rule for materials installed on this project

C Outdoor equipment shall not have exposed devices or controls The outer door shall cover all such items

2 02 PLANS AND SPECIFICATIONS

A Electrical plans and specifications are not intended to discriminate against any particular manufacturer Specific values shown for a particular manufacturers product may vary slightly for another product The Electrical Engineer reserves the right to interpret the electrical specifications and to make judgement as to acceptance of a product, regardless of minute details in the specifications or on the Plans

B Specifications shall be reviewed for applicability of materials under certain conditions and in certain environments and, where not shown otherwise on plan drawings These application directions shall be adhered to

C Where a particular reference on drawing plans does not conform to standard acceptable construction methods for a particular type project, the Contractor shall immediately notify the Engineer and request a clarification before ordering materials or starting construction

D Plans are general in nature and may not show minute details of existing conditions or proposed work Existing conditions may include undocumented buried pipes, conduits and structures that lie in the route, or at location, of equipment or conduit installation required for this project These uncertainties shall be accounted for in the Contractors Bid Contractor shall adjust conduit routes, equipment pads and equipment mountings, as required, for a satisfactory installation for the conditions imposed and at no additional cost to the Owner

E Where Civil Site Plan Drawings are included in the construction plans, scale only the Civil drawings for material take off purposes Electrical site plan drawings shall only be scaled when "Scalable Drawing" appears on the drawing sheets

PART 3 EXECUTION

3 01 WORKMANSHIP

All wiring shall be installed in accordance with current NEC and local codes Conduits exposed to the weather shall be rigid galvanized steel (RGS) or, as noted on plans Conduit placed underground shall be schedule 40 PVC or, as noted on plans Field select routing of conduits to avoid underground piping, conduit or structures that may be shown on plans Adjust route of electrical conduits and ductbanks below proposed or existing buried piping Provide minimum 24" clearance vertically and horizontally This work shall be performed in a satisfactory manner and at no additional cost to Owner

A fish wire shall be left in all conduits in which the permanent wiring is not installed

All fixtures, switch, and receptacle locations shall be approved by Engineer

Refer to other sections of this specification for controls Under this section of the specifications, the Contractor shall install the control devices and provide control wiring switches, outlet boxes, and shall make all final connections Control wiring and interlocks shall conform to wiring diagrams furnished by equipment manufacturers

The Contractor shall provide services of his Engineer or a factory trained technician to instruct plant operating personnel for a period of at least one (1) full day after completion of the contract work

3 02 EXCAVATION AND BACKFILL

All underground conduits shall be buried to a minimum depth of 24-inches below finished grade All trenches shall be uniform width and shall be backfilled and compacted to 95% that of original density Any damage to underground conduits caused by other Contractors shall be repaired by this Contractor and shall be compensated accordingly by the party or parties responsible for the damage

3 03 CLEAN UP

The Contractor shall upon completion of the work, remove all materials, empty containers, and any other materials that are not incorporated into the work

END OF SECTION

# SECTION 16110
# RACEWAYS

PART 1 GENERAL

1 01 SUMMARY

A Section includes

1 Raceways

a Galvanized rigid steel conduit (GRS)
b Rigid Aluminum Conduit (RAC) (Not Applicable)
c Polyvinyl chloride (PVC) externally coated galvanized rigid steel conduit (CGRS)
d Flexible metal conduit (FMC)
e Liquidtight flexible metal conduit (LFMC)
f Rigid nonmetallic polyvinyl chloride conduit (PVC)
g Wireway (WW)
h Surface raceways (SR)

1 02 DEFINITIONS

A Underfloor Conduits

1 Conduits which run underground within perimeter of building walls under building floor This may consist of one conduit, or several conduits grouped together

B Duct Bank Conduits

1 Conduits which run under ground outside perimeter of building walls, This may consist of one conduit, or several conduits grouped together

C Underground Conduits

1 Underground conduits are both underfloor conduits and duct bank conduits

1 03 SUBMITTALS

A Submit all products covered under this specification for Engineer's approval

B Submittals are not required if Contractor supplies materials or equipment of specified or named manufacturers If Contractor proposes substitutions to material or equipment of specified or named manufacturers, submittals identified below are required

1 04 QUALITY ASSURANCE

A Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL)

1 Term "NRTL" shall be as defined in OSHA Regulation 1910 7
2 Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100

B Regulatory Requirements

1 National Electrical Code Components and installation shall comply with NFPA 70

C Comply with NECA "Standard of Installation "

PART 2 PRODUCTS

2 01 METAL CONDUIT AND TUBING

A Galvanized Rigid Steel Conduit ANSI C80 1

B Rigid Aluminum Conduit ANSI C80 5

C Plastic-Coated Steel Conduit and Fittings NEMA RN 1

D Flexible Metal Conduit Zinc-coated steel

E Liquidtight Flexible Metal Conduit Flexible steel conduit with PVC jacket

2 02 NONMETALLIC CONDUIT

A Rigid Nonmetallic Polyvinyl Chloride (PVC) Conduit NEMA TC 2, Schedule 40 or 80 PVC

B PVC Conduit Fittings NEMA TC 3, match to conduit type and material

2 03 FITTINGS

A Fittings for steel conduits

1 Cast aluminum or malleable iron with galvanized finish
2 Synthetic inserts for sealing or insulation as required
3 Comply with ANSI C80 4
4 Comply with NEMA FB 1, compatible with conduit materials

B Conduit bodies

1 Malleable iron with galvanized finish

C Fittings for liquidtight flexible metal conduit

1 Insulated throat type
2 One piece sealing "O" rings with connectors when entering boxes or enclosures

2 04 WIREWAYS

A Material Sheet metal sized and shaped as indicated

B Fittings and Accessories Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireway as required for complete system

C Select features where not otherwise indicated, as required to complete wiring system and to comply with current NEC

D Wireway Covers

1 Hinged type for dry locations
2 Bolted cover with gasket for wet locations

E Finish Manufacturer's standard enamel finish unless other wise noted

2 05 SURFACE RACEWAY

A Types, sizes, and channels as indicated and required for each application, with fittings that match and mate with raceway

B Surface Metal Raceway Galvanized steel with snap-on covers Finish with manufacturer's standard prime coating suitable for painting or coating

2 06 RACEWAY/DUCT SEALING COMPOUND

A Non-hardening, putty-like consistency workable at temperatures as low as 35°F

B Compound shall not slump at temperature of 300°F and shall readily adhere to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals

PART 3 EXECUTION

3 01 EXAMINATION

A Examine surfaces to receive raceways, wireways, and fittings for compliance with installation tolerances and other conditions affecting performance of raceway system

B Coordinate layout and installation of raceway and boxes with other construction elements to ensure adequate headroom, working clearance, and access

3 02 WIRING METHODS

A Outdoors, Damp or Wet Locations Use following wiring methods unless otherwise noted on Drawings

1 Exposed Galvanized rigid steel
2 Concealed Galvanized rigid steel
3 Underground Power, Single Run Rigid nonmetallic (PVC) conduit

a Concrete encased except for area lighting branch circuits or as otherwise noted on Drawings

4 Underground Power, Grouped Rigid nonmetallic (PVC) conduit

a Concrete encased

5 Underground Shielded Instrumentation Cables, Single Run or Grouped Galvanized rigid steel

a Concrete encased

6 Connection to Vibrating Equipment (including transformers and hydraulic, pneumatic, or electric solenoid or motor-driven equipment) Liquidtight flexible metal conduit

B Indoor Dry Locations Use following wiring methods unless otherwise noted

1 Connection to Vibrating Equipment (including transformers and hydraulic, pneumatic, or electric solenoid or motor-driven equipment) Flexible metal conduit
2 Steel conduit
3 Exposed Galvanized rigid steel conduit
4 Concealed Electrical metallic tubing

C Unless specifically indicated otherwise on Drawings, use galvanized rigid steel for general wiring

D Encase galvanized rigid steel conduits installed underground in at least 3 in of concrete PVC conduit may be used without encasing in concrete for underfloor conduit or where specifically indicated on Drawings

1 Underground conduit shall be minimum of 1 in , buried at depth of not less than 24 in below grade
2 Provide conduits or ducts terminating below grade with means to prevent entry of dirt and moisture

E In precast areas, run conduits in insulation space or in floor topping without crossing conduits, using 3/4 in maximum conduit size

F Raceways Embedded in Slabs Install in middle third of slab thickness where practical, and leave at least 1 inch (25 mm) concrete cover

1 Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement
2 Space raceways laterally to prevent voids in concrete
3 Run conduit larger than 1-in trade size parallel to or at right angles to main reinforcement and spaced on center of at least 3 times conduit trade dia with minimum 2 in concrete covering
4 When at right angles to reinforcement, place conduit close to slab support

G Install nonferrous conduit for circuits operating above 60 Hz Where aluminum raceway is installed for such circuits and it passes through concrete, install in nonmetallic sleeve

1 Do not install aluminum conduit embedded in or in contact with concrete

3 03 SURFACE METAL RACEWAY

A Install separate green ground conductor in raceway from junction box supplying raceway to receptacle or fixture ground terminals

B Select each surface metal raceway outlet box to which lighting fixture is attached to be of sufficient diameter to provide seat for fixture canopy.

C Where surface metal raceway is used to supply fluorescent lighting fixture having central stem suspension with backplate and canopy (with or without extension ring), backplate and canopy will serve as outlet box and no separate outlet box need be provided

D Provide surface metal raceway outlet box, in addition to backplate and canopy, at feed-in location of each fluorescent lighting fixture having end stem suspension

E Where surface metal raceway extension is made from an existing outlet box on which lighting fixture is installed (provide a backplate slightly smaller than fixture canopy), no additional surface mounted outlet box need be installed

3 04 INSTALLATION

A Conceal raceways by enclosing within finished walls, ceilings, and floors, unless otherwise indicated

B Install two spare 1-in conduits from top of each flush mounted panelboard to area above ceiling for future use On flush mounted panelboards located on first and higher level floors, provide two spare 1-in conduits from bottom of panelboard to ceiling area of floor below for future use

C Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot water pipes Install horizontal raceway runs above water and steam piping

D Install raceways level and square and at proper elevations Provide adequate headroom

E Complete raceway installation before starting conductor installation

F Support raceway with approved methods

G Use temporary closures to prevent foreign matter from entering raceway

H Run concealed raceways with minimum of bends in shortest practical distance considering type of building construction and obstructions, except as otherwise indicated

I Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow surface contours as much as practical

1 Mount exposed horizontal runs as high above floor as possible, and in no case lower than 7 feet above floors, walkways, or platforms in passage areas
2 Run parallel or banked raceways together, on common supports where practical
3 Make bends in parallel or banked runs from same center line to make bends parallel Use factory elbows only where they can be installed parallel, otherwise, provide field bends for parallel raceways

J Join raceways with fittings designed and approved for purpose and make joints tight

1 Make raceway terminations tight Use bonding bushings or wedges at connections subject to vibration Use bonding jumpers where joints cannot be made tight
2 Use insulating bushings to protect conductors

K Tighten set screws of threadless fittings with suitable tool

L Terminations Where raceways are terminated with locknuts and bushings, align raceway to enter squarely, and install the locknuts with dished part against the box Use two locknuts, one inside and one outside the box Use insulating bushings Provide insulated grounding bushings to terminate ground wire

M Where terminating in threaded hubs, screw raceway or fitting tight into the hub so the end bears against the wire protection shoulder Where chase nipples are used, align the raceway so the coupling is square to box, and tighten chase nipple so no threads are exposed

N Install pull wires in empty raceways Use monofilament plastic line having not less than 200-lb (90 kg) tensile strength Leave not less than 12 inches (300 mm) of slack at each end of pull wire

O Telephone and Signal System Raceways 2-Inch Trade Size and Smaller In addition to above requirements, install in maximum lengths of 150 feet (45 m) and with maximum of two 90-deg bends or equivalent Install pull or junction boxes where necessary to comply with these requirements

P PVC Externally Coated Galvanized Rigid Steel Conduit Use only fittings approved for use with that material Patch nicks and scrapes in PVC coating after installing conduit

3 05 CONDUIT STUB-UPS

A Protect stub-ups from damage where conduits rise through floor slabs Arrange so curved portion of bends is not visible above finished slab

B Transition under floor conduit to galvanized rigid steel conduit, before rising above floor Wrap with plastic tape to provide 40 mil thick cover to height of 6 in above floor C Stub-Up Connections Extend conduits for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs, and set flush with finished floor Extend conductors to equipment with rigid steel conduit, flexible metal conduit may be used starting at 6 inches (150 mm) above floor Where equipment connections are not made under this Contract, install screwdriver-operated threaded flush plugs, flush with floor

3 06 CONDUIT BENDS

A Make bends and offsets so inside diameter is not reduced Unless otherwise indicated, keep legs of bend in same plane and straight legs of offsets parallel

B Provide NEMA standard conduit bends, except for conduits containing 5 kV and 15 kV cables

C Provide large radius conduit bends for conduits containing 5 kV and 15 kV cables as follows

| Conduit Trade Size | Bend Radius |
|---|---|
| 2" - 2 ½" | 24" |
| 3" - 4" | 36" |
| 5" - 6" | 48" |

1 Where physical limitations do not permit use of above, conduit bends with radius of at 8 times diameter of largest cable passing through conduit may be used

3 07 FLEXIBLE CONNECTIONS

A Use maximum of 6 feet (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures

B Terminate conduits at motor terminal boxes, motor operated valve stations or pipe-mounted instruments and other equipment subject to vibration with maximum of 3 feet (915mm) liquidtight flexible metal conduit, unless other wise shown on Drawings

C Use liquidtight flexible conduit in wet or damp locations

D Install separate ground conductor inside flexible conduit connections

3 08 FITTINGS

A Install raceway sealing fittings according to manufacturer's written instructions Locate fittings at suitable, approved, accessible locations and fill them with UL-listed sealing compound Install raceway sealing fittings at following points and elsewhere as indicated

1 Where conduits enter or leave hazardous locations
2 Where conduits pass from warm locations to cold locations, such as boundaries of refrigerated spaces and air-conditioned spaces
3 Where otherwise required by current NEC

B Use raceway fittings compatible with raceway and suitable for use and location For GRS, use threaded galvanized rigid steel conduit fittings, except as otherwise indicated

C Install automatic breather drain fittings according to manufacturers written instructions Locate fittings to drain conduit system and prevent condensate from entering device enclosures Install automatic breather drain fittings at following points and elsewhere as indicated

1 Where vertical seals are installed
2 Low points in conduit system
3 Below field instruments at junction of flexible and rigid conduit
4 Where otherwise required by current NEC

D Install wall entrance seal as dictated by application where conduits pass through foundation walls below grade

E Install conduit expansion fittings complete with bonding jumper in following locations

1 Conduit runs crossing structural expansion joint
2 Conduit runs attached to two separate structures
3 Conduit runs where movement perpendicular to axis of conduit may be encountered

F Where conduit passes from inside of building to outdoors, it shall be firmly packed at fitting nearest wall line with Johns-Manville Duxseal to depth of at least one inch after wires and cables are pulled in, or, if conduit enters directly into equipment, it shall be fitted with seal and drain fitting to prevent water entering equipment

3 09 GROUNDING

A Provide grounding connections for raceway, boxes, and components as indicated and instructed by manufacturer Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL 486A

B Ground in accordance with Section 16452

3 10 PROTECTION

A Provide final protection and maintain conditions, in manner acceptable to manufacturer and Installer, to ensure that coatings, finishes, and cabinets are without damage or deterioration at Substantial Completion

1 Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer
2 Repair damage to PVC or paint finishes with matching touch-up coating recommended by manufacturer

3 11 CLEANING

A Upon completion of installation of system, including outlet fittings and devices, inspect exposed finish Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions

END OF SECTION

# SECTION 16111
# CONDUIT, FITTINGS AND BODIES

PART 1 GENERAL

1 01 SECTION INCLUDES

A Specification for conduit, fittings and bodies

1 02 REFERENCES

A American National Standards Institute (ANSI)

1 ANSI C80 1 Rigid Steel Conduit - Zinc Coated
2 ANSI C80 4 Fittings for Rigid Metal Conduit

B Federal Specifications

1 W-C-58C Conduit Outlet Boxes, Bodies Aluminum and Malleable Iron
2 W-C-1094 Conduit and Conduit Fittings Plastic, Rigid
3 WW-C-566C Flexible Metal Conduit
4 WW-C-581D Coatings on Steel Conduit

C National Electrical Manufacturers Association (NEMA)

1 NEMA RN1 Polyvinyl-Chloride Externally Coated Galvanized Rigid Steel Conduit and Electrical Metallic Tubing
2 NEMA TC2 Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80)
3 NEMA TC3 PVC Fittings for Use with Rigid PVC Conduit and Tubing

D National Fire Protection Association (NFPA), ANSI/NFPA 70 - National Electrical Code (NEC)

E Underwriters' Laboratories (UL)

1 UL 1 Flexible Metal Electrical Conduit
2 UL 6 Rigid Metal Electrical Conduit
3 UL 514B· Fittings for Conduit and Outlet Boxes
4 UL 651 Schedule 40 and 80 Rigid PVC Conduit
5 UL 651A Type EB and A Rigid PVC Conduit and HDPE Conduit
6 UL 886 Electrical Outlet Boxes and Fittings for Use in Hazardous Locations

1 03 SUBMITTALS

A Submit all products covered under this specification for Engineer's approval

1 Manufacturer's cut sheets, catalog data, with selected products clearly marked
2 Installation, terminating and splicing procedure
3 Instruction for handling and storage
4 Dimensions and weight

1 04 QUALITY ASSURANCE

A Tests

1 Rigid steel conduit shall pass the bending, ductility, and thickness of zinc coating tests described by ANSI C80 1
2 Flexible conduit shall pass the tension, flexibility, impact, and zinc coating test described by UL 1
3 Nonmetallic conduit and fittings shall pass the test requirements of NEMA TC2, UL 651 and 651A and Federal Specification W-C-1094A

1 05 DELIVERY STORAGE AND HANDLING

A Package conduit in 10-foot bundles maximum with conduit and coupling thread protectors suitable for indoor and outdoor storage Package fittings in manufacturer's standard quantities and packaging suitable for indoor storage Package plastic-coated rigid conduit, fittings, and bodies in such a manner as to protect the coating from damage during shipment and storage

B Store conduit above ground on racks to prevent corrosion and entrance of debris

C Protect plastic conduit from sunlight

PART 2 PRODUCTS

2 01 ACCEPTABLE MANUFACTURERS

A Rigid Steel Conduit

1 Allied Tube and Conduit
2 Triangle Wire and Cable, Inc
3 Wheatland Tube Company

B PVC Coated Steel Conduit

1 Occidental Coating Company (O-Cal Blue)
2 Robroy Industries, Inc (Rob-Roy Red)

C PVC Rigid Conduit

1 Cantex
2 Carlon Industries, Inc
3 Robroy Industries, Inc

D Conduit Fittings and Bodies

1 Appleton Electric
2 Crouse-Hinds
3 Killark Electric Manufacturing Company
4 O-Z/Gedney

E Liquidtight Flexible Conduit

1 Anamet, Inc
2 Electriflex Company
3 Triangle Wire and Cable, Inc

2 02 MATERIALS AND EQUIPMENT

A Design Conditions Use electrical conduit, fittings, and bodies designed for service in areas as specified within this section to form a continuous support system for power, control, and instrument cables

B Conduit and Fittings

1 Rigid Steel Conduit and Fittings

a Rigid steel conduit, rigid steel conduit bends, nipples, and bodies shall be hot-dipped galvanized and shall comply with the latest ANSI C80 1, UL 6, Federal Specification WW-C-581D, and NEC Article 346-15
b Mild steel tubing shall be used for conduit, nipples, and couplings, and shall be free of defects on both the inner and outer surfaces
c Fittings, bodies, and covers for rigid steel conduit shall be steel or cast-iron and shall comply with ANSI C80 4, UL 514B, and Federal Specification W-C-58C

2 PVC-Coated Rigid Steel Conduit and Fittings

a PVC-coated conduit, fittings, bodies, and covers shall conform to NEMA RN1 (Type A) Rigid steel galvanized conduit and fittings before coating shall conform to Federal Specification WW-C-581D, ANSI C80 1, and UL 6 Conduit bodies shall conform to UL 514B and Federal Specification W-C-58C Provide sufficient coating for touch up after installation
b PVC-coated couplings shall be of the ribbed type
c Condulet covers shall have encapsulated stainless steel thumb screws
d Condulets and covers shall be of mallable iron or feraloy material before coating
e PVC coating shall be a minimum of 2 mil thickness on the interior of the conduit and the interior of fittings, condulets, covers and bodies

3 Flexible and Liquidtight Flexible Metal Conduit and Fittings

a Use liquidtight flexible metal conduit manufactured in accordance with UL 1 and Federal Specification WW-C-566C
b Fittings used with liquidtight flexible metal conduit shall be the PVC- coated type and of such design as to thoroughly ground the conduit to the fittings, and through it to the box or enclosure to which it is attached
c Flexible couplings and fittings for use in hazardous areas shall comply with UL 886, NEC Article 501-4 (a&b), and Federal Specification W-C-586C

4 PVC Conduit and Fittings Use PVC conduit, bends, and fittings, which comply with NEMA TC2, W-C-A, and NEC Article 347-17 for above ground and underground installation Conduit shall be schedule 80

PART 3 EXECUTION

3 01 PREPARATION

A Confirm submittal of shop drawing with conduit and conduit fitting, sizes, types and routing shown

B Ensure that the conduit system to be installed is sized properly for the cable and wire requirements

C Verify the actual physical conduit route from the conduit plan drawings and prepare the conduit support system

D Verify the equipment locations to which the conduit will be connected and determine detail requirements for connections

3 02 INSTALLATION

A Install PVC-coated conduits in all outdoor locations, inside valve vaults, in wet well slabs, and in corrosive and wet environments

B Install rigid galvanized steel (RGS) conduits in dry inside locations only

C Install PVC conduits in duct banks For stub-ups, use PVC-coated rigid steel elbows

D Run exposed conduit parallel or perpendicular to walls, ceilings or main structural members Group multiple conduits together where possible Do not install conduit where it interferes with the use of passageways, doorways, overhead cranes, monorails, equipment removal areas or working areas In no case shall conduit routing present a safety hazard or interfere with normal plant operating and maintenance procedures. Maintain a minimum overhead clearance of 8'-0" in passageways

E Installation and support of conduit shall be from steel or concrete structures in accordance with the standard detail drawings Furnish necessary conduit straps, clamps, fittings and support for the conduit in accordance with the standard details and consistent with the grade and type of conduit being installed

F Identify conduit at termination points like MCC, light fixtures, control panels, receptacles, and junction boxes

G Not more than 3 equivalent 90 degree bends will be permitted between outlets Provide bonded expansion fittings at building expansion joints

H Install conduit runs so that they are mechanically secure, mechanically protected from physical harm, electrically continuous, and neat in appearance The interiors of conduit shall provide clean, smooth raceways through which conductors may he drawn without damage to the insulation Make threaded connections wrench tight

I Cut conduit square with a power saw or a rotary type conduit cutter designed to leave a flat face Do not use plumbing pipe cutters for cutting conduit Ream the cut ends of conduit with a reamer, designed for the purpose to eliminate rough edges and burrs Cut threads with standard conduit dies providing 3/4-inch taper per foot, allowing the proper length so that joints and terminals may be made up tight and the ends of the conduit not deformed Keep

dies sharp and use a good quality threading oil continuously during the threading operation Remove metal cuttings and oil from the conduit ends after the threads are cut and paint threads before connections are made Use zinc rich, brush-on compound on the threads of steel conduit before connections are made Use only tools specifically made for bending and installing PVC-coated or PVC conduit when installating these materials

J Use strap wrenches only to tighten joints in plastic coated rigid steel conduit Replace all conduit and fittings with damage to the plastic coating, such as cuts, nicks and threader chuck jaw marks

K Make up changes in direction of conduit using elbows or fittings Do not use pull boxes to make direction changes unless specifically designated otherwise

L Field fabricated bends shall be free of indentations or elliptical sections The radius of the bend shall not be less than 6 times the smallest diameter of the raceway

M Protect all conduit terminations from mechanical injury Prevent the entry of moisture and foreign mater into the conduit system by properly capping terminations

N Avoid trapped runs of conduit, if possible When they are necessary, provide drainage using a "tee" condulet equipped with a drain Conduit is likely to pass through areas with a temperature differential of 20 degrees F or more Seal penetrations with a proper seal fitting at the wall or barrier between such areas For conduit passing through walls separating pressurized areas from non-pressurized areas, install sealing fittings at the wall on the non-pressurized side

O Fit conduit crossing building or structure expansion joints with approved expansion fittings, except that fittings will not be required when conduit crossing an expansion joint is supported on trapeze hangers in such a way that at no time will the conduit be under stress due to expansion Install bonding jumpers around expansion joint fittings

P Where conduit terminates in sheet metal enclosures and where no threaded hubs are provided, fit the conduit with double locknuts and bushings Sheet metal enclosures located outside or in any other wet, damp or corrosive areas shall be furnished with threaded hubs Restrict side penetrations to the lower one third of the enclosure

Q Provide flexible metallic conduit where necessary to allow for movement or to localize sound or vibration, at transformers, at motors and any other rotating equipment unless shown otherwise on Drawings

R Seal openings or holes where conduits pass through walls or floors When conduits are passing through a firewall or fire-rated floor into different rooms, cabinets, or enclosures, use a fire-rated seal as shown in the typical detail included in the Drawings Certain walls, as indicated on the Drawings, require environmental (air-tight) seals, seal as shown

S Install explosion-proof seals in conduit runs crossing or entering a hazardous classified area, as shown on Drawings Install type CSBE removable sealing fittings to seal pump cables in the wet well and at the first junction box outside the well

T Unless otherwise indicated on the Drawings, install expansion fittings every 300 feet within a straight conduit run and where conduit crosses building expansion joints, using bonding straps to ensure ground continuity

U Parallel runs of conduit may be supported by structural steel racks When two or more racks are arranged one above the other, provide vertical separation of not less than 12 inches between racks, unless otherwise indicated on the Drawings Space conduits on the racks at least enough to provide 1/4-inch clearance between hubs on adjacent conduits at terminations and to allow room for fittings

V Fill conduit racks no more than 75 percent of their capacity, providing usable space for future conduit To ensure this, conduits leaving the rack horizontally shall be offset up or down so that future conduits may be installed in the space remaining Construct conduit racks to permit access for wire or cable pulling at all pull points, even when future conduits are added to fill the racks

W Where conduit racks are supported on rods from beam clamps or by some other non-rigid suspension system, install rigid supports at no more than 50-foot intervals to give lateral stability to the rack

X Conduit racks or hangers must in no way interfere with machinery (or its operation), piping, structural members, process equipment, or access to anticipated future equipment Refer to architectural, structural, equipment layout and piping drawings to ensure that this requirement is met Label high voltage conduit with the circuit phase-to-phase voltage by means of a firmly attached tag or label of approved design at each conduit termination, on each side of walls or barriers pierced and at intervals not exceeding 200 feet along the entire length of the conduit

Y Support conduit sizes 2 inches and larger at spacings not exceeding 10 feet and conduit sizes 1-1/2 inches and smaller at spacings not exceeding 8 feet

Z The means of fastening conduit to supports shall be by one hole malleable iron conduit straps secured by wood screws to wood and by bolts with expansion anchors to concrete or masonry, by "Korn" clamps or U-bolts to other surfaces Use "clamp backs" when strapping conduits to walls, column faces, or other such surfaces

AA Support conduit runs with conduit clamps, hangers, straps and metal framing channel attached to structural steel members Conduits of 1-1/2 inch size or less may be supported by one-hole conduit straps on concrete, tile or steel work, but for larger size conduit, use 2-hole straps Use clamps of galvanized malleable iron for rigid galvanized conduit and PVC-coated or stainless steel for PVC-coated conduit Metal framing channel straps used for PVC-coated conduit shall be type 3/16 stainless steel

AB Install conduits supported from building walls with at least 1/4-inch clearance from the wall to prevent the accumulation of dirt and moisture behind conduit

AC Size and space embedded conduits in structural slabs in accordance with the Uniform Building Code Conduits should occupy no more than one-third the thickness of the slab and should not be closer than 3 times the largest diameter on center without additional reinforcement

END OF SECTION

# SECTION 16120
# 600-VOLT BUILDING WIRE AND CABLE

PART 1 GENERAL

1 01 SECTION INCLUDES

A Specifications for 600-volt building wire and cable

1 02 REFERENCES

A American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA 70 - National Electrical Code (NEC), Article 310 - Conductors for General Wiring

B Underwriter's Laboratories (UL)

1 UL 83 Thermoplastic Insulated Wires and Cables
2 UL 1063 Machine Tool Wires and Cables

C American Society for Testing and Materials (ASTM)

1 ASTM B3 Soft or Annealed Copper Wires
2 ASTM B8 Concentric-Lay-Stranded Copper Conductors, Hard, Medium Hard, Soft

D Insulated Cable Engineers Association (ICEA), ICEA S-61-402 Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy (NEMA WC-5)

1 03 SUBMITTALS

A Submit the following for Engineer's approval

1 Manufacturer's cut sheets and catalog data
2 Instruction for handling and storage
3 Dimensions and weight

1 04 QUALITY ASSURANCE

A Tests Cable shall meet all the requirements of Part 6 of ICEA S-61-402

1 05 DELIVERY, STORAGE, AND HANDLING

A Ship wire and cable on manufacturer's standard reel sizes unless otherwise specified Where cut lengths are specified, mark reel footage accordingly Each reel shall contain one continuous length of cable
Provide impact protection by wood lagging or suitable barrier across the traverse of the reel Provide moisture protection by using manufacturer's standard procedure or heat shrinkable self-sealing end caps applied to both ends of the cable

PART 2 PRODUCTS

2 01 ACCEPTABLE MANUFACTURERS

A American Insulated Wire Corporation

B Carol Cable Company, Inc

C General Cable Company

D Okonite Company

E Rome Cable Company

F Triangle Wire and Cable, Inc

G Service Wire Company

2 02 MATERIALS AND EQUIPMENT

A Design Provide cable designated as THWN/THHN or XHHW single conductor type and UL 83 and UL 1063 listed, rated 600 volts and certified for continuous operation at maximum conductor temperature of 90 degrees C in dry locations and 75 degrees C in wet locations while installed in underground duct, conduit or in control panels (MTW)

B Conductors Provide conductors which are Class B, concentric stranded, annealed un-coated copper with physical and electrical properties complying with ASTM B3 and B8 and Part 2 of ICEA S-61-402

C Insulation Each conductor shall be PVC insulated and nylon jacketed to meet the requirements of Part 3 of ICEA S-61-402 The insulation thickness shall match the dimensions listed in NEC Table 310-13 for type THHN and THWN wire

D Wire Marking

1 Wire marking shall be in accordance with NEC Article 310-11 and shall be printed on the wire insulation at 2-foot intervals
2 The printing method used shall be permanent and the color shall sharply contrast with the jacket color

E The single conductor color coding shall be as follows

| System Voltage | A | B | C | Neutral |
|---|---|---|---|---|
| 120/240 Volt 1Ph/3w | Black | Red | | White |
| 120/208 Volt 3Ph/4w | Black | Red | Blue | White |
| 120/240 Volt 3Ph/4w | Black | Orange | Blue | White |
| 277/480 Volt 3Ph/4w | Brown | Purple | Yellow | Grey |
| | | | | |
| Motor Control | 1 | Black | | |
| | 2 | Red | | |
| | 3 | Blue | | |
| | | | | |
| Ground | Green | | | |

PART 3 EXECUTION

3 01 PREPARATION

A Complete the cable raceway systems and underground duct banks before installing cables

B Verify sizing of raceways and pullboxes to ensure proper accommodation for the cables

C Check the length of the cable raceway system against the length of cable on the selected reel

D Clean conduits of foreign matter before cables are pulled

3 02 INSTALLATION

A Wiring Methods

1 Use wiring methods indicated on the Drawings
2 In general, use THHN/THWN or XHHW building wire for lighting, power and control wiring were conductors are enclosed in raceways such as above ground conduit system, underground duct banks, or inside control panels
3 Do not use solid conductors
4 Use conductors not smaller than No 12 AWG stranded for lighting circuits
5 Use conductors not smaller than No 14 AWG for control circuits, except when part of a multiconductor cable or internal panel wiring
6 In general, do not splice conductors unless approved by the Engineer
7 Splices associated with taps for lighting and control circuits are allowed without approval
8 Make splices in accessible junction boxes
9 Use wire nuts with insulated caps for lighting wiring splices Splice control circuit with insulated crimp connectors

B Single Conductor in Conduit and Ductbank

1 Install cables in accordance with the manufacturer's instructions and NEC Chapter 3 - Wiring Methods and Materials Do not exceed maximum wire tension, maximum insulation pressure and minimum bending radius
2 Pull cables into conduits using adequate lubrication to reduce friction Lubricants must not be harmful to the conductor insulation

C Single Conductor in Cable Tray

1 Do not install single conductor building wire and cable in cable tray

D Preparation for Termination

1 Make 600-volt power cable terminations and splices with heat shrinkable sleeves and seals
2 Terminal lugs and connectors for all sizes of conductors shall be crimp-on type
3 For size 1/0 AWG and larger, crimp-on lugs shall have the long barrel with 2-hole tongues except in places where termination space is limited

E Tests

1 In general, test insulation integrity of the wiring system before terminating
2 Make sure to disconnect sensitive electronic equipment before testing insulation
3 Use a 500 VDC megohmmeter and perform the wire system insulation test in accordance with the operating instructions

F Termination

1 After the 600-volt wiring system has been tested with satisfactory results, reconnect wire

END OF SECTION

# SECTION 16135
# CABINETS, BOXES, AND FITTINGS

PART 1 GENERAL

1 01 SUMMARY

A Section Includes

1 Outlet and device boxes
2 Pull and junction boxes
3 Floor boxes and service fittings
4 Cabinets
5 Hinged door enclosures
6 Boxes and fittings for hazardous locations

B Conduit-body-type electrical enclosures and wiring fittings are specified in Section 16110

1 02 REFERENCES

A American Society for Testing and Materials (ASTM)

1 ASTM A167-91 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip

B Underwriter's Laboratory (UL)

1 UL 50-88 - UL Standard for Safety Cabinets and Boxes
2 UL 514A-91 - UL Standard for Safety Metallic Outlet Boxes
3 UL 514B-89 - UL Standard for Safety Fittings for Conduit and Outlet Boxes
4 UL 886-85- UL Standard for Safety Outlet Boxes and Fittings for Use in Hazardous (Classified) Locations

C National Electrical Manufacturer's Association (NEMA)

1 NEMA ICS 6-88 - Enclosures for Industrial Control and Systems
2 NEMA OS 1-89 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports
3 NEMA 250-85- Enclosure for Electrical Equipment (1,000 v maximum)

1 03 DEFINITIONS

A Cabinets Enclosure designed either for surface or for flush mounting and having frame, or trim in which door or doors may be mounted

B Device Box Outlet box designed to house receptacle device or wiring box designed to house switch

C Enclosure Box, case, cabinet, or housing for electrical wiring or components

D Hinged Door Enclosure Enclosure designed for surface mounting and having swinging doors or covers secured directly to and telescoping with walls of box

E Outlet Box Wiring enclosure where current is taken from wiring system to supply utilization equipment

F Wiring Box Enclosure designed to provide access to wiring systems or for mounting of indicating devices or of switches for controlling electrical circuits

1 04 SUBMITTALS

A Submit all products covered under this specification for Engineer's approval

B Product Data Submit for cabinets and enclosures with classification higher than NEMA 1

C Shop Drawings· Submit to Engineer for approval

1 05 QUALITY ASSURANCE

A Items provided under this section shall be listed and labeled by UL or other Nationally Recognized Testing Laboratory (NRTL) Term

1 Term"NRTL" shall be as defined in OSHA Regulation 1910 7
2 Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100

B Regulatory Requirements

1 National Electrical Code Components and installation shall comply with NFPA 70

PART 2 PRODUCTS

2 01 CABINETS, BOXES, AND FITTINGS, GENERAL

A Electrical Cabinets, Boxes, and Fittings Of indicated types, sizes, and NEMA enclosure classes Where not indicated, provide units of types, sizes, and classes appropriate for use and location Provide items complete with covers and accessories required for intended use Provide gaskets for units in damp or wet locations

2 02 MISCELLANEOUS MATERIALS AND FINISHES

A Fasteners for General Use Corrosion resistant screws and hardware including cadmium and zinc plated items

B Fasteners for Damp or Wet Locations Stainless steel screws and hardware

C Fittings for Boxes, Cabinets, and Enclosures Conform to UL 514B Malleable iron or zinc plated steel for conduit hubs, bushings and box connectors

D Finishes

1 Exterior Finish Gray baked enamel for items exposed in finished locations except as otherwise indicated
2 Interior Finish Where indicated, white baked enamel

# AGENDA ITEM #15

# 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
MAR 27 2012
GALVESTON COUNTY JUDGE

March 19, 2012

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax 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 |
|---|---|---|
| 2965-0031-0001-001 | $ 2,553 01 | Duplicate Payment |
| 8600-0681-0878-000 | $ 4,880 11 | Over Payment |

Sincerely,

Cheryl E Johnson

Cheryl E Johnson, RTA

## Refunds in Excess of $2,500.00

| Account Number | Amount | Reason |
|---|---|---|
| 2965-0031-0001-001 | $2,553 01 | Duplicate Payment |
| 8600-0681-0878-000 | $4,880.11 | Over Payment |

# AGENDA ITEM #18a

**County Architect**

# MEMO

**Date** Thursday, March 29, 2012

**Addressed to:**

Commissioners' Court Agenda Galveston County

**Items:**

1 Consider Change Order to Trade Contracts on the Mid County Annex

a Consider the following Change Order to Proposal # B101074 Golden West on the Mid county Annex to increase the Contract Sum by $6,125 00

Dudley Anderson, County Architect



722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

# Galveston County
**722 Moody Ave Galveston TX 77550**

**Change Order** to the Agreement Between Galveston County and Golden West Plastering Company

**03**

| | |
|---|---|
| Project | **Mid County Annex** |
| Proposal Number | **B101074** |
| PO Number | **C102604** |
| Date | **3/9/12** |

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

Replace 3 pails of acrylic finish for the previously approved color, which had already been purchased

$155 00

Add channel iron framing, lath, trims and plaster to create four new capitals atop the columns on the exterior side at entry 2

$1,853 00

Adjust the extent of plaster required at the existing east wall along grid line 13 above the adjoining building

C \Users\mwood\Desktop\Close Out And Remaining Change Orders and Change Directives\Golden West CO 2 3-9-12 doc



722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

$4,117 00

**Total.... ... ..$6,125.00**

| | |
|---|---|
| Original Contract Sum | $378,537 00 |
| Authorized Changes Prior to this Change Order | $60,280 09 |
| Contract Sum Prior to this Change Order | $438,817 09 |
| Contract Sum will be ***increased*** by this Change Order | $6,125 00 |
| Contract Sum | **$444,942.09** |

JDA
Architect

3/22/2012
pending
DATE

DS
Trade Contractor DAVID A HALLE, PRESIDENT GOLDEN WEST PLASTERING CO

3/9/12
pending
DATE

MW
Construction Manager Agent

3/16/12
pending
DATE

Mark Henry, County Judge
Galveston County

4/3/12
pending
DATE

**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 **10**

Date **1/6/2012**

To **Galveston County**

Subcontract Number **B101074**

Project **Mid-County Annex**

| ITEM NO | DESCRIPTION OF CHANGE | INCREASE IN PRICE | DECREASE IN PRICE |
|---|---|---|---|
| 1 | **Entry #4 - Color change at soffit**<br>**For the soffit at Entry #4, replace 3 pails of acryic finish in the previously-approved color, which had already been purchased, with 3 pails of acrylic finish in a different color** | 155 00 | |
| | **MATERIALS** — Quantity — Unit Price — Totals<br>Dryvit Acrylic Sand Finish — Add — 3 Pails — 51 64 — 154 92<br>**Total Materials** 154 92 | | |
| | **TOTALS**<br>**Total Materials** 154 92<br>**Total Costs** 154 92<br>**Markup**<br>**Total Price** 154.92 | | |
| | **TOTALS** | 155 00 | |
| | **NET CHANGE TO SUBCONTRACT** | 155 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 Mark Henry

Title County Judge Date. 4/3/12

**GOLDEN WEST PLASTERING CO.**

By

David A Salge, President

**Golden West Plastering Company**
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dsalge@gwpc com

# CHANGE ORDER REQUEST

COR No **11**

Date **3/8/2012**

Subcontract Number **B101074**

To **County of Galveston**
**722 Moody St.**
**Galveston, TX 77550**

Project **Mid-County Annex**

| ITEM NO | DESCRIPTION OF CHANGE | | | | | INCREASE IN PRICE | DECREASE IN PRICE |
|---|---|---|---|---|---|---|---|
| 1 | **Plaster capitals at entry #2**<br>**At entry #2, add channel iron framing, lath, trims and plaster to create four new capitals atop the columns on the exterior side** | | | | | 1,853 00 | |
| | **MATERIALS** | | **Quantity** | **Unit Price** | **Totals** | | |
| | PC Scratch & Brown | Add | 25 Bchs | 31 81 | 7 95 | | |
| | Finish Acrylic Sand (StucCoat) | Add | 25 Pails | 50 51 | 12 63 | | |
| | 1½" Channel Iron | Add | 13 LF | 0 52 | 6 76 | | |
| | ¾" Channel Iron | Add | 19 LF | 0 35 | 6 65 | | |
| | Lath 3 4 SF | Add | 2 EA | 5 73 | 11 46 | | |
| | Casing Bead, Zinc | Add | 14 LF | 0 71 | 9 94 | | |
| | Corner Bead, Zinc | Add | 17 LF | 0 64 | 10 88 | | |
| | FPM 75-75 | Add | 12 LF | 2 12 | 25 44 | | |
| | | | | **Total Materials** | **91 71** | | |
| | **LABOR (Burdens included)** | | | | | | |
| | Scaffold, Delivery and Setup | Add | 10 Hrs | 25 75 | 257 50 | | |
| | Lathers | Add | 20 Hrs | 33 50 | 670 00 | | |
| | Plasterers | Add | 10 Hrs | 33 50 | 335 00 | | |
| | Plaster Tenders | Add | 10 Hrs | 25 75 | 257 50 | | |
| | | | | **Total Labor** | **1,520 00** | | |
| | **TOTALS** | | | **Total Materials** | **91 71** | | |
| | | | | **Total Labor** | **1,520 00** | | |
| | | | | **Total Costs** | **1,611.71** | | |
| | | | | **Markup** | **241.76** | | |
| | | | | **Total Price** | **1,853.47** | | |
| | | | | | **TOTALS** | **1,853.00** | |
| | | | | | **NET CHANGE TO SUBCONTRACT** | **1,853 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:**

**County of Galveston**

By _____

Title County Judge Date 4/3/12

**GOLDEN WEST PLASTERING CO.**

By _____

David A Salge, President

3/8/2012

**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 **04 - REVISED**

Date **8/8/2011**

To **Galveston County**

Subcontract Number **B101074**

Project **Mid-County Annex**

| ITEM NO | DESCRIPTION OF CHANGE | | | | | INCREASE IN PRICE | DECREASE IN PRICE |
|---|---|---|---|---|---|---|---|
| 1 | **RFI 143**<br>**Adjust extent of plaster required at existing east wall along grid line 13 above the existing adjoining building Elevations 1 & 2/A7 1 show a much shorter wall section (about 1' or less) than is actually there (about 5' average)** | | | | | 4,117 00 | |
| | **MATERIALS** | | **Quantity** | **Unit Price** | **Totals** | | |
| | PC Scratch & Brown | Add | 11 Bchs | 31 81 | 349 91 | | |
| | Finish Acrylic Sand (StucCoat) | Add | 5 Pails | 50 51 | 252 55 | | |
| | Lath 3 4 SF | Add | 29 EA | 7 94 | 230 26 | | |
| | C J #50, #75, or #100 | Add | 80 LF | 0 95 | 76 00 | | |
| | Casing Bead, Zinc | | - LF | 0 89 | | | |
| | | | | **Total Materials** | **908 72** | | |
| | **LABOR (Burdens Included)** | | | | | | |
| | Lathers | Add | 19 Hrs | 33 50 | 636 50 | | |
| | Plasterers | Add | 30 Hrs | 33 50 | 1,005 00 | | |
| | Plaster Tenders | Add | 40 Hrs | 25 75 | 1,030 00 | | |
| | | | | **Total Labor** | **2,671.50** | | |
| | **TOTALS** | | | **Total Materials** | **908 72** | | |
| | | | | **Total Labor** | **2,671 50** | | |
| | | | | **Total Costs** | **3,580.22** | | |
| | | | | **Markup** | **537 03** | | |
| | | | | **Total Price** | **4,117 25** | | |
| | | | | | **TOTALS** | **4,117 00** | |
| | | | | | **NET CHANGE TO SUBCONTRACT** | **4,117 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 County Judge Date 4/3/12

**GOLDEN WEST PLASTERING CO.**

By _____

David A Salge, President

# AGENDA ITEM #19a

NO

BACK – UP

PROVIDED

# AGENDA ITEM #20a

Here is the money recap:

| | | | |
|---|---|---|---|
| In the bank: | **$5,950** | | |
| | | $5,000 | George Mitchell |
| | | 500 | UDC Daughter |
| | | 200 | UDC Daughter |
| | | 100 | UDC Daughter |
| | | 100 | UDC Chapter |
| | | 50 | UDC Chapter |
| | | $5,950 | |
| Pledges: | **$2,000** | | |
| | | $1,000 | UDC Pledge |
| | | 1,000 | Larry Del Papa Pledge |
| | | $2,000 | |
| Other anticipated income: | **$ 500** | | |
| To be contributed 2/11/12 | | $ 350 | UDC District V |
| | | 100 | Memorial donation |
| | | 50 | UDC Chapter |
| | | $ 500 | |

TOTAL EXPECTED CASH **$8,450**

**FUNDS NEEDED TO REACH $12,800 GOAL: $4,350**

I hope this paints a good picture of where we are to date. Seemingly, the Commissioners could fund the reminder.

# AGENDA ITEM #21a

**GULF COAST RAIL DISTRICT**

**HOUSTON ★ TEXAS**

February 20, 2012

The Honorable Mark Henry
Galveston County Judge
722 Moody
Suite 200
Galveston, Texas 77550

Dear Judge Henry·

The Gulf Coast Rail District (GCRD) is continuing its efforts to increase the role of rail in the Houston-Galveston region and to secure state and federal funding for rail projects The Board has developed a budget for its basic operations and is seeking financial assistance from Galveston County for its fifth year of activity. I am writing to request that Galveston County Commissioners Court provide $5,000 for GCRD General Purposes in 2012

The General Purposes funding will cover expenses such as travel to discuss projects with state and federal project partners, printing costs and some professional services. All of the activities will be essential for development and implementation of a credible plan to enhance the regional rail network.

During the previous year, the Rail District completed feasibility analysis of freight rail improvements along the West Belt Subdivision The GCRD also secured $5 million to take the recommended West Belt grade separation and road closure projects into preliminary engineering and environmental review With a 50 percent Class I railroad cost share, the GCRD secured $6 8 million of federal funding to construct rail improvements at Belt Junction Also notable, GCRD was awarded $1 35 million to construct a pedestrian bridge at the Bringhurst Street crossing on the Terminal Subdivision In partnership with the City of Houston, that bridge will be constructed and Bringhurst Street and Hailey Street closed to improve safety

Judge Henry, your assistance in securing $5,000 from Galveston County to support Gulf Coast Rail District activities will be greatly appreciated. The District is committed to helping the region meet its mobility goals and sustain its economic development

Sincerely,

Mark Ellis
Chairman

**6922 Old Katy Road • Houston, TX 77024 • 713-843-5451 • 713-881-3171(fax)**

**GULF COAST RAIL DISTRICT**
HOUSTON * TEXAS

6922 Katy Road
Houston, TX 77024
Phone 713-843-5451
Fax 713-881-3171

| INVOICE NO. | INVOICE DATE | AMOUNT DUE |
|---|---|---|
| | 2/20/2012 | $ 5,000.00 |

To Galveston County
Attn Judge Mark Henry
722 Moody
Galveston, TX 77550

| Item | Quantity | Description | Unit Price | Total |
|---|---|---|---|---|
| | 1 | General Purpose Fund | | $ 5,000 00 |

Terms Due Upon Receipt

TOTAL $5,000 00

# AGENDA ITEM #21b

# COUNTY OF GALVESTON
# Community Services Division

Connie Nicholson, Director

March 27, 2012

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Honorable Judge Henry and Commissioners',

As you know, the Gulf Coast Rail District (GCRD) under the concurrent order adopted by the Commissioners' Court on November 10, 2010 appoints one director to the GCRD Board The term of all GCRD Directors expired on January 23, 2011.

Commissioner O'Brien has made a recommendation Ronnie Moore be appointed to the GCRD Board as the County representative in Position No 13. This will replace William (Bill) Ross whose term has expired The term for this new appointment will expire on January 23, 2013.

I have requested placement of this request on the April 3, 2012 agenda for approval I will also be processing payment of the GCRD invoice in the amount of $5,000 00 The amount is budgeted in the FY 2012 Community Services budget

If you have additional questions please do not hesitate to contact me.

Respectfully,

Connie Nicholson

Connie Nicholson

722 Moody, 5th Floor • Galveston TX 77550 • (409) 770-5545 or (409) 770-5543 • Fax (409) 766-4551

# AGENDA ITEM #21c

# COUNTY OF GALVESTON
# Community Services Division

Connie Nicholson, Director

March 27, 2012

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

The Children's Center is applying for the FY 2012 Texas Emergency Solutions Grants Program (ESG), funded by the U S Department of Housing and Urban Development (HUD) The purpose of this program is to provide funding to local organizations to assist homeless individuals or persons at risk of homelessness to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness

On the agenda is a Certification of Local Government Approval for Nonprofit Organization Receiving ESG funds This form is an approval by the local government in support of the proposed activities listed in the application The County has no responsible for the management of this program or monies associated with the program

If you have additional questions please do not hesitate to contact me.

Respectfully,

Connie Nicholson

722 Moody, 5th Floor • Galveston, TX 77550 • (409) 770-5545 or (409) 770-5543 • Fax (409) 766-4551

# Texas 2012 ESG Application

## Attachment 7-9: Certification of Local Government Approval for Nonprofit Organizations Receiving ESG funds from State subrecipients

I, Mark Henry, County Judge, Galveston County (*name and title*), duly authorized to act on behalf of the Galveston County Commisioner's Court (*name of jurisdiction*), hereby approve the following emergency shelter activities proposed by The Children's Center, Inc. (*name of nonprofit organization*), which are to be located in Galveston County Texas (*name(s) of jurisdiction(s)*).

The proposed emergency shelter activities are:

Street Outreach - Engagement and Case Management : $ 20,000

Emergency Shelter -Essential Services/Case Management : $ 20,000

Shelter Operations : $ 60,000

Child Care : $ 30,000

Homeless Preventon and Rapid Re-housing:

Homeless Prevention : $ 80,000

Rapid Re-housing : $190,000

By Mark Henry 4/3/12
Signature and Date

Mark Henry
Typed or Written Name of Signatory Local Official

County Judge
Title

# AGENDA ITEM #22a

# May Primary Election
## Early Voting Locations

2nd Floor Conference Room
**Galveston Justice Center**
600 59th Street, Galveston
GOP JUDGE: Judy Lawson | DEM ALT. JUDGE: Pat Hypolite

## Branch Early Voting Locations

**Joe Faggard Community Center**
1700 Highway 87
Crystal Beach, TX
GOP JUDGE: Charles McCall
DEM ATL. JUDGE: Mary Greb

**Bayou Vista Community Center**
783 C Marlin Street
Bayou Vista, TX
GOP JUDGE: Brenda Gutierrez
DEM ALT. JUDGE: Nancy Smith

**West County Building**
11730 Highway 6
Santa Fe, TX
GOP JUDGE: Wanda Delesandri
DEM ALT. JUDGE: Harrilyn McMmillan

**La Marque City Hall**
(Community Room)
1108 B Bayou Road
La Marque, TX
GOP JUDGE: Charlotte Westerledge
DEM ALT. JUDGE: Martha Woolridge

**Greater St. Matthews Baptist Church** (Foyer Entrance)
6333 Highway 6
Hitchcock, TX
GOP JUDGE: Ernie Murrie
DEM ALT. JUDGE: Sharon West

**Bacliff Community Center**
4503 11th Street
Bacliff, TX
GOP JUDGE: Tommye Randolph
DEM ALT. JUDGE: Barbara Murray

**Calder Road/No. County Annex**
174 Calder Road
League City, TX

**Galveston County Courthouse**
(Second Floor)
722 Moody (21st Street)
Galveston, TX
GOP JUDGE: Tom Perry
DEM ALT. JUDGE: Olivia Payton

**Seaside Baptist Church**
16535 San Luis Pass Road
Jamaica Beach, TX
GOP JUDGE: Joyce Marchi
DEM ALT. JUDGE: Jackie Daniels

**Nessler Center** (Surf Room)
2010 5th Avenue N
Texas City, TX
GOP JUDGE: Michael Guerrero
DEM ALT. JUDGE: Rita Boykin

**Carver Center** (Carter Room)
6415 Park Avenue
Texas City, TX
GOP JUDGE: Tommy Turnbow
DEM ALT. JUDGE: Alta Caligone

**Dickinson Community Center**
2714 Highway 3
Dickinson, TX
GOP JUDGE: Aurora Walker
DEM ALT JUDGE: Edna Andrews

**Clear Lake Shores**
(Community Center)
931 Cedar
Clear Lake Shores
GOP JUDGE: Barbara Volmer
DEM ALT JUDGE: Renita Nell Mason

**Friendswood City Hall**
910 S. Friendswood Drive
Friendswood, TX

GOP JUDGE. Bonnie Wilson
DEM ALT JUDGE: Carlos Flores

GOP JUDGE: Lynette Burns
DEM ALT JUDGE: Karen Van Auken

**Hours**

| | |
|---|---|
| **Monday-Friday: May 14-18** | **8 a.m. - 5 p.m.** |
| **Saturday: May 19** | **7 a.m. - 7 p.m.** |
| **Sunday: May 20** | **1 p.m. - 6 p.m.** |
| **Monday-Friday: May 21-25** | **7 a.m. - 7 p.m.** |

# AGENDA ITEM #23a

**APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT**

**THE COMMISSIONERS COURT**
**OF GALVESTON COUNTY, TEXAS**

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

NOW COMES Ronald L Diehl and Constance L Diehl and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 58, 69 and 72 of the C W L'Hommedieu Survey in Galveston County, Texas, recorded in Volume 91, Page 211 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioners would respectfully show into the Court the following, to wit

1 A copy of a survey with metes and bounds property descriptions, depicting the portions of Lots 58, 69 and 72 of the C W L'Hommedieu Survey attached hereto as EXHIBITS "A" and "B"

2 Only Lots 58, 69 and a portion of Lot 72 of the C W L'Hommedieu Survey are to be involved in these conveyances Petitioners are the sole owners of said Lots 58, 69 and a portion of Lot 72

3 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said Ronald L Diehl and Constance L Diehl, Petitioners herein

4 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an order granting permission to the Petitioner to convey a portion of Lots 58, 69 and 72 of the C W L'Hommedieu Survey, all as per the survey plat and metes and bounds property descriptions shown in Exhibits "A" and "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED THIS 23 DAY OF March 2012

Ronald L. Diehl
Signatures
Constance L Diehl
Ronald L Diehl and Constance L Diehl
P O Box 460 - Dickinson, Texas 77539

**THE STATE OF TEXAS**

**COUNTY OF GALVESTON**

BEFORE ME, the undersigned authority on this day personally appeared Petitioners, Ronald L Diehl and Constance L Diehl to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

**WITNESSED MY HAND AND SEAL OF OFFICE** this the 23 day of March, 2012

BARBARA QUINN
Notary Public, State of Texas
My Commission Expires 12-12-2015

Barbara Quinn
Notary Public-State of Texas

APPROVED

by Mark Henry 4/3/12
MARK HENRY Date
County Judge

ATTEST: Dwight A. Sullivan
DWIGHT SULLIVAN
County Clerk

# DERRICK ENGINEERING

(409-925-7221) - 13016 Elizabeth Drive - Santa Fe, Texas 7751

EXHIBIT "A"

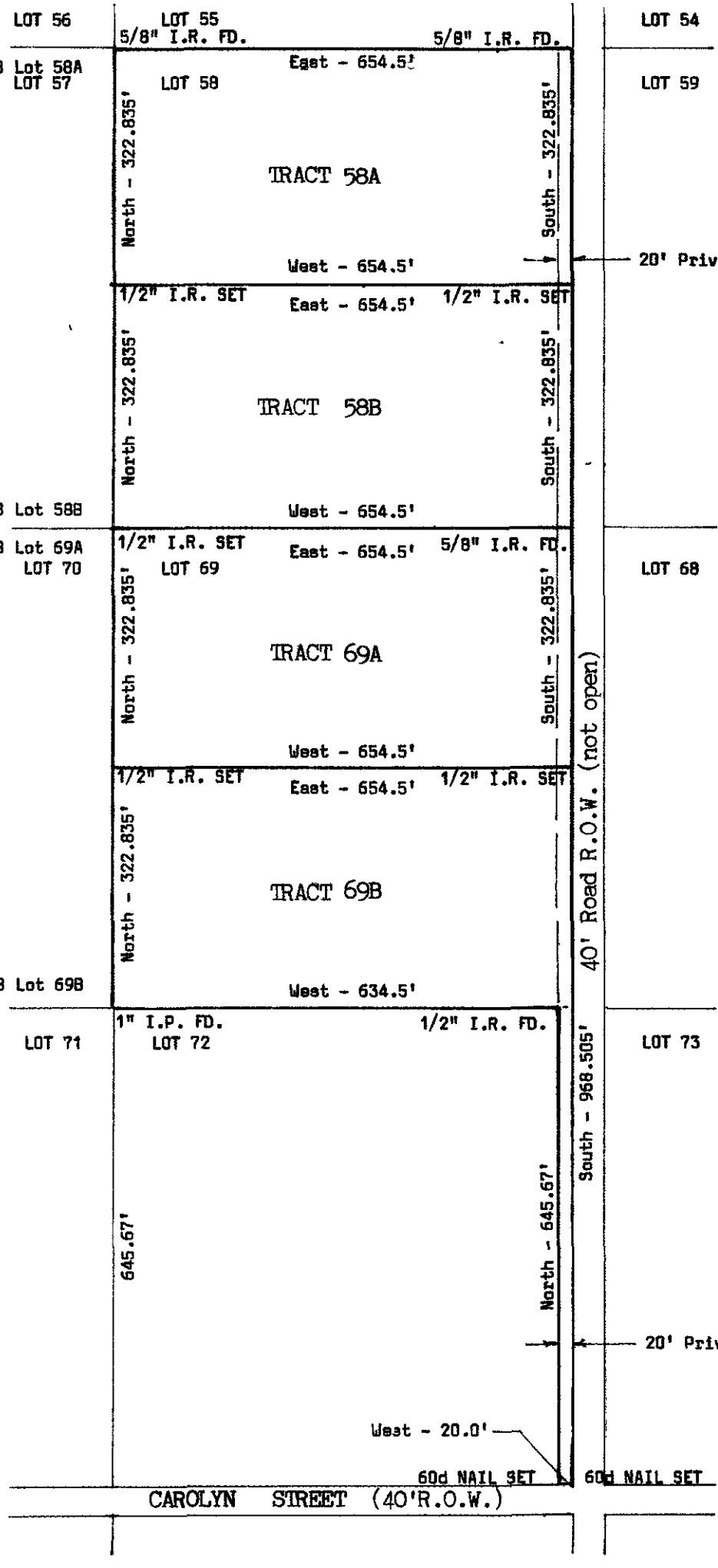
**TRACT 58A** - A tract of land out of Lot 58 of the C W L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows
BEGINNING at the Northwest corner of said Lot 58, C W L'Hommedieu Survey,
THENCE East, along the North line of said Lot 58, a distance of 654 5 feet to a point for corner on the West line of a 40 foot wide road right of way per L'Hommedieu plat,
THENCE South, along the West line of said road right of way, a distance of 322 835 feet to a point for corner,
THENCE West, a distance of 654 5 feet to a point on the West line of said Lot 58,
THENCE North, along the West line of said Lot 58, a distance of 322 835 feet to the POINT OF BEGINNING, and containing 4 85 acres of land, more or less The East 20 feet of this tract is reserved as a private road easement

**TRACT 58B**-A tract of land out of Lot 58 of the C W L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows
BEGINNING at the Southwest corner of said Lot 58, C W L'Hommedieu Survey,
THENCE North, along the West line of said Lot 58, a distance of 322 835 feet to a point for corner,
THENCE East, a distance of 654 5 feet to a point for corner on the West line of a 40 foot wide road right of way per L'Hommedieu plat,
THENCE South, along the West line of said road right of way, a distance of 322 835 feet to a point for corner;
THENCE West, along the South line of said Lot 58, a distance of 654 5 feet to the POINT OF BEGINNING, and containing 4 85 acres of land, more or less The East 20 feet of this tract is reserved as a private road easement

**TRACT 69A**-A tract of land out of Lot 69 of the C W L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows
BEGINNING at the Northwest corner of said Lot 69, C W L'Hommedieu Survey,
THENCE East, along the North line of said Lot 69, a distance of 654 5 feet to a point for corner on the West line of a 40 foot wide road right of way per L'Hommedieu plat,
THENCE South, along the West line of said road right of way, a distance of 322 835 feet to a point for corner,
THENCE West, a distance of 654 5 feet to a point for corner on the West line of said Lot 69,
THENCE North, along the West line of said Lot 69, a distance of 322 835 feet to the POINT OF BEGINNING, and containing 4 85 acres of land, more or less The East 20 feet of this tract is reserved as a private road easement

**TRACT 69B**-A tract of land out of Lots 69 and 72 of the C W L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows
BEGINNING at the Southwest corner of said Lot 69, C W L'Hommedieu Survey,
THENCE North, along the West line of said Lot 69, a distance of 322 835 feet to a point for corner,
THENCE East, a distance of 654 5 feet to a point for corner on the West line of a 40 foot wide road right of way per L'Hommedieu plat,
THENCE South, along the West line of said road right of way, a distance of 968 505 feet to a point for corner on the South line of said Lot 72 and the North line of Carolyn Street (40' R O W ),
THENCE West, along the South line of said Lot 72, a distance of 20 0 feet to a point for corner,
THENCE North, a distance of 645 67 feet to a point for corner on the common North line of said Lot 72 and the South line of said Lot 69,
THENCE West, along the South line of said Lot 69, a distance of 634 5 feet to the POINT OF BEGINNING, and containing 5 15 acres ofland, more or less The East 20 feet of this tract is reserved as a private road right of way

# EXHIBIT "B"




Four tracts of land out of Lots 58, 69 and 72 of the C. W. L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds on the attached Exhibits "A".

SCALE 1"=200'

STATE OF TEXAS REGISTERED ROBERT L. DERRICK 2753 PROFESSIONAL LAND SURVEYOR

Robert L. Derrick

**CERTIFIED COPY**
**GALVESTON COUNTY COMMISSIONERS' COURT**

**RE: AGENDA ITEM NO. 23a**

Consideration of application from Ronald L Diehl and Constance L Diehl to convey portions of Lots 58, 69 and 72, C W L'Hommedieu Survey on the Mainland by metes and bounds without revising the plat.

Motion to Approve by Commissioner O'Brien, seconded by Commissioner Doyle that the above action be taken by the Court

Passed 5-0

Aye County Judge Henry, Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay (None)
Absent. (None)

**STATE OF TEXAS §**

**COUNTY OF GALVESTON §**

**I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas,** do hereby certify that the attached is a true and correct copy of that certain:

**RE: AGENDA ITEM NO. 23a**

as passed by the Commissioners' Court on the 3rd day of April, 2012, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd DAY OF APRIL, A. D., 2012.**

DWIGHT D. SULLIVAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Galveston County, Texas

By: Brandy Chapman
Brandy Chapman, Deputy

**APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT**

**THE COMMISSIONERS COURT**
**OF GALVESTON COUNTY, TEXAS**

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

NOW COMES Ronald L Diehl and Constance L Diehl and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 58, 69 and 72 of the C W L'Hommedieu Survey in Galveston County, Texas, recorded in Volume 91, Page 211 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioners would respectfully show into the Court the following, to wit

1 A copy of a survey with metes and bounds property descriptions, depicting the portions of Lots 58, 69 and 72 of the C W L'Hommedieu Survey attached hereto as EXHIBITS "A" and "B"

2 Only Lots 58, 69 and a portion of Lot 72 of the C W L'Hommedieu Survey are to be involved in these conveyances Petitioners are the sole owners of said Lots 58, 69 and a portion of Lot 72

3 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said Ronald L Diehl and Constance L Diehl, Petitioners herein

4 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an order granting permission to the Petitioner to convey a portion of Lots 58, 69 and 72 of the C W L'Hommedieu Survey, all as per the survey plat and metes and bounds property descriptions shown in Exhibits "A" and "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED THIS 23 DAY OF March 2012

Ronald L. Diehl
Signatures
Constance L Diehl
Ronald L Diehl and Constance L Diehl
P O Box 460 - Dickinson, Texas 77539

**THE STATE OF TEXAS**

**COUNTY OF GALVESTON**

BEFORE ME, the undersigned authority on this day personally appeared Petitioners, Ronald L Diehl and Constance L Diehl to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

**WITNESSED MY HAND AND SEAL OF OFFICE** this the 23 day of March, 2012

BARBARA QUINN
Notary Public, State of Texas
My Commission Expires 12-12-2015

Barbara Quinn
Notary Public-State of Texas

APPROVED

by Mark Henry 4/3/12
MARK HENRY Date
County Judge

ATTEST:
Dwight A. Sullivan
DWIGHT SULLIVAN
County Clerk

# DERRICK ENGINEERING

(409-925-7221) - 13016 Elizabeth Drive - Santa Fe, Texas 7751

EXHIBIT "A"

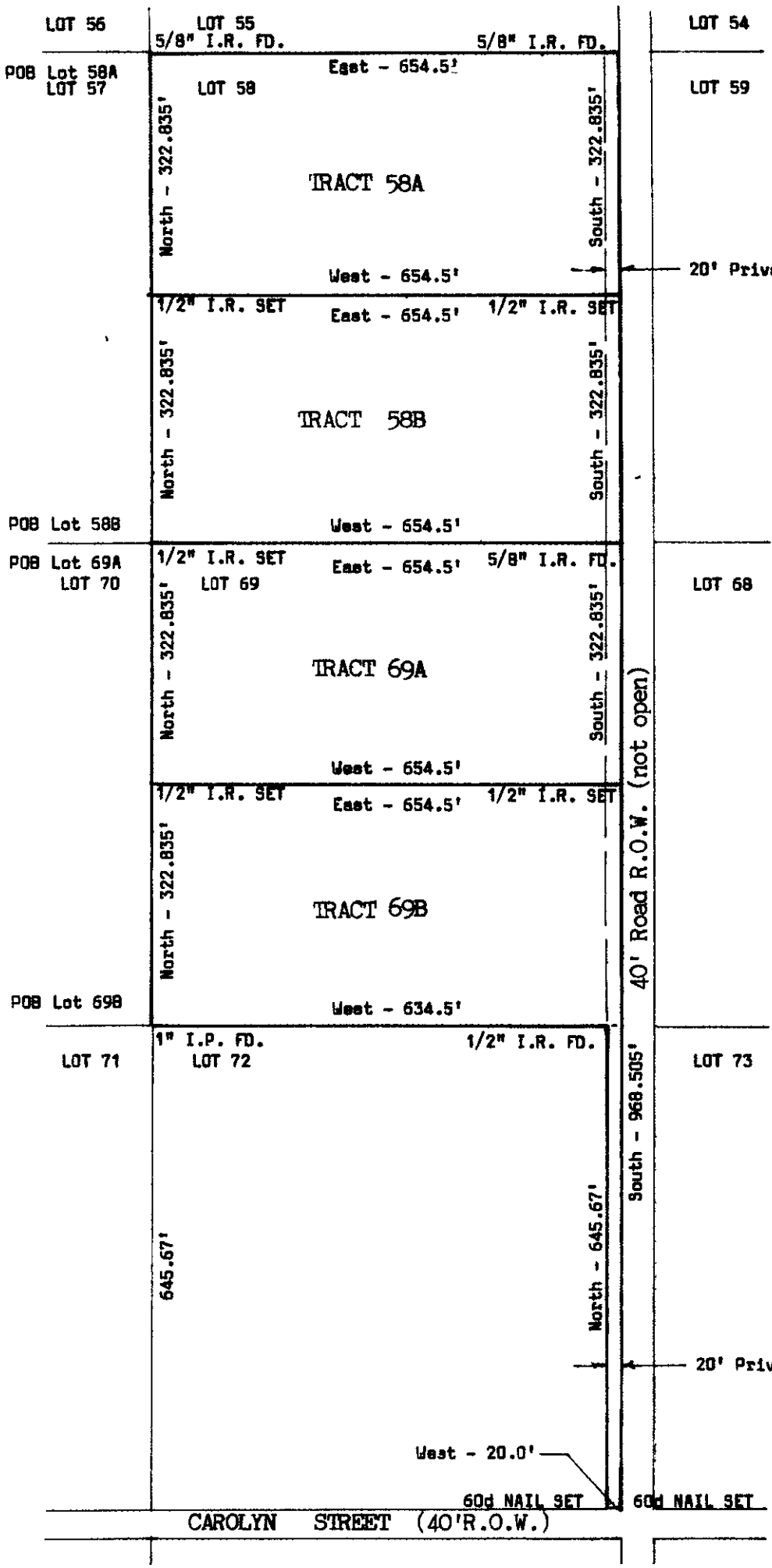
**TRACT 58A** - A tract of land out of Lot 58 of the C W L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows
BEGINNING at the Northwest corner of said Lot 58, C W L'Hommedieu Survey,
THENCE East, along the North line of said Lot 58, a distance of 654 5 feet to a point for corner on the West line of a 40 foot wide road right of way per L'Hommedieu plat,
THENCE South, along the West line of said road right of way, a distance of 322 835 feet to a point for corner;
THENCE West, a distance of 654 5 feet to a point on the West line of said Lot 58,
THENCE North, along the West line of said Lot 58, a distance of 322 835 feet to the POINT OF BEGINNING, and containing 4 85 acres of land, more or less The East 20 feet of this tract is reserved as a private road easement

**TRACT 58B**-A tract of land out of Lot 58 of the C W L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows
BEGINNING at the Southwest corner of said Lot 58, C W L'Hommedieu Survey;
THENCE North, along the West line of said Lot 58, a distance of 322 835 feet to a point for corner;
THENCE East, a distance of 654 5 feet to a point for corner on the West line of a 40 foot wide road right of way per L'Hommedieu plat;
THENCE South, along the West line of said road right of way, a distance of 322 835 feet to a point for corner;
THENCE West, along the South line of said Lot 58, a distance of 654 5 feet to the POINT OF BEGINNING, and containing 4 85 acres of land, more or less The East 20 feet of this tract is reserved as a private road easement

**TRACT 69A**-A tract of land out of Lot 69 of the C W L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows
BEGINNING at the Northwest corner of said Lot 69, C W L'Hommedieu Survey,
THENCE East, along the North line of said Lot 69, a distance of 654 5 feet to a point for corner on the West line of a 40 foot wide road right of way per L'Hommedieu plat,
THENCE South, along the West line of said road right of way, a distance of 322 835 feet to a point for corner;
THENCE West, a distance of 654 5 feet to a point for corner on the West line of said Lot 69,
THENCE North, along the West line of said Lot 69, a distance of 322 835 feet to the POINT OF BEGINNING, and containing 4 85 acres of land, more or less The East 20 feet of this tract is reserved as a private road easement.

**TRACT 69B**-A tract of land out of Lots 69 and 72 of the C W L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows
BEGINNING at the Southwest corner of said Lot 69, C W L'Hommedieu Survey,
THENCE North, along the West line of said Lot 69, a distance of 322 835 feet to a point for corner;
THENCE East, a distance of 654 5 feet to a point for corner on the West line of a 40 foot wide road right of way per L'Hommedieu plat,
THENCE South, along the West line of said road right of way, a distance of 968 505 feet to a point for corner on the South line of said Lot 72 and the North line of Carolyn Street (40' R O W ),
THENCE West, along the South line of said Lot 72, a distance of 20 0 feet to a point for corner,
THENCE North, a distance of 645 67 feet to a point for corner on the common North line of said Lot 72 and the South line of said Lot 69,
THENCE West, along the South line of said Lot 69, a distance of 634 5 feet to the POINT OF BEGINNING, and containing 5 15 acres ofland, more or less The East 20 feet of this tract is reserved as a private road right of way

# EXHIBIT "B"




Four tracts of land out of Lots 58, 69 and 72 of the C. W. L'Hommedieu Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 211 in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds on the attached Exhibits "A".

STATE OF TEXAS
REGISTERED
ROBERT L DERRICK
2753
PROFESSIONAL
LAND SURVEYOR

Robert L. Derrick

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012017312

April 04, 2012 03 53 39 PM

FEE $28 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

# AGENDA ITEM #23b

**APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT**

**THE COMMISSIONERS COURT**
**OF GALVESTON COUNTY, TEXAS**

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

NOW COMES Arturo Gonzalez, Jr and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite in Galveston County, Texas, recorded in book 93, page 3 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion of Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite attached hereto as EXHIBIT "A"

1 Only Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite are to be involved in these conveyances Petitioner is the sole owner of said Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said Arturo Gonzalez, Jr , Petitioner herein

3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

4 The petitioner is understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioner is prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 21 day of MARCH 2012

Arturo Gonzalez Jr.
Arturo Gonzalez, Jr
1137 7th St
San Leon, Texas 77539

**THE STATE OF** Texas

**COUNTY OF** Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioner Arturo Gonzalez, Jr to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed

**WITNESSED MY HAND AND SEAL OF OFFICE** this the 21 day of MARCH, 2012

Susie Gillis
Notary Public-State of Texas

SUSIE GILLIS
Notary Public, State of Texas
My Commission Expires
March 28, 2015

APPROVED

BY Mark Henry 4/3/12
MARK HENRY
County Judge
Date

ATTEST: Dwight A. Sullivan
DWIGHT SULLIVAN
County Clerk

N
W TRUE MERIDIAN E
S

# TRUE MERIDIAN

P.O. Box 566•Pearland, Texas 77588-0566•Office: (281) 412-0149•Fax: (281) 412-5390
Email: truemarid@sbcglobal.net

## TRACT A

FIELD NOTE DESCRIPTION OF A 0.1759 ACRE TRACT OF LAND BEING PART OF LOTS 5, 6, 43 AND 44, IN BLOCK 198, OF SAN LEON TOWNSITE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 93, PAGE 3 OF THE MAP RECORDS AND TRANSFERRED TO PLAT RECORD 8, MAP NO. 32, BOTH OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING at a 1/2 inch iron rod found on the East right-of-way line of 7th. Street, (60' R.O.W.) and bears N 14°00'00" E 103.00 feet from the Southwest corner of Lot 1, Block 198,

THENCE N 14°00'00" E along the East right-of-way line of 7th Street, a distance of 37.00 feet to a 1/2 iron rod found for corner,

THENCE S 76°00'00" E, parallel with the South line of Block 198, passing at 192.00 feet a found 1/2 inch iron rod, continuing in all a total distance of 209.71 feet to the center of a wood bulkhead;

THENCE S 22°06'51" W along the wood bulkhead, a distance of 37.37 to the Southeast corner of the herein described tract;

THENCE N 76°00'00" W parallel the South line of Block 198, passing at 23.58 feet a found 1/2 iron rod, continuing in all a total distance of 204.43 feet to the PLACE OF BEGINNING and containing 0.1759 acres of land, more or less.

Todd J. Slaton, RPLS No. 5082
March 20, 2012

STATE OF TEXAS
REGISTERED
TODD J. SLATON
5082
PROFESSIONAL
LAND SURVEYOR

N
W TRUE MERIDIAN E
S

# TRUE MERIDIAN

P.O. Box 566•Pearland, Texas 77588-0566•Office: (281) 412-0149•Fax: (281) 412-5390
Email: truemarid@sbcglobal.net

## TRACT B

FIELD NOTE DESCRIPTION OF A 0.4587 ACRE TRACT OF LAND BEING ALL OF LOTS 1, 2, 3, 4, 45, 46, 47, 48 AND THE SOUTH 3 FEET OF LOTS 5 AND 44, IN BLOCK 198, OF SAN LEON TOWNSITE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 93, PAGE 3 OF THE MAP RECORDS AND TRANSFERRED TO PLAT RECORD 8, MAP NO. 32, BOTH OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found at the Southwest corner of said Lot 1, Block 198, same being the intersection of the East right-of-way line of 7th. Street, (60'R.O.W.) and the North right-of-way line of Avenue "L" (60' R.O.W., unimproved),

THENCE N 14°00'00" E along the East right-of-way line of 7th. Street, a distance of 103.00 feet to a 1/2 iron rod found for corner;

THENCE S 76°00'00" E, parallel with the South line of Block 198, passing at 180.86 feet a found 1/2 inch iron rod, continuing in all a total distance of 204.43 feet to the center of a wood bulkhead,

THENCE S 25°00'00" W a distance of 105.09 feet to a "PK" nail found in the wood bulkhead on the South line of Block 198 and the North line of Avenue "L";

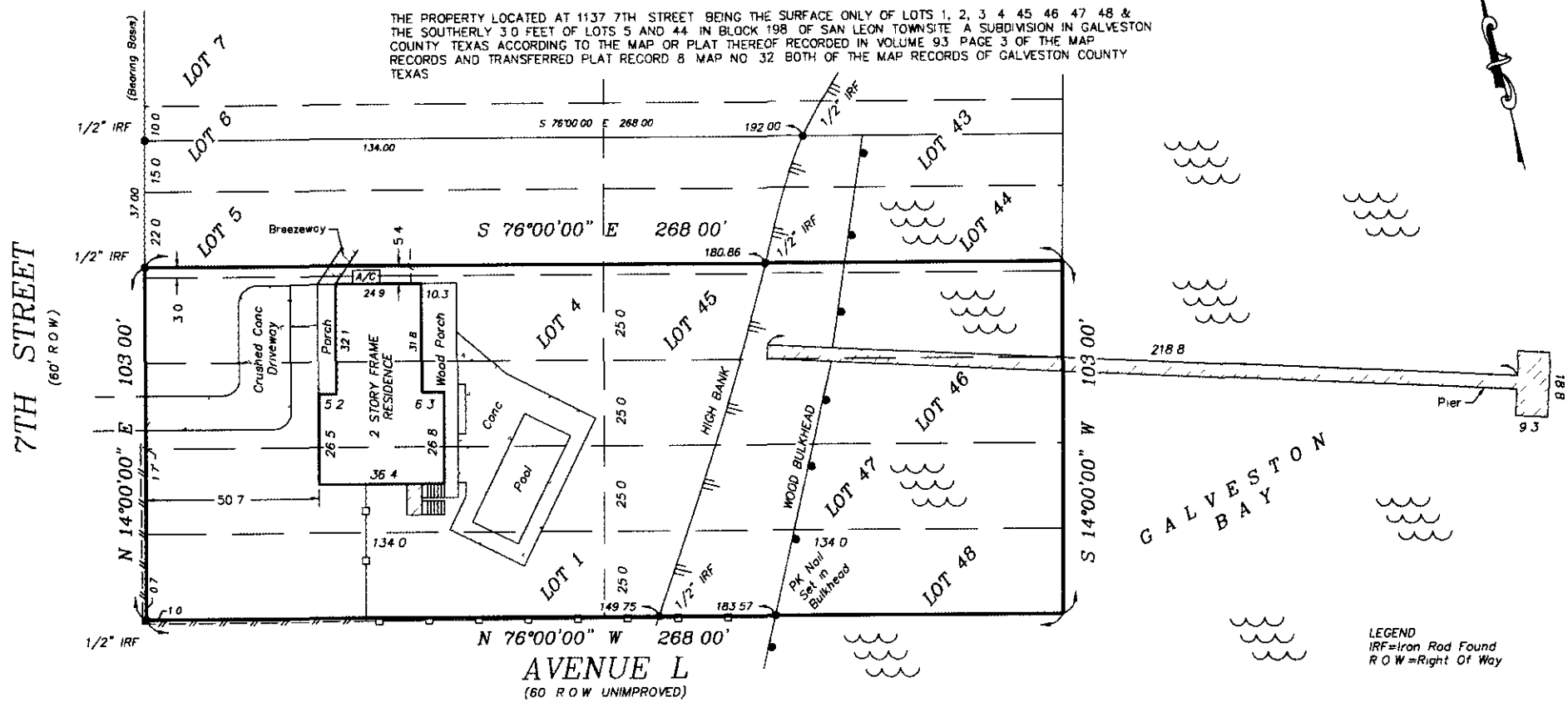
THENCE N 76°00'00" W along the South line of Block 198 and the North line of Avenue "L", passing at 33.92 feet a found 1/2 iron rod, continuing in all a total distance of 183.57 feet to the PLACE OF BEGINNING and containing 0.4587 acres of land, more or less.

Todd J. Slaton, RPLS No. 5082
March 20, 2012

STATE OF TEXAS
REGISTERED
TODD J. SLATON
5082
PROFESSIONAL
LAND SURVEYOR

# SURVEY OF

THE PROPERTY LOCATED AT 1137 7TH STREET BEING THE SURFACE ONLY OF LOTS 1, 2, 3 4 45 46 47 48 & THE SOUTHERLY 3 0 FEET OF LOTS 5 AND 44 IN BLOCK 198 OF SAN LEON TOWNSITE A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 93 PAGE 3 OF THE MAP RECORDS AND TRANSFERRED PLAT RECORD 8 MAP NO 32 BOTH OF THE MAP RECORDS OF GALVESTON COUNTY TEXAS




TO ARTURO GONZALEZ, JR , EXCLUSIVELY

I Todd J Slaton Registered Professional Land Surveyor No 5082 do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Land Surveying minimum standards adopted September 1 1992 the size location and types of improvements are shown with setback dimensions where applicable There are no apparent visible encroachments conflicts or protrusions except as shown All easements shown are per the reference plat unless noted otherwise This plat was prepared specifically for the transaction referenced below The undersigned assumes no responsibility for any other use Certification shown below is revoked and this survey is null and void if this document is altered in any manner or does not bear an original seal and signature of Todd J Slaton in blue ink All 1/2 inch iron rods set with a cap stamped "True Meridian"

By _____ 3/12/12
Todd J Slaton Registered Professional Land Surveyor No 5082 Date

STATE OF TEXAS REGISTERED TODD J SLATON 5082 PROFESSIONAL LAND SURVEYOR

FLOOD STAMP

IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS COMMUNITY-PANEL NO 485470 0105 C EFFECTIVE DATE MAY 2 1983 THIS PROPERTY DOES LIE IN A FLOOD PRONE AREA ZONE A12 BFE=11 0

NOT FOR CONSTRUCTION

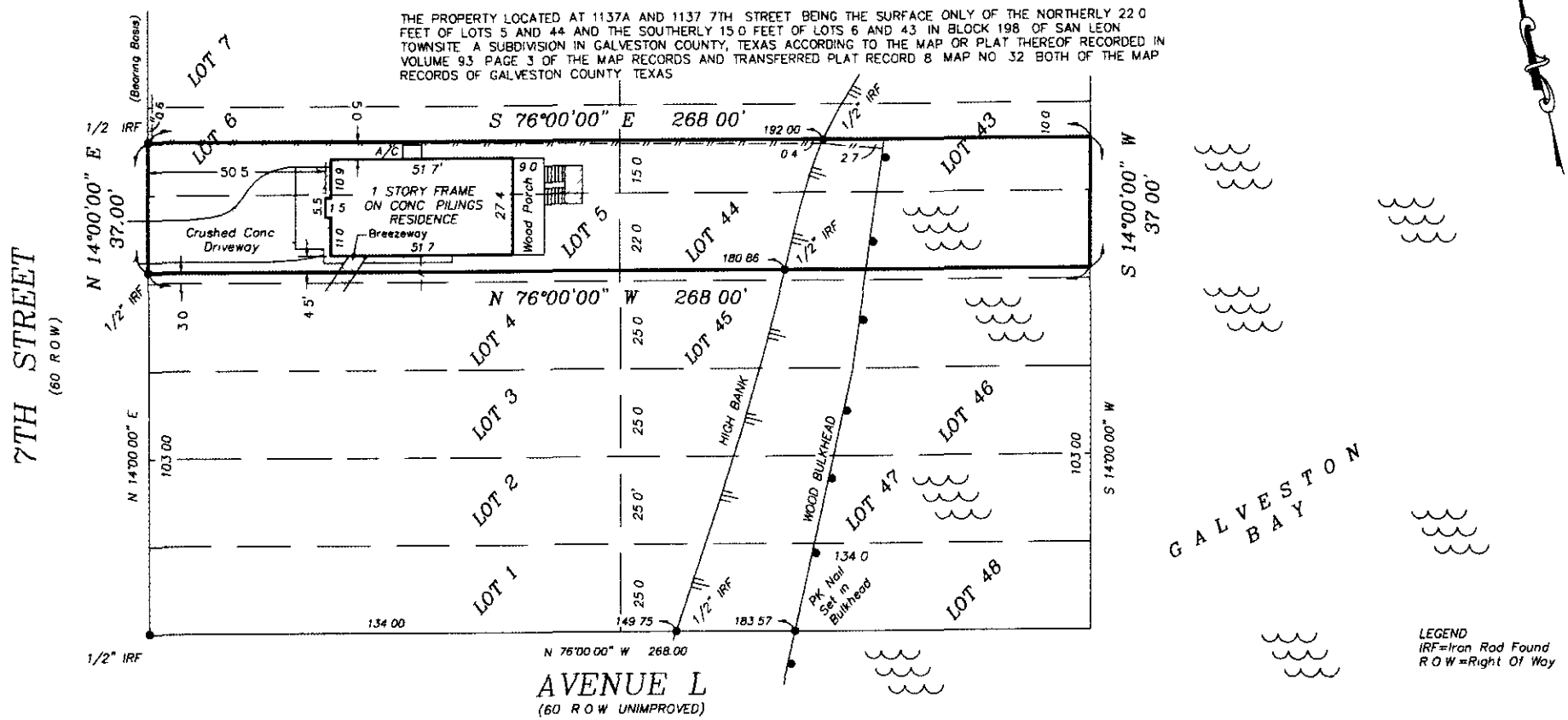
SCALE 1" = 30
DATE SURVEYED MAY 5 2010
REVISED UPDATED MARCH 12 2012

JOB NO 10-1757-B


TRUE MERIDIAN
P O BOX 566 PEARLAND TEXAS 77588 0566
OFFICE (281-412 0149) FAX (281-412 5390)
E-MAIL truemerid@sbcglobal net

# SURVEY OF

THE PROPERTY LOCATED AT 1137A AND 1137 7TH STREET BEING THE SURFACE ONLY OF THE NORTHERLY 22 0 FEET OF LOTS 5 AND 44 AND THE SOUTHERLY 15 0 FEET OF LOTS 6 AND 43 IN BLOCK 198 OF SAN LEON TOWNSITE A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 93 PAGE 3 OF THE MAP RECORDS AND TRANSFERRED PLAT RECORD 8 MAP NO 32 BOTH OF THE MAP RECORDS OF GALVESTON COUNTY TEXAS




LEGEND
IRF=Iron Rod Found
R O W =Right Of Way

TO ARTURO GONZALEZ JR, EXCLUSIVELY

I Todd J Slaton Registered Professional Land Surveyor No 5082 do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Land Surveying minimum standards adopted September 1 1992 the size location and types of improvements are shown with setback dimensions where applicable There are no apparent visible encroachments conflicts or protrusions except as shown All easements shown are per the reference plat unless noted otherwise This plat was prepared specifically for the transaction referenced below The undersigned assumes no responsibility for any other use Certification shown below is revoked and this survey is null and void if this document is altered in any manner or does not bear an original seal and signature of Todd J Slaton in blue ink All 1/2 inch iron rods set with a cap stamped "True Meridian"

By Todd J Slaton
Todd J Slaton Registered Professional Land Surveyor No 5082

3/13/12
Date

STATE OF TEXAS REGISTERED TODD J SLATON 5082 PROFESSIONAL LAND SURVEYOR

FLOOD STAMP
IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS COMMUNITY-PANEL NO 485470 0105 C EFFECTIVE DATE MAY 2 1983 THIS PROPERTY DOES LIE IN A FLOOD PRONE AREA ZONE A12, BFE=11 0

NOT FOR CONSTRUCTION

SCALE 1" = 30
DATE SURVEYED MAY 5 2010
REVISED UPDATED MARCH 12 2012

JOB NO 10-1757-A


TRUE MERIDIAN
P O BOX 566 PEARLAND TEXAS 77588-0566
OFFICE (281-412-0149) FAX (281-412 5390)
E-MAIL truemerid@sbcglobal net

**CERTIFIED COPY**
**GALVESTON COUNTY COMMISSIONERS' COURT**

**RE: AGENDA ITEM NO. 23b**

Consideration of application from Arturo Gonzalez, Jr. to convey portions of Lots 1 thru 6 and Lots 43 thru 46 block 198, San Leon Townsite on the Mainland by metes and bounds without revising the plat

Motion to Approve by Commissioner Doyle, seconded by Commissioner O'Brien that the above action be taken by the Court

Passed 5-0

Aye County Judge Henry, Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay. (None)
Absent (None)

**STATE OF TEXAS §**

**COUNTY OF GALVESTON §**

**I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas,** do hereby certify that the attached is a true and correct copy of that certain:

**RE: AGENDA ITEM NO. 23b**

as passed by the Commissioners' Court on the 3rd day of April, 2012, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd DAY OF APRIL, A. D., 2012.**

DWIGHT D. SULLIVAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Galveston County, Texas

By: Brandy Chapman
Brandy Chapman, Deputy

**APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT**

**THE COMMISSIONERS COURT**
**OF GALVESTON COUNTY, TEXAS**

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

NOW COMES Arturo Gonzalez, Jr and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite in Galveston County, Texas, recorded in book 93, page 3 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion of Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite attached hereto as EXHIBIT "A"

1 Only Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite are to be involved in these conveyances Petitioner is the sole owner of said Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said Arturo Gonzalez, Jr , Petitioner herein

3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

4 The petitioner is understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioner is prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 1 thru 6 and Lots 43 thru 48 block 198, San Leon Townsite all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 21 day of MARCH 2012

Arturo Gonzalez Jr.
Arturo Gonzalez, Jr
1137 7th St
San Leon, Texas 77539

**THE STATE OF** Texas

**COUNTY OF** Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioner Arturo Gonzalez, Jr to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed

**WITNESSED MY HAND AND SEAL OF OFFICE** this the 21 day of MARCH, 2012

Susie McGill
Notary Public-State of Texas

SUSIE GILLIS
Notary Public State of Texas
My Commission Expires
March 28, 2015

APPROVED

BY Mark Henry 4/3/12
MARK HENRY
County Judge
Date

ATTEST: Dwight D. Sullivan
DWIGHT SULLIVAN
County Clerk

N
W TRUE MERIDIAN E
S

# TRUE MERIDIAN

P.O. Box 566•Pearland, Texas 77588-0566•Office: (281) 412-0149•Fax: (281) 412-5390
Email: truemarid@sbcglobal.net

## TRACT A

FIELD NOTE DESCRIPTION OF A 0.1759 ACRE TRACT OF LAND BEING PART OF LOTS 5, 6, 43 AND 44, IN BLOCK 198, OF SAN LEON TOWNSITE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 93, PAGE 3 OF THE MAP RECORDS AND TRANSFERRED TO PLAT RECORD 8, MAP NO. 32, BOTH OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the East right-of-way line of 7th. Street, (60' R.O.W.) and bears N 14°00'00" E 103.00 feet from the Southwest corner of Lot 1, Block 198,

THENCE N 14°00'00" E along the East right-of-way line of 7th. Street, a distance of 37.00 feet to a 1/2 iron rod found for corner;

THENCE S 76°00'00" E, parallel with the South line of Block 198, passing at 192.00 feet a found 1/2 inch iron rod, continuing in all a total distance of 209.71 feet to the center of a wood bulkhead;

THENCE S 22°06'51" W along the wood bulkhead, a distance of 37.37 to the Southeast corner of the herein described tract;

THENCE N 76°00'00" W parallel the South line of Block 198, passing at 23.58 feet a found 1/2 iron rod, continuing in all a total distance of 204.43 feet to the PLACE OF BEGINNING and containing 0.1759 acres of land, more or less.

Todd J. Slaton, RPLS No. 5082
March 20, 2012

STATE OF TEXAS REGISTERED TODD J. SLATON 5082 PROFESSIONAL LAND SURVEYOR

N
W TRUE MERIDIAN E
S

# TRUE MERIDIAN

P.O. Box 566•Pearland, Texas 77588-0566•Office: (281) 412-0149•Fax: (281) 412-5390
Email: truemarid@sbcglobal.net

## TRACT B

FIELD NOTE DESCRIPTION OF A 0.4587 ACRE TRACT OF LAND BEING ALL OF LOTS 1, 2, 3, 4, 45, 46, 47, 48 AND THE SOUTH 3 FEET OF LOTS 5 AND 44, IN BLOCK 198, OF SAN LEON TOWNSITE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 93, PAGE 3 OF THE MAP RECORDS AND TRANSFERRED TO PLAT RECORD 8, MAP NO. 32, BOTH OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found at the Southwest corner of said Lot 1, Block 198, same being the intersection of the East right-of-way line of 7th. Street, (60'R.O.W.) and the North right-of-way line of Avenue "L" (60' R.O.W., unimproved);

THENCE N 14°00'00" E along the East right-of-way line of 7th. Street, a distance of 103.00 feet to a 1/2 iron rod found for corner;

THENCE S 76°00'00" E, parallel with the South line of Block 198, passing at 180.86 feet a found 1/2 inch iron rod, continuing in all a total distance of 204.43 feet to the center of a wood bulkhead;

THENCE S 25°00'00" W a distance of 105.09 feet to a "PK" nail found in the wood bulkhead on the South line of Block 198 and the North line of Avenue "L";

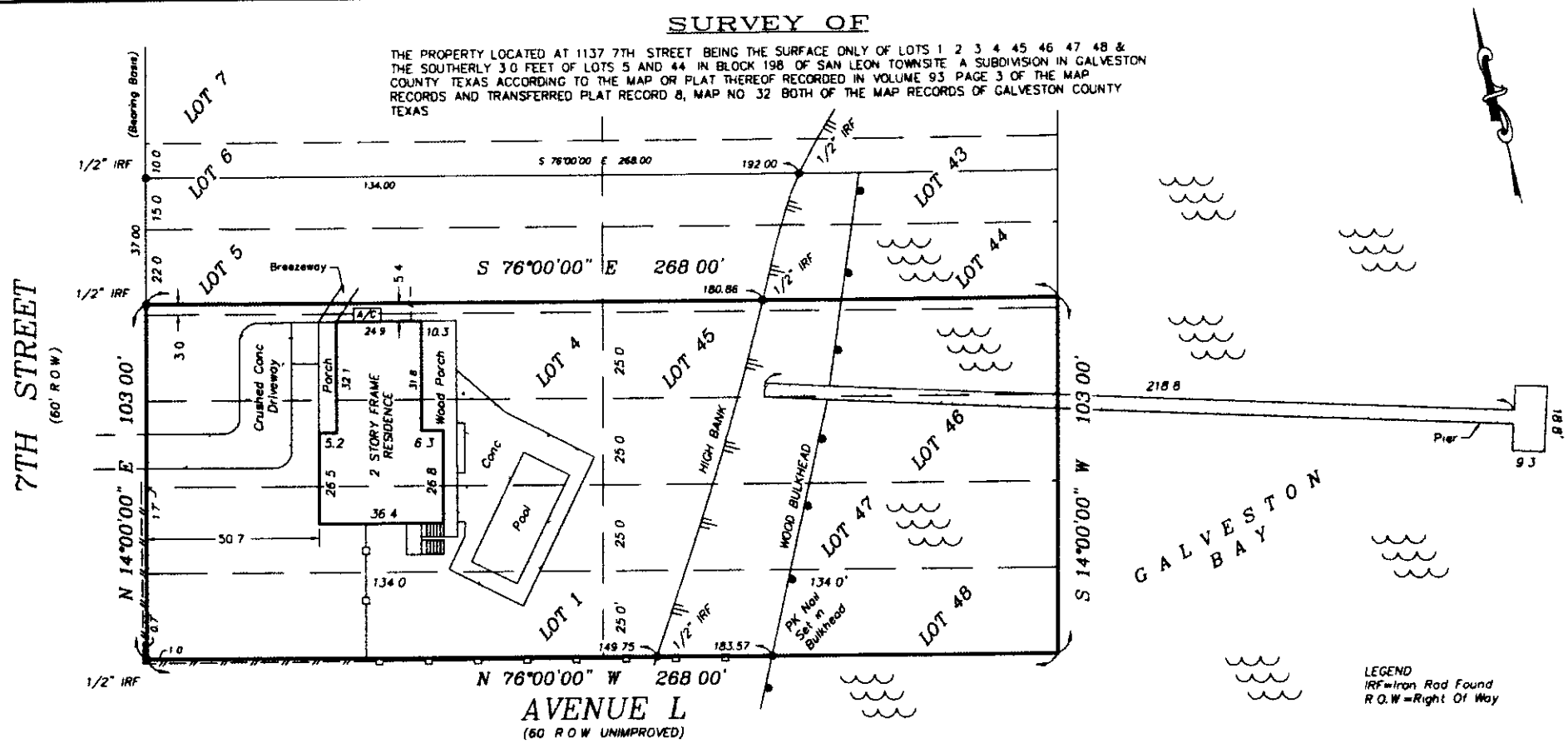
THENCE N 76°00'00" W along the South line of Block 198 and the North line of Avenue "L", passing at 33.92 feet a found 1/2 iron rod, continuing in all a total distance of 183.57 feet to the PLACE OF BEGINNING and containing 0.4587 acres of land, more or less.

Todd J. Slaton, RPLS No. 5082
March 20, 2012

STATE OF TEXAS
REGISTERED
TODD J. SLATON
PROFESSIONAL
LAND SURVEYOR

# SURVEY OF

THE PROPERTY LOCATED AT 1137 7TH STREET BEING THE SURFACE ONLY OF LOTS 1 2 3 4 45 46 47 48 & THE SOUTHERLY 3 0 FEET OF LOTS 5 AND 44 IN BLOCK 198 OF SAN LEON TOWNSITE A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 93 PAGE 3 OF THE MAP RECORDS AND TRANSFERRED PLAT RECORD 8, MAP NO 32 BOTH OF THE MAP RECORDS OF GALVESTON COUNTY TEXAS




TO ARTURO GONZALEZ JR EXCLUSIVELY

I Todd J Slaton Registered Professional Land Surveyor No 5082, do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Land Surveying minimum standards adopted September 1 1992 the size, location and types of improvements are shown with setback dimensions where applicable There are no apparent visible encroachments conflicts or protrusions except as shown All easements shown are per the reference plat unless noted otherwise This plat was prepared specifically for the transaction referenced below The undersigned assumes no responsibility for any other use Certification shown below is revoked and this survey is null and void if this document is altered in any manner or does not bear an original seal and signature of Todd J Slaton in blue ink. All 1/2 inch iron rods set with a cap stamped "True Meridian"

STATE OF TEXAS
TODD J SLATON
5082
REGISTERED PROFESSIONAL LAND SURVEYOR

By Todd J Slaton
Todd J Slaton Registered Professional Land Surveyor No 5082

3/12/12
Date

FLOOD STAMP

IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS COMMUNITY-PANEL NO 485470 0105 C EFFECTIVE DATE MAY 2 1983 THIS PROPERTY DOES LIE IN A FLOOD PRONE AREA ZONE A12 BFE=11 0

NOT FOR CONSTRUCTION

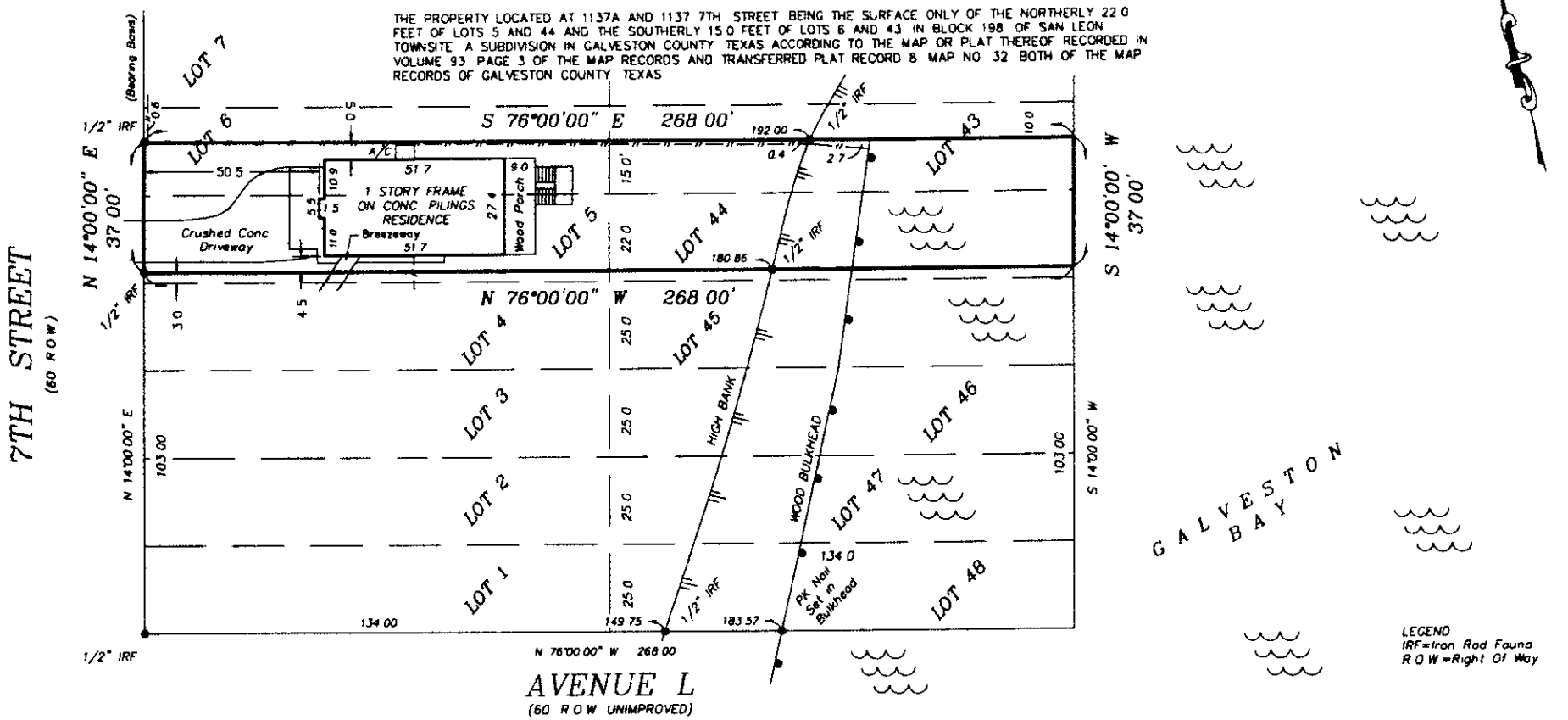
SCALE 1" = 30
DATE SURVEYED MAY 5 2010
REVISED UPDATED MARCH 12 2012

JOB NO 10-1757-B


TRUE MERIDIAN
P O. BOX 566 PEARLAND TEXAS 77584-0566
OFFICE (281-412-0149) FAX (281-413 3380)
E-MAIL truemerid@swglobal.net

# SURVEY OF

THE PROPERTY LOCATED AT 1137A AND 1137 7TH STREET BEING THE SURFACE ONLY OF THE NORTHERLY 22 0 FEET OF LOTS 5 AND 44 AND THE SOUTHERLY 15 0 FEET OF LOTS 6 AND 43 IN BLOCK 198 OF SAN LEON TOWNSITE A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 93 PAGE 3 OF THE MAP RECORDS AND TRANSFERRED PLAT RECORD 8 MAP NO 32 BOTH OF THE MAP RECORDS OF GALVESTON COUNTY TEXAS




TO ARTURO GONZALEZ JR , EXCLUSIVELY

I Todd J. Slaton Registered Professional Land Surveyor No 5082 do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Land Surveying minimum standards adopted September 1 1992 the size location and types of improvements are shown with setback dimensions where applicable There are no apparent visible encroachments conflicts or protrusions except as shown All easements shown are per the reference plat unless noted otherwise This plat was prepared specifically for the transaction referenced below The undersigned assumes no responsibility for any other use Certification shown below is revoked and this survey is null and void if this document is altered in any manner or does not bear an original seal and signature of Todd J Slaton in blue ink All 1/2 inch iron rods set with a cap stamped "True Meridian"

By Todd J Slaton
Todd J Slaton Registered Professional Land Surveyor No 5082

3/13/12
Date

STATE OF TEXAS
TODD J SLATON
5082
REGISTERED
PROFESSIONAL
LAND SURVEYOR

FLOOD STAMP

IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS COMMUNITY-PANEL NO 485470 0105 C EFFECTIVE DATE MAY 2 1983 THIS PROPERTY DOES LIE IN A FLOOD PRONE AREA ZONE A12 BFE=11 0

NOT FOR CONSTRUCTION

SCALE 1" = 30
DATE SURVEYED MAY 5 2010
REVISED UPDATED MARCH 12 2012

JOB NO 10-1757-A


TRUE MERIDIAN
P.O BOX 344 PEARLAND TEXAS 77588-0344
OFFICE (281-412-0149) FAX (281-412 5388)
E-MAIL truemerid@sbcglobal.net

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012017311

April 04, 2012 03 42 42 PM

FEE $36 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

# AGENDA ITEM #23c

NO

BACK – UP

PROVIDED

# AGENDA ITEM #24a

NO

BACK – UP

PROVIDED

# AGENDA ITEM #25a

# GALVESTON COUNTY, TEXAS
# COMMISSIONERS COURT
## Contract Approval Request

| | | | | | |
|---|---|---|---|---|---|
| Date of Request. | 4.3.12 | Department | District Attorney's office | | |
| Renewal Contract. | Temp | Orgkey | 1101.127100 | Object Code. | 5481000 |
| Contract Start Date | 4.3.12 | Vendor: | | | |
| Contract End Date. | Open | Vendor No | | Contract No | |
| Description | Special Prosecutor & Criminal Investigator | | | | |
| Contract # Issued By Purchasing | | | Requested Legal Review: | Yes ____ No ____ | |

| Fund Name | Fund # | FY12 $ Budget | FY12 $ Request | FY13 $ Request | FY14 $ Request | FY15 $ Request | FY15 $ Request |
|---|---|---|---|---|---|---|---|
| 1101.127100 | 5481000 | $125,000 | | | | | |
| | | | | | | | |
| | | | | | | | |
| Totals | | - | - | - | - | - | - |
| Total Cost. | | | | | | | |

| Approved By. | Date | Signature |
|---|---|---|
| Department Head: | Jack Roady 3/30/12 | |
| Purchasing Agent: | 3-30-2012 | |
| County Legal: | 3-30-12 | |
| Contract listed in Budget Documentation (Yes/No) | | |
| County Budget Office | 3/30/2012 | |

Form Number

**Galveston County Criminal District Attorney**
**Special Prosecutor Agreement**

This Agreement is made between **Jack Roady, Criminal District Attorney of Galveston County** and **Charles A. Noll** an attorney at law, licensed to practice law in the State of Texas It is for **Special Prosecutor Services**

**Recitals**

**Whereas** the **Criminal District Attorney** has special needs from time to time to appoint a **Special Prosecutor** to assist in the investigation, prosecution and/or appeal of an individual accused of a crime, and

**Whereas Special Prosecutor** is an experienced criminal prosecutor and is well qualified to perform the services called for herein

**Therefore,** the parties agree as follows.

**1. Appointment as Special Prosecutor.**

**Mr. Charles A. Noll** is appointed as a **Special Prosecutor** is appointed to assist the Office of the Galveston County Criminal District Attorney **Special Prosecutor** agrees to accept this appointment and to provide such prosecutorial services as are necessary

**2. Duties of Special Prosecutor.**

**Special Prosecutor** will actively participate as needed in criminal investigations, including grand jury investigations and presentations, pretrial hearings, jury selection, trial and appeal **Special Prosecutor** will use his best efforts and skill and devote his personal attention to all matters as assigned by the **Criminal District Attorney** relating to the prosecution in good faith at all times and to protect the interests of the people of the State of Texas

**3. Nature of the Relationship.**

This nature of the relationship is that of an independent contractor **Special Prosecutor** shall not be considered an employee of the **Criminal District Attorney's Office** but is an agent of the **Office** for the purposes of this Appointment and is entitled to all privileges and immunities attendant thereto. The **Special Prosecutor** shall exercise his independent judgment to effect the general purposes of the assignments given by the District Attorney and shall from time to time report his progress to the District Attorney

**4. Term/Termination of this Appointment.**

The term of this Appointment shall be ongoing, but this Appointment may be terminated by the **Criminal District Attorney** at any time for any reason or no reason or for convenience immediately upon notice to **Special Prosecutor**.

**5. Compensation.**

For his services rendered **Special Prosecutor** will be paid will be paid the following.

- $65 00 for each hour spent in investigation and pretrial preparation
- $400 00 for each day or partial day spent in grand jury proceedings, pretrial hearings, jury selection and trial.
- $65 00 for each hour spent in the assistance of any appeal
- 55 5 cents per mile
- Lodging at the Galvez hotel or other hotel or motel designated by the **Director of Justice Administration**, if such lodging is, in the opinion of the **Criminal District Attorney,** necessary
- $45 00 per diem for meals, tips and incidentals.

**Special Prosecutor** will bear the cost of any other expenses. **Special Prosecutor** will present a detailed invoice for his/her services to the **Criminal District Attorney** on a monthly basis Payment will be made to **Special Prosecutor** in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act

(Remainder of this page intentionally left blank)

**Agreed to** this 3rd day of APRIL, 2012

**Hon. Jack Roady**
**Criminal District Attorney**
**Galveston County**

**Charles A. Noll, Special Prosecutor**

**Approved this** 3rd day of April, 2012.

**Hon. Mark Henry**
**County Judge**
**Galveston County**

**Attest:**

**Dwight D. Sullivan**
**County Clerk**

# AGENDA ITEM #25b

**Galveston County Criminal District Attorney**
**Special Criminal Investigator Agreement**

This Agreement is made between **Jack Roady, Criminal District Attorney of Galveston County** and **Dan A. McAnulty, Jr.**, a criminal investigator and licensed peace officer in the State of Texas. It is for **Special Criminal Investigator Services.**

**Recitals**

**Whereas** the **Criminal District Attorney** has special needs from time to time to appoint a **Special Criminal Investigator** to assist in the investigation, prosecution and/or appeal of an individual accused of a crime; and

**Whereas Special Criminal Investigator** is an experienced criminal investigator and is well qualified to perform the services called for herein.

**Therefore,** the parties agree as follows:

**1. Appointment as Special Criminal Investigator.**

**Special Criminal Investigator** is appointed to assist the Office of the Galveston County Criminal District Attorney. **Special Criminal Investigator** agrees to accept this appointment and to provide such investigative services as are necessary.

**2. Duties of Special Criminal Investigator.**

**Special Criminal Investigator** will actively participate as needed in criminal investigations, including grand jury investigations and presentations, pretrial hearings, jury selection, trial and appeal. **Special Criminal Investigator** will use his best efforts and skill and devote his personal attention to all matters as assigned by the **Criminal District Attorney** relating to the prosecution in good faith at all times and to protect the interests of the people of the State of Texas.

**3. Nature of the Relationship.**

This nature of the relationship is that of an independent contractor. **Special Criminal Investigator** shall not be considered an employee of the **Criminal District Attorney's Office** but is an agent of the **Office** for the purposes of this Appointment and is entitled to all privileges and immunities attendant thereto. The **Special Criminal Investigator** shall exercise his independent judgment to effect the general purposes of the assignments given by the District Attorney and shall from time to time report his progress to the District Attorney.

**4. Term/Termination of this Appointment.**

The term of this Appointment shall be ongoing, but this Appointment may be terminated by the **Criminal District Attorney** at any time for any reason or no reason or for convenience immediately upon notice to **Special Criminal Investigator**.

**5. Compensation.**

For his services rendered **Special Criminal Investigator** will be paid will be paid the following·

- $50.00 for each hour spent in investigation and pretrial preparation
- $300.00 for each day or partial day spent in grand jury proceedings, pretrial hearings, jury selection and trial.
- $50 00 for each hour spent in the assistance of any appeal.
- 55 5 cents per mile
- Lodging at the Galvez hotel or other hotel or motel designated by the **Director of Justice Administration**, if such lodging is, in the opinion of the **Criminal District Attorney,** necessary
- $45.00 per diem for meals, tips and incidentals.

**Special Criminal Investigator** will bear the cost of any other expenses. **Special Criminal Investigator** will present a detailed invoice for his services to the **Criminal District Attorney** on a monthly basis. Payment will be made to **Special Criminal Investigator** in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act.

(Remainder of this page intentionally left blank)

**Agreed to** this 3rd day of April, 2012.

**Hon. Jack Roady**
**Criminal District Attorney**
**Galveston County**

**Dan A. McAnulty, Jr.**
**Special Criminal Investigator**

**Approved this** 3rd day of April, 2012.

**Hon. Mark Henry**
**County Judge**
**Galveston County**

**Attest:**

**Dwight D. Sullivan**
**County Clerk**

# AGENDA ITEM #25c

**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
MAR 27 2012
GALVESTON COUNTY JUDGE

March 26, 2012

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

Re Cause No 10-CV-1141, Gail Harden v Galveston County, In the 405th Judicial District Court, Galveston County, Texas

Gentlemen

This letter is to recommend an amended offer of settlement that has been negotiated with Ms Harden

Ms Harden, a former employee with the Sheriff's Department, sued Galveston County alleging that she was discriminated against based on her gender and because of a disability Ms Harden has agreed to dismiss her claims against the County in exchange for a payment in the amount of $5488 00, and an agreement by the County to limit comment on her past employment at the County

If you choose at accept this settlement, I request that you authorize this office to coordinate payment of the authorized amount The settlement agreement and release has already been executed by Ms Harden 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
10-075

cc Hon Freddie Poor, Sheriff
Hon Kevin Walsh, Treasurer
Mr Cliff Billingsley, Auditor
Mr Rufus Crowder, County Purchasing Agent
Mr Joa Sherman

# AGENDA ITEM #26a

**Texas General Land Office**
**Legal Services Division – MC 158**
**PO BOX 12873 / Austin, TX 78711-2873**
**512.463.9895 – katelyn.allen@glo.texas.gov**

**TRANSMITTAL OF DOCUMENTS – APRIL 16, 2012**

---

Brandy Chapman
County of Galveston
P.O. Box 17253
Galveston, TX 77552-7253

**RE: GLO CONTRACT NO. 10-5052-000-5028 - AMENDMENT NO. 5**

Dear Ms. Chapman:

Enclosed concerning the GLO document referenced above is one fully-executed document for the County's files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 463-9895 or by email at katelyn.allen@glo.texas gov.

Best regards,

Katelyn Allen
Contract Specialist
GLO Legal Services Division

**DISASTER RECOVERY NON-ENTITLEMENT GRANT CONTRACT**
**GLO CONTRACT NO. 10-5052-000-5028**
**AMENDMENT NO. 5**

| | |
|---|---|
| **STATE OF TEXAS** | § |
| | § |
| **COUNTY OF TRAVIS** | § |

The **TEXAS GENERAL LAND OFFICE**, ("GLO") and the **COUNTY OF GALVESTON** ("Grantee"), parties to that certain disaster recovery non-entitlement grant program contract effective February 1, 2010, and denominated GLO Contract No. 10-5052-000-5028 ("Contract"), as amended, now desire to further amend the Contract

**WHEREAS,** the parties desire to reduce the administrative burden required by some terms of the Contract; and

**WHEREAS**, due to a requested Change Order, the parties desire revise the Performance Statement to reflect the removal of an activity and a change in the size of the San Leon Volunteer Fire Department generator; and

**WHEREAS**, due to higher than expected bid costs on the Sewer Facilities project, the parties desire to revise the Budget and apply awarded un-allocated funds to the generator project associated with Change Order No. 1, and

**WHEREAS,** the parties desire to revise the Implementation Schedule and extend the term of the Contract, to allow for successful completion of the Project;

**NOW, THEREFORE**, the parties hereby agree to amend and modify the Contract as follows·

1. **SECTION 2** of the Contract, **CONTRACT PERIOD**, is hereby amended to reflect a termination date of January 31, 2013.

2 **SECTION 4** of the Contract, **CONTRACT AMOUNT**, is hereby amended and modified by adding funding in the amount of **FORTY-THREE THOUSAND SEVEN HUNDRED THIRTY-SIX DOLLARS ($43,736.00.00)** for a total amount not to exceed **FIFTEEN MILLION SIX HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS ($15,634,356.00)** for the duration of the Contract

3. **SECTION 4** of the Contract, **CONTRACT AMOUNT AND FUNDING ALLOCATION**, is hereby amended by adding the following language:

> "Grantee may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the Grant Manager. The GLO Grant Manager may allow flexibility among Budget categories to the extent that the total revisions do not exceed ten percent (10%) of the total budget. Such reallocations may not increase the amount of the grant or total Budget, and shall be effective only after written approval by the GLO Grant Administrator. Any request for a variance that (a) exceeds ten percent (10%) of the total budget; (b) changes the total budget amount; (c) changes the Project scope; or (d) changes the Project outcome may be allowed only by formal, written Contract amendment. In addition, aggregate requests for variances which, over time, exceed twenty-five percent (25%) of the total budgeted amount, may be allowed only by formal, written Contract amendment."

4. **SECTION 16** of the Contract, **CHANGES AND AMENDMENTS, PARAGRAPH A**, is hereby amended by adding the following language as **Paragraph A.1**:

> "Material changes to the Performance Statement and Implementation Schedule may be made only by written agreement of the parties, under the formal Contract amendment process. Material changes include, but are not limited to; monetary changes other than budget variances permitted under **SECTION 4**; the addition or deletion of projects or tasks; or any revision that would otherwise result in a change to the overall Performance Statement.
>
> **Notwithstanding the preceding**, in the sole discretion of the GLO Program Director, extensions to Deliverable due dates within the overall Contract Period, and immaterial revisions to quantities and specifications used within the Project Performance Statement, which may be required during construction, may be approved by the GLO Program Director without formal amendment **Such approvals must be in writing, and may be delivered by email, facsimile, or regular mail.**
>
> The final report of all activities performed under this Contract shall include all such informal revisions approved over the life of the Project

5. Prior **EXHIBITS A** of the Contract, **Performance Statement**, are hereby deleted and replaced by the **Revised Performance Statement**, attached hereto and incorporated herein for all purposes as **Exhibit A-1**.

6. **EXHIBIT B-1** of the Contract, **Revised Budget**, is hereby deleted and replaced by the **Revised Budget**, attached hereto and incorporated herein for all purposes as **Exhibit B-2**.

7 Prior **EXHIBITS E** of the Contract, **Implementation Schedule**, are hereby deleted and replaced by the **Revised Implementation Schedule**, attached hereto and incorporated herein for all purposes as **Exhibit E-1**.

8. This Amendment No. 5 shall be effective as of the date signed by the last party.

9. Except as amended and modified by this Amendment No. 5, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

10. Any further revisions to the Contract shall be by written agreement of the parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 5 TO**
**GLO CONTRACT NO. 10-5052-000-5028**

**GENERAL LAND OFFICE**

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 4/12/12

LEGAL AA
DIV
AGC
GC

**COUNTY OF GALVESTON**

By: Mark Henry

Name Mark Henry

Title: County Judge

Date of execution: April 3, 2012

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**EXHIBITS TO GLO CONTRACT NO. 10-5052-000-5028**
**AMENDMENT NO. 5**

**EXHIBIT A-1 – REVISED PERFORMANCE STATEMENT**

**EXHIBIT B-2 – REVISED BUDGET**

**EXHIBIT E-1 – REVISED IMPLEMENTATION SCHEDULE**

# REVISED 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 the 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'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.

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 4418 Tompson 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 forty kilowatt (20 – 40 kW) permanently-affixed generator |
| Lift Station B | 300 17th Street | Install one (1) twenty to forty kilowatt (20 – 40 kW) permanently-affixed generator |
| Lift Station C | 950 9th Street | Install one (1) twenty to forty kilowatt (20 – 40 kW) permanently-affixed generator |
| Lift Station D | 845 16th Street | Install one (1) one hundred to one hundred 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 seventy to one hundred 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 kW – 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

Santa Fe High School

Grantee shall purchase and install one (1) one thousand seven hundred fifty to two thousand two hundred 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.

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 hundred and fifty kilowatt 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 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 seventy-five kilowatt (100 kW - 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

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.

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 – 1,000 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 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 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 the Budget

Planning Study-31

Galveston County Drainage Study

Grantee shall perform a county wide drainage study encompassing areas of 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. This is a county wide study for 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 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 the Budget.

## COUNTY OF GALVESTON

| LINE | CATEGORIES | CONTRACT FUNDS | OTHER FUNDS | TOTAL |
|---|---|---|---|---|
| 1a | Water Facilities | $ 61,983 | $ | $ 61,983 |
| 1b | Sewer Facilities | $ 799,952 | $ | $ 799,952 |
| 6 | Neighborhood Facilities/ Community Centers | $ 1,164,800 | $ | $ 1,164,800 |
| 10 | Fire Protection Facilities and Equipment | $ 7,572,140 | $ 1,060,060[1] | $ 8,632,200 |
| 14. | Specially Authorized Public Facilities and Improvements | $ 876,700 | $ 61,400[1] | $ 938,100 |
| 30 | Engineering/Architectural Serv (Total for all construction accounts) | $ 1,670,211 | $ 9,210[1] | $ 1,679,421 |
| 31 | Planning Study (NOT TO EXCEED 16%) | $ 2,330,000 | $ 70,000[2,3] | $ 2,400,000 |
| 33 | Planning / Project Delivery | $ 1,158,570 | $ | $ 1,158,570 |
| | TOTALS | $ 15,634,356 | $ 1,200,670 | $ 16,835,026 |

**[1]County of Galveston General Fund**
**[2]City of Galveston**
**[3]Historic Downtown Strand Seaport Partnership**

# Revised Implementation Schedule

## County of Galveston

Exhibit E-1
GLO Contract No 10-5052-000-5028
Amendment No 5
Page 1 of 6

**Water Facilities - GCWCID No. 19 Water Plant (75 kW Generator)**

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Preliminary Engineering | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Design Survey | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Plans and Specs | | | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | |
| Bid and Award Construction Contract | | | | | | | | ■ | ■ | | | | | | | | | | | | | | | | |
| Start Construction | | | | | | | | | | ■ | | | | | | | | | | | | | | | |
| Construction Complete | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

## Sewer Facilities - Bacliff MUD Lift Stations (3 - 75 kW Generators)

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Preliminary Engineering | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Design Survey | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Plans and Specs | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | |
| Bid and Award Construction Contract | | | | | | | | | ■ | ■ | | | | | | | | | | | | | | | |
| Start Construction | | | | | | | | | | | ■ | | | | | | | | | | | | | | |
| Construction Complete | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

## Sewer Facilities - Bayview MUD Lift Stations (3 - 25 kW Generators)

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Preliminary Engineering | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Design Survey | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Plans and Specs | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | |
| Bid and Award Construction Contract | | | | | | | | | ■ | ■ | | | | | | | | | | | | | | | |
| Start Construction | | | | | | | | | | | ■ | | | | | | | | | | | | | | |
| Construction Complete | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

**Sewer Facilities - San Leon MUD Lift Stations (6 - 25 kW to 75kW Generators)**

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Preliminary Engineering | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | |
| Complete Design Survey | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | |
| Complete Plans and Specs | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | |
| Bid and Award Construction Contract | | | | | | | | | | | | ■ | ■ | | | | | | | | | | | | |
| Start Construction | | | | | | | | | | | | | | ■ | | | | | | | | | | | |
| Construction Complete | | | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

**Sewer Facilities - GCWCID No. 19 Lift Station and Grinder Unit (2 - 5 kW to 75kW Generators)**

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Preliminary Engineering | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Design Survey | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Plans and Specs | | | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | |
| Bid and Award Construction Contract | | | | | | | | ■ | ■ | | | | | | | | | | | | | | | | |
| Start Construction | | | | | | | | | | ■ | | | | | | | | | | | | | | | |
| Construction Complete | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

**Neighborhood Facilities / Community Centers - Santa Fe High School/ Shelter (2,000 kW Generator)**

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Preliminary Engineering | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Design Survey | | | | ■ | | | | | | | | | | | | | | | | | | | | | |
| Complete Plans and Specs | | | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | |
| Bid and Award Construction Contract | | | | | | | | ■ | ■ | | | | | | | | | | | | | | | | |
| Start Construction | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| Construction Complete | | | | | | | | | | | | | | | | | | | | | | ■ | | | |

**Neighborhood Facilities / Community Centers – Crenshaw Elementary and Middle School / Shelter**

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Preliminary Engineering | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Complete Design Survey | | | | ■ | | | | | | | | | | | | | | | | | | | | | |
| Complete Plans and Specs | | | | | ■ | ■ | | | | | | | | | | | | | | | | | | | |
| Bid and Award Construction Contract | | | | | | | ■ | ■ | | | | | | | | | | | | | | | | | |
| Start Construction | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | |
| Construction Complete | | | | | | | | | | | | | | | ■ | | | | | | | | | | |

## Fire Protection Facilities and Equipment – San Leon VFD

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | |
| Architect/Engineer Notice To Proceed | ■ | | | | | | | | | | | | | | | | | | | | | | | |
| Preliminary Building Design | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | |
| Topographic Survey | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | |
| Geotechnical Investigation | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | |
| Final Building Design | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | |
| Building Permitting | | | | | | | | ■ | | | | | | | | | | | | | | | | |
| Project Advertise | | | | | | | | | ■ | | | | | | | | | | | | | | | |
| Project Bid and Award | | | | | | | | | | ■ | | | | | | | | | | | | | | |
| Construction Notice To Proceed | | | | | | | | | | ■ | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | |

## Fire Protection Facilities and Equipment – Crystal Beach Fire and EMS Facility

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | |
| Architect/Engineer Notice To Proceed | ■ | | | | | | | | | | | | | | | | | | | | | | | |
| Building Programming | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | |
| Preliminary Building Design | | | | ■ | ■ | | | | | | | | | | | | | | | | | | | |
| Topographic Survey | | | | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | |
| Geotechnical Investigation | | | | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | |
| Final Building Design | | | | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | | |
| Building Permitting | | | | | | | | | | | ■ | | | | | | | | | | | | | |
| Project Advertise | | | | | | | | | | | | ■ | | | | | | | | | | | | |
| Project Bid and Award | | | | | | | | | | | | | ■ | | | | | | | | | | | |
| Construction Notice To Proceed | | | | | | | | | | | | | ■ | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

## Fire Protection Facilities and Equipment – Port Bolivar Fire and EMS Facility

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | |
| Architect/Engineer Notice To Proceed | ■ | | | | | | | | | | | | | | | | | | | | | | | |
| Building Programming | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | |
| Preliminary Building Design | | | | ■ | ■ | | | | | | | | | | | | | | | | | | | |
| Topographic Survey | | | | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | |
| Geotechnical Investigation | | | | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | |
| Final Building Design | | | | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | | |
| Building Permitting | | | | | | | | | | | ■ | | | | | | | | | | | | | |
| Project Advertise | | | | | | | | | | | | ■ | | | | | | | | | | | | |
| Project Bid and Award | | | | | | | | | | | | | ■ | | | | | | | | | | | |
| Construction Notice To Proceed | | | | | | | | | | | | | ■ | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

## Fire Protection Facilities and Equipment – High Island Fire and EMS Facility

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering Activities** | | | | | | | | | | | | | | | | | | | | | | | | |
| Architect/Engineer Notice To Proceed | ■ | | | | | | | | | | | | | | | | | | | | | | | |
| Building Programming | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | |
| Preliminary Building Design | | | | ■ | ■ | | | | | | | | | | | | | | | | | | | |
| Topographic Survey | | | | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | |
| Geotechnical Investigation | | | | | | ■ | ■ | ■ | | | | | | | | | | | | | | | | |
| Final Building Design | | | | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | | |
| Building Permitting | | | | | | | | | | | ■ | | | | | | | | | | | | | |
| Project Advertise | | | | | | | | | | | | ■ | | | | | | | | | | | | |
| Project Bid and Award | | | | | | | | | | | | | ■ | | | | | | | | | | | |
| Construction Notice To Proceed | | | | | | | | | | | | | ■ | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

# AGENDA ITEM #27a

2012017681

2 PGS

# RELEASE OF LIEN
# AND ACKNOWLEDGEMENT OF PAYMENT

THE STATE OF TEXAS *

COUNTY OF GALVESTON *

WHEREAS, heretofore, the County of Galveston, Texas, by the Due on Sale and Transfer of Property Disclosure filed for record in the Official Public Records of Real Property of Galveston County, Texas, on October 7, 2010 and recorded by Instrument No 2010050073, consisting of three (3) pages, noticing a debt for a loan provided by federal disaster relief funds under the CDBG Disaster Recovery Program as detailed in the State of Texas Action plan dated March 4, 2009

WHEREAS, such document contained due on sale and due on move clauses, with all un-forgiven and unpaid balance of the Unsecured Note, including interest (if applicable), payable to the County of Galveston if such clauses were triggered.

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 debt or lien created by the Due on Sale and Transfer of Property Disclosure, the following real property described as

**ABST 205 PAGE 6 LOTS 13, 14 & E 60 FT OF LOTS 15 & 16 BLK 3, TEXAS CITY, Galveston County, Texas, according to the map or plat thereof recorded in the office of the County Clerk of Galveston County, Texas with a property address of 201 Bay Street North, Texas City, Texas 77590.**

WITNESS the execution of these presents, this the 3rd day of

April, 20 12

COUNTY OF GALVESTON, TEXAS

BY Mark Henry

Mark Henry,
County Judge

ATTEST: Dwight D. Sullivan

Dwight Sullivan,
County Clerk

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 3rd day of April, 20 12.

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

Roxana Lewis
NOTARY PUBLIC in and for the State of Texas

My Commission Expires Feb. 14, 2015

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2012017681

April 09, 2012 10 54 08 AM

FEE $0 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

# AGENDA ITEM #28a

A This policy is on the County website **It is the responsibility of the Employee to view and print off the policy in its entirety at Galveston County Auditor's Office website at www.co.galveston.tx.us and select Auditor's Office.**

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

# AGENDA ITEM #29a

# MUTUAL NON-DISCLOSURE AGREEMENT FOR TECHSHARE JUVENILE AND JCMS-BASIC

This Agreement, which is effective as of April 3, 2012 (the "Effective Date"), is made and entered into by and between Galveston County ("County"), whose address is. 722 Moody, Galveston, Texas 77550, the Texas Juvenile Justice Department ("Department") whose address is: P O Box 12757, Austin, Texas 78711-2757, and the Texas Conference of Urban Counties, Inc ("Urban Counties"), whose address is 500 W. 13th St , Austin, Texas 78701. The Urban Counties, Department and County are individually each a "Party" and collectively, the "Parties" Except as otherwise indicated herein, a reference to a Party includes any political subdivision or department operated by or under the authority of the Party and all affiliates of the Party including any person, partnership, joint venture, corporate, subsidiary or other form of enterprise, domestic or foreign, that is directly, indirectly, or under common control of or controlled by the Party.

1 Background. Urban Counties, through its TechShare program, and the Department have developed TechShare Juvenile and the Juvenile Case Management System Basic (both of which are hereinafter collectively referred to as "JCMS") in conjunction with other partner agencies County desires to have access to information regarding JCMS in order to evaluate JCMS for possible implementation within County. In the course of such evaluation, Urban Counties and the Department will disclose or deliver to County and to County's directors, officers, employees, members, agents or advisors (collectively, "Representatives") certain confidential or proprietary information for the purpose of enabling County to evaluate the architecture, compatibility and functionality of JCMS At the same time, County will disclose to Urban Counties and/or the Department and their respective Representatives proprietary information pertaining to the County's information technology infrastructure The confidential information released pursuant to this agreement shall be used solely for the purpose of evaluating, implementing, and operating JCMS in support of the County's Juvenile Probation Department as a replacement system for the County's legacy Caseworker/5 installation (the "Purpose"). The Parties have entered into this Agreement to assure the confidentiality of each Party's confidential and proprietary information under the terms of this Agreement

2 Confidential Information As used in this Agreement, the term "Confidential Information" means all information and specifications, designs, application, operating system, database, communication and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to JCMS in the case of Confidential Information belonging to Urban Counties or the Department The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of JCMS. "Confidential Information" includes information in any form, whether written, electronic, or verbal. In addition, the term "Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this Agreement

3 Use and Disclosure of Confidential Information Each Recipient Party and its respective Representatives shall use the Confidential Information only for the Purpose and the Confidential Information shall not be used for any other purpose without the prior written consent of the Disclosing Party Each Recipient Party and its respective Representatives shall hold in confidence, and shall not disclose any Confidential Information, provided, however, that: (i) a Recipient Party may disclose information as authorized by the Disclosing Party in advance in writing; and (ii) any of the Confidential Information may be disclosed by a Recipient Party to its Representatives who need to know the information in connection with the Purpose if they are informed of the confidential nature of the information and of the terms of this Agreement In any event, a Recipient Party shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not prohibit a Recipient Party from disclosing Confidential Information of a Disclosing Party to the extent required in order for the Recipient Party to comply with applicable laws, regulations and/or judicial process, provided that the Recipient Party provides prior written notice (if legally permitted) of the required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and minimize the extent of the disclosure.

4 Limitation on Obligations. The obligations of each Recipient Party specified in Section 3 above do not apply, and a Recipient Party has no further obligations, with respect to any Confidential Information to the extent that the Confidential Information:

(a) is part of the public domain at the time of disclosure or becomes part of the public domain without the Recipient Party or its Representatives violating this Agreement,

(b) becomes known to a Recipient Party through disclosure by sources other than the Disclosing Party without the sources violating any confidentiality obligations to the Disclosing Party, or

(c) is independently developed by a Recipient Party without reference to or reliance upon the Disclosing Party's Confidential Information

5 Return of Confidential Information. A Recipient Party shall, upon the written request of a Disclosing Party, return to the Disclosing Party all Confidential Information received from the Disclosing Party (and all copies and reproductions). In addition, a Recipient Party shall destroy· (i) any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information, and (ii) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party Alternatively, upon written request of a Disclosing Party, a Recipient Party shall destroy all Confidential Information received from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information Notwithstanding the return or destruction of the Confidential Information, a Recipient Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. Notwithstanding the foregoing obligations, a Recipient Party may retain and not destroy any Confidential Information it is required to retain pursuant to applicable law.

6 Confidentiality of Juvenile Information and Data. Each Party acknowledges and agrees that JCMS contains confidential aggregate and identifiable juvenile offender data deemed confidential under Chapters 58 and 261 of the Texas Family Code and other applicable state, federal and administrative laws Access to juvenile records, files or data is restricted to individuals or entities specifically authorized by law or pursuant to an order of the court The statutory provisions governing the disclosure, dissemination and exchange of juvenile justice information are

set forth in Chapter 58 of the Family Code and other applicable provisions For purposes of this Agreement, each Party agrees that access to JCMS juvenile justice information and data shall be limited to criminal and/or juvenile justice purposes or for any other approved purposes set forth in this Agreement, statute or other applicable law. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure or dissemination of confidential juvenile justice information under this Agreement

7 Multiple Counterparts For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one agreement binding on all Parties.

EXECUTED as of the day and year first set forth above.

TEXAS CONFERENCE OF URBAN COUNTIES

By _____

Title: Executive Director

4/27/12

TEXAS JUVENILE JUSTICE DEPARTMENT

By: Cheryl K Townsend

Title: Executive Director

GALVESTON COUNTY

By: Mark Henry

Mark Henry

Title: County Judge

# AGENDA ITEM #30a

THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPB**
PURCHASING AGENT

**GWEN MCLAREN, CPPB**
ASST PURCHASING AGENT

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

March 27, 2012

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

Re Purchase of Storage Area Network Replacement 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

- **Storage Area Network Replacement**

The vendor of choice is Unique Digital Technology, Inc, dba Unique Digital, Inc , who also provided the lowest quote for the requested items

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

# County of Galveston

Information Technology

March, 2012

Re Information Technology Storage Area Network Replacement Project

Specifications were developed by County Server Analysts and Contract assistance from NSD
These specifications were developed to encompass the needs of Galveston County Information Technology
All vendors submitted proposed solutions were required to meet or exceed these criteria. Please refer to the information below as to the vendor submittals We have indicated which vendors have met the criteria upon each section

| Criteria | NetApp/INX | EMC/UDI | Compellant/Dell |
|---|---|---|---|
| 2 compatible systems (1 EMF, 1CHM) | Yes | Yes | Yes |
| 20TB of usable fiber channel storage | Yes | Yes | Yes |
| 20-40TB of usable SATA storage Preference will be given to those who are closer to 40TB | Yes | Yes | No |
| Fiber Channel/NFS/CIFS/iSCSI | Yes | Yes | No |
| Virtual Provisioning | Yes | Yes | No |
| Integration with VMware | Yes | Yes | No |
| Block based Snapshots | Yes | Yes | No |
| Integration with Microsoft VSS for granular recovery | Yes | Yes | No |
| Installation & Migration of Data For Courthouse & EMF SANs | Yes | Yes | Yes |
| Remove/trade value for current SAN equipment | $2040 00 | $32,575 00 | Note Quoted |
| Data Migration services | Not Quoted | Yes | Yes (only 18Tb) |

The INX NetApp solution is extremely costly, even with some of the current 6-year-old equipment is being re-used Upgrade and expandability options on their 3140 will be maxed out. Two-way replication will not be possible between Courthouse and EMF equipment, as the EMF equipment will be newer, with a newer version operating system than is capable on the 3140 This will limit our options for easily using both sites as production environments INX/Presidio has been slow about answering questions and providing additional information Professional/installation services would be provided, but the cost figures have not been submitted as yet, so quote will ultimately be even higher

# County of Galveston

Information Technology

The UDI/EMC solution is considerably less expensive, and is all new SAN equipment Solution more than meets the requested criteria This solution can be expanded or upgraded later on

All questions and requests for information have been promptly provided by UDI

The Compellent/ Dell solution is least expensive, but does not meet basic criteria Quote is basic and unclear, and seems to only quote one system No equipment trade-in figures were submitted Slow response time by Centre Technologies

The EMC solution from UDI best meets the technical and budgetary criteria We are asking for approval for purchase of their proposal based upon the information above

Thank You

*James E. Johnson*

*Galveston County Information Technology*
*722 Moody, Galveston, Texas 77550*
*Main (409)766 2220*
*Help Desk (409)765-2685 Fax (409)765-2665*
*email james.johnson2@co.galveston.tx.us*

# Quote

Unique Digital, Inc.
10595 Westoffice
Houston, Texas 77042
Phone: (713) 777-0447
FAX: (713) 777-0749

Quote No. Galveston_031612_(2)VNX5300
Date: March 16, 2012

| Bill To: | Galveston County<br>DIR-SDD-1418 | Ship To: | Same |
|---|---|---|---|

| TERMS | REFERENCE | VALIDITY | SHIPPED VIA | F O.B. | SALES PERSON |
|---|---|---|---|---|---|
| Net 30 | | 30-Jun-12 | | Houston | Allison Zayler |

| QTY | DESCRIPTION | LIST PRICE | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | **EMC VNX 5300 (Main - Galveston)** | | | |
| 1 | **VNX53D156015M** VNX 5300 with Disk Processor Enclosure, Includes Two Data Movers, Protocols CIFS, NFS, FTP, MPFS, & PNFS, 4-port 1GB ISCSI I/O Module, Additional 8GB SFP, (8) 600GB 15K SAS Disk Drives, Standby Power Supply, power cords, and 3 Years 3x9 Enhanced Hardware Support | $28,131 00 | $17,769 70 | **$17,769 70** |
| 4 | **V31-DAE-N-15** 3U DAE with (15) 3 5" Drive Slots | $2,360 00 | $1,534 00 | **$6,136 00** |
| 22 | **V3-VS15-600** 600GB 15K SAS Disk Drive | $1,080 00 | $611 00 | **$13,442 00** |
| 26 | **V3-VS07-020** 2TB 7200RPM 6GB SAS Disk Drive | $950 00 | $536 25 | **$13,942 50** |
| 7 | **FLV3VS6F-100** 100GB SAS FLASH Drives | $2,610 00 | $1,696 50 | **$11,875 50** |
| 1 | **UNIU-V53** Unisphere for Unified VNX 5300 | $8,194 00 | $5,326 10 | **$5,326 10** |
| 1 | **PPAK-V53** Total Protection Pack for VNX5300 | $18,700 00 | $12,155 00 | **$12,155 00** |
| 1 | **FSTS-V53** FAST Suite for VNX 5300 | $3,797 00 | $2,468 05 | **$2,468 05** |
| 4 | **LC-LC-10M** 10M LC-LC Fibre Channel Cable | | $65 00 | **$260 00** |
| 1 | **WU-PREHW-001** Warranty Upgrade to EMC 24x7 Premium Hardware Support for 3 Years | | $8,747 00 | **$8,747 00** |
| 1 | **EMC-DISC-HW** EMC Premium Hardware Support for 3 Years waived | | $8,747 00 | **-$8,747 00** |
| 1 | **M-PRESW-001** EMC 24x7 Premium Software Support for 3 Years | | $16,573 00 | **$16,573.00** |
| | | | **SUBTOTAL** | **$99,947.85** |

| | EMC VNX 5300 (Secondary - EMF) | | | |
|---|---|---|---|---|
| 1 | **VNX53D156015M** VNX 5300 with Disk Processor Enclosure, Includes Two Data Movers, Protocols CIFS, NFS, FTP, MPFS, & PNFS, 4-port 1GB ISCSI I/O Module, Additional 8GB SFP, (8) 600GB 15K SAS Disk Drives, Standby Power Supply, power cords, and 3 Years 3x9 Enhanced Hardware Support | $28,131 00 | $17,769 70 | **$17,769 70** |
| 4 | **V31-DAE-N-15** 3U DAE with (15) 3 5" Drive Slots | $2,360 00 | $1,534 00 | **$6,136 00** |
| 22 | **V3-VS15-600** 600GB 15K SAS Disk Drive | $1,080 00 | $611 00 | **$13,442 00** |
| 26 | **V3-VS07-020** 2TB 7200RPM 6GB SAS Disk Drive | $950 00 | $536 25 | **$13,942 50** |
| 7 | **FLV3VS6F-100** 100GB SAS FLASH Drives | $2,610 00 | $1,696 50 | **$11,875 50** |
| 1 | **UNIU-V53** Unisphere for Unified VNX 5300 | $8,194 00 | $5,326 10 | **$5,326.10** |
| 1 | **PPAK-V53** Total Protection Pack for VNX5300 | $18,700 00 | $12,155 00 | **$12,155 00** |

| | | | | |
|---|---|---|---|---|
| 1 | **FSTS-V53** FAST Suite for VNX 5300 | $3,797 00 | $2,468 05 | **$2,468 05** |
| 4 | **LC-LC-10M** 10M LC-LC Fibre Channel Cable | | $65 00 | **$260 00** |
| 1 | **WU-PREHW-001** Warranty Upgrade to EMC 24x7 Premium Hardware Support for 3 Years | | $8,747 00 | **$8,747 00** |
| 1 | **EMC-DISC-HW** EMC Premium Hardware Support for 3 Years waived | | -$8,747 00 | **-$8,747 00** |
| 1 | **M-PRESW-001** EMC 24x7 Premium Software Support for 3 Years | | $16,573 00 | **$16,573 00** |
| | | | **SUBTOTAL** | **$99,947.85** |

| | | | | |
|---|---|---|---|---|
| | **Installation** | | | |
| 1 | **UDI-INST** Unique Digital Installation & Configuration of VNX 5300's, Includes data mirgration services | | $16,000 00 | **$16,000 00** |
| | | | **SUBTOTAL** | **$16,000.00** |

| | | | | |
|---|---|---|---|---|
| | **Discounts** | | | |
| 1 | **EMC-SWAP** EMC Trade-in Discount for NetApp FAS3140 & FAS3020, Discount valid thru 06-30-2012 | | -$27,575 00 | **-$27,575 00** |
| 1 | **UDI-DISC** Special One-Time Discount from UDI, Discount valid thru 06-30-2012 | | $5,000 00 | **-$5,000 00** |
| | | | **SUBTOTAL** | **-$32,575.00** |

| | |
|---|---|
| **SUBTOTAL** | **$183,320.70** |
| **SALES TAX RATE %** | **8 25%** |
| **SALES TAX** | **Exempt** |
| **SHIPPING & HANDLING** | **Will Invoice** |
| **TOTAL DUE** | **$183,320.70** |

**Allison Zayler**

**SIGNATURE**

**CUSTOMER SIGNATURE**

INX Go DIRect

**Quote #** 11222072-01
**Date** 03/02/2012


**Title** NetApp Storage Upgrades-NetApp Option 1

**To** JJ Allen
Galveston County
PO Box 1418
Galveston TX 77553

**Phone** 409-770-6013
**Email** jj allen@co galveston tx us

**From** Mary Holt
Presidio Networked Solutions
11757 Katy Freeway
Suite 500
Houston TX, 77079

**Phone** 713 795 2951
**Fax**
**Email** mholt@presidio com
**Account Manager** Beth Ahlschlager

**Ship To** Galveston County -Information Technology
722 Moody Avenue
2nd Floor
GALVESTON TX, 77550

**Contact** JJ Allen
**Phone** 409-770-6013
**Email** jj allen@co galveston tx us

| # | Part # | Description | Qty | Price | Ext Price |
|---|---|---|---|---|---|
| 1 | DS4243-0748-24A-SK-R5 | DSK SHLF,24x2 0TB,7 2K,SATA,IOM3,SK,R5 | 1 | $23,800 83 | $23,800 83 |
| 2 | F2240A-2-12X600-8G-R5 | FAS2240-2,HA,12x600GB 8G FC,Dual CTL | 1 | $21,716 67 | $21,716 67 |
| 3 | FAS2240A-HA-SW-R5 | FAS2240A,HA CFO Software,R5 | 2 | $0 00 | $0 00 |
| 4 | TI-D-BASE | Trade-in Credit,D,Platform Base | 1500 | ($0 68) | ($1 020 00) |
| 5 | X5526A-R6 | Rackmount Kit,4-Post,Universal,R6 | 2 | $68 89 | $137 78 |
| 6 | X6557-R6 | Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,0 5m | 2 | $68 89 | $137 78 |
| 7 | X6558-R6 | Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m | 2 | $103 33 | $206 66 |
| 8 | X6561-R6 | Cable,Ethernet,2m RJ45 CAT6 | 3 | $6 20 | $18 60 |
| 9 | X800E-R6 | Power Cable North America,R6 | 4 | $0 00 | $0 00 |
| 10 | SW-2240A-COMP-BNDL-P | SW,Complete BNDL,2240A,-P-Message Includes ISCSI, FCP, CIFS, NFS,SnapRestore, SnapVault, SnapMirror, FlexClone, SnapDrive for Win, SnapDive for Unix,SnapManager for Exchange, SQL SharePoint, Oracle, SAP, Vi Hyper-V, SMBR ( 1500mailboxes), SnapLock Comp and SnapLock Ent | 2 | $8,550 00 | $17,100 00 |
| 11 | SW-2240A-ONTAP8-P | SW,Data ONTAP Essentials,2240A,-P, Message Includes Data ONTAP DSM MPIO and, Local SyncMirror | 2 | $0 00 | $0 00 |
| 12 | TI-K-SW | Trade-in Credit,K,Software Returns | 1500 | ($0 68) | ($1,020 00) |
| 13 | CS-O2-4HR | SupportEdge Premium 4hr Onsite -36 Months | 1 | $17,653 81 | $17,653 81 |
| 14 | X-320-0008-R5-C | 8-Pt Brocade 300 Full Fab FC 8Gbps,-C,R5 | 2 | $2,939 00 | $5,878 00 |
| 15 | X5515A-R6 | Rackmount Kit,4N2 DS14-Middle,R6 | 2 | $100 00 | $200 00 |
| 16 | X800E-R6-C | Power Cable North America -C,R6 | 2 | $0 00 | $0 00 |
| 17 | CS-O2-4HR | SupportEdge Premium 4hr Onsite -36 Months | 2 | $639 23 | $1,278 46 |

Texas DIR-SDD-1458 NetApp Data Storage **Grand Total** **$86,088 59**

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER LISTED ABOVE

INX PRESIDIO Go DiRect



Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Presidio Representative _____ Date _____

INX Go DIRect

**Quote #** 11222085-01
**Date** 03/02/2012


**Title** NetApp Storage Upgrades-Option 2

**To** JJ Allen
Galveston County
PO Box 1418
Galveston TX, 77553

**Phone** 409-770-6013
**Email** jj allen@co galveston tx us

**From** Mary Holt
Presidio Networked Solutions
11757 Katy Freeway
Suite 500
Houston TX, 77079

**Phone** 713 795 2951
**Fax**
**Email** mholt@presidio com
**Account Manager** Beth Ahlschlager

**Ship To** Galveston County -Information Technology
722 Moody Avenue
2nd Floor
GALVESTON TX 77550

**Contact** JJ Allen
**Phone** 409-770-6013
**Email** jj allen@co galveston tx us

| # | Part # | Description | Qty | Price | Ext Price |
|---|---|---|---|---|---|
| 1 | DS4243-1514-24S-QS-R5 | DSK SHLF,24x600GB,15K,3Gb SAS,IOM3,QS,R5 | 1 | $63,765 18 | $63,765 18 |
| 2 | X5526A-R6 | Rackmount Kit,4-Post,Universal,R6 | 1 | $68 89 | $68 89 |
| 3 | X6558-R6 | Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m | 4 | $103 33 | $413 32 |
| 4 | X6561-R6 | Cable,Ethernet,2m RJ45 CAT6 | 3 | $6 20 | $18 60 |
| 5 | X800E-R6 | Power Cable North America,R6 | 4 | $0 00 | $0 00 |
| 6 | CS-O2-4HR | SupportEdge Premium 4hr Onsite -9 Months | 1 | $6,014 04 | $6,014 04 |
| 7 | DS4243-1514-24S-QS-R5 | DSK SHLF,24x600GB,15K,3Gb, SAS,IOM3,QS,R5 | 1 | $63,820 73 | $63,820 73 |
| 8 | X5526A-R6 | Rackmount Kit,4-Post,Universal,R6 | 1 | $68 89 | $68 89 |
| 9 | X6558-R6 | Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m | 4 | $103 33 | $413 32 |
| 10 | X6561-R6 | Cable Ethernet,2m RJ45 CAT6 | 3 | $6 20 | $18 60 |
| 11 | X800E-R6 | Power Cable North America,R6 | 4 | $0 00 | $0 00 |
| 12 | CS-O2-4HR | SupportEdge Premium 4hr Onsite -9 Months | 1 | $6,014 04 | $6,014 04 |
| 13 | DS4243-0748-24A-QS-R5 | DSK SHLF,24x2 0TB,7 2K,SATA,IOM3,QS,R5 | 1 | $63,478 36 | $63,478 36 |
| 14 | X5526A-R6 | Rackmount Kit,4-Post,Universal,R6 | 1 | $68 89 | $68 89 |
| 15 | X6558-R6 | Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m | 2 | $103 33 | $206 66 |
| 16 | X6561-R6 | Cable,Ethernet,2m RJ45 CAT6 | 2 | $6 20 | $12 40 |
| 17 | X800E-R6 | Power Cable North America,R6 | 2 | $0 00 | $0 00 |
| 18 | CS-O2-4HR | SupportEdge Premium 4hr Onsite -9 Months | 1 | $5,981 79 | $5,981 79 |
| 19 | X-320-0008-R5-C | 8-Pt Brocade 300 Full Fab FC 8Gbps,-C,R5 2 $ | 2 | $2,775 72 | $5,551 44 |
| 20 | X5515A-R6 | Rackmount Kit,4N2,DS14-Middle,R6 | 2 | $68 89 | $137 78 |
| 21 | X800E-R6-C | Power Cable North America,-C,R6 | 2 | $0 00 | $0 00 |
| 22 | CS-O2-4HR | SupportEdge Premium 4hr Onsite -9 Months | 2 | $190 78 | $381 56 |

| | | | | | |
|---|---|---|---|---|---|
| 23 | X2065A-R6 | HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe, Message Not for use on FAS2050 and Requires Minimum DataONTAP 7 3 2 | 2 | $1,377 78 | $2,755 56 |

Texas DIR-SDD-1458 NetApp Data Storage **Grand Total** **$219,190 05**

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

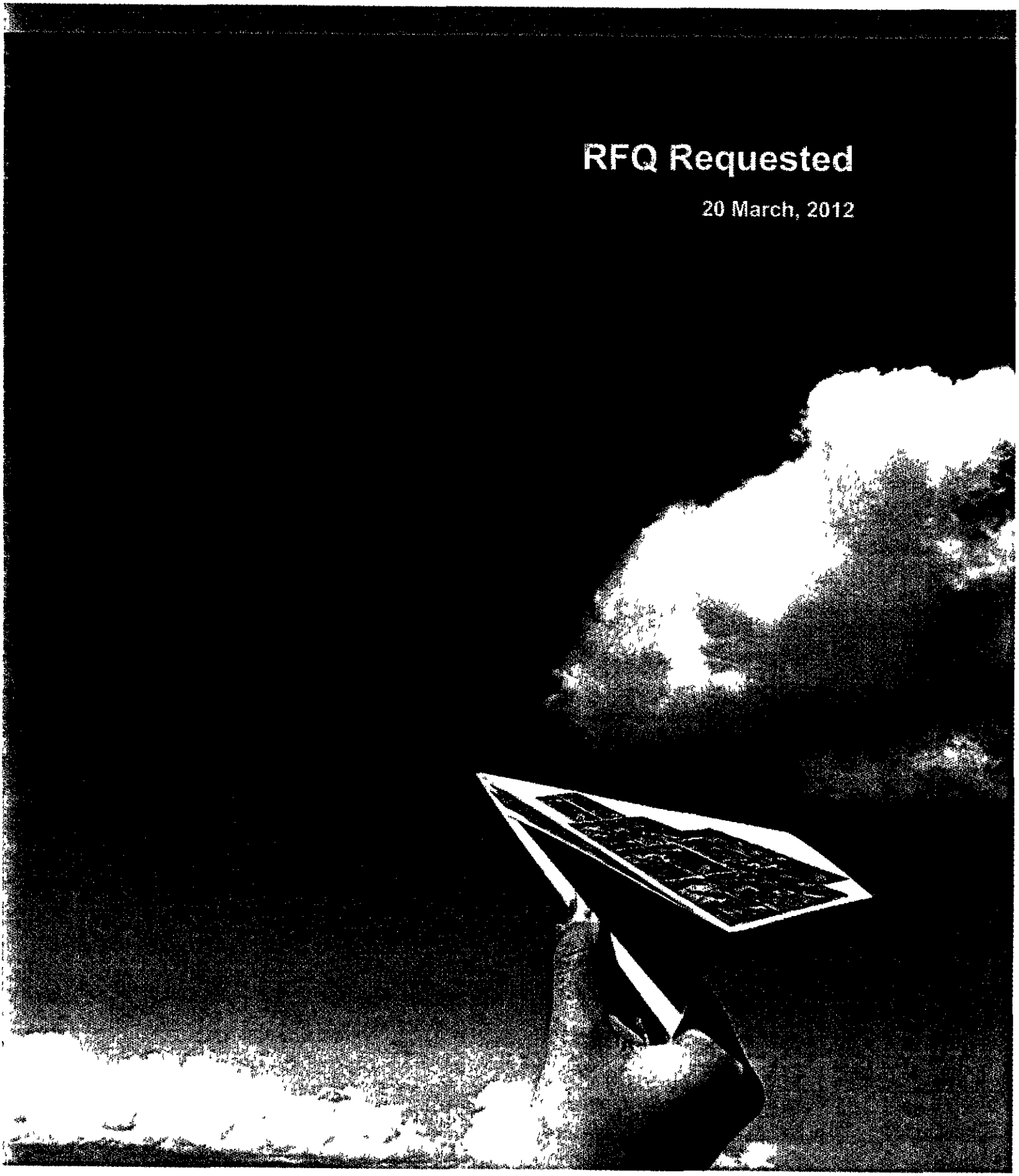
Customer Signature Date

Presidio Representative Date

**Centre Technologies**
480 North Sam Houston Parkway East
Houston, TX 77060
**Ph** 281-506-2480 **Fax** 281-763-2355
**www centretechnologies com**

# RFQ Requested

20 March, 2012



**Centre Technologies**
480 North Sam Houston Parkway East
Houston, TX 77060
**Ph** 281-506-2480 **Fax.** 281-763-2355
**www centretechnologies com**

**Prepared For**

JJ Allen
Galveston County
722 21st Street
Galveston TX 77550

**Quote ID.** AB-004895
**Date:** Tuesday, March 20, 2012
**Expires:** Wednesday, June 20, 2012
**Prepared By.** Alexandra Brown
281-741-6338
abrown@centretechnologies com

Dell DIR Contract Number TOF05ADK

Totals
Power (Watts) 2,848 00
Heat (BTUs) 10,472 00
Rack Units 14 00
Weight (Lbs) 421 00
FC (Raw TB) 0 00
SATA (Raw TB) 0 00
SSD (Raw TB) 0 00
SAS (Raw TB) 86 40
Total (Raw TB) 86 40

**Support Term 1 year**

Hardware Support Term $12,940 00
Software Support Term $15,002 22

# Hardware

| Description | Qty |
|---|---|
| *QuickStart Bundle* | |
| QuickStart SC040, 2 5" SAS Bundle Series<br>QuickStart SC040, 2 5" SAS Bundle<br>Series 40 Storage Controller, 3U, 6GB RAM 1<br>Enclosure, SAS, 6Gb, 2 5" 24-bay 1<br>IO, SAS, 6Gb, 4 Wide-ports, PCI-E 1<br>Cabling, SAS, 2-meter 2 | 1 |
| QuickStart Series 40 Bundle Software<br>QuickStart SC040 SAS Bundle Software<br>SW, Dynamic Capacity Base License<br>SW, Data Instant Replay Base License<br>SW, Storage Center Core Base License<br>SW, Enterprise Manager Foundation License, Unlimited<br>SW, Enterprise Manager Reporter License, Unlimited | 1 |
| QuickStart Series 40 Controller Upgrade<br>QuickStart SC040, SAS Clustered Controller Upgrade<br>Series 40 Storage Controller, 3U, 6GB RAM 1<br>IO, SAS, 6Gb, 4 Wide-ports, PCI-E 1<br>Cabling, SAS, 2-meter 2 | 1 |

**Centre Technologies**
480 North Sam Houston Parkway East
Houston, TX 77060
**Ph.** 281-506-2480 **Fax** 281-763-2355
**www centretechnologies com**

## Hardware

| Description | | Qty |
|---|---|---|
| | QuickStart Series 40 Controller Upgrade Software<br>QuickStart SC040 SAS Clustered Software<br>SW, Dynamic Controllers Base License | 1 |
| | Controller Conversion Kit<br>CORD,PWR,250V,10A,6',C13/C14<br>CORD,PWR,250V,10A,6',5-15/C13 | 2 |
| | Conversion Kit Enclosure<br>Conversion Kit, Enclosure, SAS 3 5" Drives, New System Order<br>CORD,PWR,250V,10A,6',C13/C14<br>CORD,PWR,250V,10A,6',5-15/C13<br>6Gb SAS Cable, 0 5M<br>6Gb SAS Cable, 2M | 4 |
| | Conversion Kit, zNAS<br>Conversion Kit, zNAS<br>CORD,PWR,250V,10A,6',C13/C1<br>CORD,PWR,250V,10A,6',5-15/C13<br>Optical Cable, LC/LC, 3M, Orange | 2 |
| *Hardware & Drives* | | |
| | 900GB, SAS, 6Gb, 10K HDD<br>900GB, SAS, 6Gb, 10K HDD | 28 |
| | 3TB, SAS, 6Gb, 7K ES HDD<br>3TB, SAS, 6Gb, 7K ES HDD | 18 |
| | Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2 5"<br>Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2 5" | 20 |
| | Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 3 5"<br>Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 3 5" | 6 |
| | Enclosure, SAS, 6Gb, 3 5" 12-bay<br>Enclosure, SAS, 6Gb, 3 5" 12-bay | 2 |
| | Compellent Enclosure, SAS, 6 Gb, 2 5", 24-bay<br>Compellent Enclosure, SAS, 6 Gb, 2 5", 24-bay | 1 |
| | IO, FC, 8 Gbps, 4-port, PCI-E<br>IO, FC, 8 Gbps, 4-port, PCI-E | 2 |

**Centre Technologies**
480 North Sam Houston Parkway East
Houston, TX 77060
**Ph** 281-506-2480 **Fax** 281-763-2355
**www centretechnologies com**

## Hardware

| Description | | Qty |
|---|---|---|
| | IO, iSCSI, 10 Gb, 2 port, Copper<br>IO, iSCSI, 10 Gb, 2 port, Copper | 2 |
| | IO, SAS, 6Gb, 4 Wide-ports, PCI-E<br>IO, SAS, 6Gb, 4 Wide-ports, PCI-E | 2 |
| | NX3000 for Compellent, 4-port 1Gb NIC, 2-port 8Gb FC HBA<br>NX3000 for Compellent, 4-port 1Gb NIC, 2-port 8Gb FC HBA | 2 |
| *Cold Spares* | | |
| | 900GB, SAS, 6Gb, 10K HDD<br>900GB, SAS, 6Gb, 10K HDD | 2 |
| | 3TB, SAS, 6Gb, 7K ES HDD<br>3TB, SAS, 6Gb, 7K ES HDD | 2 |
| *Hardware Support* | | |
| | Hardware Support<br>Hardware Support | 1 |
| *Discount* | | |
| | Compellent Discount | 1 |

**Hardware Subtotal** [redacted]

## Software

| Description | | Qty |
|---|---|---|
| | SW, Data Progression Base License<br>SW, Data Progression Base License | 1 |
| | SW, Data Progression Expansion License<br>SW, Data Progression Expansion License | 4 |
| | SW, Dynamic Controllers Expansion License<br>SW, Dynamic Controllers Expansion License | 4 |
| | SW, Data Instant Replay Expansion License<br>SW, Data Instant Replay Expansion License | 4 |

**Centre Technologies**
480 North Sam Houston Parkway East
Houston, TX 77060
**Ph** 281-506-2480 **Fax** 281-763-2355
**www.centretechnologies.com**

## Software

| Description | | Qty |
|---|---|---|
| | SW, Dynamic Capacity Expansion License<br>SW, Dynamic Capacity Expansion License | 4 |
| | SW, FastTrack Base License<br>SW, FastTrack Base License | 1 |
| | SW, FastTrack Expansion License<br>SW, FastTrack Expansion License | 4 |
| | SW, Storage Center Core Expansion License<br>SW, Storage Center Core Expansion License | 4 |
| | SW, Virtual Ports Expansion License<br>SW, Virtual Ports Expansion License | 4 |
| | SW, ZNAS Base License<br>80-Drive Software License | 1 |
| | SW, ZNAS Expansion License<br>SW, ZNAS Expansion License | 4 |
| | HA Cluster SW Licensing for 2 zNAS<br>HA Cluster SW Licensing for 2 zNAS | 4 |
| *Software Support* | | |
| | Software Support<br>Software Support | 1 |

**Software Subtotal** [redacted]

## Services

| Description | | Qty |
|---|---|---|
| | Installation & Configuration of up to 18TB of Data Migration | 1 |

**Services Subtotal** [redacted]

**Centre Technologies**
480 North Sam Houston Parkway East
Houston, TX 77060
**Ph.** 281-506-2480 **Fax** 281-763-2355
**www centretechnologies com**

## Quote Summary

| Description | |
|---|---|
| Hardware | |
| Software | |
| Services | |
| Managed Services | |
| Hosted Services | |
| Co-Location | |
| Hardware | |
| **Subtotal** | [redacted] |
| **Shipping** | [redacted] |
| **Tax** | [redacted] |
| **Total** | [redacted] |

**Taxes, shipping, handling and other fees may apply We reserve the right to cancel orders arising from pricing or other errors**

# AGENDA ITEM #30b1

# 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

March 27, 2012

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

Re RFQ #B121019, Coastal Grant Program & Project Management

Gentlemen,

On February 16, 2012, qualifications were opened for RFQ #B121019, Coastal Grant Program & Project Management, at which time two (2) qualifications were received from the following companies

- Coastal Strategies Group, LLC — High Island, Texas
- Project Control Houston — Houston, Texas

The Evaluation Committee recommends that Coastal Strategies Group, LLC be awarded the contract for this project

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

# COUNTY OF GALVESTON
## Community Services Division

Connie Nicholson, Director

March 23, 2012

Rufus Crowder, Purchasing Agent
County of Galveston

Mr Crowder,

The Coastal Grants Program & Project Management review committee met today March 23, 2012 to evaluate scoring of the proposals received After examination of the individual score sheets the committee unanimously agreed to request an award go to Coastal Strategies Group, LLC

We appreciate you moving forward in presenting this request to the Commissioners' Court

Respectfully,

Connie Nicholson

Connie Nicholson

722 Moody, 5th Floor • Galveston, TX 77550 • (409) 770-5545 or (409) 770-5543 • Fax (409) 766-4551

# Galveston County - Purchasing Department
# Request For Qualifications Tabulation Worksheet

## RFQ #B121019 - Coastal Grant Programs & Project Management - Opened February 16, 2012; 10:00 A.M.

**Evaluating Committee Member:** *Lee Crowder*

| Grading | Proposal Bond | Proposal Info | Insurance | Addenda (if any) | | | | | | | 30 | 20 | 20 | 10 | 20 | | | | | 100 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Experience and Capability of Firm | Esperience and Capabilities of Key Personnel on the Project Team | Ability to Interact with the County's Team Members already in place | Financial Stability and general reliability of the Firm | Projects of similar Size and Scope | | | | | Total Score |
| Lowest Base proposal and/or alternates | | | | | | | | | | | 0 | | | | | | | | | |
| **Proposer** | | | | | | | | | | | | | | | | | | | | |
| **Coastal Strategies Group, LLC** | | | | | | | | | | Rating | 27 | 19 | 18 | 5 | 10 | - | | | | |
| | | | | | | | | | | Grading | 0 90 | 0 95 | 0 90 | 0 50 | 0 50 | | | | | |
| | | | | | | | | | | Score | 27 00 | 19 | 18 | 5 | 10 | - | | | | 79 00 |
| **Project Control Houston** | | | | | | | | | | Rating | 10 | 10 | 10 | 8 | 10 | - | | | | |
| | | | | | | | | | | Grading | 0 33 | 0 50 | 0 50 | 0 80 | 0 50 | | | | | |
| | | | | | | | | | | Score | 10 | 10 | 10 | 8 | 10 | - | | | | 48 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |

**Evaluator signature:** 3-23-12 **Date**

[redacted]

# Galveston County - Purchasing Department
# Request For Qualifications Tabulation Worksheet

## RFQ #B121019 - Coastal Grant Programs & Project Management - Opened February 16, 2012; 10:00 A.M.

**Evaluating Committee Member:** *John Simsen*

| Grading | Proposal Bond | Proposal Info | Insurance | Addenda (if any) | | | | | | | 30 | 20 | 20 | 10 | 20 | | | | | 100 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Experience and Capability of Firm | Experience and Capabilities of Key Personnel on the Project Team | Ability to Interact with the County's Team Members already in place | Financial Stability and general reliability of the Firm | Projects of similar Size and Scope | | | | | Total Score |
| Lowest Base proposal and/or alternates | | | | | | | | | | | 0 | | | | | | | | | |
| **Proposer** | | | | | | | | | | | | | | | | | | | | |
| **Coastal Strategies Group, LLC** | | ✓ | | | | | | | | Rating | 25 | 20 | 20 | 5 | 15 | - | | | | |
| | | | | | | | | | | Grading | 0 83 | 1 00 | 1 00 | 0 50 | 0 75 | | | | | |
| | | | | | | | | | | Score | 25 00 | 20 | 20 | 5 | 15 | - | | | | 85 00 |
| **Project Control Houston** | | ✓ | | | | | | | | Rating | 20 | 10 | - | 10 | 15 | - | | | | |
| | | | | | | | | | | Grading | 0 67 | 0 50 | 0 00 | 1 00 | 0 75 | | | | | |
| | | | | | | | | | | Score | 20 | 10 | - | 10 | 15 | - | | | | 55 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |

**Evaluator signature** *[signature]* **Date** 3/23/2012

[redacted]

# Galveston County - Purchasing Department
# Request For Qualifications Tabulation Worksheet

## RFQ #B121019 - Coastal Grant Programs & Project Management - Opened February 16, 2012; 10:00 A.M.

**Evaluating Committee Member.** ***M. Sean Welsh***

| Grading | Proposal Bond | Proposal Info | Insurance | Addenda (if any) | | | | | | | 30 | 20 | 20 | 10 | 20 | | | | | 100 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Experience and Capability of Firm | Experience and Capabilities of Key Personnel on the Project Team | Ability to Interact with the County's Team Members already in place | Financial Stability and general reliability of the Firm | Projects of similar Size and Scope | | | | | Total Score |
| Lowest Base proposal and/or alternates | | | | | | | | | | | 0 | | | | | | | | | |
| **Proposer** | | | | | | | | | | | | | | | | | | | | |
| **Coastal Strategies Group, LLC** | | | | | | | | | | Rating | 28 | 18 | 19 | 5 | 18 | - | | | | |
| | | | | | | | | | | Grading | 0 93 | 0 90 | 0 95 | 0 50 | 0 90 | | | | | |
| | | | | | | | | | | Score | 28 00 | 18 | 19 | 5 | 18 | | | | | 88 00 |
| **Project Control Houston** | | | | | | | | | | Rating | - | - | 5 | 5 | - | | | | | |
| | | | | | | | | | | Grading | 0 00 | 0 00 | 0 25 | 0 50 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | - | 5 | 5 | - | - | | | | 10 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |

M. Welsh 3-23-12

**Evaluator signature:** **Date**

[redacted]

# Galveston County - Purchasing Department
# Request For Qualifications Tabulation Worksheet

## RFQ #B121019 - Coastal Grant Programs & Project Management - Opened February 16, 2012; 10:00 A.M.

**Evaluating Committee Member.** *Connie Nicholson*

| Grading | Proposal Bond | Proposal Info | Insurance | Addenda (if any) | | | | | | | 30 | 20 | 20 | 10 | 20 | | | | | 100 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Experience and Capability of Firm | Experience and Capabilities of Key Personnel on the Project Team | Ability to interact with the County's Team Members already in place | Financial Stability and general reliability of the Firm | Projects of similar Size and Scope | | | | | Total Score |
| Lowest Base proposal and/or alternates | | | | | | | | | | | 0 | | | | | | | | | |
| **Proposer** | | | | | | | | | | | | | | | | | | | | |
| **Coastal Strategies Group, LLC** | | | | | | | | | | Rating | 30 | 20 | 20 | 7 | 20 | - | | | | |
| | | | | | | | | | | Grading | 1 00 | 1 00 | 1 00 | 0 70 | 1 00 | | | | | |
| | | | | | | | | | | Score | 30 00 | 20 | 20 | 7 | 20 | - | | | | 97 00 |
| **Project Control Houston** | | | | | | | | | | Rating | - | - | 20 | 10 | 10 | - | | | | |
| | | | | | | | | | | Grading | 0 00 | 0 00 | 1 00 | 1 00 | 0 50 | | | | | |
| | | | | | | | | | | Score | - | - | 20 | 10 | 10 | - | | | | 40 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |

Connie Nicholson 3/23/2012

**Evaluator signature** **Date**

[redacted]

# Galveston County - Purchasing Department
# Request For Qualifications Tabulation Worksheet

## RFQ #B121019 - Coastal Grant Programs & Project Management - Opened February 16, 2012; 10:00 A.M.

**Evaluating Committee Member:** ***Denise Yearnd***

| Grading | Proposal Bond | Proposal Info | Insurance | Addenda (if any) | | | | | | | 30 | 20 | 20 | 10 | 20 | | | | | 100 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Expenence and Capability of Firm | Espenence and Capabilities of Key Personnel on the Project Team | Ability to Interact with the County's Team Members already in place | Financial Stability and general reliability of the Firm | Projects of similar Size and Scope | | | | | Total Score |
| Lowest Base proposal and/or alternates | | | | | | | | | | | 0 | | | | | | | | | |
| **Proposer** | | | | | | | | | | | | | | | | | | | | |
| **Coastal Strategies Group, LLC** | | | | | | | | | | Rating | 30 | 20 | 20 | 5 | 15 | - | | | | |
| | | | | | | | | | | Grading | 1 00 | 1 00 | 1 00 | 0 50 | 0 75 | | | | | |
| | | | | | | | | | | Score | 30 00 | 20 | 20 | 5 | 15 | - | | | | 90 00 |
| **Project Control Houston** | | | | | | | | | | Rating | 5 | 5 | 10 | 10 | 20 | - | | | | |
| | | | | | | | | | | Grading | 0 17 | 0.25 | 0 50 | 1 00 | 1 00 | | | | | |
| | | | | | | | | | | Score | 5 | 5 | 10 | 10 | 20 | - | | | | 50 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |

Denise Y Yearnd — 3/23/2012

**Evaluator signature** **Date**

[redacted]

# Galveston County - Purchasing Department
# Request For Qualifications Tabulation Worksheet

## RFQ #B121019 - Coastal Grant Programs & Project Management - Opened February 16, 2012; 10:00 A.M.

**Evaluating Committee Member:** *Cynthia Alcala*

| Grading | Proposal Bond | Proposal Info | Insurance | Addenda (if any) | | | | | | | 30 | 20 | 20 | 10 | 20 | | | | | 100 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Experience and Capability of Firm | Espenence and Capabilities of Key Personnel on the Project Team | Ability to Interact with the County's Team Members already in place | Financial Stability and general reliability of the Firm | Projects of similar Size and Scope | | | | | Total Score |
| Lowest Base proposal and/or alternates | | | | | | | | | | | 0 | | | | | | | | | |
| **Proposer** | | | | | | | | | | | | | | | | | | | | |
| **Coastal Strategies Group, LLC** | | | | | | | | | | Rating | 20 | 18 | 20 | 8 | 19 | - | | | | |
| | | | | | | | | | | Grading | 0 67 | 0 90 | 1 00 | 0 80 | 0 95 | | | | | |
| | | | | | | | | | | Score | 20 00 | 18 | 20 | 8 | 19 | | | | | 85 00 |
| **Project Control Houston** | | | | | | | | | | Rating | 10 | 10 | 18 | 9 | 10 | - | | | | |
| | | | | | | | | | | Grading | 0.33 | 0 50 | 0 90 | 0 90 | 0 50 | | | | | |
| | | | | | | | | | | Score | 10 | 10 | 18 | 9 | 10 | - | | | | 57 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |

**Evaluator Signature:** Cynthia Alcala

**Date:** 3/23/12

[redacted]

# Galveston County - Purchasing Department
# Request For Qualifications Tabulation Worksheet

## RFQ #B121019 - Coastal Grant Programs & Project Management - Opened February 16, 2012; 10:00 A.M.

**Evaluating Committee Member** *Mel Trammell*

| Grading | Proposal Bond | Proposal Info | Insurance | Addenda (if any) | | | | | | | 30 | 20 | 20 | 10 | 20 | | | | | 100 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Experience and Capability of Firm | Experience and Capabilities of Key Personnel on the Project Team | Ability to Interact with the County's Team Members already in place | Financial Stability and general reliability of the Firm | Projects of similar Size and Scope | | | | | Total Score |
| Lowest Base proposal and/or alternates | | | | | | | | | | | 0 | | | | | | | | | |
| **Proposer** | | | | | | | | | | | | | | | | | | | | |
| **Coastal Strategies Group, LLC** | | √ | | | | | | | | Rating | - | - | - | - | - | - | | | | |
| | | | | | | | | | | Grading | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | 25 00 | 20 00 | 20 00 | 5 00 | 15 00 | 0 00 | | | | 85 00 |
| **Project Control Houston** | | √ | | | | | | | | Rating | - | - | - | - | - | - | | | | |
| | | | | | | | | | | Grading | 0 00 | 5 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | 15 00 | 10 00 | 15 00 | 10 00 | 15 00 | 0 00 | | | | 65 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |
| | | | | | | | | | | Rating | - | | | | | | | | | |
| | | | | | | | | | | Grading | - | 0 00 | 0 00 | 0 00 | 0 00 | | | | | |
| | | | | | | | | | | Score | - | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | | | | 0 00 |

*Your Signature Here* Mel Trammell 3/22/2012

**Evaluator signature** **Date.**

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Cost is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the stated points possible Therefore the lowest proposal cost proposal will receive the greatest point total for this category

[redacted]

COASTAL
Strategies Group, LLC

***Mission Statement***

To provide our clients with innovative solutions to the diverse issues faced by today's coastal communities, through a strategic approach responsive to their needs, enabling them to successfully achieve short and long term goals, with respect for the environment while considering each clients' individually unique circumstance.

***Motto***

A Strategic Approach For Success

COASTAL
Strategies Group, LLC
John Lee Jr
Managing Director
409 354 1107
jlee@coastalsg net
PO Box 404
High Island, TX 77623
*A Strategic Approach For Success*

**John Lee Jr.**
**Managing Director**

**409.354.1107**

COASTAL
Strategies Group, LLC

# Galveston County RFQ #B121019

## Coastal Grant Programs and Project Management

## COPY 5 OF 5

**Submitted To:**

**Mr. Rufus Crowder, CPPB**
**Galveston County Purchasing Agent**
**Old Galveston County Courthouse**
**722 Moody, 5th Floor**
**Galveston, Texas**
**77550**

**10:00 a.m., Thursday, February 16, 2012**

# COASTAL
Strategies Group, LLC

February 16, 2012

Mr. Rufus Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

**RE: RFQ #B121019- Coastal Grant Programs and Project Management**

Dear Mr. Crowder:

Thank you for the opportunity to submit this response to the above referenced RFQ regarding coastal grant programs and project management. Coastal Strategies Group, while a relatively new company, has a long history of involvement in the coastal issues facing not only Galveston County, but statewide and nationally as well.

Selection of Coastal Strategies Group would provide Galveston County with a continuation of services based on a long term relationship that has successfully faced many diverse issues. Galveston County and Coastal Strategies Group Managing Director John Lee Jr., have many notable accomplishments together including implementation of the first County sponsored endangered species monitoring program in the State, and receiving the grant award for the largest beach nourishment project in Texas history.

A few additional key benefits to selecting Coastal Strategies Group include:

- Documented experience managing Galveston County's coastal grant programs and projects.
- Well established, trusted and positive working relationships with Galveston County staff.
- A smaller firm that is individually interested in successful implementation of your projects and overall goals.
- Proven long term commitment to Galveston County and a stable member of the local community.

Again, Coastal Strategies Group is honored for this opportunity to help Galveston County continue its history of success and pro-active stewardship of one of its greatest treasures- the beaches of Galveston County.

Should you have any questions or need additional information please do not hesitate to contact me at (409) 354.1107. Thank you for your consideration.

Sincerely,

John Lee Jr.
Managing Director

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4 CEPRA

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COASTAL
Strategies Group, LLC

## Exceptions to Qualification Conditions

John Lee Jr., Managing Director for Coastal Strategies Group has a very long working relationship with Galveston County and does not anticipate issues regarding the County's qualification conditions, with one exception regarding the Procurement Card Program.

**Procurement Card Program**
Coastal Strategies Group does not at this time have the ability to accept credit card payments. If this becomes a future requirement, we would request advance notice and sufficient time to investigate it's implementation requirements.

**Mergers, Acquisitions**
Coastal Strategies Group is not presently for sale, and is not seeking to merge or be acquired by another business entity. We are looking forward to establishing Coastal Strategies Group as the premier boutique service provider on the Texas gulf coast.

**John Lee Jr.**
**Managing Director**
**409.354.1107**

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

# Office of the Secretary of State

## CERTIFICATE OF FILING
## OF

Coastal Strategies Group, LLC
File Number: 801466266

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/15/2011

Effective: 08/15/2011

Hope Andrade
Secretary of State

COASTAL
Strategies Group, LLC

# TERMS AND CONDITIONS

Following are terms to the agreement:

**Section 1. Services.**
The Client hereby agrees to engage Coastal Strategies Group, LLC. (hereinafter referred to as Coastal Strategies) and Coastal Strategies hereby agrees to perform certain services for the party to whom the agreement letter is addressed (hereinafter referred to as Client) in accordance with the scope in the authorizing agreement.

**Section 2. Client's Responsibilities.**
The Client agrees to provide Coastal Strategies, at no expense to Coastal Strategies, with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services. The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

**Section 3. Standard of Care and Warranty.**
Coastal Strategies agrees that its Services will be performed with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. No other warranty, expressed or implied, is made. Coastal Strategies' interpretations and recommendations may be based on the result of work products, surveys or investigative work completed by others. The Client recognizes that subsurface conditions elsewhere in a given work area may differ from those at the exploration locations and that conditions may change over time. The Client also recognizes that submittal of permit and/or grant applications does not guarantee approval or award. Coastal Strategies shall not be responsible for the interpretation or use by others of data developed by Coastal Strategies.

**Section 4. Compensation.**
For Coastal Strategies performance and completion of all services, Client shall compensate Coastal Strategies at the hourly rates and charges as set forth in the agreement letter (as may be hereafter amended by agreement of the parties) or the lump sum fee as provided in the agreement letter to which this is enclosed. Such fees include labor, overhead, expenses, and profit.

**Section 5. Payment.**
Invoices are due on presentation, are payable in full, in the Texas County specified for such invoice, and are past due thirty (30) days from invoice date. Client agrees to pay a finance charge equal to one and one-half percent (1.5%) per month on past due accounts. Attorney's fees and other costs incurred in collecting a delinquent amount will also be charged. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by the Client, documentation will be provided by Coastal Strategies at the cost of providing such documentation including labor and copying costs.

**Section 6. Notices.**
Communications from the Client shall be to Coastal Strategies Managing Director Oral communications shall be confirmed in writing.

**Section 7. Opinions of Cost.**
Coastal Strategies makes no representation concerning any opinions of cost provided in connection with these services other than that all cost figures represent our professional opinion of probable cost Coastal Strategies shall not be responsible for fluctuations in cost factors.

**Section 8. Confidentiality.**
Coastal Strategies shall maintain as confidential and not disclose to others without Client's prior consent (written or oral), all information obtained from Client, not otherwise previously known to Coastal Strategies in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which: (i) is published or comes into the public domain through no fault of Coastal Strategies, (ii) is furnished by or obtained from a third party who is under no obligation to keep the

# TERMS AND CONDITIONS

**Section 8. Confidentiality. (continued)**
information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

**Section 9. Independent Contractor.**
Coastal Strategies relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by Coastal Strategies shall at all times be under its exclusive direction and control, and the Client shall not exercise control over Coastal Strategies except insofar as may be necessary to ensure performance and compliance with this Agreement.

**Section 10. Subpoenas and Court Orders.**
The Client is responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued at the request of any party concerning any part of our work. Charges are based on billing rates in effect at the time of our response.

**Section 11. Insurance.**
Coastal Strategies agrees to purchase and maintain at its own expense general commercial liability insurance and professional liability insurance. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Coastal Strategies agrees to reimburse the Client for any damages sustained by the Client which are covered by Coastal Strategies insurance to the extent of the limitations and exclusions contained within said insurance policies and Sections 10 and 12 of this Agreement. Coastal Strategies agrees to purchase additional insurance as requested by the Client (presuming such insurance is available) provided the premiums for such additional insurance are reimbursed by the Client.

**Section 12. Indemnification.**
Coastal Strategies shall indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of Coastal Strategies negligent acts, errors, or omissions, subject to the limitations and exclusions contained herein in Sections 10 and 14. Client shall indemnify and hold Coastal Strategies harmless from and against any claim asserted by any person or entity (other than an officer, director, employee, or subcontractor of Coastal Strategies) arising out of Client's negligent acts, errors, or omissions.

**Section 13. Liability Limitation.**
Coastal Strategies liability to the Client for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with this Agreement from any cause, including Coastal Strategies professional negligence, errors, or omissions shall not exceed the greater of $50,000 or the compensation received by Coastal Strategies hereunder, and Client hereby releases Coastal Strategies from any liability above such amount.

**Section 14. Construction Services / Jobsite Safety.**
Neither the professional activities of Coastal Strategies nor the presence of the Coastal Strategies representatives and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Coastal Strategies personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and for means, methods, techniques, sequences or procedures used in construction, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

**Section 15. Reuse of Products.**
Presentations, reports, and other documents prepared by Coastal Strategies in the course of the work are instruments of service. They are the property of Coastal Strategies. Client will not permit their reuse without

## TERMS AND CONDITIONS

**Section 15. Reuse of Products. (continued)**
written authorization from Coastal Strategies, and will defend and indemnify Coastal Strategies against any claims arising out of their unauthorized reuse, as provided in the Limitation of Professional Liability paragraph.

**Section 16. Disputes.**
In an effort to resolve any conflicts that arise during the course of the project or following the completion of the project, the Client and Coastal Strategies agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. If a dispute arises relating to the performance of the Services covered by this Agreement that is not settled by mediation, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim-related expenses. In the event of any litigation, Client agrees to pay to Coastal Strategies interest on all past due balances at the rate of twelve percent (12%) per annum.

**Section 17. Termination.**
This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three months. In the event of termination, Coastal Strategies shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

**Section 18. No Waiver.**
The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

**Section 19. Choice of Law.**
This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas.

**Section 20. Suspension of Services.**
If the Client fails to make payment when due for services and expenses, Coastal Strategies may, upon seven days' within notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Coastal Strategies within seven days of the due date for services of the notice, the suspension shall take effect without further notice. In the event of a suspension of services Coastal Strategies shall have no liability to the others for delay or damage caused the Client because of such suspension of services.

**Section 21. Successors and Assignments.**
The Client and Coastal Strategies each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

**Section 22. Amendments.**
All modifications to this agreement shall be made in writing and approved by both Client and Coastal Strategies.

**Section 23. Severability.**
The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**Section 24. Entire Agreement.**
This Agreement, including all enclosures authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound.

# Galveston County Beach Erosion Task Force


**Officers**

**Chairman**
Jerry Mohn

**Vice-Chairman**
Marty Baker

**Secretary**
John Lee Jr.

**Members**

**County of Galveston**

**City of Galveston**

**City of Jamaica Beach**

**City of Galveston Park Board of Trustees**

**West Galveston Island Property Owners Association**

**Pirates Property Owners Association**

**Gilchrist Community Association**

**Bolivar Peninsula Chamber of Commerce**



**Administrative Office Address**
Galveston County
Courthouse
722 Moody
3rd Floor
Galveston, Texas
77550


Date: February 15, 2012

To: Galveston County

**RE: John Lee**

To Whom It May Concern:

As Chairman of the Galveston County Beach Erosion Task Force, I highly recommend that Galveston County utilize the talents John Lee has on coastal issues and his depth of knowledge on the matter I have worked with John since the inception of the Task Force in 1999 and his accomplishments in preparing the Project Goal Summary (PGS) and then in securing funds from the Coastal Erosion and Planning Response Act (CEPRA) and the Coastal Impact Assistance Program (CIAP) over the years for the County have been significant. In fact after hurricane storms damaged some of the finished projects, John assisted in preparing requests for FEMA funds to further add and strengthen a damaged storm related project.

John's administrative skills are evident in the preparation of project goal summaries or in monitoring projects after they were completed John knows how to develop plans and he is able to be concise and to the point

One of John's real strength is working with people and in getting a task completed. Besides knowing people in the County, he knows and works with people in the General Land Office, U S. Army Corp of Engineers, City of Galveston, Bolivar Peninsula, City of Galveston, and Jamaica Beach. John was the key point of contact when the U.S. Army Corp of Engineers was doing the Feasibility Study from Sabine Pass to San Luis Pass. Now that the Corp is focusing on a study of the six coastal counties, John's experience in this area will be invaluable. Also, John knows the Corp and can assist the County in using beneficial use of dredged material for sand nourishment projects.

John has developed a legislative agenda for the Task Force to use during the Texas Legislative Sessions and also one for visits to Washington D.C. He has worked with coastal lobbyists at the State and Federal level and in meeting with key Austin and Washington legislators

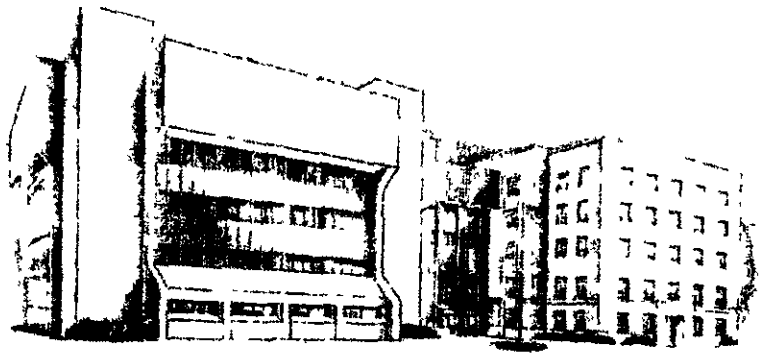
John was a factor in organizing and developing the Texas Chapter of the American Shore & Beach Preservation Association (ASBPA). In addition, John is on the Executive Committee of the ASBPA and has contact with other coastal communities on their issues and concerns have been very helpful to Galveston County

The County has benefited from John's talents over the years and they should continue by engaging his company, Coastal Strategies Group, on a consulting basis.

Sincerely,

Jerry Mohn
Chairman

DONALD "DUDE" PAYNE
Commissioner Precinct 1
P.O Box 998
Clute, Texas 77531



(979) 265-3953
(979) 864-1523
(281) 756-1523
Ext 1523

# BRAZORIA COUNTY

February 14, 2012

Re: John Lee

To Whom It May Concern:

John Lee and I have been involved in coastal issues, ASBPA and the Texas Chapter of ASBPA for several years. John has a wealth of knowledge regarding the Texas Gulf Coast history of coastal issues, coastal projects, and the federal and state regulations pertaining to the Texas Gulf Coast.

John has always been very helpful and willing to share his knowledge with Brazoria County, other coastal counties, and entities. He is very pro-active and passionate about the issues facing the upper Texas Gulf Coast.

We have combined our efforts to get State and Federal funding sources for coastal projects, and John has helped in our effort to obtain Reconnaissance / Feasibility Study funding for Brazoria County.

John's expertise would be an asset to any company or entity that chooses to use his services.

Sincerely,

Donald "Dude" Payne, Commissioner
Brazoria County Precinct 1

COASTAL SURVEYING OF TEXAS, INC.

February 15, 2012

To Whom It May Concern,

My name is Sidney Bouse, I am an owner of Coastal Surveying of Texas, Inc. and a resident of the Bolivar Peninsula. Coastal Surveying of Texas, Inc. is a land surveying company with an office in Galveston and one in Crystal Beach. We have been surveying projects on Galveston Island and the Bolivar Peninsula throughout our companies' history. I am writing this reference letter in support of John Lee, Jr. of High Island, Texas.

Many projects in Galveston County are a collaborative effort between the Texas General Land Office, the US Army Corps of Engineers, various conservation groups and Galveston County Engineering Department. Habitat Restoration Projects, Beach Nourishment Projects along our coastline as well as many beach front Geo-Tube projects have all been a large part of managing the Coastal Assets of Galveston County. John has been part of Galveston County's interaction with the agencies, project partners and contractors like me.

After Hurricane Ike, I became involved with Recovery Projects and planning with the Bolivar Blueprint project, the Bush-Clinton Funded Capstone Project and later PenDeCo, a non-profit formed to help in the recovery of Bolivar Peninsula. One of the best things I have done in this process was to get John Lee, Jr. to become a board member of PenDeCo. The amount of knowledge, history of Galveston County and political ties he has made and continues to make, is astounding. He has worked with many of the coastal counties as well as our representatives in Austin and in Washington. He is organized, thorough and tenacious. John has the ability to quickly research and understand a problem, suggest solutions and work to implementation.

I whole-heartedly support John, and I know that his company Coastal Strategies Group will be a huge success. He is a great team member and an asset to our Board, our County and the entire Texas Coast.

Sidney Bouse, RPLS 5287, LSLS
President PenDeCo, Inc.

# APOLLO®
## ENVIRONMENTAL STRATEGIES, INC.

February 15, 2012

To Whom It May Concern:

APOLLO® Environmental Strategies, Inc. (APOLLO®) has had the opportunity to work with John Lee, Jr. during his tenure with Galveston County on several coastal restoration/coastal erosion control projects during the past ten (10) years. As a representative for Galveston County, Mr. Lee was the primary contact for APOLLO® for several projects in Galveston and Bolivar Peninsula that involved dune restoration, geotextile tube repairs for beach erosion control and beach renourishment. These projects were accomplished primarily by Mr. Lee's involvement with permitting applications through U.S. Army Corps of Engineers and U.S. Fish & Wildlife as well as coordinating project funding mechanisms available through several sources and agencies such as the Coastal Erosion Protection and Response Act (CEPRA), the Coastal Impact Assistance Program (CIAP) and the Federal Emergency Management Agency (FEMA). The majority of these projects were as a result of several significant storms as well as multiple hurricane events along the Texas gulf coast. Mr. Lee's attention and focus toward restoring coastal areas and providing emergency cleanup activities on behalf of Galveston County greatly benefited the local communities.

Based on our past experience in working with Mr. Lee, APOLLO® would highly recommend him and his new company; Coastal Strategies Group, for any opportunity or position representing Galveston County or any other coastal area. As an organization under contract to Galveston County for several coastal restoration projects, APOLLO® benefited greatly from Mr. Lee's experience, professionalism and organizational skills during all of these projects.

Please feel free to contact me at (409) 833-3330 or (469) 964-7804 should you have any questions or if you require any additional information. Thank you.

Respectfully,

Tim Elms

Tim Elms, CHMM
Vice President
APOLLO®
Environmental Strategies, Inc.

Post Office Box 12114
Beaumont, Texas 77726
409.833.3330

HDR ONE COMPANY | Many Solutions

February 13, 2012

**RE: MR. JOHN LEE JR., MANAGING DIRECTOR, COASTAL STRATEGIES GROUP, LLC**

To Whom It May Concern:

HDR Engineering, Inc. (formerly Shiner Moseley and Associates, Inc.) has worked with Galveston County on coastal related projects since 1999. During this period, our primary point of contact was Mr. John Lee, acting in a coastal projects administrator role for the County. During Mr. Lee's tenure with Galveston County, he has had several significant accomplishments which greatly benefitted the County. He drafted and submitted all County applications to the Texas General Land Office under the Coastal Erosion Protection and Response Act (CEPRA) and the Coastal Impact Assistance Program (CIAP), and managed design consultants and contractors for the awarded projects. He also effectively represented the County during multiple hurricane disaster events, negotiated project details with the Federal Emergency Management Agency (FEMA), and maximized the recovery funds received by the County. Other accomplishments include representing Galveston County in the U.S. Army Corps of Engineers (USACE) Feasibility Study on the project delivery team which included significant coordination with USACE, State agencies, and consulting engineers. Finally, Mr. Lee's most recent accomplishment has been drafting the County's Erosion Response Plan, and submitting and coordinating the details of the plan with the Texas General Land Office.

It is our opinion that the duties performed, and dedication exhibited, by Mr. John Lee over his 30 years of service to Galveston County significantly influenced the well being of the County. Now that Mr. Lee has retired from the County and founded Coastal Strategies Group, LLC, it is our highest recommendation that the County continue their relationship with Mr. Lee as a consultant under his new firm.

Sincerely,

HDR ENGINEERING, INC.

Gerald J. Hauske, P.E.
Vice President

GJH/jcm

HDR Engineering, Inc.
Texas Registered Engineering Firm F-754

555 N Carancahua
Suite 1650
Corpus Christi, TX 78401-0850

Phone (361) 857-2211
Fax (361) 857-7234
www.hdrinc.com

**BOLIVAR PENINSULA CHAMBER OF COMMERCE**
**P. O. BOX 1170**
**CRYSTAL BEACH, TX 77650**

**RE:** John R. Lee Managing Director, Coastal Strategies Group

**TO WHOM IT MAY CONCERN:**

I am sending this letter to recommend John Lee Jr., Managing Director of Coastal Strategies Group to Galveston County in response to their RFQ #B121019 "Coastal Grant Programs and Project Management".

John Lee has been involved in helping the Bolivar Peninsula in many different capacities over the past 25 to 30 years, whether it was as Assistant Director of the County Parks Department where he was responsible of maintenance of Bolivar beaches, seeking grant funds to implement new programs like the original Litter Abatement Officer program to increase litter enforcement on the peninsula, or to obtain new equipment that could potentially reduce expenditures to managing the various beach projects that have been successfully accomplished over the years.

John is a recognized person on the peninsula, having lived here for over 35 years and has made many presentations in public settings including hurricane season preparation and awareness talks, explaining proposed General Land Office rules, and coordinating meetings with citizens on the recent draft Erosion Response Plan. He is known to be honest and fair.

In previous years John was instrumental in the development of the County's "original" Beach & Dune Plan that was approved in 2006. I worked closely with him in my professional capacity as President of the Bolivar Peninsular Chamber of Commerce.

More recently, John has been involved in the Peninsula Development Coalition (PenDeCo), a non-profit organization formed to implement recovery projects from Hurricane Ike. He has proven to be a trusted and dedicated person, interested in helping Bolivar Peninsula recover.

John has managed most every coastal project on Bolivar and Galveston Island for Galveston County including beach nourishment projects, dune restoration projects, amending U.S. Army Corp. of Engineers permits, and the development of many planning documents. It is my opinion that the County would benefit for working with John Lee in his new capacity as Managing Director of Coastal Strategies Group.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Anne Willis

Anne Willis
Vice President

Subject: Catching up on GLO Coastal Issues

From: Ray Newby (Ray.Newby@GLO.STATE.TX.US)

To: jlee@coastalsg.net;

Date: Monday, February 13, 2012 12:22 PM

John,

It was great to see you at the Park Board and USACE meetings last Wednesday. Your input helped pull together a lot of the history and background on the FEMA geotextile tube projects and FEMA Hurricane Ike project worksheets as well as CIAP funding information for beach nourishment projects in Galveston County

I hope you'll be involved with the Corps' re-scoped Sabine to Galveston Bay Feasibility Study that is starting to ramp up. Your experience on the previous version of the study will be invaluable as we push the Corps to produce something meaningful for the Texas Coast. We've learned a lot of lessons on how the Corps can do some things well and other things not so well.

On the GLO CEPRA front, we're still in a waiting mode to see if there is any movement on the State Supreme Court's pending opinion on the re-hearing of the Severance lawsuit. We are moving forward with the Corps on the next GIWW Rollover Bay Reach Beach Nourishment project on Bolivar Hopefully, we'll soon be taking action on some of the other CEPRA Project Goal Summaries that you helped author We're also looking at the possibility of getting some BP Deepwater Horizon funding that might help us get to a larger Bolivar Beach and Dune Restoration project that you've been advocating for several years.

Our Beach and Dune folks talk highly about the Galveston County Erosion Response Plan that you helped put together with HDR. I think Beach and Dune are hoping to have the ERPs finalized by this summer. It looks like we're heading in the right direction with a combination of erosion response and smarter coastal development guidelines.

Thanks for all your hard work on these issues. You've been great to work with in my 12+ years at GLO and have helped me to understand the local aspects of coastal management. Please let me know if there is anything I can assist you with.

Cheers, rn

Ray Newby, P.G.
Geomorphologist/Project Manager
Texas General Land Office
Coastal Resources Program
ph. (512) 475-3624, fx (512) 475-0680

COASTAL
Strategies Group, LLC

**Response to RFQ# B121019**
**Coastal Grant Programs and Project Management**

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# THE COUNTY OF GALVESTON

## Office of the County Engineer

722 MOODY
GALVESTON, TX 77550
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**G. MICHAEL FITZGERALD, P.E.**
COUNTY ENGINEER


June 28, 2011

Mr. John Gillen, Director
Coastal Assistance Division
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873

**Via email submission to:** john.gillen@glo.state.tx.us
angela.sunley@glo.state.tx.us
carly.bohn@glo.state.tx.us

**Re: Galveston County Draft Erosion Response Plan Initial Submittal to the Texas General Land Office**

Dear Mr. Gillen:

The Galveston County Commissioners Court took unanimous action yesterday (6/28/2011) at their regular weekly business meeting to authorize submission of the County's draft Erosion Response Plan (ERP) to the General Land Office ahead of the July 1st deadline.

We are in the process of continuing the ERP discussion with various groups and we would greatly appreciate receiving your comments within thirty (30) days in order for us to continue this discussion process with as much information as possible.

Should you have any questions please do not hesitate to give me a call at 409.770.5357. We appreciate the assistance your staff has provided enabling us to submit this draft plan.

Sincerely,

John Lee Jr.
Natural Resource Coordinator

cc Myrna Reingold, Galveston County Legal
Sean Welsh, Galveston County Engineers Office
Lee Crowder, Galveston County Road & Bridge
Connie Nicholson, Grants Department

# APPENDIX 9

# EROSION RESPONSE PLAN

## GALVESTON COUNTY

## DUNE PROTECTION AND BEACH ACCESS PLAN

# BACKGROUND

As detailed in the Texas Administrative Code (TAC), Title 31, Part 1; Chapter 15; Subchapter A, Rule 15.17 entitled, "Local Government Erosion Response Plans", "local governments must develop plans for reducing public expenditures for erosion and storm damage losses to public and private property, including public beaches. The Erosion Response Plan (ERP) should be prepared in consultation with the General Land Office and may include the following seven (7) elements:

1) A building set-back line that will accommodate a shoreline retreat
2) A prohibition on new construction seaward of the building set-back line, (with criteria)
3) Consideration of exemptions. Local governments may consider exemptions from the prohibition of residential and commercial construction seaward of the building set-back line
4) Construction requirements for exempt properties. Where the local government allows an exemption from the prohibition for building seaward of the building set-back line, it should require improved construction standards.
5) Procedures for preserving and enhancing the public's right of access to and use of the public beach from losses due to erosion and storm damage. Additionally the ERP should include (A) an evaluation of all areas of public access to determine those that require improved protection from erosion and storm surge; (B) evaluation of construction methods and design improvements for areas of beach access to reduce costs associated with repair, rebuild, or replacement due to storm damage and erosion; (C) list of goals and implementation schedules for areas of public access design improvements that prioritize short term (two years or less) and long term goals; (D) inventory all publicly funded existing amenities and access ways as a basis for qualifying for FEMA post-storm funding sources; (E) establishment of procedures based on subparagraphs (A) and (B) of this paragraph for conducting post-storm assessment and identifying requirements for rehabilitation.
6) Procedures for preserving, restoring, and enhancing critical sand dunes for natural storm protection and conservation purposes (with criteria).
7) Criteria for voluntary acquisition of property seaward of the building setback line. The local government may develop criteria for identifying properties with structures located entirely seaward of the building set-back line, providing for voluntary acquisition of fee simple title or a lesser interest in such properties, and procedures for prioritizing properties to be acquired, (with suggested criteria).

This Erosion Response Plan is limited to the Bolivar Peninsula, which includes the only gulf facing beach area in the unincorporated area in Galveston County There is not any unincorporated area remaining on Galveston Island. The city of Galveston and the City of Jamaica Beach include all the coastal areas on the island. This area on Bolivar Peninsula is approximately 27 miles in length and is populated by the small communities of (from west to east), Port Bolivar, Crystal Beach, Gilchrist / Caplan and High Island.

This Appendix is an addition to the Galveston County Dune Protection and Beach Access Plan that became effective on September 13, 2006. The permitting for coastal construction in the unincorporated areas of Galveston County is administered through the County Engineers Office in coordination with the GLO.

The primary reason for developing an Erosion Response Plan (ERP) is to reduce future public expenditures resulting from severe weather impacts and to continue to provide public access to future generations of Texans and visitors Additionally, as detailed in the Texas Administrative Code local jurisdictions, "In order to be fully considered by the General Land Office for an expenditure from the coastal erosion response account (Account) pursuant to Texas Natural Resources Code, §33 605(b)(6)(B), a local government must adopt and submit the ERP or any amendments to the General Land Office for certification no later than December 31 immediately preceding the state fiscal biennium in which funding is sought. Provided, however, for consideration by the General Land Office for an expenditure from the Account in the state fiscal biennium beginning September 1, 2011, a local government must submit a draft ERP to the General Land Office no later than July 1, 2011."

Galveston County has been very fortunate to receive funding from the State of Texas through the CEPRA program since its inception in 1999. In fact, over 60 projects have either been funded directly to Galveston County, to cities within the county, to State agencies or non-profit organizations conducting projects within the County that has met a wide range needs, totaling over $23,000,000 00. This number of projects and total dollar allocation is more than any other county in the State

The development of this ERP required Galveston County staff to review information from a variety of sources including: the 50 year erosion rate information published by the University of Texas, Bureau of Economic Geology (BEG); information developed through the federal Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study; and to seek the assistance of coastal engineers / geologists, attorneys, scientists, GLO staff, and Licensed State Land Surveyors (LSLS) Another resource utilized in the development of this ERP is the "Texas Coastwide Erosion Response Plan (2009 Update)."

Around the nation, America's coasts are shrinking. This loss of valuable coastal resources is due to a combination of many factors including subsidence, sediment loss, sea level rise, impacts from storms and unsustainable development (human factor) Specifically Texas has 367 miles of gulf facing shoreline and studies have found that "64% of the total Texas coast is eroding at an average rate of -5 9 feet/year with some discrete areas experiencing greater than -30 feet/year*"

Within Galveston County, the Bolivar Peninsula is located in far eastern Galveston County to the border with neighboring Chambers County. The peninsula ranges in width from as narrow as 25 miles at Rollover Pass in the Gilchrist area to 3 5 miles wide at Crystal Beach. Adjacent beaches to the east of the county line consist primarily of exposed areas of clay, covered with a thin veneer of fine grained (silt) sand. This lack of sediment from the east has caused the peninsula to be sand starved and contributes to the erosion rate of peninsula beaches. Man-made structures have also impacted the natural littoral flow of sand along the peninsula coastline, in some locations compounding the existing erosion rates and in others mitigating them completely

*Texas Coastwide Erosion Response Plan - 2009 Update- December 2009, McKenna

causing adjacent areas to accrete at an accelerated rate The net result of this littoral drift from east to west is at the rate of approximately 100,000 cu/yds per year as found through studies performed during the Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study. Two of the largest structures, which have had the greatest impact are the North Jetty located on the western end of the peninsula adjacent to historic Fort Travis and Rollover Pass located in the small community of Gilchrist.

**North Jetty-**

Constructed to serve as a twin for the South Jetty located on eastern Galveston Island, the North Jetty is located on the western end of the Bolivar Peninsula and serves to provide protection to the Houston-Galveston ship channel. These now twin granite structures were originally constructed in 1874 with a great amount of the work not being completed until 1898 following Congressional appropriation of funding in 1890. The north jetty is the longer of the two jetties extending approximately 35,899 9 feet in length; while the south jetty is 25,907 2 feet long. Together these two jetties help maintain the ship channel depth by limiting the amount of sediment transport from the Bolivar peninsula (by the north jetty) into the ship channel. This is evidenced by the build up of material on the eastern side of the north jetty and the lack of erosion immediately adjacent and to the east of the jetty (Insert aerial photo of North jetty area)

**Rollover Pass-(***GLO USACE permit application http://www glo texas gov/what-we-do/caring-for-the-coast/_documents/coastal-erosion/rollover-pass/rollover-pass-permit-application.pdf Report- Analysis of Rollover Pass Impacts to Adjacent Beaches and the Littoral System January 12, 2010 pg 2)

Located in Gilchrist is a man-made connection between the Gulf of Mexico and "East Bay". Originally created in 1954 by the Texas Fish and Game Commission through a natural wash-over area to improve recreational fishing, the original plan called for the channel to have an approximate 80ft wide bottom at a depth of 8ft. with sloping earthen sides all around with the exception of a steel sheet-pile bulkhead on the southwestern side. However, during construction the currents through the newly excavated channel caused extensive erosion, widening the channel to approximately 500ft, and washing out the channel to a depth of 30ft. under the highway 87 bridge. High tides caused additional damage and in 1955 a temporary steel sheet-pile wall was constructed south of the bridge to interrupt the flow After temporary corrective measures the "Cut" was partially opened and it was not until 1958-1959 when corrective measures were implemented based on information from the U.S. Army Corp of Engineers (USACE) that the Pass could be fully stabilized. But, these stabilization efforts provide evidence of the velocity and sediment transport through the Cut and into Rollover Bay. In lay-mans terms, the natural flow of sediment along the eastern Bolivar coastline is interrupted by the Pass, and this provides an "escape hatch" for sediment to leave the gulf facing shoreline and detour into Rollover Bay where it will settle out over the oyster reefs and other marine habitat It will also cause siltation of the Gulf Intra-coastal Waterway (GIWW). This siltation has two primary negative impacts; 1) It increases public expenditures to maintain the depth of the channel for the USACE, and, 2) Reduces the amount of sediment available to maintain beach width and thereby increases the rate of erosion experienced by down drift beaches. This erosion has been mitigated in the past with beneficial use of dredged material (BUDM) projects and other beach

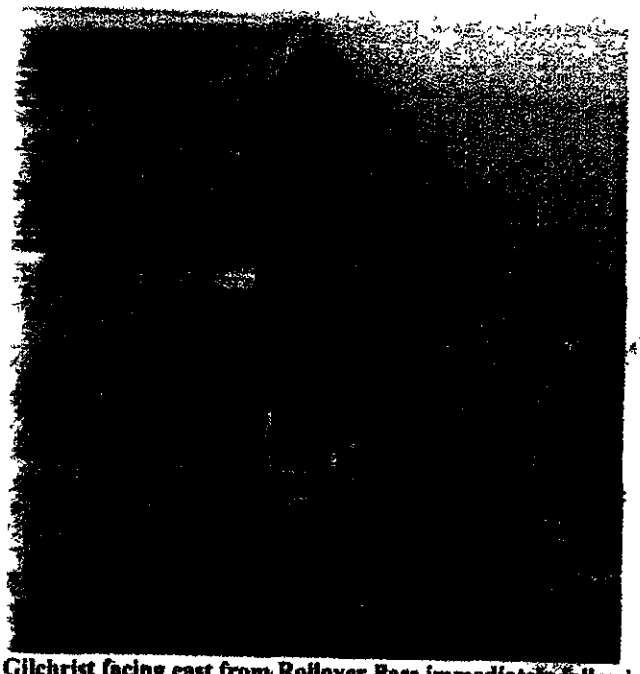
nourishment projects co-funded by a variety of sources including Galveston County and the Texas General Land Office

**Tropical Weather System Impacts and Response Actions**

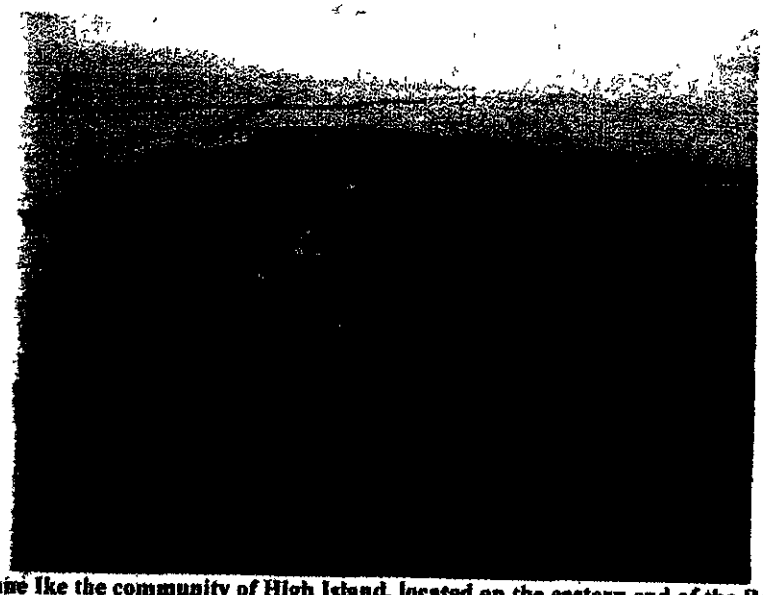
Galveston County has a long history of experiencing weather impacts from tropical depressions / storms to the 1900 Storm and Hurricane Ike in 2008 In response to the 1900 Storm Galveston residents constructed the seawall. But even the smaller events like Tropical Depressions and Storms can have significant impacts along the coast. In 1996 Tropical Storm Josephine never made landfall in Texas, but its path through the gulf toward south Florida elevated water levels and caused extensive damage and served as the catalyst for Galveston County and the GLO to partner on a haybale dune project in the Gilchrist area In 1998 Tropical Storm Frances impacted the upper Texas coast, and destroyed the haybale dunes. In response to TS Francis Galveston County partnered again with various agencies to construct a mitigation project, the geotextile tube core dunes. Although impacted by TS Allison in 2001; TS's Faye and Isidore and Hurricane Lili in 2002; Hurricane Claudette in 2003, and Hurricane Rita in 2005 the geotextile tube core dune remained in place with annual repairs and maintenance until Hurricane Ike in 2008 Hurricane Ike exceed the intended design protection levels of the geotextile tube core dunes and as a result the remains were removed from the public beach by the GLO.

**Hurricane Ike-**

No plan for Bolivar Peninsula could be complete without examination of the impacts resulting from Hurricane Ike. Bolivar Peninsula was the part of the County most impacted by Hurricane Ike. Approximately 2.2 Million cubic yards of debris was removed from the Bolivar Peninsula alone as compared to approximately 750,000 cu/yd for the remained of the unincorporated areas of the County. Approximately 3,660 structures were either washed away or sustained major damage, while over 97% of all structures on the peninsula were damaged.



**The community of Gilchrist facing east from Rollover Pass immediately following Hurricane Ike.**



**Following Hurrfeane Ike the community of High Island, located on the eastern end of the Bolivar peninsula is completely surrounded by remaining storm surge.**

The following pages of this Erosion Response Plan; Appendix #9 to the Galveston County Dune Protection and Beach Access Plan conform to the layout as provided in the Texas Administrative Code.

## Survey Information

All elevations and contour lines used in the development of this Erosion Response Plan are referenced from the following monuments, respective elevation and locations.
**(Information to be supplied by Coastal Surveying of Texas, -CST)**

| Monument Name | Elevation | Location |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

## Section I - Setback Line Considerations

At the present time, prior to the implementation of this order the setback line on the Bolivar Peninsula, post Hurricane Ike, in the absence of a vegetation line, is 200ft landward of mean low tide plus an additional 50ft setback for a total distance of 250ft from mean low tide. This post-Ike line was implemented with General Land Office concurrence, as a result of the complete loss and scouring of the dune system along the length of the Bolivar Peninsula. Prior to Hurricane Ike, the County Engineers Office has implemented in practice a setback line 50ft. landward of the line of vegetation As detailed previously the implementation of a building set back line is a major part of the development of this erosion response plan, taking into account the following criteria:

a) Historical erosion rates as determined by the University of Texas at Austin, Bureau of Economic Geology, or other source approved by the General Land Office,

The ERP should also include the establishment of a stable and verifiable reference point that could be used toward the development of a smooth and consistent relatively straight line which could include any of the reference points listed below·

b) The line of vegetation (LOV);
c) Mean Low Tide;
d) Mean High Tide; or
e) The line depicted in a coastal boundary survey approved and filed as provided in Texas Natural Resources Code, §33.136;
f) The dune protection line (DPL) The building set-back line may not be located further landward than the DPL, which is established by a local government under the Dune Protection Act and updated as specified in §15 3(k) of this title (relating to Local Government Review of Dune Protection Line Location) The building set-back line must protect as much of the critical dune area as practicable

## Objectives to be Accomplished by Implementing a Setback Line

1 Mitigate against future losses due to storm and tidal surge and to reduce public expenditures.
2 Protect critical dune width allowing sufficient area for existing and future dunes while also preserving public access.
3 Determine criteria, issues and allowable facilities when no practicable alternative exists for construction seaward of the setback line

## Bolivar Peninsula Erosion Rates

The delineation of a setback line, or establishment of a linear distance from a fixed point cannot be calculated without the incorporation of a science based reference point, that includes an extended period of study. Toward that end the erosion rates used in this plan are based on information taken from the Bureau of Economic Geology and their efforts in support of the U S Army Corp of Engineers Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study (King 2007) in which Galveston County was the lead non-federal partner The 1974-2000 average was developed by the BEG specifically for this feasibility study As shown below, the

peak erosion for the 1974-2000 average was approximately -XX feet/year, which occurred just west of Rollover Pass.

Table to be inserted here to reflect the differing conditions on the ground. Issues facing the area by Rettilon Road on the west are certainly not the same as those on the east end of the peninsula from Caplan to High Island. (Coastal Surveying of Texas will provide surveys in combination of erosion rates from BEG through HDR)

While the Texas coast is generally eroding at an average rate of 5.9ft. per year, a thorough analysis of the historical data for the Bolivar Peninsula found that XX percent of the peninsula shoreline is eroding, XX percent is stable; and XX percent is experiencing some form of erosion from a minimal amount to severe. (Information to be furnished by HDR)

Due to the wide variation, the use of a specific distance from a tidal datum may not be the best approach or method to determine a reference line for the development of a setback point

Aerial photo to be inserted for each area to depict erosion rates, information furnished by Coastal Surveying of Texas and HDR

Aerial photo to be inserted for each area to include 5, 10, 20, 30, 40, and 50 year erosion impact

Aerial photo to be inserted for respective areas of pre- and post

The eventual Building Setback Line (BSL) should be located far enough landward to allow for erosion into the future over a specific pre-determined timeframe. The length of time to be referenced needs to be determined, and once that happens, it can be multiplied by the average historical rate of shoreline change for a given area to calculate the setback distance. Selecting the correct timeframe to anticipate future erosion (with the assumption of a "no corrective actions scenario") as the basis for a setback distance is a inexact process; but, a possible reference can be the typical residential mortgage length of 15 to 30 years. Gibeaut *et al.* (2004) recommended a minimum of 20 years. Other counties on the Texas coast have developed a more lengthy time frame- for example Nueces County requires structures located within sixty times (60) the erosion rate to be designed so that they can be relocated (Nueces County 2010). Whereas in Florida, a state known for its coastal regulations, include a 30-year erosion projection line (McKenna 2009).

The setback distance would vary depending on the length of time selected and the specific location erosion rates. For example, at the west end of the Bolivar Peninsula in the Rettilon Road area, where the beach is actually accrediting, this is the widest portion of the beach on the peninsula due to the influences of the North Jetty. A BSL in this area would have to include a recognition of that accretion In contrast, immediately west of Rollover Pass, where the average erosion rate is about **XX (to be furnished by HDR – BEG)** ft/yr, the setback distance would be XX ft or possibly back to State Highway 87
It is recommended the timeframe used for consideration in the development of a BSL should be no less than **20** years **(to be finalized through the development of the ERP)**. With the average erosion rate (based on the 1974-2000 averages applied to the USACE Feasibility Study by the

BEG) for the specific area multiplied by that factor of 20 years and added with the average dune width for the Bolivar peninsula to determine the total setback area.

**Example:**
**(Erosion Rate** -3ft/yr) **X (Term** 20 years) **+ (Avg. Dune Width** 30ft ) **= Total Setback distance** **90ft**

**Reference Line Determination**

As mentioned previously, perhaps the most important consideration for determining a reference line is the use of a consistent, stable, easily verifiable point or line that is easily obtained and does not place an undue burden on those who the line will affect. The seaward reference is critical as a reference, too low on the beach and it will be very dynamic and subject to frequent change For this reason the use of the tidal datum is not recommended A point or elevation on the "upper" portion of the beach that is easily determined by a topographic survey is recommended, due to it being more consistent and certainly less subject to change.

The table below provides a summary of elevations for various tidal datums and common geomorphic features on Bolivar Peninsula beaches. **(HDR Coastal Surveying to verify elevations)**

| **Tidal datums, elevation and geomorphic features along Bolivar Peninsula** | | |
|---|---|---|
| **Reference/Feature** | **Elevation (ft NAVD)** | **Comment** |
| **MLLW**- Mean Lower Low Water | -0.61 | Forebeach ("Swash Zone") – extremely dynamic/variable on monthly and seasonal timescales |
| **MLW**- Mean Low Water | -0 22 | |
| **MSL**- Mean Sea Level | +0 50 | |
| **MHW**- Mean High Water | +1.23 | |
| **MHHW** Mean Higher High Water (State "Coastal Boundary") | +1.43 | |
| **"Shoreline"** Gibeaut | Approx +2 5 ft | |
| Dry Beach | Greater than +2.5 ft | Backbeach – less dynamic/variable on monthly and seasonal timescales. |
| USACE Annual "High Tide Line" | Approx +3.2 ft | |
| Seaward Toe of Foredune | Approx. +4.5 ft to+7ft | |

**Relationship to the Dune Protection Line**

As provided beginning on page four (4) of the Galveston County Dune Protection and Beach Access Plan (Plan) and found fully described in Appendix #1, certified effective by the GLO on September 13, 2006 and pursuant to Texas Natural Resources Code § 63.011, the Commissioners' Court established the dune protection line for the purpose of preserving sand dunes within Galveston County within those areas in Galveston County subject to the authority of this Order' "The dune protection line shall be located 200 feet landward of the line of vegetation beginning from a point on the Galveston County and Chambers County line and traveling southwesterly continuously thereafter along a line continuously 200 feet landward of the line of vegetation to a point near the southwest end of Bolivar Peninsula on Magnolia Lane. "

**Considerations-**

**Dune Width.** The setback distance should be adequate to help reduce impediments to natural dune migration and/or recovery after storms. As additional information below is a summary of previous studies / surveys that provide information on natural dune width along the Bolivar Peninsula

- Through analysis of LIDAR surveys, Gibeaut and Caudle (2009) concluded that the typical natural foredune complex along the upper Texas coast occupies an approximate 200-ft wide corridor as measured landward from the +1 2 m MSL (+4 5 ft NAVD) contour. However, through the development of this ERP a representative sampling by topographic survey will be included that could produce a different width
- Gibeaut *et al.* (2002) suggested that, along the upper Texas coast, washover and damage to beach-front construction from storms with surges of up to approximately 5 ft does not typically occur where the foredunes are at least 10 ft high or 100 ft wide.
- As a result of continual surveying and over 30 years of experience on the Bolivar Peninsula Coastal Surveying of Texas has determined the shape of natural dunes along the Bolivar Peninsula; as shown in the profiles below, the average of natural foredunes at select locations along the great majority of Bolivar Peninsula is approximately **XX to XX** feet.

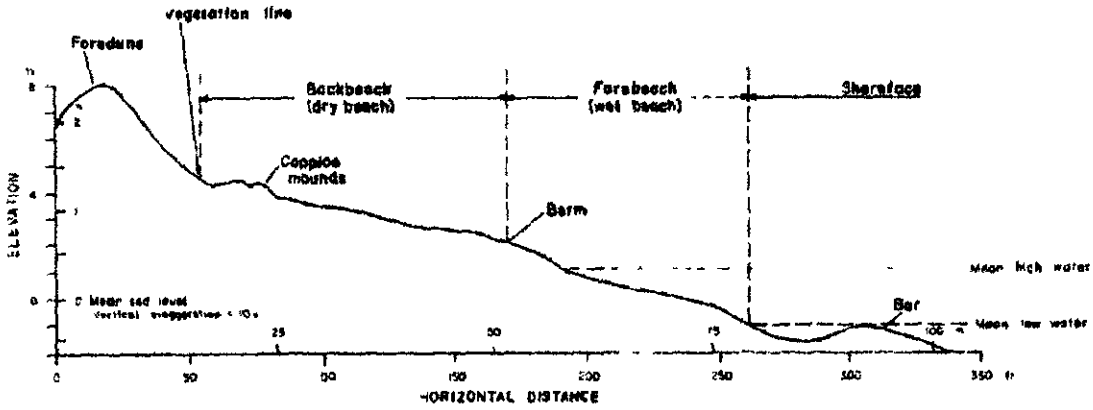



**Figure X. Place holder typical Natural Beach Profile .**

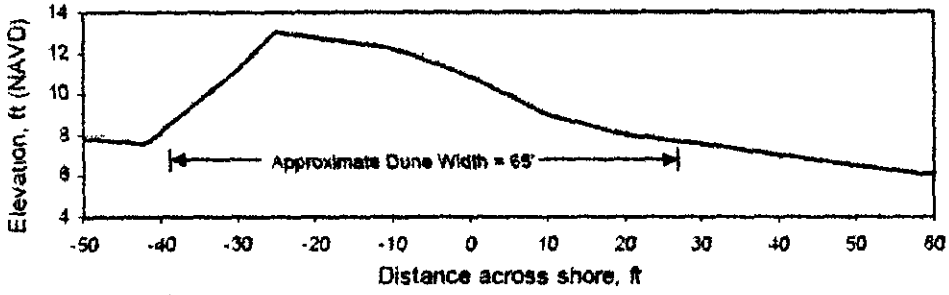
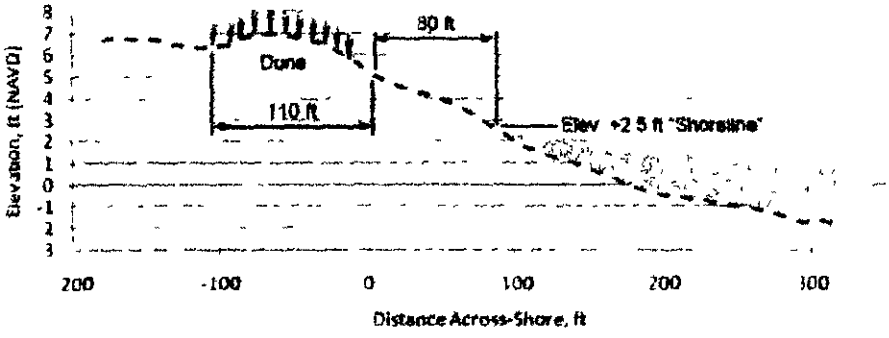



**Figure 4.INSERT Natural dune profile at Bolivar Control areas. (to be furnished by HDR / CST)**



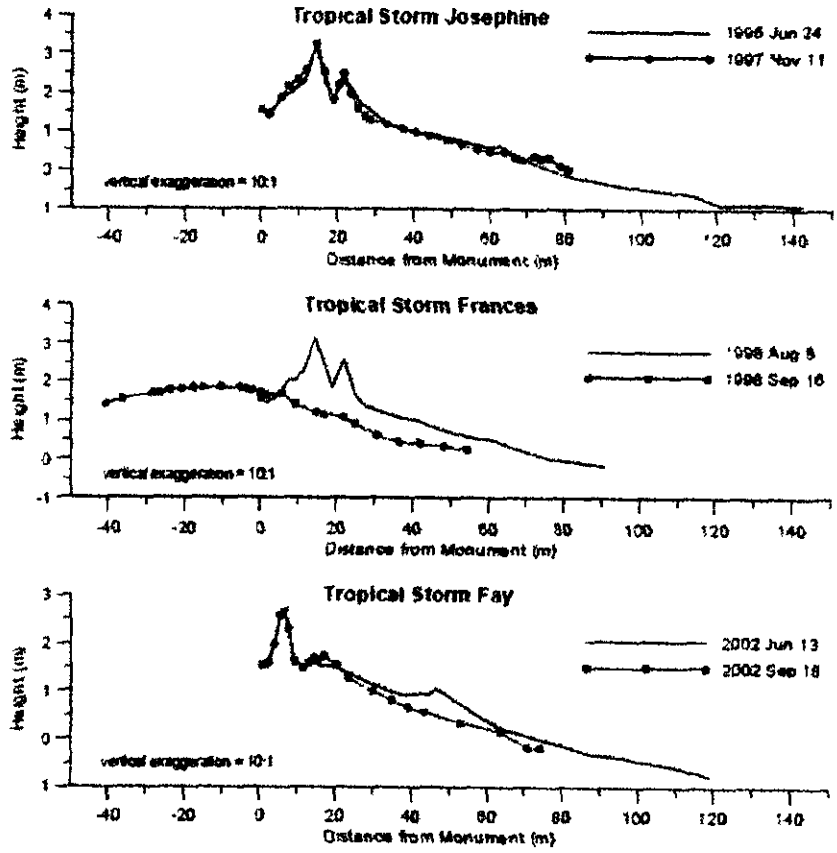



**Figure X. Natural dune profiles from xxxxxx xxxxxx before and after major storms.**INSERT Control area discussion **(HDR / CST)**

Based on these references, the Building Setback Line should be offset far enough landward from the backbeach to accommodate a foredune width of at least **XX** feet. Although restored (man-made) dunes are typically less than this width, their size is often limited by the available space between the backbeach and adjacent structures. A **XX**-foot wide zone for dunes will help provide enough space for the dunes to naturally migrate landward and/or reform to their full extent after storms

**Line of Vegetation.** The dune system along the entire Bolivar Peninsula was obliterated by Hurricane Ike. Only a handful of natural dunes exist on the Peninsula, and consequently, a consistent natural Line of Vegetation (LOV) is impossible to consistently identify and would not serve as a viable reference point for any reliable standard unit of measurement.

**FEMA Special Flood Hazard Areas.** Almost all of the Bolivar Peninsula is located within the Federal Emergency Management Agency (FEMA) designated Special Flood Hazard Area (SFHA). The coastal area of the peninsula is located in a Velocity Zone (V-Zone), this is an area

that FEMA predicts will contain high velocity flowing flood waters during a major storm event **[Note: Need to expand discussion of flood zones, V-zones and compliance with NFIP, and, height of existing foredune ridge.]**

**Building Setback Line**

Based on evaluation of the dune system, historic erosion rates, the projected shoreline, and other considerations discussed previously, an **XXX** foot Building Setback Line is established from the +X foot NAVD elevation contour reference line. **(To be determined through the ERP development process)**

Aerials to be inserted detailing the Bolivar peninsula topography, final elevation contour, building set-back area and respective tidal datum, and LOV.

## Section II - Prohibition on new construction seaward of the setback line

Texas Administrative Code
A prohibition on new construction seaward of the building set-back line. The prohibition criteria should include at least the following minimum criteria:

(A) To the maximum extent practicable, all structures should be constructed landward of the building set-back line.

(B) Construction of structures landward of the building set-back line establishes a rebuttable presumption that the permittee has followed the mitigation sequence requirements for avoidance and minimization of effects on dunes and dune vegetation specified in §15.4(f) of this title (relating to Mitigation). However, the permittee is not exempt from compliance with compensatory mitigation requirements for unavoidable adverse effects on dunes and dune vegetation.

**Prohibitions-**

New construction is prohibited seaward of the BSL, except as provided in Section III Exemptions. Additionally, paving, grading, or altering the ground below the lowest habitable floor in any manner is prohibited in the area between the LOV and XX-feet seaward from the habitable structure or XX' landward of the north toe of the dune, whichever is _____ landward. This area may not be disturbed from its natural state in any manner, including mowing, grading, landscaping, filling, or fertilizing.

Public and private dune walkovers, footpaths, beach access roads, dune restoration projects, sand fences (utilized in accordance with U S. Fish and Wildlife Service guidelines) and irrigation systems for the dune that are approved through a beachfront construction permit and/or dune protection permit may be allowed.

**Mitigation Sequence**

For structures constructed landward of the Building Setback Line, the adopted Mitigation Sequence shall be followed to avoid and minimize effects on dunes and dune vegetation per state regulations.

## Section III - Exemptions

Texas Administrative Code
Consideration of exemptions Local governments may consider exemptions from the prohibition of residential and commercial construction seaward of the building set-back line for

(A) properties for which the owner has demonstrated to the satisfaction of the local government that no practicable alternatives to construction seaward of the building set-back line exist. For purposes of this section, practicable means available and capable of being done after taking into consideration existing building practices, siting alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property;
(B) properties for which construction is permitted under a dune protection and beach access plan establishing a building set-back line certified by the General Land Office prior to the effective date of this section; and
(C) structures located seaward of the building set-back line prior to the effective date of this section for which modifications are sought that do not increase the footprint of the structure. However, structures seaward of the building set-back line that are damaged more than 50% or destroyed should be subject to this section before any repairs or reconstruction may be conducted.

The following criteria establish an exception from the prohibition of residential and commercial construction seaward of the Building Setback Line (BSL):

**Demonstration of no Practicable Alternative**
If a landowner can demonstrate that no practicable alternative to construction seaward of the Building Setback Line exists, an exception to the prohibition on construction shall be granted, excluding the area between the north toe of the dune to 25 feet landward of the north toe of the dune. **(Distances to be verified through development of the ERP).**

**Procedure for Appeal of Practicable Determination**
The Building Official shall make the finding on whether it is not practicable to conduct construction activities landward of the Building Set-back line when an applicant proposes construction activities seaward of the Building Set-back line on lots platted before the effective date of this Erosion Response Plan.

The Building Official's finding may be appealed to the County Engineer. If both the Building Official and the County Engineer find that the applicant has not demonstrated that it is not practicable to comply with the requirement that the proposed construction activities be located landward of the Building Set-back line, then the applicant may appeal to the Commissioners' Court All appeals must be filed within two (2) weeks of the applicant's receipt of the finding from the Building Official or the County Engineer, as applicable, by filing a written request for appeal in the County Engineer's office. The finding of the Commissioners' Court is final. The finding of whether it is not practicable to comply with the requirement that the construction activity be located landward of the Building Set-back line shall be made by the County.

**Property Permitted Under Existing Dune Protection and Beach Access Plan**
An exception may be granted to a legally platted lot / property or subdivision prior to the effective date of this Erosion Response Plan. **(To be verified through the development of the ERP)**

**Substantial Improvement to Structures**
Reconstructions, rehabilitations, additions, or other improvements to existing structures seaward of the Building Setback Line, with a cost of less than 50 percent of the appraised value of the existing structure, should be exempt from the prohibition on construction. FEMA and NFIP guidelines prevail in building standards. Galveston County has adopted the IRC Building code **(Verify through ERP development).**

## Section IV - Construction Requirements for Exempt Properties

Texas Administrative Code

Construction requirements for exempt properties. Where the local government allows an exemption from the prohibition for building seaward of the building set-back line, it should require the following conditions of construction:

(A) plans and certifications for the structure by a registered professional engineer licensed in the State of Texas providing evidence of the following:

(i) a minimum two-foot freeboard above base flood elevation (BFE);

(ii) no enclosures below BFE;

(iii) the adequacy of elevated building foundations and the proper placement, compaction, and protection of fill when used as construction for all newly constructed, substantially damaged, and substantially improved buildings elevated on pilings, posts, piers, or columns in accordance with the latest edition of specifications outlined in American Society of Civil Engineers, Structural Engineering Institute, Flood Resistant Design and Construction, ASCE 24-05;

(iv) feasible relocation of any habitable structure; and

(v) all construction is designed to minimize impacts on natural hydrology,

(B) location of all construction should be landward of the landward toe of the foredune ridge, where practicable.

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Where an exception from the prohibition for new construction seaward of the Building Setback Line (BSL) is allowed, several conditions shall be met:

1 All construction shall be designed to minimize impacts on natural hydrology, create no erosion to adjacent properties, critical dune areas, or the public beach, and preserve to the greatest extent practicable the natural dune line and vegetation,

2. All construction is located as far landward as is practicable;

3 Construction is in accordance with FEMA, NFIP, IRC Building codes and local flood prevention requirements;

4. New construction shall be elevated with a minimum XX-foot (X') freeboard above the required base flood elevation (BFE);

5 All enclosures below BFE must be in compliance with NFIP guidelines;

6 Areas located within 25 feet of a habitable structure may only be disturbed if the proposed activity is located landward of the 25 feet from the north toe of the dune.

7. Dune walkovers, footpaths, beach access roads, dune restoration projects, sand fences, and irrigation systems for the dune that are approved through a beachfront certificate and/or dune protection permit may be allowed,

8 Structures shall be designed for feasible, above-site relocation. Proof that a structure is designed for feasible relocation shall be required, and for large-scale construction, financial assurance to fund the eventual relocation or demolition and removed of the proposed structure shall be provided

## Section V - Procedures for Preserving and Enhancing the Public's Right of Access

Texas Administrative Code

Procedures for preserving and enhancing the public's right of access to and use of the public beach from losses due to erosion and storm damage. The ERP should include the following.

(A) evaluation of all areas of public access to determine those that require improved protection from erosion and storm surge;

(B) evaluation of construction methods and design improvements for areas of beach access to reduce costs associated with repair, rebuild, or replacement due to storm damage and erosion,

(C) list of goals and implementation schedules for areas of public access design improvements that prioritize short term (two years or less) and long term goals;

(D) inventory all publicly funded existing amenities and access ways as a basis for qualifying for FEMA post-storm funding sources,

(E) establishment of procedures based on subparagraphs (A) and (B) of this paragraph for conducting post-storm assessment and identifying requirements for rehabilitation which include:

(i) inspection of beach access areas after meteorological events;

(ii) compilation of a list of access points that no longer comply with the local government's approved dune protection and beach access plan and the Beach/Dune rules with a description of specific required repairs and replacements including, but not limited to parking, pedestrian and vehicular access ways, and signage; and

(iii) schedules for access area repair and replacement based on available local funding and grant requests.

---

**Public Beach Access Inventory and Evaluation**

All of the beaches on the Bolivar Peninsula are open to vehicle traffic without restriction with the exception of the Houston Audubon Bolivar Flats area located at the very west end of the peninsula. However, this area is dangerous for vehicle traffic and has not been accessible by vehicle for approximately 20 years **(Verify length of time)**. On beach parking is available at the edge of the sanctuary area and pedestrian traffic is allowed As detailed on page 33 (and listed below) of the County Plan certified in 2006, Galveston County has an inventory of 51 beach access roads on the Bolivar Peninsula and is currently in the process of completing FEMA Public Assistance repairs and will be reviewing the vehicle access roads over the summer and fall of 2011

| Name of Roadway | Road Surface |
|---|---|
| 1. 15th St. | Improved, all weather |
| 2 16th St | Improved, all weather |
| 3 Rettilon | Improved, all weather |
| 4 Magnolia | Improved, all weather |
| 5 Johnson Crawford Circle (4th Street) | Improved, all weather |
| 6. Boyt | Improved, all weather |
| 7 Helen Blvd | Improved, all weather |
| 8 Melody Ln | Improved, all weather |

| | |
|---|---|
| 9. Honeysuckle Dr | Improved, all weather |
| 10. Alma | Improved, all weather |
| 11. Tinkle | Improved, all weather |
| 12. Jacks | Improved, all weather |
| 13. O'Neil | Improved, all weather |
| 14. East Rd. | Improved, all weather |
| 15. Buell | Improved, all weather |
| 16. Lazy Ln. | Improved, all weather |
| 17 Townsend | Improved, all weather |
| 18 Gulfview | Improved, all weather |
| 19 Surfview | Improved, all weather |
| 20. Holiday Dr | Improved, all weather |
| 21. Palmetto Dr. | Improved, all weather |
| 22. Wommack | Improved, all weather |
| 23. West | Improved, all weather |
| 24. Mr. G | Improved, all weather |
| 25. Monkhouse Dr | Improved, all weather |
| 26 Crystal Beach Dr. | Improved, all weather |
| 27 Kahla | Improved, all weather |
| 28 Gulf Shores Dr | Improved, all weather |
| 29. Westview | Improved, all weather |
| 30. Gulfway | Improved, all weather |
| 31. Eastview | Improved, all weather |
| 32. Alberdie | Improved, all weather |
| 33. Noisy Waves | Improved, all weather |
| 34 Clara | Improved, all weather |
| 35 Center | Improved, all weather |
| 36 Kenlyn | Improved, all weather |
| 37 Driftwood Dr | Improved, all weather |
| 38 Seadrift Dr | Improved, all weather |
| 39 Ramada Blvd | Improved, all weather |
| 40 Nassau Ln. | Improved, all weather |
| 41 Redfish | Improved, all weather |
| 42. Stingaree St | Improved, all weather |
| 43. Cove | Improved, all weather |
| 44 Cade | Improved, all weather |
| 45 Bauer Lane (west side of Rollover Pass) | Sand/shell |
| 46. Bauer Street (east side of Rollover Pass) | Sand/shell |
| 47 Kirkpatrick* | Improved, all weather |
| 48 Dirty Pelican Pier | Sand/shell |
| 49 Unnamed road (2.3 miles west of State Highway 124) | Sand/shell |
| 50 Unnamed road (1 7 miles west of State Highway 124) | Sand/shell |
| 51 Unnamed road (just west of State Highway 124) | Sand/shell |

Galveston County, had also installed a fully wheelchair accessible ADA dune walkover ramp within the street right-of-way at Johnson Road in the Gilchrist area This beach access ramp included designated all weather off beach handicap parking, endangered species nesting habitat signage and a trash receptacle, but was completely destroyed by Hurricane Ike. The County has been coordinating the replacement with FEMA and expects to complete the shortly after the Buyout program is completed

Recently, Galveston County facilitated the purchase of 21 beach wheel chairs made possible by a large donation from a private individual to improve handicap access on Galveston Island. The 21 beach wheelchairs have been provided to the Galveston Park Board for use at the public beach parks on the Island.

## Section VI - Procedures for Preserving, Restoring, and Enhancing Critical Sand Dunes for Natural Storm Protection and Conservation Purposes.

Texas Administrative Code

Procedures for preserving, restoring, and enhancing critical sand dunes for natural storm protection and conservation purposes. The ERP should include the following.

(A) specific proposals for the height (above mean sea level), width (as measured perpendicular to the shoreline), and percent of vegetative cover of critical front row dunes necessary to protect public and private property from severe meteorological events. The minimum dune height should be based on at least 75% of the BFE height from mean sea level established by the National Flood Insurance Program Flood Insurance Rate Maps for the local area;

(B) identification and listing of specific locations where restoration is needed to fill in gaps and blowouts in the foredune ridge;

(C) specific proposals for dune revegetation projects, including the identification of native plant species to be used in these projects;

(D) identification of enhanced dune protection measures for existing residences, multi-family structures and businesses. Establish dune protection measures which protect the landward side of the foredune ridge, which may include, but are not limited to

(i) use of native (indigenous) vegetation; and

(ii) limitations on the use of fertilizer and mowing,

(E) identification of specific goals and implementation schedules to meet the requirements outlined in subparagraphs (A) - (D) of this paragraph; and

(F) identification of available funding and proposed grant requests to accomplish goals and implementation schedules for dune restoration.

A healthy dune system is the backbone for reducing impacts from storm events and is the measurement model used by the U.S Army Civil Works through the Corp of Engineers Coastal program for storm damage reduction Three factors found by Gibeaut and many others that indicate a healthy system include height, width, and vegetative cover. According to recent studies, a foredune ridge that is approximately 10 feet in height combined with a dune width of 200 feet and a high level of vegetative cover is essential to hold the dune system in place and reduce susceptibility from a "blow out" from high winds and provide significant protection to beachfront property. However, very limited areas on the Bolivar Peninsula pre-Ike had a dune system of this width, and post- Ike that limited amount was significantly reduced. The illustration below from the Fifth Edition of the Dune Protection Manual provides visual evidence of what occurs when a dune lacks sufficient height, depth and vegetative cover

**Before Storm**

**Post Storm**

Recognizing the importance of these three factors, along with research regarding historic dune widths on the upper Texas coast and specifically the peninsula, the Galveston County has established minimum standards for creation of restored or man-made dunes as detailed in Section VI Dune Reconstruction of the County Plan found beginning on page 28. Restored dunes should have the following characteristics

- 50% vegetative cover;
- A minimum 3.1 slope;
- An average height of 75% of the peninsula's base flood elevation as measured from mean sea level,
- A naturally established connection to the dune contour and elevation of the adjacent property; and
- Shall not extend further seaward than 4.1' from mean sea level

As general guidance for dune restoration or re-vegetation projects, the County recommends the following·

| *Vegetating Location | Recommendation |
|---|---|
| Seaward Face of the Dune | Bitter Panicum (grass), Sea Oats (grass), Marsh Hay Cordgrass (grass), beach morning glory (vine, and seagrapes (vine). |
| Landward Side of the Dune | Low-growing plants and shrubs found on the back side of the dunes include seacoast bluestem, cucumber leaf sunflower, rose ring gallardia, partridge pea, prickly pear, and lantana. (Many of these are flowering plants, which are an attractive alternative to dune grasses though less effective as dune stabilizers ) |

| *Recommended Material | Technique |
|---|---|
| Native Hay | The use of a 3- to 6-inch thick layer native hay, with seeds of the above listed vegetation, on bare sand areas to provide immediate protection from blowing sand and encourage the natural process of re-seeding. The hay must be harvested in fall when mature seeds are present. |
| Sand Fencing. | Encourage limited use of sand fencing to build up dunes where re-vegetation alone is unlikely to encourage sufficient dune width and height Sand fencing can be used as a first step prior to re-vegetation in accordance with endangered species guidelines. Diagonal 10 - 20ft parallel sections |

**Source GLO Dune Protection and Improvement Manual for the Texas Gulf Coast 5th Edition*

As previously described, the dune system and vegetative cover on the Bolivar Peninsula were obliterated by Hurricane Ike Very few individual dunes are present on the peninsula except a

few isolated places where small-scale restorations have occurred conducted by Homeowner Associations.

** Galveston County has identified priority projects for dune restoration / re-vegetation and has submitted various grant applications and public assistance claims to FEMA to help implement these projects

Identification of Enhanced Dune Protection Measures for Existing Structures

The County's Plan requires additional protection of the dune system for existing structures in order to obtain a Dune Protection Permit and Beachfront Construction Certificate The following prohibitions are in place·

- Paving, grading, or altering the ground below the lowest habitable floor in any manner is prohibited in the following areas, which ever is further landward:
- The area between the line of vegetation and XX feet seaward from the habitable structure, or
- The area XX feet landward of the north toe of the dune

Only indigenous dune vegetation described in the GLO's Dune Protection and Improvement Manual for the Gulf Coast (5th Edition) shall be planted seaward of the line 25 (Verify distance) feet landward of the north toe of the dune;

Goals, Implementation, and Funding Sources

Galveston County will continue to seek funding for dune restoration in an effort to continue the protection of critical dune areas. An implementation schedule will be completed to provide short-term (2 years or less) considering the lengthy permitting process required for coastal projects and long-term actions.

Potential Funding Sources for dune restoration and re-vegetation:

- NOAA Programs and Grants
- GOMESA Program through BOEMR
- GLO Program and Grants
- Coastal Erosion Planning and Response Act (CEPRA)
- Coastal Impact Assistance Program (CIAP)
- Coastal Management Program (CMP)
- Beach Maintenance Reimbursement Fund
- Coastal and Estuarine Land Conservation Program (CELCP)
- Galveston County Capital Improvement Program
- Local Beach User Fees
- Private funds / Homeowner Associations (HOAs) contributions

Galveston County continues to encourage private participation in dune restoration and re-vegetation projects that are consistent with State guidelines

## Section VII -Criteria for Voluntary Acquisition of Property Seaward of the Building Setback Line.

Texas Administrative Code
Criteria for voluntary acquisition of property seaward of the building setback line. The local government may develop criteria for identifying properties with structures located entirely seaward of the building set-back line, providing for voluntary acquisition of fee simple title or a lesser interest in such properties, and procedures for prioritizing properties to be acquired

(b) Local governments must use historical erosion data and other relevant data from the State Coastal Erosion Response Plan in the preparation of local erosion response plans The State Coastal Erosion Response Plan may be found at:
http://www.glo state tx.us/coastal/pubs html#reports
(c) The local government must hold a public educational meeting on the ERP before implementation. The meeting may be held in conjunction with the formal hearing required for establishment of a new DPL, as outlined in §15.3(l) of this title (relating to Provisions for Public Hearings on Dune Protection Lines) If held separately from the hearing on a new DPL, the meeting must be advertised in the same manner outlined in §15 3(l) of this title.
(d) The ERP must be submitted to the General Land Office for review and approval as a dune protection and beach access plan amendment following the procedures outlined in §15.3(o) of this title (relating to Submission of Local Government Plans to the General Land Office).

---

Galveston County is nearing the final stages of one of the largest acquisition programs in the history of FEMA Region VI Criteria used to determine eligible properties under this current grant program included:

- Proximity to the beach
- Potential use for a public purpose
- Properties bordering the slough (to create a maintenance easement)
- In the Gilchrist area

Future considerations will include the eligibility requirements of potential properties to conform to FEMA Hazard Mitigation Grant Program Guidelines, potential availability of grant funds and potential beach user fee funds, and County general fund budgets. Eventual use of the properties is a major consideration and could possibly be used a revenue source that could be used to incorporate additional at-risk properties into the program.

Development of the draft plan began in April 2011, and is continuing with the required timeline set forth by the GLO for draft and final plan submittal. Contracts with subject matter experts were approved by Commissioners Court in May 2011; specifically with HDR for coastal engineering assistance and Coastal Surveying of Texas for surveying / topographic assistance

The draft erosion response plan elements and associated timeline have been discussed at the following meetings

- Galveston County Beach Erosion Task Force (BETF) monthly meetings beginning in February 2011
- Participated as a resource in the early meeting of the citizens group commenting the City of Galveston draft plan
- Informational meeting with community representatives on June 1, 2011 in Crystal Beach
- Commissioners Court Workshop June 7, 2011
- Tentative Commissioners Court agenda for authorization to submit a draft plan to the GLO prior to the July 1, 2001 date.

In addition to the meetings, the Erosion Response Plan sections of the Texas Administrative Code has been posted on the Galveston County website at:
www co.galveston.tx us/beacherosiontaskforce

Please note, the BETF had periodically coordinated meetings with elected officials to discuss beachfront construction regulations, specifically related to construction setbacks and building practices. Galveston County expended a great deal of time and effort drafting comments in response to the 2007 legislation regarding erosion response planning (known locally as House Bill 2819) providing comments through the BETF and elected officials and hosting numerous public meetings and two public hearing (one each on Galveston and the Bolivar Peninsula) The County's comments regarding HB 2819 were submitted to the GLO on June 11, 2008 and August 13, 2008

In order to maintain the dialogue the County will be requesting the GLO to complete their preliminary review and provide comments on the County's draft plan within 30 days of receipt. In addition to the ERP component of the Plan, it is staff's understanding that modifications to other parts of the Plan including access roads, user fees, and conforming language adjustments are possible throughout the Plan.

County staff will develop a schedule for the Commissioner's Court to consider a final plan adoption, following comment from the GLO on the draft plan. The review and approval of the final ERP plan will be conducted between July 2011 and December 2011

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**SECTION II** **SABINE PASS TO GALVESTON BAY**

- Re-scoping Request from Judge Henry
- 5th PCA Amendment with GLO
- Reimbursement Request to GLO

# Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Freeman Mendell
Chief of Staff

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant


April 15, 2011

COL Christopher W. Sallese, Commander
USACE Galveston District
2000 Fort Point Road, P.O. Box 1229
Galveston, TX 77553-1229

Via Email: arthur.j.janecka@usace.army.mil

**RE: Re-scoping Request for Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study**

Dear COL Sallese:

It was good to meet with you shortly after I took office and I am looking forward to working with you on the many projects in which we share a common interest. Who knows, if we're lucky maybe we can even complete the Clear Creek project one day.... But on a serious note, one of the projects we have with you is the Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study, referred to as the Feasibility Study. As you know this project was initiated following a completed Reconnaissance Study and execution of the Feasibility Cost Share Agreement in September 2001. However, since that time, there have been many issues impacting the schedule and budget of the Feasibility Study, most notably and recently by Hurricane Ike in September 2008.

In July of 2009, each of the three parties to the Feasibility Study (Galveston County, Jefferson County and the Galveston District) along with our local cost share partners agreed to place the Study on hiatus in order to more fully focus on the recovery issues associated with Hurricane Ike. The hiatus was intended to be a temporary situation. It is my intent with this letter to start closing down the hiatus period and start moving forward in a more productive direction; specifically the re-scoping of the Study area to include the six counties identified as part of the Gulf Coast Community Protection and Recovery District. This change will have many benefits including:

- Expanding the Feasibility Study area into a more regional approach.
- Incorporation of a specific surge suppression component.
- Improving the benefit calculations to include industries and infrastructure of national significance.


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

I understand this re-scoping could be accomplished within 18 to 24 months, cost approximately $600,000, and could be funded at 100 percent federal cost by utilizing the existing federal dollars currently in the possession of the Galveston District for the Feasibility Study. New non-federal sponsors would also have to be identified and a new cost share agreement executed prior to the initiation of any work activities concerning this revised project.

Following the commencement of the re-scoped Study it would be our intent to identify those projects determined to be feasible and work toward implementing those at that time, rather than waiting to complete this newer revised Feasibility Study before starting any construction activities.

My staff contact on the Feasibility Study is John Lee Jr., in the County Engineers Office, his office number is 409.770.5357. Should you have any questions, issues or concerns please do not hesitate to contact my office.

There is a great amount of support within the local community to develop a regional solution to the problems posed by inundation due to surge and the ongoing effort to combat erosion. I believe that by working together we can implement solutions that benefit our entire community.

Sincerely,

Mark Henry
Galveston County Judge

**PROJECT COOPERATION AGREEMENT**
**FOR EVALUATING EROSION RESPONSE ALTERNATIVES**
**BETWEEN**
**GENERAL LAND OFFICE**
***AND***
**GALVESTON COUNTY**

**GLO CONTRACT NO. 03-145-000**
**AMENDMENT NO. 5**

**STATE OF TEXAS** §
§
**COUNTY OF TRAVIS** §

The GENERAL LAND OFFICE (GLO) and GALVESTON COUNTY (Qualified Project Partner or QPP), parties to that certain Project Cooperation Agreement effective December 3, 2002, and denominated GLO Contract No. 03-145C (Agreement) as amended, now desire to further amend the Agreement.

WHEREAS, the parties desire to extend the term of the Agreement to allow for successful completion of the U.S. Army Corps of Engineers Sabine Pass to San Luis Pass Shoreline Erosion Feasibility Study; and

WHEREAS, the parties desire to increase funding under the Agreement by adding TWO HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS ($254,185.00) in Coastal Erosion Planning and Response Act (CEPRA) funding, as well as EIGHTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS ($84,729.00) in QPP in-kind match; and

WHEREAS, due to enhanced data reporting capabilities within the GLO, the parties desire to revise the Agreement number;

NOW, THEREFORE, the parties hereby agree to amend and modify the Agreement as follows:

1. **SECTION 2.01** of the Agreement, ***DURATION***, is hereby amended and modified to reflect a termination date of August 31, 2009.

2. **SECTION 3.01(b)** of the Agreement, **FUNDING**, is hereby amended and modified to reflect total funding in an amount not to exceed **THREE MILLION SIX HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED FOURTEEN DOLLARS ($3,679,914.00)**; and that the total amount to be expended from the Account shall not exceed **SEVEN HUNDRED FOUR THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS ($704,185.00)**.

3. All prior Budgets are hereby deleted and replaced by **Attachment B-3**, Revised Budget, attached hereto and incorporated herein by reference for all purposes.

4. The revised Agreement number shall be **GLO CONTRACT NO. 03-145-000**, and shall be reflected throughout this Amendment No. 5 and on all correspondence, documents, invoices, and reports henceforth.

5. The effective date of this Amendment No. 5 is August 31, 2007.

6. Except as amended and modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

| **GENERAL LAND OFFICE** | **GALVESTON COUNTY** |
|---|---|
| Larry L. Laine, Chief Clerk/ Deputy Land Commissioner | Name: JAMES D. YARBROUGH |
| | Title: GALVESTON COUNTY JUDGE |
| Date: 9/12/07 | Date: SEPTEMBER 12, 2007 |

Div. ___
G.C. ___

# Galveston County Office of Emergency Management

1353 FM 646W
Suite 201
Dickinson, TX 77539
www.gcoem.org

281-309-5002
409-762-8621 x 5002
FAX 888-534-5607
Toll-Free/24-Hour On-Call 888-384-2000


September 27, 2007

Melissa Porter
Texas General Land Office
1700 N. Congress Ave.
Austin, Texas 78748
**Via email:** melissa.porter@glo.state.tx.us

**Re: Follow-up to phone call on 9/27/2007 Request for Invoice CEPRA project #1034**

Dear Ms. Porter:

This letter is submitted in follow-up to our phone conversation a few moments ago. I will include the Excel spreadsheet calculated by GLO staff to serve as additional documentation of the expenses incurred by Galveston County as part of this project.

**Coastal Planning and Engineering**

| Invoice Date | Invoice Amt. | Check Date | Amt. Paid | Notes |
|---|---|---|---|---|
| 8/21/2006 | $13,775.00 | 9/13/2006 | $13,775 00 | |
| 9/15/2006 | $82,650.00 | 10/11/2006 | $82,650.00 | |
| 10/16/2006 | $68,875.00 | 11/22/2006 | $68,875.00 | |
| 11/20/2006 | $68,875.00 | 12/13/2006 | $68,875 00 | |
| 12/15/2006 | $13,775.00 | 1/10/2006 | $13,775.00 | |
| 1/16/2007 | $11,020.00 | ? | ? | missing check paying 1/16/07 invoice |
| **Total** | $258,970.00 | | **$247,950.00** | verified paid by Galv. Co., Ray Newby 7/9/07 |

**U.S. Army Corps of Engineers**

| Invoice Date | Invoice Amt. | Check Date | Amt. Paid | Notes |
|---|---|---|---|---|
| 1/4/2007 | $213,500 00 | 2/21/2007 | $213,500.00 | |
| **Total** | $213,500.00 | | **$213,500.00** | verified paid by Galv. Co., Ray Newby 7/9/07 |

**HDR Shiner Moseley**

| Invoice Date | Invoice Amt. | Check Date | Amt. Paid | Notes |
|---|---|---|---|---|
| 6/7/2005 | $2,994.40 | 7/25/2005 | $2,994 40 | Check amount was $35,428.88 |
| 7/14/2005 | $1,488.00 | 8/15/2005 | $1,488.00 | Check amount was $28,815.99 |
| 8/10/2005 | $3,348.00 | 10/24/2005 | $3,348.00 | 8/10-9/12/05 invoices paid by 10/24 check for |
| 9/12/2005 | $3,968.00 | 10/24/2005 | $3,968.00 | $8,579.00 |
| **Total** | $11,798.40 | | **$11,798.40** | verified paid by Galv. Co., Ray Newby 7/9/07 |
| | | | **note:** | not included in Cycle 3 reimbursement evaluation |

**HDR Shiner Moseley**

| Invoice Date | Invoice Amt. | Check Date | Amt. Paid | Notes |
|---|---|---|---|---|
| 11/10/2005 | $5,171 21 | 7/26/2006 | $5,171 21 | |


**James D. Yarbrough, County Judge**
Emergency Management Director

**John Simsen**
Emergency Management Coordinator

| | | | | |
|---|---|---|---|---|
| 11/10/2005 | $3,171.40 | 3/22/2006 | | 11/10/05-2/9/06 invoices totaling $9665.40 pd by check dated 3/22/06 for $9665.40 |
| 12/13/2005 | $3,224.00 | 3/22/2006 | | |
| 1/23/2006 | $1,658.00 | 3/22/2006 | | |
| 2/9/2006 | $1,612.00 | 3/22/2006 | $9,665.40 | |
| 3/17/2006 | $2,976.00 | 5/10/2006 | | 3/17/06-5/11/06 invoices totaling $7440 pd.by checks on 5/10/06 for $4005.35 and 5/24/06 for $4577.00 (checks total $8582.35) |
| 4/17/2006 | $3,472.00 | 5/24/2006 | | |
| 5/11/2006 | $992.00 | 5/24/2006 | $7,440.00 | |
| 6/14/2006 | $868.00 | 7/19/2006 | $868.00 | |
| 8/15/2006 | $5,844.00 | 9/27/2006 | $5,844.00 | Check amount was $6051.00 |
| ? | $0.00 | ? | $0.00 | 9/06-11/06 invoices and checks? |
| 12/13/2006 | $18,323.98 | 3/7/2007 | $18,323.98 | Check amount was $30,211.01 |
| 1/17/2007 | $4,594.25 | 5/16/2007 | $4,594 25 | |
| 2/15/2007 | $3,417.68 | 3/21/2007 | $3,417.68 | Check amount was $10,331.31 |
| 3/13/2007 | $5,153.73 | 4/4/2007 | $5,153.73 | Check amount was $11,801.23 |
| 4/10/2007 | $5,187.74 | 5/9/2007 | $5,187.74 | Check amount was $16,464.74 |
| Total | $65,665.99 | | $65,665.99 | verified paid by Galv. Co., Ray Newby 7/9/07 |

| | |
|---|---|
| **Galveston Co. Cycle 4 expenses:** | **$538,914.39** |
| **75% eligible CEPRA reimbursement:** | **$404,185.79** |
| **CEPRA Cycle 4 funds to add to PCA:** | **$254,185.79** |

Please consider this letter as an invoice and request for payment to Galveston County in the amount of **$404,185.79**. I will also send via separate email the executed agreement that reflects the above dollar amount.

Should you have any questions please do not hesitate to let me know.

Take care,

John Lee Jr., Mitigation Coordinator
Galveston County Office of Emergency Management

cc: Departmental File
County Auditors Office

**James D. Yarbrough, County Judge**
Emergency Management Director

**John Simsen**
Emergency Management Coordinator

COASTAL
Strategies Group, LLC

## SECTION III COASTAL IMPACT ASSISTANCE PROGRAM

- CIAP First Year Project Chart, Tier I & II
- Unselected First Year Projects
- FY 2008- Second Year Projects
- FY 2008 Public Participation
- FY 2009 & FY2010 Public Participation
- FY2009 & FY2010 Project Cover Pages

# Galveston County 1st Year CIAP

| Rank | I.D. # | Name | Entity | CIAP | *Program Admin. / *Project Mgt. | Revised Total | Status / Revision |
|---|---|---|---|---|---|---|---|
| 1 | C06-009 | North Jetty Sand Source Investigation | Galveston County | $375,000.00 | PA- $45,000.00<br>PM- $60,000.00 | $480,000.00 | Project ready for application PA |
| 2 | C06-028 | Monitoring Survey for Galveston County Beaches | Galveston County | $189,000.00 | PA- $22,680.00<br>PM- $35,000.00 | $246,680.00 | Project ready for application |
| 3 | C06-012 | Engineering Assessment of Submerged Shore Protection Structures | Galveston County | $45,000.00 | PA- $29,400.00<br>PM- $35,000.00 | $309,400.00 | Recommend- Increase project total add $200,000 from #C06-023 |
| 4 | C06-015 | Administrative Costs (Up to 23%) | Galveston County | $163,825 Admin listed between PA/PM | CIAP Admin divided between all nine (9) projects | 0<br>($343,745.00<br>PA $146,440.00<br>PM$197,305.00) | Increase project total add. $30,000 from #C06-025<br>$123,000 from #C06-017 |
| 5 | C06-017 | Washington Park Stabilization Project | Galveston County Parks | $250,000.00 | PA- $12,000.00<br>PM- $15,000.00 | $127,000.00 | Recommend- decrease project total by $123,000.00 |
| 6 | C06-023 | Loran Property Master Plan | City of Galveston | $200,000.00 | 0 | 0 | Project completed by City of Galveston. Recommend- Transfer to #C06-012 |
| 7 | C06-021 | Snake Island Cove Seagrass Restoration & Habitat Protection | Galveston Bay Foundation | $80,000.00 | PA- $9,600.00<br>PM- $12,000.00 | $101,600.00 | ? |
| 8 | C06-026 | Spanish Grant Beach Restoration | Spanish Grant Civic Assoc. | $172,000.00 | PA- $20,640.00<br>PM- $30,305.00 | $222,945.00 | Determine long term maintenance responsibility- GLO or City |
| 9 | C06-025 | Rollover Pass Improvements / Public Information | Gilchrist Community Association | $30,000.00 | 0 | 0 | Project not possible Post Ike Recommend- Transfer to Admin #C06-015 |
| 10 | C06-029 | Private Landowner Initiative Alternative Shoreline Protection | Galveston Bay Foundation | $60,000.00 | PA- $7,200.00<br>PM- $10,000.00 | $77,200.00 | |
| | | | Tier I Total | $1,564,825.00 | | | |

*P.A. = Program Administration / *P.M. = Project Management

# Galveston County 1st Year CIAP

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| N/A Withdrawn | C06-004 | Isla Del Sol Marsh Restoration and shoreline protection | Isla Del Sol Homeowners Assoc | $100,000.00 Project Withdrawn | $300,000.00 | $400,000.00 | No | ? | 1,3 |
| | | | | | | | | | |
| | | | **Tier II Projects** | | | | | | |
| | | | **Entity** | **CIAP Funds** | | | | | |
| 11 | C06-005 | West End Wetland Preserve | Texas A&M TAMUG | $115,000.00 | $225,000.00 | $340,000.00 | Yes | (1) 3-5Yr | 1,2,5 |
| 12 | C06-006 | Bay Harbor Restoration Project | Bay Harbor Improvement Assoc | $100,000.00 | $100,000 00 | $200,000.00 | No | 9-15 months | 1,2,3 |
| 13 | C06-027 | Galveston County Pocket park #4 Shoreline Protection Habitat Restoration | Terramar Beach Comm. Improv Assoc. | $225,000.00 | $50,000.00 | $275,000.00 | No | 6-12 months | 1,4 |
| 14 | C06-014 | West End Comp Shoreline Protection/ Habitat Restoration Project | West Galveston Island Property Owners Assoc | $1,500,000.00 | $1,505,000.00 | $3,005,000.00 | Yes | Indefinite | 1,4 |
| | | | **Tier II Total** | **$1,940,000.00** | | | | | |
| | | | | | | | | | |
| | | **Tier I Total** | | **$1,564,825.00** | | | | | |
| | | **Tier II Total** | | **$1,940,000.00** | | | | | |
| | | | | | | | | | |
| | | **Combined Grand Total** | | **$3,504,825.00** | | | | | |

# Galveston County 2006-2007 CIAP
## Table of Applications
Unfunded Project Applications (In no specific order)

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| N/A | C06-001 | Pointe West Dune Restoration Project | Pointe West Home- owners Assoc. | $3,000,000.00 | No | $3,000,000 00 | No | 4 months | 1,2 |
| N/A | C06-002 | Greens Lake Erosion Control and wetlands restoration | West Galveston Bay Land Owners & HAS | $1,504,800.00 | No | $1,504,800 00 | No | 6 months | 1 |
| N/A | C06-003 | Beach Nourishment with Sand | City of Jamaica Beach | $800,000.00 | No | $800,000.00 | No | 1 year | 1 |
| N/A | C06-007 | Riveria I&II West Beach Grand Condo's beach nourishment | Riveria I&II-West Beach Grand | $85,000.00 | $15,000 00 | $100,000 00 | No | 1 Year | 1 |
| N/A | C06-008 | 10th Street Fishing Pier and sand sediment project | Galveston Park Board of Trustees | $550,000.00 | No | $550,000.00 | No | 30 months | 1,2 |
| N/A | C06-010 | Beach Sand Replenishment/Dune Restoration | Karanakawa Beach Property Owners Assoc | $1,250,000.00 | No | $1,250,000.00 | No | 9 month to 1 Year | 1,2,5 |
| N/A | C06-011 | Dune Restoration | Karankawa Beach Property Owners | $40,000.00 | $5,000.00 | $45,000 00 | No | Less than 1 Year | 1,2,5 |
| N/A | C06-013 | West End Beach Stabilization Project | Pirates Beach and Bay Foundation | $45,000.00 | $15,000.00 | $60,000 00 | No | 90 days | 1,2 |
| N/A | C06-016 | Galveston County CIAP Project Support | Texas A&M TAMUG | $45,000.00 | $25,000 00 | $70,000 00 | No | 1 Year | 1,2,3,5 |
| N/A | C06-018 | Restore Beach | Acapulco Village | $78,000.00 | No | $78,000 00 | No | 8-9 months | 1 |
| N/A | C06-019 | Terramar Beach Renourishment | Terramar Beach Comm Improv. Assoc | $100,000.00 | No | $100,000 00 | No | 6 months | 1 |
| N/A | C06-020 | Sands of Kahala Beach Beach Nourishment and Geotube maintenance | SOKB Homeowner Assoc | $106,250.00 | $18,750.00 | $125,000 00 | No | 1 month | 1 |
| N/A | C06-022 | Hersey-Bermuda Beach CEMS Feasibility Study | Bermuda Beach POA | $67,500.00 | $7,500.00 | $75,000 00 | No | 9 months | 1,3 |
| N/A | C06-024 | Gilchrist Texas Pollution Related coastal Erosion Control-Rollover Pass | Gilchrist Community Association | $500,000.00 | No | $500,000.00 | No | Unknown | 1,2,3,4 |
| **14 Projects Not Selected for CIAP Funding→** | | | | **$8,171,550.00** | | | | | |

STATE OF TEXAS

TIER 1 PROJECTS
PROPOSED BY GALVESTON COUNTY for
FISCAL YEAR 2008
COASTAL IMPACT ASSISTANCE PROGRAM ALLOCATIONS

TABLE 1

| | Project Title | Spending Estimate ($) by Calendar Year | | | | | Project Costs |
|---|---|---|---|---|---|---|---|
| | | 2008 | 2009 | 2010 | 2011 | 2012 | |
| **Authorized Use 1: Projects and activities for the conservation, protection, or restoration of coastal areas, including wetland.** | | | | | | | |
| 1 | Galveston Co. Park #4 Esturine Habitat Restoration | | $ 30,000 | | | | $ 30,000 |
| 2 | Design/Permitting/Beach Dune Habitat Restoration Bolivar Penins | | $ 274,825 | | | | $ 274,825 |
| 3 | Emergency Beach/Dune Habitat Restoration Local Match | | $ 1,260,000 | | | | $ 1,260,000 |
| 4 | | | | | | | $ - |
| 5 | | | | | | | $ - |
| 6 | | | | | | | $ - |
| 7 | | | | | | | $ - |
| | Subtotal: | $ - | $ 1,564,825 | $ - | $ - | | $ 1,564,825 |
| **uthorized Use 2: Mitigation of damage to fish, wildlife, or natural resources.** | | | | | | | |
| 1 | | | | | | | $ - |
| 2 | | | | | | | $ - |
| 3 | | | | | | | $ - |
| | Subtotal: | $ - | $ - | $ - | $ - | | $ - |
| **uthorized Use 3: Planning assistance and the administrative costs of complying with CIAP.** | | | | | | | |
| 1 | Project Admin / Project Management | | | | | | $ - |
| | Subtotal: | $ - | $ - | $ - | $ - | | $ - |
| **uthorized Use 4: Implementation of a federally-approved marine, coastal, or comprehensive conservation management plan.** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | Subtotal: | $ - | $ - | $ - | $ - | | $ - |
| **thorized Use 5: Mitigation of the impact of OCS activities through funding of onshore infrastructure projects and public service needs.** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | Subtotal: | $ - | $ - | $ - | $ - | | $ - |
| | Total of all Authorized Uses: | $ - | $ 1,564,825 | $ - | $ - | | $ 1,564,825 |

**Galveston County Office of Emergency Management**

1353 FM 646W
Suite 201
Dickinson, TX 77539
www.gcoem.org

281-309-5002
409-762-8621 x 5002
FAX 888-534-5607
Toll-Free/24-Hour On-Call 888-384-2000

August 30, 2008

## Coastal Impact Assistance Program Public Participation

Since the passage of the Energy Policy Act of 2005 that established the basis of funding for the CIAP program Galveston County has maintained a public input/participation process

**Galveston County Beach Erosion Task Force- (BETF)-**
The Galveston County BETF has a regular meeting on the first Wednesday of each month at 1.30 p.m in the Commissioners Court Workshop room of the Galveston County Courthouse If the Workshop room is not available, the meeting is held in a public meeting room in an adjacent public entity building. The CIAP program has a fixed recurring place on the BETF meeting agenda. Each meeting is open to the public Additionally, special meetings have been publicized and held to discuss the CIAP program; to consider potential projects, and to bring agencies and NGO's to network in an effort to maximize grant funding through leveraging opportunities. Specifically, a Special Meeting was called on June 19, 2008 to review and discuss potential CIAP applications and projects, (agendas are available upon request)

**Galveston County Commissioners Court- (CC)-**
The Galveston County CC has been very supportive of the CIAP program, this is evidenced by the CC agreeing to provide funding for first year projects to relieve smaller project partners from the burden of attempting to "fully fund" their respective projects since the CIAP program is a reimbursement program All projects developed and submitted through the CIAP program have been discussed and approved in public CC meetings; the projects have been listed on the CC agenda, with meeting discussion including input from members of the public. The CIAP grant applications have been discussed at multiple CC meetings including March 5, 2008 and August 27, 2008. When the first year projects were considered and approved at CC, the County Judge spoke on the importance of a coordinated effort between all interested parties to continue to organize and submit more holistic projects.

**Galveston Park Board of Trustees- (Park Board)-**
The Park Board is very active in the development of potential CIAP projects and is a funding partner in the large West Galveston Island beach nourishment habitat restoration project, the Park Board has submitted applications to the State for potential CIAP projects and the CIAP program is a regular topic of discussion and input at their respective monthly meetings.

**West Galveston Island Property Owners Association – (WGIPOA)-**
WGIPOA represents over 10,000 individual property owners on West Galveston Island and is involved in many public service / public interest programs WGIPOA meets on the second Saturday morning of each month, the meetings are open to the public and potential project issues are discussed and input is accepted WGIPOA has been very active in the development of the Galveston Island Greenprint Plan, the Geohazards Plan, and the West Galveston Land Use Plan.

**James D. Yarbrough, County Judge**
Emergency Management Director

**John Simsen**
Emergency Management Coordinator

# GALVESTON COUNTY CIAP
# PUBLIC PARTICIPATION 3RD AND 4TH YEAR

## GOALS AND OBJECTIVES

Galveston County CIAP Program Goals and Objectives

- Implement, support, and accelerate effective and timely coastal response activities that give priority to Gulf shoreline erosion impacts.
- Advance, support, and maintain the mission statement of the Galveston County Beach Erosion Task Force.
- Seek to mitigate against the impacts of coastal erosion and environmental pollution while improving public recreation in the coastal zone.
- Develop projects that can be implemented and completed in the near term, with projects realizing long-term benefits being given added weight
- Coordinate and leverage project funding with resource agencies and partners to maximize available grant award

## MANAGEMENT OF THE PROGRAM

Galveston County will oversee and monitor its CIAP program through the County Engineers Office and the Natural Resource Coordinator Monthly meetings to review the progress and overall process are coordinated through the Beach Erosion Task Force, which meets on the first Wednesday of each month. Additional meetings can be scheduled to facilitate changing conditions as necessary Galveston County has previously had it's regularily scheduled Commissioners Court meetings on Wednesday morning at 9:30 a.m. For future meetings beginning February 15, 2011 meetings will be held at 1:00 p.m. on Tuesday afternoons. Commissioners Court has approved the submission of prior CIAP project summaries

All county CIAP projects will be coordinated within Galveston County's Purchasing Procedures and Guidelines Manual that establishes county policy and governs how county funds can be expended to comply with state and federal law All projects will be coordinated with Galveston County's Auditor's Office, Purchasing Department, Legal Department, and Budget Office Projects that require the payment of a local match to the county will have a governing memorandum of understanding, contract bid, or inter-local agreement to clarify the terms of the project responsibilities.

## PUBLIC PARTICIPATION

Since the passage of the Energy Policy Act of 2005 that established the basis of funding for the CIAP program, Galveston County has maintained a public input/participation process Galveston County has worked to coordinate the CIAP program through both the Commissioners Court and Beach Erosion Task Force

**Galveston County Commissioners Court (CC)-**

Commissioners Court conducts meetings on both the Action agenda and in a Workshop setting All Court meetings are held at the old Galveston County Courthouse, located at 722 Moody (21st street) in Galveston. The action agenda consists of items that must have a specific Court action taken – approval/disapproval/defer. The Workshop is an information exchange with an open dialogue between commissioners, the audience, and the respective department making the presentation. No action is taken during the Workshop. It is commonly used for reporting progress or clarifying direction All meetings -- action and workshop -- are open to the public, unless otherwise posted for executive session. The meetings are posted at the County Courthouse, at separate annex buildings around the County, and are available online at the county webpage and other news service web pages

The Commissioners Court has been very supportive of the CIAP program. All projects developed and submitted through the CIAP program have been discussed and approved in public Commissioners Court meetings, the projects have been listed on the Court agenda, with meeting discussion, including input from members of the public Most recently the CIAP grant projects were discussed and approved for submission to the GLO at the Court meeting on November 3, 2010.

**Galveston County Beach Erosion Task Force (BETF)-**

The BETF meets monthly at the old Galveston County Courthouse, in the Commissioners Workshop Room immediately behind the Commissioners Court, on the first Wednesday afternoon of the month at 1:30 p.m. to review and discuss the entire coastal program of Galveston County If the Workshop room is not available, the meeting is held in a public meeting room in an adjacent public building. Previously, that has included the City of Galveston, City Council Workroom (room 204) in City Hall located at 823 Rosenberg in Galveston; and, the Galveston Park Board of Trustees Administrative office, first floor Board room The Park Board offices were located at 601 Tremont Street, (corner of 23rd and Church Street) in Galveston

The CIAP program has a dedicated recurring place on the BETF meeting agenda. The BETF specifically focuses on programs and activities, such as the state's CEPRA Program, CIAP, the federal feasibility study, other federal legislative issues, state lobbyists, the American Shore and Beach Preservation Association, its Texas Chapter of ASBPA, and local issues of concern in the coastal area All BETF meetings are open to the public, and meeting packets, agendas and other meeting information is included on the Galveston County webpage at www.co.galveston.tx.us. All input is appreciated and considered. Many subdivisions on West Galveston Island and residents of the Bolivar Peninsula attend the meetings and participate in the decision-making process. Membership of the Task Force consists of Galveston County, City of Galveston, Galveston Park Board, Jamaica Beach, West Galveston Island Property Owners Association, Pirates Property Owners Association, Bolivar Peninsula Chamber of Commerce, and the Gilchrist Community Association. The Galveston District of the Corp of Engineers is a regular attendee at the meetings and often provides guidence regarding compliance and regulatory issues The BETF meeting agenda is emailed and distributed to many coastal interests as well as being posted on the Galveston County website.

**Process-**

The 2009-2010 CIAP projects were developed, based on the planned approach for each of the CIAP program fiscal years. The second through fourth year (FY2008, FY2009, FY2010) CIAP program funding is based on facilitating a large beach nourishment project on both sides of the ferry on Galveston Island and the Bolivar peninsula. For example, during the spring and early summer of 2007, the Galveston County Beach Erosion Task Force developed a Coastal Erosion Planning Response Act (CEPRA) grant application to be submitted to the GLO for a beach nourishment / dune restoration project on West Galveston Island. This project entailed the use of $1.28M of Galveston County's second year (2008) CIAP funds along with another grant application to the GLO for $6M from the State portion of CIAP. The total value of this initial project application, including other matching sources was $13.5M, it was the single largest project of it's kind in the history of Texas. As part of the process to develop this application, both the Commissioners Court and the BETF considered a continuation of the long range approach for the future use of CIAP funding

This approach developed into two ongoing parallel paths regarding the CIAP program; Path 1 was the use of the first year (2007) funding to develop smaller multiple projects that would spread the funding across as broad a group of reciepients as possible. Applications were solicitated and 29 total applications were received for first year funding. Of that total by Commissioners Court action, 10 projects were determined to be Tier I and 4 were Tier II projects. The end result of these Tier I and Tier II projects will provide funding to many different organizations including Homeowner Associations, non-profit environmental and non-government organizations, and the City and County of

Galveston. Many public meetings were held to reach that goal. Path 2 was the development of a plan to construct a large beach nourishment dune restoration project on Galveston Island at the west end of the seawall; that could be followed by a similar large project for the Bolivar Peninsula the following year The final two years of the program were to be directed at the continued implementation of a project on the Bolivar Peninsula that could be matched or leveraged with CEPRA funds through the phased use of the 3rd and 4th (FY2009 & FY2010) FY CIAP funds. Each of the above named jurisdiction and entity representatives approved this plan

Approximately 20 people per month attended the Beach Erosion Task Force meetings that included federal, state, city, and local governments, professional service providers, resource agencies, and HOA representatives. Meetings were held on January 9, 2008, February 6, 2008; March 5, 2008; April 2, 2008; May 7, 2008; June 4, 2008; July 2, 2008; and August 13, 2008. The September 2088 through December 2008 meeting of the BETF were cancelled due to the increase in tropical activity and the landfall of Hurricane Ike on September 12-13, 2008. During 2009 BETF meetings were held on January 14th, September 16th; October 8th, November 12th; and December 9th. The meeting number was reduced as a direct result of the availability of members due to the displacement that occurred following Hurricane Ike. During 2010, the meetings returned to their historic pattern of meeting at 1:30 p.m. on the first Wednesday of each month

## Galveston Park Board of Trustees- (Park Board)-

The Park Board is very active in the development of potential CIAP projects and is a funding partner in the large West Galveston Island beach nourishment habitat restoration project, the Park Board has submitted applications to the State for potential CIAP projects, and the CIAP program is a regular topic of discussion and input at their respective monthly meetings

## West Galveston Island Property Owners Association – (WGIPOA)-

WGIPOA represents over 10,000 individual property owners on West Galveston Island and is involved in many public service / public interest programs. WGIPOA meets on the second Saturday morning of each month, the meetings are open to the public and potential project issues are discussed and input is accepted. WGIPOA has been very active in the development of the Galveston Island Greenprint Plan, the Geo-hazards Plan, and the West Galveston Land Use Plan

## COMPLIANCE WITH RELEVANT RULES AND REGULATIONS

The County will comply with all applicable federal, state, and local laws, and will work with the GLO on the initial environmental review process for all projects, including compliance with the NEPA and the CMP.

# Bolivar Peninsula Beach and Dune Restoration

1. Designated County Contact

| | |
|---|---|
| Entity: | Galveston County |
| Contact Name | Mr. John Lee Jr |
| Address. | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone | (409) 770-5357 |
| Fax: | (409) 766-4553 |
| E-mail: | john.lee@co.galveston.tx.us |

2. Project Title. **Bolivar Peninsula Beach and Dune Restoration**

3. Contact Information

Project Manager Contact

| | |
|---|---|
| Contact Name: | Mr. John Lee Jr. |
| Address: | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone | (409) 770-5357 |
| Fax | (409) 766-4553 |
| E-mail: | john.lee@co.galveston.tx.us |

Application Contact

| | |
|---|---|
| Contact Name: | Mr. John Lee Jr. |
| Address: | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone: | (409) 770-5357 |
| Fax. | (409) 766-4553 |
| E-mail. | john.lee@co.galveston.tx.us |

Sub-grantee Contact
N/A

4. Project Summary

Total Project Cost. $20,137,647 (From other potential state and federal funds)

Total CIAP Cost: **$1,266,735.03** (FY2009 & FY2010 Allocation)

Total CIAP Cost by Funding Year **$739,088.57** (FY 2009 Allocation)
**$527,646.46** (FY 2010 Allocation)

Project Location: Eastern Boundary: 29.550279 N, -94.381024 W, High Island
Western Boundary: 29.433493 N, -94.665176 W, Port Bolivar

Duration in months. 36 months

Project Goals. To restore the Gulf beach and dune system along approximately 14 miles of Bolivar Peninsula through the placement of sand from multiple sand sources

Measurable Objectives.

1) Construction of the Gulf beach and dune system;
2) Vegetation planted in the restored dunes,
3) Project oversight/construction administration,
4) Development and implementation of performance monitoring plan, and
5) Project closeout

# Fort Travis Area Wetland Restoration

1. Designated County Contact

| | |
|---|---|
| Entity: | Galveston County |
| Contact Name | John Lee Jr. |
| Address | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone | (409) 770-5357 |
| Fax | (409) 766-4553 |
| E-mail | john.lee@co.galveston.tx.us |

2. Project Title **Fort Travis Area Wetland Restoration**

3. Contact Information

Project Manager Contact

| | |
|---|---|
| Contact Name: | Mr. John Lee Jr |
| Address: | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone. | (409) 770-5357 |
| Fax: | (409) 766-4553 |
| E-mail | john.lee@co.galveston.tx.us |

Application Contact

| | |
|---|---|
| Contact Name: | Mr. John Lee Jr. |
| Address. | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone: | (409) 770-5357 |
| Fax: | (409) 766-4553 |
| E-mail. | john.lee@co.galveston.tx.us |

Sub-Grantee Contact
N/A

4. Project Summary

| | | |
|---|---|---|
| Total Project Cost: | $2,500,000 | (From other potential state and federal funds) |
| Total CIAP Cost: | **$500,000** | (FY2009 & FY2010 Allocation) |
| Total CIAP Cost by Funding Year | | **$150,000** (FY 2009 Allocation), **$350,000** (FY 2010 Allocation) |

Project Location. 29.363042 N, 94.762345 W, Port Bolivar

Duration in months: 36 months

Project Goals: To restore approximately 15 acres of coastal wetlands near Fort Travis Park on Bolivar Peninsula

Measurable Objectives:

1) Secure an engineering firm;
2) Complete site surveys / design and monitoring plan,
3) Obtain permits, conduct bidding, award the project and issue NTP;
4) Project oversight / admin, vegetation, construction completion,
5) Implement monitoring plan; closeout project.

# Galveston County CIAP Administration
# Project Management and Program Administration (PM / PA)

1. Designated County Contact

| | |
|---|---|
| Entity. | Galveston County |
| Contact Name: | Mr John Lee Jr |
| Address. | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone: | (409) 770-5357 |
| Fax | (409) 766-4553 |
| E-mail. | john.lee@co galveston.tx us |

2. Project Title. **Galveston County CIAP Administration PM / PA FY 2009 & FY2010**

3. Contact Information

Project Manager Contact

| | |
|---|---|
| Contact Name: | Mr. John Lee Jr |
| Address: | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone: | (409) 770-5357 |
| Fax. | (409) 766-4553 |
| E-mail | john lee@co galveston tx us |

Application Contact

| | |
|---|---|
| Contact Name | Mr. John Lee Jr. |
| Address: | 722 Moody, 3rd Floor, Room 316, Galveston, TX 77550 |
| Telephone: | (409) 770-5357 |
| Fax. | (409) 766-4553 |
| E-mail | john.lee@co.galveston.tx us |

Sub-grantee Contact
N/A

4. Project Summary

| | | |
|---|---|---|
| Total Project Cost. | **$450,000.00** | |
| Total CIAP Cost | **$450,000.00** | (FY2009 & FY2010 Allocation) |
| Total CIAP Cost by Funding Year. | **$225,000** | (FY 2009 Allocation) |
| (Approximate 20% of allocation) | **$225,000** | (FY 2010 Allocation) |

Project Locations: Bolivar Peninsula in eastern Galveston County
Eastern Boundary: 29.550279 N, -94.381024 W; High Island
Western Boundary 29.363042 N, 94.762345 W; Port Bolivar

Duration in months 42 months

Project Goals: To fund costs of administering the Galveston County 2009 and 2010 CIAP projects

Measurable Objectives.

To ensure that all program activities are monitored to comply with program requirements, to make sure all program costs are allowable; and to coordinate and evaluate the program results against stated objectives

COASTAL
Strategies Group, LLC

## SECTION IV COASTAL EROSION PLANNING RESPONSE ACT

- CEPRA Funding by Cycle and County
- Sample CEPRA Award Acknowledgment Letters
- County Judge Henry Letter of Intent

# Summary of CEPRA Funding by Cycle and County*

| County | Cycle I 9/01/99 – 8/30/01 | | Cycle II 9/01/01 – 8/30/03 | | Cycle III 9/01/03 – 8/30/05 | | Cycle IV 9/01/05 – 8/30/07 | | Cycle V 9/01/07 – 8/30/09 | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | (Projects) | /Amounts | (Projects) | /Amounts | (Projects) | /Amounts | (Projects) | /Amounts | (Projects) | /Amounts | (Projects) | /Amounts |
| Aransas | (1) | $162,000 00 | (4) | $711,404.98 | (2) | $732,500.00 | (1) | $90,000.00 | (1) | $2,100,000.00 | (9) | $3,795,904.98 |
| Brazoria | (1) | $473,300.00 | (6) | $259,867.96 | (2) | $2,000,000 00 | (18) | $1,355,282.51 | (8) | $1,595,000.00 | (35) | $5,683,450.47 |
| Cameron | (2) | $2,950,016.00 | (2) | $1,267,916.39 | (2) | $304,950.60 | (2) | $540,000.00 | (4) | $3,200,000.00 | (12) | $8,262,882.29 |
| Calhoun | (1) | $572,400.00 | (2) | $2,092,720.73 | 0 | | 0 | | In Multi-County | | (3) | $2,665,120.73 |
| Galveston | (5) | $3,063,462.00 | (16) | $5,677,096.11 | (9) | $2,042,237.91 | (11) | $2,100,019.00 | (10) | $6,996,000.00 | (51) | $19,878,815.02 |
| Harris | (1) | $255,200.00 | (1) | $123,151.71 | 0 | | 0 | | (2) | $1,460,000.00 | (4) | $1,838,351.71 |
| Jefferson | (3) | $2,394,765.36 | (4) | $343,531.62 | (4) | $490,435 15 | (2) | $394,500.00 | (6) | $1,510,000.00 | (19) | $5,133,232.13 |
| Kleberg | 0 | | (1) | $204,239.57. | 0 | | 0 | | 0 | | (1) | $204,239.57 |
| Matagorda | 0 | | (1) | $121,428.00 | (1) | $125,000.00 | 0 | | (2) | $200,000.00 | (4) | $446,428.00 |
| Nueces | 0 | | (6) | $3,395,709.63 | (2) | $996,407.00 | (2) | $2,006,035.25 | 0 | | (10) | $6,398,151.88 |
| Orange | (2) | $900,000 00 | 0 | | 0 | | 0 | | 0 | | (2) | $900,000.00 |
| Rufugio | (1) | $100,000.00 | (3) | $72,000.43 | 0 | | 0 | | In Multi-County | | (4) | $172,000.43 |
| San Patrico | Same project above | | (1) | $57,666 16 | 0 | | 0 | | 0 | | (1) | $57,666.16 |
| Coastwide | 0 | | (1) | $80,742 48 | (5) | $292,167 72 | (4) | $350,000.00 | (4) | $550,000.00 | (14) | $1,272,910.20 |
| Multi-County | 0 | | (3) | $336,442.71 | 0 | | 0 | | (1) | $40,000 00 | (4) | $376,442.71 |
| Contingency | 0 | | 0 | | 0 | | (-) | $464,163.24 | 0 | | (-) | $464,163.24 |
| **Total** | **(17)** | **$10,871,143.36** | **(51)** | **$14,743,919.14** | **(27)** | **$6,982,698.38** | **(40)** | **$7,300,000.00** | **(38)** | **$15,551,000.00** | **(173)** | **$57,549,759.52** |

* Information compiled from the Texas General Land Office website http.//www glo.state tx us/ during the week of July 21-25, 2008

(409) 766-2244
(281) 316-8300 Ext.2244
Fax (409) 766-4590

# JAMES D. YARBROUGH

COUNTY JUDGE
COUNTY OF GALVESTON

COUNTY COURTHOUSE
722 MOODY
GALVESTON, TEXAS 77550

November 6, 2007

Honorable Jerry Patterson, Land Commissioner
Texas General Land Office
Stephen F. Austin Building
1700 N. Congress Avenue
Austin, Texas 78701-1495

**Re: Thank you for CEPRA Awards- Projects #1391, #1400, #1312, and #1034**

Dear Commissioner Patterson:

The purpose of this letter is to personally thank you for the CEPRA grant awards you announced in Galveston during the ASBPA conference. Specifically, Galveston County is serving as project partner on the following CEPRA projects:

| | |
|---|---|
| CEPRA #1391 | Emergency Placement Beach Nourishment at west end of Seawall |
| CEPRA #1400 | Beneficial Use of Dredged material adjacent to Rollover Pass |
| CEPRA #1312 | Gilchrist West Beach Nourishment- Hurricane Rita Repairs |
| CEPRA #1034 | USACE Feasibility Study Cost Share |

We are also grateful that all three projects submitted through the Galveston County Beach Erosion Task Force were awarded. There is a lot of discussion at the local level to coordinate project applications and unify support behind those projects ultimately submitted through the Task Force.

I appreciate your proactive stance and dedication to help protect not only the seawall, but the many other diverse interests who use the beach as well. It is good to know there are officials in Austin who recognize the severity of the erosion problem on Galveston Island. I know there are approximately 367 miles of coastline in Texas, and as the head of a State agency you must focus on the big picture; however, we do appreciate your attention and concern in Galveston County and we are looking forward to partnering with you to make these project as successful as possible.

Again, thank you for selecting us as project partner for the CEPRA grant awards listed above.

Sincerely,

James D. Yarbrough

(409) 766-2244
(281) 316-8300 Ext.2244
Fax (409) 766-4590

# JAMES D. YARBROUGH

COUNTY JUDGE
COUNTY OF GALVESTON

COUNTY COURTHOUSE
722 MOODY
GALVESTON, TEXAS 77550

July 1, 2009

Hon. Jerry Patterson, Commissioner
Texas General Land Office
1700 N. Congress Avenue
Room 330
Austin, Texas 78701

**RE: CEPRA Cycle VI Project Applications**

Dear Commissioner Patterson:

I am enclosing two application packets as Galveston County's submission to the General Land Office (GLO) for consideration in Cycle VI of the GLO's Coastal Erosion Planning Response Act (CEPRA) program. Commissioners Court has approved both of these projects earlier today. The intent of these applications is to attempt to focus attention on a large issue of concern that residents of the Bolivar Peninsula are dealing with in the wake of Hurricane Ike.

We are submitting one project application that focuses on a large structural project supplemented by a beach nourishment project. The intent of this project is to construct off shore breakwaters adjacent to the Gilchrist area, approximately 2-3 miles in length roughly centered on the Rollover Pass area. Coupled with the recent authorities your agency received from the legislature this past session; this project could go a long way toward providing much needed relief. There is wide support from the community for this project. As you will see from the application packet we have never submitted a project of this scope before. We are attempting to leverage almost $26,000,000.00 in multi-source federal funds with our CEPRA request.

The other project application is a beneficial use of dredged material from the Intercoastal Waterway for placement on the beach east or west of Rollover Pass on the Bolivar Peninsula. This is a project that has a long history of cooperation between Galveston County and the General Land Office.

Should you have any questions regarding these projects please do not hesitate to contact Mr. John Simsen or John Lee Jr. in the County Emergency Management Office at 281.309.5035.

We look forward to partnering with you in the successful completion of these projects.

Sincerely,

James D. Yarbrough, Judge
County of Galveston

Email: james.yarbrough@co.galveston.tx.us

# Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Freeman Mendell
Chief of Staff

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant


June 29, 2011

Ms. Helen S. Young, Deputy Commissioner
Texas General Land Office
Stephen F. Austin Building
1700 N. Congress Avenue
Austin, Texas 78701-1495

Via Email: helen.young@glo.state.tx.us

**Re: CEPRA Cycle VII Letter of Intent**

Dear Ms. Young:

I am sending this letter in response to your email dated June 2, 2011 that informed local jurisdictions of the process the General Land Office was going to pursue regarding CEPRA cycle VII grant funds. As we understand, the GLO will accept "Letters of Intent" (LOI) from interested jurisdictions as a first step in the process to help determine the allocation of CEPRA funds. The GLO would then review and rank the submitted LOI's in order to determine which projects they were interested in receiving a follow-up complete Project Goal Summary (PGS) form.

Please consider this letter as a notice that Galveston County is interested in pursuing three (3) projects that could utilize CEPRA funding. Each of the three projects listed below have either been; a.) previously approved by Commissioners Court; b.) the focus of a pending grant application; c.) a recurring project with a history of receiving CEPRA funding; or d) a combination of any of the above.

Specifically the three (3) projects detailed on the following pages include the:

- Bolivar Peninsula Beach & Dune Restoration Project
- Fort Travis Area Wetland Restoration Project
- Rollover Pass Area- Beneficial Use of Dredged Material (BUDM) Project

The information contained on the following pages is in compliance with the requested format provided in your original email. Should you have any questions or need additional information please do not hesitate to contact John Lee Jr., Natural Resource Coordinator by phone at 409.770.5357 or by email at john.lee@co.galveston.tx.us. Your consideration and willingness to partner with us is greatly appreciated. Thank you for all you are doing to assist Galveston County.

Sincerely,

Mark Henry
Galveston County Judge


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

COASTAL
Strategies Group, LLC

**SECTION V** **FEMA GEO-TEXTILE TUBE CORE DUNE PROJECTS**

- Applicant Transfer Letter in the Aftermath of Ike

409-766-2244
281-316-8300 Ext. 2244
Fax 409-766-4590

# JAMES D. YARBROUGH

COUNTY JUDGE
COUNTY OF GALVESTON

COUNTY COURTHOUSE
722 MOODY
GALVESTON, TEXAS
77550

March 5, 2010

Ben R. Patterson
Recovery Section Administrator
Texas Division of Emergency Management
PO Box 4087
Austin, Texas 78773

**RE: Applicant Status Transfer Request - DR-1791-TX - PW# 15154**

Dear Mr. Patterson:

I am sending this letter on behalf of Galveston County in follow-up to our meeting on Wednesday, February 24, 2010 to request your assistance in coordinating the necessary actions for the Texas Division of Emergency Management (TDEM) to transfer the applicant status of the eligible facilities described in PW# 15154 from Galveston County to the Texas General Land Office, (GLO). This project worksheet relates to damage to geotextile tube shore protection projects on West Galveston Island and is specifically written for the areas of Pirate's Beach/Palm Beach/Pirates Beach West, Sands of Kahala Beach, and Galveston County Pocket Park #2. The GLO will use the transferred PW valued at $7,388,197.00 as a component part of their $42,000,000.00 planned beach and dune restoration project on West Galveston Island. This larger and improved project is better described in my letter dated February 17, 2010 to TDEM and FEMA and also includes a copy of the U.S. Army Corp of Engineers Permit SWG 2007-01025, specifically issued for this large beach project.

As mentioned above, I hosted a meeting on February 24, 2010 with you and representatives of the FEMA Hurricane Ike Recovery Office- Mr. Brad Harris and Mr. Philip Parks with their staff, GLO Coastal Resources- Ms. Lorrie Council, and the City of Galveston- Mr. Steve LeBlanc, Ms. Wendy O'Donohoe, and Mr. Jeff Miller. During that meeting the City representatives also said they were requesting a transfer of their applicant status for their two PW's #15155 and #15156 for damaged geotextile tube projects on West Galveston Island to the GLO. Prior to our meeting the City had sent a letter to TDEM and FEMA dated February 12, 2010 stating this intent. We also discussed the County's West Galveston Island geotextile damage claims, the GLO's alternate/improved project, and the possible post-disaster status transfer of the damaged facilities covered by the County's and City's PWs to the GLO. Included in that discussion and detailed in FEMA Recovery Manager Brad Harris's letter of February 26, 2010, the FEMA Public Assistance Guide "FEMA 322, June 2007, *Legal Responsibility,* allows FEMA to "...approve a post-disaster transfer of an eligible facility from one eligible applicant to another eligible applicant in extraordinary situations." Both Galveston County and the GLO are eligible

Email: james.yarbrough@co.galveston.tx.us

applicants as noted in Mr. Harris's letter and the GLO's proposed alternate/improved project is an eligible facility. A copy of Mr. Harris's letter is attached.

Please allow me to clarify that Mr. Harris's letter appears to include Galveston County PW# 15158, written for the damaged geotextile tubes on Bolivar Peninsula as part of the GLO's West Galveston Island project- this is not correct. The Bolivar Peninsula PW valued at $17,107,703.34 is not part of the discussion as it relates to the West Galveston Island project. The County plans a different alternate/improved project to replace the destroyed geotextile tubes located on the Bolivar Peninsula. Only PW# 15154 for the West Galveston Island geotextile tubes should be included in this request for transfer of applicant status to the GLO.

Galveston County is requesting the applicant status transfer of PW#15154 to the GLO for the following reasons, and when considered together constitute an extraordinary situation:

(1) **Eligible Applicant-**
As a State entity, the GLO is an eligible applicant. According to FEMA guidance, a post-disaster transfer of the eligible facility/work may be made by FEMA from one eligible applicant to another in extraordinary situations. State law delegates authority and responsibility for shoreline erosion protection to the GLO in the Coastal Erosion Planning and Response Act (CEPRA), Texas Natural Resources Code §§ 33.601-33.612. The Coastal Resources Division of the GLO employs the tools of CEPRA to develop, fund, construct, and maintain erosion response projects addressing areas of critical erosion along the Texas coast, such as West Galveston Island.

(2) **Extraordinary Situation-**
The landfall of Hurricane Ike resulted in the devastation of widespread areas of Galveston County, destroying public infrastructure, facilities, primary evacuation routes, and removing entire communities from the map. Local jurisdictions including the County have been facing an extraordinary situation ever since landfall. Galveston County alone is dealing with over 1,000 Ike generated FEMA project worksheets; previously our largest number of disaster related project worksheets was thirty-six (36), for Hurricane Rita in 2005. Coupled with this overwhelming number of project worksheets is the ongoing oversight responsibilities conducted by a limited County staff to manage the countywide $102,000,000.00 HMGP Buy-out/Elevation program, the $99,000,000.00 HUD Housing Assistance Program, the $66,000,000.00 HUD Infrastructure (Non-Housing) Program, the overall storm debris removal program, and additional rounds of disaster recovery funding with their myriad accounting/audit, reporting, publication and compliance requirements.

(3) **Paperwork Reduction/Audit Accounting Workflow-**
Any repairs/restoration for damage from future storms would be greatly simplified if these and future repairs/restoration were accomplished by one entity across the entire 6-mile stretch of beach rather than multiple entities. Similarly, accounting and auditing of the alternate project would be simpler and more efficient for TDEM, FEMA, GLO, the City of Galveston and Galveston County if the GLO were the sole

applicant. Streamlining the process would eliminate redundant files, record keeping and file retention. The permanent work funding process would be much more simple and efficient, making the coordination and reconciliation of payments to contractors more expedient. The reduction in the number of redundant files located within each participating agency will eliminate unneeded paper consumption and reduce the carbon footprint of this project.

(4) **City of Galveston Annexation-**
From a historical perspective, when the County installed the geotextile tubes on West Galveston Island there still remained unincorporated areas on west Galveston Island that had not yet been annexed by the City of Galveston. However, prior to the landfall of Hurricane Ike, and following the time when the construction of the geotextile tubes were completed, the City of Galveston annexed all the areas on West Galveston Island not located within the existing city limits of the City of Jamaica Beach. Areas that had been formerly unincorporated and within County jurisdiction were then located within the city limits of the City of Galveston. Therefore, although the County originally installed and maintained the geotextile tubes, those facilities came to be located within the city limits of the City of Galveston. Due to the City's annexation, prior to the landfall of Ike, Galveston County, the City of Galveston and the GLO had met and agreed the County would not be the lead local sponsor for the large beach project.

(5) **Relinquish Future Claim to GLO-**
As part of this applicant status transfer request for PW#15154 to the GLO, Galveston County will cede all current and future rights to request for reimbursement for damages to the alternate/improved project resulting from this transfer. The GLO will become the sole responsible legal entity for this project. As the sole responsible legal entity, the GLO will be the entity eligible to request reimbursement associated with any possible future damage claims for repair to or replacement of the alternate/improved project. The GLO will monitor and maintain the engineered beach created by the alternate/improved project and will be the sole entity to coordinate with TDEM and FEMA on any future damage claims.

(6) **Project Viability-**
Portions of the six-mile stretch of beach where the GLO plans to construct the beach project were formerly protected by the geotextile tubes destroyed by Hurricane Ike. Due to the beach profile changes on West Galveston Island replacement of the geotextile tubes is not deemed feasible by the County or the GLO in a post Hurricane Ike environment. To protect and enhance the entire six-mile area on West Galveston Island, the GLO has proposed a continuous, comprehensive, large-scale beach and dune restoration project. The GLO will draw funding from several sources to pay for the project, including funding from the County's and the City's PWs, by combining all the PWs with other funding sources to finance one large-scale, continuous shore restoration and protection project, the GLO will accomplish an overall savings through economies of scale. This project will provide for a unique opportunity for

two local governments and a state agency to combine funding and replace numerous small damaged facilities with one large facility that will provide better protection at a lower overall cost resulting in the largest beach nourishment / dune restoration project in the history of Texas.

(7) **Community Recovery/Hurricane Protection-**
The GLO plans to request bids for construction of the project in April 2010. Building the beach and dune restoration project could take up to eight months to complete. Should the City's and County's PWs not be transferred, the coordination required could delay the project and push it into the 2011 hurricane season, increasing the potential for additional damage to West Galveston Island, FM 3005- a primary evacuation route, endangered species nesting habitat, and adjacent property. Additionally, overall project pricing is anticipated to be lower if related project activities could be executed in the spring/summer timeframe rather than in the fall and winter due to the availability of the specific equipment necessary for construction.

(8) **Environmental Benefits-**
It should be noted that one of the important features of this project will be the creation of over six miles of nesting habitat for endangered species, specifically the endangered Kemps Ridley sea turtle.

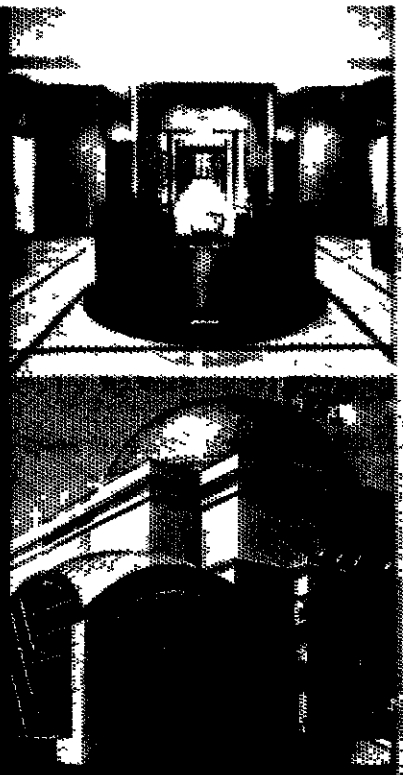
In closing I appreciate your attention to this applicant status transfer request to the GLO for PW#15154 and if you have any questions, please contact John Lee with the Galveston County Engineers Office by email or phone at john.lee@co.galveston.tx.us or (409) 770-5357.

Sincerely,

James D. Yarbrough
JDY/jl/bjb

cc: Mr. Brad Harris, FEMA
Mr. Larry L. Laine, Texas General Land Office

Attachments:
1) Galveston County Judge James D. Yarbrough letter of February 17, 2010
2) FEMA Hurricane Ike Recovery Office Manager Brad Harris letter of February 26, 2010



Corporate

Education

Entertainment

Healthcare

High Tech

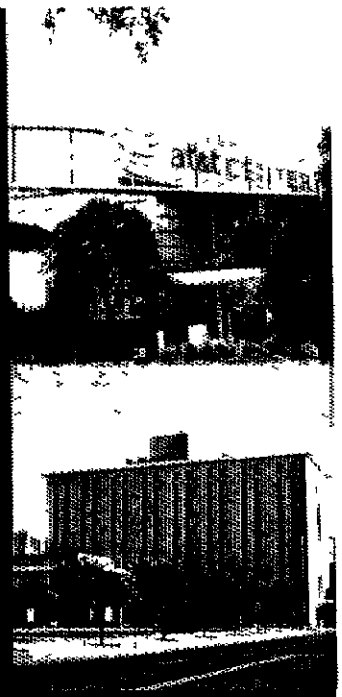
Hospitality

Museums

Specialty Projects

Sports Venues

ProjectControl
HOUSTON
*The Foundation of Your Building Success*



# RFQ#: B121019
# Galveston County, Texas

## Request for Qualification: Coastal Grant Programs & Project Management

## February 16, 2012

ProjectControl
*The Foundation of Your Building Success*

**RFQ#: B121019**
**Galveston County, Texas**

# Request for Qualification:
# Coastal Grant Programs & Project Management

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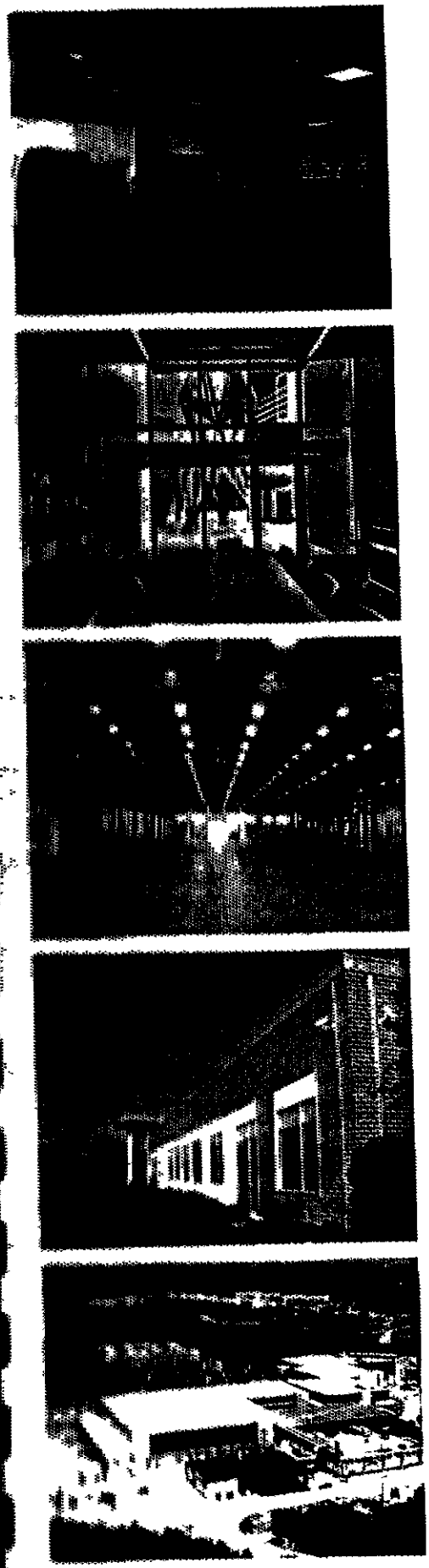
ProjectControl



# Firm Profile and Capabilities

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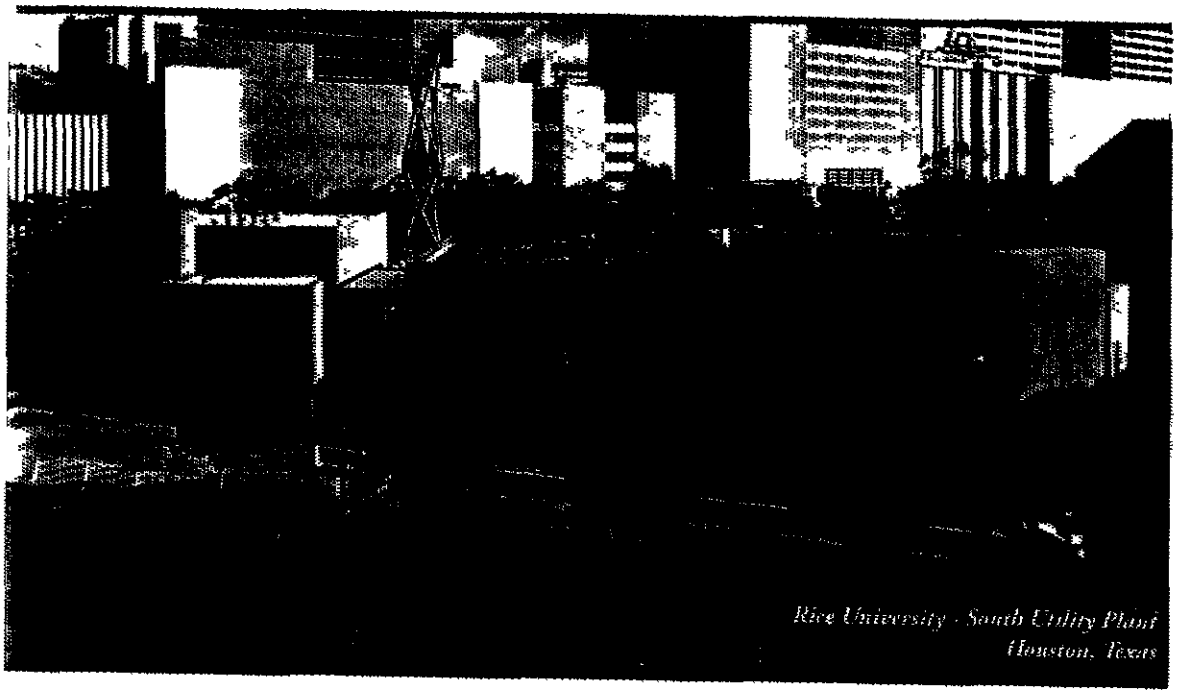


*Rice University - South Utility Plant*
*Houston, Texas*

Project Control began as a small consulting firm in 1977 with a goal to provide a service that results in substantial cost savings in the development and construction of major institutional and corporate building projects while fulfilling the owner's needs Today the company is a nationally recognized program and project management firm with projects ranging in size from a few thousand square feet to over 700,000 square feet **Project Control serves as the single point of responsibility for all of project related activities, representing the best interest of the Owner in all aspects and phases of a project.**

All work for Galveston County will be done out of our Houston office, founded in 2008 to complete various campus improvement project and new construction on the campus of Rice University Our objective is to relieve owners of the demanding management responsibilities and technical overview associated with major construction projects. **There are no conflicts of interest with Project Control.** Our independence allows our project managers to be objective while assisting and representing the owner to ensure efficiency and economy with no sacrifice in quality

Project Control's project managers come to the firm with strong backgrounds as architects, engineers, general contractors or owners representatives. The firm's professional staff collectively offers a broad array of design and construction related experience and expertise **Our project managers will become an extension of Galveston County staff - your goals are our goals.**

**Firm History**

- Company was founded in 1977 with the goal of becoming a leader in construction and project management for all types of commercial projects In 1984 the present company, Project Control of Texas, Inc was incorporated and separated from the predecessor firm that was headquartered in California
- In the late 1980s and early 1990s the company established a broad account base with clients like USAA

Insurance Company, the Methodist Hospital System, Valero Energy Corporation, Marriott Hotels, Motorola and other Fortune 500 companies and organizations Over the last 25 years, the company has completed over 25 million square feet of new construction and renovation

- In 2003 the company established an office in Houston, TX, initially to handle work with Rice University In 2008 Project Control Houston, LLC was formed.
- The company also has two affiliates, Project Control Entertainment, established in 1999 which focuses on theme park type projects and PC Sports, which has completed over $1 5 billion worth of sports specialty projects over the last 10 years.
- Revenue for 2009 was approximately $5 2 million

**On Time, On Budget**

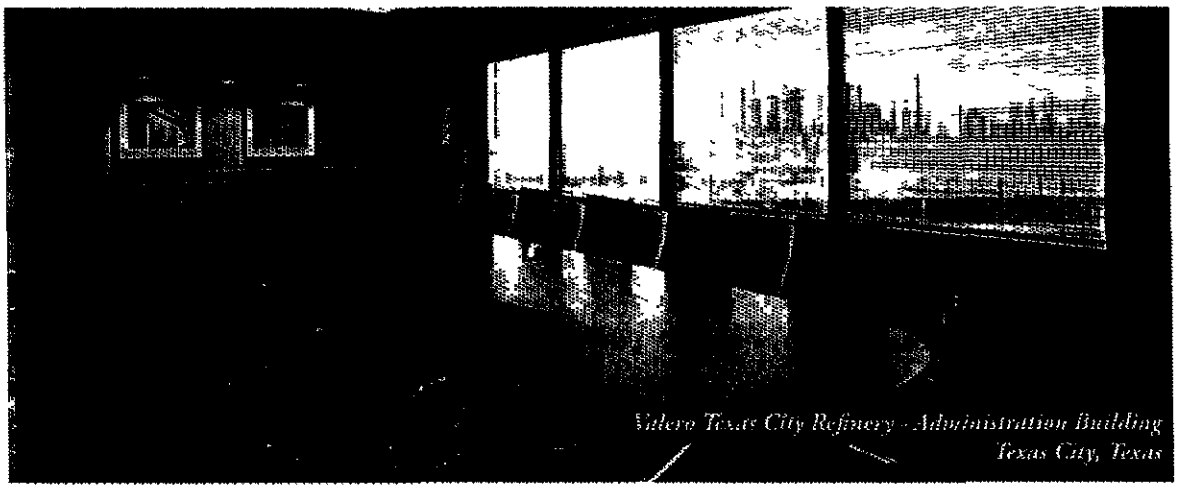
Project Control has an unmatched record of completing large, complex projects on time and on budget Timely completion of a project begins with a realistic and enforceable construction schedule Our project master schedules are comprehensive and are used as a guideline for detailed information provided by the design team and construction contractors Adequate time is included for proper owner reviews and approvals

**Organizational Experience**

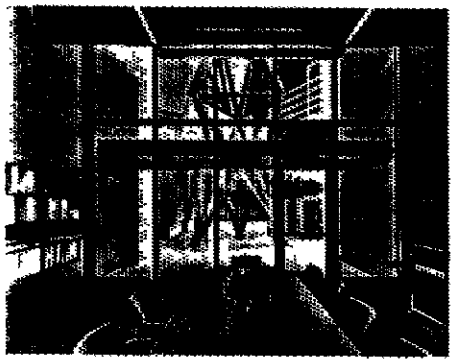
With Project Control, Galveston County has Project Control has managed to the overall program for nearly every kind of project, from them parks to expansive corporate headquarters campuses, from campus-wide improvements and construction for various higher education institutes to work with federal, county and city contracts We are confident in our ability to work with Galveston County to represent the County during development of the Erosion Response Plan, participation in the Sabine Pass to Galveston Bat Shoreline Erosion Feasibility Study, development of the Coast impact Assistance program, as well as all beach related Federal projects

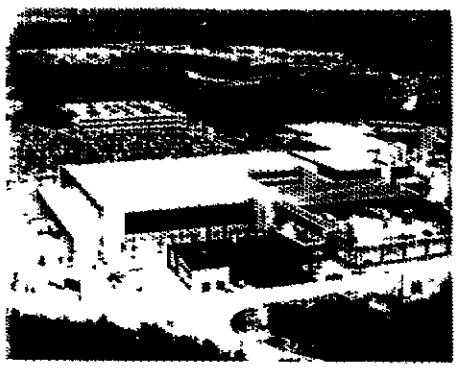
**Awards**

Project Control's integrated team approach has won multiple national awards including three Associated General Contractors' Marvin M Black Excellence in Partnering Awards, three Associated Builders and Contractors' Excellence in Construction Awards and Motorola's Build America Award



*Valero Texas City Refinery - Administration Building*
*Texas City, Texas*





# Menu of Services

ProjectControl

*The Foundation of Your Building Success*

# ProjectControl

Project Control offers services through each phase of the construction process Below is an outline of our typical services - we will tailor these services to the needs of Galveston County

**Project Definition Phase**

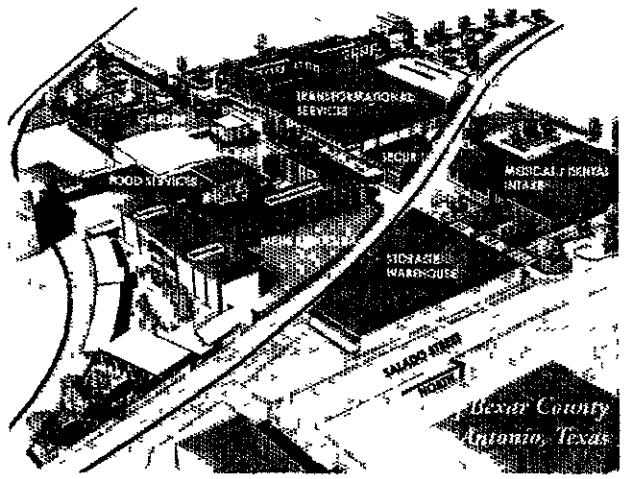
- Develop an understanding of overall goals and specific project requirements
- Develop with Galveston County the overall target budget
- Review agreements for design services
- Assist in developing strategy for design packages
- Assist in establishing proper lines of communication and team organization
- Prepare overall project schedule for review and approval.
- Serve as the focal point for Galveston County on all projects related activities
- Chair and Document all project related meeting
- Attend Owner requested meetings with Clients, User Groups, Committees and Boards
- Prepare/maintain a comprehensive Project Directory.
- Prepare request for proposal/qualifications for Design Team Members, Interviews, analysis and recommendations

**Schematic Design Phase**

- Ensure proper interaction between the design team, staff and administration
- Monitor progress of the Design Team as it relates to project schedule
- Cause the Design Team to make presentations to Galveston County at appropriate intervals
- Monitor the design to ensure it is within budget parameters
- Review all invoices associated with the project for conformance to contract requirements
- Maintain invoice approval logs showing amounts billed and amounts paid
- Assist Galveston County and the Design Team in identifying and retaining special consultants
- Recommend appropriate action should budget or schedule deviations arise

# ProjectControl

- Complete comprehensive design reviews and redline reviews of plans and specifications
- Track and distribute Task Lists
- Provide monthly status reports
- Assist Galveston County and all team members with Local, State and National authorities




**Design Development Phase**

- Chair meetings with the Design Team every two weeks or more when appropriate
- Produce and distribute minutes of all design meetings
- Monitor activities of the architect to make certain compliance to Galveston County requirements
- Monitor the progress of the design team as it relates to project schedules
- Cause the Design Team to make presentations to Galveston County at appropriate intervals
- Maintain invoice approval logs showing amounts billed and amounts paid.
- Recommend appropriate action should budget or schedule deviations arise

**Construction Documents Phase**

- Continue to chair design meetings with the Design Team every two weeks or more often when appropriate
- Produce and distribute minutes of all design meetings
- Monitor progress of the Design Team as it relates to the project schedule and budget
- Recommend cost saving options for Galveston County's consideration
- Recommend bid alternates where appropriate.
- Review all invoices associated with the project for conformance to contract requirements
- Coordinate approvals by regulatory agencies
- Serve as the focal point for all project related activities
- Report to Galveston County recommendations for construction methodology and schedule
- Recommend appropriate action should budget or schedule deviations arise
- Prepare draft agreements for general contractor or construction management services.
- Work with design team and owner in reviewing general contractor qualifications and establish a select bidders list

**Bidding and Negotiation Phase**

- Assist Galveston County and Design Team in bidding or negotiating the project
- Assist Galveston County in pre-bid conferences and bid openings
- Recommend bid alternates to be accepted.
- Report the outcome of bid openings
- Evaluate bids for compliance with the project budget and schedule.
- Prepare general contractor or CM agreements for execution
- Review bond and insurance forms for compliance with the contract requirements
- Assist Galveston County and Design Team in preconstruction conferences
- Review all invoices associated with the project for conformance to contract requirements
- Recommend to Galveston County amounts to be paid on invoices

# ProjectControl

**Construction Phase**

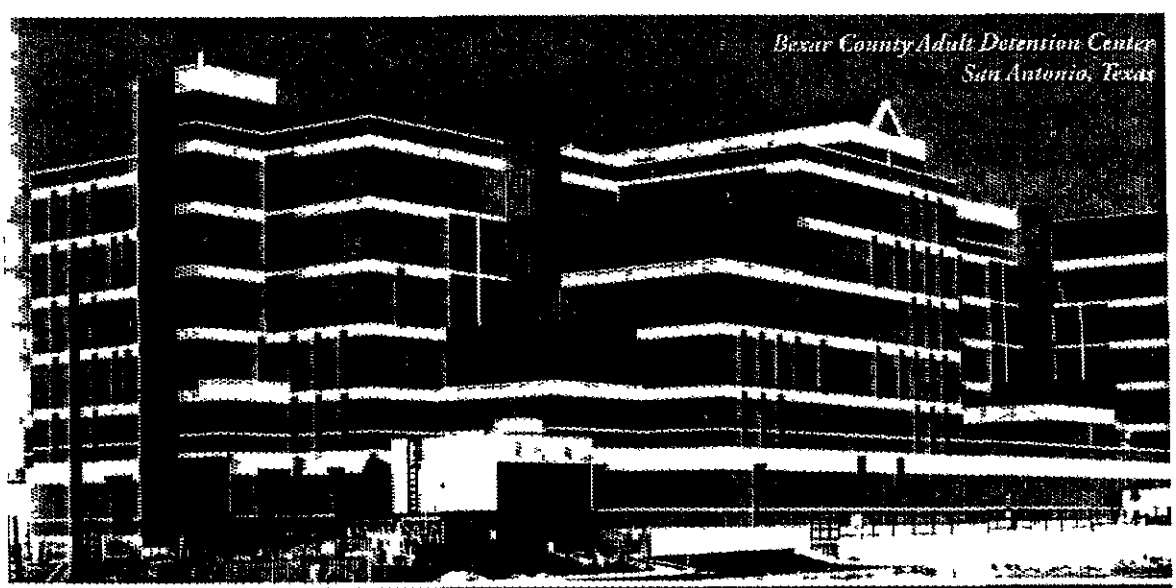
- Chair construction phase meetings with the Design Team and Contractors every two weeks
- Produce minutes of all construction meetings
- Monitor activities of the Design Team and Contractors to ensure compliance with Galveston County requirements.
- Monitor the progress of the contractor as it relates to the project schedule
- Make recommendations on proposed changes to the construction
- Monitor and update the budget.
- Recommend corrective action regarding budget or schedule deviations
- Review all invoices associated with the project for conformance to contract requirements and bond requirements.
- Recommend to Galveston County amounts to be paid on invoices
- Monitor the establishment of substantial completion dates
- Monitor the progress of punch list completion
- Monitor completion of as-built documents and operations and maintenance manuals
- Monitor maintenance staff training sessions
- Make recommendations regarding final payments to contractors and the design team

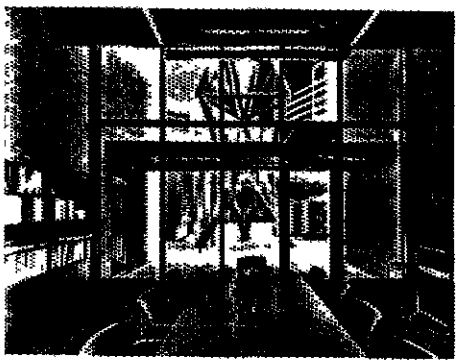
**Commissioning**

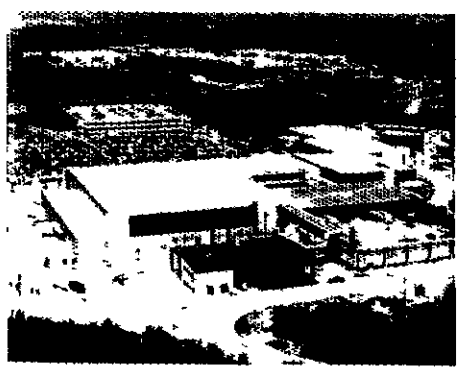
- Work with the Design Team to prepare a commissioning plan.
- Assist with constructability review during design.

**Post Construction Phase**

- Follow up as requested by Galveston County
- Monitor timely correction of warranty work by contractors
- Conduct year-end inspection for warranty items
- Assist in the development of and monitor a comprehensive project closeout checklist including documentation, project manuals, as-builts, warranties, extra materials and certifications







# Team

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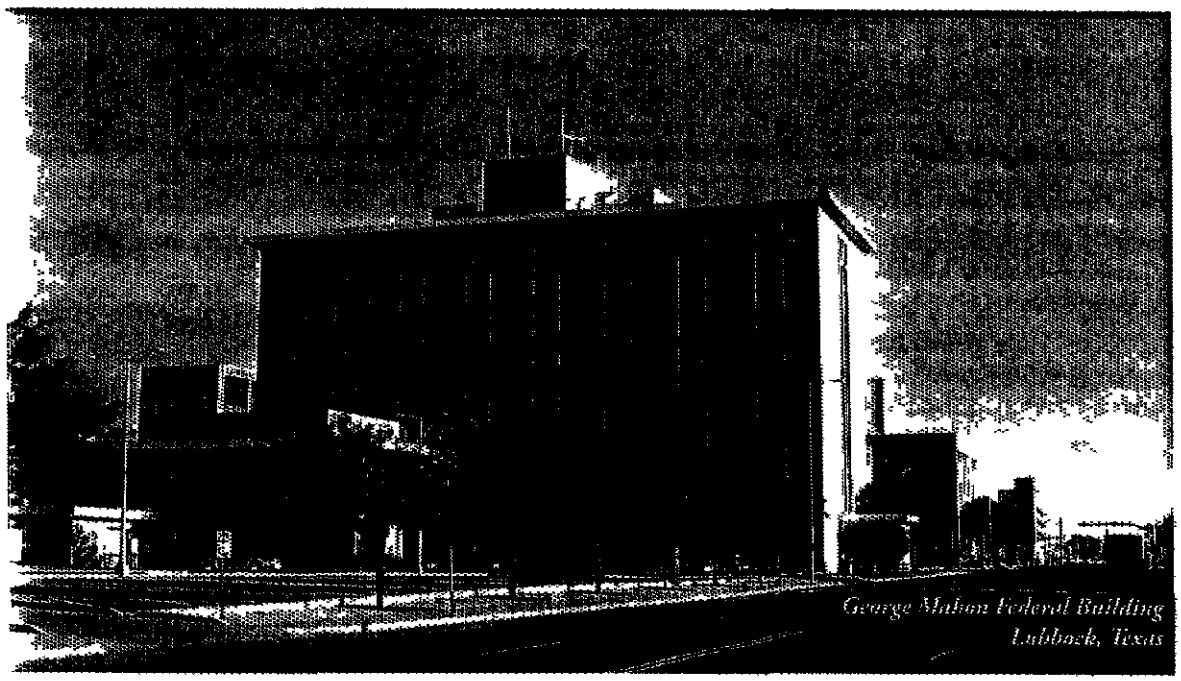



**Strength of Our Team**

Project Control's historical performance has been based on controlled growth while building up a staff of experienced professionals dedicated to growing with the firm Mr. Gary W Hall, President of PC Houston, has been with the company for over 23 years and continues to play an active role in all work completed by the Houston office. Gary has large and complex commercial construction project experience; and contract administration with a strong proficiency in contracts and purchase orders He has particular knowledge and expertise in institutional and campus facilities, commercial and large scale entertainment projects

José Lopez, Project Manager for Project Control, will work with Gary during all work for Galveston County. José has been with Project Control since 2006 and has worked closely with Gary on every project completed out of the Houston office. He has completed various project across the Houston area, including a major expansion project for the Houston Food Bank.

**Office Location**

Project Control's Houston office is located straight up Highway 45 from Galveston Island. Our team will be available for all meetings and programs, and will be on Galveston Island whenever necessary Gary and José have a strong history of working together with clients across the Houston area to ensure successful and timely completion off all program and construction activities.

We have included resumes for Gary and José Lopez starting on page four of our submittal

## Gary W. Hall

***Senior Vice President***
***President, PC Houston***

Gary Hall joined Project Control in October 1987 as a Project Manager In 1998, he was promoted to Vice President, in 2001 to Senior Vice President and in 2008 to Managing Partner of the Houston office He is charged with overseeing all aspects of the Houston and surrounding areas development He is responsible for coordination of project teams and oversight of the project management structure and implementation, construction management, scheduling, contract development, bidding and coordinating of all projects within this office

Gary has large and complex commercial construction project experience, and contract administration with a strong proficiency in contracts and purchase orders He brings particular knowledge and expertise in institutional and campus facilities, commercial and large scale entertainment projects to the Houston Office Prior to joining Project Control, Gary held various positions as Superintendent, Estimator and Project Manager with HCB Contractors and Thigpen Construction Company

Gary has shared his construction management expertise by serving on the Department of Construction Science Professional Advisory & Development Board at Texas A&M University He is a member of the Rice Design Alliance, Asia Society Texas Center and the Project Management Institute for both Houston and San Antonio Chapters

**Education:**
Bachelor of Science in Construction Management
Texas A&M University, 1984

<u>Relevant Projects</u>

**St. Martin's Episcopal Church**
*Houston, Texas* **Role:** Project Manager

**Rice University - William Rice College Renovation and Maintenance**
*Houston, Texas* **Role:** Project Manager

**Rive University - Tudor Fieldhouse, Youngkin Center**
*Houston, Texas* **Role:** Project Executive

**Rice University - Recreation and Wellness Center**
*Houston, Texas* **Role:** Project Executive

**Asia Society Texas Regional Center**
*Houston, Texas* **Role:** Project Executive

**Hanzen Master House Renovation**
**Rice University**
*Houston, Texas* **Role:** Project Manager

**Village at the Incarnate Word Retirement Community**
*San Antonio, Texas* **Role:** Project Manager

**Other projects include:**

- AT & T Center Arena/San Antonio, Texas
- Sunset Depot Entertainment Complex/San Antonio, Texas
- USAA Home Office Expansion/San Antonio, Texas
- Fiesta Texas Theme Park/San Antonio, Texas
- The University of Texas Institute of Biotechnology/ San Antonio, Texas
- Hays County Courthouse Renovation/San Marcos, Texas
- George Mahon Federal Building Renovation/Lubbock, Texas
- USAA Mountain States Regional Office/ Colorado Springs, Colorado
- Wonderful World of Oz Theme Park/Kansas City, Kansas
- Warner Bros Movie World/Madrid, Spain
- Warm Springs Foundation
  - Gonzales, Texas
  - Corpus Christi, Texas
  - Victoria, Texas
- New Orleans Arena/New Orleans, Louisiana
- Rice University Reckling Park Remodel and Cameron Field Replacement (Baseball Stadium)/Houston, Texas
- Rice University Data Center/Houston, Texas
- Rice University South Utility Plant/Houston, Texas
- Stone Oak Medical Office Building/San Antonio, Texas

## José Lopez
***Project Manager***

José Lopez joined Project Control in 2006 Previously, he was employed with SpawGlass Contractors and Vaughn Construction Company bringing over six years of experience in commercial construction José has experienced managing diverse project types ranging from remodels, fast-track, design-build to government projects.

As a Project Manager, he assists Clients with Architect/Engineer selection, construction bid preparation & evaluation, and general contractor selection José is responsible for coordinating between the Architect/Engineer, General Contractor, and Owner He also monitors the project schedule, potential change orders and quality control activities to ensure that his Owner receives a quality project completed in the scheduled time and within the Owner's budget.

**Education.**
Bachelor of Science in Construction Science, Texas A&M University, 2000
Masters of Art in Theology,
St. Mary's University, 2006
Corp of Engineers Quality Control Training
ICE MC2 Estimating Software Training

Relevant Projects

**St. Martin's Episcopal Church**
*Houston, Texas* **Role** *Project Manager*

**Rice University Recreation and Wellness Center**
*Houston, Texas* **Role:** Project Manager

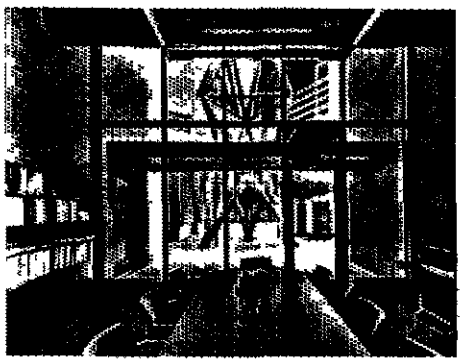
**Rice University - Tudor Fieldhouse**
**Autry Court Renovation**
*Houston, Texas* **Role:** Project Manager

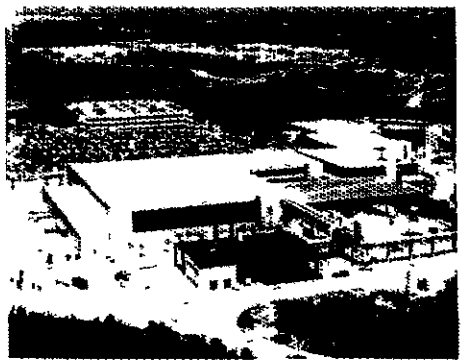
**Asia Society Texas Regional Center**
*Houston, Texas* **Role.** Project Manager

**Houston Food Bank**
***Houston, Texas*** **Role:** Project Manager

Irvington Court - Avenue CDC
***Houston, Texas*** **Role:** Project Manager

**Other projects include:**
- Rice South Plant-Education/Central Plant)/ Houston, Texas
- USAA Bank Services Exterior and Interior Remodel/ San Antonio, Texas
- UTSA West Campus Research Laboratory/ San Antonio, Texas
- Lackland AFB Dormitory Project Design Build/ San Antonio, Texas
- AT&T Center/ San Antonio, Texas
- Foley's Department Store Remodel/ San Antonio, Texas





# Relevant Project Experience

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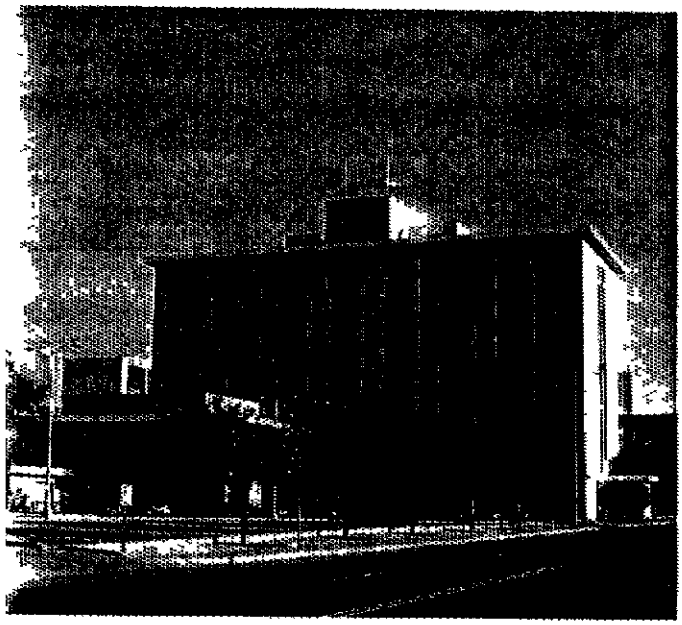
## George Mahon Federal Building

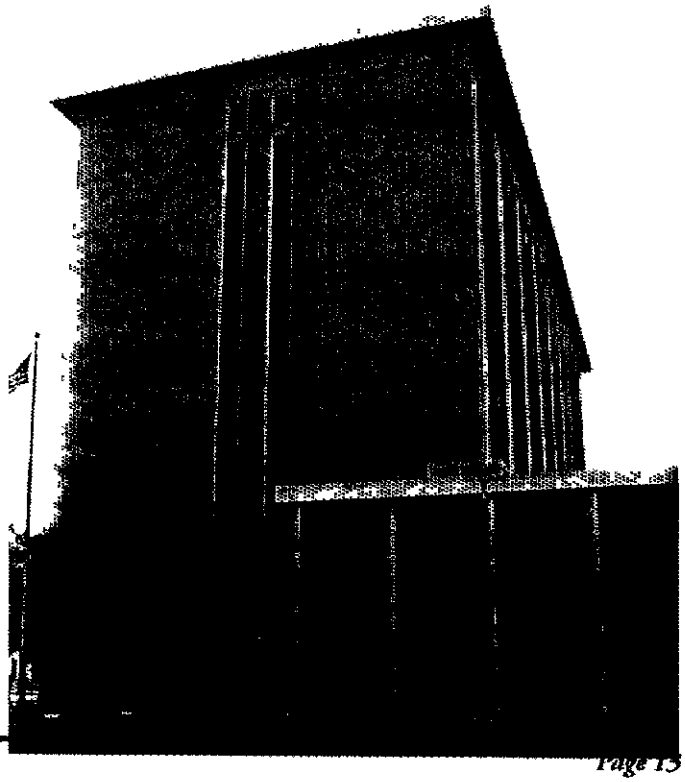
*Lubbock, Texas*

**Owner:**
U S. General Services Administration

**Project:**
Major Renovation of Existing Office Building

**Scope of Work:**
Project Control worked with the GSA on the renovation of the George Mahon Federal Building The scope called for extensive asbestos abatement and remodeling to be completed while the building was occupied The eight story federal office building would stay in operation during the entire project. Work began on the top floors and moved down. Everyone had to move at least twice during the process





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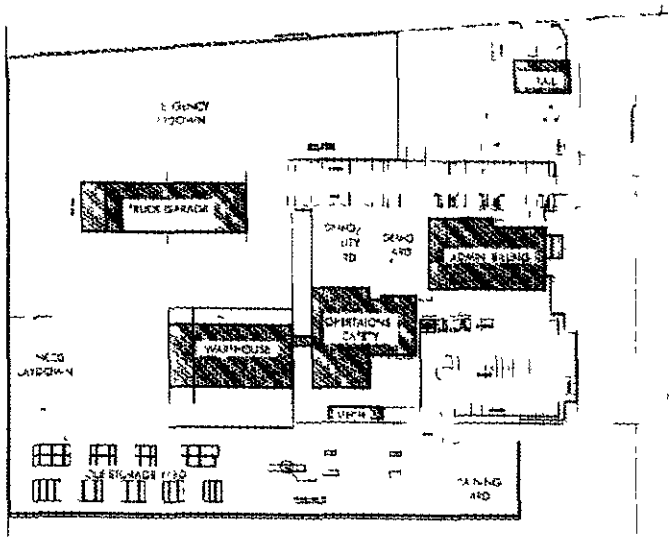
# Nueces Electric Coop. - Feasibility Assessment, Headquarters

***Robstown, Texas***

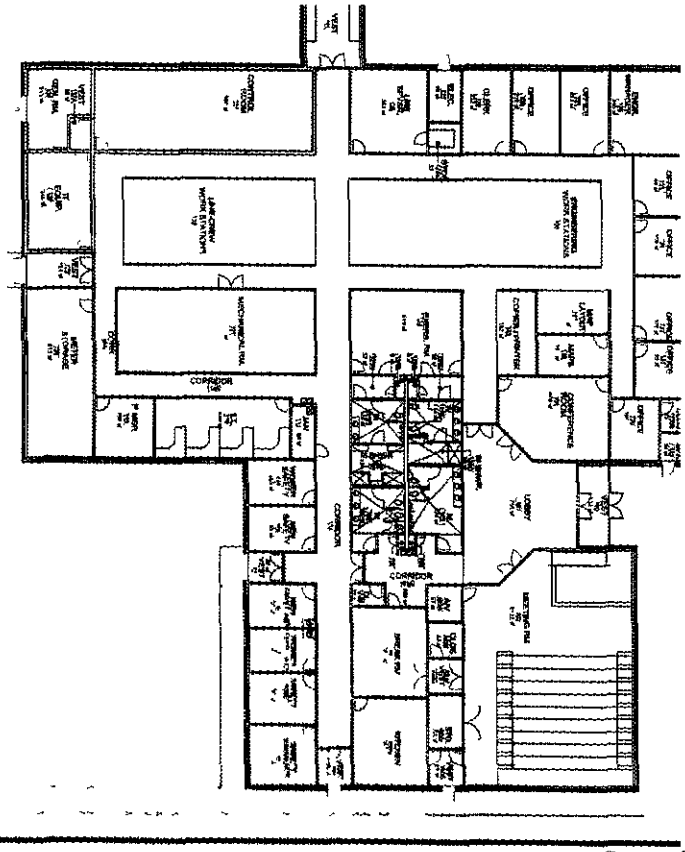
**Owner:**
Nueces Electric Cooperative

**Project Type:**
Feasibility Study
New Construction




**Description**
Nueces Electrical Cooperative worked on a design for a new headquarters campus and service facility for over three years before hiring Project Control to serve as a third party to review the project Project Control was contracted to assess the program in place, the costs and project feasibility The operations of the existing facility were discussed with staff Operational issues identified included

- Lack of adequate loading bays
- Inadequate truck garage space resulting in lost man hours due to vehicle maintenance occurring off site
- Limited warehouse and exterior storage space resulting in less stock than desired
- Lost wait time in the morning loading trucks due to insufficient dock space resulting in one hour of wait time per truck.

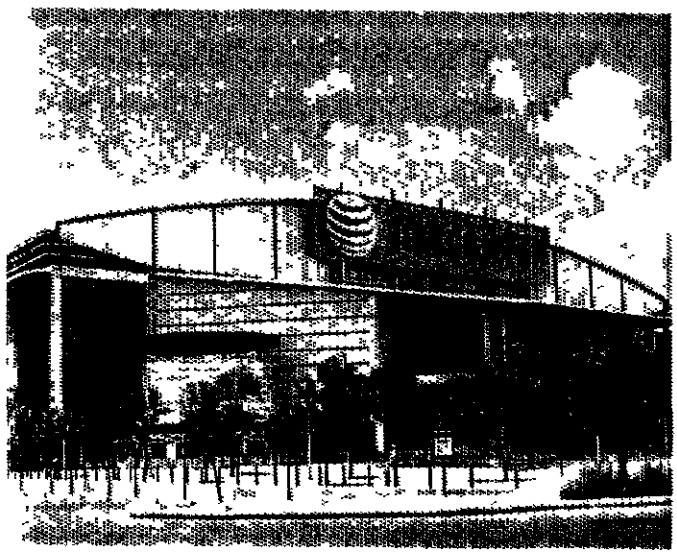


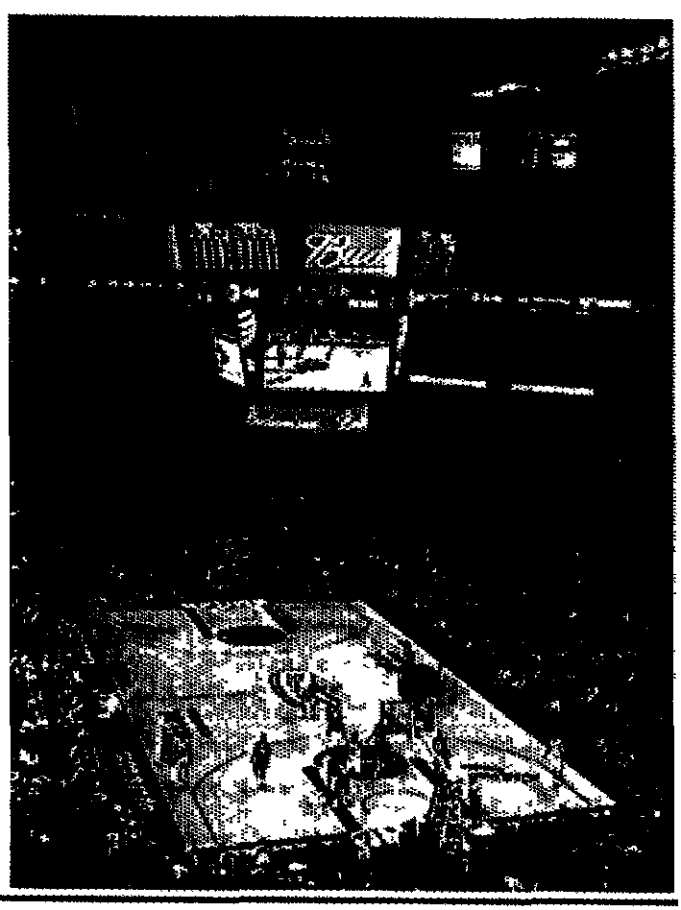
The feasibility assessment was completed in June 2011 and determined that the project initially designed was approx. 30% too large for current and foreseeable future needs Project Control was then hired to manage the project A new program was completed, and an architecture firm and General Contractor have been hired

The new facility will sit on an approximately 12-acre development with 75,000 s f under roof, including an administration and operations building, warehouse and truck garage The site will also include lay down yards and storage for pole transformers.

# AT&T Center

## *San Antonio, Texas*





**Project Type:**
Multi-purpose entertainment facility

**Project Costs:**
$196,000,000

**Scope of Work:**
The SBC Center project, now the AT&T Center, was a public/private partnership between Bexar County, the Coliseum Advisory Board, the San Antonio Livestock Exposition and the San Antonio Spurs, along with SBC Communications, Inc as naming rights sponsor The AT&T Center was designed with the flexibility to be configured for basketball, hockey and rodeo events - the San Antonio Livestock Exposition and Rodeo calls the facility home for a three week run in February of each year. At the AT&T Center, the sightlines for basketball, hockey and rodeo were evaluated and optimized for the seating bowl.

General construction work was completed under a Fixed Guaranteed Maximum Price. The final fixed price was approximately $120M and final cost was $134M This included $12M in owner budget transfers and owner added scope.

**Arena Facts:**
- 700,000 s f on floor level
- Seating capacity
  - 18,500 for NBA basketball
  - 17,000 for rodeo
  - 13,000 for hockey
  - 19,000 for center stage events

## Houston Food Bank

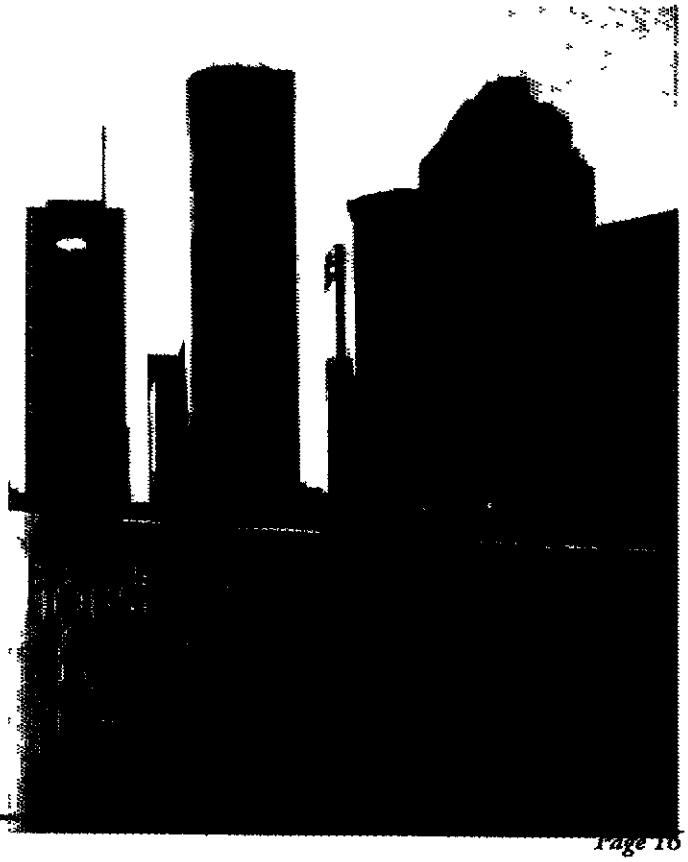
*Houston, Texas*

**Owner:**
Houston Food Bank

**Project:**
Construction of a New Location

**Scope of Work:**
This project calls for the renovation of an existing building to house all Houston Food Bank operations. The building will be expanded over 10,000 s f to encompass 308,000 s f and will house office space for 150 HFB employees, a 232,000 s f warehouse for food storage, freezer/cooler space and an emergency pantry

The new facility will allow the approximately 1,000 volunteers (the previous facility allowed for 300 volunteers) to continue to serve those in need in the Houston area



# Valero Energy - Various Refinery Support Projects

*Nationwide*

**Owner:**
Valero Energy Corporation

**Project Type:**
Refinery Support Buildings

**Scope of Work:** Project Control has a long history with Valero Energy Corporation that began with the company headquarters in 1977, and has managed Valero's new headquarters campus construction, expansions and renovations, as well as several refinery buildings projects. At one point in time, Project Control was managing eleven different building projects at eight different locations across the south central United States.

**Corpus Christi, Texas Refinery:** QV/AC Laboratory, Administration Building, Warehouse and Maintenance Shops

**Houston, Texas Refinery:** Security Building

**Port Arthur, Texas Refinery:** Employee Center Administration Building

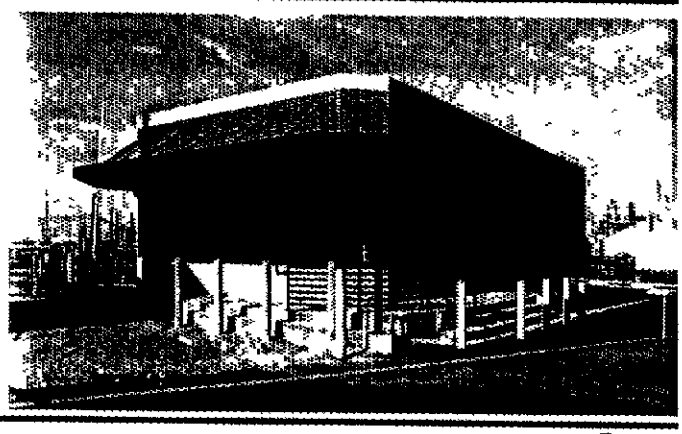
**McKee (Sunray, Texas) Refinery:** Quality Control Laboratory

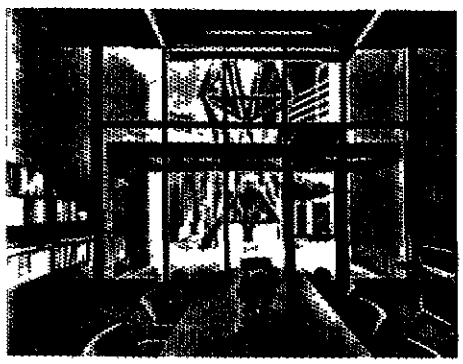
**Texas City, Texas Refinery:** Administration Building

**St. Charles (Norco, LA) Refinery:** Maintenance Shop, East Plant Control Room, West Plant Control Rooms

**Memphis, Tennessee Refinery:** Northside Control Room, Southside Control Room

**Benecia, California Refinery:** "Hardening" project to reinforce the existing structure





# Sample Report Documents

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## Sample Report Documents

**Asia Society Texas Center**
**Sample Budget**

**Asia Society Texas Center**
**Sample Meeting Minutes**

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**ASIA SOCIETY TEXAS CENTER**
**ASTC BUILDING COMMITTEE MEETING NO.69**
**Meeting Minutes**

**DATE:** Wednesday, August 10, 2011

**TIME.** 3 30 p m

**PLACE** Asia Society Texas Center
Office Board Room
1370 Southmore
Houston, Texas

**PRESENT:**

| | |
|---|---|
| Martha Blackwelder | Asia Society Texas Center |
| Deborah Velders | Asia Society Texas Center |
| Nancy Allen | Asia Society Texas Center |
| Eddie Allen | Asia Society Texas Center |
| Teri Lee | Asia Society Texas Center |
| Mickey Rosenau | Asia Society Texas Center |
| Earnest Johnson | Asia Society Texas Center |
| Gary W Hall | Project Control |
| Jo Lynn Winfrey | Project Control |
| Steve Imburgia | W.S. Bellows |
| Hui Min Liaw | Taniguchi & Associates (Phone Conference) |
| Charlton Meyers | Kendall/ Heaton |
| Larry Burns | Kendall/Heaton |
| Geoff Brune | GBA Architecture / Design |

## I. ADMINISTRATION

A Budget Review / Invoices

Gary Hall reports the invoices presented for payment and the budget to date.

No invoices presented for payment

| | |
|---|---|
| Design/Construction/Furniture/ Contingency Total | $ 35,395,866 62 |
| Total Spent to Date | $42,937,354 60 |

Mr Hall informs the Committee the Kendal Heaton Amendment for design of the additional office space is a not to exceed and will be billed hourly

Taniguchi and Associates have requested additional services to the contract in order to complete the punch list He is awaiting their final numbers.

- The Committee approved the KHA additional services

## II SITE

A Parking Gate Update

Mr Hall reported the letter of Intent will be issued this week to TTSI to begin work on the parking lot gate installation. W S Bellows is also moving forward with pricing for the construction of the parking gates.

## III MASTER PLANNING

## IV CIVIL DESIGN

## V. ARCHITECTURAL DESIGN

A Additional ASTC Request for Changes

The team and the Committee will conduct a walkthrough of the building in today's meeting to view and discuss the following.

- Jura stone joints are being filled with a Backer rod
- Recess or elimination of plug molds
- Painting the freight elevator shaft
- Re-Key Door 8
- Change Lock at catering door
- Add speaker and intercom to green room
- Add spread lens to lights in corridor at the basement level
- Adding acoustical insulation to the side walls of stage platform
- Drapery partially blocks the projector screen
- Additional Projection screen / lens at back of stage

## VIII. OWNER DECISIONS

A Phone System, Video Conferencing, Servers, Etc , update – RFP Issued

- Deborah Veldors reports the installation is to begin once contracts have been approved and signed

B James MacDonald contract

- Mr MacDonald comments to the contract have been received The Asia Society attorney has reviewed and approved the requested changes and comments The requested changes will be made and the contract will be forwarded to Mr. MacDonald for signature

C Training Theater Projects

- A proposal has been received for additional future training in the amount of $3,400 00 plus expenses from the Consultants..

## IX. FURNITURE FIXTURES AND EQUIPMENT

A Furniture Package Update –

- Mr Hall reports most of the furniture has been received The task chairs and guest chairs will be delivered in the coming weeks The café furniture and will be delivered once the floors are complete in that area Some furniture is still being staged at Debner's warehouse and will be delivered once the areas are complete Debner is working on a report for the damaged crates that were received in July Once the report is complete the claim will be filed with the manufacturer and the furniture will be replaced

## X. PROJECT SCHEDULE

## XI. GENERAL CONTRACTOR

A Construction Progress Update.

Steve Imburgia informs the Committee the project is on schedule and construction is moving forward

- Remaining doors are being installed
- Punch list items are being confirmed as complete
- Fire Marshall requested more exit signs be installed
- Final building inspection is scheduled
- Substantial Completion Certificate has been received

## XII. ASTC OPERATIONS ISSUES

A O & M Manuals

- Mr Hall has presented the O & M manuals received to Facilities Manager, Earnest Johnson for his review and use

B Gallery Design Update

- The window in the gallery adjacent to the door has a 99% UV rating between the glass panels The team also investigated the doors and the gallery foyer door as well as the gallery door is equipped with 99% UV filter that is located between the laminated glasses.

C Additional Office Spaces

- Kendall Heaton has been approved to review the spaces and to identify the outstanding needs in order to renovate the open spaces into offices The Committee will view the spaces and make the decision on a space by space need

  Mr Hall reports the additional furniture for these spaces such as, desk, chairs etc. is a cost of $1,316 00 This number does not include the cubical pricing

  - The Committee voted to move forward and order the additional cubical

## XIII. NEW BUSINESS

A. Building Security monitoring

- Mr Hall has requested a proposal from Wilson Fire Alarm to monitor the intrusion alarm Wilson is currently monitoring the fire alarm system

B Maintenance agreements

- Mr Hall informs the Committee the transition for day to day maintenance of the building is taking place and he and Earnest Johnson have been discussing the process Some maintenance agreements have been received, but, some are still pending After review of the O & M manuals for information on cleaning supplies and procedures, Request for Proposals will need to be issued for maintenance supplies as well as paper and cleaning products.

No further new business, meeting adjourned

The next Building Committee meeting will be August 31, 2011 at 3 30 p m in the Asia Society Office Board Room

# PROJECT BUDGET REPORT

ASIA SOCIETY
TEXAS CENTER

PCT 10/22/10

| CODE | DESCRIPTION | FGMP BUDGET 7/30/09 | APPROVED BUDGET 1/7/10 | BUDGET PROJECTION 02/01/10 | VARIANCE FROM BUDGET OVER/(UNDER) | INVOICES APPROVED 2/25/10 |
|---|---|---|---|---|---|---|
| | **SUMMARY** | | | | | |
| II | **DESIGN AND CONSTRUCTION** | **$36,350,862** | **$37,894,137** | **$37,894,137** | ($0) | **$9,230,006.89** |
| A | ADMINISTRATION | $526,250 | $592,650 | $592,650 | $0 | $301,685 07 |
| B | DESIGN AND TESTING | $7,122,897 | $7,612,697 | $7,612,697 | ($0) | $5,540,952 24 |
| C | CONSTRUCTION | $28,201,715 | $29,188,790 | $29,188,790 | $0 | $3,387,369 58 |
| D | OWNER CONSTRUCTION CONTINGENCIES | $500,000 | $500,000 | $500,000 | $0 | NA |
| III | **FURNITURE, FIXTURES & EQUIPMENT** | **$1,184,700** | **$1,184,700** | **$1,184,700** | **$0** | **$0.00** |
| IV | **OWNER CONTINGENCY** | **$900,000** | **$770,000** | **$791,576** | **$21,576** | NA |
| | **TOTAL including II, III and IV** | **$38,435,562** | **$39,848,837** | **$39,870,413** | **$21,576** | **$9,230,006.89** |
| | Design Contingency | $300,000 | $249,557 | $214,557 | Included in II B Above | |
| | General Contractor Contingency | $700,000 | $450,000 | $450,000 | Included in II C Above | |
| | Owner Construction Contingencies | $500,000 | $500,000 | $500,000 | II D Above | |
| | Owner Project Contingency | $900,000 | $770,000 | $791,576 | IV Above | |
| | **Total Remaining Contingencies** | **$2,400,000** | **$1,969,557** | **$1,956,133** | **(Included above)** | |
| I | **LAND / TAXES / INSURANCE / FINANCE** | **$4,975,641** | **$5,105,641** | **$5,084,065** | ($21,576) | **$5,047,398.57** |
| | **TOTAL including I, II, III and IV** | **$43,411,203** | **$44,954,478** | **$44,954,478** | ($0) | **$14,277,405.46** |
| V | **TRANSITIONAL BUDGET** | **$2,530,000** | **$3,235,880** | **$3,235,880** * | **$0** | **$1,397,771.00** |
| | **TOTAL including I, II, III, IV and V** | **$45,941,203** | **$48,190,358** | **$48,190,358** | ($0) | **$15,675,176.46** |
| VI | **ENDOWMENT** | **$20,000,000** | **$20,000,000** | **$20,000,000** | **$0** | |
| | **PROJECT TOTAL** | **$65,941,203** | **$68,190,358** | **$68,190,358** | ($0) | **$15,675,176** |

**Pledges against Encore Bank Loan:**

| | | |
|---|---|---|
| Cash Pledge | $10,000 | |
| Verbal Pledges Commitments | $450,000 | * Verbal pledges are been written for execution |
| Written Pledge - Houston Endowment | $1,500,000 | * This pledge will match all new pledges up to $1,500,000 00 |
| | $1,960,000 | |

# PROJECT BUDGET REPORT

ASIA SOCIETY
TEXAS CENTER

PCT 10/22/10

| CODE | DESCRIPTION | FGMP BUDGET 7/30/09 | APPROVED BUDGET 1/7/10 | BUDGET PROJECTION 02/01/10 | VARIANCE FROM BUDGET OVER/(UNDER) | INVOICES APPROVED 2/25/10 |
|---|---|---|---|---|---|---|
| **I. LAND, TAXES, INSURANCE, FINANCE** | | | | | | |
| 1 | Land | $4,975,641 | $4,975,641 | $4,975,641 | $0 | $4,975,641 00 |
| 2 | Taxes | $0 | $0 | $0 | $0 | $0 00 |
| 3 | Legal and Overhead | $0 | $0 | $0 | $0 | $0 00 |
| 4 | Finance Costs - Encore Bank | $0 | $130,000 | $108,424 | [illegible] | $71,757 57 |
| | TOTAL LAND, TAXES, INSURANCE | $4,975,641 | $5,105,641 | $5,084,065 | ($21,576) | $5,047,398 57 |
| **II ADMIN., DESIGN & CONSTRUCTION** | | | | | | |
| **A. ADMINISTRATIVE COSTS** | | | | | | |
| A050 | OWNER ADMINISTRATION | $0 | $0 | $0 | $0 | $0 00 |
| A100 | PROJECT MANAGEMENT CONSULTANT | $411,250 | $592,650 | $592,650 | $0 | $301,685 07 |
| A990 | CONTINGENCY | $115,000 | $0 | $0 | $0 | NA |
| | TOTAL ADMINISTRATIVE COSTS | $526,250 | $592,650 | $592,650 | $0 | $301,685 07 |
| **B. DESIGN AND TESTING COSTS** | | | | | | |
| B150 | ARCHITECT OF RECORD | $2,935,570 | $3,277,335 | $3,312,335 | $35,000 | $2,631,134 63 |
| B200 | DESIGN ARCHITECT | $2,276,480 | $2,414,958 | $2,414,958 | $0 | $1,965,880 00 |
| B210 | DESIGN LIAISON | $250,540 | $250,540 | $250,540 | $0 | $146,617 00 |
| B340 | GEOTECHNICAL CONSULTANT | $60,000 | $60,000 | $60,000 | $0 | $57,658 00 |
| B350 | ENVIRONMENTAL CONSULTANT | $18,200 | $18,200 | $18,200 | $0 | $3,200 00 |
| B360 | MATERIALS TESTING CONSULTANT | $25,000 | $85,000 | $85,000 | $0 | $5,337 75 |
| B430 | GRAPHICS CONSULTANT | $240,000 | $240,000 | $240,000 | $0 | $0 00 |
| B480 | ROOFING CONSULTANT | $15,000 | $15,000 | $15,000 | $0 | $0 00 |
| B940 | MISCELLANEOUS CITY/STATE FEES | $187,011 | $187,011 | $187,011 | $0 | $64,726 25 |
| B980 | A/E & CONSULTANT REIMBURSABLES | $815,096 | $815,096 | $815,096 | $0 | $666,398 61 |
| B990 | DESIGN CONTINGENCY | $300,000 | $249,557 | $214,557 | [illegible] | NA |
| | TOTAL DESIGN AND TESTING COSTS | $7,122,897 | $7,612,697 | $7,612,697 | [illegible] | $5,540,952 24 |
| **C CONSTRUCTION COSTS** | | | | | | |
| C600 | GENERAL CONTRACTOR | $28,132,640 | $29,125,053 | $29,125,053 | $0 | $3,323,632 21 |
| C610 | SITEWORK CONTRACTOR | $0 | $0 | $0 | $0 | $0 00 |
| C620 | OTHER CONTRACTORS/MISC | $69,075 | $63,737 | $63,737 | $0 | $63,737 37 |
| C990 | OWNER CONSTRUCTION CONTINGENCIES | $500,000 | $500,000 | $500,000 | $0 | NA |
| | TOTAL CONSTRUCTION COSTS | $28,701,715 | $29,688,790 | $29,688,790 | $0 | $3,387,369 58 |

# PROJECT BUDGET REPORT

ASIA SOCIETY
TEXAS CENTER

| CODE | DESCRIPTION | FGMP BUDGET 7/30/09 | APPROVED BUDGET 1/7/10 | BUDGET PROJECTION 02/01/10 | VARIANCE FROM BUDGET OVER/(UNDER) | INVOICES APPROVED 2/25/10 |
|---|---|---|---|---|---|---|
| **III. FURNITURE, FIXTURES AND EQUIPMENT** | | | | | | |
| D100 | Theater Seating | $0 | $0 | $0 | $0 | $0 00 |
| D200 | Furniture | $500,000 | $500,000 | $500,000 | $0 | $0 00 |
| D300 | Phone/ IT System & Equipment | $300,000 | $300,000 | $300,000 | $0 | $0 00 |
| D400 | Audio/ Visual | $0 | $0 | $0 | $0 | $0 00 |
| D500 | Performance Lighting | $0 | $0 | $0 | $0 | $0.00 |
| D600 | Signage Allowances | $230,000 | $230,000 | $230,000 | $0 | $0 00 |
| D700 | Window Treatment | $0 | $0 | $0 | $0 | $0 00 |
| D800 | Misc Equipment | $54,700 | $54,700 | $54,700 | $0 | $0.00 |
| D900 | Art/ Accessories | $100,000 | $100,000 | $100,000 | $0 | $0 00 |
| | TOTAL FF&E | $1,184,700 | $1,184,700 | $1,184,700 | $0 | $0 00 |
| **IV. OWNER CONTINGENCY** | | | | | | |
| 1 | Owner Contingency | $900,000 | $900,000 | $900,000 | $0 | NA |
| | Reduction due to Loan Closing costs | $0 | ($130,000) | ($108,424) | $21,576 | NA |
| | TOTAL OWNER CONTINGENCY | $900,000 | $770,000 | $791,576 | $21,576 | $0 00 |
| **V. TRANSITIONAL BUDGET** | | | | | | |
| 1 | Allowance | $0 | $0 | $0 | $0 | $0 00 |
| | FY '08-'09 | $0 | $1,133,692 | $1,133,692 | $0 | $1,133,692 00 |
| | FY '10 | $0 | $539,308 | $539,308 | $0 | $264,079 00 |
| | FY'11 - '12 | $2,530,000 | $1,562,880 | $1,562,880 | $0 | $0 00 |
| | TOTAL FUNDRAISING/ PR | $2,530,000 | $3,235,880 | $3,235,880 | $0 | $1,397,771 00 |
| **VI. ENDOWMENT** | | | | | | |
| 1 | Allowance | $20,000,000 | $20,000,000 | $20,000,000 | $0 | $0 00 |
| | TOTAL ENDOWMENT | $20,000,000 | $20,000,000 | $20,000,000 | $0 | $0 00 |
| | **PROJECT TOTAL** | **$65,941,203** | **$68,190,358** | **$68,190,358** | ($0) | **$9,230,006.89** |

ASIA SOCIETY
TEXAS CENTER

| CODE | DESCRIPTION | FGMP BUDGET 7/30/09 | APPROVED BUDGET 1/7/10 | BUDGET PROJECTION 02/01/10 | NOTES |
|---|---|---|---|---|---|
| **II. ADMINISTRATION, DESIGN & CONSTRUCTION** | | | | | |
| **A** | **ADMINISTRATIVE COSTS** | | | | |
| | **OWNER ADMINISTRATION** | | | | |
| A050 | AMS Planning and Research | $0 | $0 | $0 | See Fundraising |
| A050 | A&E Graphics | $0 | $0 | $0 | See Fundraising |
| A050 | Operations TBD | | | | |
| | SUBTOTAL | $0 | $0 | $0 | |
| | **PROJECT MANAGEMENT CONSULTANT** | | | | |
| A100 | Project Control Fee | $336,250 | $336,250 | $336,250 | 27 5mos Jan'07 to mid Apr'10 |
| A100 | Project Control Fee Extension | $0 | $181,400 | $181,400 | $13,450/mo@13 5mos mid Apr'10 to June'11 |
| A100 | Project Control Reimbursables | $45,000 | $45,000 | $45,000 | |
| A100 | Project Control Reimbursables Extension | $0 | $0 | $0 | |
| A100 | Potential Bonus | $30,000 | $30,000 | $30,000 | (At owner's discretion) |
| | SUBTOTAL | $411,250 | $592,650 | $592,650 | |
| | **CONTINGENCY** | | | | |
| A990 | Administrative Contingency | $115,000 | $0 | $0 | |
| | SUBTOTAL | $115,000 | $0 | $0 | |
| | **TOTAL ADMINISTRATIVE COSTS** | **$526,250** | **$592,650** | **$592,650** | |

ASIA SOCIETY
TEXAS CENTER

| CODE | DESCRIPTION | FGMP BUDGET 7/30/09 | APPROVED BUDGET 1/7/10 | BUDGET PROJECTION 02/01/10 | NOTES |
|---|---|---|---|---|---|
| B | **DESIGN, TESTING AND SUPPORT COSTS** | | | | |
| | **ARCHITECT OF RECORD** | | | | |
| **Basic Services** | | | | | |
| B150 | Kendall Heaton Base Fee | $932,000 | $932,000 | $932,000 | |
| B150 | Design Consultant Base Fees | $988,135 | $988,135 | $988,135 | |
| | SubTotal Basic Services | $1,920,135 | $1,920,135 | $1,920,135 | |
| **Additional Services** | | | | | |
| B150 | Amendment 1 FF&E | $30,000 | $30,000 | $30,000 | |
| B150 | Amendment 2 Tokyo Visit | $7,000 | $7,000 | $7,000 | |
| B150 | Amendment 3 Add Auditorium A/V Consultant | $37,260 | $37,260 | $37,260 | |
| B150 | Amendment 4 Geothermal Consulting Services [Rei | [$19,500] | [$19,500] | [$19,500] | Reimbursable Expense |
| B150 | Amendment 5 Additional Civil Engineering Services | $36,000 | $36,000 | $36,000 | |
| B150 | Amendment 6 Revisions to DD Phase | $26,900 | $26,900 | $26,900 | |
| B150 | Amendment 7 Foundation & Slab Revisions | $20,000 | $20,000 | $20,000 | |
| B150 | Amendment 8 Franchise Vault Rights | $4,000 | $4,000 | $4,000 | |
| B150 | Amendment 9 Concrete Structure/ Schedule Impact | $337,750 | $337,750 | $337,750 | |
| B150 | Amendment 10 WPM Additional Design Services | $5,000 | $5,000 | $5,000 | |
| B150 | Amendment 11 Additional Design Changes | $247,650 | $247,650 | $247,650 | |
| B150 | Amendment 12 Mezzanine Support | $6,000 | $6,000 | $6,000 | |
| B150 | Amendment 13 Curb & Gutter/ Austin Street | $12,500 | $12,500 | $12,500 | |
| B150 | Amendment 14 FMS Lighting Services/ Trip | $5,000 | $5,000 | $5,000 | |
| B150 | Amendment 15 Change to Addenda #1 Drawings | $191,200 | $191,200 | $191,200 | |
| B150 | Amendment 16 Revisions to Stone Gardens | $28,500 | $28,500 | $28,500 | |
| B150 | Amendment 17 New Concrete Scheme Design | $8,075 | $8,075 | $8,075 | |
| B150 | Amendment 18 Japan Work Session | $12,600 | $12,600 | $12,600 | |
| B150 | Amendment 19 Cost Savings Revisions | $0 | $130,000 | $130,000 | |
| B150 | Amendment 20 TA Amendments I & II and Alt | $0 | $168,695 | $168,695 | |
| B150 | Amendment 21 MEP Design Change from CW to Ge | $0 | $12,070 | $12,070 | |
| B150 | Amendment 22 Light Fixture changes by Taniguchi | $0 | $0 | $12,000 | |
| B150 | Amendment 23 Misc Steel Design Changes | $0 | $0 | $25,000 | |
| B150 | Amendment 24 TA Comments to COR #1 IGU | $0 | *$0* | $27,500 | |
| B150 | Amendment 25 TA Changes 6' Glass to Stone | $0 | $0 | $1,500 | |
| B150 | Amendment | $0 | $0 | $0 | |
| | SubTotal Additional Services | $1,015,435 | $1,326,200 | $1,392,200 | |
| **Pending/ Potential Additional Services** | | | | | |
| B150 | Estimated Changes TA COR#1 | $0 | *$31,000* | $0 | |

| CODE | DESCRIPTION | FGMP BUDGET 7/30/09 | APPROVED BUDGET 1/7/10 | BUDGET PROJECTION 02/01/10 | NOTES |
|---|---|---|---|---|---|
| | SubTotal Pending/ Potential | $0 | $31,000 | $0 | |
| | TOTAL ARCHITECT OF RECORD & CONSULTANTS | $2,935,570 | $3,277,335 | $3,312,335 | |

# AGENDA ITEM #30c1

# 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

March 27, 2012

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

Re Bid #B122014, Crushed Limestone Material

Gentlemen,

On March 22, 2012, bids were opened for Bid #B122014, Crushed Limestone Material, at which time two (2) bids were received from the following companies.

- Vulcan Construction Materials, LP Stafford, Texas
- Martin Marietta Materials Southwest Inc Humble, Texas

The Road Administrator and I recommend that you award this bid to the lowest bidder, 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 281/614-5073


Date: March 23, 2012

To: Rufus Crowder
Purchasing Agent

From: Layne Harding
Road Administrator

Re: **Bid# B122014 – Crushed Limestone Material**

In reference to the above bid for Crushed Limestone Material, I recommend awarding this bid to the low bidder, Vulcan Construction Materials LP

Thank you for your assistance in obtaining this bid.

LH/djs

# BID RESPONSE TABULATION
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

**BID #: B122014**
**OPEN: 03/22/2012**
**10:00 AM**

| Item | Product Cod | Description | Quantity | Units | Vendor 400131 VULCAN CONSTRUCTION MAT | | Vendor 710856 MARTIN MARIETTA MATERIAL | | Vendor | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Unit Price | Extended | Unit Price | Extended | Unit Price | Extended |
| 0001 | 75035 | JOB SITE SANTA FE AREA | 1 | TN | 22 77 | 22 77 | 24 50 | 24 50 | 0 00 | 0.00 |
| 0002 | 75035 | STOCKPILE SANTA FE | 1 | TN | 22 77 | 22 77 | 24 50 | 24 50 | 0 00 | 0 00 |
| 0003 | 75035 | JOB SITE DICKINSON | 1 | TN | 21 76 | 21 76 | 23 50 | 23 50 | 0 00 | 0 00 |
| 0004 | 75035 | STOCKPILE DICKINSON | 1 | TN | 21 76 | 21 76 | 23 50 | 23 50 | 0 00 | 0 00 |
| 0005 | 75035 | JOB SITE SAN LEON AREA | 1 | TN | 22 77 | 22 77 | 24 50 | 24 50 | 0 00 | 0 00 |
| 0006 | 75035 | JOB SITE PORT BOLIVAR | 1 | TN | 26 25 | 26 25 | 35 25 | 35 25 | 0 00 | 0 00 |
| 0007 | 75035 | STOCKPILE PORT BOLIVAR | 1 | TN | 26 25 | 26 25 | 35 25 | 35 25 | 0 00 | 0 00 |
| 0008 | 75035 | NA | 1 | TN | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 |
| | | | | **Total of all Items** | | **164.33** | | **191.00** | | **0.00** |

BID #: B122014
OPEN: 03/22/2012
10:00 AM

# BID SHEET

## CRUSHED LIMESTONE MATERIAL

## GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following.

**LINE ITEM TOTAL** $ 164.33

**OPTIONS TO RENEV** No Extensions/Non-Applicable

WITNESS

3-19-12
DATE

Vulcan Construction Materials LP
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Catarino Rios
PRINTED NAME

Sales Representative
TITLE

12603 Southwest Frwy, ste. 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

## CRUSHED LIMESTONE MATERIAL

## GALVESTON COUNTY, TEXAS

BID #: B122014
OPEN: 03/22/2012
10:00 AM

VENDOR ID 400131 VULCAN CONSTRUCTION MATERIALS LP

| Item No | Product Code | Description | Quantity | Units | Catalog # | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|
| 0001 | 75035 | JOB SITE SANTA FE AREA | 1 | TN | 499 | $ 22.77 | $ 22.77 |
| 0002 | 75035 | STOCKPILE SANTA FE | 1 | TN | 499 | $ 22.77 | $ 22.77 |
| 0003 | 75035 | JOB SITE DICKINSON | 1 | TN | 499 | $ 21.76 | $ 21.76 |
| 0004 | 75035 | STOCKPILE DICKINSON | 1 | TN | 499 | $ 21.76 | $ 21.76 |
| 0005 | 75035 | JOB SITE SAN LEON AREA | 1 | TN | 499 | $ 22.77 | $ 22.77 |
| 0006 | 75035 | JOB SITE PORT BOLIVAR | 1 | TN | 499 | $ 26.25 | $ 26.25 |
| 0007 | 75035 | STOCKPILE PORT BOLIVAR | 1 | TN | 499 | $ 26.25 | $ 26.25 |
| 0008 | 75035 | NA | 1 | TN | | $ | $ |

Extended Price Total of all Item $ 164.33

Quote is based on trailer delivery

BID #: B122014
OPEN: 03/22/2012
10:00 AM

# BID SHEET

## CRUSHED LIMESTONE MATERIAL

## GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following·

**LINE ITEM TOTAL $**_____

**OPTIONS TO RENEV** No Extensions/Non-Applicable

WITNESS

March 20, 2012
DATE

Martin Marietta Materials Southwest Inc
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Andy Batsell
PRINTED NAME

District Sales Manager
TITLE

P. O. Box 3129
CORRESPONDENCE ADDRESS

Humble Texas 77347
CITY, STATE ZIP CODE

65-1310123
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P. O. Box 848241
REMIT ADDRESS

Dallas Texas 75284-8241
CITY, STATE ZIP CODE

281.441.6807
TELEPHONE NUMBER

281.441.6844
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

# LINE ITEM DETAIL

## CRUSHED LIMESTONE MATERIAL

## GALVESTON COUNTY, TEXAS

BID #: B122014
OPEN: 03/22/2012
10:00 AM

VENDOR ID

| Item No | Product Code | Description | Quantity | Units | Catalog # | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|
| 0001 | 75035 | 3954 Type A Grade 1 Flexible Base<br>JOB SITE SANTA FE AREA | 1 | TN | 3954 | $ 24.50 | $ |
| 0002 | 75035 | 3954 Type A Grade 1 Flexible Base<br>STOCKPILE SANTA FE | 1 | TN | 3954 | $ 24.50 | $ |
| 0003 | 75035 | 3954 Type A Grade 1 Flexible Base<br>JOB SITE DICKINSON | 1 | TN | 3954 | $ 23.50 | $ |
| 0004 | 75035 | 3954 Type A Grade 1 Flexible Base<br>STOCKPILE DICKINSON | 1 | TN | 3954 | $ 23.50 | $ |
| 0005 | 75035 | 3954 Type A Grade 1 Flexible Base<br>JOB SITE SAN LEON AREA | 1 | TN | 3954 | $ 24.50 | $ |
| 0006 | 75035 | 3954 Type A Grade 1 Flexible Base<br>JOB SITE PORT BOLIVAR | 1 | TN | 3954 | $ 35.25 | $ |
| 0007 | 75035 | 3954 Type A Grade 1 Flexible Base<br>STOCKPILE PORT BOLIVAR | 1 | TN | 3954 | $ 35.25 | $ |
| 0008 | 75035 | NA | 1 | TN | | $ | $ |

NOTE: DELIVERY BASED ON END DUMP TRAILERS (25 TON LOADS)

Extended Price Total of all Item $

# LINE ITEM DETAIL

## CRUSHED LIMESTONE MATERIAL

## GALVESTON COUNTY, TEXAS

BID #: B122014
OPEN: 03/22/2012
10:00 AM

VENDOR IT

| Item No | Product Code | Description | Quantity | Units | Catalog # | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|
| 0001 | 75035 | 3954 Type A Grade 1 Commercial Base<br>JOB SITE SANTA FE AREA | 1 | TN | 3954 | $ 24.50 | $ |
| 0002 | 75035 | 3954 Type A Grade 1 Commercial Base<br>STOCKPILE SANTA FE | 1 | TN | 3954 | $ 24.50 | $ |
| 0003 | 75035 | 3954 Type A Grade 1 Commercial Base<br>JOB SITE DICKINSON | 1 | TN | 3954 | $ 23.50 | $ |
| 0004 | 75035 | 3954 Type A Grade 1 Commercial Base<br>STOCKPILE DICKINSON | 1 | TN | 3954 | $ 23.50 | $ |
| 0005 | 75035 | 3954 Type A Grade 1 Commercial Base<br>JOB SITE SAN LEON AREA | 1 | TN | 3954 | $ 24.50 | $ |
| 0006 | 75035 | 3954 Type A Grade 1 Commercial Base<br>JOB SITE PORT BOLIVAR | 1 | TN | 3954 | $ 35.25 | $ |
| 0007 | 75035 | 3954 Type A Grade 1 Commercial Base<br>STOCKPILE PORT BOLIVAR | 1 | TN | 3954 | $ 35.25 | $ |
| 0008 | 75035 | NA | 1 | TN | | $ | $ |

NOTE: DELIVERY BASED ON END DUMP TRAILERS (25 TON LOADS)

Extended Price Total of all Item $

**BID #: B122014**
**OPEN. 03/22/2012**
**TIME: 10:00 AM**

# INVITATION TO BID
# CRUSHED LIMESTONE MATERIAL
# 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 **03/22/12** 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 #: B122014**
**CRUSHED LIMESTONE MATERIAL**

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
# CRUSHED LIMESTONE MATERIAL
# 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. **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

3. **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

4. **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

5. **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.

6. **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.

7. **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

# GENERAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

**8. 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

**9 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

**10. 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 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/

**11. 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

# GENERAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

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

**12. 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

**13. AWARD OF BIDS**

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

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

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

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

# GENERAL PROVISIONS
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# GALVESTON COUNTY, TEXAS

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

**14. 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

**15. 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

**16. TERMINATION FOR DEFAULT**

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

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

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

# GENERAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

**17. 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

**18. 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

**19. 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

**20. 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.

**21. 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

**22. 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

**23. 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

# GENERAL PROVISIONS
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**24. 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

**25. 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

**26. 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

**27. 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

**28. 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**

# GENERAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

**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.**

**29. 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.**

**30 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)

# GENERAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

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

**31. ENTIRETY OF AGREEMENT AND MODIFICATION**

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

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

**32. 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

**33. 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

# GENERAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

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.

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

# GENERAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

**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.**

**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#: B122014**
**OPEN: 03/22/2012**
**TIME: 10:00 AM**

# SPECIAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply Crushed Limestone Material to various locations within Galveston County

Awards will be based on the total sum price In the case of errors in extensions, the unit price will prevail

No taxes are to be added as Galveston County is exempt by Statue

If bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at same location as stated for bidding

If during the life of the contract, the successful bidder's net prices to other customers for the supplies and materials awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substantiated in writing (i e Manufacturer's direct cost, postage rates, Railroad commission Rates, Etc ) The bidders' past experience of honoring contracts and the bid price will be an important consideration in the evaluation of the lowest and best bid Galveston County reserves the right to accept or reject any and all of the price re-determinations, as it deems to be in the best interest of the County

**DELIVERY:**
All delivery and freight charges (FOB Galveston County designated location) are to be included in the bid price

**CRUSHED LIMESTONE**
The material shall conform to Texas Highway department Item #247, Type A, Grade 1, and when properly slaked and tested by standard T H D laboratory methods, the flexible base material shall meet the following requirements

| | |
|---|---|
| Retained on 1 3/4" Sieve | 0% |
| Retained on 7/8" Sieve | 10 to 35% |
| Retained on 3/8" Sieve | 30 to 50% |
| Retained on No 4 Sieve | 45 to 65% |
| Retained on No 40 Sieve | 70 to 85% |

Material passing the No 40 sieve shall be known as "Soil Binder" and shall meet the following requirements when prepared in accordance with Texas Method Tex-101-E procedures

The liquid limit shall not exceed 35

The plasticity index shall not exceed 10

**PATTERNING TECHNIQUE: TECHNOWEAVE II:**
The material should have a Wet Ball Mill Value not exceeding 40 when tested in accordance with T H D standard laboratory test Tex-116-E Unless otherwise shown the increase in soil binder resulting from this test shall not exceed 20

# SPECIAL PROVISIONS
# CRUSHED LIMESTONE MATERIAL
# GALVESTON COUNTY, TEXAS

PATTERN REPEAT 7/16"W x 7/16"L approximate

Any questions regarding the specifications should be directed to Layne Harding, County Road Administrator at (281) 534-4152 Questions regarding bidding procedures should be directed to Rufus Crowder, Purchasing Agent at (409) 770-5372

Payment will be made on this basis per ton delivered to the job site or to a designated County stockpile

**APPROXIMATE QUANTITY:**
This bid will be for Galveston County's requirements for a twelve month period with an anticipated minimum of 20,000 tons of material The county reserves the right to add to this quantity up to 25% for total delivery There is no minimum or maximum purchase guarantee

**TERM**
The contract awarded under these specifications will be for a one (1) year period with a renewal for two (2) years in one (1) year increments, exercisable at the sole discretion of the county Galveston County shall provide written notice of its intent to exercise its renewal option at least 30 days prior to the anniversary date of the contract

**REJECTION AND ACCEPTANCE OF BIDS:**
The Galveston County Commissioners' Court reserves the right to reject any and all bids, and/or to accept the bid which is most advantageous to the County, in their opinion

**STATE TAX ON LIMESTONE:**
Bidders must state n their bid that the bid per ton includes the State Tax on limestone or any other tax, if any The contractor must return claim for the refund of State Tax on Limestone property executed, within three (3) days after receipt of same from the County Auditor

**POINTS OF DELIVERY:**
The limestone is to be furnished and delivered to specific job sites as designated by the County Delivery shall be made at the time the material is needed for road construction When specified by the County, delivery shall be made at certain designated County stockpiles as indicated below

A County Lot-11730 Hwy 6 Santa Fe, Texas 77510

B County Lot-3111 Nichols, Dickinson, Texas 77539

C County Lot-7th and Broadway, Port Bolivar, Texas 77650

**ORDERING AND PURCHASING:**
The County is expected to order no less than 100 tons of limestone at any time for delivery at a specific location This material shall be delivered to designated County site from the suppliers' stockpile, whereby certified truck scales will prevail for payment

**COST:**
The unit price per ton submitted by the bidder shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any cost The only additional costs to Galveston County that will be considered are increases in freight rates that are uncontrollable by the supplier during the period of the time of the fulfillment of the contract If satisfactory evidence is given to the County Purchasing Agent from the freight company that freight rates did increase, the county will pay such increase Likewise, should such freight rates decrease, credit shall be given to the County

**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: CM12088**

**Invitation to Bid Number: B122014/Crushed Limestone Material**

**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 **May 9, 2013 .**

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within ____ 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 Frwy, ste. 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 effective 10th day of May, 2012.

**Contractor:**

Vulcan Construction Materials LP

**By:**

**Date:** March 19, 2012

**Galveston County**

**By:**

**Date:** 4/3/12

**Mark A. Henry, County Judge**

**Attest:**

**Dwight Sullivan, County Clerk**

# AGENDA ITEM #30d1

# 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

March 27, 2012

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

**Re: Bid #B112009, Road Signs and Materials**

Gentlemen,

The contract associated with Bid #B112009, Road Signs and Materials is scheduled for its first extension on May 10, 2012 The contracted vendor for this service is Vulcan Incorporated, dba Vulcan Signs. At this time Vulcan Incorporated is requesting a 2.9% increase This increase has been approved through the Finance Department

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, TEXAS
# COMMISSIONERS COURT
## Contract Approval Request

| | | | | | |
|---|---|---|---|---|---|
| Date of Request | 3/23/12 | Department | Purchasing | | |
| Renewal Contract | Yes | Orgkey: | | Object Code: | |
| Contract Start Date | 5/10/12 | Vendor: | Vulcan Incorporated | | |
| Contract End Date | 5/9/13 | Vendor No | 700362 | Contract No | CM11089 |
| Description | Road Signs and Materials - Bid #B12009 | | | | |
| Contract # Issued By Purchasing | | | Requested Legal Review | Yes ____ No XX Bid Already in Place | |

| Fund Name | Fund # | FY12 $ Budget | FY12 $ Request | FY13 $ Request | FY14 $ Request | FY15 $ Request | FY16 $ Request |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Totals | | - | - | - | - | - | - |
| Total Cost | | | | | | | |

| Approved By | Date | Signature |
|---|---|---|
| Department Head | N/A | |
| Purchasing Agent | 3-26-2012 | |
| County Legal | N/A | |

Contract listed in Budget Documentation (Yes/No) N/A

County Budget Office

Form Number

# The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073


Date January 30, 2012

To Rufus Crowder, Purchasing Agent

From. Layne Harding, Road Administrator LH

Re **Bid# B112009 – Road Signs and Material**

I recommend a one year extension of the above bid with Vulcan, Inc.

LH/djs

# Vulcan Signs

A PART OF Vulcan, Inc.

P O Box 1850 • 408 East Berry Avenue • Foley, Alabama 36536-1850
251 943 1541 • FAX 251 943 1544 • E-mail vulcan3@vulcaninc.com • Web Site www vulcaninc com

March 15, 2012

Galveston County Purchasing
Rufus Crowder
722 Moody (5th Floor)
Galveston, TX 7750

RE: Bid #B112009, Price Increase Request

Mr Crowder,

Pursuant to my conversations with Darla McCullough, I am submitting Vulcan Signs price increase request in writing. The requested increase is based on the current Consumer Price Index (CPI)

The increase required to extend the aforementioned contract is 2.9%, which is based on the January 2012 CPI I have attached a of the CPI report

Our relationship with the County has been a good one that Vulcan would like to continue If you have any questions concerning this letter, please do not hesitate to contact me at 1-800-633-6845 Thank you in advance for your assistance with this matter

Sincerely,
Vulcan Signs

David B Beviacqua
Sales Manager

Attachments

BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

# NEWS RELEASE

**Transmission of material in this release is embargoed until 8:30 a.m. (EST) Friday, February 17, 2012**

USDL-12-0267

Technical information (202) 691-7000 • Reed.Steve@bls gov • www.bls.gov/cpi
Media Contact (202) 691-5902 • PressOffice@bls gov

(NOTE This release was reissued on Wednesday March 7, 2012, to correct the relative importance data Corrections have been made to Table 1 and Table 4. There were no changes made to the text of the release )

## CONSUMER PRICE INDEX – JANUARY 2012

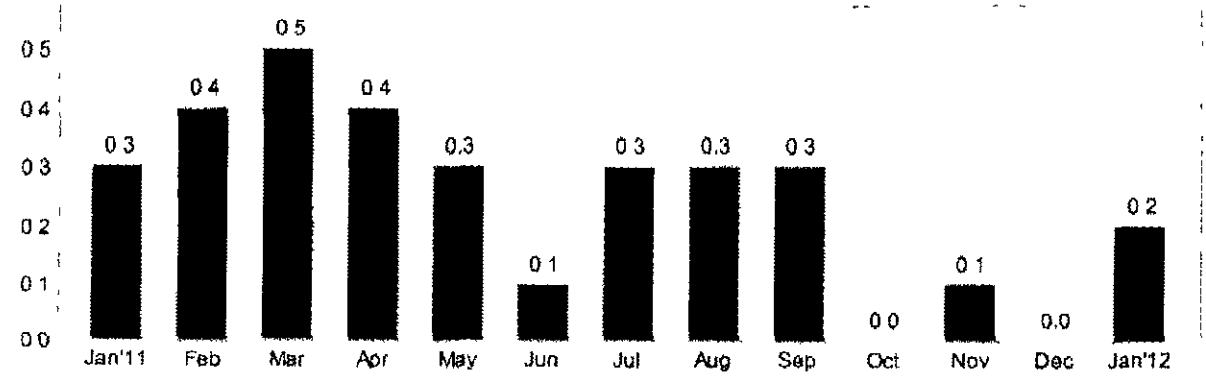
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.2 percent in January on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today Over the last 12 months, the all items index increased 2.9 percent before seasonal adjustment

The indexes for food, energy, and all items less food and energy all rose in January, each increasing 0 2 percent Within the food group, the index for food away from home increased while the index for food at home was unchanged; within the energy group the gasoline index increased while the index for household energy declined

Within all items less food and energy, the apparel index rose sharply, and the indexes for shelter, recreation, medical care, and tobacco increased as well The indexes for used cars and trucks and for airline fares both declined, while the new vehicles index was unchanged.

The all items index has risen 2.9 percent over the last 12 months, a slight decrease from last month's 3.0 percent figure The index for energy has risen 6 1 percent over the last year and the food index 4.4 percent; both figures are slight declines from last month. The index for all items less food and energy has risen 2 3 percent, its largest 12-month increase since September 2008

**Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Jan 2011 - Jan. 2012**
Percent change



# AGENDA ITEM #30d2

# 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

March 27, 2012

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

**Re: Bid #B112015, Weed and Brush Control Chemicals**

Gentlemen,

The contract associated with Bid #B112015, Weed and Brush Control Chemicals is scheduled for its first extension on May 28, 2012. The contracted vendor for this service is Alligare, LLC

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

# GALVESTON COUNTY, TEXAS
# COMMISSIONERS COURT
## Contract Approval Request

| | | | | | |
|---|---|---|---|---|---|
| Date of Request | 3/26/12 | Department. | Purchasing | | |
| Renewal Contract | Yes | Orgkey. | | Object Code. | |
| Contract Start Date | 5/28/12 | Vendor | Alligare, LLC | | |
| Contract End Date | 5/27/13 | Vendor No. | 710243 | Contract No | CM1102 |
| Description. | Bid # B12015 Weed and Brush Control Chemicals | | | | |
| Contract # Issued By Purchasing | | Yes | Requested Legal Review | Yes ____ No ✓ | |

| Fund Name | Fund # | FY12 $ Budget | FY12 $ Request | FY13 $ Request | FY14 $ Request | FY15 $ Request | FY16 $ Request |
|---|---|---|---|---|---|---|---|
| No Changes to Contract | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Totals: | | - | - | - | - | - | - |
| Total Cost | | | | | | | |

| Approved By | Date | Signature |
|---|---|---|
| Department Head. | | |
| Purchasing Agent | 3 26 2012 | |
| County Legal | | |

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

# The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073


Date: January 30, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B112015 – Weed and brush Control Chemicals**

I recommend a one year extension of the above bid with Alligare, LLC

LH/djs

ALLIGARE

AMERICA S VM SPECIALISTS

March 20, 2012

Galveston County Purchasing
Galveston County Courthouse
722 Moody Ave
Galveston, TX 77550

Re Contract #CM11102, Weed & Brush Chemicals

Dear Darla,

We will extend the above mentioned contract for another year at the same price for the following products.

| | | | |
|---|---|---|---|
| • Alligare 90 (2 x 2 5 gal) | CASE | GAL | $6 95 |
| • Alligare Anti-Foamer (12x1 qt) | CASE | QT | $4 50 |
| • Alligare Drift/Deposition Aid (12x1 qt) | CASE | QT | $7.95 |
| • Glyphosate 4 PLUS (2x2.5 gal) ALG | CASE | GAL | $10.10 |
| • Glyphosate 4 PLUS (30 gal) ALG | DRUM | GAL | $9 85 |
| • Glyphosate 5 4 (2xs2 5) | CASE | GAL | $11.98 |
| • Panoramic (15 Gal) | DRUM | GAL | $128 75 |
| • SFM 75 (8 x 3 lb) | CASE | LB | $29 95 |
| • Triclopyr 3 SL (2 x 2 5 Gal) | CASE | GAL | $37 75 |
| • Triclopyr 3 SL (30 Gal) | DRUM | GAL | $37 75 |
| • Triclopyr 4 EC (2 x 2.5 Gal) | CASE | GAL | $43 85 |

We will not be able to extend our 2,4-D Amine as we are out of stock

Please let us know if there are any questions

Sincerely,

Elaine Azzarano

Elaine Azzarano
Bid Specialist

13 N. 8th Street • Opelika, AL 36801 • t: 334.741.9393 • f: 334.741.9395 • 888.ALLIGARE (255.4423) • www.alligareinc.com

# AGENDA ITEM #30e1

# 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

March 27, 2012

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston Texas

**Re: Bid #B112017, Paraffinic Mineral Oil**

Gentlemen,

The contract associated with Bid #B112017, Paraffinic Mineral Oil is scheduled for its first extension on June 14, 2012

It is recommended that this contract be cancelled, and authorization be granted to re-bid this item at a later date

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

**GALVESTON COUNTY MOSQUITO CONTROL DISTRICT**
5115 HWY 3
DICKINSON TEXAS 77539

**JOHN G MARSHALL, JR**
**DIRECTOR**
**281-337-4289**

**ADVISORY BOARD**
Jerry Valentine Chairman
James Frederickson Vice Chairman
Barbara Hutchinson Secretary
Leo Bookman
Keith A Dill

March 15, 2012

Rufus Crowder, CPPO, CPPB
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re Bids Extension on 06/13 2012

Dear Rufus

The following listed bids for Mosquito Control insecticides, are scheduled for their first extension on June 13 2012 It is my request that we grant the one year extension to the following vendor

Bid# B112016 Chlorpyrifos 1 5 Lb Gal Insecticide Univar USA

It is my request that we do not extend the following bid, I would like to re-bid this item

Bid # B112017 Paraffinic Mineral Oil Univar USA

Should you have any questions or concerns, please do not hesitate to contact me at my office

Thank you for your assistance in this matter

Respectfully,

John G Marshall, Director
Galveston County Mosquito Control District

# AGENDA ITEM #31a

**FISCAL YEAR 2011-2012 BROKER/DEALER LIST**

*Deutsche Bank Alex Brown

Larry Burns

700 Louisiana, Suite 1500

Houston, TX 77002

1-800-811-1226

larry burns@db.com

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*Coastal Securities

Jeannie Hughes

5555 San Felipe, Suite 2200

Houston, TX 77056

1-800-489-1882

Jeannie Hughes@coastalsecurities.com

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*Fist Public

Daniel Callahan

12007 Research Blvd

Austin, TX 78759

1-800-558-8875

dan.callahan@firstpublic com

---

*LF Financial LLC

Robert Hirsch

22314 Fairbay Drive

Katy, TX 77450

1-888-890-6626

bhirsch4@bloomberg.net

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*FTN Financial

Kevin Padawer

5949 Sherry Lane, Suite 200

Dallas, TX 77225

1-800-456-5460

kevin.padawer@ftnfinancial.com

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*Vining Sparks

Andrew H. Lamanna

775 Ridge Lake Blvd, Suite 200

Memphis, TN 38120

901-766-3000

alamanna@viningsparks.com

---

*BOSC, Inc

Nicole Gilbert

6105 W Park Blvd

Plano, TX 75093

1-866-898-2671

---

Great Pacific Securities

Wes Hall/Leah Belfiore

151 Kalmus Drive Suite H-8

Costa Mesa, CA 92626

1-800-284-4804

714-619-3019(f)

whall@greatpac.com

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lbelfiore@greatpac.com

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Multi-Bank Securities, Inc.

Dave Jaumotte

1000 Town Center, Suite 2300
Southfield, MI 48075
Phone/Fax: (888) 857-3950
http://www mbssecurities.com

djaumotte@mbssecurities com

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Dwight Asset Management Company LLC

Kevin Zimmerman

630-469-4817

802-383-4375(f)

kzimmernam@dwight.com

# AGENDA ITEM #31b

# County Treasurers' Association of Texas
# 2011 Certificate of Compliance
# Public Funds Investment Act

## This Certifies That
## *The Honorable Kevin C. Walsh*
## *Galveston County Treasurer*

Successfully completed 33 hours of investment training approved by the County Treasurers' Association of Texas from 2010 through 2011 fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256 008. Investment Training, Local Governments

Norma G Garcia, President
County Treasurers' Association of Texas

Sharon L Reynolds, Chair
Certification and Validation Committee

# County Treasurers' Association of Texas

## 2011 Certificate of Compliance
## Continuing Education

## This Certifies That

***The Honorable Kevin C. Walsh***
***Certified County Treasurer***
***Galveston County***

Successfully completed 20 hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education

Norma G Garcia

Norma G Garcia, President
County Treasurers' Association of Texas

Sharon L Reynolds

Sharon L Reynolds, Chair
Certification and Validation Committee

# AGENDA ITEM #32

# Galveston County, Texas
## Consideration of Budget Amendments for
## Tuesday, April 3, 2012
### As Submitted by the Budget Officer

| Fiscal Year | Amendment # | Description |
|---|---|---|
| 2012 | 12-037-0403-A | **Limited Tax County Building Bonds, Series 2009B** - Request to transfer budget from Owner Contingency to Construction Building Capital Outlay to cover change orders with various contractors. |
| 2012 | 12-038-0403-B | **Flood Control / Engineering** – Request to transfer from Budgeted Reserve to Dickinson Bayou Committee Capital Outlay to cover expenditures approved by the Dickinson Bayou Steering Committee. |
| 2012 | 12-039-0403-C | **General Government** – Request to transfer from Budgeted Reserve to Advertising / Sheriff Sale to cover expenditures through the end of the fiscal year 2012. |

Approved by: Mel Trammell
Mel Trammell, Director of
Finance and Administration

Date: 3/27/2012

# AGENDA ITEM #32aA

## COUNTY OF GALVESTON

### REQUEST FOR BUDGET AMENDMENT/TRANSFER

| | | |
|---|---|---|
| Department | Limited Tax County Building Bonds Series 2009B | Amendment No 12-037-0403-A |
| Date Submitted | March 20, 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·**

Budget request to transfer budget from Owner Contingency to Construction Building Capital Outlay for the Mid-County Annex

**This budget amendment does not increase the budget for FY 2012**

| Transfer FROM | Account Description | Amount Annualized | *Auditor Use Only* Acct Balance Sufficient? (Y/N) |
|---|---|---|---|
| Acct No. Limited Tax County Building Bonds, Series 2009B 3120-179135-5722903 | Line Item<br>Owner Contingency | 500,000 | ____ |
| TOTAL - Transfer Amount | | $ 500,000 | |

| Transfer TO | Account Description | Amount Annualized | *Auditor Use Only* Acct Balance Sufficient? (Y/N) |
|---|---|---|---|
| Acct No Limited Tax County Building Bonds, Series 2009B 3120-179135-5722000 | Line Item<br>Construction Building Capital Outlay | 500,000 | ____ |
| TOTAL - Transfer Amount | | $ 500,000 | |

**ADDITIONAL COMMENTS**
This budget request is to transfer budget from Owner Contingency to Construction Building Capital Outlay to cover change orders with various contractors which include R W Lucas, Urban Concrete, Milam Painting, and Southeast Fire Protection
These change orders were approved on March 6, 2012

| | Owner Contingency | Construction Building Capital Outlay |
|---|---|---|
| Beginning Budget as of 10/01/2011 | $1,071,584 | $6,423,422 |
| Amendment BA 12-037-0403-A | -500,000 | 500,000 |
| Expenditures and encumbrances to date | 41,004 | 6,416,846 |
| Remaining Budget upon approval | $530,580 | $506,576 |

Departmental Authorization 3/27/2012 Date

N/A Date
Human Resources Department

Budget Office Authorization 3/27/2012 Date

**AUDITOR'S REVIEW**

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

Reviewed by _____ Date _____

Auditor's Remarks

**COMMISSIONERS COURT APPROVAL**

Date Submitted _____ Date Approved 4/3/12

# AGENDA ITEM #32aB

## COUNTY OF GALVESTON

### REQUEST FOR BUDGET AMENDMENT/TRANSFER

| | | |
|---|---|---|
| Department | Flood Control/Engineering | Amendment No 12-038-0403-B |
| Date Submitted | March 22, 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**
Budget request to transfer budget from Budget Reserve to Dickinson Bayou Committee Capital Outlay for engineering services which include the 100 year flood plain impact study

**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. Flood Control 2370-920180-5930000 | Line Item Budgeted Reserve | 27,900 | ___ |
| TOTAL - Transfer Amount | | $ 27,900 | |

| Transfer TO | Account Description | Amount Annualized | *Auditor Use Only* Acct Balance Sufficient? (Y/N) |
|---|---|---|---|
| Acct No· Flood Control 2370-190100-5734255 | Line Item Dickinson Bayou Committee Capital Outlay | 27,900 | ___ |
| TOTAL - Transfer Amount | | $ 27,900 | |

**ADDITIONAL COMMENTS·**
**This budget request is to transfer budget from Budgeted Reserve to Dickinson Bayou Committee Capital Outlay to cover engineering expenditures which include engineering expenditures for the 100 year flood plan impact study In FY2010, Galveston County received $28,500 from various entities for operating and engineering expenditures of Dickinson Bayou Steering Committee. In FY2011, Dickinson Bayou Steering Committee spent $600 in expenditures for various expenditures. In the fiscal year 2012, $27,900 of budgeted reserve needs to be budgeted to cover engineering and other expenditures for FY2012**

| | Budgeted Reserve | Dickinson Bayou Committee Capital Outlay |
|---|---|---|
| Beginning Budget as of 10/01/2011 | $1,000,000 | $0 |
| Amendment BA12-038-0403-B | -27,900 | 27,900 |
| Remaining Budget upon approval | $972,100 | $27,900 |

G. M. Fitzgerald 3-27-12
Departmental Authorization Date

N/A Date
Human Resources Department

3/27/2012
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 4/3/12

# AGENDA ITEM #32aC

## COUNTY OF GALVESTON

### REQUEST FOR BUDGET AMENDMENT/TRANSFER

| | | |
|---|---|---|
| Department | General Government | Amendment No 12-039-0403-C |
| Date Submitted | March 22, 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**

Budget request to transfer budget from Budget Reserve to Advertising Sheriff's Sale to cover expenditures through the end of FY2012

**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 General Fund 1101-920180-5930000 | Line Item Budgeted Reserve | 70,000 | ____ |
| TOTAL - Transfer Amount | | $ 70,000 | |

| Transfer TO | Account Description | Amount Annualized | Auditor Use Only Acct Balance Sufficient? (Y/N) |
|---|---|---|---|
| Acct No. General Fund 1101-110000-5493102 | Line Item: Advertising Sheriff Sale | 70,000 | ____ |
| TOTAL - Transfer Amount | | $ 70,000 | |

**ADDITIONAL COMMENTS**

This budget request is to transfer budget from Budgeted Reserve to Advertising Sheriff Sale to cover expenditures through the end of FY2012 As of March 26, 2012, expenditures to date were $94,440 (70% of FY2012 adopted budget) In FY2011, the expenditures totaled $201,269. During the 2012 budget process, the budget was presented that the expenditures would decrease in this line item, but the number of properties and number of tracts to be sold in the sheriff sale have increased in the fiscal year 2012 thus increasing the expenditure Galveston County receives reimbursement for these publication fees As of March 26, 2012, Galveston County received $62,019

| | Budgeted Reserves | Advertising Sheriff Sale |
|---|---|---|
| Beginning Budget as of 10/01/2011 | $20,100,000 | $135,000 |
| Prior Budget Amendments | -398,600 | 0 |
| Amendment BA12-039-0403-C | -70,000 | 70,000 |
| Expenditures to date - 03/26/2012 | 0 | 94,440 |
| Remaining Budget upon approval | $19,631,400 | $110,560 |

Departmental Authorization _____ Date

N/A Human Resources Department _____ Date

Budget Office Authorization 3/27/2012 Date

**AUDITOR'S REVIEW**

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

Reviewed by _____ Date _____

Auditor's Remarks

**COMMISSIONERS COURT APPROVAL**

Date Submitted _____ Date Approved 4/3/12

# AGENDA ITEM #32b

# GALVESTON COUNTY, TEXAS
# COMMISSIONERS COURT

## Grant Application

| | | | | | |
|---|---|---|---|---|---|
| **Agenda Date** | 4/3/12 | **Department** | Finance | | |
| **Grant Agency** | Office of the Governer | | **Funding Source** | State Criminal Justice Planning Fund | |
| **Grant Start Date** | 4/1/2012 | **Program Year.** | **Renewal Yes/No** Yes | | **Last Billing Date:** |
| **Grant End Date** | 8/31/2013 | **Program End Date** | **Award/Agreement No** | | |
| **Description** | Galveston County Adult Drug Court Program | | | | |
| **Grant Org Key** | | | **Grant Type** | | |

| Expenditure Type | Grant (Other) Funded | County Funded | Total Budget |
|---|---|---|---|
| Salary & Benefit | 145,500 | | 145,500 |
| Non-Labor | 67,000 | | 67,000 |
| Indirect/Admin Costs | | | |
| Not Yet Determined | | | |
| **Totals:** | 212,500 | | 212,500 |

| | FY12 | FY13 | FY14 | FY15 | After FY15 | Total |
|---|---|---|---|---|---|---|
| **County Funding Requested** | | | | | | - |
| **County Funding Budgeted** | | | | | | |

| Approved By | Date/ | Signature |
|---|---|---|
| **Grants Manager** | | 3/27/12 |
| **Director of Finance** | | 3/27/12 |

Form Number

## Alcala, Cynthia

**From:** Nicholson, Connie
**Sent:** Wednesday, March 21, 2012 9:19 AM
**To:** Bane Janis
**Cc:** Alcala, Cynthia, Trammell, Mel
**Subject:** RE: eGrants Notification of OOG Grant Award for Grant Number: 2520001

Janis,

Cindy is the new Grants Manager. I have included her and Mel on this notification. Thanks

Connie Nicholson

-----Original Message-----
From: Bane.Janis
Sent: Tuesday, March 20, 2012 1:12 PM
To: Nicholson, Connie
Subject: FW: eGrants: Notification of OOG Grant Award for Grant Number: 2520001

Hi Connie,

I noticed you weren't on this email. Who is going to accept the award?
Thanks for your help!!!! janis

-----Original Message-----
From: egrants@governor.state.tx.us [mailto:egrants@governor.state.tx.us]
Sent: Tuesday, March 20, 2012 11:35 AM
To: Henry, Mark; Bane.Janis; Billingsley, Cliff
Subject: eGrants: Notification of OOG Grant Award for Grant Number: 2520001

It is a pleasure to inform you that your application for funding has been awarded!

The Office of the Governor (OOG) is working to ensure that communities throughout the state receive the resources to make Texas a safer place by creating and supporting programs that protect people from crime, reduce the number of crimes committed, and promote accountability, efficiency, and effectiveness within the criminal justice system. Your project contributes to these efforts.

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.