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 17, 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 4/10/2012 and 4/17/2012.

b. Order for Payroll period ending 4/11/12 Bi-Weekly #8.

*2. Consideration of a *Resolution Proclaiming April, 2012 as Child Abuse Prevention and Awareness Month* submitted by County Legal.

*3. Receive and file *quarterly NIMS Training Compliance Report* submitted by the Homeland Security Coordinator.

*4. Receive and file *Galveston County Juvenile Justice Department 2011 Annual Report* submitted by the Juvenile Justice Director.

*5. Receive and file *donation made by Galveston County Senior Citizens Activities Inc.* in the amount of $276.20, for purchase of a playground rules sign to be placed at Noble Carl Park that was lost due to Hurricane IKE submitted by Parks Department.

*6. Consideration of accepting *Petition to close a 50' x 44' portion of Avenue A Right of Way*, San Leon Townsite submitted by the Right of Way/Real Estate Services Dept.

*7. Consideration of *Adoption of 2012 Investment Policy* submitted by County Legal.

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

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

0013-0101-0000-000	$2,689.55	Supplemental Adjustment
3505-0186-0012-002	$2,765.25	Supplemental Adjustment
3505-0605-0001-000	$8,323.56	Supplemental Adjustment
5568-0001-2808-000	$5,746.26	Supplemental Adjustment
6426-0000-0000-001	$3,108.99	Supplemental Adjustment
7231-0001-0048-000	$2,722.73	Supplemental Adjustment
1243-0001-0026-000	$2,865.40	Over Payment
3967-0002-0012-000	$2,659.66	Over Payment
6383-0000-1755-000	$5,294.50	Duplicate Payment

10. <u>Architect</u>

a. Consider the following Change Orders to Trade Contracts on the Mid County Annex:

1. Consider a Change Order to Proposal # B111033 - Schneider Electric - on the Mid county Annex. Increase the contract sum for additional scope of work. This is the final Change Order for this Trade Contract prior to project close out.

2. Consider a Change Order to Proposal # B101066 - J.W. Kelso Demo - on the Mid County Annex. Decrease the contract sum to reduce the Contingency balance to $0. This is the final Change Order for this Trade Contract prior to project close out.

3. Consider a Change Order to Proposal# B101080 - Joe Aguirre Tile - on the Mid County Annex. Increase the contract sum for additional scope of work. This is the final Change Order for this Trade Contract prior to project close out.

4. Consider a Change Order to Proposal# B101073 J.W. Kelso Glazing - on the Mid County Annex. Decrease the contract sum to reduce the Contingency balance to $0.This is the final Change Order for this Trade Contract prior to project close out.

b. Consideration of approving a proposal from Valtierra Architecture to provide Architectural drafting services on the Llewellyn Building.

c. Consideration of approving a proposal from Inland Environments Ltd. to provide Asbestos Abatement services on the North County HVAC Replacement.

11. <u>County Engineer</u>

a. Consideration of application from Terry Kendrick and Daniel Miller to convey a portions of Lots 44, 45, 46, 47 and 48, Ramada Beach on Bolivar Peninsula by metes & bounds without revising the plat.

b. Consideration of approval of a replat of Palm Dale subdivision on Bolivar Peninsula.

c. Consideration of a permit to Willie G's Post Oak Inc dba Pleasure Pier to install paving and sidewalk and amenity improvements on Seawall Blvd. associated with the Galveston Island Historic Pleasure Pier at 25th Street.

d. Consideration of change order no. 2 to the RW Lucas Construction, LLC contract for the Hanson Road Improvements project.

12. <u>County Legal</u>

a. Consideration of authorizing eminent domain proceedings for the acquisition of property necessary for the replacement of Frenchtown Bridge in Port Bolivar, Texas.

b. Consideration and possible action regarding Chapter 16 of the 2010 County of Galveston Human Resources Policy Manual, entitled "Grievances" relating to allowing court reporter and videographer into grievance proceedings and/or consequences of contact or communication with member(s) of the Grievance Panel by Counsel for Grievants.

b-1. Executive Session. The Commissioners' Court will enter into executive session as permitted under the Texas Open Meetings Act, Texas Government Code Chapter 551, Section 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation with former upper level management employees from the Galveston County Information Technology Department and/or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act related to such former employees.

13. <u>Emergency Management</u>

a. Consideration of authorizing the county judge to execute engineering services agreements with Consolidated Telecom Services for grant-funded radio towers to be constructed in Galveston and Texas City.

b. Consideration of authorizing the county judge to execute Task Order with Science Applications International Corporation (SAIC) to implement the Severe

Repetitive Loss Elevation Grant Project.

c. Consideration of authorizing the county judge to execute cooperative purchasing agreement with Science Applications International Corporation (SAIC) for debris monitoring services.

d. Consideration of authorizing the county judge to execute contract renewal with Crowder-Gulf Disaster Recovery and Debris Management for debris management services.

e. Consideration of authorizing the county judge to sign letter to HNTB/Texas General Land Office regarding time extension and environmental review for the High Island emergency shelter project.

14. <u>Grants</u>

a. Consideration of authorizing the grant application for the FY 2013 Automobile Burglary and Theft Prevention Authority and authorizing the County Judge to sign all necessary documents.

15. <u>Housing Department</u>

a. Update on the housing program.

b. Consideration of Approval of Change Orders associated with the Reconstruction and/or Rehabilitation of various houses.

16. <u>Human Resources</u>

a. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Deputy County Clerk-County Clerk.

b. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Senior Microfilm Technician-County Clerk.

c. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Case Management Specialist-Justice Administration.

17. <u>Purchasing Agent</u>

a. Request to utilize Houston Galveston Area Council (HGAC) contract for consulting services.

b. Consider recommending awarding a contract on the following bids:

1. Bid #B121018A Beach Tractor

2. Bid #B122015 Scourge Resmethrin 18% + PBO 54%

3. Bid #B122016 Aqua-Permethrin Insecticide

4. Bid #B122017 BTI Larvicide Liquid

5. Bid #B122018 Permethrin 30-30 Mosquito Adulticide

6. Bid #B122019 Permethrin 31% & 66% Piperonyl Butoxide

7. Bid #B122020 Alarm Services

8. Bid #B121022 North County Annex AHU Replacement

c. Consider recommending awarding a contract on the following RFQ:

1. RFQ #B121014 Residential Home Elevation Services

18. Road & Bridge

a. Consideration of acceptance of a contract with Republic Services Inc.

19. Finance & Administration

a. Consideration of Budget Amendments:

Fiscal Year	Amendment #	Description
2012	12-040-0417-A	Unlimited Tax Road Bonds, Series 2009A - Request to transfer budget from Avenue H project to Stewart Road, 75th Street to Cove View project to cover the fourth amendment of the Halff Associates, Inc. contract.
2012	12-041-0417-B	Limited Tax County Building Bonds, Series 2009B - Request to transfer budget from unallocated appropriations to HVAC Replacement to cover bid.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Update on CDBG Round 1-CDBG Round 2 presented by John Simsen/Nick Foster, CDM.

2. Update on the possible relocation of the Galveston County Government Employees Healthcare Center in La Marque, Texas presented by Steve Gauen and Harvey Bazaman.

3. Update on Voter Registration presented by Tax Assessor/Collector.

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 17, 2012

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

Approval of Accounts Payable Checks dated 4/10/2012 and 4/17/2012

Order for Payroll period ending 4/11/12 Bi-Weekly #8

Cliff Billingsley
County Auditor

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000390	**Payee Name: GALVESTON NEWSPAPERS INC**		
300771296	1101114030 - 5499201	Election Expense - Election Expense	348 36
		Warrant Total:	**348.36**
Warrant #: VW 00354497	**Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL**		
3643591	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	350 00
3643592	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	48,543 93
3643595	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67
		Warrant Total:	**50,014.60**
Warrant #: VW 00354499	**Payee Name: AWARD COMPANY OF AMERICA LLC**		
121090	1101111000 - 5310000	County Judge - Supplies and Materials	278 10
		Warrant Total:	**278 10**
Warrant #: VW 00354500	**Payee Name: BENNETT, JAMES M**		
322273 033012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
MAR 2012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
PR72078	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	500 00
		Warrant Total:	**2,495.00**
Warrant #: VW 00354501	**Payee Name: BETA TECHNOLOGY INC**		
568961	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	644 40
		Warrant Total:	**644.40**
Warrant #: VW 00354503	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000505807	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	79 87
0855000506035	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	68 49
0855000506551	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	223 22
		Warrant Total:	**371.58**
Warrant #: VW 00354505	**Payee Name: BOB J JOHNSON & ASSOCIATES**		
265803	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	853 22
		Warrant Total:	**853.22**
Warrant #: VW 00354506	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002205 032312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	266 83
10002222 032312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 22
10002875 031312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10003863 032712	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	98 49
10004583 031212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10005389 031312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	223 86
10006109 031312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	152 25
		Warrant Total:	**926.36**
Warrant #: VW 00354507	**Payee Name: BRIGGS, LYNETTE**		
05FD2896 031712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	351 00
12CR0075 031412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	152 75
319811 032912	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	188 50
		Warrant Total:	**692.25**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amoun
Warrant #: VW 00354512	**Payee Name: CENTERPOINT ENERGY**		
4716782 032812	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	17 59
47632666 033012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	72 80
89106207 033012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 40
		Warrant Total:	**106.79**
Warrant #: VW 00354514	**Payee Name: CITY OF HITCHCOCK**		
HITCHCOCK 1 TIRZ	1101000000 - 4113030	General Fund - Reinv Zone Hitchcock #1	347,863 32
		Warrant Total:	**347,863.32**
Warrant #: VW 00354515	**Payee Name: CITY OF TEXAS CITY**		
1960974052 31412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	119 99
		Warrant Total:	**119.99**
Warrant #: VW 00354516	**Payee Name: CITY OF TEXAS CITY**		
2182478663 03291	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	39 90
2801778663 03291	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	53 71
		Warrant Total:	**93 61**
Warrant #: VW 00354517	**Payee Name: CLARK, DIANE**		
MAR 2012 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00354518	**Payee Name: COBURN SUPPLY COMPANY INC**		
314683475	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	62.94
314712844	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	84 05
314714087	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	855 00
314738230	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	395 88
		Warrant Total:	**1,397.87**
Warrant #: VW 00354522	**Payee Name: DATAVOX INC.**		
DS142787	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	2,214 46
		Warrant Total:	**2,214.46**
Warrant #: VW 00354524	**Payee Name: DIAZ, DEBBIE**		
3/21-23/12 MLS	1101122300 - 5496100	Probate Court - Sullivan - Travel	81 00
		Warrant Total:	**81.00**
Warrant #: VW 00354525	**Payee Name: DICKEY, TAMYRA**		
MAR 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	50 51
		Warrant Total:	**50.51**
Warrant #: VW 00354526	**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**		
9800	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	142 50
		Warrant Total:	**142.50**
Warrant #: VW 00354527	**Payee Name: DRAGONY, RACHEL ANN**		
317483 032112	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00354531	**Payee Name: FLEMING, MARCUS J.**		
09CR3450 033012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amount
314812 033012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00
320155 033012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
		Warrant Total:	**682.50**
Warrant #: VW 00354532	**Payee Name: G & K SERVICES**		
1030805732	1101522020 - 5312101	Parks Department - Uniform Expense	50 68
		Warrant Total:	**50.68**
Warrant #: VW 00354533	**Payee Name: G & K SERVICES**		
1030809145	1101522020 - 5312101	Parks Department - Uniform Expense	54 30
1030809146	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030811586	1101522020 - 5312101	Parks Department - Uniform Expense	35 00
1030811692	1101522020 - 5312101	Parks Department - Uniform Expense	49 64
1030815079	1101522020 - 5312101	Parks Department - Uniform Expense	54 30
1030815080	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030817495	1101522020 - 5312101	Parks Department - Uniform Expense	35 00
1030817601	1101522020 - 5312101	Parks Department - Uniform Expense	49 64
1030821018	1101522020 - 5312101	Parks Department - Uniform Expense	54 30
1030821019	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
		Warrant Total:	**390.38**
Warrant #: VW 00354535	**Payee Name: GALVESTON COUNTY WCID #1**		
140060019 031912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	53 67
		Warrant Total:	**53.67**
Warrant #: VW 00354538	**Payee Name: GELB, JEFFREY**		
318641 030112	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00354539	**Payee Name: GRAHAM, CARMEN A**		
PR71914	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	420.00
		Warrant Total:	**420.00**
Warrant #: VW 00354540	**Payee Name: GRANDY, CAROLYN**		
3/21/-23/12 TRVL	1101122300 - 5496100	Probate Court - Sullivan - Travel	81.00
3/21/-23/12 TRVL	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	365 96
		Warrant Total:	**446.96**
Warrant #: VW 00354541	**Payee Name: GULF COAST CENTURY**		
84275	1101121000 - 5310000	Justice Administration - Supplies and Materials	170 00
		Warrant Total:	**170.00**
Warrant #: VW 00354542	**Payee Name: HANSEN, JUDY**		
040212 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	1,362 00
07CR0760 CRT RPT	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	30 00
		Warrant Total:	**1,392.00**
Warrant #: VW 00354544	**Payee Name: HART INTERCIVIC**		
048390	1101114030 - 5499201	Election Expense - Election Expense	1,595 00
		Warrant Total:	**1,595.00**
Warrant #: VW 00354545	**Payee Name: HEGWOOD AND ASSOCIATES PC**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amount
PR0073197 031412	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	187 50
PR73147 032712	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	400.00
		Warrant Total:	**587.50**
Warrant #: VW 00354548	**Payee Name: HOGAN, DWANETTE**		
MARC 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	513 93
		Warrant Total:	**513.93**
Warrant #: VW 00354550	**Payee Name: IESI TX CORP ENVIRO TEX**		
1500325404	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	98 95
		Warrant Total:	**98.95**
Warrant #: VW 00354552	**Payee Name: JAROTH INC**		
371516	1101159100 - 5423500	Information Technology - Maintenance of Software	78 00
		Warrant Total:	**78.00**
Warrant #: VW 00354553	**Payee Name: JIMENEZ, JOAQUIN**		
PR73154	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	406 25
		Warrant Total.	**406.25**
Warrant #: VW 00354554	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2011	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	701.27
		Warrant Total:	**701.27**
Warrant #: VW 00354556	**Payee Name: LAHENS-ABNER LAW OFFICE**		
316195 033012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	325 00
		Warrant Total:	**325.00**
Warrant #. VW 00354557	**Payee Name: LAW OFFICE OF ALEX BILL III**		
11CR2343 033012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
319212 033012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	292 50
		Warrant Total:	**520.00**
Warrant #: VW 00354558	**Payee Name: LAW OFFICE OF CHRISTOPHER JOHNSEN**		
PR72078	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	420 00
		Warrant Total:	**420.00**
Warrant #. VW 00354559	**Payee Name: LAW OFFICE OF SHAW CLIFFORD**		
321445 033012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00354560	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
183197	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	43 36
183202	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	344 51
183257	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
183319	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	145 92
183342	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	27 50
183346	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	142 20
183362	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	22 86
183367	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
183384	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
183396	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amoun
183399	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	400 1
183409	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	46 5
183418	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 9
183474	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	145 9
183479	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 0
		Warrant Total:	**1,651.8**

Warrant #: VW 00354561 **Payee Name: LISTER PLUMBING**

034672	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	159 8
		Warrant Total:	**159.8**

Warrant #: VW 00354562 **Payee Name: MABES HAULING**

6766	1101522020 - 5428000	Parks Department - Grounds Maintenance	231 0
		Warrant Total:	**231.0**

Warrant #: VW 00354567 **Payee Name: MULLEN ASPHALT PAVING**

2012182	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	950 0
		Warrant Total.	**950.0**

Warrant #: VW 00354570 **Payee Name: OFFICIAL PAYMENTS CORP**

RINV0004163764	1101000000 - 2460026	General Fund - District Clerk credit cards	50 0
RINV0004170167	1101000000 - 2460026	General Fund - District Clerk credit cards	75 0
RINV0004170297	1101000000 - 2460026	General Fund - District Clerk credit cards	30 0
RINV0004179107	1101000000 - 2460026	General Fund - District Clerk credit cards	109 0
RINV0004179108	1101000000 - 2460026	General Fund - District Clerk credit cards	74 0
RINV0004191777	1101000000 - 2460026	General Fund - District Clerk credit cards	100 0
RINV0004234091	1101000000 - 2460026	General Fund - District Clerk credit cards	71 0
RINV0004234092	1101000000 - 2460026	General Fund - District Clerk credit cards	100 0
RINV0004239234	1101000000 - 2460026	General Fund - District Clerk credit cards	83 0
RINV0004239235	1101000000 - 2460026	General Fund - District Clerk credit cards	83 0
RINV0004260192	1101000000 - 2460026	General Fund - District Clerk credit cards	120 0
RINV0004274219	1101000000 - 2460026	General Fund - District Clerk credit cards	75 0
RINV0004287479	1101000000 - 2460026	General Fund - District Clerk credit cards	111 9
RINV0004295192	1101000000 - 2460026	General Fund - District Clerk credit cards	17 0
RINV0004295193	1101000000 - 2460026	General Fund - District Clerk credit cards	103 0
RINV0004302282	1101000000 - 2460026	General Fund - District Clerk credit cards	9 00
RINV0004315466	1101000000 - 2460026	General Fund - District Clerk credit cards	74 00
RINV0004331940	1101000000 - 2460026	General Fund - District Clerk credit cards	50 00
RINV0004351141	1101000000 - 2460026	General Fund - District Clerk credit cards	75 00
RINV0004351142	1101000000 - 2460026	General Fund - District Clerk credit cards	85 50
RINV0004351143	1101000000 - 2460026	General Fund - District Clerk credit cards	115 50
RINV0004351144	1101000000 - 2460026	General Fund - District Clerk credit cards	67 50
RINV0004365582	1101000000 - 2460026	General Fund - District Clerk credit cards	10 00
RINV0004365583	1101000000 - 2460026	General Fund - District Clerk credit cards	10 00
RINV0004365911	1101000000 - 2460026	General Fund - District Clerk credit cards	150 00
RINV0004365912	1101000000 - 2460026	General Fund - District Clerk credit cards	148 50
RINV0004366840	1101000000 - 2460026	General Fund - District Clerk credit cards	3 00
RINV0004369155	1101000000 - 2460026	General Fund - District Clerk credit cards	13 50
		Warrant Total:	**2,013.40**

Warrant #: VW 00354571 **Payee Name: OSHEA, WILLIAM**

715691	1101000010 - 4412010	General Government - Pre-Trial Release Agency	50 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**50.00**
Warrant #: VW 00354572	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645422963	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	900 00
2645422992	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	149 50
2645423004	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	245 00
2645423052	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	600 00
		Warrant Total:	**1,894.50**
Warrant #: VW 00354575	**Payee Name: PENINSULA SANITATION SERVICE INC**		
58833	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	900 00
		Warrant Total:	**900.00**
Warrant #: VW 00354576	**Payee Name: PESTMASTER SERVICES INC**		
10283	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	2,524 00
10337	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 40
		Warrant Total:	**2,574.40**
Warrant #: VW 00354579	**Payee Name: REED, FIDELA**		
719081B	1101000010 - 4412010	General Government - Pre-Trial Release Agency	155 00
		Warrant Total:	**155 00**
Warrant #: VW 00354582	**Payee Name: RUSSELL, GREG**		
10CR0878 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
12CR0479 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292.50
		Warrant Total:	**455.00**
Warrant #: VW 00354583	**Payee Name: SANTA FE AUTO PARTS INC**		
85510	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	183 86
		Warrant Total:	**183.86**
Warrant #: VW 00354585	**Payee Name: SARGENT, WILLIAM K.**		
FEB-MAR 2012 MLG	1101114030 - 5496301	Election Expense - Auto Mileage	51 70
		Warrant Total:	**51.70**
Warrant #: VW 00354586	**Payee Name: SCANLAN JR, JAMES E**		
022912 TRVL	1101122300 - 5431302	Probate Court - Sullivan - Fees & Expenses Relief Judges	391 39
		Warrant Total:	**391.39**
Warrant #: VW 00354587	**Payee Name: SEASIDE ENTERPRISES INC**		
201709	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	30 32
202025	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	39 95
		Warrant Total:	**70.27**
Warrant #: VW 00354589	**Payee Name: SPRINT WASTE SERVICES LP**		
194513	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	435 01
		Warrant Total:	**435.01**
Warrant #: VW 00354591	**Payee Name: SUHLER, DAVID**		
12CR0859 032912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	120 00
		Warrant Total:	**120.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00354592	**Payee Name: SUN COAST RESOURCES INC**		
91252489	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91252490	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91252493	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91254366	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,506 12
		Warrant Total:	**3,656.12**
Warrant #: VW 00354593	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
212165	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	27 83
212572	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	22.99
212676	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	23 46
212689	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	3 98
212699	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	42 75
		Warrant Total:	**121.01**
Warrant #: VW 00354596	**Payee Name: TEXAS CHIEF DEPUTIES ASSOCIATION**		
CONFERENCE FEE	1101211133 - 5496100	Sheriff-Corrections - Travel	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00354600	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
11CR2759 032212	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
		Warrant Total:	**1,200.00**
Warrant #: VW 00354602	**Payee Name: VERIZON LEGAL COMPLIANCE**		
2012100360	1101127100 - 5310000	District Attorney - Supplies and Materials	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00354605	**Payee Name: WASTE MANAGEMENT INC**		
468316817914	1101522020 - 5481000	Parks Department - Contract Service	165 16
468316917912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	95 00
468317017910	1101522020 - 5481000	Parks Department - Contract Service	138 80
468317117918	1101522020 - 5481000	Parks Department - Contract Service	303 47
468317217916	1101522020 - 5481000	Parks Department - Contract Service	161 85
468317317914	1101522020 - 5481000	Parks Department - Contract Service	95 45
468317417912	1101522020 - 5481000	Parks Department - Contract Service	104 48
468317517919	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	67 19
468317617917	1101522020 - 5481000	Parks Department - Contract Service	64 88
468317817913	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	102 50
468317917911	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,217 68
468318017919	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,067 55
468318117917	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	676 86
468318217915	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165.63
		Warrant Total:	**4,426.50**
Warrant #: VW 00354606	**Payee Name: WATERS DAVIS SOIL & WATER**		
2012 CONTRIB	1101110000 - 5506100	General Government - Soil/Water Conserv Dist	2,000 00
		Warrant Total:	**2,000.00**
Warrant #: VW 00354607	**Payee Name: WELSH, CHRISTINE**		
3/21-23/12 MLS	1101122300 - 5496100	Probate Court - Sullivan - Travel	81 00
		Warrant Total:	**81.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amount
		FUND 1101 TOTAL:	**444,447.81**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00354510 **Payee Name: CAPITAL GRAPHICS INC**

110396	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	515 00
		Warrant Total:	**515.00**
		FUND 2102 TOTAL:	**515.00**

FUND: 2216 Probate Court Contributions Fd

Warrant #: VW 00354523 **Payee Name: DAVISON, AMRI**

3/12-14/12 CRT	2216122320 - 5481000	Probate Court Contributions - Contract Service	633 20
		Warrant Total:	**633.20**

Warrant #: VW 00354536 **Payee Name: GARCIA, CHERI**

03/21-23/12 SRVC	2216122320 - 5481000	Probate Court Contributions - Contract Service	307 50
		Warrant Total:	**307.50**
		FUND 2216 TOTAL:	**940.70**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00354603 **Payee Name: VILLARREAL, NORMA**

3/19-21/12 TRVL	2220255100 - 5496100	Adult Probation - Travel	231 70
		Warrant Total:	**231.70**
		FUND 2220 TOTAL:	**231.70**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00354509 **Payee Name: CANAL ALARM DEVICES**

SI196425	2230256118 - 5310001	Detention - Depart Supplies-Non Cap FFE	2,292 13
		Warrant Total:	**2,292.13**

Warrant #: VW 00354537 **Payee Name: GAVION, BRIAN**

MAR 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	28 86
		Warrant Total:	**28.86**

Warrant #: VW 00354546 **Payee Name: HERNANDEZ, CARLOS**

03/26-28/12 TRVL	2230256105 - 5496100	Juv Justice - Administration - Travel	39 00
03/26-28/12 TRVL	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	99 90
MAR 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	110 45
		Warrant Total:	**249.35**

Warrant #: VW 00354547 **Payee Name: HERRING JR, MATTHEW**

MAR 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	102 12

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info	Amoun
	Warrant Total:	**102.1**
Warrant #: VW 00354560	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**	
183636	2230256105 - 5423110 Juv Justice - Administration - Auto Maintenance	103 0
	Warrant Total:	**103.0**
Warrant #: VW 00354564	**Payee Name: MASTER WORD SERVICE INC**	
48917	2230256130 - 5431101 Court - Professional Srv Interpreter	431 7
	Warrant Total:	**431.7**
Warrant #: VW 00354565	**Payee Name: MAXWELL, BONITA G**	
MAR 2012 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	189 8
	Warrant Total:	**189.8**
Warrant #: VW 00354569	**Payee Name: NORRIS, BRENT T**	
MAR 2012 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	255 8
	Warrant Total:	**255.8**
Warrant #: VW 00354580	**Payee Name: ROBINSON TEXTILES INC**	
107717	2230256118 - 5312100 Detention - Clothing Expense	445 0
	Warrant Total:	**445.0**
Warrant #: VW 00354590	**Payee Name: STEWART, DELLA L**	
MAR 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	117 6
	Warrant Total:	**117 6**
	FUND 2230 TOTAL:	**4,215.56**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00354534	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**	
329485	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	100 0
	Warrant Total:	**100.0**
	FUND 2242 TOTAL:	**100.00**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00354502	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**	
311542	2301312120 - 5421411 FM & Lateral Road - Garbage/Landfill Services	2,493 10
	Warrant Total:	**2,493.10**
Warrant #: VW 00354513	**Payee Name: CHERRY CRUSHED CONCRETE**	
1011131	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	935 20
	Warrant Total:	**935.20**
Warrant #: VW 00354563	**Payee Name: MABES HAULING**	
6742	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	8,861 60
	Warrant Total:	**8,861.60**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00354568	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3166303	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	471 00
		Warrant Total:	**471.00**
Warrant #: VW 00354577	**Payee Name: R B EVERETT & CO**		
S143264	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,260 76
VI015911	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	433 50
		Warrant Total:	**1,694.26**
Warrant #: VW 00354583	**Payee Name: SANTA FE AUTO PARTS INC**		
84019	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	6 98
84227	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	378 02
84873	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	106 25
		Warrant Total:	**491.25**
Warrant #. VW 00354587	**Payee Name: SEASIDE ENTERPRISES INC**		
202202	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	29 92
		Warrant Total:	**29.92**
Warrant #: VW 00354588	**Payee Name: SOUTHWEST T & I INC**		
1961985	2301312110 - 5481000	Administration - Contract Service	324 80
		Warrant Total:	**324.80**
Warrant #: VW 00354592	**Payee Name: SUN COAST RESOURCES INC**		
91252747	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	11,227 38
		Warrant Total:	**11,227.38**
Warrant #: VW 00354604	**Payee Name: WALMART**		
01901	2301312110 - 5310000	Administration - Supplies and Materials	11 73
		Warrant Total:	**11.73**
Warrant #: VW 00354605	**Payee Name: WASTE MANAGEMENT INC**		
468317717915	2301312110 - 5481000	Administration - Contract Service	159 59
		Warrant Total:	**159.59**
		FUND 2301 TOTAL:	**26,699.83**

FUND: 2370 Flood Control Fund

Warrant #: VW 00354514	**Payee Name: CITY OF HITCHCOCK**		
HITCHCOCK 1 TIRZ	2370000000 - 4113030	Flood Control - Reinv Zone Hitchcock #1	5,021 06
		Warrant Total:	**5,021.06**
Warrant #: VW 00354594	**Payee Name: TENNILLE INC**		
64979	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	429 80
		Warrant Total:	**429.80**
		FUND 2370 TOTAL:	**5,450.86**

FUND: 2410 Mosquito Control District Fund

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00354498	**Payee Name: AUTOZONE INC**		
1579647473	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	79 84
		Warrant Total:	**79.84**
Warrant #: VW 00354519	**Payee Name: COFEJO HARDWARE INC**		
271000	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	19.76
271110	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	21 78
		Warrant Total:	**41.54**
Warrant #: VW 00354520	**Payee Name: COMPAIR SOUTHWEST INC**		
00097677	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	61 00
		Warrant Total:	**61.00**
Warrant #: VW 00354529	**Payee Name: FIELD DATA SOLUTIONS INC**		
8849	2410411100 - 5310001	Mosquito Control District - Depart Supplies-Non Cap FFE	1,260 00
		Warrant Total:	**1,260.00**
Warrant #: VW 00354597	**Payee Name: TEXAS DEPARTMENT OF AGRICULTURE**		
RENEWAL LIC FEES	2410411100 - 5496100	Mosquito Control District - Travel	90 00
		Warrant Total:	**90.00**
Warrant #: VW 00354601	**Payee Name: TIBALDOS FEED AND SUPPLY**		
381199	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	105 00
		Warrant Total:	**105.00**
		FUND 2410 TOTAL:	**1,637.38**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00354584	**Payee Name: SARGENT, CRYSTAL**		
3/19-20/12 TRVL	2501443300 - 5495100	Child Welfare - Education	103 84
		Warrant Total:	**103.84**
		FUND 2501 TOTAL:	**103.84**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00354504	**Payee Name: BLOW, ADRIENNE M**		
MAR 2012 MLG	2841256110 - 5496301	State Aid Grant A - Auto Mileage	74 37
		Warrant Total:	**74.37**
Warrant #: VW 00354528	**Payee Name: EFFINGER, ERIKA**		
MAR 2012 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	127 10
		Warrant Total:	**127.10**
Warrant #: VW 00354543	**Payee Name: HARDY, CHARLOTTE L**		
FEB 2012 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	301 92
		Warrant Total:	**301.92**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info	Amoun
	FUND 2841 TOTAL:	**503.39**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00354581 **Payee Name: ROWE, WALTER**

03/31/12 LIFE SK	2848256144 - 5495095	Commitment Reduction Program C - Educational Programs	550 00
		Warrant Total:	**550.00**
		FUND 2848 TOTAL:	**550.00**

FUND: 2893 HMGP - IKE

Warrant #: VW 00354574 **Payee Name: PAT'S DEMOLITION AND DEBRIS REMOVAL**

10229	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	23,950 00
		Warrant Total:	**23,950.00**
		FUND 2893 TOTAL:	**23,950.00**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00354508 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

1277710R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,578 04
		Warrant Total:	**11,578.04**
		FUND 2914 TOTAL:	**11,578.04**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00354555 **Payee Name: KLOTZ ASSOC INC**

312111	2915291016 - 5481000	County Wide Drainage - Contract Service	38,903 23
		Warrant Total:	**38,903.23**
		FUND 2915 TOTAL:	**38,903.23**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00354511 **Payee Name: CDW GOVERNMENT INC**

H621571	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	159 86
		Warrant Total:	**159.86**
		FUND 2994 TOTAL:	**159.86**

FUND: 3308 Unlimited Tax Rd Bds Ser 2001

Warrant #: VW 00354595 **Payee Name: TERRACON CONSULTANTS INC**

T294691	3308312200 - 5731009	Fort Travis Park - Professional Srvs-Rd Const	2,560 00
		Warrant Total:	**2,560.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info		Amoun
		FUND 3308 TOTAL:	**2,560.0(**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00354599 **Payee Name: TEXAS DEPARTMENT OF TRANSPORTATION**

20120161	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	88 2(
		Warrant Total:	**88.2(**
		FUND 3310 TOTAL:	**88.2(**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00354521 **Payee Name: CONRAD CONSTRUCTION CO LTD**

12 033112	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-13,861 5(
12 033112	3312312111 - 5731128	Non-County Roads - Melody Lane	277,231 2!
		Warrant Total:	**263,369.7:**

Warrant #: VW 00354549 **Payee Name: HUBCO INC**

3 032512	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-13,031 6!
3 032512	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	260,633 8(
		Warrant Total:	**247,602.11**

Warrant #: VW 00354566 **Payee Name: MCDONOUGH ENGINEERING CORPORATION**

10619	3312312111 - 5731117	Non-County Roads - Louisiana	54,174 2:
		Warrant Total:	**54,174.2:**

Warrant #: VW 00354578 **Payee Name: R W LUCAS CONSTRUCTION LLC**

6 022912	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-57 2(
6 022912	3312312111 - 5731127	Non-County Roads - Hughes Road	1,144 0(
		Warrant Total:	**1,086.8(**
		FUND 3312 TOTAL:	**566,232.9(**

FUND: 7605 Escrow Fund

Warrant #: VW 00354530 **Payee Name: FINLEY, WILLIAM D. III**

11CV1571	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	520 58
		Warrant Total:	**520.58**

Warrant #: VW 00354551 **Payee Name: J C PENNEY INC**

320739	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	60 00
		Warrant Total:	**60.00**

Warrant #: VW 00354573 **Payee Name: PARKER & POMPA INC**

3521	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	1,220.00
		Warrant Total:	**1,220.00**

Warrant #: VW 00354598 **Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**

317521	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	140 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Invoice Number	Account Info	Amount
	Warrant Total:	**140.00**
	FUND 7605 TOTAL:	**1,940.58**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Summary of All Funds

Fund		Amount
1101	General Fund	444,447 81
2102	Co Clerk Rec Mgt & Pres Fund	515 00
2216	Probate Court Contributions Fd	940 70
2220	Adult Probation Fund	231 70
2230	Juvenile Justice Fund	4,215 56
2242	Sheriff's Seizure Aft 10/89	100 00
2301	Road & Bridge Fund	26,699.83
2370	Flood Control Fund	5,450 86
2410	Mosquito Control District Fund	1,637 38
2501	Child Welfare Fund	103.84
2841	Juvenile Probation-State Aid	503 39
2848	Juv Jst Alt Education Program	550 00
2893	HMGP - IKE	23,950 00
2914	CDBG Housing Program	11,578 04
2915	CDBG Infrastructure Program	38,903 23
2994	Disaster Recovery - Ike	159 86
3308	Unlimited Tax Rd Bds Ser 2001	2,560 00
3310	Pass Thru Toll Rv Lt Tx BdSr07	88 26
3312	Unltd Tax Road Bonds Sr 2009	566,232.90
7605	Escrow Fund	1,940 58
	Grand Total:	**1,130,808.94**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/10/2012

Approved Order to pay by Commissioners Court this day April 17th, 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
A200354497	713428	ABM JANITORIAL SERVICES - SOU	04/10/12	50,014 60	MW	OH		
A200354498	712485	AUTOZONE INC	04/10/12	79 84	MW	OH		
A200354499	015743	AWARD COMPANY OF AMERICA LLC	04/10/12	278 10	MW	OH		
A200354500	401969	BENNETT, JAMES M	04/10/12	2,495 00	MW	OH	B7	
A200354501	406081	BETA TECHNOLOGY INC	04/10/12	644 40	MW	OH		
A200354502	700686	BFI WASTE SERVICES OF TEXAS L	04/10/12	2,493 10	MW	OH		
A200354503	700686	BFI WASTE SERVICES OF TEXAS L	04/10/12	371 58	MW	OH		
A200354504	700014	BLOW, ADRIENNE M	04/10/12	74 37	MW	OH		
A200354505	712882	BOB J JOHNSON & ASSOCIATES	04/10/12	853 23	MW	OH		
A200354506	708995	BOLIVAR PENINSULA SPECIAL UTI	04/10/12	926 36	MW	OH		
A200354507	702559	BRIGGS, LYNETTE	04/10/12	692 25	MW	OH	B7	
A200354508	712308	BURGHLI HOMES PROMENADE HOMES	04/10/12	11,578 04	MW	OH		
A200354509	709886	CANAL ALARM DEVICES	04/10/12	2,292 13	MW	OH		
A200354510	406719	CAPITAL GRAPHICS INC	04/10/12	515 00	MW	OH		
A200354511	701478	CDW GOVERNMENT INC	04/10/12	159 86	MW	OH		
A200354512	407782	CENTERPOINT ENERGY	04/10/12	106 79	MW	OH		
A200354513	712596	CHERRY CRUSHED CONCRETE	04/10/12	935 20	MW	OH		
A200354514	033027	CITY OF HITCHCOCK	04/10/12	352,884 38	MW	OH		
A200354515	403085	CITY OF TEXAS CITY	04/10/12	119 99	MW	OH		
A200354516	403085	CITY OF TEXAS CITY	04/10/12	93 61	MW	OH		
A200354517	033290	CLARK, DIANE	04/10/12	1,800 00	MW	OH	B7	
A200354518	709399	COBURN SUPPLY COMPANY INC	04/10/12	1,397 87	MW	OH		
A200354519	223792	COFEJO HARDWARE INC	04/10/12	41 54	MW	OH		
A200354520	714288	COMPAIR SOUTHWEST INC	04/10/12	61 00	MW	OH		
A200354521	704229	CONRAD CONSTRUCTION CO LTD	04/10/12	263,369 72	MW	OH		
A200354522	700678	DATAVOX INC	04/10/12	2,214 46	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354523	710679	DAVISON, AMRI	04/10/12	633 20	MW	OH	B7	
A200354524	713177	DIAZ, DEBBIE	04/10/12	81 00	MW	OH		
A200354525	713268	DICKEY, TAMYRA	04/10/12	50 51	MW	OH		
A200354526	706718	DOLPHIN CHEMICAL & SUPPLY COM	04/10/12	142 50	MW	OH		
A200354527	708361	DRAGONY, RACHEL ANN	04/10/12	455 00	MW	OH	B7	
A200354528	707318	EFFINGER, ERIKA	04/10/12	127 10	MW	OH		
A200354529	713400	FIELD DATA SOLUTIONS INC	04/10/12	1,260 00	MW	OH		
A200354530	714377	FINLEY, WILLIAM D III	04/10/12	520 58	MW	OH		
A200354531	712917	FLEMING, MARCUS J	04/10/12	682 50	MW	OH	B7	
A200354532	704625	G & K SERVICES	04/10/12	50 68	MW	OH		
A200354533	704625	G & K SERVICES	04/10/12	390 38	MW	OH		
A200354534	406195	GALVESTON COUNTY SHERIFF'S DE	04/10/12	100 00	MW	OH		
A200354535	071175	GALVESTON COUNTY WCID #1	04/10/12	53 67	MW	OH		
A200354536	713717	GARCIA, CHERI	04/10/12	307 50	MW	OH	B7	
A200354537	709796	GAVION, BRIAN	04/10/12	28 86	MW	OH		
A200354538	701571	GELB, JEFFREY	04/10/12	195 00	MW	OH	B7	
A200354539	709134	GRAHAM, CARMEN A	04/10/12	420 00	MW	OH	B7	
A200354540	713253	GRANDY, CAROLYN	04/10/12	446 96	MW	OH		
A200354541	701592	GULF COAST CENTURY	04/10/12	170 00	MW	OH		
A200354542	403591	HANSEN, JUDY	04/10/12	1,392 00	MW	OH	B7	
A200354543	701961	HARDY, CHARLOTTE L	04/10/12	301 92	MW	OH		
A200354544	406853	HART INTERCIVIC	04/10/12	1,595 00	MW	OH		
A200354545	409561	HEGWOOD AND ASSOCIATES PC	04/10/12	587 50	MW	OH	B7	
A200354546	406612	HERNANDEZ, CARLOS	04/10/12	249 35	MW	OH		
A200354547	403480	HERRING JR, MATTHEW	04/10/12	102 12	MW	OH		
A200354548	710709	HOGAN, DWANETTE	04/10/12	513 93	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354549	700251	HUBCO INC	04/10/12	247,602 11	MW	OH		
A200354550	701244	IESI TX CORP ENVIRO TEX	04/10/12	98 95	MW	OH		
A200354551	405013	J C PENNEY INC	04/10/12	60 00	MW	OH		
A200354552	708810	JAROTH INC	04/10/12	78 00	MW	OH		
A200354553	709951	JIMENEZ, JOAQUIN	04/10/12	406 25	MW	OH	B7	
A200354554	402386	KLEEN JANITORIAL SUPPLY COMPA	04/10/12	701 27	MW	OH		
A200354555	113100	KLOTZ ASSOC INC	04/10/12	38,903 23	MW	OH		
A200354556	713251	LAHENS-ABNER LAW OFFICE	04/10/12	325 00	MW	OH	B7	
A200354557	712831	LAW OFFICE OF ALEX BILL III	04/10/12	520 00	MW	OH	B7	
A200354558	711352	LAW OFFICE OF CHRISTOPHER JOH	04/10/12	420 00	MW	OH	B7	
A200354559	713238	LAW OFFICE OF SHAW CLIFFORD	04/10/12	130 00	MW	OH	B7	
A200354560	123026	LIGGIOS TIRE AND SERVICE CENT	04/10/12	1,754 83	MW	OH		
A200354561	702994	LISTER PLUMBING	04/10/12	159 80	MW	OH		
A200354562	701940	MABES HAULING	04/10/12	231 00	MW	OH		
A200354563	701940	MABES HAULING	04/10/12	8,861 60	MW	OH		
A200354564	705424	MASTER WORD SERVICE INC	04/10/12	431 77	MW	OH		
A200354565	400252	MAXWELL, BONITA G	04/10/12	189 81	MW	OH		
A200354566	711499	MCDONOUGH ENGINEERING CORPORA	04/10/12	54,174 27	MW	OH		
A200354567	700247	MULLEN ASPHALT PAVING	04/10/12	950 00	MW	OH		
A200354568	404669	MUSTANG TRACTOR & EQUIPMENT C	04/10/12	471 00	MW	OH		
A200354569	144261	NORRIS, BRENT T	04/10/12	255 86	MW	OH		
A200354570	700225	OFFICIAL PAYMENTS CORP	04/10/12	2,013 40	MW	OH		
A200354571	714381	OSHEA, WILLIAM	04/10/12	50 00	MW	OH		
A200354572	400105	OWEN ELECTRIC SUPPLY	04/10/12	1,894 50	MW	OH		
A200354573	400727	PARKER & POMPA INC	04/10/12	1,220 00	MW	OH		
A200354574	409788	PAT'S DEMOLITION AND DEBRIS R	04/10/12	23,950 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354575	705136	PENINSULA SANITATION SERVICE	04/10/12	900 00	MW	OH		
A200354576	709286	PESTMASTER SERVICES INC	04/10/12	2,574 40	MW	OH		
A200354577	055012	R B EVERETT & CO	04/10/12	1,694 26	MW	OH		
A200354578	712886	R W LUCAS CONSTRUCTION LLC	04/10/12	1,086 80	MW	OH		
A200354579	714395	REED, FIDELA	04/10/12	155 00	MW	OH		
A200354580	184358	ROBINSON TEXTILES INC	04/10/12	445 00	MW	OH		
A200354581	713415	ROWE, WALTER	04/10/12	550 00	MW	OH		
A200354582	710577	RUSSELL, GREG	04/10/12	455 00	MW	OH	B7	
A200354583	191023	SANTA FE AUTO PARTS INC	04/10/12	675 11	MW	OH		
A200354584	710051	SARGENT, CRYSTAL	04/10/12	103 84	MW	OH		
A200354585	713316	SARGENT, WILLIAM K	04/10/12	51 70	MW	OH		
A200354586	700995	SCANLAN JR, JAMES E	04/10/12	391 39	MW	OH	EX	
A200354587	192146	SEASIDE ENTERPRISES INC	04/10/12	100 19	MW	OH		
A200354588	713129	SOUTHWEST T & I INC	04/10/12	324 80	MW	OH		
A200354589	713176	SPRINT WASTE SERVICES LP	04/10/12	435 01	MW	OH		
A200354590	432219	STEWART, DELLA L	04/10/12	117 66	MW	OH		
A200354591	702839	SUHLER, DAVID	04/10/12	120 00	MW	OH	B7	
A200354592	405722	SUN COAST RESOURCES INC	04/10/12	14,883 50	MW	OH		
A200354593	195016	SUTHERLAND LUMBER SOUTHWEST I	04/10/12	121 01	MW	OH		
A200354594	202804	TENNILLE INC	04/10/12	429 80	MW	OH		
A200354595	703876	TERRACON CONSULTANTS INC	04/10/12	2 560 00	MW	OH		
A200354596	711527	TEXAS CHIEF DEPUTIES ASSOCIAT	04/10/12	150 00	MW	OH		
A200354597	701185	TEXAS DEPARTMENT OF AGRICULTU	04/10/12	90 00	MW	OH		
A200354598	401245	TEXAS DEPARTMENT OF PUBLIC SA	04/10/12	140 00	MW	OH		
A200354599	402930	TEXAS DEPARTMENT OF TRANSPORT	04/10/12	88 26	MW	OH		
A200354600	708583	TEXAS LAW & PSYCHIATRY PLLC	04/10/12	1,200 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354601	713072	TIBALDOS FEED AND SUPPLY	04/10/12	105 00	MW	OH		
A200354602	714364	VERIZON LEGAL COMPLIANCE	04/10/12	400 00	MW	OH		
A200354603	432061	VILLARREAL, NORMA	04/10/12	231 70	MW	OH		
A200354604	231209	WALMART	04/10/12	11 73	MW	OH		
A200354605	402963	WASTE MANAGEMENT INC	04/10/12	4,586 09	MW	OH		
A200354606	401826	WATERS DAVIS SOIL & WATER	04/10/12	2,000 00	MW	OH		
A200354607	702431	WELSH, CHRISTINE	04/10/12	81 00	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	1130,460 58	Number of Checks Processed	111
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	1130,460 58		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000390	071118	GALVESTON NEWSPAPERS INC	04/10/12	348 36	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	348 36	Number of Checks Processed	1
S U B T O T A L	348 36		

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	1130,460 58	Number of Checks Processed	111
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	348 36	Number of Checks Processed	1
G R A N D T O T A L	1130,808 94		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoun
FUND: 1101 General Fund			
Warrant #: VW 00000392	**Payee Name: CLASSIC AUTOPLEX GALVESTON**		
71043	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	524 36
71048	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	322 33
71061	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	209 24
71063	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	70 95
71065	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	63 96
71075	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	71 29
71081	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	91 87
71085	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	409 66
71086	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	88 24
71104	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	510 39
71110	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	62 29
71117	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	469 80
71119	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	586 98
71120	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	62 29
71126	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	177 16
71127	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	55 08
71132	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	46 34
71156	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	755 92
71157	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,007 99
71169	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,064 26
71179	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	103 50
71182	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	530 58
71239	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	169 95
71298	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,367 91
71387	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	770 67
		Warrant Total:	**9,593.01**
Warrant #: VW 00000394	**Payee Name: GALVESTON NEWSPAPERS INC**		
00292931	1101110000 - 5493101	General Government - Legal Advertising	1,165 57
00292941	1101110000 - 5493101	General Government - Legal Advertising	395 19
13105364 033112	1101110000 - 5493102	General Government - Advertising Costs-Sheriff Sale	18,910 00
300770578	1101151800 - 5493101	Purchasing Agent - Legal Advertising	538 12
300770579	1101151800 - 5493101	Purchasing Agent - Legal Advertising	497 16
300770837	1101151800 - 5493101	Purchasing Agent - Legal Advertising	512 52
300770838	1101151800 - 5493101	Purchasing Agent - Legal Advertising	594 44
300771259	1101151800 - 5493101	Purchasing Agent - Legal Advertising	533 00
		Warrant Total:	**23,146.00**
Warrant #: VW 00000395	**Payee Name: KEYWORTHS HARDWARE INC**		
000125625	1101610200 - 5310000	County Extension - Supplies and Materials	86 20
		Warrant Total:	**86.20**
Warrant #: VW 00000396	**Payee Name: LAW OFFICE OF KATHRYN BRADFIELD LANAN**		
11CP0023	1101121000 - 5310000	Justice Administration - Supplies and Materials	19 90
11CP0023	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,095.25
		Warrant Total:	**1,115.15**
Warrant #: VW 00354608	**Payee Name: ABL MANAGEMENT INC**		
191599	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	16,839 53
191600	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	16,930 18

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
		Warrant Total:	**33,769.7**
Warrant #: VW 00354611	**Payee Name: ADOBE TITLE LLC**		
846292	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 0
		Warrant Total:	**12.0**
Warrant #: VW 00354612	**Payee Name: ALANIZ, SELINA A**		
318414 040912	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	341 2
		Warrant Total:	**341.2**
Warrant #: VW 00354615	**Payee Name: ALERT ALARM BURG AND FIRE PROT INC**		
697973	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
697975	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
697976	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
697977	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
698087	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 0
698153	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 0
698218	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
698219	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
698220	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
698311	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
698312	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
698313	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
698316	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50.0
698321	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
698761	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	135 0
698795	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 0
698802	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	240 0
698833	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
698852	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
698864	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155.00
698899	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
698906	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	100 00
698916	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
698917	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75.00
698951	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 00
698960	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
698966	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 00
698974	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	255 00
698978	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
698983	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	120 00
699009	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	225 00
699015	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
699018	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	45 00
699031	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
699032	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	160 00
699044	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	100 00
699047	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	70 00
699052	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 00
699065	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 00
699109	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
699114	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
699122	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	230 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
699162	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	240 0
699193	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	40 0
699224	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
699225	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
699244	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 0
		Warrant Total:	**4,995.0**

Warrant #: VW 00354616 **Payee Name: ALL AMERICA SALES CORPORATION**

61807	1101211101 - 5742000	Administration Sheriff Dept - Capital Outlay-Vehicles	1,597 8
		Warrant Total:	**1,597.8**

Warrant #: VW 00354617 **Payee Name: ALLEN, KAYLA**

032012 TRVL	1101127100 - 5310000	District Attorney - Supplies and Materials	8.0
032012 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	23 3
		Warrant Total:	**31.3**

Warrant #: VW 00354619 **Payee Name: AMBIT ENERGY LP**

903A8C4	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	83 1
		Warrant Total:	**83.1**

Warrant #: VW 00354623 **Payee Name: AMERSON, RODGER DAN**

11FD1144 032312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	200 0
12CP0019 031912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	450 0
12CP0023 032612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	200 0
		Warrant Total:	**850.0**

Warrant #: VW 00354625 **Payee Name: ARBITRAGE COMPLIANCE SPECIALISTS INC**

G2115	1101110000 - 5481000	General Government - Contract Service	40,050 0
		Warrant Total:	**40,050.0**

Warrant #: VW 00354627 **Payee Name: ASSET ACCEPTANCE CAPITAL CORP**

20104312CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**

Warrant #: VW 00354628 **Payee Name: AT&T MOBILITY**

2872348763060412	1101211121 - 5310001	Sheriff-Criminal Investigation - Depart Supplies-Non Cap	88 80
		Warrant Total:	**88.80**

Warrant #: VW 00354629 **Payee Name: AUDIO VISUAL TECHNOLGIES GROUP INC**

913487	1101159100 - 5750010	Information Technology - Video Services	772 75
		Warrant Total:	**772.75**

Warrant #: VW 00354631 **Payee Name: B.L. ALEXANDER ENTERPRISES INC**

8618	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,270 00
8620	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	845 00
		Warrant Total:	**2,115.00**

Warrant #: VW 00354633 **Payee Name: BALEKIAN HAYES PLLC**

20121671CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	155 00
		Warrant Total:	**155.00**

Warrant #: VW 00354634 **Payee Name: BARRETT DAFFIN FRAPPIER TURNER & ENGEL**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoun
2011915CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 0(
		Warrant Total:	**5.0(**
Warrant #: VW 00354642	**Payee Name: BENDER, NIKI**		
040212 MLG	1101291010 - 5496100	Emergency Management - Travel	122.1(
		Warrant Total:	**122.1(**
Warrant #: VW 00354643	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
11JV0099 031912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 5(
		Warrant Total:	**71.5(**
Warrant #: VW 00354644	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
06CR1826 032212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	256 75
12CR0581 022912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
12JV0038 031945	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**354.25**
Warrant #: VW 00354645	**Payee Name: BETA TECHNOLOGY INC**		
568987	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	179 00
568988	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	310 42
		Warrant Total:	**489.42**
Warrant #: VW 00354646	**Payee Name: BETTISON DOYLE APFFEL & GUARINO P.C.**		
2009508CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	11 00
		Warrant Total:	**11.00**
Warrant #: VW 00354647	**Payee Name: BEYOND IT INC**		
07CR1130 041012	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	1,353 13
		Warrant Total:	**1,353.13**
Warrant #: VW 00354649	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000497964	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 52
0855000498418	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	226 87
0855000510197	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	459 71
		Warrant Total:	**751.10**
Warrant #: VW 00354650	**Payee Name: BLEYL, AMY RUTH WILSON**		
11CP0038 041012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
11CP0082 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
12CP0024 041012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130.00
321156 040512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	130 00
		Warrant Total:	**877.50**
Warrant #: VW 00354653	**Payee Name: BRIGGS, LYNETTE**		
JAIL DKT 033012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00354654	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL30263	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	186 24
IL30397	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	547 61
		Warrant Total:	**733.85**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00354655	**Payee Name: BROWN, ADAM BANKS**		
11CR1620 040212	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	227 50
11CR2317 040312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	461 50
		Warrant Total.	**689.00**
Warrant #: VW 00354656	**Payee Name: BROWN, WENDY**		
MAR 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	51 62
		Warrant Total:	**51.62**
Warrant #: VW 00354659	**Payee Name: C JOHNNY ON THE SPOT INC**		
1867	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2058	1101610200 - 5481000	County Extension - Contract Service	60 00
2061	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2062	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2063	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2064	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2065	1101522020 - 5426181	Parks Department - Rental Porta Cans	160 00
2066	1101522020 - 5426181	Parks Department - Rental Porta Cans	130 00
2067	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00
2068	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2069	1101522020 - 5426181	Parks Department - Rental Porta Cans	50 00
2070	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
2072	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
2073	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2074	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2075	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
2076	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2077	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2078	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2079	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2080	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2081	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2082	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2083	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2084	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	70 00
2085	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	70 00
2086	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2087	1101522020 - 5426181	Parks Department - Rental Porta Cans	240 00
		Warrant Total:	**2,750.00**
Warrant #: VW 00354661	**Payee Name: CAMARATA, JOSEPH JR.**		
848902	1101000010 - 4414012	General Government - County Clerk Refund of Fees	20 00
		Warrant Total:	**20.00**
Warrant #: VW 00354662	**Payee Name: CANTRELL-AVLOES, VERONIQUE**		
MAR 2012 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	73 26
		Warrant Total:	**73.26**
Warrant #: VW 00354665	**Payee Name: CASTILLO, MARK A**		
11CR0565 032712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	416 00
		Warrant Total:	**416.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoun
Warrant #: VW 00354666	**Payee Name: CEASER, KENDRIC**		
MAR 2012 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 0(
		Warrant Total:	**1,800.0(**
Warrant #: VW 00354667	**Payee Name: CEDRICK L MUHAMMAD PC**		
10CR0425 040412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 2:
11CR0587 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 5(
11CR0587 FEB 16	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 7:
11CR1804 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 5(
12CR0147 040312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 5(
		Warrant Total:	**1,657.50**
Warrant #: VW 00354668	**Payee Name: CENTER FOR SCIENCE IN THE PUBLIC**		
BOOKS	1101610200 - 5310000	County Extension - Supplies and Materials	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00354669	**Payee Name: CENTERPOINT ENERGY**		
4753723 040412	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	1,068 00
		Warrant Total:	**1,068.00**
Warrant #: VW 00354670	**Payee Name: CERONSKY ROSEN & GARCIA P.C.**		
846254	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00354671	**Payee Name: CHAIR TAI CHI**		
BSC0412	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
DSC0412	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
		Warrant Total:	**160.00**
Warrant #: VW 00354672	**Payee Name: CHAMBERLAIN, HARDLICKA, WHITE,**		
20102961CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00354673	**Payee Name: CHAN, CONNIE**		
040512 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	96 00
040512 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	428 00
		Warrant Total:	**524.00**
Warrant #: VW 00354674	**Payee Name: CHAPA,RON**		
4/10-13/12	1101151300 - 5496100	County Auditor - Travel	86 00
		Warrant Total:	**86 00**
Warrant #: VW 00354675	**Payee Name: CHAPMAN, BRANDY**		
3/5/12 MLG	1101114000 - 5496301	County Clerk - Auto Mileage	10 40
		Warrant Total:	**10.40**
Warrant #: VW 00354677	**Payee Name: CHRISTIAN SMITH & JEWELL LLP**		
20103348CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00354680	**Payee Name: CITY OF GALVESTON**		
GAL 11 TIRZ	1101000000 - 4113014	General Fund - Reinv Zone Galveston #11	745,986 13

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
GAL 11 TIRZ	1101000000 - 4113015	General Fund - Reinv Zone Galveston #12	100,358 9
GAL 11 TIRZ	1101000000 - 4113016	General Fund - Reinv Zone Galveston #13	243,080 0
GAL 11 TIRZ	1101000000 - 4113020	General Fund - Reinv Zone Galveston #14	528,808 8
		Warrant Total:	**1,618,233.9**

Warrant #: VW 00354681 **Payee Name: CITY OF GALVESTON**

341111 3/12	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 0
564320	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	62 2
		Warrant Total:	**162.2**

Warrant #: VW 00354682 **Payee Name: CITY OF LA MARQUE**

0003415 032312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	166 5
160010852 040212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	17 8
160010853 042612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	87 1
160010854 040212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	68 5
		Warrant Total:	**340.0**

Warrant #: VW 00354683 **Payee Name: CITY OF LEAGUE CITY**

LC TIRZ #2	1101000000 - 4113023	General Fund - Reinv Zone League City #2	1,228,348 2
LC TIRZ #2	1101000000 - 4113024	General Fund - Reinv Zone League City #3	281,722 5
LC TIRZ #2	1101000000 - 4113025	General Fund - Reinv Zone League City #4	18,397 7
		Warrant Total:	**1,528,468.5**

Warrant #: VW 00354684 **Payee Name: CITY OF LEAGUE CITY**

3811	1101522020 - 5737092	Parks Department - WHP Paddle Trail	19,900 0
		Warrant Total:	**19,900.0**

Warrant #: VW 00354685 **Payee Name: CITY OF TEXAS CITY**

1961074053	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	6 75
2349182536 03291	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	41 41
2614887883 32912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1,011 59
2615087885 04131	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	11 70
2801678663 0312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	181 49
		Warrant Total:	**1,252.94**

Warrant #: VW 00354686 **Payee Name: CITY OF TEXAS CITY**

TC TIRZ #1	1101000000 - 4113035	General Fund - Reinv Zone Texas City #1	1,287 68
		Warrant Total:	**1,287.68**

Warrant #: VW 00354687 **Payee Name: CLARK, DIANE**

11CP0044 030612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104.00
		Warrant Total:	**104.00**

Warrant #: VW 00354693 **Payee Name: COASTAL SURVEYING OF TEXAS**

848565	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**

Warrant #: VW 00354694 **Payee Name: COLTZER, ROBERT G**

12CR0808 040912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	180 00
		Warrant Total:	**180.00**

Warrant #: VW 00354695 **Payee Name: CONZ, GLORIA**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoun
MAR 2012	1101451110 - 5481000	Senior Citizens - Contract Service	750 0(
		Warrant Total:	**750.0(**
Warrant #: VW 00354696		**Payee Name: COOK, DAVID**	
11CR2474 032612	1101121000 - 5310000	Justice Administration - Supplies and Materials	4 3(
11CR2474 032612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 5(
		Warrant Total:	**621.8(**
Warrant #: VW 00354698		**Payee Name: COX, ELAINE**	
MAR 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	67 71
		Warrant Total:	**67.71**
Warrant #: VW 00354700		**Payee Name: CRESCENT ENGINEERING COMPANY INC**	
L3255	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	142 54
L3256	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	141 86
L3257	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	543 44
L3295	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	415 93
		Warrant Total:	**1,243.77**
Warrant #: VW 00354701		**Payee Name: CRICK, MICHAEL J.**	
849693	1101000010 - 4414012	General Government - County Clerk Refund of Fees	9 00
		Warrant Total:	**9.00**
Warrant #: VW 00354703		**Payee Name: DAHLENBURG, MICHAEL L**	
11CP0054 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	364 00
11CP0074 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
11CP0080 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**1,014.00**
Warrant #: VW 00354704		**Payee Name: DAHLENBURG, MICHAEL L**	
11CP0001 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	572 00
		Warrant Total:	**572.00**
Warrant #: VW 00354705		**Payee Name: DANESI OUTDOOR SERVICES**	
14	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,002.00
15	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,002.00
16	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,002 00
17	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,002 00
18	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,002 00
19	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,002 00
20	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
21	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
22	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984.00
		Warrant Total:	**8,964.00**
Warrant #: VW 00354706		**Payee Name: DAUGHTRY & JORDAN PC**	
20121616CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
20121676CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
20121719CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
20121736CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
20121845CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**35.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoun
Warrant #: VW 00354708	**Payee Name: DAVIS III, NEAL**		
08CR3041 021712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,445.0
		Warrant Total:	**3,445.0**
Warrant #: VW 00354711	**Payee Name: DAVISON, AMRI**		
040312 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 6
		Warrant Total:	**126.6**
Warrant #: VW 00354712	**Payee Name: DAVISON,ULYNDA**		
8669	1101000050 - 4471011	Culture and Recreation - User Fees - Carbide Park	60 0
		Warrant Total:	**60.0**
Warrant #: VW 00354713	**Payee Name: DEVLIN NAYLOR & TURBYFILL**		
2011946CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5.00
		Warrant Total:	**5.00**
Warrant #: VW 00354715	**Payee Name: DIAZ, MARK A**		
10CR0292 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	5,297 50
11CR0121 040312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422.50
11CR1535 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455.00
12CR0364 031312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97.50
12CR0847 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195.00
		Warrant Total:	**6,467.50**
Warrant #: VW 00354716	**Payee Name: DIBRELL III, JUDGE C G**		
041212 SRVC	1101121000 - 5499302	Justice Administration - Second Admin Dist	269.28
		Warrant Total:	**269.28**
Warrant #: VW 00354719	**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**		
9821	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	267.50
9826	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	890.00
9826 040412	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	890.00
		Warrant Total:	**2,047.50**
Warrant #: VW 00354720	**Payee Name: DRIGGS TITLE AGENCY INC.**		
874 ESCROW	1101000010 - 4414012	General Government - County Clerk Refund of Fees	122.00
		Warrant Total:	**122.00**
Warrant #: VW 00354721	**Payee Name: DUCOTE, JAMES**		
06FD2664 032612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	281.45
		Warrant Total:	**281.45**
Warrant #: VW 00354722	**Payee Name: DUCOTE, JEREMY B**		
11CR1509 040312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455.00
11CR2888 040412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552.50
		Warrant Total:	**1,007.50**
Warrant #: VW 00354724	**Payee Name: DUSHANE, BRENDA**		
06CP0105 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	494 00
12CP0014 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84.50
		Warrant Total:	**578.50**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
Warrant #: VW 00354726	**Payee Name: ELLIS, SABRINA E.**		
APR 2012 SRVC	1101121000 - 5481000	Justice Administration - Contract Service	300 0
		Warrant Total:	**300.0**
Warrant #: VW 00354727	**Payee Name: ENTERGY**		
2253364 040212	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	2,363 9
3571159 033012	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	190 9
3626535 033012	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	5 0
		Warrant Total:	**2,559.8**
Warrant #: VW 00354730	**Payee Name: FAULIN, DOUGLAS E**		
040412 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	1,548 0
		Warrant Total:	**1,548.0**
Warrant #: VW 00354731	**Payee Name: FAUS, SALVADOR**		
09CR1695A 041012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 7
11CR2845 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 7
		Warrant Total:	**617.5**
Warrant #: VW 00354733	**Payee Name: FINEGAN, SAMUEL K**		
316204 040312	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 0
317425 033012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	357 5
		Warrant Total:	**552.5**
Warrant #: VW 00354734	**Payee Name: FIRST CHOICE POWER**		
1201418515	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	91 31
		Warrant Total:	**91.31**
Warrant #: VW 00354738	**Payee Name: FOWLER, JANA K**		
040512 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	379 92
		Warrant Total:	**379.92**
Warrant #: VW 00354739	**Payee Name: FROST NATIONAL BANK**		
850567	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00354740	**Payee Name: FULTON & WELCH ATTORNEYS AT LAW PLLC**		
317265 040312	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	422 50
		Warrant Total:	**422.50**
Warrant #: VW 00354741	**Payee Name: G & K SERVICES**		
1030829387	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	35 00
1030832902	1101451110 - 5426106	Senior Citizens - Uniform Leasing	37 70
1030833060	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	35 00
1030835322	1101522020 - 5312101	Parks Department - Uniform Expense	35 00
1030835329	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	35 32
1030838812	1101451110 - 5426106	Senior Citizens - Uniform Leasing	37 70
1030841201	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	35 00
		Warrant Total:	**250.72**
Warrant #: VW 00354743	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
040512 TRVL	1101211132 - 5496153	M.H M R -Sheriff - In-State Transport	50 54

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoui
329487	1101211150 - 5496156	Warrants-Sheriff's Department - Prisoner Extradition Trav	110 8
		Warrant Total:	**161.3**
Warrant #: VW 00354744		**Payee Name: GALVESTON COUNTY WCID #1**	
120050039 040912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34 6
30064065 040212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	174.0
		Warrant Total:	**208.7**
Warrant #: VW 00354747		**Payee Name: GAMMA WASTE SYSTEMS**	
31443	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	140 0
		Warrant Total:	**140.0**
Warrant #: VW 00354748		**Payee Name: GARY LEE ATTORNEY PLLC**	
20102176CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 0
		Warrant Total:	**5.0**
Warrant #: VW 00354749		**Payee Name: GELB, JEFFREY**	
12CR0541 033012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 5
		Warrant Total:	**292.5**
Warrant #: VW 00354750		**Payee Name: GILLMAN, MICHAEL DAVID**	
10CR1748 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 0
11CR2551 041012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	877 5
JAIL DKT 040512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 0
		Warrant Total:	**2,282.50**
Warrant #: VW 00354752		**Payee Name: GO ACCESSORIES**	
242	1101291010 - 5310000	Emergency Management - Supplies and Materials	55 00
		Warrant Total:	**55.00**
Warrant #: VW 00354754		**Payee Name: GOLDSBERRY & ASSOCIATES PLLC**	
11CP0061 031512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**65.00**
Warrant #: VW 00354755		**Payee Name: GOLDSBERRY & ASSOCIATES PLLC**	
10FD2987 040412	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	65 00
JAIL DKT 033012	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**1,015.00**
Warraut #: VW 00354756		**Payee Name: GOVDEALS INC**	
918012012	1101000000 - 2295011	General Fund - Due to Website Auctioneer	1,408 80
		Warrant Total:	**1,408.80**
Warrant #: VW 00354757		**Payee Name: GRAKK INC**	
14833	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,498.00
		Warrant Total:	**1,498.00**
Warrant #: VW 00354762		**Payee Name: GREEN MOUNTAIN ENERGY CO**	
41483011	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	118 80
		Warrant Total:	**118.80**
Warrant #: VW 00354763		**Payee Name: GULFSIDE OVERHEAD DOOR COMPANY**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
244	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	202 50
481	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,500 00
500	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	156 00
		Warrant Total:	**1,858 50**
Warrant #: VW 00354765	**Payee Name: H. BRAD PARKER P.C.**		
20102965CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	32 00
		Warrant Total:	**32.00**
Warrant #: VW 00354767	**Payee Name: HAYS MCCONN RICE AND PICKERING PC**		
20103223CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00354768	**Payee Name: HEARST NEWSPAPERS PARTNERSHIP LP**		
10657881 032512	1101151600 - 5317000	County Treasurer - Books & Periodicals	312 00
		Warrant Total:	**312.00**
Warrant #: VW 00354769	**Payee Name: HEERMANS, THOMAS MATHEW**		
08CR0756 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00354771	**Payee Name: HENRY, THERESA**		
309778 032812	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	373 75
317521 033012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	243 75
		Warrant Total:	**617.50**
Warrant #: VW 00354772	**Payee Name: HERNANDEZ, SUSAN**		
MAR 2012 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	31 08
		Warrant Total:	**31.08**
Warrant #: VW 00354774	**Payee Name: HINDMAN, MARGARET**		
10CR2876 040412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	4,062 50
11CR2185 040912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**4,322.50**
Warrant #: VW 00354775	**Payee Name: HOME DEPOT**		
6172973	1101522020 - 5428000	Parks Department - Grounds Maintenance	340 95
		Warrant Total:	**340.95**
Warrant #: VW 00354776	**Payee Name: HOME DEPOT**		
8162915	1101522020 - 5428000	Parks Department - Grounds Maintenance	47 55
		Warrant Total:	**47.55**
Warrant #: VW 00354777	**Payee Name: HOUSTON EQUIPMENT COMPANY**		
82255	1101123700 - 5310000	Justice Court Pct #7 - Supplies and Materials	138 00
82473	1101123200 - 5310000	Justice Court Pct #2 - Supplies and Materials	159 50
		Warrant Total:	**297.50**
Warrant #: VW 00354782	**Payee Name: HUGHES WATTERS & ASKANASE LLP**		
20114209CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00354783	**Payee Name: HULL & ASSOCIATES P.C.**		
20114367-47572	1101000010 - 4414012	General Government - County Clerk Refund of Fees	15 00
20114792CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
20114855CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**30.00**
Warrant #: VW 00354784	**Payee Name: IBRAHIM & ELLIOTT LLP**		
09CR2933A 033012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00354785	**Payee Name: INDEPENDENCE TITLE**		
844329	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00354789	**Payee Name: IRESON & WEIZEL PLLC**		
20102853CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	32.00
		Warrant Total:	**32.00**
Warrant #: VW 00354790	**Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO**		
23905	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00354793	**Payee Name: JACK O'BOYLE & ASSOCIATES**		
20113713CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00354794	**Payee Name: JACKSON, CALVIN C**		
12CR0067 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50
		Warrant Total:	**422.50**
Warrant #: VW 00354795	**Payee Name: JACKSON, ERIN LARENA**		
12CR0167 040912	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	90 00
		Warrant Total:	**90.00**
Warrant #: VW 00354797	**Payee Name: JALUFKA, GAIL**		
032612 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	84 00
040512 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	1,572 00
		Warrant Total:	**1,656.00**
Warrant #: VW 00354798	**Payee Name: JANNETT, COREY**		
3/28/12 MLG	1101155000 - 5496301	Human Resources - Auto Mileage	30 65
		Warrant Total:	**30.65**
Warrant #: VW 00354800	**Payee Name: JONES, STACEY LEE**		
11CR0683 012712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	991 25
11CR3029 012712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75
		Warrant Total:	**1,495.00**
Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	1101000000 - 1800005	General Fund - P Crd #1504	47 97
APRIL 2012 STMT	1101000000 - 1800009	General Fund - P Crd #5147	-100 00
APRIL 2012 STMT	1101000000 - 1800011	General Fund - P Crd #5303	19 95

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
APRIL 2012 STMT	1101000000 - 1800020	General Fund - P Crd #8745	78 4
APRIL 2012 STMT	1101000000 - 1800022	General Fund - P Crd #7436	139 9
APRIL 2012 STMT	1101000000 - 1800024	General Fund - P Crd #4219	42 9
APRIL 2012 STMT	1101000000 - 1800030	General Fund - P Crd #5256	101 8
APRIL 2012 STMT	1101000000 - 1800033	General Fund - P Crd #8334	127 6
APRIL 2012 STMT	1101000000 - 1800036	General Fund - P Crd #7247	769 8
APRIL 2012 STMT	1101000000 - 1800038	General Fund - P Crd #7221	382 1
APRIL 2012 STMT	1101000000 - 1800039	General Fund - P Crd #7388	19,967 5
APRIL 2012 STMT	1101000000 - 1800051	General Fund - P Crd #5647	39,962 0
APRIL 2012 STMT	1101000000 - 1800052	General Fund - P Crd #4517	43 2
APRIL 2012 STMT	1101000000 - 1800055	General Fund - P Crd #4475	786 6
APRIL 2012 STMT	1101000000 - 1800056	General Fund - P Crd #4509	1,537 6
APRIL 2012 STMT	1101000000 - 1800071	General Fund - P Card #4653	118 9
APRIL 2012 STMT	1101000000 - 1800086	General Fund - P Card #3427	537 1
APRIL 2012 STMT	1101000000 - 1800087	General Fund - P Card #2192	449 0
APRIL 2012 STMT	1101000000 - 1800090	General Fund - P Card #1421	749 5
APRIL 2012 STMT	1101000000 - 1800094	General Fund - P Card #6304	7,368 0
APRIL 2012 STMT	1101000000 - 1800095	General Fund - P Card #6129	272 4
APRIL 2012 STMT	1101000000 - 1800097	General Fund - P Card #6650	9,931 3
APRIL 2012 STMT	1101000000 - 1800098	General Fund - P Card #1654	594 0
APRIL 2012 STMT	1101000000 - 1800101	General Fund - P Card #5468	106,665 7
APRIL 2012 STMT	1101000000 - 1800105	General Fund - P Card #1173	1,435 01
APRIL 2012 STMT	1101000000 - 1800106	General Fund - P Card #1199	45 0
APRIL 2012 STMT	1101000000 - 1800111	General Fund - P Card #4246	73 9
APRIL 2012 STMT	1101000000 - 1800115	General Fund - P Card #5749	1,213 6
APRIL 2012 STMT	1101000000 - 1800117	General Fund - P Card #4746	232 05
APRIL 2012 STMT	1101000000 - 1800123	General Fund - P Crd #6093	30 00
APRIL 2012 STMT	1101000000 - 1800124	General Fund - P Crd #9216	125 00
APRIL 2012 STMT	1101000000 - 1800128	General Fund - P Card #6407	12,752 55
APRIL 2012 STMT	1101000000 - 1800132	General Fund - P Card #3474	648 36
APRIL 2012 STMT	1101000000 - 1800134	General Fund - P Card #6865	96 24
APRIL 2012 STMT	1101000000 - 1800137	General Fund - P Card #6153	281 98
APRIL 2012 STMT	1101000000 - 1800138	General Fund - P Card #0858	96.40
APRIL 2012 STMT	1101000000 - 1800139	General Fund - P Card #9373	513 00
APRIL 2012 STMT	1101000000 - 1800141	General Fund - P Card #7980	978 94
APRIL 2012 STMT	1101000000 - 1800143	General Fund - P Card #7937	430 67
APRIL 2012 STMT	1101000000 - 1800144	General Fund - P Card #0081	210 00
APRIL 2012 STMT	1101000000 - 1800146	General Fund - P Card #0040	5 89
APRIL 2012 STMT	1101000000 - 1800147	General Fund - P Card #0057	60 40
APRIL 2012 STMT	1101000000 - 1800148	General Fund - P Card #2350	389 13
APRIL 2012 STMT	1101000000 - 1800149	General Fund - P Card #2202	635.45
APRIL 2012 STMT	1101000000 - 1800151	General Fund - P Card #2285	4,723 61
APRIL 2012 STMT	1101000000 - 1800152	General Fund - P Card #2301	576 30
APRIL 2012 STMT	1101000000 - 1800153	General Fund - P Card #2244	95 69
APRIL 2012 STMT	1101000000 - 1800154	General Fund - P Card #0045	-342 91
APRIL 2012 STMT	1101000000 - 1800158	General Fund - P Card #3896	2,635 75
APRIL 2012 STMT	1101000000 - 1800160	General Fund - P Card #3862	590 21
APRIL 2012 STMT	1101000000 - 1800162	General Fund - P Card #3813	179 05
APRIL 2012 STMT	1101000000 - 1800167	General Fund - P Card #5683	460 48
APRIL 2012 STMT	1101000000 - 1800168	General Fund - P Card #5691	412 27
APRIL 2012 STMT	1101000000 - 1800169	General Fund - P Card #2369	93 87
APRIL 2012 STMT	1101000000 - 1800181	General Fund - P Card #9936	74 73
APRIL 2012 STMT	1101000000 - 1801006	General Fund - P Crd #9482	6,734 79
APRIL 2012 STMT	1101000000 - 1801028	General Fund - P Crd #4344	412 76

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
APRIL 2012 STMT	1101000000 - 1801029	General Fund - P Crd #8024	1,170 4
APRIL 2012 STMT	1101000000 - 1801030	General Fund - P Crd #0043	258 6
APRIL 2012 STMT	1101000000 - 1801034	General Fund - P Crd #7451	230 1
APRIL 2012 STMT	1101000000 - 1801039	General Fund - P Crd #8030	130 3
APRIL 2012 STMT	1101000000 - 1801051	General Fund - P Crd #0876	108 3
APRIL 2012 STMT	1101000000 - 1801066	General Fund - P Crd #0475	103 9
APRIL 2012 STMT	1101000000 - 1801073	General Fund - P Crd #9763	30 5
APRIL 2012 STMT	1101000000 - 1801074	General Fund - P Crd #9714	21 9
APRIL 2012 STMT	1101000000 - 1801100	General Fund - P Card #5961	199 9
APRIL 2012 STMT	1101000000 - 1801107	General Fund - P Card #5987	880 0
APRIL 2012 STMT	1101000000 - 1801115	General Fund - P Card #0861	494.9
APRIL 2012 STMT	1101000000 - 1801120	General Fund - P Card #0308	284 7
APRIL 2012 STMT	1101000000 - 1801121	General Fund - P Card #0316	38 1
APRIL 2012 STMT	1101000000 - 1801126	General Fund - P Card #4212	428 0
APRIL 2012 STMT	1101000000 - 1801128	General Fund - P Card #4154	309 2
APRIL 2012 STMT	1101000000 - 1801129	General Fund - P Card #4188	454 0
APRIL 2012 STMT	1101000000 - 1801139	General Fund - P Crd #0135	204 7
APRIL 2012 STMT	1101000000 - 1801141	General Fund - P Crd #7885	227 3
APRIL 2012 STMT	1101000000 - 1801174	General Fund - P Card #0066	73 1
APRIL 2012 STMT	1101000000 - 1801178	General Fund - P Card #0832	70 1
APRIL 2012 STMT	1101000000 - 1801179	General Fund - P Card #9768	218 6
APRIL 2012 STMT	1101000000 - 1801180	General Fund - P Card #4116	41 2
APRIL 2012 STMT	1101000000 - 1801192	General Fund - P Card #7044	107 6
APRIL 2012 STMT	1101000000 - 1801193	General Fund - P Card #4628	154 4
APRIL 2012 STMT	1101000000 - 1801196	General Fund - P Card #2947	184 74
APRIL 2012 STMT	1101000000 - 1803011	General Fund - P Crd #3495	205 15
APRIL 2012 STMT	1101000000 - 1803015	General Fund - P Card #2319	118.26
APRIL 2012 STMT	1101000000 - 1803020	General Fund - P Card #6842	337 93
APRIL 2012 STMT	1101000000 - 1803021	General Fund - P Card #4721	206 30
APRIL 2012 STMT	1101000000 - 1804007	General Fund - P Card #4283	276.58
APRIL 2012 STMT	1101000000 - 1804008	General Fund - P Card 9006	1,345.36
APRIL 2012 STMT	1101000000 - 1809003	General Fund - P Card #0640	56 37
APRIL 2012 STMT	1101000000 - 1809006	General Fund - P Card #9362	1,247 42
APRIL 2012 STMT	1101000000 - 1809008	General Fund - P Card #3636	152 75
APRIL 2012 STMT	1101000000 - 1809009	General Fund - P Card #1793	-72 00
		Warrant Total:	**237,794.10**

Warrant #: VW 00354803 **Payee Name: KENNIE, MARGARET**

3/27-4/11/12 SRV	1101121000 - 5481000	Justice Administration - Contract Service	960 00
		Warrant Total:	**960.00**

Warrant #: VW 00354804 **Payee Name: KIESCHNICK, JONATHAN C**

08CR2550A 040412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**

Warrant #: VW 00354806 **Payee Name: KINGWOOD COMMUNITY**

3501 25TH AV 113	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00354808 **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**

2023	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	135 48
2024	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	779 44
2025	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,423 17

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoun
2026	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,004 12
		Warrant Total:	**3,342.22**
Warrant #: VW 00354811	**Payee Name: LAHENS-ABNER LAW OFFICE**		
321382 040412	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	211 25
		Warrant Total:	**211.25**
Warrant #: VW 00354812	**Payee Name: LANIER LAW FIRM**		
20121073CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	30 00
		Warrant Total:	**30.00**
Warrant #: VW 00354815	**Payee Name: LAW OFFICE OF AMY MARTIN**		
10CR2264 071412	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	4,893 75
		Warrant Total:	**4,893.75**
Warrant #: VW 00354816	**Payee Name: LAW OFFICE OF CS HALL PLLC**		
11CR1989 041012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75
		Warrant Total:	**503.75**
Warrant #: VW 00354817	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
11CR2558 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	666 25
		Warrant Total:	**666.25**
Warrant #: VW 00354818	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
10CP0057 031512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
10CP0118 031612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	188 50
11CP0061 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
11CP0065 031512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
		Warrant Total:	**429.00**
Warrant #: VW 00354819	**Payee Name: LAW OFFICE OF PAUL B KENNEDY**		
07CR0451 040312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00354820	**Payee Name: LAW OFFICE OF PHILLIP M. DAVIS**		
307011 040512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00354821	**Payee Name: LAW OFFICES OF DAVID P WALKER PC**		
11CR1327 032812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	383 50
11CR1693 041212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,066 00
		Warrant Total:	**1,449.50**
Warrant #: VW 00354822	**Payee Name: LAW OFFICES OF SUSAN M EDMONSON PLLC**		
09CP0003 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	13 00
09CP0014 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
09CP0054 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
10CP0076 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
10CP0080 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	19 50
10CP0096 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
10CP0104 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
10CP0116 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	936 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoun
11CP0016 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	91 0
11CP0019 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	45 5
11CP0044 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	328 2
11CP0055 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	565 5
11CP0056 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 5
11CP0066 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 0
11CP0084 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 2
11CP0085 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	461 5
12CP0002 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,189 5
12CP0012 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	19 5
		Warrant Total:	**5,986.5**

Warrant #: VW 00354825 **Payee Name: LEWIS & LEWIS ATTORNEYS AT LAW PLLC**

20121646CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	34.0
		Warrant Total:	**34.00**

Warrant #: VW 00354826 **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**

183323	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	13 00
183373	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	402 45
183504	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	122 43
183512	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	67 75
183521	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	50 86
183540	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
183550	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	366 76
183577	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	160 88
183600	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31 25
183606	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	211 37
183641	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
183655	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	52 28
183670	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	250 00
183684	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	45 09
183701	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	263 84
183743	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
183747	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
		Warrant Total:	**2,239.88**

Warrant #: VW 00354827 **Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**

MAR 12 JP3 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	7,002 35
		Warrant Total:	**7,002.35**

Warrant #: VW 00354828 **Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**

MAR 12 JP8-2FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	1,486 25
		Warrant Total:	**1,486.25**

Warrant #: VW 00354829 **Payee Name: LOVE, PAUL**

11CR0145 040912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	5,248 75
		Warrant Total:	**5,248.75**

Warrant #: VW 00354830 **Payee Name: LSI TITLE AGENCY, INC.**

847634	1101000010 - 4414012	General Government - County Clerk Refund of Fees	40 00
		Warrant Total:	**40.00**

Warrant #: VW 00354831 **Payee Name: M BRUCE FORT PC**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
11JV0113 020112	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	1,800 0
		Warrant Total:	**1,800.0**
Warrant #: VW 00354832	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
11CR3072 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	219 0
305409 040512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	37 0
		Warrant Total:	**256.1**
Warrant #: VW 00354833	**Payee Name: MABRY HERBECK & ROBERTS**		
20121851CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	86 0
		Warrant Total:	**86.0**
Warrant #: VW 00354834	**Payee Name: MABRY HERBECK & ROBERTS**		
20102951CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 0
		Warrant Total:	**5.0**
Warrant #: VW 00354835	**Payee Name: MAGNUSON HARDWARE LP**		
4928	1101544042 - 5310001	Beach Maintenance-Rd & Bridge - Depart Supplies-Non Cap F	565 0
		Warrant Total:	**565.0**
Warrant #: VW 00354836	**Payee Name: MAILFINANCE INC**		
N3187634	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	3,541 8
		Warrant Total:	**3,541.8**
Warrant #: VW 00354840	**Payee Name: MALONEY & PARKS LLP**		
11CR1967 041012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 0
		Warrant Total:	**195.0**
Warrant #: VW 00354841	**Payee Name: MANSIONS AT MOSES LAKE**		
2211 34TH ST 120	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 0
		Warrant Total:	**100.0**
Warrant #: VW 00354842	**Payee Name: MARION, WILLIAM DAVID**		
11CP0038 032712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	624 00
11CP0049 032712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
11CP0061 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	45 50
11CP0065 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	39 00
12CP0023 032312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
		Warrant Total:	**929.50**
Warrant #: VW 00354843	**Payee Name: MARK 1 PLUMBING INC**		
1054	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	550 00
1055	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,491.00
1057	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	250 00
1059	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	205 00
1060	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	205 00
		Warrant Total:	**2,701.00**
Warrant #: VW 00354845	**Payee Name: MARTIN, GEORGE D.**		
2012921CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	25 00
		Warrant Total:	**25.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
Warrant #: VW 00354846	**Payee Name: MASTER WORD SERVICE INC**		
48918	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	2,904 3
49041	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	2,283 2
49205	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	1,445 7
		Warrant Total:	**6,633.3**
Warrant #: VW 00354847	**Payee Name: MATHESON TRI-GAS INC**		
04421444	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	214 9
		Warrant Total:	**214.91**
Warrant #: VW 00354848	**Payee Name: MAURO, FRANK L.**		
20102024CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 0
		Warrant Total:	**5.0**
Warrant #: VW 00354850	**Payee Name: MCLEOD ALEXANDER POWEL & APFFEL PC**		
11CP0049 032012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	923 00
		Warrant Total:	**923.00**
Warrant #: VW 00354859	**Payee Name: MITCHELL CHUOKE PLUMBING CO**		
8145	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	800 00
		Warrant Total:	**800.00**
Warrant #: VW 00354860	**Payee Name: MONTY NICHOLS INC**		
36490	1101190100 - 5310000	County Engineer - Supplies and Materials	155 68
		Warrant Total:	**155.68**
Warrant #: VW 00354861	**Payee Name: MORRIS, PHILLIP W**		
11CR2345 032812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	845 00
12CR0361 040412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**1,300.00**
Warrant #: VW 00354862	**Payee Name: MUELLER, DINAH J**		
10CP0057 030912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	213 61
		Warrant Total:	**213.61**
Warrant #: VW 00354866	**Payee Name: NEOPOST USA INC**		
13654610	1101159100 - 5310000	Information Technology - Supplies and Materials	138 00
		Warrant Total:	**138.00**
Warrant #: VW 00354868	**Payee Name: NICHOLSON, CONNIE**		
MAR 2012 MLG	1101440100 - 5496301	Community Services - Auto Mileage	74 93
		Warrant Total:	**74.93**
Warrant #: VW 00354870	**Payee Name: OLYMPIA BUSINESS SYSTEMS, INC.**		
645331	1101151600 - 5310000	County Treasurer - Supplies and Materials	110 00
		Warrant Total:	**110.00**
Warrant #: VW 00354874	**Payee Name: ONEOK INC**		
117946945 032612	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	54 57
1405266 032612	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 00
141057664 032612	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 27
163076745 032112	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	2,646 56

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
164634518 032012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	11,128 05
165199073 032012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	4,348.50
165339436 032012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	10,601 09
235817809 031912	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	312 97
		Warrant Total:	**29,123.01**

Warrant #: VW 00354875 **Payee Name: ONEOK INC**

9124086501177894	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	22 15
		Warrant Total:	**22.15**

Warrant #: VW 00354878 **Payee Name: OWEN ELECTRIC SUPPLY**

3975444607	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	148 33
		Warrant Total:	**148.33**

Warrant #: VW 00354879 **Payee Name: PALMER, TRACIE BONHAM**

20121110CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5.00
		Warrant Total:	**5.00**

Warrant #: VW 00354881 **Payee Name: PARKS, TAMRA**

040412 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	506 56
041112 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	506 56
		Warrant Total:	**1,013.12**

Warrant #: VW 00354883 **Payee Name: PI SERVICES**

10CR2264 031512	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	3,736.20
		Warrant Total:	**3,736.20**

Warrant #: VW 00354884 **Payee Name: PORT SUPPLY**

3225	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	187 19
		Warrant Total:	**187.19**

Warrant #: VW 00354885 **Payee Name: PUENTES, ERICA**

MAR 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	351 87
		Warrant Total:	**351.87**

Warrant #: VW 00354891 **Payee Name: RHOADS, KENDRA**

8105	1101000050 - 4473025	Culture and Recreation - Rental Fee Dickson Sr Center	130 00
		Warrant Total:	**130.00**

Warrant #: VW 00354892 **Payee Name: ROADY, JACK**

2/8/-9/12 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	224 22
		Warrant Total:	**224.22**

Warrant #: VW 00354894 **Payee Name: ROELL, HOLLY C**

07CR2888 040412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
10CR1506 040312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**975.00**

Warrant #: VW 00354895 **Payee Name: ROMERO LAW FIRM PC**

10CP0074	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130.00
10CP0118 040912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
11CP0054 031312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	174 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
11CP0054 040912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	26 0
12CP0024 032912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	252 0
		Warrant Total:	**842.0**
Warrant #: VW 00354898	**Payee Name: ROSENBERG LIBRARY**		
307	1101440100 - 5461012	Community Services - Co Library System Overhead	45,083.3
		Warrant Total:	**45,083 3**
Warrant #: VW 00354900	**Payee Name: SAENZ, ALVIN N**		
11CR2157 032212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	4,095 0
		Warrant Total:	**4,095.0**
Warrant #: VW 00354901	**Payee Name: SAN LEON MUNICIPAL UTILITY DIST**		
10353195 032912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	63 7
		Warrant Total:	**63.7**
Warrant #: VW 00354903	**Payee Name: SANTA FE AUTO PARTS INC**		
82553	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	101 2
82673	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	38 1
86342	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	900.0
87023	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	900 0
87275	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	6 9
		Warrant Total:	**1,946.28**
Warrant #: VW 00354904	**Payee Name: SCHWAB, TAYLOR**		
12CR0432 040412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	364 00
12JV0003 040512	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	390.00
		Warrant Total:	**754.00**
Warrant #: VW 00354905	**Payee Name: SEARS & BENNETT LLP**		
11CR0072 033012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,388 75
		Warrant Total:	**2,388.75**
Warrant #: VW 00354906	**Payee Name: SHATTUCK, BOB**		
PR0072978	1101443100 - 5413000	Indigent Care & Medication - Prof Serv Legal Fees	393 75
PR0072979	1101443100 - 5413000	Indigent Care & Medication - Prof Serv Legal Fees	568 75
		Warrant Total:	**962.50**
Warrant #: VW 00354907	**Payee Name: SHEARN MOODY PLAZA CORP**		
033112 4TH FLR	1101110000 - 5426250	General Government - Rental Office Space	23,681.49
033112 5TH FLR	1101110000 - 5426250	General Government - Rental Office Space	27,600 32
		Warrant Total:	**51,281.81**
Warrant #: VW 00354910	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
27892	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	245 72
		Warrant Total:	**245.72**
Warrant #: VW 00354912	**Payee Name: SMITH, MEGHANN**		
317076 033012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	390 00
318669 033012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162 50
		Warrant Total:	**552.50**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
Warrant #: VW 00354914	**Payee Name: SOLUTIONS4SURE.COM INC**		
B12039273V1	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	185 2
		Warrant Total:	**185.2**
Warrant #. VW 00354915	**Payee Name: SOUTHERN COMPUTER WAREHOUSE**		
IN0000008941	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	130 2
IN0000009047	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	61 8
		Warrant Total:	**192.0**
Warrant #: VW 00354917	**Payee Name: STACEY VALDEZ & ASSOCIATES PLLC**		
09CR0654 032812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 0
		Warrant Total:	**260.0**
Warrant #: VW 00354920	**Payee Name: STEVENS, MARK W**		
11CR3110 040212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	370 5
9CR3901 031512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 5
		Warrant Total:	**481.0**
Warrant #: VW 00354922	**Payee Name: SUHLER, DAVID**		
10CR1215 032912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,865 0
		Warrant Total:	**2,865.0**
Warrant #: VW 00354924	**Payee Name: SULLIVAN, MISTY**		
MAR 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	586 6
		Warrant Total:	**586.6**
Warrant #: VW 00354925	**Payee Name: SUMMERLIN LAW FIRM PLLC**		
12CR0468 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	763 75
		Warrant Total:	**763.75**
Warrant #: VW 00354926	**Payee Name: SUN COAST RESOURCES INC**		
91209529	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,501 83
91261175	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,731 61
		Warrant Total:	**9,233.44**
Warrant #: VW 00354927	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
212431	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	20 89
212459	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	62 76
212465	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	10 42
212486	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	168 93
212489	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 98
212554	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	8 29
		Warrant Total:	**305.27**
Warrant #: VW 00354930	**Payee Name: TARLOW, NATHANIEL**		
20121136CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	38 00
		Warrant Total:	**38.00**
Warrant #: VW 00354931	**Payee Name: TAYLOR, ANGELA M**		
12CR0259 033012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
314234 032612	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	373 75

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
		Warrant Total:	**763.7**
Warrant #: VW 00354933	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
03CR3353 & 3354	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 0
07CR2888 032412	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 0
12CR0072 031412	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 0
12CR0191 032812	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200.0
		Warrant Total:	**4,800.0**
Warrant #: VW 00354937	**Payee Name: THE FRAZIER LAW FIRM, PC**		
12CR0580 031512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 2
		Warrant Total:	**81.2**
Warrant #: VW 00354938	**Payee Name: THOMA, JOHN**		
315459 033012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	440 0
		Warrant Total:	**440.0**
Warrant #: VW 00354939	**Payee Name: TORRES, ROBERTO**		
02FD0189 031912	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	65 00
95FD1530 031912	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	65 00
		Warrant Total:	**130.00**
Warrant #: VW 00354940	**Payee Name: TORRES, ROBERTO**		
11CR0481 040412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
		Warrant Total:	**585.00**
Warrant #: VW 00354941	**Payee Name: TREASURE ISLAND TROPHIES**		
46387	1101211101 - 5310000	Administration Sheriff Dept - Supplies and Materials	125 00
		Warrant Total:	**125.00**
Warrant #: VW 00354942	**Payee Name: TREE-MENDUS**		
3/22/12 SRVC	1101522020 - 5428010	Parks Department - Forestry Services	1,450 00
		Warrant Total:	**1,450.00**
Warrant #: VW 00354946	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100017849238	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00354947	**Payee Name: TYLER TECHNOLOGIES - THE SOFTWARE**		
0201602	1101159100 - 5754103	Information Technology - JLE Project	27,235 00
		Warrant Total:	**27,235.00**
Warrant #: VW 00354948	**Payee Name: TYRONE C MONCRIFFE & ASSOCIATES**		
10CR2264 031512	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	3,000 00
		Warrant Total:	**3,000.00**
Warrant #: VW 00354951	**Payee Name: UNGER & HERSHKOWITZ**		
11CR2319 FEB23	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
11CR3519 FEB23	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**845.00**
Warrant #: VW 00354952	**Payee Name: UTMB**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
708X24012071	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
708X24012072	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
		Warrant Total:	**1,600.00**

Warrant #: VW 00354953 **Payee Name: UTMB**

30001638383	1101211131 - 5412112	Identification Division - Sexual Assault Examination	632 05
		Warrant Total:	**632.05**

Warrant #: VW 00354956 **Payee Name: VICKERY, KAY**

MAR 2012 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	31 91
		Warrant Total:	**31.91**

Warrant #: VW 00354957 **Payee Name: VOICE4NET.C0M**

3225	1101159100 - 5481000	Information Technology - Contract Service	50 00
		Warrant Total:	**50.00**

Warrant #: VW 00354958 **Payee Name: WEBER, WINIFRED B**

09CR2949 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR3116 041012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**422.50**

Warrant #: VW 00354959 **Payee Name: WELSH, MATTHEW SEAN**

4/2-5/12 LDG RMB	1101190100 - 5496100	County Engineer - Travel	425 55
		Warrant Total:	**425.55**

Warrant #: VW 00354962 **Payee Name: WILSON, JOCELYN**

MAR 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	625 49
		Warrant Total:	**625.49**

Warrant #: VW 00354963 **Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**

318475 040512	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	247 01
348101 033012	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	414 38
		Warrant Total:	**661.39**

Warrant #: VW 00354964 **Payee Name: ZOLL, ERIKA SUSAN**

10CP0045 041012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	149 50
11CP0023 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390.00
11CP0032 041212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
316739 032312	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	390 00
319629 040512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162.50
		Warrant Total:	**1,170.00**

FUND 1101 TOTAL: 3,856,086.67

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00354780 **Payee Name: HOV SERVICES INC.**

0000291233	2102114020 - 5311202	County Clerk Records Mangement - Microfilm Supplies	949 87
		Warrant Total:	**949.87**

Warrant #: VW 00354936 **Payee Name: TEXAS STATE LIBRARY AND ARCHIVES**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amoun
206105	2102114020 - 5495100	County Clerk Records Mangement - Education	80 0(
		Warrant Total:	**80.0(**
		FUND 2102 TOTAL:	**1,029.8'**

FUND: 2131 DA Seized Funds Afte Aft 10/89

Warrant #: VW 00354892 **Payee Name: ROADY, JACK**

032112 MEALS	2131127132 - 5310000	DA Seized Funds Afte Aft 10/89 - Supplies and Materials	111 58
2/8/-9/12 TRVL	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	32 0(
		Warrant Total:	**143.58**
		FUND 2131 TOTAL:	**143.58**

FUND: 2205 Courthouse Security Fund

Warrant #: VW 00354741 **Payee Name: G & K SERVICES**

1030833059	2205295100 - 5312101	Courthouse Security - Uniform Expense	35 00
		Warrant Total:	**35.00**
		FUND 2205 TOTAL:	**35.00**

FUND: 2211 Law Library

Warrant #: VW 00354960 **Payee Name: WEST PUBLISHING CORPORATION**

824462537	2211129100 - 5317000	Law Library - Books & Periodicals	9,786 00
824701750	2211129100 - 5317000	Law Library - Books & Periodicals	2,636.41
		Warrant Total:	**12,422.41**
		FUND 2211 TOTAL:	**12,422.41**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00354623 **Payee Name: AMERSON, RODGER DAN**

12CP0027 041112	2212125300 - 5432011	Mediation Services - Mediation Services	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00354805 **Payee Name: KILGORE, JEFFREY A**

12CP0016 031912	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
12CP0017 031912	2212125300 - 5432011	Mediation Services - Mediation Services	100 00
12CP0024 032612	2212125300 - 5432011	Mediation Services - Mediation Services	100 00
		Warrant Total:	**550 00**
		FUND 2212 TOTAL:	**650.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00354613 **Payee Name: ALERE TOXICOLOGY SERVICES INC.**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
795895	2220255100 - 5481000	Adult Probation - Contract Service	2,344 0
		Warrant Total:	**2,344.0**
Warrant #: VW 00354618	**Payee Name: ALZAFARI, ERIC**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	184 2
		Warrant Total:	**184.2**
Warrant #: VW 00354641	**Payee Name: BELL, PAULA**		
FEB-MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	39 9
		Warrant Total:	**39.9**
Warrant #: VW 00354697	**Payee Name: CORRECTIONS SOFTWARE CORPORATION**		
25584	2220255100 - 5419301	Adult Probation - Computer Services	4,378 0
		Warrant Total:	**4,378.0**
Warrant #: VW 00354702	**Payee Name: D'AMBRA, LINDA**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	135 9
		Warrant Total:	**135.9**
Warrant #: VW 00354710	**Payee Name: DAVIS, PHILLIP**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	165 3
		Warrant Total:	**165.3**
Warrant #: VW 00354717	**Payee Name: DICKEY, ROCHELL**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	145 97
		Warrant Total:	**145.97**
Warrant #: VW 00354718	**Payee Name: DICKEY, WILLIAM SHANE**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	57 72
		Warrant Total:	**57.72**
Warrant #: VW 00354770	**Payee Name: HENDERSON, ANTHONY**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	118 22
		Warrant Total:	**118.22**
Warrant #: VW 00354799	**Payee Name: JONES, CHARLOTTE**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	106 01
		Warrant Total:	**106 01**
Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	2220000000 - 1801184	Adult Probation Fund - P Card #6438	436 91
		Warrant Total:	**436.91**
Warrant #: VW 00354851	**Payee Name: MCNAIR, COREY**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	127 10
		Warrant Total:	**127.10**
Warrant #: VW 00354857	**Payee Name: MILLER, JARVIS**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	96 57
		Warrant Total:	**96.57**
Warrant #: VW 00354865	**Payee Name: NAVY, MONICA**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
FEB-MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	215 9
		Warrant Total:	**215 9**
Warrant #: VW 00354869	**Payee Name: OLALEKAN, JAMES**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	75 4
		Warrant Total:	**75.4**
Warrant #: VW 00354893	**Payee Name: RODRIGUEZ, VANESSA**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	61 6
		Warrant Total:	**61 6**
Warrant #: VW 00354897	**Payee Name: ROSEMON, VANESSA R**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	164 2
		Warrant Total:	**164.2**
Warrant #: VW 00354911	**Payee Name: SKUFCA, RICHARD**		
MAR 2012 MLG	2220255100 - 5496100	Adult Probation - Travel	76 04
		Warrant Total:	**76.04**
Warrant #: VW 00354961	**Payee Name: WILLIAMS, ANETRA**		
030612 MLG	2220255100 - 5496100	Adult Probation - Travel	54 95
		Warrant Total:	**54.95**
		FUND 2220 TOTAL:	**8,984.35**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00354608	**Payee Name: ABL MANAGEMENT INC**		
188338	2230256118 - 5314301	Detention - Kitchen Supplies	63 57
188338	2230256118 - 5481199	Detention - Food Service Contract	2,162 80
188338	2230256119 - 5481199	Post Program - Food Service Contract	684.37
188338	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	94 31
		Warrant Total:	**3,005 05**
Warrant #: VW 00354651	**Payee Name: BOB BARKER CO INC**		
WEB000211921	2230256118 - 5312100	Detention - Clothing Expense	118 95
WEB000212015	2230256118 - 5312100	Detention - Clothing Expense	176 38
WEB000212128	2230256118 - 5310000	Detention - Supplies and Materials	101.33
		Warrant Total:	**396.66**
Warrant #: VW 00354729	**Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**		
APR 2012 COUNSEL	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	12,000 00
APRIL 2012OFFEND	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	9,916 00
		Warrant Total:	**21,916.00**
Warrant #: VW 00354735	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**		
33866040	2230256105 - 5423112	Juv Justice - Administration - Auto Credit Card Exp	143 70
		Warrant Total:	**143.70**
Warrant #: VW 00354736	**Payee Name: FOLEY, KERRI**		
201203	2230256130 - 5431402	Court - Masters Referee Juvenile Matrs	3,960 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
		Warrant Total:	**3,960.0**
Warrant #: VW 00354756	**Payee Name: GOVDEALS INC**		
918022012	2230000000 - 2295011	Juvenile Justice Fund - Due to Website Auctioneer	204 0
		Warrant Total.	**204.0**
Warrant #: VW 00354788	**Payee Name: INTERVENTION RESOURCES**		
031212 SRVC	2230256100 - 5412114	Juvenile Justice - Psychological Evaluations/Cert	700 0
		Warrant Total:	**700.0**
Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	2230000000 - 1801040	Juvenile Justice Fund - P Crd #8253	891 3
APRIL 2012 STMT	2230000000 - 1801041	Juvenile Justice Fund - P Crd #8311	283 24
		Warrant Total:	**1,174.59**
Warrant #: VW 00354826	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
183726	2230256105 - 5423110	Juv Justice - Administration - Auto Maintenance	109 71
		Warrant Total:	**109.71**
Warrant #: VW 00354890	**Payee Name: RAMIREZ, VICTORIA**		
MAR 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	87 14
		Warrant Total:	**87.14**
Warrant #: VW 00354899	**Payee Name: RUSCELLI, VINCENT**		
032912 SRVC	2230256105 - 5412114	Juv Justice - Administration - Psychological Evaluations/	200 00
040512 SRVC	2230256105 - 5412114	Juv Justice - Administration - Psychological Evaluations/	200 00
		Warrant Total:	**400.00**
Warrant #: VW 00354902	**Payee Name: SANDERS, EARNESTINE LYNCH**		
MAR 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	48 84
		Warrant Total:	**48.84**
		FUND 2230 TOTAL:	**32,145.69**

FUND: 2240 Sheriff's Commissary Fund

Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	2240000000 - 1801114	Sheriff Commissary Fund - P Card #0419	396 62
APRIL 2012 STMT	2240000000 - 1801175	Sheriff Commissary Fund - P Card #0065	12,044.95
		Warrant Total:	**12,441.57**
		FUND 2240 TOTAL:	**12,441.57**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00354743	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
3 OFFICERS	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	900 00
329486	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	200 00
		Warrant Total:	**1,100.00**
Warrant #: VW 00354756	**Payee Name: GOVDEALS INC**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
918022012	2242000000 - 2295011	Sheriff Seizure after 10/89 - Due to Website Auctioneer	263 2
		Warrant Total:	**263.2**
Warrant #: VW 00354787	**Payee Name: INTERNATIONAL ASSOCIATION OF CHIEF**		
1001025219	2242211124 - 5310000	Sheriff's Seizure Aft 10/89 - Supplies and Materials	50 0
		Warrant Total:	**50.0**
		FUND 2242 TOTAL:	**1,413.2**

FUND: 2250 Law Enforcement Education Fund

Warrant #: VW 00354725	**Payee Name: ELITE SOUND & SECURITY INC**		
4/13/12	2250211510 - 5502203	Contin Education-State Alloc - Const Pct 3 Cont Ed Exp	227 8
		Warrant Total:	**227.8**
Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	2250000000 - 1801038	Law Enforcement Education Fund - P Crd #4235	674 6
		Warrant Total:	**674.6**
Warrant #: VW 00354896	**Payee Name: ROSE, DERRECK**		
3/18-21/12 MLS	2250211510 - 5502203	Contin Education-State Alloc - Const Pct 3 Cont Ed Exp	154 01
		Warrant Total:	**154.01**
Warrant #: VW 00354928	**Payee Name: T'S GUNS AND AMMO INC**		
040412 SUPPLIES	2250211510 - 5502209	Contin Education-State Alloc - Const Pct 9 Cont Ed Exp	188.00
		Warrant Total:	**188.00**
Warrant #: VW 00354960	**Payee Name: WEST PUBLISHING CORPORATION**		
6077897167	2250211510 - 5502205	Contin Education-State Alloc - Const #5 Cont Ed Exp	126 00
		Warrant Total:	**126.00**
		FUND 2250 TOTAL:	**1,370.49**

FUND: 2260 Emergency Management Fund

Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	2260000000 - 1801177	Emergency Management - P Card #9487	75 58
		Warrant Total:	**75.58**
		FUND 2260 TOTAL:	**75.58**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000395	**Payee Name: KEYWORTHS HARDWARE INC**		
000126377	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	88 99
000126384	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	109.90
000126748	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	10 95
000126828	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	5 24
000127527	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	45 17

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
		Warrant Total:	**260.2**
Warrant #: VW 00354639	**Payee Name: BAYGAS INC**		
9701	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	46 6
		Warrant Total:	**46.6**
Warrant #: VW 00354659	**Payee Name: C JOHNNY ON THE SPOT INC**		
2060	2301312110 - 5481000	Administration - Contract Service	100.0
		Warrant Total:	**100.0**
Warrant #: VW 00354660	**Payee Name: CALICO WELDING SUPPLY CO**		
3/22/12 SRVC	2301312110 - 5481000	Administration - Contract Service	24 5
RL72996	2301312110 - 5481000	Administration - Contract Service	156.0
TC57254	2301312110 - 5481000	Administration - Contract Service	24 5
		Warrant Total:	**205.0**
Warrant #: VW 00354676	**Payee Name: CHERRY CRUSHED CONCRETE**		
1010986	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,460 8
1011109	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	1,275 3
1011355	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,102 9
1011689	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,196 4
1011857	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,140 1
1011993	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	491 1
		Warrant Total:	**12,666.9**
Warrant #: VW 00354688	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
10434	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,703 91
10500	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,890 05
		Warrant Total:	**21,593.96**
Warrant #: VW 00354709	**Payee Name: DAVIS TRAILER AND TRUCK EQUIPMENT INC**		
2627	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	96 61
		Warrant Total:	**96.61**
Warrant #: VW 00354732	**Payee Name: FILLINGAME INC**		
IVC41865	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	179 00
		Warrant Total:	**179.00**
Warrant #: VW 00354741	**Payee Name: G & K SERVICES**		
1030836513	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	176 12
		Warrant Total:	**176.12**
Warrant #: VW 00354756	**Payee Name: GOVDEALS INC**		
918012012	2301000000 - 2295011	Road and Bridge Fund - Due to Website Auctioneer	326 03
		Warrant Total:	**326.03**
Warrant #: VW 00354773	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H36595	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	66 00
H37165	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	177 26
		Warrant Total:	**243.26**
Warrant #: VW 00354778	**Payee Name: HOUSTON FREIGHTLINER STERLING WESTERN**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
PC01011010801	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	8 85
		Warrant Total:	**8.85**
Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	2301000000 - 1802002	Road and Bridge Fund - P Crd #9522	8,151 22
APRIL 2012 STMT	2301000000 - 1802004	Road and Bridge Fund - P Crd #7301	205 01
		Warrant Total:	**8,356.23**
Warrant #: VW 00354807	**Payee Name: KIWI TIRE SHOP**		
1872	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00354813	**Payee Name: LANSDOWNE MOODY CO LP**		
21220	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	48 40
		Warrant Total:	**48.40**
Warrant #: VW 00354844	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
294546	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	1,936 20
		Warrant Total:	**1,936.20**
Warrant #: VW 00354852	**Payee Name: MCREE FORD INC**		
362550	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	22 74
		Warrant Total:	**22.74**
Warrant #: VW 00354863	**Payee Name: MUSTANG RENTAL SERVICES INC**		
01105947	2301312120 - 5426100	FM & Lateral Road - Equipment Rental/Lease	1,988 23
		Warrant Total:	**1,988.23**
Warrant #: VW 00354864	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3167020	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	8 16
PART3167021	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	26 04
		Warrant Total:	**34.20**
Warrant #: VW 00354887	**Payee Name: R B EVERETT & CO**		
SI43324	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	122 63
		Warrant Total:	**122.63**
Warrant #: VW 00354903	**Payee Name: SANTA FE AUTO PARTS INC**		
84791	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1 99
84864	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	275 18
85078	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	289 70
85080	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	33 61
85086	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	12 28
85090	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	12 43
85391	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	39 00
85429	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	51 52
85622	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	330 90
85625	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	29 90
85748	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	397 14
85826	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	155 75
85859	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	79 00
85862	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	23 86

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
85878	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	179 85
85912	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	40 50
85932	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	41 85
86176	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	71 73
86202	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	391 15
86294	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	74 94
86569	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	24 68
		Warrant Total:	**2,556.96**

Warrant #: VW 00354913 **Payee Name: SNIDER TIRE INC**

4380723	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,219 80
4383973	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,394 24
4384197	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	732 28
4385517	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	358.12
4398669	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	432 92
4405638	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	394 74
		Warrant Total:	**4,532.10**

Warrant #: VW 00354926 **Payee Name: SUN COAST RESOURCES INC**

91232541	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,711 35
91263899	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	12,604 50
		Warrant Total:	**23,315.85**

Warrant #: VW 00354944 **Payee Name: TRUCK PARTS & SPECIALISTS INC**

523243	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	186 58
		Warrant Total:	**186.58**

Warrant #: VW 00354945 **Payee Name: TUBING AND METRICS HYDRAULICS INC**

66005	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	23.50
		Warrant Total:	**23.50**

FUND 2301 TOTAL: 79,036.28

FUND: 2370 Flood Control Fund

Warrant #: VW 00000395 **Payee Name: KEYWORTHS HARDWARE INC**

000126761	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	19 98
		Warrant Total:	**19.98**

Warrant #: VW 00354610 **Payee Name: ACT PIPE AND SUPPLY INC**

639908	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	3,540 80
		Warrant Total:	**3,540.80**

Warrant #: VW 00354648 **Payee Name: BFI WASTE SERVICES OF TEXAS LP**

0855000506457	2370296121 - 5481000	Seawall Maintenance - Contract Service	76 68
		Warrant Total:	**76.68**

Warrant #: VW 00354649 **Payee Name: BFI WASTE SERVICES OF TEXAS LP**

0855000498321	2370296121 - 5481000	Seawall Maintenance - Contract Service	72 84
		Warrant Total:	**72.84**

Warrant #: VW 00354659 **Payee Name: C JOHNNY ON THE SPOT INC**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
2059	2370296121 - 5481000	Seawall Maintenance - Contract Service	100 0
		Warrant Total:	**100.0**
Warrant #: VW 00354676	**Payee Name: CHERRY CRUSHED CONCRETE**		
1011525	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,322 9
		Warrant Total:	**1,322.9**
Warrant #: VW 00354680	**Payee Name: CITY OF GALVESTON**		
GAL 11 TIRZ	2370000000 - 4113014	Flood Control - Reinv Zone Galveston #11	10,774 8
GAL 11 TIRZ	2370000000 - 4113015	Flood Control - Reinv Zone Galveston #12	1,449 4
GAL 11 TIRZ	2370000000 - 4113016	Flood Control - Reinv Zone Galveston #13	3,511 2
GAL 11 TIRZ	2370000000 - 4113020	Flood Control - Reinv Zone Galveston #14	7,597 9
		Warrant Total:	**23,333.4**
Warrant #: VW 00354683	**Payee Name: CITY OF LEAGUE CITY**		
LC TIRZ #2	2370000000 - 4113023	Flood Control - Reinv Zone League City #2	17,632.8
LC TIRZ #2	2370000000 - 4113024	Flood Control - Reinv Zone League City #3	4,027 3
LC TIRZ #2	2370000000 - 4113025	Flood Control - Reinv Zone League City #4	265 1
		Warrant Total:	**21,925.3**
Warrant #: VW 00354686	**Payee Name: CITY OF TEXAS CITY**		
TC TIRZ #1	2370000000 - 4113035	Flood Control - Reinv Zone Texas City #1	18 64
		Warrant Total:	**18.64**
Warrant #: VW 00354689	**Payee Name: CMC STEEL FABRICATORS INC**		
474699	2370296121 - 5425801	Seawall Maintenance - Galv Seawall Sidewalk Maint	47 50
		Warrant Total:	**47.50**
Warrant #: VW 00354745	**Payee Name: GALVESTON DISTRICT CORP OF ENGINEERS**		
SPONSOR 2012	2370190100 - 5734020	County Engineer - Clear Creek Fed Prj Spnsr Shre	6,250 00
		Warrant Total:	**6,250.00**
Warrant #: VW 00354835	**Payee Name: MAGNUSON HARDWARE LP**		
4928	2370296100 - 5310001	Flood Control - Depart Supplies-Non Cap FFE	1,695 00
4928	2370296121 - 5310001	Seawall Maintenance - Depart Supplies-Non Cap FFE	1,695 00
		Warrant Total:	**3,390.00**
Warrant #: VW 00354926	**Payee Name: SUN COAST RESOURCES INC**		
91262685	2370296121 - 5322010	Seawall Maintenance - Auto Fuel Expense	2,520 64
		Warrant Total:	**2,520.64**
Warrant #: VW 00354943	**Payee Name: TRIPLE S STEEL SUPPLY LLC**		
IV414656	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	268 00
		Warrant Total:	**268.00**
		FUND 2370 TOTAL:	**62,886.79**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000392	**Payee Name: CLASSIC AUTOPLEX GALVESTON**		
700655	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	188 18

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
		Warrant Total:	**188.1**
Warrant #: VW 00354654	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL30405	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	78 5
		Warrant Total:	**78.5**
Warrant #: VW 00354663	**Payee Name: CARDINAL TRACKING INC**		
99503	2410411100 - 5310001	Mosquito Control District - Depart Supplies-Non Cap FFE	1,368 1
		Warrant Total:	**1,368.1**
Warrant #: VW 00354679	**Payee Name: CITY OF GALVESTON**		
ARI1200039	2410411100 - 5426251	Mosquito Control District - Rental Storage Facility	360 2
		Warrant Total:	**360.2**
Warrant #· VW 00354728	**Payee Name: FALCON CREST AVIATION INC**		
0124131501A	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	595 3
		Warrant Total:	**595.3**
Warrant #: VW 00354790	**Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO**		
16719	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	489 5(
		Warrant Total:	**489.5(**
Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	2410000000 - 1803007	Mosquito Control District - P Card #3257	2,389.3!
		Warrant Total:	**2,389.3!**
Warrant #: VW 00354823	**Payee Name: LEAGUE CITY OUTDOOR POWER EQUIPMENT**		
17193	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	6 35
		Warrant Total:	**6.35**
Warrant #: VW 00354903	**Payee Name: SANTA FE AUTO PARTS INC**		
87152	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	315 50
		Warrant Total:	**315.50**
Warrant #: VW 00354926	**Payee Name: SUN COAST RESOURCES INC**		
91253749	2410411100 - 5322010	Mosquito Control District - Auto Fuel Expense	4,228 40
		Warrant Total:	**4,228.40**
		FUND 2410 TOTAL:	**10,019.71**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00354609	**Payee Name: ACHARYA MD PA,SID**		
MAR 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	236 43
		Warrant Total:	**236.43**
Warrant #: VW 00354622	**Payee Name: AMERIPATH TEXAS LP**		
MAR 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	106 91
		Warrant Total:	**106.91**
Warrant #: VW 00354624	**Payee Name: ANESTHESIA ASSOCIATES LLP**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info	Amoun
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	198.5
	Warrant Total:	**198.5**
Warrant #: VW 00354632	**Payee Name: BAHEC LLC**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	263 8
	Warrant Total:	**263.8**
Warrant #: VW 00354635	**Payee Name: BARRIER REEF EMERGENCY PHYSICIANS**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	475 5
	Warrant Total:	**475.5**
Warrant #: VW 00354636	**Payee Name: BAY AREA HOUSTON ENDOSCOPY LP**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,940 23
	Warrant Total:	**1,940.23**
Warrant #: VW 00354637	**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**	
MARCH 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	158 52
	Warrant Total:	**158.52**
Warrant #: VW 00354638	**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	599 22
	Warrant Total:	**599.22**
Warrant #: VW 00354640	**Payee Name: BEELER MANSKE CLINIC LLP**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	247 31
	Warrant Total:	**247.31**
Warrant #: VW 00354652	**Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**	
APR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	9,058 00
	Warrant Total:	**9,058.00**
Warrant #: VW 00354690	**Payee Name: COASTAL GASTROENOLOGY ASSOCIATES PA**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	316 00
	Warrant Total:	**316.00**
Warrant #: VW 00354691	**Payee Name: COASTAL GASTROENOLOGY ASSOCIATES PA**	
MARCH 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	677 42
	Warrant Total:	**677.42**
Warrant #: VW 00354692	**Payee Name: COASTAL SURGICAL GROUP**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	278.28
	Warrant Total:	**278.28**
Warrant #: VW 00354707	**Payee Name: DAVID HAMER MD PA**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	46.73
	Warrant Total:	**46.73**
Warrant #: VW 00354714	**Payee Name: DIANON SYSTEMS INC.**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	149 50
	Warrant Total:	**149.50**
Warrant #: VW 00354746	**Payee Name: GALVESTON EYE GROUP PA**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info	Amoun
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	207 4
	Warrant Total:	**207.4**
Warrant #: VW 00354753	**Payee Name: GODINICH MD PA, MARY JO**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	168 7
	Warrant Total:	**168.7**
Warrant #: VW 00354758	**Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,038 4
	Warrant Total:	**1,038.4**
Warrant #: VW 00354759	**Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**	
MARCH 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	178.6
	Warrant Total:	**178.6**
Warrant #: VW 00354760	**Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**	
MARCH 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	108 82
	Warrant Total:	**108.82**
Warrant #: VW 00354761	**Payee Name: GREATER HOUSTON RADIATION ONCOLOGY**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	3,682 06
	Warrant Total:	**3,682.06**
Warrant #: VW 00354766	**Payee Name: HARRIS EMERGENCY MEDICINE ASSOCIATES**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	233 01
	Warrant Total:	**233.01**
Warrant #: VW 00354779	**Payee Name: HOUSTON PROGRESSIVE RADIOLOGY ASSO**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	54.26
	Warrant Total:	**54.26**
Warrant #: VW 00354786	**Payee Name: INPATIENT CONSULTANTS OF TEXAS PLLC**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	108 67
	Warrant Total:	**108.67**
Warrant #: VW 00354810	**Payee Name: LABORATORY CORPORATION OF AMERICA**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	54 69
	Warrant Total:	**54.69**
Warrant #: VW 00354824	**Payee Name: LEBOEUF, JOANNIE M**	
MAR 2012 MLG	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	3 33
	Warrant Total:	**3.33**
Warrant #: VW 00354837	**Payee Name: MAINLAND PATHOLOGY ASSOCIATES PA**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	32 39
	Warrant Total:	**32.39**
Warrant #: VW 00354838	**Payee Name: MAINLAND PULMONARY ASSOCIATES**	
MAR 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	225 25
	Warrant Total:	**225.25**
Warrant #: VW 00354839	**Payee Name: MAINLAND RADIOLOGICAL ASSOCIATION**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
MAR 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	959 4
		Warrant Total:	**959.4**
Warrant #. VW 00354853	**Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM**		
MAR 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	3,127 7
		Warrant Total:	**3,127.7**
Warrant #: VW 00354854	**Payee Name: MEMORIAL RADIOLOGY ASSOCIATES INC**		
MAR 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	94 8
		Warrant Total:	**94.8**
Warrant #: VW 00354877	**Payee Name: ORTHOPEDIC CLINIC OF GALVESTON COUNTY**		
MAR 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,090 3
		Warrant Total:	**2,090.3**
Warrant #: VW 00354882	**Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE**		
MAR 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	662 2
		Warrant Total:	**662.2**
Warrant #: VW 00354886	**Payee Name: QUEST DIAGNOSTICS CLINICAL**		
MAR 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	656.3
		Warrant Total:	**656.3**
		FUND 2420 TOTAL:	**28,439.13**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00354742	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
2752	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	253.00
		Warrant Total:	**253.00**
Warrant #: VW 00354929	**Payee Name: TARGET STORES**		
03/09/2012	2501443300 - 5312100	Child Welfare - Clothing Expense	87 84
0621	2501443300 - 5312100	Child Welfare - Clothing Expense	15.50
0621 03/12	2501443300 - 5449125	Child Welfare - Emergency Family Support	141 37
		Warrant Total:	**244.71**
		FUND 2501 TOTAL:	**497.71**

FUND: 2824 Adult Probation Community

Warrant #: VW 00354809	**Payee Name: KLYNG, KERRY**		
MAR 2012 MLG	2824255136 - 5496301	Sex Offender Supervision - Auto Mileage	133 76
		Warrant Total:	**133.76**
Warrant #: VW 00354876	**Payee Name: ORDAZ, WILLIAM**		
MAR 2012 MLG	2824255136 - 5496301	Sex Offender Supervision - Auto Mileage	198 14
		Warrant Total:	**198.14**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
		FUND 2824 TOTAL:	**331.9**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00354723 **Payee Name: DUNAWAY, LORI**

APR 10 2012 SRVC	2841256110 - 5436107	State Aid Grant A - Outpatient Counseling	845 0
		Warrant Total:	**845.0**

Warrant #: VW 00354801 **Payee Name: JOSEPH, JUNE**

MAR 2012 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	204 8
		Warrant Total:	**204.8**

Warrant #: VW 00354808 **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**

2028	2841256110 - 5447000	State Aid Grant A - Community Services	100 8
		Warrant Total:	**100.8**

Warrant #: VW 00354814 **Payee Name: LARSON, FAITH**

MAR 2012 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	177 05
		Warrant Total:	**177.05**

Warrant #: VW 00354880 **Payee Name: PARISH, ERVIN R**

MAR 2012 MLG	2841256110 - 5496301	State Aid Grant A - Auto Mileage	72.71
		Warrant Total:	**72.71**

Warrant #: VW 00354909 **Payee Name: SHELTERING HARBOUR**

MAR 2012	2841256110 - 5441101	State Aid Grant A - Residential Services	4,285 75
		Warrant Total:	**4,285.75**
		FUND 2841 TOTAL:	**5,686.11**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00354802 **Payee Name: JP MORGAN CHASE**

APRIL 2012 STMT	2864000000 - 1801055	Galv Co Auto Crimes Task Force - P Crd #4408	25.49
APRIL 2012 STMT	2864000000 - 1801059	Galv Co Auto Crimes Task Force - P Crd #3622	161 03
APRIL 2012 STMT	2864000000 - 1801060	Galv Co Auto Crimes Task Force - P Crd #4067	67 59
APRIL 2012 STMT	2864000000 - 1801061	Galv Co Auto Crimes Task Force - P Crd #4034	314 39
		Warrant Total:	**568.50**
		FUND 2864 TOTAL:	**568.50**

FUND: 2894 EECBG - Program

Warrant #: VW 00000394 **Payee Name: GALVESTON NEWSPAPERS INC**

300771258	2894170103 - 5481000	EECBG - Program - Contract Service	927 00
		Warrant Total:	**927.00**
		FUND 2894 TOTAL:	**927.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
FUND: 2914 CDBG Housing Program			
Warrant #: VW 00000393	**Payee Name: DSW HOMES LLC**		
112344	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,775.80
112344	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	77,758 50
212978	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	7,117 93
412073	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	12,018 25
412278	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	13,003 97
412789	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,399 25
412868	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	12,440 23
412937	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,696 00
512324	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-97 47
512324	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	974 74
		Warrant Total:	**138,535.60**
Warrant #: VW 00000394	**Payee Name: GALVESTON NEWSPAPERS INC**		
0103957 032112	2914152500 - 5317000	Administration - Books & Periodicals	35 25
		Warrant Total:	**35.25**
Warrant #: VW 00354620	**Payee Name: AMERICAN HOME BUILDERS INC.**		
DW1108301	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,015 60
DW1108301	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	23,356 00
DW1108301	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	16,800 00
LM1169103	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,510 67
LM1169103	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,106 74
MM1111803	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,733 72
MM1111803	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,337 28
		Warrant Total:	**101,340.03**
Warrant #: VW 00354621	**Payee Name: AMERICAN HOMESTAR CORPORATION**		
1031CO	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	500 00
1080B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	12,330 20
1081B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	13,736 20
1082B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	14,354 70
1083B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,673.30
1084	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-15,125 78
1084	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	124,981 82
1084	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	26,276 00
1088	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-8,324 00
1088	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	83,240 00
1089	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-9,015 70
1089	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	90,157 00
		Warrant Total:	**343,783.74**
Warrant #: VW 00354657	**Payee Name: BURGHLI HOMES PROMENADE HOMES JV**		
1104810R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,947 06
113100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	74 00
11415100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,609 21
11415100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,092 14
12680100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,313 00
12680100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,130 02
		Warrant Total:	**73,321.01**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
Warrant #: VW 00354658	**Payee Name: BYRDSON SERVICES LLC**		
364R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,409 9
375	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,780 5
378R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,841 7
		Warrant Total:	**33,032.1**
Warrant #: VW 00354791	**Payee Name: J W KELSO COMPANY INC**		
113224	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,380 2
113224	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	33,802 4
113326	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,937 1
113326	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	39,371 9
113467	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,632 8
113467	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	36,328 9
213326	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,937.1
213326	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	39,371 9
		Warrant Total:	**133,987.6**
Warrant #: VW 00354796	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
23249 040212	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,037 00
23280 040412	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,214 00
23293 041112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,025 00
23299 040412	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,095 00
23306 040312	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,183 01
23307 040412	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,037 00
23312 041112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,025 00
23334 041312	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	3,032 00
		Warrant Total:	**10,648.01**
Warrant #: VW 00354802	**Payee Name: JP MORGAN CHASE**		
APRIL 2012 STMT	2914000000 - 1800127	CDBG Housing Program - P Card #5212	160 98
		Warrant Total:	**160.98**
Warrant #: VW 00354873	**Payee Name: ONE 80 LONESTAR LLC**		
1 020812	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-1,364 14
1 020812	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	13,641 38
		Warrant Total:	**12,277.24**
Warrant #: VW 00354908	**Payee Name: SHELMARK ENGINEERING L.L.C.**		
4973	2914152500 - 5481000	Administration - Contract Service	2,400.00
		Warrant Total:	**2,400.00**
Warrant #: VW 00354916	**Payee Name: SPRINT SPECTRUM LP**		
384104405029	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	404 63
		Warrant Total:	**404.63**
Warrant #: VW 00354923	**Payee Name: SULLIVAN LAND SERVICES LTD**		
2011804	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,720 83
2012163	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	12,475 42
2012200	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,740.88
2012200	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,408 83
2012202	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-10,736 14
2012202	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	107,361 37

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
2012204	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,970 3
2012204	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	79,703 7
2012205	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-8,005 6
2012205	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	80,056 8
2012208	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,574.3
2012208	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,743 8
		Warrant Total:	**330,443.4**

Warrant #: VW 00354932 **Payee Name: TEGRITY HOMES LLC**

12587RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,106 8
		Warrant Total:	**10,106.8**

FUND 2914 TOTAL: 1,190,476.5'

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00354699 **Payee Name: CRAIN GROUP, LLC**

5 040512	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-5,463 0:
5 040512	2915291014 - 5481000	San Leon VFD Improvements - Contract Service	109,261 5'
		Warrant Total:	**103,798.4'**

Warrant #: VW 00354919 **Payee Name: STERLING STRUCTURES, INC**

3 033112	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-17,760 2(
3 033112	2915242100 - 5481000	Crystal Beach VFD - Contract Service	355,205 2'
		Warrant Total:	**337,444.9!**

FUND 2915 TOTAL: 441,243.45

FUND: 2921 Senior Citizens Grant Prog

Warrant #: VW 00354954 **Payee Name: VALLEY SERVICES INC**

IVC162578	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	1,620 00
IVC162769	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	5,116 80
IVC163058	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,890 00
IVC163283	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	3,609 84
IVC163283	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	2,321 28
IVC163284	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	5,166.00
		Warrant Total:	**22,723.92**

FUND 2921 TOTAL: 22,723.92

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00354947 **Payee Name: TYLER TECHNOLOGIES - THE SOFTWARE**

0201602	3100159126 - 5754103	IT Capital Projects - JLE Project	10,786 86
		Warrant Total:	**10,786.86**

FUND 3100 TOTAL: 10,786.86

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
FUND: 3120	**Limited Tax Cnty Bldg Bds Sr09**		
Warrant #. VW 00354626		**Payee Name: ARDENT CONSTRUCTION LLC**	
12 033112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-3,663 5
12 033112	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	73,271 0
		Warrant Total:	**69,607.4**
Warrant #: VW 00354737		**Payee Name: FOSTER FENCE CORPORATION**	
63995	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-446 5
63995	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	8,931 0
		Warrant Total:	**8,484.5**
Warrant #: VW 00354764		**Payee Name: GURRY MECHANICAL L.P.**	
14 033112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-214 8
14 033112	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	4,297 0
		Warrant Total:	**4,082.1**
Warrant #: VW 00354781		**Payee Name: HUGH PATRICK CONSTRUCTORS**	
21 033112	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	18,676 9
		Warrant Total:	**18,676.99**
Warrant #: VW 00354792		**Payee Name: J W KELSO COMPANY INC**	
205002F	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-190 54
205002F	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	3,810.74
205008A	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-323 20
205008A	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	6,464 05
205011C	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-697 49
205011C	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	13,949.80
205014D	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-240 58
205014D	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	4,811 50
		Warrant Total:	**27,584.28**
Warrant #: VW 00354855		**Payee Name: MGC INC**	
5 033112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-696 70
5 033112	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	13,934 00
		Warrant Total:	**13,237.30**
Warrant #: VW 00354856		**Payee Name: MILAM AND COMPANY PAINTING INC**	
11 032512	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-2,170 25
11 032512	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	43,405 00
		Warrant Total:	**41,234.75**
Warrant #: VW 00354858		**Payee Name: MITCHELL CHUOKE PLUMBING CO**	
10 033112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-3,979 80
10 033112	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	79,596 00
7 033112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-2,868 30
7 033112	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	57,365 90
		Warrant Total:	**130,113.80**
Warrant #: VW 00354867		**Payee Name: NETWORK CABLING SERVICES INC**	
8 033112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-88 58
8 033112	3120179135 - 5740002	Mid-County Annex - Special Equipment	1,771 64

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**1,683.06**
Warrant #: VW 00354918	**Payee Name: STEFFEY, MICHAEL**		
20100023	3120179135 - 5728121	Mid-County Annex - Capital Const-Architect Fees	7,700 00
20100024	3120179135 - 5728121	Mid-County Annex - Capital Const-Architect Fees	5,900 00
		Warrant Total:	**13,600.00**
Warrant #: VW 00354950	**Payee Name: UNBEHAGEN, O C**		
04/12	3120179010 - 5481000	Administration - Contract Service	6,666 66
		Warrant Total:	**6,666.66**
		FUND 3120 TOTAL:	**334,970.94**

FUND: 3206 Comb Tax/Revenue COB Sr 2003C

Warrant #: VW 00354630	**Payee Name: B&S QUALLS CONSTRUCTION**		
422	3206522020 - 5727018	Park Projects - Restroom Renovations	1,000 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00354843	**Payee Name: MARK I PLUMBING INC**		
1052	3206522020 - 5727018	Park Projects - Restroom Renovations	1,460 00
1053	3206522020 - 5727018	Park Projects - Restroom Renovations	548 28
		Warrant Total:	**2,008.28**
		FUND 3206 TOTAL:	**3,008.28**

FUND: 3271 Parks Dept Capital Projects

Warrant #: VW 00354921	**Payee Name: STEWART TITLE CO**		
5036B W BS DRIVE	3271529215 - 5737816	Spillway Park Project - Spillway Park Project	1,283,664 73
		Warrant Total:	**1,283,664.73**
		FUND 3271 TOTAL:	**1,283,664.73**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00000397	**Payee Name: TRIPLE B SERVICES LLP**		
23 040512	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	879,645 47
		Warrant Total:	**879,645.47**
		FUND 3310 TOTAL:	**879,645.47**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00354888	**Payee Name: R W LUCAS CONSTRUCTION LLC**		
11 033012 LAWREN	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	117,809 45
4 032112 HR	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	17,004 08
		Warrant Total:	**134,813.53**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amour
Warrant #: VW 00354889	**Payee Name: R W LUCAS CONSTRUCTION LLC**		
8 040212 FT TRAV	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-1,510 1
8 040212 FT TRAV	3312312112 - 5731144	County Road - Ft Travis Park	30,203 4
		Warrant Total:	**28,693.2.**
Warrant #: VW 00354955	**Payee Name: VAN DE WIELE & VOGLER INC**		
26625	3312312112 - 5731137	County Road - Deats Rd	2,191 0
		Warrant Total:	**2,191.0**
		FUND 3312 TOTAL:	**165,697.7**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00000391	**Payee Name: CIANBRO/BRASFIELD & GORRIE II A JOINT**		
22 033112	3315000000 - 2070001	Galv Causeway RR Bridge Prj - Contract Payable Retainage	-24,060 01
22 033112	3315313200 - 5732023	Causeway Railroad Bridge Prj - Railroad Causeway Bridge C	481,200 11
		Warrant Total:	**457,140.10**
		FUND 3315 TOTAL:	**457,140.10**

FUND: 4214 Comb Tax/Rev COB Sr 2003

Warrant #: VW 00354949	**Payee Name: U S BANK NATIONAL ASSOCIATION**		
3091016	4214810119 - 5850000	2003 Comb Tax/Revenue COB - Paying Agent Fees	400 00
		Warrant Total:	**400.00**
		FUND 4214 TOTAL:	**400.00**

FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

Warrant #: VW 00354664	**Payee Name: CAREHERE LLC**		
7362	6123155021 - 5417208	Group Insurance - CareHere Supplemental Fee	23,319.47
7363	6123155021 - 5417208	Group Insurance - CareHere Supplemental Fee	25,739 44
		Warrant Total:	**49,058.91**
		FUND 6123 TOTAL:	**49,058.91**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00354678	**Payee Name: CIMA COMPANIES INC, THE**		
7/1/12-7/1/13	6130151431 - 5491731	General Self Insurance - Insurance Auto Liability	310 56
		Warrant Total:	**310.56**
Warrant #: VW 00354934	**Payee Name: TEXAS LAWYERS INSURANCE EXCHANGE**		
5/31/12-5/31/13	6130151431 - 5491700	General Self Insurance - Insurance Public Officials	1,500 00
		Warrant Total:	**1,500.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info		Amou
		FUND 6130 TOTAL:	**1,810.5**

FUND: 7605 Escrow Fund

Warrant #: VW 00354751		**Payee Name: GILMORE, WANDA**	
316209	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	300 0
		Warrant Total:	**300.0**
Warrant #: VW 00354849		**Payee Name: MCCALL SB-INC**	
303604	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	562 6
		Warrant Total:	**562.6**
Warrant #: VW 00354871		**Payee Name: OMNI BASE SERVICES INC**	
JAN-MAR12 8-2FEE	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	382.0
		Warrant Total:	**382.0**
Warrant #: VW 00354872		**Payee Name: OMNI BASE SERVICES INC**	
JAN-MAR12 JP3FEE	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	1,734 6
		Warrant Total:	**1,734.6**
Warrant #: VW 00354935		**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**	
MAR 12 LP8-2 FEE	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	2,120 14
		Warrant Total:	**2,120.14**
		FUND 7605 TOTAL:	**5,099.46**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Summary of All Funds

Fund		Amount
1101	General Fund	3,856,086 67
2102	Co Clerk Rec Mgt & Pres Fund	1,029 87
2131	DA Seized Funds Afte Aft 10/89	143 58
2205	Courthouse Security Fund	35 00
2211	Law Library	12,422.41
2212	Mediation Services Prog Fund	650 00
2220	Adult Probation Fund	8,984.35
2230	Juvenile Justice Fund	32,145 69
2240	Sheriff's Commissary Fund	12,441 57
2242	Sheriff's Seizure Aft 10/89	1,413 25
2250	Law Enforcement Education Fund	1,370 49
2260	Emergency Management Fund	75 58
2301	Road & Bridge Fund	79,036.28
2370	Flood Control Fund	62,886 79
2410	Mosquito Control District Fund	10,019 71
2420	Indigent Health Care Fund	28,439.13
2501	Child Welfare Fund	497 71
2824	Adult Probation Community	331 90
2841	Juvenile Probation-State Aid	5,686 11
2864	Auto Crimes Task Force Grant	568 50
2894	EECBG - Program	927 00
2914	CDBG Housing Program	1,190,476 57
2915	CDBG Infrastructure Program	441,243 45
2921	Senior Citizens Grant Prog	22,723 92
3100	County Capital Projects Fund	10,786 86
3120	Limited Tax Cnty Bldg Bds Sr09	334,970 94
3206	Comb Tax/Revenue COB Sr 2003C	3,008 28
3271	Parks Dept Capital Projects	1,283,664 73
3310	Pass Thru Toll Rv Lt Tx BdSr07	879,645.47
3312	Unltd Tax Road Bonds Sr 2009	165,697 76
3315	Galv Causeway RR Bridge Proj	457,140 10
4214	Comb Tax/Rev COB Sr 2003	400 00
6123	Group,Wrks'Comp,Unemplmnt Ins	49,058 91
6130	Self Insurance Reserve Fund	1,810 56

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

7605 Escrow Fund	5,099 46
Grand Total:	**8,960,918.60**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Approved Order to pay by Commissioners Court this day April 17, 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
A200354608	702471	ABL MANAGEMENT INC	04/17/12	36,774 76	MW	OH		
A200354609	706405	ACHARYA MD PA,SID	04/17/12	236 43	MW	OH		
A200354610	700616	ACT PIPE AND SUPPLY INC	04/17/12	3,540 80	MW	OH		
A200354611	714256	ADOBE TITLE LLC	04/17/12	12 00	MW	OH		
A200354612	712322	ALANIZ SELINA A	04/17/12	341 25	MW	OH	B7	
A200354613	706649	ALERE TOXICOLOGY SERVICES INC	04/17/12	2,344 00	MW	OH		
A200354614	VOID CONTINU	Void - Continued Stub	04/17/12	0 00	VM	OH		Void
A200354615	013524	ALERT ALARM BURG AND FIRE PRO	04/17/12	4,995 00	MW	OH		
A200354616	017004	ALL AMERICA SALES CORPORATION	04/17/12	1,597 86	MW	OH		
A200354617	713884	ALLEN, KAYLA	04/17/12	31 31	MW	OH		
A200354618	714413	ALZAFARI, ERIC	04/17/12	184 26	MW	OH		
A200354619	709623	AMBIT ENERGY LP	04/17/12	83 14	MW	OH		
A200354620	711832	AMERICAN HOME BUILDERS INC	04/17/12	101,340 03	MW	OH		
A200354621	711548	AMERICAN HOMESTAR CORPORATION	04/17/12	343,783 74	MW	OH		
A200354622	712146	AMERIPATH TEXAS LP	04/17/12	106 91	MW	OH		
A200354623	702478	AMERSON, RODGER DAN	04/17/12	950 00	MW	OH	B7	
A200354624	013342	ANESTHESIA ASSOCIATES LLP	04/17/12	198 57	MW	OH		
A200354625	410186	ARBITRAGE COMPLIANCE SPECIALI	04/17/12	40,050 00	MW	OH		
A200354626	710983	ARDENT CONSTRUCTION LLC	04/17/12	69,607 45	MW	OH		
A200354627	714388	ASSET ACCEPTANCE CAPITAL CORP	04/17/12	5 00	MW	OH		
A200354628	709784	AT&T MOBILITY	04/17/12	88 80	MW	OH		
A200354629	704822	AUDIO VISUAL TECHNOLGIES GROU	04/17/12	772 75	MW	OH		
A200354630	708966	B&S QUALLS CONSTPUCTION	04/17/12	1,000 00	MW	OH		
A200354631	710718	B L ALEXANDER ENTERPRISES IN	04/17/12	2,115 00	MW	OH		
A200354632	712386	BAHEC LLC	04/17/12	263 80	MW	OH		
A200354633	714384	BALEKIAN HAYES PLLC	04/17/12	155 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354634	714387	BARRETT DAFFIN FRAPPIER TURNE	04/17/12	5 00	MW	OH		
A200354635	711300	BARRIER REEF EMERGENCY PHYSIC	04/17/12	475 54	MW	OH		
A200354636	710828	BAY AREA HOUSTON ENDOSCOPY LP	04/17/12	1,940 23	MW	OH		
A200354637	710831	BAY AREA HOUSTON GASTROENTERO	04/17/12	158 52	MW	OH		
A200354638	710831	BAY AREA HOUSTON GASTROENTERO	04/17/12	599 22	MW	OH		
A200354639	026047	BAYGAS INC	04/17/12	46 66	MW	OH		
A200354640	431686	BEELER MANSKE CLINIC LLP	04/17/12	247 31	MW	OH		
A200354641	712019	BELL, PAULA	04/17/12	39 96	MW	OH		
A200354642	714426	BENDER NIKI	04/17/12	122 10	MW	OH		
A200354643	403751	BERARDINELLI CORREIA, SHAUNA	04/17/12	71 50	MW	OH	B7	
A200354644	403751	BERARDINELLI CORREIA, SHAUNA	04/17/12	354 25	MW	OH	B7	
A200354645	406081	BETA TECHNOLOGY INC	04/17/12	489 42	MW	OH		
A200354646	711266	BETTISON DOYLE APFFEL & GUARI	04/17/12	11 00	MW	OH		
A200354647	714429	BEYOND IT INC	04/17/12	1,353 13	MW	OH	B7	
A200354648	700686	BFI WASTE SERVICES OF TEXAS L	04/17/12	76 68	MW	OH		
A200354649	700686	BFI WASTE SERVICES OF TEXAS L	04/17/12	823 94	MW	OH		
A200354650	705535	BLEYL AMY RUTH WILSON	04/17/12	877 50	MW	OH	B7	
A200354651	021303	BOB BARKER CO INC	04/17/12	396 66	MW	OH		
A200354652	709220	BOON CHAPMAN BENEFIT ADMINIST	04/17/12	9,058 00	MW	OH		
A200354653	702559	BRIGGS, LYNETTE	04/17/12	950 00	MW	OH	B7	
A200354654	024240	BROOKSIDE EQUIP SALES INC	04/17/12	812 42	MW	OH		
A200354655	709370	BROWN, ADAM BANKS	04/17/12	689 00	MW	OH	B7	
A200354656	713231	BROWN, WENDY	04/17/12	51 62	MW	OH		
A200354657	712308	BURGHLI HOMES PROMENADE HOMES	04/17/12	73,321 01	MW	OH		
A200354658	711146	BYRDSON SERVICES LLC	04/17/12	33,032 14	MW	OH		
A200354659	701322	C JOHNNY ON THE SPOT INC	04/17/12	2,950 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354660	031559	CALICO WELDING SUPPLY CO	04/17/12	205 00	MW	OH		
A200354661	714367	CAMARATA, JOSEPH JR	04/17/12	20 00	MW	OH		
A200354662	709379	CANTRELL-AVLOES, VERONIQUE	04/17/12	73 26	MW	OH		
A200354663	421870	CARDINAL TRACKING INC	04/17/12	1 368 18	MW	OH		
A200354664	708822	CAREHERE LLC	04/17/12	49,058 91	MW	OH		
A200354665	706200	CASTILLO, MARK A	04/17/12	416 00	MW	OH	B7	
A200354666	702081	CEASER, KENDRIC	04/17/12	1,800 00	MW	OH	B7	
A200354667	706933	CEDRICK L MUHAMMAD PC	04/17/12	1,657 50	MW	OH	B7	
A200354668	706170	CENTER FOR SCIENCE IN THE PUB	04/17/12	10 00	MW	OH		
A200354669	407782	CENTERPOINT ENERGY	04/17/12	1,068 00	MW	OH		
A200354670	714370	CERONSKY ROSEN & GARCIA P C	04/17/12	12 00	MW	OH		
A200354671	702429	CHAIR TAI CHI	04/17/12	160 00	MW	OH		
A200354672	714391	CHAMBERLAIN, HARDLICKA, WHITE	04/17/12	8 00	MW	OH		
A200354673	406535	CHAN LONNIE	04/17/12	524 00	MW	OH	B7	
A200354674	702990	CHAPA,RON	04/17/12	86 00	MW	OH		
A200354675	410355	CHAPMAN, BRANDY	04/17/12	10 40	MW	OH		
A200354676	712596	CHERRY CRUSHED CONCRETE	04/17/12	13,989 83	MW	OH		
A200354677	714389	CHRISTIAN SMITH & JEWELL LLP	04/17/12	10 00	MW	OH		
A200354678	406638	CIMA COMPANIES INC, THE	04/17/12	310 56	MW	OH		
A200354679	033985	CITY OF GALVESTON	04/17/12	360 29	MW	OH		
A200354680	033985	CITY OF GALVESTON	04/17/12	1641 567 38	MW	OH		
A200354681	033985	CITY OF GALVESTON	04/17/12	162 21	MW	OH		
A200354682	033209	CITY OF LA MARQUE	04/17/12	340 02	MW	OH		
A200354683	033241	CITY OF LEAGUE CITY	04/17/12	1550,393 86	MW	OH		
A200354684	033241	CITY OF LEAGUE CITY	04/17/12	19,900 00	MW	OH		
A200354685	403085	CITY OF TEXAS CITY	04/17/12	1,252 94	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354686	403085	CITY OF TEXAS CITY	04/17/12	1,306 32	MW	OH		
A200354687	033290	CLARK, DIANE	04/17/12	104 00	MW	OH	B7	
A200354688	710180	CLEVELAND ASPHALT PRODUCTS IN	04/17/12	21 593 96	MW	OH		
A200354689	705546	CMC STEEL FABRICATORS INC	04/17/12	47 50	MW	OH		
A200354690	709601	COASTAL GASTROENOLOGY ASSOCIA	04/17/12	316 00	MW	OH		
A200354691	709601	COASTAL GASTROENOLOGY ASSOCIA	04/17/12	677 42	MW	OH		
A200354692	711569	COASTAL SURGICAL GROUP	04/17/12	278 28	MW	OH		
A200354693	081380	COASTAL SURVEYING OF TEXAS	04/17/12	5 00	MW	OH		
A200354694	034223	COLTZER, ROBERT G	04/17/12	180 00	MW	OH	B7	
A200354695	705337	CONZ, GLORIA	04/17/12	750 00	MW	OH		
A200354696	400896	COOK, DAVID	04/17/12	621 80	MW	OH	B7	
A200354697	410293	CORRECTIONS SOFTWARE CORPORAT	04/17/12	4,378 00	MW	OH		
A200354698	404940	COX, ELAINE	04/17/12	67 71	MW	OH		
A200354699	713773	CRAIN GROUP, LLC	04/17/12	103,798 47	MW	OH		
A200354700	709896	CRESCENT ENGINEERING COMPANY	04/17/12	1,243 77	MW	OH		
A200354701	714368	CRICK MICHAEL J	04/17/12	9 00	MW	OH		
A200354702	708051	D'AMBRA, LINDA	04/17/12	135 98	MW	OH		
A200354703	704992	DAHLENBURG, MICHAEL L	04/17/12	1,014 00	MW	OH	B7	
A200354704	704992	DAHLENBURG, MICHAEL L	04/17/12	572 00	MW	OH	B7	
A200354705	713994	DANESI OUTDOOR SERVICES	04/17/12	8,964 00	MW	OH		
A200354706	712697	DAUGHTRY & JORDAN PC	04/17/12	35 00	MW	OH		
A200354707	712299	DAVID HAMER MD PA	04/17/12	46 73	MW	OH		
A200354708	711809	DAVIS III, NEAL	04/17/12	3 445 00	MW	OH	B7	
A200354709	712412	DAVIS TRAILER AND TRUCK EQUIP	04/17/12	96 61	MW	OH		
A200354710	714280	DAVIS, PHILLIP	04/17/12	165 39	MW	OH		
A200354711	710679	DAVISON, AMRI	04/17/12	126 64	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354712	714399	DAVISON ULYNDA	04/17/12	60 00	MW	OH		
A200354713	714030	DEVLIN NAYLOR & TURBYFILL	04/17/12	5 00	MW	OH		
A200354714	714251	DIANON SYSTEMS INC	04/17/12	149 50	MW	OH		
A200354715	706153	DIAZ MARK A	04/17/12	6 467 50	MW	OH	B7	
A200354716	043182	DIBRELL III, JUDGE C G	04/17/12	269 28	MW	OH	B7	
A200354717	710008	DICKEY, ROCHELL	04/17/12	145 97	MW	OH		
A200354718	710000	DICKEY, WILLIAM SHANE	04/17/12	57 72	MW	OH		
A200354719	706718	DOLPHIN CHEMICAL & SUPPLY COM	04/17/12	2,047 50	MW	OH		
A200354720	714386	DRIGGS TITLE AGENCY INC	04/17/12	122 00	MW	OH		
A200354721	045286	DUCOTE, JAMES	04/17/12	281 45	MW	OH	B7	
A200354722	701181	DUCOTE, JEREMY B	04/17/12	1,007 50	MW	OH	B7	
A200354723	712144	DUNAWAY, LORI	04/17/12	845 00	MW	OH	B7	
A200354724	703381	DUSHANE, BRENDA	04/17/12	578 50	MW	OH	B7	
A200354725	709085	ELITE SOUND & SECURITY INC	04/17/12	227 86	MW	OH		
A200354726	714274	ELLIS, SABRINA E	04/17/12	300 00	MW	OH	B7	
A200354727	405028	ENTERGY	04/17/12	2,559 87	MW	OH		
A200354728	410642	FALCON CREST AVIATION INC	04/17/12	595 35	MW	OH		
A200354729	061234	FAMILY SERVICE CENTER OF GALV	04/17/12	21,916 00	MW	OH		
A200354730	061028	FAULIN DOUGLAS E	04/17/12	1,548 00	MW	OH	B7	
A200354731	410365	FAUS, SALVADOR	04/17/12	617 50	MW	OH	B7	
A200354732	407685	FILLINGAME INC	04/17/12	179 00	MW	OH		
A200354733	711019	FINEGAN SAMUEL K	04/17/12	552 50	MW	OH	B7	
A200354734	703810	FIRST CHOICE POWER	04/17/12	91 31	MW	OH		
A200354735	710210	FLEETCOR TECHNOLOGIES DBA CHE	04/17/12	143 70	MW	OH		
A200354736	410399	FOLEY, KERRI	04/17/12	3,960 00	MW	OH	B7	
A200354737	705781	FOSTER FENCE CORPORATION	04/17/12	8,484 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354738	710682	FOWLER, JANA K	04/17/12	379 92	MW	OH	B7	
A200354739	401012	FROST NATIONAL BANK	04/17/12	8 00	MW	OH		
A200354740	713606	FULTON & WELCH ATTORNEYS AT L	04/17/12	422 50	MW	OH	B7	
A200354741	704625	G & K SERVICES	04/17/12	461 84	MW	OH		
A200354742	431945	GALVESTON COUNTY HEALTH DISTR	04/17/12	253 00	MW	OH		
A200354743	406195	GALVESTON COUNTY SHERIFF'S DE	04/17/12	1,261 34	MW	OH		
A200354744	071175	GALVESTON COUNTY WCID #1	04/17/12	208 72	MW	OH		
A200354745	406982	GALVESTON DISTRICT CORP OF EN	04/17/12	6,250 00	MW	OH		
A200354746	712404	GALVESTON EYE GROUP PA	04/17/12	207 43	MW	OH		
A200354747	708789	GAMMA WASTE SYSTEMS	04/17/12	140 00	MW	OH		
A200354748	714393	GARY LEE ATTORNEY PLLC	04/17/12	5 00	MW	OH		
A200354749	701571	GELB, JEFFREY	04/17/12	292 50	MW	OH	B7	
A200354750	703986	GILLMAN, MICHAEL DAVID	04/17/12	2,282 50	MW	OH	B7	
A200354751	714405	GILMORE, WANDA	04/17/12	300 00	MW	OH		
A200354752	707726	GO ACCESSORIES	04/17/12	55 00	MW	OH		
A200354753	712818	GODINICH MD PA, MARY JO	04/17/12	168 77	MW	OH		
A200354754	708298	GOLDSBERRY & ASSOCIATES PLLC	04/17/12	65 00	MW	OH	B7	
A200354755	708298	GOLDSBERRY & ASSOCIATES PLLC	04/17/12	1,015 00	MW	OH	B7	
A200354756	708833	GOVDEALS INC	04/17/12	2,202 08	MW	OH		
A200354757	711957	GRAKK INC	04/17/12	1,498 00	MW	OH		
A200354758	706411	GREATER HOUSTON EMERGENCY PHY	04/17/12	1,038 40	MW	OH		
A200354759	706411	GREATER HOUSTON EMERGENCY PHY	04/17/12	178 60	MW	OH		
A200354760	706411	GREATER HOUSTON EMERGENCY PHY	04/17/12	108 82	MW	OH		
A200354761	713797	GREATER HOUSTON RADIATION ONC	04/17/12	3,682 06	MW	OH		
A200354762	704287	GREEN MOUNTAIN ENERGY CO	04/17/12	118 80	MW	OH		
A200354763	401104	GULFSIDE OVERHEAD DOOR COMPAN	04/17/12	1,858 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354764	712770	GURRY MECHANICAL L P	04/17/12	4,082 15	MW	OH		
A200354765	714390	h BRAD PARKER P C	04/17/12	32 00	MW	OH		
A200354766	713916	HARRIS EMERGENCY MEDICINE ASS	04/17/12	233 01	MW	OH		
A200354767	714394	HAYS MCCONN RICE AND PICKERIN	04/17/12	8 00	MW	OH		
A200354768	084947	HEARST NEWSPAPERS PARTNERSHIP	04/17/12	312 00	MW	OH		
A200354769	714263	HEERMANS, THOMAS MATHEW	04/17/12	357 50	MW	OH	B7	
A200354770	431294	HENDERSON ANTHONY	04/17/12	118 22	MW	OH		
A200354771	705115	HENRY, THERESA	04/17/12	617 50	MW	OH	B7	
A200354772	710047	HERNANDEZ, SUSAN	04/17/12	31 08	MW	OH		
A200354773	710193	HI-WAY EQUIPMENT COMPANY LLC	04/17/12	243 26	MW	OH		
A200354774	083501	HINDMAN, MARGARET	04/17/12	4,322 50	MW	OH	B7	
A200354775	409105	HOME DEPOT	04/17/12	340 95	MW	OH		
A200354776	409105	HOME DEPOT	04/17/12	47 55	MW	OH		
A200354777	084236	HOUSTON EQUIPMENT COMPANY	04/17/12	297 50	MW	OH		
A200354778	706495	HOUSTON FREIGHTLINER STERLING	04/17/12	8 85	MW	OH		
A200354779	712986	HOUSTON PROGRESSIVE RADIOLOGY	04/17/12	54 26	MW	OH		
A200354780	700685	HOV SERVICES INC	04/17/12	949 87	MW	OH		
A200354781	705379	HUGH PATRICK CONSTRUCTORS	04/17/12	18,676 99	MW	OH		
A200354782	714392	HUGHES WATTERS & ASKANASE LLP	04/17/12	5 00	MW	OH		
A200354783	711253	HULL & ASSOCIATES P C	04/17/12	30 00	MW	OH		
A200354784	707488	IBRAHIM & ELLIOTT LLP	04/17/12	276 25	MW	OH	B7	
A200354785	714361	INDEPENDENCE TITLE	04/17/12	8 00	MW	OH		
A200354786	706409	INPATIENT CONSULTANTS OF TEXA	04/17/12	108 67	MW	OH		
A200354787	701395	INTERNATIONAL ASSOCIATION OF	04/17/12	50 00	MW	OH		
A200354788	707874	INTERVENTION RESOURCES	04/17/12	700 00	MW	OH		
A200354789	714382	IRESON & WEIZEL PLLC	04/17/12	32 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354790	011031	ISLAND FIRE & SAFETY EQUIPMEN	04/17/12	639 50	MW	OH		
A200354791	701901	J W KELSO COMPANY INC	04/17/12	133,987 65	MW	OH		
A200354792	701901	J W KELSO COMPANY INC	04/17/12	27,584 28	MW	OH		
A200354793	712730	JACK O'BOYLE & ASSOCIATES	04/17/12	5 00	MW	OH		
A200354794	407630	JACKSON, CALVIN C	04/17/12	422 50	MW	OH	B7	
A200354795	712357	JACKSON, ERIN LARENA	04/17/12	90 00	MW	OH	B7	
A200354796	409049	JAHN-GALVESTON INSURANCE AGEN	04/17/12	10,648 01	MW	OH		
A200354797	408547	JALUPKA, GAIL	04/17/12	1,656 00	MW	OH	B7	
A200354798	712026	JANNETT, COREY	04/17/12	30 65	MW	OH		
A200354799	705849	JONES, CHARLOTTE	04/17/12	106 01	MW	OH		
A200354800	701243	JONES, STACEY LEE	04/17/12	1,495 00	MW	OH	B7	
A200354801	400520	JOSEPH, JUNE	04/17/12	204 80	MW	OH		
A200354802	410476	JP MORGAN CHASE	04/17/12	264,072 47	MW	OH		
A200354803	405344	KENNIE, MARGARET	04/17/12	960 00	MW	OH	B7	
A200354804	712256	KIESCHNICK, JONATHAN C	04/17/12	260 00	MW	OH	B7	
A200354805	700067	KILGORE JEFFREY A	04/17/12	550 00	MW	OH	B7	
A200354806	074724	KINGWOOD COMMUNITY	04/17/12	100 00	MW	OH	RE	
A200354807	711325	KIWI TIRE SHOP	04/17/12	10 00	MW	OH		
A200354808	402386	KLEEN JANITORIAL SUPPLY COMPA	04/17/12	3,443 02	MW	OH		
A200354809	701428	KLYNG, KERRY	04/17/12	133 76	MW	OH		
A200354810	407886	LABORATORY CORPORATION OF AME	04/17/12	54 69	MW	OH		
A200354811	713251	LAHENS-ABNER LAW OFFICE	04/17/12	211 25	MW	OH	B7	
A200354812	714362	LANIER LAW FIRM	04/17/12	30 00	MW	OH		
A200354813	121053	LANSDOWNE MOODY CO LP	04/17/12	48 40	MW	OH		
A200354814	711705	LARSON, FAITH	04/17/12	177 05	MW	OH		
A200354815	712809	LAW OFFICE OF AMY MARTIN	04/17/12	4,893 75	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354816	711176	LAW OFFICE OF CS HALL PLLC	04/17/12	503 75	MW	OH	B7	
A200354817	711543	LAW OFFICE OF MICHAEL RUSSO P	04/17/12	666 25	MW	OH	B7	
A200354818	706605	LAW OFFICE OF MICHELE BASSETT	04/17/12	429 00	MW	OH	B7	
A200354819	708815	LAW OFFICE OF PAUL B KENNEDY	04/17/12	390 00	MW	OH	B7	
A200354820	713605	LAW OFFICE OF PHILLIP M DAVI	04/17/12	130 00	MW	OH	B7	
A200354821	403281	LAW OFFICES OF DAVID P WALKER	04/17/12	1,449 50	MW	OH	B7	
A200354822	708879	LAW OFFICES OF SUSAN M EDMONS	04/17/12	5,986 50	MW	OH	B7	
A200354823	710420	LEAGUE CITY OUTDOOR POWER EQU	04/17/12	6 35	MW	OH		
A200354824	701436	LEBOEUF, JOANNIE M	04/17/12	3 33	MW	OH		
A200354825	714326	LEWIS & LEWIS ATTORNEYS AT LA	04/17/12	34 00	MW	OH		
A200354826	123026	LIGGIOS TIRE AND SERVICE CENT	04/17/12	2 349 59	MW	OH		
A200354827	707090	LINEBARGER GOGGAN BLAIR & SAM	04/17/12	7 002 35	MW	OH		
A200354828	707090	LINEBARGER GOGGAN BLAIR & SAM	04/17/12	1 486 25	MW	OH		
A200354829	705152	LOVE, PAUL	04/17/12	5,248 75	MW	OH	B7	
A200354830	713742	LSI TITLE AGENCY, INC	04/17/12	40 00	MW	OH		
A200354831	711912	M BRUCE FORT PC	04/17/12	1,800 00	MW	OH	B7	
A200354832	709123	M FOX CURL AND ASSOCIATES PC	04/17/12	256 10	MW	OH	B7	
A200354833	704046	MABRY HERBECK & ROBERTS	04/17/12	86 00	MW	OH		
A200354834	704046	MABRY HERBECK & ROBERTS	04/17/12	5 00	MW	OH		
A200354835	713102	MAGNUSON HARDWARE LP	04/17/12	3,955 00	MW	OH		
A200354836	713989	MAILFINANCE INC	04/17/12	3,541 83	MW	OH		
A200354837	706407	MAINLAND PATHOLOGY ASSOCIATES	04/17/12	32 39	MW	OH		
A200354838	706284	MAINLAND PULMONARY ASSOCIATES	04/17/12	225 25	MW	OH		
A200354839	706406	MAINLAND RADIOLOGICAL ASSOCIA	04/17/12	959 40	MW	OH		
A200354840	709125	MALONEY & PARKS LLP	04/17/12	195 00	MW	OH	B7	
A200354841	712497	MANSIONS AT MOSES LAKE	04/17/12	100 00	MW	OH	RE	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354842	407300	MARION, WILLIAM DAVID	04/17/12	929 50	MW	OH	B7	
A200354843	409490	MARK 1 PLUMBING INC	04/17/12	4,709 28	MW	OH		
A200354844	710378	MARTIN RESOURCE MANAGEMENT CO	04/17/12	1,936 20	MW	OH		
A200354845	711273	MARTIN, GEORGE D	04/17/12	25 00	MW	OH		
A200354846	705424	MASTER WORD SERVICE INC	04/17/12	6,633 39	MW	OH		
A200354847	407317	MATHESON TRI-GAS INC	04/17/12	214 91	MW	OH		
A200354848	714366	MAURO, FRANK L	04/17/12	5 00	MW	OH		
A200354849	714409	MCCALL SB-INC	04/17/12	562 68	MW	OH		
A200354850	136689	MCLEOD ALEXANDER POWEL & APFF	04/17/12	923 00	MW	OH	B7	
A200354851	708527	MCNAIR, COREY	04/17/12	127 10	MW	OH		
A200354852	131029	MCREE FORD INC	04/17/12	22 74	MW	OH		
A200354853	711185	MEMORIAL HERMANN HOSPITAL SYS	04/17/12	3,127 78	MW	OH		
A200354854	404466	MEMORIAL RADIOLOGY ASSOCIATES	04/17/12	94 89	MW	OH		
A200354855	712765	MGC INC	04/17/12	13 237 30	MW	OH		
A200354856	705575	MILAM AND COMPANY PAINTING IN	04/17/12	41,234 75	MW	OH		
A200354857	705354	MILLER, JARVIS	04/17/12	96 57	MW	OH		
A200354858	032250	MITCHELL CHUOKE PLUMBING CO	04/17/12	130 113 80	MW	OH		
A200354859	032250	MITCHELL CHUOKE PLUMBING CO	04/17/12	800 00	MW	OH		
A200354860	708832	MONTY NICHOLS INC	04/17/12	155,68	MW	OH		
A200354861	710357	MORRIS, PHILLIP W	04/17/12	1 300 00	MW	OH	B7	
A200354862	405987	MUELLER, DINAH J	04/17/12	213 61	MW	OH	B7	
A200354863	406192	MUSTANG RENTAL SERVICES INC	04/17/12	1,988 23	MW	OH		
A200354864	404669	MUSTANG TRACTOR & EQUIPMENT C	04/17/12	34 20	MW	OH		
A200354865	714412	NAVY MONICA	04/17/12	215 90	MW	OH		
A200354866	410387	NEOPOST USA INC	04/17/12	138 00	MW	OH		
A200354867	705360	NETWORK CABLING SERVICES INC	04/17/12	1,683 06	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354868	410734	NICHOLSON, CONNIE	04/17/12	74 93	MW	OH		
A200354869	713699	OLALEKAN, JAMES	04/17/12	75 48	MW	OH		
A200354870	710509	OLYMPIA BUSINESS SYSTEMS, INC	04/17/12	110 00	MW	OH		
A200354871	703084	OMNI BASE SERVICES INC	04/17/12	382 00	MW	OH		
A200354872	703084	OMNI BASE SERVICES INC	04/17/12	1,734 64	MW	OH		
A200354873	711861	ONE 80 LONESTAR LLC	04/17/12	12,277 24	MW	OH		
A200354874	705252	ONEOK INC	04/17/12	29,123 01	MW	OH		
A200354875	705252	ONEOK INC	04/17/12	22 15	MW	OH		
A200354876	704067	ORDAZ, WILLIAM	04/17/12	198 14	MW	OH		
A200354877	706281	ORTHOPEDIC CLINIC OF GALVESTO	04/17/12	2,090 30	MW	OH		
A200354878	400105	OWEN ELECTRIC SUPPLY	04/17/12	148 33	MW	OH		
A200354879	714365	PALMER, TRACIE BONHAM	04/17/12	5 00	MW	OH		
A200354880	409712	PARISH ERVIN R	04/17/12	72 71	MW	OH		
A200354881	711293	PARKS, TAMRA	04/17/12	1,013 12	MW	OH	B7	
A200354882	706418	PATIENT'S ANESTHESIA GROUP PA	04/17/12	662 29	MW	OH		
A200354883	713525	PI SERVICES	04/17/12	3,736 20	MW	OH	B7	
A200354884	405621	PORT SUPPLY	04/17/12	187 19	MW	OH		
A200354885	713451	PUENTES, ERICA	04/17/12	351 87	MW	OH		
A200354886	711312	QUEST DIAGNOSTICS CLINICAL LA	04/17/12	656 33	MW	OH		
A200354887	055012	R B EVERETT & CO	04/17/12	122 63	MW	OH		
A200354888	712886	R W LUCAS CONSTRUCTION LLC	04/17/12	134,813 53	MW	OH		
A200354889	712886	R W LUCAS CONSTRUCTION LLC	04/17/12	28 693 23	MW	OH		
A200354890	712364	RAMIREZ, VICTORIA	04/17/12	87 14	MW	OH		
A200354891	714398	RHOADS, KENDRA	04/17/12	130 00	MW	OH		
A200354892	712991	ROADY, JACK	04/17/12	367 80	MW	OH		
A200354893	713716	RODRIGUEZ, VANESSA	04/17/12	61 61	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Pel To	Note
A200354894	406506	ROELL, HOLLY C	04/17/12	975 00	MW	OH	B7	
A200354895	712827	ROMERO LAW FIRM PC	04/17/12	842 00	MW	OH	B7	
A200354896	710070	ROSE DERRECK	04/17/12	154 01	MW	OH		
A200354897	706328	ROSEMON, VANESSA R	04/17/12	164 28	MW	OH		
A200354898	184069	ROSENBERG LIBRARY	04/17/12	45,083 33	MW	OH		
A200354899	410635	RUSCELLI, VINCENT	04/17/12	400 00	MW	OH		
A200354900	403785	SAENZ, ALVIN N	04/17/12	4,095 00	MW	OH	B7	
A200354901	191106	SAN LEON MUNICIPAL UTILITY DI	04/17/12	63 78	MW	OH		
A200354902	400133	SANDERS, EARNESTINE LYNCH	04/17/12	48 84	MW	OH		
A200354903	191023	SANTA FE AUTO PARTS INC	04/17/12	4 818 74	MW	OH		
A200354904	702664	SCHWAB TAYLOR	04/17/12	754 00	MW	OH	B7	
A200354905	711834	SEARS & BENNETT LLP	04/17/12	2,388 75	MW	OH	B7	
A200354906	192161	SHATTUCK, BOB	04/17/12	962 50	MW	OH	B7	
A200354907	134221	SHEARN MOODY PLAZA CORP	04/17/12	51,281 81	MW	OH		
A200354908	711193	SHELMARK ENGINEERING L L C	04/17/12	2,400 00	MW	OH		
A200354909	405858	SHELTERING HARBOUR	04/17/12	4,285 75	MW	OH		
A200354910	400542	SHERWIN WILLIAMS PAINT CORP	04/17/12	245 72	MW	OH		
A200354911	706313	SKUFCA, RICHARD	04/17/12	76 04	MW	OH		
A200354912	713532	SMITH, MEGHANN	04/17/12	552 50	MW	OH	B7	
A200354913	709133	SNIDER TIRE INC	04/17/12	4,532 10	MW	OH		
A200354914	704289	SOLUTIONS4SURE COM INC	04/17/12	185 20	MW	OH		
A200354915	701326	SOUTHERN COMPUTER WAREHOUSE	04/17/12	192 01	MW	OH		
A200354916	707542	SPRINT SPECTRUM LP	04/17/12	404 63	MW	OH		
A200354917	707013	STACEY VALDEZ & ASSOCIATES PL	04/17/12	260 00	MW	OH	B7	
A200354918	712009	STEFFEY, MICHAEL	04/17/12	13,600 00	MW	OH		
A200354919	713764	STERLING STRUCTURES INC	04/17/12	337,444 98	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354920	194514	STEVENS MARK W	04/17/12	481 00	MW	OH	B7	
A200354921	404828	STEWART TITLE CO	04/17/12	1283,664 73	MW	OH		
A200354922	702839	SUHLER, DAVID	04/17/12	2,865 00	MW	OH	B7	
A200354923	711234	SULLIVAN LAND SERVICES LTD	04/17/12	330 443 42	MW	OH		
A200354924	713229	SULLIVAN, MISTY	04/17/12	586 64	MW	OH		
A200354925	712040	SUMMERLIN LAW FIPM PLLC	04/17/12	763 75	MW	OH	B7	
A200354926	405722	SUN COAST RESOURCES INC	04/17/12	39,298 33	MW	OH		
A200354927	195016	SUTHERLAND LUMBER SOUTHWEST I	04/17/12	305 27	MW	OH		
A200354928	705938	T'S GUNS AND AMMO INC	04/17/12	188 00	MW	OH		
A200354929	406738	TARGET STORES	04/17/12	244 71	MW	OH		
A200354930	708736	TARLOW, NATHANIEL	04/17/12	38 00	MW	OH		
A200354931	410529	TAYLOR, ANGELA M	04/17/12	763 75	MW	OH	B7	
A200354932	711926	TEGRITY HOMES LLC	04/17/12	10,106 87	MW	OH		
A200354933	708583	TEXAS LAW & PSYCHIATRY PLLC	04/17/12	4,800 00	MW	OH	MH	
A200354934	405297	TEXAS LAWYERS INSURANCE EXCHA	04/17/12	1,500 00	MW	OH		
A200354935	202267	TEXAS PARKS AND WILDLIFE DEPT	04/17/12	2,120 14	MW	OH		
A200354936	709894	TEXAS STATE LIBRARY AND ARCHI	04/17/12	80 00	MW	OH		
A200354937	714169	THE FRAZIER LAW FIRM, PC	04/17/12	81 25	MW	OH	B7	
A200354938	406147	THOMA, JOHN	04/17/12	440 00	MW	OH	B7	
A200354939	700583	TORRES, ROBERTO	04/17/12	130 00	MW	OH	B7	
A200354940	700583	TORRES, ROBERTO	04/17/12	585 00	MW	OH	B7	
A200354941	204479	TREASURE ISLAND TROPHIFS	04/17/12	125 00	MW	OH		
A200354942	712290	TREE MENDUS	04/17/12	1,450 00	MW	OH		
A200354943	703616	TRIPLE S STEEL SUPPLY LLC	04/17/12	268 00	MW	OH		
A200354944	401653	TRUCK PARTS & SPECIALISTS INC	04/17/12	186 58	MW	OH		
A200354945	710161	TUBING AND METRICS HYDRAULICS	04/17/12	23 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200354946	703929	TXU ENERGY RETAIL COMPANY LP	04/17/12	100 00	MW	OH		
A200354947	710045	TYLER TECHNOLOGIES - THE SOFT	04/17/12	38,021 86	MW	OH		
A200354948	714008	TYRONE C MONCRIFFE & ASSOCIAT	04/17/12	3,000 00	MW	OH	B7	
A200354949	709330	U S BANK NATIONAL ASSOCIATION	04/17/12	400 00	MW	OH		
A200354950	705306	UNBEHAGEN O C	04/17/12	6,666 66	MW	OH		
A200354951	710373	UNGER & HERSHKOWITZ	04/17/12	845 00	MW	OH	B7	
A200354952	402812	UTMB	04/17/12	1,600 00	MW	OH	MH	
A200354953	402812	UTMB	04/17/12	632 05	MW	OH		
A200354954	703768	VALLEY SERVICES INC	04/17/12	22,723 92	MW	OH		
A200354955	711874	VAN DE WIELE & VOGLER INC	04/17/12	2 191 00	MW	OH		
A200354956	709039	VICKERY, KAY	04/17/12	31 91	MW	OH		
A200354957	708752	VOICE4NET COM	04/17/12	50 00	MW	OH		
A200354958	701863	WEBER, WINIFRED B	04/17/12	422 50	MW	OH	B7	
A200354959	700273	WELSH, MATTHEW SEAN	04/17/12	425 55	MW	OH		
A200354960	701533	WEST PUBLISHING CORPORATION	04/17/12	12,548 41	MW	OH		
A200354961	711131	WILLIAMS, ANETRA	04/17/12	54 95	MW	OH		
A200354962	712638	WILSON JOCELYN	04/17/12	625 49	MW	OH		
A200354963	712998	ZENDEH DEL AND ASSOCIATES PLL	04/17/12	661 39	MW	OH	B7	
A200354964	711209	ZOLL, ERIKA SUSAN	04/17/12	1,170 00	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	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	74 ,226 41	Number of Checks Processed	356
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	7450,226 41		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000391	712005	CIANBRO/BRASFIELD & GORRIE II	04/17/12	457,140 10	CX	OH		
F600000392	714252	CLASSIC AUTOPLEX GALVESTON	04/17/12	9,781 19	CX	OH		
F600000393	711931	DSW HOMES LLC	04/17/12	138,535 60	CX	OH		
F600000394	071118	GALVESTON NEWSPAPERS INC	04/17/12	24,108 25	CX	OH		
F600000395	403006	KEYWORTHS HARDWARE INC	04/17/12	366 43	CX	OH		
F600000396	708153	LAW OFFICE OF KATHRYN BRADFIE	04/17/12	1,115 15	CX	OH	B7	
F600000397	711227	TRIPLE B SERVICES LLP	04/17/12	879,645 47	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	1510 692 19	Number of Checks Processed	7
S U B T O T A L	1510 692 19		

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

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	7450,226 41	Number of Checks Processed	356
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	1510,692 19	Number of Checks Processed	7
G R A N D T O T A L	8960,918 60		

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Invoice Number	Account Info	Amount
FUND: 3312	**Unltd Tax Road Bonds Sr 2009**	
Warrant #: VW 00354965	**Payee Name: SOUTH LAND TITLE LLC**	
620	3312000000 - 2295020 Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	528 00
	Warrant Total:	**528.00**
	FUND 3312 TOTAL:	**528.00**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Summary of All Funds

Fund	Amount
3312 Unltd Tax Road Bonds Sr 2009	528 00
Grand Total:	**528.00**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 04/17/2012

Approved Order to pay by Commissioners Court this day April 17th 2012.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

abstained

Patrick Doyle, Galveston County Commissioner, Pct 1

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

ATTEST:

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

By Brandy Chapman Deputy

Brandy Chapman

AGENDA ITEM #1b

ORDER

On this the 17th 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 April 11th, 2012 and being salary warrant numbers **PY0333249 through PY0333272 and EFT90330528 through EFT90331813.** The gross amount of such warrants are estimated **$2,879,362.89 for Biweekly Payroll #08, 2012.**

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

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 17TH 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

ORDER

On this the 17th 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 April 11th, 2012 and being salary warrant numbers **PY0333273 through PY0333323.** The gross amount of such warrants are estimated **$2,041.27 for Biweekly Payroll #08, 2012 Election Payroll.**

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

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 17TH 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 : 3/29/2012 thru 4/11/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	DETABLAN, JUNICE-RYAN	FTBE	26 SR MICROFILMING TECHNICIAN		3/29/2012	11A1	$28,617	1,100 66 B	TERMINATION
114000	County Clerk	MAYCUMBER, SUSAN M	FTBE	10 DEPUTY COUNTY CLERK		3/31/2012	10C1	$28,617	1,100 66 B	TERMINATION
114000	County Clerk	YOUNGBLOOD,	FTBE	35 DEPUTY COUNTY CLERK	3/29/2012		10A1	$27,238	1,047 62 B	APPOINTMENT
114030	Election Expense	GRYCZKCU, MILLICENT	PTEL	500 ELECTION WORKER-TEMP	3/29/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	MCNEMAR, MANDY RENA	PTEL	500 ELECTION WORKER-TEMP	3/29/2012		0000	$10,400	400 00 B	APPOINTMENT
114030	Election Expense	RANDLE, SHERRONDA R	PTEL	500 ELECTION WORKER-TEMP	3/29/2012		0000	$10,400	10 00 H	APPOINTMENT
126100	District Clerk	LONGCOY, TINA M	FTBE	3 CHIEF EXECUTIVE OFFICER		3/29/2012	19H1	$50,498	1,942 24 B	TERMINATION
126100	District Clerk	ZENDEHDEL, SARA	PTNH	527 COURT CLERK COORDINATOR		4/4/2012	14A1	$16,598	15 96 H	TERMINATION
128100	Pre-Trial Release	KENNIE, MARGARET E	FTBE	7 ADMINISTRATIVE COODINATOR		3/31/2012	18C1	$42,482	1,633 94 B	TERMINATION
151480	Road District #1	CAVASOS, LOUIS	PTNH	503 TOLL COLLECTOR	3/29/2012		05A1	$10,639	10 23 H	APPOINTMENT
151500	Tax Assessor/Collector	PIMENTEL, DEBORAH E	FTBE	3 CHIEF DEPUTY OF OPERATIONS	4/5/2012		21E1	$54,381	2,091 58 B	PROMOTION
151800	Purchasing	BESHEARS, VICKIE J	FTBE	10 FIXED ASSET PROPERTY	4/11/2012		16E1	$40,435	1,555 20 B	TRANSFER
151800	Purchasing	QUIROGA, ERIN	FTBE	4 SENIOR BUYER	4/11/2012		16E1	$40,435	1,555 20 B	PROMOTION
152500	Administration (even)	POSEY, MAURA P	FTBE	3 EXECUTIVE ASSISTANT	4/11/2012		12A1	$30,065	1,156 38 B	APPOINTMENT
152500	Administration (even)	SARVIS, CRYSTAL L	FTBE	2 MONITORING COORDINATOR	4/11/2012		18A1	$40,435	1,555 20 B	PROMOTION
159100	Information Technology	DERAIMO, JOY L	FTBE	58 SENIOR SERVER ANALYST	3/30/2012		22E1	$60,026	2,308 71 B	REASSIGNMENT
190100	County Engineer	FENTON, RALINDA L	FTBE	5 ENGINEERING SPECIALIST	4/10/2012		19A1	$42,482	1,633 94 B	APPOINTMENT
211131	Identification Division	HENSON, LESLIE L	FTBE	5 DEPUTY II		4/11/2012	14G1	$38,487	1,480 27 B	BUDGET/COLA INC
211131	Identification Division	WELCH, JESSICA A	FTBE	8 ADMINISTRATIVE SECRETARY		4/11/2012	10A1	$27,238	1,047 62 B	TERMINATION
211133	Corrections-Sheriff	BLAIR, MICHAEL S	FTBE	145 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	BROOKS, SHAWNA M	FTBE	228 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	BURTON, ELLEN M	FTBE	186 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	GARCIA, VICTORIA A	FTBE	117 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	HURLEY, SEAN M	FTBE	154 DEPUTY I		4/11/2012	13D1	$34,016	1,308 34 B	TERMINATION

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 3/29/2012 thru 4/11/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	JENKINS, TOI L	FTBE	166 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	MANICKAS IV, PETER A	FTBE	189 ENTRY LEVEL	4/9/2012	4/11/2012	12D1	$32,377	1,245 30 B	TERMINATION
211133	Corrections-Sheriff	MCMILLAN, TYSON J	FTBE	173 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	MORALES, LINDA P	FTBE	223 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	RULAND, NICOLE L	FTBE	190 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	SMITH, MICHELLE K	FTBE	267 ENTRY LEVEL	4/9/2012		12D1	$32,377	1,245 30 B	APPOINTMENT
211133	Corrections-Sheriff	TYUS, KENDRA R	FTBE	218 ENTRY LEVEL		3/30/2012	12D1	$32,377	1,245 30 B	TERMINATION
211143	Patrol Division	COLLINS, MICHAEL C	PTNS	82 DEPUTY, PART-TIME		3/30/2012	0000	$1,480	56 96 B	TERMINATION
223700	Constable Pct #7 - Matranga	STREETER, DAVID	FTBE	7 DEPUTY CONSTABLE-PCT 7		4/5/2012	15A1	$34,867	1,341 05 B	TERMINATION
223700	Constable Pct #7 - Matranga	STUART, HANNA M	FTBE	7 DEPUTY CONSTABLE-PCT 7	4/5/2012		15A1	$34,867	1,341.05 B	PROMOTION
255100	Adult Probation	ALZAFARI, ERIC M	FTBE	412 PROBATION OFFICER	3/29/2012		0000	$33,499	1,288 46 B	SALARY ADJUST
255100	Adult Probation	BARRETT, GARLAND E	FTBE	6 PROBATION OFFICER	3/29/2012		0000	$36,400	1,400 00 B	SALARY ADJUST
255100	Adult Probation	BELL, PAULA M	FTBE	36 PROBATION OFFICER	3/29/2012		0000	$34,999	1,346 15 B	SALARY ADJUST
255100	Adult Probation	CARLISLE, AMIS PRESTON	FTBE	32 PROBATION OFFICER	3/29/2012		0000	$34,400	1,323 08 B	SALARY ADJUST
255100	Adult Probation	CASTANO, JULIE M	FTBE	27 SECRETARY	3/29/2012		0000	$36,820	1,416 19 B	SALARY ADJUST
255100	Adult Probation	COPPOLA, FRANCESCO W	FTBE	20 ASSISTANT SUPERVISOR	3/29/2012		0000	$39,221	1,508 50 B	SALARY ADJUST
255100	Adult Probation	DAITZ, JENNIFER S	FTBE	31 PROBATION OFFICER	3/29/2012		0000	$34,999	1,346 15 B	SALARY ADJUST
255100	Adult Probation	DAVIS, PHILLIP A	FTBE	18 PROBATION OFFICER	3/29/2012		0000	$34,100	1,311 54 B	SALARY ADJUST
255100	Adult Probation	DICKEY, ROCHELL	FTBE	10 PROBATION OFFICER	3/29/2012		0000	$36,099	1,388 46 B	SALARY ADJUST
255100	Adult Probation	DICKEY, WILLIAM S	FTBE	2 PROBATION OFFICER	3/29/2012		0000	$36,099	1,388 46 B	SALARY ADJUST
255100	Adult Probation	DUNCAN, ALICIA A	FTBE	25 SECRETARY	3/29/2012		0000	$29,500	1,134 62 B	SALARY ADJUST
255100	Adult Probation	FEATHERLY, CHRISTINA H	FTBE	16 PROBATION OFFICER	3/29/2012		0000	$36,099	1,388 46 B	SALARY ADJUST
255100	Adult Probation	HARRIS, CELINE D	FTBE	40 PROBATION OFFICER	3/29/2012		0000	$36,099	1,388 46 B	SALARY ADJUST
255100	Adult Probation	HENDERSON, ANTHONY C	FTBE	21 ASSISTANT SUPERVISOR	3/29/2012		0000	$38,399	1,476 92 B	SALARY ADJUST
255100	Adult Probation	JONES, CHARLOTTE M	FTBE	19 PROBATION OFFICER	3/29/2012		0000	$37,206	1,431 00 B	SALARY ADJUST
255100	Adult Probation	LACY, WILLIE H	FTBE	45 PROBATION OFFICER	3/29/2012		0000	$42,753	1,644 35 B	SALARY ADJUST
255100	Adult Probation	MAGUIRE, STEPHANIE	FTBE	54 SECRETARY	3/29/2012		0000	$37,165	1,429 46 B	SALARY ADJUST
255100	Adult Probation	MCKEE, JOANNE	FTBE	48 SECRETARY	3/29/2012		0000	$37,246	1,432 54 B	SALARY ADJUST
255100	Adult Probation	MCNAIR, COREY L	FTBE	43 PROBATION OFFICER	3/29/2012		0000	$36,400	1,400 00 B	SALARY ADJUST

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 3/29/2012 thru 4/11/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
255100	Adult Probation	MORGAN, MONICA	FTBE	24 SECRETARY	3/29/2012		0000	$26,000	1,000 00 B	SALARY ADJUST
255100	Adult Probation	NAVY, MONICA M	FTBE	23 PROBATION OFFICER	3/29/2012		0000	$34,700	1,334 62 B	SALARY ADJUST
255100	Adult Probation	NESEMEYER, MARCIA K	FTBE	22 SECRETARY	3/29/2012		0000	$37,521	1,443 12 B	SALARY ADJUST
255100	Adult Probation	OLALEKAN JR, JAMES O	FTBE	17 PROBATION OFFICER	3/29/2012		0000	$34,100	1,311 54 B	SALARY ADJUST
255100	Adult Probation	ROBERTSON, VICKI H	FTBE	26 SECRETARY	3/29/2012		0000	$37,380	1,437 73 B	SALARY ADJUST
255100	Adult Probation	RODRIGUEZ, VANESSA C	FTBE	33 PROBATION OFFICER	3/29/2012		0000	$34,400	1,323 08 B	SALARY ADJUST
255100	Adult Probation	ROSEMON, VANESSA R	FTBE	12 PROBATION OFFICER	3/29/2012		0000	$37,105	1,427 15 B	SALARY ADJUST
255100	Adult Probation	SAUNDERS, KAREN F	FTBE	35 PROBATION OFFICER	3/29/2012		0000	$43,501	1,673 12 B	SALARY ADJUST
255100	Adult Probation	SULLIVANT, GAYLE M	FTBE	8 PROBATION OFFICER	3/29/2012		0000	$40,196	1,546 00 B	SALARY ADJUST
255100	Adult Probation	THOMPSON, SHELLY M	FTBE	9 ASSISTANT SUPERVISOR	3/29/2012		0000	$37,000	1,423 08 B	SALARY ADJUST
255100	Adult Probation	VANCE, KYMEBRLY JO	FTBE	41 PROBATION OFFICER	3/29/2012		0000	$36,400	1,400 00 B	SALARY ADJUST
255100	Adult Probation	WATERWALL, CHASE A	FTBE	7 PROBATION OFFICER	3/29/2012		0000	$33,800	1,300 00 B	SALARY ADJUST
255100	Adult Probation	WILLIAMS, ANETRA R	FTBE	3 PROBATION OFFICER	3/29/2012		0000	$34,999	1,346 15 B	SALARY ADJUST
255110	Special Substance Abuse	D'AMBRA, LINDA J	FTBE	13 PROBATION OFFICER	3/29/2012		0000	$36,700	1,411 54 B	SALARY ADJUST
255110	Special Substance Abuse	MILLER, JARVIS D	FTBE	49 ASSISTANT SUPERVISOR	3/29/2012		0000	$39,351	1,513.50 B	SALARY ADJUST
255110	Special Substance Abuse	SKUFCA, RICHARD G	FTBE	38 PROBATION OFFICER	3/29/2012		0000	$39,011	1,500 43 B	SALARY ADJUST
255136	Sex Offender Supervision	BROWN, JUDY A	FTBE	404 PROBATION OFFICER	3/29/2012		0000	$48,446	1,863.31 B	SALARY ADJUST
255136	Sex Offender Supervision	KLYNG, KERRY A	FTBE	3 PROBATION OFFICER	3/29/2012		0000	$42,406	1,631 00 B	SALARY ADJUST
255136	Sex Offender Supervision	ORDAZ, WILLIAM H	FTBE	23 PROBATION OFFICER	3/29/2012		0000	$39,160	1,506 19 B	SALARY ADJUST
256105	Juv Justice - Administration	LEE, LEDA F	FTBE	4 OFFICE MANAGER		3/31/2012	14M1	$44,632	1,716 65 B	TERMINATION
256105	Juv Justice - Administration	WILLIAMS, AMANDA J	FTBE	4 OFFICE MANAGER	4/9/2012		14A1	$33,187	1,276 43 B	APPOINTMENT
256118	Detention	DAVIS, FABIAN	FTBE	22 JUVENILE PROBATION OFCR	3/29/2012		1600	$39,100	1,503 86 B	PROMOTION
256118	Detention	MCDONALD, MATTHEW J	FTBE	45 JUVENILE SUPERVISION OFCR	3/29/2012		1200	$31,299	1,203 82 B	PROMOTION
411010	Public Health	WINTERS, MARTHA M	FTBE	32 SANITARIAN SUPERVISOR		3/31/2012	20I1	$54,381	2,091 58 B	TERMINATION
440100	Community Service	SARGENT, CRYSTAL L	FTBE	3 COMMUNITY SERVICES ASST		4/9/2012	22A1	$54,381	2,091 58 B	TERMINATION
451110	Senior Citizens Program	DODSON, PATRICIA A	FTBE	4 DATA ENTRY TECHNICIAN		4/6/2012	10A1	$27,238	1,047 62 B	TERMINATION

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 3/29/2012 thru 4/11/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
544042	Beach Maintenance-Rd &	BABINEAUX, CLIFFORD	NFTBE	2 HEAVY EQUIPMENT OPERATOR	4/3/2012		09A1	$25,925	997 14 B	APPOINTMENT

* Rate Type H = Hourly, B = Biweekly Salary

AGENDA ITEM #2

THE COUNTY OF GALVESTON

On this 17th 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, Pct. #1;
Kevin D. O'Brien, Commissioner, Pct. #2
Stephen D. Holmes, Commissioner, Pct. #3
Kenneth Clark, Commissioner, Pct. #4; and
Dwight D. Sullivan, County Clerk

Whereas, children are the embodiment of innocence and our hope for the future Every child deserves to grow up in a nurturing environment, free from harm and fear. Sadly, child abuse is a reality, a problem we must relentlessly combat through awareness, education and action, and

Whereas, every responsible person will agree that even one abused child is one too many, but still our state's child protection caseloads are evidence of the shameful fact that child abuse is a widespread issue in Texas, and

Whereas, Over 68,000 children were confirmed victims of child abuse and neglect in Texas just last year, and over 3300 children living in Galveston County were reported to be victims of child abuse or neglect, and

Whereas, when abuse or neglect occurs or is strongly suspected, we have a duty to report it to the appropriate authorities All responsible citizens must do what is necessary to resolve this insidious issue, and

Whereas, there are many ways we can make a difference. Through education and awareness like parenting programs, programs that strengthen families, learning the signs of abuse, teaching young children about appropriate vs inappropriate touches, sharing information with teens about healthy dating, offering a helping hand to stressed out/fatigued parents, reporting suspected abuse, all these initiatives, discourage child abuse, and

Whereas, to significantly impact Child Abuse, partnerships must be established between citizens, agencies, schools, religious organizations, law enforcement, and business communities to work together and make every effort to promote programs that benefit children and strengthen families. Also, it is imperative that the public be made aware of the existence of child abuse

Now, Therefore, be it Resolved that the Commissioners' Court of Galveston County, Texas does hereby proclaim **April, 2012** as **Child Abuse Prevention and Awareness Month** in Galveston County, and encourage all citizens to join me in renewing our commitment to preventing child abuse and neglect and to promote the safety and well-being of our county's children

Be it Further Resolved that a copy of this Proclamation be spread upon the minutes of this Court and an Original hereof be furnished to **Jeanette C. Elias, Chair** of the **Children's Services Board.**

Upon Motion Duly Made and Seconded the above Resolution was unanimously passed on this 17th day of April, 2012

Attest:

Dwight D. Sullivan, County Clerk

County of Galveston

By:

Mark 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 #3

Galveston County NIMS Training Compliance: Quarterly Report to Commissioner's Court- April 2012

Background

In December 2010 the Commissioner's Court passed a resolution adopting a NIMS Training Implementation Plan with the aim of ensuring that Galveston County employees are meeting the training standards set forth under NIMS. A component of the plan calls for reporting of the status of NIMS training compliance to Commissioner's Court on a quarterly basis.

Current NIMS Training Compliance Level

Based on the criteria set forth within the NIMS Training Implementation Plan, there are currently 251 employees of the County with a NIMS training requirement (Note: There are additional persons who are RECOMMENDED to complete NIMS training) Out of those 251 persons, currently 244 have completed ALL of their required training. Therefore,

97% of Galveston County employees with required training are fully compliant.

Refresher Training Needed

The GC NIMS Plan only considers training current for 5 years The plan calls for training over 5 years old to be re-taken Currently there are 34 persons which need re-fresher training For tracking purposes, training completed before 2007 is considered out-of-date

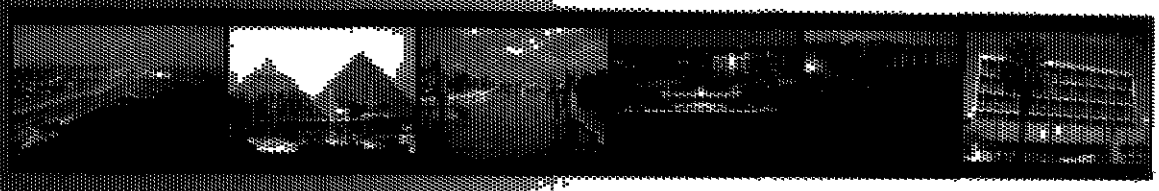
Conclusion

Since adoption of the NIMS Implementation Plan in December of 2010, a considerable number of NIMS training has been completed by Galveston County employees. At this time there are still 7 County employees who need to complete the original training, and 34 in need of re-fresher training. The Office of Emergency Management will continue to work with GCSO, the Constables, and all employees with a training requirement to ensure that all required training gets completed, including refresher training This information will be reported to the Department of Homeland Security using the NIMSCAST reporting tool in September 2012. NIMS compliance is a federal mandate, and it is tied to all federal funding for emergency management purposes, including mitigation, preparedness, response, and recovery

Mike Stokes- Emergency Operations Coordinator (GCOEM)

Signed March 16, 2012

AGENDA ITEM #4



GALVESTON COUNTY
JUVENILE JUSTICE DEPARTMENT

2011 Annual Report

JUVENILE JUSTICE DEPARTMENT

County of Galveston

RECEIVED
MAR 29 2012
GALVESTON COUNTY JUDGE

Galveston County Juvenile Board
Galveston County Commissioners' Court

Ladies and Gentlemen

During the year 2011, the department received 1,280 referrals, which is a 13 86 percent decrease when compared to the year 2010 Misdemeanor referrals decreased by 2 4 percent and felony referrals decreased by 22 83 percent However, violent offenses increased 1.49 percent during 2011 when compared to 2010 There was one homicide referral in 2011 The department supervised approximately 279 probationers on a daily basis throughout the year Additionally, the department provided supervision to approximately 82 juveniles on deferred prosecution on a daily basis In comparison to 2010, our average daily population in the detention program decreased from 24 to 22 detainees per day The average length of stay remained constant at 11 days in 2010 and 2011

The Galveston County Juvenile Justice Department provides counseling, psychiatric services, sex offender treatment, substance abuse treatment and education, intensive supervision, community service, and residential treatment to the youth and families in our community

The leaders of Galveston County continue to make juvenile issues and needs in our community a priority. With this vision and support, we will continue with our current efforts in hopes of curtailing juvenile delinquency in our community Your support in our efforts during the previous year and in years past is greatly appreciated by the staff of the Juvenile Justice Department.

Sincerely,

Brent T Norris

Brent T Norris, Director
Galveston County Juvenile
Justice Department

This page is intentionally left blank.

TABLE OF CONTENTS

CASEWORK SERVICES 8

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM 18

TLC DAY PROGRAM 26

TLC RESIDENTIAL PROGRAM 30

DETENTION SERVICES 34

You get the best out of others when you give the best of yourself.
~ Harvey Firestone

This page is intentionally left blank.

JUVENILE BOARD

Honorable John Grady
Honorable Barbara Roberts
Honorable Christopher Dupuy
Honorable Janis Yarbrough
Honorable Mark Henry
Honorable Wayne Mallia
Honorable Susan Criss
Honorable David Garner
Honorable John Ellisor
Honorable Lonnie Cox
Honorable James Woltz
Honorable Stephen Baker

Kathryn Lanan - Juvenile Court Referee

COMMISSIONERS COURT

Honorable Mark Henry
Honorable Patrick Doyle
Honorable Kevin O'Brien
Honorable Stephen Holmes
Honorable Ken Clark

JUVENILE JUSTICE DEPARTMENT

Brent T. Norris
Director of Juvenile Services

Faith Garate
Deputy Director—Casework

Casework Staff

Julie Astin
Adrienne Blow
Dolores Corcoran
Chris Dunnahoo
Erika Effinger
Brian Gavion
Xochitl Gonzales
Charlotte Hardy
Carlos Hernandez
Matthew Herring, Jr
Nikki Howell
June Joseph
Faith Larson
Leda Lee
Sirdon Lewis
Gail Maxwell
Le'Nard Morgan
Ervin Parish
Anna Patina
Victoria Ramirez
Earnestine Sanders
Della Stewart

David Terrell
Deputy Director—Detention

Detention Staff

Edward Ambroise
Karen Banks
Czyz Bennett
Rachelle Boyd
Courtney Captain
John Chatman
Dianna Davis
Warren Denefield
David Edwards
Roshandra Evans
Larry Grace
Corey Hardy
Daniel Herring
Rodrick Johnson
Josie Kay
Marcus Kufeji
Matthew McDonald
Danny Montgomery
Clarence Mosley
Henry Ortiz
Tiffany Pines
Travis Presley
Wesley Rideaux
Truman Scranton
Jacqueline Smith
Byron Sweeney
Priscilla Thompson
Andrea Thompson
Lamar Walker
John Washington, Jr
Celeste Watkins
Dink Watson
James Williams

Glen Watson
Deputy Director—Special Programs

Special Programs Staff

Ron Alford
Robert Brown
Fabian Davis
Jacqueline Gamble
Angelia Goynes
Keith Green
John Hall
Joe Incalcaterra
Zoa McKinney
Derrick Pope
Consetta Freeman

This page is intentionally left blank.

[redacted]RK SERVICES
[redacted]AL STATISTICS

INTRODUCTION

Casework services provide traditional probation supervision of juvenile offenders as well as pre-adjudication supervision and intensive supervision. The casework section utilizes various department and community resources to meet the needs of the juveniles and to comply with the orders of the court These include such services and programs as community service restitution, long term residential placement, outpatient substance abuse counseling, outpatient psychological counseling, psychiatric care specialized outpatient sex offender counseling, in-house drug/alcohol testing and intensive case management

The casework section consists of 17 staff, most handling probation or deferred prosecution caseloads, but also specialized positions such as the Casework Intake Officer , Placement Officer, Resource Supervisor, and Supervisor of the Galveston office Five officers were based in the Galveston satellite office. Prior to Hurricane Ike, the Galveston satellite office was located at 2026 Sealy. This location was destroyed by the storm therefore these officers, and a secretary, were temporarily relocated to the Texas City site. During 2011, "Galveston" staff continued working in Texas City as well as in temporary offices at the Courthouse By the close of 2011, 3 officers had returned to Galveston fulltime The remaining 2 officers continued to work in the Texas City Offices.

PROGRESSIVE SANCTIONS

Effective January 1, 1996, the Texas Legislature instituted the Progressive Sanctions Guidelines as a realistic sanctions model based on appropriate consequences and outcomes for juvenile offenders. From prevention and early intervention programs to secure incarceration, the services are designed to assist youth at each sanction level. The guidelines provide a continuum of seven progressive steps designed to balance public protection, offender accountability and rehabilitation.

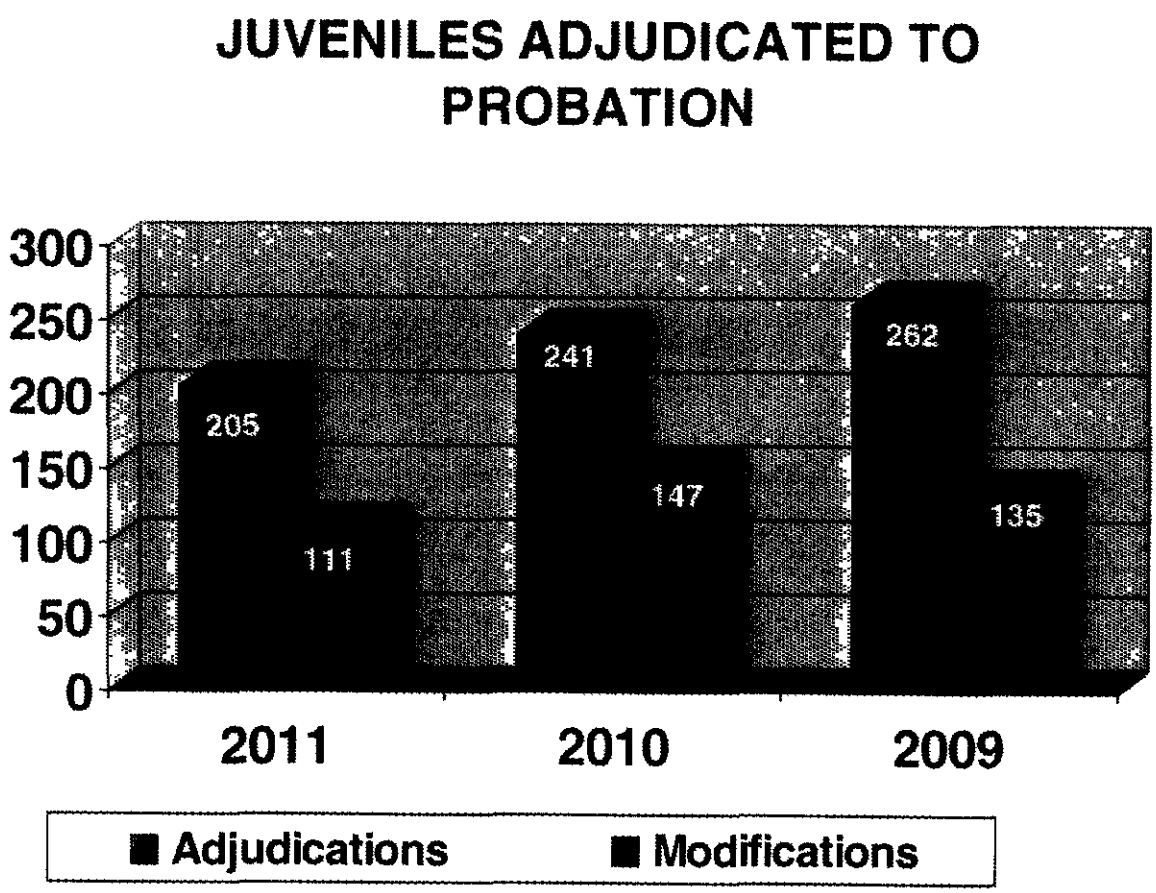
[redacted] world.
- Gandhi.

PROGRESSIVE SANCTIONS GUIDELINES

Offense		Recommended Sanction
1st degree felony involving use of a deadly weapon or causing serious bodily injury, aggravated controlled substance felony, capital felony	**7**	discretionary certification and transfer to criminal court or determinate sentence to the Texas Youth Commission
1st degree felony involving use of a deadly weapon or causing serious bodily injury, aggravated controlled substance felony, capital felony	**6**	commitment to the Texas Youth Commission
1st degree felony (excluding involving use of a deadly weapon or causing serious bodily injury)	**5**	6-12 months placement in a post-adjudication secure correctional facility followed by continued supervision
2nd degree felony	**4**	3-12 months of an intensive, regimented program followed by continued supervision
misdemeanor involving the use or possession of a firearm, state jail felony; 3rd degree felony	**3**	probation for not less than 6 months
expulsion from AEP for serious/persistent misbehavior, class A or B misdemeanor (excluding with use of a firearm), violation of probation, contempt of JP or Municipal Court	**2**	deferred prosecution for 3-6 months
CINS, excluding expulsion from AEP for serious or persistent misbehavior, class A or B misdemeanor	**1**	require counseling

COURT ACTIVITIES

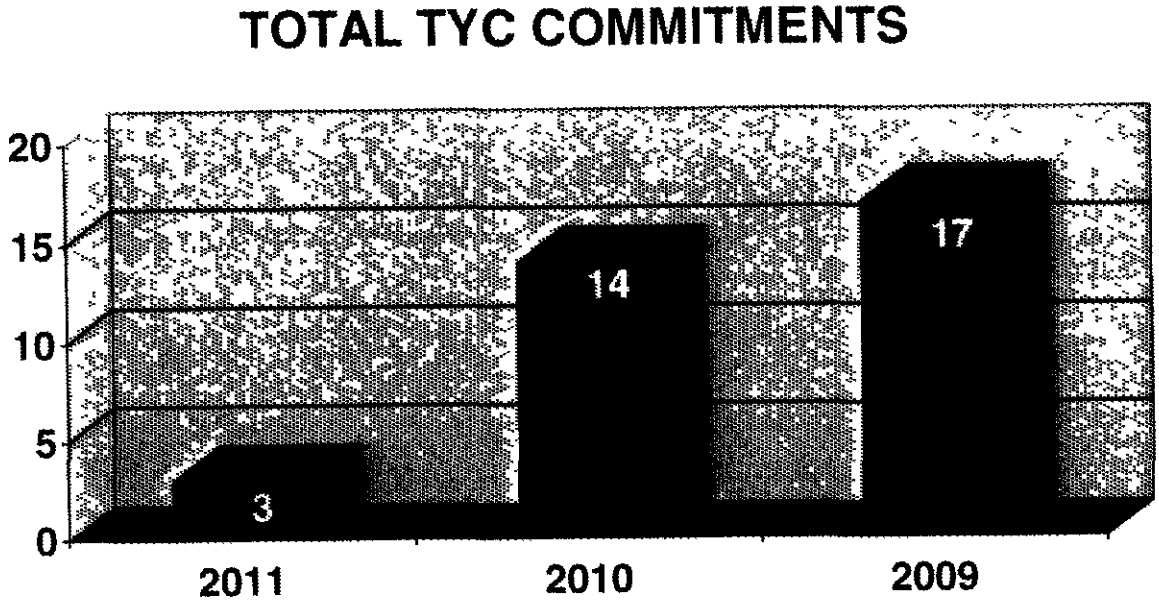
In 2011 there were 205 adjudications to probation supervision, with 16 of these being new adjudication of active probationers. Additionally, there were 111 modifications of probation. By comparison, in 2010 there were 241 adjudications to probation as well as 147 probation modifications. In 2009 there were 241 juveniles adjudicated to probation. **See Chart**

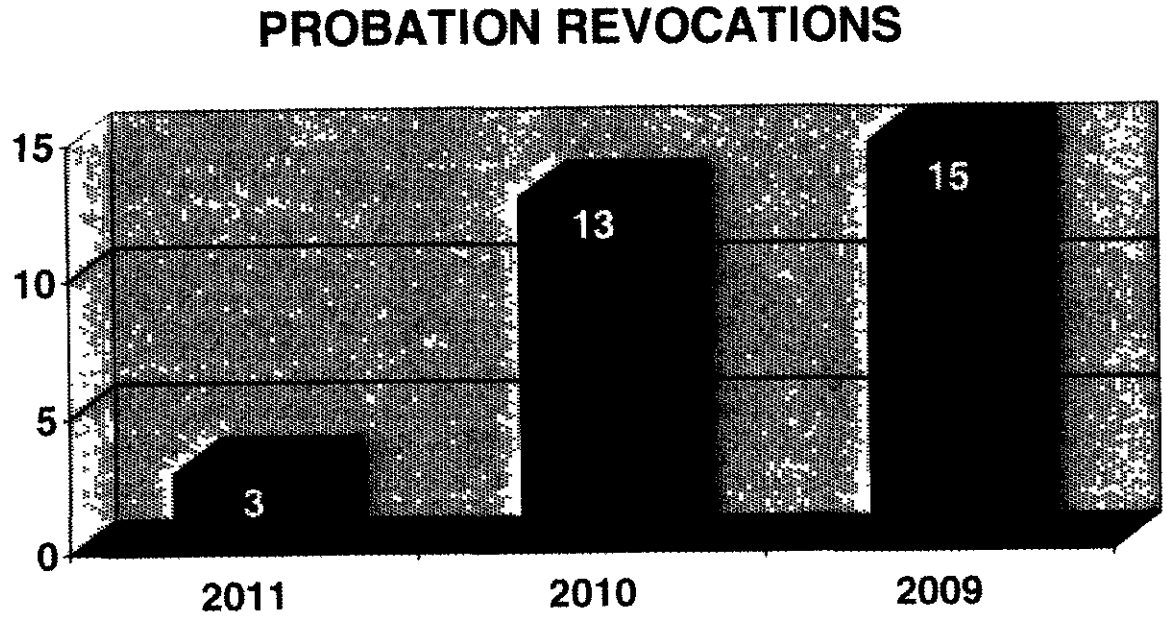


TEXAS YOUTH COMMISSION

During 2011, there were a total of 3 juveniles committed to the Texas Youth Commission All three of the juveniles committed to TYC were under probation supervision at the time of commitment

In 2010 there were a total of 14 commitments to the Texas Youth Commission Thirteen of the commitments were probation revocations In 2009 there were a total of 17 commitments **See charts**





DEFERRED PROSECUTION

Deferred prosecution supervision is provided primarily to first time offenders who have committed misdemeanor offenses and those juveniles who have had two or more municipal court referrals. The Progressive Sanctions model is explained to the juveniles and parents. Juveniles who are offered deferred prosecution will receive ongoing case management and supervision by a probation officer for three to six months, as allowed by law Supervision generally consists of regular office visits, in addition to visits by the officer to the child's home and school. The officer may utilize community and department resources and refer the child and family to programs as appropriate for their needs Should a juvenile fail to comply with the rules of deferred prosecution or commit a new law violation, he will be referred to the District Attorney's Office for prosecution consideration.

In 2011, there were 337 juveniles supervised on deferred prosecution, with 250 of those beginning their supervision in 2011 and 87 carried over from 2010 Of these, 59 cases were eventually placed on probation as a result of unsuccessful adjustment, 81 unsuccessfully ended supervision with no prosecution, and 4 still awaiting final court disposition. There were 195 successful completions of deferred prosecution and 142 remain under supervision This is compared to 2010, during which time 400 juveniles were supervised on deferred prosecution with 223 successful completions

PROBATION SUPERVISION

Probation supervision consists of supervision and monitoring of the child's compliance with the orders of the court. The officer schedules regular office visits as well as meeting with the parents in the home and meeting with school officials. The level of supervision is determined by the child's sanction level, as well as by the degree of compliance by the child. A child placed at sanction level four, requiring three to twelve months of intensive supervision, will receive maximum supervision by the officer. This level of supervision generally consists of weekly home, school and office visits. Progressive sanction level four allows the department or the court to choose between two program options child remains at home, attends his local school and receives maximum supervision by his officer or the child may be assigned to the department's Transforming Lives Cooperative (TLC) program, a day program operated on site

Routinely, the disposition requires the child to perform a set number of community service hours, attend some form of treatment or education program, and allow themselves to be drug tested. In very limited instances a child may be ordered to receive services at a long-term residential treatment program Juveniles and parents are ordered to participate in treatment services as determined necessary by their probation officer.

COMMUNITY SERVICE RESTITUTION

Probationers are court-ordered to provide community service restitution as a condition of probation Probationers work under the supervision of a probation officer at various sites across the county All community service sites require Juvenile Board approval. The bulk of the community service work is manual labor, primarily picking up trash at various county parks and property. In 2011, probationers worked a total of 4,571 hours of community service. This translates to a dollar value, based on minimum wage, of $33,139.75 This compares to 2010 during which time probationers worked 5,698 hours of community service

TREATMENT SERVICES

An array of outpatient counseling and treatment options are provided to juveniles and their families These services include traditional counseling, anger management groups, "girls" issues group, sex offender treatment, substance abuse education and treatment, psychiatric care and medication and intensive case management. The department contracts with various providers to meet these treatment needs.

The equivalent of two Master's level therapists are provided on site through the Family Service Center. These therapists provide the bulk of counseling services at the Juvenile Justice Center with services including crisis intervention, suicide/mental health assessments, court testimony, program/staff consultations, anger management groups, girls group as well as traditional individual and family therapy Additionally the Family Service Center, via contract, provides island based counseling as well as comprehensive sex offender services though the Oasis program. Substance abuse education and treatment is also available via service contracts.

The department also contracts with the Gulf Coast Center to provide the Discovery and Endeavor Programs, both are intensive community based mental health based services These programs are grant funded and each serves approximately 15 families at any given time The objective is to provide intensive intervention, case management and therapeutic treatment for the child and family for a minimum of six months. Grant funds are also utilized for tele-psychiatry services Tele-psychiatry includes psychiatric care and medication management provided by UTMB at the Juvenile Justice Center. Tele-psychiatry provides near immediate psychiatric intervention and medication management, avoiding the waiting lists / payment obstacles often encountered when seeking psychiatric care for juveniles

FINANCIAL PAYMENTS

Probationers are generally ordered to make a variety of financial payments per court order Typically, juveniles are ordered to pay $20 00 for court costs, $100.00 for attorney's fees and $15 00 monthly for supervision fees, as well as restitution to a victim when applicable During 2011, the department collected $38,443 97 for restitution and $84,787 60 for probation fees, court costs, attorney fees, TLC fees and child support **See chart**

	2011	*2010*	*2009*
Restitution	$38,443 97	$27,187 77	$25,320 01
Payments to County	$84,787 60	$80,629 85	$95,499 69

RESIDENTIAL PLACEMENT

During 2011 the department utilized various long-term residential centers Specifically, 4 different facilities were utilized Gulf Coast Trades Center, a vocational training program for boys and girls in New Waverly, Texas, Sheltering Harbour, a residential treatment center for boys and girls in Spring, Texas, Rockdale Regional Juvenile Secure Correctional Facility for boys and girls in Rockdale, Texas, and Pegasus Schools Inc , a residential treatment center for boys located in Lockhart, Texas

The Placement Coordinator is responsible for the application process when a child is designated by the court to receive placement services, and also provides probation supervision during the time the child is in residential care During the calendar year 2011 a total of 26 juveniles were provided long-term residential treatment at one of the facilities cited above Of these 26 juveniles, 10 were in placement in 2010 and continued their treatment into 2011 and 16 began their stay in 2011 Of the 26 juveniles who received residential care in 2011, 6 were unsuccessfully discharged from placement, 11 were successfully discharged, and 9 remain in care.

This department participates in the Title IV-E Federal Foster Care Reimbursement Program This program provides financial reimbursement to counties to offset the cost of residential care for juveniles who meet federal eligibility criteria During 2011 the county received $119,841 62 in reimbursement funds

Additionally, the parent is court-ordered to pay child support when their child is ordered to long term residential care (whether contract facility or TLC) During 2011 the county received $24,229 59 in child support from parents

VICTIM SERVICES

The Casework Intake Officer also serves as the Crime Victim Assistance Coordinator (CVAC) within the department. Cases that are not prosecuted, but are offered deferred prosecution, are provided victim services in accordance with Section 57 of the Texas Family Code Section 57 defines a victim and therefore persons who meet that definition are offered services through the Crime Victim Assistance Coordinator The CVAC initiates contact with the victim by providing written materials, including a department brochure which explains what occurs when a juvenile is taken into custody, how juvenile cases are processed, as well as lists the local community resources for the victim In addition, the CVAC provides to the victim a Victim Impact Kit and a Victim Compensation Application in order for the victim to seek compensation from the Texas Crime Victim Compensation Fund. During 2011 there were 17 Victim Impact packets sent out by the Court Coordinator

This page is intentionally left blank.

[illegible] JUSTICE ATERNATIVE EDUCATION PROGRAM
2010-2011 SCHOOL YEAR

Juvenile Justice Alternative Education Programs (JJAEP) was created as a result of the Safe Schools Act of 1995 (primarily Chapter 37 of the Texas Education Code) The Galveston County Juvenile Board and the Galveston County Juvenile Justice Department in collaboration with the nine Independent School Districts, created the Galveston County Juvenile Justice Alternative Education Program to provide for the educational needs of disruptive students who were expelled from district campuses throughout Galveston County The Galveston County Juvenile Board, Galveston County Commissioners Court, Superintendents and School Boards have all been instrumental in the continued success of this program

The mission of the Galveston County Juvenile Justice Alternative Education Program is to provide a quality education by

- creating a safe school environment that supports the teaching and learning environment,
- assisting students on developing attitudes and behaviors essential to becoming well adjusted adults who are able and willing to continue to positively contribute to the general welfare of our society,
- providing an instructional program that results in a level of student progress that exceeds one year increase in academic performance in the areas of reading and math for one year of instruction, and
- providing a course of instruction, which prepares the student to perform at grade level

[illegible] powerful weapon you can use to change the world.

~ Nelson Mandela

BACKGROUND & PURPOSE

In 1995, the 74th Texas Legislature enacted significant legislation affecting the way education and juvenile justice systems respond to violent and disruptive students in public schools Chapter 37 Discipline, Law and Order of the Texas Education Code, codified the Texas plan to make schools safe, to reduce the dropout rate, to curtail juvenile crime, and to increase students' chances of success Chapter 37 requires counties with a population greater than 125,000 to develop a juvenile justice alternative education program

Chapter 37 requires students who engage in serious offenses on school property or while attending a school -sponsored or school-related activity on or off of school property to be expelled to the JJAEP These offenses include the use, exhibition, or possession of a firearm, illegal knife, club, or prohibited weapon, aggravated assault, sexual assault, aggravated sexual assault, arson, murder; capital murder, criminal attempt to commit murder or capital murder, indecency with a child, aggravated kidnapping, and felony drug offenses Expulsions under these circumstances are commonly referred to as mandatory expulsions

Chapter 37 also provides for the expulsion of students who engage in a variety of other disruptive behavior and/or criminal acts Each school district is required to maintain a student code of conduct which specifies the circumstances under which a student may be removed from a classroom, campus, or alternative education program, specifies the conditions that authorize or require the student's removal to alternative education program, and outlines the conditions under which a student may be suspended or expelled Expulsions under these circumstances are commonly referred to as discretionary expulsions

District and county officials have long recognized that children who are left behind in the educational system are deprived of skills and socialization essential for future success Most also agree that students who are expelled are more likely to engage in delinquent behavior resulting in increased costs to society both now and in the future This recognition has resulted in an extraordinary level of collaboration between the county's nine independent school districts, the County of Galveston, and Galveston area service providers The Galveston County JJAEP exemplifies our community's commitment to the education of all students

STRUCTURED FOR SUCCESS

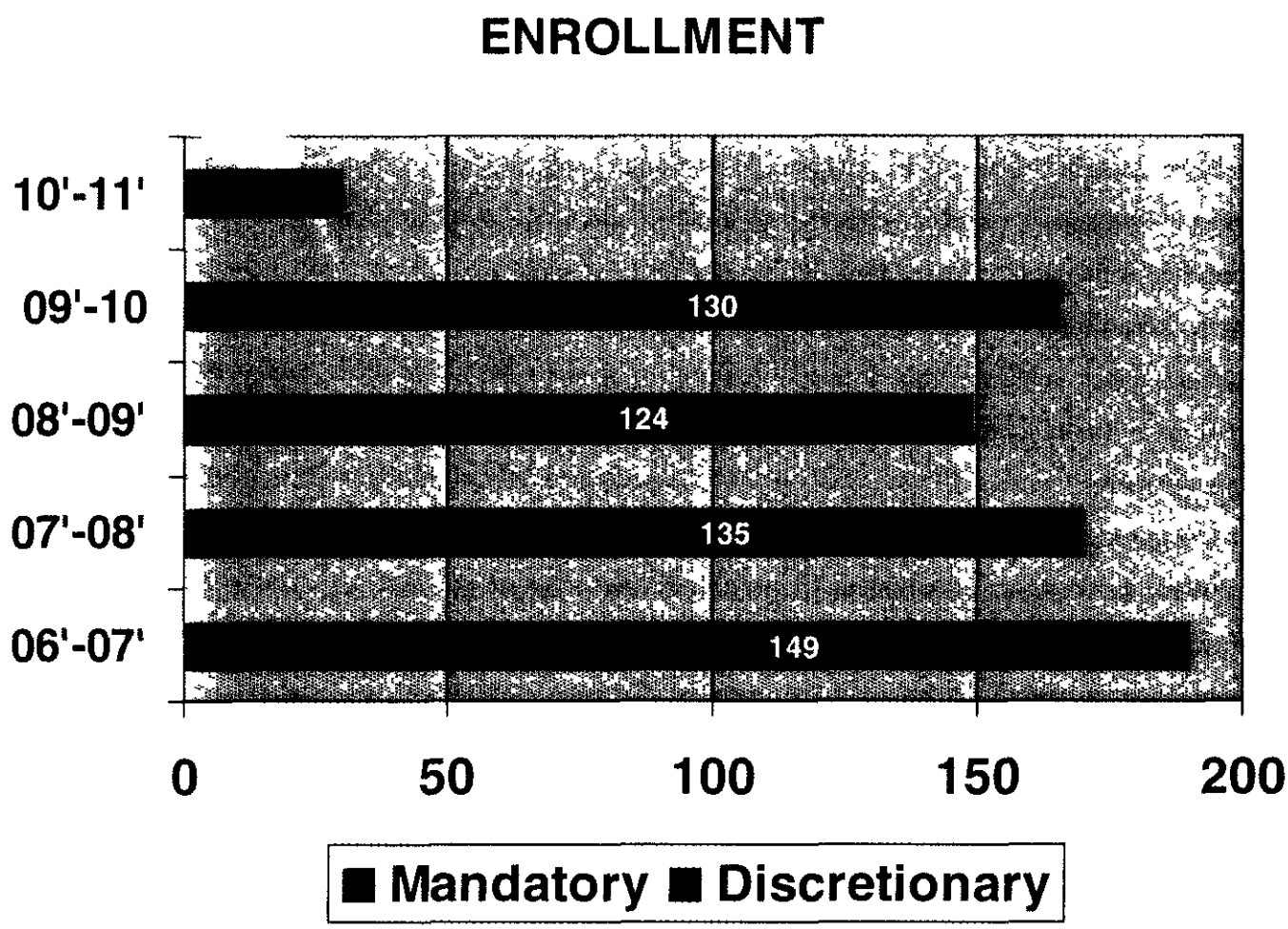
Students assigned to the Galveston County Juvenile Justice Alternative Education Program are subject to a regimented daily schedule Students are required to arrive at 0730 at which time, they are searched, assembled in formation, inspected by the drill instructors, and provided group and one on one encouragement to start the day This high level of discipline is maintained throughout the day until the students are released at 1500 hours

Dress code and grooming requirements are stringent Students are required to adhere to a standardized dress code and to present themselves in a neat and orderly fashion at all times Students have the opportunity to earn the privilege of wearing jewelry and regular school clothes when they have demonstrated consistent compliance with program rules, policies, and procedures Male JJAEP students are required to maintain a bald fade style haircut Female JJAEP students must also be neatly groomed with hair held up off the collar with an inconspicuous tie that is transparent or similar in color to the hair Cosmetics and fingernail polish are not authorized until the student has earned that privilege unless required for medical purposes

JJAEP students are expected to attend all classes daily and on time, respect the right of the teacher to teach and other students to learn, to conform to the dress code, and to conduct themselves in a responsible manner Students are further expected to abide by the law, accept responsibility for their actions, show respect for adults and those persons holding positions of authority, take part in all activities when directed to do so, to not use alcohol, tobacco, or illegal drugs, to avoid fights and assaults to the best of their ability, to not lie, cheat, steal nor tolerate those who do, to do their best to improve themselves each day, follow directions without delay, comply with all instructions and assignments, interact positively with peers, interact positively with staff, and to accept the consequences of misbehavior The JJAEP program employs both incentives and deterrents to modify student behavior. Incentives include public acknowledgement of exemplary performance, attainment of privileges, participation in field trips and special activities, early release, and other motivational rewards. Penalties for misbehavior include student conferences, loss of privileges, extra physical training, extra supervised instruction after school (e g , cleaning details, pulling weeds, painting designated areas, and extra physical training) and placement in detention

ENROLLMENT

Overall student enrollment has increased significantly since the program's inception. Increased familiarity with the provisions of Chapter 37 by district officials, the addition of dedicated JJAEP classroom space in November 1998, and additional classroom teachers had resulted in a 10-fold increase in the utilization of JJAEP from its inception until 1998. In 1999 the program instituted a maximum daily enrollment limit of 84 students. Maximum daily enrollment was again reduced to 72 students for the 2002-2003 school year. This identified maximum capacity has somewhat limited the exponential growth noted in previous years, resulting in relatively consistent enrollment data over the past three school years. Enrollment for the 2010-2011 school year decreased significantly as compared to prior school year enrollments following the decision by county school superintendents to create and operate an alternative school campus for students expelled for discretionary reasons apart from students sent to the Galveston County JJAEP for mandatory expulsion reasons.



GENDER

Gender data for the 2010-2011 school year demonstrated a below average utilization for female students as compared to the average utilization for the period 2004-2008 The Galveston County Juvenile Justice Alternative Education Program enrolled 6 female students and 24 male students during the 2010-2011 school year **See Chart.**

GENDER DATA

	MALE	FEMALE
2010-2011	**80%**	20%
2009-2010	**82%**	18%
2008 - 2009	**86%**	14%
2007 - 2008	**73%**	27%
2006 - 2007	**75%**	25%
2005 - 2006	**73%**	27%

RACE

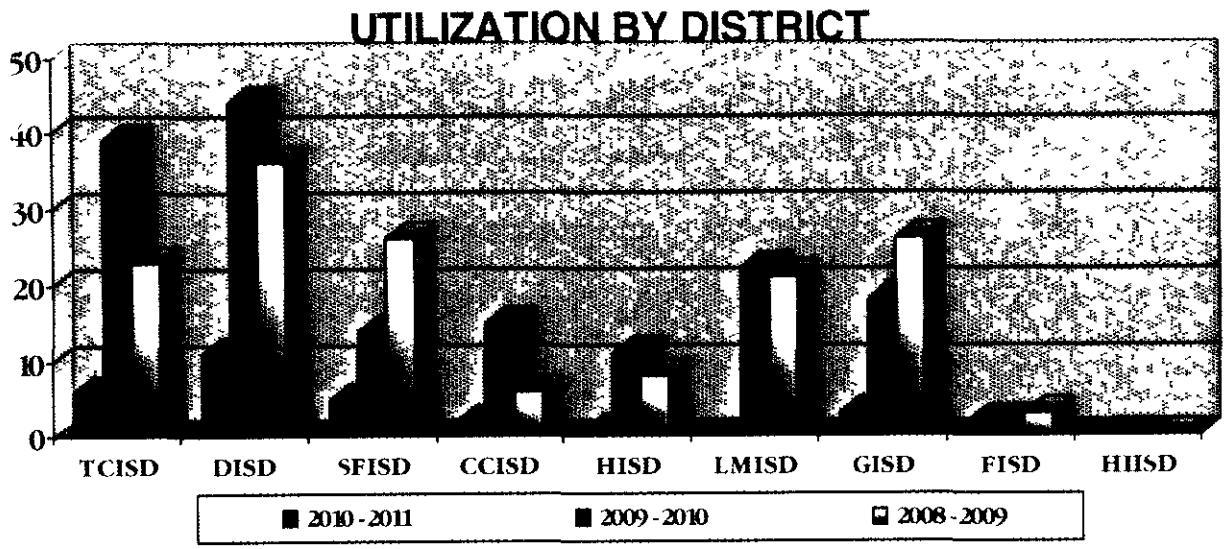
Referral rates by race demonstrated a much higher than average percentage of white students referred during the 2010-2011 school year as compared to the previous five year averages **See Chart**

RACE DATA

	WHITE	BLACK	HISPANIC
2010-2011	**50%**	37%	**13%**
2009-2010	**30%**	41%	**28%**
2008 - 2009	**33%**	33 5%	**33.5%**
2007 - 2008	**34%**	40%	**25%**
2006 - 2007	**38%**	36%	**25%**
2005 - 2006	**41%**	37%	**22%**

UTILIZATION BY DISTRICT

Expulsion rates continuously fluctuate from year to year by district **See Chart.**



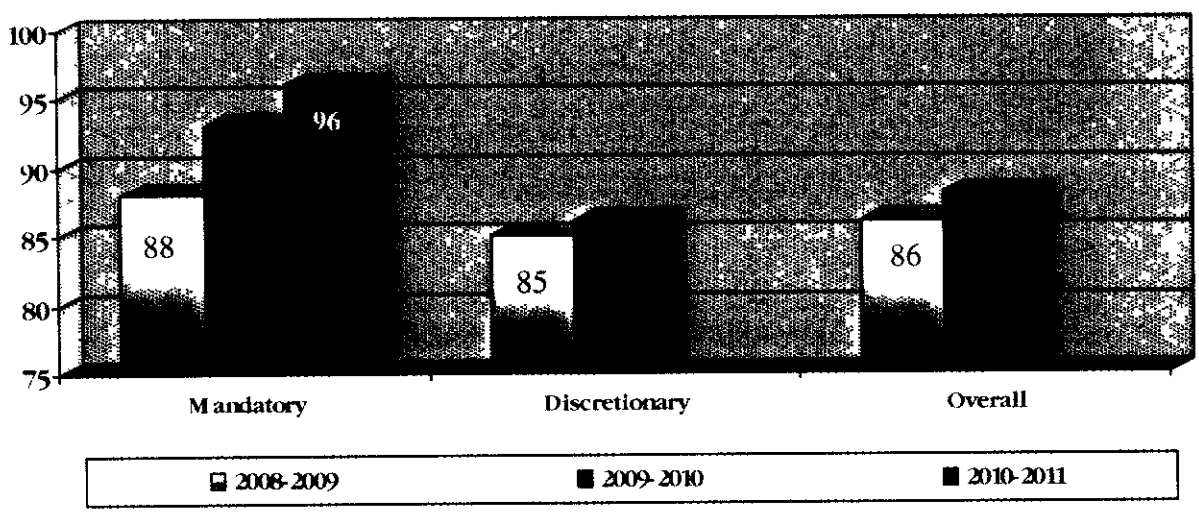
	TCISD	DISD	SFISD	CCISD	HISD	LMISD	GISD	FISD	HIISD
10'-11'	6	11	5	2	1	0	3	2	0
09'-10'	39	44	14	15	11	22	18	2	0
08'-09'	23	36	26	6	8	21	26	3	0
07'-08	44	42	22	6	7	18	29	2	0
06-07	52	34	34	11	8	27	20	5	0
05-06	40	35	25	16	13	17	27	4	0

ATTENDANCE RATES

Proactive efforts to positively effect program attendance rates include the employment of a Deputy Sheriff's officer dedicated to the enforcement of compulsory attendance laws and orders of the court, the utilization of experiential teaching methods, and the maintenance of a safe and positive learning environment that enriches the students' experiences. The attendance rates for the 2010-2011 school year demonstrated an increase in the attendance rate for mandatory students.

See Chart .

ATTENDANCE RATES 2008-2011

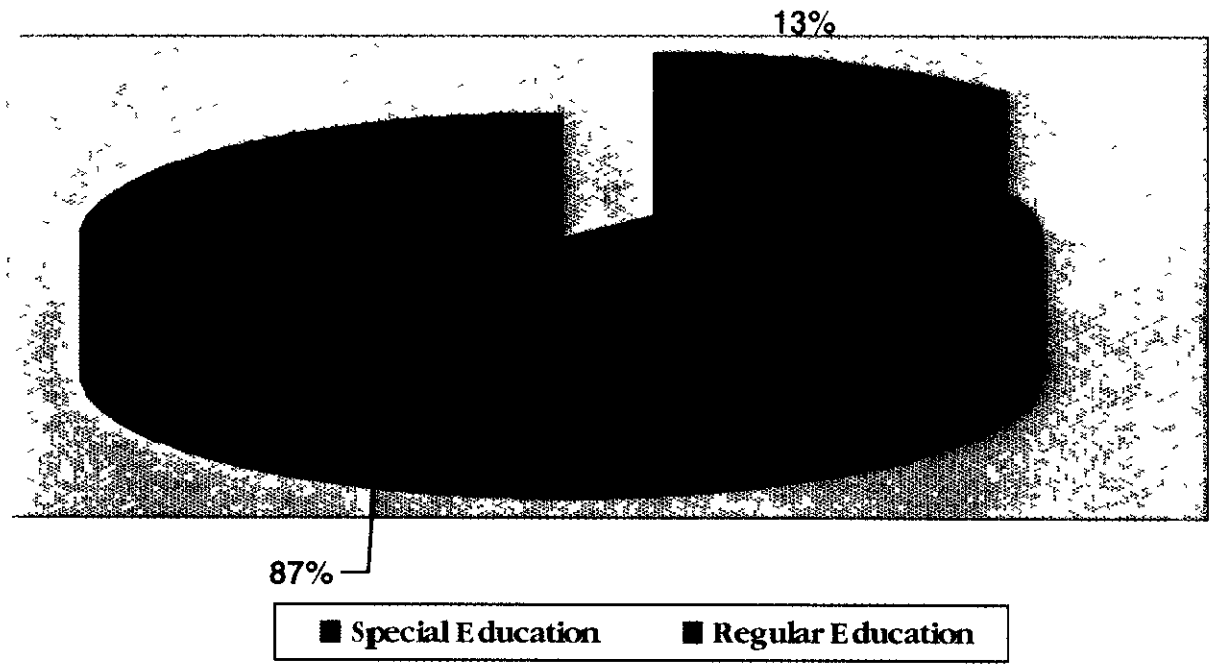


EXPULSION STATUS

Expulsions for the 2010-2011 school year included 16 expulsions for felony drug offenses, 2 for aggravated assault, 2 for arson, 1 for indecency with a child, 8 for the possession of prohibited weapons, and 1 for possession of an illegal knife.

SPECIAL EDUCATION

The statewide percentage for students with identified special education needs historically averages approximately 12% Four (4) of the 30 students referred to JJAEP had identified special education needs



OUTPUT & OUTCOMES

- **Math Improvement 1.8 GL / 10.8 months**
- **Reading Improvement .45 GL / 4.5 months**
- **Average Term 56 Days**
- **18 Students completed expulsion successfully**
- **1 Student left the program without successfully completing expulsion**
- **There were no physical or mechanical restraint incidents during the 2010-2011 school year.**
- **There were no reportable student injury incidents during the 2010-2011 school year.**
- **There were no staff injury incidents during the 2010-2011 school year.**
- **There were no allegations of abuse, neglect, or exploitation during the 2010-2011 school year.**
- **There were no youth on youth assault incidents during the 2010-2011 school year.**

TLC DAY PROGRAM
2011 ANNUAL STATISITICS

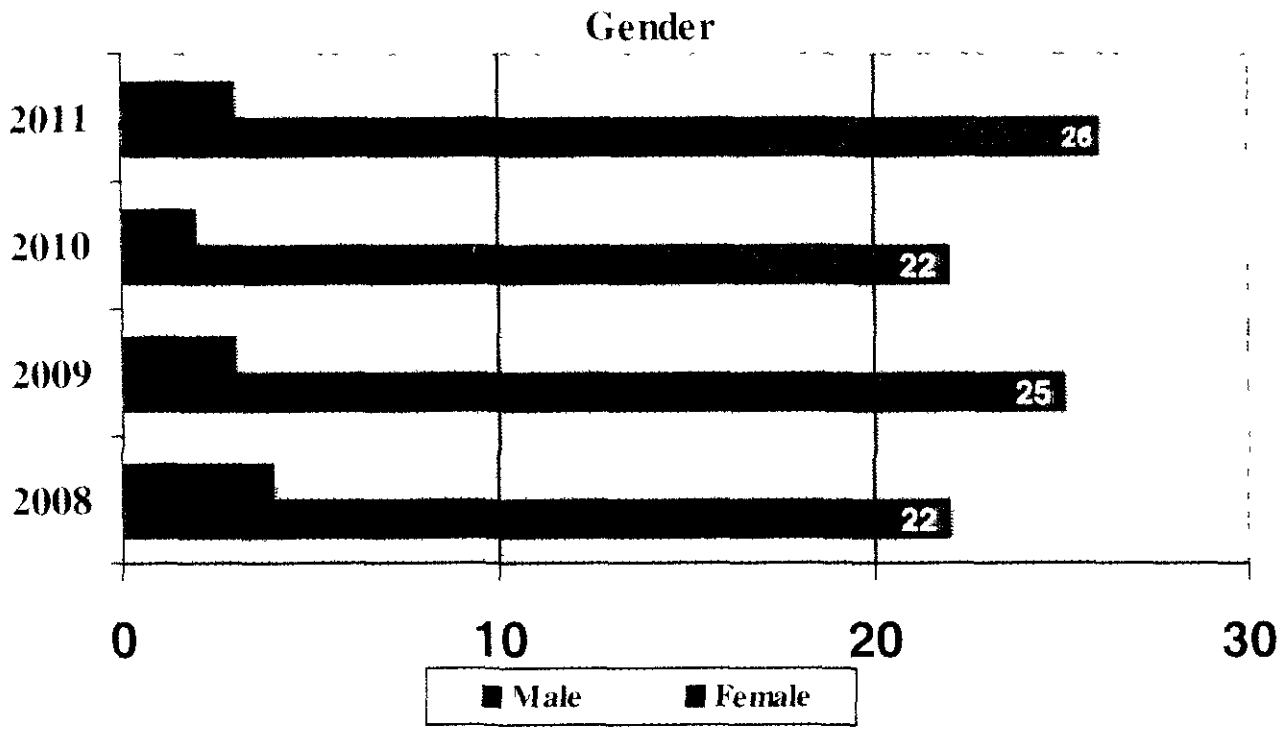
The Transforming Lives Cooperative (TLC) Day program is a day reporting program utilizing a cognitive behavioral approach to rehabilitation initiated in late 2008 The TLC Day Program is committed to the department's philosophy of delivering therapeutic programming to delinquent youth in need of rehabilitation in the least restrictive environment possible This cognitive behavioral program helps program participants learn how thinking errors affect their life and the lives of those around them The program has evolved from its inception as a boot camp to the current therapeutic community approach Staff members encourage program participants to process decisions leading to problem behaviors based on whether the behavior is hurting them or someone else, against the rules making things worse, selfish, or illegal Probationers are prompted to identify thinking errors being used and alternative ways of thinking and behaving The TLC program was implemented to reduce the number of juveniles committed to the Texas Youth Commission and as an alternative to long-term residential placement

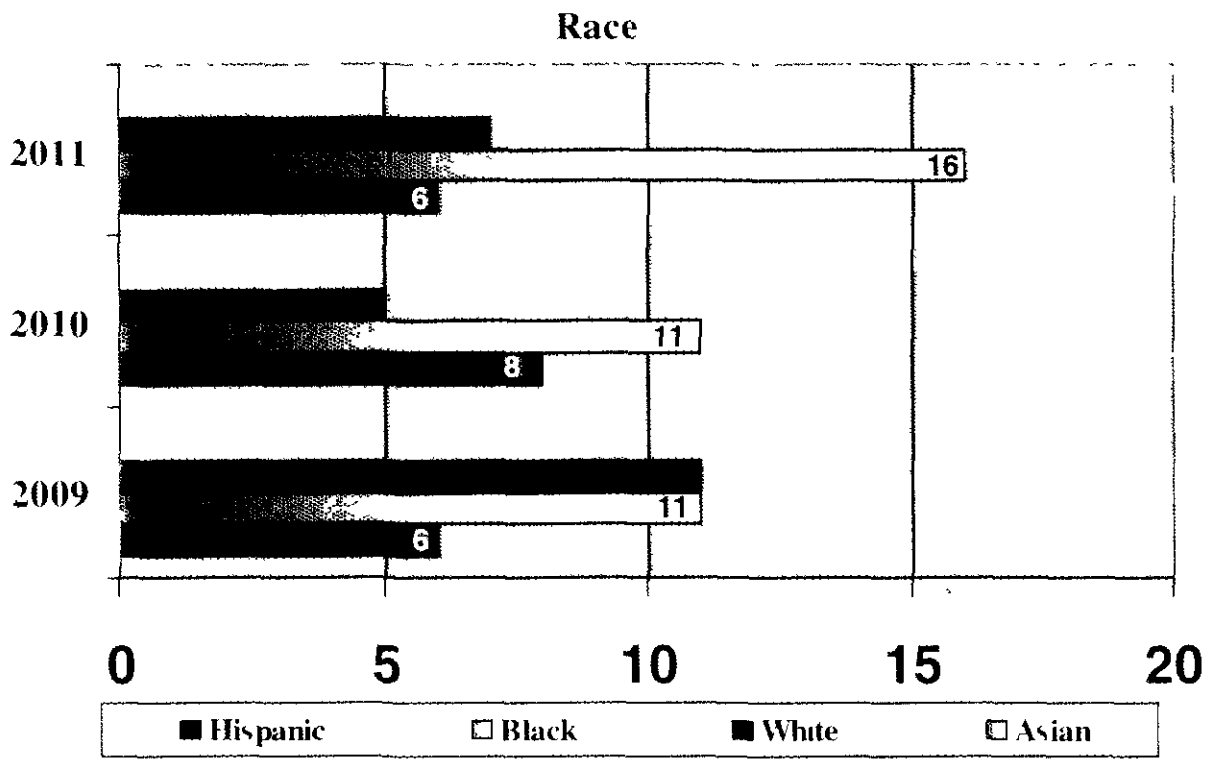
The TLC Day program served 29 juveniles in 2011 These juveniles were all under juvenile court jurisdiction, with rules of probation and expectations for daily reporting, participation in all required program activities and compliance with program rules, policies and procedures This program is operated in a structured educational setting, on location at the Jerry J Esmond Juvenile Justice Center, under the constant direction, supervision, and guidance of program staff referred to as Team Leaders Educational needs are provided for by contract with the Dickinson Independent School District Additional contract services include psychological testing, psychiatric assessment and treatment, individual, group and family counseling, sex offender treatment, substance abuse education and treatment, Youth Cognitive Lifeskills training , and onsite medical services

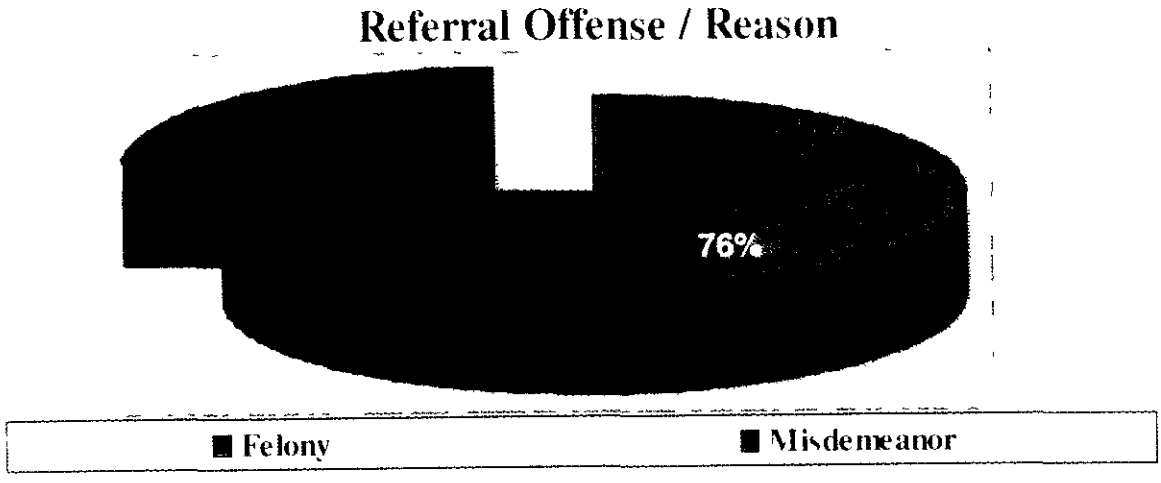
The TLC Program's intent is to provide a program to effectively channel the delinquent juvenile's behavior into more positive outcomes in the forms of willing law abiding citizens, instilling within its participants the importance of decision making, self discipline, responsibility, and respect towards one s self and one's community It is our commitment to accomplish this in the least restrictive and most cost effective manner possible

[illegible] is never really written by chance but by choice;

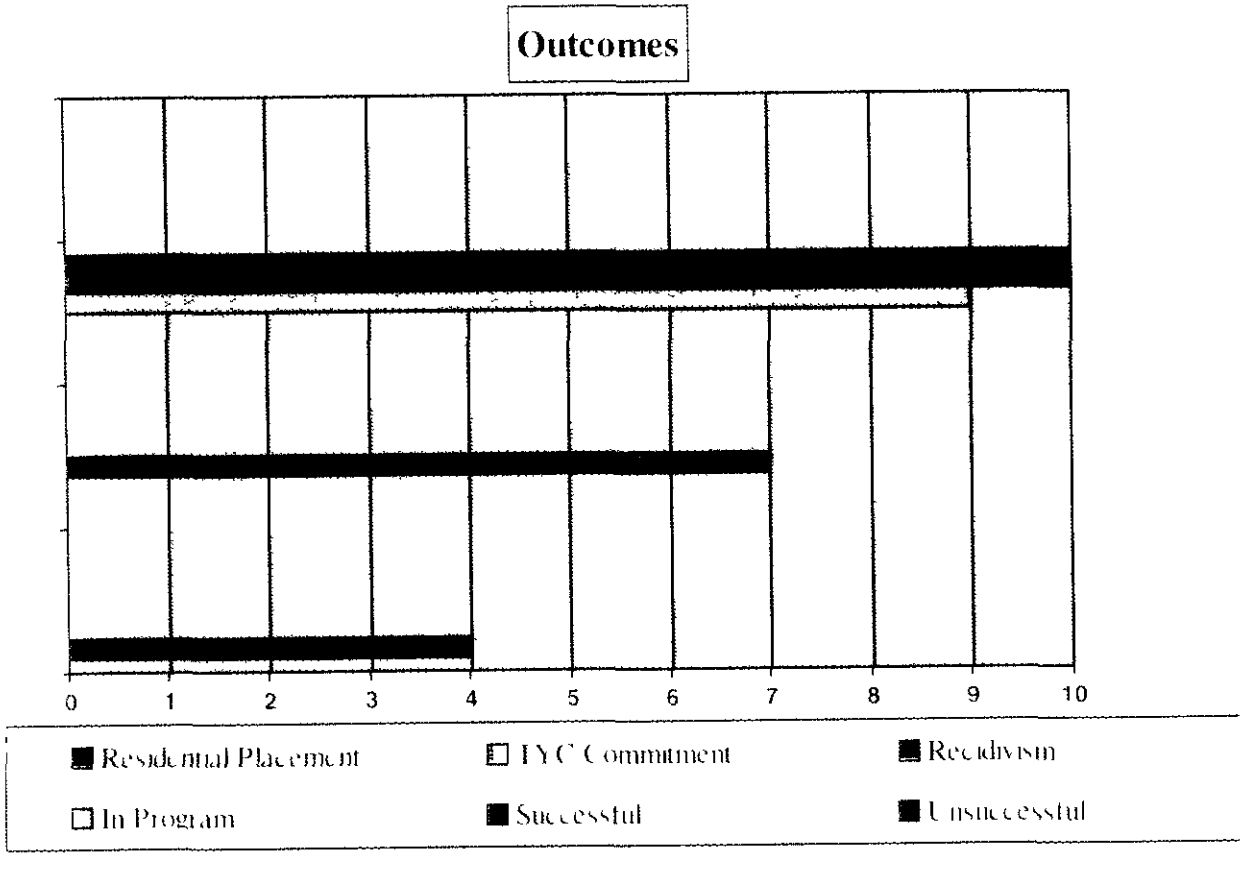
[illegible] Shower


Gender
2011
2010
2009
2008
26
22
25
22
0
10
20
30
Male
Female


Race
2011
2010
2009
16
6
11
8
11
6
0
5
10
15
20
Hispanic
Black
White
Asian



Although most probationers referred to the TLC Day Program have been adjudicated for violations of probation, 76% were on probation for a felony offense when referred to the program. Of the probationers who entered in the TLC Day Program in 2011, approximately 76% had a confirmed history of illegal drug use.



Participants are generally referred from probation caseloads and have often committed numerous offenses, violations of probation, and demonstrated poor adjustment in the community.

This page is intentionally left blank.

TLC RESIDENTIAL PROGRAM
2011 ANNUAL STATISTICS

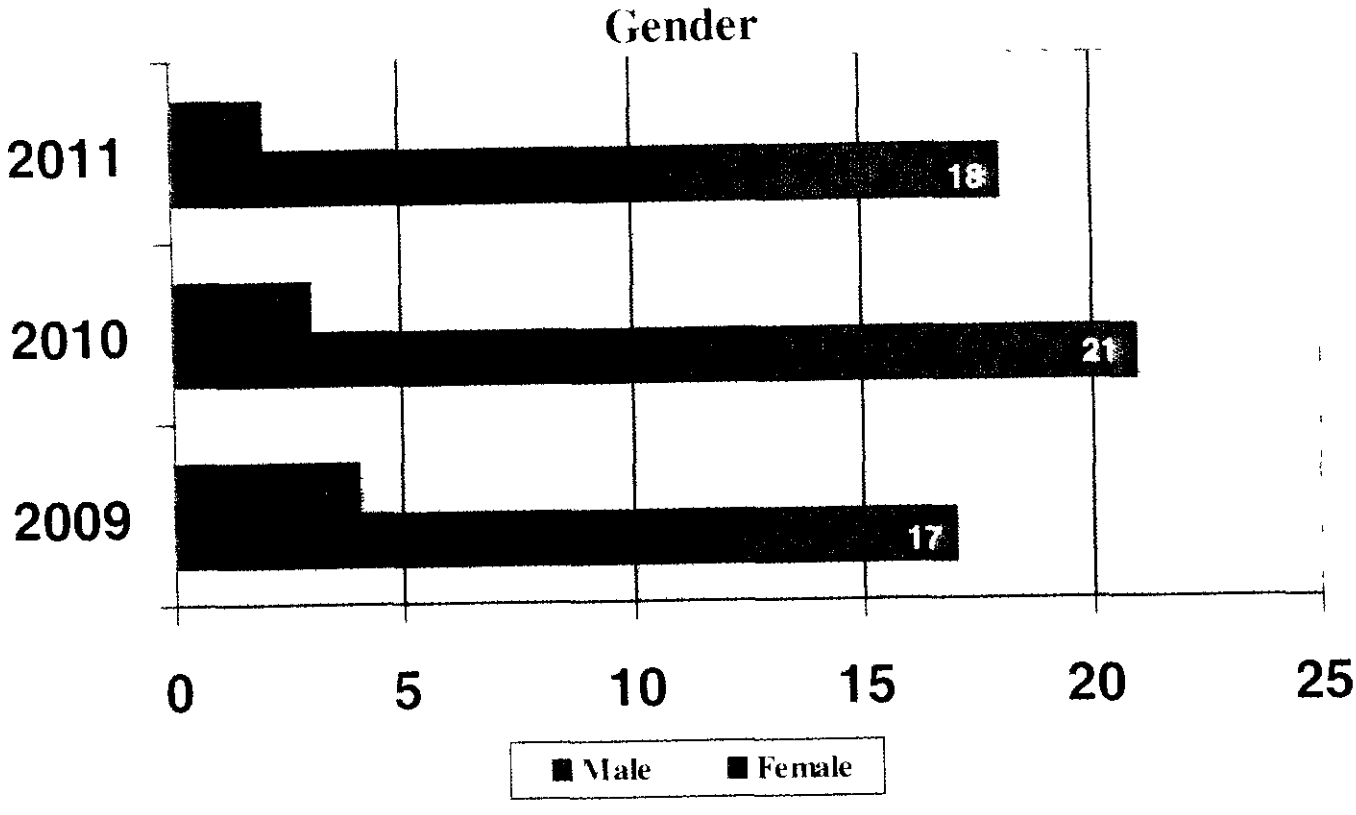
The Transforming Lives Cooperative (TLC) Residential program is a residential program utilizing a cognitive behavioral approach to rehabilitation initiated in late 2008 The TLC Residential Program reflects the department's commitment to therapeutic programming for youth in need of residential rehabilitation services in a local setting with potential and promise of parental/ family participation This cognitive behavioral program helps program participants learn how thinking errors affect their life and the lives of those around them The program has evolved from its inception as a boot camp to the current therapeutic community approach Staff members encourage program participants to process decisions leading to problem behaviors based on whether the behavior is hurting them or someone else, against the rules, making things worse, selfish, or illegal Probationers are prompted to identify thinking errors being used and alternative ways of thinking and behaving

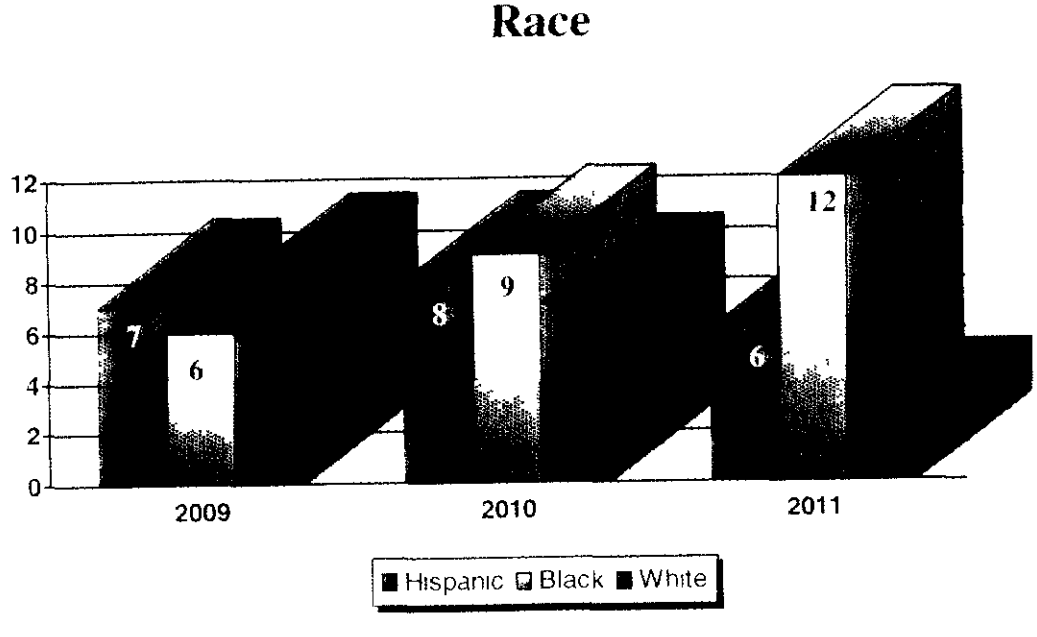
The TLC Residential Program served 20 juveniles during 2011 These juveniles were assigned to this program for a period of six to twelve months with requirements for participation in all required program activities and compliance with program rules policies and procedures The TLC Residential Program is operated in a secure educational setting on location at the Jerry J Esmond Juvenile Justice Center, under the constant direction, supervision, and guidance of program staff referred to as Team Leaders Educational needs are provided for by contract with Dickinson Independent School District Additional contract services include psychological testing psychiatric assessment and treatment individual, group and family counseling, sex offender treatment, substance abuse education and treatment, Youth Cognitive Lifeskills training , and onsite medical services

The TLC Program seeks to provide a program to effectively channel the delinquent juvenile's behavior into more positive outcomes in the forms of willing law abiding citizens, instilling within its participants the importance of self discipline, responsibility, and respect towards one's self and ones community The TLC Residential program was implemented to reduce the number of juveniles committed to the Texas Youth Commission

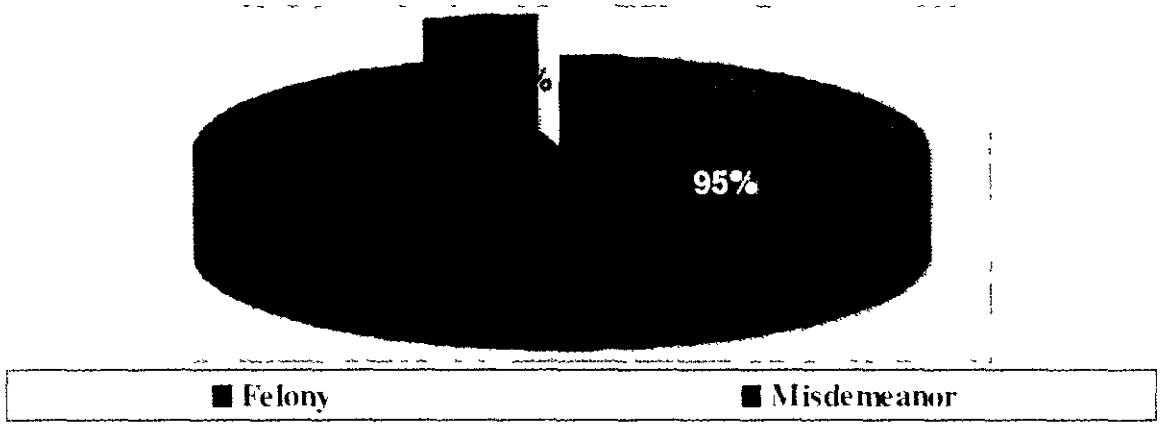
[illegible] few caring people can't change the world. For, indeed [illegible]

MARGARET MEAD


Gender
2011
2010
2009
18
21
17
0
5
10
15
20
25
Male
Female

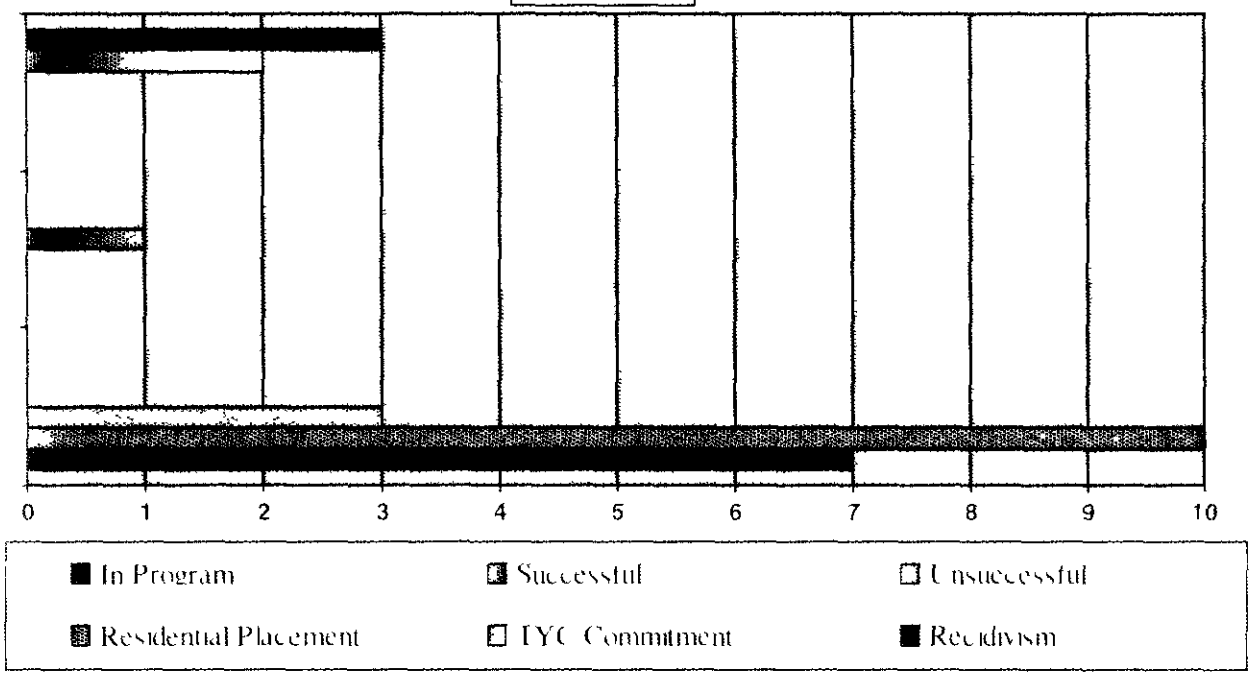

Race
12
10
8
6
4
2
0
7
6
8
9
6
12
2009
2010
2011
Hispanic
Black
White

Referral Offense / Reason



Residents are referred to the TLC Residential Program due to ongoing violation of probation rules and new offenses although 95% had been adjudicated for one or more felony offenses. Approximately Sixty-five percent (65%) of the probationers assigned to the TLC Residential Program had a documented history of illegal drug use. The majority had one or more adjudications for violation of probation.

Outcomes



Outcomes based on current data indicate a recidivism rate of 15% and a commitment rate to the Texas Youth Commission of 10% based on outcomes for all youth assigned to the TLC Residential Program during 2011.

This page is intentionally left blank.

DETENTION SERVICES
2011 ANNUAL STATISTICS

OBJECTIVE

The Galveston County Juvenile Justice Center s Detention section consists of twenty-nine (29) single occupancy rooms that address the needs of a male and female population The intake section assists in court proceedings, processing of admissions and releases 24 hours per day, and provides supervisory oversight for line staff during evenings, weekends, and holidays The fundamental purpose of the Galveston County Juvenile Justice program (detention section) is to provide a secure facility for the housing of juveniles believed to have engaged in some type of conduct indicating a need for some more structured kind of supervision and being consistent with the protection of the public interest to remove the taint of criminality and the consequence of criminal behavior from children committing unlawful acts and provide a more therapeutic program that will reflect a program of treatment and training

WHAT WE PROVIDE

The detention section of the Juvenile Justice Center houses juvenile offenders between and including the ages of ten (10) through sixteen (16) and is oriented towards rehabilitation and concerned humanistic care The child who is placed in the detention program will participate in a comprehensive program, which includes diagnostic services, both indoor and outdoor recreation, education, programs opportunity for religious training and other services believed to be beneficial to the child

OUR GOAL

It is the goal of the detention program to provide security, individual programming, service, and transportation of juveniles being detained Juvenile Detention is a designated temporary holding facility (under the jurisdiction of the courts) for male and females between and including age ten (10) through sixteen (16) years of age awaiting court disposition transportation or placement It is our philosophy to manage this program in accordance with the Texas Juvenile Probation Commission Standards and the Texas Family Code

Of justice is good faith.
MARCUS TULLIUS CICERO

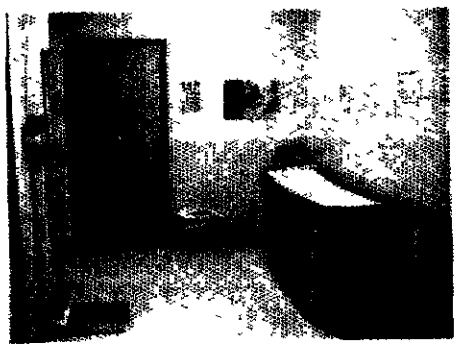
EDUCATION PROGRAMS

It is the policy of the Juvenile Justice Center to enroll every resident that is placed into detention in the school program The educational component is handled by the Dickinson Independent School District The sole purpose of the detention school program is to allow students the opportunity to continue their education and receive credit for their work while being detained If a child brought into detention is detained from court facility school personnel will notify the home district and an educational plan will be maintained for the youth while in our care Upon release the home district will be notified and records information will be sent to the home district

RELIGIOUS PROGRAMS

The fundamental purpose of the religious instruction is to expose the resident to some form of meaningful religious services giving them at a minimum, the feeling that religion has the capability to offer some meaning and direction to their lives This program is a voluntary effort on the part of the department and it should be made clear that children wishing to decline this opportunity may do so without any repercussions At present we have different religious groups and speakers that administer the services for the youth of our facility This includes all denominations of religious affiliation

HEALTH SERVICE AUTHORITY



The Juvenile Justice Department contracts with the University of Texas Medical Branch for medical services and UTMB also serves as the department's Health Service Authority Medical staff are on site sixteen (16) hours a day five (5) days a week and are on call the remaining hours to meet our facility needs If a child needs medical attention during the time when there are no medical staff members on duty, the on-call medical staff member, UTMB ER, shall be called and informed of the situation by the intake officer on duty

The medical staff member shall make a decision on the plan of action for the medical problem All life threatening injuries shall be taken to Mainland Center Hospital via ambulance In all of the above cases parent or guardian must be notified immediately

FOOD SERVICE

The Juvenile Justice Center contracts for the services of a food service vendor to prepare meals for the residents of the facility ABL Management Inc has accepted the responsibility to provide food service needs for the Juvenile Justice program It is the responsibility of this vendor to deliver a high quality food service that can be audited against established nutritional and health standards The ABL Management provides competitive pricing that has resulted in reduced food service spending

TRAINING AND STAFF DEVELOPMENT

All newly employed staff of the Juvenile Justice Department will be provided with training needs to meet the Texas Juvenile Probation Commission Standards Certification and recertification eligibility requirements require an extensive look into the prospective candidate Each prospective candidate must be 21 years of age or older, may not have any of the following disqualifying criminal history felony conviction in any state within the last 10 years, no deferred adjudications for a felony against the law of this or any state within the last 10 years, no current felony probation or parole, no jailable misdemeanor convictions against the laws of this state or another state within the last 5 years, no jailable misdemeanors against the state or another state within the past 5 years, no current misdemeanor probation or parole, not registered as a sex offender

In addition to meeting the above stated requirements an applicant for Detention/Probation must complete 80 hours of certification training prior to maintaining sole supervision of facility residents Each prospective applicant for detention must have either a high school diploma or a GED The applicant must be certified in CPR/First Aid as well as certification in Handle with Care (the facility's physical restraint technique)

Prior to the submission of certification the following criminal history checks shall be conducted and returned on every certification applicant A Texas Criminal history background search local law enforcement sex offender database check and Federal Bureau of Investigation (FBI) fingerprint based criminal history background (NCIC) Applicants for Probation Officer must meet the above stated along with confirmation of educational requirement from an accredited University in the form of a certified transcript

PROGRAM EXPECTATIONS

The Galveston County Juvenile Justice Center operates according to written policies and procedures that govern all facets of the operations of the facility, which are approved by the Juvenile Board The rules regulations and expectations are communicated and explained during orientation Detained juveniles are encouraged to make their detention experience as constructive as possible by demonstrating the positive side of their personality This is accomplished by improving decision making skills, teaching self awareness, setting positive goals, and making healthy choices

TREATMENT AND SAFETY

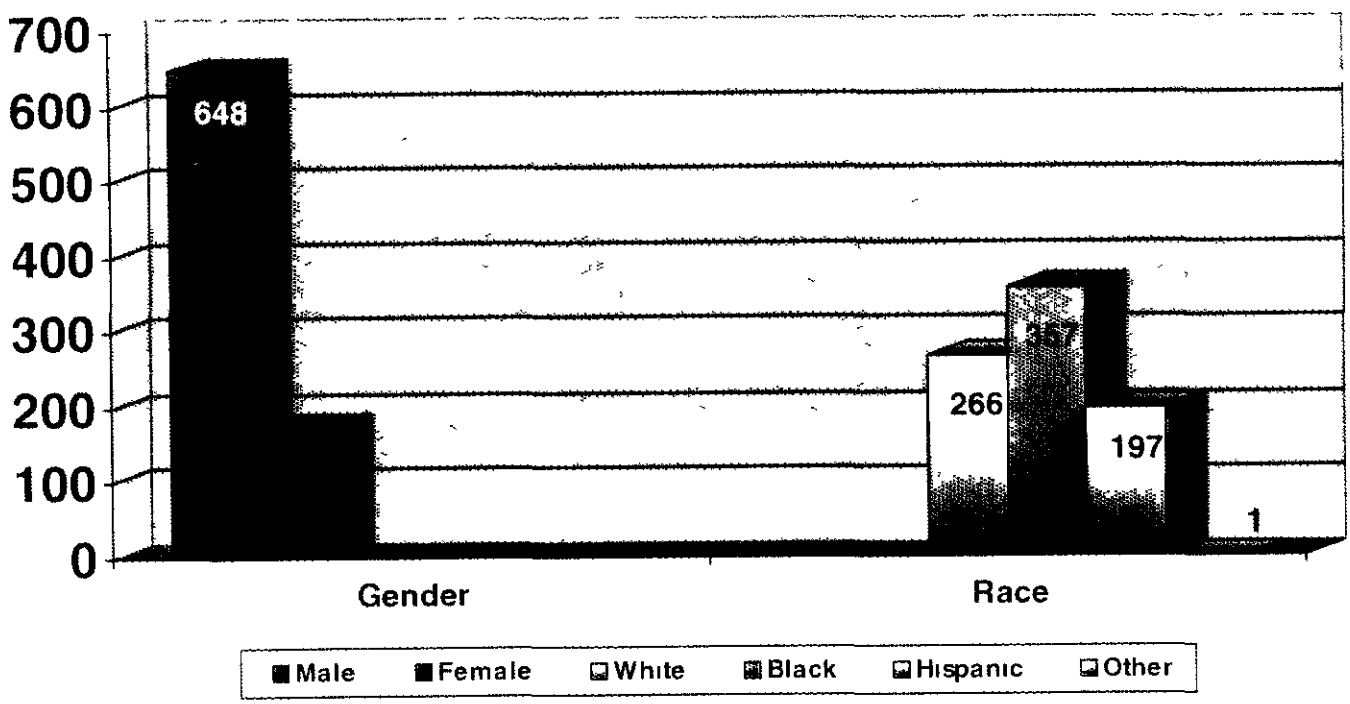
It is the responsibility of the Facility to document and report to the Texas Juvenile Probation Commission within 24 hours, the death, attempted suicide, escape and any serious injury including youth on youth assaults that requires medical treatment by a physician or physician's assistant that occurs within a facility It is important to note, any employee, volunteer, intern of a facility shall report to the commission and local law enforcement any allegations of abuse, exploitation or neglect of a resident that occurs in or involves an employee, volunteer, or intern of the Galveston County Juvenile Justice Center

DETENTION STATISTICS
2011

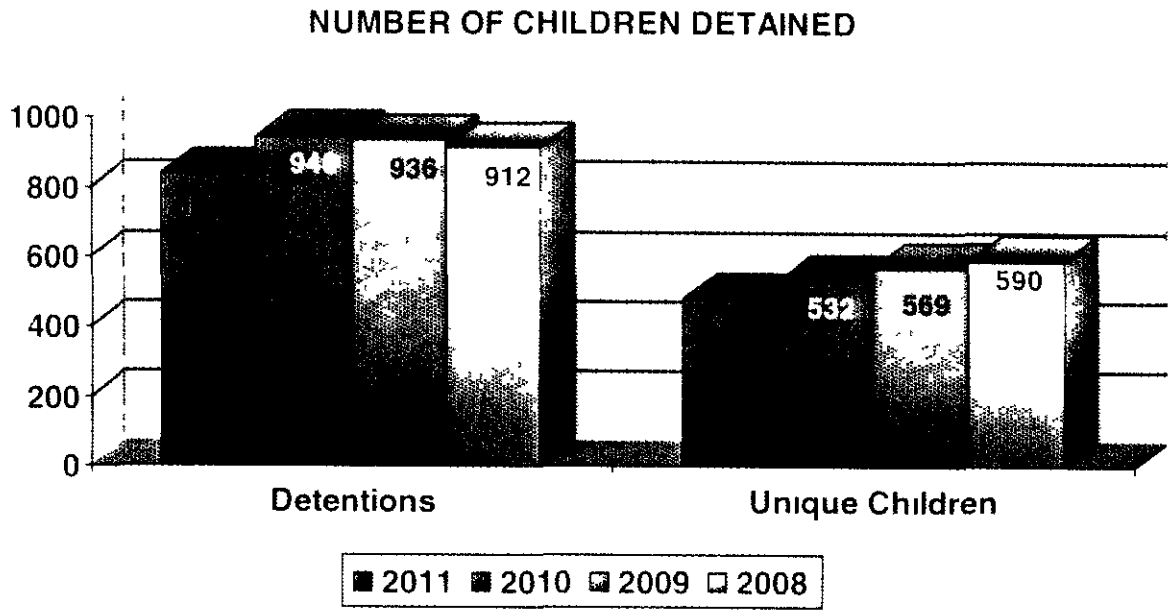
DETENTION

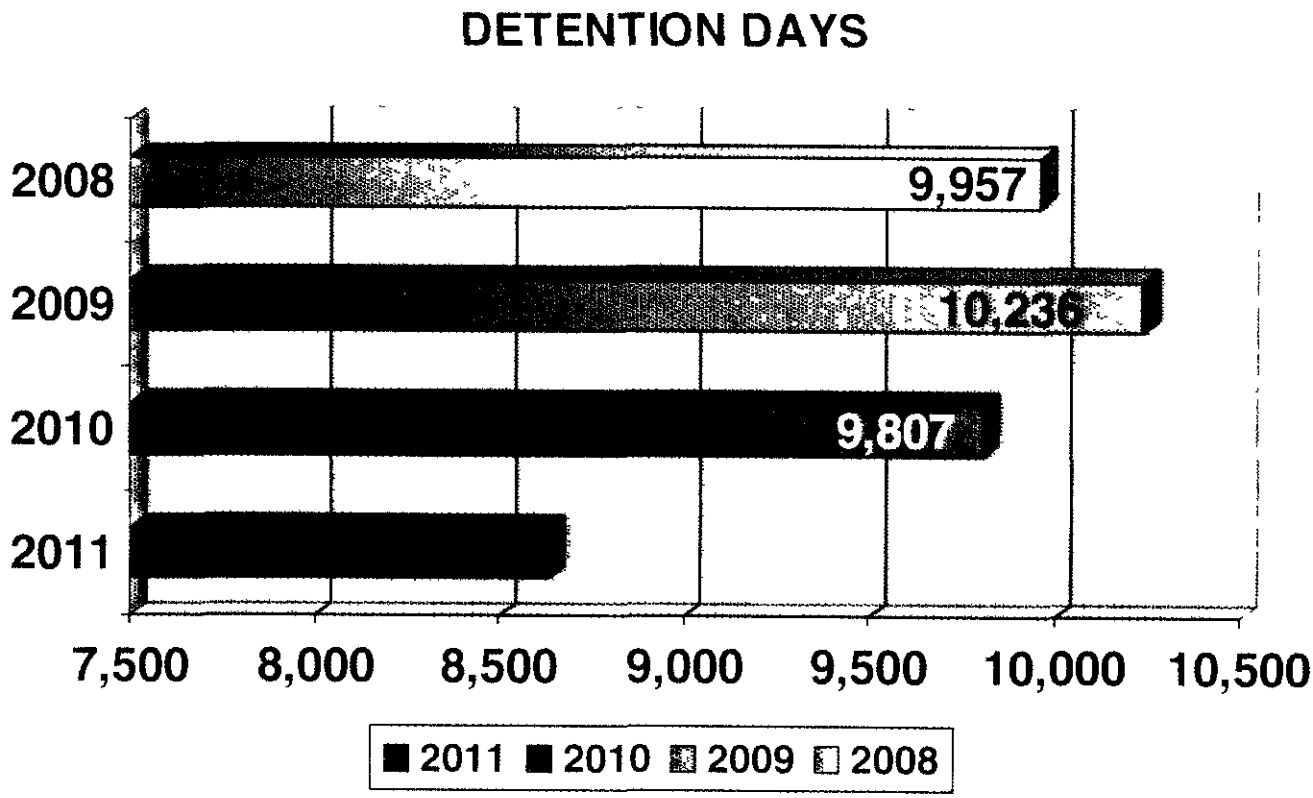
There were a total of 836 juvenile detentions in 2011 representing 484 unique children detained. This number reflects 648 detentions for male offenders and 173 detentions for female offenders. There were 189 detentions for felony referrals, 621 detentions for Class A & B misdemeanor referrals, 11 detentions for Class C misdemeanor referrals, and 0 detention for status offender. There were a total of 8,632 detention days provided during 2011. The average daily population was 22, the highest daily population was 31, and the lowest daily population was 11. The average length of stay was 11 days, and the longest length of stay was 105 days. A breakdown of detentions by race reflects a total of 357 Black, 266 White, 197 Hispanic, 0 Asian, and 1 Indian.

2011 DEMOGRAPHIC DATA



Detentions for black youth accounted for 43% of all detentions in 2011 compared to 39% in 2010. Detentions for white youth accounted for 32% of all detentions in 2011 compared to 34% in 2010. Detentions for Hispanic youth accounted for 24% of all detention in 2011 compared to 25% in 2010.





	Total Detentions	Detention Days	Average Daily Pop	Max Daily Population	Longest Stay	Average Stay	Male Detentions	Female Detentions
2011	836	8 632	22	31	105	11	648	173
2010	946	9 807	24	36	198	10	730	206
2009	936	10 236	26	35	356	11	730	206

CONTRACT DETENTION

During 2011 the department did not provide any contract detention bed space for surrounding counties. These contracts serve an important role in counties that do not operate juvenile detention facilities of their own Prior to transporting a child to the Galveston County detention facility, the contracting agency is required to contact the Deputy Director of Detention to ensure that space is available All detentions are executed according to a proper order of a court from the contracting county having juvenile jurisdiction Services provided include 24 hour per day supervision, routine non-emergency medical examination and treatment within the facility, and a program of education, recreation, and counseling as needed to each child placed within the facility A representative of the contracting county is required to make contact with each child placed under contract at least three times per week including one in person visit In the event there is an unexpected increase in the detention population resulting in the facility exceeding rated capacity, the contracting county is required to remove the juvenile from the facility immediately The detention needs of Galveston County always take precedence over those from contracting counties Contractual provisions have been made for the removal of juveniles deemed mentally unfit, dangerous, unmanageable, or having a mental or physical health condition that might endanger the child or other occupants of the facility If it is determined that there is a need for emergency examination, treatment, or hospitalization of a juvenile placed under contract, the contracting county is notified and is contractually obligated to assume all financial liability for such treatment.

AGENDA ITEM #5

COUNTY of GALVESTON

Department of Parks & Senior Services

4102 Main Street (FM 519) • LaMarque, Texas 77568
Phone (409) 934-8100 • Fax (409) 934-8140
www.galvestonparks-seniors.org

April 9, 2012

To Honorable Mark Henry, County Judge

Member's of Commissioner's Court

From Andy Hansen, Operations/Trades Manager
Department of Parks & Senior Services

Subject: **Agenda Item –Donation**

Please place the following item on Commissioner's Court Agenda for Tuesday, April 17, 2012

"Receive and file donation from Galveston County Senior Citizens Activities Inc, submitted by Parks & Senior Services Operations / Trades Manager

- $276 20 donation from Galveston County Senior Citizens Activities Inc, for the purchase of a playground rules sign at Noble Carl Park

We are fortunate to have supporters such as Galveston County Senior Citizens Activities Inc, contributing to the improvements toward our Galveston County Parks System

Should you have any questions please feel free to contact me

Andy Hansen

ANDY HANSEN

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

Galveston County Senior Citizens Activities, Inc.
6710 Stewart Road, Suite 300
Galveston, Texas 77551

Texas First Bank
P O Box 3399
Galveston Texas 77552
www texasfirstbank.com
46-630-1131

Check No. 1302

Date 3/20/2012

Pay to the Order of MIRACLE RECREATION EQUIPMENT CO $276 20*

Two Hundred Seventy-Six and 20/100********** Dollars

VOID AFTER NINETY DAYS

MIRACLE RECREATION EQUIPMENT CO
3 SUNSPREE PLACE
THE WOODLANDS, TX 77382

Memo INVOICE NO 99472

AUTHORIZED SIGNATURE

⑈001302⑈ ⑆113110256⑆ 2113384 3⑈

Galveston County Senior Citizens Activities, Inc.
Record of Payment Check: 1302 Payee: MIRACLE RECREATION EQUIPMENT CO 3/20/2012
Hurricane Ike Relief PLAYGROUND SAFETY SIGN-REPL DUE TO IKE 276 20

INVOICE NO 99472 $**276.20*

RECEIPT

MIRACLE
RECREATION EQUIPMENT COMPANY

8445 Solution Center
Chicago, IL 60677-8004

ISO 9001 Certified
Fed I D #43-1595099
Phone (417) 235-6917

PLEASE REFER TO CUSTOMER NUMBER AND INVOICE NUMBER ON ALL PAYMENTS AND CORRESPONDENCE

SOLD • TO
Galveston County Senior Citizens Activities, Inc
6710 Stewart Road, Suite 300
Galveston, TX 77551-2216

SHIP • TO

WORK ORDER NO	SOLD BY	CUSTOMER NO	INVOICE DATE	INVOICE NO
666483	Jeff Bratton	32000	3/14/12	99472

QUANTITY	MODEL NO	DESCRIPTION	UNIT PRICE	NET
1	Misc	Playground Safety Sign	$276 20	$276 20
			Total Due	$276 20
			Less Pmt Received	($276 20)
			Balance Due	$0.00

TERMS OF SALE: DUE UPON RECEIPT

1 25% CHARGE PER MONTH FOR PAST DUE INVOICES
PLEASE ENCLOSE THE DUPLICATE COPY OF THIS INVOICE WITH YOUR PAYMENT

REMIT TO· MIRACLE RECREATION EQUIPMENT CO.

8554 Solution Center-Chicago, IL 60677-8004

AGENDA ITEM #6

THE COUNTY OF GALVESTON

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

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

April 9, 2012

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

Re Abandonment of portion of unopened
Avenue A – San Leon

Gentlemen

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

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

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl

cc Commissioner Patrick Doyle, Precinct 1

PETITION TO CLOSE A 50' x 44' PORTION OF UNOPENED AVENUE "A" RIGHT OF WAY BETWEEN LOTS 21 AND 22, BLOCK 3, SAN LEON TOWNSITE, AND THE PARKWAY
GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES, Mary P. Banks and husband, Iain McPherson, and three (6) other freeholders of Precinct No. 1, Galveston County, Texas, to file this their Petition and Application for the abandonment and discontinuance of unopened County road right of way located Galveston County, Texas, and for an appropriate Order of this Honorable Court so abandoning and discontinuing said hereinafter described right of way which lies within Precinct No. 1, Galveston County, Texas, in accordance with and as provided for by Chapter 251, Sub-Chapter B, of the Texas Transportation Code, and in support thereof would respectfully show unto the Court the following·

I

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

> 50' x 44' Portion of Avenue "A right of way between Lots 21 and 22, Block 3, San Leon Townsite, and the Parkway, Galveston County, Texas, as shown on attached Exhibit "B"

II

That Petitioners, Mary P. Banks and husband, Iain McPherson, are the owners of property adjacent to the proposed abandonment

III

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

IV

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

V

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

VI

That in the event said right of way is abandoned by the County, Petitioners, Mary P Banks and husband, Iain McPherson, are willing to pay to the County the fair market value of such right of way as determined by a Real Estate Appraiser chosen by the County as well as all appraisal costs.

VII.

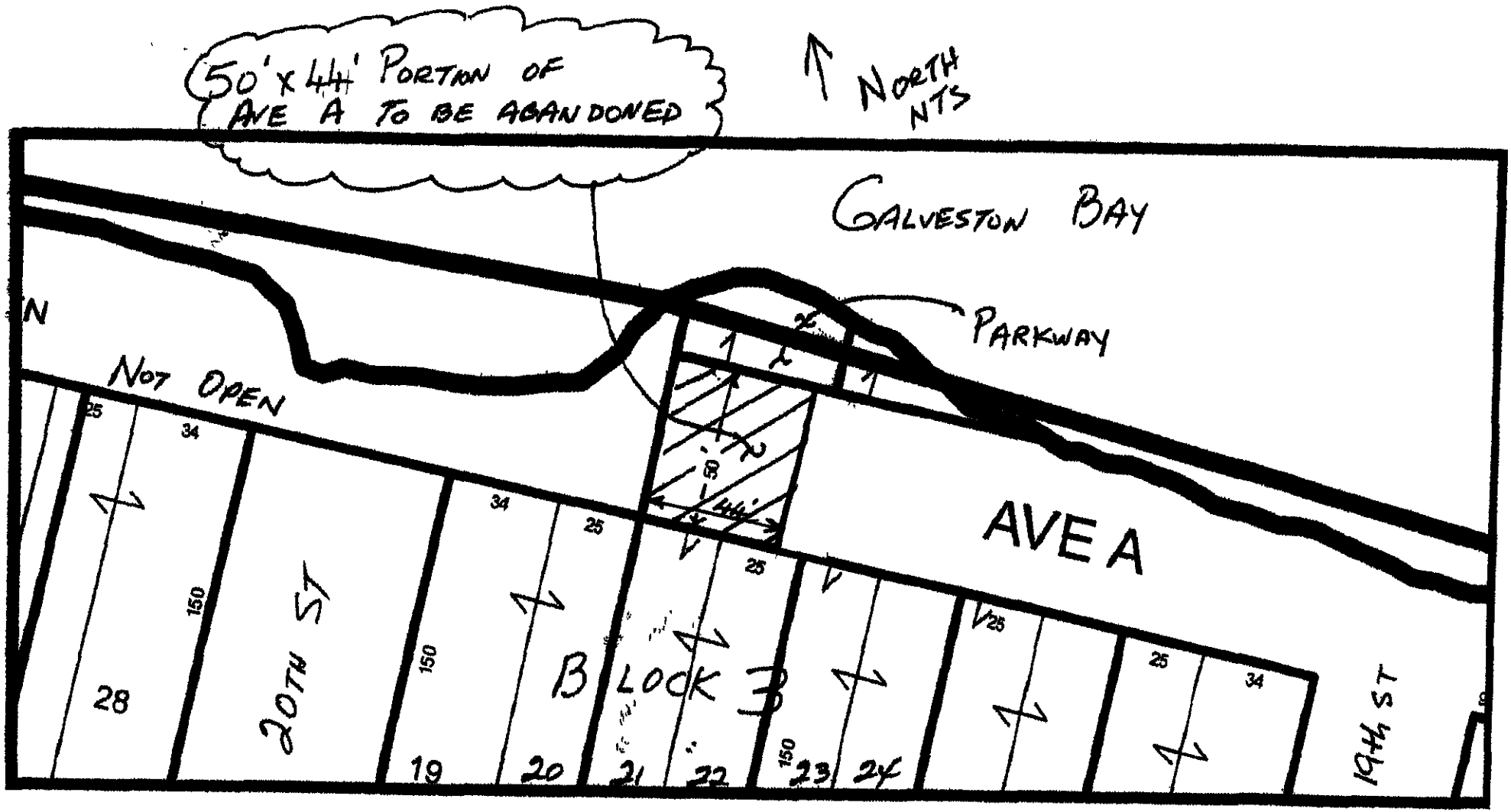
All public and private utility companies serving the area have determined they have no facilities within the area to be abandoned and have no objection to this abandonment.

VIII

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

Joan B Caldwell

Mary P Banks


50' x 44' PORTION OF
AVE A TO BE ABANDONED
NORTH
NTS
GALVESTON BAY
PARKWAY
NOT OPEN
AVE A
20TH ST
19TH ST
BLOCK 3
28
19
20
21
22
23
24
25
34
150
50'
44'

EXHIBIT

"A"

AGENDA ITEM #7

COUNTY OF GALVESTON

INVESTMENT POLICY

ADOPTED BY GALVESTON COUNTY COMMISSIONERS' COURT

Initial Adoption: 11/13/97
First Revision: 11/16/98
Second Revision: 01/10/00
Third Revision: 01/08/01
Fourth Revision: 07/02/01
Fifth Revision: 02/11/02
Readopted w/o Revision: 01/27/03
Sixth Revision: 09/29/03
Seventh Revision: 11/01/04
Eighth Revision: 12/05/05
Ninth Revision: 08/25/06
Tenth Revision: 03/20/12
Eleventh Revision: 04/17/12

Approved as to Form

Harvey Bazaman
Legal Department

TABLE OF CONTENTS

		Page
I.	**Scope and Legal Requirements**	
	General Statement	1
	Funds Included	1
	County Investment Portfolio Structure	1
	Standard of Care	2
	Ethics and Conflicts of Interest	2
	Definitions	3
II.	**Investment Strategy**	11
III.	**Investment Objectives**	
	General Statement	11
	Standards and Investment Priorities	12
	Investment Suitability	12
	Preservation and Safety of Principal	12
	Liquidity	12
	Marketability of Investments	12
	Diversification	12
	Yield	12
	Additional Objectives for all Fund Strategies	13
	Maturity	13
	Active Portfolio Management	13
	Deposit of Funds	13

Quality, Capability, and Training of County Treasurer and Investment Management 14

IV. Investment Responsibility and Control

County Investment Officer / Duties 14

Third Party Investment Officer 15

Expiration of Authority 15

Administrative Procedures 16

Internal Control 16

Prudence 16

Nonculpability 17

Quarterly Reports 17

Liability of County Treasurer 18

Investment Committee 18

V. Authorized Investments & Competitive Selection Criteria

Authorized Investments 19

Investments Requiring Additional Approval 22

Competitive Selection Criteria 23

VI. Investment Institutions 23

VII. Authorized Collateral and Collateral Procedures 25

VIII. Safekeeping and Custody 25

IX. Selection and Compliance of Brokers/Dealers and Other Qualified Representatives

Broker/Dealer and other Qualified Representatives Questionnaire & Certifications Requirements 25

Qualifications for Approval as Broker/Dealers 26

Approval of Broker/Dealers 27

Annual Review of Approved Broker/Dealer 27

Removal from Approved List 28

X. Arbitrage 29

XI. Portfolio Monitoring, Evaluation, and Compliance 30

XII. Investment Accounting 30

XIII. Audits

Annual Independent Compliance Audit 30

Internal Audit 30

XIV. Investment Policy Review and Amendment Procedures

Review Procedures 31

Changes to Investment Policy 31

XV. General Constructive and Interpretative Provisions

General Provisions 31

Effective Date 32

XIV. Exhibits

Exhibit 1 - Master Repurchase Agreement

Exhibit 2 - Broker/Dealer Certification

Exhibit 3 - Broker/Dealer Questionnaire

Exhibit 4 - Anti-Collusion Statement

Exhibit 5 – Capital Adequacy Guideline/Focus Statement

GALVESTON COUNTY, TEXAS

INVESTMENT POLICY

I. SCOPE AND LEGAL REQUIREMENTS

General Statement

This investment policy is drafted in compliance with V T C A., Local Government Code §116 111, §116 112, and V.T C.A , Government Code, Chapters §2256 (Public Funds Investment Act), and §2257 (Collateral For Public Funds Act) The policy's purpose is to define and adopt a formal investment policy and procedure for the County of Galveston (hereinafter "County") ,for all its funds including its funds not immediately required to pay obligations of the County. It does not apply to Registry Funds deposited with the County or District Clerk under Chapter 117, Local Government Code. It likewise does not apply to investments made under the County's 457 deferred compensation plan or to an investment donated to the County for a particular purpose or under terms of use specified by the donor

Funds Included

This investment policy governs the investment of all present and future funds of the County held in custody by the County Treasurer including funds that are not immediately required to pay obligations of the County This investment policy is not intended to permit any investment prohibited by law nor is it to be construed in contravention of any depository contract between the County and any depository bank Any conflict between a depository contract and this investment policy will be resolved by Commissioner's Court. Unless authorized by law, the Investment Officer may not deposit, withdraw, transfer, or manage in any manner the funds of the County

County Investment Portfolio Structure

The funds of the County entrusted to the Commissioners' Court for investment are divided into the following portfolios based on the source of funds·

Pooled Operating Account Portfolio - Includes general operating and miscellaneous funds of the County and does not encompass funds restricted by statutory, contractual bond indenture requirements, or other requirements

Pooled Bond Funds Portfolio - Bond funds from all capital projects The purpose of segregating investments in this portfolio from the general operating portfolio is to facilitate compliance with federal arbitrage regulations

Debt Service Funds Portfolio - All interest and sinking funds The purpose of segregating

investments in this portfolio from the general operating portfolio is also to facilitate compliance with federal arbitrage regulations

Agency Funds Portfolio - Includes funds held in trust or in an agency capacity by the County

Standard of Care

County investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital, liquidity, and the probable income to be derived

Ethics and Conflicts of Interest

County officials and employees involved in the investment process shall refrain from personal business activities that could conflict with the proper execution of the County's investment program, or which could impair their ability to make impartial investment decisions

Any investment officer, member of the Investment Committee or member of the Commissioners' Court ("individual") who has a personal business relationship with a business organization offering to engage in an investment transaction with the County shall file a statement disclosing that personal business interest. Any such individual who is related within the second degree by affinity or consanguinity, as determined under V T C A., Government Code Chapter 573, to an individual seeking to sell an investment to the County shall file a statement disclosing that relationship A copy of each such disclosure statement must be filed with the Commissioners' Court and the Texas Ethics Commission.

For purposes of this subsection an individual has a personal business relationship with a business organization if

(1) the individual owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization,

(2) funds received by the individual from the business organization exceed 10 percent of the individual's gross income for the previous year, or

(3) the individual has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the individual

Definitions

Arbitrage - the simultaneous purchase and sale of the same or an equivalent security in order to profit from price discrepancies In governmental finance, the most common occurrence of arbitrage involves investment of the proceeds from the sale of tax-exempt securities in a taxable money market instrument that yields a higher rate, resulting in interest revenue in excess of interest costs

Auditor - the Galveston County Auditor or his designee.

Bankers Acceptance - a time draft or order to pay a specified amount on a specified date, drawn by an individual or business, which becomes an acceptance when the bank acknowledges its obligation The bank that accepts the draft issues the acceptance for trading after acknowledging its obligation to honor the draft It is the primary obligation of the acceptor bank and the contingent obligation of the drawer A Bankers' Acceptance comes in either bearer or book-entry form. It is issued in various denominations Initial maturities of bankers acceptances range from 30 to 180 days, but the short-term 90 day acceptance is the market standard

Bid - the price buyers are willing to pay for securities; and the price at which sellers may dispose of them. An offer is the price asked by a seller of securities

Bond Indenture - a formal agreement, also called a deed of trust, between an issuer of bonds and the bondholder The agreement is backed by the general credit standing and earning capacity of the issuer

Book Value - the original acquisition cost of an investment plus or minus the accrued amortization or accretion

Broker/Dealer - a broker is a person or firm acting as an agent for buyers and sellers A dealer is a person or firm acting as a principal in buying and selling securities When used in this policy, the phrase "Broker-Dealer" shall also mean Qualified Representative

Capital Adequacy Guidelines for Government Securities Dealers - The Federal Reserve Bank of New York has issued capital adequacy guidelines that should be met by any firm doing business with public entities In 1985, the New York Federal Reserve Bank published a booklet entitled, Capital Adequacy Guidelines for Government Securities Dealers It provides a mathematical standard for the risks incurred by a government securities dealer The guidelines' calculations are based largely on the historical volatility of various instruments and dealers' ability to effectively hedge their risks through the use of future contracts and options Dealers holding large positions in unhedged, long-term bonds have a higher risk factor than those who trade only in short-term Treasury bills do Against this risk factor, the Fed's standards then calculate the capital of the firm (essentially assets less liabilities) The Federal Reserve can require only that primary dealers comply with the standard. Use of the standard throughout the remainder of the securities industry

is accomplished only through voluntary participation.

The guidelines essentially calculate a single number as representing the short-term market risks of a dealer's portfolio Public investors seeking to employ the Fed's voluntary capital adequacy guidelines should require:

1. Continuous compliance with the Fed's capital adequacy guideline throughout the recent trading period

2 Immediate disclosure by the Investment Institutions to the investing government whenever the firm's capital position falls short of the capital adequacy standard.

3. Independent certification by an outside auditor or similar agency that the dealer firm has complied with the capital adequacy standard on its most recent balance sheet.

Certificate of Deposit - Certificates of deposit, familiarly known as "CDs", are issued as either negotiable or nonnegotiable certificates. Nonnegotiable CDs can be issued in any denomination that the buyer would like to purchase. Jumbo CDs are typically issued for $100,000 or more in deposits Negotiable CDs are only issued in denominations from $100,000 and up, and actively trade in the secondary market in $5,000,000 lots. Many negotiable CDs are issued in bearer form CDs are issued against funds deposited in the bank for a specified period of time earning a specified rate of interest. Certificates of deposit bear rates in line with money market rates at the time of issuance CDs are in either registered or book-entry form The issuing bank has the irrevocable obligation to pay back principal and interest at maturity.

Collateral - Property pledged as security for a debt or assets held by an individual or entity

Commercial Paper - "Commercial Paper" is the market name for the short-term, (2 to 270 days) unsecured promissory notes issued by various entities, in the open market to finance certain short-term credit needs It generally is backed by unused bank credit lines to repay the notes in the event the issuer is unable to roll the paper over in the market at maturity Virtually all paper issued through dealers is rated by at least one of the independent rating agencies such as Moody's Investors Service, Inc , or Standard & Poor's Corporation. Commercial paper purchased from dealers is usually bought and sold on a discount basis, figured for the actual number of days to maturity on a 360 day basis Interest bearing commercial paper is also available The minimum round-lot transaction is $100,000, although some issuers sell commercial paper in denominations as small as $25,000 The notes are normally issued in bearer form and payment at maturity if effected by presentation to the bank designated as paying agent on the face of the note

Commissioners' Court - the Galveston County Commissioners' Court.

Consolidated Report of Condition - Reports required of banks by Federal regulatory agencies

which shows their financial condition (assets, liabilities, equity, income, stocks etc)

County Treasurer - the Galveston County Treasurer or his designee

Credit and Capitalization Analysis - Fundamentally, there are three ways to assess the credit risk of investing funds through a given financial institution First, a public investor might rely exclusively on credit ratings and credit research performed by a rating agency or credit evaluation service. Second, an investor can compare various institutions' financial statistics provided by certain information services Third, the public investor can use common statistical and analytical techniques to study and analyze financial data provided in public financial reports to regulatory agencies to produce an independent credit evaluation

CUSIP Number - a unique nine-character alphanumeric code often used with the standard security description to identify, report and transfer a specific securities issue The CUSIP root is the first five or six digits of the number The remaining numbers identify the specific issue of the security. CUSIP (Committee on Uniform Security Identification Procedures) is part of the American Bankers Association.

Delivery vs. Payment - delivery of securities in exchange for a cash payment. Funds are not wired until the securities are delivered. If the transfer is accomplished through the Fed wire system, directly between two parties, the investor is notified before cash is released If a third party acts as custodian, funds are released by the custodian only when delivery is accomplished In short. "No delivery, no payment, no investment security"

Default Risk - a security issuer's underlying creditworthiness or the issuer's ability to repay an investors principal Securities that are backed by the full faith and credit of the U S. government are considered as "no default risk" securities

Derivative Investments - a financial instrument created from or whose value depends on or is derived from the value of one or more underlying assets, such as securities, currencies, indexes of asset values, or interest rates Examples of derivatives are collateralized mortgage obligations (CMOs), interest-only (IOs) and principal only (POs), forwards, futures, currency and interest-rate swaps, options, floaters/inverse floaters, Treasury receipts and caps/floors/collars

Discount - the difference between the price of an investment instrument (bond) and its value at maturity when the price is lower than the maturity value

Diversification – The spreading of risk by placing assets in several categories of investment, maturities, issuers and Broker / Dealers.

Federal Deposit Insurance Corporation (FDIC) - the regulatory authority primarily concerned with bank safety and protecting depositors from losses because of bank insolvency The FDIC

accomplishes this through its role in bank examination and supervision and as a lender of last resort

FASB - since July 1, 1973, the Financial Accounting Standards Board has been responsible for establishing the accounting standards that comprise "generally accepted accounting principles" (GAAP)

Federal Reserve Wire - the real-time system for funds transfer operated by the Federal Reserve.

GAAP - the network of concepts, principles, standards, procedures, and practices designed to assure that external financial statements are relevant and reliable

GASB - the Governmental Accounting Standards Board is responsible for establishing accounting standards for activities and transactions for state and local governments The most recent accounting standard issued by GASB to cover Investments by Public Institutions can be found in GASB 31.

Investments - securities held for the production of revenues in the form of interest, excluding Money Market Investment Accounts, Savings Accounts and Now Accounts

Investment Committee - the Galveston County Investment Committee as appointed by Commissioners' Court

Investment Officer - the officer and/or employee of the County appointed by the County to be responsible for the investment of its funds consistent with this Investment Policy

Liquidity - the ability to convert assets to cash quickly, without losses

Market Value - the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date

Maturity - the date on which the principal or stated value becomes due and payable in full to the owner of an investment instrument i e bonds

Money Market Investment Account - accounts which have features of both time deposits and demand deposits, although the checkwriting aspects of these accounts are usually restricted. These accounts are also referred to as Money Market Demand Accounts by banks Because a bank can require several days notification before allowing funds to be withdrawn from these accounts, they are usually classified as time deposits by the American Banker's Association

Money Market Mutual Fund - Money Market Mutual Funds are commercially operated by

private firms which are governed by a board of directors and are generally organized as no-load, open ended investment companies regulated by the federal SEC under the Investment Company Act of 1940 Investors in money market funds benefit from short-term interest rates without subjecting themselves to short-term price risks Operated in much the same manner as a statewide investment pool, money market funds investment portfolios usually consist of short-term securities and seek to maintain a stable share price of $1. This $1 share price is not guaranteed. This objective has been accomplished throughout the history of the industry by SEC regulations which limit the maturities of the individual portfolio securities to one year or less and the average portfolio maturity to 90 days. The SEC now requires that 95% of a money market fund's portfolio must consist of government securities or money market instruments rated A-1/P-1 The portfolio of the funds are controlled by the prospectus and investment policies established by the directors, which usually require a shareholder vote to change. Because most states limit the use of mutual funds by governmental investors to only those with portfolios consisting of securities otherwise allowable by state law, a governmental investor must verify whether the mutual fund complies with state law by reviewing the prospectus and statement of additional information (both must be provided on request).

National Association of Securities Dealers - an organization which regulates non-primary dealers.

Negotiable Order of Withdrawal -(NOW) Accounts at approved Depository Banks. These accounts are interest bearing checking accounts, with variable rates set by the depository bank.

Par Value - face amount or 100% of the principal amount of a security at original issue

Portfolio - a combination of assets (securities) owned for investment

Premium - the difference between the price of an investment instrument (bond) and its value at maturity when the price is higher than the maturity value

Primary Market - the market in which financial assets are originally issued.

Primary Government Securities Dealer - the Federal Reserve Bank of New York, which acts as the Federal Reserve system's trading agent for monetary policy, designates primary dealers in government securities They make a market for new issues and are also authorized to conduct business directly with the Federal Reserve System These dealers are expected to provide a complete market in the entire spectrum of Treasury instruments The primary dealers are expected to participate actively in all Treasury auctions to conduct business with the Fed's open market trading desk

Qualified Representative - a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers.

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U S C Section 80b-1 et seq) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm

Rate of Return - the return on an investment during a specific time interval It may be the actual rate or expected rate of return

Reporting Dealers - primary dealers in government securities that are monitored by the New York Federal Reserve Bank Although the Fed's monitoring of reporting dealers offers some control and reduces the likelihood of fraud, it does not assure protection against all potential defaults.

Repurchase Agreement - a repurchase agreement (repo) consists of two simultaneous transactions One is the purchase of securities (collateral) by an investor from a bank or dealer. The other is the commitment by the bank or dealer to repurchase the securities at the same price, plus interest, at some mutually agreed future date. The collateral used most frequently is Treasury, mortgage-backed or other agency securities. The vast majority of repos mature in three months or less One-day transactions are called overnight repos, longer transactions are called term repos. The repo rate is the rate of interest that the dealer pays the investor for the use of his funds. The repo typically trades at higher yields relative to other market instruments Rates depend on the type of collateral The higher the credit quality and easier the security is to deliver and hold, the lower the Repo rate By definition, Repos can be contracted either as two party transactions where the securities are held at the dealer, or as Tri-Party transactions where the securities are held at a third party institution which only releases money or securities on a Delivery Vs Payment basis

Safekeeping Receipt - a physical document which evidences ownership of a security.

SIPC Insurance Program - Securities Investor Protection Corporation (SIPC) is a nonprofit corporation funded by its member SEC registered broker/dealers that protects customer accounts in the event of the financial failure of a member SIPC distributes customer assets and then provides

funds for all remaining claims of each customer up to a maximum of $500,000 including up to $100,000 on claims for cash. SIPC does not consider repurchase agreements participants to be customers of its members broker-dealers and does not extend its insurance to repurchase agreements

Treasury Bills - an obligation of the U.S. government to pay the bearer a fixed sum on a specific date Treasury bills are issued on a discount basis (they are sold at a dollar price less than their redemption value at a maturity, with difference, or discount, constituting the payment of interest). Bills are issued only in a book-entry form and are paid at face amount without additional interest at maturity. They are issued in a variety of denominations from $10,000 up and may be exchanged only for smaller denominations They have original maturities of 13 weeks, 26 weeks, and 52 weeks.

Treasury Notes and Bonds - coupon securities paying interest every six months, issued by the Federal Government Treasury notes may be issued with a maturity of not less than one year nor more than 10 years. Bonds are coupon securities with maturities exceeding 10 years, and are generally issued with 15, 20, or 30 year original maturities. Most treasury bonds with longer initial maturities carry a call provision, which allows the Treasury to redeem the bond prior to maturity on or after the specified call date. Coupon securities are available in denominations ranging from $5,000 upward in multiples of $1,000 The coupon securities are issued in either bearer or registered form (new Treasury bonds available only in book-entry form) Most treasury coupon securities bear maturity date of the 15th or the end of the month. Notes have original maturities of 2,3,4,5,7 and 10 years

Treasury Securities - "full faith and credit" obligations of the U.S Government issued by sale at periodic auctions, delivered and cleared electronically

Treasury Strips - are the Separate Trading of Registered Interest and Principal (STRIP) of Treasury Securities which are direct obligations of the U S. Treasury All new Treasury Notes and Bonds issued by the U S Treasury for 10 years or longer are eligible for "stripping" by dealers In this process, each individual interest payment, and principal payment is sold as a separate Zero-Coupon bond with its own CUSIP registration They are sold at a discount with payment due at maturity, and are only available in book entry form. Even though payment is not received until maturity, taxes are due yearly on any interest earned Treasury Receipts, which trade under the names TIGRS and CATS, are Treasury Bonds held in trust, with coupon and interest payments broken apart and sold as Zero-Coupon obligation by dealers, are not to be considered Treasury STRIPS Treasury STRIPS are not derivatives

U4 - Both the NASD and the NYSE require a registration form known as a U4 for any broker conducting transactions involving these exchanges

It is required that firms notify the NASD if a broker is,

- subject to disciplinary actions by a firm involving suspension, termination, withholding of commissions, or imposition of fines over $2,500
- subject to disciplinary action by a self-regulatory organization.

The NYSE requires notification if a broker is·

- in a violation of any of the Securities Acts,
- accused by a client of forgery, theft, or misappropriation of funds,
- disciplined by a self-regulatory organization,
- arrested, indicted, or convicted of any criminal offense (except minor traffic violations)
- the subject of a customer claim for damages exceeding $15,000 which has been settled or disposed of by award

These notifications are reviewed by their respective markets and a determination is made whether to continue, suspend or revoke a broker's registration A similar report is also available from the NASD on individual firms through the Public Disclosure Program.

Yield - the rate of return an investor earns on an investment over a specified period of time.

Yield Curve - the relationship between current market interest rates (or yields) and maturity A normal yield curve is upward sloping (i.e , longer-term securities usually offer higher yields)

Yield to Maturity - the average annual return on an investment based on the interest rate, price and the length of time to maturity It differs from current yield in that it takes into consideration the increase to par of a bond bought at a discount and the decrease to par of a bond bought at a premium Yield to Maturity should be computed on a U S Government bond equivalent yield

Weighted Average Maturity (WAM) – The average maturity of all securities and cash positions that comprise a portfolio

Zero Coupon Bond – is an instrument such as a Treasury Bill sold at a discount which has no coupon and pays 100% of face value at maturity Its maturity can range anywhere from 1 day to 100 years, but is typically less than 30 years

II. INVESTMENT STRATEGY

The County maintains portfolios which utilize specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios·

A. **Pooled Operating Funds Portfolio** - Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles This may be accomplished by purchasing high quality, short to medium term securities which will complement each other The suggested WAM of this portfolio should be less than 10 months, and therefore should be benchmarked against the 6 month Treasury Bill Rate The maximum pre-approved maturity will not exceed 3 years This portfolio should include at least 2 months anticipated expenses in highly liquid securities.

B **Debt Service Funds Portfolio** - Investment strategies for debt service funds will have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. The WAM, and maximum maturity of this portfolio will depend upon debt service obligations All Debt Service Funds are to remain segregated, in separate accounts and investments, from the County's Operating Funds until the time at which they are to be expensed

C **Pooled Bond Funds and Agency Funds Portfolio** - Investment strategies for capital projects and agency funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10 percent in highly liquid securities to allow for flexibility and unanticipated project outlays The stated final maturity dates of securities held should not exceed the estimated project completion date The WAM for this portfolio will depend upon anticipated cash flows. All Bond Funds are to remain segregated, in separate accounts and investments, from the County's Operating Funds until the time at which they are to be expensed

III. INVESTMENT OBJECTIVES FOR ALL FUND STRATEGIES

General Statement

Funds of the County shall be invested and managed in accordance with federal and state laws, this investment policy, and written administrative procedures developed by the County Investment Officer Strict compliance with V T C A , Chapters 2256 and 2257 is mandatory The County's investment portfolio shall be managed in a manner to attain the maximum rate of return allowed through prudent and legal investment of County funds while preserving and protecting

capital in the overall portfolio. The investment policy shall be utilized to administer the County's overall Cash Management Program.

Standards and Investment Priorities

The County intends to maintain the highest professional and ethical standards as custodians of the public trust The following six (6) investment objectives are investment priorities in order of importance,

A. **Investment Suitability** - The suitability of the investment to the financial requirements of the county shall be evaluated on a case by case basis, taking into account the investments influence on the overall portfolio structure and needs.

B **Preservation and Safety of Principal** - The County is concerned about the return of its principal; therefore, preservation and safety of principal is the primary objective in any investment transaction

C **Liquidity** - The County's investment portfolio must be structured in such a manner which provides for liquidity necessary to pay obligations as they become due

D. **Marketability of Investments** - The marketability of the County's investments should be closely monitored to ensure the marketability of the investment if the need arises to liquidate the investment before maturity

E **Diversification** - It is the policy of the County to diversify its portfolio to eliminate unreasonable and avoidable risk of loss resulting from over-concentration of assets in a specific maturity, a specific issuer, or a specific class of investments Investments of the County shall always be selected that provide for safety of principal, stability of income, reasonable liquidity and diversification

F **Yield** - It is the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives. The average minimum rate of return for the entire portfolio, excluding funds needed for current obligations, should be at least equal to a "no default risk" rate of return indicator, like the return on the three-month Treasury bill. Except for the following exceptions, the County may only invest in a particular eligible investment if its yields are equal to or greater than the equivalent yield on United States Treasury obligations of comparable maturity Money Market Mutual Funds, Money Market Investment Accounts, Repurchase Agreements and Certificates of Deposit may be invested at lower yields

If funds are subject to yield restrictions due to federal arbitrage regulations, those funds are excluded from the yield calculation The major objectives for the bond funds governed by

Federal arbitrage regulations are to maximize permitted market yield and to minimize investment costs

Additional Objectives for all Fund Strategies are:

A **Maturity** - Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs, based upon the market environment at the time of investment Investments will be held with the intent to hold to maturity

The Investment Officer will monitor the maturity dates of all investments to minimize risk of loss from interest rate fluctuations and to help ensure that the maturities do not exceed the anticipated cash flow requirements of the investment portfolio

B **Active Portfolio Management** - The County intends to pursue an active versus a passive portfolio management philosophy Securities may be sold or exchanged before they mature without sacrificing principal if market conditions present an opportunity for the County to benefit from a trade Under this investment policy, all investments will be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading.

County funds will generally be placed for investment periods not to exceed thirty-six (36) months if permitted by the Public Funds Investment Act Longer investment periods will be considered upon recommendation of the Investment Committee and approval by the Commissioners' Court

With the exception of funds restricted by statutory, contractual, bond indenture requirements, or other requirements, all other County funds shall be considered the general funds of the County and shall generally be invested using the attached guidelines on a daily basis under an investment program, managed by the Investment Officer to maximize interest yield on County funds without sacrificing the preservation of principal, with funds becoming available as needed to meet the financial needs of Galveston County

Deposit of Funds

All funds belonging to the County and received by County officials shall be officially deposited with the County Treasurer upon receipt or by the next day after receipt and in accordance with prescribed policy and procedure, however, without exception, all funds shall be deposited within five (5) business days from the date of collection by said officer, in accordance with State statutes

Except for Repurchase Agreements, the proceeds from any sold or maturing investment will be placed in the County's Demand Account at its main depository A Repurchase Agreement may be originally established to provide that funds from a maturing Repurchase Agreement may, in the discretion of the Investment Officer, remain within the account If the Investment Officer makes such a determination the agreement may be automatically renewed

Quality, Capability, and Training of County Treasurer and Investment Management

It is the County's policy to provide annual funding for periodic training in investments for the County Treasurer and its Investment Officer through courses and seminars offered by professional organizations and associations in order to help insure the proficiency of the County Treasurer and the Investment Officer in making investment decisions

The County Treasurer and the Investment Officer shall:

1) Attend at least one training session from an independent source approved by the Commissioners' Court or the County's Investment Committee and containing at least 10 hours of instruction relating to the County Treasurer's or Investment Officer's responsibilities under the Public Funds Investment Act within 12 months after taking office or assuming duties, and

2) Attend an investment training session not less than once in a 2 year period and receive not less than 10 hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Commissioners' Court or the County's Investment Committee

The training received must include education in investment controls; diversification of an investment portfolio; security risks, strategy risks, and market risks, investment strategies, and compliance with the Public Funds Investment Act

IV. INVESTMENT RESPONSIBILITY AND CONTROL

County Investment Officer / Duties

V T C A Government Code 2256 005 (f), authorizes the Commissioners' Court to designate by order, rule, or resolution one or more officers as Investment Officer to be responsible for the investment of County funds

Local Government Code Section 116.112(a), V T.C A Government Code Section 2256 005, provides the County Treasurer, under direction of the Commissioners' Court, may

invest County funds that are not immediately required to pay obligations of the County as provided by the Public Funds Investment Act.

The Commissioners' court is authorized certain responsibilities and authorities by LGC subchapter E Depository Accounts § 116 111 entitled "Character and amount of deposits" and § 116.12 entitled "Investment of Funds" The authority in these sections is hereby delegated to the Investment Officer, as further described in the Investment Procedures which are approved by Commissioners' Court.

The County Treasurer and the Director of Finance and Administration are the Investment Officers for County Funds and are jointly responsible for making this determination and for making investment decisions and activities for County funds consistent with this Investment Policy. Each shall continue to serve as Investment Officer until either or both of their appointments are rescinded by the Commissioners' Court and a successor(s) is appointed. They shall act in compliance with this Investment Policy, invest only in investment instruments authorized by this Policy and prepare sufficient documentation necessary to evidence such investments. The Investment Officers may not acquire or otherwise obtain any authorized investment described in this policy from a person who has not delivered to the County the Certification attached to this Policy as Exhibit 2 The Investment Officer may authorize an employee in their Department to act on their behalf

The Investment Officer will. monitor the securities purchased in any county escrow account, monitor the quantity and character of any collateral posted against either deposits at a County Depository y or any other investments requiring collateral, and reflect the results of this monitoring in his investment report The Investment Officer has no authority to release collateral This is an activity performed by the County Treasurer.

Third Party Investment Officer

Government Code §2256 005 permits the Commissioners' Court to contract with another investing entity to invest its funds If the Commissioners' Court chooses to do so, the investment officer of the other investing entity is considered to be the investment officer of they County for purposes of the Public Funds Investment Act and this Investment Policy, and his actions are subject to this policy, Public Funds Investment Act and any other related laws in relation to the investment of Galveston County Funds.

Expiration of Authority

Authority granted to a person to invest County funds is effective until

I such authority is rescinded
II. the Investment Officer's term has expired
III if the Investment Officer is an employee, his employment terminates, or

IV. if the Investment Officer is an Investment Management firm, its contract expires or is terminated

Administrative Procedures

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program Such procedures will be consistent with this investment policy and accounting procedures prescribed by the County Auditor Such procedures shall also be in accordance with V.T C A., Government Codes, Chapters 2256 and 2257 and approved by the Commissioners' Court prior to implementation

Internal Control

The Investment Officer is responsible for establishing and maintaining an internal control structure designed to provide reasonable assurance the assets of the County are protected from loss, theft or misuse. The internal controls shall be annually reviewed by the Investment Committee The controls shall be designed to prevent losses of Public Funds arising from fraud, employee misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the County shall and address the following points·

A Control of collusion

B Separation of transaction authority from accounting and recordkeeping

C Custodial safekeeping

D Avoidance of bearer-form securities

E Clear delegation of authority

F Written confirmation for telephone transactions for investments and wire transfers.

Prudence

The standard of prudence to be applied by the Investment Officer shall be the "Prudent Investor" rule which states, "All Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived " In determining whether an

Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration·

A The investment of all funds under the County's control, over which the officer had responsibility, and

B Whether the investment decision was consistent with the written investment policy of the County.

Notwithstanding the standard of prudence imposed on the Investment Officer, the Commissioners' Court retains ultimate responsibility as fiduciaries of the County's assets

Nonculpability

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments

Quarterly Reports

Not less than quarterly, the Investment Officer shall prepare and submit to the Commissioners' Court a signed quarterly investment report for all funds for the preceding reporting period. Each report will be submitted within 75 days of the end of the reporting period.. The report will

A Describe in detail the investment position of the County on the date of the report.

B Contain a summary statement prepared in compliance with generally accepted accounting principles of each pooled fund group that states the beginning market value for the reporting period, additions and changes to the market value during the period (performed monthly), the ending market value for the period and the fully accrued interest for the reporting period

C State the book value, and market value and interest rate of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested

D State the maturity date of each separately invested asset that has a maturity date

E State the account or fund or pooled group fund for which each individual investment was acquired

F State the name of the brokerage firm associated with each investment

G. State the account or fund or pooled group fund for which each individual investment was acquired

H Contain a statement of compliance of the County's investment portfolio with State Law, its investment strategy and this Policy

I If any investments are made in other than money market mutual funds, or accounts offered by the County's depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer shall be formally reviewed at least annually by an independent auditor and the result of the review shall be reported to the Commissioners' Court by that auditor

J. Contain a statement regarding the compliance of County Depositories and Broker/Dealers to fully collateralize county funds, where required

K Contain a statement regarding the continued monitoring and compliance of trustee oversight of Galveston County escrow accounts.

L Contain a general overview of the current market and rate environments, and a brief investment plan for the next reporting period.

Liability of the County Treasurer

As stated in V T.C.A. Local Government Code, §113 005 the County Treasurer is not responsible for any loss of County funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of funds, or from responsibility for funds until a depository is selected and the funds are deposited

Investment Committee

There is hereby established an Investment Committee Members include the County Treasurer, the County Judge, the Director of Finance and Administration and an unpaid private sector investment professional appointed by the Commissioners' Court A member may resign from the committee at will by advising the rest of the committee of their desire to do so in writing The Investment Professional shall serve a term of two years, or until his/her successor

is appointed, beginning on each even year and starting Sept 30th. This individual's appointment is renewable for more than one term to a maximum of five (5) terms

The Investment Committee shall serve in an advisory capacity only The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the Commissioners' Court

The Investment Committee shall meet at least quarterly It may meet more often as desired Two members may request a meeting Two members constitute a quorum

The Investment Committee is charged with the duty of determining general investment strategies for the County and monitoring results It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to County funds, authorized depositories, brokers and dealers, and the target rate of return on the investment portfolio.

The Investment Committee shall work in conjunction with the Investment Officer in the development of written investment procedures Such procedures, upon approval of the Commissioners' Court, shall be utilized by the Investment Officer in making investments

V. AUTHORIZED INVESTMENTS AND COMPETITIVE SELECTION CRITERIA

ALL INVESTMENTS MADE BY THE COUNTY MUST COMPLY WITH THE PUBLIC FUNDS INVESTMENT ACT, SUBCHAPTER A AND ALL FEDERAL, STATE, AND LOCAL STATUTES, RULES, OR REGULATIONS.

Authorized Investments

The Investment Officer, without further action by the Commissioners' Court, shall be authorized to utilize the following types of investments for the investment of County Funds

1. **Obligations** of the United States Government in the form of Treasury Bills, Treasury Notes, and Treasury Strips (excluding any form of Treasury Receipts).

2 **Certificates of Deposits** at approved Depository Banks the payment of which is insured in full by the Federal Deposit Insurance Corporation (or) and collateralized with direct obligations of the United States Government or direct obligations of any agency or

instrumentality of the United States Government (with the exception of derivatives) which is guaranteed by the full faith and credit of the United States Government and have a market value of not less than 110% of the principal amount of the certificates This authorization excludes bearer form, negotiable CDs

3 **Fully collateralized direct Repurchase Agreements** with a defined termination date, must be purchased pursuant to a Master Contractual Agreement in the form in Exhibit 1 which specifies the rights and obligations of both parties and which requires that securities involved in the transaction shall be pledged to the County, held in the County's name, deposited at the time the investment is made, and held in a third party Safekeeping Account subject to the approval, control, and custody of the County (Known as a Tri-Party Repurchase Agreement) Issuers of Repurchase Agreements must wire transfer the collateral to the safekeeping agent through the Federal Reserve System Collateral securities must be periodically monitored and shall consist of U S Treasury Securities and U.S Agency Obligations (with the exception of derivatives) which shall have a daily calculated market value of not less than 102% of the principal amount of the funds disbursed and which must mature not later than the date stated in the Repurchase Agreement.

Before entering into a Repurchase Agreement with an issuer, that issuer must sign a Master Contractual Agreement in the form in Exhibit 1 and return it to the Investment Officer.

Acceptable Third Party Custodians on Tri-Party Repurchase Agreements include· Any approved Depository Bank, Bank of New York, the Federal Reserve Bank of Dallas or Chase Bank. Any other third party safekeeping agent must be approved by the County before execution of the Repurchase Agreement The tri-party repurchase agreement shall be placed through an approved primary government securities dealer, as defined by the Federal Reserve, or an approved county depository bank.

4 **Money Market Investment Accounts** at approved Depository Banks, where not in conflict with the Depository Contracts

5 **Negotiable Order of Withdrawal** (NOW) **Accounts** at approved Depository Banks, where not in conflict with the Depository Contracts

6 **Local Government Investment Pools** that, from time to time, are recommended by the Investment Committee and approved by the Commissioners' Court Designation as an approved Local Investment Pool does not ensure that funds will be placed with the Pool so designated The Investment Officers will, at all times, maintain a current list of authorized, qualified and approved Local Investment Pools

7 **CDARS: Certificates of Deposit Account Service** which are Multi-Million Dollar FDIC

Insurance, under one agreement, earning one interest rate per investment, with option of reinvesting.

8 **Obligations of, or Guaranteed by Governmental Entities**

A Except as provided by Subsection (B), the following investments are permitted·

(1) other obligations of the United States or its agencies and instrumentalities

(2) direct obligations of this State or its agencies and instrumentalities

(3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this State or the United States or their respective agencies and instrumentalities; and

(4) obligations of states' agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent

B The following are not permitted investments inasmuch as they are not authorized by the Public Funds Investment Act or are not in the best interest of the County.

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal,

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in market index (inverse floaters)

(5) agency subordinated debt, and

(6) corporate securities backed by agency letters of credit

No premium shall be paid for any of the above described debt instruments, negotiable instruments, or investment agreements where either the indentures or investment contracts provide for recall of the instruments and/or early payment by the debtors or obligor or where surrender or

transfer of the instruments for cash may be required before their stated maturities

Investments Requiring Additional Approval

The Investment Officer, upon recommendation by the Investment Committee and prior approval being obtained by the Commissioners' Court, shall be permitted to utilize the following types of investments for the investment of County funds·

1 **Certificates of Deposit** issued by a State or National Bank other than an approved Depository Bank, a saving and loan association domiciled in this state, or a state or federal credit union domiciled in this state that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; and collateralized with direct obligations of the United States Government or direct obligations of any agency or instrumentality of the United States Government (with the exception of derivatives) which is guaranteed by the full faith and credit of the United States Government and have a market value of not less than the principal amount of the Certificates

2 **Bankers' acceptance** if such Bankers' acceptance

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity,

(3) is eligible for collateral for borrowing from a Federal Reserve Bank, and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

3 **Commercial paper** if the commercial paper

(1) has a stated maturity of 270 days or fewer from date of it issuance, and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least

(a) two nationally recognized credit rating agencies, or

(b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state

4 (A.) **No-load money market mutual funds** if the mutual fund

(1) is registered with and regulated by the Securities and Exchange Commission,

(2) provides the investing strategy with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U S C Section 78a et seq) or the Investment Company Act of 1940 (15 U.S.C Section 80a-1 et seq)

(3) has a dollar-weighted average stated maturity of 90 or fewer, and

(4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share

(5) Has not caused a loss of Principal for a public entity.

(B) The County is not authorized by this section to

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (A),

(2) invest any portion of bond proceeds, reserves and funds held for debt service in mutual funds described in subsection (A); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual described in Subsection (A) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Competitive Selection Criteria

Before the County invests any surplus funds, a well documented "bid/offer request" process shall be conducted by the Investment Officer which provides a public record available for audit and review. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, three bids/offers will be requested for instruments which meet the maturity requirement

VI. INVESTMENT INSTITUTIONS

The Investment Officer is authorized to utilize the following types of institutions or groups to facilitate the investment of County funds consistent with Federal and State Laws and the County's Bank Depository contracts, provided that each institution has been first duly

authorized by Commissioners' Court, with each officials name or title recorded in the Court's minutes

1 Depository Bank(s)
2 Securities and Investment Firms
3 Bank Dealers
4 An investment management firm registered under the Investment Advisers Act of 1940 (15 U S C section 80b-1 et seq) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance or resolution

The Investment Officer shall maintain a listing of financial institutions which are approved by Commissioners' Court for investment purposes. Banks shall provide their most recent Consolidated Report of Condition at the request of the County At a minimum, the County shall conduct an annual evaluation of each bank's creditworthiness to determine whether it should be on the "Approved Broker/Dealer and Bank" list.

Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers, unless a comprehensive credit and capitalization analysis reveals the firm is adequately financed to conduct public business.

A written copy of this Investment Policy shall be presented to any person offering to engage in an investment transaction with the County or to an investment management firm under contract with the County to invest or manage the County's investment portfolio For purposes of this subsection, a business organization includes investment pools and an investment management firm under contract with an investing entity to invest or manage the County's investment portfolio Nothing in this subsection relieves the County of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy The qualified representative of the business organization offering to engage in an investment transaction with the County shall execute a written instrument in a form acceptable to the County and the business organization substantially to the effect that the business organization has

(1) received and reviewed the Investment Policy of the County, and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the County and the organization that are not authorized by the County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of

the County's entire portfolio or requires an interpretation of subjective investment standards.

This Article VI does not prohibit the County or the Investment Officer from using County employees or the services of a contractor to aid the Investment Officer in the execution of his duties under the Public Funds Investment Act

VII. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The investment of any Galveston County funds shall be collateralized consistent with Federal and State statutes and regulations. Collateralized securities such as repurchase agreements shall be purchased using the delivery vs. payment procedure.

Certificates of Deposit must be guaranteed or insured as set forth in Article V. Collateral securities shall have a market value of not less than the principal amount of the certificates and will not consist of derivative investment instruments.

VIII. SAFEKEEPING AND CUSTODY

The investment of all County funds shall be secured by written safekeeping documents which shall be held by a disinterested third party national bank, or the Federal Reserve, in the County's name The safekeeping agent shall issue a safekeeping receipt to the County listing the specific instrument, par amount, maturity date, CUSIP number, transaction date, safekeeping receipt number, and other pertinent information required by the County The custodian shall process all County security transactions on a "delivery vs payment" basis By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

IX. SELECTION AND COMPLIANCE OF BROKER/DEALERS AND OTHER QUALIFIED REPRESENTATIVES

Broker/Dealer and other Qualified Representatives Questionnaire and Certification Requirements

Before engaging in investment transactions with a broker/dealer not on the approved broker/dealer list, the Broker/Dealer must obtain a copy of the following forms from the Investment Officer

1 Broker/Dealer Certification (Exhibit 2)

2 Broker/Dealer Questionnaire (Exhibit 3)

5 Delivery Instructions

6. Anti-Collusion Statement (Exhibit 4)

3 This Investment Policy Manual

4 Public Funds Investment Act

7 Capital Adequacy Guideline/Focus Statement (Exhibit 5)

The Broker/Dealer Questionnaire, Anti-Collusion Statement, Broker/Dealer Certification forms, financial statements, NASD Certification Proof, Texas State Securities Registration proof and proof of professional liability insurance policies must be completed by prospective security Broker/Dealers and given to the Investment Committee to enable the Investment Committee to have information needed to evaluate a firm's capabilities and potential risks The certification form must include a certification that the Broker/Dealer has personally received, reviewed, and understands the County's investments policies and has implemented reasonable investment transaction procedures and controls to facilitate compliance therewith In addition, the County and the Broker/Dealer will, at all times, strive to preclude imprudent investment activities arising out of transactions conducted between the firm and the County. In order to accomplish this, the County also requires that all brokerage firms submit the most current U4 on each broker who will be servicing the County's accounts outlining any disciplinary history taken against the broker The Broker/Dealer must also submit references by other public fund investment officers and provide evidence of capital adequacy along with a statement, in the form prescribed in Exhibit 5, that the firm voluntarily complies with the Federal Reserve's Capital Adequacy Guidelines (CAG)

Qualifications for Approval as Broker/Dealer

Once prospective and currently authorized Broker/Dealers have completed the questionnaire and returned other required information, the Investment Committee shall perform an evaluation of responses and, if necessary, make recommendations to the Commissioners' Court to incorporate or delete Broker/Dealers from the approved Broker/Dealers list The Investment Committee shall recommend for approval, Broker/Dealers which demonstrate possession of the following criteria

1 Institutional Investment Experience

2 Good References from public fund investment officers

3 Adequate capitalization per the Capital Adequacy Guidelines for Government Securities Dealers published by the New York Federal Reserve Bank

4 An understanding of the County's Investment Policies and Procedures

5 Membership in good standing in the National Association of Securities Dealers, Inc , and

6 Valid licensure from the State of Texas

7 A U4 reflecting high standards in business dealings with both public and private entities

8. Return all required documents, signed, and in the exact form as they were provided by Galveston County.

For Brokers/Dealers of government securities, the Investment Committee shall recommend only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that the firm is adequately financed to conduct public business The Investment Committee will not recommend a securities dealer with whom or through whom public entities have paid excessive prices

Although having an office in Texas is not a required criteria, the County prefers working with Broker/Dealers with offices located in Texas.

Approval of Broker/Dealer

The Commissioners' Court at least annually will approve Broker/Dealers recommended by the Investment Committee. The County may only purchase securities from authorized and qualified Broker/Dealers. Designation as a Broker/Dealer does not ensure that purchases of securities will be made by the County through such Broker/Dealer The Investment Officer will at all times maintain a current list of authorized, qualified and approved Brokers/Dealers The list will contain the date each such Brokers/Dealers was approved by the Commissioners' Court.

Due to the fluid nature of brokerage personnel within this industry, the County feels that it should preserve its relationship with the Dealer. In order to continue to do business with the County, the firm need not wait for yearly reapproval, but may resubmit paperwork covering a new broker servicing the account. This will be presented to the Investment Committee for re-approval. Brokers leaving a dealer for another firm must wait until the next approval period in order to submit an application as a Broker/Dealer for Galveston County

Annual Review of Approved Broker/Dealers

New applicants and currently utilized Broker/Dealers must comply with the County's requirements of Broker/Dealers and submit Questionnaires, Certifications, and References to the Investment Officer(s) or their designees by 5 00 P M on the last business day in July, unless an extension is provided to all applicants, equally, by the Investment Committee

The Investment Committee shall review, revise, reevaluate and adopt a list of Broker/Dealers that are authorized to engage in investment transactions with the County This list shall be approved by Commissioners' Court annually during the second quarter of each fiscal year based on the following criteria

1. Performance since the last review based on participation in competitive bids/offers documented on bid/offer sheets

2 Activity level based on proposals presented since the last review, and

3 All qualification criteria considered initially in the selection of Broker/Dealers

Removal from Approved List

The Investment Committee may recommend at any time that a Broker/Dealer be removed by the Commissioners' Court from the approved list for any of the following reasons

1 Placing County funds at risk

2 Inactivity of the Broker/Dealer institution

3 Failure to maintain one or more of the criteria initially required in the Broker/Dealer selection process

4 Offering to sell investments not in compliance with this Investment Policy

5 Consistently causing an administrative burden by inaccurate documentation or untimely verifications of trade

6 Consistently offering securities at non-competitive yield

7 The approved qualified representative of the broker/dealer has,

a) been disciplined by a self-regulatory organization (NASD or NYSE)
b) settled with a customer for claims over $15,000
c) been subjected to fines by their firm of over $2,500
d) been held in violation of any securities act
e) been convicted of a criminal offense

8 For any other reason designated by the Investment Committee

X. ARBITRAGE

The County will comply with all federal arbitrage regulations and bond covenants

For compliance purposes, bond sale proceeds, investment proceeds, transferred proceeds, replacement proceeds, reserve and debt service funds may require diversification strategies by investment type, yield, and maturity

Within the pooled bond funds and debt service funds portfolios, the proceeds of a single bond issue may be segregated and invested in a single eligible investment or group of eligible investments designed to facilitate arbitrage restrictions, arbitrage recordkeeping and calculation. Bond Funds, Debt Service Funds and related funds are to be kept separate from the general funds of the County until they are expended. The Investment Officer is charged with earning the highest possible yield on all bond funds without sacrificing this Investment Policy's emphasis upon Safety, Liquidity and Diversification

The rules for the arbitrage rebate requirements stipulate that earnings from the investment of a tax-exempt issue, in excess of that earned at the yield on the issue (arbitrage), are paid (rebated) to the federal government Investment of issue proceeds above the issue yield is allowable only during initial "temporary periods" as time periods specified by the rules Issue proceeds may be invested without regard to yield only during this initial temporary period if certain tests are met During the temporary period the Investment Officer will obtain the highest yield possible. The arbitrage yield restriction rules further require that after the expiration of an issue's temporary period investment of any remaining proceeds cannot exceed the yield on the issue Following the temporary period, the Investment Officer must "yield restrict" remaining proceeds or else take corrective measures, one of which is to make a "yield reduction payment" to the federal government

Investment of tax exempt proceeds, within the constraints of the arbitrage rebate and arbitrage yield restriction temporary period framework discussed above, requires that unexpended proceeds be invested at "fair market value" (FMV). The arbitrage regulations contain a number of safe harbor tests for establishing fair market value for certain types of investments

The Investment Officer is responsible for investing bond proceeds and other related funds to ensure compliance with federal arbitrage regulations. These funds also include "escrow funds" containing proceeds of a refunding issue established for the purpose of paying principal and interest on a prior or refunded issue Earnings on the proceeds of a refunding issue are also subject to yield restriction at the refunding issue yield The Investment Officer will monitor these funds to ensure that the reinvestment of maturing securities actually takes place, that the targeted securities are available at the time of need, and that yield restriction is not violated.

XI. PORTFOLIO MONITORING, EVALUATION, AND COMPLIANCE

The Investment Officer will routinely monitor the contents of the portfolios, the available markets and the relative values of competing instruments, and will adjust the portfolios accordingly Market Value shall be established from a reputable and independent source readily available to the Investment Officer Alternatively, fair market value may be established from the firm which originally sold the security to the County.

As set forth in §2256 023 of the Government Code Investment Reports will be submitted to the Commissioners' Court quarterly The reports will contain sufficient information to permit evaluation of the investment program These reports will also address compliance with this Investment Policy

XII. INVESTMENT ACCOUNTING

The accounting for investments shall be in conformity with Generally Accepted Accounting Principles (GAAP) The primary source of GAAP for counties is the Governmental Accounting Standards Board (GASB) The Financial Accounting Standards Board (FASB) is secondary, and other sources are acknowledged by the Statement on Auditing Standards No. 69 of the AICPA which is lower in the GAAP hierarchy

Pursuant to V.T C A , Local Government Code §112 006, the County Auditor shall keep a set of investment accounting subsidiary records which fully support all investment transactions performed by the Investment Officer. The Investment Officer shall also maintain detailed investment accounting records

Pursuant to V.T C A., Local Government Code §112.002, the County Auditor shall prescribe the system of accounting for investments consistent with GAAP

XIII. AUDITS

Annual Independent Compliance Audit

Concurrent with the County's annual independent financial audit, a compliance audit of investments shall be performed to test management controls and adherence to this Investment Policy

Internal Audit

Pursuant to V T C A., Local Government Code §115 003, the County Auditor shall fully examine the condition of, or shall inspect and count, the cash held by the County Treasurer or held

in a bank in which the County Treasurer has placed the cash for safekeeping. The County Auditor shall make sure that all balances to the credit of the various funds are actually on hand in cash and that none of the funds are invested in any manner except as authorized by law

XIV. INVESTMENT POLICY REVIEW AND AMENDMENT PROCEDURES

Review Procedures

The Investment Committee shall review this Investment Policy and its exhibits at least annually and recommend revisions due to legislative actions and changing market conditions to the Commissioners' Court for its written approval.

Changes to Investment Policy

Revisions to this Investment Policy must be approved by the Commissioners' Court before they become effective.

XV. GENERAL CONSTRUCTIVE AND INTERPRETIVE PROVISIONS

General Provisions

This policy shall be construed to give all of the authorization intended for the investment of all portfolios

The Commissioners' Court shall resolve any questions about interpretation of any portion of this policy

If there is any conflict between this policy and the state constitution or any state or federal law or any rule adopted in accordance therewith, this policy prevails to the greatest extent possible without violating such constitution, federal or state law or rule

Words and phrases that have acquired a technical or particular meaning whether by definition in this policy or otherwise, are construed according to the acquired meaning.

Throughout this policy, headings for sections, subsections and portions of the text are inserted for convenience only These headings are not to be construed to expand or limit the interpretation of the text that follows the heading

When a period is stated in days, the days are construed as calendar days unless otherwise stated If the last day of any period is a Saturday, Sunday or County holiday, their period is extended to include the next day that is not a Saturday, Sunday or County holiday

Effective Date

The Galveston County Investment Policy is effective upon adoption by the Commissioners' Court.

Master Repurchase Agreement

Dated as of _____

Between: _____

and _____

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

EXHIBIT 1

(c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction,

(e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;

(f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

(g) "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;

(h) "Margin Excess", the meaning specified in Paragraph 4(b) hereof;

(i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

(j) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

(k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

(l) "Pricing Rate", the per annum percentage rate for determination of the Price Differential,

(m) "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

(n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer,

(o) "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise,

such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

(p) "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

(q) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

(r) "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

(s) "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(t) "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction

3. Initiation; Confirmation; Termination

(a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

(b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation") The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof In the event of any conflict between the terms of such Confirmation and this Agreement this Agreement shall prevail

(c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer

4. Margin Maintenance

(a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

(b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer)

(c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

(d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

(e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions)

(f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement)

5. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transfer-

ring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. §403.4(e) if Seller is a government securities broker or dealer other than a financial institution

** Language to be used under 17 C.F.R. §403.5(d) if Seller is a financial institution

9. Substitution

(a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

(b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereun-

der will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

(a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled) The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

(c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

(d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

(i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

(ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

(e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

(f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph

(g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction

(h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate

(i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement

Buyer and Seller acknowledge that, and have entered hereunto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination

(a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns This

Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding

(b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof

16. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets

(a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

(c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent

(a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such defi-

nition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable)

(b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA)

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

(b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable

[Name of Party]	[Name of Party]
By: _____	By: _____
Title _____	Title _____
Date _____	Date _____

Annex I

Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, 19_____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

1. Other Applicable Annexes. In addition to this Annex I and Annex II, the following Annexes and any Schedules thereto shall form a part of this Agreement and shall be applicable thereunder:

   [Annex III (International Transactions)]

   [Annex IV (Party Acting as Agent)]

   [Annex V (Margin for Forward Transactions)]

   [Annex VI (Buy/Sell Back Transactions)]

   [Annex VII (Transactions Involving Registered Investment Companies)]

Annex II

Names and Addresses for Communications Between Parties

Annex III

International Transactions

This Annex III (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____ 19____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex III shall have the meanings ascribed to them in the Agreement

1. **Definitions.** For purposes of the Agreement and this Annex III:
(a) The following terms shall have the following meanings:

"Base Currency", United States dollars or such other currency as Buyer and Seller may agree in the Confirmation with respect to any International Transaction or otherwise in writing;

"Business Day" or "business day".

(i) in relation to any International Transaction which (A) involves an International Security and (B) is to be settled through CEDEL or Euroclear, a day on which CEDEL or, as the case may be, Euroclear is open to settle business in the currency in which the Purchase Price and the Repurchase Price are denominated,

(ii) in relation to any International Transaction which (A) involves an International Security and (B) is to be settled through a settlement system other than CEDEL or Euroclear, a day on which that settlement system is open to settle such International Transaction;

(iii) in relation to any International Transaction which involves a delivery of Securities not falling within (i) or (ii) above, a day on which banks are open for business in the place where delivery of the relevant Securities is to be effected; and

(iv) in relation to any International Transaction which involves an obligation to make a payment not falling within (i) or (ii) above, a day other than a Saturday or Sunday on which banks are open for business in the principal financial center of the country of which the currency in which the payment is denominated is the official currency and, if different, in the place where any account designated by the parties for the making or receipt of the payment is situated (or, in the case of ECU, a day on which ECU clearing operates);

"CEDEL", CEDEL Bank, société anonyme;

"Contractual Currency", the currency in which the International Securities subject to any International Transaction are denominated or such other currency as may be specified in the Confirmation with respect to any International Transaction,

"Euroclear", Morgan Guaranty Trust Company of New York, Brussels Branch, as operator of the Euroclear System;

"International Security", any Security that (i) is denominated in a currency other than United States dollars or (ii) is capable of being cleared through a clearing facility outside

the United States or (iii) is issued by an issuer organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof),

"International Transaction", any Transaction involving (i) an International Security or (ii) a party organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof) or having its principal place of business outside the United States or (iii) a branch or office outside the United States designated in Annex I by a party organized under the laws of the United States (or any political subdivision thereof) as an office through which that party may act;

"LIBOR", in relation to any sum in any currency, the offered rate for deposits for such sum in such currency for a period of three months which appears on the Reuters Screen LIBO page as of 11:00 A.M., London time, on the date on which it is to be determined (or, if more than one such rate appears, the arithmetic mean of such rates);

"Spot Rate", where an amount in one currency is to be converted into a second currency on any date, the spot rate of exchange of a comparable amount quoted by a major money-center bank in the New York interbank market, as agreed by Buyer and Seller, for the sale by such bank of such second currency against a purchase by it of such first currency

(b) Notwithstanding Paragraph 2 of the Agreement, the term "Prime Rate" shall mean, with respect to any International Transaction, LIBOR plus a spread, as may be specified in the Confirmation with respect to any International Transaction or otherwise in writing.

2. **Manner of Transfer.** All transfers of International Securities (i) shall be in suitable form for transfer and accompanied by duly executed instruments of transfer or assignment in blank (where required for transfer) and such other documentation as the transferee may reasonably request, or (ii) shall be transferred through the book-entry system of Euroclear or CEDEL, or (iii) shall be transferred through any other agreed securities clearing system or (iv) shall be transferred by any other method mutually acceptable to Seller and Buyer.

3. **Contractual Currency.**

(a) Unless otherwise mutually agreed, all funds transferred in respect of the Purchase Price or the Repurchase Price in any International Transaction shall be in the Contractual Currency.

(b) Notwithstanding subparagraph (a) of this Paragraph 3, the payee of any payment may, at its option, accept tender thereof in any other currency; provided, however, that, to the extent permitted by applicable law, the obligation of the payor to make such payment will be discharged only to the extent of the amount of the Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange) for delivery within the customary delivery period for spot transactions in respect of the relevant currency.

(c) If for any reason the amount in the Contractual Currency so received, including amounts received after conversion of any recovery under any judgment or order expressed in a currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due in respect of the Agreement, the party required to make the payment shall (unless an Event of Default has occurred and such party is the nondefaulting party) as a sepa-

rate and independent obligation (which shall not merge with any judgment or any payment or any partial payment or enforcement of payment) and to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall

(d) If for any reason the amount of the Contractual Currency received by one party hereto exceeds the amount in the Contractual Currency due such party in respect of the Agreement, then (unless an Event of Default has occurred and such party is the nondefaulting party) the party receiving the payment shall refund promptly the amount of such excess.

4. **Notices.** Any and all notices, statements, demands or other communications with respect to International Transactions shall be given in accordance with Paragraph 13 of the Agreement and shall be in the English language

5. **Taxes.**

(a) Transfer taxes, stamp taxes and all similar costs with respect to the transfer of Securities shall be paid by Seller.

(b) (i) Unless otherwise agreed, all money payable by one party (the "Payor") to the other (the "Payee") in respect of any International Transaction shall be paid free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax (a "Tax"), unless the withholding or deduction of such Tax is required by law. In that event, unless otherwise agreed, Payor shall pay such additional amounts as will result in the net amounts receivable by Payee (after taking account of such withholding or deduction) being equal to such amounts as would have been received by Payee had no such Tax been required to be withheld or deducted; provided that for purposes of Paragraphs 5 and 6 the term "Tax" shall not include any Tax that would not have been imposed but for the existence of any present or former connection between Payee and the jurisdiction imposing such Tax other than the mere receipt of payment from Payor or the performance of Payee's obligations under an International Transaction. The parties acknowledge and agree, for the avoidance of doubt, that the amount of Income required to be transferred, credited or applied by Buyer for the benefit of Seller under Paragraph 5 of the Agreement shall be determined without taking into account any Tax required to be withheld or deducted from such Income, unless otherwise agreed.

(ii) In the case of any Tax required to be withheld or deducted from any money payable to a party hereto acting as Payee by the other party hereto acting as Payor, Payee agrees to deliver to Payor (or, if applicable, to the authority imposing the Tax) any certificate or document reasonably requested by Payor that would entitle Payee to an exemption from, or reduction in the rate of, withholding or deduction of Tax from money payable by Payor to Payee.

(iii) Each party hereto agrees to notify the other party of any circumstance known or reasonably known to it (other than a Change of Tax Law, as defined in Paragraph 6 hereof) that causes a certificate or document provided by it pursuant to subparagraph (b)(ii) of this Paragraph to fail to be true

(iv) Notwithstanding subparagraph (b)(i) of this Paragraph, no additional amounts shall be payable by Payor to Payee in respect of an International Transaction to the extent that such additional amounts are payable as a result of a failure by Payee to comply with its obligations under subparagraph (b)(ii) or (b)(iii) of this Paragraph with respect to such International Transaction

6. Tax Event.

(a) This Paragraph 6 shall apply if either party notifies the other, with respect to a Tax required to be collected by withholding or deduction, that —

(i) any action taken by a taxing authority or brought in a court of competent jurisdiction after the date an International Transaction is entered into, regardless of whether such action is taken or brought with respect to a party to the Agreement; or

(ii) a change in the fiscal or regulatory regime after the date an International Transaction is entered into,

(each, a "Change of Tax Law") has or will, in the notifying party's reasonable opinion, have a material adverse effect on such party in the context of an International Transaction

(b) If so requested by the other party, the notifying party will furnish the other party with an opinion of a suitably qualified adviser that an event referred to in subparagraph (a)(i) or (a)(ii) of this Paragraph 6 has occurred and affects the notifying party.

(c) Where this Paragraph 6 applies, the party giving the notice referred to in subparagraph (a) above may, subject to subparagraph (d) below, terminate the International Transaction effective from a date specified in the notice, not being earlier (unless so agreed by the other party) than 30 days after the date of such notice, by nominating such date as the Repurchase Date.

(d) If the party receiving the notice referred to in subparagraph (a) of this Paragraph 6 so elects, it may override such notice by giving a counter-notice to the other party. If a counter-notice is given, the party which gives such counter-notice will be deemed to have agreed to indemnify the other party against the adverse effect referred to in subparagraph (a) of this Paragraph 6 so far as it relates to the relevant International Transaction and the original Repurchase Date will continue to apply.

(e) Where an International Transaction is terminated as described in this Paragraph 6, the party which has given the notice to terminate shall indemnify the other party against any reasonable legal and other professional expenses incurred by the other party by reason of the termination, but the other party may not claim any sum constituting consequential loss or damage in respect of a termination in accordance with this Paragraph 6

(f) This Paragraph 6 is without prejudice to Paragraph 5 of this Annex III; but an obligation to pay additional amounts pursuant to Paragraph 5 of this Annex III may, where appropriate, be a circumstance which causes this Paragraph 6 to apply.

7. **Margin.** In the calculation of "Margin Deficit" and "Margin Excess" pursuant to Paragraph 4 of the Agreement, all sums not denominated in the Base Currency shall be deemed to be converted into the Base Currency at the Spot Rate on the date of such calculation

8. Events of Default.

(a) In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if either party fails, after one business day's notice, to perform any covenant or obligation required to be performed by it under this Annex III, including, without limitation, the payment of taxes or additional amounts as required by Paragraph 5 of this Annex III

(b) In addition to the other rights of a nondefaulting party under Paragraph 11 of the Agreement, following an Event of Default, the nondefaulting party may, at any time at its option, effect the conversion of any currency into a different currency of its choice at the Spot Rate on the date of the exercise of such option and offset obligations of the defaulting party denominated in different currencies against each other

Schedule III.A

International Transactions Relating to [Relevant Country]

This Schedule III.A forms a part of Annex III to the Master Repurchase Agreement dated as of _____, 19____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Schedule III.A shall have the meanings ascribed to them in Annex III.

[Insert provisions applicable to relevant country.]

Annex IV
Party Acting as Agent

This Annex IV forms a part of the Master Repurchase Agreement dated as of _____, 19____ (the "Agreement") between _____ and _____. This Annex IV sets forth the terms and conditions governing all transactions in which a party selling securities or buying securities, as the case may be ("Agent"), in a Transaction is acting as agent for one or more third parties (each, a "Principal") Capitalized terms used but not defined in this Annex IV shall have the meanings ascribed to them in the Agreement.

1. **Additional Representations.** In addition to the representations set forth in Paragraph 10 of the Agreement, Agent hereby makes the following representations, which shall continue during the term of any Transaction: Principal has duly authorized Agent to execute and deliver the Agreement on its behalf, has the power to so authorize Agent and to enter into the Transactions contemplated by the Agreement and to perform the obligations of Seller or Buyer, as the case may be, under such Transactions, and has taken all necessary action to authorize such execution and delivery by Agent and such performance by it.

2. **Identification of Principals.** Agent agrees (a) to provide the other party, prior to the date on which the parties agree to enter into any Transaction under the Agreement, with a written list of Principals for which it intends to act as Agent (which list may be amended in writing from time to time with the consent of the other party), and (b) to provide the other party, before the close of business on the next business day after orally agreeing to enter into a Transaction, with notice of the specific Principal or Principals for whom it is acting in connection with such Transaction. If (i) Agent fails to identify such Principal or Principals prior to the close of business on such next business day or (ii) the other party shall determine in its sole discretion that any Principal or Principals identified by Agent are not acceptable to it, the other party may reject and rescind any Transaction with such Principal or Principals, return to Agent any Purchased Securities or portion of the Purchase Price, as the case may be, previously transferred to the other party and refuse any further performance under such Transaction, and Agent shall immediately return to the other party any portion of the Purchase Price or Purchased Securities, as the case may be, previously transferred to Agent in connection with such Transaction; provided, however, that (A) the other party shall promptly (and in any event within one business day) notify Agent of its determination to reject and rescind such Transaction and (B) to the extent that any performance was rendered by any party under any Transaction rejected by the other party, such party shall remain entitled to any Price Differential or other amounts that would have been payable to it with respect to such performance if such Transaction had not been rejected The other party acknowledges that Agent shall not have any obligation to provide it with confidential information regarding the financial status of its Principals; Agent agrees, however, that it will assist the other party in obtaining from Agent's Principals such information regarding the financial status of such Principals as the other party may reasonably request.

3. **Limitation of Agent's Liability.** The parties expressly acknowledge that if the representations of Agent under the Agreement, including this Annex IV, are true and correct in all material respects during the term of any Transaction and Agent otherwise complies with the provisions of this Annex IV, then (a) Agent's obligations under the Agreement shall not include a guarantee of performance by its Principal or Principals and (b) the other party's remedies shall not include a right of setoff in respect of rights or obligations, if any, of Agent arising in other transactions in which Agent is acting as principal.

4. **Multiple Principals.**

   (a) In the event that Agent proposes to act for more than one Principal hereunder, Agent and the other party shall elect whether (i) to treat Transactions under the Agreement as transactions entered into on behalf of separate Principals or (ii) to aggregate such Transactions as if they were transactions by a single Principal. Failure to make such an election in writing shall be deemed an election to treat Transactions under the Agreement as transactions on behalf of separate Principals.

   (b) In the event that Agent and the other party elect (or are deemed to elect) to treat Transactions under the Agreement as transactions on behalf of separate Principals, the parties agree that (i) Agent will provide the other party, together with the notice described in Paragraph 2(b) of this Annex IV, notice specifying the portion of each Transaction allocable to the account of each of the Principals for which it is acting (to the extent that any such Transaction is allocable to the account of more than one Principal); (ii) the portion of any individual Transaction allocable to each Principal shall be deemed a separate Transaction under the Agreement, (iii) the margin maintenance obligations of Buyer and Seller under Paragraph 4 of the Agreement shall be determined on a Transaction-by-Transaction basis (unless the parties agree to determine such obligations on a Principal-by-Principal basis); and (iv) Buyer's and Seller's remedies under the Agreement upon the occurrence of an Event of Default shall be determined as if Agent had entered into a separate Agreement with the other party on behalf of each of its Principals

   (c) In the event that Agent and the other party elect to treat Transactions under the Agreement as if they were transactions by a single Principal, the parties agree that (i) Agent's notice under Paragraph 2(b) of this Annex IV need only identify the names of its Principals but not the portion of each Transaction allocable to each Principal's account; (ii) the margin maintenance obligations of Buyer and Seller under Paragraph 4 of the Agreement shall, subject to any greater requirement imposed by applicable law, be determined on an aggregate basis for all Transactions entered into by Agent on behalf of any Principal, and (iii) Buyer's and Seller's remedies upon the occurrence of an Event of Default shall be determined as if all Principals were a single Seller or Buyer, as the case may be

   (d) Notwithstanding any other provision of the Agreement (including, without limitation, this Annex IV), the parties agree that any Transactions by Agent on behalf of an employee benefit plan under ERISA shall be treated as Transactions on behalf of separate Principals in accordance with Paragraph 4(b) of this Annex IV (and all margin maintenance obligations of the parties shall be determined on a Transaction-by-Transaction basis)

5. **Interpretation of Terms.** All references to "Seller" or "Buyer", as the case may be, in the Agreement shall, subject to the provisions of this Annex IV (including, among other provisions, the limitations on Agent's liability in Paragraph 3 of this Annex IV), be construed to reflect that (i) each Principal shall have, in connection with any Transaction or Transactions entered into by Agent on its behalf, the rights, responsibilities, privileges and obligations of a "Seller" or "Buyer", as the case may be, directly entering into such Transaction or Transactions with the other party under the Agreement, and (ii) Agent's Principal or Principals have designated Agent as their sole agent for performance of Seller's obligations to Buyer or Buyer's obligations to Seller, as the case may be, and for receipt of performance by Buyer of its obligations to Seller or Seller of its obligations to Buyer, as the case may be, in connection with any Transaction or Transactions under the Agreement (including, among other things, as Agent for each Principal in connection with transfers of Securities, cash or other property and as agent for giving and receiving all notices under the Agreement). Both Agent and its Principal or Principals shall be deemed "parties" to the Agreement and all references to a "party" or "either party" in the Agreement shall be deemed revised accordingly (and any Act of Insolvency with respect to Agent or any other Event of Default by Agent under Paragraph 11 of the Agreement shall be deemed an Event of Default by Seller or Buyer, as the case may be).

Annex V
Margin for Forward Transactions

This Annex V forms a part of the Master Repurchase Agreement dated as of _____ , 19____ (the "Agreement") between _____ and _____ Capitalized terms used but not defined in this Annex V shall have the meanings ascribed to them in the Agreement

1. **Definitions.** For purposes of the Agreement and this Annex V, the following terms shall have the following meanings:

   "Forward Exposure", the amount of loss a party would incur upon canceling a Forward Transaction and entering into a replacement transaction, determined in accordance with market practice or as otherwise agreed by the parties;

   "Forward Transaction", any Transaction agreed to by the parties as to which the Purchase Date has not yet occurred,

   "Net Forward Exposure", the aggregate amount of a party's Forward Exposure to the other party under all Forward Transactions hereunder reduced by the aggregate amount of any Forward Exposure of the other party to such party under all Forward Transactions hereunder;

   "Net Unsecured Forward Exposure", a party's Net Forward Exposure reduced by the Market Value of any Forward Collateral transferred to such party (and not returned) pursuant to Paragraph 2 of this Annex V

2. **Margin Maintenance.**
   (a) If at any time a party (the "In-the-Money Party") shall have a Net Unsecured Forward Exposure to the other party (the "Out-of-the-Money Party") under one or more Forward Transactions, the In-the-Money Party may by notice to the Out-of-the-Money Party require the Out-of-the-Money Party to transfer to the In-the-Money Party Securities or cash reasonably acceptable to the In-the-Money-Party (together with any Income thereon and proceeds thereof, "Forward Collateral") having a Market Value sufficient to eliminate such Net Unsecured Forward Exposure. The Out-of-the-Money Party may by notice to the In-the-Money Party require the In-the-Money Party to transfer to the Out-of-the-Money Party Forward Collateral having a Market Value that exceeds the In-the-Money Party's Net Forward Exposure ("Excess Forward Collateral Amount") The rights of the parties under this subparagraph shall be in addition to their rights under subparagraphs (a) and (b) of Paragraph 4 and any other provisions of the Agreement.

   (b) The parties may agree, with respect to any or all Forward Transactions hereunder, that the respective rights of the parties under subparagraph (a) of this Paragraph may be exercised only where a Net Unsecured Forward Exposure or Excess Forward Collateral Amount, as the case may be, exceeds a specified dollar amount or other specified threshold for such Forward Transactions (which amount or threshold shall be agreed to by the parties prior to entering into any such Forward Transactions).

(c) The parties may agree, with respect to any or all Forward Transactions hereunder, that the respective rights of the parties under subparagraph (a) of this Paragraph to require the elimination of a Net Unsecured Forward Exposure or Excess Forward Collateral Amount, as the case may be, may be exercised whenever such a Net Unsecured Forward Exposure or Excess Forward Collateral Amount exists with respect to any single Forward Transaction hereunder (calculated without regard to any other Forward Transaction outstanding hereunder).

(d) The parties may agree, with respect to any or all Forward Transactions hereunder, that (i) one party shall transfer to the other party Forward Collateral having a Market Value equal to a specified dollar amount or other specified threshold no later than the Margin Notice Deadline on the day such Forward Transaction is entered into by the parties or (ii) one party shall not be required to make any transfer otherwise required to be made under this Paragraph if, after giving effect to such transfer, the Market Value of the Forward Collateral held by such party would be less than a specified dollar amount or other specified threshold (which amount or threshold shall be agreed to by the parties prior to entering into any such Forward Transactions)

(e) If any notice is given by a party to the other under subparagraph (a) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer Forward Collateral as provided in such subparagraph no later than the close of business in the relevant market on such business day If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such Forward Collateral no later than the close of business in the relevant market on the next business day.

(f) Upon the occurrence of the Purchase Date for any Forward Transaction and the performance by the parties of their respective obligations to transfer cash and Securities on such date, any Forward Collateral in respect of such Forward Transaction, together with any Income thereon and proceeds thereof, shall be transferred by the party holding such Forward Collateral to the other party; provided, however, that neither party shall be required to transfer such Forward Collateral to the other if such transfer would result in the creation of a Net Unsecured Forward Exposure of the transferor.

(g) The Pledgor (as defined below) of Forward Collateral may, subject to agreement with and acceptance by the Pledgee (as defined below) thereof, substitute other Securities reasonably acceptable to the Pledgee for any Securities Forward Collateral. Such substitution shall be made by transfer to the Pledgee of such other Securities and transfer to the Pledgor of such Securities Forward Collateral. After substitution, the substituted Securities shall constitute Forward Collateral

3. Security Interest.

(a) In addition to the rights granted to the parties under Paragraph 6 of the Agreement, each party ("Pledgor") hereby pledges to the other party ("Pledgee") as security for the performance of its obligations hereunder, and grants Pledgee a security interest in and right of setoff against, any Forward Collateral and any other cash, Securities or property, and all proceeds of any of the foregoing, transferred by or on behalf of Pledgor to Pledgee or due from Pledgee to Pledgor in connection with the Agreement and the Forward Transactions hereunder

(b) Unless otherwise agreed by the parties, a party to whom Forward Collateral has been transferred shall have the right to engage in repurchase transactions with Forward Collateral or oth-

erwise sell, transfer, pledge or hypothecate Forward Collateral, including in respect of loans or other extensions of credit to such party that may be in amounts greater than the Forward Collateral such party is entitled to as security for obligations hereunder, and that may extend for periods of time longer than the periods during which such party is entitled to Forward Collateral as security for obligations hereunder; provided, however, that no such transaction shall relieve such party of its obligations to transfer Forward Collateral pursuant to Paragraph 2 or 4 of this Annex V or Paragraph 11 of the Agreement.

4. Events of Default.

(a) In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if either party fails, after one business day's notice, to perform any covenant or obligation required to be performed by it under Paragraph 2 or any other provision of this Annex.

(b) In addition to the other rights of a nondefaulting party under Paragraphs 11 and 12 of the Agreement, if the nondefaulting party exercised or is deemed to have exercised the option referred to in Paragraph 11(a) of the Agreement:

(i) The nondefaulting party, without prior notice to the defaulting party, may (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Forward Collateral subject to any or all Forward Transactions hereunder and apply the proceeds thereof to any amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Forward Collateral, to give the defaulting party credit for such Forward Collateral in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against any amounts owing by the defaulting party hereunder.

(ii) Any Forward Collateral held by the defaulting party, together with any income thereon and proceeds thereof, shall be immediately transferred by the defaulting party to the nondefaulting party. The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), and without prior notice to the defaulting party, (i) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Securities Forward Collateral that is not delivered by the defaulting party to the nondefaulting party as required hereunder or (ii) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source, whereupon the defaulting party shall be liable for the price of such Replacement Securities together with the amount of any cash Forward Collateral not delivered by the defaulting party to the nondefaulting party as required hereunder

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Forward Collateral subject to any Forward Transaction hereunder are instruments traded in a recognized market (2) in the absence of a generally recognized source for prices or bid quotations for any

Forward Collateral, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices and bids shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Forward Collateral).

5. No Waivers, Etc. Without limitation of the provisions of Paragraph 17 of the Agreement, the failure to give a notice pursuant to subparagraph (a), (b), (c) or (d) of Paragraph 2 of this Annex V will not constitute a waiver of any right to do so at a later date.

Annex VI

Buy/Sell Back Transactions

This Annex VI forms a part of the Master Repurchase Agreement dated as of _____, 19____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex VI shall have the meanings ascribed to them in the Agreement.

1. In the event of any conflict between the terms of this Annex VI and any other term of the Agreement, the terms of this Annex VI shall prevail.

2. Each Transaction shall be identified at the time it is entered into and in the relevant Confirmation as either a Repurchase Transaction or a Buy/Sell Back Transaction.

3. In the case of a Buy/Sell Back Transaction, the Confirmation delivered in accordance with Paragraph 3 of the Agreement may consist of a single document in respect of both of the transfers of funds against Securities which together form the Buy/Sell Back Transaction or separate Confirmations may be delivered in respect of each such transfer.

4. Definitions. The following definitions shall apply to Buy/Sell Back Transactions:
   (a) "Accrued Interest", with respect to any Purchased Securities subject to a Buy/Sell Back Transaction, unpaid Income that has accrued during the period from (and including) the issue date or the last Income payment date (whichever is later) in respect of such Purchased Securities to (but excluding) the date of calculation. For these purposes unpaid Income shall be deemed to accrue on a daily basis from (and including) the issue date or the last Income payment date (as the case may be) to (but excluding) the next Income payment date or the maturity date (whichever is earlier);

   (b) "Sell Back Differential", with respect to any Buy/Sell Back Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Buy/Sell Back Transaction to the Purchase Price for such Buy/Sell Back Transaction on a 360 day per year basis (unless otherwise agreed by the parties for the Transaction) for the actual number of days during the period commencing on (and including) the Purchase Date for such Buy/Sell Back Transaction and ending on (but excluding) the date of determination,

   (c) "Sell Back Price", with respect to any Buy/Sell Back Transaction

      (i) in relation to the date originally specified by the parties as the Repurchase Date pursuant to Paragraph 2(q) of the Agreement, the price agreed by the Parties in relation to such Buy/Sell Back Transaction, and

      (ii) in any other case (including for the purposes of the application of Paragraph 4 or Paragraph 11 of the Agreement), the product of the formula (P + D) - (IR + C), where

      P = the Purchase Price

      D = the Sell Back Differential

IR = the amount of any Income in respect of the Purchased Securities paid by the issuer on any date falling between the Purchase Date and the Repurchase Date

C = the aggregate amount obtained by daily application of the Pricing Rate for such Buy/Sell Back Transaction to any such Income from (and including) the date of payment by the issuer to (but excluding) the date of calculation

5. When entering into a Buy/Sell Back Transaction the parties shall also agree on the Sell Back Price and the Pricing Rate to apply in relation to such Buy/Sell Back Transaction on the scheduled Repurchase Date. The parties shall record the Pricing Rate in at least one Confirmation applicable to such Buy/Sell Back Transaction

6. Termination of a Buy/Sell Back Transaction shall be effected on the Repurchase Date by transfer to Seller or its agent of Purchased Securities against the payment by Seller of (i) in a case where the Repurchase Date is the date originally agreed to by the parties pursuant to Paragraph 2(q) of the Agreement, the Sell Back Price referred to in Paragraph 4(c)(i) of this Annex; and (ii) in any other case, the Sell Back Price referred to in Paragraph 4(c)(ii) of this Annex.

7. For the avoidance of doubt, the parties acknowledge and agree that the Purchase Price and the Sell Back Price in Buy/Sell Back Transactions shall include Accrued Interest (except to the extent contrary to market practice with respect to the Securities subject to such Buy/Sell Back Transaction, in which event (i) an amount equal to the Purchase Price plus Accrued Interest to the Purchase Date shall be paid to Seller on the Purchase Date and shall be used, in lieu of the Purchase Price, for calculating the Sell Back Differential, (ii) an amount equal to the Sell Back Price plus the amount of Accrued Interest to the Repurchase Date shall be paid to Buyer on the Repurchase Date, and (iii) the formula in Paragraph 4(c)(ii) of this Annex VI shall be replaced by the formula "(P + AI + D) - (IR + C)", where "AI" equals Accrued Interest to the Purchase Date).

8. Unless the parties agree in Annex I to the Agreement that a Buy/Sell Back Transaction is not to be repriced, they shall at the time of repricing agree on the Purchase Price, the Sell Back Price and the Pricing Rate applicable to such Transaction.

9. Paragraph 5 of the Agreement shall not apply to Buy/Sell Back Transactions. Seller agrees, on the date such Income is received, to pay to Buyer any Income received by Seller in respect of Purchased Securities that is paid by the issuer on any date falling between the Purchase Date and the Repurchase Date

10. References to "Repurchase Price" throughout the Agreement shall be construed as references to "Repurchase Price or the Sell Back Price, as the case may be"

11. In 11 of the Agreement, references to the 'Repurchase Prices" shall be construed as references to "Repurchase Prices and Sell Back Prices"

Annex VII

Transactions Involving Registered Investment Companies

This Annex VII (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____, 19____ (the "Agreement") between _____ ("Counterparty") and each investment company identified on Schedule VII.A hereto (as such schedule may be amended from time to time) acting on behalf of its respective series or portfolios identified on such Schedule VII.A, or in the case of those investment companies for which no separate series or portfolios are identified on such Schedule VII.A, acting for and on behalf of itself (each such series, portfolio or investment company, as the case may be, hereinafter referred to as a "Fund"). In the event of any conflict between the terms of this Annex VII and any other term of the Agreement, the terms of this Annex VII shall prevail. Capitalized terms used but not defined in this Annex VII shall have the meanings ascribed to them in the Agreement

1. **Multiple Funds.** For any Transaction in which a Fund is acting as Buyer (or Seller, as the case may be), each reference in the Agreement and this Annex VII to Buyer (or Seller, as the case may be) shall be deemed a reference solely to the particular Fund to which such Transaction relates, as identified to Seller (or Buyer, as the case may be) by the Fund and as may be specified in the Confirmation therefor. In no circumstances shall the rights, obligations or remedies of either party with respect to a particular Fund constitute a right, obligation or remedy applicable to any other Fund. Specifically, and without otherwise limiting the scope of this Paragraph: (a) the margin maintenance obligations of Buyer and Seller specified in Paragraph 4 or any other provisions of the Agreement and the single agreement provisions of Paragraph 12 of the Agreement shall be applied based solely upon Transactions entered into by a particular Fund, (b) Buyer's and Seller's remedies under the Agreement upon the occurrence of an Event of Default shall be determined as if each Fund had entered into a separate Agreement with Counterparty, and (c) Seller and Buyer shall have no right to set off claims related to Transactions entered into by a particular Fund against claims related to Transactions entered into by any other Fund.

2. **Margin Percentage.** For any Transaction in which a Fund is acting as Buyer, the Buyer's Margin Percentage shall always be equal to at least ___%, or such other percentage as the parties hereto may from time to time mutually determine; provided, that in no event shall such percentage be less than 100%. For any Transaction in which a Fund is acting as Seller, the Buyer's Margin Percentage shall be such percentage as the parties hereto may from time to time mutually determine; provided, that in no event shall such percentage be less than 100%

3. **Confirmations.** Unless otherwise agreed, Counterparty shall promptly issue a Confirmation to the Fund pursuant to Paragraph 3 of the Agreement Upon the transfer of substituted or Additional Purchased Securities by either party, Counterparty shall promptly provide notice to the Fund confirming such transfer

4. **Financial Condition.** Each party represents that it has delivered the following financial information to the other party to the Agreement: in the case of a party that is a registered broker-dealer, its most recent statements required to be furnished to customers by Rule 17a-5(c) under the 1934 Act; in the case of a party that is a Fund, its most recent audited or unaudited financial statements required to be furnished to its shareholders by Rule 30d-1 under the Investment Company

Act of 1940; in the case of any other party, its most recent audited or unaudited statements of financial condition or other comparable information concerning its financial condition

Each party represents that the financial statements or information so delivered fairly reflect its financial condition and, if applicable, its net capital ratio, on the date as of which such financial statements or information were prepared. Each party agrees that it will make available and deliver to the other party, promptly upon request, all such financial statements that subsequently are required to be delivered to its customers or shareholders pursuant to Rule 17a-5(c) or Rule 30d-1, as the case may be, or, in the case of a party that is neither a registered broker-dealer nor a Fund, all such financial information that subsequently becomes available to the public.

Each Fund acknowledges and agrees that it has made an independent evaluation of the creditworthiness of the other party that is required pursuant to the Investment Company Act of 1940 or the regulations thereunder. Each Fund agrees that its agreement to enter into each Transaction hereunder shall constitute an acknowledgment and agreement that it has made such an evaluation

5. **Segregation of Purchased Securities.** Unless otherwise agreed by the parties, any transfer of Purchased Securities to a Fund shall be effected by delivery or other transfer (in the manner agreed upon pursuant to Paragraph 7 of the Agreement) to the custodian or subcustodian designated for such Fund in Schedule VII.A hereto ("Custodian") for credit to the Fund's custodial account with such Custodian. If the party effecting such transfer is the Fund's Custodian, such party shall, unless otherwise directed by the Fund, (a) transfer and maintain such Purchased Securities to and in the Fund's custodial account with such party and (b) so indicate in a notice to the Fund

Schedule VII.A

Supplemental Terms and Conditions of Transactions Involving Registered Investment Companies

This Schedule VII A forms a part of Annex VII to the Master Repurchase Agreement dated as of _____, 19____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Schedule VII.A shall have the meanings ascribed to them in Annex VII.

1. This Agreement is entered into by or on behalf of the following Funds, and unless otherwise indicated by the appropriate Fund in connection with a Transaction, the following Custodians are designated to receive transfers of Purchased Securities on behalf of such Funds for credit to the appropriate Fund's custodial account:

Name of Fund	Custodian

[ ]. Limitation of Liability. If the Fund is organized as a business trust (or a series thereof), the parties agree as follows: [insert appropriate language limiting liability of trustees, officers and others].

40 Broad Street
New York, NY 10004-2373
Telephone 212 440 9400
Fax 212 440 5260
www.bondmarkets.com

Depts/Treasure/Investment Policy 2004 Revision

EXHIBIT 2

CERTIFICATION

I, _____, a Qualified Representative acting on behalf of _____, a business organization offering to engage in an investment transaction with Galveston County hereby certify that _____, has personally received, thoroughly reviewed, and understand the investment policies of Galveston County _____, has also implemented reasonable procedures and controls designed to fulfill those objectives and conditions; to facilitate compliance with the County's Investment Policy; and to preclude investment transactions conducted between the County and the organization that are not authorized by the County's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the County's entire portfolio or requires an interpretation of subjective investment standards Transactions conducted between this firm and Galveston County will be directed towards precluding imprudent investment activities and protecting the County from credit and market risk

All the sales personnel of this firm dealing with Galveston County's account have been informed of the County's investment horizons, limitations, strategy and risk constraints

This firm will notify the Investment Officer immediately by telephone and in writing in the event of a material adverse change in our financial condition

The firm pledges to exercise due diligence in informing the Investment Officer of foreseeable risks associated with financial transactions connected to this firm.

Firm

Primary Representative

Signature

Name

Title

Date

Exhibit 3

GALVESTON COUNTY, TEXAS

Broker/Dealer Questionnaire

1 Name of firm _____

2 Address (Local)_____(National Offices)_____

_____

_____

3 Telephone Number (___)_____Local_____

(___)_____National Headquarters_____

4 Primary representative/manager/partner-in-charge

Name _____ Name _____

Title._____ Title _____

Telephone No. _( )_____ Telephone No _( )_____

5 Are you a primary dealer in U S Government securities?

[ ] Yes [ ] No

6 If so, for how long has your firm been a primary dealer? _____ years

7 What was your firm's total volume in U S Government and agency securities trading last year?

Firm-wide _$_____ Number of transactions _____

Your local office _$_____ Number of transactions _____

8 Which instruments are offered regularly by your local desk?

[ ] T-bills [ ] BAs (domestic)

[ ] Treasury notes/bonds
[ ] Agencies (specify)_
[ ] _____
[ ] _____
[ ] Instruments
[ ] _____
[ ] _____

[ ] BAs (foreign)
[ ] Commercial paper
[ ] Bank CDs
[ ] S & L CDs
[ ] Other (specify)
[ ] _____
[ ] _____

9 Identify all personnel who will be trading with or quoting securities to Galveston County employees

Name	Title	Telephone Number
		( )
		( )
		( )
		( )
		( )

10 Which of the above personnel have read our government's investment policies?

_____ _____
_____ _____

11 Please indicate which agents of your firm's local offices currently are licensed, certified, or registered, and by whom

Agent	Licensed or Registered by

12 Please identify your public-sector clients in our geographical area who are most comparable to the County of Galveston

Entity	Contact Person	Telephone No	Client Since
		( )	
		( )	
		( )	

13 Have any of your public-sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument? If so explain

14 Have any of your public-sector clients ever reported to your firm, its officers, or employees, orally or in writing, that they sustained a loss (in a single year) exceeding 10 percent of original purchase price on any individual security purchased through your firm? Explain

15. Has your firm ever been subject to a regulatory or state federal agency investigation for alleged improper, fraudulent, disreputable, or unfair activities related to the sale of government securities or money market instruments? Have any of your employees ever been so investigated by a regulatory, state, or other agencies? Explain

16. Has a public-sector client ever claimed in writing that your firm was responsible for investment loss? Explain

17 Please include samples of research reports that your firm regularly provides to public-sector clients

18 Please explain your normal custody and delivery process. Who audits these fiduciary systems?

19 Please provide certified financial statements and other indicators regarding your firm's capitalization

20 Describe the capital line and trading limits that support/limit the office that would conduct business with Galveston County

21 What training would you provide to our employees and investment officers?

22. Has your firm consistently complied with the Federal Reserve Bank's capital adequacy guidelines? As of this date, does your firm comply with the guidelines? Has your capital position ever fallen short? By what factor (1 5x, 2x, ect) does your firm presently exceed the capital adequacy guidelines? Include certified documentation of your capital adequacy as measured by the Federal Reserve standards

23 Do you participate in the SIPC insurance program? If not, explain why not

24 What portfolio information do you require from your clients?

25. What reports, transactions, confirmations and paper trail will we receive?

26 Enclose a complete schedule of fees and charges for various transactions

27 How many and what percentage of your transactions failed last month? Last Year?

28 Describe the precautions taken by your firm to protect the interests of the public when dealing with governmental agencies as investors

I attest to the accuracy of responses to this questionnaire

Signed _____
Date _____

(Countersigned by company president or person in charge of government securities operations.)

_____

EXHIBIT 4

GALVESTON COUNTY

ANTI-COLLUSION AGREEMENT

I, _____ acting on behalf of _____, hereby certify and affirm that neither I nor my firm have entered into any agreement, contract, arrangement or understanding with any employee of Galveston County that in any manner would defraud the County,

Neither I nor my firm have entered into any agreement with any person that would conspire to affect the County of Galveston's Investments;

Neither I nor my firm have offered to give, nor intend to give at any time hereafter any economic opportunity, future economic opportunity, special discount, gratuity, loan or service to any employee(s) in connection with my business relationship with the County of Galveston,

Neither I nor my firm have utilized any information obtained in whole or in part as a result of my business relationship with the County of Galveston for personal economic gain or for the benefit of others.

Firm

Signature

Name

Title

Date

EXHIBIT 5

GALVESTON COUNTY

CAPITAL ADEQUACY GUIDELINE/FOCUS STATEMENT

In the case of banks and primary dealers, Galveston County requires a statement from any firm applying for broker/dealer approval stating that they currently comply with the Federal Reserve's Capital Adequacy Guidelines ("CAG")

All other applicant firms are required to provide a statement that they currently comply with all capital adequacy requirements as set forth by the National Association of Securities Dealers and the Securities and Exchange Commission, as reported in their quarterly Financial and Operation Combined Uniform Single Reports ("FOCUS") The firm's latest FOCUS report is to be attached to this statement

By signing below, the applicant states that it currently complies with either CAG or FOCUS requirements, that it will continue to do so and that it will immediately notify the County if it fails to continue to do so The firm also agrees to, at least yearly, obtain independent certification by an outside auditor that the broker/dealer firm has complied with either the CAG or FOCUS standards over the previously audited period

_____

FIRM

_____

SIGNATURE

_____

NAME

_____

TITLE

_____

DATE

AGENDA ITEM #8

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
APR 10 2012
GALVESTON COUNTY JUDGE

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

April 2, 2012

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

Honorable Judge Henry

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
2515 PALMER HWY UNIT HM	TEXAS CITY TX 77590	28-MAR-2012	552880
3215 BORDEN GULLY DR	DICKINSON TX 77539	26-MAR-2012	552521
W 2632 WALKER ST	LEAGUE CITY TX 77573	29-MAR-2012	553059
5415 GRAND CAY BLVD	TEXAS CITY TX 77590	26-MAR-2012	552579
E 505 FM 646	LEAGUE CITY TX 77573	26-MAR-2012	552549
3216 BORDEN GULLY DR	DICKINSON TX 77539	26-MAR-2012	552520
3411 BORDEN GULLY DR	DICKINSON TX 77539	26-MAR-2012	552519

AGENDA ITEM #9

RQ

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
APR 10 2012
GALVESTON COUNTY JUDGE

April 9, 2012

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

Re Request for Approval of Refunds in Excess of $2,500 00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

Account Number	Amount	Reason
0013-0101-0000-000	$2,689 55	Supplemental Adjustment
3505-0186-0012-002	$ 2,765 25	Supplemental Adjustment
3505-0605-0001-000	$ 8,323 56	Supplemental Adjustment
5568-0001-2808-000	$ 5,746 26	Supplemental Adjustment
6426-0000-0000-001	$ 3,108 99	Supplemental Adjustment
7231-0001-0048-000	$ 2,722.73	Supplemental Adjustment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Cheryl E. Johnson, RTA

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

RECEIVED
APR 10 2012
GALVESTON COUNTY JUDGE

April 2, 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
1243-0001-0026-000	$ 2,865 40	Over Payment
3967-0002-0012-000	$ 2,659 66	Over Payment
6383-0000-1755-000	$ 5,294 50	Duplicate Payment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

AGENDA ITEM #10

County Architect

MEMO

Date Tuesday, April 17, 2012

Addressed to:

Commissioners' Court Agenda Galveston County

Items:

1 Consider the following Change Orders to Trade Contracts on the Mid County Annex

a Consider a Change Order to Proposal # B111033 - Schneider Electric - on the Mid county Annex Increase the contract sum for additional scope of work

This is the final Change Order for this Trade Contract prior to project close out.

b Consider a Change Order to Proposal # B101066 - J W Kelso Demo - on the Mid County Annex Decrease the contract sum to reduce the Contingency balance to $0

This is the final Change Order for this Trade Contract prior to project close out

c Consider a Change Order to Proposal# B101080 - Joe Aguirre Tile - on the Mid County Annex Increase the contract sum for additional scope of work

This is the final Change Order for this Trade Contract prior to project close out

d Consider a Change Order to Proposal# B101073 J W Kelso Glazing - on the Mid County Annex Decrease the contract sum to reduce the Contingency balance to $0

This is the final Change Order for this Trade Contract prior to project close out

2 Consideration of approving a proposal from Valtierra Architecture to provide Architectural drafting services on the Llewellyn Building

3 Consideration of approving a proposal from Inland Environments Ltd to provide Asbestos Abatement services on the North County HVAC Replacement

4 Consideration of approving a proposal from Mesa Mechanical to provide Mechanical Construction services on the North County HVAC Replacement

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

AGENDA ITEM #10a1

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and Schneider Electric Buildings Americas

01

Project	**Mid County Annex**
Proposal Number	**B111033**
PO Number	**C108107**
Date	**4-2-12**

Trade Contractor Schneider Electric

Attn Marcus King

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

Add to install and set up a new badge station, camera and badging software for Mid County Annex This is an extension of the inet access control system located at the site. Equipment and training costs. $8,263 00

Add Trade contract contingency deduct. . . . . $(7,683 00)

Total. $580 00

C \Users\mwood\Desktop\Close Out And Remaining Change Orders and Change Directives\Security CO 1 2-17-12 doc

722 Moody 8th Floor Galveston Texas 77550 (409) 770-5330

Original Contract Sum	$161,340 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$161,340 00
Contract Sum will be ***increased*** by this Change Order	$580 00
Contract Sum	**$161,920.00**

R.C.U. 4/9/12

JDA
Architect

pending
DATE

MK
Trade Contractor

4/3/12
pending
DATE

MW
Construction Manager Agent

4/3/12
pending
DATE

Mark Henry, County Judge
Galveston County

4/17/12
pending
DATE

Galveston County
722 Moody Ave Galveston TX 77550

Change Directive - 01

Project:.... **Mid County Annex**
Trade Contractor: **Schneider Electric**

Proposal Number... **B111033**
PO Number:... **C108107**
Date: **March 20, 2012**

Change Directive Number: 01

To: **Schneider Electric**
Attn: **Jonathan Rackel**

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.
This Change Directive is the written order directing Trade to perform the work described below.
No lump sum has been established for the cost of this change, therefore the amount to be paid by Galveston County for changes in the work shall be made on the actual net cost in money to the Trade Contractor of materials and labor (including insurance and actual taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12 (Field overhead will not be considered as part of actual net cost)

Description of Work:

Install and set up a new badge station, camera and badging software for Mid County Annex. This is an extension of the Inet access control system located at the site.

Equipment:

1- Datacard Badge Printer
1- Digital Badging Camera
1- Inet Badging Software
1- Lot Labor installation of software
1- Lot Labor Software Set up and training

Attached estimate indicates that it will cost $8,263 00

722 Moody 6th Floor Galveston, Texas 77550 (409) 770 5330

Original Contract Sum	$161,341.00
Authorized Changes Prior to this Authorization	$0.00
Contract Sum Prior to this Authorization	$161,341.00
Contract Sum will be *Increased* by this Authorization	$8,263.00
Proposed Contract Sum Pending Commissioners Court Approval	$169,604.00

James D Anderson
Architect

3/26/2012
DATE

Trade Contractor
Operations Manager

DATE
3-22-12

Construction Manager Agent
Mitch Ward

DATE
3-22-12

Galveston County
Cli Bailey

DATE
3-26-12

GALVESTON COUNTY – MID COUNTY ANNEX NEW BADGE STATION

1.0 Scope of Work

Please find listed below pricing to provide, install and set up a new badge station, camera and badging software for the New Mid County Annex Facility. This will be an extension of the Inet access control system located at the site Please find listed below equipment and scope inclusions:

Equipment·

1 – Datacard Badge Printer
1 – Digital Badging Camera
1 – Inet Badging Software
1 – Lot Labor installation of software
1 – Lot Labor Software Set up and training

Project Pricing

Description	Pricing
New Inet Badge Station	$ 8,263.00
Total Project Budget	**$ 8,263.00**

Project Exclusions

1. Pricing is based on information collected from the owner
2. Compliance with any unknown regulatory requirements.
3 90% of work is to be performed during normal working hours from 8am to 5pm Monday to Friday.
4 Schneider Electric's 1-year warranty only applies to those items provided by and/or installed by Schneider Electric Acts of God or Vandalism are not covered under the warranty obligations.
5 Any and all 120V Power
6. Any and all raceways.
8. Pricing is based on providing equipment listed above only

GALVESTON COUNTY – MID COUNTY ANNEX NEW BADGE STATION

We would like to thank you for the opportunity to present our company's information and look forward to working with you to address your security needs

Our ultimate goal is to provide our customer's with a solid solution to protect your most important assets. Thank you again for the opportunity and we look forward to working with you.

Sincerely,

Jonathan Rackel
Account Executive
Schneider Electric

GALVESTON COUNTY – MID COUNTY ANNEX NEW BADGE STATION

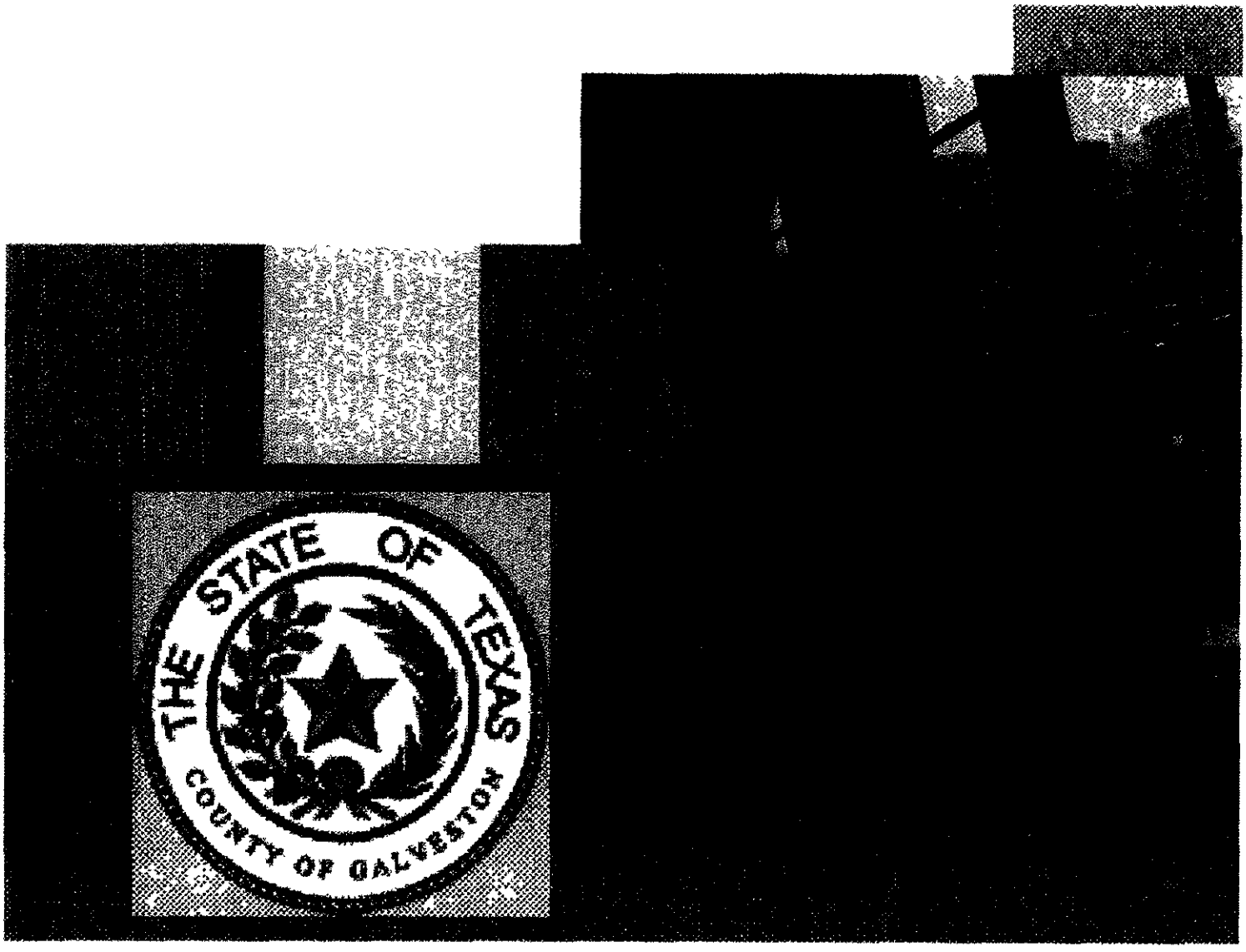
Presented By:
Jonathan Rackel
Account Executive
12121 Wickchester Lane Suite 400A
Houston, Texas 77079
Ph: 281-588-2188
Fx: 281-588-2189
Cell: 281-728-6510
E-Mail: jonathan.rackel@schneider-electric.com

NON-DISCLOSURE

THE INFORMATION CONTAINED HEREIN IS THE CONFIDENTIAL PROPERTY OF Schneider Electric AND/OR OUR CLIENTS AND MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK, NOR, IN ANY MANNER, DISCLOSED TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT FROM THE PROPER AUTHORITY, UNDER THE FULL PENALTY OF GOVERNING STATUTES ALL RIGHTS OF DESIGN & INVENTION RESERVED

Schneider Electric – Confidential

Galveston County
Mid County Annex
New Badge Printer, Software and Camera



February 22, 2012

Schneider Electric

AGENDA ITEM #10a2

Galveston County

722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and JW Kelso

01

Project	**Mid County Annex**
Proposal Number	**B101066**
PO Number	**C102477**
Date	**2-20-12**

Trade Contractor JW Kelso - Demo

Attn JP Nitsch

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

Trade contract contingency deduct	$2,806 11

C \Documents and Settings\jpnitsch\Local Settings\Temporary Internet Files\OLK8\Demo CO 1 2-17-12 given to jp on 2-20-12 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Original Contract Sum	$194,332 75
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$194,332 75
Contract Sum will be ***decreased*** by this Change Order	$2,806 11
Contract Sum	**$191,526 64**

JDA
Architect

pending
DATE

JPN
Trade Contractor

4/4/12
pending
DATE

MW
Construction Manager Agent

4/5/12
pending
DATE

Mark Henry, County Judge
Galveston County

4/17/12
pending
DATE

DEMO

Beginning Allowance		$11,277 75	
Allowance Expenditure Authorization	**Date**	**Amount**	**Approved**
1 - Includes changes from bid documents to construction documents	1/26/2011	$1,672 50	Yes
2- Demo existing foam, gyp board and furring channel on either side of entry 1, on the southeast side of the building	4/4/2011	$6,799 14	Yes
Change ordered out from contingency.	3/26/2012	$2,806 11	Yes
Total Expended		$11,277 75	
Remaining Balance		$0 00	
Updated 3/26/12			

AGENDA ITEM #10a3

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and Joe Aguirre Tile Inc.

01

Project: ..... **Mid County Annex**
Proposal Number: **B101080**
PO Number: **C103408**
Date: **3-27-12**

Trade Contractor: Joe Aguirre Tile

Attn: Anthony Rios

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:

Add for labor and materials for tile work at the entry 3 radius due to a revised layout..... $3,985 00

Trade contract contingency deduct..... $(540.83)

Total $3,444 17

C \Users\mwood\Desktop\Close Out And Remaining Change Orders and Change Directives\Tile CO 1 3-26-12 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Original Contract Sum	$302,502.90
Authorized Changes Prior to this Change Order	$0.00
Contract Sum Prior to this Change Order	$302,502 90
Contract Sum will be *Increased* by this Change Order	$3,444.17
Contract Sum	**$305,947.07**

JDA James D Anderson
Architect

4/9/2012
pending
DATE

AR Anthony Ri
Trade Contractor
JOE AGUIRRE TILE, INC.

pending
DATE
03/27/2012

MW Mike Wood
Construction Manager Agent

3/28/12
pending
DATE

Mark Henry
Mark Henry, County Judge
Galveston County

4/17/12
pending
DATE

Joe Aguirre Tile, Inc
1228 Harborside Dr
Galveston, TX 77550
(409) 762-6027*Fax (409) 762-7655
joe@aguirretile.com
Established 1943

Date: February 28, 2012

Michael Wood
Hugh Patrick Constructor's, Inc.
P O. Box 1757
Texas City, TX 77592

Project: Mid County Annex, Entry #3 Columns & Parapet

Request for Allowance Expenditure Authorization

Total amount Requested: $3,985 00

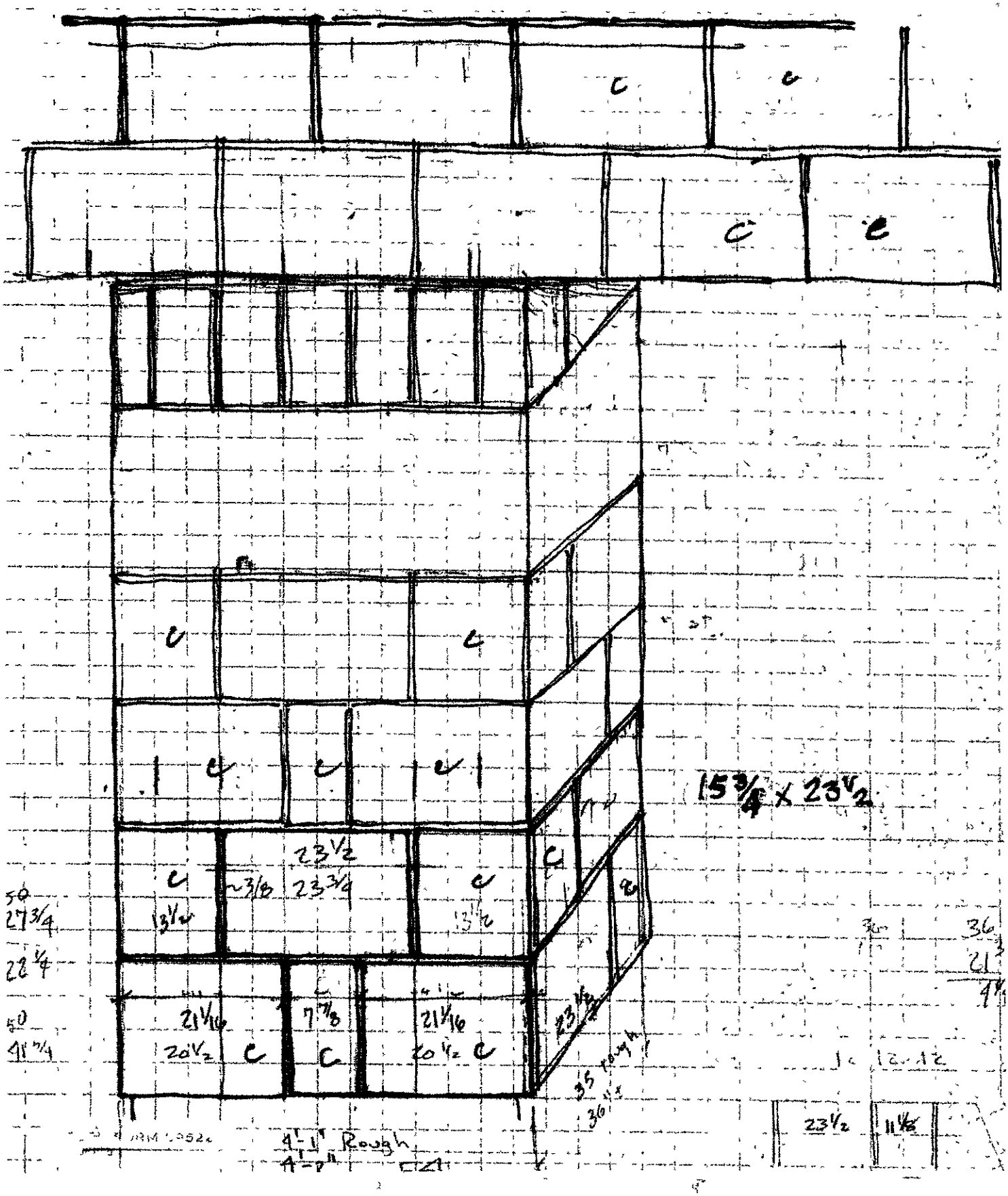
Description of Work·
Additional Labor, Materials and Preparation required for Entry #3 columns.

Reason.

Final layout and design of Entry #3 changed and approved on January 27, 2012 by Mike Steffy.
Final layout and design of columns and parapet required 300 additional square feet of tile to accommodate new design New design required additional labor time for tile cuts. Extra preparation was required to make the parapet suitable to receive the finish tile covering

See Drawing Provided by Mike Steffy:
Course One – required 4 cuts instead of 2
Course Two – required 2 cuts instead of 1
Continue design to top of each column, followed by a soldier course, which is not part of the original plans and drawings.

Anthony Rios
Joe Aguirre Tile, Inc.



c
c
c
c
c
c
c
c
c
c
c
c
c
c
c
c
c
c
c
c
c
c
15 3/4 x 23 1/2
23 1/2
23 3/4
~3/8
13 1/2
13 1/2
21 1/16
20 1/2
7 7/8
21 1/16
20 1/2
23 1/2
35 rough
36
50
27 3/4
22 1/4
50
41 3/4
36
21
4 1/4
23 1/2
11 1/8
4'-1" Rough
4'-2"

AGENDA ITEM #10a4

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and JW Kelso

01

Project	**Mid County Annex**
Proposal Number	**B101073**
PO Number	**C102161**
Date	**.3-27-12**

Trade Contractor J W Kelso - Glazing

Attn JP Nitsch

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,an d the Trade Contractor

---

Description of Work

Trade contract contingency deduct $(14,811 00)

C \Users\mwood\Desktop\Close Out And Remaining Change Orders and Change Directives\Glazing CO 1 2-17-12 given to jp on 2-20-12 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Original Contract Sum	$389,025 00
Authorized Changes Prior to this Change Order	$0 00
Contract Sum Prior to this Change Order	$389,025 00
Contract Sum will be ***decreased*** by this Change Order	$14,811 00
Contract Sum	**$374,214 00**

P.C.O. 4/9/12

JDA
Architect

pending
DATE

JPN
Trade Contractor

4/3/12
pending
DATE

MW
Construction Manager Agent

4/4/12
pending
DATE

Mark Henry, County Judge
Galveston County

4/17/12
pending
DATE

GLAZING

Beginning Allowance		$18,525.00	
Allowance Expenditure Authorization	**Date**	**Amount**	**Approved**
1 - Add to replace outer door thresholds at entries 2, 3, and 4	3/5/2012	$3,714 00	Yes
Change ordered out from contingency	3/26/2012	$14,811 00	Yes
Total Expended		$18,525.00	
Remaining Balance		$0 00	
Updated 4/4/12			

Galveston County
722 Moody Ave Galveston TX 77550

Allowance Expenditure Authorization

PROJECT. Mid County Annex

TRADE CONTRACTOR. JW Kelso

PO#. C102161 DATE: 3/5/12

AUTHORIZATION NO· Glazing 1

To: Galveston County

Attn: Dudley Anderson, OC Unbehagen

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below This is not a change order and does not increase nor decrease the Contract Time and or Amount

Description of Work· This pricing includes an add for the replacement of outer sliding door thresholds at entries 2, 3 and 4..

Original Allowance Sum	$18,525.00
Allowance Expenditures Prior to this Authorization	$ 0.00
Allowance Balance Prior to this Authorization	$18,525.00
Allowance Sum will be ~~increased~~/decreased by this Authorization	$ 3,714.00
Allowance Balance	$14,811.00

James A Anderson — Architect — DATE 3/7/2012

Trade Contractor — DATE 3/5/12

Mike Wood — Construction Manager Agent — DATE 3/5/12

Galveston County — DATE 3/7/12

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

J.W. KELSO COMPANY, INC.
P.O. Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL NO. 2161-01

PROJECT Mid County Annex
PROJECT NO · 205
COP NO. 2161-01
DATE QUOTED 03/02/12
ARCH PROJECT NO ·
DAYS ALLOWED FOR APPROVAL·
EXPIRATION DATE: 03/02/12
REQUESTED EXTENSION OF TIME IN DAYS

TO· Michael Wood
Hugh Patrick Constructors, Inc.
2828 Texas Ave
Texas City, TX 77592-1757
(Phone) 409-978-2122 (Fax) 409-978-2112

DESCRIPTION
Properly Replace Thresholds @ Entry's 285A, 400A, and 500A,, to maintain the integrity of the Hurricane Rated System's intended function

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
	TOTAL FROM WORK BREAKDOWN PAGES	$3,714 00

APPROVAL
NAME·
ARCH
DATE
SEND COPIES TO

J W. KELSO COMPANY, INC
BY.
J P. Nitsch, Project Manager
DATE 3/2/12

SUB SUBTOTAL:		$3,714 00
SMALL TOOLS:		$0 00
SAFETY PROGRAM		$0 00
INSUR. & BOND.		$0.00
		$0 00
SUBTOTAL		$3,714 00
OVERHEAD·		$0 00
SUBTOTAL		$3,714.00
PROFIT		$0 00
TOTAL COP AMOUNT8:09:03 AM		$3,714 00

J.W. KELSO COMPANY, INC.
Change Order Proposal No. : 2161-01
Work Breakdown Page 1

Project. Mid County Annex
Project No.: 205
Date. 03/02/12

Cost Code & Description	Quantity	Unit Costs Material	Unit Costs Labor	Unit Costs Equip	Unit Costs Other	Extended Costs Material	Extended Costs Labor	Extended Costs Equip	Extended Costs Other
Strorefront Threshold Replacement	3	$416 50	$530.00			$1,249 50	$1,590 00	$0.00	$0.00
Sales Tax	Labor Burden 55.00%	Equipment Markup 8 25%		Other Markup		$0 00	$874 50	$0 00	$0 00
Page 1 Subtotals						$1,249 50	$2,464 50	$0 00	$0.00
Page 1 Overhead on Work Breakdown				Overhead					$0 00
Page 1 Total Work Breakdown									$3,714 00

AGENDA ITEM #10b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request:	4/10/12	Department	FACILITIES		
Renewal Contract:		Orgkey:	2994299521	Object Code:	5481000
Contract Start Date	4/17/12	Vendor.	VALTIERRA ARCHITECTURE		
Contract End Date·	4/17/13	Vendor No·	714356	Contract No:	
Description.	PROPOSAL FOR ARCHITECTURAL PRODUCTION WORK ON LEWIS/MN BUILDING				
Contract # Issued By Purchasing.	CM12124	Requested Legal Review.	Yes _____ No ✓		

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
		$17,000.00					
Totals·		$9000.00	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head·	4/10/2012	Jimmie A Anderson
Purchasing Agent	4-10-2012	[illegible]
County Legal:		

Contract listed in Budget Documentation (Yes/No)

County Budget Office· [illegible] 4/10/2012

County Architect

MEMO

Date March 26, 2012

Addressed to:

Mark Henry County Judge

Project:

Llewellyn Building - Hurricane Ike repairs and Care Here renovation

Items:

1 Valtierra Architecture has provided a proposal to provide Architectural production work on the Llewellyn renovations David Valtierra is a licensed Architect doing business as Valtierra Architecture He has sufficient experience and ability to provide the specific portion of the work that we are unable to complete in a timely manner in-house

2 The attached Schedule of Transaction Details provides information on money spent or dedicated to this project Bottom Line is that we have $475,647 90 available today, however FEMA is reviewing that number today because we received additional settlement funds from TWIA

3 We will also add approximately $~~50,000~~ 64,000 00 of the $224,816 committed for electric service work to the above when we remove the emergency generator from the electric service repair portion of the project

4 Galveston County has spent $38,733.67 on Architectural and Engineering fees with Jacobs to assess storm damages, design a replacement electric service, and measure the building and provide AutoCAD background drawings of the building This fee represents approximately 11% of the work described by the design of the electric service replacement

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

5. With approval, Architectural and Engineering design fees for the remainder of the project will be as follows.

a	MEP design and production - Ibis	$8,100
b	Architectural production - Valtierra	$9,000
c	In-house design and Project Management.	$20,952
d	Sub-Total	$38,052
e	Fees as a percentage of project ($38,052/$475,647)	8%

6 In-house cost are calculated to allow reimbursement from the available insurance and FEMA funds.

7 We do not anticipate added AE fees as a result of a larger budget if item 3 above is realized

Dudley Anderson, County Architect

Galveston County, Texas
Llewellyn Building
Schedule of Transaction Details
9/1/2008 - 01/31/2012

Reference	Project Worksheet Number	Type	Amount	Insurance Proceeds	Federal Share - 90%	Local Share - 10%
14627	SU-022E	FEMA Project	210,746 29	n/a	189,671 66	21,074 63
14627	SU-022E	Flood Insurance Proceeds	310,641 91	310,641 91	n/a	n/a
11262	SU-016E	Windstorm Proceeds	65,750 15	65,750 15	n/a	n/a
14627	SU-022E	Windstorm Recoverable Depreciation	28,368 65	28,368 65	n/a	n/a
14627	SU-022E	TWIA Payment	272,478 00	272,478 00	n/a	n/a
		Total Revenues	$887,985 00	$677,238 71	$189,671 66	$21,074 63

G903352	SU-022E	Building Solutions	133,319 05	Repairs to roof
G908272	SU-022E	Crescent Electric	373 78	Add circuit for alarm system
G903671	SU-022E	Crescent Electric	1,237 32	Replace One Panel in building and repair lighting circuits in the work and storage area
G902649	SU-022E	Tidal Electric Distributors	171 00	Electrical Parts
G902649	SU-022E	Tidal Electric Distributors	511 90	Electrical Parts
G902649	SU-022E	Tidal Electric Distributors	10 33	Electrical Parts
G902649	SU-022E	Tidal Electric Distributors	28 05	Electrical Parts
G903280	SU-022E	Gulf Side Overhead Door	1,690 00	Repair Sensors
DR80009	SU-022E	Jacobs Engineering Group	38,733 67	Engineering Services
C005758	SU-022E	Vitro America	296 00	Install 1 Door Light at end of Building
C002308	SU-022E	Crescent Electric	224,816 00	Electrical Repair
C012103	SU-022E	Micro-Air of Texas Inc	2,450 00	Asbestos Testing and Consulting
C205019	SU-022E	Galveston Daily News	600 00	Advertising - do not think that this is eligible expenditure
CR205202	SU-022E	Hoffman Engineering Group	8,100 00	Mechanical, electrical, plumbing and engineering services for the first floor of the Llewellyn Building
		Total Expenditures	$412,337 10	

Funds Available	$475,647 90

VALTIERRA
ARCHITECTURE

Proposal

March 23, 2012

To County of Galveston
722 Moody St 6th Floor
Galveston, TX 77550

Re Earl Llewellyn Building Interior Renovation
826 Moody (21st), Galveston, TX.

Attn Mr Dudley Anderson, County Architect

Mr Anderson,

We are pleased to submit a proposal for construction documents to the Interior Renovation of the Earl Llewellyn Building

1. Produce construction documents in CAD to include
   a. Site Demolition, Demolition Floor Plan, Demolition Reflected Ceiling, Demolition Roof Plan
   b. New work Architectural Site Plan and Site details Applicable Code Breakdown, Life Safety Plan, ADA standard details, Floor Plan & details, Reflected Ceiling Plan & details , Enlarged Plans, Interior Elevations, Vertical Circulation Plans/sections, Wall Sections, Building Section, Details Mill work, door/window partition types and Schedules Finishes, doors and windows
2. Verify compliance with building codes for the proposed design.
3. Verify Compliance with the newly enacted 2010 ADA.
4. Coordination with MEP, Structural and Civil as needed
5. Construction Administration not included but can be provided as well
6. Work closely with the County and the County Architect to meet the project scope, budget and deadlines

This proposal does NOT include any engineering (Mech, Electrical, Plumbing, Civil or Structural)

Total hourly fee will be		**$75.00/hour**
Phase I	production time	approximately 40 hours
Phase II	production time	approximately 40 hours
Final Review and Revision		approximately 40 hours

If you have any questions or comments please feel free to contact me

Thank you for this opportunity

Sincerely,

David Valtierra, AIA

2323 Clear Lake City Blvd, Ste 180-153, Houston, TX 77062 281 306 3862

AGENDA ITEM #10c

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	4/17/12	**Department**	Facilities		
Renewal Contract	NA	**Orgkey:**	2894170103	**Object Code:**	5481000
Contract Start Date	4/17/2012	**Vendor:**	Inland Environments Ltd		
Contract End Date.	4/17/2012	**Vendor No**	702863	**Contract No**	
Description	Asbestos abatement for the North County Annex HVAC replacement				
Contract # Issued By Purchasing.		**CM12122**	**Requested Legal Review.**	**Yes** _____ **No** ✓	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
		6,250	6,250				
Totals		6,250	6,250	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head	4/10/2012	James D. Anderson
Purchasing Agent	4-10-2012	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office: 7/10/2012

Form Number

County Architect

MEMO

Date Tuesday, April 10, 2012

Addressed to.

Rufus Crowder Galveston County Purchasing

Project.

North County Annex AHU 1 & 2 Replacement

Asbestos abatement Bid # F11006-100

Items:

Proposals for General Construction were accepted April 4, 2012 on the referenced Proposal package to Micro Air of Texas a consultant to Galveston County Proposals were reviewed and evaluated by Dudley Anderson, County Architect, and Rufus Crowder, Purchasing Agent

This office recommends the Galveston County Purchasing Agent request award of a contract for Asbestos abatement at the North County Annex AHU 1 & 2 Replacement to Inland Environments Ltd in the amount of $6,250 00 based upon being a responsive proposal and the lowest cost

Dudley Anderson, County Architect

722 Moody 6th Floor Galveston Texas 77550 (409) 770-5330

Proposal Number - F1106-100
Proposal Date - April 4, 2012
Proposal Time - 5 00 pm

GALVESTON NORTH COUNTY ANNEX BUILDING

SECTION 0001
PROPOSAL FORM

ORIGINAL

Proposal # F1106-100
Proposal Package Asbestos Abatement of Mechanical Rooms - North County Building

This is a Request for Competitive Sealed Proposals for a DSHS licensed Asbestos Abatement Contractor to abate the pipe insulation located in the North and South Mechanical Rooms of the North County Building in accordance with the attached asbestos abatement specifications and all federal, state, and local regulations All proposals must be delivered to the following address in a sealed envelope by no later than Wednesday, April 4, 2012 5 00 pm ***Contractor must provide 3 copies of the sealed proposals Contractor must include information requested in Section 2 1 of the Abatement Specifications with proposal.*** The outside of the envelope must be marked with the following information

Competitive Sealed Proposal # F1106-100
Galveston County North Annex Building
Asbestos Abatement

Deliver *3 copies* of the proposal to Micro Air of Texas, Inc
PO Box 1225
Dickinson, TX 77550

If overnight delivering, please send to Micro Air of Texas, Inc
2515 Termini Street #1225
Dickinson, TX 77539

See Section 2 1 in the Abatement Specifications for the specific scope of work for this project

1	Owner	Galveston County
2	Project	Asbestos Abatement of Mechanical Rooms - North County Bldg
3	Consultant	Micro Air of Texas, Inc
4	Submitted by	Inland Environments Ltd.
		Proposer Name
		PO Box 6751
		Kingwood, TX 77325
		Proposer Address
		281-354-7500
		Proposer Phone Number
		Steve@InlandEnvironments.com
		Proposer Email

5 Proposal

A Having examined the Asbestos Abatement Specifications Contract Documents and Conditions of the Contract of the Project listed above, and having visited and fully inspected the site and examined all conditions affecting the Project the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below

B In submitting this proposal, the undersigned, agrees to the following

01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
02 Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
03 Accept the right of the Owner to reject any Subcontractor A new Subcontractor may be contracted with the difference in proposal amount added to or subtracted from, the Contract
04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any
05 Complete the work in accordance with the Contract Documents within the stipulated Contract time

C Furnish specified insurance as outlined in Section 2 2 1 of the asbestos abatement specifications

D The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract

6 **Base Proposal** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of Six Thousand Two Hundred Fifty Dollars and no/100 $ 6,250.00
(Amount in figures)

7 **Contract Time** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 2 calendar days

8 **Alternates** None Required

Proposer's Printed Name: Inland Environments Ltd.

Proposer's Address: PO Box 6751
Kingwood, TX 77325

Proposer's Phone #: 281-354-7500

Signatory's Printed Name: Steve Cain

Signatory's Position / Title: Chief Operations Officer

Seal N/A

Signature: Steve Cain Date 4/3/12

Note that Section 0002 - Proposal Evaluation Waiver and other documents must accompany this form.

Proposal Number – F1106-100
Proposal Date – April 4, 2011
Proposal Time 5:00 p.m.

Galveston North County Annex Building

A copy of Section 0002 Proposal Evaluation Waiver must be included with Proposer's Proposal

SECTION 0002
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each abatement Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Appendix D.

a) References from **all or the most recent 5** previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 5** previous contracts with Galveston County and other political subdivisions located within Galveston County (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of abatement supervisor and Project Manager for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring. If you do not plan to use any subcontractors, please state this.

e) Contractor shall provide one copy of each of the following: current DSHS Asbestos Abatement Contractor's license, current DSHS Asbestos Transporter License, and proof of insurance for general liability, asbestos pollution liability, workers compensation, and automobile including hired and non-owned insurance. The submission of the above items accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to [illegible] accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing asbestos abatement construction activities. This item accounts for **5%** of the evaluation scoring.

GALVESTON NORTH COUNTY ANNEX BUILDING

j) The Proposer's attendance at a Pre-proposal meeting and walkthrough This item accounts for 5% of the evaluation score

Note The Statement of Affirmation Must be Notarized

STATEMENT OF AFFIRMATION

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal

Proposer s Name Inland Environments Ltd.

Proposer's Address PO Box 6751
Kingwood, TX 77325

Signatory's Name Steve Cain

Signatory s Position Title Chief Operatios Officer

Signature Steve Cain Date 4/3/12

Subscribed and sworn to me on this 2nd day of April, 2012

Janet R Berkson
Notary Public

My Commission expires 3/14/15

JANET R. BERKSON
MY COMMISSION EXPIRES
March 14, 2015

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

END OF SECTION

1.2 Scope of Work - Addendum #1

These specifications address the removal and disposal of both friable and non-friable asbestos-containing building materials located inside the north and south mechanical rooms of the Galveston County North County Building located at 174 Calder Road in League City, Texas Below is a list of the asbestos-containing materials (ACM) that will be abated during this project and the order in which the ACM will be abated *This abatement relates only to the pipe insulation associated with the HVAC system (blue and red pipes)*

NORTH COUNTY BUILDING ASBESTOS ABATEMENT SCOPE OF WORK				
LOCATION OF ACM	**FRIABLE OR NON-FRIABLE**	**TYPE OF ACM**	**APPROXIMATE QUANTITY OF ACM**	**REMOVAL / CLEARANCE METHOD(S)**
North Mechanical Room	Friable Fittings & Non-friable White Mastic on Pipe Runs	Pipe and Fitting Insulation	100 LF (includes both CHW and HW pipes) 100 LF of Roof Drain Insulation	Glovebag Removal
* South Mechanical Room	Friable Fittings & Non-friable White Mastic on Pipe Runs	Pipe and Fitting Insulation	100 LF of HW Pipe and Fitting Ins 150 LF of CHW Pipe and Fitting Ins 50 LF of Roof Drain Insulation	Full Neg Pressure Containments PCM Clearance

The work schedule for this project is as follows

Begin Work. At present, we believe that all work on this project will have to occur from 5 pm until 3 am during the week This project will be scheduled for abatement between May 1 - 15, 2012. Contractor should be prepared to work scheduled dates once bids are confirmed

It is imperative that the Contractor selected to perform the abatement work be capable of working within the schedule that Galveston County and Micro Air coordinate

Melissa Kiser (#10-5436 - 2/10/2013)
Licensed Individual Asbestos Consultant

GALVESTON NORTH COUNTY ANNEX BUILDING
ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges that he/she has received Addendum #1 to the Asbestos Abatement Specifications for the project identified as "Asbestos Abatement of the Mechanical Rooms - North County Building" This project is located at 174 Calder Road in League City, Texas Please sign and date below that you have received and understood Addendum #1

Proposer's Signature Steve Cain Date 4/3/12

Typed Name and Title Steve Cain, Chief Operations Officer

NOTE: THIS DOCUMENT MUST BE INCLUDED WITH THE COMPETITIVE SEALED PROPOSAL #F1106-100.

CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 17th day of April, **2012**, between **Galveston County** (Owner) and **Inland Environments, LTD.** (Contractor) The work described in Section I below shall be performed in accordance with specifications from Micro Air of Texas dated **06/16/11**

(Project known as)

North County Annex Building, 174 Calder Road, League City, Texas

SECTION 1. SCOPE. Contractor agrees to furnish all insurance, supervision, labor, materials, equipment and other facilities required to complete the following scope of work

Asbestos Abatement of pipe and fitting insulation in North and South Mechanical Rooms.

SECTION 2. PRICE AND PAYMENT. Owner agrees to pay contractor the sum of **SixThousand Two Hundred Fifty and 00/100 Dollars ($6,250.00)**

Payment shall be submitted upon project completion The Owner shall pay the contractor within 30 days of date of invoice

SECTION 3. TIME. The contractor agrees that work will start after the mandatory 10-day notification to the Texas Department of State Health Services, and will be completed in two working days

SECTION 4. DELAY The contractor shall at all times furnish adequate labor, materials, tools and equipment to perform the Work promptly and diligently in accordance with the current Progress Schedule If the contractor fails to maintain the progress of his work in accordance with the current Progress Schedule of delays progress of the Project or if in the opinion of the Owner, the contractor cannot complete his work within the time period set forth, the contractor shall take such as necessary to improve his rate of production and bring his progress to the level required

SECTION 5. CHANGES IN WORK. The Owner may order to propose changes in the Work consisting of additions, delations or other revisions with the contract amount and time being adjusted accordingly All such changes in the Work shall be by a written contract modification The Owner may, by written directive issued and signed by the Owner, direct the contractor to proceed with changes in Work, prior to the issuance of a contract modification

SECTION 6. CLAIMS. If any dispute shall arise between Owner and contractor regarding performance of the work, or any alleged change in the work, contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work prior to commencement of the disputed work

SECTION 7. PROTECTION OF WORK, CLEAN UP. The contractor shall be the only trade in this building

SECTION 8. SAFETY. The contractor shall be solely responsible for and comply with all statutory safety requirements and any special requirements that may be stated in the Contract documents and fully cooperate and comply with the safety programs and measures initiated by the Owner Contractor shall

maintain safe-working conditions on the Project at all times while mobilizing, demobilizing or performing work

SECTION 9. TERMINATION. Not Applicable

SECTION 10. INDEMNIFICATION. Contractor shall indemnify and hold harmless Owner and its Board Members from claims arising out of or in connection with contractor's operations performed under this Agreement Such indemnity applies only to the extent caused by the negligence of contractor

SECTION 11. INSURANCE AND BONDS. Before commencing any work under this contract, and until completion and final acceptance thereof by Owner, contractor shall furnish and maintain at its expense certificates of insurance that will protect him and the Owner from claims set forth below which may arise out of or result from, the contractor's operations under the Contract Contractor shall provide insurance as outlined in the Asbestos Abatement Specifications, Section 2.2 1, pg 12

Insurance required by this contractor, shall be written for not less than any limits of liability indicator below

(i) Worker's Compensation -	*At Statutory Minimums*
(ii) Employer's Liability	
Bodily injury by accident	*$1,000,000 each accident*
Bodily injury by disease	*$1,000,000 policy limit*
Bodily injury by disease	*$1,000,000 each employee*
(iii) Commercial general liability	*$2,000,000 general aggregate* *$2,000,000 products/completed operations aggregate* *$1,000,000 personal and advertising injury liability*
(iv) Combined bodily injury and property damage	*$1,000,000 each occurrence* *$50,000 fire damage* *$5,000 medical expense*
(v) Comprehensive Automobile-insurance (including hired & non-owned automobiles)	*$1,000,000 combined single limit or* *$1,000,000 bodily injury per person*

SECTION 12. DISPUTE RESOLUTION. Any dispute resolution procedure in the prime contractor shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of the subcontractor Subject to compliance with all applicable laws, including but not limited to those relating to false claims, dispute and claim certifications, and cost and pricing data requirements, Contractor's sole obligation is to present any timely-filed claims by Subcontractor to the Owner under such procedure and, subject to the other provisions of this Agreement, to pay to

Subcontractor the proportionate party of any sums paid by the owner to which Subcontractor is entitled For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations In any dispute resolution between the parties, the prevailing party shall be entitled, in addition to any other relief granted, to recover its costs of participation, including attorneys' and experts' fees An award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction

SECTION 13. WARRANTY. Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Documents, for three (3) months from the date project is accepted by the Owner All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective

SECTION 14. SPECIAL PROVISIONS AND ATTACHMENTS None

SECTION 15. ENTIRE AGREEMENT. This Agreement represents the entire agreement between Owner and the contractor and supersedes any prior written or oral representations Contractor, its subcontractors, suppliers and/or materialmen are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement

Dated April 17, 2012

Owner

By: Mark Henry
(NAME)
722 Moody, Galveston, TX 77550
(ADDRESS)
County Judge
(OWNER'S TITLE)

Dated 04/11/12

Contractor

Inland Environments, Ltd.

By _____
(NAME)
PO Box 6751, Kingwood, TX 77325
(ADDRESS)
Vice President
(CONTRACTOR'S TITLE)

AGENDA ITEM #11a

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES TERRY KENDRICK as to the North ½ Lot 44, all of Lots 45 and 46 and the South ½ Lot 47 and DANIEL MILLER as to the North ½ Lot 47 and all of Lot 48, of RAMADA BEACH, and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of the North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH, in Galveston County, Texas, recorded in Plat Record 5, Map No 46, 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

A copy of a survey, with metes and bounds property descriptions, depicting the portion of the North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH, attached hereto as EXHIBIT "A" (pages 1 and 2) and EXHIBIT "B"

1 Only the North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH are to be involved in these conveyances Petitioners are the sole owners of said North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said TERRY KENDRICK and DANIEL MILLER, Petitioners herein

3 Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

4 The petitioners understand 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, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of the North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH all as per the survey plat and metes and bounds property description shown in Exhibit "A" (pages 1 and 2) Exhibit "B", attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 29 day of March 2012

Signature
TERRY KENDRICK
1314 Lovely Lane
Deer Park, TX 77536

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner TERRY KENDRICK known 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 29 day of March, 2012

Notary Public-State of Texas

NOTARY PUBLIC STATE OF TEXAS
JOANN BOUSE
My Commission Expires
July 16, 2013

EXECUTED this 3rd day of April 2012

Signature
DANIEL MILLER
11603 Canyon Woods
Tomball, TX 77377

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner DANIEL MILLER known 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 3rd day of April, 2012

JAYLENE MILLER
Notary Public, State of Texas
My Commission Expires
July 28, 2013

Notary Public-State of Texas

APPROVED

BY MARK HENRY
County Judge

4/17/12
Date

ATTEST:

DWIGHT SULLIVAN
County Clerk

12-0340 M&B Application KENDRICK-MILLER

COASTAL SURVEYING OF TEXAS, INC.
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P O BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377
CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P O BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW SURVEYGALVESTON.COM

Tract 48-A

Being Lot 48 and the North 1/2 of Lot 47 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, of the Map Records and transferred to Plat Record 5, Map No 46, both 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 48, the Southerly line of a Galveston County Drainage Easement and the East line of Nassau Drive (50' R O.W) of said RAMADA BEACH;
THENCE North 64°41'29" East, along the North line of said Lot 48 and the South line of said Drainage Easement, a distance of 105 47 feet (called 105.33 feet) to the Northeast corner of said Lot 48 and the East line of said RAMADA BEACH,
THENCE South 43°51'00" East, along the said East line of RAMADA BEACH, a distance of 69 46 feet to the mid-point of Lot 47 of said RAMADA BEACH,
THENCE South 46°09'00" West, along the mid-line of said Lot 47, a distance of 100.00 feet to the said East line of Nassau Drive,
THENCE North 43°51'00" West, along said East line of Nassau Drive, a distance of 103 00 feet to the PLACE OF BEGINNING.

Tract 47-A

Being the South 1/2 of Lot 47 and the North 1/2 of Lot 46 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, of the Map Records and transferred to Plat Record 5, Map No. 46, both in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Lot 48 and the East line of said RAMADA BEACH,
THENCE South 43°51'00" East, along the said East line of RAMADA BEACH, a distance of 69 46 feet to the mid-point of Lot 47 of said RAMADA BEACH and the PLACE OF BEGINNING;
THENCE continuing South 43°51'00" East, a distance of 56 00 feet to the mid-point of Lot 46 of said RAMADA BEACH,
THENCE South 46°09'00" West, along the mid-line of said Lot 46, a distance of 100.00 feet to the said East line of Nassau Drive,
THENCE North 43°51'00" West, along said East line of Nassau Drive, a distance of 56.00 feet
THENCE North 46°09'00" E, along the mid-line of Lot 47 of said RAMADA BEACH, a distance of 100.00 feet to the PLACE OF BEGINNING

COASTAL SURVEYING OF TEXAS, INC.
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P O BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377
CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P O BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW SURVEYGALVESTON COM

Tract 46-A

Being the South 1/2 of Lot 46 and the North 1/2 of Lot 45 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, of the Map Records and transferred to Plat Record 5, Map No 46, both in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows.

COMMENCING at the Northeast corner of Lot 48 and the East line of said RAMADA BEACH,
THENCE South 43°51'00" East, along the said East line of RAMADA BEACH, a distance of 125 46 feet to the mid-point of Lot 46 of said RAMADA BEACH and the PLACE OF BEGINNING,
THENCE continuing South 43°51'00" East, a distance of 56.00 feet to the mid-point of Lot 45 of said RAMADA BEACH,
THENCE South 46°09'00" West, along the mid-line of said Lot 45, a distance of 100 00 feet to the said East line of Nassau Drive,
THENCE North 43°51'00" West, along said East line of Nassau Drive, a distance of 56.00 feet,
THENCE North 46°09'00" E, along the mid-line of Lot 46 of said RAMADA BEACH, a distance of 100.00 feet to the PLACE OF BEGINNING

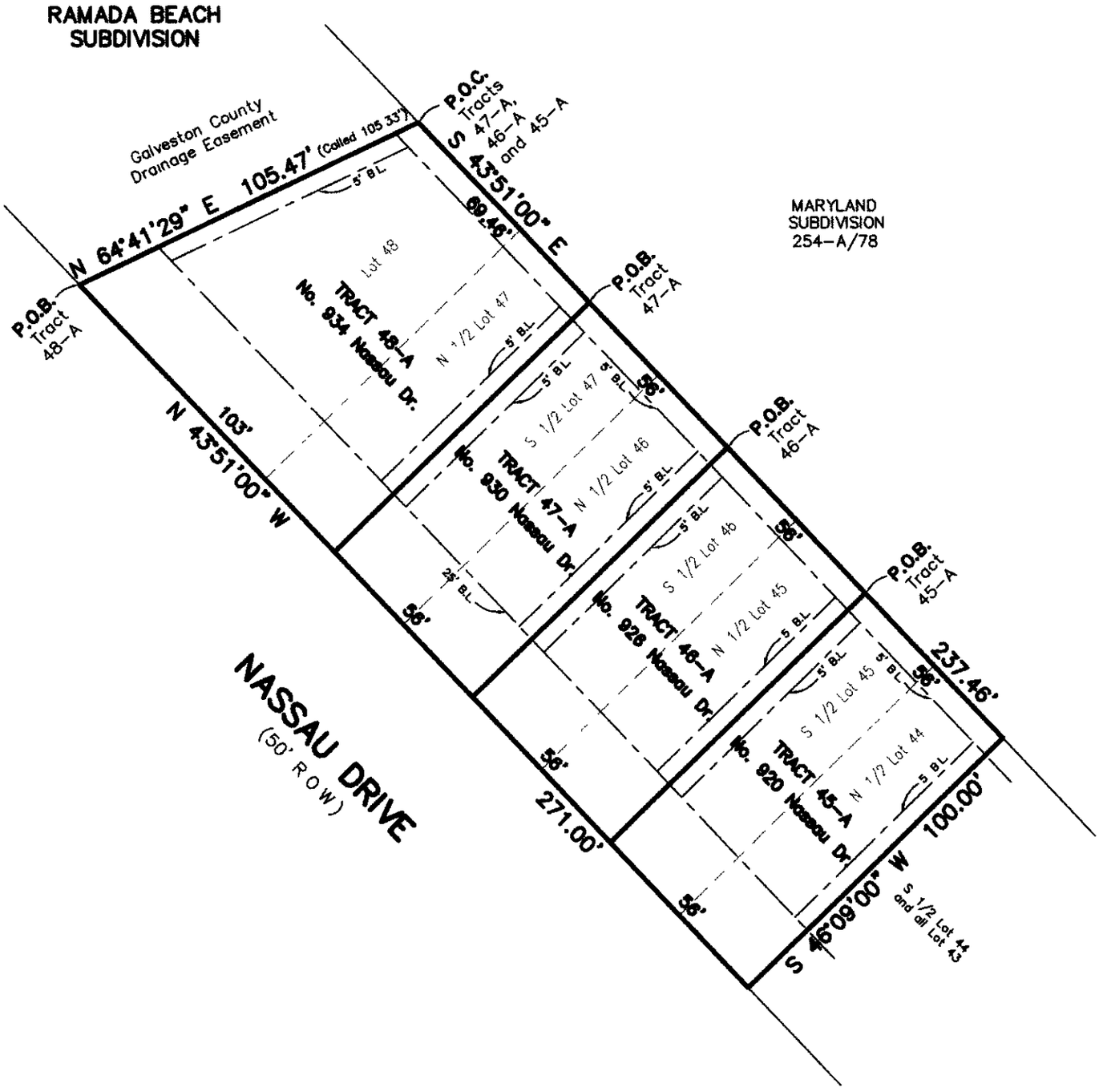
Tract 45-A

Being the South 1/2 of Lot 45 and the North 1/2 of Lot 44 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, of the Map Records and transferred to Plat Record 5, Map No 46, both in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Lot 48 and the East line of said RAMADA BEACH;
THENCE South 43°51'00" East, along the said East line of RAMADA BEACH, a distance of 181 46 fee to the mid-point of Lot 45 of said RAMADA BEACH and the PLACE OF BEGINNING,
THENCE continuing South 43°51'00" East, a distance of 56.00 feet to the mid-point of Lot 44 of said RAMADA BEACH,
THENCE South 46°09'00" West, along the mid-line of said Lot 44, a distance of 100 00 feet to the said East line of Nassau Drive,
THENCE North 43°51'00" West, along said East line of Nassau Drive, a distance of 56.00 feet,
THENCE North 46°09'00" E, along the mid-line of Lot 45 of said RAMADA BEACH, a distance of 100.00 feet to the PLACE OF BEGINNING

EXHIBIT 'B'

SCALE: 1" = 40'



COASTAL SURVEYING OF TEXAS, INC.

GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P.O. BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377

CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112

WWW.SURVEYGALVESTON.COM

CERTIFIED COPY
GALVESTON COUNTY COMMISSIONERS' COURT

RE: AGENDA ITEM NO. 11a

Consideration of application from Terry Kendrick and Daniel Miller to convey a portion of Lots 44, 45, 46, 47 and 48, Ramada Beach on Bolivar Peninsula by metes & 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. 11a

as passed by the Commissioners' Court on the 17th 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 14th 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 TERRY KENDRICK as to the North ½ Lot 44, all of Lots 45 and 46 and the South ½ Lot 47 and DANIEL MILLER as to the North ½ Lot 47 and all of Lot 48, of RAMADA BEACH, and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of the North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH, in Galveston County, Texas, recorded in Plat Record 5, Map No 46, 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

A copy of a survey, with metes and bounds property descriptions, depicting the portion of the North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH, attached hereto as EXHIBIT "A" (pages 1 and 2) and EXHIBIT "B"

1 Only the North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH are to be involved in these conveyances Petitioners are the sole owners of said North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said TERRY KENDRICK and DANIEL MILLER, Petitioners herein

3 Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

4 The petitioners understand 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, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of the North ½ Lot 44, all of Lots 45, 46, 47 and 48 of RAMADA BEACH all as per the survey plat and metes and bounds property description shown in Exhibit "A" (pages 1 and 2) Exhibit "B", attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 29 day of March 2012

Signature
TERRY KENDRICK
1314 Lovely Lane
Deer Park, TX 77536

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner TERRY KENDRICK known 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 29 day of March, 2012

Notary Public-State of Texas

JOANN BOUSE
My Commission Expires
July 16, 2013

EXECUTED this 3rd day of April 2012

Signature
DANIEL MILLER
11603 Canyon Woods
Tomball, TX 77377

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner DANIEL MILLER known 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 3rd day of April, 2012

JAYLENE MILLER
Notary Public, State of Texas
My Commission Expires
July 28, 2013

Notary Public-State of Texas

APPROVED

BY _____ 4/17/12
MARK HENRY
County Judge
Date

ATTEST:

DWIGHT SULLIVAN
County Clerk

12-0340 M&B Application KENDRICK-MILLER

COASTAL SURVEYING OF TEXAS, INC
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P.O. BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377
CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW.SURVEYGALVESTON.COM

Tract 48-A

Being Lot 48 and the North 1/2 of Lot 47 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, of the Map Records and transferred to Plat Record 5, Map No. 46, both 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 48, the Southerly line of a Galveston County Drainage Easement and the East line of Nassau Drive (50' R.O.W.) of said RAMADA BEACH;
THENCE North 64°41'29" East, along the North line of said Lot 48 and the South line of said Drainage Easement, a distance of 105.47 feet (called 105.33 feet) to the Northeast corner of said Lot 48 and the East line of said RAMADA BEACH,
THENCE South 43°51'00" East, along the said East line of RAMADA BEACH, a distance of 69.46 feet to the mid-point of Lot 47 of said RAMADA BEACH;
THENCE South 46°09'00" West, along the mid-line of said Lot 47, a distance of 100.00 feet to the said East line of Nassau Drive,
THENCE North 43°51'00" West, along said East line of Nassau Drive, a distance of 103.00 feet to the PLACE OF BEGINNING.

Tract 47-A

Being the South 1/2 of Lot 47 and the North 1/2 of Lot 46 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, of the Map Records and transferred to Plat Record 5, Map No. 46, both in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Lot 48 and the East line of said RAMADA BEACH,
THENCE South 43°51'00" East, along the said East line of RAMADA BEACH, a distance of 69.46 feet to the mid-point of Lot 47 of said RAMADA BEACH and the PLACE OF BEGINNING;
THENCE continuing South 43°51'00" East, a distance of 56.00 feet to the mid-point of Lot 46 of said RAMADA BEACH;
THENCE South 46°09'00" West, along the mid-line of said Lot 46, a distance of 100.00 feet to the said East line of Nassau Drive,
THENCE North 43°51'00" West, along said East line of Nassau Drive, a distance of 56.00 feet.
THENCE North 46°09'00" E, along the mid-line of Lot 47 of said RAMADA BEACH, a distance of 100.00 feet to the PLACE OF BEGINNING

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

Tract 46-A

Being the South 1/2 of Lot 46 and the North 1/2 of Lot 45 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, of the Map Records and transferred to Plat Record 5, Map No. 46, both in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows.

COMMENCING at the Northeast corner of Lot 48 and the East line of said RAMADA BEACH,
THENCE South 43°51'00" East, along the said East line of RAMADA BEACH, a distance of 125.46 feet to the mid-point of Lot 46 of said RAMADA BEACH and the PLACE OF BEGINNING;
THENCE continuing South 43°51'00" East, a distance of 56.00 feet to the mid-point of Lot 45 of said RAMADA BEACH;
THENCE South 46°09'00" West, along the mid-line of said Lot 45, a distance of 100 00 feet to the said East line of Nassau Drive,
THENCE North 43°51'00" West, along said East line of Nassau Drive, a distance of 56.00 feet,
THENCE North 46°09'00" E, along the mid-line of Lot 46 of said RAMADA BEACH, a distance of 100 00 feet to the PLACE OF BEGINNING

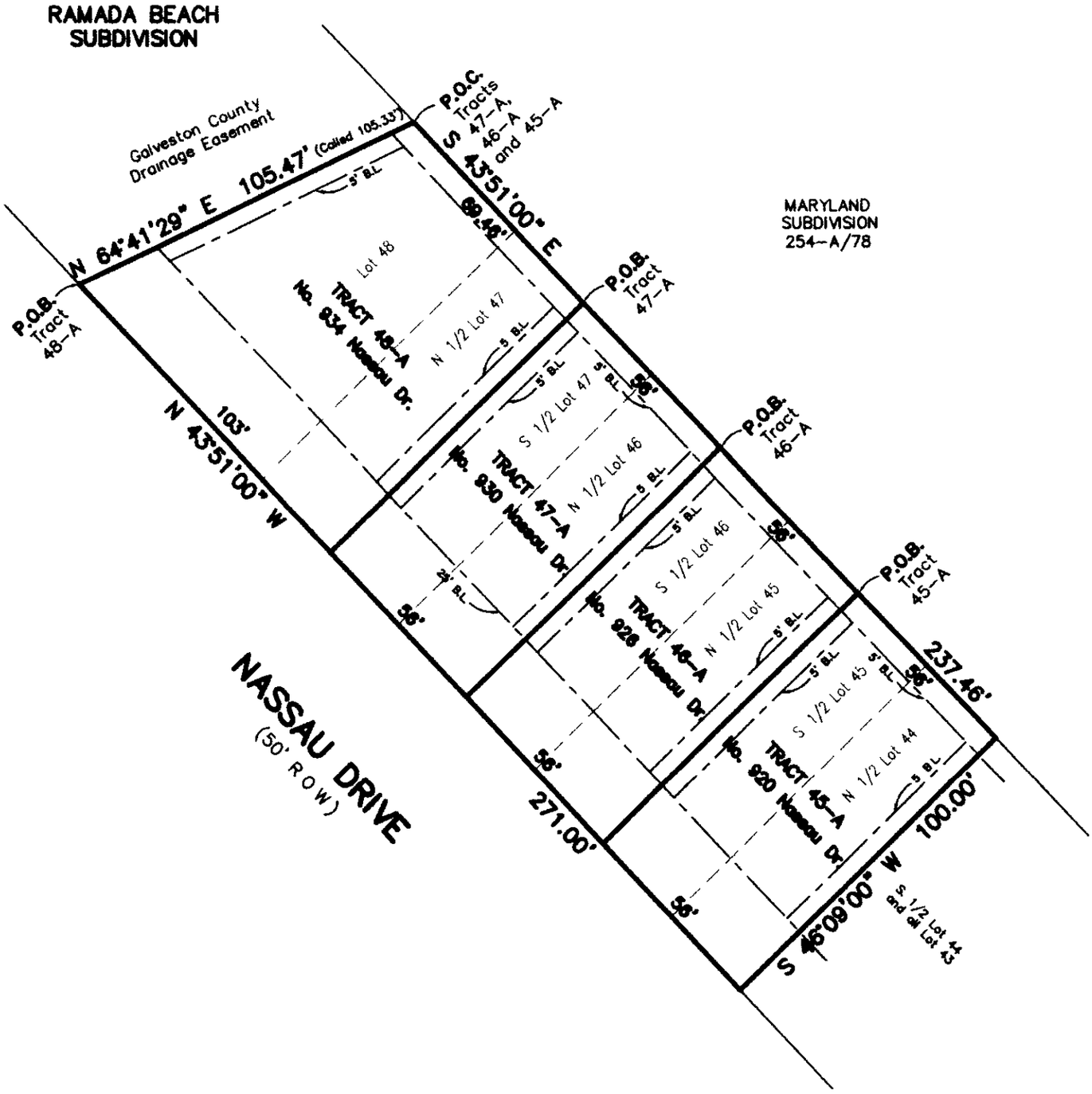
Tract 45-A

Being the South 1/2 of Lot 45 and the North 1/2 of Lot 44 of **RAMADA BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 88, of the Map Records and transferred to Plat Record 5, Map No 46, both in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows.

COMMENCING at the Northeast corner of Lot 48 and the East line of said RAMADA BEACH,
THENCE South 43°51'00" East, along the said East line of RAMADA BEACH, a distance of 181.46 fee to the mid-point of Lot 45 of said RAMADA BEACH and the PLACE OF BEGINNING;
THENCE continuing South 43°51'00" East, a distance of 56.00 feet to the mid-point of Lot 44 of said RAMADA BEACH,
THENCE South 46°09'00" West, along the mid-line of said Lot 44, a distance of 100.00 feet to the said East line of Nassau Drive,
THENCE North 43°51'00" West, along said East line of Nassau Drive, a distance of 56.00 feet;
THENCE North 46°09'00" E, along the mid-line of Lot 45 of said RAMADA BEACH, a distance of 100.00 feet to the PLACE OF BEGINNING

EXHIBIT 'B'

SCALE: 1" = 40'



COASTAL SURVEYING OF TEXAS, INC.

GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P.O. BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377

CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012019735

April 17, 2012 04 34 02 PM

FEE $36 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #11b

On this the 17th 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 O'Brien, Commissioner, Precinct No 2,
Stephen Holmes, Commissioner, Precinct No 3,
Kenneth Clark, Commissioner, Precinct No 4,
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit
Palm Dale subdivision is presently on file with the County Clerk of Galveston County It may be found in Plat Book Number 2007A, Page 31, and

WHEREAS, by the application received on February 27, 2012 attached hereto as Exhibit "A", Louis H Bennett has filed his Petition and Application for permission to revise plat, and

WHEREAS, V T C A , Local Government Code, sec 232 009 requires notice of this application be advertised, and

WHEREAS, by Order of the Commissioners' Court of March 6, 2012, Mike Fitzgerald, County Engineer was directed to give notice of the application by advertising the same in a newspaper of general circulation in Galveston County, and

WHEREAS, pursuant to such Order, notice of the application was published in the Galveston County – The Daily News, a newspaper of general circulation in the county on the following dates, to wit March 19th, March 26th and April 3rd, 2012, and

WHEREAS, the application of Louis H Bennett has once again been this day presented to the Commissioners' Court and

WHEREAS, it appearing that all requirements of V T C A , Local Government Code, sec 232 009 have been met, that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land

BE IT THEREFORE ORDERED, that the application be approved and that Louis H Bennett be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 17th day of April, 2012

COUNTY OF GALVESTON, TEXAS

BY Mark Henry
Mark Henry, County Judge

ATTEST

Dwight D. Sullivan
Dwight Sullivan, County Clerk

AGENDA ITEM #11c

A PERMIT TO INSTALL PAVING AND SIDEWALK AND AMENITY IMPROVEMENTS ON SEAWALL BLVD ASSOCIATED WITH THE GALVESTON ISLAND HISTORIC PLEASURE PIER AT 25TH STREET

To Applicant. Willie G's Post Oak Inc dba Pleasure Pier
1510 West Loop South
Houston, Texas 77550

PERMIT NUMBER SW-12-194

Gentlemen

You are hereby granted authority to install paving and sidewalk and amenity improvements on Seawall Blvd associated with the Galveston Island Historic Pleasure Pier at 25th Street, in accordance with your plans prepared by Martinez, Guy and Maybik, Inc and Mike Treadway Architects, Inc (copy attached as exhibit A) and the terms of this permit

Your authority is granted under the following terms, limitations and conditions

1 Your use of the Permitted Premises is limited to improvements shown on plans prepared by Martinez, Guy and Maybik, Inc. and Mike Treadway Architects, Inc

2 The County does not warrant in any manner that any portion of the Permitted Premises is suitable for the permitted purposes You agree that the areas within the R O W are in good repair You must satisfy yourself that the Permitted Premises is capable of safely being used

3 This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors

4 Any matters relating to this permit shall be addressed to Galveston County Commissioners Court, Attn County Engineer at 722 Moody, Galveston, TX 77550

5 The County may permit parties other than you to have use of the Permitted Premises during the permitted period We will attempt to provide you with the names of such other permitted parties

6 You are fully responsible for all matters pertaining to vehicular & pedestrian traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations You are also responsible for any permits the City of Galveston may require

7 Your operations will be performed without cost or expense to the County

8 You agree to be responsible for all damages to Seawall Blvd, sidewalks, the curbs, the seawall and all areas within the County's Seawall R.O W caused by your vehicles, equipment of operations or by vehicle, equipment or operations of others acting on your behalf The County will determine the extent of such damage and you agree to be bound by this determination

9 You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises resulting from your operations or the operations of others acting on your behalf in an expedient manner

10 You will notify the County 48 hours before beginning and keep the County informed on a daily basis until the work is complete

11 Any use of the Permitted Premises other than improvements shown on plans prepared by Martinez, Guy and Maybik, Inc and Mike Treadway Architects, Inc , requires a new permit

12 You furnish upon Issuance Date the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations, such third party general liability being with bodily injury limits not used less the $250,000 per person, and $500,000 per accident, and property damage limits of not less that $50,000 per accident If you are self insured this does not apply

13 **YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.**

14 All improvements will comply with the Texas Architects Barriers Act and Americans with Disabilities Act

15 All work done by Landry's will be done so it doesn't negatively affect repaving of the remainder of Seawall Blvd later or the drainage on Seawall Blvd You will provide details substantiating this and obtain County concurrence before your project begins

16 Landry's will agree in writing that all work done by Landry's will be maintained by Landry's at no cost to the County and Landry's agrees to remove any and all improvements and restore the Seawall Blvd R O W should Landry's cease to operate or sell or transfer ownership of the Pleasure Pier

17 Landry's acknowledges it does not have exclusive use on any of the Seawall Blvd or any areas with the County's Seawall ROW

18 You agree to these conditions by signing below

19 Landry's agrees to abide by comments received from the US Corps of Engineers

Dated this 17th day of April, 2012

COUNTY OF GALVESTON,

By _____
Mark Henry, County Judge

ATTEST

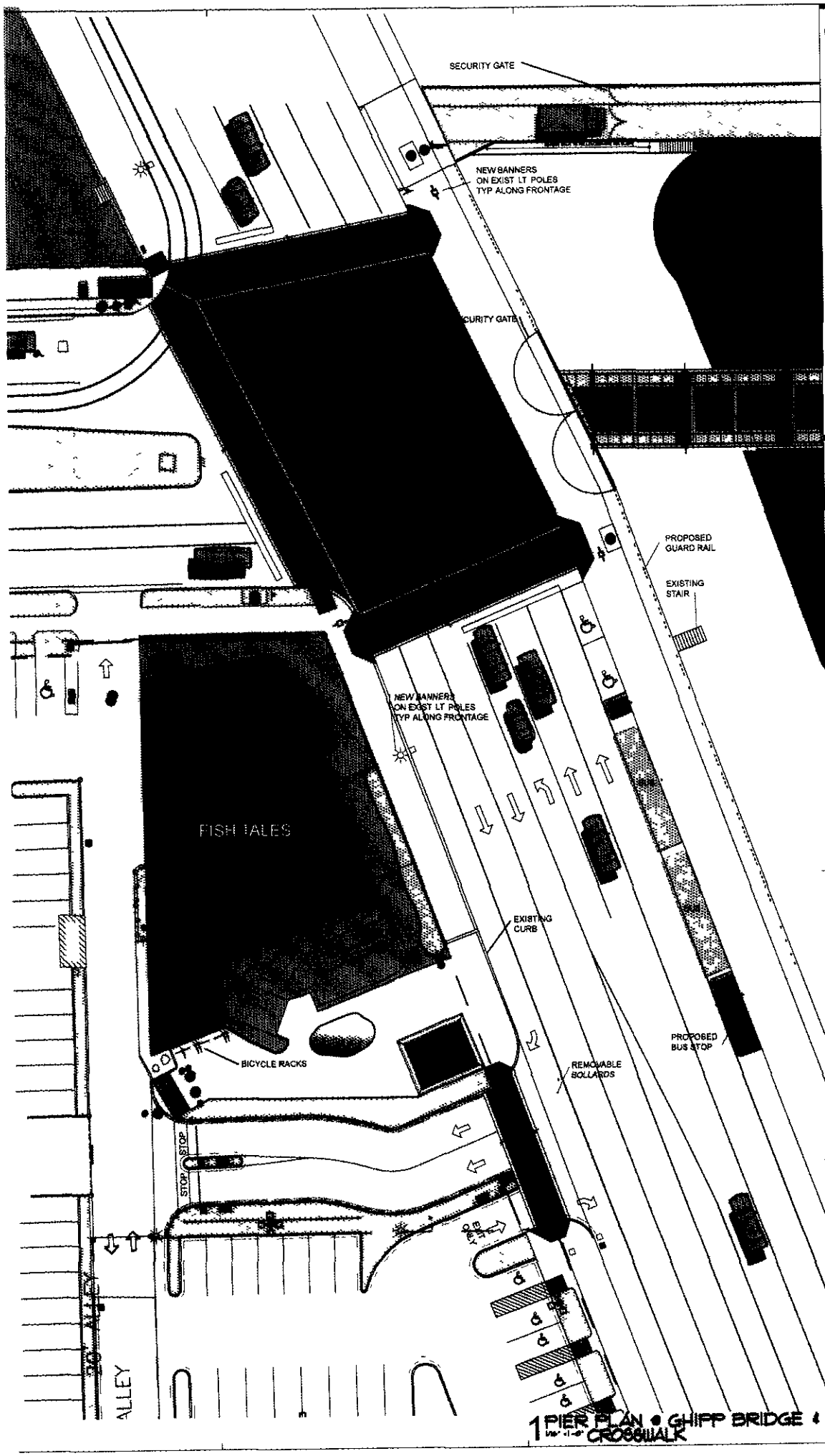
By _____
Dwight Sullivan, County Clerk

Willie G's Post Oak Inc dba Pleasure Pier

By. _____
Signature

Jonathan Greene Project Manager
Printed Name and Title

W seawall2012 permit sw 12 194 landry s.4 3 12



Revision/Issues

12/09/10 ISSUED FOR PRELIM. BUDGET PRICING

MIKE TREADWAY
TEXAS REGISTRATION NO 9110

Copyright © 2010
MTA MIKE TREADWAY ARCHITECTS INC

Landry's RESTAURANTS, INC.

Bridge Permit Package for
Galveston Island Historic Pleasure Pier Amusement Park
Seawall Boulevard Galveston Texas

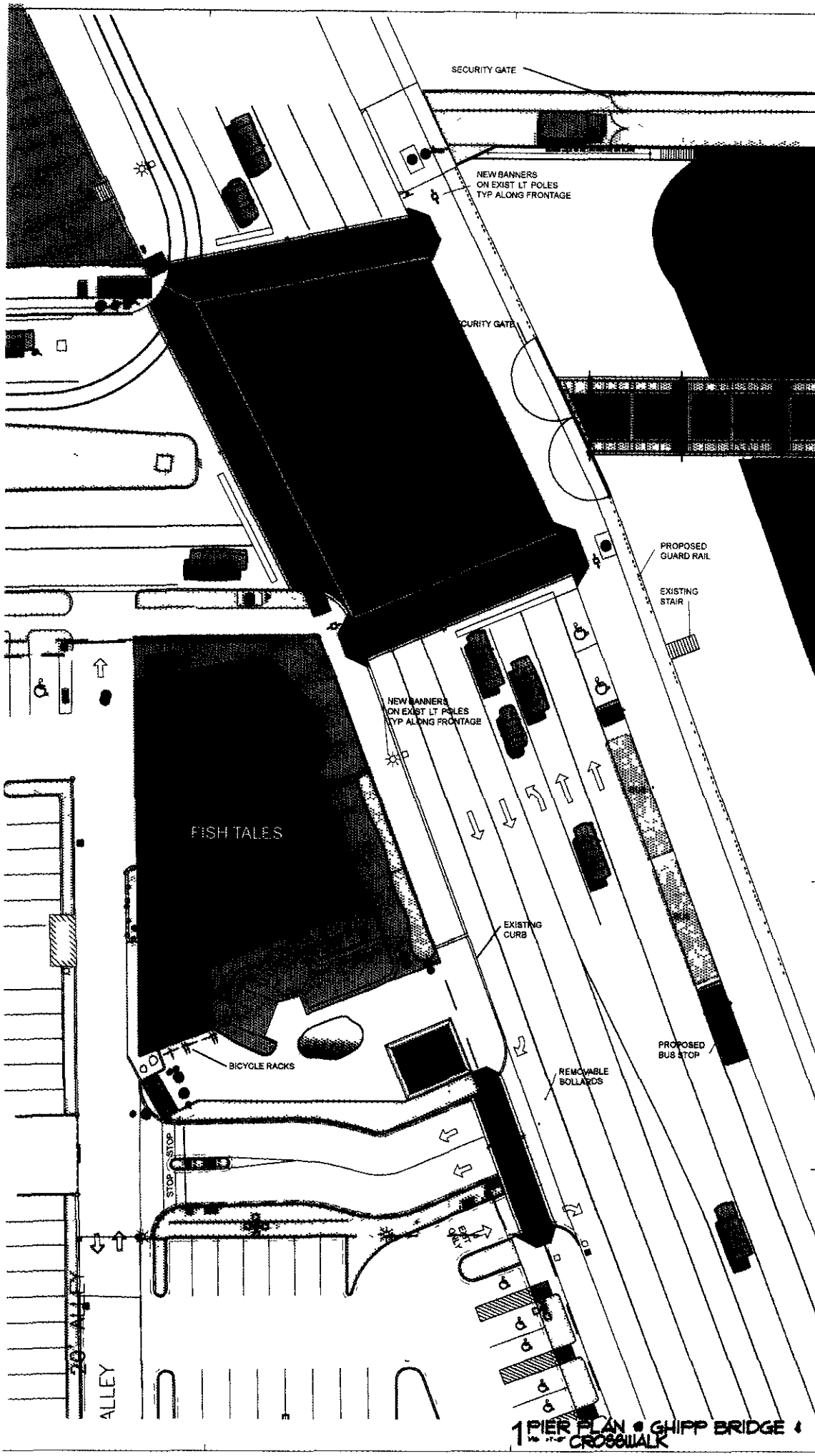
MIKE TREADWAY ARCHITECTS INC
2400 Augusta Drive Suite 100
Houston Texas 77057
713-953-1985

Sheet Title
Pier Plan & GIHPP Bridge & Crosswalk

Project: 10032
Date: 12/03/2010
Drawn: MT
Checked: MT
Sheet

A1.10
OF

1/c



Revision/Issues

12/03/10 ISSUED FOR PRELIM. BUDGET PRICING

MIKE TREADWAY
TEXAS REGISTRATION NO 9110

Copyright ©2010
MTA MIKE TREADWAY ARCHITECTS INC

Landry's RESTAURANTS, INC.

Bridge Permit Package for
Galveston Island Historic Pleasure Pier Amusement Park
Seawall Boulevard Galveston, Texas

MIKE TREADWAY ARCHITECTS INC
2400 Augusta Drive Suite 100
Houston Texas 77057
713-953-1985

MTA

Sheet Title
Pier Plan & GIHPP Bridge & Crosswalk

Project 10032
Date 12/03/2010
Drawn MT
Checked MT
Sheet

A1.10
OF

AGENDA ITEM #11d

Change Order No 2
Hanson Road Improvements (from F M 2094 to Kemah City Limits)

Owner Galveston County
Contractor RW Lucas Construction, LLC
Engineer Travis S Sellers P E

Contract Number 1306-004-00
Purchase Order Number C112164
Bid Number B111048

Work Being Changed

CHANGE IN CONTRACT PRICE

Original Contract Price $364,200 00

Net Change From
Previous Change Orders $1,186 62

Contract Price Prior To
This Change Order $365,386 62

Net Increase/Decrease Of
This Change Order -$25,305 00

Contract Price With All
Approved Change Orders $340,081 62

CHANGE IN CONTRACT TIME

Original Contract Time 90 Days

Net Change From
Previous Change Orders -30 Days

Contract Time Prior To
This Change Order 60 Days

Net Increase/Decrease Of
This Change Order 0 Days

Contract Time With All
Approved Change Orders 60 Days

RECOMMENDED
By _____
Engineer (Consultant)

By _____ Date 4-2-12
Engineer (County Engineer)

APPROVED
County Of Galveston

By _____ Date April 17, 2012
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By _____ Date 3-22-12
Contractor (Authorized Signature)

Dustin Johnson
Printed Name

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
7	132/334	Furnish and Install 2-Inch Temporary Ashpalt Pavement on Selcet Fill, Complete in Place	S Y	$1 00	570 00	$570 00	-1 00	$570 00	-$570 00
9	260/360/421/ 440/530	Construct and Pave 7-Inch Concrete Driveways, Complete in Place	S Y	$40 00	550 00	$22,000 00	-44 00	$40 00	-$1,760 00
22		Traffic Control Deduct one month	MO	$1 00	2,000 00	$1 00	-2000 00	$1 00	-$2,000 00
23		Furnish and Install Block Sodding, Complete in Place	S Y	$4 00	250 00	$1,000 00	-250 00	$4 00	-$1,000 00
24		Furnish and Perform Vegetative Watering, Complete in Place	M G	$50 00	120 00	$6,000 00	-120 00	$50 00	-$6,000 00
25		Extra Select Backfill, Complete in Place	C Y	$15 00	50 00	$750 00	-50 00	$15 00	-$750 00
26		Extra Bank Sand Backfill , Complete in Place	C Y	$18 00	50 00	$900 00	-50 00	$18 00	-$900 00
27		Extra Steel Reinforcing, Complete in Place	LBS	$0 50	1,000 00	$500 00	-1000 00	$0 50	-500 00
28		Extra Haul and Disposal of Excavated Material, Complete in Place	C Y	$12 00	100	$1,200 00	-100	$12 00	-1200 00
29		Extra Class "A" Concrete including Forming, Complete in Place	C Y	$325 00	25	$8,125 00	-25	$325 00	-8125 00
30		Extra Machine Excavation, Complete in Place	C Y	$10 00	100	$1,000 00	-100	$10 00	-1000 00
31		Extra Hand Excavation, Complete in Place	C Y			$1,500 00	-100	$15 00	-1500 00
								TOTAL	($25,305 00)

AGENDA ITEM #12a

Galveston County
Legal Department

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

Galveston Line (409) 770-5562

Houston Line (281) 316-8300

Fax Line (409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

2 April 2012

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

Re Frenchtown Bridge Replacement
Port Bolivar, Texas

Gentlemen

Galveston County and the Texas Department of Transportation entered into an agreement dated December 14, 2009, to replace the Frenchtown Bridge in Port Bolivar with a new structure and approaches The current bridge over Horseshoe Lake is no longer safe and has been closed to traffic since 2005 Under the agreement with the State, the County is responsible for acquiring the necessary right of way for the new bridge and approaches The State will perform the construction

One of the parcels necessary for the construction of the bridge is vested in John R Lewis by virtue of a deed obtained by Mr Lewis on February 28, 1893 The parcel consists of 0 057 acres (2,481 sf) We have been unable to tract down Mr Lewis' heirs and recommend that we file suit to obtain the property through eminent domain

If you are agreeable, please authorize the Legal Department to commence acquire the property through eminent domain proceedings

Sincerely yours,

Barry C Willey

Barry C Willey

cc Comm Patrick Doyle, Precinct 1
Ms Claudette Fickessen, ROW Agent
Mr Mike Fitzgerald, County Engineer

AGENDA ITEM #12b

Chapman, Brandy

From: Reingold, Myrna
Sent: Monday, April 16, 2012 5 11 PM
To: Henry, Mark, Doyle, Patrick, O'Brien, Kevin; Holmes, Stephen, Clark, Ken
Cc: Bazaman, Harvey, Sullivan, Dwight, Chapman, Brandy, Grady, Patricia
Subject: Supporting paperwork - AGenda item number 12-b
Attachments: Agenda Item 12-b 4-17-12 pdf

Dear Members of the Commissioners' Court,

Please see the attachment to this email

Thank you,

Myrna

Galveston County
Legal Department

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

Galveston Line (409) 770-5562

Houston Line (281) 316-8300

Fax Line (409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S Reingold

April 16, 2012

Hon. Mark Henry, Judge
Galveston County, Texas
Galveston County Courthouse
722 Moody, Suite 200
Galveston, Texas 77550

Hon. Patrick F Doyle,
Commissioner, Precinct 1
722 Moody, 1st Floor
Galveston, Texas 77550

Hon. Kevin O'Brien,
Commissioner, Precinct 2
P.O. Box B
Santa Fe, Texas 77510

Hon Stephen Holmes,
Commissioner, Precinct 3
2516 Texas Avenue, Room 121
Texas City, Texas 77590

Hon. Kenneth Clark,
Commissioner, Precinct 4
Galveston County Annex, Suite112
174 Calder Road
League City, Texas 77573

Re April 17, 2012 Commissioners' Court Meeting, Agenda Item # 12(b), relating to grievance procedures under the 2010 County of Galveston Human Resources Policy Manual

Dear Members of the Commissioners' Court,

The County Legal Department is in receipt of a joint request from Kenneth Kaye and Thomas H. Padgett, Jr., seeking to permit the grievance hearings for Robert Powell, Bradley Bricker, and Kirk Greene to be video-recorded and to have a Court Reporter record each of the grievance hearings.[1]

In response, in my legal opinion, the County has discretion on whether to allow grievance hearings to be video-recorded and to have a Court Reporter transcribe the proceedings. As well, the joint request was mailed by Counsel directly to the Grievance Panel – this action is in violation of the 2010 County of Galveston Human Resources Policy and under the policy this action results in a cancellation of the grievance hearings. A memorandum to this effect is enclosed.

Supporting paperwork attached hereto includes.

---

[1] The County already affords both opening statements and closing argument (each with a five (5) minute time limit), thus, this aspect of the Grievants request is not in issue

1.) A copy of correspondence on behalf of the Grievants (includes copy of letter from Thomas H. Padgett, Jr addressed to Grievance Panel with accompanying motion (Grievants' Motion);

2) A memorandum discussing the County's legal authority and identifying pertinent provisions of the 2010 County of Galveston Human Resources Policy Manual, and

3) A copy of Chapter 16 of the 2010 County of Galveston Human Resources Policy Manual;

We wish to thank the Commissioners' Court in advance for its consideration of this agenda item.

Sincerely,

Myrna S. Reingold

Enclosures

Cc with enclosures:

Harvey Bazaman, Director
Galveston County Legal Department

THE LAW OFFICES OF
THOMAS H. PADGETT, JR.
4809 PINE ST.
BELLAIRE, TEXAS 77401
832-335-9134
FAX. 713-664-2049

Thomas H Padgett, Jr
tpadgettlaw@gmail com
www.tpadgettlaw.com

April 3, 2012

James B Smith
3223 Avenue M-1/2
Galveston, Texas 77550

Brent Norris, Director
Galveston County Juvenile Justice Department
6101 Attwater
Dickinson Texas 77539

Gladys Jones
c/o Galveston College Police Academy
4015 Avenue Q
Galveston, Texas 77550

Re Grievance Hearing requested for Brad Bricker, Kirk Greene and Robert Powell

Dear Grievance Panel Members,

Please find attached the Employees' Motion to Accurately Record Grievance Proceedings by Stenographic and Non-Stenographic Means and to Open and Close

A proposed order is also provided

If the Panel Members require any oral argument, both counsels are available to appear in Galveston or by phone

Thank you for your consideration

Very truly yours,

Thomas H Padgett, Jr

Encl
CC Myrna Reingold, Galveston County Legal Department
Kenneth Kaye

BEFORE THE GRIEVANCE COMMITTEE
OF GALVESTON COUNTY

In Re Grievances of:	§
	§
Brad Bricker	§
Kirk Greene, and,	§
Robert Powell	§

EMPLOYEES' MOTION TO ACCURATELY RECORD GRIEVANCE PROCEEDINGS BY STENOGRAPHIC AND NON-STENOGRAPHIC MEANS AND TO OPEN AND CLOSE

Brad Bricker, Kirk Greene and Rob Powell, employees, request that the Grievance Panel and Commissioner's Court permit the recording of the grievance hearings by stenographic and non-stenographic means and request the right to open and close the proceeding

Questions Presented

1 Grievances must be recorded County of Galveston, Human Resources Policy Manual ("Policy"), Ch 16, Section 6, K, at p 81 ("The formal hearing will be recorded on cassette tape to assist the Grievance Panel in their deliberation and for record-keeping ") The best method of recording a formal hearing is to use a court-reporter and video camera The County Attorney objected, cancelled the hearing, and now intends to place the issue before the Commissioner's Court If nothing forbids the employees from making a record, and the recording must be made, are not a court reporter and videographer the best way to preserve an accurate record?

2 The employees have the burden of proof Parties with the burden of proof have the right to open and close If the Galveston County Grievance Procedure does not specifically forbid allowing the employees time following the County's presentation, can the Grievance Panel permit such time?

Factual Background

Mssrs Bricker, Greene and Powell were put on administrative leave in November of 2011 A month later, they were informed that Galveston County, acting through Judge Mark Henry, proposed their termination Each employee filed a proper and timely grievance on the proposed termination The grievance hearings have run into a number of scheduling conflicts, but were set to begin on March 28, 2012

On that day, Employee Greene appeared with a court reporter and videographer with the intent of making an accurate record of the proceeding, as required by the Galveston County Human Resources Policy Manual, Ch 16, Section 6, K, at p 81

The County Attorney forbid any court reporter or videographer and unilaterally cancelled the hearings, declaring that allowing a court reporter and videographer would transform the grievance hearing into a "circus" The County Attorney has placed the issue before the Commissioner's Court on April 17, 2012 The other hearings were postponed as the County Attorney informed counsel that no recording would be permitted

The procedures place the burden of proof on the employees, but allow the County to go last.

Argument and Authorities

The Grievance Panel and Employees Have a Right To An Accurate Record

The grievance hearing is very important to the employees The decision made by the Grievance Panel is equally important Having an accurate record of the proceeding guarantees the rights of the employees and provides an aid to the Grievance Panel in making their decision That is why a recording is mandated by the Policy Manual Galveston County Human Resources Policy Manual, Ch 16, Section 6, K, at p 81

State law provides that "all contested case proceedings" governed by the Texas Administrative Code are to be recorded See, 1 TAC § 155 423 While the employees are not suggesting that the Grievance Panel is specifically governed by the Texas Administrative Code, the Administrative Code is instructive and persuasive

A court reporter has the ability and the professional obligation to accurately record statements in this formal hearing A video recording is a recognized method of recording

statements as well In fact, every session (excluding executive ones) of the Commissioner's Court is video-taped for that very purpose

There is no guarantee that the tape recorder, (actually an old Dictaphone with a single microphone that will not even reach across the table), will function properly or record the hearing accurately Without multiple microphones, it is clearly possible that statements will be missed or recorded inaccurately It is also possible that the tape may be damaged or otherwise compromised

A court reporter and a video recording offer accuracy A transcript and video will protect the record Simply put, there is no good reason why a court reporter and videographer, **paid for by the employees**, should not be permitted to make an accurate record of the hearing Far from transforming the hearing into a "circus," a court reporter and videographer will ensure that an accurate record is made in this formal hearing as required

The Employees Should Have the Right to Open and Close

The employees have the burden of proof Parties with the burden have the right to open and close The right to open and close is a substantial one *Flowers v Flowers*, 397 S W 2d 121, 124 (Tex App – Amarillo 1965, no writ)

Allowing the employees time following the closing argument of the County preserves the right to open and close The employees request that they be permitted a small rebuttal argument of no more than 5 minutes, if they so choose

CONCLUSION AND PRAYER

The employees, along with the Grievance Panel, seek a proper and accurate record The best method to ensure accuracy and the safety of the record is with a court reporter and videographer The Policy Manual mandates recording the hearing Allowing the employees to

pay for a court reporter and videographer does not violate the procedures, it guarantees that the record will be accurately preserved The employees request that they be permitted to bring a court reporter and videographer, at their own expense, to the formal grievance hearing The employees also request a small amount of time to close the grievance in line with the burden that is placed upon them

Respectfully submitted,

Thomas H Padgett, Jr
SBOT 15405420
Federal I.D. No. 11554
4809 Pine St
Bellaire, Texas 77401
Ph 832-335-9134
Fax: 713-664-2049
Email· tpadgettlaw@gmail com

Attorneys for Bricker and Powell

KENNETH KAYE * SIGNED WITH PERMISSION THP

Kenneth Kaye
SBOT 11124000
1101 West Main, Suite P
League City, Texas 77573
Ph 281-332-3508
Fax 281-332-4526

Attorneys for Greene

CERTIFICATE OF SERVICE

This certifies that a true and correct copy was provided to the Galveston County Attorney Myrna Reingold by mail and electronically on this 30 day of APRIL, 2012

Thomas H Padgett. Jr

BEFORE THE GRIEVANCE COMMITTEE
OF GALVESTON COUNTY

In Re Grievances of:	§
	§
Brad Bricker	§
Kirk Greene, and,	§
Robert Powell	§

ORDER

The Grievance Panel hereby orders that the Employees have the right to record the grievance hearing by stenographic and non-stenographic means.

The Grievance Panel hereby orders that the Employees have the right to open and close and will be permitted rebuttal of no more than five minutes following the conclusion of the argument of Galveston County

Signed this _____ day of _____, 2012

_____

James B Smith

_____

Brent Norris

_____

Gladys Jones

To: Members of the Galveston County Commissioners' Court

From: Myrna S Reingold

Re Interpretation of Chapter 16 of the 2010 County of Galveston Human Resources Policy Manual and Consequences of Violation of Section 6(H)

Date April 16, 2012

Memorandum

1.) Issues

The Commissioners' Court retains full discretion to refuse to allow grievance hearings to be recorded by a Court Reporter and to be recorded by a video-camera and should deny Grievants' request.

Grievants have mailed their request directly to the members of the Grievance Panel, thereby violating Subsection 6(H) of the 2010 County of Galveston Human Resources Policy Manual, thus resulting in a cancellation of the grievance hearings and automatic upholding of the discipline.

2.) Factual Background

The following facts are involved in the present dispute Each Grievant herein timely filed their request for a grievance hearing subsequent to their respective termination of employment and in accordance with requirements of Chapter 16 of the 2010 County of Galveston Human Resources Policy Manual Subsequently, some scheduling conflicts occurred, but each grievance was ultimately set for hearing.

The grievance hearing for Kirk Greene (Grievant Greene) was set to be held on March 28, 2012, beginning at 9:00 a.m ; the grievance hearing for Bradley Bricker (Grievant Bricker) was set to be heard on April 9, 2012, beginning at 9·00 a m , and the grievance hearing for Robert Powell (Grievant Powell) was set to be heard on April 9, 2012, beginning at 1 00 p.m.

However, on March 28, 2012, Kenneth Kaye, Attorney for Grievant Greene, appeared at approximately 8 35 a m and prior to the appearance of his client, prior to the appearance of Counsel for Grievants' Powell and Bricker, and prior to the appearance of any other grievance witness, with a Court Reporter accompanying him, and the videographer arrived approximately 10-15 minutes later

Counsel for Grievant Greene, almost immediately upon entering into the premises of the County Legal Department, directed the Court Reporter to set-up Upon becoming aware of this, Mr

Kaye was told, by this writer, that the County did not agree to a Court Reporter or an audio videographer and advised that the Court Reporter was not to set-up. Despite being told this, Counsel for Grievant Greene again told the Court Reporter to set-up, wherein I told the Court Reporter to not set-up This dialogue with conflicting instructions to the Court Reporter ensued back and forth a few times while increasing in intensity Counsel for Grievant Greene relayed that he did not think that County Legal had the authority to say "no" and advised that he believed the Grievance Panel had this authority

I then advised Mr. Kaye that the County would agree to argue the question of whether to permit the Court Reporter and the videographer to the Grievance Panel, but that in the interim the Court Reporter was not to set-up (the videographer had not arrived as yet, but he was not to set-up either). I advised that we could argue this to the Grievance Panel and that if the Grievance Panel said yes, then we could take a short recess to allow the Court Reporter and videographer to set-up. Counsel for Grievant Greene did not agree to this as he wished to have even this argument be recorded by both a Court Reporter and a videographer In the interim, although the Court Reporter determined to not to begin to set-up as yet, the videographer arrived and at Counsel for Grievant Greene's direction, began to set-up to record Counsel for Grievant Greene persisted in these unilateral actions, thereby attempting to deprive the County of the ability to control its own premises in a personnel matter.

Finally, although Counsel has been previously advised that filings are to be made to the County Legal Department, Counsel for Grievant mailed their letter and accompanying motion directly to members of the Grievance Panel

Thus, these actions raise the question of what control of premises the County may impose during grievance hearings, which are personnel proceedings, and the interpretation of the relevant provisions of Chapter 16

3.) Discussion

The Commissioners' Court retains authority over whether to allow grievance hearings to be recorded by a videographer and by a court reporter, and should refuse to allow grievance hearings to be recorded by a Court reporter and to be recorded by a video-camera

The County's grievance proceedings exist exclusively pursuant to Order of the Commissioners' Court and the Commissioners' Court retains inherent authority to place restrictions and limitations on such proceedings. The intent of the grievance system is to help resolve conflicts or disputes, and not to generate premature depositions Indeed, as proposed by Grievants, the very apparent and thinly-disguised goal is to generate records for later use in litigation. *See generally* Tex R Civ P 203

Indeed, in JM-351, the Texas Attorney General formally opined that a commissioners' court had authority to prevent the videotaping of its meetings held pursuant to the Open Meetings Act,

stating "[*I*]*n the absence of a specific provision permitting a member of the public to record its meetings by videotape*, the commissioners court may prevent the videotaping of its meetings held pursuant to the Open Meetings Act " Op Tex. Att'y Gen JM-351 1985) (emphasis added). Subsequent to JM-351 and in complete harmony with the essence of the opinion, the Open Meetings Act was amended and now statutorily, videotaping of open meetings is allowed *See* Tex. Gov't Code Ann. § 551 023(a). Thus, JM-351 remains a good opinion.

Likewise, in *Johnson v. Adams*, a federal District Court held that even the First Amendment of the United States Constitution does not mandate that videotaping of open meetings of a commissioners court be allowed. *See Johnson v Adams*, 629 F Supp 1563, 1564-65 (E D Tex 1986)

The Open Meetings Act was subsequently amended and thus videorecordings of open meetings by a member of the public is allowed However, these authorities reinforce and support the ability of a commissioners court to retain authority to control its premises – including the ability to restrict recording

Moreover, in this instance, the County wishes to control its premises during an administrative/personnel hearing. Grievance hearings are not open meetings *See City of Austin v Evans*, 794 S W 2d 78, 82-84 (Tex App —Austin 1990, no writ).

Accordingly, the County has ample authority to restrict or prohibit the use of videographers and stenographers during grievance hearings. These hearings are administrative in nature Grievants point to no source of authority requiring the Commissioners' Court to allow the usage. The use of such recording is not consistent with the intent and purpose for grievance hearings and should not be allowed

Chapter 16, Section 6(K), of the 2010 County of Galveston Human Resources Policy Manual states, "[t]he formal hearing will be recorded on cassette tape to assist the Grievance Panel in their deliberation and for record-keeping purposes " The County, in accordance with this provision, has audio recorded past grievance hearings on a cassette tape. The County is not opposed to providing the Grievants with a copy of this audio recording, or to permitting the Grievants to bring their own audio-recorder into the proceedings and thus make their own audio-recording, or to accommodate both such requests, at the choice of the Grievants.

Moreover, Counsel for Grievants have violated Chapter 16, and the violation, mandatorily, results in the cancellation of the grievances and the upholding of the terminations of employment. Counsel for Grievants have mailed the enclosed cover letter and motion directly to the members of the grievance panel

In this regard, Section 6(H) of Chapter 16 clearly states· "Grievants may not contact or communicate with any member of the Grievance Panel during the grievance process except in response

to a direct question. A violation of this rule will result in cancellation of the hearing and automatic upholding of disciplinary action."

As well, under Chapter 16, it is readily apparent that correspondence is to be filed in the County Legal Department with later distribution through the Legal Department. Section 6(F) of Chapter 16 provides, inter alia, that "written notice of the date of the hearing and a copy of the grievance will be sent to all involved persons, including the Grievance Panel, at least five days prior to the date of the hearing, by the County Legal Department."

In accord, Section 6(G) states, "[a] list of the witnesses and a copy of the documentary evidence must be delivered to the County Legal Department by noon five (5) working days prior to the date of the hearing for distribution to all involved persons...."

Likewise, Section 6(M) states, "[t]he recommendation will be given or mailed by the Chair of the Grievance Panel to the County Legal Department for distribution to the Department Head "

In sum, Grievants have violated Section 6(H) of Chapter 16, and this Section further provides that a "violation of this rule will result in cancellation of the hearing and automatic upholding of disciplinary action "

Finally, opportunity for opening statements and closing arguments have been provided in past grievance hearings Thus, the County is not opposed to Grievants' request to perform opening statements and closing argument – this practice is already in effect, with both sides afforded the opportunity to present opening statements and closing argument (Grievant proceeds first).

4.) Conclusion

In conclusion, the Commissioners' Court has clear authority to restrict or prohibit the use of stenographic and video-recording in grievance hearings Affording the request comes with associated issues. Moreover, Grievants have violated Subsection 6(H) of Chapter 16 of the 2010 County of Galveston Human Resources Policy Manual, pursuant to which the Grievants' actions have resulted in a cancellation of the grievance hearings and automatic upholding of the termination of employment on each of the Grievants.

CHAPTER 16
GRIEVANCES

Section 1. **Purpose**

The Grievance System is meant to help resolve conflicts or disputes at the lowest administrative level possible. The objective is to process the grievable personnel action as quickly as is practical.

Section 2. **Non-Grievable Personnel Action**

An Employee may submit any complaint about non-grievable personnel actions to the County's Human Resources Director. The Human Resources Director should review the complaint, determine whether there is a legitimate reason for dissatisfaction by the Employee, and take appropriate actions based on the nature of the complaint. Appropriate actions might be a discussion of the problem with the other persons implicated if it involves Employee relationships, or correction of an error in the recording of benefits or compensation received.

Section 3. **Anti-Retaliation Provision**

No Employee should ever be discriminated against, harassed, intimidated, or suffer any reprisal as a result of filing a grievance or participating in the investigation of a grievance by providing information, testimony or assistance.

Section 4. **Grievance Panel**

A. Commissioners Court. One member will be appointed by United Steelworkers 13-1 (USW).. The two appointees will then choose a third member who shall also serve as the Chair of the Panel.

B. Grievance Panel members will serve for a period of one (1) year or until their respective successors are appointed.

Section 5. **Eligibility**

A Regular Employee who has been such for a minimum of 12 consecutive months and who is thereafter suspended, demoted or dismissed may request the matter be considered by the County Grievance Panel. No person who is disciplined during their introductory period, affected by a Reduction-in-Force, or absent from the work place in excess of six (6) months (cumulative) during a period of 12 consecutive months may utilize the grievance system.

Section 6. **Time Limits and Procedure**

A. The maximum relief which may be obtained by a grievant through the grievance process is reinstatement to their former position and restoration of lost salary and benefits. The Grievance Panel may not recommend transfer to another department, or to another position in the same department.

B. An Employee must file a grievance within five calendar days after the date of the grievable occurrence. The Employee must submit the request for a grievance to the County Legal Department by no later than 5:00 p.m. of the fifth day. The Employee's request must state why the Employee disagrees with the disciplinary action that was taken and the relief sought.

C. IF AN EMPLOYEE FAILS TO MEET THE FILING TIME LIMITS, THE EMPLOYEE LOSES THEIR RIGHT TO USE THE GRIEVANCE SYSTEM. But, where it has been impossible for the individual to observe the time limits, the grievant may request the County Legal Department to waive the time limits, stating the reasons the time limits should waived. Failure to grant this request is not a grievable action.

D. A vacant position created by a dismissal should not be permanently filled until the Grievance Panel has made its recommendation and the Department Head their decision.

E. The Grievance Panel will conduct the hearing. Grievants may be represented by a Union Representative or Attorney. Presentations must be relevant and will be limited to 45 minutes for the grievant and 45 minutes for management unless the Panel decides to grant an extension of time. No cross is permitted. Loud and abusive language by any of the participants in the formal hearing process will not be allowed and will be grounds for removal from the hearing. The grievant will present his case first.

F. Grievance hearings should be held within thirty (30) days after the grievance is filed. Written notice of the date of the hearing and a copy of the grievance will be sent to all involved persons, including the Grievance Panel, at least five days prior to the date of the hearing, by the County Legal Department.

G. The grievant and the Department Head will be permitted to present documentary evidence and the testimony of witnesses at the hearing.. County Employees named as witnesses by either the grievant or County Legal must attend the hearing. Witnesses shall be limited to testimony relevant to the incident leading to the discipline being grieved. No character witnesses or observers are permitted to attend the hearing. A list of the witnesses and a copy of the documentary evidence must be delivered to the County Legal Department by noon five (5) working days prior to date of the hearing for distribution to all involved persons, including the Grievance Panel. Other witnesses and documents will not be admitted.

H. Grievants may not contact or communicate with any member of the Grievance Panel during the grievance process except in response to a direct question. A violation of this rule will result in cancellation of the hearing and automatic upholding of disciplinary action.

I. The Grievance hearing is not to be used as a forum for personal attacks against management and/or coworkers.

J. The County's Human Resources Director or her designee should be in attendance or readily available by telephone and should serve as a resource of information to the Grievance Panel. The Director does not have a vote.

K. The formal hearing will be recorded on cassette tape to assist the Grievance Panel in their deliberation and for record-keeping purposes.

L. At the end of the hearing, the Grievance Panel will deliberate and make a recommendation. Recommendations should be made on the same day the grievance is held. If the Grievance Panel decides it is necessary, the deliberations may be continued as reasonably necessary.

M. The recommendation will be given or mailed by the Chair of the Grievance Panel to the County Legal Department for distribution to the Department Head. The Department Head has the sole discretion whether to follow the recommendation. The Department Head will advise the Grievant of their decision as soon as is reasonably practical.

Section 7. Grievance Hearing Guidelines

The following guidelines have been adopted by the County Grievance Panel to help the grievance hearing process move efficiently and effectively.

A. The Grievance Panel will keep each hearing to a maximum of 1 ½ hours.

B. Presentations of testimony should be brief and relevant. Relevant means specifically related to the incident from which the disciplinary action arose or the Grievant's prior work performance which was considered by the Supervisor in taking the disciplinary action.

C. Witnesses should only be called to provide testimony that is relevant to the incident leading to the grieved discipline. Character witnesses will not be permitted.

D. The Grievance Panel may impose sanctions to control the hearing process. This sanction authority includes the power to dismiss witnesses and to terminate the hearing.

E. Loud, abusive or profane language will not be permitted.

F. The Grievant may represent their self or be represented by an attorney or a Union Representative. The County will be represented by the County Legal Department.

G. The Grievant and the Supervisor will be given an opportunity to present documents and witnesses to support their position. Presentations, including openings and closings, are limited to a sequential 45 minutes for the Grievant and 45 minutes for the Supervisor. No cross examination is permitted. The Grievant will begin the process.

H. Grievance Panel members may ask questions of any person in attendance.

I. Witnesses for each party will not be permitted to remain in the room in which the grievance hearing is being conducted. They will be summoned as needed.

J. After the conclusion of closing arguments, the Grievance Panel will deliberate and make a recommendation to the Employer for distribution to all parties.

K. A written copy of the Employer's response to the recommendations will be sent to each Grievance Panel Member.

AGENDA ITEM #13a

CONSOLIDATED
TELECOM
SERVICES

CTS CONSOLIDATED TELECOM SERVICES, LLC
204 Texas Avenue, Suite A
Round Rock, Texas 78664
PO Box 2110
Round Rock, Texas 78680
P 512 279 5950
F 512 852 7866

March 21, 2012

Mr John Simsen
Emergency Management Coordinator
1353 FM 646 West, Suite 101
Dickinson, Texas 77539

Proposal for Engineering Services related to the Proposed Galveston County Tower Site DIR Contract DIR-SDD-1020

Mr Simsen

CTS is please to submit this proposal for engineering services related to the proposed Galveston County Tower Site located in Galveston, Texas This proposal assumes future construction of a 300ft self supporting tower structure and an elevated platform (+15MSL) to support a 12'x32' prefabricated concrete equipment shelter and two (2) 1,000 gallon LP fuel tanks

We understand that Galveston County is currently in process of acquiring FAA aeronautical studies, and that FCC coordination and licensing will also be handled by the District The scope of work described in this proposal will result in a permitted set of construction drawings and a firm fixed price for construction of the tower, shelter and related infrastructure

Deliverables

Boundary and Design Survey – CTS will provide a design survey of the site area including a 1ft topographic contour map and utility locations based on information provided by local utility providers

Geotechnical Investigation – CTS will provide a geotechnical investigation and report recommendations required for the design of the self supporting tower foundation and the elevated platform required for the shelter and LP tank

National Environmental Policy Act (NEPA) – CTS will provide a NEPA report for the telecommunications site

Construction Drawings - CTS will provide sealed construction drawings for the telecommunications site, and will coordinate the permitting process for approval of the drawings through both Galveston County and the City of Galveston Galveston County will assume responsibility for paying fees related to permitting

Construction Quote – Using other deliverables provided in this Proposal, CTS will submit a quote to Galveston County in a format that will comply with pricing based on CTS's DIR Contract DIR-SDD-1020

Milestone Payment Dates

The Total Fee for engineering services associated with this project is $30,000 00 CTS will submit invoices to Galveston County for the Milestones shown below This Proposal assumes that Galveston County can provide payment in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act

Milestone	Invoice %
Notice to Proceed	50%
Completion of Construction Design	90%
Construction Permit Obtained	100%

Schedule

CTS will initialize the NEPA and geotechnical investigations upon authorization of this Proposal by Galveston County The table below illustrates CTS's typical approach to the Scope of Work The schedule will be updated weekly and communicated with Galveston County

Approximate Schedule of Tasks	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Survey	■	■	■	■								
NEPA Process	■	■	■	■	■	■						
Geotechnical Investigation (Prep / Field Work)			■	■								
Geotechnical Analysis and Recommendation					■	■						
Preliminary Design							■	■				
Finalize PE Stamped Construction Drawings									■	■		
Construction Permitting*											■	■
Finalize Construction Quote												■

**This Proposal assumes that jurisdictional permitting can be completed within 4 weeks and with minimal design modifications*
**This Proposal assumes that the NEPA report can be completed within 6 weeks and that no additional reports will be necessary*

Statement of Work Acceptance

By signing below, Galveston County accepts the scope of work provided including but not limited to assumptions, responsibilities and payment terms listed herein

For the County·

Mark Henry, County Judge

Print Name and Title

Signature

April 17, 2012
Date

ATTEST:

Dwight D. Sullivan
County Clerk

For CTS Consolidated Telecom Services·

Pam Faver President
Print Name and Title

Signature

4/4/12
Date

CONSOLIDATED
TELECOM
SERVICES

CTS CONSOLIDATED TELECOM SERVICES, LLC
204 Texas Avenue, Suite A
Round Rock, Texas 78664

PO Box 2110
Round Rock, Texas 78680

P 512 279 5950
F 512 852 7866

March 21, 2012

Mr John Simsen
Emergency Management Coordinator
1353 FM 646 West, Suite 101
Dickinson, Texas 77539

Proposal for Engineering Services related to the Proposed Texas City Tower Site DIR Contract DIR-SDD-1020

Mr Simsen

CTS is please to submit this proposal for engineering services related to the proposed Galveston County Tower Site located in Texas City, Texas This proposal assumes future construction of a 300ft to 400ft (TBD) self supporting tower structure and an elevated platform (+15MSL) to support a 12'x32' prefabricated concrete equipment shelter and two (2) 1,000 gallon LP fuel tanks

We understand that Galveston County is currently in process of acquiring FAA aeronautical studies, and that FCC coordination and licensing will also be handled by the District The scope of work described in this proposal will result in a permitted set of construction drawings and a firm fixed price for construction of the tower, shelter and related infrastructure

Deliverables

Boundary and Design Survey – CTS will provide a design survey of the site area including a 1ft topographic contour map and utility locations based on information provided by local utility providers

Geotechnical Investigation – CTS will provide a geotechnical investigation and report recommendations required for the design of the self supporting tower foundation and the elevated platform required for the shelter and LP tank

National Environmental Policy Act (NEPA) – CTS will provide a NEPA report for the telecommunications site

Construction Drawings - CTS will provide sealed construction drawings for the telecommunications site, and will coordinate the permitting process for approval of the drawings through both Galveston County and the City of Texas City Galveston County will assume responsibility for paying fees related to permitting

Construction Quote – Using other deliverables provided in this Proposal, CTS will submit a quote to Galveston County in a format that will comply with pricing based on CTS's DIR Contract DIR-SDD-1020

Milestone Payment Dates

The Total Fee for engineering services associated with this project is $30,000 00 CTS will submit invoices to Galveston County for the Milestones shown below The Proposal assumes that Galveston County can provide payment in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act

Milestone	Invoice %
Notice to Proceed	50%
Completion of Construction Design	90%
Construction Permit Obtained	100%

Schedule

CTS will initialize the NEPA and geotechnical investigations upon authorization of this Proposal by Galveston County The table below illustrates CTS's typical approach to the Scope of Work The schedule will be updated weekly and communicated with Galveston County

Approximate Schedule of Tasks	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Survey	■	■	■	■								
NEPA Process	■	■	■	■	■	■						
Geotechnical Investigation (Prep / Field Work)			■	■								
Geotechnical Analysis and Recommendation					■	■						
Preliminary Design							■	■				
Finalize PE Stamped Construction Drawings									■	■		
Construction Permitting*											■	■
Finalize Construction Quote												■

**This Proposal assumes that jurisdictional permitting can be completed within 4 weeks and with minimal design modifications*
**This Proposal assumes that the NEPA report can be completed within 6 weeks and that no additional reports will be necessary*

Statement of Work Acceptance

By signing below, Galveston County accepts the scope of work provided including but not limited to assumptions, responsibilities and payment terms listed herein

For the County:

Mark Henry, County Judge

Print Name and Title

Signature

Date 4/17/12

ATTEST:

Dwight D. Sullivan
County Clerk

For CTS Consolidated Telecom Services:

Pam Faver President

Print Name and Title

Signature

Date 4/4/12

AGENDA ITEM #13b

Contractor Science Applications International Corporation (SAIC)
Client Galveston County (COUNTY)
Project: FEMA Severe Repetitive Loss Elevation Project Implementation, Phase III
Effective Date: April 20, 2012

The services to be provided under this Task Order are in furtherance of and better define the terms and conditions of the Professional Services Agreement, Contract No B091014, between Science Applications International Corporation, the successor in interest to Beck Disaster Recovery, Inc, and Galveston County, dated December 2, 2008

SCOPE OF WORK

The County and SAIC agree that SAIC will provide financial recovery services related to the Severe Repetitive Loss (SRL) Grant Program described in the scope of work attached as Exhibit A

COMPENSATION:

This task order represents the FEMA Severe Repetitive Loss Elevation Project Implementation Phase III which is based upon the outcome of the completed Phases I and II of Task Order No 2011-1_FEMA SRL

I. SRL Grant Administration

The fees for the SRL Grant Program administrative services will be billed on the actual hours of services multiplied by SAIC's billing rates plus reasonable non-labor expenses All non-labor expenses (including travel, lodging, meals and other direct project expenses) will be billed to the County at cost, without mark-up and mileage will be invoiced at the federally published rate at the time the expenses are incurred Supporting documentation of both project expenses and time sheets in a format acceptable to the County Auditor will accompany each invoice Payment of invoices will be made by County in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act SAIC anticipates utilizing the positions listed in the table below with a not-to-exceed amount of five (5%) percent of the grant award amount or one million, seven hundred twenty-three thousand, seven hundred ninety-nine ($1,723,799 90) dollars and ninety cents based on actual costs

The table below provides SAIC's billing rates

Positions	Hourly Rate
Principal in Charge	$275 00
Program Manager	$225 00
Deputy Program Manager/Project Manager	$180 00
Grant Management Specialist	$150 00
Construction Manager	$145 00
Engineer	$140 00
Project Controls Manager	$130 00
IT Document Control Manager	$125 00
Estimator	$115 00
Documentation Specialist	$110 00
Field Supervisor	$90 00
Analytical Aide/Assistant	$85 00
Assistant	$65 00

II. Per Parcel Project Management

Fees associated with the processing of each parcel will be applied to individual properties and billed on a per-parcel basis SAIC will invoice up to $7,000 per individual elevation project broken down into five draws as

follows Upon presentation of the mitigation offer to the applicant, SAIC will invoice the County an initial fee of three thousand, five hundred ($3,500.00) dollars per parcel SAIC will then invoice the County four (4) eight hundred seventy-five ($875.00) dollars progress fees upon SAIC's submission of a Grant compliance inspection report in support of the following construction milestones 1 acceptance of new foundation system, 2 acceptance of home reattachment, 3 final acceptance of construction, and 4 project closeout (issuance of certificate of occupancy)

III. Increased Cost of Compliance (ICC) Claim Processing

A portion of eligible properties will qualify for National Flood Insurance Program (NFIP) ICC funds to cover the ten (10%) percent local share SAIC will be responsible for managing the ICC claims process for each eligible homeowner at a flat fee of one thousand ($1,000.00) per claim. SAIC understands the County has applied for Disaster Recovery Enhancement Fund (DREF) in the Community Development Block Grant (CDBG) Round 2 2

The proposed cost for handling ICC claims does not include the creation of CDBG-compliant files Should the County request SAIC to create such files, an additional fee will be negotiated

PROJECT COST SUMMARY.

SAIC has developed the following budget based on key assumptions as detailed in the Scope of Services for Phase III – SRL Project Implementation

Task	Estimated Cost
Task 1 SRL Grant Administration	$ 1,723,799 90
Task 2 Per Parcel Project Management	$ 1,015,000 00
Task 3. ICC Claim Processing	$ 94,000 00
Total Not-to-Exceed	**$ 2,832,799.90**

Approved by:

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Signature
Name Edward Ehrich
Title Contracts Manager
Date April 9, 2012

GALVESTON COUNTY, TEXAS

Signature
Name Mark A Henry
Title County Judge
Date 4/10/12

Attest
Dwight D Sullivan
County Clerk

Scope of Services – Phase III SRL Project Implementation

On September 23, 2011, Galveston County was awarded funding for the Fiscal Year 2011 SRL grant provided to the Texas Water Development Board (TWDB) by FEMA. The total grant award for Galveston County is $34,475,997 08, of which the federal share of funding is $31,028,396.97 SRL Project Implementation focuses on the implementation and administration of these funds to elevate flood-prone structures located within the jurisdiction of Galveston County and participating incorporated areas therein

SAIC, with County oversight, will manage specific aspects of the grant These services will include (1) SRL grant program administration, (2) per-parcel project management, and (3) an ICC claim management process (where applicable)

Task 1. SRL Grant Program Administration

Grant administration costs are defined as services performed by SAIC that cannot be directly attributable to any single home elevation project (e g , indirect costs) These are general administration costs attributed to the overall management of the grant Pursuant to the Hazard Mitigation Grant Program (HMGP) guidance developed by FEMA, these costs cannot exceed five percent of the total grant award Tasks presented in this section will run concurrently during the performance period of the grant ending January 25th, 2014

The SRL Grant Program administrative services are reimbursable by FEMA at the federal share of ninety (90%) percent of the total project cost, with the ten (10%) percent local share being the responsibility of the County and Homeowners

- The County is responsible for 10% of the overall grant administration allowance which is equal to 5% of the total project cost
- The County is also responsible for 10% of the pre-award SAIC will document in-kind County resources to offset these costs to the extent possible
- The homeowners will be responsible for 10% of the individual elevation project costs which represents the bulk of the local share

SAIC will provide the following SRL Grant Program administration services the County

Task Activities	Activities Description/Milestones
Project Operations	▪ Set up and staff on-site and remote operations ▪ Formulate and execute standard operating procedures ▪ Establish and coordinate grant implementation plan throughout participating jurisdictions and within County departments ▪ Project liaison between applicant, county, cities and contractor ▪ Verify final applicant acceptance of work performed ▪ Review of contractor bids for grant compliance ▪ Provide intake, logging and filing of bids ▪ Coordinate and authorize applicant cost share fees ▪ Review project design elements for grant compliance
Public Information, Outreach, and Interface	▪ Create and manage a SRL information hotline ▪ Provide frontline support responding to applicant phone and e-mail inquiries ▪ Implement homeowner consultation and property evaluation process
Data Management	▪ Create and manage a centralized data center (property database, grant progress, financial tracking, hard and electronic files) for permanent archive ▪ Establish, qualify, and maintain a database of alternate applicants

Financial Management and Audit Support	▪ Submit and track TWDB fund requests ▪ Coordinate, submit, and track County disbursements to applicants/contractors ▪ Provide support for local, state, and federal interim and final audits ▪ Prepare and deliver FEMA 20-22 narrative and associated supporting documentation ▪ Archive project files.
Reporting	▪ Prepare and provide a project work plan at the start of the project ▪ Prepare and provide biweekly project status report and briefing with TWDB and the County ▪ Prepare and submit quarterly status reports as required by TWDB
Project Scoping	▪ Conduct preliminary structural evaluations ▪ Organize and implement mitigation offer process ▪ Provide technical assistance to the Galveston County Purchasing Department during the development of the request for qualifications (RFQ) for elevation contractors ▪ Develop three-way indemnification Galveston County/Elevation Contractor/Applicant contract

To maximize the grant awarded to Galveston County, should any of the original 220 parcels submitted to FEMA as a part of the original grant application be removed from the program, SAIC will work with the County, TWDB, and FEMA to identify alternative properties for inclusion in the program SAIC has a database of an additional 500 properties that may qualify for inclusion in the SRL project

The following sub-section identifies tasks that are only required for alternate properties that may become eligible for the SRL grant

Task Activities	Activities Description/Milestones
Environmental Reviews	Conduct desktop review of parcel data available on the Galveston County Central Appraisal District (CAD) for environmental and historical risks and report to TWDB and FEMA for further investigation into the following federal laws ▪ *National Historic Preservation Act* ▪ *Endangered Species Act, Fish and Wildlife Coordination Act* ▪ *Clean Water Act* ▪ *Rivers and Harbors Act* ▪ *Executive Order 11990 (Protection of Wetlands)* ▪ *Executive Order 11988 (Floodplain Management* ▪ *Coastal Zone Management Act* ▪ *Farmland Protection Policy* ▪ *RCRA and CERCLA (HAZMAT)* ▪ *Executive Order 12898 (Environmental Justice)* Verify environmental and historical clearances prior to inclusion into the SRL program

Task 2. Per-Parcel Project Management

Upon acceptance of the property into the program, SAIC will execute tasks that are directly attributable to a specific property These tasks are tracked on a parcel-by-parcel basis and will shepherd the parcel from initiation through elevation and to final project closeout

The per-parcel portion of this task order will be reimbursed at the federal share of ninety (90%) percent, with the ten (10%) percent local share being the responsibility of the homeowner. The total per parcel fees will be dependent upon homeowner participation and total stages completed for each elevation project

SAIC will invoice the County per-parcel fees not to exceed $7,000 for each eligible participating property during the process of grant implementation and project completion These costs will be directly linked to each specific property defined as an individual project For the per-parcel management portion of this task order, the

fee will be divided into five draws as follows Upon presentation of the mitigation offer to the applicant, SAIC will invoice the County an initial fee of $3,500 per parcel SAIC will then invoice the County four (4) $875 progress fees upon SAIC's submission of a Grant compliance inspection report in support of the following construction milestones (1) acceptance of new foundation system, (2) acceptance of home reattachment, (3) final acceptance of construction, and (4) project closeout

SAIC assumes the following number of properties will be eligible participating properties The numbers below assume 75 percent of the previous phase's number of properties will be eligible An increase in properties may result in changes to estimated project cost

Per-parcel Process	Estimated Number of Properties
Original Grant	220
Mitigation Offer	165
Construction	125

SAIC will provide the following per-parcel project management services to the County

Task Activities	Activities Description/Milestones
Mitigation Offer Services	▪ Develop and present individual mitigation offer ▪ Offer processing and documentation of mitigation acceptance or declination ▪ Execute three-way indemnification contracts between the County, the elevation contractor, and the applicant ▪ Coordinate and authorize contractor draw payments in accordance with the standard operating procedures.
Project Management Services	▪ Document local code enforcement compliance through interim project inspections, progress reporting, and milestone certification ▪ Document county permitting and inspections throughout project phases ▪ Document final building inspection/compliance ▪ Document final project inspection/certification to include (1) Certification of Satisfactory Completion 2) Certificate of Occupancy (3) Updated Elevation Certificate ▪ File deed restrictions at County Courthouse

Task 3. Increased Cost of Compliance (ICC) Claim Processing (When Applicable)

SAIC estimates that approximately 94 (75 percent of the 125) applicants participating under this program will be eligible to file an ICC claim, which may cover the applicant's 10 percent local match, up to $30,000, to elevate their structure Under the current guidelines governing this program, FEMA defines an applicant eligible for an ICC claim if the property (1) appears on the SRL property list, (2) is located in the floodplain, and (3) can demonstrate a loss to the property *(which can be the 10 percent local match required to elevate it as a part of this program)*

These costs will be reimbursed at the federal share of ninety (90%) percent, with the ten (10%) percent local share being the responsibility of the Homeowner Homeowners who are eligible for ICC funds will pay their 10% cost share up-front and will need to seek reimbursement by having an ICC claim filed; such claim will be filed by SAIC on behalf of the Homeowner when presenting the Homeowner's mitigation offer Should the ICC pay less than the full ten (10%) percent of the Homeowner's project cost, the County will retain the balance of the Homeowner's up-front payment to cover the full 10% cost and will return any remaining funds to the Homeowner

SAIC will process ICC claims in accordance with the FEMA guidelines on behalf of Galveston County An ICC Claim administration fee of $1,000 per parcel will be charged to the County to process each applicant's

claim filed This fee will only be required for applicable parcels An increase in the 94 properties may result in changes to the estimated project cost

SAIC will provide the following ICC processing services to the County

Task Activities	Activities Description/Milestones
Homeowner Interface	▪ Consult homeowner on ICC availability and process ▪ Inform homeowner of potential liabilities ▪ Provide technical assistance to homeowners as to program eligibility, documentation necessary to participate in the program, and eligibility
Project Scoping	▪ Develop budget for eligible project costs
Documentation Management	▪ Generate and process Assignment of Coverage D Forms to NFIP Special Direct Facility ▪ Administer and monitor community signatures on applicable documents ▪ Coordinate with NFIP ICC adjuster to provide requisite documentation (elevation certificate, pre and post photos) to satisfy each claim
Financial Management	▪ Process and track ICC payments

Assumptions & Constraints

This project is based on the following key assumptions and constraints

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues
- **Project Team:** SAIC's project manager will be on-site, in Galveston County, for up to 50 percent of the project performance period SAIC's analytical aide will be on-site, in Galveston County, for up to 75 percent of the project performance period
- **Communication.** SAIC will communicate only with pre-approved designated personnel as determined by the project sponsor Communication directly related to topics such as project budgets, deliverables, and time line will be made in writing via electronic mail
- **Access to Materials/Plans.** Documentation pertinent to the execution of the SRL Program, such as deeds, property records, procurement documents, permits, and other applicable files should be made available to SAIC by the County for review in hard copy or electronic format upon request within five business days of the initial request. Failure to meet deadlines may result in changes to delivery deadlines and project cost
- **Access to Key Personnel.** Availability of County key personnel and subject matter experts is critical to obtaining the information required for the overall success of this project Information presented by the County's subject matter experts will be accepted as factual and no confirmation will be made
- **Data Transfer.** Upon delivery of final materials to the County, FEMA, or TWDB, SAIC will request a signature from the recipient on a Data Transfer Worksheet
- **Status Reports.** SAIC will provide the County with a bi-weekly status report electronically via email SAIC project manager will coordinate a project briefing with the project sponsor to review such status report If no comments are provided by the project sponsor to SAIC within five (5) business days upon receipt of the status report, the status report will be considered accepted
- **Documentation of In-Kind Services:** SAIC will assist the County in documenting in-kind services performed by staff, which may contribute to the local share This will include (a) informing staff about eligible tasks under the program (b) collecting timesheet and expense data, and (c) providing documentation to FEMA for reimbursement

- **CDBG Compliance Costs:** SAIC understands the County has applied for Disaster Recovery Enhancement Funds (DREF) as a component of the CDBG-DR Round 2 2 funds The proposed cost for handling ICC claims does not include the creation of CDBG-compliant files, if necessary The additional cost of compliance for CDBG reporting requirements are not included in the budget or scope Should the County request SAIC to create such files, an additional fee schedule will be negotiated
- **10% Local Share:** SAIC understands that the intention of the County is for the homeowner to bear the 10% local share SAIC will not proceed through subsequent phases of the program until the 10% local match for each progressive task is paid
- **Participating Properties:** For the per parcel cost SAIC is assuming a 75% participation rate at each milestone (mitigation offer, elevation and ICC) Should more properties make it through each milestone SAIC will request additional funding for each property over the estimates outlined in this task order
- **Invoicing/Payment Plan:** SAIC will invoice the County monthly for services rendered in the previous calendar month Payment terms are in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act
- **Deliverables.** SAIC agrees to deliver the following
  - ✓ Hard disk drive (HDD) and/or compact disc (CD-ROM) with supporting documentation for SRL program files
  - ✓ Hard copy documentation for SRL program files
- **Work Location/Meeting Space.** SAIC will perform work on-site at the County offices during the performance period and will be provided an office or workspace to review and maintain files during the project
- **Period of Performance.** The budget above assumes a period of performance through January 25th, 2014 To the extent the period of performance is required to be extended due to reasons beyond SAIC's control (e g, data required from the County not readily available for purposes of preparing SRL packets, FEMA delay in timely review of environmental and historical materials or County project staff turnover, etc), such unforeseen circumstances may result in an increase in the project time line and budget
- **Insurance** SAIC shall at its own expense be required to carry the following minimum insurance coverage
  - (a) General liability coverage of one ($1) million combined single limit per occurrence and three ($3) million per aggregate
  - (b) Professional liability of one ($1) million per occurrence and three ($3) million per aggregate
  - (c) Automobile liability insurance shall be written to cover any automobile used by SAIC, its employees and independent contractors Limits of liability for bodily injury and property damage shall be no less than two ($2) million per occurrence as a combined single limit
  - (d) Independent Subcontractor SAIC is to require that each and every licensed independent subcontractor hired in connection with this contract maintain Professional Liability Insurance of $1 million per occurrence and $3 million per aggregate It is SAIC'S responsibility to require that proof of this coverage is maintained and on file with County's Office of Emergency Management for each and every subcontractor hired
  - (e) Worker's compensation. SAIC will be required to supply the County with proof of Worker's Compensation insurance or independent contractors exemption covering SAIC while performing work for the County
  - (f) Insurance is to be placed with insurers having a Best rating of no less than A- The County of Galveston shall be named as an additional insured on all policies with the exception of Professional Liability and Worker's Compensation SAIC shall furnish the County with certificates of insurance affecting coverage required by these insurance clauses no later than the

date of execution of this contract The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf SAIC shall be required to maintain annual renewals for the term of this contract

(g) SAIC shall notify the County immediately upon any changes in the status of its insurance policies All policies must waive any and all rights to subrogation against the County, its officials, employees and agents SAIS shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification

(h) The insurance required in sections (a) (b) and (d) above shall be either (i) on an occurrence basis or (ii) on a claims made basis If the coverage is on a claims made basis, SAIC will be required to purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with SAIC Such coverage shall be in the amounts set forth in (a) (b) and (d) above

Additional Required Terms and Conditions

The County entered into an agreement with the Texas Water Development Board (TWDB), the Grantee serving as the administrator of the Federal Emergency Management Agency's Severe Repetitive Loss Program and the TWDB have request the County to flow down the following provisions to SAIC under this Task Order

- SAIC accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this task order SAIC shall comply with and cooperate in any such investigation or audit SAIC agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit (excluding personnel, salary, and indirect rate information) SAIC also agrees to include a provision in any subcontract related to this task order that requires SAIC to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract
- SAIC and its contracted parties shall maintain, satisfactory financial accounting documents and records, including copies of invoices and receipts required necessary by the County Auditor and the TWDB, , and shall make such records (excluding personnel, salary, and indirect rate information) available for examination and audit by the Executive Administrator of the Texas Water Development Board (TWDB) Accounting by SAIC and its contracted parties shall be in a manner consistent with generally accepted accounting principles
- The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Task Order It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Task Order and developed by SAIC or its contracted parties pursuant to this Task Order shall become the joint property of SAIC, the County and the TWDB These materials shall not be copyrighted or patented by SAIC or by any consultants involved in this Task Order unless the Executive Administrator of the TWDB approves in writing the right to establish copyright or patent, provided, however, that copyrighting or patenting by SAIC or its SAIC's Subcontractors will in no way limit the TWDB's or the County's access to or right to request and receive or distribute data and information obtained or developed pursuant to this Task Order Any material subject to a TWDB copyright and produced by the SAIC or TWDB pursuant to this Task Order may be printed by SAIC or the TWDB at their own cost and distributed by either at their discretion SAIC may otherwise utilize such material provided under this Task order as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials Notwithstanding the forgoing, SAIC shall retain ownership of, and all right, title and interest in and to, its respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Task Order or as a result of the Services performed hereunder To the extent the SAIC wishes to grant the County or TWDB interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works

of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable and first created or developed by SAIC in providing the Services.

SAIC and its contracted parties agree to acknowledge the TWDB and the County in any news releases or other publications relating to the work performed under this Task Order

- This Task Order shall not be construed as creating any debt by or on behalf of the State of Texas or the County and the TWDB, and all obligations of the State of Texas and the County are subject to the availability of funds To the extent the performance of this Task Order transcends the biennium in which this task Order is entered into, this Task Order is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
- In accordance with the terms and conditions of the Professional Services Agreement, Contract No B091014, between SAIC, the successor in interest to Beck Disaster Recovery, Inc , and County, dated December 2, 2008 SAIC will be considered an independent Contractor and therefore solely responsible for liability resulting from its negligent acts or omissions; SAIC shall obtain all necessary insurance, in the judgment of SAIC, to protect themselves, the County, the TWDB, and employees and officials of the TWDB from liability arising out of this Task order; and SAIC shall indemnify and hold the TWDB, the County and the State of Texas harmless, to the extent SAIC may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever to the extent caused by the negligent acts or omissions of SAIC's performance under this Task Order

  SAIC shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for SAIC to perform the subject work

AGENDA ITEM #13c

COOPERATIVE PURCHASING AGREEMENT
PROFESSIONAL PLANNING AND CONSULTING SERVICES

THIS AGREEMENT is made this the **17th day of April 2012**, by and between **GALVESTON COUNTY, TEXAS** located at 1353 FM 646 West, Suite 201, Dickinson, TX 77539 (hereinafter referred to as ("CLIENT") and **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION,** the successor in interest to Beck Disaster Recovery Inc, (hereinafter referred to as ("CONTRACTOR"), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751

WHEREAS, the Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations

WHEREAS, Science Applications International Corporation acting as an independent Contractor, is a Contractor with extensive experience in providing disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services

WHEREAS, the Client wishes to enter into an exclusive contractual agreement with Science Applications International Corporation to provide professional planning and consulting services in accordance with the HGAC Invitation to Bid No EN06-10 dated February 8, 2010

WHEREAS, the services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services, and

WHEREAS, Science Applications International Corporation wishes to provide said services to Client in accordance with and as set forth in the Beck Disaster Recovery, Inc (now a Division of Science Applications International Corporation) proposal submitted to HGAC dated March 9, 2010 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows

1 **Scope of Services** Contractor and Client agree Contractor will perform services associated with disaster preparedness and emergency response & recovery services as described in the Scope of Services attached as Exhibit A Task Orders shall be issued for specific deliverables under this Agreement Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work

2 **Term** The term of this Agreement shall begin on the date written above through May 31, 2013 with automatic annual renewals, unless either party elects to withdraw

3 **Independent Contractor** Contractor is an independent contractor and is not an employee of Client Services performed by Contractor under this Agreement are solely for the benefit of the Client Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement

4 **Standard of Care** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors performing the same or similar services No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed

5 **Changes/Amendments** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements This Agreement may not be amended, modified or changed except by written amendment executed by both Parties The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein Services not expressly set forth in this Agreement or

its exhibits are excluded Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted

6 **Uncontrollable Forces** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement

7 **Fee for Services** The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement

8 **Compensation** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement

Client shall pay Contractor in accordance with paragraph 7 above, "Fee for Services" (Exhibit B) which is attached and incorporated herein by reference as part of this Agreement

Contractor shall submit monthly invoice for services rendered

Client shall pay Contractor in U S dollars within thirty (30) days of receipt of invoices less any disputed amounts If Client disputes any portion of the invoice, the undisputed portion will be paid and Contractor will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken Contractor and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid, undisputed invoiced amounts Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Contractor, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law

All invoices shall be delivered to
Mr John Simsen
Emergency Management Coordinator
Galveston County
1353 FM 646 West, Suite 201
Dickinson, TX 77539

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor

9 **Indemnity** Contractor shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from an negligent act, error or omission of the Contractor or of any person employed by the Contractor Contractor shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees

10 **Insurance** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies

Worker's Compensation	Statutory
Employer's Liability	U S $1,000,000
Commercial General Liability	U S $1,000,000 per occurrence
	U S $1,000,000 aggregate
Comprehensive General Automobile	U S $1,000,000 combined single limit
Professional Liability	U S $1,000,000 per claim and in the aggregate

11 **Work Product** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'), provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Contractor harmless from any and all claims or damages related to the release, change or reuse

12 **Limitation of Liability** No employee of Contractor shall have individual liability to Client To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U S $1,000,000)

13 **No Consequential Damages** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages

14 **Information Provided by Others** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder Contractor may reasonably rely on the accuracy of information provided by Client and its representatives

15 **Safety and Security** Contractor has established and maintains programs and procedures for the safety of its employees Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees

16 **Termination** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement

17 **Dispute Resolution** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration) If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act

18 **Successors and Assigns** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns Neither party may assign its rights or obligations hereunder without the prior written consent of the other party

19 **Notices** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows

Client
John Simsen, Emergency Management Coordinator
Galveston County
1353 FM 646 West, Suite 201
Dickinson, TX 77539
281 309 5003 Office
409 682 3131 Mobile
john simsen@co galveston tx us

Contractor
Betty Kamara, Contract Administrator
Science Applications International Corporation
2301 Lucien Way, Suite 120
Maitland, FL 32751
321 441 8518 Office
407 803 2551 Mobile
betty v kamara@saic com

20 **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void

21 **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas The venue for any and all legal action necessary to enforce the Agreement shall be Galveston County

22 **Access and Audits** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction

23 **Compliance with Laws** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense

24 **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin

25 **Waiver.** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach

26 **Entirety of Agreement.** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto

27 **Modification** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor Such modifications shall be in the form of a written Amendment executed by both parties

28 **Contingent Fees** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement

29 **Truth-in-Negotiation Certificate.** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement

30 **Confidentiality**· No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client

31 **Miscellaneous** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would

otherwise be greater and/or Contractor would not have entered into the Agreement

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party

32 **Counterparts** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above

CONTRACTOR:
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

By Betty Kamara
Title Contract Administrator
Date 4/17/12

ATTEST

Jonathan Burgiel

CLIENT:
GALVESTON COUNTY, TEXAS

By **Mark Henry**
Title **County Judge**
Date **May 1, 2012**

ATTEST

EXHIBIT A
SCOPE OF SERVICES

Service Offerings

Science Applications International Corporation (SAIC) has access to the full gamut of personnel with key expertise in relevant topic areas described in the HGAC RFP Collectively, our team offers services in all areas of Security, Disaster Preparedness and Emergency Response & Recovery We have included a strong representation of our services offerings and project profiles on the following pages

Emergency Management Consulting

Unlike many emergency management firms whose focus is solely on planning, ***SAIC is a full-service emergency management firm that works in all phases of emergency management.***

When a major incident occurs, the impact sends shockwaves around the globe All eyes are on the event and the level of scrutiny is overwhelming As an experienced leader in the emergency management industry, SAIC knows what it takes to not only respond effectively, but also initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response

SAIC works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes For that reason, the firm maintains a multi-disciplinary staff with backgrounds and experience in emergency management, hazardous materials response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning and response and recovery, among others In fact, collectively, SAIC has subject matter expertise in 36 different areas This breadth and depth of emergency preparedness professionals distinguishes SAIC from other firms and allows us to provide the full range of planning and program execution services

Table D-1. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster
Emergency Operations Planning	The planning effort consisting of a basic plan, emergency support functions and incident-specific appendices that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc The goal is to ensure that appropriate plans are in place to identify, prepare for and reduce the risk of natural, technological and man-made disasters, including terrorism
Continuity of Operations (COOP) Planning	The business continuity planning effort for an organization to ensure that the capability exists to continue essential agency functions across a wide range of emergencies A COOP is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure and denial of service due to a reduced workforce

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Continuity of Government (COG) Planning	Continuity of government planning is the effort to ensure continued leadership, authorities, direction and control and preservation of records to maintain a viable system of government
Emergency Support Functions (ESFs) Planning	Emergency support functions planning is the effort used to assign roles and responsibilities of the supporting agencies During an event that requires mobilization of multiple agencies, and the need for management and coordination of those agencies, either at the local, state and/or regional level, the ESFs provide a structure for managing the response effort
Departmental Emergency Response Planning	Many departments within an organization have either primary or secondary support roles under the emergency support functions Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities
Evacuation Planning	Evacuation planning is the effort to provide the following ▪ Clear agency roles/responsibilities for both small- and large-scale and point source evacuation scenarios ▪ Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates ▪ Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate outward with a sense of urgency and along advocated routes or shelter-in-place for those outside the impact zone ▪ Tailored time-phased protective action measures, such as staging and mutual aid activation, to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed ▪ Identify vulnerable special needs populations transportation dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points and available intelligent traffic monitoring systems ▪ Easily defined evacuation zones coupled with a public awareness strategy ▪ Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice and terrorist eve phased approach

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Regional Catastrophic Planning	The planning effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an event effectively as a region, but also initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials
Mass Care/Surge Capacity Planning	Using a "worst case" scenario, mass care planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation
Metropolitan Medical Response System Planning (MMRS)	The planning effort designed to support the local jurisdiction in enhancing and maintaining their all-hazards response capabilities to mass casualty incidents It is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction, chemical, biological, nuclear, radiological and/or explosive, large-scale hazardous materials incidents, epidemic disease outbreaks, and/or natural disasters
Volunteer Management Planning	Working closely with a lead volunteer agency such as the Red Cross, Salvation Army, VOAD or jurisdiction's Community Emergency Response Team (CERT) Coordinator, volunteer management planning is the effort used to document the volunteer programs, training strategies and available resources already defined under the CERT through its Citizen Corps
Family Assistance Center (FAC) and Reunification Planning	The planning effort designed as an annex to an emergency operations plan to support displaced families in locating and reuniting with their loved ones following a crisis It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media
EMAP Accreditation Support	An assessment of a jurisdiction's emergency management program against the 63 EMAP standards to identify potential gaps and deficiencies in order that they may be remediated in preparation for an assessment by an EMAP accreditation team
Strategic Planning	A planning effort designed to set the course and direction of a jurisdiction or agency It defines the vision, mission and long-term goals, objectives and milestones of the program

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Debris Management Planning	Debris management planning is an effort to provide the jurisdictional structure, guidance and standardized procedures for the clearance, removal and disposal of debris caused by a major debris-generating event in the most cost effective and efficient manner
Information Technology Disaster Recovery (ITDR) Planning	A systematic inventory and prioritization of communications systems including telephones, voicemail, facsimile, data lines, network access, internet access, wireless communications and PDAs, as well as application software and hardware
Crisis Communication/ Public Information Planning	A pre-planning effort for media relations through the establishment of the Joint Information Center, development of templates for public information and the creation of a public information guide
Hazard Materials Commodity Flow Studies and LEPC Planning	A risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction
Crisis Planning for Schools	A planning effort to assess risk, set priorities and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities and research, which form the backbone of the institution
Training, Testing and Exercise Planning	A systematic approach to train, test and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment and identify the work that needs to be done to comply with FEMA, Homeland Security Exercise Evaluation Program (HSEEP) and other regulatory guidelines
Planning and Management	SAIC's Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses An agency's business processes determine the way data are managed and define methods for establishing budget, cost, schedule and technical baselines IPMS was designed to support customized business processes to measure performance, control changes and report on status through a series of functional software modules linked to a central data repository (CDR)
Internet/Computer Based Training (IBT/CBT)	As part of a full service solution, SAIC has prepared stand-alone computer based training for individual customers needs as well as Internet based training to meet the needs of on demand and geographically diverse training requirements

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Asset Management	SAIC's asset management solutions aid leaders in integration of planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, RFID/UID execution, reference management, and training management Highly extensible, our solutions integrate external financial and resource management systems
COTS/Customer Software Training and Documentation	SAIC provides skilled documentation specialists and trainers to meet all training and documentation needs, whether on COTS or custom software
Operation Center Services	SAIC has extensive Operations Center Services in local and federal organizations These services include 24/7/365 Support, C4I and Situational Awareness, Custom Emergency Management System, Classified Environments
Shared/Integrated Digital Environments (SDE/IDE)	SAIC has developed a range of customizable SDE/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user friendly environment In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information etc in support of the program requirements

Debris Program Management Consulting Services

The BDR Division of SAIC's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo In the 19 years since, SAIC has helped more than 177 clients recover from the damaging effects of hurricanes, tropical storms, floods and ice storms across the country SAIC has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over ***62 million cubic yards of debris***, as well as the demolition of uninhabitable residential structures ***We have assisted local governments in obtaining over $2 billion in reimbursement funds***

Table D-1: Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Disaster Debris Removal Procurement and Negotiations	Assisting communities develop the procurement process and contract documents to retain debris and construction contractors and negotiating terms and conditions to put enforceable agreements in place
Collection Monitoring	Overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for Federal Emergency Management Agency reimbursable loads
Disposal Monitoring	Monitoring the debris disposal operations including providing the volumetric measurement of incoming loads, authorizing tickets and completing the documentation required for FEMA reimbursable loads
Hazardous Waste Collection, Disposal and Monitoring	Designing hazardous material removal programs that efficiently address specific emergency situations including animal carcass removal, asbestos-ladened building material removal, Freon unit removal and paint and, chemical segregation and removal
Leaner/Hanger/Stump Removal	Surveying, documenting and monitoring the removal of leaning trees, hanging limbs and stumps
Temporary Debris Storage and Reduction Site Environmental Support	Attaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of Temporary Debris Storage and Reduction Site locations
Beach Remediation/Restoration	Monitoring and engineering services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore engineered and natural beaches
Right of Entry Administration	Reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property This includes eligibility reviews, property surveys, monitoring and providing public information
Waterway Debris Removal	Monitoring and providing the documentation of debris removed from navigable and other inland waterways
Data Collection/ Management/Billing/Invoicing	Developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum possible reimbursement and proper purchase order management

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Data Management	SAIC provides a wealth of web-enabled data management system to provide a cradle to grave life cycle data management for a program or specific disaster Architected to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time SAIC has also proven attempt at creating system that leverage external databases and provide a single interface to the user using such techniques as web services
Customer Information/Citizen Hotline/Community Relations	Advising the general public about important information regarding procedures associated with debris collection and removal and providing updates about the operational progress being made to restore the community
Emergency Responder Web Site Services	Our local SAIC IT organization supports the full IT lifecycle and content management of many FEMA Emergency Responder websites to include the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS)
Data Collection	SAIC has a proven track record in data acquisition from systems and sensors and being able to present this data in a well defined many through a host of application types and architectures Once the data is acquired and housed in a relational database, SAIC also provides the analysis and trending capabilities that often accompany the acquisition requirements

Grant Administration and Management Services

SAIC's Financial Recovery Services (FRS) division was established to provide grant funding consultation both inside and outside the element of disaster With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS division seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds Our FRS division offers an unprecedented team of experts, with advanced degrees in business, administration, economics and finance as well as hands-on experience in the field Funding sources include the FEMA Public Assistance Program (PA Program), Individual Assistance (IA) program and Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Program (CDBG), USDA Natural Resource Conservation Service (NRCS), and many others We guide our clients through the complexities of program procedures and requirements, which are often not consistently interpreted by local, state and federal government agencies

Table D-3· Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	Administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future SAIC's grant administrators document eligible work in the field and organize such documentation in an audit ready format for future review
Individual Assistance Services	Administering an Individual Assistance program is burdensome and time consuming SAIC assists its clients with application intake, case management, grant administration, expenditure monitoring, etc in order to minimize the burden with such programs as Individual Assistance
Public Assistance Services	Public Assistance is designed to fund costs associated with temporary and permanent work in eligible FEMA categories SAIC's team of Public Assistance Contractors assists our clients with documenting and accounting for such costs on Project Worksheets
Grant Application Development and Administration (CDBG, HMGP, PA, IA, FEMA)	Providing grant program specialists to assist with the time consuming process of gathering data and information required to develop grant applications to various agencies and programs
Damage Assessment	Deploying a team of experienced grant administrators to document damages sustained during a disaster event in a format that is acceptable for requesting FEMA Public Assistance
Eligibility Consultation	Providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations
Project Ranking	Providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives
Financial Advisory	Developing program budgets to provide transparency to grant recipient relating to the local cost share financial burden and obligations for program participation
Cash Flow Management	Developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing
Procurement Assistance	Deploying procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements and satisfactory project completion
Benefit Cost Analysis	Formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Feasibility & Effectiveness Studies	Documenting that projects being considered are not only financially sound, but reasonable to implement and effective at mitigating future damages
Site Survey & Legal Description Review	Providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability
Appraisal & Valuation Services	Utilizing industry best practice to develop property appraisal and valuation documentation for acquisition programs
Title Due Diligence	Ensuring that only legal property owner is consulted for program acquisition program participation
Public Outreach Program	Providing citizens with an outlet to ask questions, state concerns and apply for program participation without burdening grant recipient staff and facilities
Public Meeting Facilitation	Facilitating the documentation of meeting notice and participation, while garnering program participation
Homeowner Consultation	Providing high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings
Relocation Assistance Services	Ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff
Property Management	Assisting grant recipients with program management to assure that properties do not degrade to cause blight during interim purpose phase
Negotiations	Providing a systematic, third party approach for reaching amicable terms between citizens and grant recipient
Closing Services	Dedicating Contractor resources to ensure timely and efficient closing process
Data Management	Storing grant related data in a manner that provides efficient recall and review during closeout and auditing
Document Management	Organizing documents in an efficient manner for easy access by grant recipient and project stakeholders
Contractor Invoice Reconciliation	Ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Regulatory/Compliance Monitoring	Documenting proper regulatory compliance to ensure maximum reimbursement and avoid fines and site shutdowns, which slow the recovery process
Project Scoping	Developing scopes of work for grant funding projects, using key terminology and highlighting awareness of historical precedence, which maximizes grant funding opportunity
Insurance Adjusting/Subrogation	Providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation
Eligibility Appeals	Assisting clients with developing strategies and documentation to overturn a de-obligation ruling
Grant Closeout	Providing grant recipient with a closeout package that is organized in a fashion to satisfy grant closeout and auditing

Vulnerability /Hazards Identification/Risk Assessment

SAIC has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, engineers, geologists, modelers, data managers, and environmental scientists providing environmental risk expertise to both the public and private sectors Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations

Table D-4: Vulnerability/ Hazards Identification/Risk Assessment

Service Offering	Description
Hazardous Identification/Incident Response	SAIC's Security & Infrastructure Protection (S&IP) Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Ecological Risk Assessments	SAIC has risk assessment staff in offices throughout the USA that provide retrospective and predictive ecological risk assessments (ERAs) for Federal, state, and commercial clients in both aquatic and terrestrial environments These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data Key aspects of SAIC's ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings SAIC has completed CERCLA risk assessments and RCRA Tier 2 and 3 Risk-Based Evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites Staff includes chemists, biologists, health physicists, engineers, and industrial hygienists SAIC has conducted risk assessments to evaluate chemical and radiological exposures to humans, as well as to various aquatic and terrestrial species of fauna and flora Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment SAIC has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations We recognize the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost We specialize in partnering with USACE, customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists, as we did for mercury in floodplain sediment in TN and beryllium in sediment in OH Our risk assessment experience is vast and diverse, including chemical health effects studies, radiological risk as well as dose assessments, and marine/riverine assessments requiring data collection and monitoring using SCUBA equipment (at Rock Island Arsenal, IL), multi-beam and single beam bathymetry, side-scan sonar imaging, acoustic sub-bottom profiling, sediment profile imaging, towed magnetometer, underwater video (towed and ROV) imaging, and a variety of sediment sampling and coring techniques

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Vulnerability Assessments	SAIC's Security & Infrastructure Protection (S&IP) Division has completed municipal water system Vulnerability Assessments that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies SAIC's S&IP also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act The terrorist response scenarios developed during VAs can be incorporated into the Emergency Contingency Plan for incident response using a "rip and run" philosophy for easy use

Security and Surveillance

Through a combination of in-house capabilities and existing network relationships, the Security & Infrastructure Protection (S&IP) Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations Following this VA, strategic security planning is paramount to ensure local security enhancements are rolled-up into regional and geographic enhancements, providing a comprehensive, layered solution The S&IP Division through in-house expertise may integrate administrative enhancements, physical enhancements, digital security systems, and information technology (cyber) enhancements as necessary to mitigate risks The S&IP Division maintains subject matter experts to plan and conduct VAs, plan and conduct strategic planning, and follow-on program or project management Integral to the security work is the long-standing network of engineers to design physical security enhancements, security specialists to design digital security specialists

Table D-5. Security and Surveillance Services

Service Offering	Description
Risk Assessments	Similar to Security Assessments, SAIC's Security & Infrastructure Protection (S&IP) Division has completed risk assessments in several ways First, as an integral part of a more comprehensive vulnerability assessment (VA) Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force Finally, on a case-by-case basis to address the immediate need of the client Direct S&IP experience includes municipal infrastructure and agricultural security challenges Generally, SAIC experience includes port, aviation, and transportation security

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Security Design and Engineering	SAIC's Security & Infrastructure Protection (S&IP) Division maintains a network of internal design capabilities including classical engineering, digital security systems, and information technology SAIC design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices
Vulnerability Assessments	SAIC's Security & Infrastructure Protection (S&IP) Division has completed municipal water system Vulnerability Assessments, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution SAIC's S&IP also has integrated security enhancements design with administrative and information technology assessments to reduce the likelihood that a water system compromise due to a malevolent act
Case Management	SAIC's case management solution is a secure, Web-enabled database application to support national service organizations in representing veterans for claims to the VA Our solution uses role-based security to provide service officers Internet accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans All information, data, and VA forms are managed under strict HIPAA guidelines and are only available to authorized users for updates as necessary – creating a complete case history – and it is Internet accessible from anywhere
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security including ports, airports, transportation, and oil and gas
Security System Design	Provide design services for physical security systems including conceptual and detailed design Use various design tools to develop optimized solutions
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software Systems include video, access control, CBRN, radar, sonar, PIDS, and command and control applications
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods Sensors include video, radar, IR, and other with wireless connectivity Provide quick response and gap filling security
Security Information Management Systems	Provide integration of COTs Physical Security Information Management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control and incident management

EXHIBIT A
SCOPE OF SERVICES

Environmental Services

SAIC is passionate about mitigating global climate change Customers seek our deep domain expertise in subjects as diverse as environmental and atmospheric sciences, policy analysis, information technology, and energy-efficient design-build services

Table D-6· Environmental Services

Service Offering	Description
Decontamination	▪ Technical oversight ▪ Characterization and disposal of radioactive residues ▪ Radiation safety program management ▪ Documentation of site conditions ▪ Radiological surveys ▪ Internal dose assessment calculations to document the risk and dose to personnel from the contamination
Climate Change Adaptation	▪ Development of Climate Action Plans and Sustainability Strategies ▪ General Reporting and Verification ▪ Comprehensive Climate Change Response and GHG Strategic Planning ▪ Technical guidelines, on transportation emissions, industrial process emissions, and indirect emissions

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Restoration and Remediation	**Solutions and Services** ▪ Environmental Site Investigations ▪ Risk Assessment ▪ Fate and Transport Modeling ▪ Performance Based Remediation ▪ Radiological D&D ▪ Ecosystem Restoration ▪ GIS ▪ Site Restoration and Remediation ▪ Due Diligence Assessments ▪ Remedial System Design/Construction ▪ Remedial Process Optimization ▪ O&M ▪ Construction Management ▪ Environmental Compliance ▪ Chemical/Fuels and Waste Management ▪ Regulatory Support/Expert Witness Services ▪ Liability Transfer Model ▪ 3rd-Party Review – Remedial Strategies ▪ Geophysical Services

Logistics, Training and Support

The Logistics, Training and Response Support (LTRS) Division provides multi-functional life-cycle logistics support and industry-leading training and response support to government and commercial clients, partnerships, and internal customers Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support

We have developed and implemented a full suite of customer-focused logistics, training, and chemical, biological, radiological, nuclear, explosive (CBRNE) response support services at the retail and user level This includes life-cycle product development, fielding, operations, and CBRNE incident planning and response

Table D-7. Logistics

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Demand Forecasting	We are working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics For the U S Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when
Total Asset Visibility	Radio Frequency Identification (RFID) technology can help fulfill the promises of total asset visibility and in-transit visibility At the Fleet Industrial Supply Center Norfolk, SAIC implemented one of DoD's first fully integrated passive RFID installations The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually Collecting broken repairable components, also known as "retrograde material," from combat areas and returning them to depots is a major logistical challenge Our staff is using passive RFID technology and an electronic retrograde management system to help solve this problem in Iraq and Afghanistan for the U S Navy and Marine Corps Their achievements in improving asset visibility - while dealing with extremely difficult "in-country" and ship deployment situations - won praise from our customer, the Naval Inventory Control Point Our staff also deployed to Iraq to install equipment that is mission-critical for airfield operations instrument landing systems (ILS) and VHF Omnirange Tactical Air Navigation (VORTAC) equipment As a leading supplier and installer of NAVAIDS equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems
Just-In-Time Inventory	SAIC provides logistical support for MRAP vehicles for the Joint Program Office (JPO) We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater We also support the MRAP Joint Logistics Integration (JLI) program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Product Development Support	▪ Supportability strategies ▪ Logistics policy development ▪ Supportability analyses ▪ Technical data development ▪ Logistics demonstration integration ▪ Fielding planning ▪ Total package fielding ▪ Configuration management
Enterprise Operational Support	▪ Automated logistics tool development ▪ Unique identification (UID) ▪ Radio frequency identification (RFID) implementation ▪ Warehouse and asset planning/operation ▪ Property accountability ▪ Equipment maintenance ▪ Transportation planning ▪ Knowledge management ▪ Reset, planning, and management
Supply Chain Integration Supply Chain Integration	SAIC is a provider of integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting and storefront management for the U S government We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods, defense equipment for hazardous materials, including chemical, biological, radiological, nuclear, high-yield explosive) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines) We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts

Interoperability, Situational Awareness, Command & Control

Table D-8 Interoperability, Situational Awareness, & Command & Control

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Interoperability (Comms and Data)	▪ Engineering and operational expertise in public safety communications ▪ Assessment, Infrastructure System Design, Engineering and implementation of secure voice, VOIP, video and high speed data and other communication ▪ Coordination across disciplines MOU's MAA's and other methods for cross-jurisdictional and inter-agency interoperability ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering
Situational Awareness	▪ Incident Management for Security, Surveillance, Safety and Emergency Services ▪ Subject matter experts in first responder tools to assess in real time emergency and incident awareness ▪ Experience working with Sheriff, Fire Departments to name a few agencies in bringing technical solutions across agency to manage emergencies
Wireless Networking (Design & Implementation)	▪ Assessment, Infrastructure System Design , Engineering and implementation of secure voice, VOIP, video and high speed data ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering
Radio Communication (Design & Implementation)	▪ Engineering and operational expertise in public safety communications ▪ Provide assessment, Infrastructure System Design , Engineering and implementation of secure LMR systems ▪ Coordination across disciplines MOU's MAA's and other methods for cross-jurisdictional and inter-agency interoperability ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Regional Response (ie. Emergency Control Centers, Fusion Center)	▪ SAIC provides subject matter experts to set up organizational structure and communications to establish emergency control centers ▪ Experienced in tactical operations systems, firsthand experience with centers with the National Guard, as one ▪ SAIC provides senior Program Management with intimate knowledge and experience with command and control equipment, software and other command center operations

EXHIBIT B
HOURLY LABOR RATES

Hourly Rates

To the extent that Client requests SAIC's assistance, the following positions and hourly rates shall apply The fees for these services can be provided to Client on a fixed fee or time and materials basis plus reasonable non-labor expenses Such non-labor expenses shall be invoiced to Client as follows 1) Travel expenses including airfare and car rental shall be invoiced at cost, without mark-up, 2) Lodging and per diem incidentals shall be invoiced up to the per diem rate according to the GSA rates established at www gsa gov, 3) Mileage shall be invoiced at the federally published rate, 4) Field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 5) other required non-labor expenses as may be applicable to the project and pre-approved by SAIC and Client

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	Hourly Rates
Subject Matter Expert	$244 00
Executive Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$225 00
Principal Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$210 00
Senior Technical Specialist	$205 00
Principal-in-Charge /Senior Program Manager	$192 00
Project/Program Manager	$175 00
Senior Public Assistance / Grant Management Consultant	$175 00
Supervising Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$158 00
Senior Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$150 00
Public Assistance / Grant Management Consultant	$150 00
Senior Planner / Engineer / Assessor /Scientist / Analyst	$145 00
Senior Oracle DBA	$138 00
Project Manager / Consultant / Planner / Engineer / Scientist / Assessor / Analyst III	$135 00
Project Manager / Consultant / Planner / Engineer / Scientist / Assessor / Analyst II	$125 00
Fire/HAZMAT Subject Matter Expert/Trainer	$122 00
Consultant / Planner / Engineer / Scientist / Assessor / Analyst I	$115 00
Law Enforcement Subject Matter Expert/Trainer	$110 00
System Administrator	$105 00
Program Planner / Engineer / Scientist / Assessor / Analyst	$100 00
Assistant Planner / Engineer / Scientist / Assessor / Analyst	$95 00
Engineer / Consulting Aide	$90 00
Oracle DBA	$85 00
Project Control Specialist	$83 00
Engineer / Planning Aide	$80 00
Engineer / Analytical Aide	$75 00
Service Center/Logistics Specialist	$68 00
Research Assistant II	$66 00
Administrative Specialist III	$64 00
Help Desk Operator	$62 00
Comm Technician	$57 00

EXHIBIT B
HOURLY LABOR RATES

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	Hourly Rates
Proposal Coordinator	$53 00
Research Assistant	$51 00
Administrative Specialist II	$48 00
Administrative Specialist I	$44 00

Debris Program Management Hourly Rates	
Category	Hourly Rates
Field Project Manager	$95 00
GIS Operator	$78 00
Deputy Field Project Manager	$75 00
Operations Manager	$70 00
Data Manager	$65 00
Field Supervisor	$65 00
Billing/Invoice Manager	$65 00
Billing/Invoice Analyst	$60 00
Disposal Site Monitor	$40 00
Collection Monitor	$40 00
Citizen Drop-Off Site Monitor	$40 00
Project Coordinator	$35 00
Load Ticket Data Entry Clerk	$35 00
Call Center Staff	$35 00

AGENDA ITEM #13d

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax. (251) 459-7433

February 17, 12

Judge Mark Henry
Galveston County
722 Moody, Suite 200
Galveston, TX 77550

Re: Contract renewal for "Debris Management Services"

Dear Judge Henry

CrowderGulf has been providing Galveston County "Debris Management Services" The original execution date of this contract was April 25, 2007 the primary term of this contract was for five (5) consecutive years. This agreement may be renewed for additional periods of one (one) year each for an additional five (5) years Each renewal will be upon the terms and conditions and fees as are mutually agreed upon at time of each renewal. Each extension shall become part of this Agreement upon signatures by both parties

If Galveston is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf Upon receipt of this acknowledgement, the contract will continue under the same terms and conditions and will be extended until its new expiration April 25, 2013

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of Galveston County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay at 800 992.6207 or by e-mail jramsay@crowdergulf com.

Best regards,

John Ramsay
President

RENEWAL ACCEPTANCE – Galveston County, TX

Signature

Mark Henry, County Judge
Name/Title

4/17/12
Date

cc John Simsen, Emergency Management Coordinator

2012
Contact Information

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

DISASTER ADMINISTRATION OFFICE (DAO)
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

John Ramsay
President - Director
251-402-3677 Cell
jramsay@crowdergulf.com

Buddy Young
Assistant Director
940-597-4252 Cell
byoung@crowdergulf.com

Ashley Ramsay
General Manager
646-872-1548 Cell
aramsay@crowdergulf.com

Margaret R. Wright, Ph. D.
Senior Manager
251-604-6346 Cell
mwright@crowdergulf.com

John Campbell
Senior Project Manager
859-963-8672 Cell
jcampbell@crowdergulf.com

THE GRAY INSURANCE COMPANY

CERTIFICATE OF INSURANCE

NO. 71

CERTIFICATE HOLDER

County of Galveston
722 Moody Avenue (21st St.), 5th Floor
Galveston, TX 77550

NAMED INSURED

CrowderGulf Joint Venture
5435 Business Parkway
Theodore, AL 36582-1675

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies listed thereon.

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
	WORKERS' COMPENSATION & EMPLOYERS LIABILITY	XSWC-070693	09/01/2011 09/01/2014		
[X] YES [ ] NO	U.S Longshoremen's and Harbor Workers' Compensation Act Coverage			WORKERS COMPENSATION	Statutory
[X] YES [ ] NO	Outer Continental Shelf Land Act			EMPLOYERS LIABILITY	
[X] YES [ ] NO	Jones Act (including Transportation, Wages, Maintenance, and Cure), Death on the High Seas Act & General Maritime Law			Each Accident	$ 1,000,000
				Disease - Policy Limit	$ 1,000,000
				Disease - Each Employee	$ 1,000,000
[X] YES [ ] NO	Voluntary Compensation Endorsement				
[X] YES [ ] NO	Other States Insurance			MARITIME EMPLOYERS	
[X] YES [ ] NO	Alternate Employer/Borrowed Servant Endorsement			LIABILITY	$ 1,000,000
[X] YES [ ] NO	"In Rem" Endorsement				
[X] YES [ ] NO	Gulf of Mexico Territorial Extension				
	GENERAL LIABILITY Form & Edition Date ISO CG 00 01 11/88	XSGL-073372	09/01/2011 09/01/2014		
[X] YES [ ] NO	Broad Form Property Damage Liability including X, C, U			General Aggregate	Unlimited
				Products-Comp/OPS Agg.	$ 3,000,000
[X] YES [ ] NO	General Aggregate applies per project or equivalent			Personal & Advertising Injury	$ 1,000,000
[X] YES [ ] NO	Products/Completed Operations			Each Occurrence	$ 1,000,000
[X] YES [ ] NO	Contractual Liability			Fire Damage	$ 50,000
[X] YES [ ] NO	Sudden and Accidental Pollution Liability			(Any one fire)	
[X] YES [ ] NO	Occurrence Form			Medical Expense	$ 5,000
[X] YES [ ] NO	Personal Injury			(Any one person)	
[X] YES [ ] NO	"In Rem" Endorsement				
[X] YES [ ] NO	Cross Liability				
[X] YES [ ] NO	Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment				

LDI COI 268111 01 11

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
	AUTOMOBILE LIABILITY	XSAL-074069	09/01/2011 09/01/2014	
[X] YES [ ] NO	Any Auto			Bodily Injury & Property Damage Combined $ 1,000,000
[X] YES [ ] NO	All Owned Autos			
[X] YES [ ] NO	Hired Autos			
[X] YES [ ] NO	Non-Owned Autos			
	EXCESS LIABILITY	GXS-042659	09/01/2011 09/01/2012	
[X] YES [ ] NO	Excess Form			Each Occurrence $ 4,000,000 Aggregate $ 4,000,000

JOB OR PROJECT DESCRIPTION
Bid #B102007, Demolition Services for Buyout Program

SPECIAL CONDITIONS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and non contributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Should the insurance herein described be cancelled, assigned or changed in such a manner as to affect this certificate, THE GRAY INSURANCE COMPANY will endeavor to give thirty (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability upon THE GRAY INSURANCE COMPANY.

John S. Gray

THE GRAY INSURANCE COMPANY
3601 N. I-10 Service Road West, Metairie, LA 70002

DATE 08/05/2011

FORM NO.135 REV. 12/30/2010

AGENDA ITEM #13e

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

April 17, 2012
Honorable Mark Henry
722 Moody, Suite 200
Galveston, Texas 77550

Attn: Drew Cameron
Disaster Recovery Management Team
HNTB
301 Congress Avenue, Suite 600
Austin, Texas 78701

Dear Mr Cameron·

Galveston County is requesting a time extension to its grantee agreement with the General Land Office to March 2014 This is in relation to the new implementation schedule associated with the High Island Emergency Shelter project that is currently in Galveston County's Performance Statement Amendment #6. The time requested accounts for all design, acquisition and all subsequent CDBG required activities.

The County is also requesting a re-evaluation of the Environmental Review Record (ERR) for the High Island Shelter Project This project replaces the High Island Volunteer Fire Department project and will be constructed at a different location. The County understands that a new ERR will be necessary to fully fund this replacement project.

Thank you in advance for your support.

Sincerely,

Mark Henry
County Judge, Galveston County

Enclosure

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

EXHIBIT E
Project Implementation Schedule

Grantee **County of Galveston**
Grantee Contract No **DRS010052**
Grantee Contract Start **07/16/12**
Grantee Contract End **07/31/14**

Grantee Contract
Year 12 — 13 — 14

Activity 1a Project A Description Install

Description	Days	Dates
Professional Services Procurement/Contracting[1]	15	07/17/12 - 08/01/12
30% Design[2]	60	08/02/12 - 10/01/12
Environmental Review/Certification[3]	90	10/02/12 - 12/31/12
Acquisition[4]	180	10/02/12 - 03/31/13
60% Design[5]	90	10/16/12 - 01/14/13
100% Design (Complete Plans/Specs/Permits)[6]	75	01/29/13 - 04/14/13
Bid Opening	45	05/30/13
Award Construction Contract	15	06/15/13
Construction[7]	250	07/14/13 - 03/21/14
Closeout Completion[8]	20	05/11/14

[1] Professional services procurement/contracting is assumed to start the day following the grantee contract start

[2] 30% design assumed to start the day following professional services procurement/contracting end

[3] Environmental review is assumed to start the day following 30% design end

[4] Acquisition is assumed to start the day following 30% design end

[5] 60% design assumed to start two (2) weeks after 30% design is submitted for review

[6] 100% design assumed to start two (2) weeks after 60% design is submitted for review

[7] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable

[8] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval

AGENDA ITEM #14a

Chapman, Brandy

From: Lopez, Renelle
Sent: Monday, April 16, 2012 4 13 PM
To: Chapman, Brandy, Ross, Mae
Subject: FW back-up for agenda item #14-a
Attachments: 0348_001 pdf, 0348_031 pdf

I am so sorry I forgot to send this one to you this morning ☹

Renelle

From: Lopez, Renelle
Sent: Monday, April 16, 2012 9:25 AM
To: Henry, Mark; Doyle, Patrick; O'Brien, Kevin; Holmes, Stephen; Clark, Ken
Cc: Grady, Patricia; Cherry, Jane; Gilliam, Cindy; Watson, Annye Michelle; Mabry, Celia-Frances; Lopez, Renelle
Subject: back-up for agenda item #14-a

Good Morning,

Attached please find the back-up for agenda item #14-a. I am sorry for any inconvenience this may have caused

Thank you and have a wonderful day!

Renelle
Renelle Lopez
Administrative Assistant
County Judge Mark Henry
Galveston County Courthouse
722 Moody, Suite 200
Galveston, Texas 77550
Phone 409-766-2268
e-mail renelle lopez@co galveston tx us

On this the 17th 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

An Order Authorizing an Application for Grant Funding from the Automobile Burglary and Theft Prevention Task Force for the Auto Theft Task Force Program

Whereas, Galveston County desires to apply for grant funding in the amount of $586,601 from the **Automobile Burglary and Theft Prevention Task Force** for the **Auto Theft Task Force Program** for the grant period beginning September 1, 2012 and ending August 31, 2012

Now, Therefore be it Ordered that the **County Judge of Galveston County** be and he is hereby authorized to apply for and to execute all necessary forms on behalf of **Galveston County** for grant funding in the amount of up to $586,601 from the **Automobile Burglary and Theft Prevention Task Force** for the **Auto Theft Task Force Program** for the grant period beginning September 1, 2012 and ending August 31, 2012

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 17th day of April, 2012

County of Galveston, Texas

By _____
Mark A. Henry
County Judge

_____
Dwight D. Sullivan
County Clerk

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

Form ABTPA-104 (01/12)

Application for State Assistance

1 For ABTPA Use Only	3. a Date Submitted	b Applicant Identifier
2. State Program Classification (For ABTPA Use Only)	4 a Date Received by State	b State Application Identifier

5 Applicant Information

a Legal Name:
County of Galveston

b Address (give street or P O. Box, City, County, State, and Zip Code)
722 Moody, 2nd Floor, Galveston
Galveston County, Texas

c. Organizational Unit:
Auto Crimes Task Force

d Name and telephone number of person to be contacted on matters involving this application (give area code)
Tommy Hansen - Project Director (409) 766-2358; Danny Sheppard

6. State Payee Identification Number
FEIN: 749000608

7 Type of Applicant (enter the appropriate letter in box) B

A. State
B County
C. Municipal
D. Township
E. Interstate
F Intermunicipal
G. Special District
H. Independent School District
I. State Controlled Institution of Higher Learning
J Private University
K. Indian Tribe
L. Individual
M Nonprofit Organization
N Other (specify):

8 Type of Application:
☐ New ☒ Continuation ☐ Revision
If Revision, check appropriate box(es)
☐ Increase Award ☐ Decrease Award ☐ Other (specify)
☐ Increase Duration ☐ Decrease Duration

9 Name of Grantor Agency:
Texas Automobile Burglary & Theft Prevention Authority
4000 Jackson Avenue
Austin, Texas 78731
Phone: (512) 374-5101
Fax: (512) 374-5110
Website: www.bwatchyourcar.com

10 Title of Project.
Galveston County Auto Crimes Task Force

11. Areas of Project Activities (Cities, Counties, States, etc.)
Incorporated and unincorporated areas of Galveston County, and Southern Harris, Brazoria and Matagorda Counties upon request

12 Proposed Project
Start Date: 09/01/12
Ending Date: 08/31/13

13 Is application subject to review by state executive order 12372 process?
☐ YES, this application was made available to the Texas Review and Comment System (TRACS) for review on _____ Date:
☐ Program is not covered by E. O. 12372
☐ Program has not been selected by state for review
☒ NO

14 Funding Summary.
Total of a, b, & c must agree with d.
Note. Please enter whole dollars for the amounts requested.

a Total State Grant Funds Requested (ABTPA)	$ 586,601
b Cash Match	$ 327,661
c In-Kind Match	$ 192,820
d TOTAL(s)	$ 1,107,082

15 Is the applicant delinquent on any federal debt?
☐ YES If "Yes" attach an explanation ☒ NO

16 To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

a Typed name of Authorized Official Mark Henry b Title County Judge c. Telephone Number (409) 766-2244

d Signature of Authorized Official Mark Henry e Date Signed 4/17/12

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require state, local, regional, or other priority rating?

☐Yes ☒No

Name of Governing Body _____
Priority Rating _____

Item 2.
Does this assistance require state, or local advisory, educational, or health clearance?

☐Yes ☒No

Name of Agency or Board (Attach Documentation) _____

Item 3.
Does this assistance request require state, local, regional, or other planning approval?

☒Yes ☐No

Name of Approving Agency Texas ABTPA

Item 4.
Will the assistance requested serve a federal installation?

☐Yes ☒No

Name of Federal Installation _____
Federal Population Benefiting from Project _____

Item 5.
Will the assistance requested have an impact or effect on the environment?

☐Yes ☒No

See instructions for additional information to be provided.

Item 6.
Will the assistance requested cause the displacement of individuals, families, businesses or farms?

☐Yes ☒No

Number of Individuals _____
Families _____
Businesses _____
Farms _____

Item 7.
Is there other related assistance on this project (previous, pending, or anticipated)?

☐Yes ☒No

See instructions for additional information to be provided.

BUDGET SUMMARY

Section A—Budget Summary						
Line	Schedule	Budget Categories	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) Total
1	A	Personnel (Direct Salaries)	413,961	61,484	0	475,445
2	A	Personnel (Fringe Benefits)	0	143,517	0	143,517
3	B	Professional and Contractual Services	0	0	8,820	8,820
4	C	Travel	10,000	2,000	0	12,000
5	D	Equipment	115,000	0	100,000	215,000
6	E	Supplies and Direct Operating Exp.	47,640	120,660	84,000	252,300
7		Total Direct Charges (Sum of 1-6)	586,601	327,661	192,820	1,107,082
8	F	Indirect Costs	0	0	0	0
9		TOTALS (Sum of 7-8)	586,601	327,661	192,820	1,107,082

Section B—Cash and/or In-Kind Match
Enter separately each source of matching funds and the amounts.
Total Match must agree with the total of Line 9, Column 2 and Column 3 above and the total of lines 14 (b) and (c) on ABTPA-1.

CASH				TOTAL 294,161
Source	Amount	Source	Amount	
Galveston County	203,339	City of Hitchcock	15,971	
City of Galveston	32,341	City of La Marque	23,202	
City of Santa Fe	19,308			
PROGRAM INCOME (To be utilized.)				TOTAL 33,500
Total Program Income (available)	$71,062 (Estimate)			
IN-KIND (Total must agree with ABTPA-1, Line 14c.)				TOTAL 192,820
Schedule	Amount	Schedule	Amount	
A	0	D	100,000	
B	8,820	E	84,000	
C	0			
				TOTAL MATCH 520,481

SCHEDULE A

PERSONNEL

1. Direct Salaries

Title or Position	% of Salary	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) TOTAL
(A) Project Director: GCSO	100	0	5,000	0	5,000
(B) Commander: GCSO	100	59,991	0	0	59,991
(C) Asst Commander: GCSO	100	59,991	0	0	59,991
(D) Agent: Galveston PD	100	58,884	0	0	58,884
(E) Agent: Santa Fe PD	100	50,400	0	0	50,400
(F) Agent: La Marque PD	100	44,000	0	0	44,000
(G) Agent: GC Constable, Pct 8	100	43,519	0	0	43,519
(H) Agent: Hitchcock PD	100	31,500	0	0	31,500
(I) Agent: GCSO Environmental	20	11,998	47,993	0	59,991
(J) Office Manager/ Analyst	80	33,966	8,491	0	42,457
(K)					
(L)					
(M)					
(N)					
Overtime		19,712	0	0	19,712
TOTAL Direct Salaries	900	413,961	61,484	0	475,445

2. Fringe Benefits

	% of $ Rate				
FICA	@ 3.4463	0	14,266	0	14,266
Retirement	@ 15.8059	0	65,430	0	65,430
Insurance	@ 11.7855	0	48,787	0	48,787
Other: (Explain)	@ 3.6317	0	15,034	0	15,034
TOTAL Fringe Benefits		0	143,517	0	143,517
TOTAL PERSONNEL BUDGET		413,961	205,001	0	618,962

SCHEDULE A PERSONNEL NARRATIVE

1. Attach a description of the duties or responsibilities of each position. ***(Job posting can not substitute for descriptive narrative for each position.)***

- **Include only one position per line.**
- **Percentage of salary to be funded by grant funds.**
- **Should reflect employee's gross salary attributable to the project.**
- **Include percent of time on auto theft for each position. (40 hours per week)**

Project Director: Administrative and advisory position. The Project Director acts as a liaison between the Governing Board (Chiefs and Sheriff) and the Task Force. Maintains a line of communication with the Texas Automobile Burglary and Theft Prevention Authority Board and staff. Lt. Hansen's status has changed from full time to part time and the match amount is based on the estimated amount of time he will spend in FY 2013 working for the Galveston County Auto Crimes Task Force. No portion of his salary will be funded by grant funds.

Unit Commander (Galveston County Sheriffs Office): The Unit Commander supervises the daily operations of the Task Force including strategy development and case assignment / review. The Commander maintains communication with the Governing Board, Project Director, Field Agents, and office personnel. The Unit Commander stays in contact with the County Auditor and Purchasing Agent to ensure compliance with the appropriate State and County regulations. The Commander provides both tactical and strategic analytical support to all Local, County, State, and Federal Agencies. In addition the Commander coordinates with the Office Manager/Analyst concerning appointments, travel, training, and monitoring of financial records. Attends and conducts Peace Officer Training and Public Awareness Programs as needed. Unit Commander is 100% assigned to Auto Crimes Task Force. (Gross Salary: $59,991; ABTPA Funding: $59,991)

Agents: The Agents conduct investigations, both pro-active (self-initiated) and reactive as assigned by the Commander. Agents operate both overtly and covertly as deemed necessary by the Commander. Agents attend and conduct Peace Officer Training. They will also conduct public awareness programs as directed, serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes. Agents will also assist all local, county, state, and federal agencies when requested to related Auto Crimes Task Force stated mission assignments. Agents assigned are provided by: Galveston County Sheriff's Office (Gross Salary: $59,991, ABTPA Funding: $59,991); Galveston Police Department (Gross Salary: $58,884, ABTPA Funding: $58,884); Santa Fe Police Department (Gross Salary: $50,400, ABTPA Funding: $50,400); La Marque Police Depart (Gross Salary: $44,000, ABTPA Funding: $44,000); Hitchcock Police Department (Gross Salary: $31,500, ABTPA Funding: $31,500); and Galveston County Precinct 8 Constables Office (Gross Salary: $43,519, ABTPA Funding: $43,519) These agents are 100% assigned to Auto Crimes Task Force. Their respective agencies pay for their benefits and maintain assigned vehicles. An Environmental Sheriff's Investigator assigned to Auto Crimes Task Force works 20% for Auto Crimes Task Force assisting in inspections (Gross Salary: $59,991, ABTPA Funding: $11,998).

Office Manager/Analyst: Manages Auto Crimes Task Force office by organizing files, paying bills, maintaining schedules, and performing intelligence analysis for Agents. The Office Manager assists in monitoring the unit funds to ensure appropriate records of expenditures and assists the Commander and Project Director with appointments, travel, itineraries, training, and the monitoring of financial records. The Office Manager maintains an accurate ledger of all expenditures and schedule balances. Office Manager performs duties for Auto Crimes Task Force 80% of time; 20% of time Office Manager performs duties for Nuisance Abatement and Environmental Crimes. (Gross Salary: $42,457; ABTPA Funding: $33,966)

Nuisance Abatement Officer: This position is now a licensed Texas Peace Officer housed in the same building with Galveston County Auto Crimes. Primary assignment is Nuisance Abatement and may assist during salvage yard inspections and Criminal Investigations as needed. No funding from ABTPA.

Note 1: Salaries and benefits listed are based on existing salary/benefit scales and/or contractual agreements between governmental entities and employees with respect to the percentage of their time dedicated to Auto Crimes Task Force. Potential cost of living adjustments, step increases, and potential salary increases due to contract negotiations of the varying agencies are included in the amounts estimated for FY 2013.

2. Fringe Benefits Narrative
(Describe fringe benefits and how expenses were calculated).

Benefits used as cash match were estimated using Fiscal Year 2012 County and City funds and do not reflect any anticipated increases which may take effect in FY 2013. These benefits include, but are not limited to, retirement, medical, incentive, unemployment, workman's compensation, supplemental death, alternate and/or Social Security, Medicare, longevity, uniform/ clothing/equipment allowances. Each of the participating agencies has their own benefits packages and incentives and estimates are broken down as follows:

Commander (Galveston County Sheriff's Office): Calculated based on bi-weekly payroll deduction. Health Insurance - $227.54; Medicare/FICA - $0; Pension -$214.91; Alternate Plan (retirement) - $192.61; Unemployment Insurance: $7 47. Total estimated annually· $16,706

Assistant Commander (Galveston County Sheriff's Office): Calculated based on bi-weekly payroll deduction. Health Insurance - $227.54; Medicare/FICA - $32.03 ; Pension -$214.91; Alternate Plan (retirement) - $192.61; Unemployment Insurance: $7.47. Total estimated annually: $17,539

Agent (Galveston Police Department): Calculated based on annual estimated benefits letter submitted for FY 2012 by Galveston Police Department Certificate Pay - $2,496; Longevity Pay - $756.08; FICA Old - $3852.18; FICA Medicare - $900.91; Workman's Comp - $5,747.21; Pension -$7,455.84; Health Insurance - $3,705; Dental Insurance - $288.00; Uniform Reimbursement - $1,000. Total estimated annually: $26,201

Agent (Santa Fe Police Department): Calculated based on averages of amounts listed on invoices submitted for FY 2012 thus far by Santa Fe Police Department. FICA /Medicare - $756.00; Health Insurance - $5,438; Cleaning Allowance - $480; Longevity Pay - $305; Retirement - $6,189. Total estimated annually: $13,168

Agent (La Marque Police Department): Calculated based on averages of amounts listed on invoices submitted for FY 2012 thus far by La Marque Police Department. FICA /Medicare - $3,716.16; Health Insurance - $4,445.88; Equipment/Cleaning - $780; Longevity Pay - $250; Certificate Pay - $2,580; Retirement - $5,289.96. Total estimated annually: $17,062

Agent (Galveston County Constable, Pct 8): Calculated based on bi-weekly payroll deduction. Health Insurance - $227.54; Medicare/ FICA - $23.44; Pension -$155.90; Alternate Plan (retirement) - $139.72; Unemployment Insurance: $5.42. Total estimated annually: $14,353

Agent (Hitchcock Police Department): Calculated based on averages of amounts listed on invoices submitted for FY 2012 thus far by Hitchcock Police Department. FICA /Medicare - $2,295; Health Insurance - $6,513; Retirement - $1,023. Total estimated annually: $9,831

Agent (Galveston County Sheriff's Office Environmental Crimes): Calculated based on bi-weekly payroll deduction. Health Insurance - $227.54; Medicare/FICA - $32.03; Pension -$214.91; Alternate Plan (retirement) - $192.61. Total estimated annually: $17,344

Office Manager/Analyst (Galveston County Sheriff's Office): Calculated based on bi-weekly payroll deduction. Health Insurance - $182.03; Medicare/FICA - $18.11, Pension -$121.68; Alternate Plan (retirement) - $109.06; Unemployment Insurance: $4.23. Total estimated annually: $11,313

SCHEDULE A - OVERTIME NARRATIVE

REQUIRED NARRATIVE: Provide a brief summary on the use of overtime funds.

1. Include description of work activity to be conducted.
2. Estimate number of hours and cost for overtime activities.

These funds are used to pay agents and staff for investigations when actively pursuing a case beyond normal working hours, and for work on special operations (Barndoor, J-Hook, bait car surveillance, etc...), fugitive apprehension, wrecker enforcement, bait car surveillance, or events such as Mardi Gras, Beach Party Weekend and other events with high traffic, and for classes given outside of normal operating hours, including instructing other Police Agencies in Auto Theft Detection and other auto related crimes, at Citizen Police Academies, and when giving Crime Prevention Presentations at night or on weekends. Amount requested is 5% of our salary grant funds request.

To accomplish these activities Galveston County Auto Crimes anticipates the use of approximately 493 overtime hours with an average pay rate of $40.00/hr for an estimated total cost of $19,712.

The breakdowns of overtime activities are as follows:

1. Six Crime Prevention Programs with two agents for four hours each at an average pay rate of $40.00/hr for a total of $1,920.
2. Six Citizen Police Academies with two agents for four hours each at an average pay rate of $40.00/hr for a total of $ 1,920
3 A total of 100 hrs for Agents working Mardi Gras, Beach Party or other large high traffic events at an average pay rate of $40.00/hr for a total of $4000.
4. Working active cases after normal hours for a total of 297 hrs at an average pay rate of $40.00/hr for a total of $11,872

Galveston County Auto Crimes Task Force is a multi-agency task force. Each participant works under their own overtime pay policy. The normal policy of Auto Crimes Task Force is that any hours worked beyond 80 hours per pay period, with prior approval of the Commander, may be submitted for overtime pay. Each participant's policy determines whether the agent is eligible to receive straight time or that agent's overtime rate. Shifts are also adjusted when possible to accommodate scheduled programs.

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

	(1)	(2)	(3)	(4)
Description of Service	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
(A) Software / Hardware Maintenance	0	0	4,800	4,800
(B) Data Line Service	0	0	4,020	4,020
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
(J)				
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES	0	0	8,820	8,820

SCHEDULE B PROFESSIONAL AND CONTRACTUAL SERVICES NARRATIVE

REQUIRED NARRATIVE: Briefly describe any anticipated contractual arrangement and work products expected. Describe basis for arriving at the cost of each line item. Professional services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs, if any.

A. Software / Hardware Maintenance **In-Kind match using Fiscal Year 2013 County Funds **

Auto Crimes Task Force maintains a local area network consisting of a server, workstations, and network printers to facilitate its operations and record keeping, multiple software packages, FAX/Modem operations, access to Texas Crime Information Center and access to the County of Galveston mainframe via connection to the County of Galveston county wide area network. The Galveston County Auto Crimes Task Force utilizes the OSSI multi-jurisdictional records management and mobile data systems. Direct and immediate access to appropriate technical and maintenance assistance is paramount in an investigative / intelligence based unit such as the Auto Crimes Task Force. Information concerning upgrades to hardware, software, and services are critical. The Galveston County Information Technology department will assist in a time of crisis or hardware failure and immediately send us a replacement until that piece of equipment is repaired.

B. Data Line Service: **In-Kind match using Fiscal Year 2013 County Funds **

Auto Crimes Task Force is connected to the County's Wide Area Network via high speed data line from our office in League City to the Galveston County Court House located in Galveston. This line provides a vital link allowing access to the jail information management system, warrant information, County and District Clerk, and financial management information system of Galveston County. Internet access is attainable for research. An Auto Crimes Task Force web site is maintained for information on vehicle thefts, prevention and other services provided by Auto Crimes Task Force is available on line at www.co.galveston.tx.us/actf. The Galveston County Auto Crimes Task Force also maintains a FACEBOOK page.

This line also provides our link to telephone service through the Galveston County Switchboard reducing our long distance costs substantially, thus removing base telephone service entirely.

SCHEDULE C

TRAVEL

1. In-State Travel (Specify clearly and use continuation pages if necessary)

		(1)	(2)	(3)	(4)
Purpose	**Destination**	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
ABTPA Meetings/Conf	TBA	3,840	0	0	3,840
TAVTI	El Paso	1,700	0	0	1,700
Southwest NATIA	San Antonio	570	0	0	570
DPS Auto Theft Trainin	Austin	890	0	0	890
TOTAL In-State Travel		7,000	0	0	7,000

2. Out-of-State Travel (Specify clearly and use continuation pages if necessary)

		(1)	(2)	(3)	(4)
Purpose	**Destination**	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
IAATI	Italy	2,000	2,000	0	4,000
NAEC	TBA	1,000	0	0	1,000
TOTAL Out-Of-State Travel		3,000	2,000	0	5,000
TOTAL TRAVEL BUDGET		10,000	2,000	0	12,000

SCHEDULE C TRAVEL NARRATIVE

REQUIRED NARRATIVE: Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem. Describe travel purposes and expense calculations (example: purpose, number of participants, number of days/nights, costs for lodging/per diem, transportation, parking, etc.

A copy of the Travel Policy for Galveston County is attached. County employees will utilize the most economical and effective means of transportation, housing and meals that are available. When evaluating travel costs, it is important to include employee costs. That is, savings from inexpensive travel agenda can more than be offset by excessive travel time that keeps the employee away from normal County duties. Saving a few dollars on airline tickets is not warranted if the employee must leave a day early and the cost of the employee's salary for that day exceeds the airline ticket savings. Nevertheless, whenever justifiable employees will utilize transportation that is the most economical in total trip cost. Hotel shuttles are preferred over taxis and taxis are preferred over rental cars, etc. The current per diem rate for the county is $45 per day and the mileage rate is $.555 per mile.

**ABTPA Funds for Fiscal Year 2013- $10,000 **
** Program Income Funds for FY 2013 - $2,000 **

Investigative: Investigations will likely necessitate both In-State and Out of State travel during the fiscal year. They include participation in Operation Gate / Spider Web type projects as they develop, assisting other projects or following investigative leads.

Training: The travel expenses listed for training will be to attend the following schools and other as yet to be announced training schools to expand the level of training and knowledge of the agents assigned to Auto Crimes Task Force.

a. Texas Automobile Burglary & Theft Prevention Authority: Quarterly meetings, annual meetings and any Texas Automobile Theft Prevention Authority sponsored event or meeting.

Meetings: 2 people x $45/day per Diem x 2 days x 3 meetings = $ 540
2 hotel rooms x 2 days x $100/night x 3 meetings= $1200
Conference: 4 people x $45/day per diem x 5 days= $ 900
3 hotel rooms x 4 days x $100/night= $1200
Total: $3,840.00

b. Texas Association of Auto Theft Investigators (TAVTI): South Regional Chapter of Texas Association of Auto Theft Investigators will conduct its annual seminar providing training, intelligence sharing and investigative contacts.

4 people x $45/day per diem x 5 days= $ 900
2 hotel rooms x 4 days x $100/night= $ 800
Total: $1,700.00

c. Southwest Technical Investigators: Auto Crimes Task Force sends two agents to this school. The school/conference updates and shows new technology in surveillance technology.

2 people x $45/day per diem x 3 days= $270
1 hotel room x 3 days x $100/night= $300
Total: $570.00

d. Advanced and Specialized Auto Theft: Auto Crimes Task Force anticipates a change of two personnel from the participating agencies due to normal rotation. New agents are sent to the schools held by Texas Department of Public Safety.

2 people x $45/day per diem x 5 days= $450
1 hotel room x 5 days x $88/night= $440
Total: $890.00

e. International Association of Auto Theft Investigators (IAATI): IAATI will conduct its annual seminar providing training, intelligence sharing and investigative contacts.

** FY 2013 Program Income Funds - $2,000 **

**ABTPA Funds for Fiscal Year 2013- $2,000 **

4 people x $45/day per diem x 9 days= $ 1,620
2 hotel rooms x 8 days x $149/night= $ 2,380
Total: $4,000 00

f. North American Export Committee: Project Director will represent the Auto Crimes Task Force and ABTPA at the North American Export Committee meetings. Port inspections have become a major focus of the committee meetings due to homeland security. The task force has a vested interest in new trends involving importing/exporting stolen vehicles as we perform port inspections for the coastal area.

**ABTPA Funds for Fiscal Year 2013- $1,000 **

Total: $1,000

Galveston County Auditor's Office

Travel Policy

Effective September 19, 2005

Galveston County

Travel Policy

This policy as adopted by Commissioners Court (CC) is meant to provide guidance as to appropriate travel methods and reimbursable expenses while traveling on County business. Whenever unusual circumstances are involved or this Policy does not provide clear guidance, please secure a written opinion from the County Auditor prior to the trip.

Overview

County employees will utilize the most economical and effective means of transportation, housing and meals that are available. When evaluating travel costs, it is important to include employee costs. That is, savings from inexpensive travel agenda can more than be offset by excessive travel time that keeps the employee away from normal County duties. Saving a few dollars on airline tickets is not warranted if the employee must leave a day early and the cost of the employee's salary for that day exceeds the airline ticket savings. Nevertheless, whenever justifiable employees will utilize transportation that is the most economical in total trip cost. Hotel shuttles are preferred over taxis and taxis are preferred over rental cars, etc.

Budgeted Funds

All travel must include a properly approved travel request. Travel requests (Exhibit I) will include a brief justification for the trip and will identify the estimated cost for the trip. It will include estimates for:

- Registration fees
- Lodging
- Air fare
- Personal auto usage
- Parking
- Shuttle
- Meals
- Incidentals

All travel requests must be approved in advance by a department head and must include an assertion that adequate travel funds are available. The approved Travel Information Form should be sent to the Purchasing Agent who will create the Purchase Order to cover the cost of the travel and forward a copy of the Travel Information Form to the County Auditor for review. Upon completion of travel, a Travel Expense Report will be completed and submitted with proper approval to the County Auditor. If the actual expenses exceed the amount estimated on the travel request, payment for the excess charges will only be made if there are additional unobligated travel funds available for that department. Prisoner transport does not require the

completion of a travel request form.

Exhibit I

Travel Information Form

Requestor _____ **Department** _____

Date _____ **Destination** _____

From Date _____ **To Date** _____

Purpose _____

Requested Transportation _____

Preferred Hotel _____

Special Request (Rental Car, Extra Travel Days, Use of Private Vehicle) _____

_____

IFAS Account Number _____

Purchase Order Number _____ **County Auditor** _____

Comments _____

Allowable Travel Expenses

Reimbursable expenses must be reasonable and normal for the area. County policy is to consider any trip which is Out-of-County and is less than 30 miles from the employee's regular place of employment or the employee's home to be local travel and reimbursable only for mileage, parking and tolls. Mileage will be determined using Mapquest (www.mapquest.com). Questions about qualifying for this limit should be directed in writing in advance of the trip to the County Auditor whenever there is any doubt about travel meeting the 30 mile requirement. Travel which is Out-of-County and more than 30 miles from the employee's regular place of employment or the employee's home, whichever is closer to the travel destination and for more than one day is eligible for per diem, hotel, and other travel reimbursement identified in this policy. Travel that meets this definition and does not require an overnight stay will be reimbursed at the per diem rate for the meals taken while out-of-the-County.

The following examples are representative of allowable expenses:

- Hotel rooms including the night before where morning travel is not reasonable

- Per diem meals up to $45 per day without receipts ($10 –breakfast, $13 - lunch and $22 dinner). Meals provided by conferences and airlines must be utilized and per diem will be reduced accordingly.

- Travel completed before noon will receive $23 and travel completed after noon will receive a full day's per diem. Travel beginning before noon will receive a full day's per diem and travel beginning after noon will receive $23.

- Incidental expenses for telephone calls and cleaning where justified

- Reasonable long distance calls. Employees are requested to use phone cards rather than charge calls to the room at hotel rates. Cards should be kept by the department for future use whenever significant prepaid time is remaining.

- Out-of-town travel utilizing public airport hotel shuttle buses. Where airport shuttle busses are not available, a taxi or rental vehicle may be utilized when justified.

- Baggage storage fees

- Long-term airport parking

- Mileage from employee's home to airport and return

- Tolls

- Regular hotel guest parking

Travel Advances

Employees are encouraged to pay for their trips using their personal credit cards or may utilize approved County P-Cards. Timely filed travel expense reports should be processed so that the reimbursement checks are sent to the employee before personal credit card payments are due. Whenever an employee cannot utilize a personal credit card for travel, the County may provide a special Travel P-Card for paying travel expenses. Refer to the County P-Card Procedure for specific instructions. In some circumstances where travel by the employee is infrequent, a travel advance check may be utilized instead of a P-Card for the expenses other than airline and hotel costs.

Hotels

The County encourages the use of clean, comfortable and safe hotels but expects that the employee will be frugal in selecting a hotel. Government rates should be utilized whenever available. The use of discounted conference hotels is acceptable; but use of other more economical hotels is encouraged whenever available within walking distance of the meeting or conference. The use of room service is not allowed. Liquor, movies and spa charges will not be reimbursed. The use of concierge to store baggage is encouraged in order to avoid late checkout charges at the hotel. Use of hotel shuttles or buses is also encouraged in order to minimize transportation costs. Long-distance calls using the hotel phone are discouraged. Phone cards, which can be purchased at most convenience stores or the hotel gift shop, are the preferred method to pay for long distance calls. Phone cards should be filed with the expense report. Collect calls will be used only in emergency situations. Arrival one night before morning meetings or conferences is acceptable whenever same day travel is not reasonable. Arrival the day of the meeting or conference is encouraged whenever the meeting or conference does not begin before 10:00 AM. Return the same day that the conference or meeting ends is expected except where reasonable connections will not assure arrival at a Houston area airport before 10:00 PM. Valet parking will not be reimbursed.

Air Fare

Travel by air is acceptable whenever travel by car is longer than three hours or air travel is cheaper than travel by car. Air reservations should be placed through Purchasing so that state rates can be utilized. It is acceptable, however, for the individual to make reservations directly where the individual can secure a rate lower than the state rate. An employee wishing to make personal reservations must verify the state rate from Purchasing and attach a written verification to the expense report. The County will not reimburse costs in

excess of the state rate. Travel should be scheduled to allow for the most economical fares but should not force an employee to travel after 10:00 PM. It is acceptable to travel a day early in order to receive a discounted air fare; however, the savings in air fare should exceed any hotel, meal and incidental expenses incurred due to early travel. Please note that the County Travel Agent has agreed to secure the least expensive available fares including Fun Fares from Southwest Airlines if the Travel Information Form is processed in sufficient time to allow for posted weekly specials to be utilized. Although not refundable, these type fares can be redeemed for other Southwest travel by any County employee. Approval for early travel should be received in advance from the County Auditor and the requestor should include details such as the following exhibit:

Exhibit II

Costs for Monday through Wednesday conference:

Air Fare Sunday and return on Wednesday to Los Angeles	$ 750.00
Hotel 3 days at $120	360.00
Meals 4 days at $45	180.00
Mileage to airport	30.00
Parking airport 4 days at $7.50	30.00
Conference	800.00
Incidentals	40.00
Total trip costs	$2,190.00

Costs for Saturday stay over:

Air Fare Saturday and return on Wednesday to Los Angeles	$ 289.00
Hotel 4 days at $120	480.00
Meals 5 days at $45	225.00
Mileage to airport	30.00
Parking airport 5 days at $7.50	37.50
Conference	800.00
Incidentals	50.00
Total trip costs	$1,911.50
Net savings to County	$ 278.50

While early travel outside of normal work hours is allowed, it is at the employee's option and is not mandatory. Travel time outside normal work hours is not compensated time.

Rental Cars

Hotel shuttle buses and taxis, in that order, are the preferable means of transportation when out-of-town. Where these options are impractical or uneconomical, use of a rental car may be justified. A Rental Car Request (Exhibit III) shall be completed by the employee and approved by the County Auditor prior to making a rental car reservation. The County self-insures and therefore the employee should waive the extra vehicle insurance. The County will not reimburse the employee for this insurance charge. The employee should ensure that the vehicle is returned with a full tank of gas. Fuel and other receipts should be retained along with the vehicle receipt for reimbursement. The use of an economy car for one person, a mid-size for two and a full-size for three or more is the recommended vehicle. The use of SUV, vans or other specialty vehicles

requires special justification. The employee should make the rental car reservation through the County travel agent. The employee can make personal reservations whenever a better rate can be obtained. A quote must be obtained from Purchasing and included on the Travel Expense Reimbursement in order to validate the lower rate. The County will not pay more than the rate quoted from Purchasing.

Exhibit III

Rental Vehicle Justification

Date of Request _____ **Date of Trip** _____

Number of Days _____ **Destination** _____

Type of Vehicle _____ **Number of Occupants** _____

Rate _____ **Rate Verification** _____

Justification: _____

_____

Requestor _____ **Department** _____

County Auditor _____ **Approved** ? **Disapproved** ?

Comments _____

Meals

The County has determined that out-of-town meals and associated gratuities should be paid on a per diem basis at a rate established by the Commissioners' Court during the annual budget approval process. Currently, that rate is $45 per day. This is composed of $10- breakfast, $13 - lunch and $22 - dinner. The employee is not required to keep receipts to document the cost of these meals. The allowance will be prorated for partial days. Trips beginning before noon will receive a full per diem; trips beginning after noon will receive $23. Trips completed before noon will receive $23 and trips completed after noon will receive $45. Meal tips are included in the per diem rate and should not be reported separately.

Whenever meals are included in a conference or event, employees are expected to use the furnished meals and the per diem rate will be reduced by the applicable per diem amount for each event meal. Meals will not be paid for travel within the 30-mile radius. Meals included in professional meetings where the meal is not billed separately from the registration will be reimbursed. Business meals where County business is conducted will be reimbursed. All business meal reimbursement requests must identify the business partners in attendance and provide an explanation of the County business that was conducted. Alcoholic beverages will not be reimbursed. Reasonable tips (15%) on business meals are acceptable.

Use of Personal Vehicles

The use of personal vehicles for County business travel is acceptable whenever a County vehicle cannot effectively be utilized. The County does not insure private vehicles so each employee is responsible to determine whether his personal automobile insurance policy coverage is adequate. Damage to the vehicle, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the employee, not the County. The County will reimburse the employee based upon beginning and ending odometer readings at the current IRS rate. In addition to mileage reimbursement, the County will reimburse parking and tolls incurred in the course and scope of County business.

The use of a personal vehicle for out-of-town travel whenever a County vehicle is not available is acceptable as long as the total cost to the County, including employee salary, does not exceed the cost of air travel. Minimum travel to restaurants and other locations will be included in the mileage reimbursed. Mileage will be computed from the employee's home or the regular work site whichever is closest to the destination.

Taxi, Hotel Shuttle, Public Transportation

Hotel shuttle service is the preferred method of travel at out-of-town locations where available. Day tickets or week tickets should be used when available. Round trip service is available at most airports to the major hotels in the area. Whenever hotel shuttle service is not available because of late arrival or an unusual destination, use of a taxi is acceptable. Receipts should be retained to document this expense. Using a taxi from a hotel or meeting site to visit a restaurant or other event site will not be reimbursed.

Long Distance Calls /Internet Service

The County will reimburse reasonable long distance charges for out-of-town travel. Phone cards, which are available at most convenience stores and hotel guest shops, are preferable. The use of hotel long distance service is discouraged. Collect calls are allowed only in an emergency.

Reasonable internet café service charges will be reimbursed, to facilitate employee remote access to County email promoting a continuation of County business from out-of-town locations.

Incidental Expenses

The County will reimburse for reasonable incidental expenses necessitated by a long trip. Customary hotel and transportation tips will be reimbursed.

Expenses Not Reimbursed

- Movie charges
- Room service
- Spas
- Health club
- Room bars
- Limousines
- Luxury rental cars

- Refueling charges by rental car companies
- Optional insurance
- Entertainment expenses
- Personal items
- Medication or doctor's visits
- Valet parking

Last Updated: 02/17/12

LaToya Jordan

SCHEDULE D

EQUIPMENT PURCHASES

	(1)	(2)	(3)	(4)
Equipment Name or Description and Quantity (Do Not List Brand Names)	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
(A) Work truck equipped (2)	66,500	0	0	66,500
(B) Panasonic Tough Books laptop computers (9)	48,500	0	0	48,500
(C) Officer Safety Vehicle	0	0	35,000	35,000
(D) 800 MHz Trunk Radio System	0	0	65,000	65,000
(E)				
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL EQUIPMENT PURCHASES	115,000	0	100,000	215,000

SCHEDULE D EQUIPMENT NARRATIVE

REQUIRED NARRATIVE: Briefly describe the use of equipment and the cost of each line item.

A. Vehicles: **ABTPA Funds for Fiscal Year 2013- $66,500 **

The Galveston County Auto Crimes Task Force relies on its vehicles to serve the project area. Auto Crimes Task Force currently purchases all vehicles. The maintenance and insurance of the vehicles are maintained by the assigned agent's home agency. In order to maintain a reliable fleet and minimize costs, Auto Crimes Task Force relies on a rotation schedule for the vehicles to be maintained. Galveston County currently replaces vehicles based on mileage and or age (4 years). Auto Crimes Task Force is requesting funds to replace two vehicles. The vehicles being replaced will be available for public auction and the proceeds will be placed into Program Income to be used to fund a portion of the Project in the next fiscal year. Price includes estimated vehicle price of $28,500 each plus approximately $4,750 per truck to fully equip the vehicle with lights, sirens, antennas, window tint, tool boxes, etc, and the installation of such and de-install from the replaced vehicles.

B. Laptop Computers (9): ** ABTPA Funds for Fiscal Year 2013 - $48,500 **

The Panasonic Tough Books would replace our existing laptop computers to handle the graphic applications that run with our tracking and mapping devices. Our current laptop computers are several years old and the processors and memory are outdated. Price is based on quote from April 2012 and includes the Tough Book computers for durability and DVD drives, port replicators, auto adapters and AC adapters for all 9 computers.

C. Officer Safety Vehicle: ** In-Kind match using Fiscal Year 2013 County Funds **

This vehicle is provided to Auto Crimes Task Force by Galveston County to increase capabilities in providing for the safety of our agents operating in an undercover capacity and/or surveillance operation. This vehicle contains state of the art surveillance equipment that supplements and enhances equipment that Auto Crimes Task Force possesses. The officer safety vehicle was custom built and equipped based on the experience of the Audio Intelligence Devices staff and members of the Galveston County Sheriff's Office. This vehicle is operated by Auto Crimes Task Force agents who have been trained to operate this highly sophisticated piece of equipment. The Officer Safety Vehicle was upgraded during Fiscal Year 2011 with advanced technology.

D. 800 MHz Trunk Radio System: ** In-Kind match using Fiscal Year 2013 County Funds **

Galveston County has provided Auto Crimes Task Force with 10 mobile units, 11 Handi-Talkies and a base for the office, all of which were upgraded in Fiscal Year 2012. This system provides Auto Crimes Task Force with reliable communication to ensure officer safety and operational security and integrity. The system also provides Auto Crimes Task Force with rapid contact with every law enforcement agency in Galveston County. Galveston County pays for the monthly/annual fee for both mobile and handheld radios required by the Emergency 911 District. Galveston County maintains the radio system at the Smart Zone level, complete with encryption. This system allows us coverage in a large area of Southeast Texas.

SCHEDULE E

SUPPLIES AND DIRECT OPERATING EXPENSES

	(1)	(2)	(3)	(4)
Directly Charged Supplies and Other Operating Expenses	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
(A) Fuel	5,000	32,760	0	37,760
(B) Vehicle Maintenance / Insurance	4,000	20,000	0	24,000
(C) Wireless Communications	19,200	0	0	19,200
(D) Departmental Supplies	4,500	0	0	4,500
(E) Registrations	2,100	0	0	2,100
(F) Crime Prevention Supplies	5,000	3,000	0	8,000
(G) Office Supplies	2,500	0	2,500	5,000
(H) Building Maintenance	1,000	0	15,000	16,000
(I) Evidence Towing	500	0	0	500
(J) Service Contracts	3,840	0	0	3,840
(K) Radio Maintenance (Program Income)	0	3,500	0	3,500
(L) Confidential Funds (Program Income)	0	25,000	0	25,000
(M) Utilities	0	24,000	0	24,000
(N) Building Alarm Service	0	2,400	0	2,400
(O) Commercial Database Services	0	5,000	0	5,000
(P) Long Distance and Telephone Services	0	5,000	0	5,000
(Q) Secured Storage Facility	0	0	65,000	65,000
(R) Printing	0	0	1,500	1,500
TOTAL SUPPLIES AND DIRECT OPERATING EXPENSES	47,640	120,660	84,000	252,300

SCHEDULE E SUPPLIES AND DIRECT OPERATING EXPENSES NARRATIVE

REQUIRED NARRATIVE: Briefly describe the basis for arriving at the cost of each line item AND THE USE OF EACH ITEM.

(A) Fuel ** Cash match using Fiscal Year 2013 County and City Funds **
**ABTPA Funds for Fiscal Year 2013- $5,000 **

Auto Crimes Task Force maintains two (2) major credit card accounts to be utilized by Agents who are traveling outside of Galveston County during investigations, training, Crime Prevention Programs and during emergency situations when an Agent cannot fuel his vehicle from his agency's facility. Proper documentation concerning tax exempt status has been completed to remove appropriate taxes on fuel and oil associated with the credit cards. We regularly travel at the request of Texas Automobile Burglary and Theft Prevention Authority staff and other projects outside our normal area of operation to lend our assistance to requesting agencies. Due to the rising cost of fuel, we feel that $5,000.00 should cover fuel costs for bait vehicle, Crime Prevention vehicles, and travel expenses not covered by the cash match of the cities and county. Cash match figures based on the following calculation: $70/tank x 1 time/week x 9 vehicles x 52 week/year

(B) Vehicle Maintenance / Insurance ** Cash match using Fiscal Year 2013 County and City Funds **
**ABTPA Funds for Fiscal Year 2013- $4,000 **

Auto Crimes Task Force has obtained at no cost to Texas Automobile Burglary and Theft Prevention Authority, 2 bait vehicles, bait all terrain vehicles and bait personal water craft. These vehicles are used for "bait", surveillance, and other covert activities. Auto Crimes Task Force has two fully functional "Bait Vehicles" equipped with tracking devices, cameras, sound and recording system. When a theft of the "bait" has occurred Auto Crimes Task Force is alerted and goes into action. The project requests $4000.00 to cover maintenance costs of the bait vehicle, along with our License Plate Reader vehicle, our crime prevention trailer and other trailers. Insurance for these vehicles is provided by the county. Insurance and maintenance provided by each participating agency for 8 agent's vehicles used as cash match is estimated at $2500/year for each.

(C) Wireless Communications **ABTPA Funds for Fiscal Year 2013 - $19,290 **

This year Galveston County Auto Crimes Task Force would like to combine two previous line items (Cellular Phones and Aircards) to one account to cover all wireless phone/data lines. Cellular telephones are used by Auto Crimes Task Force agents to support field activities, sharing information and requesting analytical assistance. With the use of cellular telephones we are able to contact and share information or request assistance from multiple agencies, local, state and federal, instantly, unlike a radio that may not have radio contact/frequencies or are out of radio range. We have recently switched providers to Verizon and our projected annual cost is $9,600. Through Verizon, we also have cellular data links in 2 bait vehicles and other data links for our LPR and tracking units to operate our GPS system. GCACTF maintains two IP video cameras which are used for surveillance. This system utilizes two air cards. The cost for these services is approximately $315/month for a projected total of $3,780. We will continue to use air cards (cellular data link) with our mobile laptop computers to allow Auto Crimes Task Force agents to function in the field as in the office by sending and receiving data related to identifying motor vehicles, suspects, or relaying information in surveillance situations in a timely and secure method. This service is currently provided by Sprint and costs approximately $436/month for a total of $5,232 annually. Finally, we have one data line through AT&T at a cost of $56.50/month, total of $678 annually, which is necessary for our 980 GPS tracker. Some of the various surveillance equipment is proprietary to particular service providers so we will continue to have separate providers for FY 2013.

(D) Departmental (expendable) Supplies **ABTPA Funds for Fiscal Year 2013- $4,500 **

This category deals with replacement of cleaners (degreasers), damaged hand tools, and many other items used by Auto Crimes Task Force Agents in the course of their assigned duties.

(E) Registration Fees **ABTPA Funds for Fiscal Year 2013 - $2,100 **

Each of the below listed schools are discussed under Schedule C – travel in detail. Additional training seminars may become available, both in Texas and in neighboring states that provide valuable information, expertise and contacts to the attending agents.

Texas Automobile Prevention Authority & Conference: Date: TBA 2012 - 2013 $0/person $ 00

Texas Association of Vehicle Theft Investigators: Date: October 2012

$150/person x 4 people $ 600.00

Southwest Technical Investigators: Date: February 2013
$50/person x 2 people $100.00

Advanced and Specialized Auto Theft: Date: TBA 2012 - 2013
$0/person $0.00

International Association of Auto Theft Investigators: Date: August 2013
$300/person X 4 people $1200.00

North American Export Committee: Date: TBA 2013
$200/person x 1 person $200.00

(F) Crime Prevention Supplies **ABTPA Funds for Fiscal Year 2013 - $5,000 **
** Cash match using Fiscal Year 2013 Program Income Funds - $3,000 **

Crime prevention give-aways are used to deliver the message and philosophy of Automobile Burglary and Theft Prevention Authority and Auto Crimes Task Force during crime prevention programs and presentations. The items will be embossed with the Texas Automobile Burglary and Theft Prevention Authority logo along with Auto Crimes Task Force identifiers. The give-aways may consist of pencils, koozies, notepads, fans, pens, and hats to name a few as well as all Texas Automobile Burglary and Theft Prevention Authority literature. These funds will also be used to purchase supplies such as VIN etching stencil refills and etching cream. Work clothes will be purchased utilizing Program Income funds.

(G) Office Supplies ** In-Kind match using Fiscal Year 2013 County Funds **
**ABTPA Funds for Fiscal Year 2013 - $2,500 **
Routine desktop supplies, computer paper, fax paper, batteries for electronics, audio/videotapes, and blank CD's/DVD's, etc. These items will be utilized to assist the agents and office manager to perform their work efficiently and professionally. Estimated cost for office supplies is approximately $2,500.00. Galveston County Information Technology will support and maintain the black and white laser printers and provide ink cartridges.

(H) Building Maintenance ** In-Kind match using Fiscal Year 2013 County Funds **
**ABTPA Funds for Fiscal Year 2013 - $1,000 **

Galveston County provides building maintenance and facility support such as lawn care, custodial services and air-conditioning/heating. $1,000.00 is requested to cover unforeseen expenditures associated with the facility.

(I) Evidence Towing **ABTPA Funds for Fiscal Year 2013 - $500 **

Auto Crimes Task Force has a car hauler that we utilize for most recoveries, however, some circumstances, such as fully stripped vehicles with no tires, necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed $500.00 in towing fees.

(J) Service Contracts **ABTPA Funds for Fiscal Year 2013 - $3,840 **

Auto Crimes Task Force maintains service contracts with Vigilant Video, Susteen and Bender Enterprises for continued services to our technical equipment. We will have an annual renewal with Vigilant Video of $2,500 for upgrades to the existing License Plate Reader system and continued access to the LEARN and NVLS data servers. We will renew our contract with Susteen, $800 annually for upgrades to the Cellular Phone Data Retrieval system which provides continued additions for the retrieval of data from new models by all makers of cell phones. Finally, we will also have an annual VINtrack software upgrade for the Homeland Security Package for our OBD and bluetooth VIN readers through Bender Enterprises. This cost is approximately $540 per year.

(K) Radio Maintenance **Cash match using Fiscal Year 2013 Program Income Funds **

These funds provide for replacement of antennas, reprogramming expenses, and service fees associated with the maintenance of the 800 MHz Trunk Radio System and mobile data computers. Estimated maintenance costs are $3500.00. The County is operating in the Smart Zone and has finalized the upgrade in Fiscal Year 2012.

(L) Confidential Funds ** Cash match using Fiscal Year 2013 Program Income Funds **

This money is used for the payment of confidential informants, purchase of stolen property during covert operations and to cover expenses incurred by agents working covert operations. These funds will be utilized from our program income account.

(M) Utilities ** Cash match using Fiscal Year 2013 County Funds **

Galveston County will maintain utility services (electrical, water, sewer, garbage disposal, etc...) for the Auto Crimes Task Force.

(N) Building Alarm Service ** Cash match using Fiscal Year 2013 County Funds **

This is a 24-hour monitoring and call-out service for our office building and storage/inspection garage. Galveston County provides all fees and costs of the system for Auto Crimes Task Force.

(O) Commercial Data Base Services ** Cash match using Fiscal Year 2013 County Funds **

Auto Crimes Task Force subscribes to a commercial data base service. The system is used to identify and locate individuals and/or vehicles throughout Texas and the majority of the United States. This service provides vital background information in addition to being able to fully identify an individual or vehicle based on extremely limited information. Information from a wide variety of resources is centralized in one location saving thousand of man hours that would be required to conduct a hand search for the information.

(P) Long Distance and Telephone Service ** Cash match using Fiscal Year 2013 County Funds **

Galveston County supplies and maintains Auto Crimes Task Force's landline telephone service for our agents use.

(Q) Secured Storage Facility ** In-Kind match using Fiscal Year 2013 County Funds **

Galveston County obtained the Weather Building in League City and has given it to Auto Crimes Task Force for use. This building consists of offices for our agents, commander's office, reception area, property room, conference room, interview room and a class room area. Galveston County Auto Crimes Task Force purchased two storage containers for secured storage.

(R) Printing ** In-Kind match using Fiscal Year 2013 County Funds **

Includes business cards (standard and undercover), stationary and envelopes (standard and undercover), additional undercover support documentation and miscellaneous inventory/evidence documentation forms. Printing costs are estimated at $1500.00. The County maintains a print shop that handles most of the printing needs of the Auto Crimes Task Force.

SCHEDULE F NARRATIVE

Currently ABTPA does not fund indirect costs, except for the Council of Governments agencies. Applicants may not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

PROGRAM NARRATIVE

I. **To be considered for funding, a proposed grant project:**

1. Must address a problem that is clearly identified, is measurable and is supported by relevant statistical evidence;

2. Must minimize duplication or overlapping of existing programs;

3. Must have a design wherein the activities and objectives are realistic and attainable;

4. Preferably should, but is not required to, be innovative in its concept/ design/operation; (a project is considered innovative if it provides a new and different strategy or approach that prevents, deters, intervenes, or stops a criminal act from occurring);

5. Must have a cost structure which is realistic when compared to its goals;

6. Must cooperate and coordinate its activities with other appropriate agencies/projects;

7 Must include a proposed evaluation design that provides relevant data to measure the effectiveness of the project and a plan for performing such evaluation; and,

8. Must include measurable objectives to reach the standard goals of the authority's mission, listed below for each category of funding:

Standard Goals for Categories Listed Below:
The categories below reflect more enforcement activity, thus the suggested goals are directed more towards similar activities.

(T01) Law enforcement, detection and apprehension; (T03) Prevention, anti-theft devices and automobile registration; (T04) Reduction of the sale of stolen vehicles and parts

Goal 1: Reduce the incident of Motor Vehicle Theft.
Goal 2: Reduce the incident of Theft from a Motor Vehicle.
Goal 3: Public Awareness methods used to educate the citizens of Texas and training of qualified personnel in the detection and prevention of auto burglary & theft.
Goal 4: Help increase the recovery rate of stolen motor vehicles
Goal 5: The number of persons arrested from motor vehicle theft.
Goal 6: The clearance rate of motor vehicle thefts
Goal 7: Prevent the incident of fraudulent titles and registration of stolen vehicles.
Goal 8: Reduce the incident of automobile insurance fraud.

(T02) Prosecution, adjudication and conviction

Goal 1: Prosecute auto burglary & theft cases as presented by law enforcement.
Goal 2: Accept referrals on at least auto burglary & theft cases as presented.
Goal 3: Obtain indictments involving organized auto theft rings and/or insurance fraud
Goal 4 Obtain convictions on auto burglary & theft cases.

(T05) Public awareness and crime prevention

Goal 1· Public Awareness methods used to educate the citizens of Texas and training of qualified personnel in the detection and prevention of auto burglary & theft.
Goal 2: Assists ABTPA grantees with public awareness activities across the state.
Goal 3: Raise awareness of vehicle crimes and knowledge of prevention methods.

PROGRAM NARRATIVE

II. The Program Narrative should present the information by which the eligibility and merit of the project can be assessed. Applications will be evaluated for funding consideration, according to the congruence of the project with the criteria stated above. The Program Narrative should include but is not limited to the following information:

1. PROBLEM STATEMENT & HISTORICAL INFORMATION:
(Please limit information to 300 words)

a Provide an assessment of the auto theft problem in the areas of coverage and existing activities that address the problem Identify the target population and the geographic target area.

Since 1993 the GCACTF has provided full service to Galveston County (pop. 291,309 per 2010 Census). Additionally, Brazoria, Southern Harris and Matagorda counties have been serviced on a request basis. Recently there has been an increase in requests from Brazoria County agencies. In 2011, we saw a 72% reduction in auto theft from 1991 GCACTF was tasked with Burglaries to Motor Vehicles in 2007. Since, there has been an almost 16% reduction in BMV's. These reductions are attributed to increased public awareness, pro-active LPR patrols, surveillance and bait vehicle operations. Joining forces with Texas DMV Regional Investigators and state and local law enforcement agencies has helped significantly. Providing local law enforcement training has also assisted in the decline of vehicle theft and burglary. Despite the reduction, Galveston County has experienced an increase in incidences of violence associated with motor vehicle crimes. Much of this is due to increased gang activity throughout the region.

b. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

None

c. Describe and document trends of the problem and the need that makes this grant necessary.

Galveston County's tourism industry includes multiple cruise lines, entertainment venues, proximity to the beach and the Houston Metropolitan area. The Ports of Galveston and Freeport are in the program area as well and export vehicles and accessories all over the world. The north end of Galveston County continues to grow rapidly. A new outlet shopping mall will be opening in Texas City in the summer of 2012. The City of League City also has new shopping and entertainment venues that have opened in the past year. As long as Galveston County continues to grow and remains a hub for travelers, there will continue to be an increased risk for vehicle thefts and burglaries. With the downturn in the economy and increased fuel costs, Galveston County now ranks in the top five travel destinations in the State of Texas.

d. Using the spreadsheet below, provide accurate statistical data for problem in project area. (e.g., cite 3 years of UCR data) Please provide all data that is available for your agency or agencies:

Vehicle Theft Data	2008	2009	2010
Number of Stolen Vehicles (UCR)	716	648	617
Number of Recovered Vehicles (UCR)	164	174	142
Number of Arrests (UCR)	153	179	149
Number of Auto Theft Training Classes (FY data)	11	6	12

Theft from a Motor Vehicle Data	2008	2009	2010
Number of Burglaries of a Vehicle	2234	2497	2644
Number of Recovered Items (parts only)	28	23	40
Number of Arrests	8	23	21
Number of *(other)* (Value of property recovered)	$17370	$40000	$7750

Other Motor Vehicle Crimes	2008	2009	2010
68A Inspections	75	70	97
Salvage Inspections	5	6	12
Number of Stolen Vehicle Inquiries (agency assists)	259	156	128

PROGRAM NARRATIVE

2. PROPOSED OBJECTIVES:

- The applicant must provide specific objectives for the project that are consistent with the proposal. The objectives should reflect the overall impact that you intend the project to attain in reaching the standard goal for the authority.
- The objectives should explain how the goal will be accomplished. The activities described should support the goal and be Specific, Measurable, Action-oriented, Realistic, and Time-oriented.
- The applicant must include an objective that addresses ***auto theft, auto burglary, and crime prevention*** that you intend the project to attain.

a. State the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.

G1: Reduce the incident of Motor Vehicle Theft
OB1: (06) Initiate keys left in vehicle operations.
OB2: (15) Initiate Bait Vehicle operations.
OB3: (50) Conduct field operations utilizing LPR

G2: Reduce the incident of Theft from a Motor Vehicle.
OB1: (15) Initiate Bait Vehicle operations.
OB2: (06) Surveillance operations during high traffic (parking lot) events I.E. Mardi Gras, Dickens on the Strand, Bike Rally, Black Friday and Spring Break.
OB3: (04) Meet with Apartment and Neighborhood associations to promote Lock, Take and Hide

G3: Public Awareness methods used to educate the citizens of Texas and training of qualified personnel in the detection and prevention of Auto Burglary and Theft.
OB1: (20) Work Public Awareness events
OB2: (25) Display Promotional Vehicle – trailer, truck and Crime Prevention Trailer.
OB3: (02) Train Crime Prevention Officers and Citizen Academy Associations on Auto Theft and Burglary prevention methods.

G4: Help increase the recovery rate of stolen Motor Vehicles.
OB1: (50) Inspect vehicles – 68 A inspections and Salvage Yards
OB2: (50) Utilize LPR
OB3: (06) Conduct shift briefing sessions with Patrol Officers throughout the county.

G5: The number of persons arrested for Motor Vehicle Theft.
OB1: (15) Conduct Bait Vehicle Operations
OB2: (25) Conduct proactive / re – active field operations
OB3: (50) Utilize LPR

G6: The clearance rate of Motor Vehicle Thefts.
OB1: (20) Theft and recovery status verification and update.
OB2: (15) File Auto Theft cases
OB3: (10) Review unsolved local stolen reports to verify status – non referral.

G7: Prevent the incident of Fraudulent Titles and registration of stolen vehicles.
OB1: (50) Inspect vehicles 68 A and Salvage Yards
OB2: (20) Work Public Awareness events
OB3: (05) Strategic planning with Texas DMV Investigators and Regional Tax Offices(Galveston and Brazoria Counties).

G8: Reduce the incident of Automobile Insurance Fraud.
OB1: (02) Conduct Patrol Briefings to educate Patrol Officers on signs of Insurance Fraud.
OB2: (06) Conduct suspected Insurance Fraud / False Report investigations.
OB3: (04) Collaborate with NICB on quarterly basis.
OB4: (04) Increase interaction with Insurance SIU groups.

b. Describe how the project will impact the stated problem.

Although our project area has been historically successful, we have to adapt to changing trends in our coverage area. There are 2 target areas in the county that have seen dramatic changes which we intend to address. The north end of Galveston County and eastern Brazoria County are ever-growing in population and retail business creating a target rich environment. The tourist industry in the southern part of Galveston County has seen record increases since the decline of the economy. Both of these areas have seen increases in the incidences of violence associated with motor vehicle crimes.

Through increased communication with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime prevention displays, we hope to continue to see reductions in the numbers of motor vehicle thefts and burglaries. The proposed additions of increased crime prevention and education activities should have a positive impact on the changing trends as well.

c. Describe proposed plan for auto theft crime prevention, education and training.

Pro-active and re-active enforcement has always, and will always be an important part of our project. However, the changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives to include:

- Operations targeting vehicles left with keys in them
- Apartments and neighborhood watch associations, home owners associations, etc
- Citizens police and sheriffs academy associations
- Increased communications and training of crime prevention and patrol officers
- Increased visibility through ACTF/ABTPA display vehicles

PROGRAM NARRATIVE

3. FUNCTIONS OF PROPOSED PROJECT:

The functions of the project should: **(Please limit information to 300 words)**

- Identify the service needs to be met by this project and the applicant's experience or qualifications.
- Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects.
- Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft and burglary. Currently, GCACTF agents are specially trained in vehicle fire investigations, cellular phone examinations, and standard and electronic surveillance measures in addition to traditional auto theft and burglary investigation methods.

All operations and services are provided to all law enforcement agencies in Galveston County as well as the counties serviced on a request basis.

The applicant's experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993.

The GCACTF was the first to have a stripped vehicle display; crime prevention trailer; to integrate environmental crimes into auto theft; and hosted the first 3 grantee conferences. A 4th was hosted in 2010.

GCACTF was one of the first programs to initiate bait vehicle operations and has one of the most active LPR programs

The GCACTF has continued to produce statistics comparable to much larger areas. GCACTF has remained innovative and vigilant in the legislative process

4. EVALUATION DESIGN:

- The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.

- goals and objectives to be evaluated monthly,
- design and implement an in-house long term calendar to tentatively schedule operations, crime prevention activities, and special projects outlined in our grant objectives
- utilize monthly report as a measuring stick to evaluate the status of our goals to allow for adjustment of objectives if needed

b. Cite relevant data that will be used to measure the effectiveness of this project.

The obvious measurable data that will evaluate our effectiveness include UCR statistics, local theft, recovery, and arrest statistics, and the values of recovered properties However, the ultimate compliment to our program is receiving repeated calls requesting assistance from law enforcement agencies worldwide, prosecuting agencies, other government departments/agencies, and the community We will continue to document these on our monthly progress reports.

c. Describe the mechanism to evaluate the program's progress.

The GCACTF will continue to document vehicle theft and burglary statistics in an excel spreadsheet that allows for easy and quick identification of statistical trends and comparisons to previous periods and/or locations.

DESIGNATION OF GRANT OFFICIALS

ABTPA rules require that three persons be designated to the positions of Authorized Official, Project Director, and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person, but under extenuating circumstances, one person may otherwise fill two positions. In accordance with the criteria and definition of responsibilities set forth in the Financial and Administrative Requirements section of the ABTPA Grant Application and Administration Guidelines governing submission of this application, the following designations are made:

APPLICANT: County of Galveston

PROJECT TITLE: Galveston County Auto Crimes Task Force

Project Director

Tommy — First Name
Hansen — Last Name

Lt, Galveston County Sheriff's Office — Title and Agency

601 54th St, #2104 — Business Address (Street or P O Box)

Galveston — City
Texas — State
77551 — Zip

(409) 766-2358 (409) 766-2600 — Telephone and Fax Numbers

Tommy Hansen@co.galveston.tx.us — E-Mail

Project Manager

Danny — First Name
Sheppard — Last Name

Sgt, Galveston County Sheriff's Office — Title and Agency

1620 Gill Rd — Business Address (Street or P.O Box)

Dickinson — City
Texas — State
77539 — Zip

(409) 766-4507 (409) 766-4510 — Telephone and Fax Numbers

Sheppard.Danny@co.galveston.tx.us — E-Mail

Financial Officer

Cliff — First Name
Billingsly — Last Name

County Auditor, County of Galveston — Title and Agency

722 Moody, 4th Floor — Business Address (Street or P.O. Box)

Galveston — City
Texas — State
77550 — Zip

(409) 770-5301 (409) 770-5397 — Telephone and Fax Numbers

Cliff Billingsly@co.galveston tx us — E-Mail

Authorized Official

The Authorized Official is the Chief Executive Officer, or designee of the Agency

Mark — First Name
Henry — Last Name

County Judge, County of Galveston — Title and Agency

722 Moody, 2nd Floor — Business Address (Street or P O Box)

Galveston — City
Texas — State
77550 — Zip

(409) 766-2244 (409) 766-4590 — Telephone and Fax Numbers

Mark.Henry@co galveston.tx.us — E-Mail

SPECIAL CONDITION

AMERICANS WITH DISABILITIES ACT CERTIFICATION

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

Mark Henry
Authorized Official

04/17/12
Date

County of Galveston
Grantee

Galveston County Auto Crimes Task Force
Project Title

SPECIAL CONDITION

Non Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

Authorized Official

04/17/12
Date

County of Galveston
Grantee

SPECIAL CONDITION

COMPLIANCE REQUIREMENT

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1) **Salaries are in accordance with local policy of the participating agencies.**
2) **Personnel are classified in accordance with the needed qualification for the position.**
3) **Fringe Benefits are in accordance with local policy of the participating agencies.**
4) **Travel Policy is in accordance with the travel policy of the participating agencies.**

Authorized Official

04/17/12
Date

County of Galveston
Grantee

SPECIAL CONDITION

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, _____, certify that:

This agency employs fewer than 50 people; therefore, the _____
(Agency)

is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of $25,000; therefore, the
County of Galveston
(Agency)
has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

Jan Piveral
(name)

Human Resources Director
(title)

722 Moody, 3rd Floor, Galveston, Texas 77550
(address)

for review or audit by an official of the Automobile Burglary & Theft Prevention Authority as required by relevant laws and regulations.

PROJECT TITLE: Galveston County Auto Crimes Task Force

Authorized Official (signature)

Project Director (signature)

04/17/12
Date

04/17/12
Date

SPECIAL CONDITION

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. **A grantee and subgrantee must comply with ABTPA grant rules and UGMS.**

2. **A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.**

3. **A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.**

4. **A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.**

5. **A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.**

6. **No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.**

7. **A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.**

SPECIAL CONDITION

ASSURANCES (continued)

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section _____.36 for additional guidance on contract provisions.)

9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

SPECIAL CONDITION

ASSURANCES (continued)

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)

16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

SPECIAL CONDITION

ASSURANCES (continued)

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)

16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Mark Henry	04/17/12
Authorized Official	**Date**

SPECIAL CONDITION

INDEPENDENT ANNUAL AUDIT CERTIFICATION

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, PL 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

☐ 1. Grant(s) expenditures of $300,000 or more in federal funds - An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

☒ 2 Grant(s) expenditures of $300,000 or more in state funds - An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).

☐ 3 Grant(s) expenditures of less than $300,000 in federal funds - Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.

☐ 4. Grant(s) expenditures less than $300,000 but $50,000 or more in state funds - A program-specific audit.

☐ 5 Grant(s) expenditures less than a total of $50,000 in state funds - Financial Statements audited in accordance with Generally Accepted Auditing Standards (GASS).

***NOTE*: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than $300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal Award.**

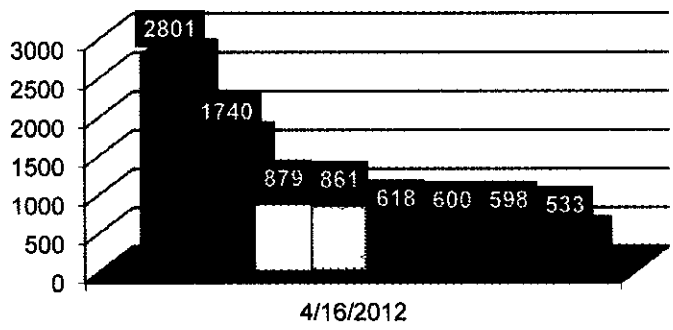
Authorized Official (signature)	**Financial Officer (signature)**
04/17/12	04/17/12
Date	**Date**
County of Galveston	SA-T01-10051-13
Grantee Organization	**Grant Number**

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

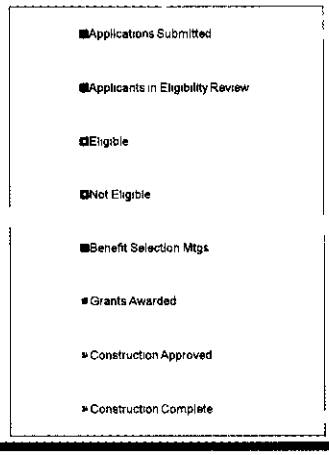
1. The identity of the organization conducting the audit.
2 Approximate time audit will be conducted.
3 Audit coverage to be provided.

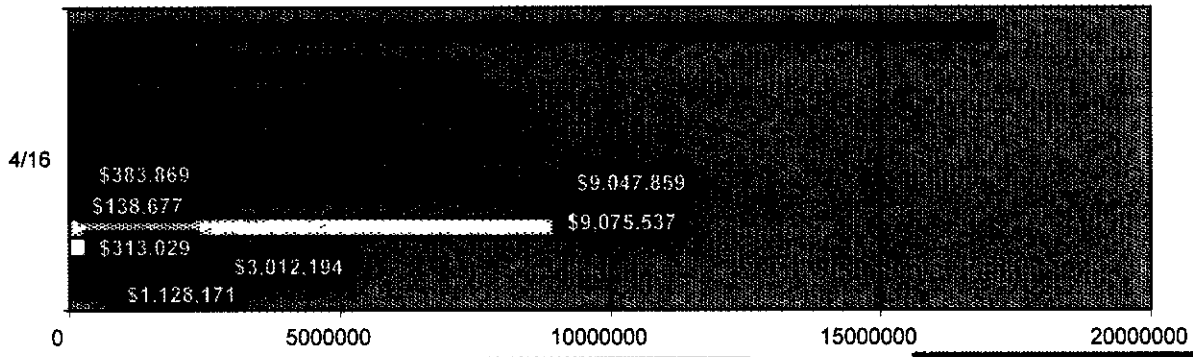
AGENDA ITEM #15a

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



WEEK ENDING DATE STATUS



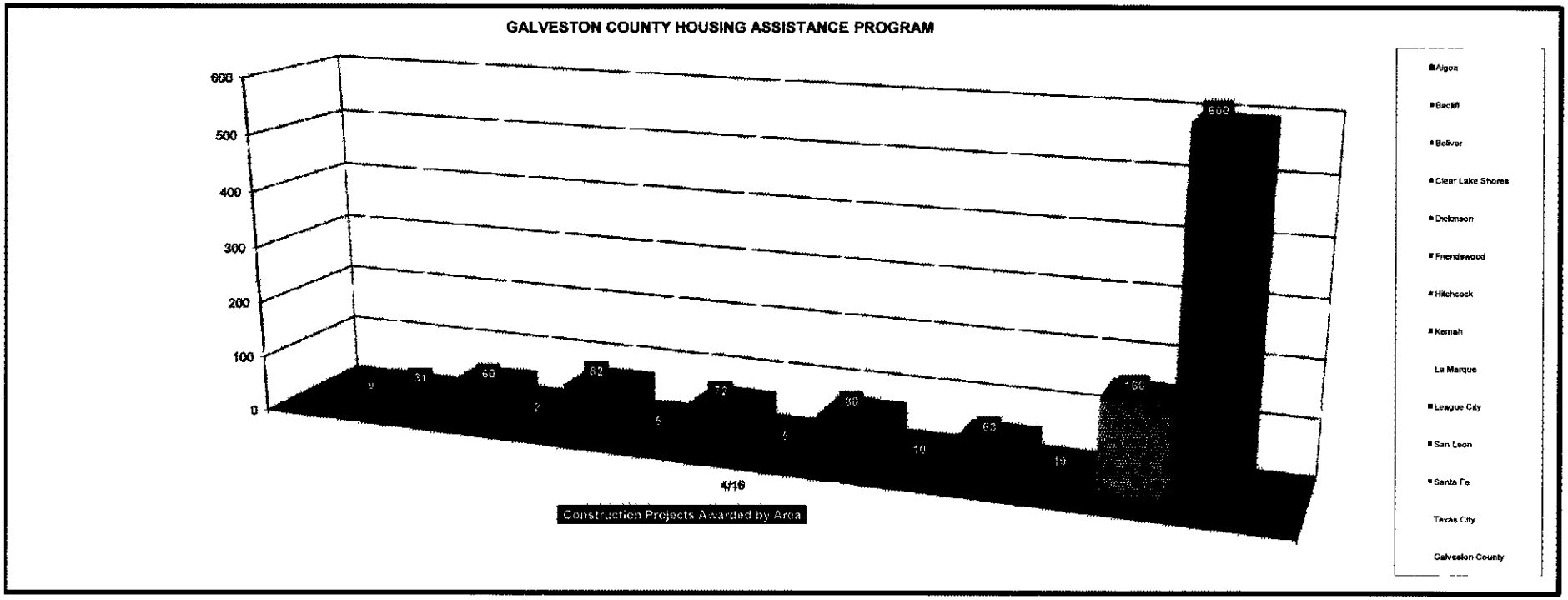


Grant Funds Awarded by Area

Total Awards- $68,868,172

GCHAP Grants Awarded by City

Date	Algoa	Bacliff	Bayou Vista	Bolivar	Clear Lake Shores	Dickinson	Friendswood	Hitchcock	Kemah	La Marque	League City	San Leon	Santa Fe	Texas City	Galveston County	% in construction to complete
4/16/2012	9	31	2	60	2	82	5	72	5	80	10	63	19	160	600	96.0%
4/16/2012	2%	5%	0.3%	10%	0.3%	14%	1%	12%	1%	13%	2%	11%	3%	27%	100%	
Dollars 4/16/12	2%	4%	0%	13%	0%	13%	1%	13%	1%	12%	1%	11%	3%	25%	100%	90.5%



GCHAP HOUSING SUMMARY

Date·	April 16, 2012	
Program.	Homeowner-OCC	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	533(556finals)	
Construction Projects with a Notice-to-Proceed and building In-Process	59(42 actual i/p)	
Construction Projects with Notice-to-Proceed but not yet started	6	
Total Construction projects with Notice-to-Proceed		598
Projects Approved by TDHCA but Awaiting Bond/Insurance	1	
Projects Awaiting State/TDHCA Approval	1	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		600
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	0	
Total projects between the builder assignment stage and construction complete stage		600
Project pending builder assignment, pending rehab sow, pending rehab bid	0	
Total Projects on Construction Pipeline		**600**
Total Grant Dollars Awarded	$	**68,868,172**

Date:	April 16, 2012	
Program:	Landlord Program	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	0	
Construction Projects with a Notice-to-Proceed and building In-Process	26	
Construction Projects with Notice-to-Proceed but not yet started	6	
Total Construction projects with Notice-to-Proceed		32
Projects Approved by TDHCA but Awaiting Bond/Insurance	0	
Projects Awaiting State/TDHCA Approval	8	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		40
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	12	
Total projects between the builder assignment stage and construction complete stage		52
Project pending builder assignment, pending rehab sow, pending rehab bid	4	
Total Projects on Construction Pipeline		56
Total Grant Dollars Awarded	$	5,324,212

Date.	April 16, 2012	
Program:	Demo Program	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	2	
Construction Projects with a Notice-to-Proceed and building In-Process	1	
Construction Projects with Notice-to-Proceed but not yet started	0	
Total Construction projects with Notice-to-Proceed		3
Projects Approved by TDHCA but Awaiting Bond/Insurance	6	
Projects Awaiting State/TDHCA Approval	0	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		9
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	0	
Total projects between the builder assignment stage and construction complete stage		9
Project pending builder assignment, pending rehab sow, pending rehab bid	6	
Total Projects on Construction Pipeline		15
Total Grant Dollars Awarded	$	51,216

AGENDA ITEM #15b

RE Agenda Item #? - Consideration of Approval of various Change Order associated with the Reconstruction and Rehabilitation of various Houses submitted by the Housing Department (CC Agenda 4/17/2012

Builder	City	Appl ID#	CO#	Amount	Original Contract Amt or + Previous CO Amt (less Gap)	Amt Plus CO	"% of Change (Amt/Orig Contract)	Description
Burghli Promenade Homes	La Marque	11818	1	$ 9,500 00	$ 112,358 10	$ 121,858 10	0 09%	**Add attached garage (requirement) per La Marque building official after file was approved by the state & engineered cost included to revise plans**

AGENDA ITEM #16a

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 4-11-12 DEPARTMENT REQUESTING EXEMPTION County Clerk

DATE JOB WAS VACANT 3-31-12 4PP END DATE 6-7-12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Deputy County Clerk POSITION # 10

BUDGETED POSITION Y

SALARY GRADE-STEP 10A SALARY $ 27,238 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Responds to inquiries & requests from public

JUSTIFICATION FOR EXEMPTION Short staffed, front Counter position

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ____ DATE ON AGENDA _____

APPROVED ____

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? ____

WHO WILL APPEAR _____

COUNTY OF GALVESTON

CLASSIFICATION TITLE **Deputy County Clerk**
DEPARTMENT. County Clerk
REPORTS TO: Court Clerk Coordinator (Misdemeanor)

CC/11

PAY GRADE. 10 **Date Created** August 1 2002 **Approved by** _____
PAY STEP- ____ **Date Revised** _____ **Approved by-** _____

FLSA STATUS __ **Exempt** _X_ **Non-Exempt** **Bi-Weekly: $1,047.62** **Salary. $ 27,238.23**

POSITION SUMMARY: This position is responsible for providing specialized administrative and technical assistance to an assigned department and may perform any or all of the functions outlined below

ESSENTIAL FUNCTIONS

Responds to inquiries and requests from other departments and the general public resolves problems as appropriate
Answers telephone, directs calls answers questions and takes messages as appropriate
Assists in proofing
Assists in research and provides information
Helps court personnel in providing requested copies of documents files, etc
Performs scanning of documents for court personnel
Provides assistance for court personnel when needed
Helps pull dockets
Assists in performing standard office functions including faxing copying, shredding, filing and typing
Provides assistance with county elections
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of the preparation and interpretation of fiscal statistical technical and narrative reports regarding department and county activities
Thorough knowledge of the purposes, principles terminology, and practices employed in the field of specialization
Working knowledge of legislation current problems and professional literature related to the field of specialization
Working knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Working knowledge of administrative planning, management, and supervision as it applies to the position
Working knowledge of county department operations, organization accountability, and responsibility
Working knowledge of laws statutes, and regulations affecting Galveston County and its government
Working knowledge of Galveston County election processes and procedures
Working knowledge of Galveston County government geography economics demographics society, goals politics policies and procedures
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work may be performed while sitting, standing, stooping bending crouching, or walking The employee may lift light or heavy objects climb ladders, or use tools or equipment requiring a high degree of dexterity The work is performed in an office courtroom darkroom or other location specific to the functions of the position

SUPERVISORY RESPONSIBILITY

This position exercises functional supervision over assigned department employees

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field in addition to basic skills typically associated with a high school education
Sufficient experience to understand the basic principles relevant to the major duties of the position usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years

Branch, Katherine

From Ross, Mae
Sent Monday, April 09, 2012 11 09 AM
To· Branch, Katherine
Cc· Sullivan, Dwight
Subject 4- Payperiod Exemption

Kathy,

We are asking for the Commissioners Court to please grant us a 4-Payperiod exemption for position number 1140000010 This vacancy is a front counter position in our League City office and has left the office with only two employees at this time

Please have this put on the agenda for April 17, 2012

Vacant - 3-31-12

Thank you
Mae Ross
Office Manager
Galveston County Clerks Office
(409) 766-2205

AGENDA ITEM #16b

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 4-11-12 DEPARTMENT REQUESTING EXEMPTION County Clerk

DATE JOB WAS VACANT 3-2-12 4PP END DATE 6-7-12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Senior Microfilm Technician POSITION # 216

BUDGETED POSITION Y

SALARY GRADE-STEP 11A SALARY $ 28,617 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Scanning for Real property division

JUSTIFICATION FOR EXEMPTION short staffed, extremely busy on a daily basis

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ____ DATE ON AGENDA _____

APPROVED ____

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? ____

WHO WILL APPEAR _____

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Senior Microfilming Technician
DEPARTMENT: County Clerk
REPORTS TO Chief Deputy County Clerk

CC/8

PAY GRADE 12 **Date Created** August 1 2002 **Approved by** _____
PAY STEP: ____ **Date Revised** _____ **Approved by** _____

FLSA STATUS. ___ **Exempt** _X_ **Non-Exempt**

POSITION SUMMARY: This position is responsible for directing the scanning and microfilming activities of the department and for directing the Real Property Division

ESSENTIAL FUNCTIONS

Directs and oversees the scanning and microfilming of new real property plat/maps, and government business documents monitors the creation, duplication, and storage of microfilm
Directs all darkroom activities
Reviews microfilm and scanned images for accuracy and quality
Responds to requests and inquiries from the general public regarding the searching of real property records and related issues
Inspects and makes minor repairs to microfilm equipment selects and places maintenance contracts on key equipment
Recommends and orders new equipment to replace outdated and/or malfunctioning equipment
Ships microfilm to warehouse for long-term storage, as needed
Operates cash register receives money for services and balances cash drawer
Files indexes and makes copies of plat/maps for the public
Coordinates the mailout of all real property records back to customers after the filing process is completed
Provides assistance during elections
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of the preparation and interpretation of fiscal, statistical technical, and narrative reports regarding department and county records management and retention activities
Thorough knowledge of the purposes, principles, terminology and practices employed in records management and retention
Thorough knowledge of equipment chemicals procedures, and processes used in the transfer of images and documents to microfilm
Thorough knowledge of the operation of digital imaging and microfilm equipment
Thorough knowledge of administrative planning, management, and supervision as it applies to the position
Working knowledge of legislation current problems, and professional literature related to records management and retention
Working knowledge of local and state law procedures and policies as they relate to the mission of the department
Working knowledge of county department operations organization accountability, and responsibility
Working knowledge of laws statutes, and regulations affecting Galveston County and its government
Working knowledge of Galveston County government, geography, economics demographics society goals, politics policies and procedures
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, stooping, or walking The employee occasionally lifts light and heavy objects
The work is typically performed in an office setting

SUPERVISORY RESPONSIBILITY

This position exercises direct supervision over Microfilming Technician (1) and functional supervision over other subordinate department employees as assigned

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field, in addition to basic skills typically associated with a high school education
Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years

Branch, Katherine

From Ross, Mae
Sent Tuesday, April 10, 2012 12 03 PM
To· Branch, Katherine
Cc· Sullivan, Dwight
Subject 4- Payperiod Exemption

Kathy,

We are asking for the Commissioners Court to please grant us a 4-Payperiod exemption for position number 1140000026 This became vacant on 3/29/12 and is in our Real Property division which is extremely busy on a daily basis

Please have this put on the agenda for April 17, 2012.

Thank you
Mae Ross
Office Manager
Galveston County Clerks Office
(409) 766-2205

AGENDA ITEM #16c

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 4-12-12 DEPARTMENT REQUESTING EXEMPTION Justice admin.

DATE JOB WAS VACANT 4-12-12 4PP END DATE 6-7-12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Case Management Specialist POSITION # 6

BUDGETED POSITION Y

SALARY GRADE-STEP 14A SALARY $ 33,187 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Responsible for management of all cases requiring specialization and/or docketing

JUSTIFICATION FOR EXEMPTION Short staffed without position

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 4-17-12

APPROVED ____

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? ____

WHO WILL APPEAR _____

COUNTY OF GALVESTON	**JOB DESCRIPTION** FLSA STATUS: ___ Exempt Pay Pay _X_ Non-Exempt Grade: 18 Step B Date Created: 10/01/2009 Approved by: Date Revised: _____ Approved by **CLASSIFICATION TITLE:** Case Management Specialist **DEPARTMENT:** District Courts

DESCRIPTION SUMMARY: Works under general direction of the Support Services Coordinator and is responsible for the management of all cases requiring specialized case management and/or separate docketing

ESSENTIAL FUNCTIONS:

1. All assignments associated with the management of pending misdemeanor criminal cases for incarcerated defendants
2. Set compliance hearings on all cases requiring breathalyzer installation
3. Monitor and analyze all reports/violations from breathalyzer providers.
4. Attend all compliance hearings (felony and misdemeanor) and provide report of compliance/violations to court
5. Monitor daily jail population and assess case status for movement in the courts or on bond.
6. Insure notice to D A. of other outstanding cases before defendant is transferred to another holding facility in order to reduce the costs associated with transporting offender back to Galveston Count for disposition of case
7. Coordinate/manage all cases on the Drug Court Program on a separate docket, as required by law.
8. Monitor compliance of offenders in the Drug Court Program.
9. Run daily reports of non-compliance and make available to court for action.
10. Attend all Drug Court Program settings. (acts as clerk to Judge since no official clerk is required in diversionary program)
11. Coordinate daily magistrate settings, both misdemeanor and felony.
12. Prepare magistrate documents and notify jail of which offenders need to be present for the magistrate setting
13. Code and manage misdemeanor cases where defendant is incarcerated (unless set for trial)
14. Coordinate plea settings for misdemeanor cases where offender is incarcerated.
15. Deliver pauper's oath from indigent offenders to the courts for appointment of attorney
16. Monitor status of court ordered services (i.e psych reports, etc) that might prolong jail time for misdemeanor offenders.
17. Assist Support Services Coordinator with operation and management of Help Desk system.
18. Responsible for insuring that all "special needs" case court files are marked properly and that both the attorney and court are aware of such.
19. Attend misdemeanor jail docket to manage courtroom activites
20. Attend and assist magistrate, as necessary
21. Read, know and understand the statutes, requirements relating to indigent defense as defined by the Texas Indigent Task Force.
22. Other duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE: High School Diploma, or equivalent

KNOWLEDGE, SKILLS & ABILITIES:

Must have an understanding of all local, state, and federal laws, typing speed of 40 wpm, ability to operate and maintain records on computer ability to use various computer software packages, ability to make mathematical calculations, ability to compose original correspondence, spreadsheets, forms, and charts, must effectively communicate with people of diverse cultural and educational backgrounds; ability to adhere to multiple job assignments requested by more than one individual, and prioritize assignments to meet deadlines, ability to work independently in the absence of specific instructions or supervision; ability to work with small office team under hurried and pressured conditions Ability to work with persons who may be aggressive mentally ill, difficult, offensive, etc Ability to maintain confidentiality

PHYSICAL DEMANDS AND WORKING CONDITIONS

-ability to sit for long periods of time
-ability to lift up to 20 pounds
ability to reach, i e extend hands and arms in any direction
ability to grasp, i e applying pressure to an object with the fingers and palm
-ability to speak -- expressing or exchanging ideas by means of the spoken work
ability to hear
ability to handle pressure
-ability to travel long distances between offices

SPECIAL REQUIREMENTS

-ability to adapt to a governmental environment

AGENDA ITEM #17a

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

April 10, 2012

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

Re: Request to Utilize HGAC –Professional Planning & Consulting Services

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bid requirement(s) set forth in Texas Local Government Code section 262 023, Competitive Requirements for certain purchases, and that authorization be granted to the Purchasing Agent to utilize the Houston-Galveston Area Council (HGAC) cooperative purchasing program (HGACBuy) to procure the following

- Professional Planning & Consulting Services – Contract No EN06-10
  Science Applications International Corporation (SAIC)
  Services included
  1 Emergency Management Consulting Services
  2 Debris Program Management Consulting Services
  3 Grant Administration and Management Services
  4 Vulnerability / Hazards Identification / Risk Assessment
  5 Security and Surveillance Services
  6 Environmental Services
  7 Logistics
  8 Interoperability, Situation Awareness, and Command & Control

All contracts available to members of HGACBuy have been awarded by a public competitive procurement process compliant with state statutes, made available for use by participating local governments, and meet the requirements of federal guidelines for reimbursement

A copy of the contract is attached for your perusal

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston County

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
BECK DISASTER RECOVERY, INC.
Maitland, Florida

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Beck Disaster Recovery, Inc.,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Professional Planning & Consulting Services** Contract to become effective as of June 1, 2010, and to continue through May 31, 2013 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Professional Planning & Consulting Services** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Professional Planning & Consulting Services** through the **H-GAC** Contract to **END USERS**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No. **EN06-10,** including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No **EN06-10,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR** Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**

The Parties accept the following definition of routine. A prescribed, detailed course of action to be followed regularly; a standard procedure
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR** The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC** In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and

conclusive decision of the Executive Director to a court of competent jurisdiction Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract, provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC.** For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if

CONTRACTOR fails to promptly remit **H-GAC's** order processing charge In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas _____
Deidre Vick, Director of Public Services

Date June 3, 2010

Signed for **Beck Disaster Recovery, Inc.** Maitland, Florida _____

Printed Name & Title Jonathan Burgiel, President

Date June 1, 2010

Attest for **Beck Disaster Recovery, Inc.** Maitland, Florida. _____

Printed Name & Title Betty Kamura, Contract Administrator

Date June 1, 2010

Attachment A
Beck Disaster Recovery, Inc.
Professional Planning & Consulting Services
Contract No. EN06-10

The Professional Planning and Consulting Services (for security, disaster preparedness, and emergency response and recovery) provided under this contract, and the allowable charges for those services, shall be per contractor's proposal submitted March 9, 2010 in response to H-GAC Request For Proposals EN06-10.

Services Included:

Emergency Management Consulting Services
Debris Program Management Consulting Services
Grant Administration and Management Services
Vulnerability /Hazards Identification/Risk Assessment
Security and Surveillance Services
Environmental Services
Logistics
Interoperability, Situational Awareness, and Command & Control

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	Hourly Rates
Subject Matter Expert	$244 00
Executive Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$225.00
Principal Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$210 00
Senior Technical Specialist	$205.00
Principal-in-Charge /Senior Program Manager	$192 00
Project/Program Manager	$175.00
Senior Public Assistance / Grant Management Consultant	$175.00
Supervising Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$158.00
Senior Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$150.00
Public Assistance / Grant Management Consultant	$150.00
Senior Planner / Engineer / Assessor /Scientist / Analyst	$145 00
Senior Oracle DBA	$138.00
Project Manager / Consultant / Planner / Engineer / Scientist / Assessor / Analyst III	$135 00
Project Manager / Consultant / Planner / Engineer / Scientist / Assessor / Analyst II	$125.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122 00
Consultant / Planner / Engineer / Scientist / Assessor / Analyst I	$115.00
Law Enforcement Subject Matter Expert/Trainer	$110 00
System Administrator	$105.00

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	Hourly Rates
Program Planner / Engineer / Scientist / Assessor / Analyst	$100 00
Assistant Planner / Engineer / Scientist / Assessor / Analyst	$95.00
Engineer / Consulting Aide	$90 00
Oracle DBA	$85 00
Project Control Specialist	$83 00
Engineer / Planning Aide	$80.00
Engineer / Analytical Aide	$75.00
Service Center/Logistics Specialist	$68.00
Research Assistant II	$66 00
Administrative Specialist III	$64.00
Help Desk Operator	$62 00
Comm. Technician	$57.00
Proposal Coordinator	$53 00
Research Assistant	$51.00
Administrative Specialist II	$48 00
Administrative Specialist I	$44.00

Debris Program Management Hourly Rates	
Category	Hourly Rates
Field Project Manager	$95 00
GIS Operator	$78.00
Deputy Field Project Manager	$75 00
Operations Manager	$70.00
Data Manager	$65.00
Field Supervisor	$65.00
Billing/Invoice Manager	$65 00
Billing/Invoice Analyst	$60.00
Disposal Site Monitor	$40 00
Collection Monitor	$40.00
Citizen Drop-Off Site Monitor	$40 00
Project Coordinator	$35.00
Load Ticket Data Entry Clerk	$35 00
Call Center Staff	$35.00

AGENDA ITEM #17b1

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

April 10, 2012

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

Re: Bid #B121018A, Beach Tractor

Gentlemen,

On March 29, 2012, bids were opened for Bid #B121018A, Beach Tractor, at which time three (3) bids were received from the following companies:

- Alvin Equipment Company, Inc — Alvin, Texas
- Brookside Equipment Sales, Inc — League City, Texas
- Hlavinka Equipment Company — Rosenberg, Texas

It is recommended that you award this bid to the lowest bidder, Alvin Equipment Company, Inc in the amount of $67,977 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: March 29, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B121018A – Beach Tractor**

I recommend awarding the above bid to the low bidder, Alvin Equipment Company, LLC for $67,977.

Thank you for your assistance in obtaining this bid.

LH/djs

BID RESPONSE TABULATION
BEACH TRACTOR ROAD AND BRIDGE
GALVESTON COUNTY, TEXAS

BID #: B121018A
OPEN: 03/29/2012
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 013177 ALVIN EQUIPMENT CO INC		Vendor 024240 BROOKSIDE EQUIP SALES INC		Vendor 700318 HLAVINKA EQUIPMENT COMP	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	92985	BEACH TRACTOR FOR ROAD AND BRIDGE	1 00	EA	67,977 00	67,977 00	81,577 00	81,577 00	69,998 40	69,998 40
				Total of all Items		**67,977.00**		**81,577.00**		**69,998.40**

BID #: B121018A
OPEN: 03/29/2012
10:00 AM

BID SHEET

BEACH TRACTOR ROAD AND BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following·

LINE ITEM TOTAL $ 67977.00

OPTIONS TO RENEV No Extensions/Non-Applicable

WITNESS

DATE 3-23-2012

COMPANY NAME Alvin Equipment + Company LLC

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME Ricky Kubeczka

TITLE Sales

CORRESPONDENCE ADDRESS 3375 East Hwy 6

CITY, STATE ZIP CODE Alvin, TX 77511

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN) 1-74130116 71

REMIT ADDRESS PO Box 1907

CITY, STATE ZIP CODE Alvin, TX 77512

TELEPHONE NUMBER 281-331-3177

FAX NUMBER 281-585-4012

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BEACH TRACTOR ROAD AND BRIDGE

GALVESTON COUNTY, TEXAS

BID #: B121018A
OPEN: 03/29/2012
10:00 AM

VENDOR ID 013177 ALVIN EQUIPMENT CO INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92985	BEACH TRACTOR FOR ROAD AND BRIDGE	1	EA	M135XDTC Kubota	$ 67,977.00	$ 67,977.00

Extended Price Total of all Item $ 67,977.00

BID #: B121018A
OPEN: 03/29/2012
10:00 AM

BID SHEET

BEACH TRACTOR ROAD AND BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 81,577.00

OPTIONS TO RENEV No Extensions/Non-Applicable

WITNESS

3/26/2012
DATE

Brookside Equipment
COMPANY NAME

Eric L Moore
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Erick Moore
PRINTED NAME

Sales Representative
TITLE

2135 Gulf Freeway So.
CORRESPONDENCE ADDRESS

League City, TX 77573
CITY, STATE ZIP CODE

1-74-1780194-2
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

7707 Mosley
REMIT ADDRESS

Houston, TX. 77017
CITY, STATE ZIP CODE

281-338-1300
TELEPHONE NUMBER

281-332-7420
FAX NUMBER

ADDENDUM'S RECEIVED #1 ✓ #2 ✓ #3 ✓

LINE ITEM DETAIL

BEACH TRACTOR ROAD AND BRIDGE

GALVESTON COUNTY, TEXAS

BID #: B121018A
OPEN: 03/29/2012
10:00 AM

VENDOR ID 024240 BROOKSIDE EQUIP SALES INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92985	BEACH TRACTOR FOR ROAD AND BRIDGE	1	EA	7230-4C	$81,577.00	$81,577.00

Extended Price Total of all Item $ 81,577.00

BID #: B121018A
OPEN: 03/29/2012
10:00 AM

BID SHEET

BEACH TRACTOR ROAD AND BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 69,998.40

OPTIONS TO RENEV No Extensions/Non-Applicable

George Triplett
WITNESS

3-27-12
DATE

Hravinka Eq Co
COMPANY NAME

Robert Vincent
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Robert Vincent
PRINTED NAME

Branch Manager
TITLE

PO Box 1726
CORRESPONDENCE ADDRESS

Rosenberg Tx 77471
CITY, STATE ZIP CODE

74-2288409
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 1726
REMIT ADDRESS

Rosenberg Tx 7747)
CITY, STATE ZIP CODE

281 342 5527
TELEPHONE NUMBER

281 341 9658
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BEACH TRACTOR ROAD AND BRIDGE

GALVESTON COUNTY, TEXAS

BID #: B121018A
OPEN: 03/29/2012
10:00 AM

VENDOR ID 700318 HLAVINKA EQUIPMENT COMPANY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92985	Kubota M135X BEACH TRACTOR FOR ROAD AND BRIDGE	1	EA	Kubota M135X LA2254	$ 69,998.40	$ 69,998.40
					Extended Price Total of all Item		$ 69,998.40

"In Stock"

AGENDA ITEM #17b2-6

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

April 10, 2012

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

Re: Bid #B122015, B122016, B122017, B122018, B122019 - Various Mosquito Control Bids

Gentlemen,

On March 20, 2012, bids were opened in my office for various chemicals for the Mosquito Control Department The lowest, most qualified bids were received from the companies as referenced below

Bid Number	Description	Lowest Qualified Company	# Bids Received
B122015	Scourge Resmetherin 18% + PBO 54%	Adapco Inc	1
B122016	Aqua-Permethrin Insecticide	Univar USA	3
B122017	BTI Mosquito Larvacide Liquid	Adapco, Inc	3
B122018	Permethrin 30-30 Mosquito Adulticide	Clarke Mosquito Control	4
B122019	Permethrin 31% & 66% Piperonyl Butoxide	Univar USA	3

It is requested that these bids be awarded to the companies mentioned above

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G MARSHALL, JR
DIRECTOR March 27, 2012
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A Dill

Rufus Crowder, CPPO
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re Bids Opened on 03/20/2012

Dear Rufus

The following listed bids for Mosquito Control insecticides, which were opened on March 20, 2012 at 2.00 pm, were the lowest bids received and I am requesting that we accept these

Bid#	B122015	Adapco Inc	Scourge	$436 62/gal
Bid#	B122016	Univar USA	Aqua-Permethrin	$130 00/gal
Bid#	B122017	Adapco Inc	BTI Larvicide Liquid	$34 48/gal
Bid#	B122018	Clarke	Permethrin 30-30	$65 00/gal
Bid#	B122019	Univar USA	Permethrin 31%&66%	$88 73/gal

Thank you for your assistance in this matter

Respectfully,

John G Marshall, Director
Galveston County Mosquito Control District

BID RESPONSE TABULATION
SCOURGE RESMETHRIN 18% + PBO 54%
GALVESTON COUNTY, TEXAS

BID #: B122015
OPEN: 03/20/2012
2:00 PM

					Vendor 405005 ADAPCO INC		Vendor		Vendor	
Item	**Product Cod**	**Description**	**Quantity**	**Units**	**Unit Price**	**Extended**	**Unit Price**	**Extended**	**Unit Price**	**Extended**
0001	48560	SCOURGE RESMETHRIN 18% + PBO 54%	1	EA	436 62	436 62	0 00	0 00	0 00	0 00
				Total of all Items		**436.62**		**0.00**		**0.00**

BID #: B122015
OPEN: 03/20/2012
2:00 PM

BID SHEET

SCOURGE RESMETHRIN 18% + PBO 54%

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 2,183.10

OPTIONS TO RENEV 2 Extensions/1 Year Options

Katy Russell
WITNESS

3/15/12
DATE

ADAPCO, Inc.
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Tom Wells
PRINTED NAME

Vice President
TITLE

550 Aero Lane
CORRESPONDENCE ADDRESS

Sanford, FL 32771
CITY, STATE ZIP CODE

59-2574523
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 116869
REMIT ADDRESS

Atlanta, GA 30368-6869
CITY, STATE ZIP CODE

800-367-0659
TELEPHONE NUMBER

866-330-9888
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

SCOURGE RESMETHRIN 18% + PBO 54%

GALVESTON COUNTY, TEXAS

BID #: B122015
OPEN: 03/20/2012
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	SCOURGE RESMETHRIN 18% + PBO 54%	1	EA	SCO1854-5 *5 gallon pail	$*436.62/gl	$ 2,183 10
					Extended Price Total of all Iten		$ 2,183 10
					SCO1854-55 **55 gallon drum	**$421 59/gl	**$23,187 45

BID #: B122015
OPEN: 03/20/2012
TIME: 2.00 PM

INVITATION TO BID
SCOURGE RESMETHRIN 18% + PBO 54%
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 **2:00 PM** on **03/20/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any bid received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122015
SCOURGE RESMETHRIN 18% + PBO 54%

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
SCOURGE RESMETHRIN 18%+PBO 54%
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
SCOURGE RESMETHRIN 18%+PBO 54%
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
SCOURGE RESMETHRIN 18%+PBO 54%
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
SCOURGE RESMETHRIN 18%+PBO 54%
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
SCOURGE RESMETHRIN 18%+PBO 54%
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
SCOURGE RESMETHRIN 18%+PBO 54%
GALVESTON COUNTY, TEXAS

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
SCOURGE RESMETHRIN 18%+PBO 54%
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
SCOURGE RESMETHRIN 18%+PBO 54%
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
SCOURGE RESMETHRIN 18%+PBO 54%
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 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
SCOURGE RESMETHRIN 18%+PBO 54%
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#: B122015
OPEN: 03/20/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
SCOURGE RESMETHRIN 18% + PBO 54%
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply Scourge (Resemethrin 18% + PBO 54%) for use by the Galveston County Mosquito Control Department

FORMULATION
Liquid oil based concentrate formulation of Resemethrin 18% and Piperonyl Butoxide 54% that is recommended to be diluted with mineral oil at various label rates When added to mineral oil, a uniform suspension must be obtained to enable reproducible applications of the adulticide has been calibrated Separation must not occur within 24 hours of mixing Must be EPA registered

STORAGE
When stored in original container in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years

APPLICATION
Product must be labeled for ground ULV and aerial ULV application with conventional ULV equipment

MATERIAL SAFETY DATA SHEETS (MSDS)
This OSHA required documentation must accompany each delivery

QUANTITY
Fifty (50) gallons or greater annually

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price
Galveston County reserves the right to order more or less of this product

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL OF PRODUCT DESCRIBED BY THE COUNTY SUPPLIED PRODUCT MUST MEET OR EXCEED THE SPECIFICATIONS LISTED TO BE CONSIDERED FOR THIS AWARD

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: CM12098

Invitation to Bid Number: B122015 - Scourge Resmethrin 18% + PBO 54%

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 19, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: ADAPCO, Inc.

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.

ADAPCO, Inc.
550 Aero Lane
Sanford, FL 32771

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 ~~15~~ 20 day of ~~March~~ May, 2012.

Contractor:

ADAPCO, Inc.

By:

Tom Wells

Date:

3/15/12

Galveston County

By:

Mark A. Henry, County Judge

Date:

4/17/12

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #17b2-6

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

April 10, 2012

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

Re: Bid #B122015, B122016, B122017, B122018, B122019 - Various Mosquito Control Bids

Gentlemen,

On March 20, 2012, bids were opened in my office for various chemicals for the Mosquito Control Department The lowest, most qualified bids were received from the companies as referenced below

Bid Number	Description	Lowest Qualified Company	# Bids Received
B122015	Scourge Resmetherin 18% + PBO 54%	Adapco Inc	1
B122016	Aqua-Permethrin Insecticide	Univar USA	3
B122017	BTI Mosquito Larvacide Liquid	Adapco, Inc	3
B122018	Permethrin 30-30 Mosquito Adulticide	Clarke Mosquito Control	4
B122019	Permethrin 31% & 66% Piperonyl Butoxide	Univar USA	3

It is requested that these bids be awarded to the companies mentioned above

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G MARSHALL, JR
DIRECTOR March 27, 2012
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A Dill

Rufus Crowder, CPPO
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re Bids Opened on 03/20/2012

Dear Rufus

The following listed bids for Mosquito Control insecticides, which were opened on March 20, 2012 at 2.00 pm, were the lowest bids received and I am requesting that we accept these

Bid#	B122015	Adapco Inc	Scourge	$436 62/gal
Bid#	B122016	Univar USA	Aqua-Permethrin	$130 00/gal
Bid#	B122017	Adapco Inc	BTI Larvicide Liquid	$34 48/gal
Bid#	B122018	Clarke	Permethrin 30-30	$65 00/gal
Bid#	B122019	Univar USA	Permethrin 31%&66%	$88 73/gal

Thank you for your assistance in this matter

Respectfully,

John G Marshall, Director
Galveston County Mosquito Control District

BID RESPONSE TABULATION
AQUA-PERMETHRIN INSECTICIDE
GALVESTON COUNTY, TEXAS

BID #. B122016
OPEN· 03/20/2012
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor· 404588 UNIVAR USA		Vendor 405005 ADAPCO INC		Vendor 713226 WESTERN EXTERMINATOR CO	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	48560	AQUA-PERMETHRIN	1	EA	130 00	130 00	200 00	200 00	144 70	144 70
				Total of all Items		**130.00**		**200.00**		**144.70**

BID #· B122016
OPEN· 03/20/2012
2·00 PM

BID SHEET

AQUA-PERMETHRIN INSECTICIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL $ 3250.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Miles White
WITNESS

3-19-12
DATE

UNIVAR USA
COMPANY NAME

Scott Pinkerton
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Scott Pinkerton
PRINTED NAME

Sales Manager
TITLE

P.O. Box 96649
CORRESPONDENCE ADDRESS

Houston TX 77213
CITY, STATE ZIP CODE

1911347935 6
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1919 Jacintoport
REMIT ADDRESS

Houston TX 77015
CITY, STATE ZIP CODE

(832) 386 3300
TELEPHONE NUMBER

(281) 864-9908
FAX NUMBER

ADDENDUM'S RECEIVED #1 ____#2 ___ #3 ___

LINE ITEM DETAIL

AQUA-PERMETHRIN INSECTICIDE

GALVESTON COUNTY, TEXAS

BID #. B122016
OPEN· 03/20/2012
2.00 PM

VENDOR ID 404588 UNIVAR USA

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	AQUA-PERMETHRIN	1	EA	725954	$ 130.00/gal	$ 325.00

Extended Price Total of all Item $ 325.00

BID #: B122016
OPEN: 03/20/2012
2:00 PM

BID SHEET

AQUA-PERMETHRIN INSECTICIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 1,000.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

3/15/12
DATE

ADAPCO, Inc
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Tom Wells
PRINTED NAME

Vice President
TITLE

550 Aero Lane
CORRESPONDENCE ADDRESS

Sanford, FL 32771
CITY, STATE ZIP CODE

59-2574523
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 116869
REMIT ADDRESS

Atlanta, GA 30368
CITY, STATE ZIP CODE

800-367-0659
TELEPHONE NUMBER

866-330-9888
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

AQUA-PERMETHRIN INSECTICIDE

GALVESTON COUNTY, TEXAS

BID #: B122016
OPEN: 03/20/2012
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	AQUA-PERMETHRIN AquaReslin	1	EA	AQR-2x2 5 2x2.5 gallon case	$ 200 00/gl	$ $1,000.00/cs
					Extended Price Total of all Item		$ 1,000.00

AQR-30 30 gallon drum $200.00/gl $6,000.00/dr

BID #: B122016
OPEN: 03/20/2012
2:00 PM

BID SHEET

AQUA-PERMETHRIN INSECTICIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 144.70 /gallon

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

3 15 12
DATE

Target Specialty Products
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mike Nichols
PRINTED NAME

Vector Business Manager
TITLE

1225 N. Post Oak Rd
CORRESPONDENCE ADDRESS

Houston, TX 77055
CITY, STATE ZIP CODE

95-1716377
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 542708
REMIT ADDRESS

Dallas, TX 75354-2708
CITY, STATE ZIP CODE

(800) 901-9746, (713) 682-4411
TELEPHONE NUMBER

(713) 682-4374
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

AQUA-PERMETHRIN INSECTICIDE

GALVESTON COUNTY, TEXAS

BID #: B122016
OPEN. 03/20/2012
2:00 PM

VENDOR ID 713226 WESTERN EXTERMINATOR COMPANY

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	AQUA-PERMETHRIN	1	EA	2239002	$144.70/gal.	$144.70/gallon
					Extended Price Total of all Iten		$144.70/gallon

BID #: B122016
OPEN: 03/20/2012
TIME: 2·00 PM

INVITATION TO BID
AQUA-PERMETHRIN INSECTICIDE
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 **2:00 PM** on **03/20/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any bid received after **2:00 PM** on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope

Bid #: B122016
PERMETHRIN INSECTICIDE

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
AQUA-PERMETHRIN INSECTICIDE
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
AQUA-PERMETHRIN INSECTICIDE
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
AQUA-PERMETHRIN INSECTICIDE
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
AQUA-PERMETHRIN INSECTICIDE
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
AQUA-PERMETHRIN INSECTICIDE
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
AQUA-PERMETHRIN INSECTICIDE
GALVESTON COUNTY, TEXAS

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
AQUA-PERMETHRIN INSECTICIDE
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
AQUA-PERMETHRIN INSECTICIDE
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
AQUA-PERMETHRIN INSECTICIDE
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
AQUA-PERMETHRIN INSECTICIDE
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#: B122016
OPEN: 03/20/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
AQUA-PERMETHRIN INSECTICIDE
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply Aqua-Permethrin Insecticide for use by the Galveston County Mosquito Control Department

FLAMMABILITY
Must be NFPA flammability one (1) or lower

FORMULATION
Liquid concentrate containing 1 67 pounds of Permethrin and 1 67 pounds of Piperonyl Butoxide per gallon Manufacture date can be no longer than 12 months prior to delivery to Galveston County Mosquito Control facilities When added to water, a uniform suspension must be obtained to enable reproducible applications of the insecticide Must be EPA registered Must have flash point>199 degrees farenheit per Tagliabue closed cup method

STORAGE
When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years

APPLICATION
Product must be labeled for ground ULV and aerial ULV mosquito control application with conventional ULV equipment

MATERIAL SAFETY DATA SHEETS (MSDS)
This OSHA required documentation must accompany each delivery

QUANTITY
Twenty-five (25) gallons or greater annually is anticipated No minimum or maximum amount is guaranteed

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price Galveston County reserves the right to order more or less of this product

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL OF PRODUCT DESCRIBED BY THE COUNTY SUPPLIED PRODUCT MUST MEET OR EXCEED THE SPECIFICATIONS LISTED TO BE CONSIDERED FOR THIS AWARD

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: CM12099

Invitation to Bid Number B122016 - Aqua-Permethrin Insecticide

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 19, 2013**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: UNIVAR USA

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:

UNIVAR USA
P.O. Box 96649
Houston, TX 77213

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

effective

Executed on this the 19th 20 day of March May, 2012

Contractor:

UNIVAR USA

By: Scott Pulitt

Date: 3/19/2012

Galveston County

By: Mark A. Henry

Date: 4/17/12

Mark A. Henry, County Judge

Attest: Dwight D. Sullivan

Dwight Sullivan, County Clerk

AGENDA ITEM #17b2-6

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

April 10, 2012

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

Re: Bid #B122015, B122016, B122017, B122018, B122019 - Various Mosquito Control Bids

Gentlemen,

On March 20, 2012, bids were opened in my office for various chemicals for the Mosquito Control Department The lowest, most qualified bids were received from the companies as referenced below

Bid Number	Description	Lowest Qualified Company	# Bids Received
B122015	Scourge Resmetherin 18% + PBO 54%	Adapco Inc	1
B122016	Aqua-Permethrin Insecticide	Univar USA	3
B122017	BTI Mosquito Larvacide Liquid	Adapco, Inc	3
B122018	Permethrin 30-30 Mosquito Adulticide	Clarke Mosquito Control	4
B122019	Permethrin 31% & 66% Piperonyl Butoxide	Univar USA	3

It is requested that these bids be awarded to the companies mentioned above

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G MARSHALL, JR
DIRECTOR March 27, 2012
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A Dill

Rufus Crowder, CPPO
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re Bids Opened on 03/20/2012

Dear Rufus

The following listed bids for Mosquito Control insecticides, which were opened on March 20, 2012 at 2.00 pm, were the lowest bids received and I am requesting that we accept these

Bid#	B122015	Adapco Inc	Scourge	$436 62/gal
Bid#	B122016	Univar USA	Aqua-Permethrin	$130 00/gal
Bid#	B122017	Adapco Inc	BTI Larvicide Liquid	$34 48/gal
Bid#	B122018	Clarke	Permethrin 30-30	$65 00/gal
Bid#	B122019	Univar USA	Permethrin 31%&66%	$88 73/gal

Thank you for your assistance in this matter

Respectfully,

John G Marshall, Director
Galveston County Mosquito Control District

BID RESPONSE TABULATION
BTI MOSQUITO LARVACIDE LIQUID
GALVESTON COUNTY, TEXAS

BID #: B122017
OPEN: 03/20/2012
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 405005 ADAPCO INC		Vendor 709671 CLARKE MOSQUITO CONTROL		Vendor 713226 WESTERN EXTERMINATOR CO	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 2 5 GALLON CONTAINER	1	EA	0 00	0 00	34 72	34 72	34 76	34 76
0002	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 5 GALLON CONTAINER	1	EA	34 48	34 48	34 72	34 72	34 76	34 76
0003	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 250 GALLON CONTAINER	1	EA	34 48	34 48	35 32	35 32	32 40	32 40
				Total of all Items		**68.96**		**104.76**		**101.92**

BID #: B122017
OPEN: 03/20/2012
2:00 PM

BID SHEET

BTI MOSQUITO LARVACIDE LIQUID

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 8,792.40

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

3/15/12
DATE

ADAPCO, Inc
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Tom Wells
PRINTED NAME

Vice President
TITLE

550 Aero Lane
CORRESPONDENCE ADDRESS

Sanford, FL 32771
CITY, STATE ZIP CODE

59-2574523
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 116869
REMIT ADDRESS

Atlanta, GA 30368
CITY, STATE ZIP CODE

800-367-0659
TELEPHONE NUMBER

866-330-9888
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BTI MOSQUITO LARVACIDE LIQUID

GALVESTON COUNTY, TEXAS

BID #: B122017
OPEN: 03/20/2012
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 2 5 GALLON CONTAINER	1	EA	NO BI D	$	$
0002	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 5 GALLON CONTAINER Aquabac XT	1	EA	AQBXT-2x2.5 2x2 5 gallon case	$ 34.48/gallon	$ 172 40/case
0003	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 250 GALLON CONTAINER Aquabac XT	1	EA	AQBXT-250 250 gallon case	$ 34 48/gallon	$8,620 00/tote

Extended Price Total of all Iten $ 8,792 40

BID #: B122017
OPEN: 03/20/2012
2.00 PM

BID SHEET

BTI MOSQUITO LARVACIDE LIQUID

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we *submit the following:*

LINE ITEM TOTAL $ 9,584.88

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

3/16/2012
DATE

Clarke Mosquito Control Products, Inc
COMPANY NAME

Brian Irby (TM)
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Brian Irby
PRINTED NAME

Territory Manager
TITLE

110 E Irving Pk Rd , 4th Floor
CORRESPONDENCE ADDRESS

16277 Collections Center Dr.
REMIT ADDRESS

Roselle, IL 60172
CITY, STATE ZIP CODE

Chicago, IL 60693
CITY, STATE ZIP CODE

36-3672438
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

800-323-5727
TELEPHONE NUMBER

800-832-9344
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BTI MOSQUITO LARVACIDE LIQUID

GALVESTON COUNTY, TEXAS

BID #: B122017
OPEN: 03/20/2012
2:00 PM

VENDOR ID 709671 CLARKE MOSQUITO CONTROL

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	Vectobac 12AS BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 2.5 GALLON CONTAINER	1	EA	11545-A	$ 34 72/gal	$ 86 80/1/2 case
0002	48560	Vectobac 12AS BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 5 GALLON CONTAINER	1	EA	11545-A	$ 34 72/gal	$ 173 60/case
0003	48560	Vectobac 12AS (264 gallon tote) BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 250 GALLON CONTAINER	1	EA	11551	$ 35.32/gal	$9,324 48/tote

Extended Price Total of all Item $ 9,584.88

BID #: B122017
OPEN: 03/20/2012
2:00 PM

BID SHEET

BTI MOSQUITO LARVACIDE LIQUID

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following.

LINE ITEM TOTAL $ 8814.30

OPTIONS TO RENEV 2 Extensions/1 Year Options

Rick Ramos
WITNESS

3-15-12
DATE

Target Specialty Products
COMPANY NAME

Mike Nichols
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mike Nichols
PRINTED NAME

Vector Business Manager
TITLE

1225 N Post Oak Rd.
CORRESPONDENCE ADDRESS

Houston TX 77055
CITY, STATE ZIP CODE

95-1710377
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 542708
REMIT ADDRESS

Dallas TX 75354-2708
CITY, STATE ZIP CODE

(800) 901-9746 (713) 682-4411
TELEPHONE NUMBER

(713) 682-4374
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BTI MOSQUITO LARVACIDE LIQUID

GALVESTON COUNTY, TEXAS

BID #: B122017
OPEN: 03/20/2012
2:00 PM

VENDOR ID 713226 WESTERN EXTERMINATOR COMPANY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 2 5 GALLON CONTAINER	1	EA	6238002	$ 34.76 /Gal	$ 86.90 / 2.5 Gal
0002	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 5 GALLON CONTAINER	1	EA	6238002	$ 34.76 /Gal	$ 173.80 / 5 Gal
0003	48560	BTI MOSQUITO LARVICIDE LIQUID TO BE SUPPLIED IN 250 GALLON CONTAINER * 264 gallon only	1	EA	6238264	$ 32.40 /Gal	$ 8553.60 / 264 Gal

Extended Price Total of all Item $ 8814.30

BID #: B122017
OPEN: 03/20/2012
TIME: 2:00 PM

INVITATION TO BID
BTI MOSQUITO LARVICIDE LIQUID
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 **2:00 PM** on **03/20/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any proposal received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122017
BTI MOSQUITO LARVICIDE LIQUID

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

Bids 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
BTI MOSQUITO LARVICIDE LIQUID
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
BTI MOSQUITO LARVICIDE LIQUID
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
BTI MOSQUITO LARVICIDE LIQUID
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
BTI MOSQUITO LARVICIDE LIQUID
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
BTI MOSQUITO LARVICIDE LIQUID
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
BTI MOSQUITO LARVICIDE LIQUID
GALVESTON COUNTY, TEXAS

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
BTI MOSQUITO LARVICIDE LIQUID
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
BTI MOSQUITO LARVICIDE LIQUID
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
BTI MOSQUITO LARVICIDE LIQUID
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
BTI MOSQUITO LARVICIDE LIQUID
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#: B122017
OPEN: 03/20/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
BTI MOSQUITO LARVICIDE LIQUID
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply BTI Mosquito Larvicide Liquid for use by the Galveston County Mosquito Control Department.

A biological insecticide, which contains a bacterium, bacillus thuringiensis var isarelensis that is registered for the control of mosquito larvae, containing a minimum of 1200 International Toxic Units (ITU) per milligram When added to water, a uniform suspension must be obtained to enable reproducible applications of the larvicide once the ariel or ground system has been calibrated

STORAGE
When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years

APPLICATION
Product must be labeled for aerial application with conventional fixed-wing aircraft and powered ground application rigs Desired rate of application of active ingredient should not exceed one (1) pint per acre for fresh water habits and two (2) pints per acre for habits with moderate pollution or organic content

MATERIAL SAFETY DATA SHEETS (MSDS)
This OSHA required documentation must accompany each delivery

BUILD MINIMUM ORDER
250 gallons per orders and all orders will be in multiples of 250 gallons Estimated usage 1,100 gallons

PACKAGED CONTAINER MINIMUM ORDER
50 gallons per order Must be supplied in 2 ½ gallon or 5 gallon containers

NOTE USAGE ESTIMATED ONLY, BASED ON ESTIMATED USAGE AND IS NOT TO BE CONSIDERED A MINIMUM OR MAXIMUM YEARLY ORDER SIZE

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL OF PRODUCT DESCRIBED BY THE COUNTY. SUPPLIED PRODUCT MUST MEET OR EXCEED THE SPECIFICATIONS LISTED TO BE CONSIDERED FOR THIS AWARD

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: CM12100

Invitation to Bid Number· B122017 - BTI Mosquito Larvacide Liquid

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 19, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: ADAPCO, Inc.

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

ADAPCO, Inc.
550 Aero Lane
Sanford, FL 32771

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 ~~15~~ 20 day of ~~March~~ May, 2012.

Contractor:

ADAPCO, Inc.

By: Tom Wells

Date: 3/15/12

Galveston County

By: **Mark A. Henry, County Judge**

Date: 4/17/12

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #17b2-6

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

April 10, 2012

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

Re: Bid #B122015, B122016, B122017, B122018, B122019 - Various Mosquito Control Bids

Gentlemen,

On March 20, 2012, bids were opened in my office for various chemicals for the Mosquito Control Department The lowest, most qualified bids were received from the companies as referenced below

Bid Number	Description	Lowest Qualified Company	# Bids Received
B122015	Scourge Resmetherin 18% + PBO 54%	Adapco Inc	1
B122016	Aqua-Permethrin Insecticide	Univar USA	3
B122017	BTI Mosquito Larvacide Liquid	Adapco, Inc	3
B122018	Permethrin 30-30 Mosquito Adulticide	Clarke Mosquito Control	4
B122019	Permethrin 31% & 66% Piperonyl Butoxide	Univar USA	3

It is requested that these bids be awarded to the companies mentioned above

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G MARSHALL, JR
DIRECTOR March 27, 2012
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A Dill

Rufus Crowder, CPPO
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re Bids Opened on 03/20/2012

Dear Rufus

The following listed bids for Mosquito Control insecticides, which were opened on March 20, 2012 at 2.00 pm, were the lowest bids received and I am requesting that we accept these

Bid#	B122015	Adapco Inc	Scourge	$436 62/gal
Bid#	B122016	Univar USA	Aqua-Permethrin	$130 00/gal
Bid#	B122017	Adapco Inc	BTI Larvicide Liquid	$34 48/gal
Bid#	B122018	Clarke	Permethrin 30-30	$65 00/gal
Bid#	B122019	Univar USA	Permethrin 31%&66%	$88 73/gal

Thank you for your assistance in this matter

Respectfully,

John G Marshall, Director
Galveston County Mosquito Control District

BID RESPONSE TABULATION
PERMETHRIN 30 30 MOSQUITO ADULTICIDE
GALVESTON COUNTY, TEXAS

BID #: B122018
OPEN: 03/20/2012
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 404588 UNIVAR USA		Vendor 405005 ADAPCO INC		Vendor 709671 CLARKE MOSQUITO CONTROL	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	48562	PERMETHRIN 30-30 MOSQUITO ADULTICIDE	1	EA	119 00	119 00	78 06	78 06	65 00	65 00
				Total of all Items		**119.00**		**78.06**		**65.00**

BID RESPONSE TABULATION
PERMETHRIN 30 30 MOSQUITO ADULTICIDE
GALVESTON COUNTY, TEXAS

BID #: B122018
OPEN: 03/20/2012
2:00 PM

					Vendor 713226 WESTERN EXTERMINATOR CO		Vendor		Vendor	
Item	**Product Cod**	**Description**	**Quantity**	**Units**	**Unit Price**	**Extended**	**Unit Price**	**Extended**	**Unit Price**	**Extended**
0001	48562	PERMETHRIN 30-30 MOSQUITO ADULTICIDE	1	EA	73 32	73 32	0 00	0 00	0 00	0 00
				Total of all Items		**73.32**		**0.00**		**0.00**

BID #. B122018
OPEN: 03/20/2012
2:00 PM

BID SHEET

PERMETHRIN 30 30 MOSQUITO ADULTICIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 5950.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Miles White
WITNESS

3-19-12
DATE

UNIVAR USA
COMPANY NAME

Scott Pinkerton
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Scott Pinkerton
PRINTED NAME

Sales Manager
TITLE

P.O. Box 96649
CORRESPONDENCE ADDRESS

Houston, TX 77213
CITY, STATE ZIP CODE

1919 Jacintoport
REMIT ADDRESS

Houston, Tx 77015
CITY, STATE ZIP CODE

1911349356
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

832-386-3300
TELEPHONE NUMBER

2818649908
FAX NUMBER

ADDENDUM'S RECEIVED #1 ____ #2 ____ #3 ____

LINE ITEM DETAIL

PERMETHRIN 30 30 MOSQUITO ADULTICIDE

GALVESTON COUNTY, TEXAS

BID #: B122018
OPEN. 03/20/2012
2:00 PM

VENDOR ID 404588 UNIVAR USA

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	PERMETHRIN 30-30 MOSQUITO ADULTICIDE	1	EA	685127	$ 119.00/gal	$ 595.00

Extended Price Total of all Item $ 595.00

BID #: B122018
OPEN: 03/20/2012
2:00 PM

BID SHEET

PERMETHRIN 30 30 MOSQUITO ADULTICIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following.

LINE ITEM TOTAL $ 390.30

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

3/16/12
DATE

ADAPCO, Inc
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Tom Wells
PRINTED NAME

Vice President
TITLE

550 Aero Lane
CORRESPONDENCE ADDRESS

Sanford, FL 32771
CITY, STATE ZIP CODE

59-2574523
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 116869
REMIT ADDRESS

Atlanta, GA 30368-6869
CITY, STATE ZIP CODE

800-367-0659
TELEPHONE NUMBER

866-330-9888
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

PERMETHRIN 30 30 MOSQUITO ADULTICIDE

GALVESTON COUNTY, TEXAS

BID #: B122018
OPEN: 03/20/2012
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	PERMETHRIN 30-30 MOSQUITO ADULTICIDE	1	EA	PERMX3030-2x2.5	$ 78.06/gl	$ 390 30/case
			Perm-X UL 30-30		2x2.5 gallon case		
						Extended Price Total of all Iten	$ 390.30
			PERMX3030-55		55 gallon drum	$74.19/gl	$4,080.45/dr

BID #: B122018
OPEN: 03/20/2012
2:00 PM

BID SHEET

PERMETHRIN 30 30 MOSQUITO ADULTICIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 325.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

3/16/2012
DATE

Clarke Mosquito Control Products, Inc
COMPANY NAME

Brian Irby
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Brian Irby
PRINTED NAME

Territory Manager
TITLE

110 E. Irving Park Rd., 4th Floor
CORRESPONDENCE ADDRESS

Roselle, IL 60172
CITY, STATE ZIP CODE

36-3672438
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

16277 Collections Center Drive
REMIT ADDRESS

Chicago, IL 60693
CITY, STATE ZIP CODE

800-323-5727
TELEPHONE NUMBER

800-832-9344
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

PERMETHRIN 30 30 MOSQUITO ADULTICIDE

GALVESTON COUNTY, TEXAS

BID #: B122018
OPEN: 03/20/2012
2:00 PM

VENDOR ID 709671 CLARKE MOSQUITO CONTROL

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	Biomist 30+30 PERMETHRIN 30-30 MOSQUITO ADULTICIDE	1	EA	11116	$ 65.00	$ 325.00/case (2x2.5's gal/case

Extended Price Total of all Item $ 325 00

BID #: B122018
OPEN: 03/20/2012
2:00 PM

BID SHEET

PERMETHRIN 30 30 MOSQUITO ADULTICIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following.

LINE ITEM TOTAL $ 73 32 /Gallon

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

3-15-12
DATE

Target Specialty Products
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mike Nichols
PRINTED NAME

Vector Business Manager
TITLE

1225 N. Post Oak Rd
CORRESPONDENCE ADDRESS

Houston, TX 77055
CITY, STATE ZIP CODE

95-1716377
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 542708
REMIT ADDRESS

Dallas, TX 75354-2708
CITY, STATE ZIP CODE

(800) 901-9746, (713) 682-4411
TELEPHONE NUMBER

(713) 682-4374
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

PERMETHRIN 30 30 MOSQUITO ADULTICIDE

GALVESTON COUNTY, TEXAS

BID #: B122018
OPEN: 03/20/2012
2:00 PM

VENDOR ID 713226 WESTERN EXTERMINATOR COMPANY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	PERMETHRIN 30-30 MOSQUITO ADULTICIDE	1	EA	2240002	$ 73.32 /Gal.	$ 73.32 /Gallon
						Extended Price Total of all Item	$ 73.32 /Gallon

BID #: B122018
OPEN: 03/20/2012
TIME: 2:00 PM

INVITATION TO BID
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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 **2:00 PM** on **03/20/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any bid received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122018
PERMETHRIN 30-30 MOSQUITO ADULTICIDE

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

Bids 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

BID#: B122018
OPEN: 03/20/2012
TIME: 2:00 PM

GENERAL PROVISIONS
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
GALVESTON COUNTY, TEXAS

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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
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#: B122018
OPEN: 03/20/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
PERMETHRIN 30-30 MOSQUITO ADULTICIDE
GALVESTON COUNTY, TEXAS

Galveston County is seeking a vendor to supply Permethrin 30-30 Mosquito Adulticide for use by the Galveston County Mosquito Control Department Product must be labeled for ground ULV and aerial ULV application with conventional ULV equipment

FORMULATION
Liquid oil based concentrate formulation of Permethrin 30% and Piperonyl Butoxide 30% that is recommended to be diluted with mineral oil at various rates When added to mineral oil, a uniform mixture must be obtained to enable reproducible applications of the adulticide once the delivery system has been calibrated Seperation must not occur within 24 hours of mixing Must be EPA registered

QUANTITY
50 Gallons annually or greater. No minimum or maximum guaranteed

STORAGE
When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years

MATERIAL SAFETY DATA SHEETS (MSDS)
This OSHA required documentation must accompany each delivery

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL OF PRODUCT DESCRIBED BY THE COUNTY SUPPLIED PRODUCT MUST MEET OR EXCEED THE SPECIFICATIONS LISTED TO BE CONSIDERED FOR THIS AWARD

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: **CM12101**

Invitation to Bid Number **B122018 - Permethrin 30-30 Mosquito Adulticide**

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 19, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: **Clarke Mosquito Control Products, Inc.**

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.

Clarke Mosquito Control Products, Inc
110 E. Irving Park Road
4th Floor
Roselle, IL 60172

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 20 day of May, 2012

Contractor:

Clarke Mosquito Control Products, Inc

By: Brian Irby

Date: 3/16/12

Galveston County

By: Mark A. Henry, County Judge

Date: 4/17/12

Attest: Dwight A. Sullivan, County Clerk

AGENDA ITEM #17b2-6

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

April 10, 2012

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

Re: Bid #B122015, B122016, B122017, B122018, B122019 - Various Mosquito Control Bids

Gentlemen,

On March 20, 2012, bids were opened in my office for various chemicals for the Mosquito Control Department The lowest, most qualified bids were received from the companies as referenced below

Bid Number	Description	Lowest Qualified Company	# Bids Received
B122015	Scourge Resmetherin 18% + PBO 54%	Adapco Inc	1
B122016	Aqua-Permethrin Insecticide	Univar USA	3
B122017	BTI Mosquito Larvacide Liquid	Adapco, Inc	3
B122018	Permethrin 30-30 Mosquito Adulticide	Clarke Mosquito Control	4
B122019	Permethrin 31% & 66% Piperonyl Butoxide	Univar USA	3

It is requested that these bids be awarded to the companies mentioned above

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G MARSHALL, JR
DIRECTOR March 27, 2012
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A Dill

Rufus Crowder, CPPO
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re Bids Opened on 03/20/2012

Dear Rufus

The following listed bids for Mosquito Control insecticides, which were opened on March 20, 2012 at 2.00 pm, were the lowest bids received and I am requesting that we accept these

Bid#	B122015	Adapco Inc	Scourge	$436 62/gal
Bid#	B122016	Univar USA	Aqua-Permethrin	$130 00/gal
Bid#	B122017	Adapco Inc	BTI Larvicide Liquid	$34 48/gal
Bid#	B122018	Clarke	Permethrin 30-30	$65 00/gal
Bid#	B122019	Univar USA	Permethrin 31%&66%	$88 73/gal

Thank you for your assistance in this matter

Respectfully,

John G Marshall, Director
Galveston County Mosquito Control District

BID RESPONSE TABULATION
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
GALVESTON COUNTY, TEXAS

BID #: B122019
OPEN: 03/20/2012
2.00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 404588 UNIVAR USA		Vendor 405005 ADAPCO INC		Vendor 713226 WESTERN EXTERMINATOR CO	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	48562	PERMETHRIN 31% & 66% PIPERONYL BUTOXI	1	EA	88 73	88 73	110 00	110 00	103 26	103 26
				Total of all Items		**88.73**		**110.00**		**103.26**

BID # B122019
OPEN 03/20/2012
2 00 PM

BID SHEET

PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 1774.60

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

DATE 3-19-12

UNIVAR USA
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Scott Pinkerton
PRINTED NAME

Sales Manager
TITLE

P.O. Box 96644
CORRESPONDENCE ADDRESS

Houston, TX 77213
CITY, STATE ZIP CODE

1-91-1347935-6
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1919 Jacintoport
REMIT ADDRESS

Houston, TX 77015
CITY STATE ZIP CODE

832-386-3300
TELEPHONE NUMBER

2818649908
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE

GALVESTON COUNTY, TEXAS

BID #. B122019
OPEN: 03/20/2012
2:00 PM

VENDOR ID 404588 UNIVAR USA

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE	1	EA	78572	$ 88.73/gal	$ 1774.60
					Extended Price Total of all Item		$ 1774.60

BID #: B122019
OPEN: 03/20/2012
2:00 PM

BID SHEET

PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 440 00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

3/15/12
DATE

ADAPCO, Inc
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Tom Wells
PRINTED NAME

Vice President
TITLE

550 Aero Lane
CORRESPONDENCE ADDRESS

Sanford, FL 32771
CITY, STATE ZIP CODE

59-2574523
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 116869
REMIT ADDRESS

Atlanta, GA 30368
CITY, STATE ZIP CODE

800-367-0659
TELEPHONE NUMBER

866-330-9888
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE

GALVESTON COUNTY, TEXAS

BID #: B122019
OPEN: 03/20/2012
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE Perm-X UL 31-66	1	EA	PERMX3166-4 4x1 gallon case	$110.00/gallon	$440.00/case
					Extended Price Total of all Item		$ 440.00
				PERMX3166-30	30 gallon drum	$101.02/gl	$3,030 60

BID #: B122019
OPEN: 03/20/2012
2:00 PM

BID SHEET

PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following·

LINE ITEM TOTAL $ 103.26 / Gallon

OPTIONS TO RENEV 2 Extensions/1 Year Options

Ruth Remo
WITNESS

3-15-12
DATE

Target Specialty Products
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mike Nichols
PRINTED NAME

Vector Business Manager
TITLE

1225 N. Post Oak Rd.
CORRESPONDENCE ADDRESS

Houston, TX 77055
CITY, STATE ZIP CODE

95-1716377
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 542708
REMIT ADDRESS

Dallas, TX 75354-2708
CITY, STATE ZIP CODE

(800)901-9746 (713)682-4411
TELEPHONE NUMBER

(713) 682-4374
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BID #: B122019
OPEN: 03/20/2012
2:00 PM

PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE

GALVESTON COUNTY, TEXAS

VENDOR ID 713226 WESTERN EXTERMINATOR COMPANY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE	1	EA	2242002	$ 103.26 /Gal	$ 103.26 /Gallon

Extended Price Total of all Item $ 103.26 /Gallon

BID #: B122019
OPEN: 03/20/2012
TIME: 2:00 PM

INVITATION TO BID
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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 **2:00 PM** on **03/20/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any bid received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122019
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE

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

Bids 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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
GALVESTON COUNTY, TEXAS

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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
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#: B122019
OPEN: 03/20/2012
TIME: 2.00 PM

SPECIAL PROVISIONS
PERMETHRIN 31% & 66% PIPERONYL BUTOXIDE
GALVESTON COUNTY, TEXAS

Galveston County is seeking a vendor to supply Permethrin 30-30 Mosquito Adulticide for use by the Galveston County Mosquito Control Department

FORMULATION
Liquid oil based concentrate formulation of Permethrin 31% and Piperonyl Butoxide 66% that is recommended to be diluted with mineral oil at various rates When added to mineral oil, a uniform mixture must be obtained to enable reproducible applications of the adulticide once the delivery system has been calibrated Separation must not occur within 24 hours of mixing Must be EPA registered

APPLICATION
Product must be labeled for ground ULV and aerial ULV application with conventional ULV equipment

QUANTITY
20 Gallons annually or greater No minimum or maximum guaranteed

STORAGE
When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years

MATERIAL SAFETY DATA SHEETS (MSDS)
This OSHA required documentation must accompany each delivery

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price Galveston County reserves the right to order more or less of this product

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL OF PRODUCT DESCRIBED BY THE COUNTY SUPPLIED PRODUCT MUST MEET OR EXCEED THE SPECIFICATIONS LISTED TO BE CONSIDERED FOR THIS AWARD

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: **CM12102**

Invitation to Bid Number **B122019 - Permethrin 31% & 66% Piperonyl Butoxide**

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 19, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: **UNIVAR USA**

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

UNIVAR USA
P.O. Box 96649
Houston, TX 77213

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 19th 20th day of March May, 2012

Contractor:

UNIVAR USA

By: **Date:** 3/19/12

Galveston County

By: **Date:** 4/17/12

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #17b7

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

April 10, 2012

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

Re: Bid #B122020 Alarm Services

Gentlemen,

On March 27, 2012 bids were opened for Bid #B122020 Alarm Services, at which time one bid was received from Alert Alarm Burglar and Fire Protection, Inc

It is requested that this bid be awarded to Alert Alarm Burglar and Fire Protection, Inc

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

April 5, 2012

To Rufus Crowder
From. Charles Kenworthy
RE Alarm Services Bid #B122020

Rufus,

I recommend that that Bid #B122020 for Alarm Services, be awarded to Alert Alarms They are a Galveston County vendor and have provided excellent service. If you have any questions please call me at 766-2385

Charles Kenworthy
Facilities Manager
Galveston County

BID RESPONSE TABULATION
ALARM SERVICES
GALVESTON COUNTY, TEXAS

BID #: B122020
OPEN: 03/27/2012
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 013524 ALERT ALARM BURG AND FIRE		Vendor		Vendor:	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99005	ALARM SERVICES AT AUTO CRIMES TASK FC 1620 GILL ROAD DICKINSON, TEXAS 77539	1	EA	150 00	150 00	0 00	0 00	0 00	0 00
0002	99005	ALARM SERVICES AT COUNTY ANNEX 172 CALDER ROAD LEAGUE CITY, TEXAS 77573	1	EA	255 00	255 00	0 00	0 00	0 00	0 00
0003	99005	ALARM SERVICES AT JERRY J ESMOND JUVE CENTER (FIRE ALARM MONITORING) 6101 ATTWATER AVENUE TEXAS CITY, TEXAS 77590	1	EA	50 00	50 00	0 00	0 00	0 00	0 00
0004	99005	ALARM SERVICES AT LA MARQUE PUMPING STATION BETWEEN LAKE ROAD & I-45 ON LEVY LA MARQUE, TEXAS 77568	1	EA	155 00	155 00	0 00	0 00	0 00	0 00
0005	99005	ALARM SERVICES AT MID COUNTY ANNEX 9850 EMMETT LOWRY EXPRESSWAY TEXAS CITY, TEXAS 77590	1	EA	50 00	50 00	0 00	0 00	0 00	0 00
0006	99005	ALARM SERVICES FOR RECORDS WAREHOUS 2007 SEALY GALVESTON, TEXAS 77550	1	EA	80 00	80 00	0 00	0 00	0 00	0 00
0007	99005	ALARM SERVICES AT SENIOR CITIZENS CENT 2201 AVENUE L GALVESTON, TEXAS 77550	1	EA	100 00	100 00	0 00	0 00	0 00	0 00
0008	99005	ALARM SERVICES AT TAX OFFICE VAULT (GALVESTON) 722 MOODY GALVESTON, TEXAS 77550	1	EA	150 00	150 00	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
ALARM SERVICES
GALVESTON COUNTY, TEXAS

BID #: B122020
OPEN: 03/27/2012
2:00 PM

0009	99005	ALARM SERVICES AT TAX OFFICE (TEXAS CITY) 2516 TEXAS AVENUE TEXAS CITY, TEXAS 77590	1	EA	130 00	130 00	0 00	0 00	0 00	0 00
0010	99005	ALARM SERVICES AT TEXAS CITY FLOOD GA 5000 LEVY ROAD TEXAS CITY, TEXAS 77590	1	EA	155 00	155 00	0 00	0 00	0 00	0 00
0011	99005	ALARM SERVICES AT TEXAS CITY PUMPING STATION - LOOP 197 ACROSS FROM CARBIDE TEXAS CITY, TEXAS 77590	1	EA	155 00	155 00	0 00	0 00	0 00	0 00
0012	99005	ALARM SERVICES AT WEST COUNTY BUILDI 11730 HIGHWAY 6 SANTA FE, TEXAS 77510	1	EA	240 00	240 00	0 00	0 00	0 00	0 00
0013	99005	ALARM SERVICES AT PRECINCT 7 BAYSHORI ANNEX - 4500 10TH STREET BACLIFF, TEXAS 77518	1	EA	200 00	200 00	0 00	0 00	0 00	0 00
0014	99005	ALARM SERVICES AT GALVESTON COUNTY MOSQUITO CONTROL DISTRICT 5115 HIGHWAY 3 DICKINSON, TEXAS 77539	1	EA	75 00	75 00	0 00	0 00	0 00	0 00
0015	99005	ALARM SERVICES AT GALVESTON COUNTY MOSQUITO CONTROL DISTRICT 2720 TERMINAL DRIVE GALVESTON, TEXAS 77551	1	EA	75 00	75 00	0 00	0 00	0 00	0 00
0016	99005	ALARM SERVICES AT WAYNE W JOHNSON COMMUNITY CENTER (CARBIDE PARK) 4102 FM 519 LA MARQUE, TEXAS 77568	1	EA	250 00	250 00	0 00	0 00	0 00	0 00
0017	99005	ALARM SERVICES AT EMERGENCY MANAGE FACILITY 1353 FM 646 DICKINSON, TEXAS 77539	1	EA	50 00	50 00	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
ALARM SERVICES
GALVESTON COUNTY, TEXAS

BID #: B122020
OPEN: 03/27/2012
2:00 PM

0018	99005	ALARM SERVICES AT CENTRAL PLANT 722 MOODY GALVESTON, TEXAS 77550	1	EA	50 00	50 00	0 00	0 00	0 00	0 00
0019	99005	ALARM SERVICES AT GALVESTON COUNTY COURTHOUSE 722 MOODY GALVESTON, TEXAS 77550	1	EA	160 00	160 00	0 00	0 00	0 00	0 00
0020	99005	ALARM SERVICES AT DICKINSON SENIOR CITIZENS CENTER 2714 HIGHWAY 3 DICKINSON, TEXAS 77539	1	EA	120 00	120 00	0 00	0 00	0 00	0 00
0021	99005	ALARM SERVICES AT NOVELLI WAREHOUSE (OFF SITE RECORDS STORAGE) 7817 BAYSIDE GALVESTON, TEXAS 77551	1	EA	90 00	90 00	0 00	0 00	0 00	0 00
0022	99005	ALARM SERVICES AT J P PRECINCT 8-2 607 SOUTH FRIENDSWOOD DRIVE #30 FRIENDSWOOD, TEXAS 77546	1	EA	130 00	130 00	0 00	0 00	0 00	0 00
0023	99005	ALARM SERVICES AT GALVESTON COUNTY EXAMINERS 6607 EMMETT F LOWRY EXPRESSWAY TEXAS CITY, TEXAS 77590	1	EA	85 00	85 00	0 00	0 00	0 00	0 00
0024	99005	ALARM SERVICES AT J P PRECINCT 6 CRYSTAL BEACH ANNEX 946 NOBEL CARL ROAD CRYSTAL BEACH, TEXAS 77650	1	EA	215 00	215 00	0 00	0 00	0 00	0 00
0025	99005	ALARM SERVICES AT CARE HERE CLINIC 1701 23RD STREET GALVESTON, TEXAS 77550	1	EA	70 00	70 00	0 00	0 00	0 00	0 00
0026	99005	ALARM SERVICES AT GALVESTON COUNTY & CENTRAL PLANT 600 59TH STREET GALVESTON, TEXAS 77551	1	EA	100 00	100 00	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
ALARM SERVICES
GALVESTON COUNTY, TEXAS

BID #: B122020
OPEN: 03/27/2012
2:00 PM

0027	99005	ALARM SERVICES AT JOE MAX TAYLOR LAW ENFORCEMENT 601 54TH STREET GALVESTON, TEXAS 77551	1	EA	275 00	275 00	0 00	0 00	0 00	0 00
0028	99005	ALARM SERVICES AT FACILITY GARAGE 2002 SEALY GALVESTON, TEXAS 77550	1	EA	50 00	50 00	0 00	0 00	0 00	0 00
0029	99005	ALARM SERVICES AT POPOVICH ANNEX 1924 SEALY GALVESTON, TEXAS 77550	1	EA	150 00	150 00	0 00	0 00	0 00	0 00
0030	99005	ALARM SERVICES AT SHERIFF DEPARTMENT MARINE DIVISION 2020 SEALY GALVESTON, TEXAS 77550	1	EA	50 00	50 00	0 00	0 00	0 00	0 00
0031	99005	ALARM SERVICES AT CARBIDE PARK SERVIC CENTER 4102 MAIN, FM 519 LA MARQUE, TEXAS 77568	1	EA	150 00	150 00	0 00	0 00	0 00	0 00
0032	99005	ALARM SERVICES A JOHNNIE HENDERSON A 203 VAUTHIER LA MARQUE, TEXAS 77568	1	EA	110 00	110 00	0 00	0 00	0 00	0 00
0033	99005	ALARM SERVICES FOR ANIMAL RESOURCE C 3412 LOOP 197 NORTH TEXAS CITY, TEXAS 77590	1	EA	230 00	230 00	0 00	0 00	0 00	0 00
0034	99005	ALARM SERVICES FOR TEXAS AGRILIFE FAC 4102-B FM 519 LA MARQUE, TEXAS 77563	1	EA	150 00	150 00	0 00	0 00	0 00	0 00
0035	99005	ALARM SERVICES FOR DANNY WEBER FIRE STATION #5 5728 AVENUE H GALVESTON, TEXAS 77551	1	EA	50 00	50 00	0 00	0 00	0 00	0 00
				Total of all Items		**4,555.00**		**0.00**		**0.00**

BID #: B122020
OPEN: 03/27/2012
2:00 PM

BID SHEET

ALARM SERVICES

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 54,660

OPTIONS TO RENEV 2 Extensions/1 Year Options

Frank Mencacci
WITNESS

3 26-2012
DATE

Alert Alarms Burglar + Fire Protection, I
COMPANY NAME

Donna Koehler Mencacci
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Donna Koehler Mencacci
PRINTED NAME

Accounting Vice President
TITLE

2308 Ball St
CORRESPONDENCE ADDRESS

Galveston, TX 77550 -2209
CITY, STATE ZIP CODE

76-0170809 6
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

2308 Ball St
REMIT ADDRESS

Galveston, TX 77550-2209
CITY, STATE ZIP CODE

409-763-3877
TELEPHONE NUMBER

409-763-3299
FAX NUMBER

ADDENDUM'S RECEIVED #1 ✓ #2 ____ #3 ____

LINE ITEM DETAIL

ALARM SERVICES

GALVESTON COUNTY, TEXAS

BID #: B122020
OPEN: 03/27/2012
2:00 PM

VENDOR ID 013524 ALERT ALARM BURG AND FIRE PROT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price (per month)	Extended Price (per year)
0001	99005	ALARM SERVICES AT AUTO CRIMES TASK FORCE 1620 GILL ROAD DICKINSON, TEXAS 77539	1	EA		$ 150	$ 1,800
0002	99005	ALARM SERVICES AT COUNTY ANNEX 172 CALDER ROAD LEAGUE CITY, TEXAS 77573	1	EA		$ 255	$ 3,060
0003	99005	ALARM SERVICES AT JERRY J ESMOND JUVENILE CENTER (FIRE ALARM MONITORING) 6101 ATTWATER AVENUE TEXAS CITY, TEXAS 77590	1	EA		$ 50	$ 600
0004	99005	ALARM SERVICES AT LA MARQUE PUMPING STATION BETWEEN LAKE ROAD & I-45 ON LEVY LA MARQUE, TEXAS 77568	1	EA		$ 155	$ 1,860
0005	99005	ALARM SERVICES AT MID COUNTY ANNEX 9850 EMMETT LOWRY EXPRESSWAY TEXAS CITY, TEXAS 77590	1	EA		$ 50	$ 600

LINE ITEM DETAIL

ALARM SERVICES

GALVESTON COUNTY, TEXAS

BID # B122020
OPEN: 03/27/2012
2.00 PM

VENDOR ID 013524 ALERT ALARM BURG AND FIRE PROT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price (per month)	Extended Price (per year)
0006	99005	ALARM SERVICES FOR RECORDS WAREHOUSE 2007 SEALY GALVESTON, TEXAS 77550	1	EA		$ 80	$ 960
0007	99005	ALARM SERVICES AT SENIOR CITIZENS CENTER 2201 AVENUE L GALVESTON TEXAS 77550	1	EA		$ 100	$ 1,200
0008	99005	ALARM SERVICES AT TAX OFFICE VAULT (GALVESTON) 722 MOODY GALVESTON, TEXAS 77550	1	EA		$ 150	$ 1,800
0009	99005	ALARM SERVICES AT TAX OFFICE (TEXAS CITY) 2516 TEXAS AVENUE TEXAS CITY, TEXAS 77590	1	EA		$ 130	$ 1,560
0010	99005	ALARM SERVICES AT TEXAS CITY FLOOD GATE 5000 LEVY ROAD TEXAS CITY, TEXAS 77590	1	EA		$ 155	$ 1,860
0011	99005	ALARM SERVICES AT TEXAS CITY PUMPING STATION - LOOP 197 ACROSS FROM CARBIDE TEXAS CITY TEXAS 77590	1	EA		$ 155	$ 1,860

LINE ITEM DETAIL

ALARM SERVICES

GALVESTON COUNTY, TEXAS

BID #: B122020
OPEN: 03/27/2012
2.00 PM

VENDOR ID 013524 ALERT ALARM BURG AND FIRE PROT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price (per month)	Extended Price (per year)
0012	99005	ALARM SERVICES AT WEST COUNTY BUILDING 11730 HIGHWAY 6 SANTA FE, TEXAS 77510	1	EA		$ 240	$ 2,880
0013	99005	ALARM SERVICES AT PRECINCT 7 BAYSHORE ANNEX - 4500 10TH STREET BACLIFF, TEXAS 77518	1	EA		$ 200	$ 2,400
0014	99005	ALARM SERVICES AT GALVESTON COUNTY MOSQUITO CONTROL DISTRICT 5115 HIGHWAY 3 DICKINSON, TEXAS 77539	1	EA		$ 75	$ 900
0015	99005	ALARM SERVICES AT GALVESTON COUNTY MOSQUITO CONTROL DISTRICT 2720 TERMINAL DRIVE GALVESTON, TEXAS 77551	1	EA		$ 75	$ 900
0016	99005	ALARM SERVICES AT WAYNE W JOHNSON COMMUNITY CENTER (CARBIDE PARK) 4102 FM 519 LA MARQUE, TEXAS 77568	1	EA		$ 250	$ 3,000

LINE ITEM DETAIL

ALARM SERVICES

GALVESTON COUNTY, TEXAS

BID #. B122020
OPEN 03/27/2012
2.00 PM

VENDOR ID 013524 ALERT ALARM BURG AND FIRE PROT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price (per month)	Extended Price (per year)
0017	99005	ALARM SERVICES AT EMERGENCY MANAGEMENT FACILITY 1353 FM 646 DICKINSON, TEXAS 77539	1	EA		$ 50	$ 600
0018	99005	ALARM SERVICES AT CENTRAL PLANT 722 MOODY GALVESTON TEXAS 77550	1	EA		$ 50	$ 600
0019	99005	ALARM SERVICES AT GALVESTON COUNTY COURTHOUSE 722 MOODY GALVESTON, TEXAS 77550	1	EA		$ 160	$ 1,920
0020	99005	ALARM SERVICES AT DICKINSON SENIOR CITIZENS CENTER 2714 HIGHWAY 3 DICKINSON, TEXAS 77539	1	EA		$ 120	$ 1,440
0021	99005	ALARM SERVICES AT NOVELLI WAREHOUSE (OFF SITE RECORDS STORAGE) 7817 BAYSIDE GALVESTON, TEXAS 77551	1	EA		$ 90	$ 1,080

LINE ITEM DETAIL

ALARM SERVICES

GALVESTON COUNTY, TEXAS

BID #. B122020
OPEN 03/27/2012
2:00 PM

VENDOR ID 013524 ALERT ALARM BURG AND FIRE PROT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price (per month)	Extended Price (per year)
0022	99005	ALARM SERVICES AT J P PRECINCT 8-2 607 SOUTH FRIENDSWOOD DRIVE #30 FRIENDSWOOD, TEXAS 77546	1	EA		$ 130	$ 1,560
0023	99005	ALARM SERVICES AT GALVESTON COUNTY MEDICAL EXAMINERS 6607 EMMETT F LOWRY EXPRESSWAY TEXAS CITY, TEXAS 77590	1	EA		$ 85	$ 1,020
0024	99005	ALARM SERVICES AT J P PRECINCT 6 CRYSTAL BEACH ANNEX 946 NOBEL CARL ROAD CRYSTAL BEACH, TEXAS 77650	1	EA		$ 215	$ 2,580
0025	99005	ALARM SERVICES AT CARE HERE CLINIC 1701 23RD STREET GALVESTON, TEXAS 77550	1	EA		$ 70	$ 840
0026	99005	ALARM SERVICES AT GALVESTON COUNTY COURTS & CENTRAL PLANT 600 59TH STREET GALVESTON, TEXAS 77551	1	EA		$ 100	$ 1,200

LINE ITEM DETAIL

ALARM SERVICES

GALVESTON COUNTY, TEXAS

BID #: B122020
OPEN. 03/27/2012
2 00 PM

VENDOR ID 013524 ALERT ALARM BURG AND FIRE PROT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price (per month)	Extended Price (per year)
0027	99005	ALARM SERVICES AT JOE MAX TAYLOR LAW ENFORCEMENT 601 54TH STREET GALVESTON, TEXAS 77551	1	EA		$ 275	$ 3,300
0028	99005	ALARM SERVICES AT FACILITY GARAGE 2002 SEALY GALVESTON, TEXAS 77550	1	EA		$ 50	$ 600
0029	99005	ALARM SERVICES AT POPOVICH ANNEX 1924 SEALY GALVESTON, TEXAS 77550	1	EA		$ 150	$ 1,800
0030	99005	ALARM SERVICES AT SHERIFF DEPARTMENT MARINE DIVISION 2020 SEALY GALVESTON, TEXAS 77550	1	EA		$ 50	$ 600
0031	99005	ALARM SERVICES AT CARBIDE PARK SERVICE CENTER 4102 MAIN, FM 519 LA MARQUE, TEXAS 77568	1	EA		$ 150	$ 1,800

LINE ITEM DETAIL

ALARM SERVICES

GALVESTON COUNTY, TEXAS

BID #: B122020
OPEN: 03/27/2012
2:00 PM

VENDOR ID 013524 ALERT ALARM BURG AND FIRE PROT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price (per month)	Extended Price (per year)
0032	99005	ALARM SERVICES A JOHNNIE HENDERSON ANNEX 203 VAUTHIER LA MARQUE, TEXAS 77568	1	EA		$ 110	$ 1,320
0033	99005	ALARM SERVICES FOR ANIMAL RESOURCE CENTER 3412 LOOP 197 NORTH TEXAS CITY, TEXAS 77590	1	EA		$ 230	$ 2,760
0034	99005	ALARM SERVICES FOR TEXAS AGRILIFE FACILITY 4102-B FM 519 LA MARQUE, TEXAS 77563	1	EA		$ 150	$ 1,800
0035	99005	ALARM SERVICES FOR DANNY WEBER FIRE STATION #5 5728 AVENUE H GALVESTON, TEXAS 77551	1	EA		$ 50	$ 600

Extended Price Total of all Iten $ 54,660

BID #: B122020
OPEN: 03/27/2012
TIME: 2:00 PM

INVITATION TO BID
ALARM SERVICES
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 **2:00 PM** on **03/27/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any bid received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122020
ALARM SERVICES

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

Bids 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
ALARM SERVICES
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
ALARM SERVICES
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

GENERAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

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

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

GENERAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

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

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
ALARM SERVICES
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
ALARM SERVICES
GALVESTON COUNTY, TEXAS

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
ALARM SERVICES
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

GENERAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

GENERAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

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

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

GENERAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

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: #B122020
OPEN: 03/27/2012
2:00 PM

SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

SCOPE
The County of Galveston is seeking a vendor to provide Alarm Monitoring Services to facilities at various locations within Galveston County Facilities may be added and/or deleted at any time during the duration of this contract by Galveston County Successful vendor shall utilize existing wiring infrastructure if possible to provide the level of monitoring as specified. Any alterations must be fully explained and pricing for such shall be included in bid submittals All bid prices submitted are considered firm and include installation. Galveston County is tax exempt and no taxes should be added to any proposed pricing

TERM
It is the intent of the County to award an alarm monitoring services contract for an initial period of one (1) year The Galveston County Commissioners' Court may extend the contract on a year to year basis for up to two (2) additional one (1) year periods, provided such an extension is in the best interest of the County and mutually agreeable between both parties

TERMINATION OF CONTRACT
This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered, or terminated by the County County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor The Galveston County Commissioners' Court reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County

LOCATIONS AND EQUIPMENT
Please refer to Exhibit A, Locations and Equipment for the various locations within the County

GENERAL INFORMATION
Control components shall be as specified unless an equal is approved in writing by the Galveston County Purchasing Agent no later than seven (7) days prior to bid opening

All firms submitting bids must have a staffed, 24 hour monitoring station and response time must be within 5 minutes of alarm

Security system shall carry a full one (1) year warranty at no charge to the County

Security company shall provide 24 hour response for repair to systems

The Contractor shall furnish all labor, tools, materials, equipment, vehicles, and services in order to complete the total work in accordance with the specifications, applicable codes, and regulations

All work shall conform to the requirements of all applicable local, state, and national codes and regulations

If phone lines are not available, monitoring via internet and back-up radio is acceptable

When the specifications call for special materials and/or equipment, they shall be installed to the manufacturer's recommendations

The Contractor shall not employee subcontractors without the advance written permission of the Galveston County Commissioners' Court

BID: #B122020
OPEN: 03/27/2012
2.00 PM

SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

Assignment of the Agreement shall not be made without the advance written consent of the Galveston County Commissioners' Court

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Galveston County Commissioners' Court

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor

This Agreement is considered a non-exclusive Agreement between the parties

The successful contractor hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor

This Agreement, including the General and Special Conditions and all Amendments or Addendums issued by the county, contains all the terms and conditions agreed upon by the parties No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto

Galveston County reserves the right to add or delete locations and/or equipment under the provisions of this Agreement.

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Facilities Manager who for the purposes of this contract is

Charles Kenworthy, Facilities Manager
722 Moody, 6th Floor, County Courthouse
Galveston, Texas 77550
Telephone: (409) 766-2385
Fax: (409) 770-5132
E-mail: charles.kenworthy@co.galveston.tx.us

***Open/closing reports are to be mailed monthly for all locations to Facility Manager.**

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

West County Building
11730 Hwy 6
Santa Fe, Texas 77510

Mechanical Room

1 ea #7212 Radionics Control Communicator
1 ea #8108A U L Listed Control Communicator Enclosure
1 ea #1640 Transformer
1 ea #8004 Transformer Enclosure
1 ea #PC1270 Battery
1 ea #D161 Telephone Line Connecting Cord
1 ea #RJ31X Telephone Line Connecting Block
2 ea #8128C Octipopit Zone Expander
1 ea #748 Outdoor Tamper Resistant Siren

Justice of Peace

1 ea #1255W Alpha IV Keypad Command Center with a custom Alphanumeric Display
5 ea Door Contacts
3 ea DS835 Tri-Tech Motion Detectors

Commissioners Office

1 ea 720W Non-alpha Keypad Command Center with LED Display
1 ea Door Contact
1 ea DS835 Tri-Tech Motion Detector

Constables Office

1 ea 720W Non-alpha Keypad Command Center with LED Display
1 ea Door Contact
1 ea DS835 Tri-Tech Motion Detector

Tax Office

1 ea 1255W Alpha IV Keypad Command Center with a Custom Alphanumeric Display
3 ea Door Contacts
2 ea Roll Down Shutter Contacts
1 ea Safe Door Contact
4 ea DS835 Tri-Tech Motion Detectors

Radio Back-up

1 ea 7050 E Long Range Radio Transceiver for 24 hour monitoring of alarm system via wireless radio transmitted signals to a central station located in Galveston County

Install management control for 24 hour supervised open/close reporting with reports mailed monthly for Constable, Commissioner, J P and Tax Office

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Galveston County Annex
174 Calder Road
League City, Texas 77573

Control Components

1 ea Ademco Vista100 Control Communicator
1 ea 1451 Direct Connect Transformer
2 ea PC1270 Batteries
1 ea D122 Dual Battery Harness
2 ea RJ31X Telephone Connecting Block
2 ea 161 Telephone Line Connecting Cord
2 ea 4208U Zone Expansion Module
1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
1 ea 6139 Alpha Keypad
5 ea Door Contacts
1 ea Safe Contact
4 ea Interior Motion Detectors

***Hook up to main building fire alarm panel for 24-hour monitoring of all fire alarm signals

Monitoring Service
Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Jerry J Esmond Juvenile Center
6101 Attwater Ave
Texas City, Texas 77590

Hook up and program existing subscriber owned silent knight 5128 digital alarm communicator transmitter to building fire alarm panel.

Monitoring Service
Connect dual line digital communicator to subscribers existing telephone lines for 24-hour monitoring of all fire alarm signals and 24-hour test reports

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

La Marque Pumping Station
Between Lake Road and I-45 on levy
La Marque, Texas 77568

Control Components

1 ea ADEMCO 4140 XMP Control Communicator
1 ea 1361 Plug in Transformer
1 ea PC1270 Battery
1 ea RJ31X Telephone Connecting Block
1 ea 620 Telephone Connecting Cord
1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
1 ea 4208U Zone Expansion Module
1 ea 5137 Alpha Numeric Keypad
4 ea Perimeter Door Contacts
1 ea Exhaust vent, Wood Dowell Screen
1 ea DS970 Motion Detector
2 ea ALEPH AB250Q Outdoor Photo-Electric Beams

Monitoring Service
Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month

Seaboard radio transmitter for 24-hour monitoring of alarm signals and telephone line supervision

****24-HOUR MAINTENANCE CONTRACT INCLUDING ALL PARTS & LABOR****

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Records Warehouse
2007 Sealy
Galveston, Texas 77550

Control Components

1 ea ADEMCO 4140XM Control Communicator
1 ea 1361 Plug in transformer
1 ea PC1270 Battery
1 ea RJ31X Telephone Connecting Block
1 ea 620 Telephone Connecting Cord
1 ea 4208U Zone Expansion Module
1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
1 ea 6139 Alpha Keypad
9 ea Perimeter Door Contacts
2 ea Interior Motion Detectors
1 ea CADDX 2000 Fual Glass Break Detector

Monitoring Service

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Galveston County Senior Citizens Center
2201 Ave L
Galveston, Texas 77550

Control Components

1 ea Radionics 8112G2 Control Communicator
1 ea 8103 Enclosure
1 ea 1640 Plug in Transformer
1 ea PC1270 Battery
2 ea RJ3X Telephone Connecting Block
2 ea 161 Telephone Line Connecting Cord
1 ea 8128A Octopopit Modules
1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
1 ea D128 Dual Phone Line Switcher
1 ea 1252 Alpha Numeric Keypad
6 ea Perimeter Door Contacts
4 ea Interior Motion Detectors
3 ea CADDZ 2000 Dual Glass Break Detector

****HOOK UP TO BUILDING FIRE ALARM PANEL FOR 24-HOUR MONITORING OF ALL FIRE ALARM SIGNALS****

South Side Meeting Room Door

1 ea 279 Sub-zone Remote
1 ea D56 Keypad Back Box
1 ea Door Contact

Monitoring Service

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Tax Office Vault (Galveston)
722 Moody
Galveston, Texas 77550

Control Components

1 ea ADEMCO 4180-12 Control Communicator
1 ea 1349 Plug in Transformer
1 ea PC1270 Battery
1 ea RJ31X Telephone Connecting Block
1 ea 620 Telephone connecting Cord
2 ea 691 Proms
1 ea 4178 Remote Arming Module

13 ea Wireless Panic Buttons

1 ea 5322 Keypad
3 ea Door Contacts
1 ea Interior Motion Detector
2 ea 135 Degree Rate of Rise Heat Detectors

Monitoring Service

Connect digital dialer to subscribers existing telephone line for 24-hout monitoring of all alarm signals

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

Seaboard radio transmitter for 24-hour monitoring of alarm signals and telephone line supervision

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Tax Office (Texas City)
2516 Texas Ave
Texas City, Texas 77590

Control Components

1 ea ADEMCO Vista40 Control Communicator
1 ea 1361 Plug in Transformer
1 ea PC1270 Battery
1 ea RJ31X Telephone Connecting Block
1 ea 620 Telephone Connecting Cord
1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
1 ea 6139 Alpha Keypad
2 ea Door contacts
1 ea Safe Contact
2 ea Interior Motion Detectors

Monitoring Service

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

AES 7050E transceiver for 24-hour monitoring of all alarm signals and telephone line supervision

Added 2 key pads & motion detectors for building burglary Also wireless panic buttons in adult probation.

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Texas City Flood Gate
5000 Levy Road
Texas City, Texas 77590

Control Components

1 ea ADEMCO Vista40 Control Communicator
1 ea 1361 Plug in Transformer
2 ea PC1270 Battery
1 ea RJ31X Telephone Connecting Block
1 ea 620 Telephone Connecting Cord
1 ea AMSECO SSX612 Outdoor Tamper Resistant Siren
1 ea Altronix SMP3PM 12VDC Supervised Power Supply
1 ea 6139 Alpha Keypad
3 ea Door contacts
3 ea Outdoor Photo-Electric Beams

Monitoring Service

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month

Seaboard radio transmitter for 24-hour monitoring of alarm signals and telephone line supervision

****24-HOUR MAINTENANCE CONTRACT INCLUDING ALL PARTS AND LABOR****

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Texas City Pumping Station
Loop 197 across from Carbide
Texas City, Texas 77590

Control Components

1 ea ADEMCO 1023 Alarm Processing Center
1 ea 5241 Self Contained Keypad
1 ea 496 Battery
1 ea RJ31X Telephone Connecting Block
1 ea 620 Telephone Connecting Cord
1 ea 678 Digital Dialer
1 ea 691 Prom
1 ea 6590EN Telephone Line Fault Monitoring Service
1 ea Altronix SMP3PM 12VDC Supervised Power Supply
1 ea PC1270 Battery
1 ea 1640 Plug Transformer
2 ea Perimeter Door Contacts
2 ea Overhead Door Contacts
1 ea Aleph HA350D Outdoor Photo-Electric Beam

Monitoring Service
Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month

Seaboard radio transmitter for 24-hour monitoring of alarm signals and telephone line supervision

****<u>24-HOUR MAINTENANCE CONTRACT INCLUDING PARTS AND LABOR</u>****

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Precinct 7 Bayshore Annex
4500 10th Street
Bacliff, Texas

Building (Partition #1)
Clerk/Judge's Office (Partition #2)
Constable's Office (Partition #3)

Building - Partition #1

1 ea Siren Tamper
1 ea Front Door (TIME DELAY)
1 ea Back Door
1 ea Control Tamper
1 ea Front Entry Area Glass Breakage
1 ea Main Building Front Hall Motion Detector
1 ea Main Building Back Hall Motion Detector

Clerk/Judge's Office (Partition #2)

1 ea Clerk/Judge Office Double Doors (TIME DELAY)
1 ea Clerk's Office Motion Detector
1 ea Secretary's Office Motion Detector
1 ea Judge's Office Motion Detector
1 ea Secretary's Office Glass Breakage
1 ea Judge's Office Glass Breakage
1 ea Clerk's Office Glass Breakage

Constable's Office (Partition #3)

1 ea Constable's Back Office Door
1 ea Constable's Office Double Doors (TIME DELAY)
1 ea Closet Door
1 ea Constable's Office Closet Motion Detector
1 ea Constable's Office Front Office Motion Detector
1 ea Middle Office Motion Detector
1 ea Constable's Back Office Motion Detector
1 ea Front Office Glass Breakage
1 ea Middle Office Glass Breakage
1 ea Back Office Glass Breakage

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Galveston County Mosquito Control
5115 Hwy 3
Dickinson, Texas 77563

Control Components

1 ea ADEMCO Control Communicator
1 ea Transformer
1 ea Battery
1 ea Telephone Line Connecting Block
1 ea Telephone Line Connecting Cord
1 ea Outdoors Tamper Resistant U L. Listed Siren
1 ea (8)-Point Zone Expander

Keypad

1 ea 6160 Alpha Keypad with a Two Line Custom Alphanumeric Display

Door Contacts

1 ea MPS9WG Old Shop East Passage Door (TIME DELAY)
1 ea 2315AL Track Mount Overhead Door Carwash Area
1 ea 2315AL Track Mount New Shop North Overhead Door

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Galveston County Mosquito Control
2720 Terminal Drive
Galveston, Texas 77551

Control Components

1 ea VISTA 50P ADEMCO Control Communicator
1 ea 1361 Transformer
1 ea PC1270 Battery
1 ea RJ31X Telephone Line Connecting Block
1 ea 620 Telephone Line Connecting Cord
1 ea 748 Outdoors Tamper Resistant U L Listed Siren

Keypad

1 ea 6160 Alpha Keypad with a Two Line Custom Alphanumeric Display

Door Contacts

1 ea MPS9WG Front Door

Motion Detector

1 ea DS970 Tri-Tech Motion Detector in the Hanger

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Wayne W. Johnson Community Center & Service Center
(Carbide Park)
4102 FM 519
LaMarque, Texas 77568

*Monitor burglar & fire alarm
*Radio back-up

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

Emergency Management Facility
1353 FM 646
Dickinson, Texas 77539

*Monitor fire alarm 24 hours
*Radio back-up

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

Galveston County Courts Facility & Central Plant
600 59th Street
Galveston, Texas 77551

*Monitor fire alarm 24 hours

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

Joe Max Taylor Law Enforcement Facility
601 54th Street
Galveston, Texas 77551

*Monitor fire alarm 24 hours

*Monitor the Burglar alarms for Sheriff Office Identification Division·
ID Vault
ID Property Room
ID Office
ID File Room

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Dickinson Senior Citizens Center
2714 Highway 3
Dickinson, Texas 77539

*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

Novelli Warehouse (Offsite Records Storage)
7817 Bayside
Galveston, Texas 77551

*Monitor fire alarm 24 hours
*District Clerk
*County Clerk/Juvenile
*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

JP 8-2 Friendswood
607 South Friendswood Drive #30
Friendswood, Texas 77563

*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

Galveston County Medical Examiners Office
6607 Emmett F. Lowry Expressway
Texas City, Texas 77510

*Monitor burglar alarm and fire alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

JP 6 Crystal Beach Annex
946 Nobel Carl Drive
Crystal Beach, Texas 77650

*Monitor fire alarm 24 hours
*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Care Here Clinic
1701 23rd
Galveston, Texas 77550

*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

Auto Crimes Task Force
1620 Gill Road
Dickinson, Texas 77539

*Radio back-up
*Internet back-up
*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

Popovich Annex
1924 Sealy
Galveston, Texas 77550

*Radio back-up
*Monitor fire alarm 24 hours
*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

Johnnie Henderson Annex
203 Vauthier
LaMarque, Texas 77568

*Radio back-up
*Monitor fire alarm 24 hours
*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

BID: #B122020
OPEN: 03/27/2012
2:00 PM

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Galveston County Courthouse
722 Moody
Galveston, Texas 77550

*Monitor fire alarm 24 hours
*Wireless panic devises in Tax Office
*Tax Office/Engineers Office/Commissioners Office
*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Sheriff Department Marine Division
2020 Sealy
Galveston, Texas 77550

Control Components

1 ea ADEMCO Vista40 Control Communicator
1 ea 1361 Plug in Transformer
1 ea PC1270 Battery
1 ea RJ31X Telephone Connecting Block
1 ea 620 Telephone Connecting Cord
1 ea 6139 Alpha Keypad
1 ea Front Entrance Door Contact
1 ea Interior Motion Detector

Monitoring Service

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Facilities Garage
2002 Sealy
Galveston, Texas 77550

Control Components

1 ea ADEMCO Vista40 Control Communicator
1 ea 1361 Plug in Transformer
1 ea PC1270 Battery
1 ea RJ31X Telephone Connecting Block
1 ea 620 Telephone Connecting Cord
1 ea 6139 Alpha Keypad
1 ea Front Entrance Door Contact
1 ea Interior Motion Detector
1 ea Heat Detector

Monitoring Service

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month

BID: #B122020
OPEN: 03/27/2012
2:00 PM

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Galveston County Courthouse Central Plant
722 Moody
Galveston, Texas 77550

*Monitor fire alarm 24 hours
*Wireless panic devises in Tax Office
*Tax Office/Engineers Office/Commissioners Office
*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Danny Weber Sr.
Fire Station #5
5728 Avenue H
Galveston, Texas 77550

*Monitor fire alarm 24 hours

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Texas Agrilife Extension Office Building
4102 FM 519
La Marque, Texas 77568

CONTROL COMPONENTS:

1 ea VISTA 128FBP	Honeywell control Communicator Panel
1 ea 1451	Direct connect transformer
2 ea PC1270	Standby battery
1 ea SSX52B	Outdoor tamper resistant siren with strobe
1 ea IGSMCF	Internet transmitter with cellular back up (UL version)
1 ea 4208U	Zone expander

KEYPADS:

1 ea 6460W	Premier alpha keypad with a two line custom alphanumeric display, front foyer
1 ea 6160CR-2	Red fire alarm monitoring keypad – front foyer

DOOR CONTACTS:

2 ea MPS9WWG	Front southeast double doors
2 ea MPS9WWG	Front southwest double doors
1 ea MPS9WWG	Back door
3 ea 2505AL	Back mechanical room doors

MOTION DETECTORS:

1 ea DS970	Front foyer
2 ea DS9370	Ceiling mount tri-tech in large work room
1 ea DS835iT	Back middle hall by back door with glass
1 ea DS835iT	Northwest office on corner of building
1 ea DS835iT	Northwest office off the corner of the building
1 ea DS970LR	West hallway north side looking south
1 ea DS970LR	West hallway south side looking north
1 ea DS835iT	Front office next to front lobby

NOTE:

- **ALL CABLES SHALL BE PLENUM RATED**

FIRE ALARM PANEL CONNECTIONS:

Connect to provide alarm relay for fire alarm monitoring
Connect to provide trouble relay for fire alarm trouble monitoring
Connect to provided supervisory relay for sprinkler supervisory signals

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Texas Agrilife Extension Office Building
4102 FM 519
La Marque, Texas 77568

(Continued)

AES RADIO BACK UP:

1 ea 7450xl	4 channel radio
1 ea 1640	Plug in transformer
1 ea PC1240	Standby battery
1 ea 2.5 db	Ventenna antenna

MONITORING SERVICES:

Connect Digital Communicator to IGSMCF for 24 hour monitoring of all burglar and fire alarm signals transmitted to our Central Station over the internet with cellular back up

Management Control for 24 hour supervised monitoring of all openings and closings with a monthly activity report mailed, faxed or emailed.

Connect to AES radio for 24 hour back up monitoring of all alarm signals transmitted over an approved UL Fire NFPA-72 compliant RF radio

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Galveston County Animal Resource Center
3412 Loop 197 North
Texas City, Texas 77590

CONTROL COMPONENTS:

1 ea VISTA 128FBP	Honeywell Control Communicator Panel
1 ea 1451	Direct connect transformer
2 ea PC1270	Standby battery
1 ea SSX52B	Outdoor tamper resistant siren with strobe
1 ea IGSMCF	Internet transmitter with cellular back up (UL version)
5 ea 5800RP	Radio Frequency Repeaters
1 ea 4208U	Zone expander
2 ea 5881ENH	High zone wireless receiver

FIRE KEYPAD:

1 ea 6160CR-2	Red fire reset keypad

PARTITION #1 – Fire Enunciator (Red Keypad)

PARTITION #2 – New Building Security

PARTITION #3 – Back Stray Dog Kennels

PARTITION #4 – Old existing building security

KEYPADS: (5) 6160 – Premier alpha keypad with a two line custom alphanumeric display

1ea	Front foyer
1 ea	Side door #200C
1 ea	Stray dog #400 door
1 ea	Stray dog #402 door
1 ea	Back door in medical treatment area

DOOR CONTACTS: (31) 5818mnl Wireless transmitters

2 ea	Front entrance double doors
1 ea	Boiler room door
1 ea	Corridor door #200C
1 ea	Electrical room door
1 ea	Corridor door #200A
1 ea	Medical treatment door
1 ea	Interior medical storage door
1 ea	Corridor door #100B
1 ea	Cat colony 115 door
1 ea	Cat colony 116 door
2 ea	Adoption dog 118 interior doors

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Galveston County Animal Resource Center
3412 Loop 197 North
Texas City, Texas 77590
(Continued)

1 ea	Adoption dog 118 perimeter door
1 ea	Corridor #100C back door
2 ea	Adoption dog 124 interior doors
1 ea	Corridor 100C west door
2 ea	Adoption dog 123 interior doors
1 ea	Corridor 100C south door
2 ea	Adoption dog 117 interior doors
1 ea	Cat colony 108 door
1 ea	Stray dog 402 south door
1 ea	Stray dog 403 north back door
2 ea	Stray dog 403 side doors
2 ea	Stray dog 401 side doors
1 ea	Stray dog 401 back north door
1 ea	Stray dog 401 south door

MOTION DETECTORS:

1 ea BDL2	Tri-tech in Manager's office

NOTE:

- **ALL CABLES SHALL BE PLENUM RATED**

FIRE ALARM PANEL CONNECTIONS:

Connect to provided alarm relay for fire alarm monitoring
Connect to provide trouble relay for fire alarm trouble monitoring
Connect to provided supervisory relay for sprinkler supervisory signals

AES RADIO BACK UP MONITORING:

1 ea 7850e	Radio Transceiver
1 ea PC1240	Standby battery
1 ea RT1640SL/M	Plug in transformer with power indicator LED
1 ea 2.5 db	Antenna on top of AES cabinet

MONITORING SERVICES:

- Connect Digital communicator to IGSMCF for 24 hour monitoring of all burglar and fire alarm signals transmitted to our Central Station over the internet with cellular back up
- Management Control for 24 hour supervised monitoring of all openings and closings with a monthly activity report mailed, faxed or emailed
- AES radio back up for 24 hour monitoring of alarm signals transmitted to an approved UL Fire NFPA-72 compliant RF radio

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

Mid County Annex
9850 Emmett F. Lowry Expressway
Texas City, Texas 77590

FIRE RADIO LOCATION: **NEXT TO FIRE PANEL**

FIRE RADIO:

1ea 7788F	UL Fire NFPA-72 compliant RF Radio
1ea 1640	Class II plug in transformer
1ea 1640-ENCL	Transformer enclosure
1ea PC1270	Standby battery

MONITORING SERVICES:
Connect Fire alarm to EAS radio for 24 hour monitoring of all fire alarms, fire troubles and supervisory signals transmitted to an approved UL Fire NFPA-72 compliant RF radio

ALARM SERVICES – GALVESTON COUNTY
EXHIBIT A
LOCATIONS AND EQUIPMENT

City of Galveston Fire Station #5
5828 Avenue H
Galveston, Texas 77551

MONITOR EXISTING NOTIFIER FIRE ALARM

CONTROL COMPONENTS:

1ea IGSMCF Honeywell stand alone commercial fire communicator, triple path technology

SCOPE OF WORK:

- Install the above hardware
- Connect to existing fire alarm relay in Notifier Panel
- Connect to existing trouble relay in Notifier Panel
- Connect to existing supervisory relay in Notifier Panel
- Run CAT5e wire from IGSMCF to network router or switch
- County IT personnel shall configure port to allow IGSMCF to operate over the network

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: **CM12108**

Invitation to Bid Number **Bid #B122020 - Alarm Services**

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 26, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: **Alert Alarms Burglar & Fire Protection, Inc.**

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.

Alert Alarms Burglar+Fire Protection, Inc.
2308 Ball St.
Galveston, TX 77550

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 27th day of May, 2012

Contractor:

Alert Alarms Burglar + Fire Protection, Inc.

By: Donna Koehler Mencacci

Date: 3/23/12

Galveston County

By: Mark A. Henry

Mark A. Henry, County Judge

Date: 4/17/12

Attest: Dwight A. Sullivan

Dwight Sullivan, County Clerk

AGENDA ITEM #17b8

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

April 10, 2012

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

Re: RFP #B121022 - North County Annex AHU Replacement

Gentlemen,

On April 10, 2012 proposals were opened for RFP #B121022 North County Annex AHU Replacement, at which time two (2) proposals were received from the following proposers:

- Mesa Mechanical, Inc — Houston, Texas
- Gurry Mechanical, L P — Webster, Texas

It is recommended that you award this contract to the lowest cost proposer Mesa Mechanical, Inc , in the amount of $226,170 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

County Architect

MEMO

Date .... Tuesday, April 10, 2012

Addressed to:

Rufus Crowder .... .Galveston County Purchasing

Project:

North County Annex AHU 1 & 2 Replacement

General Construction ... . Bid # B121022

Items:

Proposals for General Construction were accepted April 10, 2012 on the referenced Proposal package Proposals were reviewed and evaluated by Dudley Anderson, County Architect, and Rufus Crowder, Purchasing Agent

This office recommends the Galveston County Purchasing Agent request award of a contract for General Construction at the North County Annex AHU 1 & 2 Replacement to Mesa Mechanical in the amount of $226,170 00 based upon being a responsive proposal and the lowest cost.

Dudley Anderson, County Architect

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

CR207942

GALVESTON COUNTY
NORTH COUNTY ANNEX
174 CALDER DR.
LEAGUE CITY, TX

AHU 1 & 2 REPLACEMENT

May 16, 2011

Prepared by:

Ibis Engineering

PO Box 55171
Galveston, Texas 77555
Phone 409 621 6740
TDPE Firm F-11156

North County Annex
AHU 1 & 2 Replacement

Table of Contents

Division 0 – Bidding and Contract Documents

SECTION 00100 - REQUEST FOR COMPETITIVE SEALED PROPOSALS 4
SECTION 00101 - PROPOSAL DOCUMENTS 6
SECTION 00102 – INSTRUCTIONS TO PROPOSERS 7
SECTION 00102 FORMS – VENDOR QUALIFICATION PACKET 18
SECTION 00103 – PROPOSAL FORM 28
SECTION 00104 – PROPOSAL EVALUATION WAIVER & QUALIFICATION STATEMENT 31
SECTION 00104 Form - Proposal Tabulation and Evaluation Form 33
SECTION 00105 – TRADE CONTRACTOR AGREEMENT 34
SECTION 00106 – GENERAL CONDITIONS TO THE CONTRACT 45
SECTION 00300 – SAMPLE FORM TABLE OF CONTENTS 80
SECTION 00301 – PERFORMANCE BOND 81
SECTION 00302 – PAYMENT BOND 83
SECTION 00303 – CAD RELEASE DOCUMENTS 85

Division 1 - General Requirements

SECTION 01010 – SUMMARY OF WORK 87
SECTION 01012 – WAGE SCALE 90
SECTION 01013 – EMPLOYMENT VERIFICATION 97
SECTION 01020 – ALLOWANCES 98
SECTION 01025 – SCHEDULE OF VALUES 99
SECTION 01045 – CUTTING AND PATCHING 100
SECTION 01090 – DEFINITIONS AND STANDARDS 104
SECTION 01092 – ABBREVIATIONS AND SYMBOLS 106
SECTION 01200 – PROJECT MEETINGS 108
SECTION 01210 - ALLOWANCES 109
SECTION 01290 – PAYMENT PROCEDURES 111
SECTION 01300 – SUBMITTALS 114
SECTION 01310 – CONSTRUCTION SCHEDULE 117

North County Annex
AHU 1 & 2 Replacement

SECTION 01410 – TESTING LABORATORY SERVICES 118
SECTION 01420 – NOTIFICATION OF ARCHITECT REQUIREMENTS 122
SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS 124
SECTION 01630 - SUBSTITUTIONS 133
SECTION 01700 – CONTRACT CLOSEOUT 135
SECTION 01710 – GUARANTEES & CERTIFICATES & CLOSE-OUT 140
SECTION 01730 – OPERATION AND MAINTENANCE DATA 143
SECTION 01731 – CUTTING AND PATCHING 149
SECTION 01815 – TESTING, ADJUSTING, AND BALANCING (TAB) 152

Division 15 - Mechanical Systems

SECTION 15050 – BASIC MECHANICAL MATERIALS AND METHODS 160
SECTION 15060 – HANGERS AND SUPPORTS 169
SECTION 15075 – MECHANICAL IDENTIFICATION 174
SECTION 15083 – PIPE INSULATION 177
SECTION 15100 - VALVES 185
SECTION 15122 – METERS AND GAGES 191
SECTION 15181 – HYRDRONIC PIPING 195
SECTION 15725 – MODULAR AIR-HANDLING UNITS 201
SECTION 15815 – METAL DUCTS 210
SECTION 15820 – DUCT ACCESSORIES 217
SECTION 15855 – DIFFUSERS, REGISTERS, AND GRILLES 223
SECTION 15990 – TESTING, ADJUSTING, AND BALANCING 225

Division 16 - Electrical Systems

SECTION 16050 – BASIC ELECTRICAL MATERIALS AND METHODS 236
SECTION 16060 – GROUNDING AND BONDING 241
SECTION 16120 – CONDUCTORS AND CABLES 244
SECTION 16130 – RACEWAYS AND BOXES 247
SECTION 16442 - PANELBOARDS 255

North County Annex
AHU 1 & 2 Replacement

SECTION 00100 - REQUEST FOR COMPETITIVE SEALED PROPOSALS

GALVESTON COUNTY, TEXAS

Galveston County requests sealed proposals for the project identified below in accordance with Proposal Documents and such Addenda as may be issued prior to date of proposal from qualified Proposers who can furnish the specified insurance and security requirements

Plans and specifications may be obtained from the office of the Galveston County Purchasing Agent.

This project is to be constructed under a multi-contract arrangement utilizing multiple trade contracts. This proposal package represents a portion of the overall scope of work. The Proposer shall review the contract documents for the entire project to familiarize himself with the overall scope of the project and how this package relates to it.

The scope of work for this proposal is the replacement of Air Handling Units 1 and 2 at the North County Annex at 174 Calder Road, League City, Texas, 77573 for Galveston County

Sealed proposals in **sets of nine (9), one (1) original and eight (8) copies** will be received in the office of the County Purchasing Agent, until 10·00am (local) on Thursday, June 16, 2011 and publically opened as soon as practical after proposal time in that office in the presence of the County Auditor and the Purchasing Agent. **Proposers are specifically advised that any Proposal delivered after this time will be returned unopened.**

A non-mandatory pre-proposal conference will be held on Wednesday, June 1, 2011 ***at*** 10 00am (local) ***at the Galveston County North County Annex located at 174 Calder Dr , League City, Texas 77573***

Proposer must seal all proposals in an opaque envelope with the following information on the face of the envelope and deliver to

To
Galveston County Purchasing Agent
722 Moody (21st Street) - 5th Floor
Galveston, Texas 77550

From·
Name of Proposer
Mid County Annex
Proposal Package Number (*insert package number, name, and RFP number)*

Each proposal must be accompanied by a Certified or Cashier's Check or acceptable Proposer (Bid) Bond in the amount of 5% of Proposal as a guarantee that, if awarded the contract the Proposer will enter into a contract and execute required Performance and Payment Bonds.

No proposal shall be withdrawn within sixty (60) days after proposal date without the specific consent of Galveston County

Design Professional: **Ibis Engineering**
ATTN· Norm Hoffman, PhD, PE
PO Box 55171
Galveston, TX, 77555
409 539.5548

Request For Proposal #B111044
Proposal Date – Thursday, June 16, 2011
Proposal Time – 10 00am (local)

North County Annex
AHU 1 & 2 Replacement

The Galveston County Commissioners' Court may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any and all informalities, reject any and all proposals and accept any proposal deemed in its best interest or otherwise advantageous to it

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 after certification by the Construction Manager agent, Architect, and OC Unbehagen, Galveston County Construction Manager

Rufus Crowder, CPPB
Purchasing Agent
Galveston County

North County Annex
AHU 1 & 2 Replacement

SECTION 00101 - PROPOSAL DOCUMENTS

Proposer may obtain an electronic copy of the plans and specifications in pdf format at the Galveston County Purchasing Agent's office

Proposal Documents will be available prior to proposal date and may be obtained at the following address

Proposals Documents available at:

The Office of the County Purchasing Agent
722 Moody (21st Street) - 5th Floor
Galveston, Texas 77550

Office Hours are 8 00 AM to 5 00 PM, Monday – Friday The Purchasing Department is closed from 12 00 p m – 1 00 p m

PAYMENT BOND AND PERFORMANCE BOND: A Payment Bond and Performance Bond, each in an amount equal to or greater than 100% of the Contract Sum conditioned upon the faithful performance of the Contract will be required Please note that all bonding companies presented must be acceptable to Galveston County

NON MANDATORY PRE-PROPOSAL MEETING All Proposers are encouraged to attend a non-mandatory pre-proposal meeting at the Galveston County North County Annex, 174 Calder Dr , League City, Texas, 77575 on Wednesday, June 1, 2011 at 10 00am (local). While this meeting is not mandatory there may be information available at the meeting that is important to the Proposer

QUALIFICATION Proposer is required to comply with certain procedures as enumerated in the Instructions to Proposer regarding qualification of Proposer

COMPLETE SET OF DOCUMENTS Trade Contractors and Suppliers intending to submit proposals to Galveston County are required to prepare their proposal based on a complete set of documents. If after reviewing the complete set of documents, Trade Contractors and Suppliers desire to purchase individual drawings and specification sections for their convenience, they may do so by ordering the specific drawings and specifications directly from a reproduction company Each proposer purchasing a partial set of documents is responsible for determining exactly which documents he requires and is responsible for all costs associated with printing and delivery Trade Contractors and Suppliers exercising this option must agree to do so on the basis that documents shall not be used on other construction projects Successful Trade Contractors and Suppliers may retain their Documents until completion of the construction

Any proposer submitting a proposal is required to visit the site

END OF SECTION 00101

North County Annex
AHU 1 & 2 Replacement

SECTION 00102 – INSTRUCTIONS TO PROPOSERS

SECTION	CONTENTS
1	Proposal (Bid) Bond
2	Qualification Statement
3	Preparation of Proposal
4	Proposal Procedures
5	Restrictive or ambiguous specifications
6	Proposer's presentation
7	Exception to Proposal
8	Rejection of proposals
9	Proposal documents
10	Competitiveness and Integrity
11	Pre-proposal modifications (addenda)
12	Substitutions of materials and equipment
13	Pre-proposal MEETING
14	Tax Exemption
15	Proposer Investigation
16	No Commitment by County
17	Proposal Opening
18	Determination of the Recommended Proposal
19	Single Proposal Response
20	Award of contract
21	Protest
22	Conflict of Interest Disclosure Reporting
23	Non-Collusion Affidavit
24	Procurement Ethics
25	Open Records

1 PROPOSAL (BID) BOND

All proposals must include a Proposal Bond in compliance with State of Texas statute, a Certified Check, or a Cashier's Check, for not less than five percent (5%) of the greatest amount proposed (considering alternates, if any) No proposal will be considered unless it is accompanied by proposal bond The bond issuing company must be approved to do business in the State of Texas

The Proposal Bond shall insure the execution of the contract and the furnishing of an acceptable Performance Bond and Payment Bond by the successful proposer after notification of award to such proposer and that this proposal will not be withdrawn within sixty (60) days after date of opening of proposals without the consent of Galveston County

Proposal Bond is forfeited if proposal is withdrawn after the proposal opening, or Contract Documents are not executed in accordance with the above

2 QUALIFICATION STATEMENT

The Qualification Statement included in the Proposal Evaluation Waiver must be completed and submitted along with the Proposal Form

3 PREPARATION OF PROPOSAL

North County Annex
AHU 1 & 2 Replacement

One (1) original and nine (9) copies of each proposal must be submitted on the Proposal Form bound herein, or as furnished by the Galveston County Purchasing Agent. All blank spaces for proposal prices must be filled in, in ink or typewritten, in both words and figures, the signature in longhand and the completed form shall be without alterations or erasures Where Proposer is a corporation, include the name of the state of incorporation and the legal signatures of two (2) officers authorized to bind the corporation to a contract.

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the Proposal Form and must be sent via registered mail

Oral, telegraphic, or telephonic proposals or modifications will not be considered The envelopes containing the proposals must be sealed and addressed on the outside of an envelope as follows

To:
Galveston County Purchasing Agent
722 Moody (21st Street) - 5th Floor
Galveston, Texas 77550

From:
Name of Proposer
Mid County Annex
Proposal Package Number (*insert package number, name, and RFP number)*

4 PROPOSAL PROCEDURES

A A proposal is invalid if it has not been received at the designated location prior to the time and date for receipt of proposals indicated in the Request for Competitive Sealed Proposals, or prior to any extension thereof issued to the proposers by Addenda. All proposals must be delivered sealed to the Office of the Galveston County Purchasing Agent 722 Moody (21st Street) 5th floor Galveston, Texas 77550 at or before the time and date set. Proposals will be received at no other place If Proposal is sent by U.S. Mail, it must be sent Registered Mail.

B Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the Proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal 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 Proposal

C All requested Alternates shall be proposed If no change in amount or time to the Base Proposal is required as a result of the Alternate, enter "No Change"

D Prior to the receipt of Proposals, Addenda will be mailed, faxed, e-mailed, or delivered to each person or firm recorded by the Purchasing Agent as having received the proposal documents and will be available for inspection wherever the proposal documents are kept available for that purpose. If the Purchasing Agent has no record of a potential Proposer's interest then they will be unable to notify that Proposer of Addenda. Therefore it is incumbent upon potential proposers to register their interest with the Purchasing Agent.

E Galveston County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy Galveston County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work therein

F Conditional proposals will not be accepted

G The Proposer or his duly authorized representative may withdraw a proposal by request, provided such request is received by Galveston County at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal at the time and place stated

H A Proposer may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by Proposer guaranteeing authenticity Proposals 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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective Proposer to review the entire Request for Competitive Sealed Proposal 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 Proposal procedures must be received in the Purchasing Department not less than five (5) days prior to the time set for Proposal opening. Vendors are to Propose, as specified herein or request a substitution as per Section 01300 of the Project Manual

6 PROPOSERS PRESENTATION - By making his proposal each Proposer presents the following:

A He has read and understands the Proposal Documents and his Proposal is made in accordance therewith

B He has visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents

C He agrees to comply with the requirements of the following paragraph These requirements are absolute, and any Trade Contractor who subsequently does not agree to comply with these requirements will automatically disqualify himself from proposing or receiving award of the contract.

D He agrees that·

01 Work on the project will begin immediately upon receipt of signed Contract or Notice to Proceed
02 Contractor will participate as a team member in cooperation with Galveston County Architect, and Construction Manager Agent.
03 The Trade Contractor will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the Trade Contractor's scope of work on the project, subject only to their continuous employment
04 If awarded, the Contractor shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount
05 Each Proposer by making his Proposal represents that his Proposal includes only material and equipment specified in the Proposal Documents and supplemented, if necessary, for a complete and operating system

7 EXCEPTION TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of the Proposal This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the Proposal If no exceptions are stated, it will be understood that all general and specific conditions will be complied with,

without exception Proposer is cautioned that exceptions to the proposal conditions may result in the rejection of the proposal

8 REJECTION OF PROPOSALS

A Galveston County has the right to reject any or all proposals and to reject a proposal not accompanied by any required Proposal Security, or by other data required by the Proposal Documents, or to reject a proposal which is in any way incomplete or irregular

B Galveston County reserves the right to (1) reject any and all proposals and waive any informality in the proposals received, or (2) disregard the proposal of any Proposer determined not to be responsive

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

1 Failure to use the Proposal form furnished by the County
2 Lack of signature by an authorized representative on the Proposal form
3 Failure to properly complete and sign the Proposal Form
4 Proposals that do not meet the mandatory requirements
5 Evidence of collusion among Proposers

9. PROPOSAL DOCUMENTS

The Request for Competitive Sealed Proposals, General Terms and Conditions, Drawings, Project Manual, any addenda issued prior to receipt of proposals, and the Proposal Form are all considered part of the Proposal package Proposals must be submitted in triplicate on the forms provided by the County, including the Proposal Form completed in its entirety and signed by an authorized representative by original signature Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this Proposal and to sign the Proposal Form/contract under the terms and conditions in this Proposal Each Proposer is required to thoroughly review this entire Proposal packet to familiarize themselves with the Proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful Proposer will execute with the County

In addition to documents issued to Proposers, Proposal documents will be available at the following locations

F W Dodge Corp
3131 Eastside, #300
Houston, Texas 77098
(713) 529-4895

A G C
3825 Dacoma
Houston, Texas 77092-8717
(713) 843-3700

ABC Plan Room
3910 Kirby, Suite 131
Houston, Texas 77098-4151
(713) 523-6222

Construction Market Data
10900 North West Freeway, Suite 124
Houston, Texas 77092
(888) 956-7650

10. COMPETITIVENESS AND INTEGRITY

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

North County Annex
AHU 1 & 2 Replacement

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

All questions regarding this Request for Proposal must be submitted in writing to

Rufus Crowder, CPPB
Galveston County Purchasing Agent
722 Moody (21st Street)
Fifth (5TH) Floor
Galveston, Texas 77550
Fax (409) 621-7997
E-mail rufus.crowder@co.galveston.tx.us

11 PRE-PROPOSAL MODIFICATIONS (ADDENDA)

A Proposers and Suppliers requiring clarification or interpretation of the Proposal Documents shall make a written request which shall reach the Purchasing Agent at least five (5) days prior to the date for receipt of proposals

B If a Proposer finds discrepancies, ambiguities, omissions or errors of any type that affect his proposal, he is required to seek immediate clarification or correction All discrepancies, ambiguities, omissions or errors of any type brought to the attention of the Purchasing Agent will be answered by Addenda.

C Any interpretation, correction or change of the Proposal Documents will be made by Addenda. Interpretations, corrections or changes of the Proposal Documents made in any other manner will not be binding

D Changes to the proposal documents may be made during the proposal period by Addenda. Any modification to any portion of this proposal packet will be in writing in the form of addenda and attempts will be made to deliver them to all recorded holders of plans and specifications at least three (3) working days prior to the date of the opening of the proposals

E Proposals shall include addenda issued prior to proposal time. Mark the numbers of the addenda received in the appropriate place on the proposal form Proposer should inquire whether addenda have been issued inasmuch as Proposers shall be bound by such addenda whether or not received

F Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted All addenda so issued shall become part of the Contract Documents

G If it becomes necessary to revise any part of this Proposal, a written notice of such revision will be provided to all Proposers 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 Proposers in a written addendum from the Purchasing Agent.

12 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

A Refer to Section 01630 of the Project Manual for procedures and the process of requesting substitution

B <u>No substitutions will be considered after the Contract award.</u>

13. NON-MANDATORY PRE-PROPOSAL MEETING

North County Annex
AHU 1 & 2 Replacement

A non-mandatory pre-proposal meeting will be held on Wednesday, June 1, 2011 at 10 00am (local) in the Galveston County North County Annex 174 Calder Dr , League City, Texas, 77573

Representatives of Galveston County and the Engineer will be present at this meeting All proposers are encouraged to attend.

Questions as a result of discussions of the pre-proposal conference will be answered in writing and delivered by mail, e-mail, fax or delivery to all in attendance providing an address at least five (5) days prior to the time stated in the Request for Competitive Sealed Proposal for opening the proposals.

14 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/

15. PROPOSER INVESTIGATION

Before submitting a Proposal, each proposer 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 Proposer will rely If the Proposer receives an award as a result of its Proposal 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

16 NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Sealed Proposal 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 Proposal to this request, or to procure or contract for services or supplies

17 PROPOSAL OPENING

Only the names of Proposers will be read at the opening.

The names of those who submitted Proposals will not be made public information until after an award is made by Commissioners' Court No price or staffing information will be released Proposers are requested to withhold all inquiries regarding their Proposal 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 Proposal was received Violations of this provision may result in the rejection of a Proposal

18. DETERMINATION OF THE RECOMMENDED PROPOSAL

A In determining the best responsible Proposal, Galveston County will evaluate the information derived from the Contractor's Qualification Statement required and included with the Proposal Form herein and the information submitted on the Proposal Form

1 The amount of the Base Proposal and each Alternate Proposal
2 The length of construction time proposed (time is of the essence)
3 References from **all** previous contracts comparable to this contract size and scope during the last five years
4 References from **all** previous contracts with Galveston County and other political subdivisions located within Galveston County
5 The quality and availability of the Proposer's personnel and services
6 Listing of proposed subcontractors, suppliers, and other team members
7 Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work
8 Based upon references listed above the probability of satisfactory timely completion of the work
9 The Proposer's safety record including the current EMR (experience modifier rate)
10 The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years
11 The Proposer's historic compliance with laws and codes governing construction activities.

B The criteria utilized for determining the most desirable Proposal includes but is not limited to the following:

1 Proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, and promptness
2 The probability that the Proposer can perform in accordance with the Proposal Documents.
3 The likelihood that the Proposer will perform without delay or interference
4 The responsibility and reputation of the Proposer
5 The quality of the Proposer's performance on previous contracts.
6 The Proposer's previous compliance with laws affecting the project
7 The Proposer's previous noncompliance regarding time of completion or submission
8 The sufficiency of the Proposer's financial resources
9 In determining and evaluating the best Proposal, 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

19 SINGLE PROPOSAL RESPONSE

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

20 AWARD OF CONTRACT

The award will be made to the Proposer who is determined to submit the best Proposal demonstrating ability to fulfill the requirements of the Project The prices proposed will be considered firm and cannot be altered after the submission deadline

The Proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the Proposal 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 the 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 County Legal Department prior to being signed by the County's authorized representative

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

Notice of Contract Award will be made within sixty (60) days of opening of Proposals to the lowest responsive and responsible Contractor, whose Proposal complies with all the requirements in the Request for Competitive Sealed Proposal

21 PROTEST

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation or award of Proposal 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 the procedure is followed

22. 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)

North County Annex
AHU 1 & 2 Replacement

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

23 NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the Proposal is genuine and not collusive or sham, that the Proposer has not directly or indirectly induced or solicited another contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Proposal, of that anyone shall refrain from Proposal, that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the Proposal price of the Proposer of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other Proposer, 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 Proposal are true, and further, that the Proposer has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal

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 Proposal

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

24 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 Proposal 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

North County Annex
AHU 1 & 2 Replacement

"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 the Article, 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 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 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

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

25 RECORDS

North County Annex
AHU 1 & 2 Replacement

Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by the 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 Govt 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 interest under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, 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.

END OF SECTION 00102

County of Galveston
Purchasing Department
Building Construction - Vendor Qualification Packet

(rev 1.2, May 23 2011)

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:

Please refer to Article 26 of the General Conditions of the Contract

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

1

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

North County Annex
AHU 1 & 2 Replacement

Confidential Information. It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person

Questions/Concerns
If you have any questions or concerns regarding the information or instructions contained within this packet please contact any member of the Purchasing Department staff at (409) 770-5371

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

North County Annex
AHU 1 & 2 Replacement

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.

North County Annex
AHU 1 & 2 Replacement

COUNTY of GALVESTON
Purchasing Department

Ver. 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:	Mesa Mechanical
Attention Line:	Timmon LaFleur

2.

Physical Address:	3514 Pinemont		
City:	Houston	State TX	Zip+4 77018

3.

Billing / Remit Address:	3514 Pinemont		
City:	Houston	State: TX	Zip+4 77018

4

Main Contact Person	Timmon LaFleur
Main Phone Number	713-681-5300
Fax Number	713-681-6675
E-mail Address.	Timmon@mesamechanical.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	

North County Annex
AHU 1 & 2 Replacement

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

Request for Taxpayer Identification Number and Certification

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

Print or type — See Specific Instructions on page 2.

Name (as shown on your income tax return): Mesa Mechanical Inc

Business name/disregarded entity name, if different from above:

Check appropriate box: ☐ Individual/sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶ ☐ Exempt payee

Address (number, street, and apt. or suite no.): 3514 Pinemont

Requester's name and address (optional):

City, state, and ZIP code: Houston TX, 77018

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

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

Social security number: ☐☐☐-☐☐-☐☐☐☐

or

Employer identification number: 74-2155471

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 4/10/2012

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

Cat. No. 10231X — Form W-9 (Rev. 10-2007)

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

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

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

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

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

2 The treaty article addressing the income.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest tax-exempt interest, dividends, broker and barter exchange transactions, rents royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN make the proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if:

1 You do not furnish your TIN to the requester

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W 9

Also see *Special rules for partnerships* on page 1

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name

If the account is in joint names, list first, and then circle the name of the person or entity whose number you entered in Part I of the form

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301 7701 3 enter the owner's name on the "Name" line Enter the LLC s name on the "Business name" line.

For an LLC classified as a partnership or a corporation enter the LLC s name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line This name should match the name shown on the charter or other legal document creating the entity You may enter any business, trade or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor corporation etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.
[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

North County Annex
AHU 1 & 2 Replacement

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity[4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "business name" line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877 777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who must file information returns with the IRS to report interest, dividends, and certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; cancellation of debt; or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

North County Annex
AHU 1 & 2 Replacement

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

NA

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

NA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

4 [signature]

Signature of person doing business with the governmental entity

4/10/2012

Date

Adopted 06/26/2007

END OF SECTION 00102 FORMS

North County Annex
AHU 1 & 2 Replacement

SECTION 00103 – PROPOSAL FORM

1 **OWNER** Galveston County
2 **PROJECT**· Galveston County North County Annex Air Handler Replacement
3 **Engineer** Ibis Engineering

4. **SUBMITTED BY:**

Mesa Mechanical
Proposer Name
Timmon LaFleur
3514 Pinemont
Houston TX
77018
Proposer Address
713-681-5300
Proposer Phone Number
timmon@mesamechanical com
Proposer e-mail or website

5. **PROPOSAL**

A Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above dated March 15, 2012 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below

B In submitting this proposal the undersigned, agrees to the following
- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
- 02 Accept the right of the Owner to reject any or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
- 03 Accept the right of the Owner to reject any Subcontractor A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
- 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals if any
- 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time

C Furnish specified insurance
- 01 Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor

D The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract

North County Annex
AHU 1 & 2 Replacement

6. **Addenda** The undersigned acknowledges receipt of

Addenda # 1 dated 4/3/2012

7 **Base Proposal** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance)

Two Hundred Eleven Thousand Four Hundred Dollars and no/100 $ 211,400 00
(Amount written in words governs) (Amount in figures)

8 **Contract Time** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 75 after submittal approval calendar days

9 **ALTERNATES** If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated

Alternate NO 1 – Hot and Cold Water Recirculating Pumps Replacement
Add/Deduct Four Thousand Two Hundred Dollars and no/100 $ 4,200 00
(Amount written in words governs) (Amount in figures)

10 **Contingency Allowance**: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 7) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

Ten Thousand Five Hundred Seventy Dollars and no/100 $ 10,570 00
(Amount written in words governs) (Amount in figures)

11 **Total** The sum of items 7, 9, and 10 above

Two Hundred Twenty Six Thousand One Hundred Seventy Dollars and no/100 $ 226,170 00
(Amount written in words governs) (Amount in figures)

North County Annex
AHU 1 & 2 Replacement

Proposer's Printed Name: Mesa Mechanical

Proposers Address: 3514 Pinemont
Houston TX, 77018

Proposers Phone Number: 713-681-5300

Signatory's Printed Name: Timmon LaFleur

Signatory's Position/Title: Project Manager/Estimator

Seal

Signature: [signature] date: 4/10/2012

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges

The cost of in-place materials to be incorporated into the project	$ 120,055 00
The cost of labor profit, materials not in-place and all other charges	$ 106,115 00
TOTAL (Must agree with Proposal total above)	$ 226,170 00

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal

END OF SECTION 00103

North County Annex
AHU 1 & 2 Replacement

SECTION 00104 – PROPOSAL EVALUATION WAIVER & QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc) This item accounts for **5%** of the evaluation scoring

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County (include Entity name, individual Entity contact, current phone numbers, project size, etc) This item accounts for **5%** of the evaluation scoring

c) Single page resume of superintendent, Project Manager, and Project Executive for this project The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring

f) Based upon references listed above the probability of satisfactory timely completion of the work The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring

g) The Proposer's safety record including the current EMR (experience modifier rate) The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years This item accounts for **5%** of the evaluation scoring

i) The Proposer's historic compliance with laws and codes governing construction activities This item accounts for **5%** of the evaluation scoring

j) The Proposer's attendance at the Pre-proposal meeting and walkthrough This item accounts for **5%** of the evaluation scoring.

NOTE <u>The Statement of Affirmation Must Be Notarized</u>

STATEMENT OF AFFIRMATION

North County Annex
AHU 1 & 2 Replacement

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal

Proposer's Name: Mesa Mechanical

Proposers Address: 3514 Pinemont
Houston TX, 77018

Signatory's Name: Timmon LaFleur

Signatory's Position/Title: Project Manager/Estimator

Signature: [signature] date: 4/10/2012

Subscribed and sworn to me on this 10th day of April 2012

Kathy D. Bennett
Notary Public

My Commission expires 04/26/2014

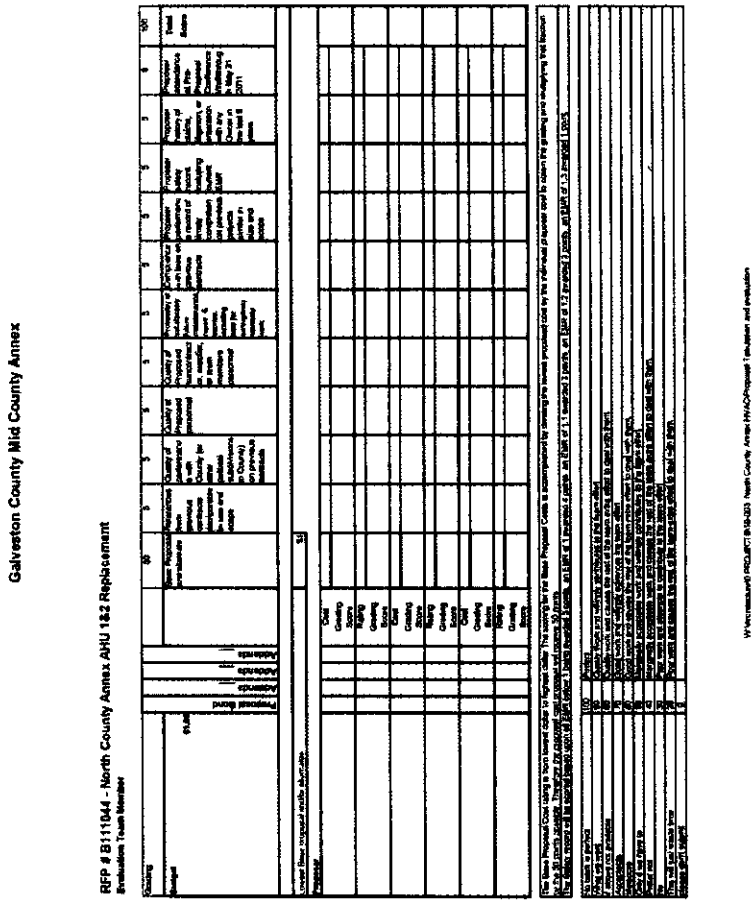
KATHY D BENNETT
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP 04-26-2014

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

END OF SECTION 00104

North County Annex
AHU 1 & 2 Replacement

SECTION 00104 Form - Proposal Tabulation and Evaluation Form



North County Annex
AHU 1 & 2 Replacement

SECTION 00105 – TRADE CONTRACTOR AGREEMENT

Agreement between Galveston County and Trade Contractor

Agreement for: Project Name

This contract is entered into between Galveston County and the Trade Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Competitive sealed Proposal.

Contract No: _____

Proposal No: B121022

Contractor: Mesa Mechanical Inc.

Article I.

The Work

Section 1.01 The Trade Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Trade Contractor are as follows.

The scope of work for this proposal is the replacement of Air Handling Units 1 and 2 at the North County Annex at 174 Calder Road, League City, Texas, 77573 for Galveston County

Section 1.02 The Trade Contractor shall be held accountable for the following Project related responsibilities: furnish all labor and supervision, furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling; do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect, and furnish all necessary information, shop drawings, details, samples, brochures, etc For Owner/Architect approval, as may be required.

Article II.

Time of Commencement and Completion

Section 2.01 The Trade Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the Construction Manager. The Trade Contractor agrees to complete portions and the whole of the work by the following anticipated dates:

Contractor to provide a schedule that is acceptable to the CMa.

North County Annex
AHU 1 & 2 Replacement

Section 2 02 The Trade Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Trade Contractor's information at the jobsite office of the Construction Manager. It is the sole responsibility of the Trade Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions

Section 2 03 In the event the Trade Contractor should fail to maintain the Construction Manager's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Trade Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Trade Contractor,

Section 2 04 Time is of the essence in this Agreement

Article III.

The Contract Sum

Section 3.01 Galveston County agrees to pay the Trade Contractor for the satisfactory performance of his work the total sum of Two Hundred Twenty Six Thousand One Hundred Seventy Dollars and No/100 ($ 226,170 00), payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows

Section 3 02 On the established day of each month, the Trade Contractor shall deliver to the Construction Manager, and Galveston County, a detailed, quadruplicate statement acceptable to the Construction Manager, and if required, supported by receipts, vouchers, etc showing values of all materials delivered and work completed up to the established billing date for which payment is requested. Monthly and final payments will be made to the Trade Contractor from Galveston County. It is specifically understood and agreed that prior to submission of the first statement, the Trade Contractor will deliver to the Construction Manager, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by the Construction Manager, this schedule of values will be used as a basis for checking the Trade Contractor's monthly statement.

Section 3 03 The Trade Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim, provided by the Construction Manager, showing all payments made for labor and materials and on account for all work covered in the previous months request for payment. Affidavit and waiver of bond claims may be required to be submitted from Trade Contractors, suppliers, and/or Sub-Trade Contractors (all tier) The Trade Contractor shall be required to execute a general release, provided by the Construction Manager and satisfactory to Owner, prior to receiving final payment

Section 3 04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents

North County Annex
AHU 1 & 2 Replacement

Section 3 05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials

Section 3 06 The Trade Contractor shall save and keep the Construction Manager, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Trade Contractor's work hereunder. I n the e vent any such b and claim is filed by anyone claiming by, through, or under the Trade Contractor, the Trade Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof

Article IV

The Contract Documents

Section 4 01 The contract documents consist of this Agreement and any exhibits attached hereto, Proposal Documents, Proposal Form, General Terms and Conditions, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Construction Manager and agreed upon by the parties

Section 4 02 The Trade Contractor agrees to perform the work under the general direction of the Construction Manager and subject to the final approval of the Architect or other specified representative of Galveston County, in accordance with the contract documents

Section 4 03 The Trade Contractor agrees to be bound to and assume toward the Construction Manager all of the obligations and responsibilities that the Construction Manager, by those documents, assumes toward Galveston County. Contract documents are available, at reasonable times, at the office of the Construction Manager for examination by the Trade Contractor

Section 4 04 No extra work shall be performed under this Agreement, except upon receipt of a written order from the Construction Manager or Galveston County

The Specifications and Drawings are enumerated as follows

Project Manual	Galveston County North County Annex	Dated 3/15/2012
Drawings	M1-M5 1	Dated 5/16/2011, 4/2/2012
Addenda	1	Dated 4/3/2012

Article V.

Insurance and Indemnity

Section 5 01 The Trade Contractor agrees to, at the time of execution of this Agreement, furnish the Construction Manager with certificates of insurance from an insurance company (or other source) acceptable to Galveston County These certificates should certify that the Trade Contractor is

protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement The Trade Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County Compliance by the Trade Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Trade Contractor of its liabilities and obligations

Section 5 02 For ten ($10 00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Trade Contractor agrees to indemnify and hold harmless Galveston County, the Construction Manager, the Architect, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Trade Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Construction Manager, or any of its agents or employees, by any employee of the Trade Contractor, or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5 02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Trade Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts

Section 5 03 The obligations of the Trade Contractor, under paragraph 5 02, shall not extend to the liability of the Architect, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 5 04 The Trade Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Trade Contractor pursuant to paragraph 5 02 above

Article VI

Performance Bond and Labor and Material Payment Bond

Section 6 01 The Trade Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney The bonds are to be delivered with this executed Agreement

North County Annex
AHU 1 & 2 Replacement

Article VII

Warranty

Section 7 01 The Trade Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County The Trade Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment.

Article VIII

Changes in the Work

Section 8 01 The Trade Contractor may be ordered in writing by Galveston County, 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, the contract sum and the contract time being adjusted accordingly The Trade Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the Construction Manager written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 8 02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials

Section 8 03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8 01 above, shall be made on the basis of one of the following methods

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by the Construction Manager and the Trade Contractor, or
b) by unit prices stated in the contract documents, or
c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Trade Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12 (Field overhead will not be considered as part of actual net cost), or
d) by the method provided in subparagraph 8 04

Section 8 04 If none of the above methods set forth in clauses 8 03 (a), 8 03 (b), 8 03 (c) is agreed upon, the Trade Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved The cost of such work shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit In such case, and also under clauses 8 03 (c) and 8 03 (d) above, the Trade Contractor shall keep and present, in such form as the Construction Manager may prescribe,

an itemized accounting together with appropriate supporting data for inclusion in a change order Unless otherwise provided in the contract documents, cost shall be limited to the following cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom, workers or workmen's compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly attributable to the change Pending final determination of cost, payments, on account shall be made as determined by Galveston County The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change

Section 8 05 Owner's Audit - Owner's duly authorized representative shall have access, at all reasonable times, to all Trade Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Trade Contractor's net cost of change or for any other reasonable purpose Owner's representative shall have the right to reproduce any of the aforesaid documents Trade Contractor shall preserve, and shall cause its Trade Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work

Section 8 06 For work performed by a Sub-Trade Contractor, the Trade Contractor will be allowed to add 5% only and said Sub-Trade Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article IX

Trade Contractor Responsibilities

Section 9 01 The Trade Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and the Construction Manager , or their authorized representatives The Trade Contractor shall, within a 24-hour notice from the Construction Manager, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which the Construction Manager, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents The Trade Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 9 02 The Trade Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby, to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law

Section 9 03 The Trade Contractor shall pay all royalties and license fees He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Construction Manager, and Architect harmless from loss on account thereof, except that Galveston County shall be

responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Trade Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County

Section 9 04 Should the Trade Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Trade Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Trade Contractor, under this Agreement. In the event of such refusal, neglect, or failure Galveston County shall also be at liberty to terminate the employment of the Trade Contractor Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore In case of such discontinuance of the employment, the Trade Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Trade Contractor If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to Galveston County The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Trade Contractor

Section 9 05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor In such instance the Trade Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination No payments shall be made for anticipated overhead and profit Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Trade Contractor

Section 9 06 The Trade Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and the Construction Manager's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so

Section 9 07 In the event the Trade Contractor after a 24-hour written notice from Galveston County, the Construction Manager, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Trade Contractor's account without further notice to the Trade Contractor

Section 9 08 The Trade Contractor agrees to notify the Construction Manager's representative on the jobsite of all accidents which may occur to persons or property and shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms

All reports shall be signed by the Trade Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 9 09 The Trade Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees The Trade Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site

Section 9 10 The Trade Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Construction Manager In the event of such a consent, a Sub-Trade Contractor must comply with all the requirements of this Agreement.

Section 9 11 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done The Trade Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors The Trade Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 9 12 The Trade Contractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc The Trade Contractor shall be required to submit to the Construction Manager a monthly material status report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment The Trade Contractor shall notify the Construction Manager immediately upon learning of a change of status of any material, equipment, or supplies

Section 9 13 The Trade Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9 14 The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules, as established by the Construction Manager In the event that his force is, in the judgment of the Construction Manager, inadequate to meet the established schedules during the regular working hours, the Trade Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County If for reasons not already stated, the Construction Manager requires and directs the Trade Contractor to work overtime, including Saturdays, Sundays or Holidays, the Trade Contractor will be reimbursed the net premium rate only The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit

Section 9 15 The Trade Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings If required, the Trade Contractor shall substantiate this employment of competent personnel to the Construction Manager's satisfaction before initiating any work

Section 9 16 The Trade Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Trade Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 9 17 If the Trade Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Construction Manager, or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, or by delay authorized by the Owner or Construction Manager, or by any other cause which the Construction Manager determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as the Construction Manager and Owner may determine

Section 9 18 Right-To-Know each Trade Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed Before using on site any material listed in the right-to-know substance list, each Trade Contractor will furnish the Construction Manager a copy of the material safety data sheet for that substance

Section 9 19 In the event the Trade Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Trade Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers In that event, the Trade Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination

Article X

Construction Manager Responsibilities

Section 10 01 The Construction Manager will be the Owner's representative and will administer the trade contract as described in the trade contract documents The Construction Manager will advise and consult with the Owner The Construction Manager will have authority to act on behalf of the Owner to the extent provided in the trade contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 10 02 The Trade Contractor agrees to perform the work under the general direction and coordination of the Construction Manager in accordance with the contract documents Any directive given by the Construction Manager shall be binding on the Trade Contractor

Section 10 03 The Construction Manager, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Trade Contractor, that the Owner is entitled to undertake

Section 10 04 The Construction Manager shall not give instructions or orders directly to employees or workers of the Trade Contractor, except to persons designated as authorized representatives of the Trade Contractor

Article XI

Equal Opportunity

Section 11 01 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin The Trade Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin The Trade Contractor will comply with all provisions of Executive Order No 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U S C 4212) and their implementing regulations at 41 CFR Chapter 60

Article XII

Alterations

Section 12 01 The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C is 10% Cost for Administering Changes, 5% Profit

Article XIII

Complete Agreement

Section 13 01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Trade Contractor There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 13 02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained

North County Annex
AHU 1 & 2 Replacement

This Contract is issued pursuant to award made by Commissioners' Court on 4-17, 2012

EXECUTED this 20 day of April, 2012

COUNTY OF GALVESTON, TEXAS

BY

Mark Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

By: Brandy Chapman Deputy

Brandy Chapman

CONTRACTOR

Mesa Mechanical Inc.

BY

Project Manager/Estimator

Signature - Title

Timmon LaFleur

Printed Name

END OF SECTION 00105

North County Annex
AHU 1 & 2 Replacement

SECTION 00106 – GENERAL CONDITIONS TO THE CONTRACT

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

Article

1 Contract Documents
2 Execution, Correlation, and Intent
3 Ownership and use of documents
4 Owner
5 Architect
6 Construction Manager
7 Trade Contractor
8 Warranty
9 Taxes
10 Superintendent
11 Drawings and Project manual at the Site
12 Use of Site
13 Communications
14 Sub-Trade Contractors
15 Separate Trade Contracts
16 Governing Law and Venue
17 Claim for Damages
18 Indemnification
19 Rights and Remedies
20 Tests
21 Interest
22 Time
23 Payments and completion
24 Protection of Persons Property
25 Emergencies
26 Insurance
27 Changes in the Work
28 Uncovering and Correction of Work
29 Termination of the Contract
30 Temporary Services and Systems
31 Order of Precedence
32 Wage Rates
33 Force Majeure
34 Salvage
35 Open Records
36 Performance and Payment Bond(s)

North County Annex
AHU 1 & 2 Replacement

General Terms and Conditions of the Contract

1 **Contract Documents**

A The Work - For the purpose of this document, the term "Work" is the work defined in Article 1 of the Trade Contract

B The Project is the total construction to be performed under the Agreement between the Owner and Construction Manager of which the Work is a part

C Proposal Package

1 The project is to be constructed under a multi-contract arrangement utilizing multiple trade contracts The Scope of Work (description of the portion of work) for each "Proposal Package" including an index of respective Drawings and Project Manual Sections shall be specified in the "Competitive Sealed Proposal Form" which form is a part of each "Proposal Package"

2 The work to be performed by each separate Trade Contractor shall be as more fully described in the Proposal Form for each separate Trade Contract (Proposal Package under "Scope of Work") and subsequently inserted in Article 1 of the Agreement. Note The Scope of Work of a Trade Contract (Proposal Package) may

a Require work to be performed which is covered under more than one (1) section of the Project Manual, and/or

b Require the performance of one or more items of work which are only a part of the work covered by a section of the Project Manual

3 Where the Scope of Work of any separate Trade Contract (Proposal Package) requires the performance of an item of work, said item of work shall be performed in full accordance with the requirements of the applicable Sections of the Project Manual, or the applicable part thereof

D Abbreviations

1 The language of the Project Manual and elsewhere in the Contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted

2 Actual word abbreviations of a self-explanatory nature have been included in the Project Manual and Drawings These are generally defined in the Project Manual Sections at the first instance of use of each term so abbreviated

3 Singular words will be interpreted as plural and plural words will be interpreted as singular wherever applicable and the full context of the requirements so indicates.

E General Definitions

1 The word "County" in this contract refers to the County of Galveston

2 The word "Contractor" refers to the person or entity agreeing to perform the work in this contract and is also referred to as the "Trade Contractor"

3 "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract

4 "Provide", or "perform" To supply, install and connect up complete and ready for safe and regular operation of particular work referred to unless specifically noted otherwise

5 "Furnish" to supply, deliver to site and transfer to others for installation

6 "Install" To receive, unload, distribute, construct, erect, mount, and connect complete with related accessories

7 "Supply" To purchase, procure, acquire and deliver complete with related accessories

8 "Product" The term "product" shall include materials, equipment and systems

9 "As approved" Where used in conjunction with the Construction Manager's or the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Trade Contractor, the meaning of the term "approved" shall not exceed the limitations of the Construction Manager's or the Architect's responsibilities and duties as established in the contract documents

a. In no case shall "approval" by the Construction Manager or the Architect be interpreted as a release of the Trade Contractor from responsibilities to fulfill the requirements of the Contract Documents

b "Approval", where required for an item, shall be obtained from the Architect through the Construction Manager in writing

10 The term "Indicated" is a cross reference to details, notes, or schedules on the drawings, other paragraphs or schedules in the Project Manual, and similar means of recording requirements in the Contract Documents

a. Where terms such as "shown", "noted", "scheduled", and "specified" are used instead of "indicated, it is for purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted

11 "Directed", "Requested", Etc Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the Architect, Construction Manager or Owner's Representative", requested by the Architect, Construction Manager or Owner's Representative", etc However, no such implied meaning will be interpreted to extend the Architect's or Construction Manager's responsibility in the Trade Contractor's area of construction supervision

12 "Installer" The person or entity engaged by the Trade Contractor or his or Sub-trade contractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations It is a general requirement that installers be recognized experts in the work they are engaged to perform

13 "Suitable", "reasonable", "proper", "correct" and "necessary" Such terms shall mean as suitable, reasonable, proper, correct, or necessary for the purpose intended as required by the contract documents, subject to the judgment of the Architect or the Construction Manager

14 "Including", "Such as" The terms "including" and "such as" shall always be taken in most inclusive sense, namely, "including, but not limited to", and "such as, but not limited to"

15 "Option" The term "option" shall mean a choice from the specified products or procedures which shall be made by the Trade Contractor The choice is not "whether" the work is to be performed, but "which" product or "which" procedure is to be used The product or procedure chosen by the Trade Contractor shall be provided at no increase in the cost to the Owner and with no lessening of the Trade Contractor's responsibility for its performance

16 "Exposed" The term "exposed" shall mean any item or surface, exterior or interior,

which can be seen by a person outside the building, or seen by a person inside any usable space within the building during normal activity

a. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them

b The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is shown

c The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required

d Spaces which are not normally occupied or used by occupants or building staff, such as, shafts, hoist ways, tunnels, ceiling plenums, attics, and crew spaces shall be considered "concealed" spaces, unless finishes are shown or specified for their surfaces

17 "At no additional cost" The term "at no additional cost" shall mean at no additional cost to the Owner, the Architect, or the Construction Manager

18 "Testing Laboratory" An independent entity engaged to perform specific inspections or tests of the Work, either at the project site or elsewhere, and to report and interpret the results of those inspections or tests

19 Where the word "similar" appears on the drawings, it shall be interpreted in its general sense and not as meaning identical and all details shall be worked out in relation to their location and connection with other parts of the Work

a Where on any drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to parts outlined

2 **Executions, Correlation, and Intent**

A By executing his Agreement, each Trade Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed and correlated his observances with the requirements of the Contract Documents Claims, as a result of failure to do so, will not be considered

B The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results Words and abbreviations in the Contract Documents which have well known technical or trade meanings are used in accordance with such recognized meanings

C The organization of the Project Manual into divisions, sections and articles, and the arrangements of Drawings shall not control the Construction Manager in dividing the Work among Trade Contractors or in establishing the extent of Work to be performed by any trade

D Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect through the Construction Manager and in accordance with any schedule agreed upon The Trade Contractor shall make written request through the Construction Manager to the Architect for such interpretations Such interpretations shall be consistent with and reasonably inferable from the Contract Documents The Trade Contractor shall execute and complete the Work in accordance

with such interpretations

3 **Ownership and Use of Documents**

A Unless otherwise provided in the Contract Documents, the Trade Contractor will be furnished, free of charge, three (3) sets of Working Drawings and Project Manual reasonably necessary for the execution of the Work

B All Drawings, Project Manual and copies thereof furnished by the Architect are and shall remain his property They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights

4 **Owner**

A The Owner for this project is
Galveston County
722 Moody, Suite 200
Galveston, Texas 77550

The Owner is the person or entity identified as such in the Agreement between the Owner and Construction Manager and is referred to throughout the Contract Documents as if singular in number and masculine in gender The term "Owner" means the Owner or his authorized representative

B Information and Services furnished by the Owner

1 The Owner will furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site

2 Except as provided in Article 9 2 of the Trade Contract the Owner will secure and pay for necessary approvals, easements, assessments and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities

3 Information or services under the Owner's control will be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work

4 The Owner shall forward all instructions to the Trade Contractors through the Construction Manager

5 The Owner or Construction Manager may elect to utilize a formal Partnering Program on the project. If the Owner or Construction Manager utilizes a Partnering Program, the Trade Contractor shall be required to participate and require all sub-tier contractors to participate

5. **Engineer**

A Definition

1 The Engineer for this project is
Ibis Engineering; PO Box 55171 Galveston, TX, 77555, 409 5395548

2 The Engineer is the person lawfully licensed to practice engineering or an entity lawfully

practicing engineering identified as such in the Agreement between the Owner and Construction Manager and is referred to throughout the Contract Documents as if singular in number and masculine in gender The term Engineer means the Engineer or his authorized representative

3 Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and any Trade Contractor

B Engineer Duties during Construction

1 The Engineer will be the interpreter of the requirements of the Drawings and Project Manual The Engineer will, within a reasonable time, render such interpretations as are necessary for the proper execution of the progress of the work

2 The Engineer shall interpret the requirements of Changes In The Work, and he shall decide all other questions of design intent in connection with the work

3 The Engineer will recommend suspension of the Work whenever such suspension may be necessary to ensure proper execution of the Work

4 All interpretations of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. All requests for interpretations shall be directed through the Construction Manager

5 It shall be the responsibility of the Engineer to make interpretations and render opinions in regard to all claims of the Owner or Construction Manager involving questions of interpretation of the intent of the drawings and Project Manual

6 Neither the Trade Contractor, the Construction Manager nor the Owner shall be bound by any determination, interpretation or opinion of the Engineer if it is later determined that such is not in accord with the true intent of the contract documents The party taking issue with the determination, interpretation or decision of the Engineer shall give the other party or parties, as the case may be, written notice of such fact within ten (10) days after the determination, interpretation or opinion is rendered by the Engineer However, it is the intent of this paragraph that in the actual performance of the Work, the Trade Contractor and/or the Construction Manager shall, in the first instance, proceed in accordance with the instruction given by the Engineer unless the Owner and the Construction Manager mutually agree that the Trade Contractor and/or the Construction Manager shall proceed otherwise

7 The Engineer's decision in matters relating to artistic effect will be final if consistent with the Contract Documents

8 The Engineer will have authority to reject Work which does not conform to the Contract Documents Whenever, in his opinion, he considers it necessary or advisable for the implementation of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 19 B whether or not such Work be then fabricated, installed or completed However, neither the Engineer's authority to act under this Subparagraph nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Trade Contractor, any Sub-trade contractor, any of their agents or employees, or any other person performing any of the Work

9 The Engineer will be the judge of the performance of the Work and will use his powers under the contract to enforce its faithful performance The Architect will determine the amount, quality, acceptability and fitness of all parts of the work

10 The Engineer will review or take other appropriate action upon Trade Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents Such action shall be taken with reasonable promptness so as to cause no delay The Engineer's review of a specific item shall not indicate approval of an assembly of which the item is a component.

11 The Engineer along with the Construction Manager will conduct site visits to determine the dates of Substantial Completion and final completion, will receive written warranties and related documents required by the Contract and assembled by the Trade Contractor

12 The Engineer will communicate with the Trade Contractor through the Construction Manager

6. Construction Manager Agent

A Definition

1 The Construction Manager Agent is also referred to as Construction Manager in this agreement.

2 The Construction Manager for this project is O C Unbehagen

3 The Construction Manager is the person or entity who has entered into an agreement with the Owner to serve as Construction Manager and is referred to throughout the Contract Documents as if singular in number and masculine in gender The term Construction Manager means the Construction Manager acting through his authorized representative

4 It is the intent of these General Conditions to allow the Construction Manager to direct and schedule the performance of all Work and the Trade Contractors are expected to follow all such directions and schedules

B Administration of the Contract

1 The Construction Manager will provide, as the Owner's authorized representative, the general administration of the Project as described herein and in Article 10 of the Trade Contract

2 The Construction Manager will be the Owner's Construction Representative during construction until final payment and shall have the responsibility to manage the work of all Trade Contractors

3 The Construction Manager will provide leadership to the Project Team on all matters relating to construction

4 The Construction Manager shall have the authority to reject Work, which does not conform to the Contract Documents, and to require any Special Inspection and Testing in accordance with Subparagraph 19 B

5 The Construction Manager will prepare and issue Amendments (Changes In The Work) to the Trade Contractors in accordance with Article 26

6 The Construction Manager, along with the Architect, will conduct site visits to determine the dates of Substantial Completion and Final Completion, and will receive and review written warranties and related documents required by the Contract and assembled by the Trade Contractor

7 The Construction Manager may call for meetings of the Trade Contractors, Sub-trade contractors, and material suppliers, as he deems necessary for the proper coordination of the work Such meetings shall be held at the jobsite on regular working days during regular working hours Unless otherwise directed by the Construction Manager,

attendance shall be mandatory for all parties notified

7 **Trade Contractor**

A Definition

1 Trade Contractor is the person or entity identified as such, and is referred to throughout the Contract Documents as if singular in number and masculine in gender The term Trade Contractor means the Trade Contractor or his authorized representative

2 In the Project Manual, the word "contractor" shall mean and shall be interpreted as being the "Trade Contractor" whose "scope of work" and Project Manual index includes that portion of the work In these General Conditions the word "contractor" and/or "Trade Contractor" shall mean and shall be interpreted as being "individually, each and every Trade Contractor"

3 The Trade 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

4 The Trade Contractor will retain full control over this contract and will not assign said contract without the prior written consent of the County

B Review of Contract Documents

1 The Trade Contractor shall carefully study and compare the Contract Documents and shall at once report to the Construction Manager any error, inconsistency or omission he may discover If the Trade Contractor performs any work without reporting any such error, inconsistency, or omission to the Construction Manager or contrary to any laws, ordinances, rules, or regulations, and without such notice to the Construction Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto

C Supervision and Construction Procedures

1 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

2 The Trade Contractor shall supervise and direct the Work, using his best skill and attention He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract subject to the overall coordination of the Construction Manager

3 The Construction Manager may reject any means, methods, techniques, sequences or procedures proposed by the Trade Contractor, which might constitute or create a hazard to the Work, or to persons or property, or which will not provide Work in accordance with the Contract Documents

4 The Trade Contractor shall be responsible to the Owner for the acts and omissions of his employees and all his Sub-trade contractors and their agents and employees and other persons performing any of the Work under a contract with the Trade Contractor

5 Neither observations nor site visits, tests or approvals by persons other than the Trade Contractor shall relieve the Trade Contractor from his obligations to perform the Work in accordance with the Contract Documents The Trade Contractor shall do and be responsible for the correct laying out of the Work as per drawings and written instruction of the Construction Manager including all necessary leveling and checking The Trade Contractors shall check the established grades and bench marks, and shall lay out all partition lines and other significant reference lines or points which will enable them to

accurately place their boxes, openings, sleeves, conduits, pipe duct, controls, hangers, inserts and other devices Trade subcontractors shall be responsible for laying out their Work from these reference points

D Labor and Materials

1 The Trade Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost

2 The Trade Contractor and all Sub-trade contractors shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin

3 The Trade Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination

4 In the event of Trade Contractor's non-compliance with the non-compliance clause of this Contract, the Contract entered into may be canceled in whole or part

5 The Trade Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him Obnoxious behavior, possession, or consumption of alcoholic beverages or drugs on the premises is strictly prohibited Violators shall be promptly discharged from the site

6 The Trade Contractor shall accept delivery, unload, store, protect, provide security, distribute and install any materials, systems and equipment furnished by others which are a part of the Work The Trade Contractor shall document receipt of such materials, systems and equipment on forms acceptable to the Construction Manager

7 Whenever the Trade Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the work of this contract, the Trade Contractor shall immediately give notice thereof to the Construction Manager The Trade Contractor shall then confirm the notice, in writing, within 24 hours of the giving thereof and shall include all relevant information with respect thereto No claims will be accepted for costs incurred as a result of jurisdictional or labor practices disputes

8 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.

8 Warranty

A The Trade Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents All Work not so conforming to these requirements, including substitutions not properly reviewed and authorized, may be considered defective If required by the Construction Manager, the Trade Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment This warranty is not limited by the provisions of Paragraph 28 B

B The warranty of materials, equipment and workmanship defined in 8 A is separate from, independent of, and in addition to any other guarantees in this contract or any other warranties required by the Contract Documents.

C The Trade Contractor, prior to or at the time of substantial completion for the Work and during administrative closeout of the project, shall submit one copy of all specified warranties and guarantees to the Construction Manager for review, approval and subsequent transmittal to the Architect and Owner

D Warranties and guarantees, including those specified in excess of the general one year guarantee shall be complete for all specific materials, systems, sub-systems, equipment, appliances and products specified and required by the Contract Documents

E Warranties and guarantees shall clearly define what is to be guaranteed, the extent, terms, conditions, time and effective dates

F Copies of the same warranties and guarantees shall be included in the "Owner's Maintenance Manual" as specified herein

G Owner's Maintenance Manual The Trade Contractor, during the course of the work, shall maintain, coordinate and collect copies of warranties guarantees, certificates, test results, installation drawings, manufacturer's maintenance and operations manuals, parts lists, and keying schedules and at the acceptance of the project, shall assemble this material into a manual and forward to the Construction Manager for incorporation in the Operations and Maintenance Manual for the project

H Warranties shall not commence to run until the Owner

1 Accepts the work for beneficial occupancy, and

a. is in possession of all the specified guarantee/ warranty documentation, and

b has received the specified training for the operation and maintenance of the system/equipment

c a Substantial Completion Certificate has been issued by the Architect

I If prior to the acceptance of the Work the Owner occupies or uses any separate unit of the Work, the guarantee period shall, as to the unit so occupied or used, commence on the date of such occupancy or use, with the further provision that the Owner shall have first agreed in writing that the separate unit is complete to such a degree as to permit its use or occupancy and subject to subparagraph 8 H as applicable No such separate unit shall be occupied or used by the Owner until such certificate has been given Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one full year from the date of test and acceptance in writing by the Owner

J If within any guarantee period, repairs or changes are required in connection with the guaranteed Work, as the result of the use of materials, equipment or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, the Trade Contractor shall, promptly, within 48 hours after receipt of notice from the Construction Manager or Owner and without expense to the Owner or Construction Manager, commence and continue to effect such repairs or changes and

1 Place in satisfactory condition, in every particular, all of such guaranteed work and correct all defects therein

2 Make good all changes to the structure, site, equipment, or contents thereof, which, in the opinion of the Architect, and Construction Manager is the result of the use of materials, equipment or workmanship, which are inferior, defective, or not in accordance with the terms of the Contract

K Notifications by Owner or Construction Manager of defects shall stop the warranty time period The guarantee or warranty period for that replaced or restored work shall be reinstated for the remaining time period, starting on the date of acceptance of the replaced or restored work

L In any case, where in fulfilling the requirements of the Contract or of any guarantee embraced in or required thereby, the Trade Contractor disturbs any work guaranteed under another contract, he shall restore such work to a condition satisfactory to the Architect, and Construction Manager and guarantee such restored work to the same extent as it was guaranteed under such other contract

M If the Trade Contractor after notice fails to proceed within 48 hours to commence and continue to comply with the terms of the guarantee, the Owner or Construction Manager may have the defect corrected in which case the Trade Contractor and his surety shall be liable for all expenses incurred

N All special guarantees or warranties applicable to definite parts of the Work that may be stipulated in the Project Manual or other papers forming a part of the Contract shall be subject to the terms of this Article during the first year of the life of such special guarantee

O Nothing contained in this Article shall be construed to establish a period of limitation with respect to any other obligation which the Trade Contractor might have under the Contract Documents

P In the event the Work of the Trade Contractor is to be modified by another Trade Contractor, either before or after inspection, the first Trade Contractor shall remain responsible in all respects under the warranty given in Article 8 and under any other warranties provided in the Company Documents or by law However, the first Trade Contractor shall not be responsible for any defects in material or workmanship introduced by the Trade Contractor modifying its work Both the first Trade Contractor and the Trade Contractor making the modifications shall each be responsible solely for the work done by each The Trade Contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the Work which it is modifying

9. Taxes

A Any taxes which are the responsibility of the Trade Contractor, but are not paid by the Trade Contractor, and which are subsequently assessed against and paid by the Owner shall be deducted by the Owner as an offset from the unpaid Contract Sum and any other amounts due to the Trade Contractor If the amount of such unpaid taxes exceeds the total of the unpaid Contract Sum and other amounts due to the Trade Contractor, the Trade Contractor agrees to pay the amount of such excess to the Owner

10 Superintendent and key Personnel

A The Trade Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work The superintendent shall be satisfactory to the Construction Manager, and shall not be changed except with the consent of the Construction Manager, unless the superintendent proves to be unsatisfactory to the Trade Contractor or ceases to be in his employ The superintendent shall represent the Trade Contractor and all communications given to the superintendent shall be as binding as if given to the Trade Contractor Important communications shall be confirmed in writing Other communications shall be so confirmed on written request in each case

B A duly authorized representative of the Trade Contractor shall be available for emergency telephone communication from the Owner or Construction Manager on a 24-hour basis, seven days a week during the performance of the work

C The Trade Contractor shall identify the key personnel he intends to assign to the project, to the Construction Manager The Owner, acting through the Construction Manager, reserves the right to approve the Trade Contractor's proposed personnel, and anyone not so approved shall be immediately replaced by someone acceptable If, in the course of construction, the Construction Manager feels that it would be in his best interest to request a change in the Trade Contractor's personnel, he may do so, and the Trade Contractor shall immediately assign an acceptable replacement at no additional cost.

North County Annex
AHU 1 & 2 Replacement

11 Drawings and Project manual at the site

A The Trade Contractor shall maintain at the site for the Construction Manager and Architect one copy of all Drawings, Project Manual, Addenda, Bulletins, Amendments, and other Modifications, in good order and marked currently to record all changes made during construction Including any changes in locations, sizing and arrangement of the various components of the Work or any other variations from the Drawings or Shop Drawings The Trade Contractor shall mark each drawing as the Work shown thereon is completed in the field, revising any or adding lines, dimensions, elevations, depths, notes or any other information required to accurately record "As-Built" conditions These drawings, marked to record all changes during construction, and approved Shop Drawings, Product Data and Samples shall be delivered to the Construction Manager, for the Owner, upon completion of the Work

B In addition to maintaining and delivering to the Construction Manager those record Drawings required by Subparagraph 11 A the Trade Contractor shall also prepare and submit to the Construction Manager, upon completion of the Work "As-Built" Reproducible Drawings

12 Use of Site

A The owner does not assume any responsibility for any materials, tools, or equipment stored on or about the site

B The Trade Contractor shall confine operations at the site to areas designated by the Construction Manager, permitted by law, ordinances, permits and by the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment The Trade Contractor shall not use any of the existing Owner's facilities, such as toilets, cafeteria, parking areas, power hookup, etc , except with the Construction Manager's written approval The Trade Contractor shall not, at any time, block or restrict access to the site

C The Trade Contractor shall coordinate all of his operations with the Construction Manager and obtain his approval before using any portion of the project site and the Trade Contractor shall comply with the Construction Manager's Site Utilization Plan

D The roads, sidings and other transportation facilities at the site, where work under the Contract is being performed, are for the general use and convenience of the Owner If Trade Contractors are permitted to use them, they must conform to the regulations of the local authorities If the work of a Trade Contractor requires that such facilities be temporarily discontinued, after obtaining Construction Manager's approval, the work must be done expeditiously and he shall provide and maintain proper warnings and detour signs at all pedestrian and vehicular closures, intersections, and along detours, directing traffic around closed portions of roadways He shall, at his own expense, wherever necessary or required, provide and maintain fences, temporary roadways, temporary cross signs, watchmen, warning lights and take such other precautions as may be necessary to protect life any way by his act or neglect. All barricades and obstructions shall be illuminated at night, and all lights shall be kept on from one half hour before sunset, until one-half-hour after sunrise

E On-site storage space for Trade Contractor's field office trailer, sheds, materials, tools, equipment, and supplies must be coordinated with and approved by the Construction Manager in advance Trade Contractor's materials, equipment, tools and supplies shall be moved at no cost if their location obstructs or impedes the work of others.

F The Construction Manager will provide site survey, selected baselines and benchmarks

G The Trade Contractor shall not disturb existing monuments and markers at the site Should monuments, markers, or both be disturbed by the Trade Contractor, he shall bear the cost of a

licensed surveyor engaged by the Construction Manager for the purpose of relocating such monuments or markers

H Each Trade Contractor shall lay out his work and shall be responsible for the accuracy of all lines, elevations and measurements, grading, utilities, and other work executed by him under his Trade Contract He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution

13 Communications

A The Trade Contractor shall forward all communications to the Owner and Architect through the Construction Manager

B The Trade Contractor shall promptly return telephone calls or respond to any other form of communication initiated by the Construction Manager Failure to promptly do so shall be considered lack of performance on the part of the Trade Contractor

C All written correspondence to the Construction Manager shall be dated, and signed by the Trade Contractor or his authorized representative

D Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice

14 Sub-Trade Contractors

A Definition

1 A Sub-trade contractor is a person or entity who has a direct or indirect contract with a trade Contractor to perform any of the Work at the site The term Sub- Trade contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-trade contractor or his authorized representative

2 Nothing in the contract documents shall create any contractual relationship between the Owner, the Architect or the Construction Manager and any Sub-trade contractor of the Trade Contractor

B Award of Sub-trade Contracts and other Contract for Portions of the Work

1 Unless otherwise required by the Contract Documents the Trade Contractor shall furnish to the Construction Manager in writing, for acceptance by the Owner and the Construction Manager in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Trade Contractor is encouraged to use Local vendors wherever possible The Construction Manager will promptly reply to the Trade Contractor in writing if either the Owner or the Construction Manager, after due investigation, has reasonable objection to any such proposed person or entity Failure of the Owner or Construction Manager to reply shall constitute notice of no reasonable objection

2 The Trade Contractor shall not contract with any such proposed person or entity to whom the Owner or the Construction Manager has made reasonable objection under the provision of Subparagraph 14 B 1 The Trade Contractor shall not be required to contract with anyone to whom he has a reasonable objection

3 If the Owner or Construction Manager refuses to accept any person or entity on a list

submitted by the Trade Contractor in response to the requirements of the Contract Documents, the Trade Contractor shall submit an acceptable substitute, however, no increase in the Contract Sum shall be allowed for any such substitution

4 The Trade Contractor shall make no substitution for any Sub-trade contractor, person or entity previously selected if the Owner or Construction Manager makes reasonable objection to such substitution

C Sub-trade Contractual Relations

1 By an appropriate written agreement, the Trade Contractor shall require each Sub-trade contractor to the extent of the work to be performed by the Sub-trade contractor to be bound to the Trade Contractor by the terms of the Contract Documents, and to assume toward the Trade Contractor all the obligations and responsibilities which the Trade Contractor, by these documents, assumes toward the Owner, the Construction Manager, or the Architect. Said agreement shall preserve and protect the rights of the Owner, the Construction Manager and the Architect under the Contract Documents with respect to the work to be performed by the Sub-trade contractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Sub-trade contractor, unless specifically provided otherwise in the Trade Contractor agreement, the benefit of all rights, remedies and redress against the Trade Contractor that the Trade Contractor, by these Documents, has against the Owner

2 Where appropriate, the Trade Contractor shall require each Sub- trade contractor to enter into similar agreements with his Sub-trade contractors. The Trade Contractor shall make available to each proposed Sub-trade contractor, prior to the execution of the Sub-trade contract, copies of the Contract Documents to which the Sub- trade contractor will be bound by this Paragraph 14 C 1 and shall identify to the Sub-trade contractor any terms and conditions of the proposed Sub-trade contract which may be at a variance with the Contract Documents Each Sub-trade contractor shall similarly make copies of such Documents available to his Sub-trade contractors

15 **Separate Trade Contractors**

A The Trade Contractor shall afford the Construction Manager and other Trade Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with others under the general direction of the Construction Manager

B If any part of the Trade Contractor's Work depends, for proper execution or results, upon the work of the Construction Manager or any separate Trade Contractor, the Trade Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies of defects in such work that render it unsuitable for such proper execution and results Failure of the Trade Contractor so to report shall constitute an acceptance of the other trade contractor's or Construction Manager's work as fit and proper to receive his Work, except as to latent defects which may subsequently become apparent in such work by others

C Copies of Drawings and Project Manual relating to these separate contracts will be available to the Trade Contractor, upon request, for his information in carrying out the above provisions The Trade Contractor shall be held responsible for any damage or misfit resulting from his neglect to comply with the foregoing

D All Trade Contractors on the project shall have equal rights on the premises for the performance of

their work, but shall follow the sequence established by the progress schedule and/or instruction issued by the Construction Manager

E If the Trade Contractor notifies the Construction Manager, in writing, that another contractor on this project is failing to coordinate his work with the Work of this contract, as directed, the Construction Manager will promptly investigate the charge If he finds it to be true, he will promptly issue such directions to the other contractor with respect thereto as the situation may require The Construction Manager or Owner shall not, however, be liable for any damages suffered by this Trade Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Construction Manager or by reason of another contractor's default in performance, it being understood that the Construction Manager does not guarantee the responsibility or continued efficiency of any contractor Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore

F Should the Trade Contractor wrongfully cause damage to the work or property of the Owner, any separate Trade Contractor or other Contractor, the Trade Contractor shall, upon due notice, promptly attempt to settle with the Owner, the separate Trade Contractor or other Contractor by agreement, or otherwise resolve the dispute If such separate Trade Contractor or other Contractor sues the Owner on account of any damage alleged to have been caused by the Trade Contractor, the Owner shall notify the Trade Contractor who shall defend such proceedings at the Trade Contractor's expense, and if any judgment or award against the Owner arises therefrom, the Trade Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court costs which the Owner has incurred

G Should the Trade Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder, or through any act of omission of a subcontractor of such contractor, the Trade Contractor shall have no claim against the Owner, Architect, Construction Manager or the Owner's consultants for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provisions that have been or will be inserted in the contracts with such other contractors

H Should any other contractor having or who shall hereafter have a contract with the Owner for the performance of work upon the site sustain any damage through any act or omission of a Sub-trade contractor of the Trade Contractor, the Trade Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the Owner, Architect and Construction Manager harmless from all claims

I The Trade Contractor shall indemnify and hold the Owner, Architect and Construction Manager harmless from any and all claims or judgments for damages and from costs and expenses to which the Owner and/or Construction Manager may be subjected or which either may suffer or incur by reason of the Trade Contractor's failure to comply with the Construction Manager's directions promptly If the Trade Contractor installs any work prior to proper coordination, or in such manner as to cause interference with work of others, he shall arrange for removal of or arrange for necessary modifications to the work Any such action is subject to the approval of the Construction Manager and shall be at no additional cost

J The Trade Contractor shall cooperate with the Owner, Architect and Construction Manager and other Trade Contractors working on this project in order to avoid interference, inconvenience or damage To aid in avoiding conflicts, the Trade Contractor, without additional charge, shall make all reasonable modifications in the work as may be directed by the Construction Manager In the

event of the Trade Contractor's operations causes any damage, interference, or inconvenience to work being carried out under any other Trade Contract, the Trade Contractor shall restore, replace, rectify, or otherwise make good any damage to the satisfaction of the Construction Manager or to the other Trade Contractors Should the responsible Trade Contractor fail to comply with this provision, the work will be done by others at the expense of the responsible Trade Contractor

K Trade Contractor agrees that he has become familiar with the site, has reviewed the plans and Project Manual covering the work of his and other trades and thereby accepts responsibility for all necessary coordination of his Work with the work of other trades affected

16. Governing Law and Venue

A The Contract shall be governed by the law of the place where the Project is located Any action arising from or relating from this Contract shall be instituted in a court of competent jurisdiction in Galveston County, Texas

B 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.

C 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

D Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work.

E 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.

17 Claims for Damages

A Should either party to the Trade Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage

B Notwithstanding the event of any claim, dispute, or other matter in question arising out of or relating to this Agreement or the breach thereof, the Trade Contractor shall carry on the work and maintain the Substantial Completion Date and the Construction Manager shall continue to make payments in accordance with this Agreement

C 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 Trade Contractor at his own costs

18. 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

19 Rights and Remedies

A The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law

B No action or failure to act by the Owner, Construction Manager, Architect or Trade Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

20 Tests

A If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Trade Contractor shall give the Construction Manager timely notice of its readiness so the Architect and Construction Manager may observe such inspection, testing or approval The Trade Contractor shall bear all costs coordination and supervision of tests to be performed by an independent laboratory selected and paid by Galveston County

B If the Architect or Construction Manager or Owner determines that any Work requires special inspection, testing or approval which Subparagraph 19 A does not include, he will, through the Construction Manager, instruct the Trade Contractor to order such special inspection, testing or approval and the Trade Contractor shall give notice as in Subparagraph 19 A If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Trade Contractor shall bear all costs thereof, including compensation for the Architect's and Construction Manager's additional services made necessary by such failure If the Work complies, the Owner shall bear such costs and an appropriate Amendment shall be issued

C Required certificates of inspection, testing or approval shall be secured by the Trade Contractor and promptly delivered by him through the Construction Manager to the Architect

D If the Architect or Construction Manager is to observe the site visits tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply

E Neither the observations of the Architect or the Construction Manager, in their Administration of the Construction Contract, nor site visits, test or approvals by persons other than the Trade Contractor, shall relieve the Trade Contractor from his obligation to perform the Work in accordance with the Contract Documents

F The Trade Contractor shall deliver test samples of any of the materials specified in any of the Sections of his Specifications to an independent testing laboratory selected and approved by the Owner and Construction Manager, if so required. This may apply to materials proposed for use, materials already delivered to the job, or materials already incorporated into the construction

G The Trade Contractor shall maintain a file of all test reports At the completion of the project, these reports will be submitted as an Appendix to the Operations and Maintenance Manual described above

H Any materials, which fail to meet the requirements of these Specifications, shall not be used

whether or not previously approved by the Architect If they have been delivered to the job, they shall be removed If they have already been incorporated into the construction, the Construction Manager or the Architect may order them removed, or, at the discretion of the Owner, through the Construction Manager they may be permitted to remain in place providing the Trade Contractor agrees to a proper deduction from the contract sum

I The services of a testing and inspection engineer selected by the Owner and Architect shall be provided and paid for by the Owner for the tests required in the paragraph 19 F unless specifically stated otherwise or due to deficient work

21 Interest

A Payments due and unpaid under the Contract Documents shall bear interest in accordance with applicable law

22 Time

A Definitions

1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for the Substantial Completion of the Work as defined in Subparagraph (22 A 3) including authorized adjustments thereto

2 The date of commencement of the Work shall be the date of the Notice to proceed

3 The date of Substantial Completion of the Work, for each Trade Contractor, or designated portion thereof is the date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion for the use for which it is intended and a Substantial Completion Certificate is issued

4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated

B Progress and Completion

1 With the Construction Manager's approval, the Trade Contractor shall suspend any work that may be subject to damage by climatic conditions Under such conditions, the Trade Contractor shall take measures to protect his work and to minimize the impact on progress of the work

C Delays and Extension of Time

1 If the Trade Contractor is delayed at anytime in the progress of the Work by any act or neglect of the Owner, Construction Manager, or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, and without his fault or negligence, or by any other cause which the Construction Manager determines may justify the delay, then the Contract Time shall be extended by Contract Amendment for such reasonable time as the Construction Manager may determine

2 Any claim for extension of time shall be made in writing to the Construction Manager not more than ten (10) days after the commencement of the delay, otherwise, it shall be waived Any claim for extension of time shall state the cause of the delay and the number of days extension requested If the cause of the delay is continuing, only one claim is necessary, but the Trade Contractor shall report the termination of the cause for the delay

within ten (10) days after such termination, otherwise, any claim for extension of time based upon that cause shall be waived

3 In the event of a delay attributable in part to the Trade Contractor and in part to causes or parties for which the Trade Contractor is not responsible, then provided the Trade Contractor has given proper and timely notice hereunder, the delay shall be equitably apportioned among the parties causing the delay and the Trade Contractor shall remain liable for the portion not so excused

4 If no agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable

5 No claim for an increase in the Contract Sum for either acceleration or delay will be allowed for extensions of time pursuant to this Paragraph 22 C or for other changes in the Construction Schedules

6 The permitting of the Trade Contractor or the surety on the performance bond to proceed to complete any work or any part of it after the date of completion or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights hereunder

7 Neither the Owner nor the Architect nor the Construction Manager shall have liability to the Trade Contractor or to any other Trade Contractor or Sub-trade contractor for delay, hindrance, or interference in the performance of the Work, however caused, except for delay or hindrance resulting from active interference of Owner or its representatives in such Trade Contractor's execution of the Work, and except for delay or hindrance resulting from defective plans and specifications not reasonably discoverable by the Trade Contractor prior to Contract award

8 The Trade Contractor shall be liable to the Owner for any other damages sustained as the result of the Trade Contractor's refusal or failure to perform the Work, provided, however, that such refusal or failure is not the result of a justifiable delay as defined in Subparagraph 22 C 1

23 Payments and Completion

A Progress Payments

1 Contractor shall make application to Owner by submittal of Pay Request to the Construction Manager for payment utilizing forms provided by Owner 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 on a regular date set by the Construction Manager

2 Upon approval of the request for payment by the Construction Manager and Architect the Owner 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

3 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

4 The Construction Manager may request As-Built Drawings, schedule updates, payrolls

for all labor, and other data supporting payment to subcontractors and/or materials suppliers before processing the requisition

5 Except in case of bona fide disputes, or where the Trade Contractor has some other justifiable reason for delay, the Trade Contractor shall pay for all transportation and utility services not later than the end of the calendar month following that in which services are rendered and for all materials, tools and other expendable equipment to the extent of ninety five percent (95%) of the cost thereof not later than the end of the calendar month following that in which such materials, tools and equipment are delivered at the site of the Project and in compliance with Texas Law The Trade Contractor shall pay to each of his Sub-trade contractors, not later than the end of the calendar month in which each payment is made to the Trade Contractor, the representative amount allowed the Trade Contractor on account of the work performed by his trade subcontractors, to the extent of each Sub-trade contractor's interest therein and in compliance with Texas Law The Trade Contractor shall, by an appropriate agreement with each Sub-trade contractor, also require each Sub-trade contractor to make payments to his suppliers and Sub-trade contractors in a similar manner

6 Materials, equipment and associated components that are in compliance with the approved submittals and will be incorporated into the structure, may be taken into consideration in computing progress payments, provided the material is delivered on the project site, or is delivered to the Trade Contractor and the material is properly stored in accordance with the following

a. Payment for materials, equipment and associated components stored on-site shall be 100% of a valid invoice less 5% retainage, indicating the unit quantity, description of the material or equipment and cost

b Payment for materials, equipment and associated components stored off-site shall be 100% percent of a valid invoice, less 5% retainage, indicating the unit quantity, description of the material or equipment and costs Before such payment is made, the Trade Contractor shall furnish the Construction Manager with a certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected, and that it will not be diverted for use or installation at a different project The Trade Contractor shall furnish the Construction Manager properly executed bills of sale and a certificate of insurance coverage for the material upon which payment is being made

7 All material and work covered by payments made shall thereupon become the sole property of the Owner but Trade Contractor shall remain responsible to protect same

B Payments withheld

1 The Construction Manager may decline to approve an Application for Payment if in his opinion the application is not adequately supported If the Trade Contractor and Construction Manager cannot agree on a revised amount, the Construction Manager shall process the Application for the amount he deems appropriate The Construction Manager may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent site visits, he may nullify in whole or in part any approval previously made to such extent as may be necessary in his opinion because of

a. defective work not remedied,

b third party claims filed or reasonable evidence indicating probable filing of such

claims,

c failure of the Trade Contractor to make payments properly to Sub-trade contractors or for labor, materials or equipment,

d reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,

e damage to the Owner, or another contractor working at the Project,

f reasonable evidence that the Work will not be completed within the Contract Time, or

g persistent failure to carry out the Work in accordance with the Contract Documents

h no payment shall be made to the Trade Contractor until certificates of insurance or other evidence of compliance by the Trade Contractor with all the requirements of Article 26 have been filed with the Owner and the Construction Manager Further, no payments on the basis of work performed by a Sub-trade contractor shall be paid until copies of all bonds required and any certificates of insurance required of the Sub-trade contractors under Article 26 have been filed with the Owner and Construction Manager

i the filing of a claim against the Project, which claim, is caused by the act or inaction of the Trade Contractor or his Sub-trade contractors,

j refusal to follow the Project Safety Program issued as a contract document or Trade Contractors Safety Program,

k failure to maintain record drawings as specified,

l failure to comply with HUB requirements,

m failure to comply with EEO Requirements,

n failure to properly submit a response to a RFP (Request for Proposal) within thirty (30) days of receipt thereof

2 When the above grounds in subparagraph 23 B 1 are removed, payment shall be made for amounts withheld because of them

C Failure of Payment

1 If the Trade Contractor is not paid and is approved for payment by the Construction Manager and has become due and payable, then the Trade Contractor may, upon seven additional days written notice to the Owner and Construction Manager, stop the Work until payment of the amount due has been received The Contract Sum shall be increased by the amount of the Trade Contractor's reasonable costs of shutdown, delay and startup, which shall be effected by appropriate Contract Amendment in accordance with Paragraph 27 C

D Substantial Completion

1 On or about the end of the project, the Trade Contractor shall perform the following in order to achieve Substantial Completion

a. When in the opinion of the Trade Contractor the work is substantially complete,

b The Trade Contractor shall notify the Construction Manager, in writing, that the work will be ready for review and test on a definite date

c Notice shall be given at least fifteen (15) days in advance of said date

d The Construction Manager shall forward the notice to the Architect and will attach his endorsement as to whether or not he concurs with the Trade Contractor's statement that the work will be ready for review or test on the date

given, but such endorsement shall not relieve the Trade Contractor of his responsibility in the matter

e If the Architect concurs that the Work will be ready for review or test on the date given, the Architect and the Construction Manager will make such review after Trade Contractor submits a thorough list of items to be completed or corrected (Punch List)

f The Trade Contractor is required to furnish access for the substantial Completion review

g Trade Contractor shall have all systems fully functional and operational for the review

h The Engineer and Construction Manager will inspect the project utilizing the Contractor's prepared Punch List, noting completed or incomplete items, and prepare a supplemental list of items that have been omitted or incomplete items that were not previously noted The Architect's Project Representative, at his discretion, may attend and assist in the preparation of the Contractor's punch list

i Contractor completes corrections, and Engineer and Construction Manager re-inspect (with Owner) to establish Date of Substantial Completion Note· Any items remaining on date of Substantial Completion are appended to Certificate (AIA G-704)

j Architect may issue a Certificate of Substantial Completion at this point

k. Certain warranties and insurances are dependent on the date of Substantial Completion from the above certification No other date of Substantial Completion will be recognized by the Owner or Trade Contractor

l After the Certificate of Substantial Completion has been executed by all parties, it is returned to the Construction Manager Items on the appended Punch List are to be completed or corrected within the time limits established in the Certificate of Substantial Completion

2 The project may be considered 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 and has been certified by the Architect.

3 Progress payment request may not be submitted for more than 95% of the overall contract value at Substantial Completion

E Final Completion and Payment

1 Trade Contractor shall be responsible for and make good without extra charge any defects due to faults in labor or material on all parts of the Contract for one year (and longer where noted) after Substantial Completion of the Work as defined in Article 22 A 3

2 Property not in the Contract but damaged due to defects, shall be repaired or replaced by the Contractor without extra charge

3 When notified by the Owner or Architect that a defect exists and there is a doubt that the defect might be normal maintenance or a result of lack of normal maintenance, the Owner will send a representative with the Contractor's representative to determine responsibility Owner will not pay for such service calls if the defect is judged to be normal maintenance or a result of a lack of normal maintenance

4 Neither the Final Certificate of Payment or payment of same, nor provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or

faulty materials or workmanship within the extent and period provided by law and upon written notice, he shall remedy any defects due thereto and pay all expenses for any damage to other Work resulting there from This guarantee of Work shall not relieve the Contractor of obligations of any Work not according to Plans and Specifications regardless of time of discovery

5 No final payment will be considered until all deficiencies listed with the Certificate of Substantial Completion have been remedied.

6 Trade Contractor submits written notice to the Construction Manager that work is ready for final review and acceptance, and shall specifically note each item on the Punch List as being complete or the status of any incomplete item

7 Notice shall be given at least fifteen (15) days in advance of said date

8 The Construction Manager shall forward the notice to the Architect and will attach his endorsement as to whether or not he concurs with the Trade Contractor's statement that the work will be ready for final review or test on the date given, but such endorsement shall not relieve the Trade Contractor of his responsibility in the matter

9 If the Architect concurs that the Work will be ready for final review or test on the date given, the Architect and the Construction Manager will make such review with the Trade Contractor and Owner

10 The Trade Contractor is required to furnish access for the final review

11 Neither application for final payment nor for the remaining retained percentage shall be made until the Trade Contractor submits to the Construction Manager the following

- a an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied,
- b consent of surety, if any, to final payment,
- c properly executed " General Release and B and Claim Waiver and General Guarantee" on forms provided by Construction Manager,
- d specified warranties and guarantees,
- e other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of bond claims arising out of the Contract, to the extent and in such form as may be designated by the Owner If any Sub-trade contractor refuses to furnish a release or waiver required by the Owner the Trade Contractor may furnish a bond satisfactory to the Owner to indemnify them against any such claim If any such claim remains unsatisfied after all payments are made, the Trade Contractor shall refund to the Owner or Construction Manager all moneys that the latter may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees

12 Contractor submits Final Application for Payment and a Certificate of Compliance, which indicates the following

- a. All Permit Numbers
- b Utility Release Dates
- c The building has been duly inspected and found to comply with all code requirements and ordinances
- d A Certificate of Occupancy has been issued
- e A-E (with Owner) make final inspection
- f Contractor submits additional final items
- g Consent of Surety to Final Payment (AIA G-707)
- h Contractor's Affidavit of Payment of Debts and Claims (AIA G-706)

i Contractor's Affidavit of Release of Liens (AIA G-706A with contractors, subcontractors and suppliers separate releases)
j General Contractor's Guarantee
k Subcontractors' Guarantees
l Maintenance and Instruction Manuals All manuals will contain an index listing the information submitted The index sections will be divided and identified by tabbing each section as listed in the index
m Record Drawings (reproducible sepias)
n Final List of Subcontractors (AIA G-805)
o Affidavits from Contractor Subcontractors and suppliers stating that no asbestos products have been installed in this project.
p Furnish written warranties to the Owner including specific items in each product warranty stipulated for individual sections
q Documents identified as "affidavit" must be notarized
r Trade Contractor has documented the turnover of spare stock of materials, spare parts accessories and special tools to the Owner through the Construction Manager,
s Final Cleaning
a The work area shall be thoroughly cleaned inside and outside Cleaning includes removal of smudges, marks, stains, fingerprints, soil, dirt, spots, dust, lint, and other foreign materials from finished and exposed surfaces
b Remove all temporary facilities

13 If the Work is found acceptable under the Contract Documents and the Contract fully performed, and the Construction Manager, upon receipt of a correct final Application for Payment, recommends to the Owner that such payment be made

14 The making of final payment shall constitute a waiver of all claims by the Owner or Construction Manager except those arising from
a. unsettled claims,
b faulty or defective Work appearing after Substantial Completion,
c failure of the Work to comply with the requirements of the Contract Documents, or
d terms of any special warranties required by the Contract Documents

15 The acceptance by the Trade Contractor of the final payment shall be, and operate as, a release to the Owner and to the Construction Manager of all claims and of all liability to the Trade Contractor for all things done or furnished in connection with this Trade Contract

16 Final Payment to Trade Contractor **does not include** payment of **retainage** Payment of **retainage will be made after project completion and in accordance** with Article 3 of the Agreement between Galveston County and Trade Contractor

24 Protection of Persons and Property

A Safety Precautions and Programs

1 The Trade Contractor expressly undertakes, both directly and through his Sub-trade contractors to take every precaution at all times for the protection of persons, including employees and property The Trade Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work

2 If the Trade Contractor fails to maintain the safety precautions required by law or directed by the Construction Manager, the Construction Manager may take such steps as necessary and charge the Trade Contractor therefore

3 The failure of the Construction Manager to take any such action shall not relieve the Trade Contractor of his obligations in Subparagraph 24 A 1

B Safety of Persons and Property

North County Annex
AHU 1 & 2 Replacement

1 The Trade Contractor shall submit his safety program to the Construction Manager prior to mobilizing to the job, and shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage, which might result from failure or improper construction, maintenance, or operation The Trade Contractor shall provide a safety report to the Construction Manager on a weekly basis

2 The Trade Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to

a all employees on the work and all other persons who may be affected thereby,

b all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Trade Contractor or any of his Sub-trade contractors,

c other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation o r replacement i n the course o f construction

3 Trade Contractor shall not permit any construction technique or activity, which decreases building security or safety Trade Contractors shall cooperate fully with the Construction Manager's and Owner's requirements regarding security and safety of the building.

4 The Trade Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss

5 The Trade Contractor shall provide, erect, maintain, dismantle and remove, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Owners and users of adjacent utilities to the work He shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall adequately protect adjacent property as provided by law and the Contract Documents He shall provide and maintain all passageways, guard fences, light and other facilities for protection required by public authority, local conditions, or any of the Contract Documents At no time remove, alter or render ineffective any barricades, railings or cover on the project without written permission of the Construction Manager Where these safety devices are to be turned over to others, upon completion of the work, the devices shall be repaired or replaced so that they meet the required standards prior to turnover

6 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Trade Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel Fuel for cutting and burning torches shall be stored in locations and protected as directed by the Construction Manager No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building except with the express approval of the Construction Manager Bulk storage of volatile liquids shall be outside the building at locations directed by the Construction Manager and only so much volatile liquid shall be allowed within the building at any given time

7 The Trade Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 26 B) to any property referred to in Clauses 24 B 2 b and 24 B 2 c caused in whole or in part by the Trade Contractor, his Sub-trade contractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any

of them may be liable and for which the Trade Contractor is responsible under Clauses 24 B 2 b and 24 B 2 c except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Trade Contractor are in addition to his obligations under Article 5 in the Agreement between Galveston County and Trade Contractor

8 The Trade Contractor shall take all precautions required to prevent fires as a result of his operations. Where flame cutting torches, blow torches, or welding tools are required to be used within an existing building, their use shall be as approved by the Construction Manager at the site When welding tools or torches of any type are in use, the Trade Contractor shall have available, in the immediate vicinity of the work, a fire extinguisher of the CO2 type The fire extinguisher shall be provided and maintained by the Trade Contractor

9 The Trade Contractor shall advise the Construction Manager, in writing, of all unusual flammable or toxic materials which the Trade Contractor plans to store and use on site

10 Shielding or similar precautions will be taken adjacent to welding operations

11 The Trade Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents This person shall be the Trade Contractor's superintendent unless otherwise designated by the Trade Contractor in writing to the Construction Manager, and shall attend all project safety meetings scheduled by the Construction Manager

12 Every employee will be dressed for the work he performs Minimum dress will consist of long pants, tee shirt, hardhat, safety glasses and work shoes Shorts, cut-offs, "tank-top" shirts or soft-toed shoes will not be permitted

13 Each Trade Contractor shall, in a readily visible manner, identify all of his tools, equipment and similar materials, either by paint color or label The Trade Contractor shall provide his employees with a hard hat bearing his first initial, last name, and his Company name This information shall be clearly visible at all times

14 The Trade Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety

15 Weather protection shall be supplied by the Trade Contractor and shall include any enclosure, supplemental heating, and furnishing and *any* other features (insulation, etc) for meeting conditions required by the Construction Manager or by the Project Manual relative to the Trade Contractor's work

25 Emergencies

A In an emergency affecting the safety or life of individuals, or of the Work, or of adjoining property, the Trade Contractor, without special instruction or authorization from the Owner or Construction Manager or Architect, shall act, at his discretion, to prevent such threatened loss or injury Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner or Construction Manager or Architect he shall so act, without appeal Any additional compensation or extension of time claimed by the Trade Contractor on account of any emergency work shall be determined as provided by Article 26 - Changes in Work

26. Insurance

A Trade Contractor shall purchase from and maintain in a company lawfully authorized to do business in the State of Texas and which carry a Best's rating of A-VII or higher such insurance as will protect the Trade Contractor from claims set forth below which may arise out of or result from the Trade

Contractor's operations under this Agreement and for which the Trade Contractor may be legally liable

1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed
2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Trade Contractor's employees or ,
3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Trade Contractor's employees,
4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Trade Contractor, or (2) by any other person,
5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom,
6 claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle,
7 claims involving contractual liability insurance applicable to the Trade Contractor's obligations under

B Trade Contractors Liability Insurance

1 Trade Contractor shall 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 Proposer and providing that the amount by reason of services limits of not less than the following sums

a Workmen's Compensation
1) State Statutory limits

b Comprehensive General Liability (including Premises – Operations, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage
1) Bodily Injury
i $100,000 00 each person, each occurrence
ii $300,000 00 Aggregate, each occurrence

c Property Damage including loss of use
1) $100,000 00 Each occurrence

d Products and Completed Operations to be maintained for one (1) year after Final Payment

e Property Damage Liability Insurance will provide X, C or U coverage as applicable

C Contractual Liability

1 Bodily Injury
a $100,000 00 Each Person
b $300,000 00 Each occurrence

2 Property Damage
a. $100,000 00 Each occurrence

D Personal injury, with Employment Exclusion deleted

North County Annex
AHU 1 & 2 Replacement

a. $100,000 00 Each occurrence

E Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles)

1 Bodily Injury

a $100,000 00 Each Person

b $300,000 00 Each occurrence

2 Property Damage

a $100,000 00 Each occurrence

F Umbrella Liability Coverage

1 $1,000,000 00 to provide excess liability coverages required above

G Galveston County, Construction Manager, and Architect shall be named as "additional insured" on such policies as are specified above and shall be notified of any changes to the policy during the contractual period

H The above requirements do not establish limits of Contractor s liability

I Such insurance is to be provided at the sole cost of Trade Contractor

J All policies of insurance shall waive all rights of subrogation against Galveston County, its officers, employees and agents.

K Galveston County reserves the right to require additional insurance should it be deemed necessary

L This insurance required by Subparagraph 26 B-G shall be written for not less than limits of liability listed or required by law, whichever is greater

M The insurance required by Subparagraph 26 B-G shall include premises operations (including explosion, collapse and underground coverage), elevators, independent contractors, products and/or completed operations, and contractual liability insurance (on a "blanket basis" designating all written contracts), all including broad form property damage coverage Liability insurance may be arranged under Commercial General Liability policies for the full limits required or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability Policy

N The insurance required by Subparagraph 26 B-G shall include contractual liability insurance applicable to the Trade Contractor's obligations under Article 5 in the Agreement between Galveston County and Trade Contractor

O Property Insurance

1 Unless otherwise provided, the Owner will purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof This insurance shall include the interests of the Owner, the Construction Manager, the Trade Contractors and Sub-trade contractor in the Work and shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage This coverage carries a deductible per occurrence, which will be paid by Galveston County This insurance coverage does not cover the Trade Contractor's or Sub-trade contractor's tools and equipment.

2 The Owner will effect and maintain such boiler and machinery insurance as may be necessary and/or required by law This insurance shall include the interest of the Owner, the Construction Manager, the Trade Contractors, and Sub-trade contractors in the Work

3 Any loss insured under Paragraph 26 B-G is to be adjusted with the Owner and made payable to the Owner as trustees for the insured's, as their interests may appear

4 The Owner, the Construction Manager, the Architect, the Trade Contractors, and the Sub-trade contractors waive all rights against each other and any other contractor or subcontractor engaged in the Project for damages caused by fire or other perils to the

extent covered by insurance provided under Paragraph 26 B, or any other property or consequential loss insurance applicable to the project, equipment used in the Project, or adjacent structures, except such rights as they may have to the proceeds of such insurance If any policy of insurance requires an endorsement to maintain coverage with such waivers, the owner of such policy will cause the policy to be so endorsed The Owner will require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Trade Contractors and Sub-trade contractors by any separate contractor and his subcontractors

5 The Owner shall deposit in a separate account any money received as trustees, and shall distribute it in accordance with such agreement as the parties in interest may reach

6 The Owner as trustees shall have power to adjust and settle any loss with the insurers

7 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsements to the policy or policies This insurance shall not be cancelled or lapsed on account of such partial occupancy

27. Changes in the Work

A Change Authorization/Contract Amendments

1 Changes in the Work may be accomplished after execution of the contract, and without invalidating the Contract, by Change Order, or order for a minor change in the work, subject to the limitations stated in this Article and elsewhere in the contract Documents A Change Authorization is a written order to the Trade Contractor signed by Owner, in the form of an Agreement Amendment issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum and/or the Contract Time The Contract Sum and the Contract Time may be changed only by Written Amendment An Amendment signed by the Trade Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time Trade Contractor agrees that the dollar amount and time extensions, as applicable, in each Change Order constitutes full compensation to the Trade Contractor for all costs, expenses and damages to the Trade Contractor, whether direct, consequential or otherwise, in anyway incidental to or arising out of, or resulting, directly or indirectly from the work performed or modified by the Trade Contractor Amendments not formally rejected within ten (10) days after receipt shall be deemed accepted

2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change In The Work that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Trade Contractor, the applicable unit prices shall be equitably adjusted

B Concealed Conditions

1 Should concealed conditions be encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in

work of the character provided for in this Contract, be encountered, the Trade Contractor must report the conditions to the Construction Manager before the conditions are disturbed The Construction Manager shall thereupon notify the Architect

a Upon such notices, or upon his own observation of such conditions, the Architect shall promptly make such changes in the Drawings and Project Manual as he finds necessary to conform to the different conditions Any change in the cost of the work or the time needed for completion resulting from concealed conditions shall be determined in accordance with Article 8 in the Agreement between Galveston County and Trade Contractor provided a notice there of is made within ten (10) days after the first observance of the conditions

C Claims for Additional Cost

1 A change in the work may be initiated in one of two ways

a. A "Request for Proposal" Form (RFP) from the Construction Manager to the Trade Contractor describing the revision to the work desired Usually, it is accompanied by revised drawings, sketches or other data.

b Formal notification from the Trade Contractor documenting a "concealed condition" requesting investigation by Construction Manager and Architect which causes changes in the Drawings and Project Manual (and a subsequent Request for Proposal on the revised documents)

2 If the Trade Contractor claims that any instructions given to him by the Construction Manager, by drawings or otherwise, involve extra work not covered by the Agreement between Galveston County and Trade Contractor, he shall give the Construction Manager written notice of the additional cost within ten (10) days after the receipt of such instructions and before proceeding to execute the work, except in emergencies endangering life or property, in which case the Trade Contractor shall proceed in accordance with Article 26 Should it not be clear to the Trade Contractor that a change will involve extra work, written notice given within five (5) days that the change may involve extra work will be considered sufficient notice If it is later determined that the work involved in such instruction shall be recognized as an extra, the amounts of additional compensation to be paid therefore, should be determined in accordance with Article 8 in the Agreement between Galveston County and Trade Contractor Failure to respond as noted shall waive the Trade Contractor's claim for additional compensation

3 Timely submittal (Return) of Requests for Proposal is mandatory RFP's shall be answered and returned within ten (10) days of receipt. Failing to return RFP's within thirty (30) days may constitute basis for withholding progress payments

4 The Construction Manager will inform the Trade Contractors, and the Trade Contractor will inform the Construction Manager when either party recognizes a proposed change (RFP) may affect the progress of the work as scheduled

5 Any claim for damages of any character, delays for which the Owner is liable under the Contract Documents, extra work or extra compensation of any other nature, shall be waived unless notice thereof is given to the Construction Manager, in writing, within 10 days after the occurrence of the event which is relied upon to justify the claim or within such time as the event should have reasonably been discovered by the Trade Contractor, and in any event, before extra cost is incurred

D Minor Changes in the Work

1 The Architect will have authority to order through the Construction Manager minor

changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents Such changes shall be effected by written order and such changes shall be binding on the Owner, the Construction Manager, and the Trade Contractor The Trade Contractor shall carry out such written orders promptly

28 Uncovering and Corrections of Work

A Uncovering of Work

1 If any portion of the Work should be covered contrary to the request of the Construction Manager or Architect, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Construction Manager, be uncovered for their observation and replaced, at the Trade Contractor's expense

2 If any other portion of the Work has been covered which neither the Construction Manager nor the Architect has specifically requested to observe prior to being covered, the Architect or Construction Manager may request to see such Work and it shall be uncovered by the Trade Contractor If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner or Construction Manager, as the case may be If such Work were found not in accordance with the Contract Documents, the Trade Contractor shall pay such costs unless it is found that this condition was caused by a separate trade contractor employed as provided in Article15, and in that event, the separate trade contractor shall be responsible for the payment of such costs

B Correction of Work

1 The Trade Contractor shall promptly correct all Work rejected by the Architect or the Construction Manager as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed complete The Trade Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's and/or Construction Manager's additional services made necessary thereby

2 If within one year after the Date of Substantial Completion of Work or designated portion thereof, or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, the Trade Contractor is notified of defective work he shall correct it promptly This obligation shall survive the termination of the Contract The Owner or Construction Manager shall give such notice promptly after discovery of the condition

3 The Trade Contractor shall remove from the site all portions of the Work which are defective or nonconforming and which have not been corrected under Subparagraphs 8 1, 28 B 1 and 27 8 2, unless removal has been waived by the Owner

4 If the Trade Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 8 1, 28 B 1 and 28 B 2, the Owner or Construction Manager may correct it in accordance with Article 9 in the Agreement between Galveston County and Trade Contractor

5 If the Trade Contractor does not proceed with the correction of such defective or nonconforming work within a reasonable time fixed by written notice from the Construction Manager, the Owner or Construction Manager may remove it and may store

the materials or equipment at the expense of the Trade Contractor If the Trade Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner or Construction Manager may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Trade Contractor, including compensation for the Construction Manager's additional services made necessary thereby If such proceeds of sale do not cover all costs, which the Trade Contractor should have borne, the difference shall be charged to the Trade Contractor and an appropriate Contract Amendment shall be issued If the payments then or thereafter due the Trade Contractor are not sufficient to cover such amount, the Trade Contractor shall pay the difference to the Owner or Construction Manager

6 The Trade Contractor shall bear the cost of making good all work of the Construction Manager or other contractors destroyed or damaged by such removal or correction

7 Nothing contained in this Paragraph 28 B shall be construed to establish a period of limitation with respect to any other obligation, which the Trade Contractor might have under the Contract Documents The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Trade Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings maybe commenced to establish the Trade Contractor's liability with respect to his obligations other than specifically to correct the Work

29 Termination of the Contract

A Termination by the Trade Contractor

1 If the Work is stopped, under an order of any court or other public authority having jurisdiction, for a period of three (3) months, through no fault of the Trade Contractor or a Sub-trade contractor or their agents or employees or any other persons performing any of the Work under a contract with the Trade Contractor, or if Galveston County should fail to pay the Trade Contractor in accordance with Article 3 of the Trade contract, the Trade Contractor may, upon thirty (30) additional days written notice terminate the contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery

B Termination by the Owner

1 If the Trade Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Sub-trade contractors or suppliers, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner without prejudice to any right or remedy and after giving the Trade Contractor and his surety, if any, ten days written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, construction equipment and

machinery thereon owned by the Trade Contractor and may finish the work by whatever method he may deem expedient In such case, the Trade Contractor shall not be entitled to receive any further payment until the Work is finished

2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect or Construction Manager's additional services made necessary thereby, such excess shall be paid to the Trade Contractor If such costs exceed the unpaid balance, the Trade Contractor shall pay the difference to the Owner

C Termination for Convenience

1 The Owner reserves the right, for its convenience, to terminate the Work of the Trade Contractor(s), in whole or in part, at any time by providing written or telegraphic notice to the Trade Contractor stating the extent and effective date of such termination, whereupon such Trade Contractor(s) shall (i) stop all work and place no further orders or subcontracts for materials, services, equipment or supplies, except as may be necessary to complete portions of the Work not terminated, (iii) terminate work orders, purchase orders and subcontracts outstanding to the extent that they relate to the terminated portion of the Work, (iv) take any action necessary to protect property in Trade Contractor's possession in which the Owner has or may acquire an interest, (v) complete performance of the un-terminated portion of the Work, and (vi) take any other action toward termination of the Work which the Construction Manager may direct.

2 In the event that all or a portion of the Work of the Trade Contractor(s) is terminated pursuant to Subparagraph 29 C 1 Trade Contractor(s) shall be entitled to payment of those costs relating to the terminated portion of the Work as hereinafter defined The Owner shall thereafter pay to the Trade Contractor(s), subject to the limitations herein set forth, the sum of the following costs which represent the respective interest of the Trade Contractor(s) to the terminated portion of the Work

a Portion of the Contract Sum related to the work completed by the Trade Contractor immediately prior to Notice of Termination

b Expenses incurred or for which the Trade Contractor is liable as the result of termination by Trade Contractor of respective work orders, purchase orders or subcontracts related to the Notice of Termination including overhead and profit or completed work

c No payment shall be made for work not actually performed Deductions will be made by Owner for amounts previously paid to Trade Contractor and for any amounts which may be due Owner, or which Owner may offset or withhold by the terms hereof The total amount of all payments to Trade Contractor shall not exceed in any event, the proportion of the total Contract Sum that the Work actually performed (including materials delivered to the project site minus credits for returned goods or cancelled orders) at the date of termination bears to the entire Work to be performed hereunder

d After receipt of a Notice of Termination Trade Contractor shall submit to Construction Manager its written termination claim in the form and with the certification which the Owner or Construction Manager may require Such claims shall be submitted promptly, but in no event more than ninety (90) days after the effective date of termination

30 **Temporary Services and Systems** - refer to Division 01500 Temporary Facilities and Control in the Project

Manual

31 **Order of Precedence**

A In the event of any conflict or discrepancy in the provisions of the contract documents, the documents shall be interpreted on the basis of the following order or priority

1 Agreement between Galveston County and Trade Contractor
2 Addenda, with later date having greater priority
3 Proposal Form
4 General Conditions
5 Project Manual
6 Drawings, large scale details and/or schedules
7 Drawings, small scale

32. **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

C **The record shall be submitted weekly on Labor Department forms to the Galveston County Wage Compliance Officer**

Contractor represents it has read this law and the penalties provided prior to entering into this agreement

D Wage Rates in force for Galveston County are included in Section 01012 Wage Scale

33. **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

34. 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

35 Open Records

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.

36. 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

END OF SECTION 00106

North County Annex
AHU 1 & 2 Replacement

SECTION 00300 – SAMPLE FORM TABLE OF CONTENTS

TABLE OF CONTENTS

Section #	Section Name	pages
Sample Forms		
00031	Sample Performance Bond Form	2
00032	Sample Payment Bond Form	2
00033	Sample Waiver, Release and Indemnity Agreement	2

END OF SECTION 00300

North County Annex
AHU 1 & 2 Replacement

SECTION 00301 - PERFORMANCE BOND

SAMPLE PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS

STATE OF TEXAS

COUNTY OF GALVESTON

THAT WE, _____, a Corporation of the State of Texas, with home office and principal place of business in _____, Texas, hereinafter called "Principal" and _____ a Corporation of the State of _____, hereinafter called "Surety" are held and firmly bond unto Galveston County, hereinafter called "Owner", in the amount of _____ _____ ($_____) Dollars for payment whereof the said principal and surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

The condition of this obligation is such that whereas the Principal has entered into a certain contract with Galveston County, the Owner, dated the _____ day of _____, 19 _____, for the complete construction on the property of the Owner, located in Galveston County, Texas, of the Work described as

Galveston County North County Annex – Air Handler Replacement – Proposal #B111044
Galveston County, Texas

which said Contract and Documents referred to therein is herein now referred to and made a part hereof as fully and completely as if copies in detail herein

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, including, but not limited to, the faithful performance of the Work required in accordance with the plans and specifications, during the original term thereof and extension thereof which may be granted by the Owner with or without notice to the Surety, and if said Principal shall satisfy all claims and demands incurred under such Contract and shall fully indemnify and save harmless the Owner from all costs, damages and reasonable expenses which it may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expenses, including attorney's fees, which the Owner may incur in making good any default, and shall reimburse and repay the Owner for all costs, including attorney's fees, which the Owner may incur in the prosecution or defense of any suit or proceeding arising out of the breach or default of the Principal, then this obligation shall be void, otherwise, to remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder or of the specifications accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications thereunder

It is expressly provided that if any legal action shall be filed upon this bond, venue shall lie in Galveston County, Texas

Simultaneously with the execution of this Performance Bond, the parties hereto have executed a Payment Bond, reference to which is made for all purposes Nothing in this Performance Bond shall in any way invalidate or nullify the obligations of the parties as set forth in said Payment Bond

North County Annex
AHU 1 & 2 Replacement

Provided, however, that this bond is executed pursuant to the provisions of Article 5160 of the revised Civil Statutes of Texas, as amended by Acts of the 61st Legislature, 1969, and liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copies at length herein

Provided, however, that nothing in the bond shall be construed to limit the rights of the beneficiaries of this Bond which they might have under general, special or the common law of the State of Texas not inconsistent with the terms hereof and not inconsistent with the provisions of Article 5160, as amended

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 20 _____

_____
(Authorized Signature of Principal)

_____
(Title)

APPROVED AS TO FORM **ATTEST**

_____ _____
Owner *Galveston County*(Secretary of Principal's Corporation)

_____ _____
Attorney Representing Owner (Authorized Signature of Surety)

_____
(Title)

END OF SECTION 00301

North County Annex
AHU 1 & 2 Replacement

SECTION 00302 – PAYMENT BOND

SAMPLE PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS

STATE OF TEXAS

COUNTY OF GALVESTON

THAT WE, _____, a Corporation of the State of Texas, with home office and principal place of business in _____, Texas, hereinafter called "Principal" and _____ a Corporation of the State of _____, hereinafter called "Surety" are held and firmly bond unto Galveston County, hereinafter called "Owner", for the use and benefit of all persons, firms and corporations who may furnish material or perform labor upon the buildings or improvements hereinafter referred to, in the penal sum of _____ ($_____) Dollars, (the Contract Price), in lawful money of the United States of America, to be paid in Galveston, Texas for payment of which sum well and truly to be made we bind ourselves and our successors, jointly and severally, by these presents

Galveston County North County Annex – Air Handler Replacement – Proposal #B111044
Galveston County, Texas

which said Contract and Documents referred to therein is herein now referred to and made a part hereof as fully and completely as if copies in detail herein

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons, firms and corporations furnishing materials for, or performing labor in the prosecution of the Work provided for in such Contract, and any extension or modification thereof, 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 Article 5160 of the revised Civil Statutes of Texas, as amended by Acts of the 61st Legislature, 1969, and liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copies at length herein

Provided, however, that nothing in the bond shall be construed to limit the rights of the beneficiaries of this Bond which they might have under general, special or the common law of the State of Texas not inconsistent with the terms hereof and not inconsistent with the provisions of Article 5160, as amended

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or of the specifications accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications thereunder

No final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied, and it is expressly provided that if any legal action shall be filed upon this bond, venue shall lie in Harris County, Texas

Simultaneously with the execution of this Payment Bond, the parties hereto have executed a Performance Bond, reference to which is made for all purposes. Nothing in this Payment Bond shall in any way invalidate or nullify the obligations of the parties as set forth in said Performance Bond

North County Annex
AHU 1 & 2 Replacement

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 20 _____

_____
(Authorized Signature of Principal)

_____
(Title)

APPROVED AS TO FORM

_____
Owner *Galveston County*

_____
Attorney Representing Owner

_____
(Title)

ATTEST

_____
(Secretary of Principal's Corporation)

_____
(Authorized Signature of Surety)

END OF SECTION 00302

SECTION 00303 – CAD RELEASE DOCUMENTS

Sample Form
ELECTRONIC FILES
WAIVER, RELEASE AND INDEMNITY AGREEMENT

This form may be used when and if the Trade Contractor and Ibis Engineering agree to allow the Trade Contractor to use electronic files belonging to the Ibis Engineering as part of the Trade Contractor's work product Ibis Engineering is under no obligation to Galveston County to provide this service to the Trade Contractor

Whereas Ibis Engineering has utilized certain electronic CADD files in preparation of drawings for the Project on behalf of Galveston County, and

Whereas, _____, a Subcontractor/Contractor for _____ or

_ _____, a sub-tier contractor to _____ hereafter "Subcontractors" desires to obtain copies on magnetic disk of certain of Ibis Engineering's computer aided drafting (CADD) files consisting of construction drawings for the Project, hereinafter, "Electronic Media," and

Whereas, Ibis Engineering is willing to provide copies for the convenience of Subcontractors only under certain express conditions of understanding, acknowledgment and covenant as hereinafter provided without qualification

Now therefore, Ibis Engineering and Subcontractor agree as follows

1 ACKNOWLEDGEMENT AND LIMITATIONS It is acknowledged that (1) Ibis Engineering's instruments of professional serves are the hard copy drawings and specifications issued by Ibis Engineering hereinafter "Instrument", (2) the Electronic Media are not substitutions for said Instruments, (3) differences may exist between said Instruments and the Electronic Media which Ibis Engineering is under no obligation to discover or disclose if known, (4) the Electronic Media may be incompatible with the Subcontractor's software and hardware configurations In all ways, including those enumerated, Subcontractors accept the Electronic Media "as is" and Ibis Engineering is under no obligation to correct, update for changes, enhance or maintain the Electronic Media for Subcontractors Ibis Engineering does not represent or warrant that the Electronic Media are complete, free from defects, or accurate now or in the future It is acknowledged, finally, that no client relationship is created by or through this instrument between Ibis Engineering and Subcontractors

2 WAIVER AND RELEASE Subcontractors agree all risk of incomplete, inaccurate, defective and variant information contained in the Electronic Media, and waives, quits, and forever discharges and releases the Owner, Ibis Engineering and there officers, directors, employees and successors for every claim arising out of or related to any error, discrepancy, inaccuracy, variation or other defect in the Electronic Media, whether or not resulting in whole or in part from an act, error or omission of Ibis Engineering and whether or not such claim is known or unknown as of the date of this waiver and release

3 REUSE The Electronic Media is not reusable for any other project or for additions or extensions of the project identified in the Electronic Media. Ibis Engineering does not authorize release of the Electronic Media to any person or party other than the Subcontractors, and the Subcontractors agree and covenant not to release the Electronic Media to any other party

4 INDEMNIFICATION Use of the Electronic Media shall be at the sole risk of the Subcontractors and without liability or legal expense to the Owner or Ibis Engineering, further, Subcontractors shall, to the fullest extent permitted by law, defend, indemnify and hold the Owner, Ibis Engineering and its officers, directors, employees and

successors harmless from all claims, damages, including bodily injury or death, losses and expenses, including attorney fees, arising out of or resulting in whole or in part from the use of the Electronic Media

5 DISPUTES Due to the risk of damage, anomalies in transcription or copying and modification during use by Subcontractors where intended or otherwise, it is agreed Ibis Engineering's archived copy of the Electronic Media, if Ibis Engineering chooses to maintain same shall be conclusive, unrebuttable proof in all disputes over the content of the Electronic Media furnished to Subcontractors by this Agreement

Wherefore, the parties have signed this Release, Waiver and Indemnify Agreement on the

_____ Day of _____, 2003

DESIGN PROFESSIONAL IBIS ENGINEERING

By _____

Title _____

Date _____

CONTRACTOR

_____

By _____

Title _____

Date _____

SUBCONTRACTOR

_____

By _____

Title _____

Date _____

END OF SECTION 00303

North County Annex
AHU 1 & 2 Replacement

SECTION 01010 – SUMMARY OF WORK

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1 2 WORK COVERED BY CONTRACT DOCUMENTS

A The Project consists of replacement of two existing air handler units for the North County Annex
  a Project Location Galveston County North Annex, 174 Calder Rd , League City, Texas
  b Owner County of Galveston
B Contract Documents were prepared for the Project by Ibis Engineering, PO Box 55171, Galveston, Texas 77555-5171
C The Work will be constructed under a single prime contract

1 3 WORK HOURS

A Normal working hours shall be from 7 AM until 6 PM, Monday through Friday
B With advance notice given to Owner, Contractor will be allowed to work hours outside of normal operating hours Provide minimum 5 days advance notice of intent to work outside of normal hours
C Provide Owner maximum advance notice before commencement of onsite work

1 4 CONTRACTOR USE OF PREMISES

A Use of the Site Limit use of the premises to work in areas indicated Confine operations to areas within contract limits indicated Do not disturb portions of the site beyond the areas in which the Work is indicated
  a Owner Occupancy Building will be fully occupied during entire course of construction
  b ONLY ONE AHU MAY BE TAKEN OUT OF SERVICE AT A TIME, THE OTHER UNIT MUST REMAIN OPERATIONAL DURING OCCUPIED HOURS
  c Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage Contractor must communicate with Owner on a daily basis to inform him of all current and future planned work scheduling.
  d Driveways and Entrances Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times Do not use these areas for parking or storage of materials Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site
B Use of the Existing Building Maintain the existing building in a weather-tight condition throughout the construction period Repair damage caused by construction operations Take all precautions necessary to protect the building and its occupants during the construction

period

C Contractor may use building restroom facilities approved by Owner

D Smoking will not be permitted on site

E Keep existing driveways and entrances serving the premises clear and available to Owner's employees at all times Do not use these areas for parking or storage of materials

F Do not unreasonably encumber the site with materials or equipment Confine stockpiling of materials and location of storage to storage areas designated by Owner

G Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place

H Maintain the existing building in a safe and weathertight condition throughout the construction period Repair damage caused by construction operations Take all precautions necessary to protect the building and its occupants during the construction period

I Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or construction debris

J Waste Material and Debris All waste material and debris from this project shall become the property of the contractor and shall be removed from the site The exterior of the site shall be kept clean and free of material and debris from this project at all times All waste material and debris generated by any work under this contract shall be handled, transported, stored, and disposed by the contractor and by his subcontractors in accordance with all applicable Federal, State, and local laws, ordinances, regulations, court orders, or other types of rules or rulings having the effect of law including, but not limited to, Executive Order 11752, 17 December 1978, the Federal Water pollution Control Act, as amended, 33 USC, Sec 1251 et seq, the Clean Air Act, as amended, 42 USC, Sec 7401 et seq, the Solid Waste Disposal Act, as amended, 41 USC sec 136 et seq, the Endangered Species Act of 1973, as amended, 16 USC, Sec 153 et seq, and the Environmental Protection Agency guidelines on thermal processing and land disposal of solid waste (40 CFR 240 and 241)

1 5 ASBESTOS

A Immediately halt work and inform Owner should any material be encountered which a) must be disturbed during course of work and b) which Contractor believes to be asbestos

1 6 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

A Remove and dispose of designated dual deck air handler along hot and chilled water piping and valves in North County Annex, for AHU 1 and AHU 2

B Provide new dual deck air handling unit

C Provide new hot and chilled water piping and accessories to tie into existing piping

D Provide new 3-way bypass control valves and new electronic valve controllers which will replace the existing pneumatic controls Insulate new piping

E Provide new ductwork and accessories to tie into existing ductwork Insulate new ductwork

F Provide interface between new air handling unit's control system LAN, new electronic valve controllers, and existing control system to allow automated control and monitoring

PART 2 -PRODUCTS (Not Applicable)

North County Annex
AHU 1 & 2 Replacement

PART 3 -EXECUTION (Not Applicable)

END OF SECTION 01010

North County Annex
AHU 1 & 2 Replacement

SECTION 01012 – WAGE SCALE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

1 1 **APPLICABILITY**

A The Contract is a Public Work and is governed by V T C A , Government Code, Chapter 2258 Proposers are advised that in accordance with the Act's terms, a Contractor is required to pay workers not less than the general prevailing rate of per diem wages for work of 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 A copy of the prevailing wages to be paid in the performance of the work called for herein is attached hereto and by reference, made a part hereof The County s determination of the General Prevailing Rate of per diem wages is final

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

B Pursuant to V T C A , Government Code 2258 022, a violation of the obligation to pay workers the prevailing wages shall result in the 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

C Trade Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by the 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

D Contractors and Subcontractors shall submit Certified Payroll Reports on U S Department of Labor forms (WH-327 or latest edition) The reports must be submitted weekly to the Galveston County Wage Compliance Officer by the Trade Contractor and Subcontractors Trade Contractor's request for Payments will not be processed or checks issued until all reports are current

E Davis-Bacon Wage Determinations - Texas - Galveston County

GENERAL DECISION TX20100010 03/12/2010 TX10

Date March 12, 2010

North County Annex
AHU 1 & 2 Replacement

General Decision Number TX20100010 03/12/2010

Superseded General Decision Number TX20080010

State Texas

Construction Type Building

Counties Chambers, Galveston, Liberty and Waller Counties in Texas

BUILDING CONSTRUCTION PROJECTS (does not include single family homes & apartments up to & including 4 stories)

Modification Number	Publication Date
0	03/12/2010

ASBE0022-002 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	$ 20 63	8 30
* BOIL0074-002 08/08/2009 BOILERMAKER	$ 24 70	16 88
CARP0551-004 04/01/2008 Carpenter (including Acoustical Ceiling Work) (CHAMBERS, GALVESTON & WALLER COUNTIES)	$ 21 00	6 43
CARP0551-005 04/01/2008 Carpenter, Acoustical Work Only (LIBERTY COUNTY)	$ 21 00	6 43
ELEC0479-004 09/01/2008 Electricians (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) CHAMBERS (that part east of the Trinity River) AND LIBERTY (that part east of the Trinity River) COUNTIES	$ 25 67	11 32

ELEC0527-001 08/31/2009

North County Annex
AHU 1 & 2 Replacement

ELECTRICIAN (Including
Pulling Wire, and Low Voltage
Wire and Installation of Fire
Alarms, Security Systems,
Telephones, and Computers)
GALVESTON COUNTY $ 25 50 8 73

---

* ELEC0716-003 09/01/2008

	Rates	Fringes
Electrician (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers)		
*LIBERITY AND WALLER COUNTIES		
(* That portion north and west of a line beginning at the Chambers-Harris county line and Interstate Route 10, west on Route 10 to the San Jacinto River, south on the San Jacinto River to State Highway 134 southwest and south on State Highway 134 to State Highway 225, east on state Highway 225 to Underwood Road, south on Urderwood Road to Spencer Highway to Willow Springs Bayou' south on Willow Springs and Middle Bayou to Clear Lake and the Harris-Galveston county line)	$ 24 85	7 61
*LIBERITYand WALLER Counties*That portion north and west of a line beginning at the Chambers-Harris county line and Interstate Route 10, west on Route 10 to the San Jacinto River to State Highway 134, Southwest and south on State Highway 134 to State Highway 225, east on State Hi9ghway 255 to Underwood Road, south on Underwood Road to Spencer Highway to south on Willow Springs and Middle Bayou to Clear Lake and the Harris-Galveston county line	$ 24 00	7 59

ELEV0031-001 01/01/2010
ELEVATOR MECHANIC $ 34 955 20 235
FOOTNOTES a - Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit Paid Holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day

---

IRON0135-001 09/01/2008
IRONWORKER, STRUCTURAL
(GALVESTON COUNTY) $ 26 65 5 50

PLAS0079-002 07/01/2004
PLASTERER
CHAMBERS, LIBERTY & WALLER
COUNTIES $ 19 42 1 00

PLAS0681-002 04/01/2005

North County Annex
AHU 1 & 2 Replacement

PLASTERER		
Galveston County	$ 20 15	3 20
PLUM0068-005 10/01/2009		
Plumbers (Excluding HVAC Pipe)	$ 28 54	8 78
Pipefitters (Excluding HVAC Pipe) Galveston and Waller Counties	$ 28 07	9 31

	Rates	Fringes
PLUM0211-006 11/09/2009		
Pipefitter including HVAC pipe Chambers & Liberty Counties	$ 28 07	9 31
SFTX0669-001 01/01/2010		
SPRINKLER FITTER (Fire Sprinklers)	$ 25 90	15 35
SHEE0054-010 07/01/2009		
Sheet Metal (including HVAC Duct, System Installation)	$ 25 74	10 17
SUTX2005-011 04/28/2005		
Asbestos Abatement Worker (Ceilings, Floors, & Walls)	$ 14 00	0 00
BRICKLAYER	$ 18 00	0 00
Carpenter (excluding Acoustical Ceiling Work)		
LIBERTY COUNTY	$ 13 52	3 18
CEMENT MASON/CONCRETE FINISHER	$ 12 76	0 00
DRYWALL FINISHER/TAPER	$ 12 21	0 92
Drywall Hanger (Including Metal Stud Install)	$ 12 49	1 38
Formbuilder/Formsetter		
CHAMBERS, LIBERTY & WALLER COUNTIES	$ 11 66	0 00
GALVESTON COUNTY	$ 11 61	0 00
GLAZIER		
CHAMBERS, LIBERTY, & WALLER COUNTIES	$ 14 55	2 46
GALVESTON COUNTY	$ 14 00	1 60
INSULATOR -BATT AND FOAM	$ 11 00	0 00

North County Annex
AHU 1 & 2 Replacement

IRONWORKER, REINFORCING	$ 12 02	0 00
IRONWORKER, STRUCTURAL		
CHAMBERS, LIBERTY, & WALLER COUNTIES	$ 16 15	0 00
Laborers		
COMMON, CHAMBERS COUNTY	$ 9 31	0 00
COMMON, GALVESTON COUNTY	$ 10 46	0 00
COMMON, LIBERTY COUNTY	$ 8 53	0 00
COMMON, WALLER COUNTY	$ 8 74	0 00
MASON TENDER (BRICK)	$ 10 27	0 00
MASON TENDER (CEMENT)	$ 9 88	0 00
PIPELAYER	$ 12 34	0 00
PLASTERER TENDER	$ 12 90	2 51
LATHER	$ 16 90	3 61
Painter - Brush, Roller & Spray	$ 11 14	0 00
Pipefitter (HVAC Pipe Only)		
GALVESTON COUNTY	$ 19 28	3 71
WALLER COUNTIES	$ 15 00	3 53
POWER EQUIPMENT OPERATOR		
Asphalt Paver	$ 13 50	0 25
Backhoe	$ 12 50	0 00
Crane	$ 18 53	3 24
Forklift	$ 14 53	0 00
Slab & Wall Saw	$ 15 54	3 83
ROOFER	$ 11 38	0 00
TILE FINISHER	$ 11 86	0 53
TILE SETTER	$ 15 71	1 01
TRUCK DRIVER	$ 10 75	1 47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental

---

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5 5 (a) (1) (ii))

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program If the response from this initial contact is not satisfactory, then the process described in 2) and 3) should be followed

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations Write to

Branch of Construction Wage Determinations
Wage and Hour Division
U S Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

2) If the answer to the question in 1) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1 8 and 29 CFR Part 7) Write to

Wage and Hour Administrator
U S Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc) that the requestor considers relevant to the issue

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board) Write to

Administrative Review Board

U S Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

4) All decisions by the Administrative Review Board are final

==========

END OF GENERAL DECISION

END OF SECTION 01012

North County Annex
AHU 1 & 2 Replacement

SECTION 01013 – EMPLOYMENT VERIFICATION

Employment Verification

The Immigration Reform and Control Act (IRCA) of 1986 prohibit contractors from knowingly hiring illegal workers Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9 In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer Each violation of this requirement shall result in the Contractor and/ or Subcontractor paying the County the amount of $60 00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition

END OF SECTION 01013

North County Annex
AHU 1 & 2 Replacement

SECTION 01020 – ALLOWANCES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

A SCOPE

1 The Contractor shall include in his proposal the allowances stated in this and following Sections of the Project Manual Allowance may pertain to purchase and delivery only, or to purchase, delivery, and installation, or to services only, or to contingency fund

2 All of the Contractor's overhead and profit shall be included in the base proposal for listed allowance items whether such sums are used in the completion of the project or not.

3 If the allowance is stated for purchase and delivery only, all of the Contractor's handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance

4 If the allowance is stated for purchase, delivery, and installation, all of the Contractor's handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance

5 If the allowance is stated for services only, all of the Contractor's handling costs on site and other expenses contemplated for the services shall be included in the allowance

6 If the allowance is stated for contingency, all of the handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance

7 The Contractor shall purchase the allowance materials and equipment as directed by the Architect in writing If the actual cost of the required work is more or less than all the allowance estimates, the Contract Sum will be adjusted accordingly by Change Order at the conclusion of the project

8 The Architect cannot certify applications for payment of any allowance item unless a fully executed Allowance Authorization is on file with the Owner, Architect, and Contractor

PART 2 - ALLOWANCES

B ITEMS

1 Contingency Allowance None

END OF SECTION 01020

North County Annex
AHU 1 & 2 Replacement

SECTION 01025 – SCHEDULE OF VALUES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 – GENERAL

1 1 SCOPE

Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein and in other provisions of the Contract Documents The schedule of values is to be prepared in conformance with this section in order to assist the Architect with timely processing of all Application for Payments

Related Work Documents affecting work of this section include, but are not necessarily limited to, General Conditions and Sections in Division 1 of these Specifications

1 2 SUBMITTALS

A Prior to the first Application for Payment, submit a proposed schedule of values to the Architect, as outlined below
  1 Meet with the Architect and determine additional data, if any, required to be submitted
  2 Secure the Architect's approval of the schedule of values prior to submitting the first Application for Payment. This will allow the Architect to certify the Application for Payment in the timeliest manner

1.3 SCHEDULE OF VALUES

The Schedule of Values shall be broken down into item costs for each specification section as labor and materials as a minimum

A Schedule of Values - Items in addition to Specification sections
  Mobilization
  Submittals and shop drawings
  Temporary Facilities
  Clean Up
  Building Permit
  Bonds, Insurance
  General Contractors Fee
  Misc Mechanical Accessories
  Demolition
  Rough-In Labor (Electrical, Plumbing, Mechanical)
  Rough-In Material (Electrical, Plumbing, Mechanical)
  Finish Labor (Electrical, Plumbing, Mechanical)
  Finish Material (Electrical, Plumbing, Mechanical)
  Allowances (each listed separately)
  Project Close-out Documents and O&M Manuals

B The Schedule of Values must be submitted on AIA Document G703

END OF SECTION 01025

SECTION 01045 – CUTTING AND PATCHING

CONDITIONS OF THE CONTRACT AND DIVISION 1 as indexed, apply to this Section

PART 1 - GENERAL

1 1 SCOPE

A Furnish all labor, materials, equipment and services necessary or incidental to completion of "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting, and patching required to restore surfaces to their original condition

1 Cutting and patching is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, to remove and replace work not conforming to Contract requirements, or for other similar purposes

2 Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection, or installation processes is not considered to be "cutting and patching under this definition Drilling of holes to install fasteners and similar operations is also not considered to be cutting and patching

1 2 SUBMITTALS

A Submit written request in advance of cutting or alteration which affects

1 Structural integrity of any element of the project
2 Integrity of weather-exposed or moisture-resistant element
3 Efficiency, maintenance, or safety of any operational element
4 Visual qualities of sight-exposed elements
5 Work of Owner or separate contractor
6 Any work in or around any known or potential area in which asbestos or lead based products exist

B Procedural Proposal for Cutting and Patching Where prior consent for cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed, and request consent to proceed Include the following information, as applicable, in the submittal

1 Describe the nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided Describe anticipated results of the work in terms of changes to and effects upon existing work, including structural, operational and visual changes, as well as other significant elements
2 List products to be used and firms that will perform work
3 Give dates when work is expected to be performed
4 List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be temporarily out of service Indicate how long utility services will be disrupted
5 Where cutting and patching of structural work involves the additional reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with the original structure to satisfy requirements
6 Consent by the Architect to proceed with cutting and patching work does not waive the Architect's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner

1 4 QUALITY ASSURANCE

A Requirements for Structural Work Do not cut and/or patch structural work without the written direction of the structural engineer

B Operational and Safety Limitations Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity, to perform in the manner intended, including energy performances, or that would result in increased maintenance, or decreased operational life, or decreasing safety Before cutting and patching the following elements of work, and similar work elements where directed, obtain the Architect's consent to proceed with cutting and patching

1 Shoring, bracing, and sheeting
2 Primary operational systems and equipment
3 Water/moisture vapor/air/smoke barriers, membranes and flashings
4 Noise and vibration control elements and systems
5 Control, communication, conveying, and electrical wiring systems

C Visual Requirements Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect's opinion, result in lessening the building's aesthetic qualities Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect to be cut or patched in a visually unsatisfactory manner If possible, retain the original installer or fabricator, or another recognized, experienced and specialized firm to cut and patch the following categories of exposed work

1 Architectural concrete finishes
2 Brick and concrete unit masonry
3 Ornamental metal
4 Roofing
5 Preformed metal panels
6 Window system
7 Gypsum or cement plaster
8 Acoustical ceilings
9 Carpeting
10 Wall covering
11 HVAC enclosure, cabinets or covers

1 5 PAYMENT FOR COSTS

A Cost for work necessary to accommodate installation of new work shall be borne By the Contractor or subcontractor responsible for installing new work

B Costs caused by ill-timed or defective work, or work not conforming to contract documents, including costs for additional services of the Architect and other Design Consultants shall be borne by the party responsible in the judgment of Architect, for ill-timed, rejected or non-conforming work

C Costs for work performed on instruction of Owner, other than the correction of defective or non-conforming work shall be responsibility of the Owner, who shall issue an appropriate Change Order for the increase in costs

PART 2 - PRODUCTS

2 1 MATERIALS

A General Except as otherwise indicated, or as directed by the Architect, use materials for cutting and patching that are identical to existing materials If identical materials are not available or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible, with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics

B For any change in material, submit a request for substitution under the provisions of the General Conditions

PART 3 - EXECUTION

3 1 GENERAL

A Execute cutting, fitting, and patching to complete work, and to
1 Fit several parts together which will integrate with other work
2 Uncover work to install ill-timed work
3 Remove and replace defective and non-conforming work
4 Remove samples of installed work for testing.
5 Provide openings in elements of work for penetrations of mechanical and electrical work
6 Fill and refinish existing holes and damaged areas

3 2 INSPECTION

A Before cutting, examine the surface to be cut and patched and the conditions under which the work is to be performed If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work

3.3 PREPARATION

A To prevent failure, provide temporary support of work to be cut.

B Protect other work during cutting and patching to prevent damage Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations

C Take precautions not to cut existing pipe, conduit or duct serving the building, but scheduled to be relocated until provisions have been made to bypass them

3.4 PERFORMANCE

A Employ skilled workmen to perform cutting and patching work Except as otherwise indicated or as approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete work without delay

B Cut the work using methods that are least likely to damage work to be retained or adjoining work Where possible, review the proposed procedures with the original installer; comply with original installer's recommendations
1 In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chipping Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to ensure a neat hole To avoid marring

existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces Temporarily cover the opening when not in use

2 Comply with requirements of applicable sections of Division 2 when cutting and patching, excavating and backfilling

3 Bypass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned Cut-off conduit and pipe in walls or partitions to be removed After bypassing and cutting, cap, valve or plug, and seal tight the remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter

C Patching Patch with seams that are durable and as visible as possible Comply with specified tolerances for the work

1 Where feasible, inspect and test patched areas to demonstrate integrity of work

2 Restore exposed finishes of patched areas, and where necessary, extend finish restoration into retained adjoining work in a manner that will eliminate evidence of patching and refinishing

3 Where removal of walls or partitions extend one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance If necessary to achieve uniform color and appearance, remove the existing floor and wall coverings and replace with new materials

a. Where a patch occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch, after the patched area has received prime and base coat.

4 Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance

D Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces

E At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.

F Refinish surfaces to match adjacent finishes For continuous surfaces, refinish to nearest intersection, for an assembly, refinish entire unit

3 5 CLEANING

A Thoroughly clean areas and spaces where work is performed or used as access to work Completely remove paint, mortar, oils, putty and items of similar nature Thoroughly clean piping, conduit and similar features before painting or other finish is applied Restore damaged pipe covering to its original condition

END OF SECTION 01045

North County Annex
AHU 1 & 2 Replacement

SECTION 01090 – DEFINITIONS AND STANDARDS

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes
  a Quality assurance
  b Definitions

1 3 QUALITY ASSURANCE

A For products or workmanship specified by associations, trades, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes
B Conform to reference standard by date of issue current on date of Contract Documents
C Obtain copies of standards when required by Contract Documents
D Maintain copy at job site during submittals, planning, and progress of the specific work, until Substantial Completion
E If the specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
F The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document

1 4 DEFINITIONS

A Indicated The term "indicated" is a cross reference to graphic representations, notes, or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of ' indicated", it is for purpose of helping reader locate cross-reference, and no limitation is intended except as specifically noted
B Directed, Requested, Etc Where not otherwise explained, terms such as "directed" "requested", "authorized" "selected" "approved", "required", "accepted", and "permitted" mean "directed by Engineer", etc However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's area of construction supervision
C Furnish The term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc , as applicable in each instance
D Install The term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance
E Provide The term "provide" is used to mean furnish and install, complete and ready for intended use, as applicable in each instance

North County Annex
AHU 1 & 2 Replacement

1 5 SCHEDULE OF REFERENCES

AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
ARI	Air-Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
IEEE	Institute of Electrical and Electronics Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
SBC	Standard Building Code
SMC	Standard Mechanical Code
SPC	Standard Plumbing Code
SGC	Standard Gas Code
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
UL	Underwriter's Laboratories, Inc
UBC	Uniform Building Code
UMC	Uniform Mechanical Code

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

END OF SECTION 01090

SECTION 01092 – ABBREVIATIONS AND SYMBOLS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

1 1 The following is a list of typical abbreviations:

Acoustical Society of America	ASA
Adhesive & Sealant Council, Inc	ASC
Air Conditioning & Refrigeration Institute	ARI
Aluminum Association	AA
American Association of State Highway Officials	AASHO
American Concrete Institute	ACI
American Council of Independent Laboratories	ACIL
American Hardboard Association	AHA
American Hotdip Galvanizers Association	AHGA
American Institute of Architects	AIA
American Institute of Steel Constructors	AISC
American Institute of Timber Construction	AITC
American Iron & Steel Institute	AISI
American National Standards Institute, Inc	ANSI
American Plywood Association	PA
American Society for Testing & Material	ASTM
American Society of Civil Engineers	ASCE
American Society of Heating, Refrigeration and Air Conditioning Engineers	ASHRAE
American Society of Mechanical Engineers	ASME
American Subcontractors Association	ASA
American Welding Society	AWS
American Wood Preserver's Institute	ASPI
Architectural Aluminum Manufacturers Association	AAMA
Architectural Woodwork Institute	AWI
Asphalt Institute	AI
Associated General Contractors of America	AGC
Brick Institute of America	BIA
Building Research Institute	BRI
California Redwood Association	CRA
Chain Link Fence Manufacturers Institute	CLFM
Concrete Reinforcing Steel Institute	CRSI
Construction Specification Institute	CSI
Door and Hardware Institute	DHI
Facing Tile Institute	FTI
Federal Specifications	FS
Flat Glass Marketing Association	FGMA
Gypsum Association	GA
Hardwood Plywood Manufacturers Association	HPMA
International Conference of Building Officials	ICBO
Joint Sealer Manufacturers Association	JSMA
Maple Flooring Manufacturers Association	MFMA
Metal Lath Association	MLA
National Association of Architectural Metal Manufacturers	NAAMM
National Association of Mirror Manufacturers	NAMM

National Bureau of Lathing & Plastering	NBLP
National Clay Pipe Institute	NCPI
National Concrete Masonry Association	NCMA
National Electrical Manufacturers Association	NEMA
National Environmental Systems Contractors	NESC
National Fire Protection Association	NFPA
National Forest Products Association	NFPA
National Hardware Lumber Association	NHLA
National Ornamental Metal Manufacturers Association	NOMMA
National Paint, Varnish and Lacquer Association	NPVLA
National Ready Mixed Concrete Association	NRMCA
National Roofing Contractors Association	NRCA
National Society of Professional Engineers	NSPE
National Woodwork Manufacturers Association, Inc	NWMA
Painting and Decorating Contractors of America	PDCA
Perlite Institute, Inc	PI
Portland Cement Association	PCA
Resilient Floor Covering Institute	RFCI
Rubber and Vinyl Floor Council	RVFC
Southern Building Code Congress	SBC
Southern Forest Products Association	SFPA
Southern Hardwood Lumber Manufacturing Association	SHLMA
Steel Deck Institute	SDI
Steel Door Institute	SDI
Steel Joist Institute	SJI
Steel Structures Painting Council	SSPC
Tile Council of America, Inc	TCA
Underwriter's Laboratories, Inc	UL
Venetian Blind Institute	VBI
Vinyl Fabrics Institute	VFI
West Coast Lumber Inspection Bureau	WCLIB
Western Red Cedar Lumber Association	WRCLA
Western Wood Products Association	WWPA

END OF SECTION 01092

North County Annex
AHU 1 & 2 Replacement

SECTION 01200 – PROJECT MEETINGS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

1 1 SCOPE

A Contractor is required to participate in a series of regular project meetings These meetings are scheduled by the Contractor for the benefit of the Owner and the project.

B These meetings include pre-construction conferences, progress meetings, pre-installation conferences, and close-out meetings.

1 2 PRECONSTRUCTION CONFERENCE

A Contractor will administer site mobilization conference at project site for clarification of Owner and Contractor responsibilities, in use of site and for review of administration procedures

1 3 PROGRESS MEETINGS

A Contractor shall schedule and administer all project meetings after mobilization conference throughout progress of the work at bi-weekly intervals, plus any special called meetings, and all pre-installation conferences.
B Contractor shall make physical arrangements for meetings, preside at meetings, record minutes, and distribute copies of minutes within two days to Owner, Architect, participants, and those affected by decisions made at meetings.
C Required Attendance Job Superintendent, Project Coordinator, Owner, and Architect as appropriate to agenda topics for each meeting
D Suggested Agenda. Review of work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals. maintenance of quality standards, pending changes and substitutions, and other items affecting progress of the work

1 5 INSTALLATION CONFERENCES

A When required in individual Specification section, Contractor shall convene installation conferences prior to commencing work of the section
B Require attendance of entities directly affecting, or affected by, work of the section
C Review conditions of installation, preparation and installation procedures, and coordinate with related work

END OF SECTION 01200

North County Annex
AHU 1 & 2 Replacement

SECTION 01210 - ALLOWANCES

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes administrative and procedural requirements governing allowances
  a. Certain materials and equipment are specified in the Contract Documents by allowances In some cases, these allowances include installation Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation If necessary, additional requirements will be issued by Change Order
B Types of allowances include the following
  a. Contingency allowances

1 3 SELECTION AND PURCHASE

A At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work
B At Engineer's request, obtain proposals for each allowance for use in making final selections Include recommendations that are relevant to performing the Work
C Purchase products and systems selected by Engineer from the designated supplier

1 4 SUBMITTALS

A Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders
B Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance

1 5 CONTINGENCY ALLOWANCES

A Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance
B Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs
C Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins
D At Project closeout, credit unused amounts remaining in the contingency allowance to Owner

by Change Order

PART 2 -PRODUCTS (Not Used)

PART 3 -EXECUTION

3 1 EXAMINATION

A Examine products covered by an allowance promptly on delivery for damage or defects Return damaged or defective products to manufacturer for replacement

3 2 PREPARATION

A Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work

3 3 SCHEDULE OF ALLOWANCES

END OF SECTION 01210

SECTION 01290 – PAYMENT PROCEDURES

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment

1 3 DEFINITIONS

A Schedule of Values A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment

1 4 SCHEDULE OF VALUES

A Coordination Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule
  a. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following
    i Application for Payment forms with Continuation Sheets
    ii Submittals Schedule
  b Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment
  c Subschedules Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment

B Format and Content Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values Provide at least one line item for each Specification Section
  a Identification Include the following Project identification on the Schedule of Values
    i Project name and location
    ii Name of Engineer
    iii Engineer's project number
    iv Contractor's name and address
    v Date of submittal
  b Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed
    i Related Specification Section or Division
    ii Description of the Work
    iii Name of subcontractor

iv Name of manufacturer or fabricator
v Name of supplier
vi Change Orders (numbers) that affect value
vii Dollar value (Percentage of the Contract Sum to nearest one-tenth percent, adjusted to total 100 percent)

c Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports Coordinate with the Project Manual table of contents Provide several line items for principal subcontract amounts, where appropriate

d Round amounts to nearest whole dollar, total shall equal the Contract Sum

e Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed

i Differentiate between items stored on-site and items stored off-site Include evidence of insurance or bonded warehousing if required

f Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

g. Each item in the Schedule of Values and Applications for Payment shall be complete Include total cost and proportionate share of general overhead and profit for each item

h Schedule Updating Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum

1 5 APPLICATIONS FOR PAYMENT

A Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner

a. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements

B Payment Application Times Payment application times will be determined in conjunction with Owner and Engineer at pre-construction meeting.

C Payment Application Forms· Use forms provided by Owner for Applications for Payment Sample copies are included in this specifications manual

D Application Preparation Complete every entry on form Notarize and execute by a person authorized to sign legal documents on behalf of Contractor Engineer will return incomplete applications without action

a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule Use updated schedules if revisions were made

b Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application

E Transmittal Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours One copy shall include waivers of lien and similar attachments if required

a. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application

F Waivers of Mechanic's Lien With each Application for Payment, submit waivers of

mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment

G Initial Application for Payment Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following
  a List of subcontractors
  b Schedule of Values
  c Contractor's Construction Schedule (preliminary if not final)
  d Products list
  e Schedule of unit prices
  f List of Contractor's staff assignments
  g. List of Contractor's principal consultants.
  h Certificates of insurance and insurance policies.
  i Performance and payment bonds
  j Data needed to acquire Owner's insurance

H Application for Payment at Substantial Completion After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete
  a Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum
  b This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work

I Final Payment Application Submit final Application for Payment with releases and supporting documentation not previously submitted

PART 2 -PRODUCTS (Not Used)

PART 3 -EXECUTION (Not Used)

END OF SECTION 01290

North County Annex
AHU 1 & 2 Replacement

SECTION 01300 - SUBMITTALS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

1 1 SCOPE

A Contractor is required to provide shop drawings, submittals or manufacturer's data to allow the Architect to review them The Contractor may also submit request for information (RFI) All submittals will be submitted to the Construction Manager

B Each project manual section has submittal requirements listed and the time required for submittal

C Contractor is required to list submittals as a separate item on their Schedule of Values and Application for Payment

D The Architect cannot certify payment to the Contractor for submittals if the submittal review process is not complete in the time frame listed in the project manual or a time frame mutually agreed by the Architect, and Owner

1 2 PROCEDURES

A Contractor creates shop drawings, product data, or samples as required by specific sections of the specifications The Contractor is responsible for confirming and correcting all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating the work with that of all trades, and performing all work in a safe and satisfactory manner

B Apply Contractor's stamp, signed, to each item submitted, certifying that review and verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents.

C Trade Contractor transmits each item to the Construction Manager agent with approved form identifying project, contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number and specification section number, as appropriate Identify any deviations from Contract Documents. No deviations will be allowed without prior approval through the substitution process

D The CMa will not review submittals that have not been thoroughly reviewed by the Trade Contractor If the documents have obvious errors that have not been noted by those reviews the documents will be returned to the Trade Contractor with a request to revise and resubmit from the CMa

E Within 2 weeks of receipt of submittal the CMa will review the submittal for compliance with contract documents and transmit them to the Architect for review

F The Architect will not review submittals that have not been thoroughly reviewed by the CMa and Trade Contractor If the documents have obvious errors that have not been noted by those reviews the documents will be returned to the CMa with a request to revise and resubmit from the Architect There will be no partial payments considered for submittals in the review process.

G Within 2 weeks of receipt of submittal the Architect and/or Engineer will review the submittal for compliance with contract documents and notify the CMa that the submittal is ready to be picked up

H The CMa will notify the Trade Contractor that the review has been completed and the submittal may be picked up

I The CMa will retain 1 copy of the submittals on site The Architect will retain 2 file copies of the submittal The Engineers will retain 1 copy of any submittals that they are required to review

J One copy of the submittals retained by the Architect will be delivered to the Owner at the conclusion of the project

K Contractor will revise and resubmit submittals requested to be revised and resubmitted He will identify all changes made since the previous submittal The process will then start over The Architect will not certify applications for payment of submittals that are in the review process

L The CMa and Architect are not obligated to review submittals that are requested to be revised and resubmitted a second time and may request additional funding from the Owner to do so The Architect and CMa may request that the Owner claim the expense of repeated re-submittals to the Architect and CMa from the Trade Contractor for submittals resubmitted more than once

M Note that most submittals are required within a short period of time of signing the contract Refer to the specification Section to determine the exact time

1 3 SHOP DRAWINGS AND PRODUCT DATA

A Provide 4 copies to be retained for the CMa, Architect, and Owner's files and any number required for the Contractor to complete his work

B Manufacturer's Instructions
When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, at least two weeks prior to start of such work

C All dimensions indicated on the drawings are based on the specific models and manufacturers of products, equipment, fixtures and miscellaneous items specified If the Contractor uses an approved product by another listed manufacturer which is different than the specific model and manufacturer listed in these specifications, then the Contractor shall be solely responsible for the coordination of any dimensional changes required, including structural, relocation of walls, equipment, fixtures, ceilings and miscellaneous items When dimensional changes are required in these situations, the Contractor shall submit a proposed modification drawing to the Architect for review prior to proceeding with the work All causes and effects of the dimensional change shall be indicated on the Contractor's drawing submittal

1 4 SAMPLES

A Submit a full range of requested manufacturer's colors, textures, and patterns for Architect's selection Submit samples for selection of finishes in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other Contractor

B Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices Coordinate submittal of different categories for interfacing work

C Submittals shall contain
1 Date of submission and dates of any previous submissions
2 Project title and number
3 Contract identification
4 Names of Contractor, Supplier, Manufacturer
5 Identification of sample, with specification section number

D Resubmission Requirements for Samples
1 Make any corrections or changes in the submittals required by the Architect and resubmit until approved Refer to paragraph 1 2 1 above
2 Submit new samples as required for initial submittal

E Submit the number specified in the respective Specification section, minimum of two, one will be retained by Architect Reviewed samples may be used in the work if so indicated in the specification section

1 5 MANUFACTURER'S CERTIFICATES AND WARRANTIES

A Submit required certificates and warranties in duplicate

END OF SECTION 01300

North County Annex
AHU 1 & 2 Replacement

SECTION 01310 – CONSTRUCTION SCHEDULE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed apply to this Section

PART 1 - GENERAL

1 1 SCOPE

A The Trade Contractor shall coordinate his schedule with the Construction Manager Agent so that the entire work proceeds smoothly and without interruption Refer to Article 2 of the Contract for Construction

END OF SECTION 01310

SECTION 01410 – TESTING LABORATORY SERVICES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed apply to this Section

PART 1 - GENERAL

1 1 SCOPE

A The Contractor shall allow in his proposal the coordination and supervision of tests to be performed by an independent laboratory selected by the Owner

B All testing laboratory services shall be provided and paid for by the Owner outside of this Contract or by allowance amount inside this Contract The Owner will select a material testing lab and notify the Contractor as soon as possible

C The Owner will pay for the initial testing laboratory services of materials that comply with the requirements of the contract documents If the materials tested do not comply with the requirements of the contract documents the Contractor shall be required to replace those materials, unless the Owner exercises their option to accept the work under Article 12 3 – Acceptance of Non-Conforming Work, and pay for all testing of replacement materials Refer to Article 12 – Uncovering and Correction of Work in the General Conditions

D The Contractor shall cooperate with the testing laboratory in all matters pertaining to the work. The Owner retains the option to add to or delete any or all testing specified herein

1 2 REQUIREMENTS

A Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders, approvals, or public authorities

B Respective Sections of Specifications Certification of products

C Each Specification Section Listed Laboratory test required and standards for testing

D Testing laboratory inspection, sampling and testing is required for-

01	Section 02200 - Earthwork
02	Section 02220 - Trenching and Backfilling
03	Section 02240 - Soil Stabilization
04	Section 03300 - Cast-In-Place Concrete
05	Section 03311 - Insulating Concrete
06	Section 03410 - Precast Concrete Panels
07	Section 04200 - Unit Masonry
08	Section 05120 - Structural Steel
09	Section 07255 - Sprayed Fireproofing
10	Section 07511 - Built-Up Roofing
11	Section 15056 - Earthwork
12	As requested by the Owner or Architect

1.3 AUTHORITIES AND DUTIES OF THE LABORATORY

A The laboratory is not authorized to revoke, alter, relax, enlarge, or release any requirement of the Specifications, or to approve or accept any portion of the work When it appears that the material

furnished or work performed by the Contractor fails to fulfill specification requirements, the testing laboratory shall promptly notify the Contractor, Construction manager, Architect, supplier and/or subcontractor providing or preparing the materials or work being tested of such deficiencies

B The laboratory shall promptly distribute copies of the laboratory test and inspection reports Standard distribution shall include copies of all reports to the Owner, Architect, Construction Manager, and Contractor The structural engineer, civil engineer, MEP engineer, concrete supplier, and any outside consultants shall receive copies of the testing results regarding their particular phase of the project.

1 4 TESTING LABORATORY GUIDELINES AND PROCEDURES

A Technicians scheduled to perform specific testing services must be qualified to review and perform other services that overlap (i e , earthwork, foundation inspections, rebar inspection, and concrete), when scheduled concurrently at the project site

B Technician time for services performed will be reimbursed at a regular time rate Compensation at the overtime rate will be considered for any hours over eight hours spent at the job site on a single day, field testing services performed on a Saturday or Sunday, and any field services performed on a recognized holiday

C Concrete design mixes will receive a cursory review with any discrepancies reported to the Architect. No compensation will be considered for these reviews

D Nuclear density testing will be based on a daily rental rate for the actual testing equipment; compensation on a per test basis will not be considered

E Report distribution shall include the Owner, Architect, Construction Manager, Contractor, Civil Engineer, Structural Engineer, and others requesting or requiring review of the specific testing results

F There will be a three-hour minimum for each scheduled testing service Vehicle charges will be included on a $25 00 per trip basis

G Cylinder pick-up will be handled by the technician performing the test on a scheduled pick-up day If there are no testing services scheduled, the cylinder pick-up fee will be $40 00 on week days, and $50 00 on weekends and holidays, with no technician time or vehicle charge

H Structural steel inspections shall include a plant visit reviewing shop fabrication, welding and an overall review of the shop fabrication quality control standards Structural steel field inspection shall include a 100% visual review of all field fillet welds and initial frequency of 25% ultrasonic testing of full field penetration welds There shall be 100% visual review of all bolted connections, and a minimum of two (2) bolts tested at every bolted connection

I The Contractor shall bear the responsibility of scheduling all testing services The Contractor and the testing laboratory shall assume full responsibility to coordinate the testing services Cancellations and/or failed tests will be reimbursable to the Owner by the responsible party for the cancellation or failure of a test or service

1 5 TESTS CONDUCTED

A Earthwork
01 Subgrade under building slabs and paving.

a In place density tests for each 500 square yards of existing subgrade material

02 Select earth fill and fill under building slabs and paving

a. Proctor curve for one type of fill material If the original choice of material does not meet the specifications, the Contractor shall pay for additional testing

b In place density test for each 500 square yards of compacted new fill material, ASTM D2922 or AASHTO T99

c Liquid limit of fill material, ASTM D423 or AASHTO T89

d Plastic limit and plasticity index of all fill material, ASTM D424 or AASHTO T90 and T91

03 Soil Stabilization

a. Various tests relative to the requirements of Texas Highway Department Standard Specification for Construction of Highways, Streets and Bridges

04 References

a. American Society for Testing and Materials
ASTM D423
ASTM D424-59 (1971), Plastic Limit and Plastic Index of Soils
ASTM D698-78, Measure-Weight Relations of Soils and Soil Aggregate using 5 5 lbs (2-49-KG) Rammer and 12-in (305 mm) drop
ASTM D2922-71 (1976)

b American Assoc of State, Highway and Transportation Officials
AASHTO T89-76, Determining the Liquid Limit of Soils
AASHTO T90-70, Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T91
AASHTO T99-74 Moisture-Density Relations of Soils

B Cast-In-Place Concrete (Volumes 2A 3, 5, and 8A)

01 Design concrete mixes and test aggregates proposed for use therein

02 Determine the quality of the concrete as outlined in ASTM C-I 143

03 Provide full time services for the review of all drilled pier foundation inspections Including a daily report noting grid lines and locations of each pier drilled After the foundation shaft has been drilled, the lab shall test an undisturbed sample and verify that it meets or exceeds the design specification

04 Provide full-time services for all structural building concrete drilled piers, grade beams, slab on grade, columns, and other miscellaneous structural concrete Included within this scope of work is the review of all the rebar placement, size, spacing of stirrups, and miscellaneous placement requirements

05 Cast two (2) concrete cylinders for every 50 cubic yards of structural concrete for compressive strength testing Cast three (3) concrete cylinders for every 100 cubic yards of building slab and concrete paving for compressive strength testing

06 Reference American Society for Testing and Materials ASTM C143 Slump of Portland Cement Concrete

B Cast-In-Place Concrete (Volume 7A)

01 Design concrete mixes and test aggregates proposed for use therein.

02 Determine the quality of the concrete as outlined in ASTM C-L143

03 Provide full time services for the review of all pile installations Including a daily report noting grid lines and locations of each pier drilled After the foundation shaft has been drilled, the lab shall test an undisturbed sample and verify that it meets or exceeds the design specification

04 Provide full-time services for all structural building concrete drilled piers, grade beams, slab on grade, columns, and other miscellaneous structural concrete. Included within this scope of work is the review of all the rebar placement, size, spacing of stirrups, and miscellaneous placement requirements.

05 Cast three (3) concrete cylinders for every 75 cubic yards of structural concrete for compressive strength testing. Cast three (3) concrete cylinders for every 100 cubic yards of building slab and concrete paving for compressive strength testing.

06 Reference American Society for Testing and Materials ASTM C143, Slump of Portland Cement Concrete

07 Also refer to Section 03300, 3 7

C Structural Steel

01 Radiographic inspection shall be provided for all welds called for on the drawings as full penetration butt welds If welds are inaccessible to radiograph, welds shall have ultrasonic inspection

02 The testing of welded connections indicated on the drawings shall be paid for from the testing laboratory allowance, however, in the event the fabricator obtains approval from the structural engineers for additional welds not shown on the drawings, the cost of testing those additional welds shall be paid for by the Contractor

03 Reference 1 04, 08 for further testing guidelines

D Lightweight Insulating Fill Test in accordance with ASTM C495

01 Types of Tests

a. Field Wet density

b Lab Dry density and 28-day compressive strength

02 Number of Test Sets

a One per 5,000 square feet.

b Not less than one for each day's work

E Roofing (if requested by Architect) during construction before final completion of building.

01 Time Any time during construction before final completion of building, refer to Built-Up Roofing Section - 07511

02 Size Cut 4" x 36" strip across roof plies

03 Inspection Architect may use samples for confirming number of plies, bonding of plies, weight of bitumen and softening temperature

04 Patching Fill in area where samples have been removed with plastic cement of other filler Hot mop patch plies to overlap each other so sample area becomes equal to typical roof

05 Number As directed by Architect.

F Mortar Mix Testing Provide pre-construction and construction evaluation of mortars per ASTM C780-87

END OF SECTION 01410

North County Annex
AHU 1 & 2 Replacement

SECTION 01420 – NOTIFICATION OF ARCHITECT REQUIREMENTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

1 1 SCOPE

A It is required for the Trade Contractor to coordinate his activities with the Construction Manager Agent (CMa) in advance and the CMa will notify the Engineer of necessary scheduling This will allow the project to proceed smoothly and without interruption The Architect and Consulting Engineers generally require 48 hours notice to plan their work and will be appreciative of your cooperation

B In general, the Trade Contractor shall notify the CMa to notify the Architect whenever there is need of clarification or interpretation of the Contract Documents This may be done without notice however, the Architect and/or Engineer may not be available immediately so plan ahead

C The CMa shall notify the Architect 48 hours in advance of certain stages of construction The Project Superintendent shall notify the CMa on a regular basis of the ongoing work These stages shall include, but not necessarily be limited to the following

1 07100 - Concealment of flashing
2 07200 - Concealment of insulation
3 07500 - Roofing and sheet metal work
4 07900, 08800 - Installation of building and glazing sealants

D In addition to notifying the Architect, the Trade Contractor via the CMa shall also notify the Structural Engineer (48 hours) prior to the following stages (It is acceptable to request that the Architect notify the Engineer instead of the CMa doing so)

1 Drilling and placing the first footings
2 Pouring the first grade beams
3 Structural steel framing completion

PART 2 - PROJECT MEETINGS

2 1 PRECONSTRUCTION CONFERENCE

A The Trade Contractor shall contact the CMa at least ten (10) days prior to commencing construction in order to schedule a pre-construction meeting with the Architect and Owner This meeting must occur prior to commencement of any construction

2 2 PROGRESS MEETINGS

A CMa shall schedule and administer project meetings throughout progress of the work

B CMa shall make physical arrangements for meetings, preside at meetings, record minutes, and distribute copies within two (2) days to the Architect, participants, and those affected by decisions made at meetings

C Required Attendance Job Superintendent, Project Coordination, Owner, and Architect as appropriate to agenda topics for each meeting

D Suggested Agenda Review of work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of work. This is a good time to review the upcoming Application for Payment

2.3 PREINSTALLATION CONFERENCES

A For each individual Specification section or each subcontractor, convene a pre-installation conference prior to commencing work of that Section

B Require attendance of entities directly affecting or affected by work of that section

C Review conditions of installation, preparation and installation procedures, and coordinate with related work.

END OF SECTION 01420

North County Annex
AHU 1 & 2 Replacement

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

1 1 QUALITY ASSURANCE

A Environmental Protection Provide environmental protection as required by authorities having jurisdiction and as indicated in Contract Documents

1 2 GENERAL TRADE CONTRACTOR REQUIREMENTS

A Each Trade Contractor shall be responsible for furnishing, installing or otherwise providing any or all of the following temporary facilities, structures or services as they may be necessary or required for or during, performance of the work of his Contract

1 Temporary field office facilities complete, including all furniture, heat, cooling, lighting, telephone, plumbing and toilet fixtures as he may require for his exclusive use (Site location and number are subject to approval of the Construction Manager)

2 Temporary storage facilities, sheds or buildings as may be required for the proper protection or storage of materials and/or equipment. (Site location and number are subject to approval of Construction Manager)

3 Temporary extension from, and hookup to, all temporary utilities which have been provided to a common point for use by the Trade Contractors during construction

4 Maintenance, cleanup and removal of all temporary facilities provided by the Trade Contractor for his exclusive use

5 Furnishing, erection, maintenance and removal of all temporary hoists and scaffolding as may be required by the Trade Contractor for the performance of the work of his Contract

6 Temporary drainage and dewatering measures including all pumping, drainage, erosion control or other work required to protect the work of the Trade Contractor while in progress

7 All temporary facilities, structures, services or items of work specifically required or defined in the Scope of Work of the Contract (Proposal Package) or otherwise required by the Contract Documents for his work

8 Distribution of drinking water for his construction personnel

9 At the end of the day's work, all work subject to damage by adverse weather conditions shall be covered or otherwise protected as required Weather protection shall be adequate to permit each Trade Contractor to work on a continuous basis without shutdown due to temperature or weather conditions as far as possible

10 No temporary service shall be removed or disconnected until the new parts have been installed to replace them, properly connected and ready for use The changing over from temporary to permanent work shall be done expeditiously, and if possible so that no part of the building or premises shall be without adequate service If this is not possible, the procedure must be planned and submitted to the Construction Manager for approval

1 3 TEMPORARY ELECTRICITY AND LIGHTING

Owner will pay cost of energy used directly to utility Exercise measures to conserve energy Utilize Owner's existing power service

B Electric power for use in temporary trailers shall be available to the Trade Contractor from a central location in the trailer area. The Trade Contractor shall furnish any required extensions from this location at his own expense

C Provide temporary electric feeder from existing building electrical service at location as directed Do not disrupt Owner's use of service

D Complement existing power service capacity and characteristics as required

E Galveston County will provide power outlets for construction operations, with branch wiring and distribution boxes located as required Trade Contractor must provide flexible power cords as required

F All contractors must share the system provided and average usage is anticipated Any contractor anticipating fabrication area or operations must coordinate his needs through the Construction Manager If additional distribution is required and available at the control service, it will be provided at the Trade Contractor's expense

G Connecting and disconnecting Trade Contractor tools and equipment to (and from) the above distribution system will be performed by qualified personnel, ALL grounding as required by the National Electrical Code, OSHA or any and all local codes, including approved ground fault interrupters shall be furnished and installed at the Trade Contractors expense

H Galveston County will have installed temporary lighting in all areas and rooms Temporary lighting shall be a minimum of 2 watt per square foot. For all areas 3,200 or less, 100-watt lamps spaced approximately at 20 foot centers shall be used Each room or enclosed area shall have, at least, one lighting and one tool outlet. Where 100 watt lights are used, the outlets shall consist of double weatherproof sockets One (1) socket shall be used for the 100-watt lamp and the other socket shall be used for portable power tools Any temporary lighting required beyond the foregoing shall be provided by the party requiring the same and the work will be paid for by the Trade Contractor

I The electric service and distribution provided by Galveston County includes

1 The central service will be installed from the Utility Company's service point to the central distribution point on-site Distribution from this point to the central connection point in the trailer area will be installed including any transformers, main disconnected switch or switches, any metering, supports, protective enclosure and grounding

2 Service will terminate in a panel board equipped with circuit breakers Service characteristics available will be 120/208 volts, three phase, 4 wire web, unless otherwise specified Total capacity to be shared shall be 400 amps Use of electricity for basic heating of trailers will not be allowed

3 The distribution will be extended in the building five (5) designated distribution points These distribution locations will provide·

a Panel board for breakers for lighting and hand tool circuits throughout the area served

b Panel board and breakers for twenty (20) 20 amp circuits for connection of bench tools, such as, pipe threaders, etc

1 4 TEMPORARY HEATING

A It is not anticipated that the permanent building system will be utilized to provide "temporary heat" during the major portion of construction operations

B Within these parameters the Trade Contractor must provide any supplemental heat required to perform his work

C Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in product sections

D It is anticipated that activation, testing and balancing of the building heating/cooling system will be critical to the completion and acceptance of the project and therefore actuation, of the permanent system will be scheduled for the earliest possible time

1 5 **TEMPORARY COOLING**

A Will not be provided

B It is anticipated that activation, testing and balancing of the building heating/cooling system will be critical to the completion and acceptance of the project and therefore actuation, of the permanent system will be scheduled for the earliest possible time

1 6 **TEMPORARY VENTILATION**

A Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

B Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations

1 7 **TELEPHONE SERVICE**

A Provide, maintain, and pay for telephone service to field office at time of project mobilization

1 8 **TEMPORARY WATER SERVICE**

A Owner will pay cost of temporary water Exercise measures to conserve energy Utilize Owner's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations

B Extend branch piping with outlets located so water is available by hoses with threaded connections Provide temporary pipe insulation to prevent freezing

C Potable water shall be available to the Trade Contractor at a central location Extensions of the water supply for Trade Contractor's exclusive use shall be the responsibility of the Trade Contractor

D All Trade Contractors are responsible for providing their own hoses to bring water from the hose rack location to their work areas Only heavy-duty 3/4" hose in good conditions will be permitted in use in the interior of the building The discharge end of each hose shall be equipped with a means of positive shut off The use of hoses, which leak at connections or elsewhere throughout their length, will not be permitted All hoses shall be disconnected from hose bibs when not in use and before the end of each work day

1 9 **TEMPORARY SANITARY FACILITIES**

A The Construction Manager will provide temporary toilets, excluding Trade Contractor's trailer hookup

B The Construction Manager will provide rubbish containers and rubbish disposal service unless noted otherwise in the Proposal Form The Trade Contractor must not use these containers for the disposal of earth, surplus or slop concrete, hazardous materials, and/or steel stock Each Trade Contractor must dispose of these elements at his own expense

1 10 **FIELD OFFICES AND SHEDS**

A Designated existing spaces may be used for field offices and for storage

B Provide space for Project meetings, with table and chairs to accommodate 6 persons

C Storage Areas And Sheds Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01600

D Maintenance And Cleaning Daily janitorial services for offices, periodic cleaning and maintenance for office and storage areas Maintain approach walks free of mud, water, and snow

E Removal At completion of Work remove buildings, foundations, utility services, and debris Restore areas

1 11 **VEHICULAR ACCESS**

A Provide unimpeded access for emergency vehicles Maintain 20-foot width driveways with turning space between and around combustible materials

B Provide and maintain access to fire hydrants and control valves free of obstructions

1 12 **PARKING**

A Use of designated existing on-site streets and driveways used for construction traffic is permitted Tracked vehicles not allowed on paved areas

B Use of designated areas of existing parking facilities used by construction personnel is permitted

C Do not allow heavy vehicles or construction equipment in parking areas

D Maintenance
1 Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice
2 Maintain existing and permanent paved areas used for construction, promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition

E Removal, Repair
1 Repair existing facilities damaged by use, to original condition

North County Annex
AHU 1 & 2 Replacement

1 13 PROGRESS CLEANING AND WASTE REMOVAL

A Salvage nonhazardous demolition and construction waste and recycle

B Maintain areas free of waste materials, debris, and rubbish Maintain site in a clean and orderly condition

C Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces prior to enclosing the space

D Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust

E Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site

F Open free-fall chutes are not permitted Terminate closed chutes into appropriate containers with lids

1 14 TRAFFIC REGULATION

A Signs, Signals, And Devices
1 Post Mounted and Wall Mounted Traffic Control and Informational Signs As approved by local jurisdictions
2 Automatic Traffic Control Signals As approved by local jurisdictions
3 Traffic Cones and Drums, Flares and Lights As approved by local jurisdictions
4 Flag-person Equipment As required by local jurisdictions

B Flag Persons Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes

C Flares and Lights Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic

D Haul Routes Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access

1 15 BARRIERS

A Galveston County will provide barriers to prevent unauthorized entry to construction areas to allow for authorized use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition

B Provide barricades and covered walkways required by governing authorities for public rights-of-way

C Protect non-owned vehicular traffic, stored materials, site, and structures from damage

1 16 ENCLOSURES AND FENCING

A Galveston County will provide fence around construction site, equipped with vehicular and pedestrian gates with locks

B Exterior Enclosures

1 Galveston County will provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons

1 17 SECURITY

A Security Program

1 Protect Work existing premises and Owner's operations from theft, vandalism, and unauthorized entry

2 Initiate program in coordination with Owner's existing security system at project mobilization

3 Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security

B Entry Control

1 Restrict entrance of persons and vehicles into Project site and existing facilities

2 Allow entrance only to authorized persons with proper identification

3 Maintain log of workers and visitors, make available to Owner on request

4 Coordinate access of Owner's personnel to site in coordination with Owner's security forces

C Personnel Identification

1 Provide identification badge to each person authorized to enter premises

2 Badge To Include Personal photograph, name and employer

3 Maintain a list of accredited persons, submit copy to Owner on request

4 Require return of badges at expiration of their employment on the Work

D Restrictions

1 Do not allow cameras on site or photographs taken except by written approval of Owner

2 The Construction Manager will provide temporary fire safety equipment for general use Each Trade Contractor shall provide their own fire extinguishers for their trailers, and for use, as required when cutting and burning are performed

E Site Security, Personnel and Property Protection

1 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

2 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

3 Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously affected 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

4 At no time remove, alter or render ineffective any barricades, railings or cover on the project without written permission of the Construction Manager Where these safety devices are to be turned over to others, upon completion of the work, the devices shall be repaired or replaced so that they meet the required standards prior to turnover

5 When performing any cutting, removal, creating opening or holes, etc , the Trade Contractor, by use of barricades, flagmen, or other means, shall provide protective measures to assure that other workmen or the public are not exposed to potential injury by the operation being conducted

6 The Trade Contractor shall be responsible for handling and transporting (including lifting) his material and equipment to the location of need in a timely manner

7 Any vertical lifting device, whether stationary material hoist, mobile crane or other means, a Trade Contractor plans to use will be implemented only after prior coordination and approval of the Construction Manager

1 18 **DUST CONTROL**

A Execute Work by methods to minimize raising dust from construction operations

B Provide positive means to prevent air-borne dust from dispersing into atmosphere

1 19 **NOISE CONTROL**

A Provide methods, means, and facilities to minimize noise from noise produced by construction operations

1 20 **PEST CONTROL**

A Provide methods, means, and facilities to prevent pests and insects from entering the facility

1 21 **POLLUTION CONTROL**

A Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations

1 22 **RODENT CONTROL**

A Provide methods, means, and facilities to prevent rodents from accessing or invading premises

1 23 **HOUSEKEEPING - CLEANING AND RUBBISH REMOVAL**

A Each Trade Contractor shall be responsible for daily and final cleanup and continuous removal of all rubbish and debris from the building and site The Construction Manager shall provide, erect, locate, and maintain a rubbish chute and/or rubbish collection dumpster system for use of all trades Each Trade Contractor shall be responsible to deposit his daily rubbish into these chutes or dumpster locations as designated and provided by the Construction Manager Failure of a Trade Contractor to do so will require that this be done by the Construction Manager after proper notice to the Trade Contractor and labor for doing so shall be charged to the responsible Trade Contractor

B The jobsite shall be maintained in a neat orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period Trade Contractor will remove all crates, cartons and other flammable waste materials or trash from the work areas at the end of each working day

C Elevator shafts, electrical closets, pipe and duct shafts, chases, furred spaces and similar spaces

which are generally unfinished, shall be cleaned and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust before substantial completion review

D Each Trade Contractor shall be responsible for cleaning all surfaces as necessary to make them free of spatters or other deposits of paint, plaster, mortar, concrete adhesives, roofing, dirt, soil, oil, or any other material foreign to the surface involved The Construction Manager shall back-charge to the guilty party the cost of cleaning which is required by accidental soiling or damage by another Trade Contractor

E Each Trade Contractor is responsible to share the task of litter cleanup (e g , coffee cups, lunch wrappers, etc)

F However, to insure proper cleanup notwithstanding the Trade Contractor's obligations to cleanup any debris resulting from his own operations, and following proper notices the Construction Manager will undertake the cleanup and disposal of litter and other debris whose source is unidentifiable The cost of this special cleanup detail will be assessed weekly against all Trade Contractors on a per capita basis and invoiced monthly If any cleanup invoice is not paid within thirty (30) days, it will be back-charged against the respective Trade Contractor's monthly payment application

G The Trade Contractor shall be responsible to maintain his own trailer, storage and work areas in a sanitary condition to minimize the hazard of attracting vermin and breeding mosquitoes If the Trade Contractor fails to comply, the Construction Manager may do so, and the cost thereof shall be charged to the Trade Contractor Rodent extermination materials shall be those approved by the local health department or other agency having jurisdiction

H Use only cleaning materials and methods recommended by manufacturer of surface to be cleaned Use cleaning materials only on surfaces recommended by cleaning material manufacturer Each Trade Contractor shall be responsible for assuring that affected employees are provided with, and required to use, all needed personal protective devices in connection with cleaning

I At completion of work, each Trade Contractor shall remove tools, equipment, machinery, and surplus materials from the project site and perform whatever additional cleaning is specified in the Proposal Form

J Vehicle cleaning - Trucking

1 The Construction Manager (on the Site Utilization Plan) will designate the wash-down area to be utilized by the Trade Contractors. The "wheel wash station" will be equipped with a hose connection and drainage area. The Trade Contractor shall provide manpower, hose and other supplemental scrapers, brushes, etc , which may be required to satisfactorily clean his vehicles leaving the site The construction of this temporary facility may be included in the "Scope of Work" of the excavation or site Preparation Proposal Package, Review scope of work carefully

2 All vehicles shall be cleaned of all mud and debris before leaving the site Each Trade Contractor shall be responsible for providing whatever personnel may be required to perform the required vehicle cleaning throughout the progress of his work The wash-down area shall not be used for cleaning out of concrete mix trucks

3 Cleaning of concrete equipment shall be performed at locations designated by the Construction Manager Cleaning shall be conducted in such a manner as to prevent spillage of fluid or concrete to the ground or penetration of existing ground soil The responsible Trade Contractor shall remove from the site all residues accumulated from the cleaning operations of concrete equipment.

4 All trucks leaving the site with earthen materials or loose debris shall be loaded in a manner that will prevent dropping of materials on streets, and when necessary, shall have suitable coverings fastened over the load before they enter surrounding paved streets Trucks bringing earthen materials over paved streets to the site shall be similarly loaded and covered The Trade Contractor shall conform to all local regulations regarding load limits and be responsible for any costs due to failure to comply with the above

1 24 **REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

A Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection

B Remove underground installations to a minimum depth of 2 feet Grade site as indicated

C Clean and repair damage caused by installation or use of temporary work

D Restore existing and permanent facilities used during construction to original condition Restore permanent facilities used during construction to specified condition

END OF SECTION 01500

SECTION 01630 - SUBSTITUTIONS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 – GENERAL

1 1 SCOPE

A Comply with all requirements of the Contract Documents, including, but not limited to, specified sizes, dimensions, materials, finishes, products, manufacturers, suppliers, brands, processes, procedures, tolerances, sequences, etc

B If, for some reason, all the multiple requirements cannot be met and the Bidder/proposer wishes to request a substitution of products in place of those specified, the Bidder/proposer or Contractor may make a formal request to the Architect for consideration

C Substitution of products considered and accepted by the Owner and Architect will be included in addenda prior to the proposal date Request must be made at least ten (10) days prior to the proposal date to be included in addenda.

1 2 BIDDER/PROPOSER or CONTRACTOR

A By making requests for substitutions the Bidder/proposer represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified

B The Bidder/proposer represents that the Contractor will provide the same warranty for the substitute product that the Contractor would have provided for the specified product

C The Bidder/proposer certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign cost and waives all claims for additional costs related to the substitution that subsequently become apparent.

D The Bidder/proposer will coordinate the installation of the accepted substitute, make such changes as may be required for the Work to be completed in all respects

E The Bidder/proposer will notify the Architect of any space accommodations required by a substitution

F The Bidder/proposer will notify the Architect of any known disadvantage as compared to the specified item

G The Bidder/proposer will submit justifying data on which the Architect can base a decision

1.3 ARCHITECTS DUTIES AND RESPONSIBILITIES

A The Architect has no obligation to entertain any proposed substitution unless the Contract can not be fulfilled under the original requirements.

B The Architect will analyze only proposed substitutions that he perceives likely to benefit the Owner by lower costs, improved quality or saving time

1 4 PROPOSED SUBSTITUTIONS DURING PROPOSAL PERIOD

A Request must be submitted to the Architect in sufficient time before the proposal date to permit evaluation and notifying Bidder/proposers, if approved This time is a minimum of ten (10) day prior to proposal date

B Substitutions, if approved, will be by written Addenda to all Bidder/proposers No oral, telephonic, or other method will be used to acknowledge accepted substitutions If it is not in an addenda it is not acceptable to include it in a proposal

1 5 PROPOSED SUBSTITUTIONS AFTER CONTRACT AWARD

A Must be submitted so as not to interfere with the completion of the Work, and within 30 days after the Contract Date, except for emergencies

B Substitutions, if approved, will be by Change Order

1 6 VOLUNTARY ALTERNATE PROPOSAL SUBSTITUTIONS

A Will not be accepted Additions of such voluntary alternate proposals to the Proposal may make the proposal void

END OF SECTION 01630

North County Annex
AHU 1 & 2 Replacement

SECTION 01700 – CONTRACT CLOSEOUT

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following
  a Inspection procedures
  b Project record document submittal
  c Operation and maintenance manual submittal
  d Submittal of warranties.
  e Final cleaning.

B Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16

1 3 SUBSTANTIAL COMPLETION

A Preliminary Procedures Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request
  a. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete
  b Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  c Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities Include occupancy permits, operating certificates, and similar releases
  d Deliver tools, spare parts, extra materials, and similar items to location designated by Owner Label with manufacturer's name and model number where applicable
  e Make final changeover of permanent locks and deliver keys to Owner Advise Owner's personnel of changeover in security provisions
  f Complete startup testing of systems
  g. Submit test/adjust/balance records
  h Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements

B Inspection Procedures Submit a written request for inspection for Substantial Completion On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements The Engineer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued
  a. The Engineer will repeat inspection when requested and assured that the Work is

substantially complete

b Results of the completed inspection will form the basis of requirements for final acceptance

1 4 FINAL ACCEPTANCE

A Preliminary Procedures Before requesting final inspection for certification of final acceptance and final payment, complete the following List exceptions in the request

a Submit the final payment request with releases and supporting documentation not previously submitted and accepted Include insurance certificates for products and completed operations where required

b Submit an updated final statement, accounting for final additional changes to the Contract Sum

c Submit consent of surety to final payment

d Submit a final liquidated damages settlement statement, if applicable

B Inspection and Re-inspection Procedure

a. Submit a written request for final inspection for acceptance Submit a copy of the Punch List with item-by-item signed certification that each item has been completed Where work is not complete and cannot be completed expeditiously for reasons beyond Contractor control, list reasons why such work items are not complete

b The Engineer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer

c Upon completion of first re-inspection, if all deficiencies have been adequately corrected, the Engineer will prepare a certificate of final acceptance If the Work is incomplete, the Engineer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance

d If subsequent re-inspection(s) is necessary, the previous process will be repeated Contractor will reimburse Engineer at a rate of $120 per hour for all re-inspections, including travel time

1 5 RECORD DOCUMENT SUBMITTALS

A General Do not use record documents for construction purposes Protect record documents from deterioration and loss in a secure, fire-resistant location Provide access to record documents for the Engineer's reference during normal working hours

B Record Drawings Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown Mark which drawing is most capable of showing conditions fully and accurately Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings Give particular attention to concealed elements that would be difficult to measure and record at a later date

a Mark record sets with red erasable pencil Use other colors to distinguish between variations in separate categories of the Work.

b Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings
c Note related change-order numbers where applicable

C Maintenance Manuals Organize operation and maintenance data into suitable sets of manageable size Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm) , 3-ring, vinyl-covered binders, with pocket folders for folded sheet information Mark appropriate identification on front and spine of each binder Include the following types of information
a. Emergency instructions
b Spare parts list.
c Copies of warranties
d Wiring diagrams
e Inspection procedures
f Shop Drawings and Product Data

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION

3 1 CLOSEOUT PROCEDURES

A Operation and Maintenance Instructions Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures Include a detailed review of the following items
a. Maintenance manuals
b Record documents
c Spare parts and materials
d Tools
e Lubricants
f Fuels
g Identification systems
h Control sequences
i Hazards
j Cleaning
k Warranties and bonds
l Maintenance agreements and similar continuing commitments

B As part of instruction for operating equipment, demonstrate the following procedures
a. Startup
b Shutdown
c Emergency operations
d Noise and vibration adjustments
e Safety procedures
f Economy and efficiency adjustments
g Effective energy utilization

3 2 FINAL CLEANING

A General Provide final cleaning Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations

B Cleaning Employ experienced workers or professional cleaners for final cleaning Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program Comply with manufacturer's written instructions

a Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project

i Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances

ii Sweep paved areas broom clean Remove petrochemical spills, stains, and other foreign deposits

iii Rake grounds that are neither planted nor paved to a smooth, even-textured surface

iv Remove tools, construction equipment, machinery, and surplus material from Project site

v Remove snow and ice to provide safe access to building.

vi Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances Avoid disturbing natural weathering of exterior surfaces Restore reflective surfaces to their original condition

vii Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces

viii Sweep concrete floors broom clean in unoccupied spaces

ix Vacuum carpet and similar soft surfaces, removing debris and excess nap, shampoo if visible soil or stains remain

x Clean transparent materials, including mirrors and glass in doors and windows Remove glazing compounds and other noticeable, vision-obscuring materials Replace chipped or broken glass and other damaged transparent materials Polish mirrors and glass, taking care not to scratch surfaces.

xi Remove labels that are not permanent

xii Touch up and otherwise repair and restore marred, exposed finishes and surfaces Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

xiii Wipe surfaces of mechanical and electrical equipment, and similar equipment Remove excess lubrication, paint and mortar droppings, and other foreign substances

xiv Provide touch-up paint to scratched or marred surfaces Do not paint over "UL" and similar labels, including mechanical and electrical nameplates

xv Replace parts subject to unusual operating conditions

xvi Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure

xvii Replace disposable air filters and clean permanent air filters Clean exposed surfaces of diffusers, registers, and grills

xviii Clean ducts, blowers, and coils if units were operated without filters during construction

xix Clean light fixtures, lamps, globes, and reflectors to function with full efficiency Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures

xx Leave Project clean and ready for occupancy

C Comply with safety standards for cleaning Do not burn waste materials Do not bury debris or excess materials on Owner's property Do not discharge volatile, harmful, or dangerous materials into drainage systems Remove waste materials from Project site and dispose of lawfully

END OF SECTION 01700

SECTION 01710 – GUARANTEES & CERTIFICATES & CLOSE-OUT

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

1 1 SCOPE

A Contractor shall be responsible for and make good without extra charge any defects due to faults in labor or material on all parts of the Contract for one year (and longer where noted) after Substantial Completion of the Work as defined in the General Conditions

B Property not in the Contract but damaged due to defects, shall be repaired or replaced by the Contractor without extra charge

C When notified by the Owner or Architect that a defect exists and there is a doubt that the defect might be normal maintenance or a result of lack of normal maintenance, the Owner will send a representative with the Contractor's representative to determine responsibility Owner will not pay for such service calls if the defect is judged to be normal maintenance or a result of a lack of normal maintenance

D Neither the Final Certificate of Payment or payment of same, nor provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and upon written notice, he shall remedy any defects due thereto and pay all expenses for any damage to other Work resulting there from This guarantee of Work shall not relieve the Contractor of obligations of any Work not according to Plans and Specifications regardless of time of discovery

1 2 WARRANTY

A In addition to the General Contractor's one-year warranty, guarantees shall be submitted to the Architect in duplicate prior to application for final payment Unless specified otherwise in their respective sections, all guarantees shall be for a period of one year from the date of Substantial Completion as evidenced by the Architect's Certificate of Substantial Completion All guarantees shall include all labor, material and delivery costs required to correct defective material or installation Guarantees include but are not limited to
1 Built-up Roofing (20-year)
2 Custom Hollow Metal
3 Dampproofing and Waterproofing (2-year)
4 Sealants (2-year)

B Refer to Section 01630 for substitutions

1.3 SUBSTANTIAL COMPLETION AND CLOSE-OUT

A On or about the end of the project, the following items shall be performed in order to achieve Substantial Completion and project close-out
1 Contractor submits a thorough list of items to be completed or corrected (Punch List), along with a written request for Substantial Completion and inspection of the work
2 The Architect and Engineer will inspect the project utilizing the Contractor's prepared Punch List, noting completed or incomplete items, and prepare a supplemental list of items that have been omitted or incomplete items that were not previously noted The Architect's Project Representative, at his discretion, may attend and assist in the preparation of the Contractor's punch list

3 Contractor completes corrections, and Architect and Engineer re-inspect (with Owner) to establish Date of Substantial Completion Note· Any items remaining on date of Substantial Completion are appended to Certificate (AIA G-704)

4 After the Certificate of Substantial Completion has been executed by all parties, it is returned to the Architect Items on the appended Punch List are to be completed or corrected within the time limits established in the Certificate of Substantial Completion

5 Final Change Order executed (including allowance adjustments)

6 Contractor submits written notice that work is ready for final inspection and acceptance, and shall specifically note each item on the Punch List as being complete or the status of any incomplete item

7 Contractor submits Final Application for Payment and a Certificate of Compliance, which indicates the following
- a All Permit Numbers
- b Utility Release Dates
- c The building has been duly inspected and found to comply with all code requirements and ordinances
- d A Certificate of Occupancy has been issued

8 A-E (with Owner) make final inspection

9 Contractor submits additional final items
- a Consent of Surety to Final Payment (AIA G-707)
- b Contractor's Affidavit of Payment of Debts and Claims (AIA G-706)
- c Contractor's Affidavit of Release of Liens (AIA G-706A with contractors, subcontractors and suppliers separate releases)
- d General Contractor's Guarantee
- e Subcontractors' Guarantees
- f Maintenance and Instruction Manuals All manuals will contain an index listing the information submitted The index sections will be divided and identified by tabbing each section as listed in the index
- g Record Drawings (reproducible sepias)
- h Final List of Subcontractors (AIA G-805)
- i Affidavits from Contractor Subcontractors and suppliers stating that no asbestos products have been installed in this project
- j Furnish written warranties to the Owner including specific items in each product warranty stipulated for individual sections
- k Documents identified as "affidavit" must be notarized

10 Final Cleaning
- a The work area shall be thoroughly cleaned inside and outside Cleaning includes removal of smudges, marks, stains, fingerprints, soil, dirt, spots, dust, lint, and other foreign materials from finished and exposed surfaces
- b Remove all temporary facilities

B All close-out documents shall be submitted in three ring binders with index tabs, detailed Table of Contents and page numbers The close-out documents must be neatly organized and easily useable as determined by the Architect and Owner

C Final release of retainage will not be certified by the Architect until the Contractor completes all of the above mentioned requirements

D Terminal Inspection

1 Immediately prior to expiration of the one-year guarantee period, the Contractor shall make an inspection of the work in the company of the Architect and the Owner The Architect and the Owner shall be given not less than ten (10) days notice prior to the anticipated date of terminal inspection

2 Where any portion of the work has proven to be defective and requires replacement, repair or adjustment, the Contractor shall immediately provide materials and labor necessary to remedy such defective work, and shall execute such work without delay until completed to the satisfaction of the Architect and the Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period

3 The Contractor shall not be responsible for correction of work which has been damaged because of neglect or abuse by the Owner, nor the replacement of parts necessitated by normal wear in use

END OF SECTION 01710

SECTION 01730 – OPERATION AND MAINTENANCE DATA

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following
  a. Operation and maintenance documentation directory
  b Operation manuals for systems, subsystems, and equipment
  c Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.

1 3 DEFINITIONS

A System An organized collection of parts, equipment, or subsystems united by regular interaction
B Subsystem A portion of a system with characteristics similar to a system

1 4 SUBMITTALS

A Initial Submittal Submit draft copy of each manual at least 15 days before requesting inspection for Substantial Completion Include a complete operation and maintenance directory Engineer will return draft and mark whether general scope and content of manual are acceptable
B Final Submittal Submit 1 copy of each manual in final form at least 15 days before final inspection Engineer will return copy with comments within 15 days after final inspection
  a. Correct or modify each manual to comply with Engineer's comments Submit 2 copies of each corrected manual within 15 days of receipt of Engineer's comments

1 5 COORDINATION

A Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals

PART 2 -PRODUCTS

2 1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A Organization Include a section in the directory for each of the following

a. List of documents
b List of systems
c List of equipment.
d Table of contents

B List of Systems and Subsystems List systems alphabetically Include references to operation and maintenance manuals that contain information about each system

C List of Equipment List equipment for each system, organized alphabetically by system For pieces of equipment not part of system, list alphabetically in separate list

D Tables of Contents Include a table of contents for each emergency, operation and maintenance manual

E Identification In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems "

2 2 MANUALS, GENERAL

A Organization Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system Each manual shall contain the following materials, in the order listed

a. Title page
b Table of contents
c Manual contents

B Title Page Enclose title page in transparent plastic sleeve Include the following information

a Subject matter included in manual
b Name and address of Project
c Name and address of Owner
d Date of submittal
e Name, address, and telephone number of Contractor
f Name and address of Engineer
g Cross-reference to related systems in other operation and maintenance manuals

C Table of Contents List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual

a If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set

D Manual Contents Organize into sets of manageable size Arrange contents alphabetically by system, subsystem, and equipment If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder

a. Binders Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper, with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets

i If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system

ii Identify each binder on front and spine, with printed title "OPERATION

AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents Indicate volume number for multiple-volume sets

b Dividers Heavy-paper dividers with plastic-covered tabs for each section Mark each tab to indicate contents Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual

c Protective Plastic Sleeves Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.

d Supplementary Text Prepared on 8-1/2-by-11-inch white bond paper

e Drawings Attach reinforced, punched binder tabs on drawings and bind with text.

i If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts

ii If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations

2 3 OPERATION MANUALS

A Content In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information

a. System, subsystem, and equipment descriptions
b Performance and design criteria if Contractor is delegated design responsibility
c Operating standards
d Operating procedures
e Operating logs
f Wiring diagrams
g Control diagrams
h Precautions against improper use
i License requirements including inspection and renewal dates

B Descriptions Include the following

a Product name and model number
b Manufacturer's name
c Equipment identification with serial number of each component
d Equipment function
e Operating characteristics
f Limiting conditions
g Performance curves
h Engineering data and tests
i Complete nomenclature and number of replacement parts

C Operating Procedures Include the following, as applicable

a. Startup procedures
b Equipment or system break-in procedures
c Routine and normal operating instructions
d Regulation and control procedures
e Instructions on stopping
f Normal shutdown instructions
g Seasonal and weekend operating instructions
h Required sequences for electric or electronic systems
i Special operating instructions and procedures

D Systems and Equipment Controls Describe the sequence of operation, and diagram controls as installed

E Piped Systems Diagram piping as installed, and identify color-coding where required for identification

2 4 PRODUCT MAINTENANCE MANUAL

A Content Organize manual into a separate section for each product, material, and finish Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below

B Source Information List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual

C Product Information Include the following, as applicable
   a. Product name and model number
   b Manufacturer's name
   c Color, pattern, and texture
   d Material and chemical composition
   e Reordering information for specially manufactured products

D Maintenance Procedures Include manufacturer's written recommendations and the following
   a. Inspection procedures
   b Types of cleaning agents to be used and methods of cleaning.
   c List of cleaning agents and methods of cleaning detrimental to product
   d Schedule for routine cleaning and maintenance
   e Repair instructions

E Repair Materials and Sources Include lists of materials and local sources of materials and related services.

F Warranties and Bonds Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds
   a. Include procedures to follow and required notifications for warranty claims

2 5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A Content For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below

B Source Information List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual

C Manufacturers' Maintenance Documentation Manufacturers' maintenance documentation including the following information for each component part or piece of equipment
   a Standard printed maintenance instructions and bulletins
   b Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly
   c Identification and nomenclature of parts and components
   d List of items recommended to be stocked as spare parts

D Maintenance Procedures Include the following information and items that detail essential maintenance procedures
  a. Test and inspection instructions
  b Troubleshooting guide
  c Precautions against improper maintenance
  d Disassembly, component removal, repair, and replacement, and reassembly instructions
  e Aligning, adjusting, and checking instructions
  f Demonstration and training videotape, if available

E Maintenance and Service Schedules Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment
  a. Scheduled Maintenance and Service Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies
  b Maintenance and Service Record Include manufacturers' forms for recording maintenance

F Spare Parts List and Source Information Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services

G Warranties and Bonds Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds
  a Include procedures to follow and required notifications for warranty claims

PART 3 -EXECUTION

3 1 MANUAL PREPARATION

A Product Maintenance Manual Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B Operation and Maintenance Manuals Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system
  a. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system
  b Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel

C Manufacturers' Data. Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed Mark each sheet to identify each product or component incorporated into the Work If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents Identify data applicable to the Work and delete references to information not applicable
  a Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems

D Drawings Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence

and flow diagrams Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation

a Do not use original Project Record Documents as part of operation and maintenance manuals

b Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents "

E Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation

END OF SECTION 01730

North County Annex
AHU 1 & 2 Replacement

SECTION 01731 – CUTTING AND PATCHING

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes administrative and procedural requirements for cutting and patching.

1 3 DEFINITIONS

A Cutting Removal of existing construction necessary to permit installation or performance of other Work
B Patching Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1 4 QUALITY ASSURANCE

A Requirements for Structural Work Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio
  a Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements
    i Structural concrete
    ii Structural steel
    iii Lintels
    iv Structural decking.
B. Operational Limitations Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety
C Visual Requirements Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching Remove and replace construction cut and patched in a visually unsatisfactory manner

1 5 WARRANTY

A Existing Warranties Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 -PRODUCTS

2 1 MATERIALS, GENERAL

A Use materials identical to existing materials For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used Use materials whose installed performance will equal or surpass that of existing materials

B Plaster· Comply with ASTM C 842
  a Base Coat Ready-mixed, sand aggregate gypsum plaster base
  b Finish Coat Ready-mixed gypsum finish plaster

PART 3 -EXECUTION

3 1 INSPECTION

A Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding

3 2 PREPARATION

A Temporary Support Provide temporary support of work to be cut

B Protection Protect existing construction during cutting and patching to prevent damage Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations

C Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas

D Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them

3 3 PERFORMANCE

A General Surfaces, structures, equipment, walls, ceilings, or other elements which are left with holes, scratches, gashes, dents, or other damage as a result of work of this contract must be patched, regardless of whether specifically indicated in drawings or not

B General Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay
  a. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition

C Cutting Cut existing construction using methods least likely to damage elements retained or adjoining construction Where possible, review proposed procedures with the original Installer, comply with the original Installer's recommendations
  a. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces Temporarily cover openings when not in use
  b To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces

c Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill
d Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
e Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting Cut-off pipe or conduit in walls or partitions to be removed Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting

D Patching Patch with durable seams that are as invisible as possible Comply with specified tolerances
a. Where feasible, inspect and test patched areas to demonstrate integrity of the installation
b Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing
c Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space Provide an even surface of uniform color and appearance Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance
1 Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat
d Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance

E Plaster Installation Comply with manufacturer's instructions and install thickness and coats as indicated
a Unless otherwise indicated, provide 3-coat work.
b Finish gypsum plaster to match existing adjacent surfaces Sand lightly to remove trowel marks and arrises
c Cut, patch, point-up, and repair plaster to accommodate other construction

3 4 CLEANING

A Provide all necessary measures to protect flooring.
B Replace all ceiling tiles damaged during construction process with new ones to match existing
C Clean areas and spaces where cutting and patching are performed Completely remove paint, mortar, oils, putty, and similar items Thoroughly clean equipment, piping, conduit, and similar features before applying paint or other finishing materials Restore damaged pipe covering to its original condition

END OF SECTION 01731

North County Annex
AHU 1 & 2 Replacement

SECTION 01815 – TESTING, ADJUSTING, AND BALANCING (TAB)

CONDITIONS OF THE AGREEMENT, DIVISION 0, AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

1 25 SUBSTITUTION

A Refer to Section 01630 Substitutions for substitutions

1 26 SCOPE

A This section provides for testing, adjusting, and balancing of the mechanical system Testing, Adjusting and Balancing shall be performed in accordance with ASHRAE - 1991 HVAC Applications Chapter 34, Testing, Adjusting and Balancing

B The work shall be performed by a certified member of the Associated Air Balance Council (AABC)

1 3 SUBMITTALS

A Test Reports
1 Submit test report forms for review minimum 90 days prior to requesting final review by A/E
2 Furnish six individually bound copies of test data. Neatly type and arrange data. Include with the data the date tested, personnel present, weather conditions, nameplate record of test instrument and list all measurements taken, both prior to and after any corrections are made to the system Record all failures and corrective action taken to remedy incorrect situation
3 A/E will retain one copy Remaining copies will be returned for inclusion in operation and maintenance manuals Refer to Section 15052
4 Submit draft copies of report for review prior to final acceptance of project. Provide final copies for A/E and for inclusion in operating and maintenance manuals

B Include a set of reduced drawings with air outlets and equipment identified to correspond with data sheets and indicating thermostat locations

1 4 REFERENCES

A AABC - National Standards for Field Measurement and Instrumentation, Total System Balance

B ASHRAE - 1991 HVAC Applications Handbook Chapter 34, Testing, Adjusting and Balancing.

1 5 SYSTEM BALANCING

A Quality Assurance
1 Company specializing in the testing, adjusting and balancing of systems specified with a minimum of three years of documented experience and a member in good standing, certified to perform services, of the AABC Perform work under supervision of AABC Certified Test and Balance Engineer

2 Perform total system balance in accordance with AABC National Standards for Field Measurement and Instrumentation, Total System Balance

B General

1 Conform to the specifications which include, but are not limited to, the following
- a Air and water flows balanced to specified quantities
- b Temperature regulation verification by hourly readings for three consecutive eight-hour days
- c Three inspections within 90 days of occupancy for temperature verification
- d Opposite season adjustment of systems

C Submit reports on AABC National Standards for Total System Balance forms and include the following information

1 Title Page
- a Company name
- b Company address.
- c Company telephone number
- d Project name
- e Project location
- f Project A/E
- g Project Contractor
- h Project altitude

2 Air Moving Equipment
- a Location
- b Manufacturer
- c Model
- d Air flow, specified and actual
- e Return air flow, specified and actual
- f Outside air flow, specified and actual
- g Total static pressure (total external), specified and actual
- h Inlet pressure
- i Discharge pressure
- j Fan RPM

3 Fan Data
- a Location
- b Manufacturer
- c Model
- d Air flow, specified and actual
- e Total static pressure (total external), specified and actual
- f Inlet pressure
- g Discharge pressure
- h Fan RPM

4 Return Air/Outside Air Data
- a Identification/location
- b Design air flow
- c Actual air flow
- d Design return air flow
- e Actual return air flow
- f Design outside air flow
- g Actual outside air flow
- h Return air temperature
- i Outside air temperature
- j Required mixed air temperature

k Actual mixed air temperature
l Design outside/return air ratio
m Actual outside/return air ratio

5 Electric Motors
a Manufacturer
b HP/BHP
c Phase, voltage, amperage, nameplate, actual, no load
d RPM
e Service factor
f Starter size, rating, heater elements
g Exercise starters through its entire operating sequence

6 V-Belt Drive
a Identification/location
b Required driven RPM.
c Driven sheave, diameter and RPM
d Belt, size and quantity
e Motor sheave, diameter and RPM
f Center-to-center distance, maximum, minimum and actual

7 Duct Traverse
a System zone/branch
b Duct size
c Area.
d Design velocity
e Design air flow
f Test velocity
g Test air flow
h Duct static pressure
i Air temperature
j Air correction factor

8 Air Distribution Test Sheet
a. Air terminal number
b Room number/location
c Terminal type
d Terminal size
e Area factor (as tested in the field)
f Design velocity
g Design air flow
h Test (final) velocity
i Test (final) air flow
j Percent of design air flow

9 Pump Data
a. Identification/number
b Manufacturer
c Size/model
d Impeller
e Service
f Design flow rate, pressure drop, BHP
g Actual flow rate, pressure drop, BHP
h Discharge pressure.
i Suction pressure
j Total operating head pressure
k Shut off, discharge and suction pressure

North County Annex
AHU 1 & 2 Replacement

l Shut off total head pressure

10 Chemical Water Treatment Certify that chemical treatment systems are acceptable and meet requirements of local ordinances

11 Chillers
- a Identification/number
- b Manufacturer
- c Capacity
- d Model
- e Evaporator entering water temperature, design and actual
- f Evaporator leaving water temperature, design and actual
- g Evaporator pressure drop, design and actual
- h Evaporator water flow rate, design and actual
- i Condenser entering air temperature, design and actual

12 Cooling Coil Data
- a. Identification/number
- b Location
- c Service
- d. Manufacturer
- e Air flow, design and actual
- f Entering air DB temperature, design and actual
- g. Entering air WB temperature, design and actual
- h Leaving air DB temperature, design and actual
- i Leaving air WB temperature, design and actual
- j Water flow, design and actual
- k Water pressure drop, design and actual
- l Entering water temperature design and actual
- m Leaving water temperature, design and actual
- n Air pressure drop, design and actual

13 Heating Coil Data
- a Identification/number
- b Location
- c Service
- d Manufacturer
- e Air flow, design and actual
- f Water flow, design and actual
- g Water pressure drop, design and actual
- h Entering water temperature, design and actual
- i Leaving water temperature, design and actual
- j Entering air temperature, design and actual
- k Leaving air temperature, design and actual
- l Air pressure drop, design and actual

14 Sound Level Report
- a Location
- b Octave bands - equipment off
- c Octave bands - equipment on

15 Vibration Tests
- a. Location of Points
  - 1) Fan bearing, drive end
  - 2) Fan bearing, opposite end

3) Motor bearing, center (if applicable)
4) Motor bearing, drive end
5) Motor bearing, opposite end
6) Casing (bottom or top)
7) Casing (side)
8) Duct after flexible connection (discharge)
9) Duct after flexible connection (suction)

b Test Readings
1) Horizontal, velocity and displacement.
2) Vertical, velocity and displacement
3) Axial, velocity and displacement

c Normally acceptable readings, velocity and acceleration
d Unusual conditions at time of test
e Vibration source (if non-complying)

16 Duct Leak Test
a. Description of ductwork under test.
b Duct design operating pressure
c Duct design test static pressure
d Duct capacity, air flow
e Maximum allowable leakage duct capacity times leak factor
f Test Apparatus
1) Blower
2) Orifice, tube size
3) Orifice size
4) Calibrated

g Test static pressure
h Test orifice differential pressure
i Leakage

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3 1 PREPARATION

A Furnish proposed test procedures, recording forms, list of personnel and test equipment for A/E review

B Follow recommended procedures for testing as published by test equipment manufacturer

C Provide instruments required for testing, adjusting and balancing operations Make instruments available to A/E to facilitate spot checks during testing

D Provide any additional balancing devices required for complete system balancing

3 2 AIR DISTRIBUTION SYSTEM

A Installation Tolerances

1 Adjust air handling systems to scheduled values plus or minus 5 percent for supply systems and plus or minus 10 percent for return and exhaust systems

B Test Procedures

1 Adjust all new air handling and distribution systems to provide design supply, return, and exhaust air quantities
2 Make air quantity measurements in ducts by pitot tube traverse of entire cross sectional area of duct.
3 Measure air quantities at air inlets and outlets
4 Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise
5 Use volume control devices to regulate air quantities only to extent that adjustments do not create objectionable air motion or sound levels Control volume by internal duct devices such as dampers and splitters
6 Vary total system air quantities by adjustment of sheaves Provide drive changes required Vary branch air quantities by damper regulation
7 Provide system schematic with required and actual air quantities recorded at each outlet or inlet
8 Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan Make allowances for 50 percent loading of filters
9 Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions
10 Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage
11 Where modulating dampers are provided, take measurements and balance at extreme conditions
12 Measure building static pressure and adjust supply, return, and exhaust air systems to provide required relationship between each to maintain positive static pressure near the building entries to outside (not to exceed 0 05 inches)
13 Constant volume systems shall be tested as follows
   a. Test run fan/motor combinations, volume dampers and controls
   b Maximum Allowable Damper Leakage. 2 percent of design air flow at inlet static pressure
   c Set volume with damper operator attached to assembly allowing modulation from 100 percent of design cooling air flow to 100 percent design heating air flow
   d Check control sequence
   e Provide record data that represents actually measured, or observed condition
   f Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored Set and lock memory stops
   g After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified
   h Leave systems in proper working order, replace adjustable sheaves with permanent fixed position sheaves, replace belt guards, closing access doors, and restoring thermostats to specified settings
   i At final inspection, recheck random selections of data recorded in report Recheck points or areas as selected and witnessed by A/E
   j Check and adjust systems for opposite season performance approximately six months after final acceptance and submit report.

3 2 HYDRONIC SYSTEM BALANCING

A Adjust all new and existing water systems to provide required or design quantities

B Use calibrated metered fittings and pressure gauges to determine flow rates for system balance Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system

C Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.

D Balance system with automatic control valves fully open to heat transfer elements

E Adjust water distribution systems by means of balancing cocks, valves, and fittings Do not use service or shut-off valves for balancing unless indexed for balance point Adjust hydronic systems to plus or minus 10 percent of design conditions indicated

F Where available pump capacity is less than total flow requirements or individual system parts, full flow in one part may be simulated by temporary restriction of flow to other parts.

3 3 EQUIPMENT TESTS

A Record the following hot water coil performance data
1 Air entering/leaving, dry bulb temperatures
2 Water entering/leaving temperature

B Record the following cooling coil performance
1 Air entering/leaving, wet and dry bulb temperatures.
2 Water entering/leaving temperatures
3 Suction/liquid line temperatures

3 4 EQUIPMENT POWER READINGS

A Record the following information for each motor
1 Equipment designation.
2 Manufacturer
3 Unit model number and serial number
4 Motor nameplates horsepower; nameplate voltage, phase and full load amperes
5 Heater coil in starter
a Raising in amperes
b Manufacturer's recommendation
6 Motor RPM/driven equipment RPM
7 Power reading (voltage, amperes of all legs at motor terminals)

3 5 BOILERS

A Check for proper operation and with operation at near design conditions, record the following
1 Manufacturer model number, serial number and nameplate
2 Water flow in GPM, entering and leaving water temperature and water pressure drop in feet
3 Type of fuel and heating value
4 Rate of fuel consumption
5 Capacity in MBH

B Observe demonstration that all controls and safety devices are functioning properly Record observations

3 7 CHILLERS

A Balance flow of water through each evaporator to be within a range of 100 percent to 110 percent of design flow with all pumps operating With only one pump operating, the maximum flow shall not exceed the maximum tube velocity recommended by the manufacturer

B Observe demonstration that all safety interlocks and controls are functioning properly Record observations

C With each chiller operating at near design temperature conditions, measure and record the following
1 Manufacturer, model number, serial number, and all nameplate data
2 Evaporator water entering temperature, leaving temperature, pressure drop (ft.) and GPM
3 Evaporator refrigerant temperatures and pressures (using instruments furnished with the machine by the manufacturer)
4 Volts and amps for each phase
5 Power factor
6 Condenser air entering temperature and leaving temperature

END OF SECTION 01815

SECTION 15050 – BASIC MECHANICAL MATERIALS AND METHODS

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes the following basic mechanical materials and methods to complement other Division 15 Sections
  a. Piping materials and installation instructions common to most piping systems
  b Concrete base construction requirements
  c Escutcheons
  d Dielectric fittings
  e Flexible connectors
  f Mechanical sleeve seals
  g Equipment nameplate data requirements
  h Labeling and identifying mechanical systems and equipment is specified in Division 15 Section "Mechanical Identification "
  i Nonshrink grout for equipment installations
  j Field-fabricated metal and wood equipment supports
  k Installation requirements common to equipment specification sections
  l Mechanical demolition
  m Cutting and patching
  n Touchup painting and finishing
  o Mechanical identification
B Pipe and pipe fitting materials are specified in Division 15 piping system Sections

1 3 DEFINITIONS

A Finished Spaces Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels
B Exposed, Interior Installations Exposed to view indoors Examples include finished occupied spaces and mechanical equipment rooms
C Exposed, Exterior Installations Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions Examples include rooftop locations
D Concealed, Interior Installations Concealed from view and protected from physical contact by building occupants Examples include above ceilings and in duct shafts
E Concealed, Exterior Installations Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures Examples include installations within unheated shelters
F The following are industry abbreviations for plastic materials
  a. HDPE High Density Polyethylene plastic
  b CPVC Chlorinated polyvinyl chloride plastic
  c PE Polyethylene plastic
  d PVC Polyvinyl chloride plastic

G The following are industry abbreviations for rubber materials
  a. CR Chlorosulfonated polyethylene synthetic rubber
  b EPDM Ethylene propylene diene terpolymer rubber

1 4 QUALITY ASSURANCE

A Comply with ASME A13 1 for lettering size, length of color field, colors, and viewing angles of identification devices
B Equipment Selection Equipment of higher electrical characteristics, physical dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. Additional costs shall be approved in advance by appropriate Contract Modification for these increases If minimum energy ratings or efficiencies of equipment are specified, equipment must meet design and commissioning requirements.

1 5 DELIVERY, STORAGE, AND HANDLING

A Deliver pipes and tubes with factory-applied end caps Maintain end caps through shipping, storage, and handling to prevent pipe end damage and prevent entrance of dirt, debris, and moisture
B Protect stored pipes and tubes from moisture and dirt Elevate above grade Do not exceed structural capacity of floor, if stored inside
C Protect flanges, fittings, and piping specialties from moisture and dirt
D Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1 6 SEQUENCING AND SCHEDULING

A Coordinate mechanical equipment installation with other building components
B Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction to allow for mechanical installations
C Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components, as they are constructed.
D Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work
E Coordinate installation of identifying devices after completing covering and painting, if devices are applied to surfaces Install identifying devices before installing acoustical ceilings and similar concealment

PART 2 -PRODUCTS

2 1 PIPE AND PIPE FITTINGS

A Refer to individual Division 15 piping Sections for pipe and fitting materials and joining methods
B Pipe Threads ASME B1 20 1 for factory-threaded pipe and pipe fittings

2 2 JOINING MATERIALS

A Refer to individual Division 15 piping Sections for special joining materials not listed below
B Pipe-Flange Gasket Materials Suitable for chemical and thermal conditions of piping system contents
  a ASME B16 21, nonmetallic, flat, asbestos-free, 1/8-inch (3 2-mm) maximum thickness, unless thickness or specific material is indicated
    i Full-Face Type For flat-face, Class 125, cast-iron and cast-bronze flanges
    ii Narrow-Face Type For raised-face, Class 250, cast-iron and steel flanges
  b AWWA C110, rubber, flat face, 1/8 inch (3 2 mm) thick, unless otherwise indicated, and full-face or ring type, unless otherwise indicated.
C Flange Bolts and Nuts ASME B18 2 1, carbon steel, unless otherwise indicated
D Plastic, Pipe-Flange Gasket, Bolts, and Nuts Type and material recommended by piping system manufacturer, unless otherwise indicated.
E Solder Filler Metals ASTM B 32
  a. Alloy Sn95 or Alloy Sn94 Approximately 95 percent tin and 5 percent silver, with 0 10 percent lead content
  b Alloy E Approximately 95 percent tin and 5 percent copper, with 0 10 percent maximum lead content
  c Alloy HA Tin-antimony-silver-copper zinc, with 0 10 percent maximum lead content
  d Alloy HB Tin-antimony-silver-copper nickel, with 0 10 percent maximum lead content
  e Alloy Sb5 95 percent tin and 5 percent antimony, with 0 20 percent maximum lead content
F Brazing Filler Metals AWS A5 8
  a BCuP Series Copper-phosphorus alloys
  b BAg1 Silver alloy
G Welding Filler Metals Comply with AWS D10 12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded
H Solvent Cements Manufacturer's standard solvent cements for the following
  a ABS Piping ASTM D 2235
  b CPVC Piping ASTM F 493
  c PVC Piping ASTM D 2564 Include primer according to ASTM F 656
  d PVC to ABS Piping Transition ASTM D 3138
I Plastic Pipe Seals ASTM F 477, elastomeric gasket
J Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts AWWA C110, rubber gasket, carbon-steel bolts and nuts

2 3 DIELECTRIC FITTINGS

A General Assembly or fitting with insulating material isolating joined dissimilar metals, to prevent galvanic action and stop corrosion
B Description Combination of copper alloy and ferrous, threaded, solder, plain, and weld-neck end types and matching piping system materials.
C Insulating Material Suitable for system fluid, pressure, and temperature
D Dielectric Unions Factory-fabricated, union assembly, for 125-psig minimum working pressure at 180 deg F
E Dielectric Flanges Factory-fabricated, companion-flange assembly, for 150-or 300-psig (1035-or 2070-kPa) minimum working pressure as required to suit system pressures
F Dielectric-Flange Insulation Kits Field-assembled, companion-flange assembly, full-face or

ring type Components include neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers
  a. Provide separate companion flanges and steel bolts and nuts for 150-or 300-psig (1035or 2070-kPa) minimum working pressure as required to suit system pressures

G Dielectric Couplings Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining, threaded ends, and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C)

H Dielectric Nipples Electroplated steel nipple with inert and noncorrosive, thermoplastic lining, plain, threaded, or grooved ends, and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C)

2 4 MECHANICAL SLEEVE SEALS

A Description Modular design, with interlocking rubber links shaped to continuously fill annular space between pipe and sleeve Include connecting bolts and pressure plates

2 5 PIPING SPECIALTIES

A Sleeves The following materials are for wall, floor, slab, and roof penetrations
  a. For slab penetrations PVC Pipe ASTM D 1785, Schedule 40
  b For wall penetrations Steel Pipe ASTM A 53, Type E, Grade A, Schedule 40, galvanized, plain ends

B Escutcheons Manufactured wall, ceiling, and floor plates, deep-pattern type if required to conceal protruding fittings and sleeves
  a. ID Closely fit around pipe, tube, and insulation of insulated piping.
  b OD Completely cover opening.
  c Stamped Steel Split plate, with concealed hinge, set screw, and chrome-plated finish

2 6 GROUT

A Non-shrink, Nonmetallic Grout ASTM C 1107, Grade B
  a. Characteristics Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, non-corrosive, nongaseous, and recommended for interior and exterior applications
  b Design Mix 5000-psig (34 5-MPa) , 28-day compressive strength
  c Packaging Premixed and factory packaged

2 7 MECHANICAL IDENTIFICATION

A Equipment Nameplates Metal permanently fastened to equipment with data engraved or stamped
  a Data Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.
  b Location Accessible and visible
  c Nameplates with typed lettering subject to fading will not be accepted

B Lettering Manufacturer's standard preprinted captions

C Access Panel Markers 1/16-inch-(2-mm-) thick, engraved plastic-laminate markers, with abbreviated terms and numbers corresponding to concealed valve Provide 1/8-inch (3-mm) center hole for attachment

D Engraved Plastic-Laminate Signs ASTM D 709, Type I, cellulose, paper-base, phenolic-

resinlaminate engraving stock, Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated Fabricate in sizes required for message Provide holes for mechanical fastening

a Engraving Engraver's standard letter style, of sizes and with terms to match equipment identification
b Thickness 1/16 inch (2 mm) , unless otherwise indicated
c Fasteners Self-tapping, stainless-steel screws or contact-type, permanent adhesive

E Lettering and Graphics Coordinate names, abbreviations, and other designations used in mechanical identification with corresponding designations indicated Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of mechanical systems and equipment

PART 3 -EXECUTION

3 1 PIPING SYSTEMS -COMMON REQUIREMENTS

A General Install piping as described below, unless piping Sections specify otherwise Individual Division 15 piping Sections specify unique piping installation requirements
B General Locations and Arrangements Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations Install piping as indicated, unless deviations to layout are approved on Coordination Drawings
C Install piping at indicated slope
D Install components with pressure rating equal to or greater than system operating pressure
F Install piping in concealed interior and exterior locations, except in equipment rooms and service areas
F Install piping free of sags and bends, and with a minimum of elbows
G Install exposed interior and exterior piping at right angles or parallel to building walls Diagonal runs are prohibited, unless otherwise indicated
H Install piping tight to slabs, beams, joists, columns, walls, and other building elements Allow sufficient space above removable ceiling panels to allow for ceiling panel removal
I Install piping to allow application of insulation plus 1-inch (25-mm) clearance around insulation
J Locate groups of pipes parallel to each other, spaced to permit valve servicing.
K Install fittings for changes in direction and branch connections
L Install couplings according to manufacturer's written instructions
M Install pipe escutcheons for pipe penetrations of concrete and masonry walls, wall board partitions, and suspended ceilings according to the following

a Insulated and uninsulated Piping Wall Escutcheons Cast brass or stamped steel, with set screw

N Install sleeves for pipes passing through future concrete floor slabs

a. Install sleeves large enough to provide 1/4-inch (6 4-mm) annular clear space between sleeve and pipe or pipe insulation
b Use the following sleeve materials
i PVC Pipe Sleeves For pipes smaller than 6-inch NPS (DN150)

O Aboveground, Exterior-Wall, Pipe Penetrations Seal penetrations using sleeves and mechanical sleeve seals Size sleeve for 1-inch (25-mm) annular clear space between pipe

and sleeve for installing mechanical sleeve seals

a Install steel pipe for sleeves smaller than 6 inches (150 mm) in diameter

b Assemble and install mechanical sleeve seals according to manufacturer's written instructions Tighten bolts that cause rubber sealing elements to expand and make watertight seal

P Fire-Barrier Penetrations Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations Seal pipe penetrations with firestopping materials Refer to Division 7 Section "Firestopping" for materials

Q Verify final equipment locations for roughing-in

R Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements

S Piping Joint Construction Join pipe and fittings as follows and as specifically required in individual piping specification Sections

a Ream ends of pipes and tubes and remove burrs Bevel plain ends of steel pipe

b Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly

c Soldered Joints Construct joints according to AWS's "Soldering Manual," Chapter "The Soldering of Pipe and Tube", or CDA's "Copper Tube Handbook "

d Brazed Joints Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube "

e Threaded Joints Thread pipe with tapered pipe threads according to ASME B1 20 1 Cut threads full and clean using sharp dies Ream threaded pipe ends to remove burrs and restore full ID Join pipe fittings and valves as follows

i Note internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.

ii Apply appropriate tape or thread compound to external pipe threads, unless dry seal threading is specified

iii Align threads at point of assembly

iv Tighten joint with wrench Apply wrench to valve end into which pipe is being threaded

v Damaged Threads Do not use pipe or pipe fittings with threads that are corroded or damaged Do not use pipe sections that have cracked or open welds

f Welded Joints Construct joints according to AWS D10 12, "Recommended Practices and Procedures for Welding Low Carbon Steel Pipe," using qualified processes and welding operators according to "Quality Assurance" Article

g Flanged Joints Align flange surfaces parallel Select appropriate gasket material, size, type, and thickness for service application Install gasket concentrically positioned Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible Use suitable lubricants on bolt threads Tighten bolts gradually and uniformly using torque wrench

T Piping Connections Make connections according to the following, unless otherwise indicated

a. Install unions, in piping 2-inch NPS (DN50) and smaller, adjacent to each valve and at final connection to each piece of equipment with 2-inch NPS (DN50) or smaller threaded pipe connection

b Install flanges, in piping 2-1/2-inch NPS (DN65) and larger, adjacent to flanged valves and at final connection to each piece of equipment with flanged pipe connection

c Wet Piping Systems Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals

3 2 EQUIPMENT INSTALLATION -COMMON REQUIREMENTS

A Install equipment to provide maximum possible headroom, if mounting heights are not indicated
B Install equipment according to approved submittal data Portions of the Work are shown only in diagrammatic form Refer conflicts to Architect
C Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated
D Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components Connect equipment for ease of disconnecting, with minimum interference to other installations Extend grease fittings to accessible locations
E Install equipment giving right of way to piping installed at required slope
F Install flexible connectors on equipment side of shutoff valves, horizontally and parallel to equipment shafts if possible

3 3 PAINTING AND FINISHING

A Apply paint to exposed piping according to the following, unless otherwise indicated
  a. Interior, Ferrous Piping Use semi-gloss, acrylic-enamel finish Include finish coat over enamel undercoat and primer
  b Interior, Galvanized-Steel Piping Use semigloss, acrylic-enamel finish Include two finish coats over galvanized metal primer
  c Interior, Ferrous Supports Use semi-gloss, acrylic-enamel finish Include finish coat over enamel undercoat and primer
  d Exterior, Ferrous Piping Use semi-gloss, acrylic-enamel finish Include two finish coats over rust-inhibitive metal primer
  e Exterior, Galvanized-Steel Piping Use semi-gloss, acrylic-enamel finish Include two finish coats over galvanized metal primer
  f Exterior, Ferrous Supports Use semi-gloss, acrylic-enamel finish Include two finish coats over rust-inhibitive metal primer
B Do not paint piping specialties with factory-applied finish
C Damage and Touchup Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish

3 4 CONCRETE BASES

A Concrete Bases Anchor equipment to concrete base according to equipment manufacturer's written instructions
  a. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger in both directions than supported unit.
  b Install dowel rods to connect concrete base to concrete floor Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of the base
  c Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor
  d Place and secure anchorage devices Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded
  e Install anchor bolts to elevations required for proper attachment to supported

equipment
f Install anchor bolts according to anchor-bolt manufacturer's written instructions
g. Use 3000-psi , 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "[Cast-in-Place Concrete] [Cast-in-Place Concrete (Limited Applications)] "
h Chamfer exterior corners and edges of permanently exposed concrete

3 5 ERECTION OF METAL SUPPORTS AND ANCHORAGE

A Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment
B Field Welding. Comply with AWS D1 1, "Structural Welding Code–Steel "

3 6 DEMOLITION

A If pipe, ductwork, insulation, or equipment to remain is damaged or disturbed, remove damaged portions and install new products of equal capacity and quality
B Accessible Work. Remove indicated exposed pipe and ductwork in its entirety
C Work Abandoned in Place Cut and remove underground pipe a minimum of 2 inches (50 mm) beyond face of adjacent construction Cap and patch surface to match existing finish
D Removal Remove indicated equipment from Project site
E Temporary Disconnection Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation

3 7 CUTTING AND PATCHING

A Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations Perform cutting by skilled mechanics of trades involved
B Repair cut surfaces to match adjacent surfaces

3 8 GROUTING

A Install nonmetallic, non-shrink, grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors Mix grout according to manufacturer's written instructions
B Clean surfaces that will come into contact with grout
C Provide forms as required for placement of grout
D Avoid air entrapment during placing of grout
F Place grout, completely filling equipment bases
F Place grout on concrete bases to provide smooth bearing surface for equipment
G Place grout around anchors
H Cure placed grout according to manufacturer's written instructions

3 9 EQUIPMENT IDENTIFICATION

A Install and permanently fasten equipment nameplates on each major item of mechanical equipment that does not have nameplate or has nameplate that is damaged or located where not easily visible Locate nameplates where accessible and visible
B Install equipment markers with permanent adhesive on or near each major item of mechanical equipment Data required for markers may be included on signs, and markers may be omitted if both are indicated

a Letter Size Minimum 1 inch Include secondary lettering one-half the size of principal lettering
b Locate markers where accessible and readily visible

C Install access panel markers with screws on equipment access panels

D Install identification markers, at a minimum, on the following items
a. Air Handler Units
b Switches

END OF SECTION 15050

SECTION 15060 – HANGERS AND SUPPORTS

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes the following hangers and supports for mechanical system piping and equipment
  a. Steel pipe hangers and supports
  b Trapeze pipe hangers
  c Metal framing systems
  d Thermal-hanger shield inserts
  e Fastener systems.

1 3 DEFINITIONS

A MSS Manufacturers Standardization Society for the Valve and Fittings Industry
B Terminology As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports "

1 4 SUBMITTALS

A Product Data For each type of pipe hanger, channel support system component, and thermal-hanger shield insert indicated

PART 2 -PRODUCTS

2 1 MANUFACTURED UNITS

2 2 STEEL PIPE HANGERS AND SUPPORTS

A Description MSS SP-58 Types 1 through 58, factory-fabricated components Refer to Part 3 "Hanger and Support Applications" Article for where to use specific hanger and support types
B Manufacturers
  a AAA Technology & Specialties Co , Inc
  b Bergen-Power Pipe Supports
  c B-Line Systems, Inc , a division of Cooper Industries
  d Carpenter & Paterson, Inc
  e Empire Industries, Inc
  f ERICO/Michigan Hanger Co

g. Globe Pipe Hanger Products, Inc
h Grinnell Corp
i GS Metals Corp
j National Pipe Hanger Corporation
k PHD Manufacturing, Inc
l PHS Industries, Inc
m Piping Technology & Products, Inc
n Tolco Inc

C Galvanized, Metallic Coatings Pregalvanized or hot dipped.
D Nonmetallic Coatings Plastic coating, jacket, or liner
E Padded Hangers Hanger with fiberglass or other pipe insulation pad or cushion for support of bearing surface of piping

2 3 TRAPEZE PIPE HANGERS

A Description MSS SP-69, Type 59, shop-or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U-bolts

2 4 METAL FRAMING SYSTEMS

A Description MFMA-3, shop-or field-fabricated pipe-support assembly made of steel channels and other components
B Manufacturers
a. B-Line Systems, Inc , a division of Cooper Industries
b ERICO/Michigan Hanger Co , ERISTRUT Div
c GS Metals Corp
d Power-Strut Div , Tyco International, Ltd
e Thomas & Betts Corporation.
f Tolco Inc
g Unistrut Corp , Tyco International, Ltd
C Coatings Manufacturer's standard finish, unless bare metal surfaces are indicated
D Nonmetallic Coatings Plastic coating, jacket, or liner

2 5 THERMAL HANGER SHIELD INSERTS

A 100-psi (690-kPa) minimum compressive-strength insulation, encased in sheet metal shield
a. Material for Cold Piping ASTM C 552, Type I cellular glass or water-repellent-treated, ASTM C 533, Type I calcium silicate with vapor barrier
b For Clevis or Band Hanger Insert and shield cover lower 180 degrees of pipe
c Insert Length Extend 2 inches (50 mm) beyond sheet metal shield for piping operating below ambient air temperature
B Manufacturers
a. Carpenter & Paterson, Inc
b ERICO/Michigan Hanger Co
c PHS Industries, Inc
d Pipe Shields, Inc
e Rilco Manufacturing Company, Inc
f Value Engineered Products, Inc

2 6 FASTENER SYSTEMS

A Mechanical-Expansion Anchors Insert-wedge-type stainless steel, for use in hardened Portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used
  a Manufacturers
    i B-Line Systems, Inc , a division of Cooper Industries
    ii Empire Industries, Inc
    iii Hilti, Inc
    iv ITW Ramset/Red Head
    v MKT Fastening, LLC
    vi Powers Fasteners

2 7 MISCELLANEOUS MATERIALS

A Structural Steel ASTM A 36/A 36M, steel plates, shapes, and bars, black and galvanized
B Grout ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, non-shrink and nonmetallic grout, suitable for interior and exterior applications
  a. Properties Non-staining, non-corrosive, and non-gaseous
  b Design Mix 5000-psi (34 5-MPa), 28-day compressive strength

2 8 PAINTING

A Prepare and paint for corrosion protection all exterior metal supports and products

PART 3 -EXECUTION

3 1 HANGER AND SUPPORT APPLICATIONS

A Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Specification Sections
B Horizontal-Piping Hangers and Supports Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types
  a. Adjustable Steel Clevis Hangers (MSS Type 1) For suspension of non-insulated or insulated stationary pipes, NPS 1/2 to NPS 30
  b Pipe Saddle Supports (MSS Type 36) For support of pipes, NPS 4 to NPS 36 (DN100 to DN900) , with steel pipe base stanchion support and cast-iron floor flange
  c Adjustable Roller Hangers (MSS Type 43) For suspension of pipes, NPS 2-1/2 to NPS 20 (DN65 to DN500) , from single rod if horizontal movement caused by expansion and contraction might occur
  d Complete Pipe Rolls (MSS Type 44) For support of pipes, NPS 2 to NPS 42 (DN50 to DN1050) , if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary
  e Pipe Roll and Plate Units (MSS Type 45) For support of pipes, NPS 2 to NPS 24 (DN50 to DN600) , if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary
  f Adjustable Pipe Roll and Base Units (MSS Type 46) For support of pipes, NPS 2 to NPS 30 (DN50 to DN750) , if vertical and lateral adjustment during installation

might be required in addition to expansion and contraction

C Hanger-Rod Attachments Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types
  a. Steel Turnbuckles (MSS Type 13) For adjustment up to 6 inches (150 mm) for heavy loads
  b Steel Clevises (MSS Type 14) For 120 to 450 deg F (49 to 232 deg C) piping installations
  c Swivel Turnbuckles (MSS Type 15) For use with MSS Type 11, split pipe rings
  d Malleable-Iron Sockets (MSS Type 16) For attaching hanger rods to various types of building attachments.
  e Steel Weldless Eye Nuts (MSS Type 17) For 120 to 450 deg F (49 to 232 deg C) piping installations

D Saddles and Shields Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types
  a. Steel Pipe-Covering Protection Saddles (MSS Type 39) To fill interior voids with insulation that matches adjoining insulation
  b Protection Shields (MSS Type 40) Of length recommended by manufacturer to prevent crushing insulation
  c Thermal-Hanger Shield Inserts For supporting insulated pipe, 360-degree insert of high-density, 100-psi (690-kPa) minimum compressive-strength, water-repellent-treated calcium silicate or cellular-glass pipe insulation, same thickness as adjoining insulation with vapor barrier and encased in 360-degree sheet metal shield

3 2 HANGER AND SUPPORT INSTALLATION

A Pipe Hanger and Support Installation Comply with MSS SP-69 and MSS SP-89 Install hangers, supports, clamps, and attachments as required to properly support piping from building structure

B Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories

C Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units

D Load Distribution Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment

E Pipe Slopes Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31 9, "Building Services Piping," is not exceeded

F Insulated Piping Comply with the following
  a Attach clamps and spacers to piping
    i Piping Operating above Ambient Air Temperature Clamp may project through insulation
    ii Piping Operating below Ambient Air Temperature Use thermal-hanger shield insert with clamp sized to match OD of insert
    iii Do not exceed pipe stress limits according to ASME B31 9
  b Install MSS SP-58, Type 39 protection saddles, if insulation without vapor barrier is indicated Fill interior voids with insulation that matches adjoining insulation
    i Option Thermal-hanger shield inserts may be used Include steel weight-distribution plate for pipe NPS 4 (DN100) and larger if pipe is installed on rollers.
  c Install MSS SP-58, Type 40 protective shields on cold piping with vapor barrier Shields shall span arc of 180 degrees

i Option Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 (DN100) and larger if pipe is installed on rollers

d Shield Dimensions for Pipe Not less than the following.

i NPS 1/4 to NPS 3-1/2 (DN8 to DN90) 12 inches (305 mm) long and 0 048 inch (1 22 mm) thick

e Insert Material Length at least as long as protective shield

f Thermal-Hanger Shields Install with insulation same thickness as piping insulation

3 3 ADJUSTING

A Hanger Adjustment Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe

END OF SECTION 15060

North County Annex
AHU 1 & 2 Replacement

SECTION 15075 – MECHANICAL IDENTIFICATION

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes mechanical identification materials and devices

1 3 QUALITY ASSURANCE

A Comply with ASME A13 1, "Scheme for the Identification of Piping Systems" for lettering size, length of color field, colors, and viewing angles of identification devices

PART 2 -PRODUCTS

2 1 IDENTIFYING DEVICES AND LABELS

A General Products specified are for applications referenced in other Division 15 Sections If more than single type is specified for listed applications, selection is Installer's option
B Equipment Nameplates Metal permanently fastened to equipment with data engraved or stamped
  a. Data. Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data
  b Location Accessible and visible
C Pressure-Sensitive Pipe Markers Manufacturer's standard preprinted, color-coded, pressure-sensitive, vinyl type with permanent adhesive
D Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm) Full-band pipe markers, extending 360 degrees around pipe at each location
E Lettering Manufacturer's standard preprinted captions
F Lettering Use piping system terms indicated and abbreviate only as necessary for each application length
  a. Arrows Either integrally with piping system service lettering, to accommodate both directions, or as separate unit, on each pipe marker to indicate direction of flow
G Access Panel Markers 1/16-inch-(2-mm-) thick, engraved plastic-laminate markers, with abbreviated terms and numbers corresponding to concealed valve Provide 1/8-inch (3-mm) center hole for attachment
H Engraved Plastic-Laminate Signs ASTM D 709, Type I, cellulose, paper-base, phenolic-resinlaminate engraving stock, Grade ES-2 black surface, black phenolic core, with white melamine subcore, unless otherwise indicated Fabricate in sizes required for message Provide holes for mechanical fastening.
  a Engraving Engraver's standard letter style, of sizes and with terms to match equipment identification.

b Thickness 1/16 inch (2 mm) , unless otherwise indicated
c Fasteners Self-tapping, stainless-steel screws or contact-type, permanent adhesive

I Plastic Equipment Markers Manufacturer's standard laminated plastic, in the following color codes
a Green Cooling equipment and components
b Red Heating equipment and components
c Terminology Match schedules as closely as possible Include the following
i Name and plan number
d Size 2-1/2 x 4 inches for equipment

J Lettering and Graphics Coordinate names, abbreviations, and other designations used in mechanical identification with corresponding designations indicated Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of mechanical systems and equipment.

PART 3 -EXECUTION

3 1 LABELING AND IDENTIFYING PIPING SYSTEMS

A Install pipe markers on each system Include arrows showing normal direction of flow
B Marker Type Plastic markers, with application systems Install on pipe insulation segment where required for hot, non-insulated pipes
C Fasten markers on pipes and insulated pipes smaller than 6 inches (150 mm) OD by one of following methods
a. Snap-on application of pre-tensioned, semi-rigid plastic pipe marker
b Adhesive lap joint in pipe marker overlap
c Laminated or bonded application of pipe marker to pipe or insulation
d Taped to pipe or insulation with color-coded plastic adhesive tape, not less than 3/4 inch (20 mm) wide, lapped a minimum of 1-1/2 inches (40 mm) at both ends of pipe marker, and covering full circumference of pipe
D Fasten markers on pipes and insulated pipes 6 inches (150 mm) in diameter and larger by one of following methods
a. Laminated or bonded application of pipe marker to pipe or insulation
b Taped to pipe or insulation with color-coded plastic adhesive tape, not less than 1-1/2 inches (40 mm) wide, lapped a minimum of 3 inches (75 mm) at both ends of pipe marker, and covering full circumference of pipe
c Strapped to pipe or insulation with manufacturer's standard stainless-steel bands
E Locate pipe markers and color bands where piping is exposed in finished spaces, machine rooms Spaced at a maximum of 20-foot (15-m) intervals along each run

3 2 EQUIPMENT SIGNS AND MARKERS

A Install engraved plastic-laminate signs or equipment markers on or near each major item of mechanical equipment Include signs for the following general categories of equipment

3 3 ADJUSTING AND CLEANING

A Relocate mechanical identification materials and devices that have become visually blocked by work of this or other Divisions
B Clean faces of identification devices and glass frames of valve charts

3 4 SCHEDULE

A At a minimum, install identification markers on the following items:
- a Air handler
- b Switches
- c Hot water piping
- d Chilled water piping.
- e Outside air duct
- f Hot and Cold Duct
- g. Condensate piping.
- h Expansion tanks

END OF SECTION 15075

North County Annex
AHU 1 & 2 Replacement

SECTION 15083 – PIPE INSULATION

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes preformed, rigid and flexible pipe insulation, insulating cements, field-applied jackets, accessories and attachments, and sealing compounds

1 3 SUBMITTALS

A Product Data Identify thermal conductivity, thickness, and jackets (both factory and field applied, if any), for each type of product indicated

1 4 QUALITY ASSURANCE

A Installer Qualifications Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the U S Department of Labor, Bureau of Apprenticeship and Training
B Fire-Test-Response Characteristics As determined by testing materials identical to those specified in this Section according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction Factory label insulation and jacket materials and sealer and cement material containers with appropriate markings of applicable testing and inspecting agency
   a. Insulation Installed Indoors Flame-spread rating of 25 or less, and smoke-developed rating of 50 or less
   b Insulation Installed Outdoors Flame-spread rating of 75 or less, and smoke-developed rating of 150 or less

1 5 DELIVERY, STORAGE, AND HANDLING

A Packaging Ship insulation materials in containers marked by manufacturer with appropriate ASTM specification designation, type and grade, and maximum use temperature

1 6 COORDINATION

A Coordinate size and location of supports, hangers, and insulation shields specified in Division 15 Section "Hangers and Supports "
B Coordinate clearance requirements with piping Installer for insulation application
C Coordinate installation and testing of steam or electric heat tracing

1 7 SCHEDULING

A Schedule insulation application after testing piping systems

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A Available Manufacturers Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following
  a Mineral-Fiber Insulation
    i CertainTeed Manson
    ii Knauf FiberGlass GmbH
    iii Owens-Corning Fiberglas Corp
    iv Schuller International, Inc
  b Cellular-Glass Insulation
    i Pittsburgh-Corning Corp
  c Flexible Elastomeric Thermal Insulation
    i Armstrong World Industries, Inc
    ii Rubatex Corp
  d Closed-Cell Phenolic-Foam Insulation
    i Kooltherm Insulation Products, Ltd

2 2 INSULATION MATERIALS

A No mineral-fiber insulation will be allowed for use on any chilled water piping systems
B Cellular-Glass Insulation Inorganic, foamed or cellulated glass, annealed, rigid, hermetically sealed cells, incombustible
  a. Preformed Pipe Insulation, without Jacket Comply with ASTM C 552, Type II Class 1
  b Preformed Pipe Insulation, with Jacket Comply with ASTM C 552, Type II, Class 2
C Closed-Cell Phenolic-Foam Insulation Preformed pipe insulation of rigid, expanded, closed-cell structure Comply with ASTM C 1126, Type III, Grade 1
D Flexible Elastomeric Thermal Insulation Closed-cell, sponge-or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials
  a. Adhesive As recommended by insulation material manufacturer
  b Ultraviolet-Protective Coating. As recommended by insulation manufacturer
E Prefabricated Thermal Insulating Fitting Covers Comply with ASTM C 450 for dimensions used in preforming insulation to cover valves, elbows, tees, and flanges

2 3 FIELD-APPLIED JACKETS

A General ASTM C 921, Type I, unless otherwise indicated
B Foil and Paper Jacket Laminated, glass-fiber-reinforced, flame-retardant kraft paper and aluminum foil.
C Heavy PVC Fitting Covers Factory-fabricated fitting covers manufactured from 30-mil-(0 75mm-) thick, high-impact, ultraviolet-resistant PVC
  a. Shapes 45-and 90-degree, short-and long-radius elbows, tees, valves, flanges, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply

covers for lavatories for the disabled
b Adhesive As recommended by insulation material manufacturer

D Aluminum Jacket Aluminum roll stock, ready for shop or field cutting and forming to indicated sizes Comply with ASTM B 209 (ASTM B 209M), 3003 alloy, H-14 temper
a Finish and Thickness Smooth finish, 0 010 inch (0 25 mm) thick.
b Moisture Barrier 1-mil-(0 025-mm-) thick, heat-bonded polyethylene and kraft paper
c Elbows Preformed, 45-and 90-degree, short-and long-radius elbows, same material, finish, and thickness as jacket

2 4 ACCESSORIES AND ATTACHMENTS

A Glass Cloth and Tape Comply with MIL-C-20079H, Type I for cloth and Type II for tape Woven glass-fiber fabrics, plain weave, pre-sized a minimum of 8 oz./sq yd (270 g/sq m)
a Tape Width 4 inches (100 mm)

2 5 VAPOR RETARDERS

A Mastics Materials recommended by insulation material manufacturer that are compatible with insulation materials, jackets, and substrates

PART 3 -EXECUTION

3 1 EXAMINATION

A Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application
B Proceed with installation only after unsatisfactory conditions have been corrected

3 2 PREPARATION

A Surface Preparation Clean and dry pipe and fitting surfaces Remove materials that will adversely affect insulation application

3 3 GENERAL APPLICATION REQUIREMENTS

A Apply insulation materials, accessories, and finishes according to the manufacturer's written instructions, with smooth, straight, and even surfaces, free of voids throughout the length of piping, including fittings, valves, and specialties
B Refer to schedules at the end of this Section for materials, forms, jackets, and thicknesses required for each piping system
C Use accessories compatible with insulation materials and suitable for the service Use accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state
D Apply insulation with longitudinal seams at top and bottom of horizontal pipe runs
F Apply multiple layers of insulation with longitudinal and end seams staggered
F Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties

G Seal joints and seams with vapor-retarder mastic on insulation indicated to receive a vapor retarder
H Keep insulation materials dry during application and finishing.
I Apply insulation with tight longitudinal seams and end joints Bond seams and joints with adhesive recommended by the insulation material manufacturer
J Apply insulation with the least number of joints practical
K Apply insulation over fittings, valves, and specialties, with continuous thermal and vapor-retarder integrity, unless otherwise indicated Refer to special instructions for applying insulation over fittings, valves, and specialties
L Hangers and Anchors Where vapor retarder is indicated, seal penetrations in insulation at hangers, supports, anchors, and other projections with vapor-retarder mastic
    a Apply insulation continuously through hangers and around anchor attachments
    b For insulation application where vapor retarders are indicated, extend insulation on anchor legs at least 12 inches (300 mm) from point of attachment to pipe and taper insulation ends Seal tapered ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder
    c Install insert materials and apply insulation to tightly join the insert Seal insulation to insulation inserts with adhesive or sealing compound recommended by the insulation material manufacturer
    d Cover inserts with jacket material matching adjacent pipe insulation Install shields over jacket, arranged to protect the jacket from tear or puncture by the hanger, support, and shield
M Insulation Terminations For insulation application where vapor retarders are indicated, taper insulation ends Seal tapered ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder
N Apply adhesives and mastics at the manufacturer's recommended coverage rate
O Apply insulation with integral jackets as follows
    a. Pull jacket tight and smooth
    b Circumferential Joints Cover with 3-inch-(75-mm-) wide strips, of same material as insulation jacket Secure strips with adhesive and outward clinching staples along both edges of strip and spaced 4 inches (100 mm) o c
    c Longitudinal Seams Overlap jacket seams at least 1-1/2 inches (40 mm) Apply insulation with longitudinal seams at bottom of pipe Clean and dry surface to receive self-sealing lap Staple laps with outward clinching staples along edge at 4 inches (100 mm)
        1 Exception Do not staple longitudinal laps on insulation having a vapor retarder
    d Vapor-Retarder Mastics Where vapor retarders are indicated, apply mastic on seams and joints and at ends adjacent to flanges, unions, valves, and fittings
    e At penetrations in jackets for thermometers and pressure gages, fill and seal voids with vapor-retarder mastic
P Interior Wall and Partition Penetrations Apply insulation continuously through walls and floors
Q Fire-Rated Wall and Partition Penetrations Apply insulation continuously through penetrations of fire-rated walls and partitions
    a Firestopping and fire-resistive joint sealers are specified in Division 7 Section "Firestopping "

3 4 CELLULAR-GLASS INSULATION APPLICATION

A Apply insulation to straight pipes and tubes as follows

a Secure each layer of insulation to pipe with wire, tape, or bands without deforming insulation materials
b Where vapor retarders are indicated, seal longitudinal seams and end joints with vapor-retarder mastic
c For insulation with factory-applied jackets, secure laps with outward clinched staples at 6 inches (150 mm) o c
d For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic

B Apply insulation to flanges as follows
a Apply preformed pipe insulation to outer diameter of pipe flange
b Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation
c Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of the same thickness as pipe insulation
d Apply canvas jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch (25 mm) , and seal joints with vapor-retarder mastic

C Apply insulation to fittings and elbows as follows
a Apply premolded insulation sections of the same material as straight segments of pipe insulation when available Secure according to manufacturer's written instructions
b When premolded sections of insulation are not available, apply mitered sections of cellular-glass insulation Secure insulation materials with wire, tape, or bands
c Cover fittings with heavy PVC fitting covers Overlap PVC covers on pipe insulation jackets at least 1 inch (25 mm) at each end Secure fitting covers with manufacturer's attachments and accessories Seal seams with tape and vapor-retarder mastic

D Apply insulation to valves and specialties as follows
a. Apply premolded segments of cellular-glass insulation or glass-fiber blanket insulation to valve body Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation For check valves, arrange insulation for access to strainer basket without disturbing insulation
b Apply insulation to flanges as specified for flange insulation application
c Use preformed heavy PVC fitting covers for valve sizes where available Secure fitting covers with manufacturer's attachments and accessories Seal seams with tape and vapor-retarder mastic
d For larger sizes where PVC fitting covers are not available, seal insulation with canvas jacket and sealing compound recommended by the insulation material manufacturer

3 5 CLOSED-CELL PHENOLIC-FOAM INSULATION APPLICATION

A Apply insulation to straight pipes and tubes as follows
a. Secure each layer of insulation to pipe with wire, tape, or bands without deforming insulation materials
b Where vapor retarders are indicated, seal longitudinal seams and end joints with vapor-retarder mastic
c For insulation with factory-applied jackets, secure laps with outward clinched staples at 6 inches (150 mm) o c

d For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic

B Apply insulation to flanges as follows
- a. Apply preformed pipe insulation to outer diameter of pipe flange
- b Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation
- c Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of block insulation of the same material and thickness as pipe insulation
- d Apply canvas jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch (25 mm) , and seal joints with vapor-retarder mastic

C Apply insulation to fittings and elbows as follows
- a. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available Secure according to manufacturer's written instructions
- b When premolded sections of insulation are not available, apply mitered sections of phenolic-foam insulation Secure insulation materials with wire, tape, or bands
- c Cover fittings with heavy PVC fitting covers Overlap PVC covers on pipe insulation jackets at least 1 inch (25 mm) at each end Secure fitting covers with manufacturer's attachments and accessories Seal seams with tape and vapor-retarder mastic

D Apply insulation to valves and specialties as follows
- a. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available Secure according to manufacturer's written instructions
- b When premolded sections of insulation are not available, apply mitered segments of phenolic-foam insulation to valve body Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation For check valves, arrange insulation for access to strainer basket without disturbing insulation
- c Apply insulation to flanges as specified for flange insulation application
- d Use preformed heavy PVC fitting covers for valve sizes where available Secure fitting covers with manufacturer's attachments and accessories Seal seams with tape and vapor-retarder mastic
- e For larger sizes where PVC fitting covers are not available, seal insulation with canvas jacket and sealing compound recommended by the insulation material manufacturer

3 6 FLEXIBLE ELASTOMERIC THERMAL INSULATION APPLICATION

A Apply insulation to straight pipes and tubes as follows
- a. Check valves, fabricate removable sections of insulation arranged to allow access to strainer basket
- b Apply insulation to flanges as specified for flange insulation application
- c Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive Cement to avoid openings in insulation that will allow passage of air to the pipe surface

3 7 FIELD-APPLIED JACKET APPLICATION

A Apply glass-cloth jacket directly over bare insulation or insulation with factory-applied jackets
  a Apply jacket smooth and tight to surface with 2-inch (50-mm) overlap at seams and joints
  b Embed glass cloth between two 0 062-inch-(1 6-mm-) thick coats of jacket manufacturer's recommended adhesive
  c Completely encapsulate insulation with jacket, leaving no exposed raw insulation
  d Follow manufacturer's written instructions for applying insulation
  e Seal longitudinal seams and end joints with manufacturer's recommended adhesive Cement to avoid openings in insulation that will allow passage of air to the pipe surface

B Apply insulation to flanges as follows
  a Apply pipe insulation to outer diameter of pipe flange
  b Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation
  c Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of the same thickness as pipe insulation
  d Secure insulation to flanges and seal seams with manufacturer's recommended adhesive Cement to avoid openings in insulation that will allow passage of air to the pipe surface

C Apply insulation to fittings and elbows as follows
  a. Apply mitered sections of pipe insulation.
  b Secure insulation materials and seal seams with manufacturer's recommended adhesive Cement to avoid openings in insulation that will allow passage of air to the pipe surface

D Apply insulation to valves and specialties as follows
  a Apply preformed valve covers manufactured of the same material as pipe insulation and attached according to the manufacturer's written instructions
  b Apply cut segments of pipe and sheet insulation to valve body Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation For Foil and Paper Jackets
  c Draw jacket material smooth and tight
  d Apply lap or joint strips with the same material as jacket
  e Secure jacket to insulation with manufacturer's recommended adhesive
  f Apply jackets with 1-1/2-inch (40-mm) laps at longitudinal seams and 3-inch-(75-mm-) wide joint strips at end joints
  g Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-retarder mastic

E Apply metal jacket with 2-inch (50-mm) overlap at longitudinal seams and end joints Overlap longitudinal seams arranged to shed water Seal end joints with weatherproof sealant recommended by insulation manufacturer Secure jacket with stainless-steel bands 12 inches (300 mm) o c and at end joints

3 8 FINISHES

A Flexible Elastomeric Thermal Insulation
  a After adhesive has fully cured, apply two coats of the insulation manufacturer's recommended protective coating.
  b Provide aluminum jacketing on exterior insulation

3 9 INTERIOR INSULATION APPLICATION SCHEDULE

A Service Chilled-water supply and return
- a. Operating Temperature 35 to 75 deg F (2 to 24 deg C)
- b Insulation Material Pre-insulated piping, or Cellular glass, with jacket, or Closed-cell phenolic foam
- c Insulation Thickness, pre-insulated pipe Refer to specifications section 15181
- d Insulation Thickness, Cellular glass Apply the following insulation thicknesses
  - i Steel Pipe, 1 5" and smaller 1 5"
  - ii Steel Pipe, 2" to 12" 2"
- e Insulation Thickness, Closed-cell phenolic foam Apply the following insulation thicknesses
  - i Steel Pipe, 1 5" and smaller 1'
  - ii Steel Pipe, 2" to 4" 1 5"
  - iii Steel Pipe, 5" to 12" 2"
- f Field-Applied Jacket None
- g Vapor Retarder Required Yes
- h Finish Paint with owner-approved color where exposed to view, no finish in unexposed areas

B Service Heating hot-water supply and return
- a. Operating Temperature 100 to 200 deg F (38 to 93 deg C)
- b Insulation Material Mineral fiber
- c Insulation Thickness
  - i Steel Pipe, 2" and smaller· 1"
  - ii Steel Pipe, 2 5" to 12" 1-1/2"
- d Field-Applied Jacket None
- e Vapor Retarder Required No
- f Finish None

C Service Condensate drain piping.
- a Operating Temperature 40 deg F to 60 deg F
- b Insulation Material Flexible elastomeric
- c Insulation Thickness 3/4"
- d Field-Applied Jacket None
- e Vapor Retarder Required No

END OF SECTION 15083

SECTION 15100 - VALVES

PART 1 -GENERAL

1 1 SUMMARY

A This Section includes general duty valves common to several mechanical piping systems

1 2 QUALITY ASSURANCE

A Single-Source Responsibility Comply with the requirements specified in Division 1 Section "Materials and Equipment," under "Source Limitations" Paragraph
B ASME Compliance Comply with ASME B31 9 for building services piping and ASME B31 1 for power piping
C MSS Compliance Comply with the various MSS Standard Practice documents referenced

1 3 DELIVERY, STORAGE, AND HANDLING

A Prepare valves for shipping as follows
  a. Protect internal parts against rust and corrosion
  b Protect threads, flange faces, grooves, and weld ends
  c Set globe and gate valves closed to prevent rattling.
  d Set ball and plug valves open to minimize exposure of functional surfaces
  e Set butterfly valves closed or slightly open
  f Block check valves in either closed or open position
B Use the following precautions during storage
  a. Maintain valve end protection
  b Store indoors and maintain valve temperature higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

PART 2 -PRODUCTS

2 1 BASIC, COMMON FEATURES

A Design Rising stem or rising outside screw and yoke stems, except as specified below
  a Non-rising stem valves may be used only where headroom prevents full extension of rising stems
B Pressure and Temperature Ratings As indicated in the "Application Schedule" of Part 3 of this Section and as required to suit system pressures and temperatures
C Sizes Same size as upstream pipe, unless otherwise indicated.
D Operators
  a. Handwheels For valves other than quarter turn
  b Gear Drive For quarter-turn valves NPS 8 (DN 200) and larger
  c Lever Handles For quarter-turn valves 6 inches (DN150) and smaller, except for plug valves, which shall have square heads

E Extended Stems Where insulation is indicated or specified, provide extended stems arranged to receive insulation
F Bypass and Drain Connections Comply with MSS SP-45 bypass and drain connections
G Threads ASME B1 20 1
H Flanges ASME B16 1 for cast iron, ASME B16 5 for steel, and ASME B16.24 for bronze valves

2 2 COPPER-ALLOY BALL VALVES

A Manufacturers
a. Two-Piece, Copper-Alloy Ball Valves
i Conbraco Industries, Inc , Apollo Div
ii Crane Co , Crane Valve Group, Crane Valves
iii Crane Co , Crane Valve Group, Jenkins Valves
iv Crane Co , Crane Valve Group, Stockham Div
v DynaQuip Controls.
vi Flow-Tek, Inc
vii Grinnell Corporation
viii Hammond Valve
ix Honeywell Braukmann
x Jamesbury, Inc
xi Jomar International, LTD
xii Kitz Corporation of America.
xiii Legend Valve & Fitting, Inc
xiv Milwaukee Valve Company
xv Nexus Valve Specialties
xvi NIBCO INC
xvii R & M Energy Systems (Borger, TX)
xviii Red-White Valve Corp
xix Richards Industries, Marwin Ball Valves
xx Watts Industries, Inc , Water Products Div
B Ball Valves, 4 Inches (DN100) and Smaller MSS SP-110, Class 150, 600-psi (4140-kPa) CWP, ASTM B 584 bronze body and bonnet, 2-piece construction, chrome-plated brass ball, standard port for 1/2-inch (DN15) valves and smaller and conventional port for 3/4-inch (DN20) valves and larger, blowout proof, bronze or brass stem, teflon seats and seals, threaded or soldered end connections
a. Operator Vinyl-covered steel lever handle
b Stem Extension For valves installed in insulated piping.
c Memory Stop For operator handles

2 3 FERROUS-ALLOY BALL VALVES

A Manufacturers
a American Valve, Inc
b Conbraco Industries, Inc , Apollo Div
c Cooper Cameron Corp , Cooper Cameron Valves Div
d Crane Co , Crane Valve Group, Stockham Div
e Flow-Tek, Inc
f Foster Valve Co
g. Hammond Valve
h Jamesbury, Inc

i Jomar International, LTD
j Kitz Corporation of America.
k KTM Products, Inc
l McCANNA, Incorporated
m Milwaukee Valve Company
n NIBCO INC
o PBM, Inc
p Richards Industries, Marwin Ball Valves
q Worcester Controls

B Ferrous-Alloy Ball Valves, General MSS SP-72, with flanged ends
C Ferrous-Alloy Ball Valves Class 150, full port.

2 4 GRAY-IRON SWING CHECK VALVES

A Manufacturers
a Type II, Gray-Iron Swing Check Valves with Composition to Metal Seats
i Crane Co , Crane Valve Group, Crane Valves
ii Crane Co , Crane Valve Group, Stockham Div
iii Mueller Co
iv Watts Industries, Inc , Water Products Div

B Gray-Iron Swing Check Valves, General MSS SP-71
C Type II, Class 125, gray-iron, swing check valves with composition to metal seats

2 5 FERROUS-ALLOY WAFER CHECK VALVES

A Available Manufacturers
a. Dual-Plate, Ferrous-Alloy, Double-Flanged-Type Check Valves
i Crane Co , Crane Valve Group, Crane Valves
ii Gulf Valve Co
iii Techno Corp
B Ferrous-Alloy Wafer Check Valves, General API 594, spring loaded
C Single-Plate, Class 125 or 150, Ferrous-Alloy, Double-Flanged Check Valves Flanged-end body

2 6 GLOBE VALVES

A Manufacturers
a Type I, Cast-Iron Globe Valves with Metal Seats
i Cincinnati Valve Co
ii Crane Co , Crane Valve Group, Crane Valves
iii Crane Co , Crane Valve Group, Jenkins Valves
iv Crane Co , Crane Valve Group, Stockham Div
v Grinnell Corporation
vi Hammond Valve
vii Kitz Corporation of America.
viii Milwaukee Valve Company
ix NIBCO INC
x Powell, Wm Co
xi Red-White Valve Corp

xii Walworth Co

B Globe Valves, 2-1/2 Inches (DN65) and Smaller MSS SP-80, Class 125, 200-psi (1380-kPa) CWP, or Class 150, 300-psi (2070-kPa) CWP, ASTM B 62 cast-bronze body and screwed bonnet, rubber, bronze, or teflon disc, silicon bronze-alloy stem, teflon-impregnated packing with bronze nut, threaded or soldered end connections, and with aluminum or malleable-iron handwheel

C Globe Valves, 3 Inches (DN80) and Larger MSS SP-85, Class 125, 200-psi (1380-kPa) CWP, ASTM A 126 cast-iron body and bolted bonnet with bronze fittings, renewable bronze seat and disc, brass-alloy stem, outside screw and yoke, teflon-impregnated packing with cast-iron follower, flanged end connections, and with cast-iron handwheel

2 7 FERROUS-ALLOY BUTTERFLY VALVES

A Manufacturers
- a Flanged, Ferrous-Alloy Butterfly Valves
  - i Bray International, Inc
  - ii Cooper Cameron Corp , Cooper Cameron Valves Div
  - iii Grinnell Corporation
  - iv Mueller Steam Specialty
  - v Tyco International, Ltd , Tyco Valves & Controls

B Butterfly Valves MSS SP-67, 200-psi (1380-kPa) CWP, for tight shutoff, 150-psi (1035-kPa) maximum pressure differential, ASTM A 126 cast-iron body and bonnet, extended neck, stainless-steel stem, field-replaceable EPDM or Buna N sleeve and stem seals, fully flanged style
- a. Disc Type Elastomer-coated ductile iron
- b Gear Drive For quarter-turn valves NPS 8 (DN 200) and larger
- c Operator for Sizes 2 Inches (DN50) to 6 Inches (DN150) Standard lever handle with memory stop

2 8 CHAINWHEEL ACTUATORS

A Manufacturers
- a. Babbitt Steam Specialty Co
- b Roto Hammer Industries, Inc

B Description Valve actuation assembly with sprocket rim, brackets, and chain
- a. Sprocket Rim with Chain Guides Aluminum, of type and size required for valve
- b Brackets Type, number, size, and fasteners required to mount actuator on valve
- c Chain Hot-dip, galvanized steel, of size required to fit sprocket rim

PART 3 -EXECUTION

3 1 EXAMINATION

A Examine piping system for compliance with requirements for installation tolerances and other conditions affecting performance of valves Do not proceed with installation until unsatisfactory conditions have been corrected
B Examine valve interior for cleanliness, freedom from foreign matter, and corrosion Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
C Operate valves from fully open to fully closed positions Examine guides and seats made accessible by such operation.
D Examine threads on valve and mating pipe for form and cleanliness
E Examine mating flange faces for conditions that might cause leakage Check bolting for proper size, length, and material Check gasket material for proper size, material composition suitable for service, and freedom from defects and damage
F Do not attempt to repair defective valves, replace with new valves

3 2 VALVE INSTALLATION

A Piping installation requirements are specified in other Division 15 Sections Drawings indicate general arrangement of piping, fittings, and specialties
B Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown
C Locate valves for easy access and provide separate support where necessary Where piping arrangement permits, manual shutoff valves are to be located as close to unit as practical, while leaving adequate room for coil disconnect and removal, and are to be no higher than 6'-6" AFF Where shutoff valves serve an above-ceiling unit (such as a VAV box) accessible only by ladder, the shutoff valves should be close enough to the unit so that maintenance personnel can shut the vales and access the control panel without having to relocate the ladder Where piping configuration makes it impossible to locate shutoff valves in the manner described above, obtain approval from Owner and/or Engineer for alternate location
D Install valves in horizontal piping with stem at or above center of pipe
E Install valves in position to allow full stem movement
F Install chainwheel operators on valves NPS 8 and larger and more than 90 inches above floor Extend chains to 60 inches above finished floor elevation

3 3 THREADED CONNECTIONS

A Note the internal length of threads in valve ends and proximity of valve internal seat or wall to determine how far pipe should be threaded into valve
B Align threads at point of assembly
C Apply appropriate tape or thread compound to the external pipe threads, except where dry seal threading is specified
D Assemble joint, wrench tight Wrench on valve shall be on the valve end into which the pipe is being threaded

3 4 FLANGED CONNECTIONS

A Align flange surfaces parallel
B Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible Use suitable lubricants on bolt threads Tighten bolts gradually and uniformly with a torque wrench
C For dead-end service, butterfly valves require flanges both upstream and downstream for proper shutoff and retention

3 5 VALVE END SELECTION

A Select valves with the following ends or types of pipe/tube connections
  a. 2 5 Inches (DN80) and Larger Flanged

3 6 APPLICATION SCHEDULE

A General Application Use ball and butterfly valves for shutoff and throttling duty
B Chilled and Hot Water Use the following valve types
  a NPS 2-1/2 and Smaller Ball Valves, with stem extension and memory stop
  b NPS 3 and larger Butterfly valves

3 7 ADJUSTING

A Adjust or replace packing after piping systems have been tested and put into service, but before final adjusting and balancing Replace valves if leak persists

END OF SECTION 15100

North County Annex
AHU 1 & 2 Replacement

SECTION 15122 – METERS AND GAGES

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes meters and gages for mechanical systems

1 3 SUBMITTALS

A Product Data Include scale range, ratings, and calibrated performance curves for each meter, gage, fitting, specialty, and accessory specified.

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A Available Manufacturers Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following

a. Digital Variable Angle Thermometers
   i Weiss Instruments, Inc DVU-25 or approved equal

b Pressure Gages
   i AMETEK, Inc , U S Gauge Div
   ii Dresser Industries, Inc , Instrument Div , Ashcroft Commercial Sales Operation.
   iii Dresser Industries, Inc , Instrument Div , Weksler Instruments Operating Unit
   iv Ernst Gage Co
   v Marsh Bellofram
   vi Noshok, Inc
   vii Trerice H O Trerice Co
   viii Weiss Instruments, Inc
   ix WIKA Instruments Corp
   x Winter's Thermogauges, Inc

c Test Plugs
   i Flow Design, Inc
   ii MG Piping Products Co
   iii National Meter
   iv Peterson Equipment Co , Inc
   v Sisco Manufacturing Co

vi Trerice H O Trerice Co
vii Watts Industries, Inc , Water Products Div

2 2 THERMOMETERS, GENERAL

A Solar powered, local digital readout, variable angle

a. Case Hi-impact ABS
b Range -40/300 F
c Display 3/8" LCD digits, wide ambient formula
d Accuracy 1% of reading or 1° whichever is greater
e Resolution 1/10° between -19 9/199 9 °f (-28/93 °C)
f Recalibration Internal potentiometer
g. LUX rating 10 Lux (one foot-candle)
h Update 10 seconds
i Ambient operating temperature -30/140°F
j Ambient operating humidity 100%
k Sensor Glass passivated thermistor

2 3 SEPARABLE SOCKETS

A Description Fitting with protective socket for installation in threaded pipe fitting to hold fixed thermometer stem

a. Material Steel, for use in steel piping.
b Extension-Neck Length Nominal thickness of 2 inches (50 mm) , but not less than thickness of insulation Omit extension neck for sockets for piping not insulated
c Insertion Length To extend to one-third of diameter of pipe
d Heat-Transfer Fluid Oil or graphite

2 4 THERMOMETER WELLS

A Description Fitting with protective well for installation in threaded pipe fitting to hold test thermometer

a Material Brass, for use in copper piping.
b Material Stainless Steel, for use in steel piping.
c Extension-Neck Length Nominal thickness of 2 inches (50 mm) , but not less than thickness of insulation Omit extension neck for wells for piping not insulated
d Insertion Length To extend to one-third of diameter of pipe
e Heat-Transfer Fluid Oil or graphite.

2 5 PRESSURE GAGES

A Description ASME B40 1, phosphor-bronze bourdon-tube type with bottom connection, dry type, unless liquid-filled-case type is indicated
B Case Drawn steel, brass, or aluminum with 4-1/2-inch-(115-mm-) diameter, glass lens
C Connector Brass, NPS 1/4 (DN8)
D Scale White-coated aluminum with permanently etched markings
E Accuracy Grade B, plus or minus 2 percent of middle 50 percent of scale
F Range Comply with the following

a Fluids under Pressure Two times the operating pressure
b Heating Hot Water 0 to 60 psig
c Chilled and Hot Water· 0 to +60 psig.

2 6 PRESSURE-GAGE FITTINGS

A Valves. NPS 1/4 (DN8) stainless-steel needle type
B Syphons NPS 1/4 (DN8) coil of brass tubing with threaded ends.
C Snubbers ASME B40 5, NPS 1/4 (DN8) brass bushing with corrosion-resistant porous-metal disc of material suitable for system fluid and working pressure

2 7 TEST PLUGS

A Description Nickel-plated, brass-body test plug in NPS 1/2 (DN15) fitting.
B Body Length as required to extend beyond insulation
C Pressure Rating 500 psig (3450 kPa) minimum
D Core Insert Self-sealing valve, suitable for inserting 1/8-inch (3-mm) OD probe from dial-type thermometer or pressure gage
E Core Material for Water 20 to 200 deg F , chlorosulfonated polyethylene synthetic rubber
F Test-Plug Cap Gasketed and threaded cap, with retention chain or strap

PART 3 -EXECUTION

3 1 METER AND GAGE INSTALLATION, GENERAL

A Install meters, gages, and accessories according to manufacturer's written instructions for applications where used

3 2 THERMOMETER INSTALLATION

A Install thermometers and adjust vertical and tilted positions
B Install in the following locations, plus in any locations indicated in drawings
  a. Inlet and outlet of each hydronic boiler and chiller
C Install separable sockets in vertical position in piping tees where fixed thermometers are indicated
  a. Install with socket extending to one-third of diameter of pipe
  b Fill sockets with oil or graphite
D Install thermometer wells in vertical position in piping tees where test thermometers are indicated
  a. Install with stem extending to one-third of diameter of pipe
  b Fill wells with oil or graphite

3 3 PRESSURE-GAGE INSTALLATION

A Install pressure gages in piping tees with pressure-gage valve located on pipe at most readable position
B Install pressure gages in piping at chillers at same elevation

C Install liquid-filled-type pressure gages at suction and discharge of each pump
   a. **Do not install pressure gages downstream of discharge check valve, nor upstream of strainer.**
D Install pressure-gage needle valve and snubber in piping to pressure gages
E Install pressure gages of pressure ranges expected to be encountered in system If system pressure turns out to be beyond range of the gage installed, replace gage with one whose range includes actual operating range Estimated pressure range expected is as follows, contractor to confirm

   a Chilled Water Pumps 0 to 60 psig.
   b Condenser Water Pumps -15 to 60 psig.
   c Chillers / chilled water 0 to 60 psig.
   d Chillers / condenser water 0 to 60 psig

3 4 TEST PLUG INSTALLATION

A Install test plugs in the following locations

   a Within six inches of every DDC hydronic temperature sensor
   b Within six inches of every DDC hydronic pressure sensor
   c Within six inches of every pressure gage
   d Inlet and outlet of every piece of hydronic equipment
   e Any other locations, as indicated in drawings

B On inlet and outlet of any give piece of equipment, install test plugs at same elevations, equal to elevation at pressure gages

3 5 ADJUSTING AND CLEANING

A Calibrate meters according to manufacturer's written instructions, after installation
B Adjust faces of meters and gages to proper angle for best visibility
C Clean windows of meters and gages and clean factory-finished surfaces Replace cracked and broken windows, and repair scratched and marred surfaces with manufacturer's touchup paint

END OF SECTION 15122

SECTION 15181 – HYRDRONIC PIPING

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes piping, special-duty valves, and hydronic specialties for hot-water heating, chilled-water cooling, and condenser water systems, makeup water for these systems, blowdown drain lines, and condensate drain piping

1 3 SUBMITTALS

A Product Data For each type of special-duty valve indicated. Include flow and pressure drop curves based on manufacturer's testing for diverting fittings, calibrated balancing valves, and automatic flow-control valves
B Welding Certificates Copies of certificates for welding procedures and personnel
C Maintenance Data. For hydronic specialties and special-duty valves to include in maintenance manuals specified in Division 1

1 4 QUALITY ASSURANCE

A Welding Qualify processes and operators according to the ASME Boiler and Pressure Vessel Code Section IX, "Welding and Brazing Qualifications "
B ASME Compliance Comply with ASME B31 9, "Building Services Piping," for materials, products, and installation Safety valves and pressure vessels shall bear the appropriate ASME label Fabricate and stamp air separators and expansion tanks to comply with the ASME Boiler and Pressure Vessel Code, Section VIII, Division 1

1 5 COORDINATION

A Coordinate layout and installation of hydronic piping and suspension system components with other construction, including light fixtures, HVAC equipment, fire-suppression-system components, and partition assemblies
B Coordinate pipe sleeve installations for foundation wall penetrations
C Coordinate piping installation with roof curbs, equipment supports, and roof penetrations Roof specialties are specified in Division 7 Sections
D Coordinate pipe fitting pressure classes with products specified in related Sections
E Coordinate size and location of concrete bases Cast anchor-bolt inserts into base Concrete, reinforcement, and formwork requirements are specified in Division 3 Sections
F Coordinate installation of pipe sleeves for penetrations through exterior walls and floor assemblies

PART 2 -PRODUCTS

2 1 PIPING MATERIALS

A General Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials

2 2 STEEL PIPE AND FITTINGS

A Steel Pipe, NPS 2 (DN 50) and Smaller ASTM A 53, Type S (seamless) or Type F (furnacebutt welded), Grade A, Schedule 40, black steel, plain ends
B Steel Pipe, NPS 2-1/2 through NPS 12 (DN 65 through DN 300) ASTM A 53, Type E (electric-resistance welded), Grade A, Schedule 40, black steel, plain ends
  a. Steel Pipe Nipples ASTM A 733, made of ASTM A 53, Schedule 40, black steel, seamless for NPS 2 (DN 50) and smaller and electric-resistance welded for NPS 2-1/2 (DN 65) and larger
C Cast-Iron Threaded Fittings ASME B16 4, Classes 125 and 250
D Malleable-Iron Unions ASME B16 39, Classes 150, 250, and 300
E Cast-Iron Pipe Flanges and Flanged Fittings ASME B16 1, Classes 25, 125, and 250, raised ground face, and bolt holes spot faced
F Wrought-Steel Fittings. ASTM A 234/A 234M, wall thickness to match adjoining pipe
G Wrought Cast-and Forged-Steel Flanges and Flanged Fittings ASME B16 5, including bolts, nuts, and gaskets of the following material group, end connections, and facings
  a. Material Group 1 1
  b End Connections Butt welding
  c Facings Raised face
H Welding Materials Comply with Section II, Part C, of the ASME Boiler and Pressure Vessel Code for welding materials appropriate for wall thickness and for chemical analysis of pipe being welded
I Gasket Material Thickness, material, and type suitable for fluid to be handled, and design temperatures and pressures

2 3 PRE-INSULATED STEEL PIPE AND FITTINGS

A Pre-insulated Steel Pipe

  a. ASTM A 53 ERW, Grade A, Schedule 40, black steel, beveled ends, welded, service temperature 35°F to 210 F
  b Polyurethane insulation, 2 5 PCF density, 0 14 / inch k-value at 75°F
  c PVC clad outer jacket, white, low pressure rated, seamless, ASTM D-1784, Class 1, Type 1
  d Waterproof mastic over ends of each joint
  e Urethane insulation kits for fittings and couplings, with PVC jacket

2 4 PLASTIC PIPE AND FITTINGS

A PVC Plastic Pipe Fittings Socket-type pipe fittings, ASTM D 2467 for Schedule 80 pipe

  a. PVC Solvent Cement ASTM D 2564

2 5 COPPER TUBE AND FITTINGS

A Annealed-Temper Copper Tubing ASTM B 88, Type K (ASTM B 88M, Type A)
B Wrought-Copper Fittings ASME B16 22
C Solder Filler Metals ASTM B 32, 95-5 tin antimony

2 6 VALVES

A Gate, globe, check, ball, and butterfly valves are specified in Division 15 Section "Valves "
B Refer to Part 3 "Valve Applications" Article for applications of each valve
C Calibrated Balancing Valves, NPS 2 (DN 50) and Smaller Bronze body, ball type, 125-psig (860-kPa) working pressure, 250 deg F (121 deg C) maximum operating temperature, and having threaded ends Valves shall have calibrated orifice or venturi, connections for portable differential pressure meter with integral seals, and be equipped with a memory stop to retain set position
D Calibrated Balancing Valves, NPS 2-1/2 (DN 65) and Larger Cast-iron or steel body, ball type, 125-psig (860-kPa) working pressure, 250 deg F (121 deg C) maximum operating temperature, and having flanged or grooved connections Valves shall have calibrated orifice or venturi, connections for portable differential pressure meter with integral seals, and be equipped with a memory stop to retain set position.

2 7 HYDRONIC SPECIALTIES

A Manual Air Vent Bronze body and nonferrous internal parts, 150-psig (1035-kPa) working pressure, 225 deg F (107 deg C) operating temperature, manually operated with screwdriver or thumbscrew, with NPS 1/8 (DN 6) discharge connection and NPS 1/2 (DN 15) inlet connection
B Y-Pattern Strainers 125-psig (860-kPa) working pressure; cast-iron body (ASTM A 126, Class B), flanged ends for NPS 2-1/2 (DN 65) and larger, threaded connections for NPS 2 (DN 50) and smaller, bolted cover, perforated stainless-steel basket, and bottom drain connection
C Spherical, Rubber, Flexible Connectors Fiber-reinforced rubber body with steel flanges drilled to align with Classes 150 and 300 steel flanges, operating temperatures up to 250 deg F (121 deg C) and pressures up to 150 psig (1035 kPa)

PART 3 -FXECUTION

3 1 PIPING APPLICATIONS

A Above Ground

a Chilled and Hot Water, NPS 2 (DN 50) and Smaller use Schedule 40 steel pipe with threaded joints
b Chilled and Hot Water, NPS 2-1/2 (DN 65) and Larger use Schedule 40 steel pipe or pre-insulated steel pipe, with welded and flanged joints

B Below Ground

a Chilled and Hot Water, NPS 2 (DN 50) and Smaller use Schedule 40 use pre-insulated steel pipe with threaded joints
b Chilled and Hot Water, NPS 2-1/2 (DN 65) and Larger use Schedule 40 pre-insulated steel pipe, with welded and flanged joints

C Condensate Drain Lines Type K copper with soldered joints

3 2 VALVE APPLICATIONS

A General-Duty Valve Applications Unless otherwise indicated, use the following valve types

a. Shutoff Duty Ball and butterfly valves
b Throttling Duty Ball and butterfly valves

B Install shutoff duty valves at each branch connection to supply mains, at supply connection to each piece of equipment, unless only one piece of equipment is connected in the branch line Install throttling duty valves at each branch connection to return mains, at return connections to each piece of equipment, and elsewhere as indicated
C Install check valves at each pump discharge and elsewhere as required to control flow direction

3 3 PIPING INSTALLATIONS

A Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping installation requirements
B Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves
C Install drains, consisting of a tee fitting, NPS 3/4 (DN 20) ball valve, and short NPS 3/4 (DN 20) threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage
D Install piping at a uniform grade of 0 2 percent upward in direction of flow
E Reduce pipe sizes using eccentric reducer fitting installed with level side up
F Unless otherwise indicated, install branch connections to mains using tee fittings in main pipe, with the takeoff coming out the bottom of the main pipe For up-feed risers, install the takeoff coming out the top of the main pipe
G Anchor piping for proper direction of expansion and contraction
H Provide concrete thrust blocks at all changes in direction 45 degrees or greater for underground piping.

3 4 HANGERS AND SUPPORTS

A Hanger, support, and anchor devices are specified in Division 15 Section "Hangers and Supports " Comply with requirements below for maximum spacing of supports
B Install hangers for steel piping with the following maximum spacing and minimum rod sizes

a NPS 3/4 (DN 20) Maximum span, 7 feet (2 1 m), minimum rod size, 1/4 inch
b NPS 1 (DN 25) Maximum span, 7 feet (2 1 m), minimum rod size, 1/4 inch

c NPS 1-1/2 (DN 40) Maximum span, 9 feet (2 7 m), minimum rod size, 3/8 inch
d NPS 2 (DN 50) Maximum span, 10 feet (3 m), minimum rod size, 3/8 inch
e NPS 2-1/2 (DN 65) Maximum span, 11 feet (3 4 m), minimum rod size, 3/8 inch
f NPS 3 (DN 80) Maximum span, 12 feet (3 7 m), minimum rod size, 3/8 inch
g. NPS 4 (DN 100) Maximum span, 14 feet (4 3 m), minimum rod size, 1/2 inch
h NPS 6 (DN 150) Maximum span, 17 feet (5 2 m), minimum rod size, 1/2 inch
i NPS 8 (DN 200) Maximum span, 19 feet (5 8 m), minimum rod size, 5/8 inch (16 mm)
j NPS 10 (DN 250) Maximum span, 20 feet (6 1 m), minimum rod size, 3/4 inch (19 mm)
k. NPS 12 (DN 300) Maximum span, 23 feet (7 m), minimum rod size, 7/8 inch (22 mm)

3 5 PIPE JOINT CONSTRUCTION

A Refer to Division 15 Section "Basic Mechanical Materials and Methods" for joint construction requirements for soldered and brazed joints in copper tubing, threaded, welded, and flanged joints in steel piping, and solvent-welded joints for PVC and CPVC piping.

3 6 HYDRONIC SPECIALTIES INSTALLATION

A Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.

3 7 TERMINAL EQUIPMENT CONNECTIONS

A Size for supply and return piping connections shall be same as for equipment connections
B Install control valves in accessible locations close to connected equipment
C Install ports for pressure and temperature gages at coil inlet connections

3 8 FIELD QUALITY CONTROL

A Prepare hydronic piping according to ASME B31 9 and as follows

a. Leave joints, including welds, uninsulated and exposed for examination during test
b Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure If temporary restraints are impractical, isolate expansion joints from testing
c Flush system with clean water Clean strainers
d Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve Install blinds in flanged joints to isolate equipment
e Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test

B Perform the following tests on hydronic piping

a. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used

b While filling system, use vents installed at high points of system to release trapped air Use drains installed at low points for complete draining of liquid
c Check expansion tanks to determine they are not air bound and system is full of water
d Subject piping system to hydrostatic test pressure that is not less than 1 5 times the design pressure Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test Verify that stress due to pressure at bottom of vertical runs does not exceed either 90 percent of specified minimum yield strength or 1 7 times "SE" value in Appendix A of ASME B31 9, "Building Services Piping."
e After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks
f Prepare written report of testing.

3 9 ADJUSTING

A Perform these adjustments before operating the system

a. Open valves to fully open position Close coil bypass valves
b Check pump for proper direction of rotation
c Set automatic fill valves for required system pressure
d Check air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type)
e Set temperature controls so all coils are calling for full flow
f Check and set operating temperatures of boilers, chillers, and cooling towers to design requirements
g Lubricate motors and bearings

3 10 CLEANING

A Flush hydronic piping systems with clean water Remove and clean or replace strainer screens After cleaning and flushing hydronic piping systems, but before balancing, remove disposable fine-mesh strainers in pump suction diffusers

END OF SECTION 15181

North County Annex
AHU 1 & 2 Replacement

SECTION 15725 – MODULAR AIR-HANDLING UNITS

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes dual deck, modular air-handling units with coils for indoor installations
B Related Sections include the following

a. Division 15 Section "Metal Ductwork "
b Division 15 Section "HVAC Instrumentation and Controls "
c Division 15 Section "Sequence of Operation "

1 3 SUBMITTALS

A Product Data For each modular air-handling unit scheduled Include the following

a. Certified fan-performance curves with system operating conditions indicated
b Certified fan-sound power ratings
c Certified coil-performance ratings with system operating conditions indicated
d Motor ratings, electrical characteristics, and motor and fan accessories
e Material gages and finishes
f Filters with performance characteristics
g Dampers, including housings, linkages, and operators

B Shop Drawings Signed and sealed by a qualified professional engineer

a. Design Calculations Calculate requirements for selecting vibration isolators and for designing vibration isolation bases
b Vibration Isolation Base Details Detail fabrication including anchorages and attachments to structure and to supported equipment Include auxiliary motor slides and rails, and base weights
c Wiring Diagrams Power, signal, and control wiring.

C Coordination Drawings Submit with Shop Drawings Show mechanical-room layout and relationships between components and adjacent structural and mechanical elements Show support locations, type of support, and weight on each support Indicate and certify field measurements
D Field Quality-Control Test Reports From manufacturer

1 4 QUALITY ASSURANCE

A Source Limitations Obtain modular air-handling units through one source from a single

manufacturer

B Electrical Components, Devices, and Accessories Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use

C NFPA Compliance Modular air-handling units and components shall be designed, fabricated, and installed in compliance with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems "

D ARI Certification Modular indoor air-handling units and their components shall be factory tested according to ARI 430, "Central-Station Air-Handling Units," and shall be listed and labeled by ARI

E Comply with NFPA 70

1 5 COORDINATION

A Coordinate size and location of structural-steel support members

1 6 EXTRA MATERIALS

A Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents

a Filters One set for each modular air-handling unit.
b Fan Belts One set for each modular air-handling unit fan
c Gaskets One set for each access door

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A Manufacturers Subject to compliance with requirements, provide products by one of the following.

a. Carrier, Div of United Technologies Corp
b ClimateCraft
c Engineered Air
d McQuay International
e Trane Company (The), Worldwide Applied Systems Group
f York International Corporation

2 2 MANUFACTURED UNITS

A Modular air-handling units shall be factory assembled and consist of fans, motor and drive assembly, coils, damper, filters, condensate pans, control devices, and accessories

B Configuration of modular air-handling units shall be as set forth in the project construction drawings and equipment schedules, and in accordance with this specification

C Units shall be delivered prewired, bearing an approved label with all of the necessary identification marks, electrical data, and any necessary cautions as required by the National Electrical Code

2 3 CABINET

A Materials Formed and reinforced double-wall insulated panels Units shall be equipped for installation indoors

a Outside Casing galvanized steel
b Inside Casing galvanized steel
c Floor Plate galvanized steel

B Cabinet Insulation Units shall be internally insulated Comply with NFPA 90A or NFPA 90B

a. Materials 2" thick nominal 3 lb/cu ft. density acoustic insulation, Thermal Conductivity (k-Value) 0 26 at 75 deg F mean temperature
b Fire-Hazard Classification Maximum flame-spread index of 25 and smoke-developed index of 50, when tested according to ASTM C 411
c Liner Adhesive Comply with NFPA 90A or NFPA 90B and ASTM C 916
d Location and Application Encased between outside and inside casing

C Access Doors Provide access doors large enough for easy access to accommodate periodic maintenance and inspection

a. Location Provide access doors to fans and motors, filters, dampers and operators, access plenums, and electrical control panels. Same materials and finishes as cabinet, complete with hinges, latches, handles, and gaskets Inspection and access panels and doors shall be sized and located to allow periodic maintenance and inspections
b Construction. Provide an extruded aluminum perimeter frame with steel sheets front and back (sheets shall match cabinet construction) and pressure inject with 2 2 lbs/cu.ft of polyurethane foam to create a seamless rigid 2" double wall door with an insulating value of R13
c Thermal Breaks Door shall incorporate a high density polyurethane thermal break. Frame shall be fabricated from aluminum extrusions, thermally broke
d Gaskets Press fitted into the frame slots for easy field replacement
e Hardware Each door is complete with a minimum of two stainless steel hinges and two lever lock handles
f Access Panels Lift out access panels either bolted or secured with two or more cam-lock fasteners must be provided in locations where non-regular access is required

D Condensate Drain Pans Formed sections of stainless-steel sheet complying with requirements in ASHRAE 62 Fabricate IAQ drain pans with slopes in three planes to collect condensate from cooling coils (including coil piping connections and return bends) and humidifiers when units are operating at maximum catalogued face velocity across cooling coil To prevent moisture carryover, extend drain pan a minimum of 12" past the leaving face of the cooling coil Unit drain pan shall be a minimum of 3" deep to permit cleaning and inspection

a. Double-Wall Construction (full 2" thick) Fill space between walls with NFPA 90A compliant insulation and seal moisture tight

b Drain Connections One end of pan Coordinate with drawing.

2 4 FAN SECTION

A Fan-Section Construction Belt-driven centrifugal fans consisting of housing, wheel, fan shaft, bearings, motor, drive assembly, and support structure and equipped with formed-steel channel base for integral mounting of fan, motor, and casing panels Mount fan with spring vibration isolation, minimum of 1 inch Motor, fan bearings, and drive assembly shall be located inside the fan plenum to minimize bearing wear and to allow for internal vibration isolation of the fan-motor assembly

B Centrifugal Fan Housings Formed-and reinforced-steel panels to make curved scroll housings with shaped cutoff, spun-metal inlet bell, and access doors or panels to allow entry to internal parts and components

a. Panel Bracing Steel angle-or channel-iron member supports for mounting and supporting fan scroll, wheel, motor, and accessories
b Performance Class AMCA 99-2408, Class II

C Fan Assemblies Statically and dynamically balanced and designed for continuous operation at maximum rated fan speed and motor horsepower

D Backward-Inclined Fan Wheels Steel construction with curved inlet flange, backplate and backward-inclined blades

E Forward-Curved Fan Wheels Galvanized-steel construction with inlet flange, backplate, and shallow blades with inlet and tip curved forward in direction of airflow and mechanically secured to flange and backplate, cast-steel hub swaged to backplate and fastened to shaft with set screws.

F Shafts Statically and dynamically balanced and designed for continuous operation at maximum rated fan speed and motor horsepower, with final alignment and belt adjustment made after installation

a Turned, ground, and polished hot-rolled steel with keyway Ship with a protective coating of lubricating oil
b Designed to operate at no more than 70 percent of first critical speed at top of fan's speed range

G Grease-Lubricated Shaft Bearings Self-aligning, pillow-block-type, ball or roller bearings with adapter mount and two-piece, cast-iron housing

a Ball-Bearing Rating Life ABMA 9, L10 of 120,000 hours
b Roller-Bearing Rating Life ABMA 11, L 10 of 120,000 hours

H Belt Drives Factory mounted, with final alignment and belt adjustment made after installation and with 1 5 service factor based on fan motor

a Pulleys Cast iron or cast steel with split, tapered bushing, dynamically balanced at factory
b Motor Pulleys Adjustable pitch for use with 5-hp motors and smaller, fixed pitch for use with motors larger than 5 hp Select pulley so pitch adjustment is at the

middle of adjustment range at fan design conditions
c Belts Oil resistant, nonsparking, and nonstatic, matched for multiple belt drives
d Motor Mount Adjustable for belt tensioning.

I Vibration Control Vertical spring type isolators with leveling bolts, bridge bearing waffled pads with minimum 1 inch static deflection designed to achieve high isolation efficiency Fans (other than plug fans) shall be attached to the discharge panel by a polyvinyl chloride coated polyester woven fabric, with a sealed double locking fabric to metal connection
J Fan-Section Source Quality Control

a. Sound Power Level Ratings Comply with AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans " Fans shall bear AMCA-certified sound ratings seal
b Factory test fan performance for flow rate, pressure, power, air density, rotation speed, and efficiency Establish ratings according to AMCA 210, "Laboratory Methods of Testing Fans for Rating "

2 5 MOTORS

A Electrical Components, Devices, and Accessories Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use Comply with NFPA 70
B Coordinate features of motors, installed units, and accessory devices and features that comply with the following

a. Premium efficiency, designed and labeled for inverter use
b Matched to torque and horsepower requirements of the load
c Matched to ratings and characteristics of supply circuit and required control sequence

C Ratings, characteristics, and features coordinated with and approved by controller manufacturer

a. Designed with critical vibration frequencies outside operating range
b Temperature Rise Matched to rating for Class B insulation
c Insulation Class H
d Thermal Protection Comply with NEMA MG 1 requirements for thermally protected motors

D Torque Characteristics Sufficient to accelerate driven loads satisfactorily
E Motor Sizes Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range
F Temperature Rating 50 deg C maximum temperature rise at 40 deg C ambient for continuous duty at full load (Class A Insulation)
G Service Factor 1 15 for poly-phase motors and 1 35 for single-phase motors
H Motor Construction NEMA MG 1, general purpose, continuous duty, Design B mounted on adjustable base
I Bearings The following features are required

a. Ball or roller bearings with inner and outer shaft seals
b Grease lubricated Provide grease lines for motor and shaft lubrication, extended to the to a common mounting on access side of fan
c Designed to resist thrust loading where belt or other drives produce lateral or axial thrust in motor

J Enclosure Type The following features are required ODP
K Overload Protection Built-in, automatically resetting, thermal-overload protection
L Noise Rating Quiet
M Efficiency Premium, as defined in NEMA MG 1
N Nameplate Indicate ratings, characteristics, construction, special features, and full identification of manufacturer
O Starters, Electrical Devices, and Wiring Electrical devices and connections are specified in Division 16 Sections

2 6 COILS

A Coil Sections Common or individual, insulated, stainless-steel casings for heating and cooling coils Design and construct to facilitate removal and replacement of coil for maintenance and to ensure full airflow through coils
B Water Coils Circuited to provide adequate tube velocities to meet design requirements Internal turbulators are not acceptable

a Piping Connections Schedule 40 steel pipe, threaded, on same end.
b Tubes 1/2" outer diameter copper tubes
c Fins Aluminum fins, rippled for maximum heat transfer
d Fin and Tube Joint Mechanical bond by mechanical expansion of tubes
e Headers Seamless copper tube with brazed joints, prime coated
f Frames Galvanized steel
g Ratings Design tested and rated according to ASHRAE 33 and ARI 410
h Working-Pressure Ratings 200 psig, 325 deg F
i Source Quality Control Test to 300 psig underwater

C Auxiliary Drain Return bends and headers of coils shall be fully concealed within the air-handling unit Provide auxiliary drain pan complete with drain connection at headered end of cooling coils Exterior header covers will not be acceptable
D Coil Removal Coils shall be removable from the unit at the header end, unless shown otherwise on drawings
E Drain and Vent All water coils shall be equipped with a capped vent tapping at the top of the return header, and a capped drain tapping at the bottom of the supply header

2 7 FILTER SECTION

A Filters Comply with NFPA 90A
B Filter Section Provide filter holding frames arranged for vertical orientation, with access doors on both sides of unit Filters shall be removable from one side
C Extended-Surface, Disposable Panel Filters Factory-fabricated, dry, extended-surface filters with holding frames

a Media Two inch thick, fibrous material formed into deep-V-shaped pleats and held

by self-supporting wire grid
b Media and Media-Grid Frame Nonflammable cardboard
c Filter Efficiency MERV 8, according to ASHRAE 52 2-2007

D Rigid Filter Section Provide filter holding frames arranged for flat or angular orientation, with access doors on both sides of unit Filter modules shall be designed to slide out of the unit Side removal 2" filters shall slide into a formed metal track, sealing against metal spacers at each end of the track Provide adequately sized access doors to allow easy removal of filters

PART 3 -EXECUTION

3 1 EXAMINATION

A Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance
B Examine roughing-in of hydronic and condensate drainage piping systems and electrical services to verify actual locations of connections before installation
C Proceed with installation only after unsatisfactory conditions have been corrected.

3 2 INSTALLATION

A Base Mounted Units Support on structural concrete Rotating components shall be internally isolated
B Arrange installation of units to provide access space around modular air-handling units for service and maintenance All access doors, valves, and any part requiring routine maintenance must be accessible from the existing walkway Access door must not be block by any section of pipe, insulation, or hanger/support

3 3 CONNECTIONS

A Piping installation requirements are specified in other Division 15 Sections Drawings indicate general arrangement of piping, fittings, and specialties
B Install piping adjacent to machine to allow service and maintenance
C Connect piping to modular air-handling units mounted on vibration isolators with flexible connectors
D Connect condensate drain pans using Type M copper tubing Extend to nearest equipment or floor drain Construct deep trap at connection to drain pan and install cleanouts at changes in direction
E Hot-and Chilled-Water Piping Comply with applicable requirements in Division 15 Section "Hydronic Piping." Connect to supply and return coil tappings with shutoff or balancing valve and union or flange at each connection
F Duct installation and connection requirements are specified in other Division 15 Sections Drawings indicate general arrangement of ducts and duct accessories Make final duct connections with flexible connections
G Electrical Comply with applicable requirements in Division 16 Sections for power wiring, switches, and motor controls

H Ground equipment according to Division 16 Section "Grounding and Bonding."
I Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B

3 4 FIELD QUALITY CONTROL

A Manufacturer's Field Service Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including piping and electrical connections Report results in writing

a. Leak Test After installation, fill water coils with water and test coils and connections for leaks. Repair leaks and retest until no leaks exist.
b Fan Operational Test After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation Remove malfunctioning units, replace with new units, and retest
c Test and adjust controls and safeties Replace damaged and malfunctioning controls and equipment

3 5 STARTUP SERVICE

A Engage a factory-authorized service representative to perform startup service
B Final Checks before Startup Perform the following

a. Verify that shipping, blocking, and bracing are removed
b Verify that unit is secure on mountings and supporting devices and that all connections to piping, ducts, and electrical systems are complete Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches
c Perform cleaning and adjusting specified in this Section
d Disconnect fan drive from motor, verify proper motor rotation direction, and verify free fan wheel rotation and smooth bearing operations Reconnect fan drive system, align belts, and install belt guards
e Lubricate bearings, pulleys, belts, and other moving parts with factory-recommended lubricants
f Set outside-air damper to fully open position
g Comb coil fins for parallel orientation
h Install clean filters
i Verify that manual and automatic volume control and fire and smoke dampers in connected duct systems are in fully open position

C Starting procedures for modular air-handling units include the following

a. Energize motor; verify proper operation of motor, drive system, and fan wheel Adjust fan to indicated rpm Replace fan and motor pulleys as required to achieve design conditions
b Measure and record motor electrical values for voltage and amperage
c Manually operate dampers from fully closed to fully open position and record fan performance

3 6 ADJUSTING

A Adjust damper linkages for proper damper operation

3 7 CLEANING

A Clean modular air-handling units internally, on completion of installation, according to manufacturer's written instructions Clean fan interiors to remove foreign material and construction dirt and dust Vacuum clean fan wheels, cabinets, and coils entering air face
B After completing system installation and testing, adjusting, and balancing modular air-handling and air-distribution systems, clean filter housings and install new filters

END OF SECTION 15725

SECTION 15815 – METAL DUCTS

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes metal ducts for supply, return, outside, and exhaust air-distribution systems in pressure classes from minus 2-to plus 10-inch wg Metal ducts include the following

a Rectangular ducts and fittings
b Double-wall, round spiral-seam ducts and formed fittings
c Duct liner

B Related Sections include the following

a. Division 15 Section "Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts

1 3 SYSTEM DESCRIPTION

A The new AHU's will attach to existing air movement and distribution equipment and other air system components which are not part of the work scope These systems must perform as originally intended with the new system installed and operational Provide duct layout and configuration drawings and shop drawings stamped by a registered professional engineer for the new replacement air handler Accompany the submittal with calculations showing that proposed layout will provide original design (existing) results without increasing system total pressure

1 4 SUBMITTALS

A Product Data For each type of product indicated, include furnished specialties, and accessories

1 5 QUALITY ASSURANCE

A NFPA Compliance

a. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems "
b NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems "

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection

c Available Manufacturers Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified

2 2 SHEET METAL MATERIALS

A Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections
B Galvanized Sheet Steel Lock-forming quality, complying with ASTM A 653/A 653M and having G60 (Z180) coating designation, ducts shall have mill-phosphatized finish for surfaces exposed to view
C Reinforcement Shapes and Plates Galvanized-steel reinforcement where installed on galvanized sheet metal ducts
D Tie Rods Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less, 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm)

2 3 DUCT LINER

A Fibrous-Glass Liner Comply with NFPA 90A or NFPA 90B and with NAIMA AH124

a Manufacturers

i CertainTeed Corp , Insulation Group
ii Johns Manville International, Inc
iii Knauf Fiber Glass GmbH
iv Owens Corning

b Materials ASTM C 1071, surfaces exposed to air stream shall be coated to prevent erosion of glass fibers

i Thickness 1 inch
ii Thermal Conductivity (k-Value) 0 26 at 75 deg F mean temperature
iii Fire-Hazard Classification Maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E 84
iv Liner Adhesive Comply with NFPA 90A or NFPA 90B and with ASTM C 916
v Mechanical Fasteners Galvanized steel suitable for adhesive attachment, mechanical attachment, or welding attachment to duct without damaging liner when applied as recommended by manufacturer and without causing leakage in duct

- Tensile Strength Indefinitely sustain a 50-lb-(23-kg-) tensile, dead-load test perpendicular to duct wall
- Fastener Pin Length As required for thickness of insulation and without projecting more than 1/8 inch (3 mm) into air stream
- Adhesive for Attaching Mechanical Fasteners Comply with fire-hazard classification of duct liner system

2 4 SEALANT MATERIALS

A Joint and Seam Sealants, General The term "sealant" is not limited to materials of adhesive or mastic nature but includes tapes and combinations of open-weave fabric strips and mastics

B Tape Sealing System Woven-fiber tape impregnated with gypsum mineral compound and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal

C Water-Based Joint and Seam Sealant Flexible, adhesive sealant, resistant to UV light when cured, UL 723 listed, and complying with NFPA requirements for Class 1 ducts

D Solvent-Based Joint and Seam Sealant One-part, nonsag, solvent-release-curing, polymerized butyl sealant formulated with a minimum of 75 percent solids

E Flanged Joint Mastic One-part, acid-curing, silicone, elastomeric joint sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use O

F Flange Gaskets Butyl rubber or EPDM polymer with polyisobutylene plasticizer

2 5 HANGERS AND SUPPORTS

A Hanger Materials Galvanized sheet steel or threaded steel rod

a Hangers Installed in Corrosive Atmospheres Electro-galvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation

b Strap and Rod Sizes Comply with SMACNA's "HVAC Duct Construction Standards-Metal and Flexible" for steel sheet width and thickness and for steel rod diameters

c Galvanized-steel straps attached to aluminum ducts shall have contact surfaces painted with zinc-chromate primer

B Duct Attachments Sheet metal screws, blind rivets, or self-tapping metal screws, compatible with duct materials

C Trapeze and Riser Supports Steel shapes complying with ASTM A 36/A 36M

a. Supports for Galvanized-Steel Ducts Galvanized-steel shapes and plates

b Supports for Stainless-Steel Ducts Stainless-steel support materials

c Supports for Aluminum Ducts Aluminum support materials unless materials are electrolytically separated from ducts

2 6 RECTANGULAR DUCT FABRICATION

A Fabricate ducts, elbows, transitions, offsets, branch connections, and other construction according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" and

complying with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals

a Lengths Fabricate rectangular ducts in lengths appropriate to reinforcement and rigidity class required for pressure class
b Deflection Duct systems shall not exceed deflection limits according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible"

B Transverse Joints Prefabricated slide-on joints and components constructed using manufacturer's guidelines for material thickness, reinforcement size and spacing, and joint reinforcement
C Formed-On Flanges Construct according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," Figure 1-4, using corner, bolt, cleat, and gasket details

a Duct Size Maximum 30 inches (750 mm) wide and up to 2-inch wg (500-Pa) pressure class
b Longitudinal Seams Pittsburgh lock sealed with non-curing polymer sealant

D Cross Breaking or Cross Beading Cross break or cross bead duct sides 19 inches (480 mm) and larger and 0 0359 inch (0 9 mm) thick or less, with more than 10 sq ft (0 93 sq m) of non-braced panel area unless ducts are lined

2 7 APPLICATION OF LINER IN RECTANGULAR DUCTS

A Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited
B Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing
C Butt transverse joints without gaps and coat joint with adhesive
D Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping
E Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and standard liner product dimensions make longitudinal joints necessary
F Secure liner with mechanical fasteners 4 inches (100 mm) from corners and at intervals not exceeding 12 inches (300 mm) transversely, at 3 inches (75 mm) from transverse joints and at intervals not exceeding 18 inches (450 mm) longitudinally
G Secure transversely oriented liner edges facing the air stream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall Fabricate edge facings at the following locations

a. Fan discharges
b Intervals of lined duct preceding unlined duct
c Upstream edges of transverse joints in ducts where air velocities are greater than 2500 fpm (12 7 m/s) or where indicated

H Terminate inner ducts with buildouts attached to fire-damper sleeves, dampers, turning vane assemblies, or other devices Fabricated buildouts (metal hat sections) or other buildout means are optional, when used, secure buildouts to duct walls with bolts, screws, rivets, or welds

PART 3 -EXECUTION

3 1 DUCT APPLICATIONS

A Static-Pressure Classes Unless otherwise indicated, construct ducts according to the following

a Supply Ducts 2-inch wg.
b Return Ducts (Negative Pressure) 1-inch wg.

3 2 DUCT INSTALLATION

A Construct and install ducts according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," unless otherwise indicated
B Install round ducts in lengths not less than 12 feet (3 7 m) unless interrupted by fittings
C Install ducts with fewest possible joints
D Install fabricated fittings for changes in directions, size, and shape and for connections
E Install couplings tight to duct wall surface with a minimum of projections into duct Secure couplings with sheet metal screws Install screws at intervals of 12 inches (300 mm) , with a minimum of 3 screws in each coupling.
F Install ducts, unless otherwise indicated, vertically and horizontally and parallel and perpendicular to building lines, avoid diagonal runs
G Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
H Install ducts with a clearance of 1 inch (25 mm) , plus allowance for insulation thickness
I Conceal ducts from view in finished spaces Do not encase horizontal runs in solid partitions unless specifically indicated
J Coordinate layout with suspended ceiling, fire-and smoke-control dampers, lighting layouts, and similar finished work
K Seal all joints and seams Apply sealant to male end connectors before insertion, and afterward to cover entire joint and sheet metal screws
L Electrical Equipment Spaces Route ducts to avoid passing through transformer vaults and electrical equipment spaces and enclosures
M Non-Fire-Rated Partition Penetrations Where ducts pass through interior partitions and exterior walls and are exposed to view, conceal spaces between construction openings and ducts or duct insulation with sheet metal flanges of same metal thickness as ducts Overlap openings on 4 sides by at least 1-1/2 inches (38 mm)
N Fire-Rated Partition Penetrations Where ducts pass through interior partitions and exterior walls, install appropriately rated fire dampers, sleeves, and firestopping sealant Fire and smoke dampers are specified in Division 15 Section "Duct Accessories " Firestopping materials and installation methods are specified in Division 7 Section "Through-Penetration Firestop Systems "
O Protect duct interiors from the elements and foreign materials until building is enclosed Follow SMACNA's "Duct Cleanliness for New Construction "
P Paint interiors of metal ducts that do not have duct liner for 24 inches (600 mm) upstream of registers and grilles Apply one coat of flat, black, latex finish coat over a compatible galvanized-steel primer Paint materials and application requirements are specified in

Division 9 painting Sections

3 3 SEAM AND JOINT SEALING

A Seal duct seams and joints according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for duct pressure class indicated

a For pressure classes lower than 2-inch wg (500 Pa) , seal transverse joints

B Seal ducts before external insulation is applied

3 4 HANGING AND SUPPORTING

A Support horizontal ducts within 24 inches (600 mm) of each elbow and within 48 inches (1200 mm) of each branch intersection
B Support vertical ducts at maximum intervals of 16 feet (5 m) and at each floor
C Install upper attachments to structures with an allowable load not exceeding one-fourth of failure (proof-test) load

3 5 CONNECTIONS

A Make connections to equipment with flexible connectors according to Division 15 Section "Duct Accessories "
B Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for branch, outlet and inlet, and terminal unit connections

3 6 FIELD QUALITY CONTROL

A Perform the following field tests and inspections according to SMACNA's "HVAC Air Duct Leakage Test Manual" and prepare test reports

a. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements
b Conduct tests at static pressures equal to maximum design pressure of system or section being tested If pressure classes are not indicated, test entire system at maximum system design pressure Do not pressurize systems above maximum design operating pressure Give seven days' advance notice for testing.
c Maximum Allowable Leakage Comply with requirements for Leakage Class 3 for round and flat-oval ducts, Leakage Class 12 for rectangular ducts in pressure classes lower than and equal to 2-inch wg (500 Pa) (both positive and negative pressures), and Leakage Class 6 for pressure classes from 2-to 10-inch wg (500 to 2500 Pa)
d Remake leaking joints and retest until leakage is equal to or less than maximum allowable

3 7 CLEANING NEW SYSTEMS

A Mark position of dampers and air-directional mechanical devices before cleaning, and perform cleaning before air balancing.
B Use service openings, as required, for physical and mechanical entry and for inspection

a Create other openings to comply with duct standards.

b Disconnect flexible ducts as needed for cleaning and inspection
c Remove and reinstall ceiling sections to gain access during the cleaning process

C Clean the following metal duct systems by removing surface contaminants and deposits

a Air outlets and inlets (registers, grilles, and diffusers)
b Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies
c Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains
d Coils and related components
e Return-air ducts, dampers, and actuators except in ceiling plenums and mechanical equipment rooms
f Supply-air ducts, dampers, actuators, and turning vanes

D Mechanical Cleaning Methodology

a Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building
b Use vacuum-collection devices that are operated continuously during cleaning Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure
c Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories
d Clean fibrous-glass duct liner with HEPA vacuuming equipment, do not permit duct liner to get wet
e Clean coils and coil drain pans according to NADCA 1992 Keep drain pan operational Rinse coils with clean water to remove latent residues and cleaning materials, comb and straighten fins

E Cleanliness Verification

a Visually inspect metal ducts for contaminants
b Where contaminants are discovered, re-clean and re-inspect ducts

END OF SECTION 15815

SECTION 15820 – DUCT ACCESSORIES

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes the following

a Backdraft dampers.
b Volume dampers
c Motorized control dampers
d Turning vanes
e Duct-mounted access doors and panels
f Flexible connectors
g Turning vanes
h Duct accessory hardware

1 3 SUBMITTALS

A Product Data. For the following

a Manual-volume dampers
b Duct-mounted access doors and panels
c Motorized control dampers
d Flexible connectors

1 4 QUALITY ASSURANCE

A NFPA Compliance Comply with the following NFPA standards

a NFPA 90A, "Installation of Air Conditioning and Ventilating Systems "
b NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems "

PART 2 -PRODUCTS

2 1 SHEET METAL MATERIALS

A Galvanized, Sheet Steel Lock-forming quality, ASTM A 653/A 653M, G90 (Z275) coating designation, mill-phosphatized finish for surfaces of ducts exposed to view
B Carbon-Steel Sheets ASTM A 366/A 366M, cold-rolled sheets, commercial quality, with oiled, exposed matte finish

C Aluminum Sheets ASTM B 209 (ASTM B 209M) , Alloy 3003, Temper H14, sheet form, with standard, one-side bright finish for ducts exposed to view and mill finish for concealed ducts.
D Extruded Aluminum ASTM B 221 (ASTM B 221M) , Alloy 6063, Temper T6
E Reinforcement Shapes and Plates Galvanized steel reinforcement where installed on galvanized, sheet metal ducts, compatible materials for aluminum and stainless-steel ducts
F Tie Rods Galvanized steel, 1/4-inch (6-mm) minimum diameter for 36-inch (900-mm) length or less, 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm)

2.2 BACKDRAFT DAMPERS

A Manufacturers

a Air Balance, Inc
b American Warming and Ventilating
c CESCO Products
d Duro Dyne Corp
e Greenheck
f Penn Ventilation Company, Inc
g Prefco Products, Inc
h Ruskin Company
i Vent Products Company, Inc

B Description Multiple-blade, parallel action gravity balanced, with[center-pivoted] blades of maximum 6-inch (150-mm) width, with sealed edges, assembled in rattle-free manner with 90degree stop, steel ball bearings, and axles, adjustment device to permit setting for varying differential static pressure
C Frame 0 063-inch thick extruded aluminum, with welded corners
D Blades 0 050-inch thick aluminum sheet.
E Blade Seals Neoprene
F Blade Axles Nonferrous
G Tie Bars and Brackets Aluminum
H Return Spring. Adjustable tension

2 3 MOTORIZED CONTROL DAMPERS

A Available Manufacturers

a. Air Balance, Inc
b Duro Dyne Corp
c Greenheck
d McGill AirFlow Corporation
e METALAIRE, Inc
f Nailor Industries Inc
g. Penn Ventilation Company, Inc
h Ruskin Company

B General Description AMCA-rated, parallel-blade design, minimum of 0 1084-inch-(2 8-mm-) thick, galvanized-steel frames with holes for duct mounting, minimum of 0 0635-inch-

(1 61mm-) thick, galvanized-steel damper blades with maximum blade width of 8 inches (203 mm)

a Secure blades to 1/2-inch-(13-mm-) diameter, zinc-plated axles using zinc-plated hardware, with nylon blade bearings, blade-linkage hardware of zinc-plated steel and brass, ends sealed against spring-stainless-steel blade bearings, and thrust bearings at each end of every blade
b Operating Temperature Range From minus 40 to plus 200 deg F (minus 40 to plus 93 deg C)
c Provide closed-cell neoprene edging

2 4 VOLUME DAMPERS

A General Factory fabricated with required hardware and accessories Stiffen damper blades for stability Include locking device to hold single-blade dampers in a fixed position without vibration Close duct penetrations for damper components to seal duct consistent with pressure class

a Pressure Classifications of 2-inch wg or Higher End bearings or other seals for ducts with axles full length of damper blades and bearings at both ends of operating shaft

B Standard Volume Dampers Multiple-blade, opposed-blade design, standard leakage rating, with linkage outside air stream, and suitable for horizontal or vertical applications

a. Steel Frames Hat-shaped, galvanized, sheet steel channels, minimum of 0 064 inch (1 62 mm) thick, with mitered and welded corners, frames with flanges where indicated for attaching to walls, and flangeless frames where indicated for installing in ducts
b Roll-Formed Steel Blades 0 064-inch-(1 62-mm-) thick, galvanized, sheet steel
c Blade Axles Galvanized steel
d Tie Bars and Brackets Galvanized steel

C Jackshaft 1-inch-(25-mm-) diameter, galvanized steel pipe rotating within a pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies

a. Length and Number of Mountings Appropriate to connect linkage of each damper of a multiple-damper assembly

D Damper Hardware Zinc-plated, die-cast core with dial and handle made of 3/32-inch-(2 4-mm-) thick zinc-plated steel, and a 3/4-inch (19-mm) hexagon locking nut Include center hole to suit damper operating-rod size Include elevated platform for insulated duct mounting.

2 5 DUCT-MOUNTED ACCESS DOORS AND PANELS

A General Fabricate doors and panels airtight and suitable for duct pressure class
B Frame Galvanized, sheet steel, with bend-over tabs and foam gaskets

C Door Double-wall, galvanized, sheet metal construction with insulation fill and thickness and number of hinges and locks as indicated for duct pressure class Include vision panel where indicated Include 1-by-1-inch (25-by-25-mm) butt or piano hinge and cam latches
D Seal around frame attachment to duct and door to frame with neoprene or foam rubber
E Insulation 1-inch-(25-mm-) thick, fibrous-glass or polystyrene-foam board

2 6 FLEXIBLE CONNECTORS

A General Flame-retarded or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1
B Standard Metal-Edged Connectors Factory fabricated with a strip of fabric 3-1/2 inches (89 mm) wide attached to two strips of 2-3/4-inch-(70-mm-) wide, 0 028-inch-(0 7-mm-) thick, galvanized, sheet steel or 0 032-inch (0 8-mm) aluminum sheets Select metal compatible with connected ducts
C Conventional, Indoor System Flexible Connector Fabric Glass fabric double coated with polychloroprene

a. Minimum Weight 26 oz./sq yd (880 g/sq m)
b Tensile Strength 480 lbf/inch (84 N/mm) in the warp, and 360 lbf/inch (63 N/mm) in the filling.

2 7 TURNING VANES

A Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for vanes and vane runners Vane runners shall automatically align vanes
B Manufactured Turning Vanes Fabricate 1-1/2-inch wide, single-vane, curved blades of galvanized sheet steel set 3/4 inch (19 mm) o c , support with bars perpendicular to blades set 2 inches (50 mm) o c , and set into vane runners suitable for duct mounting.

a Manufacturers

i Ductmate Industries, Inc
ii Duro Dyne Corp
iii METALAIRE, Inc
iv Ward Industries, Inc

C Acoustic Turning Vanes Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill

2 8 ACCESSORY HARDWARE

A Instrument Test Holes Cast iron or cast aluminum to suit duct material, including screw cap and gasket Size to allow insertion of pitot tube and other testing instruments, and length to suit duct insulation thickness
B Splitter Damper Accessories Zinc-plated damper blade bracket, 1/4-inch (6-mm) , zinc-plated operating rod, and a duct-mounted, ball-joint bracket with flat rubber gasket and square-head set screw
C Flexible Duct Clamps Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action, in sizes 3 to 18 inches (75 to 450 mm) to suit duct size
D Adhesives High strength, quick setting, neoprene based, waterproof, and resistant to

gasoline and grease

PART 3 -EXECUTION

3 1 INSTALLATION

A Install duct accessories according to applicable details shown in SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for metal ducts and NAIMA's "Fibrous Glass Duct Construction Standards" for fibrous-glass ducts
B Install flexible duct manufactured support elbows at all flexible duct connections to terminal air devices
C Install volume dampers in lined duct; avoid damage to and erosion of duct liner
D Install backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated
E Provide balancing dampers at points on supply, return, and exhaust systems where branches lead from larger ducts as required for air balancing. Install at a minimum of two duct widths from branch takeoff
F Provide test holes at fan inlet and outlet and elsewhere as indicated
G Install duct access panels downstream from volume dampers, turning vanes, and equipment

a Install duct access panels to allow access to interior of ducts for cleaning, inspecting, adjusting, and maintaining accessories and terminal units
b Install access panels on side of duct where adequate clearance is available

H Install the following sizes for duct-mounting, rectangular access doors

a One-Hand or Inspection Access 8 by 5 inches (200 by 125 mm)
b Two-Hand Access 12 by 6 inches (300 by 150 mm)
c Head and Hand Access 18 by 10 inches (460 by 250 mm)
d Head and Shoulders Access 21 by 14 inches (530 by 355 mm)
e Body Access 25 by 14 inches (635 by 355 mm)
f Body Plus Ladder Access 25 by 17 inches (635 by 430 mm)

I Install flexible connectors immediately adjacent to equipment in ducts associated with fans and motorized equipment supported by vibration isolators
J Connect diffusers or light troffer boots to low pressure ducts with maximum 6 foot lengths of flexible duct clamped or strapped in place

3 2 ADJUSTING

A Adjust duct accessories for proper settings
B Final positioning of manual-volume dampers is specified in Division 15 Section "Testing, Adjusting, and Balancing."

END OF SECTION 15820

SECTION 15855 – DIFFUSERS, REGISTERS, AND GRILLES

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes ceiling-and wall-mounted diffusers, registers, and grilles
B Related Sections include the following

a. Division 15 Section "Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers, registers, and grilles

1 3 SUBMITTALS

A Product Data For each product indicated, include the following

a. Data Sheet Indicate materials of construction, finish, and mounting details, and performance data including throw and drop, static-pressure drop, and noise ratings
b Diffuser, Register, and Grille Schedule Indicate Drawing designation, room location, quantity, model number, size, and accessories furnished.

B Coordination Drawings Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved

a. Ceiling suspension assembly members
b Method of attaching hangers to building structure
c Size and location of initial access modules for acoustical tile
d Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings
e Duct access panels

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection

a. Products As scheduled on drawings or Engineer approved equivalent

2 2 SOURCE QUALITY CONTROL

A Verification of Performance Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets "

PART 3 -EXECUTION

3 1 EXAMINATION

A Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance
B Proceed with installation only after unsatisfactory conditions have been corrected

3 2 INSTALLATION

A Install diffusers, registers, and grilles level and plumb
B Insulate back surfaces of supply diffusers, registers, and grilles
C Ceiling-Mounted Outlets and Inlets Drawings indicate general arrangement of ducts, fittings, and accessories Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop Make final locations where indicated, as much as practicable For units installed in lay-in ceiling panels, locate units in the center of panel Where architectural features or other items conflict with installation, notify Architect for a determination of final location
D Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers

3 3 ADJUSTING

A After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing

END OF SECTION 15855

North County Annex
AHU 1 & 2 Replacement

SECTION 15990 – TESTING, ADJUSTING, AND BALANCING

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes testing, adjusting, and balancing HVAC systems to produce design objectives, including the following

a. Balancing airflow within distribution systems, including submains, branches, and terminals, to indicated quantities according to specified tolerances
b Adjusting total HVAC systems to provide indicated quantities
c Measuring electrical performance of HVAC equipment.
d Setting quantitative performance of HVAC equipment
e Reporting results of the activities and procedures specified in this Section

1 3 DEFINITIONS

A Adjust To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper
B Balance To proportion flows within the distribution system, including submains, branches, and terminals, according to design quantities
C Draft A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated
D Procedure An approach to and execution of a sequence of work operations to yield repeatable results
E Report Forms Test data sheets for recording test data in logical order
F Static Head The pressure due to the weight of the fluid above the point of measurement In a closed system, static head is equal on both sides of the pump
G System Effect A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system
H System Effect Factors Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested
I Terminal A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system
J Test A procedure to determine quantitative performance of a system or equipment
K Testing, Adjusting, and Balancing Agent The entity responsible for performing and reporting the testing, adjusting, and balancing procedures
L AABC Associated Air Balance Council
M AMCA Air Movement and Control Association
N CTI Cooling Tower Institute
O NEBB National Environmental Balancing Bureau

P SMACNA Sheet Metal and Air Conditioning Contractors' National Association

1 4 SUBMITTALS

A Quality-Assurance Submittals Within 30 days from the Contractor's Notice to Proceed, submit 2 copies of evidence that the testing, adjusting, and balancing Agent and this Project's testing, adjusting, and balancing team members meet the qualifications specified in the "Quality Assurance" Article below

B Contract Documents Examination Report Within 45 days from the Contractor's Notice to Proceed, submit 2 copies of the Contract Documents review report as specified in Part 3 of this Section

C Strategies and Procedures Plan Within 60 days from the Contractor's Notice to Proceed, submit 2 copies of the testing, adjusting, and balancing strategies and step-by-step procedures as specified in Part 3 "Preparation" Article below Include a complete set of report forms intended for use on this Project.

D Certified Testing, Adjusting, and Balancing Reports Submit 2 copies of reports prepared, as specified in this Section, on approved forms certified by the testing, adjusting, and balancing Agent.

E Warranty Submit 2 copies of special warranty specified in the "Warranty" Article below

1 5 QUALITY ASSURANCE

A Agent Qualifications Engage a testing, adjusting, and balancing agent certified by either AABC or NEBB

B Certification of Testing, Adjusting, and Balancing Reports Certify the testing, adjusting, and balancing field data reports. This certification includes the following

a. Review field data reports to validate accuracy of data and to prepare certified testing, adjusting, and balancing reports

b Certify that the testing, adjusting, and balancing team complied with the approved testing, adjusting, and balancing plan and the procedures specified and referenced in this Specification

C Testing, Adjusting, and Balancing Reports Use standard forms from either AABC's "National Standards for Testing, Adjusting, and Balancing" or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems "

D Instrumentation Type, Quantity, and Accuracy As described in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems," Section II, "Required Instrumentation for NEBB Certification "

E Instrumentation Calibration Calibrate instruments at least every 6 months or more frequently if required by the instrument manufacturer

1 6 COORDINATION

A Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist testing, adjusting, and balancing activities

B Cooperate with the Owner during testing, adjusting, and balancing operations to minimize conflicts with the Owner's operations Provide 7 days' advance notice for each test Include scheduled test dates and times

C Perform testing, adjusting, and balancing after leakage and pressure tests on air and water

distribution systems have been satisfactorily completed

1 7 WARRANTY

A General Warranty The national project performance guarantee specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents

B Special Guarantee Provide a guarantee on NEBB forms stating that NEBB will assist in completing the requirements of the Contract Documents if the testing, adjusting, and balancing Agent fails to comply with the Contract Documents Guarantee includes the following provisions

a The certified Agent has tested and balanced systems according to the Contract Documents

b Systems are balanced to optimum performance capabilities within design and installation limits

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION

3 1 EXAMINATION

A Examine Contract Documents to become familiar with project requirements and to discover conditions in systems' designs that may preclude proper testing, adjusting, and balancing of systems and equipment

a. Contract Documents are defined in the General and Supplementary Conditions of the Contract

b Verify that balancing devices are required by the Contract Documents Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation

B Examine approved submittal data of HVAC systems and equipment

C Examine project record documents described in Division 1 Section "Project Record Documents "

D Examine Engineer's design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls

E Examine equipment performance data, including fan and pump curves Relate performance data to project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system Calculate system effect factors to reduce the performance ratings of HVAC equipment when installed under conditions different from those presented when the equipment was performance tested at the factory To calculate system effects for air systems, use tables and

charts found in AMCA 201, "Fans and Systems," Sections 7 through 10, or in SMACNA's "HVAC Systems-Duct Design," Sections 5 and 6 Compare this data with the design data and installed conditions

F Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Specification Sections have been performed

G Examine system and equipment test reports

H Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation

I Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing

J Examine air-handling equipment to ensure clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation

K Examine plenum ceilings, utilized for supply air, to verify that they are airtight Verify that pipe penetrations and other holes are sealed

L Examine equipment for installation and for properly operating safety interlocks and controls

M Examine automatic temperature system components to verify the following

a. Dampers, valves, and other controlled devices operate by the intended controller
b Dampers and valves are in the position indicated by the controller
c Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions
d Automatic modulating and shutoff valves, including 2-way valves and 3-way mixing and diverting valves, are properly connected.
e Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls
f Sensors are located to sense only the intended conditions
g Sequence of operation for control modes is according to the Contract Documents
h Controller set points are set at design values Observe and record system reactions to changes in conditions Record default set points if different from design values
i Interlocked systems are operating.
j Changeover from heating to cooling mode occurs according to design values

N Report deficiencies discovered before and during performance of testing, adjusting, and balancing procedures

3 2 PREPARATION

A Prepare a testing, adjusting, and balancing plan that includes strategies and step-by-step procedures

B Complete system readiness checks and prepare system readiness reports Verify the following

a. Permanent electrical power wiring is complete
b Automatic temperature-control systems are operational
c Equipment and duct access doors are securely closed

d Balance, smoke, and fire dampers are open
e Windows and doors can be closed so design conditions for system operations can be met

3 3 GENERAL TESTING AND BALANCING PROCEDURES

A Perform testing and balancing procedures on each system according to the procedures contained in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and this Section.
B Cut insulation, ducts, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures After testing and balancing, close probe holes and patch insulation with new materials identical to those removed Restore vapor barrier and finish according to the insulation Specifications for this Project
C Mark equipment settings with paint or other suitable, permanent identification material, including damper-control positions, valve indicators, fan-speed-control levers, and similar controls and devices, to show final settings

3 4 FUNDAMENTAL AIR SYSTEMS' BALANCING PROCEDURES

A Prepare test reports for both fans and outlets Obtain manufacturer's outlet factors and recommended testing procedures Crosscheck the summation of required outlet volumes with required fan volumes
B Prepare schematic diagrams of systems' "as-built" duct layouts
C Determine the best locations in main and branch ducts for accurate duct airflow measurements
D Check the airflow patterns from the outside-air louvers and dampers and the return-and exhaust-air dampers, through the supply-fan discharge and mixing dampers
E Locate start-stop and disconnect switches, electrical interlocks, and motor starters
F Verify that motor starters are equipped with properly sized thermal protection
G Check dampers for proper position to achieve desired airflow path
H Check for airflow blockages
I Check condensate drains for proper connections and functioning.
J Check for proper sealing of air-handling unit components

3 5 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

A Prepare test reports with pertinent design data, and number in sequence starting at pump to end of system Check the sum of branch-circuit flows against the approved pump flow rate Correct variations that exceed plus or minus 5 percent.
B Prepare schematic diagrams of systems' "as-built" piping layouts
C Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above

a Open all manual valves for maximum flow
b Check liquid level in expansion tank
c Check makeup water-station pressure gage for adequate pressure for highest vent
d Check flow-control valves for specified sequence of operation, and set at indicated flow
e Set differential-pressure control valves at the specified differential pressure Do not set at fully closed position when pump is positive-displacement type unless several terminal valves are kept open

f Set system controls so automatic valves are wide open to heat exchangers
g Check pump-motor load If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded
h Check air vents for a forceful liquid flow exiting from vents when manually operated

3 6 PROCEDURES FOR AIR HANDLER SYSTEM

A Adjust fan to deliver total indicated airflow within the maximum allowable fan speed listed by fan manufacturer

a Measure total airflow

i Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow

b Measure fan static pressure as follows to determine actual static pressure

i Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions
ii Measure static pressure directly at the fan outlet or through the flexible connection
iii Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions
iv Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan

c Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment

i Report the cleanliness status of filters and the time static pressures are measured

d Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions
e Review Record Documents to determine variations in design static pressures versus actual static pressures Calculate actual system-effect factors Recommend adjustments to accommodate actual conditions
f Adjust fans, belts, and pulley sizes to achieve indicated air-handling-unit performance. Mechanical contractor to provide sheaves/pulleys as required
g. Do not make fan-speed adjustments that result in motor overload Consult equipment manufacturers about fan-speed safety factors Modulate dampers and measure fan-motor amperage to ensure that no overload will occur Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower

B Adjust volume damper for main duct to indicated airflow within specified tolerances

a. Measure static pressure at a point downstream from the balancing damper, and adjust volume damper until the proper static pressure is achieved

C Measure air outlets and inlets without making adjustments

a Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors

D Adjust air outlets and inlets for the space to indicated airflows within specified tolerances of indicated values

a Adjust each outlet in space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents
b Adjust patterns of adjustable outlets for proper distribution without drafts

3 7 PROCEDURES FOR HEAT-TRANSFER COILS

A Water Coils Measure the following data for each coil

a. Entering-and leaving-water temperature
b Water flow rate and pressure drop
c Dry-bulb temperature of entering and leaving air
d Wet-bulb temperature of entering and leaving air for cooling coils
e Airflow and air pressure drop

B Make all reasonable efforts to obtain inlet air conditions as near as possible to design conditions

3 8 MOTORS

A Motors Test at final balanced conditions and record the following data.

a Manufacturer, model, and serial numbers
b Motor horsepower rating
c Motor rpm
d Efficiency rating if high-efficiency motor
e Nameplate and measured voltage, each phase
f Nameplate and measured amperage, each phase
g Starter thermal-protection-element rating.

3 9 TEMPERATURE-CONTROL VERIFICATION

A Verify that controllers are calibrated and commissioned
B Check transmitter and controller locations and note conditions that would adversely affect control functions
C Record controller settings and note variances between set points and actual measurements
D Check the operation of limiting controllers (i e , high-and low-temperature controllers)
E Check free travel and proper operation of control devices such as damper and valve operators

F Check the sequence of operation of control devices Note air pressures and device positions and correlate with airflow and water flow measurements Note the speed of response to input changes
G Check the interaction of interlock and lockout systems
H Record voltages of power supply and controller output Determine whether the system operates on a grounded or non-grounded power supply

3 10 TOLERANCES

A Set HVAC system airflow and water flow rates within the following tolerances

a Supply, Return, and Exhaust Fans and Equipment with Fans Plus 5 to plus 10 percent
b Air Outlets and Inlets 0 to minus 10 percent

3 11 REPORTING

A General Computer printout in letter-quality font, on standard bond paper, in 3-ring binder, tabulated and divided into sections by tested and balanced systems
B Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer

a. Include a list of the instruments used for procedures, along with proof of calibration

C Final Report Contents In addition to the certified field report data, include the following

a Fan curves
b Manufacturers' test data.
c Field test reports prepared by system and equipment installers.
d Other information relative to equipment performance, but do not include approved Shop Drawings and Product Data.

D General Report Data In addition to the form titles and entries, include the following data in the final report, as applicable

a. Title page
b Name and address of testing, adjusting, and balancing Agent
c Project name
d Project location
e Architect's name and address
f Engineer's name and address
g Contractor's name and address
h Report date
i Signature of testing, adjusting, and balancing Agent who certifies the report
j Summary of contents, including the following

i Design versus final performance
ii Notable characteristics of systems
iii Description of system operation sequence if it varies from the Contract Documents

k Nomenclature sheets for each item of equipment
l Data for terminal units, including manufacturer, type size, and fittings
m Notes to explain why certain final data in the body of reports vary from design values
n Test conditions for fans and pump performance forms, including the following.

i Settings for outside-, return-, and exhaust-air dampers
ii Conditions of filters
iii Cooling coil, wet-and dry-bulb conditions
iv Face and bypass damper settings at coils
v Fan drive settings, including settings and percentage of maximum pitch diameter
vi Settings for supply-air, static-pressure controller
vii Other system operating conditions that affect performance

E System Diagrams Include schematic layouts of air and hydronic distribution systems Present with single-line diagrams and include the following

a Quantities of outside, supply, return, and exhaust airflows
b Water flow rates
c Duct, outlet, and inlet sizes
d Pipe and valve sizes and locations
e Terminal units
f Balancing stations

F Fan Test Reports For supply, return, and exhaust fans, include the following

a Fan Data Include the following

i System identification
ii Location
iii Make and type
iv Model number and size
v Manufacturer's serial number
vi Arrangement and class
vii Sheave make, size in inches (mm) , and bore
viii Sheave dimensions, center-to-center and amount of adjustments in inches (mm)

b Motor Data. Include the following.

i Make and frame type and size
ii Horsepower and rpm
iii Volts, phase, and hertz.
iv Full-load amperage and service factor
v Sheave make, size in inches (mm) , and bore
vi Sheave dimensions, center-to-center and amount of adjustments in inches (mm)
vii Number of belts, make, and size

c Test Data Include design and actual values for the following

i Total airflow rate in cfm (L/s)
ii Total system static pressure in inches wg (Pa)
iii Fan rpm
iv Discharge static pressure in inches wg (Pa)
v Suction static pressure in inches wg (Pa)

G System-Coil Reports For reheat coils and water coils of terminal units, include the following

a. Unit Data Include the following

i System and air-handling unit identification
ii Location and zone
iii Coil make and size

b Test Data Include design and actual values for the following

i Airflow rate in cfm (L/s)
ii Entering-water temperature in deg F (deg C)
iii Leaving-water temperature in deg F (deg C)
iv Water pressure drop in feet of head or psig (kPa)
v Entering-air temperature in deg F (deg C)
vi Leaving-air temperature in deg F (deg C)

H Fan Test Reports For supply, return, and exhaust fans, include the following

a. Fan Data

i System identification
ii Location
iii Make and type
iv Model number and size
v Manufacturer's serial number
vi Arrangement and class
vii Sheave make, size in inches (mm), and bore
viii Sheave dimensions, center-to-center, and amount of adjustments in inches (mm)

b Motor Data.

i Make and frame type and size
ii Horsepower and rpm
iii Volts, phase, and hertz
iv Full-load amperage and service factor
v Sheave make, size in inches (mm), and bore
vi Sheave dimensions, center-to-center, and amount of adjustments in inches (mm)

vii Number of belts, make, and size

c Test Data (Indicated and Actual Values)

i Total airflow rate in cfm (L/s)
ii Total system static pressure in inches wg (Pa)
iii Fan rpm
iv Discharge static pressure in inches wg (Pa)
v Suction static pressure in inches wg (Pa)

I Instrument Calibration Reports For instrument calibration, include the following

a. Report Data Include the following

i Instrument type and make
ii Serial number
iii Application
iv Dates of use
v Dates of calibration

END OF SECTION 15990

SECTION 16050 – BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes the following

a Electrical equipment coordination and installation
b Sleeves for raceways and cables
c Sleeve seals
d Electrical identification
e Common electrical installation requirements

1 3 DEFINITIONS

A ATS Acceptance Testing Specifications
B EPDM Ethylene-propylene-diene terpolymer rubber
C NBR Acrylonitrile-butadiene rubber

1 4 SUBMITTALS

A Product Data. For each type of product indicated

1 5 QUALITY ASSURANCE

A Test Equipment Suitability and Calibration Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration "

1 6 COORDINATION

A Coordinate arrangement, mounting, and support of electrical equipment

a. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated
b To provide for ease of disconnecting the equipment with minimum interference to other installations
c To allow right of way for piping and conduit installed at required slope
d So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment

B Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed
C Coordinate location of access panels and doors for electrical items that are behind finished

surfaces or otherwise concealed Access doors and panels are specified in Division 8 Section "Access Doors and Frames "

D Coordinate electrical testing of electrical, mechanical, and architectural items, so equipment and systems that are functionally interdependent are tested to demonstrate successful interoperability

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection

a Available Manufacturers Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified

b Manufacturers Subject to compliance with requirements, provide products by one of the manufacturers specified

2 2 SLEEVES FOR RACEWAYS AND CABLES

A Steel Pipe Sleeves ASTM A 53/A 53M, Type E, Grade B, Schedule 40 galvanized steel, plain ends

B Cast-Iron Pipe Sleeves Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated

C Sleeves for Rectangular Openings Galvanized sheet steel with minimum 0 052-or 0 138-inch (1 3-or 3 5-mm) thickness as indicated and of length to suit application.

D Coordinate sleeve selection and application with selection and application of firestopping specified in Division 7 Section "Through-Penetration Firestop Systems "

2 3 ELECTRICAL IDENTIFICATION

A Identification Devices A single type of identification product for each application category Use colors prescribed by ANSI A13 1, NFPA 70, and these Specifications

B Raceway and Cable Labels Comply with ANSI A13 1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway and cable size

C Tape Markers for Wire Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters

D Engraved-Plastic Labels, Signs, and Instruction Plates Engraving stock, melamine plastic laminate punched or drilled for mechanical fasteners 1/16-inch (1 6-mm) minimum thickness for signs up to 20 sq in (129 sq cm) and 1/8-inch (3 2-mm) minimum thickness for larger sizes Engraved legend in black letters on white background

E Fasteners for Nameplates and Signs Self-tapping, stainless-steel screws or No 10/32 stainless-steel machine screws with nuts and flat and lock washers

PART 3 -EXECUTION

3 1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A Comply with NECA 1
B Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items
C Headroom Maintenance If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements
D Equipment Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity
E Right of Way Give to raceways and piping systems installed at a required slope

3 2 SLEEVE INSTALLA TION FOR ELECTRICAL PENETRATIONS

A Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies
B Coordinate sleeve selection and application with selection and application of firestopping.
C C Concrete Slabs and Walls Install sleeves for penetrations unless core-drilled holes or formed openings are used Install sleeves during erection of slabs and walls
D Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening
E Rectangular Sleeve Minimum Metal Thickness

a For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0 052 inch (1 3 mm)
b For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0 138 inch (3 5 mm)

F Fire-Rated Assemblies Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall
G Cut sleeves to length for mounting flush with both surfaces of walls
H Extend sleeves installed in floors 2 inches (50 mm) above finished floor level
I Size pipe sleeves to provide 1/4-inch (6 4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed
J Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies
K Interior Penetrations of Non-Fire-Rated Walls and Floors Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint Refer to Division 7 Section "Joint Sealants" for materials and installation
L Fire-Rated-Assembly Penetrations Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with Division 7 Section "Through-Penetration Firestop Systems "

M Roof-Penetration Sleeves Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work
N Aboveground, Exterior-Wall Penetrations Seal penetrations using sleeves and mechanical sleeve seals Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals
O Underground, Exterior-Wall Penetrations Install cast-iron "wall pipes" for sleeves Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals

3 3 SLEEVE-SEAL INSTALLATION

A Install to seal underground, exterior wall penetrations
B Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size Position raceway or cable in center of sleeve Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal

3 4 IDENTIFICATION MATERIALS AND DEVICES

A Install at locations for most convenient viewing without interference with operation and maintenance of equipment Provide labels for all of the following

a. Panelboards and switchboards
b Receptacles.
c Motor Starters
d 3-pole Circuit Breakers
e Disconnects
f Contactors

B Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards Use consistent designations throughout Project
C Self-Adhesive Identification Products Clean surfaces before applying.
D Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows

Consult Galveston Count Facilities Manager

E Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows

Consult Galveston Count Facilities Manager

F Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910 145, and where needed 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 are needed for system or equipment operation Install metal-backed butyrate signs for outdoor items

3 5 FIRESTOPPING

A Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly Firestopping materials and installation requirements are specified in Division 7 Section "Through-Penetration Firestop Systems."

3 6 FIELD QUALITY CONTROL

A Inspect installed sleeve and sleeve-seal installations and associated firestopping for damage and faulty work.

END OF SECTION 16050

SECTION 16060 – GROUNDING AND BONDING

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes grounding of electrical systems and equipment Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections

1 3 SUBMITTALS

A Product Data. For each type of product indicated.

1 4 QUALITY ASSURANCE

A Electrical Components, Devices, and Accessories Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use

a. Comply with UL 467

PART 2 -PRODUCTS

2 1 GROUNDING CONDUCTORS

A Equipment Grounding Conductors Insulated with green-colored insulation
B Bare Copper Conductors Comply with the following

a. Solid Conductors ASTM B 3
b Assembly of Stranded Conductors ASTM B 8
c Tinned Conductors ASTM B 33

2 2 CONNECTOR PRODUCTS

A Comply with IEEE 837 and UL 467, listed for use for specific types, sizes, and combinations of conductors and connected items
B Bolted Connectors. Bolted-pressure-type connectors, or compression type
C Welded Connectors Exothermic-welded type, in kit form, and selected per manufacturer's written instructions

PART 3 -EXECUTION

3 1 APPLICATION

A In raceways, use insulated equipment grounding conductors
B Equipment Grounding Conductor Terminations Use bolted pressure clamps

3 2 EQUIPMENT GROUNDING CONDUCTORS

A Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated
B Install insulated equipment grounding conductors in all feeders and circuits

3 3 INSTALLATION

A Grounding Conductors Route along shortest and straightest paths possible, unless otherwise indicated Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage
B Bonding Straps and Jumpers Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required, then, use a bolted clamp Bond straps directly to the basic structure taking care not to penetrate any adjacent parts Install straps only in locations accessible for maintenance

3 4 CONNECTIONS

A General Make connections so galvanic action or electrolysis possibility is minimized Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible

a. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series
b Make connections with clean, bare metal at points of contact.
c Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps
d Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps
e Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces

B Equipment Grounding Conductor Terminations For No 8 AWG and larger, use pressure-type grounding lugs No 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors
C Non-contact Metal Raceway Terminations If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing Connect grounding bushings with a bare grounding conductor to

grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated

D Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values If manufacturer's torque values are not indicated, use those specified in UL 486A

E Compression-Type Connections Use hydraulic compression tools to provide correct circumferential pressure for compression connectors Use tools and dies recommended by connector manufacturer Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor

3 5 FIELD QUALITY CONTROL

A After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements

B Perform the following tests, prepare and submit reports

a. Test completed grounding system at service disconnect enclosure grounding terminal, at individual ground rods, and at test wells Make tests at ground rods prior to connecting conductors

i Measure ground resistance not less than three days after last trace of precipitation, and without soil being moistened by any means

ii Perform tests by fall of potential method according to IEEE 81

b Measured ground resistance is not to exceed 8 ohms

c Report results of testing in writing to Architect

d If resistance to ground exceeds specified values, provide in report recommendations to reduce ground resistance

END OF SECTION 16060

North County Annex
AHU 1 & 2 Replacement

SECTION 16120 - CONDUCTORS AND CABLES

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less

1 3 QUALITY ASSURANCE

A Listing and Labeling Provide wires and cables specified in this Section that are listed and labeled

a. The Terms "Listed" and "Labeled" As defined in NFPA 70, Article 100

B Comply with NFPA 70

1 4 DELIVERY, STORAGE, AND HANDLING

A Deliver wires and cables according to NEMA WC 26

1 5 COORDINATION

A Coordinate layout and installation of cables with other installations
B Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Engineer

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A Available Manufacturers Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following

a Wires and Cables

i Alcan Aluminum Corporation, Alcan Cable Div
ii American Insulated Wire Corp , Leviton Manufacturing Co
iii BICC Brand-Rex Company

iv Carol Cable Co , Inc
v Senator Wire & Cable Company
vi Southwire Company

b Connectors for Wires and Cables

i AMP Incorporated
ii General Signal, O-Z/Gedney Unit
iii Monogram Co , AFC
iv Square D Co , Anderson
v 3M Company, Electrical Products Division

2 2 BUILDING WIRES AND CABLES

A UL-listed building wires and cables with conductor material, insulation type, cable construction, and rating as specified in Part 3 "Wire and Insulation Applications" Article
B Rubber Insulation Material Comply with NEMA WC 3
C Thermoplastic Insulation Material Comply with NEMA WC 5
D Cross-Linked Polyethylene Insulation Material Comply with NEMA WC 7
E Ethylene Propylene Rubber Insulation Material Comply with NEMA WC 8
F Conductor Material Copper
G Stranding Solid conductor for No 10 AWG and smaller; stranded conductor for larger than No 10 AWG

2 3 CONNECTORS AND SPLICES

A UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated Comply with Project's installation requirements and as specified in Part 3 "Wire and Insulation Applications" Article

PART 3 -EXECUTION

3 1 EXAMINATION

A Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables Do not proceed with installation until unsatisfactory conditions have been corrected

3 2 WIRE AND INSULATION APPLICATIONS

A Feeders Type THHN/THWN, in raceway
B Branch Circuits Type THHN/THWN, in raceway
C Class 1 Control Circuits Type THHN/THWN, in raceway
D Class 2 Control Circuits Type THHN/THWN, in raceway

3 3 INSTALLATION

A Install wires and cables as indicated, according to manufacturer's written instructions and NECA's "Standard of Installation "
B Remove existing wires from raceway before pulling in new wires and cables
C Pull Conductors Use manufacturer-approved pulling compound or lubricant where necessary, compound used must not deteriorate conductor or insulation Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values
D Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway
E Install exposed cables, parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible
F Support cables according to Division 16 Section "Basic Electrical Materials and Methods "
G Seal around cables penetrating fire-rated elements according to Division 7 Section "Firestopping "
H Identify wires and cables according to Division 16 Section "Basic Electrical Materials and Methods "

3 4 CONNECTIONS

A Conductor Splices Keep to minimum
B Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced
C Use splice and tap connectors compatible with conductor material
D Wiring at Outlets Install conductor at each outlet, with at least 12 inches (300 mm) of slack.
E Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer
F Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B

3 5 FIELD QUALITY CONTROL

A Testing On installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements

a. Procedures Perform each visual and mechanical inspection and electrical test stated in NETA ATS, Section 7 3 1 Certify compliance with test parameters

B Correct malfunctioning conductors and cables at Project site, where possible, and retest to demonstrate compliance, otherwise, remove and replace with new units and retest

END OF SECTION 16120

North County Annex
AHU 1 & 2 Replacement

SECTION 16130 – RACEWAYS AND BOXES

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

a. Raceways include the following

i RNC
ii IMC
iii EMT
iv FMC
v LFNC
vi Wireways

b Boxes, enclosures, and cabinets include the following

i Device boxes
ii Pull and junction boxes
iii Cabinets and hinged-cover enclosures

1 3 DEFINITIONS

A EMT Electrical metallic tubing.
B ENT Electrical nonmetallic tubing
C FMC Flexible metal conduit
D IMC Intermediate metal conduit
E LFMC Liquidtight flexible metal conduit.
F LFNC Liquidtight flexible nonmetallic conduit
G RMC Rigid metal conduit.
H RNC Rigid nonmetallic conduit

1 4 SUBMITTALS

A Product Data For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets

1 5 QUALITY ASSURANCE

A Listing and Labeling Provide raceways and boxes specified in this Section that are listed and labeled

a The Terms "Listed" and "Labeled" As defined in NFPA 70, Article 100

B Comply with NECA's "Standard of Installation "
C Comply with NFPA 70

1 6 COORDINATION

A Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A Manufacturers Subject to compliance with requirements, provide products by one of the following

a. Metal Conduit and Tubing

i Alflex Corp
ii Anamet, Inc , Anaconda Metal Hose
iii Anixter Brothers, Inc
iv Carol Cable Co , Inc
v Cole-Flex Corp
vi Electri-Flex Co
vii Flexcon, Inc , Coleman Cable Systems, Inc
viii Grinnell Co , Allied Tube and Conduit Div
ix. Monogram Co , AFC
x. Spiraduct, Inc
xi Triangle PWC, Inc
xii Wheatland Tube Co

b Conduit Bodies and Fittings

i American Electric, Construction Materials Group
ii Crouse-Hinds, Div of Cooper Industries
iii Emerson Electric Co , Appleton Electric Co
iv Hubbell, Inc , Killark Electric Manufacturing Co
v Lamson & Sessions, Carlon Electrical Products
vi O-Z/Gedney, Unit of General Signal
vii Scott Fetzer Co , Adalet-PLM
viii Spring City Electrical Manufacturing Co

c Non-metallic Conduit And Tubing

i American International

ii Anamet Electrical, Inc , Anaconda Metal Hose
iii Arnco Corp
iv Cantex Inc
v Certainteed Corp , Pipe & Plastics Group
vi Condux International
vii ElecSYS Inc
viii Electri-Flex Co
ix Lamson & Sessions, Carlon Electrical Products
x Manhattan/CDT/Cole-Flex
xi RACO, Division of Hubbell, Inc
xii Spiralduct, Inc./AFC Cable Systems, Inc
xiii Thomas & Betts Corporation

d Metal Wireways

i Hoffman Engineering Co
ii Keystone/Rees, Inc
iii Square D Co

e Surface Metal Raceways

i Airey-Thompson Co , Inc , A-T Power Systems
ii American Electric, Construction Materials Group
iii Butler Manufacturing Co , Walker Division
iv Wiremold Co (The), Electrical Sales Division

f Boxes, Enclosures, and Cabinets

i American Electric, FL Industries.
ii Butler Manufacturing Co , Walker Division
iii Crouse-Hinds, Div of Cooper Industries
iv Electric Panelboard Co , Inc
v Erickson Electrical Equipment Co
vi Hoffman Engineering Co , Federal-Hoffman, Inc
vii Hubbell Inc , Killark Electric Manufacturing Co
viii Hubbell Inc , Raco, Inc
ix Lamson & Sessions, Carlon Electrical Products
x O-Z/Gedney, Unit of General Signal
xi Parker Electrical Manufacturing Co
xii Robroy Industries, Inc , Electrical Division
xiii Scott Fetzer Co , Adalet-PLM
xiv Spring City Electrical Manufacturing Co
xv Thomas & Betts Corp
xvi Woodhead Industries, Inc , Daniel Woodhead Co

2 2 METAL CONDUIT AND TUBING

A Rigid Steel Conduit. ANSI C80 1
B IMC ANSI C80 6
C EMT and Fittings ANSI C80 3

a Fittings Compression type
D LFMC Flexible steel conduit with PVC jacket
E FMC Zinc-coated steel
F Fittings NEMA FB 1, compatible with conduit/tubing materials

2 3 NONMETALLIC CONDUIT AND TUBING

A ENT NEMA TC 13
B RNC NEMA TC 2, Schedule 40 and Schedule 80 PVC
C ENT and RNC Fittings NEMA TC 3, match to conduit or tubing type and material
D LFNC UL 1660

2 4 METAL 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 wireways as required for complete system
C Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70
D Wireway Covers Screw-cover type
E Finish Manufacturer's standard enamel finish

2 5 NON-METALLIC WIREWAYS

A Description Fiberglass polyester, extruded and fabricated to size and shape indicated, with no holes or knockouts Cover is gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance Connections are flanged, with stainless-steel screws and oil-resistant gaskets
B Description PVC plastic, extruded and fabricated to size and shape indicated, with snap-on cover and mechanically coupled connections with plastic fasteners
C Fittings and Accessories Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system
D Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70

2 6 SURFACE RACEWAYS

A Surface Metal Raceways Galvanized steel with snap-on covers Finish with manufacturer's standard prime coating
B Surface Nonmetallic Raceways 2-piece construction, manufactured of rigid PVC compound with matte texture and manufacturer's standard color
C Types, sizes, and channels as indicated and required for each application, with fittings that match and mate with raceways

2 7 OUTLET AND DEVICE BOXES

A Sheet Metal Boxes NEMA OS 1

2 8 PULL AND JUNCTION BOXES

A Small Sheet Metal Boxes NEMA OS 1

2 9 BOXES, ENCLOSURES, AND CABINETS

A Sheet Metal Outlet and Device Boxes NEMA OS 1
B Cast-Metal Outlet and Device Boxes NEMA FB 1, Type FD, with gasketed cover
C Small Sheet Metal Pull and Junction Boxes NEMA OS 1
D Hinged-Cover Enclosures NEMA 250, Type 1, with continuous hinge cover and flush latch

a Metal Enclosures Steel, finished inside and out with manufacturer's standard enamel

E Cabinets NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel Hinged door in front cover with flush latch and concealed hinge Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment

PART 3 -EXECUTION

3 1 EXAMINATION

A Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation Do not proceed with installation until unsatisfactory conditions have been corrected

3 2 WIRING METHODS

A Outdoors Use the following wiring methods

a Exposed Rigid steel or IMC
b Concealed Rigid steel or IMC
c Underground, Single Run or Grouped RNC
d Damp or Wet Locations RNC
e Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment) LFMC
f Boxes and Enclosures NEMA 250, Type 3R or Type 4

B Indoors Use the following wiring methods

a Exposed EMT
b Concealed EMT
c Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment) FMC, except in wet or damp locations, use LFMC
d Damp or Wet Locations Rigid steel conduit.
e Boxes and Enclosures NEMA 250, Type 1, except as follows

1 Damp or Wet Locations NEMA 250, Type 4, stainless steel

C Minimum Raceway Size 3/4-inch trade size
D Raceway Fittings Compatible with raceways and suitable for use and location

a. Intermediate Steel Conduit Use threaded rigid steel conduit fittings, unless otherwise indicated
b PVC Externally Coated, Rigid Steel Conduits Use only fittings approved for use with that material Patch all nicks and scrapes in PVC coating after installing conduits

E Do not install aluminum conduits embedded in or in contact with concrete

3 3 INSTALLATION

A Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions
B Minimum Raceway Size 3/4-inch trade size (DN21)
C Conceal conduit and EMT unless otherwise indicated, within finished walls, ceilings, and floors
D Raceways Embedded in Slabs Install in middle 1/3 of slab thickness where practical and leave at least 2 inches (50 mm) of concrete cover

a. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement
b Space raceways laterally to prevent voids in concrete
c Run conduit larger than 1-inch trade size (DN 27) parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support
d Change from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above the floor

E 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.
F Install raceways level and square and at proper elevations Provide adequate headroom
G Complete raceway installation before starting conductor installation
H Support raceways as specified in Division 16 Section "Basic Electrical Materials and Methods "
I Use temporary closures to prevent foreign matter from entering raceways
J Protect stub-ups from damage where conduits rise through floor slabs Arrange so curved portion of bends is not visible above the finished slab
K Make bends and offsets so ID is not reduced Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated
L Use raceway fittings compatible with raceways and suitable for use and location For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated
M Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated
N Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical

a. Run parallel or banked raceways together, on common supports where practical
b Make bends in parallel or banked runs from same centerline to make bends parallel Use factory elbows only where elbows can be installed parallel, otherwise, provide field bends for parallel raceways

O Join raceways with fittings designed and approved for the purpose and make joints tight

a Make raceway terminations tight Use bonding bushings or wedges at connections subject to vibration Use bonding jumpers where joints cannot be made tight
b Use insulating bushings to protect conductors

P Terminations Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against the box Where terminations are not secure with 1 locknut, use 2 locknuts 1 inside and 1 outside the box
Q Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder Where chase nipples are used, align raceways so the coupling is square to the box and tighten the chase nipple so no threads are exposed
R Label j-boxes with information on electrical circuits fed through the box
S Install pull wires in empty raceways Use monofilament plastic line with not less than 200-lb (90-kg) tensile strength Leave at least 12 inches (300 mm) of slack at each end of the pull wire
T Flexible Connections Use maximum of 6 feet (1830 mm) of flexible conduit for recessed and semi-recessed lighting fixtures, for equipment subject to vibration, noise transmission, or movement, and for all motors Use liquidtight flexible conduit in wet or damp locations Install separate ground conductor across flexible connections
U Surface Raceways Install a separate, green, ground conductor in raceways from junction box supplying the raceways to receptacle or fixture ground terminals

a. Select each surface raceway outlet box, to which a lighting fixture is attached, of sufficient diameter to provide a seat for the fixture canopy
b Where a surface raceway is used to supply a fluorescent lighting fixture having central-stem suspension with a backplate and a canopy (with or without extension ring), no separate outlet box is required
c Provide surface metal raceway outlet box, and the backplate and canopy, at the feed-in location of each fluorescent lighting fixture having end-stem suspension
d Where a surface metal raceway extension is made from an existing outlet box on which a lighting fixture is installed, no additional surface-mounted outlet box is required Provide a backplate slightly smaller than the fixture canopy

V Install hinged-cover enclosures and cabinets plumb Support at each corner

3 4 PROTECTION

A Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, who ensure coatings, finishes, and cabinets are without damage or deterioration at the time of Substantial Completion

a Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer

b Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer

3 5 CLEANING

A On completion of installation, 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 16130

North County Annex
AHU 1 & 2 Replacement

SECTION 16442 - PANELBOARDS

PART 1 -GENERAL

1 1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1 2 SUMMARY

A This Section includes load centers and panelboards, overcurrent protective devices, and associated auxiliary equipment rated 600 V and less for the following types

a Overcurrent protective devices

1 3 QUALITY ASSURANCE

A Electrical Components, Devices, and Accessories Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use
B Comply with NEMA PB 1
C Comply with NFPA 70

PART 2 -PRODUCTS

2 1 MANUFACTURERS

A Available Manufacturers Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following

a. Overcurrent Protective Devices, Controllers, Contactors, and Accessories

i Eaton Corp , Cutler-Hammer Products
ii General Electric Co , Electrical Distribution & Control Div
iii Siemens Energy & Automation, Inc
iv Square D Co

2 2 OVERCURRENT PROTECTIVE DEVICES

A Molded-Case Circuit Breaker- NEMA AB 1, with interrupting capacity to meet available fault currents

a. Thermal-Magnetic Circuit Breakers Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits Adjustable

magnetic trip setting for circuit-breaker frame sizes 250 A and larger

B Molded-Case Circuit-Breaker Features and Accessories Standard frame sizes, trip ratings, and number of poles

a. Lugs Mechanical style, suitable for number, size, trip ratings, and material of conductors
b Application Listing Appropriate for application, Type SWD for switching fluorescent lighting loads, Type HACR for heating, air-conditioning, and refrigerating equipment
c Ground-Fault Protection Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator

PART 3 -EXECUTION

3 1 INSTALLATION

A Circuit Directory Create a new, updated directory to indicate both existing and new installed circuit loads Obtain approval before installing. Use a computer to create directory, handwritten directories are not acceptable Deliver directory file electronically to Owner
B Wiring in Panelboard Gutters Arrange conductors into groups and bundle and wrap with wire ties

3 2 IDENTIFICATION

A Identify field-installed conductors, interconnecting wiring, and components, provide warning signs as specified in Division 16 Section "Basic Electrical Materials and Methods "

3 3 CONNECTIONS

A Install equipment grounding connections for panelboards with ground continuity to main electrical ground bus
B Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B

END OF SECTION 16442

COPY

North County Annex
AHU 1 & 2 Replacement

SECTION 00103 – PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:** Galveston County North County Annex Air Handler Replacement
3. **Engineer** Ibis Engineering

4. **SUBMITTED BY:** GURRY MECHANICAL, L.P.
Proposer Name

813 MEDICAL CENTER BLVD.
Proposer Address

WEBSTER, TEXAS 77598
Proposer Phone Number

www.gurrymechanical.com
Proposer e-mail or website

5. **PROPOSAL:**

A Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 15, 2012 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below YES

B In submitting this proposal, the undersigned, agrees to the following
- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal YES
- 02 Accept the right of the Owner to reject any or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him YES
- 03 Accept the right of the Owner to reject any Subcontractor A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract. YES
- 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any YES
- 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time YES

C Furnish specified insurance
- 01 Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor YES

D The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract YES

North County Annex
AHU 1 & 2 Replacement

6. **Addenda:** The undersigned acknowledges receipt of

Addenda # 1 dated 4 / 3 /~~2010~~ 2012

7 **Base Proposal:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance)

Two hundred Sixty Six thousand Nine hundred Thirty one Dollars and no/100 $ 262,931.00
(Amount written in words governs) (Amount in figures)

8. **Contract Time:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 54 calendar days

9. **ALTERNATES** If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated

Alternate NO 1 – Hot and Cold Water Recirculating Pumps Replacement
Add/Deduct Twenty one Thousand Eight hundred Dollars and no/100 $ 21,800.00
(Amount written in words governs) (Amount in figures)

10. **Contingency Allowance:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 7) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

Fifteen Thousand one hundred Dollars and no/100 $ 15,100.00
(Amount written in words governs) (Amount in figures)

11. **Total:** The sum of items 7, 9, and 10 above

Two hundred Ninety Nine Thousand Eight hundred Thirty one Dollars and no/100 $ 299,831.00
(Amount written in words governs) (Amount in figures)

North County Annex
AHU 1 & 2 Replacement

Proposer's Printed Name GURRY MECHANICAL, L.P.

Proposers Address 813 MEDICAL CENTER BLVD.

WEBSTER, TEXAS 77598

Proposers Phone Number 281-332-2558

Signatory's Printed Name VINCENT CAPUANO

Signatory's Position/Title VICE PRESIDENT

Seal

Signature Vincent Capuano V.P. date APRIL 10, 2012

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project	$ 200,931.00
The cost of labor, profit, materials not in-place and all other charges	$ 98,900.00
TOTAL (Must agree with Proposal total above)	$ 299,831.00

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

END OF SECTION 00103

AGENDA ITEM #17c1

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

April 10, 2012

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

Re: RFQ #B121014 – Residential Home Elevation Services

Gentlemen,

Galveston County solicited a request for qualifications, RFQ #B121014 – Residential Home Elevation Services, to procure professional Residential Home Elevation Services in support of the Galveston County SRL Elevation Program On March 22, 2012 qualification submittals were opened at which time eleven (11) submittal packets were received from the following contractors

- Sullivan Land Services, Ltd — Galveston, Texas
- Expert House Movers, Inc — Foristell, Missouri
- Ducky Johnson House Movers, Inc — Grand Ridge, Florida
- Arkitektura Development, Inc — Kemah, Texas
- Minnich Enterprises, LLC dba T&M Elevation & Transport — Aledo, Texas
- Byrdson Services, LLC dba Excello Construction — Beaumont, Texas
- The Crescent City Rebuild, LLC — New Orleans, Louisiana
- Southern Elevation & Shoring, Inc — Marrero, Louisiana
- Coastal Shoring, LLC — New Orleans, Louisiana
- Robert Wolfe Construction, Inc — Harvey, Louisiana
- Patterson Structural Moving & Shoring — New Orleans, Louisiana

Each qualification submitted was reviewed by the Evaluation Grant RFQ Committee and it is requested that the top six (6) ranked firms referenced on the Composite Evaluation Spreadsheet be offered an opportunity to move into the contract negotiation phase with Galveston County

The top six (6) ranked firms are as follows

- Sullivan Land Services, Ltd — Galveston, Texas
- Expert House Movers, Inc — Foristell, Missouri
- Ducky Johnson House Movers, Inc — Grand Ridge, Florida
- Arkitektura Development, Inc — Kemah, Texas
- Minnich Enterprises, LLC dba T&M Elevation & Transport — Aledo, Texas
- Byrdson Services, LLC dba Excello Construction — Beaumont, Texas

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

SPECIAL PROVISIONS
REQUEST FOR QUALIFICATION
RESIDENTIAL HOME ELEVATION SERVICES

Galveston County is soliciting this request for qualifications (RFQ) to procure professional Residential Home Elevation Services in support of the Galveston County SRL Elevation Program The County is seeking professional firms to provide comprehensive building elevation services necessary to implement potential SRL projects under the terms and conditions established by this RFQ and Galveston County It is the intention of the County to approve multiple qualified contractors to provide the work requested under this RFQ

PROJECT DESCRIPTION

The Severe Repetitive Loss (SRL) program is a long-term Federal flood hazard mitigation program, administered by the Federal Emergency Management Agency (FEMA) and the Texas Water Development Board (TWDB) The Severe Repetitive Loss (SRL) grant program was authorized by the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, which amended the National Flood Insurance Act of 1968, to provide funding to reduce or eliminate the long-term risk of repetitive flood damage to severe repetitive loss structures insured under the National Flood Insurance Program (NFIP)

Elevation of a flood prone structure is one of the most common and effective mitigation measures used to prevent further damages from flooding The overall objective of elevation is to raise the height of the lowest floor of the structure so that it meets the required level of protection based on flood zone data for the specific location When a structure is properly elevated, the living area (lowest floor of the structure) will be above the most severe flood levels, such as the 500-year flood in many cases

Galveston County has been awarded a $34 million SRL Elevation Grant by FEMA to elevate private residences in unincorporated Galveston County and the cities of Friendswood, League City, La Marque, Santa Fe, Dickinson, Jamaica Beach, Clear Lake Shores and Galveston

Selected respondents will meet with individual homeowners and provide turn-key pricing for elevation services to include all permits, plans and specifications, TWIA certification, engineer concurrence, initial first floor elevation, final elevation certificate and all relevant building and planning codes Respondents chosen by homeowners will then contract directly with homeowners Payments will be made by the County based on a pre-established draw schedule Respondents chosen by the County for potential SRL projects must be willing to work with Texas Windstorm Insurance Association (TWIA) Certified Engineers, registered in the State of Texas and must have demonstrated experience in performing home elevation projects in Special Flood Hazard Areas (SFHA). Respondents must demonstrate Bonding capacity, a past government project experience (County or State of Texas experience is preferred), and the ability to perform the services listed within this RFQ

PROJECT SCHEDULE(S)

It is anticipated multiple individual projects will be of varying duration, scope and complexity Specific project schedule(s) will be coordinated between the County, homeowners, and successful respondent(s)

PRE-QUALIFICATION CONFERENCE

A pre-qualification conference will be held on Wednesday, March 7, 2012 at 10:00 a.m, in the Galveston County Purchasing Department located at 722 Moody Avenue, (21st street), Fifth (5th) Floor, Galveston, Texas 77550

Proposers attending the pre-qualification conference must make their attendance a matter of record by completing a sign-in roster that identifies the Respondent and the name and title of the representative attending

The goal of the conference is to promote a clear understanding of the County's needs for the residential home elevation services and to identify and correct any problems that may prevent the County from obtaining the intended services

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

VIA EMAIL

To	Mr. Rufus Crowder, CPPB, Purchasing Agent
From	John Simsen, Emergency Management Coordinator
Re	Elevation Contractors for Severe Repetitive Loss Grant
Date	April 10, 2012

The Elevation Grant RFQ Committee (myself as Chair, Garret Foskit, Lee Crowder, Cindy Alcala and Sean Welsh) met Monday, April 9, 2012 to review the qualifications of elevation contractors interested in assisting with Galveston County's Severe Repetitive Loss Elevation Grant

Eleven proposals were submitted to Purchasing by the deadline. The proposals were reviewed by the Committee in the Purchasing Department's Conference Room, and scored according to the criteria listed in the Elevation Grant RFQ # B121014

The Committee discussed the need to have a sufficient number of qualified firms available to help with the project, given its large scope. The Committee also wanted to give homeowners – who ultimately will choose their elevation contractor – a sufficient number of firms to provide options

Accordingly, the Committee would like to recommend that the Top 6 ranked firms in the Composite Evaluation Spreadsheet be offered an opportunity to negotiate contracts with Galveston County

The Top 6 are: Sullivan Land Services, Ltd , Expert House Movers, Inc.; Ducky Johnson House Movers, Inc , Arkitektura Development, Inc ; Minnich Enterprises, LLC dba T&M Elevation & Transport, and Byrdson Services, LLC dba Excello Construction

Please request permission from Commissioners Court to begin negotiations with the above-listed firms.

On behalf of the Committee,

John Simsen

Mark Henry, County Judge
Emergency Management Director

John Simsen
Emergency Management Coordinator

Galveston County - Purchasing Department
Composite Score Ranking Spreadsheet

RFP # B121014, Residential Home Elevation Services
Composite Score Ranking

	M Sean Welsh	John Simsen	Garrett Foskit	Lee Crowder	Cynthia Alcala	Composite Average	Ranking
Patterson Structural Moving & Shoring	22 00	25 00	30 00	15 00	10 00	20 40	**11**
Arkitektura Development, Inc	30 00	32 00	35 00	29 00	34 00	32 00	**4**
Southern Elevation & Shoring, Inc	21 00	30 00	30 00	31 00	29 00	28 20	**9**
Byrdson Services, LLC dba Excello Construction	25 00	32 00	35 00	32 00	34 00	31 60	**6**
Coastal Shoring, LLC	20 00	23 00	35 00	15 00	10 00	20 60	**10**
The Crescent City Rebuild, LLC	30 00	30 00	35 00	25 00	30 00	30 00	**8**
Ducky Johnson House Movers, Inc	28 00	35 00	35 00	31 00	33 00	32 40	**3**
Sullivan Land Services, LTD	35 00	32 00	35 00	30 00	34 00	33 20	**1**
Expert House Movers, Inc	30 00	35 00	35 00	31 00	33 00	32 80	**2**
Robert Wolfe Real Estate, Inc	30 00	25 00	35 00	30 00	32 00	30 40	**7**
Minnich Enterprises, LLC dba T & M Elevation & Transport	30 00	31 00	35 00	30 00	33 00	31 80	**5**

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member: John Simsen

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
The Crescent City Rebuild, LLC										Rating	30	25	20							
										Grading	0 86	0 63	0 80							
										Score	30 00	25	20			-				75 00
Ducky Johnson House Movers, Inc										Rating	35	35	22							
										Grading	1.00	0.88	0.88							
										Score	35	35	22			-				92 00
Sullivan Land Services										Rating	32 00	35 00	25.00							
										Grading	0 91	0 88	1 00							
										Score	32 00	35 00	25 00							92 00
Expert House Movers, Inc										Rating	35 00	40 00	21.00							
										Grading	1 00	1 00	0.84							
										Score	35 00	40 00	21 00							96 00
Robert Wolfe Real Estate, Inc.										Rating	25 00	25 00	20 00							
										Grading	0 71	0 63	0 80							
										Score	25 00	25 00	20 00							70 00
Minnich Enterprises, LLC dba T & M Elevation & Transport										Rating	31 00	25 00	22 00							
										Grading	0 89	0 63	0 88							
										Score	31 00	25 00	22 00							78 00

John Simsen 4-9-12

Evaluator signature Date

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member. *John Simsen*

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)						35	40	25							100
										Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates										0									
Proposer																			
Patterson Structural Moving & Shoring									Rating	25	25	20		-	-				
									Grading	0 71	0 63	0 80							
									Score	25 00	25	20							70 00
Architekura Development, Inc.									Rating	32	30	21							
									Grading	0.91	0 75	0 84							
									Score	32	30	21							83 00
Southern Elevation & Shoring, Inc									Rating	30 00	35 00	23 00							
									Grading	0 86	0 88	0 92							
									Score	30 00	35 00	23 00							88 00
Byrdson Services, LLC dba Excello Construction									Rating	32 00	36 00	23 00							
									Grading	0 91	0 90	0 92							
									Score	32 00	36 00	23.00							91 00
Coastal Shoring, LLC									Rating	23 00	20 00	20 00							
									Grading	0 66	0.50	0 80							
									Score	23 00	20 00	20 00							63 00
									Rating										
									Grading		-								
									Score		-								0 00

Evaluator signature John Simsen **Date.** 4-9-12

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member. Cynthia Alcala

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
The Crescent City Rebuild, LLC									Rating		30	25	20	-	-	-				
									Grading		0 86	0 63	0.80							
									Score		30 00	25	20							75 00
Ducky Johnson House Movers, Inc									Rating		33	36	24			-				
									Grading		0 94	0 90	0 96							
									Score		33	36	24			-				93 00
Sullivan Land Services									Rating		34 00	38 00	25 00							
									Grading		0 97	0 95	1 00							
									Score		34 00	38 00	25 00							97 00
Expert House Movers, Inc									Rating		33 00	39 00	24 00							
									Grading		0 94	0 98	0 96							
									Score		33 00	39 00	24 00							96 00
Robert Wolfe Real Estate, Inc									Rating		32 00	32 00	23 00							
									Grading		0 91	0 80	0 92							
									Score		32 00	32 00	23 00							87 00
Minnich Enterprises, LLC dba T & M Elevation & Transport									Rating		33 00	38 00	23 00							
									Grading		0 94	0 95	0 92							
									Score		33 00	38 00	23 00							94 00

Cynthia Alcala 4/9/12

Evaluator signature **Date.**

Opened March 22 2012

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member: *Cynthia Alcala*

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
Patterson Structural Moving & Shoring		✓								Rating	10	10	5	-	-	-				25 00
										Grading	0 29	0 25	0.20							
										Score	10 00	10	5							
Arkitekura Development, Inc		✓								Rating	34	39	25							98 00
										Grading	0 97	0 98	1 00							
										Score	34	39	25							
Southern Elevation & Shoring, Inc										Rating	29 00	30 00	20 00							79 00
										Grading	0 83	0 75	0 80							
										Score	29 00	30 00	20 00							
Byrdson Services, LLC dba Excello Construction										Rating	34 00	39 00	23 00							96 00
										Grading	0 97	0 98	0 92							
										Score	34 00	39 00	23 00							
Coastal Shoring, LLC										Rating	10 00	10 00	5 00							25 00
										Grading	0 29	0 25	0 20							
										Score	10 00	10 00	5 00							
										Rating	-									0 00
										Grading	-		-							
										Score	-	-	-							

Cynthia Alcala 4/9/12

Evaluator signature **Date**

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member. M Sean Welsh

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to Interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
The Crescent City Rebuild, LLC		/								Rating	30	28	10	-	-	-				68 00
										Grading	0 86	0 70	0 40							
										Score	30 00	28	10			-				
Ducky Johnson House Movers, Inc		/								Rating	28	30	10			-				68 00
										Grading	0 80	0 75	0 40							
										Score	28	30	10			-				
Sullivan Land Services										Rating	35 00	38 00	25 00							98 00
										Grading	1 00	0 95	1 00							
										Score	35 00	38 00	25 00							
Expert House Movers, Inc										Rating	30 00	35 00	10 00							75 00
										Grading	0 86	0 88	0 40							
										Score	30 00	35 00	10 00							
Robert Wolfe Real Estate, Inc										Rating	30 00	28 00	10 00							68 00
										Grading	0 86	0 70	0 40							
										Score	30 00	28 00	10 00							
Minnich Enterprises, LLC dba T & M Elevation & Transport										Rating	30 00	30 00	10 00							70 00
										Grading	0 86	0 75	0 40							
										Score	30 00	30 00	10 00							

M. Sean Welsh
Evaluator signature

4-10-12
Date.

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member. ***M. Sean Welsh***

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
Patterson Structural Moving & Shoring		V								Rating	22	25	10	-	-	-				
										Grading	0 63	0 63	0 40							
										Score	22 00	25	10							57 00
Arkitekura Development, Inc		V								Rating	30	35	10							
										Grading	0 86	0 88	0 40							
										Score	30	35	10							75 00
Southern Elevation & Shoring, Inc										Rating	21 00	30 00	10 00							
										Grading	0 60	0 75	0 40							
										Score	21 00	30 00	10 00							61 00
Byrdson Services, LLC dba Excello Construction										Rating	25 00	30 00	10 00							
										Grading	0 71	0 75	0 40							
										Score	25 00	30 00	10 00							65 00
Coastal Shoring, LLC										Rating	20 00	25 00	10 00							
										Grading	0 57	0 63	0 40							
										Score	20 00	25 00	10 00							55 00
										Rating	-									
										Grading	-	-	-							
										Score	-	-								0 00

Evaluator Signature 4-10-12 **Date.**

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member: Lee Crowder

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
The Crescent City Rebuild, LLC										Rating	25	30	20			-				
										Grading	0 71	0 75	0 80							
										Score	25 00	30	20			-				75 00
Ducky Johnson House Movers, Inc										Rating	31	37	20							
										Grading	0 89	0.93	0 80							
										Score	31	37	20			-				88 00
Sullivan Land Services										Rating	30 00	36 00	25 00							
										Grading	0 86	0 90	1 00							
										Score	30 00	36 00	25 00							91 00
Expert House Movers, Inc.										Rating	31 00	35 00	20 00							
										Grading	0 89	0 88	0 80							
										Score	31 00	35 00	20 00							86 00
Robert Wolfe Real Estate, Inc.										Rating	30 00	32 00	20 00							
										Grading	0 86	0 80	0 80							
										Score	30 00	32 00	20 00							82 00
Minnich Enterprises LLC dba T & M Elevation & Transport										Rating	30 00	34 00	20 00							
										Grading	0.86	0.85	0 80							
										Score	30 00	34 00	20 00							84 00

Evaluator signature: Date: 3.10.12

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member: *Lee Crowder*

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
Patterson Structural Moving & Shoring										Rating	15	20	15	-	-					
										Grading	0.43	0.50	0.60							
										Score	15.00	20	15							50.00
Aridtekura Development, Inc										Rating	29	31	20							
										Grading	0.83	0.78	0.80							
										Score	29	31	20							60.00
Southern Elevation & Shoring, Inc										Rating	31.00	34.00	20.00							
										Grading	0.89	0.85	0.80							
										Score	31.00	34.00	20.00							85.00
Byrdson Services, LLC dba Excelio Construction										Rating	32.00	36.00	20.00							
										Grading	0.91	0.90	0.80							
										Score	32.00	36.00	20.00							88.00
Coastal Shoring, LLC										Rating	15.00	20.00	15.00							
										Grading	0.43	0.50	0.60							
										Score	15.00	20.00	15.00							50.00
										Rating										
										Grading	-		-							
										Score			-							0.00

Evaluator signature _____ **Date** _____

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member Garrett Foskit

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
The Crescent City Rebuild, LLC										Rating	35	40	15	-	-	-				
										Grading	1 00	1 00	0 60							
										Score	35 00	40	15			-				90 00
Ducky Johnson House Movers, Inc										Rating	35	40	15			-				
										Grading	1 00	1 00	0 60							
										Score	35	40	15			-				90 00
Sullivan Land Services										Rating	35 00	40 00	25 00							
										Grading	1 00	1 00	1 00							
										Score	35 00	40 00	25 00							100 00
Expert House Movers, Inc										Rating	35 00	40 00	15 00							
										Grading	1 00	1 00	0 60							
										Score	35 00	40 00	15 00							90 00
Robert Wolfe Real Estate, Inc										Rating	35 00	40 00	15 00							
										Grading	1 00	1 00	0 60							
										Score	35 00	40 00	15 00							90 00
Minnich Enterprises, LLC dba T & M Elevation & Transport										Rating	35 00	40 00	15 00							
										Grading	1 00	1 00	0 60							
										Score	35 00	40 00	15 00							90 00

Evaluator signature **Date.** 4/10/12

Galveston County - Purchasing Department
Request For Qualifications Tabulation Worksheet

RFQ #B121014 - Residential Home Elevation Services - Opened March 22, 2012; 2:00 PM

Evaluating Committee Member: *Garrett Foskit*

Grading	Proposal Bond	Proposal Info	Insurance	Addenda (if any)							35	40	25							100
											Qualifications of Firm	Demonstrated ability to perform building elevation services as requested in the Scope of Services	Ability to interact with the County's Team Members already in place							Total Score
Lowest Base proposal and/or alternates											0									
Proposer																				
Patterson Structural Moving & Shoring		√								Rating	30	40	15	-	-	-				
										Grading	0 86	1 00	0 60							
										Score	30 00	40	15							85 00
Arkitekura Development, Inc		√								Rating	35	40	15							
										Grading	1 00	1 00	0 60							
										Score	35	40	15							90 00
Southern Elevation & Shoring, Inc										Rating	30 00	40 00	15 00							
										Grading	0 86	1 00	0 60							
										Score	30 00	40 00	15 00							85 00
Byrdson Services, LLC dba Excello Construction										Rating	35 00	40 00	20 00							
										Grading	1 00	1 00	0 80							
										Score	35 00	40 00	20 00							95 00
Coastal Shoring, LLC										Rating	35 00	10 00	15 00							
										Grading	1 00	0 25	0 60							
										Score	35 00	10 00	15 00							60 00
										Rating										
										Grading	-		-							
										Score	-	-	-							0.00

Evaluator signature. 4/10/12 **Date:**

The Crescent City Rebuild, LLC

The Crescent City Rebuild

Required Responses

SECTION 1 COMPANY NARRATIVE

The Crescent City Rebuild is a Louisiana based company that has lifted houses in New Orleans since Hurricane Katrina We have elevated over 25 houses and we specialize in one on one consultation with homeowners The company was formed into a LLC in 2006 The company has one member, Jeffery J Thomas – the founding member

Company Info: *The Crescent City Rebuild, LLC*

Headquarters: 13 Navigation Ct
New Orleans, LA 70131
(504) 908-4827
jeffthomas@cox net
3 person support office and 10 person construction crew

Texas Office 11631 Aspenway Dr.
Houston, TX 77070
(832) 767-8917
jeffthomas@cox.net
3 person support office and 10 person construction crew

Company Structure Limited Liability Corporation

Founding Member: Jeffery J Thomas

SECTION 2 RESPONDENT JUSTIFICATION

The company has the experience, equipment, familiarity with federal requirements of the home elevation industry to safely and adequately help the residents of Galveston County raise their homes to protect them from future flood waters. We have the ability to move staff and train new employees in the proper techniques and requirements to raise houses to new standards In addition to having over 30 years experience in the residential construction business, the company president has passed Louisiana state tests that independently verify business law knowledge and home elevation methodology The company is prepared to hire local Galveston County residents and train, motivate and supervise them on the proven CCR methodology to elevated area homes to protect them against future hurricane storm surges

SECTION 3 RESPONDENT LOGISTICS/STAFFING PROFILE

Jeffery J. Thomas, President, 13 Navigation Ct New Orleans, LA 70131(504) 908-4827
jeffthomas@cox net

Zolee Thomas, Chief Operating Officer11631 Aspenway Dr Houston, TX 77070(832) 767-8917
executiveappraisers@yahoo com

Ms Thomas holds an MBA from the University of New Orleans and possesses a coveted certification as a certified project coordinator Ms Thomas's key strengths include organization and paperwork flow and organization efficiency and productivity Extremely prepared, Ms Thomas' presence insures that company will be compliant and in order with all government mandates and requirements

Brandon Davis, Engineer, 12633 Memorial Dr #77, Houston, TX 77024 713-579-1778

Ducky Johnson House Movers, Inc.

Section 1: Company Narrative

Ducky Johnson House Movers, Inc., is a third generation family owned business that was established in 1963 and incorporated in the State of Florida in 1995. The company headquarters is located in Grand Ridge, Florida but has additional offices in Alabama and Louisiana The company is bonded and insured Officers are as follow· Charlie Johnson, President; Carolyn Johnson, Vice-President and Nicole Johnson, Secretary/Treasurer.

Ducky Johnson House Movers, Inc., is an award winning professional structural mover. The company relocates and elevates over 300 structures a year A bulk of the companies work is conducted in Florida, Alabama, Georgia, Mississippi and Louisiana, but major projects have been completed in Indiana and Pennsylvania. Those projects consisted of relocating 2000 ton precipitators.

Ducky Johnson House Movers, Inc., has performed jobs for developers, city, county, state and federal governmental agencies. With latest equipment, spotless safety record and employees that have been with the company for decades, Ducky Johnson House Movers, Inc. can safely handle any request for moving, leveling or elevating structures

Section 2: Respondent Justification

Ducky Johnson House Movers, Inc , is considered by its industry to be one of the largest and leading movers in the nation. The company was established in 1963 and has grown successfully ever since The company employees experience ranges from 10 to 45 years. The company moves and elevates over 300 structures a year. These structures consist of precipitators, brick/masonry slab floor buildings, wood structures, large vessels, large tanks, historical buildings, multiple story buildings and school buildings The company relocates structures by both land and barge. Our company is the only company to ever relocate a 1,000 ton precipitator by barge. This job consisted of loading the precipitator onto a barge, barging it 28 miles on the Inter-coastal Waterway to a neighboring mill, unloading it and relocating the barge 1 mile inland

Charlie Johnson, President of Ducky Johnson House Movers, Inc , is an elected Director on the Board of Directors for the International Association of Structural Movers. The IASM provides an outlet for structural movers internationally to obtain educational information and current structural moving and elevation innovations. Charlie was requested by the IASM and provided educational seminars at the annual association conferences based on his experience and knowledge of the industry

Ducky Johnson House Movers, Inc , has extensive experience providing home elevations with the Federal and State funded Hazard Mitigation Grant Programs. The company is currently and has been performing work in Louisiana for this program for the last 3 years The company also completed a federally funded job for the Mobile Housing Authority elevating (14) masonry/slab floor apartment complexes. The buildings ranged in weight from 470 tons to 1200 tons

Ducky Johnson House Movers, Inc , owns and operates the industries state of the art structural moving and elevating equipment which consists but is not limited to the following

Unified hydraulic jacking systems:

(3) 19-jack units with 8 helpers capable of running 46 jacks simultaneously.
(2) 12-jack units with 8 helpers capable of running 32 jacks simultaneously.
(4) 9-jack units with 8 helpers capable of running 26 jacks simultaneously.
(2) 6 jack units with 8 helpers capable of running 20 jacks simultaneously

Pressured hydraulic jacking systems:

(10) Units capable of running 16 jacks per unit

Pumping units:
(2) Capable of running power dollies, steering 50-ton rams in dollies and brakes These units are wireless DJHM owns 2 of only 5 in the U.S

Jacks:
(300) 15-ton jacks and bases
(100) 50-ton rams
(50) 100-ton rams
(75) 10-ton rams from New Zealand, DJHM is one of only 5 movers in the US with this technology

Dollies:
(6) Power dollies by Ron Holland Manufacturing from Iowa, built for DJHM, capable of pushing 300 tons per dolly with a lifting capacity of 50 tons per dolly with power steering and brakes.
(30) 50 ton Holland Manufacturing steering dollies
(50) sets of single pan dollies
(20) sets of double pan dollies

Cribbing blocks:
(22,000) 6x6's

Beams:
(300) sets of beams ranging in sizes from 8x8 to 28x28 and 40 pounds per foot to 400 pounds per foot

New Zealand TRT hydraulic trailer:
This trailer has a lift range of 3' to 9'6" The trailer can lift a building at the flip of a switch The axles are all independent so that lifting one axle at a time and steering one axle at a time is possible The trailer will slide from 34' in length to 62' in length DJHM owns 1 of only 4 in the US

2-Platform dollies:
Hydraulic dolly that is capable of lifting 60 tons with 16 tires with 4 independent axles that are capable of lifting one at a time and turning Operated by hydraulic winches and wireless controls Dolly was built in Louisiana for DJHM and is the only (2) prototypes in the world today

3-Hydraulic bolsters:
Bolsters capable of lifting 20 tons 4' high and side shifting 1' each way allowing building to be lifted over bridges and other obstacles and allowing easy placement of building at new site

Ducky Johnson House Movers, Inc , is an international award winning company Following is a list of some of the awards our company has received from the International Association of Structural Movers.

2011 Heaviest Building Moved Not on Rubber Tires
2010 Tallest Structure Moved
2009 Longest Structure Moved
2002 Heaviest Structure Moved on Rubber Tire Dollies
1999 Heaviest Structure Moved under $25,000
(Please see attached for a brief description of the awards.)

Ducky Johnson House Mover's work has also been featured on HGTV's *"Massive Moves"* and *"Hauling House"* The companies work has also been featured in the industries top magazines; *Structural Mover and The House and Building Mover*

As mentioned in Section 1, Ducky Johnson House Movers, Inc , has and continues to conduct work in several states The company has no geographical boundaries or limitations Our experience and work force enables the company to grow and perform work without limitations. The companies impeccable financial standing and work experience provides the company with a firm foundation and bonding capacity to meet any and all qualifications requested by the Galveston County Residential Home Elevation Services

Sullivan Land Services, Ltd.

SULLIVAN LAND SERVICES, LTD.

COMPANY OVERVIEW

Sullivan Land Services, Ltd (SLS) is a Galveston, Texas-based contractor specializing in comprehensive land and marine construction and development services. Led by Todd, William and John Sullivan, SLS provides services to a wide variety of both public and private clients as both prime contractor and subcontractor The following is a summary of recent clients.

Recent Public Clients	Recent Private Clients
• Naval Facilities Engineering (NAVFAC)	• CrowderGulf
• Texas General Land Office	• CH2MHILL
• U.S. Army Corps of Engineers	• Shaw Environmental & Infrastructure
• FEMA	• JD Abrams
• Texas Department of Transportation	• Kiewit Texas Construction
• Texas Parks & Wildlife	• Enbridge Offshore Resources
• Texas A&M University at Galveston	• Gulf Sulphur Services
• Harris County, Texas	• LBC Terminals
• Galveston County, Texas	• Manhattan Construction
• City of Galveston, Texas	• GT Leach
• City of Houston, Texas	• Galveston Bay Biodiesel
• Southeast Texas Regional Planning Commission	• DRC

SLS is a strong and experienced locally-based contractor with a reputation for reliability, a high quality of work and a commitment to exceeding expectations for clients Vital information on SLS is as follows

Company Name:	Sullivan Land Services, Ltd.
Federal EIN:	20-8780114
DUNS:	828782735
Physical Address:	13 Evia Main Galveston, TX 77554
Mailing Address:	P O. Box 131486 Houston, TX 77219
Phone:	(713) 880-9888
Fax:	(713) 880-2427
Primary POC:	William Sullivan – Vice President O (713) 880-9888 C. (832) 731-8235 Email· wsullivan@sullivaninterests.com
Secondary POC:	Ron Ashy – Program Manager O (713) 880-9888 C (713) 817-6002 Email: rashy@sullivaninterests com
Website:	www sullivanlandservices com
Type of Organization:	Texas Limited Partnership
Year of Organization:	2007

Prior Organization:	Formerly operated as Sullivan Environmental Services, Inc (a Texas corporation) since 1999
Partners:	Todd Sullivan – 33 3% limited partner William Sullivan – 33.3% limited partner John Sullivan – 33.3% limited partner Sullivan Environmental Services, Inc. – 0.1% general partner *(*Todd, William & John Sullivan are the sole shareholders of Sullivan Environmental Services, Inc)*
Headquarters:	Galveston, Texas
Other Locations:	Houston, Texas; Baton Rouge, Louisiana, Charleston, South Carolina
Permanent Employees:	100+
Project Specific Information:	All personnel assigned to this project will be based in the Galveston office, and all management will be conducted from the Galveston office

The scope of services provided by SLS to its clients is wide and varied These include

- Earthwork
- Mining (structural & fill material)
- Road Construction
- Utility Plant Construction
- Utility Line Construction
- Landscape Construction
- Demolition
- Wetland & Conservation Development
- Commercial Construction
- Dredging
- Levee & Dike Construction
- Dredge Spoil & Placement Area Management
- Marine Structures (docks, piers, bulkheads)
- Emergency Housing
- Structural Systems (HVAC, utilities)
- Building Elevation
- Single-Family Construction & Rehabilitation
- Amenity Construction (parks, trails)

HOUSING EXPERIENCE

SLS is very proud of its housing experience, especially in the realm of housing reconstruction & rehabilitation stemming from damage caused throughout Southeast Texas by storms and natural disasters such as Hurricane Ike. In fact, SLS is one of the only contractors in this region of Texas that has been selected to participate in the majority of government-sponsored housing recovery programs in Southeast Texas.

The services provided by SLS include all facets of home rehabilitation and reconstruction, including demolition, site work, elevation, code-compliance construction, utility construction, interior & exterior rehabilitation and complete home reconstruction.

To date and in total from the below programs, SLS has reconstructed approximately 200 homes at a value of approximately $20 0 million and rehabilitated approximately 150 homes at a value of approximately $9.75 million

The following are the programs we have been or are currently involved with

- Galveston County Homeowner Disaster Recovery Program (Reconstruction & Rehabilitation)
- City of Galveston Homeowner Disaster Recovery Program (Reconstruction & Rehabilitation)
- Harris County Homeowner Disaster Recovery Program (Reconstruction & Rehabilitation)
- City of Houston Disaster Recovery Program (Reconstruction & Rehabilitation)
- Southeast Texas Regional Planning Commission Disaster Recovery Program (Reconstruction & Rehabilitation)

In addition to the above programs, SLS has also undertaken several other housing reconstruction & rehabilitation assignments for private entities The majority of these were "one-off" projects performed for private homeowners The most notable private project was a contract performed for the Catholic Charities Houston/Galveston Diocese, where SLS was engaged in late 2010 to perform reconstruction and rehabilitation on 20 homes throughout Galveston The overall value of the contract was just over $2 0 million, and the scope of work ranged from rebuilding several homes to performing rehabilitation repairs to homes that retained structural integrity

As demonstrated by the above information and further in this proposal, SLS has been and is very active in the reconstruction and rehabilitation of homes in coastal Texas, where elevation services and TWIA compliance have been major components of many of the assignments We have been successful in pleasing both clients and program managers in our contracting role and submit to Galveston County that we are willing and able to do the same for this elevation program

FINANCIAL

SLS maintains strong cash reserves and lines of credit, which enable the company to operate efficiently and meet the financial obligations of projects and pay vendors, suppliers and subcontractors on a very timely basis

The following may be contacted as financial references

Jim Lykes	Adam Brennan
Encore Bank	Amegy Bank
Tel (713) 914-5655	Tel· (713) 232-1603
Email· jlykes@encorebank.com	Email: adam brennan@amegybank com

The last two years of financial statements for SLS are included in the Attachments section of this proposal

PERSONNEL

The principals and key management of SLS are located in Galveston and Houston, which allows for efficient management, as well as close personnel and client contact at all times The company is streamlined in its management and operations, which enables quick business decisions, client interaction, project evaluation and project management

The SLS principals and management team know their business and are assigned specific responsibilities and management tasks based on their well-honed areas of expertise. The company employs personnel who know how to perform their jobs efficiently, as well as "think outside the box" in their roles and assignments Every member of SLS from top to bottom takes pride in their work and strives to exceed expectations every day Through this mindset, SLS is able to add value to its projects and enhance performance by "working smart" rather than just working hard.

RESOURCES

SLS has the ability to undertake almost any size job from manpower, equipment and procurement perspectives The company employs over 100 permanent staff and, at any one time, will have over 250 personnel working on various projects. SLS also has over 75 pieces of company-owned and well-maintained equipment, including dozers, hoes, cranes, skid steers and on- and off-road trucks, as well as a large inventory of support and ancillary vehicles and tools The company maintains strong relationships

with vendors, suppliers and subcontractors, which allow for rapid mobilization and efficient and timely procurement and job phase evolution

SAFETY & QUALITY

SLS maintains comprehensive safety & quality programs and policies, as well as full-time safety & quality officers, who provide vigilant oversight to their respective programs through training, management and enforcement SLS prides itself on its safety record, as well as its quality management program. SLS holds safety & quality in the forefront of our projects and takes all steps necessary to ensure the safety of both company and client personnel, as well as the delivery of a quality product guaranteed by correct and efficient means, methods and materials

BONDING CAPACITY

SLS has a bonding capacity of $25 0 million individual and $60.0 million aggregate Our surety is Hartford Fire Insurance Company and our bonding agent is Bowen, Miclette & Britt Insurance Agency, LLC.

Information on both firms is as follows

Hartford Fire Insurance Company

Corporate Address	One Harford Plaza Hartford, CT 06155
State Address	3000 Internet Blvd., Suite 600 Frisco, TX 75034
A.M Best #:	002231
NAIC #	19682
Texas Board of Insurance Certificate of Authority #:	6522
A.M Best Rating·	A (Excellent)
A M. Best Financial Size	XV ($2 Billion or greater)
Bonding Limit·	According to the U S Department of Treasury's July 1, 2010 Listing of Certified Companies, Hartford's underwriting limitation is $1,319,022,000.

Bowen, Miclette & Britt Insurance Agency, LLC

Attn Toby Miclette, Partner
1111 North Loop West, Suite 400
Houston, TX 77008
Tel 713.880.7109
Fax· 713 880.7166
Email· tmiclette@bmbinc com

The following is a letter from our bonding agency regarding our bonding capacity

QUALIFICATIONS

OVERVIEW

Sullivan Land Services, Ltd. (SLS) is extremely qualified to perform the elevation functions as described in the RFQ Not only does SLS have the operational ability to undertake these assignments, we possess the financial, project management, quality, safety and ancillary functional abilities to provide a complete "turn-key" package to Galveston County

For the past several years, specifically since Hurricane Ike, SLS has been or is currently involved in almost every major housing reconstruction and rehabilitation program in Southeast Texas These include publicly-funded programs such as Galveston County, the City of Galveston, Harris County, the City of Houston and Southeast Texas Regional Planning Commission, as well as private programs such as the Houston/Galveston Catholic Diocese Housing Rehabilitation program

Each one of these programs, while requiring differing levels of reconstruction and/or rehabilitation, has possessed voluminous amounts of current regulatory compliance including TWIA and flood zone elevation components, as well as the upgrade of homes to meet current building codes. As such, SLS has gained a tremendous amount of experience in the elevation of homes, as well as TWIA and current building code compliance required to reconstruct or rehabilitate homes to withstand major storm and flooding occurrences

STRENGTHS & ADVANTAGES

The following are the strengths and advantages SLS can offer Galveston County in being chosen as an elevation contractor:

- ***Turn-Key Solution:*** SLS is one of the only locally-based contractors with the experience and ability to provide the complete elevation package to Galveston County clients In an elevation assignment, the actual elevation of the home is usually only a portion of the assignment The home must be raised, but other functions such as foundation work (piles, piers, etc.), utility relocation (water, sewer, electric), system relocation (HVAC), stair & ramp construction, TWIA compliance and other building code compliance and update work must be done Most elevation companies are not suited for or equipped to perform any of this work and will have to subcontract the work out Additionally, this additional work puts the elevation company in the role of general contractor, which most of them do not have the experience, resources or interest in doing. SLS does, however By performing as general contractor, we work alongside with our elevation crews to ensure the elevation is performed correctly and efficiently, but more importantly, we "quarterback" the whole process to ensure that every required activity is performed correctly by the best professionals, performed in logical sequence and with the most efficient economics in mind. Having reconstructed and rehabilitated hundreds of homes that involve elevation, we know exactly how the process works and how to perform every required task, with nothing left to chance Our "turn-key" solution is optimal and will serve Galveston County clients well

- ***Familiarity with Galveston County:*** SLS is a Galveston County HDRP contractor and is familiar with the steps for undertaking a Galveston County assignment We are already familiar with all aspects of County projects such as client interaction, operations, communications, reporting, inspections, conformance, safety, quality, billing, submittals and every other aspect related to working with Galveston County personnel and clients With the large amount of scrutiny involved with these projects and the expedited timelines for project completion, Galveston County cannot afford to have inexperienced contractors performing the work This has been demonstrated by several contractors involved in many of the government-sponsored housing programs, who have given these programs a

"black eye" and caused concern from clients, government personnel and funding authorities Based on our successful performance for Galveston County to date, SLS can work with the County in this program and ensure successful performance due to our knowledge of how to get the job done.

- ***Housing Experience:*** SLS has built many hundreds of homes, both in the public and private sector More importantly, we have constructed the majority of these homes in the Southeast and Coastal Texas region, where elevation and wind/storm ratings are crucial and necessary to quality construction We know how to build in this environment and we know the critical aspects of every function required for construction. Elevation, utilities, foundations and windstorm compliance are all aspects we are very familiar with and we are successful at correctly and efficiently implementing these components into all our construction projects

- ***Resource Base:*** SLS has a financial (cash, credit and bonding), supplier, subcontractor and equipment base that is second to none We are able to handle voluminous amounts of assignments without jeopardizing the ability to meet any obligation – financial, operational or otherwise. Galveston County can be assured that we have the ability to efficiently and correctly undertake as many assignments as it sees fit to assign to us with the confidence that we can procure materials and supplies, pay bills, pay personnel, procure equipment and perform every other task in terms of logistics and operations without jeopardizing our role in the program or the interests of the County and its clients.

- ***Management & Personnel:*** SLS employs the most knowledgeable management team and labor personnel for our housing contracts. We don't hire personnel and expect them to learn on the job They are chosen based on prior experience, where they can make an immediate and efficient impact on the projects they are assigned This is evident in our performance on all of our housing program contracts, where SLS is one of the only contractors involved that routinely completed jobs on time, under budget and exceeding quality and performance standards of both clients and program sponsors. Our personnel from top to bottom know how to build and renovate homes using the most up-to-date and efficient means and methods and, equally as important, they know how to work with clients, suppliers, subcontractors and other vested personnel in a manner that fosters teamwork rather than conflict

- ***Locally Vested Interest:*** SLS is a Galveston-based company with a strong vested interest in the success of every Galveston County housing endeavor As residents of the County, our personnel lived through the devastation of Hurricane Ike and witnessed first-hand the result of the storm on local housing. We have worked alongside affected residents to rebuild homes and lives and will be here to witness the fruit produced from rebuilding efforts We are not a contactor that has come to the area to simply make profit. We and our personnel were here before the storm and will be here long after the effects of the storm have been rectified. The quality of our work will be on display for many years to come and we look forward to seeing the results over the next several decades. Our reputation is staked on our staying power and long-term presence and this philosophy is what drives our efforts for local rebuilding. Not only do we want to perform exceptionally for the County and its clients, we make every effort to employ as many local citizens as possible in our efforts, realizing that involving Galveston County residents in our efforts will have lasting and positive economic and lifestyle benefits that only enhance the homes we reconstruct and rehabilitate.

- ***Performance Philosophy:*** SLS has a company philosophy of doing what it takes the first time to provide the highest quality, most ethical and most efficient level of services We pride ourselves on working harder and smarter than any other contractor, as well as our ability to "think outside the box" and value-engineer projects to find the most efficient, economical and time-sensitive solutions to every construction issue and component of our projects We are not simply a contractor with a job to do, rather we are team member that endeavors to partner with clients to find the right solution, enact that solution, work harder and bring positive outcomes to each assignment This philosophy guides

our company and personnel and is one that will enable us to perform as expected for Galveston County and its clients

"TURN-KEY" SOLUTION

An elevation assignment, when done correctly, is not a simple one As noted earlier, raising the home is only a part of the project, and, as also noted, many elevation contractors are not motivated, equipped or experienced in providing the additional services necessary to effectuate a proper elevation assignment An experienced general contractor acting as "quarterback" is necessary who can evaluate the project for all of its necessary components, schedule those components in efficient order and ensure that each one of them gets done correctly Additionally, the quarterback needs to ensure that all suppliers, subcontractors and vendors are scheduled and paid on time to ensure the quickest and most efficient process.

As an example of this mindset, the below are issues SLS encountered when performing elevation assignments as part of several of our housing programs These demonstrate issues that an elevation contractor may not have anticipated or may face where additional subcontractors would have to engaged If not evaluated prior to commencement, these issues could lead to delays and cost overruns by an elevation contractor not experienced in such matters

- Electric meters relocated
- Rewiring & relocation of electrical system
- Roof, window and door replacement
- New sheathing under homes
- Elevated water heater platforms
- New firewalls for homes closer than 5 ft to property line
- Reconfiguration of plumbing & gas systems
- New insulation under homes
- Painting & priming of sheathing and lattice
- Elevated A/C platforms
- New stairs/ramps for ADA compliant homes
- Additional fill dirt under homes for positive drainage

Identifying and dealing with these issues (among others) efficiently as a component of an elevation assignment is exactly what SLS can do to make this program successful

ACKNOWLEDGMENT & COMMITMENT

SLS acknowledges the scope of services detailed by this Solicitation and commits to Galveston County that it is fully capable of performing such services To ensure complete understanding, we recognize the following services are required

Project Description The Severe Repetitive Loss (SRL) program is a long-term Federal flood hazard mitigation program, administered by the Federal Emergency Management Agency (FEMA) and the Texas Water Development Board (TWDB) The Severe Repetitive Loss (SRL) grant program was authorized by the Bunning-Bereuter-Blemenauer Flood Insurance Reform Act of 2004, which amended the National Flood Insurance Act of 1968, to provide funding to reduce or eliminate the long-term risk of repetitive flood damage to severe repetitive loss structures insured under the National Flood Insurance Program (NFIP)

Elevation of a flood prone structure is one of the most common and effective mitigation measures used to prevent further damages from flooding The overall objective of elevation is to raise the height of the lowest floor of the structure so that it meets the required level of protection based on flood zone data for the specific location When a structure is properly elevated, the living area (lowest floor of the structure) will be above the most severe flood levels, such as the 500-year flood in many cases

Galveston County has been awarded a $34 million SRL Elevation Grant by FEMA to elevate private residences in unincorporated Galveston County and the cities of Friendswood, League City, La Marque, Santa Fe, Dickinson, Jamaica Beach, Clear Lake Shores and Galveston

Selected respondents will meet with individual homeowners and provide turn-key pricing for elevation services to include all permits, plans and specifications, TWIA certification, engineer concurrence, initial first floor elevation, final elevation certificate and all relevant building and planning codes Respondents chosen by homeowners will then contract directly with homeowners Payments will be made by the County based on a pre-established draw schedule Respondents chosen by the County for potential SRL projects must be willing to work with Texas Windstorm Insurance Association (TWIA) Certified Engineers, registered in the State of Texas and must have demonstrated experience in performing home elevation projects in Special Flood Hazard Areas (SFHA) Respondents must demonstrate Bonding capacity, a past government project experience (County or State of Texas experience is preferred), and the ability to perform the services listed within this RFQ

SLS and all subcontractors it will employ in any resultant contract or assignment have the ability to perform these services in every location throughout Galveston County specified in the Solicitation and do not have any geographical or area limitations within Galveston County regarding the provision of these services

HOUSING PROGRAMS & EXPERIENCE

Substantive examples of our recent elevation and compliance work are further detailed in Section IV. Project Experience This experience is only a small sample of the vast amount of work we have performed as a result of the housing programs we are or have been involved in. Our experience demonstrates for Galveston County the large amount of reconstruction and rehabilitation work we have performed, as well as the intrinsic elevation and compliance components involved in this work

SLS is currently or has been involved in five major governmental housing reconstruction and rehabilitation programs. These programs, which were previously noted, have allowed SLS to work on and complete hundreds of homes for clients throughout Southeast and Coastal Texas Through this work, SLS has gained a tremendous amount of experience and has refined its construction process, which has allowed for the maximization of efficiency and economics In supplement to public programs, SLS has also been involved in hundreds of private assignments, as both disaster recovery and "normal" construction

Whether public or private in nature, SLS's experience, especially in the Gulf Coast area, has been primarily in the construction of elevated homes that meet or exceed all current federal, state and local flooding and windstorm requirements This experience is crucial to this program, where the focus will be exclusively on the enaction of practices, means and methods employed for current acceptable Gulf Coast construction projects

SLS is extremely experienced in elevation assignments and can provide services over and above the competition due to our volume of experience, "turn-key" operations, management abilities and vast pool of resources.

In addition to both public and private "site-built" housing assignments, SLS has been involved in several very instrumental FEMA and governmental agency "pre-fabricated" home housing assignments, both domestically and internationally These projects include constructing two temporary emergency housing communities in Galveston County in February 2009 as a result of Hurricane Ike, as well as the December 2011 construction of an emergency housing community in Tunkhanock, Pennsylvania as a result of recent

flooding. All three of these assignments were FEMA-sponsored, where hundreds of pre-fabricated homes were brought in and installed for emergency housing purposes Internationally, SLS was the prime subcontractor in Port-Au-Prince, Haiti in April-August 2010 for the construction of temporary housing for the Canadian Embassy

All of these projects had the following similar characteristics, which speak to SLS's experience in efficient disaster-related housing construction, as well as the "turn-key" provision of housing construction assignments

- Compressed Timelines FEMA projects – 30 days or less.
- Elevation Component All homes had to be elevated above grade to meet flood zone requirements
- Intense Project Management Coordination among multiple subcontractors, suppliers, vendors, governmental entities and oversight agencies to effectuate cooperation and adherence to aggressive schedules and construction requirements
- Involvement of Multiple Trades· All assignments required plumbing, electrical, water/sewer and HVAC work.
- SLS Self-Performance All sitework, demolition, landscaping, road and sidewalk construction, project management, procurement, document control, safety and quality components were performed by SLS personnel.
- Directly Relevant Components· Site preparation, foundation work, elevation, utility and system installation and other tradework were required, which are directly relevant to this program.

Expert House Movers, Inc.

EXPERT HOUSE MOVERS, INC.

P.O. Box 10
Foristell, Missouri 63348
Tel 636.463.1262, 409.795.9800 Fax 636.463.1266
www experthousemovers com

SECTION 1: Company Narrative

Expert House Movers, Inc (EHM) has been operating for four generations, and continues to innovate and expand in the structural moving and raising industry Although we receive a lot of attention for our world-record breaking moves and other unusual and challenging jobs, our company was built and relies every day upon structural relocations and elevations. With our fleet of unified hydraulic jacking systems, **the largest in the United States,** power dollies, and decades of experience, we continue to lead the structural moving and raising industry in both the number of jobs completed and the different types of jobs completed

Expert House Movers was founded in Virginia in 1954 by John Matyiko, Sr with his sons John Jr , Joe, James, and Jerry John Matyiko, Jr. and James Matyiko currently run operations in Virginia with sons John III, William, and Travis Jerry expanded to Maryland in1979 and currently runs operations with his son Gabriel Joe Matyiko, Sr expanded to Missouri in 1994 with his sons Joe Jr , John, and Frank. All of the listed Matyikos are owners of the companies and are set up as corporate structures in their listed states. All companies have average revenues between $1.5 to $5 million dollars annually All companies work together on large projects The primary office that will service the contract for this engagement will be the Missouri branch Since the founding of EHM in the 1950s, our company has been owned and managed by a family member Our family takes personal pride in the fact that the job at hand will be completed right and by a Matyiko Along with family, EHM's motto has always been to innovate and maintain the highest and foremost standards and equipment in the structural moving/raising industry

Officers, EHM, Inc Foristell, Mo
Joseph G Matyiko, Jr President – 314.486.2681 Joe@experthousemovers.com
John P Matyiko Secretary/Treasurer – 314 277 6433 John@experthousemovers com
Frank Matyiko Vice President – 314-713-9053 Frank@experthousemovers com

The total number of personnel at the Missouri branch varies from 15 to 30 depending on the number of projects and manpower needs

SECTION 2: Justification

Expert House Movers is qualified to provide the structural elevation services outlined in this RFQ, based upon our extensive experience in structural elevation In the Midwest since 1994, after the Great Flood of 1993, EHM has worked extensively with hazard mitigation projects throughout the country EHM hazard mitigated/relocated the first FEMA-HMGP funded community relocation project of Rhineland, Mo, and then EHM relocated the town of Pattonsburg, MO Both of these towns were entirely relocated In February 2012 the relocation of Silex, MO was completed EHM also elevated and provided turnkey services in the town of Lupus, MO for buildings, including foundations, electrical, plumbing and carpentry as a FEMA/HMGP funded project

During the summer of 2011, we relocated the National Czech And Slovak Museum after it flooded This was the largest museum ever moved (16,400 square feet and 1,400 tons). What made the move particularly challenging was that after we moved the museum to the new site, we raised the structure eleven feet and rolled iy over a hollow-celled concrete parking garage Before this move in 2011 we elevated three historic, National Register Listed, masonry train depots (475 tons, 390 tons, and 240 tons) in Ft Madison, Iowa for the Iowa Department of Transportation to above the base flood elevation after they had flooded

On the east coast in the 1990's, we successfully relocated five lighthouses from eroding bluffs and shorelines for the National Park Service, one of which was the National Historic Landmark Cape Hatteras Light The lighthouse was 210 feet tall, constructed of solid masonry and weighed 5000 tons EHM was awarded The Opal Award, which is the highest engineering award and the project was deemed the "Move of the Millennium"

Over the last few years, EHM has elevated flood-damaged structures along the Mississippi, Missouri, and Illinois River bottoms and along the outer banks of North Carolina, the Tidewater region of Virginia, and eastern shore of Maryland and Delaware These projects received funding from FEMA/NFIP grants

In the Gulf Coast EHM's Louisiana elevation experience started in January 2010 and continues today After Hurricane Ike in 2009, EHM reached out to the Galveston area and EHM has had a presence in the community ever since. One of our Kemah elevations has been said to be the beacon of hope that everyone can aspire to after the disaster that was Ike Since 2009, we have been a licensed and bonded contractor with the city of Galveston and have professional working relationships with sub-contractors and Architects/Engineers in and around the island and county Our equipment yard located on Heards Lane in Galveston will give us the ability to provide elevation services at project sites within Galveston County with great ease. Our plans include utilizing our many Galveston County contacts to research and establish EHM project management offices for operations

Robert Wolfe Construction, Inc.

ROBERT WOLFE

Real Estate, Inc. / Construction, Inc.

REALTOR®

Section 2: Respondent Justification

Robert Wolfe Construction, Inc. hereby submits our application/proposal package in an attempt to satisfy your request for qualifications for the Residential Home Elevation Services.

We believe our experience and references more than qualify us to provide home elevation services We have been successfully building and elevating homes for over 17 years. Currently we are working in the State of Louisiana Hazard Mitigation Grant Program. Within in the last year of participating in elevation program we have had no incidents and pride ourselves on a safe work environment and delivering a quality end product to the consumer.

Robert Wolfe Construction, Inc., has a large mobile workforce that can cover all geographical areas in Galveston County.

868 BEHRMAN HIGHWAY ~ GRETNA, LA 70056
(504) 393-2445 www.robertwolfeinc.com Fax (504) 393-0455

ROBERT WOLFE

Real Estate, Inc. / Construction, Inc.

REALTOR®

Section 1· Company Narrative

Our Construction Company was formed with the Secretary of State in Louisiana on June 7, 1995. Our corporation is wholly owned by Robert Wolfe

We have worked in wind mitigation zones throughout Southeast Louisiana. We have constructed, rehabbed, and elevated hundreds of projects in our 17 year history. Additionally, we have developed subdivisions and other major projects throughout the Southeastern part of Louisiana Please review our founders attached resume as well as recent elevation projects.

868 BEHRMAN HIGHWAY ~ GRETNA, LA 70056
(504) 393-2445 www.robertwolfeinc.com Fax (504) 393-0455

Minnich Enterprises, LLC
dba T&M Elevation & Transport

RFQ#· B121014

County of Galveston, Texas

March 22, 2012

T&M ELEVATION & TRANSPORT

WWW tmelevation com

OFFICES·

Dallas/Fort Worth

6230 East Interstate 20

Aledo, Texas 76008

817-683-1485

Nashville/Memphis

2577 Thompson Road

Springfield, Tennessee

615-384-6747

SECTION 1· Company Narrative

T&M Elevation and Transport LP is a partnership of M&M Structural Moving serving the Dallas/Fort Worth Texas metropolitan and Toothman Structure Movers (TSM) serving the Tennessee and southern Kentucky region Don Toothman, founder of TSM, is a recognized FEMA elevation contractor with extensive experience elevating homes effected by the Tennessee and gulf coast floods. Don is also a long standing director of The International Association of Structural Movers (IASM), the primary trade association for Structural Moving industry world wide Greg Minnich, owner of Minnich Enterprises LLC dba M & M Structural Moving, is a retired banking executive who purchased a third generation house moving company in 2007 Minnich Enterprises LLC is also a developer of commercial and retail properties for both sale and lease These properties are turn-key construction projects involving coordination of acquisition, permitting, subcontractors, and compliance with local government building codes After completing several successful joint venture projects together with TSM over the past 3 years, it was ideal to combine the business and financial resources of Greg Minnich with Don Toothman's structural house elevation expertise to form T&M Elevation and Transport The resources of our modern unified hydraulic lifting systems, skilled staff, and large inventory of house moving beams and dollies, allows TSM the readiness to handle almost any size project Our bonding company Boley Featherston Insurance provides us with $1 5 million of bonding capacity to maintain approximately 15-20 active contracts with homeowners for the proposed elevation work This would equate to approximately 40-50 completed elevation projects annually

Although the Dallas/Fort Worth Texas office will be primarily focused on this Galveston County FEMA project, we have located office space in Clear Lake Texas in preparation to support this project and other

coastal elevation work. Job supervisors will be provided by both companies for the Galveston County project. Minnich Enterprises LLC, is the parent company of T & M Elevation and Transport a Texas limited partnership. T &M Is owned 51% by M & M Structural Moving and 49% by Toothman Structure Movers.

SECTION 2: Respondent Justification.

TSM is well prepared to provide the turn-key FEMA home elevation services outlined in this proposal The listing of prior FEMA and Flood project work listed below is indicative of our capabilities in this area Flood elevation work completed for the Flooding of the Tennessee River, Duck River, and the Nashville floods are demonstrated below. Pictures are provided to indicate that some homes were raised to 15' elevations. On one 2010 Nashville home elevation project FEMA recognized the completed project as a model of their flood restoration program. We diligently conform to the regulations, guidelines, and building codes provided by both local and federal agencies. Our bonding company can provide both the required payment and performance bonds for up to $1 5 million of work in progress, representing the capacity to complete up to $6 million in work annually Our primary sub-contractor on this project is Ed A Wilson Company a 50 + year Texas based concrete and foundation contractor that primarily completes state and federal public work projects Ed A Wilson has completed numerous Federal and State funded projects in the Greater Houston market, including award winning work for the USPS Hurricane Ike remediation project

SECTION 3 Respondent Logistics/Staffing Profile

Two Primary Contacts:

Greg Minnich. Managing Partner
P O Box 1866 Aledo, Texas 76008
Office Phone· 817-441-5797
Cellular Phone 817-683-1485
Email gminnmail@yahoo com

Don Toothman Director of Operations
2577 Thompson Road Springfield, TN 37271
Office Phone. 615-384-6747
Cellular Phone· 615-579-0755
Email dontfsm@aol com

Respondent's primary point of contact for Contracts

Greg Minnich Managing Partner
P O Box 1866 Aledo, Texas 76008
Office Phone: 817-441-5797
Cellular Phone: 817-683-1485

Patterson Structural Moving & Shoring

Section 1: Company Narrative

Patterson Structural Moving and Shoring, LLC (PSMS) is one of the nation's largest structural mover / elevation company A dynamic family owned business with a base of operations in New Orleans, Louisiana, Patterson Structural Moving and Shoring, LLC was formed in August 2010 to address the state's home elevation needs under FEMA's Hazard Mitigation Grant Program If approved for the Severe Repetitive Loss Elevation Grant Program in Galveston, Texas, our company will explore the possibility of establishing a Texas-based entity to conduct residential home elevation services there

Jeremy Patterson is a second-generation mover that runs daily operations Having grown up helping his father rig heavy equipment and move houses, Jeremy has now worked full-time in his family business for over 18 years in either a managerial or ownership capacity. His father, John Patterson, had developed the business from a small-time operation to the largest in the Midwest when Jeremy and his family made the commitment to carry on the Patterson name In combining Jeremy's second-generation knowledge with the multi-generational experience of his colleagues, our company demonstrates a unique expertise and talent that is over a century in the making.

Patterson Structural Moving and Shoring, LLC is one of only a handful of competent, qualified companies in the world that is trusted by governments, insurance companies, and families to move and elevate large structures Through the process of relocation and/or elevation, PSMS is dedicated to the hazard mitigation of a wide variety of structures with a specialty in historic, especially masonry, buildings.

Our staff has moved / elevated thousands of structures comprising millions of square feet. Patterson has experience in moving and elevating some of the world's largest structures, many of which are historical in nature. These projects include the Alumni House on Tulane University's campus after Hurricane Katrina, the historic 18th century Cousin home in Bayou Liberty, and the massive, 400 ton 1884 Buchanan House near Tifton, Iowa

Patterson Structural Moving and Shoring has been featured on multiple reality television series including TLC's "Heavy Haulers" and "Monster Moves". In addition, Patterson has received numerous national awards for moving and elevating the largest, tallest, and heaviest structures and buildings in the country.

Headquarters

Patterson Structural Moving and Shoring, LLC
13040 South I-10 Service Road
New Orleans, LA 70128

Email Contact Danny McKearan, dmckearan@cox net
www pattersonshoring.com
Total Number of Personnel : 20+

If approved for the Severe Repetitive Loss (SRL) Elevation Program, PSMS will establish an office in or near the Galveston County, TX area to support the contract. Utilizing our experience regarding staffing for SRL elevation projects, we will staff this office location with the appropriate number of personnel

Section 2: Respondent Justification

Patterson Structural Moving and Shoring, LLC is one of the nation's top structure elevation businesses, currently raising over 350 structures each year. In addition to PSMS's award winning moves of some of the largest, tallest, and heaviest structures in the nation, Patterson also has extensive experience providing home elevation services under Federal and State funded Hazard Mitigation Grant Programs. PSMS has elevated more than 1,500 homes in the State of Louisiana under FEMA's Hazard Mitigation Grant Program (HMGP) With our extensive knowledge and experience in providing home elevation services within the context of Federal and State hazard mitigation grant programs, PSMS is the ideal candidate for the Severe Repetitive Loss Elevation Grant Program in Galveston County, Texas

Patterson Structural Moving and Shoring, LLC utilizes the latest in hydraulic equipment, the unified jacking system, which is considered the best equipment in the industry. A unified jacking system synchronizes the travel of multiple jacks by supplying exactly the same volume of oil to each outlet. This means that each jack extends at exactly the same rate, regardless of the load on it. For example, one jack can be holding 15 pounds and another 15 tons, yet they will both extend and retract at exactly the same rate. Hydraulic unified jacking systems are far superior to any other equipment being used today, which includes simple hand jacks and "floating" structures on multiple hydraulic dollies

Patterson Structural Moving and Shoring is an award winning structural moving company PSMS has moved some of the largest, heaviest, tallest, widest, and oldest structures in the country Past awards include

- 2011 Heaviest Building Moved on rubber tires
- 2010 Heaviest Structure Moved on rubber tires
- 2010 Tallest Structure Moved
- 2010 Longest Structure Moved
- 2009 Heaviest Masonry Structure Moved
- 2008 Heaviest Masonry Structure Moved
- 2007 Heaviest Structure Moved
- 2007 Best Time Saving Device
- 2006 Widest Structure Moved
- 2006 Heaviest Structure Moved on dollies
- 2006 Most Unusual Move

Jeremy Patterson has been featured both on Discovery Network's / TLC "Heavy Haulers" and "Monster Movers" reality television series In addition Patterson's work has been featured in numerous trade publications including, *Structural Mover, The House and Building Mover,* and *Texas Mover*

Patterson can perform structural moves and elevations anywhere in the United States and is not limited by any geographical distance. Patterson has the personnel, equipment, and a management resources capable of performing work anywhere in the United States, and perhaps in the world if needed

Patterson Structural Moving and Shoring, LLC has both the ability and desire to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Qualification

Patterson Structural Moving and Shoring, LLC has both the ability and desire to provide home elevation services under the Scope of Services listed in the Request for Qualification packet. Including, but not limited to.

- Establish TWIA requirements and certifications
- Meet FEMA SHFA building elevation certifications
- Meet County Flood Plain Elevation certifications or other applicable entity
- Provide 5 year warranty on workmanship and materials
- Repair damage caused to homes during the elevation project

Arkitektura Development, Inc.

REQUEST FOR QUALIFICATION LETTER: RFQ NUMBER: B121014

RFQ OPENING DATE: Date: March 22, 2012 at 2:00 PM

FOR: Residential Home Elevation Services for the SRL Elevation Program

Section 1: Company Narrative
Arkitektura Development Company was founded in the year 2003 by Gerard Phillip Contreras. The company mainly specializes in high-end custom residential design and construction, interior design and home elevations We are a full service company from the planning stage through to the interior finish out Since the inception, Arkitektura has been involved in over 50 projects ranging in size from $10,000 to over $1,000,000.00 throughout the State of Texas. Seven of these projects have included house elevations. The company is incorporated in the State of Texas on January 15, 2010 The company's ownership structure is listed as a C Corporation Arkitektura is not affiliated with any other subsidiary or joint venture

Section 2. Respondent Justification
G. Phillip Contreras is fully qualified to provide the services described in the Scope of Services in the RFQ. Arkitektura's officer and employees have college degrees in both Architecture and Interior Design coupled with over 20 years of construction management experience and knowledge. While we as a company believe education is critical to the design portion, experience in the home building industry plays a major part in how well a project is completed. Construction tradesman, deadlines, quality of materials and workmanship can be an important factor in determining the final finished product. Arkitektura is willing and has the resources available to travel to any point in Galveston County where a project may be located.

Section 3. Respondent Logistics / Staffing Profile

G Phillip Contreras - Owner
705 Harborside Way
Kemah, Texas 77565
281-957-9192
Condg1@yahoo.com
See attached resume.

Ricardo Davis - Engineer
PE Square Engineering Consultants, LLC
907 South Friendswood Drive
Friendswood, Texas 77546
281-485-5006
See attached resume

Southern Elevation & Shoring, Inc.

Section 1: Company Narrative

John Finney, born and raised in Houston Texas, owner of construction company All Phase Renovations in Pearland Texas since 2007 partnered with general contractor and home elevator Kenneth Verdin of Louisiana, January 13, 2011 forming Southern Elevations and Shoring Inc for the SRL and Hazard Mitigation Grant programs in the state of Louisiana John Finney is currently 75% owner of Southern Elevations and currently resides in Pearland Texas since 1999, with his wife and 2 children In addition to general contracting Kenneth Verdin also owns All Pro Electric in Louisiana which has been in business for 8 years doing commercial and residential projects and also has an excellent reputation All Phase Renovations is currently working on 2 commercial projects in Houston and has done hundreds of residential projects All Phase has an excellent reputation in our community. (A on the BBB)

Kenneth and John met after hurricane Katrina in Louisiana and worked on multiple projects together renovating homes for 2 years Kenneth then went on to invest in, and operate an elevation company helping them become one of the largest elevation companies in Louisiana for 3 years Kenneth was trained and certified by the manufactures of the Unified Jack Machine (UJM). Kenneth's on the job home elevation experience is extensive He has personally elevated well over 200 homes (slab and pier). Since being formed Southern Elevations has quickly become one of the largest and most successful turnkey construction and elevation companies in Louisiana with an excellent reputation. (A rating on the BBB)

Southern Elevations has had $14million in gross sales in the last 14 months and successfully completed $3 6 million worth of Hazard Mitigation Grant Program (HMGP) projects. We have an excellent working relationship and reputation with HMGP, which has gone though many challenges and changes. The Louisiana $750million HMGP program is the largest mitigation program in history with most of the funds going toward home elevations. Currently we are working on 20 to 25 elevation projects at any given time with the ability to do many more but we are restricted by the payments HMGP can process at this time Southern Elevations is also working with other grant facilitators such as Solutient, and High Ground on several SRL's

Southern Elevations current office is at 18 West 24th St Kenner Louisiana 70062 and has an office staff of 8 with an office being remodeled at 1304 Linton dr in La Marque Texas in anticipation for this project. Once we can evaluate the volume this program intends to release, we will staff accordingly locally and John will be the primary contact on all Texas correspondence.

John Finney (john@southernelevations com) 281-636-0043 3802 Paigewood Dr Pearland,Tx 77584

Section 2: Respondent Justification

Southern Elevations currently owns 2-24 output Unified Jacking Machines(UJM)an investment or well over $500,000 It typically takes 6 to 9 months to build the UJM as it is very complex and only 2 companies make them in the U.S. The Unified Jacking System (UJS) is widely accepted as the standard for elevating homes and is the only way to correctly and safely elevate a home and it also reduces stress and damage to the structure during the process This system was specifically invented for lifting large structures and has been very successful in elevating homes Elevating homes in any type of volume has only been around for about 5 years since Katrina, especially slab homes so the technology and process is relatively new. With Southerns current work load we only need one UJM in Louisiana, so one will be coming to Texas permanently for this program

Southern Elevations having its vast experience with managing high volume construction projects and dealing with the government processes, paperwork, and cash flow, will help Galveston County expedite the program with pleased residents in the end. Southern Elevations is a complete turnkey construction company.

Our current bonding capacity is $5 million and will likely grow as we have a very good working relationship with our bonding company being that our financials are very strong, so handling 20 to 30 projects at a time for Galveston County will fall into our management and bonding capacity with ease.

The key to Southern Elevations success is due to the fact that Kenneth and John are both general contractors and business managers. The elevation process is just a portion of the project We are professionals at everything from bidding, selling, grant paperwork, permitting, managing, and most importantly finalizing these projects with a pleased customer and our reputation speaks for itself HMGP and our customers will concur that we are the premier elevation company to do business with

Obviously Southern Elevations advantage for Galveston County and its residents is that Southern is owned by John Finney a Houston Texas native living 35 miles from Galveston and also owning All Phase Renovations, our resources are vast Galveston County customers I think will take comfort in knowing a reputable, experienced, locally owned and operated company will be handling their project and be around for years to come

Respectfully submitted by John Finney President of Southern Elevations & Shoring inc

Signature_____

Byrdson Services, LLC
dba Excello Construction

Excello Construction was formed in 2003. Our parent company, Byrdson Services LLC became incorporated in Texas in 2007. Our name has been the same since our inception. Our home office is located at 1245 W Cardinal in Beaumont Texas

In February of 2012, Excello construction signed a strategic alliance agreement with Cherry House Moving Co Inc for the purpose of this project and other elevation services needed throughout Southeast Texas.

Cherry House Moving Co, Inc has been the leader in house elevation and moving in Southeast Texas since 1952. They are wholly owned by Keith Cherry

Excello Construction
1245 W Cardinal
Beaumont TX 77705
409-842-1827
GC@excelloconstruction.com
11 administrative personnel

Cherry House Moving
9235 Edgebrook
Houston TX 77075
713-941-2924
cherryhousemoving@yahoo.com
9 administrative personnel

We have been a leader in Southeast Texas in repairing, elevating, and reconstructing homes which were damaged primarily from Hurricane Rita and Hurricane Ike Since 2008, Excello Construction has entered into numerous contracts with TDHCA, the GLO, Shaw Environmental, ACS, City of Galveston, City of Houston, City of Baytown and LINC Houston to demolish, reconstruct, elevate, and renovate homes on a wide scale over a large geographic area Since 2008, Excello has demolished and rebuilt over 300 homes in areas throughout Galveston, Harris, Chambers, Liberty and Jefferson Counties In this same time period Excello has done major renovations, including elevations, on more than 100 homes These include both inland and seaward locations

During this time we have excelled at building elevated foundations of multiple designs These include driven pilings, drilled pilings, and cement CMU piers to as high as 20' We have built or completely renovated 37 elevated homes in the seaward areas of Galveston, Chambers, and Jefferson Counties

We currently have 32 skilled laborers with multiple licenses that allow us to handle every facet of home renovation from within. This reduces the inefficiencies of using subcontractors Our company holds a Texas Electrical Contractor's License as well as a Class A HVAC License with the TDLR

In 2010 Excello renovated 38 homes in the Rita THAP program These renovations had an average cost of 42,654 and had an average completion time of 32 days In July-October of 2010 Excello renovated 35 homes in the LINC Program funded by CDBG funds through NCI in the Houston area These homes had an average completion time of 19 days with an average cost of $16,231.

Excello Construction has insurance and bonding capacity well in excess of program expectations Over $5 million dollars of bonding capacity could be exclusively committed to this project

Excello Construction has a proven track record of excelling in every facet of home renovation To add to these strengths, Excello Construction has signed an alliance agreement with Cherry House Moving Co to exclusively provide house elevation services This partnership solidifies the elevation capabilities of Excello construction And this is done utilizing a company geographically located in Galveston County's backyard.

Cherry Creek House Moving Co moves and elevates dozens of homes per year throughout Galveston County This has included both private and publicly funded elevation projects

Coastal Shoring, LLC

COASTAL SHORING, LLC.

STATEMENT OF QUALIFICATIONS FOR RFQ #:B121014

The following are our responses to the respondent information for subject RFQ # B121014 in the required format as requested

Section 1: Company Narrative

Coastal Shoring is a Limited Liability Company in Louisiana which was originally founded in May of 2006 under the previous name of 2K Construction, LLC. and converted to Coast Shoring, LLC in October 2008 The company started as a Commercial/Residential Construction Company that expanded into the shoring business with a specialty in structure elevations The Company ownership structure consists of three parties, two Manager/Members and one Member The company headquarters and primary office is located at 100 Arnoult Rd., Jefferson, LA. 70121 We currently have a total of 16 employees who work in this office at the above location with another 50 personnel that work in the field on our projects

In the event we are selected for a contract, it is our intent to establish a satellite office in the Galveston area to manage this contract and provide assistance to the homeowners that would choose Coastal Shoring to perform their project This office would consist of approximately 4-6 employees depending on the volume of business received Coastal Shoring is a stand alone company and does not have any subsidiaries nor are we affiliated with or involved in any joint ventures with any other companies You may also refer to our website at www coastalshoring com for any additional information on our company

Section 2: Respondent Justification

We strongly feel that Coastal Shoring is highly qualified to provide the services described in the Scope of Services in this RFQ We base this assumption on the fact that we have successfully elevated in excess of a combination of 300 slab-on-grade and pier/beam structures ranging from 700 square feet to 4000 square feet through the turn-key process and an additional 75 where we performed the lift only as a subcontractor for other companies over the past three years We have accomplished this large workload utilizing State-of-the-Art equipment, particularly, the Unified Jacking System which creates little or no internal damage to the structures and allows all the contents of the structure to remain in place during the project along with highly qualified personnel which we believe are some of our key strengths in addition to our past experience with dealing with a multitude of homeowners on a continuing

basis in regard to their issues and concerns in conjunction with their individual projects We offer a transferrable Lifetime Warranty on the foundation for all Slab-on-Grade projects and a transferrable Five-Year Warranty on our Pier/Beam projects. See **Tab # 1** for this SOQ for a sample copy of each warranty category.

We also have been successful in maintaining a great working relationship with all local building officials and permit offices in conjunction with following all Floodplain mitigation and building permit requirements. Additionally, we have an excellent record with the Better Business Bureau in promptly solving homeowner concerns or disputes

The above stated projects were performed and completed in both Special Flood Hazard Areas (SFHA) as well as Non-SFHA's in multiple parishes under a variety of grant elevation programs through the Louisiana State Hazard Mitigation Grant Program, the Parish Hazard Mitigation Grant Program, and the Parish Severe Repetitive Loss Program These parishes include Jefferson, Orleans, St Bernard, Plaquemines, St. Tammany, Terrebonne, and St. Charles which are all located in Southeast Louisiana. We firmly believe there are no limitations with our company or our subcontractors in performing projects in the Galveston County area in the same manner as our results here in Louisiana.

Section 3: Respondent Logistics/Staffing Profile

The following is the required information on two (2) primary company contacts

Jerl "Pappy" Kershenstine, Co-Owner, 100 Arnoult Rd , Jefferson, LA 70121, (504) 267-7775, jay@coastalshoring com

Adam Kershenstine, Co-Owner, 100 Arnoult Rd , Jefferson, LA. 70121, (504) 304-7229, adam@coastalshoring.com

The following is the required information on our Point of Contact for a contract resulting from this RFQ

Tom Rodrigue,CFM, Consultant/Grants Specialist, 100 Arnoult Rd , Jefferson, LA 70121, (504) 267-7775, tom@coastalshoring com

The following is the required information for our Key Staff who will be responsible for the performance of any contract resulting from this RFQ.

AGENDA ITEM #18a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	2/27	Department:	Road & BRIDGE		
Renewal Contract:	Yes	Orgkey:		Object Code	
Contract Start Date	2/27/12	Vendor	REPUBIC Services INC		
Contract End Date:	2/26/14	Vendor No:	707685	Contract No	CM12105
Description	Disposal @ GALVESTON Co LANDFILL				
Contract # Issued By Purchasing			Requested Legal Review:	Yes/No _____	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Totals		-	-	-	-	-	

Total Cost

Note: Road & Bridge did not receive notice until 2-27-12

Approved By	Date	Signature
Department Head	2/27/12	Layne Hardy
Purchasing Agent	2/27/2012	[signature]
County Legal	4/17/12	Henry Bozman
County Budget Office		

Form Number

Chapman, Brandy

From: Lopez, Renelle
Sent: Monday, April 16, 2012 4 07 PM
To: Chapman, Brandy, Ross, Mae
Subject: correct back-up for #18
Attachments: 120410001 pdf

Attached is the correct back-up for item #18

Renelle Lopez
Administrative Assistant
County Judge Mark Henry
Galveston County Courthouse
722 Moody, Suite 200
Galveston, Texas 77550
Phone. 409-766-2268
e-mail· renelle lopez@co galveston tx us

REPUBLIC SERVICES, INC.

January 16, 2012
Via Certified Mail

Gwen McLaren
Galveston County Road Dept.
PO Box 1418
Galveston, TX 77553

Re: Disposal Contract at Galveston County Landfill

Dear Ms McLaren,

We appreciate your business at our Galveston County Landfill

Your disposal agreement for that landfill expires on 2/27/2012. We need to get a current agreement for you in place which is attached for your review and signature. If we do not receive the signed agreement prior to February 27, 2012 your account will be changed to a cash account at our posted gate rate pricing

We are not increasing your rates at this time, only securing a new agreement at your current C&D rate

	February 27, 2012
Galveston County Landfill	$6.95 per cubic yard

+Env fee of $10.00/load, fuel fee (varies per month), Admin fee of $1.30/invoice.

Terms are Net 30. Late fees apply at 31 days and account subject to suspension at 45 days

All fees subject to change with notice.

We are committed to maintain the high level of service you have come to expect from our company Upon your review and signature of the service agreement, please return to me at 5757A Oates Road, Houston, TX 77078. We will be happy to answer any questions regarding this increase

Sincerely,

Charlie Walker

Charlie Walker
Division Manager
Houston Post Collection Group
713-671-1550

REPUBLIC SERVICES, INC.

Republic Services Disposal Agreement

(Not for Special Waste)

Customer Name : GALVESTON COUNTY ROAD DEPT
Address : PO BOX 1418
City : GALVESTON
State : TX Zip Code: 77553
Contact Name : ~~GWEN MCLAREN~~ Phone Number: ~~409-770-5378~~
FED ID # : _____ PO Number : _____

Republic Services Landfill Name : GALVESTON COUNTY LANDFILL
Address :
City :
State : Zip Code
Contact Name : Phone Number
Contract Effective Date : ~~2/27/2012~~ 5/1/2012

Waste Types : C/D

Unit of Measure for Billing : YARD (Tons/Yard/Load)

Disposal Fee : $6.95/YD
Taxes/Host Fees/Charges : $ NA / Unit of Measure Above (CUSTOMER IS A TAX EXEMPT political subdivision of the STATE of TEXAS)
Administrative Fee : $1.30 / Month
Environmental Fee : $10.00 / LOAD___, or _____ % of Disposal Fee
Fuel Recovery Fee : $ VARIABLE _____, or _____ % of Disposal Fee
Other Fees : $_____ / _____, or _____ % of Disposal Fee

Invoice Period : Semi Monthly (Weekly, Semi-Monthly, 3 Per Month)

All Payments Are Due Within 30 Days of Invoice Date in accordance with provisions of what is commonly called the Texas Prompt Payment Act

Minimum Volume : n/a / Unit of Measure Above / Month/Quarter/Year
Maximum Volume : n/a / Unit of Measure Above / Month/Quarter/Year
True-Up Period for Minimum Volume Calculations:_____ (Month, Quarter, Year)

Special Instructions : non industrial waste only. ~~Rates subject to change with notice.~~

CUSTOMER AGREES TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL AGREEMENT TERMS AND CONDITIONS"

BY: REPUBLIC SERVICES

Charles Walker 1-16-2012
Signature Date

Charles Walker
Printed Name

Division Manager
Title

BY. CUSTOMER

Mark Henry 9/18/12
Signature Date

MARK A. Henry, County Judge
Printed Name

ATTEST: Dwight D. Sullivan
Title DWIGHT D. SULLIVAN
COUNTY CLERK

REPUBLIC SERVICES DISPOSAL AGREEMENT

TERMS AND CONDITIONS

1. Delivery of Acceptable Waste. Hauler shall deliver at least the minimum volume of Acceptable Waste (as defined below) indicated on the cover of this Agreement (the "Minimum Volume") to the landfill indicated on the cover of this Agreement (the "Landfill") Hauler shall not deliver in excess of the maximum volume of Acceptable Waste indicated on the cover of this Agreement to the Landfill.

2. Delivery Procedures: Operation of the Landfill.

(a) Acceptance of Acceptable Waste. Republic shall have the right in its sole discretion to reject delivery of any waste offered for acceptance by Hauler that does not constitute Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste (as defined below)

(b) Operation of the Landfill/Procedures. Notwithstanding anything in this Agreement to the contrary, Republic Services shall have the right, in its sole discretion, to close the Landfill, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such permanent closure, Republic Services shall have the right to terminate this Agreement. Hauler's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable generally to haulers utilizing the Landfill as Republic Services may modify such procedures from time to time.

(c) Hauler's Compliance with Applicable Laws. Hauler shall collect, transport and deliver waste to the Landfill in compliance with all Applicable Laws and the procedures referenced in Section 2(b).

(d) Title to Waste. Hauler represents and warrants to Republic Services that either Hauler or its customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Hauler to the Landfill. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill by Hauler shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with Hauler or its customer and shall never be deemed to pass to Republic Services.

3. Term. Unless sooner terminated pursuant to Section 6, this Agreement shall commence as of the contract effective date indicated on the cover of this Agreement and shall remain in full force and effect for a period of ~~two years~~. Upon expiration or termination of this Agreement, the obligations of Hauler to deliver and of Republic Services to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive termination.

4. Disposal Fees.

(a) Fees. Hauler shall pay Republic Services a disposal fee (the "Disposal Fee") for all Acceptable Waste Hauler delivers to the Landfill as set forth on the cover of this Agreement. In addition to the Disposal Fee, Hauler shall pay such fees as Republic Services may impose from time to time by notice to Hauler (including, by way of example only, administrative fees and environmental fees), with Republic Services to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Hauler shall pay Republic Services a fuel recovery fee in the amount shown on each of Republic Services' invoices, which amount Republic Services may increase or decrease from time to time by showing the amount on the invoice. The initial fee amounts for administrative fees, environmental fees, fuel recovery fees and other fees are set forth on the cover of this Agreement, but are subject to change from time to time as described in this Section 4(a).

(b) Payment; Deposit. Republic Services shall transmit an itemized invoice to Hauler of all Disposal Fees and other charges under this Agreement on a periodic basis as indicated on the cover page of this Agreement. Hauler shall pay all invoices within 30 days after receipt of invoices in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act. ~~If Hauler does not make payment by such date, Hauler shall pay a late payment fee in an amount equal to the lesser of (i) the greater of $5 per month or 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law.~~ Hauler also shall pay a fee of $50 (which Republic Services may increase from time to time by notice to Hauler) for each check submitted by Hauler that is an insufficient funds check or is returned or dishonored. At any time after Republic Services becomes concerned about Hauler's creditworthiness or after Hauler has made any late payment, Republic Services may request, and if requested Hauler shall pay, a deposit in an amount equal to one month's charges under this Agreement.

(c) Taxes and Other Charges; Cost Increases. In addition to the Disposal Fee, Hauler shall pay all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes/Host Fees/Charges"). The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. ~~In addition, Republic Services shall have the right to increase the Disposal Fee from time to time by the pro rata amount (determined by relative tonnage of Acceptable Waste delivered by Hauler and accepted by Republic Services for processing at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs or capital costs of the Landfill as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Republic Services to Hauler~~

(d) CPI Adjustment. In addition to the adjustments described in Section 4(c), the Disposal Fee shall be increased on the first anniversary of this Agreement by the percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All Items, for urban wage earners and clerical workers, 1982-84 = 100 (the "Consumer Price Index"). If the Consumer Price Index ceases to be available, the parties shall use the most closely comparable index then available.

(e) Shortfall Fee. At the end of each true-up period indicated on the cover of this Agreement (the "True-Up Period"), Republic Services shall determine the total volume of Acceptable Waste delivered by Hauler to the Landfill during such True-Up Period. If the total volume of Acceptable Waste delivered during such True-Up Period is less than the volume required to be delivered during such True-Up Period based on the Minimum Volume, Hauler shall pay Republic Services a fee (the "Shortfall Fee") equal to the Disposal Fee multiplied by the volume by which Hauler was deficient during the True-Up Period Republic Services shall invoice Hauler for, and Hauler shall pay Republic Services, any Shortfall Fee in accordance with Section 4(b)

(f) Price Adjustments. In addition to any other price increases pursuant to this Section 4, Republic Services shall have the right to request an increase in the Disposal Fee, from time to time and for any reason, by giving written notice of the amount and effective date of the increase (the "Price Increase Notice") to Hauler at least 30 days before the effective date of the increase. If Hauler does not object in writing (the "Objection Notice") to the price increase within 30 days after the date of the Price Increase Notice or if Hauler accepts the price increase, the price increase shall go into effect on the date stated in the Price Increase Notice and this Agreement shall be deemed amended accordingly. If Hauler gives an Objection Notice within 30 days after the date of the Price Increase Notice, Republic Services shall have 15 days after receipt of the Objection Notice to determine whether to (i) drop its request for a price increase and have the Agreement continue in full force and effect or (ii) terminate this Agreement effective as of the proposed effective date of the price increase (or any later date specified by Republic Services). If Republic Services does not give notice of this determination within 15 days after receipt of the Objection Notice, Republic Services shall be deemed to have dropped its request for a price increase and the Agreement shall continue in full force and effect.

5. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. Hauler agrees that it shall not deliver any Unacceptable Waste to the Landfill. If Hauler delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Republic Services, as Hauler's agent to cause such separation, with the cost of such separation to be paid by Hauler

(b) Weighing and Inspection of Waste by Republic Services. Republic Services shall weigh all waste at the Landfill and the weight so determined shall be final and conclusive on both Hauler and Republic Services. Republic Services shall have the right, but not the obligation, to inspect any of Hauler's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Hauler acknowledges and agrees that any failure by Republic Services to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Hauler from its obligation to deliver only Acceptable Waste or from its other obligations under this Section 5.

(c) Rejection of Unacceptable Waste. If Hauler delivers Unacceptable Waste to the Landfill, Republic Services may, in its sole discretion: (i) reject such Unacceptable Waste at Hauler's expense; or (ii) if Republic Services does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Hauler telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Republic Services may, as Hauler's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Hauler all direct and indirect costs incurred due to handling, delivery and disposal of such Unacceptable Waste, unless Hauler otherwise elects to arrange for disposal of the Unacceptable Waste. If Hauler elects to dispose of such Unacceptable Waste, it shall do so within such time period as Republic Services reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If after electing to do so Hauler does not dispose of the Unacceptable Waste within such time period, Republic Services may dispose of such Unacceptable Waste as Hauler's agent, without further notice to Hauler, and Hauler shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic Services to Hauler for Republic Services to dispose of Unacceptable Waste as Hauler's agent in emergency situations where in Republic Services' reasonable judgment a delay in such disposal could constitute a hazard to the Landfill or any person on, about or near the premises.

(d) Definition of Unacceptable Waste. For the purposes of this Agreement, "Unacceptable Waste" means:: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

6. Default.

(a) Events of Default. Each of the following shall be an event of default by Hauler under this Agreement: (i) Hauler fails to pay any amount due as and when the same becomes due under this Agreement; or (ii) Hauler fails to perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Hauler specifying the nature of such failure and requesting that it be remedied.

(b) Remedies on Default. Whenever any event of default by Hauler shall have occurred and be continuing, Republic Services shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 6, Republic Services shall have the option to immediately terminate this Agreement unless during such period Hauler has taken remedial steps the effect of which would be to enable Hauler to cure such event of default within an additional 15 day period following the expiration of such grace period; and (ii) if Hauler is then in default, Republic Services shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Hauler until such default is cured or this Agreement is terminated. If Republic Services stops accepting Acceptable Waste, Hauler shall pay Republic Services a service interruption fee in an amount determined by Republic Services in its discretion up to the maximum amount allowed by Applicable Law.

7 Indemnification. To the extent permitted by the Constitution of the State of Texas Hauler shall indemnify, defend (upon request by Republic Services) and hold harmless Republic Services and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns (the "Republic Services Indemnified Parties") from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by or arising out of (a) Hauler's breach of this Agreement, or (b) Hauler's negligence or willful misconduct.

8. Insurance. During the term of this Agreement, Hauler shall maintain the following insurance coverage's:

Workers' Compensation:	
Coverage A	Statutory
Coverage B – Employer's Liability	$1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability:	
Bodily Injury/Property Damage	~~$2,000,000~~ Hauler is self insured with Limits of Liability established by Texas Tort Claims Act.
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers)
Commercial General Liability:	
Bodily Injury/Property Damage	$2,000,000 each occurrence
Combined – Single Limit	$3,000,000 general aggregate
Pollution Legal Liability:	$1,000,000

The insurance carriers providing the coverage required by this Section 8 shall be rated at least A X by A.M. Best. Hauler shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic Services before Hauler delivers any waste to the Landfill pursuant to this Agreement. The Certificates and the insurance policies required by this Section 8 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Republic Services. With the exception of the workers' compensation policy, Republic Services and the Republic Services Indemnified Parties shall be shown as additional insureds under all of the insurance policies required by this Section 8. The policies required by this Section 8 shall be primary and the insurance providers shall agree to waive their rights of subrogation against Republic Services.

9. General.

(a) Independent Contractor. Hauler and Republic Services shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) Assignment; Binding Effect. Hauler may not assign this Agreement without Republic Services' prior written consent, which Republic Services may grant or withhold in its sole discretion. Republic Services may assign this Agreement without the consent of Hauler, and Hauler acknowledges and agrees that any such assignment by Republic Services shall release Republic Services from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(c) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(d) Severability. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not any other

(f) Waiver of Jury Trial; Attorneys' Fees. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

g) This Agreement is to be construed in accordance with the the Laws of the State of Texas and venue shall lie in Galveston County.

AGENDA ITEM #19a

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, April 17, 2012
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2012	12-040-0417-A	**Unlimited Tax Road Bonds, Series 2009A -** Request to transfer budget from Avenue H project to Stewart Road, 75th Street to Cove View project to cover the fourth amendment of the Halff Associates, Inc. contract.
2012	12-041-0417-B	**Limited Tax County Building Bonds, Series 2009B** - Request to transfer budget from unallocated appropriations to HVAC Replacement to cover bid, design contract, asbestos consultants and asbestos abatement.

Approved by: _____ Date: 4/16/2012
Mel Trammell, Director of
Finance and Administration

AGENDA ITEM #19aA

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Unlimited Tax Road Bonds, Series 2009A	Amendment No 12-040-0417-A
Date Submitted	April 6, 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 Avenue H project to Stewart Road, 75th Street to Cove View Project in order to cover the fourth amendment of the Halff Associates, Inc contract

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: Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731136	Line Item Avenue H Project	3,500	___
TOTAL - Transfer Amount		$ 3,500	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731132	Line Item: Stewart Road, 75th Street to Cove View	3,500	___
TOTAL - Transfer Amount		$ 3,500	

ADDITIONAL COMMENTS

This budget request is to transfer budget from the Avenue H project to the Stewart Road, 75th Street to Cove View project to cover the fourth amendment of the Halff Associates Inc contract The fourth amendment was approved by Commissioners Court on February 21, 2012

	Avenue H Project	Stewart Road, 75th Street to Cove View Project
Beginning Budget as of 10/01/2011	$1,566,436	$4,999,662
Budget Amendment BA 12-028-0207-B	-$627,347	$627,347
Budget Amendment BA 12-036-0320-A	-$37,995	$37,995
Budget Amendment BA 12-040-0417-A	-$3,500	$3,500
Expenditures and encumbrances to date	36,223	5,665,004
Remaining Budget upon approval	$861,371	$3,500

G. M. Fitzgerald 4-10-12

Departmental Authorization Date

N/A Date

Human Resources Department

4/10/2012

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 4/17/12

AGENDA ITEM #19aB

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Limited Tax County Building Bonds Series 2009B	Amendment No 12-041-0417-B
Date Submitted	April 9, 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 unallocated appropriations to North County Annex HVAC replacement

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 3120-179010-5790100	Line Item Unallocated Appropriations	140,000	—
TOTAL - Transfer Amount		$ 140,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Limited Tax County Building Bonds, Series 2009B 3120-179137-5727127	Line Item HVAC Replacement	140,000	—
TOTAL - Transfer Amount		$ 140,000	

ADDITIONAL COMMENTS.
This budget request is to transfer budget from unallocated appropriations to North County Annex - HVAC replacement to supplement the bid which was over the amount received from grant funds The bid for the HVAC replacement which is to be presented on April 17, 2012 is approximately $227,000, the State Energy Conservation Office grant award was for $120,000 Other expenditures included in this project are design contract ($8,250) , asbestos abatement ($6,250) and asbestos consultant ($4,546) The total amount for this project will be approximately $246,046

	Unallocated Appropriations	North County Annex - HVAC Replacement
Beginning Budget as of 10/01/2011	$477,200	$0
Amendment BA 12-041-0417-B	-140,000	140,000
Remaining Budget upon approval	$337,200	$140,000

James D. Andrews 4/10/2012
Departmental Authorization Date

N/A Date
Human Resources Department

4/10/2012
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 4/17/12