



# 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

**July 24, 2012 – 9:30 A.M.**

**CONSENT AGENDA:** ALL ITEMS MARKED WITH A SINGLE ASTERISK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

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) 766-2244.

### REGULARLY SCHEDULED MEETING

#### Pledge of Allegiance and Invocation

- \*1. Submitted by County Auditor's Office:
  - a. Approval of Accounts Payable Checks dated 7/17/12 and 7/24/12/12.
  - b. Order for Payroll period ending 7/18/2012 Bi-Weekly #15.
  - c. Request the approval for the purchase of IDEA Data Analysis Software which would be utilized by the Internal Audit Division to increase the effectiveness and efficiency of the auditing process.
- \*2. Receive and file *Summary of Bi-Weekly Personnel Movements* pay period #14, June 21 – July 4, 2012, submitted by Human Resources.
- \*3. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County.*
- \*4. Consideration of *Receipt of Donation of Funds* by Republic Waste to the County of Galveston to be used for public improvements to Lobit Park submitted by County Commissioner, Pct. 3.
- \*5. Consideration of authorizing an *extension on the following RFPs/Bids*, submitted by the Purchasing Agent:
  - a. Bid #B082029      Grounds Maintenance for Galveston County

- b. RFP #B092035 MPLS & Internet Connectivity Services
- c. RFP #B102017 Property & Casualty Insurance
- d. RFP #B112028 Indigent Burial Services
- \*6. Consideration of *authorization to dispose of Salvage or Surplus Property, 1998* Bombardier Sea-Doo Jet Ski and Offset printing press, submitted by the Purchasing Agent.
- \*7. Consideration of *Appointment of Simon Urbanic* to the Gulf Coast Rail District Board, submitted by Commissioner Precinct 4.
- \*8. Consideration of *placement to the Gulf Coast Center Board of Trustees*; to replace retiring member Gerald W. Mitchell with Vivina Renfro; to replace retiring member James T. Floyd with Linda Coleman, MSW; and to replace retiring member David Walker with Lt. Jaime Castro, submitted by County Judge.
- \*9. Consideration of *Resolutions for James T. Floyd, David Walker and Gerald Mitchell*, thanking them for their many years of service on the Board of Trustees of the Gulf Coast Center, submitted by County Legal.
- \*10. Consideration of accepting *Deed on Parcel 147, F.M. 646*, submitted by Right of Way.
- \*11. Consideration of accepting *Deed on the Frenchtown Bridge project in Port Bolivar*, Submitted by Right of Way.
- \*12. Consideration of approval of *2012 Galveston County Animal Services Agreement*, submitted by Galveston County Health District.
- \*13. Consideration of granting authority to County Judge to sign *Trustee's Deed on CAD #3370-0069-0001-002, a tax foreclosed property*.
- \*14. Consideration of acceptance of a *contract for Juvenile Justice Center Boiler Replacement with Kilgore Industries* as awarded by Court July 10, 2012.
- \*15. Consideration of *Extension of Retention of Legal Services* Provided by Carla Cotropia in the case of Gist vs. Matranga submitted by County Legal.
- \*16. Request for *waiver or refund of penalty and interest due to a clerical error* submitted by the Tax Assessor Collector:

<b>Name</b>	<b>Account Number</b>	<b>Year</b>	<b>Amount</b>
Douglas Hoover	2996-0000-0713-000	2010	\$1,368.23

Alta Loma Outlots c/o Russell Schroeder Veronica Davis	8600 0580-0178-005 3510-0045-2013-001	2010 2011	\$ 99.15 \$ 185.31
Navigation Svcs/LLC	3755-0003-0011-000	2011	\$ 12.45

- \*17. Consideration of requests for approval of *Tax Refunds in excess of \$2,500.00* submitted by Tax Assessor and Collector:

<b>Account Number</b>	<b>Amount</b>	<b>Reason</b>
4430-0000-0085-000	\$ 2,733.64	Supplemental Adjustment
4430-0000-0085-000	\$ 2,699.16	Supplemental Adjustment
5868-0001-0077-000	\$ 4,018.19	Supplemental Adjustment
9700-6702-0501-008	\$ 4,807.52	Supplemental Adjustment
9700-6702-0501-008	\$ 5,647.28	Supplemental Adjustment
9700-6702-0501-008	\$ 5,558.13	Supplemental Adjustment
9700-6702-0501-008	\$ 3,709.10	Supplemental Adjustment
9700-6702-0501-008	\$ 3,459.08	Supplemental Adjustment
2099-0001-0001-000	\$ 6,384.33	Duplicate Payment
7316-0002-0029-000	\$ 3,423.32	Over Payment
1381-0004-0042-000	\$ 4,557.30	Duplicate Payment
6704-0001-0015-000	\$ 3,561.95	Over Payment
3227-0002-0014-000	\$ 3,708.04	Over Payment
3204-0000-0709-000	\$ 2,882.00	Over Payment

18. **Architect**

- a. Consideration of the following items for the San Leon Fire Department:
1. Consider a Change Order to Crain Group on the San Leon Fire Department. Decrease the contract sum by \$10,857.00.
  2. Consider final payment application to Crain Group on the San Leon Fire Department.
- b. Consideration of the following change order for Animal Resource Center:
1. Consider a Change Order to increase the contract sum by \$20,715.00 Strommen Painting and Enterprises on the existing Galveston County Animal Resource Center.
- c. Consideration of the following contracts:
1. Consideration of acceptance of a contract for Architectural Coordination for various projects related to renovation of the Galveston County Old Courthouse and Old Jail FEMA projects.

2. Consideration of acceptance of a contract for Architectural Production for various projects related to renovation of the Galveston County old Courthouse and Old Jail FEMA projects.
3. Consideration of acceptance of a contract for Construction Manager Agent services for renovations to the Earl Llewellyn Building.

19. **Auditor**

- a. Requesting exemption from Chapter 7, Section 4.D.1.b Maximum In-Hire Rate for a position Grade 20 and above to Step E. We wish to rehire at a Grade 21, Step R for the position of Internal Audit Supervisor.

20. **Community Services**

- a. Consideration of Approval of Agreement with Reliant Energy Retail Service, LLC to participate in the CARE Program.

21. **County Engineer**

- a. Consideration of change order no. 3 to the Metro City Construction, LP contract for the Owens Drive Improvements project.
- b. Consideration of application from Arslan B. Duskic to convey a portion of Lots 1 and 1A Block 1, San Leon Farm Home Tracts on the mainland by metes & bounds without revising the plat.

22. **County Legal**

- a. Consideration of execution of a deed conveying the County Museum to the Mary Moody Northern Endowment.
- b. Consideration of execution of a MOU between First Battalion, Fifth Special Forces Group (Airborne) and Galveston County for the use of the Parking Garage Jail for Operation Volckmann Shadow.
- c. Consideration of approving reclassification of Legal Assistant.
- d. Consideration of Execution of a Lease Agreement with Lauterburg, LTD for the Operation of the Mainland Care Here Clinic.

23. **Human Resources**

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

24. **Information Technology**

- a. Consideration of approval of Statement of Work for IFAS to One Solution Upgrade.

25. **Purchasing**

- a. Consideration of recommending awarding contracts on the following Bids:

1. Bid #B121025 Ft. Travis Seashore Park Improvements
2. Bid #B122025 Travel Management Services
3. Bid #B122026 Asphalt, Oils & Emulsions

26. **Tax Assessor & Collector**

- a. Request for waiver of penalty and interest:

<b>Name</b>	<b>Account Number</b>	<b>Year</b>	<b>Amount</b>
Erin and Brock Baldwin	4214-0000-0028-001	2010	\$1113.85
Chris L. Johnson	1999-0001-0006-000	2011	\$ 164.58
Liaw Mean-Liang	7702-0008-0004-000	2011	\$ 239.95
Roger W. Peters	1647-0005-0037-000	2011	\$ 537.53
LC Partners, LP	4615-0015-0001-000	2011	\$ 633.02
Edward Bajorek	7146-0000-0022-001	2011	\$ 400.09
Edward Bajorek	7146-0000-0021-001	2011	\$ 545.68
Robert Meek	1406-0010-0302-000	2011	\$ 194.03
James H. Yates	5191-0000-0001-000	2011	\$ 408.67
Tommy Thompson	4502-0003-0008-000	2011	\$ 343.11

27. **Finance and Administration**

- a. Consideration of Budget Amendments:

**Fiscal Year:      Amendment #:      Description:**

2012	12-062-0724-A	Facilities Services and Maintenance – Request to transfer budget from Budgeted Reserves to Special Warranty Deed 2219 Market, Galveston, Texas to cover return of ownership to Mary Moody Northern Endowment.
2012	12-063-0724-B	Sheriff’s Department/Administration – Request to transfer budget from Budgeted Reserves to Auto Maintenance to cover expenditures through the end of Fiscal Year 2012.
2012	12-064-0724-C	Community Services – Request to budget donations from Reliant Energy and appropriate funds for Summer Relief program.
2012	12-065-0724-D	Request to transfer budget from Salaries and Fringe Benefits in Community Services Administration to Salaries and Fringe Benefits in Social Services and to Budgeted Reserves in order to cover reorganization and reclassification of positions in the Community Services Department.

- b. Consideration of amending the NTE amount from task order no. 2011-1\_FEMA SRL from \$681,345 to \$695,320 and for the courts to note that all pre-award costs are itemized and documented in the Science Applications Internal Corporations (SAIC) invoices and that all pre-awarded costs below the TWDB threshold of \$765,000 are eligible for reimbursement, submitted by County Grants Manager.
- c. Consideration of acceptance of the 2013 Auto Burglary & Theft Prevention Grant from the Texas Auto Burglary & Theft Prevention Authority, submitted by the Grants Manager.

**WORKSHOP WILL BEGIN IMMEDIATELY AFTER  
COMMISSIONERS COURT ADJOURNS**

**WORKSHOP AGENDA**

1. Discuss Beach Sticker Program presented by Parks.

2. Discussion of Property Management Lease contract presented by Lee Crowder.

**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

July 24, 2012

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

Approval of Accounts Payable Checks dated 7/17/12 and 7/24/12/12

Order for Payroll period ending 7/18/2012 Bi-Weekly #15

Request the approval for the purchase of IDEA data analysis software which would be utilized by the Internal Audit Division to increase the effectiveness and efficiency of the auditing process

Cliff Billingsley  
County Auditor

AGENDA

ITEM

#1a

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
<b>FUND: 1101 General Fund</b>		
<b>Warrant #: VW 00357775                      Payee Name: ABL MANAGEMENT INC</b>		
191611	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,287.29
<b>Warrant Total:</b>		<b>18,287.29</b>
<b>Warrant #: VW 00357777                      Payee Name: ACTION PERSONNEL INC</b>		
100044	1101522020 - 5481000 Parks Department - Contract Service	570.00
100154	1101522020 - 5481000 Parks Department - Contract Service	570.00
100262	1101522020 - 5481000 Parks Department - Contract Service	570.00
99867	1101522020 - 5481000 Parks Department - Contract Service	342.00
99941	1101522020 - 5481000 Parks Department - Contract Service	570.00
<b>Warrant Total:</b>		<b>2,622.00</b>
<b>Warrant #: VW 00357779                      Payee Name: AIRGAS - SOUTHWEST INC.</b>		
107180407	1101522020 - 5310000 Parks Department - Supplies and Materials	49.35
<b>Warrant Total:</b>		<b>49.35</b>
<b>Warrant #: VW 00357780                      Payee Name: ALANIZ, SELINA A</b>		
322536 071012	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195.00
<b>Warrant Total:</b>		<b>195.00</b>
<b>Warrant #: VW 00357781                      Payee Name: ALCALA, CYNTHIA</b>		
MAY 2012 TRVL	1101151400 - 5496301 Professional Services - Auto Mileage	35.20
<b>Warrant Total:</b>		<b>35.20</b>
<b>Warrant #: VW 00357784                      Payee Name: ALERT ALARM BURG AND FIRE PROT INC</b>		
701986	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	10.00
702083	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10.00
702127	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10.00
702150	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	10.00
702159	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10.00
702160	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10.00
702289	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50.00
702290	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50.00
702291	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50.00
702294	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50.00
702299	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50.00
702744	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155.00
702779	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155.00
702786	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	240.00
702819	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130.00
702837	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130.00
702852	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155.00
702889	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150.00
702896	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100.00
702907	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75.00
702908	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75.00
702941	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	250.00
702950	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	85.00
702956	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	200.00
702964	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	255.00
702968	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150.00

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Invoice Number	Account Info	Amount
702973	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	120 00
702999	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	225.00
703005	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
703008	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	90 00
703021	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
703022	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	160 00
703034	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
703037	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	70 00
703042	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	110 00
703055	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	165 00
703099	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
703104	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
703112	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	230.00
703153	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	240 00
703182	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	40 00
703213	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
703214	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
703224	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
703308	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
703311	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
703325	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10.00
703329	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
<b>Warrant Total:</b>		<b>4,855.00</b>
<b>Warrant #: VW 00357785</b>	<b>Payee Name: AMERICAN MECHANICAL SERVICES OF</b>	
S39715	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	6,459 45
<b>Warrant Total:</b>		<b>6,459.45</b>
<b>Warrant #: VW 00357787</b>	<b>Payee Name: ARNOLD SUPPLY INC</b>	
044901	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	350 00
<b>Warrant Total:</b>		<b>350.00</b>
<b>Warrant #: VW 00357790</b>	<b>Payee Name: BETA TECHNOLOGY INC</b>	
572046	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	644 00
<b>Warrant Total:</b>		<b>644.00</b>
<b>Warrant #: VW 00357793</b>	<b>Payee Name: BOORSTEIN, BARRY</b>	
12CR1484 070212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	178.75
322331 070512	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	455 00
<b>Warrant Total:</b>		<b>633.75</b>
<b>Warrant #: VW 00357795</b>	<b>Payee Name: C JOHNNY ON THE SPOT INC</b>	
2460	1101522020 - 5426181 Parks Department - Rental Porta Cans	230 00
<b>Warrant Total:</b>		<b>230.00</b>
<b>Warrant #: VW 00357799</b>	<b>Payee Name: CASTILLO, MARK A</b>	
11CR3073 070612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	396 50
<b>Warrant Total:</b>		<b>396.50</b>
<b>Warrant #: VW 00357800</b>	<b>Payee Name: CDW GOVERNMENT INC</b>	
M095765	1101114030 - 5499201 Election Expense - Election Expense	870 69
<b>Warrant Total:</b>		<b>870.69</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357801</b>		
<b>Payee Name: CEASER, KENDRIC</b>		
323966 062712	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	325 00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00357803</b>		
<b>Payee Name: CHAIR TAI CHI</b>		
BSC0712	1101451110 - 5481000 Senior Citizens - Contract Service	80 00
DSC0712	1101451110 - 5481000 Senior Citizens - Contract Service	80 00
LSC0712	1101451110 - 5481000 Senior Citizens - Contract Service	120 00
<b>Warrant Total:</b>		<b>280.00</b>
<b>Warrant #: VW 00357806</b>		
<b>Payee Name: CHILDRENS CENTER INC, THE</b>		
FCC053112	1101440100 - 5449101 Community Services - Childrens Counseling Serv	16,575 00
FCC063012	1101440100 - 5449101 Community Services - Childrens Counseling Serv	16,200 00
GCEP062012	1101440100 - 5449101 Community Services - Childrens Counseling Serv	1,274 64
<b>Warrant Total:</b>		<b>34,049.64</b>
<b>Warrant #: VW 00357807</b>		
<b>Payee Name: CITY OF DICKINSON</b>		
11/1/12-7/1/12	1101440100 - 5451104 Community Services - Galveston Cnty EMS	63,000 00
<b>Warrant Total:</b>		<b>63,000.00</b>
<b>Warrant #: VW 00357809</b>		
<b>Payee Name: COLE PH.D., COLLIER M</b>		
11CR2756 041212	1101121000 - 5412115 Justice Administration - Psychological Exam	2,000 00
<b>Warrant Total:</b>		<b>2,000.00</b>
<b>Warrant #: VW 00357810</b>		
<b>Payee Name: CONMED INC</b>		
AUG 2012	1101211133 - 5412095 Sheriff-Corrections - Jail Healthcare Contract	274,455 33
<b>Warrant Total:</b>		<b>274,455.33</b>
<b>Warrant #: VW 00357811</b>		
<b>Payee Name: CRESCENT ENGINEERING COMPANY INC</b>		
L3475	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,420 27
<b>Warrant Total:</b>		<b>1,420.27</b>
<b>Warrant #: VW 00357814</b>		
<b>Payee Name: DANESI'S OUTDOOR SERVICES</b>		
52	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
53	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
54	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
55	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
56	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
57	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
<b>Warrant Total:</b>		<b>6,804.00</b>
<b>Warrant #: VW 00357816</b>		
<b>Payee Name: DIAZ, MARK A</b>		
10CR0622 070612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,885 00
12CR0886 070312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
319232 071112	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	227 50
<b>Warrant Total:</b>		<b>2,372 50</b>
<b>Warrant #: VW 00357817</b>		
<b>Payee Name: DRAGONNY, RACHEL ANN</b>		
320230 070912	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	325 00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00357818</b>		
<b>Payee Name: DUCOTE, JAMES</b>		

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Invoice Number	Account Info	Amount
10CR1316 070612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
<b>Warrant Total:</b>		<b>195.00</b>
<b>Warrant #: VW 00357820 Payee Name: FANNING AND FANNING PLLC</b>		
11CR3502 051112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
<b>Warrant Total:</b>		<b>357.50</b>
<b>Warrant #: VW 00357821 Payee Name: FANNING AND FANNING PLLC</b>		
JAIL DKT 070612	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	950 00
<b>Warrant Total:</b>		<b>950.00</b>
<b>Warrant #: VW 00357822 Payee Name: FEDEX CORP</b>		
792880874	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	78 32
<b>Warrant Total:</b>		<b>78.32</b>
<b>Warrant #: VW 00357823 Payee Name: FISHER, DENA LAURA</b>		
09CR0011 051812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,137 50
09CR2357 032212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
09CR3262 071012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
10CR1359 030211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
10CR2675 042511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR1711 040312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
11CR1928 071012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,592 50
12CR0431 071012	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	650 00
<b>Warrant Total:</b>		<b>5,070.00</b>
<b>Warrant #: VW 00357825 Payee Name: FOWLER, JANA K</b>		
070912 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	759 84
<b>Warrant Total:</b>		<b>759.84</b>
<b>Warrant #: VW 00357826 Payee Name: FOXHOVEN INC</b>		
303008	1101159100 - 5481000 Information Technology - Contract Service	50,000 00
<b>Warrant Total:</b>		<b>50,000.00</b>
<b>Warrant #: VW 00357827 Payee Name: FULK, GEORGE BYRON</b>		
308469 053112	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	471 25
<b>Warrant Total:</b>		<b>471.25</b>
<b>Warrant #: VW 00357828 Payee Name: G &amp; K SERVICES</b>		
1030111132	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	13 10
1030112421	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	6 65
1030112429	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	13 40
1030115981	1101451110 - 5426106 Senior Citizens - Uniform Leasing	37 70
1030116104	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	35 00
<b>Warrant Total:</b>		<b>105.85</b>
<b>Warrant #: VW 00357829 Payee Name: GARRETT, FRED</b>		
12CR1168 071012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	271 05
<b>Warrant Total:</b>		<b>271.05</b>
<b>Warrant #: VW 00357830 Payee Name: GENETIC DESIGN RESEARCH</b>		
010325	1101121000 - 5431020 Justice Administration - Forensic Testing	5,000 00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>5,000.00</b>
<b>Warrant #: VW 00357831                      Payee Name: GRAHAM, CARMEN A</b>		
03FD1678 070312	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00357832                      Payee Name: GULF COAST CENTURY</b>		
84308	1101114000 - 5310000 County Clerk - Supplies and Materials	938 00
<b>Warrant Total:</b>		<b>938.00</b>
<b>Warrant #: VW 00357833                      Payee Name: GUTHEINZ LAW FIRM LLP</b>		
JAIL DKT 062912	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	950 00
<b>Warrant Total:</b>		<b>950.00</b>
<b>Warrant #: VW 00357836                      Payee Name: HINDMAN, MARGARET</b>		
07CR0659 070612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
<b>Warrant Total:</b>		<b>195.00</b>
<b>Warrant #: VW 00357837                      Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD</b>		
SCH000797	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	6,855 67
SVC000214	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	244 00
<b>Warrant Total:</b>		<b>7,099.67</b>
<b>Warrant #: VW 00357840                      Payee Name: JACKSON, CALVIN C</b>		
11CR3547 070612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	949 00
12CR0969 062712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
<b>Warrant Total:</b>		<b>1,079.00</b>
<b>Warrant #: VW 00357841                      Payee Name: JACKSON, CALVIN C</b>		
11CR0354 070612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	429 00
<b>Warrant Total:</b>		<b>429.00</b>
<b>Warrant #: VW 00357842                      Payee Name: JACKSON, ERIN LARENA</b>		
323210 071112	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	136 50
<b>Warrant Total:</b>		<b>136.50</b>
<b>Warrant #: VW 00357845                      Payee Name: JOHNSON, SHAWN MICHAEL</b>		
APR 2012 MLG	1101114000 - 5496301 County Clerk - Auto Mileage	91 19
<b>Warrant Total:</b>		<b>91.19</b>
<b>Warrant #: VW 00357847                      Payee Name: JONES, STACEY LEE</b>		
11CR0744 021312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,283 75
<b>Warrant Total:</b>		<b>1,283.75</b>
<b>Warrant #: VW 00357848                      Payee Name: KAUFMANN, CHARLES R</b>		
11CR3128 062912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	780 00
<b>Warrant Total:</b>		<b>780.00</b>
<b>Warrant #: VW 00357849                      Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>		
2187	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	692 00
2188	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	1,493 17

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>2,185.17</b>
<b>Warrant #: VW 00357850                      Payee Name: KUTSCHKE, MELINDA</b>		
09CR1779 071212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
<b>Warrant Total:</b>		<b>455.00</b>
<b>Warrant #: VW 00357851                      Payee Name: LAW FIRM OF TOT KIM LE</b>		
322919 071012	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	240 00
<b>Warrant Total:</b>		<b>240.00</b>
<b>Warrant #: VW 00357852                      Payee Name: LAW OFFICE OF CHARLES A. NOLL</b>		
MAY-JUN 12 TRVL	1101127100 - 5481000 District Attorney - Contract Service	3,505 32
<b>Warrant Total:</b>		<b>3,505.32</b>
<b>Warrant #: VW 00357853                      Payee Name: LAW OFFICES OF DAVID P WALKER PC</b>		
07CR1313 071012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	299 00
<b>Warrant Total:</b>		<b>299.00</b>
<b>Warrant #: VW 00357854                      Payee Name: LEE, DALE W</b>		
06/21-24/12 MLG	1101121000 - 5431121 Justice Administration - Court Reporter Expense	326 34
<b>Warrant Total:</b>		<b>326.34</b>
<b>Warrant #: VW 00357855                      Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>		
185212	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	331 00
185233	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	128 28
185265	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	85 00
<b>Warrant Total:</b>		<b>544.28</b>
<b>Warrant #: VW 00357856                      Payee Name: MALONEY &amp; PARKS LLP</b>		
11CR3550 071012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,235 00
<b>Warrant Total:</b>		<b>1,235.00</b>
<b>Warrant #: VW 00357857                      Payee Name: MASTER WORD SERVICE INC</b>		
51504	1101121000 - 5431101 Justice Administration - Professional Srv Interpreter	5,036 23
<b>Warrant Total:</b>		<b>5,036.23</b>
<b>Warrant #: VW 00357858                      Payee Name: MATHESON TRI-GAS INC</b>		
04988645	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	222 96
04988646	1101522020 - 5310000 Parks Department - Supplies and Materials	67 20
<b>Warrant Total:</b>		<b>290.16</b>
<b>Warrant #: VW 00357859                      Payee Name: MCANULTY, DAN A JR.</b>		
2	1101127100 - 5481000 District Attorney - Contract Service	4,763 71
<b>Warrant Total:</b>		<b>4,763.71</b>
<b>Warrant #: VW 00357860                      Payee Name: MCREE FORD INC</b>		
367709	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	741 64
367888	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	-250 00
<b>Warrant Total:</b>		<b>491.64</b>
<b>Warrant #: VW 00357861                      Payee Name: MERCHANT LAW FIRM PC, THE</b>		
12CR0613 071012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,484 00

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>1,484.00</b>
<b>Warrant #: VW 00357864                      Payee Name: MOOTY, HELEN</b>		
JUNE 2012 MLG	1101513200 - 5496100 Galveston County Museum - Travel and Education	19.92
<b>Warrant Total:</b>		<b>19.92</b>
<b>Warrant #: VW 00357865                      Payee Name: MOTOROLA SOLUTIONS INC</b>		
91012751	1101211133 - 5423000 Sheriff-Corrections - Maint/Repairs Equipment	1,980.24
<b>Warrant Total:</b>		<b>1,980.24</b>
<b>Warrant #: VW 00357867                      Payee Name: MUSTANG RENTAL SERVICES INC</b>		
01107402	1101544042 - 5426100 Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	5,690.63
<b>Warrant Total:</b>		<b>5,690.63</b>
<b>Warrant #: VW 00357868                      Payee Name: MUSTANG TRACTOR &amp; EQUIPMENT CO</b>		
PART3220674	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	37.38
<b>Warrant Total:</b>		<b>37.38</b>
<b>Warrant #: VW 00357869                      Payee Name: NAJER, MAURICE</b>		
12CR0207 070912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	585.00
<b>Warrant Total:</b>		<b>585.00</b>
<b>Warrant #: VW 00357870                      Payee Name: NATIONAL ASSOCIATION OF LEGAL</b>		
29547	1101153000 - 5496100 Legal Department - Travel and Education	325.00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00357873                      Payee Name: OWEN ELECTRIC SUPPLY</b>		
3975447582	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	26.00
3975448374	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	63.33
3975449038	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	29.97
<b>Warrant Total:</b>		<b>119.30</b>
<b>Warrant #: VW 00357874                      Payee Name: PARKS, TAMRA</b>		
070912 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	1,188.00
071012 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	18.00
<b>Warrant Total:</b>		<b>1,206.00</b>
<b>Warrant #: VW 00357875                      Payee Name: PATEL, NINA</b>		
6/22/12 MLG	1101451110 - 5496301 Senior Citizens - Auto Mileage	11.00
<b>Warrant Total:</b>		<b>11.00</b>
<b>Warrant #: VW 00357876                      Payee Name: PENINSULA SANITATION SERVICE INC</b>		
59703	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450.00
59705	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450.00
59707	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	900.00
59709	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450.00
59724	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450.00
59764	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450.00
<b>Warrant Total:</b>		<b>3,150.00</b>
<b>Warrant #: VW 00357877                      Payee Name: PIPE MASTER PLUMBING LLC</b>		
2993	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	285.00

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Invoice Number	Account Info	Amount
		<b>Warrant Total:</b>
		<b>285.00</b>
<b>Warrant #: VW 00357878</b>	<b>Payee Name: PORT SUPPLY</b>	
008991	1101211143 - 5423104 Patrol Division - Maint/Repairs Boat	381.03
		<b>Warrant Total:</b>
		<b>381.03</b>
<b>Warrant #: VW 00357879</b>	<b>Payee Name: POWELL, SUSAN</b>	
JAIL DKT 070612	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	950.00
		<b>Warrant Total:</b>
		<b>950.00</b>
<b>Warrant #: VW 00357882</b>	<b>Payee Name: REED, WILLIAM</b>	
6/13/12 MLG	1101127100 - 5496301 District Attorney - Auto Mileage	102.68
		<b>Warrant Total:</b>
		<b>102.68</b>
<b>Warrant #: VW 00357883</b>	<b>Payee Name: RIGDON, SHANE</b>	
4493	1101126100 - 5310000 District Clerk - Supplies and Materials	10.81
		<b>Warrant Total:</b>
		<b>10.81</b>
<b>Warrant #: VW 00357884</b>	<b>Payee Name: RIOS, ROBIN A</b>	
062912 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253.28
		<b>Warrant Total:</b>
		<b>253.28</b>
<b>Warrant #: VW 00357885</b>	<b>Payee Name: ROELL, HOLLY C</b>	
12CR1573 070312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65.00
320994 062812	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	344.50
		<b>Warrant Total:</b>
		<b>409.50</b>
<b>Warrant #: VW 00357886</b>	<b>Payee Name: ROSENBERG LIBRARY</b>	
310	1101440100 - 5461012 Community Services - Co Library System Overhead	45,083.33
		<b>Warrant Total:</b>
		<b>45,083.33</b>
<b>Warrant #: VW 00357888</b>	<b>Payee Name: RUSSELL, GREG</b>	
12CR0208 070512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	211.25
12CR1282 062712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422.50
		<b>Warrant Total:</b>
		<b>633.75</b>
<b>Warrant #: VW 00357891</b>	<b>Payee Name: SCHWAB, TAYLOR</b>	
318535 070912	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	617.50
		<b>Warrant Total:</b>
		<b>617.50</b>
<b>Warrant #: VW 00357892</b>	<b>Payee Name: SCOTT, SHELBY</b>	
320171 071012	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	260.00
		<b>Warrant Total:</b>
		<b>260.00</b>
<b>Warrant #: VW 00357893</b>	<b>Payee Name: SEASIDE ENTERPRISES INC</b>	
214061	1101544042 - 5310000 Beach Maintenance-Rd & Bridge - Supplies and Materials	43.60
		<b>Warrant Total:</b>
		<b>43.60</b>
<b>Warrant #: VW 00357894</b>	<b>Payee Name: SHI GOVT SOLUTIONS</b>	
GB00058846	1101159100 - 5752005 Information Technology - Sharepoint/Web Site Upgrade	15,604.98
		<b>Warrant Total:</b>
		<b>15,604.98</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357899</b>		
<b>Payee Name: STEVE'S WAREHOUSE TIRES</b>		
714	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13 00
758	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13 00
772	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	15 00
778	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13 00
<b>Warrant Total:</b>		<b>54.00</b>
<b>Warrant #: VW 00357900</b>		
<b>Payee Name: STEVENS, MARK W</b>		
10CR2934 070712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	7,663 50
<b>Warrant Total:</b>		<b>7,663.50</b>
<b>Warrant #: VW 00357901</b>		
<b>Payee Name: SUHLER, DAVID</b>		
319140 061912	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	525 00
JAIL DKT 062912	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	950 00
<b>Warrant Total:</b>		<b>1,475.00</b>
<b>Warrant #: VW 00357902</b>		
<b>Payee Name: SUMMERLIN LAW FIRM PLLC</b>		
12CR0771 071112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	861 25
12CR1054 071112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	715 00
12CR1404 071112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	552 50
<b>Warrant Total:</b>		<b>2,128.75</b>
<b>Warrant #: VW 00357903</b>		
<b>Payee Name: SUN COAST RESOURCES INC</b>		
91354667	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	850 58
91365333	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	-2,073 30
91365373	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	2,073 29
91404228	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	2,680 75
91410310	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	50 00
91410315	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	50 00
91410393	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	50 00
91417715	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	1,669 48
91418121	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	6,682 88
91421883	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	2,200 15
<b>Warrant Total:</b>		<b>14,233.83</b>
<b>Warrant #: VW 00357904</b>		
<b>Payee Name: SUTHERLAND LUMBER SOUTHWEST INC</b>		
213088	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	2 49
213094	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	14 97
213096	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	59 97
213098	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	17 28
213100	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	47 31
213133	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	33 99
213149	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	20 04
213150	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	57 29
213179	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	43 91
213185	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	-11 41
213186	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	43 45
213191	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	24 69
213216	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	74 95
213221	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	17 14
213237	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	103 56
<b>Warrant Total:</b>		<b>549.63</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357905</b>		
<b>Payee Name: TEXAS ASSOCIATION OF COUNTIES</b>		
5/20-23/12	1101111103 - 5496100 County Commissioner-Pct 3 - Travel and Education	175 00
	<b>Warrant Total:</b>	<b>175.00</b>
<b>Warrant #: VW 00357907</b>		
<b>Payee Name: TEXAS LAW &amp; PSYCHIATRY PLLC</b>		
11CR2724 070512	1101121000 - 5412115 Justice Administration - Psychological Exam	1,400.00
	<b>Warrant Total:</b>	<b>1,400.00</b>
<b>Warrant #: VW 00357908</b>		
<b>Payee Name: THE FRAZIER LAW FIRM, PC</b>		
12CR1308 070912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	201 50
321668 070912	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	178 75
	<b>Warrant Total:</b>	<b>380.25</b>
<b>Warrant #: VW 00357909</b>		
<b>Payee Name: TORRES, ROBERTO</b>		
08FD2501 070512	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	227 50
317785 070912	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	373 75
	<b>Warrant Total:</b>	<b>601.25</b>
<b>Warrant #: VW 00357910</b>		
<b>Payee Name: TORRES, ROBERTO</b>		
00FD0987 070212	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	81 25
	<b>Warrant Total:</b>	<b>81.25</b>
<b>Warrant #: VW 00357911</b>		
<b>Payee Name: UNIVERSITY OF TEXAS AT AUSTIN</b>		
REG FEE SULLIVAN	1101122300 - 5495100 Probate Court - Sullivan - Education	525 00
	<b>Warrant Total:</b>	<b>525.00</b>
<b>Warrant #: VW 00357912</b>		
<b>Payee Name: UTMB</b>		
708X24012099	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	800 00
	<b>Warrant Total:</b>	<b>800.00</b>
<b>Warrant #: VW 00357913</b>		
<b>Payee Name: UTMB</b>		
708X24012105	1101121000 - 5412115 Justice Administration - Psychological Exam	800 00
	<b>Warrant Total:</b>	<b>800.00</b>
<b>Warrant #: VW 00357914</b>		
<b>Payee Name: VACLAVIK ADVISORY GROUP LLC</b>		
1268C	1101127100 - 5481000 District Attorney - Contract Service	891 50
	<b>Warrant Total:</b>	<b>891.50</b>
<b>Warrant #: VW 00357917</b>		
<b>Payee Name: WASTE MANAGEMENT INC</b>		
166122717910	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	4,500 75
	<b>Warrant Total:</b>	<b>4,500.75</b>
<b>Warrant #: VW 00357919</b>		
<b>Payee Name: WHOLESALE ELECTRIC SUPPLY CO OF</b>		
772894982	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	72 52
	<b>Warrant Total:</b>	<b>72.52</b>
<b>Warrant #: VW 00357920</b>		
<b>Payee Name: WILLIAMS, MELISSA</b>		
JUNE 2012 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	154 00
	<b>Warrant Total:</b>	<b>154.00</b>
<b>Warrant #: VW 00357921</b>		
<b>Payee Name: WILLIAMS, TRACEY</b>		
JUNE 2012 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	17 60

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		17.60
<b>FUND 1101 TOTAL:</b>		632,280.50
 <b>FUND: 2102 Co Clerk Rec Mgt &amp; Pres Fund</b>		
<b>Warrant #: VW 00357800</b>		<b>Payee Name: CDW GOVERNMENT INC</b>
M187579	2102114020 - 5310000 County Clerk Records Mangement - Supplies and Materials	236.13
<b>Warrant Total:</b>		236.13
<b>Warrant #: VW 00357822</b>		<b>Payee Name: FEDEX CORP</b>
789976991	2102114020 - 5311202 County Clerk Records Mangement - Microfilm Supplies	33.20
<b>Warrant Total:</b>		33.20
<b>Warrant #: VW 00357896</b>		<b>Payee Name: SOUTHWEST SOLUTIONS GROUP INC</b>
2012 CONTRACT	2102114020 - 5423701 County Clerk Records Mangement - Maintenance Contracts	1,980.00
<b>Warrant Total:</b>		1,980.00
<b>FUND 2102 TOTAL:</b>		2,249.33
 <b>FUND: 2205 Courthouse Security Fund</b>		
<b>Warrant #: VW 00357828</b>		<b>Payee Name: G &amp; K SERVICES</b>
1030116103	2205295100 - 5312101 Courthouse Security - Uniform Expense	18.75
<b>Warrant Total:</b>		18.75
<b>FUND 2205 TOTAL:</b>		18.75
 <b>FUND: 2211 Law Library</b>		
<b>Warrant #: VW 00357881</b>		<b>Payee Name: REED ELSEVIER INC</b>
1206091486	2211129100 - 5317000 Law Library - Books & Periodicals	460.00
<b>Warrant Total:</b>		460.00
<b>FUND 2211 TOTAL:</b>		460.00
 <b>FUND: 2212 Mediation Services Prog Fund</b>		
<b>Warrant #: VW 00357786</b>		<b>Payee Name: AMERSON, RODGER DAN</b>
08FD0330 062012	2212125300 - 5432011 Mediation Services - Mediation Services	270.00
<b>Warrant Total:</b>		270.00
<b>Warrant #: VW 00357789</b>		<b>Payee Name: BERARDINELLI CORREIA, SHAUNA L</b>
09FD3133 062212	2212125300 - 5432011 Mediation Services - Mediation Services	200.00
11FD1343 062212	2212125300 - 5432011 Mediation Services - Mediation Services	200.00
<b>Warrant Total:</b>		400.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
<b>FUND 2212 TOTAL:</b>		<b>670.00</b>
 <b>FUND: 2220 Adult Probation Fund</b>		
<b>Warrant #:</b> VW 00357834	<b>Payee Name:</b> HENDERSON, ANTHONY	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	127.10
	<b>Warrant Total:</b>	127.10
<b>Warrant #:</b> VW 00357846	<b>Payee Name:</b> JONES, CHARLOTTE	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	182.60
	<b>Warrant Total:</b>	182.60
<b>FUND 2220 TOTAL:</b>		<b>309.70</b>
 <b>FUND: 2230 Juvenile Justice Fund</b>		
<b>Warrant #:</b> VW 00357775	<b>Payee Name:</b> ABL MANAGEMENT INC	
195883	2230256118 - 5314301 Detention - Kitchen Supplies	63.57
195883	2230256118 - 5481199 Detention - Food Service Contract	2,207.18
195883	2230256119 - 5481199 Post Program - Food Service Contract	587.36
	<b>Warrant Total:</b>	2,858.11
<b>Warrant #:</b> VW 00357813	<b>Payee Name:</b> CURRENT USA INC	
W191732001015	2230256100 - 5310000 Juvenile Justice - Supplies and Materials	147.31
	<b>Warrant Total:</b>	147.31
<b>Warrant #:</b> VW 00357838	<b>Payee Name:</b> INTERVENTION RESOURCES	
JUN 2012 EVAL	2230256100 - 5412114 Juvenile Justice - Psychological Evaluations/Cert	350.00
	<b>Warrant Total:</b>	350.00
<b>Warrant #:</b> VW 00357857	<b>Payee Name:</b> MASTER WORD SERVICE INC	
51503	2230256130 - 5431101 Court - Professional Srv Interpreter	2,124.95
	<b>Warrant Total:</b>	2,124.95
<b>Warrant #:</b> VW 00357887	<b>Payee Name:</b> RUSCELLI, VINCENT	
062812 EVAL	2230256105 - 5412114 Juv Justice - Administration - Psychological Evaluations/	400.00
	<b>Warrant Total:</b>	400.00
<b>Warrant #:</b> VW 00357922	<b>Payee Name:</b> WORTHAM, LOUIS	
JUN-JULY 2012	2230256118 - 5481000 Detention - Contract Service	576.00
	<b>Warrant Total:</b>	576.00
<b>FUND 2230 TOTAL:</b>		<b>6,456.37</b>
 <b>FUND: 2250 Law Enforcement Education Fund</b>		
<b>Warrant #:</b> VW 00357805	<b>Payee Name:</b> CHERRY, DONALD	
6/24-28/12 TRVL	2250211510 - 5502201 Contin Education-State Alloc - Const Pct 1 Cont Ed Exp	1,453.06
	<b>Warrant Total:</b>	1,453.06

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
<b>FUND 2250 TOTAL:</b>		<b>1,453.06</b>
<b>FUND: 2301 Road &amp; Bridge Fund</b>		
<b>Warrant #: VW 00357788</b>	<b>Payee Name: BACLIFF BUILDERS SUPPLY INC.</b>	
11284	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	51.98
	<b>Warrant Total:</b>	<b>51.98</b>
<b>Warrant #: VW 00357791</b>	<b>Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>	
311820	2301312120 - 5421411 FM & Lateral Road - Garbage/Landfill Services	781.92
	<b>Warrant Total:</b>	<b>781.92</b>
<b>Warrant #: VW 00357792</b>	<b>Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>	
311720	2301312120 - 5421411 FM & Lateral Road - Garbage/Landfill Services	1,296.07
	<b>Warrant Total:</b>	<b>1,296.07</b>
<b>Warrant #: VW 00357796</b>	<b>Payee Name: CALICO WELDING SUPPLY CO</b>	
RL73327	2301312110 - 5481000 Administration - Contract Service	156.00
	<b>Warrant Total:</b>	<b>156.00</b>
<b>Warrant #: VW 00357802</b>	<b>Payee Name: CENTURY ASPHALT LTD</b>	
165920	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	10,137.62
166007	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	4,249.75
	<b>Warrant Total:</b>	<b>14,387.37</b>
<b>Warrant #: VW 00357804</b>	<b>Payee Name: CHERRY CRUSHED CONCRETE</b>	
1017705	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,210.90
1018229	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,265.79
	<b>Warrant Total:</b>	<b>6,476.69</b>
<b>Warrant #: VW 00357815</b>	<b>Payee Name: DIAMOND HOSES INC</b>	
1765	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	185.21
	<b>Warrant Total:</b>	<b>185.21</b>
<b>Warrant #: VW 00357828</b>	<b>Payee Name: G &amp; K SERVICES</b>	
1030106531	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	36.06
1030107692	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	173.99
1030113595	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	182.73
	<b>Warrant Total:</b>	<b>392.78</b>
<b>Warrant #: VW 00357835</b>	<b>Payee Name: HERITAGE-CRYSTAL CLEAN LLC</b>	
12124660	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,557.54
	<b>Warrant Total:</b>	<b>1,557.54</b>
<b>Warrant #: VW 00357844</b>	<b>Payee Name: JOHNNY BAULCH SANDPIT LLC</b>	
8046	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	230.00
	<b>Warrant Total:</b>	<b>230.00</b>
<b>Warrant #: VW 00357849</b>	<b>Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>	
2166	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	167.32

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>167.32</b>
<b>Warrant #: VW 00357855</b>	<b>Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>	
185447	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14.50
<b>Warrant Total:</b>		<b>14.50</b>
<b>Warrant #: VW 00357866</b>	<b>Payee Name: MUNICIPAL SIGNS INC</b>	
0012560	2301312120 - 5319222 FM & Lateral Road - Materials Traffic Signs	1,308.80
<b>Warrant Total:</b>		<b>1,308.80</b>
<b>Warrant #: VW 00357890</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
93961	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	429.55
93967	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	45.58
94092	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	326.25
94251	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	28.20
94267	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	19.22
94470	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	76.44
94599	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	8.06
94692	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	15.20
94791	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	516.47
94815	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	12.80
94858	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	138.75
94863	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	361.63
94865	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	179.00
94912	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	21.48
95535	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	167.08
<b>Warrant Total:</b>		<b>2,345.71</b>
<b>Warrant #: VW 00357897</b>	<b>Payee Name: SOUTHWEST T &amp; I INC</b>	
1553	2301312110 - 5481000 Administration - Contract Service	406.00
<b>Warrant Total:</b>		<b>406.00</b>
<b>FUND 2301 TOTAL:</b>		<b>29,757.89</b>
<b>FUND: 2370 Flood Control Fund</b>		
<b>Warrant #: VW 00357776</b>	<b>Payee Name: ACT PIPE AND SUPPLY INC</b>	
671291	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	3,912.00
<b>Warrant Total:</b>		<b>3,912.00</b>
<b>Warrant #: VW 00357872</b>	<b>Payee Name: NORVAREM, S.A.U</b>	
208928	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	6,320.18
208996	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	7,872.07
<b>Warrant Total:</b>		<b>14,192.25</b>
<b>Warrant #: VW 00357873</b>	<b>Payee Name: OWEN ELECTRIC SUPPLY</b>	
3975448596	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	64.75
<b>Warrant Total:</b>		<b>64.75</b>
<b>Warrant #: VW 00357890</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
96167	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	46.95

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
		<b>Warrant Total:</b>
		<u>46.95</u>
<b>Warrant #: VW 00357918</b>	<b>Payee Name: WELSH, MATTHEW SEAN</b>	
APR-JUN 2012 MLG	2370296110 - 5496301 Building Inspector - Auto Mileage	1,726.05
		<b>Warrant Total:</b>
		<u>1,726.05</u>
<b>FUND 2370 TOTAL:</b>		<u><b>19,942.00</b></u>
 <b>FUND: 2410 Mosquito Control District Fund</b>		
<b>Warrant #: VW 00357906</b>	<b>Payee Name: TEXAS DEPARTMENT OF AGRICULTURE</b>	
00955737	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	24.00
		<b>Warrant Total:</b>
		<u>24.00</u>
<b>FUND 2410 TOTAL:</b>		<u><b>24.00</b></u>
 <b>FUND: 2501 Child Welfare Fund</b>		
<b>Warrant #: VW 00357778</b>	<b>Payee Name: ADVOCACY CENTER FOR CHILDREN OF</b>	
MARCH 2012	2501443300 - 5443200 Child Welfare - Rainbow Room of Galv Cnty	44.88
MARCH 2012	2501443300 - 5449105 Child Welfare - Child Advocacy Project	833.34
		<b>Warrant Total:</b>
		<u>878.22</u>
<b>Warrant #: VW 00357794</b>	<b>Payee Name: BOX IT INC</b>	
DEC 2011	2501443300 - 5310000 Child Welfare - Supplies and Materials	395.00
		<b>Warrant Total:</b>
		<u>395.00</u>
<b>FUND 2501 TOTAL:</b>		<u><b>1,273.22</b></u>
 <b>FUND: 2841 Juvenile Probation-State Aid</b>		
<b>Warrant #: VW 00357782</b>	<b>Payee Name: ALERE TOXICOLOGY SERVICES INC.</b>	
805036	2841256110 - 5412301 State Aid Grant A - Drug Screening	12.00
		<b>Warrant Total:</b>
		<u>12.00</u>
<b>FUND 2841 TOTAL:</b>		<u><b>12.00</b></u>
 <b>FUND: 2864 Auto Crimes Task Force Grant</b>		
<b>Warrant #: VW 00357808</b>	<b>Payee Name: CITY OF GALVESTON</b>	
S0017102	2864211126 - 5100000 Auto Crime Task Force - Salaries	4,907.00
		<b>Warrant Total:</b>
		<u>4,907.00</u>
<b>Warrant #: VW 00357819</b>	<b>Payee Name: EXXON CREDIT CARD CENTER</b>	
29767820	2864211126 - 5322010 Auto Crime Task Force - Auto Fuel Expense	45.31
		<b>Warrant Total:</b>
		<u>45.31</u>
<b>Warrant #: VW 00357824</b>	<b>Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON</b>	
34706076	2864211126 - 5322010 Auto Crime Task Force - Auto Fuel Expense	143.99

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
		<b>Warrant Total:</b>
		<b>143.99</b>
<b>Warrant #:</b> VW 00357871	<b>Payee Name:</b> NEXTEL OF TEXAS INC	
990957730075	2864211126 - 5492100 Auto Crime Task Force - Wireless MCT Service	74.72
		<b>Warrant Total:</b>
		<b>74.72</b>
<b>Warrant #:</b> VW 00357895	<b>Payee Name:</b> SLAYTON, KRISTEN R	
62012	2864211126 - 5310001 Auto Crime Task Force - Depart Supplies-Non Cap FFE	1,350.00
		<b>Warrant Total:</b>
		<b>1,350.00</b>
<b>Warrant #:</b> VW 00357898	<b>Payee Name:</b> SPRINT SPECTRUM LP	
692298810055	2864211126 - 5492100 Auto Crime Task Force - Wireless MCT Service	404.18
		<b>Warrant Total:</b>
		<b>404.18</b>
<b>Warrant #:</b> VW 00357916	<b>Payee Name:</b> VERIZON	
6748854268	2864211126 - 5492100 Auto Crime Task Force - Wireless MCT Service	3,081.74
		<b>Warrant Total:</b>
		<b>3,081.74</b>
		<b>FUND 2864 TOTAL:</b>
		<b>10,006.94</b>
<b>FUND: 2894 EECBG - Program</b>		
<b>Warrant #:</b> VW 00357862	<b>Payee Name:</b> MESA MECHANICAL INC	
1 062512	2894000000 - 2070001 EECBG - Program - Contract Payable Retainage	-5,056.35
1 062512	2894170103 - 5481000 EECBG - Program - Contract Service	101,127.00
		<b>Warrant Total:</b>
		<b>96,070.65</b>
		<b>FUND 2894 TOTAL:</b>
		<b>96,070.65</b>
<b>FUND: 2914 CDBG Housing Program</b>		
<b>Warrant #:</b> VW 00000445	<b>Payee Name:</b> DSW HOMES LLC	
312918	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,215.43
312918	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	42,154.38
		<b>Warrant Total:</b>
		<b>37,938.95</b>
<b>Warrant #:</b> VW 00357839	<b>Payee Name:</b> J W KELSO COMPANY INC	
213809	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,885.77
213809	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	38,857.67
313883	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,062.96
313883	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	40,629.61
		<b>Warrant Total:</b>
		<b>71,538.55</b>
<b>Warrant #:</b> VW 00357843	<b>Payee Name:</b> JAHN-GALVESTON INSURANCE AGENCY INC	
23602 070612	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,004.00
		<b>Warrant Total:</b>
		<b>1,004.00</b>
		<b>FUND 2914 TOTAL:</b>
		<b>110,481.50</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
<b>FUND: 2921 Senior Citizens Grant Prog</b>		
<b>Warrant #: VW 00357915</b>		
<b>Payee Name: VALLEY SERVICES INC</b>		
INC166749	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	5,032 56
IVC165958	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	842 40
IVC165960	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	432 96
IVC166201	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	3,000 96
IVC166202	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	1,269 36
IVC166492	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	5,497 44
IVC166493	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	6,455 04
IVC166750	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	4,910 16
IVC166985	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	5,338 32
<b>Warrant Total:</b>		<b>32,779.20</b>
<b>FUND 2921 TOTAL:</b>		<b>32,779.20</b>

<b>FUND: 2923 Texas Feeding Texans</b>		
<b>Warrant #: VW 00357915</b>		
<b>Payee Name: VALLEY SERVICES INC</b>		
IVC166201	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	2,364 96
IVC166202	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	3,778 56
<b>Warrant Total:</b>		<b>6,143.52</b>
<b>FUND 2923 TOTAL:</b>		<b>6,143.52</b>

<b>FUND: 2994 Disaster Recovery - Ike</b>		
<b>Warrant #: VW 00357812</b>		
<b>Payee Name: CROWDERGULF JOINT VENTURE LLP</b>		
BOLPPDR00093RBAL	2994299127 - 5481000 Private Prop Debrns Removal - Contract Service	199 99
BOLPPDR00347	2994299130 - 5481000 JWW-127 Priv Prop Debrns Rmvl - Contract Service	2,535 00
BOLPPDR00347	2994299131 - 5481000 JWW-129 Priv Prop Debrns Rmvl - Contract Service	1,648.90
BOLPPDRE20323A	2994299146 - 5481000 JWW-146-Priv Prop Debrns Rmvl - Contract Service	384 65
<b>Warrant Total:</b>		<b>4,768.54</b>
<b>FUND 2994 TOTAL:</b>		<b>4,768.54</b>

<b>FUND: 3120 Limited Tax Cnty Bldg Bds Sr09</b>		
<b>Warrant #: VW 00357862</b>		
<b>Payee Name: MESA MECHANICAL INC</b>		
1 062512	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-5,513 65
1 062512	3120179137 - 5727127 North County Annex - North County Annex HVAC Replac	110,273 00
<b>Warrant Total:</b>		<b>104,759.35</b>
<b>FUND 3120 TOTAL:</b>		<b>104,759.35</b>

<b>FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07</b>		
<b>Warrant #: VW 00000446</b>		
<b>Payee Name: TRIPLE B SERVICES LLP</b>		
26 070312	3310315162 - 5731015 Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	409,958 55

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>409,958.55</b>
<b>FUND 3310 TOTAL:</b>		<b>409,958.55</b>
 <b>FUND: 3312 Unltd Tax Road Bonds Sr 2009</b>		
<b>Warrant #: VW 00357863</b>		<b>Payee Name: METRO CITY CONSTRUCTION LP</b>
2427	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-1,430.01
2427	3312312111 - 5731126 Non-County Roads - Owens Drive	28,600.12
<b>Warrant Total:</b>		<b>27,170.11</b>
<b>Warrant #: VW 00357880</b>		<b>Payee Name: R W LUCAS CONSTRUCTION LLC</b>
11 063012 6TH TC	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-4,983.60
11 063012 6TH TC	3312312111 - 5731173 Non-County Roads - 6th Street	99,671.97
4 063012 DEATS	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-14,598.57
4 063012 DEATS	3312312112 - 5731137 County Road - Deats Rd	291,971.35
<b>Warrant Total:</b>		<b>372,061.15</b>
<b>FUND 3312 TOTAL:</b>		<b>399,231.26</b>
 <b>FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins</b>		
<b>Warrant #: VW 00357797</b>		<b>Payee Name: CAREHERE LLC</b>
7961	6123155021 - 5417207 Group Insurance - CareHere Program Fee	22,876.00
<b>Warrant Total:</b>		<b>22,876.00</b>
<b>Warrant #: VW 00357798</b>		<b>Payee Name: CAREHERE LLC</b>
7885	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	24,880.24
<b>Warrant Total:</b>		<b>24,880.24</b>
<b>FUND 6123 TOTAL:</b>		<b>47,756.24</b>
 <b>FUND: 6130 Self Insurance Reserve Fund</b>		
<b>Warrant #: VW 00357811</b>		<b>Payee Name: CRESCENT ENGINEERING COMPANY INC</b>
L3465	6130151431 - 5491504 General Self Insurance - Claims Property	3,630.00
<b>Warrant Total:</b>		<b>3,630.00</b>
<b>Warrant #: VW 00357889</b>		<b>Payee Name: RUST EWING WATT &amp; HANEY INC</b>
341232	6130151431 - 5491700 General Self Insurance - Insurance Public Officials	93.00
343792	6130151431 - 5491700 General Self Insurance - Insurance Public Officials	115.00
<b>Warrant Total:</b>		<b>208.00</b>
<b>FUND 6130 TOTAL:</b>		<b>3,838.00</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

## Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	632,280 50
2102 Co Clerk Rec Mgt & Pres Fund	2,249 33
2205 Courthouse Security Fund	18 75
2211 Law Library	460 00
2212 Mediation Services Prog Fund	670 00
2220 Adult Probation Fund	309 70
2230 Juvenile Justice Fund	6,456 37
2250 Law Enforcement Education Fund	1,453 06
2301 Road & Bridge Fund	29,757 89
2370 Flood Control Fund	19,942 00
2410 Mosquito Control District Fund	24 00
2501 Child Welfare Fund	1,273 22
2841 Juvenile Probation-State Aid	12.00
2864 Auto Crimes Task Force Grant	10,006 94
2894 EECBG - Program	96,070 65
2914 CDBG Housing Program	110,481 50
2921 Senior Citizens Grant Prog	32,779 20
2923 Texas Feeding Texans	6,143 52
2994 Disaster Recovery - Ike	4,768 54
3120 Limited Tax Cnty Bldg Bds Sr09	104,759 35
3310 Pass Thru Toll Rv Lt Tx BdSr07	409,958 55
3312 Unltd Tax Road Bonds Sr 2009	399,231 26
6123 Group,Wrks'Comp,Unemplmnt Ins	47,756 24
6130 Self Insurance Reserve Fund	3,838 00
<b>Grand Total:</b>	<b><u>1,920,700.57</u></b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/17/2012

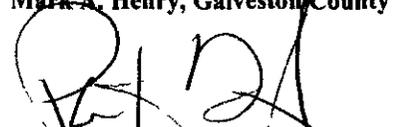
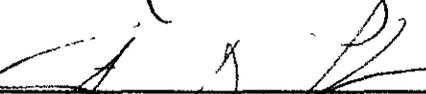
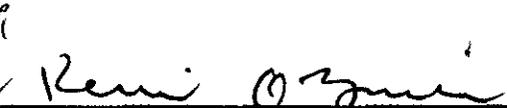
Approved Order to pay by Commissioners Court this day July 24, 2012



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

Absent  
Kenneth Clark, Galveston County Commissioner, Pct 4

By: Brandy Chapman Deputy  
Brandy Chapman

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200357775	702471	ABL MANAGEMENT INC	07/17/12	21,145.40	MW	OH		
A200357776	700616	ACT PIPE AND SUPPLY INC	07/17/12	3,912.00	MW	OH		
A200357777	400871	ACTION PERSONNEL INC	07/17/12	2,622.00	MW	OH		
A200357778	409165	ADVOCACY CENTER FOR CHILDREN	07/17/12	878.22	MW	OH		
A200357779	707348	AIRGAS - SOUTHWEST INC	07/17/12	49.35	MW	OH		
A200357780	712322	ALANIZ, SELINA A	07/17/12	195.00	MW	OH	B7	
A200357781	714493	ALCALA, CYNTHIA	07/17/12	35.20	MW	OH		
A200357782	706649	ALERE TOXICOLOGY SERVICES INC	07/17/12	12.00	MW	OH		
A200357783	VOID CONTINU	VOID - Continued Stub	07/17/12	0.00	VM	OH		Void
A200357784	013524	ALERT ALARM BURG AND FIRE PRO	07/17/12	4,855.00	MW	OH		
A200357785	405573	AMERICAN MECHANICAL SERVICES	07/17/12	6,459.45	MW	OH		
A200357786	702478	AMERSON, RODGER DAN	07/17/12	270.00	MW	OH	B7	
A200357787	407257	ARNOLD SUPPLY INC	07/17/12	350.00	MW	OH		
A200357788	021030	BACLIFF BUILDERS SUPPLY INC	07/17/12	51.98	MW	OH		
A200357789	403751	BERARDINELLI CORREIA, SHAUNA	07/17/12	400.00	MW	OH	B7	
A200357790	406081	BETA TECHNOLOGY INC	07/17/12	644.00	MW	OH		
A200357791	700686	BFI WASTE SERVICES OF TEXAS L	07/17/12	781.92	MW	OH		
A200357792	700686	BFI WASTE SERVICES OF TEXAS L	07/17/12	1,296.07	MW	OH		
A200357793	704349	BOORSTEIN, BARRY	07/17/12	633.75	MW	OH	B7	
A200357794	401803	BOX IT INC	07/17/12	395.00	MW	OH		
A200357795	701322	C JOHNNY ON THE SPOT INC	07/17/12	230.00	MW	OH		
A200357796	031559	CALICO WELDING SUPPLY CO	07/17/12	156.00	MW	OH		
A200357797	708822	CAREHERE LLC	07/17/12	22,876.00	MW	OH		
A200357798	708822	CAREHERE LLC	07/17/12	24,880.24	MW	OH		
A200357799	706200	CASTILLO, MARK A	07/17/12	396.50	MW	OH	B7	
A200357800	701478	CDW GOVERNMENT INC	07/17/12	1,106.82	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357801	702081	CEASER, KENDRIC	07/17/12	325 00	MW	OH	B7
A200357802	708965	CENTURY ASPHALT LTD	07/17/12	14,387 37	MW	OH	
A200357803	702429	CHAIR TAI CHI	07/17/12	280 00	MW	OH	
A200357804	712596	CHERRY CRUSHED CONCRETE	07/17/12	6,476 69	MW	OH	
A200357805	032011	CHERRY, DONALD	07/17/12	1,453 06	MW	OH	
A200357806	032326	CHILDRENS CENTER INC, THE	07/17/12	34,049 64	MW	OH	
A200357807	406676	CITY OF DICKINSON	07/17/12	63,000 00	MW	OH	
A200357808	033985	CITY OF GALVESTON	07/17/12	4,907 00	MW	OH	
A200357809	034124	COLE PH D , COLLIER M	07/17/12	2,000 00	MW	OH	MH
A200357810	711377	CONMED INC	07/17/12	274,455 33	MW	OH	
A200357811	709896	CRESCENT ENGINEERING COMPANY	07/17/12	5,050 27	MW	OH	
A200357812	708690	CROWDERGULF JOINT VENTURE LLP	07/17/12	4,768 54	MW	OH	
A200357813	406688	CURRENT USA INC	07/17/12	147 31	MW	OH	
A200357814	713994	DANESI'S OUTDOOR SERVICES	07/17/12	6,804 00	MW	OH	
A200357815	714241	DIAMOND HOSES INC	07/17/12	185 21	MW	OH	
A200357816	706153	DIAZ, MARK A	07/17/12	2,372 50	MW	OH	B7
A200357817	708361	DRAGONY, RACHEL ANN	07/17/12	325 00	MW	OH	B7
A200357818	045286	DUCOTE, JAMES	07/17/12	195 00	MW	OH	B7
A200357819	403437	EXXON CREDIT CARD CENTER	07/17/12	45 31	MW	OH	
A200357820	711189	FANNING AND FANNING PLLC	07/17/12	357 50	MW	OH	
A200357821	711189	FANNING AND FANNING PLLC	07/17/12	950 00	MW	OH	B7
A200357822	062067	FEDEX CORP	07/17/12	111 52	MW	OH	
A200357823	709477	FISHER, DENA LAURA	07/17/12	5,070 00	MW	OH	B7
A200357824	710210	FLEETCOR TECHNOLOGIES DBA CHE	07/17/12	143 99	MW	OH	
A200357825	710682	FOWLER, JANA K	07/17/12	759 84	MW	OH	B7
A200357826	713959	FOXHOVEN INC	07/17/12	50,000 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357827	704440	FULK, GEORGE BYRON	07/17/12	471 25	MW	OH	B7
A200357828	704625	G & K SERVICES	07/17/12	517 38	MW	OH	OH
A200357829	711807	GARRETT, FRED	07/17/12	271 05	MW	OH	B7
A200357830	714625	GENETIC DESIGN RESEARCH	07/17/12	5,000 00	MW	OH	OH
A200357831	709134	GRAHAM, CARMEN A	07/17/12	260 00	MW	OH	B7
A200357832	701592	GULF COAST CENTURY	07/17/12	938 00	MW	OH	OH
A200357833	702363	GUTHEINZ LAW FIRM LLP	07/17/12	950 00	MW	OH	B7
A200357834	431294	HENDERSON, ANTHONY	07/17/12	127 10	MW	OH	OH
A200357835	711536	HERITAGE-CRYSTAL CLEAN LLC	07/17/12	1,557 54	MW	OH	OH
A200357836	083501	HINDMAN, MARGARET	07/17/12	195 00	MW	OH	B7
A200357837	706976	HVAC MECHANICAL SERVICES OF T	07/17/12	7,099 67	MW	OH	OH
A200357838	707874	INTERVENTION RESOURCES	07/17/12	350 00	MW	OH	OH
A200357839	701901	J W KELSO COMPANY INC	07/17/12	71,538 55	MW	OH	OH
A200357840	407630	JACKSON, CALVIN C	07/17/12	1,079 00	MW	OH	B7
A200357841	407630	JACKSON, CALVIN C	07/17/12	429 00	MW	OH	B7
A200357842	712357	JACKSON, ERIN LARENA	07/17/12	136 50	MW	OH	B7
A200357843	409049	JAHN-CALVESTON INSURANCE AGEN	07/17/12	1,004 00	MW	OH	OH
A200357844	021527	JOHNNY BAULCH SANDPIT LLC	07/17/12	230 00	MW	OH	OH
A200357845	709876	JOHNSON, SHAWN MICHAEL	07/17/12	91 19	MW	OH	OH
A200357846	705849	JONES, CHARLOTTE	07/17/12	182 60	MW	OH	OH
A200357847	701243	JONES, STACEY LEE	07/17/12	1,283 75	MW	OH	B7
A200357848	704638	KAUFMANN, CHARLES R	07/17/12	780 00	MW	OH	B7
A200357849	402386	KLEEN JANITORIAL SUPPLY COMPA	07/17/12	2,352 49	MW	OH	OH
A200357850	706952	KUTSCHKE, MELINDA	07/17/12	455 00	MW	OH	B7
A200357851	711173	LAW FIRM OF TOT KIM LE	07/17/12	240 00	MW	OH	B7
A200357852	714572	LAW OFFICE OF CHARLES A NOLL	07/17/12	3,505 32	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357853	403281	LAW OFFICES OF DAVID P WALKER	07/17/12	299 00	MW	OH	B7
A200357854	404959	LEE, DALE W	07/17/12	326 34	MW	OH	
A200357855	123026	LIGGIOS TIRE AND SERVICE CENT	07/17/12	558 78	MW	OH	
A200357856	709125	MALONEY & PARKS LLP	07/17/12	1,235 00	MW	OH	B7
A200357857	705424	MASTER WORD SERVICE INC	07/17/12	7,161 18	MW	OH	
A200357858	407317	MATHESON TRI-GAS INC	07/17/12	290 16	MW	OH	
A200357859	714555	MCANULTY, DAN A JR	07/17/12	4,763 71	MW	OH	
A200357860	131029	MCREE FORD INC	07/17/12	491 64	MW	OH	
A200357861	711896	MERCHANT LAW FIRM PC, THE	07/17/12	1,484 00	MW	OH	B7
A200357862	704761	MESA MECHANICAL INC	07/17/12	200,830 00	MW	OH	
A200357863	712341	METRO CITY CONSTRUCTION LP	07/17/12	27,170 11	MW	OH	
A200357864	714479	MOOTY, HELEN	07/17/12	19 92	MW	OH	
A200357865	134056	MOTOROLA SOLUTIONS INC	07/17/12	1,980 24	MW	OH	
A200357866	193151	MUNICIPAL SIGNS INC	07/17/12	1,308 80	MW	OH	
A200357867	406192	MUSTANG RENTAL SERVICES INC	07/17/12	5,690 63	MW	OH	
A200357868	404669	MUSTANG TRACTOR & EQUIPMENT C	07/17/12	37 38	MW	OH	
A200357869	705888	NAJER, MAURICE	07/17/12	585 00	MW	OH	B7
A200357870	714598	NATIONAL ASSOCIATION OF LEGAL	07/17/12	325 00	MW	OH	
A200357871	407073	NEXTEL OF TEXAS INC	07/17/12	74 72	MW	OH	
A200357872	710551	NORVAREM, S A U	07/17/12	14,192 25	MW	OH	
A200357873	400105	OWEN ELECTRIC SUPPLY	07/17/12	184 05	MW	OH	
A200357874	711293	PARKS, TAMRA	07/17/12	1,206 00	MW	OH	B7
A200357875	710163	PATEL, NINA	07/17/12	11 00	MW	OH	
A200357876	705136	PENINSULA SANITATION SERVICE	07/17/12	3 150 00	MW	OH	
A200357877	712782	PIPE MASTER PLUMBING LLC	07/17/12	285 00	MW	OH	
A200357878	405621	PORT SUPPLY	07/17/12	381 03	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357879	710361	POWELL, SUSAN	07/17/12	950 00	MW	OH	B7
A200357880	712886	R W LUCAS CONSTRUCTION LLC	07/17/12	372,061 15	MW	OH	
A200357881	706403	REED ELSEVIER INC	07/17/12	460 00	MW	OH	
A200357882	410432	REED, WILLIAM	07/17/12	102 68	MW	OH	
A200357883	713131	RIGDON, SHANE	07/17/12	10 81	MW	OH	
A200357884	714188	RIOS, ROBIN A	07/17/12	253 28	MW	OH	B7
A200357885	406506	ROELL, HOLLY C	07/17/12	409 50	MW	OH	B7
A200357886	184069	ROSENBERG LIBRARY	07/17/12	45,083 33	MW	OH	
A200357887	410635	RUSCELLI, VINCENT	07/17/12	400 00	MW	OH	
A200357888	710577	RUSSELL, GREG	07/17/12	633 75	MW	OH	B7
A200357889	185017	RUST ERING WATT & HANEY INC	07/17/12	208 00	MW	OH	
A200357890	191023	SANTA FE AUTO PARTS INC	07/17/12	2,392 66	MW	OH	
A200357891	702664	SCHWAB, TAYLOR	07/17/12	617 50	MW	OH	B7
A200357892	701888	SCOTT, SHELBY	07/17/12	260 00	MW	OH	B7
A200357893	192146	SEASIDE ENTERPRISES INC	07/17/12	43 60	MW	OH	
A200357894	703308	SHI GOVT SOLUTIONS	07/17/12	15,604 98	MW	OH	
A200357895	708860	SLAYTON, KRISTEN R	07/17/12	1,350 00	MW	OH	
A200357896	704963	SOUTHWEST SOLUTIONS GROUP INC	07/17/12	1,980 00	MW	OH	
A200357897	713129	SOUTHWEST T & I INC	07/17/12	406 00	MW	OH	
A200357898	707542	SPRINT SPECTRUM LP	07/17/12	404 18	MW	OH	
A200357899	409104	STEVE'S WAREHOUSE TIRES	07/17/12	54 00	MW	OH	
A200357900	194514	STEVENS, MARK W	07/17/12	7,663 50	MW	OH	B7
A200357901	702839	SUHLER, DAVID	07/17/12	1,475 00	MW	OH	B7
A200357902	712040	SUMMERLIN LAW FIRM PLLC	07/17/12	2,128 75	MW	OH	B7
A200357903	405722	SUN COAST RESOURCES INC	07/17/12	14,233 83	MW	OH	
A200357904	195016	SUTHERLAND LUMBER SOUTHWEST I	07/17/12	549 63	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357905	202671	TEXAS ASSOCIATION OF COUNTIES	07/17/12	175 00	MW	OH	
A200357906	701185	TEXAS DEPARTMENT OF AGRICULTU	07/17/12	24 00	MW	OH	
A200357907	708583	TEXAS LAW & PSYCHIATRY PLLC	07/17/12	1,400 00	MW	OH	MH
A200357908	714169	THE FRAZIER LAW FIRM, PC	07/17/12	380 25	MW	OH	B7
A200357909	700583	TORRES, ROBERTO	07/17/12	601 25	MW	OH	B7
A200357910	700583	TORRES, ROBERTO	07/17/12	81 25	MW	OH	B7
A200357911	404804	UNIVERSITY OF TEXAS AT AUSTIN	07/17/12	525 00	MW	OH	
A200357912	402812	UTMB	07/17/12	800 00	MW	OH	
A200357913	402812	UTMB	07/17/12	800 00	MW	OH	
A200357914	714478	VACLAVIK ADVISORY GROUP LLC	07/17/12	891 50	MW	OH	
A200357915	703768	VALLEY SERVICES INC	07/17/12	38,922 72	MW	OH	
A200357916	406603	VERIZON	07/17/12	3,081 74	MW	OH	
A200357917	402963	WASTE MANAGEMENT INC	07/17/12	4,500 75	MW	OH	
A200357918	700273	WELSH, MATTHEW SEAN	07/17/12	1,726 05	MW	OH	
A200357919	710015	WHOLESALE ELECTRIC SUPPLY CO	07/17/12	72 52	MW	OH	
A200357920	409097	WILLIAMS, MELISSA	07/17/12	154 00	MW	OH	
A200357921	713849	WILLIAMS, TRACEY	07/17/12	17 60	MW	OH	
A200357922	710168	WORTHAM, LOUIS	07/17/12	576 00	MW	OH	

Check Payee ID Payee Name Date Check Amount Type Subs Rel To Note  
 =====  
 S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	1472,803 07	Number of Checks Processed	147
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 1472,803 07

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs Rel To Note
F600000445	711931	DSM HOMES LLC	07/17/12	37,938.95	CX	OH
F600000446	711227	TRIPLE B SERVICES LLP	07/17/12	409,958.55	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	447,897.50	Number of Checks Processed	2

S U B T O T A L

447,897.50

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	1472,803 07	Number of Checks Processed	147
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	447,897 50	Number of Checks Processed	2

G R A N D T O T A L 1920,700 57

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>FUND: 1101 General Fund</b>		
<b>Warrant #: VW 00000447                      Payee Name: CLASSIC AUTOPLEX GALVESTON</b>		
72944	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39 75
72946	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	549 06
72948	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	46 08
72982	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	75 00
72983	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	334 90
73079	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	195 72
73138	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	553 11
73175	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	83 24
73189	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	158 57
73225	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	348 99
73228	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	238 87
73234	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	562 20
73264	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	43 49
73287	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	554 34
73292	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	704 53
73298	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	39 75
73323	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	135 23
73325	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	392 73
73341	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	627 84
<b>Warrant Total:</b>		<b>5,683.40</b>
<b>Warrant #: VW 00000448                      Payee Name: GALVESTON NEWSPAPERS INC</b>		
0035540 070312	1101123300 - 5310000 Justice Court Pct #3 - Supplies and Materials	70 50
300776203	1101114030 - 5493100 Election Expense - Advertising	179 40
300776287	1101151800 - 5493101 Purchasing Agent - Legal Advertising	799 24
300776658	1101114030 - 5493100 Election Expense - Advertising	184 52
300777101	1101151800 - 5493101 Purchasing Agent - Legal Advertising	543 24
300777184	1101151800 - 5493101 Purchasing Agent - Legal Advertising	507 40
300777185	1101151800 - 5493101 Purchasing Agent - Legal Advertising	701 96
300777547	1101114030 - 5493100 Election Expense - Advertising	217 80
30776675	1101151800 - 5493101 Purchasing Agent - Legal Advertising	661 00
<b>Warrant Total:</b>		<b>3,865.06</b>
<b>Warrant #: VW 00000450                      Payee Name: LONE STAR UNIFORMS INC</b>		
256716	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	1,635 00
256902	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	545 00
256904	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	125 00
256906	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	3,386 50
<b>Warrant Total:</b>		<b>5,691.50</b>
<b>Warrant #: VW 00357923                      Payee Name: ABL MANAGEMENT INC</b>		
191612	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,172 47
<b>Warrant Total:</b>		<b>18,172.47</b>
<b>Warrant #: VW 00357924                      Payee Name: ABL MANAGEMENT INC</b>		
191613	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,465 13
191614	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,304 55
<b>Warrant Total:</b>		<b>36,769.68</b>
<b>Warrant #: VW 00357926                      Payee Name: ACTION PERSONNEL INC</b>		

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
100046	1101159100 - 5481000 Information Technology - Contract Service	528 00
100156	1101159100 - 5481000 Information Technology - Contract Service	660 00
100264	1101159100 - 5481000 Information Technology - Contract Service	660 00
100368	1101522020 - 5481000 Parks Department - Contract Service	570 00
100370	1101159100 - 5481000 Information Technology - Contract Service	660 00
100473	1101522020 - 5481000 Parks Department - Contract Service	570 00
99627	1101110000 - 5120001 General Government - Temporary Help	463 60
99730	1101110000 - 5120001 General Government - Temporary Help	370 88
99834	1101110000 - 5120001 General Government - Temporary Help	370 88
99835	1101159100 - 5481000 Information Technology - Contract Service	660 00
99943	1101159100 - 5481000 Information Technology - Contract Service	660 00
<b>Warrant Total:</b>		<b>6,173.36</b>
<b>Warrant #: VW 00357929</b>	<b>Payee Name: ALCALA, CYNTHIA</b>	
7/16-18/12 TRVL	1101151400 - 5496301 Professional Services - Auto Mileage	304 15
<b>Warrant Total:</b>		<b>304.15</b>
<b>Warrant #: VW 00357930</b>	<b>Payee Name: ALLIED FIRE PROTECTION LP</b>	
P174001	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	10,050 00
<b>Warrant Total:</b>		<b>10,050.00</b>
<b>Warrant #: VW 00357934</b>	<b>Payee Name: AMBIT ENERGY LP</b>	
100E8H15	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
101E3C02	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
101F6K65	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	37 70
104J6G90	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	134 36
<b>Warrant Total:</b>		<b>372.06</b>
<b>Warrant #: VW 00357939</b>	<b>Payee Name: BARNETT, STEPHANIE B</b>	
11CR3494 071212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00357940</b>	<b>Payee Name: BAY AREA MEALS ON WHEELS</b>	
2012-2013	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplement	1,000 00
<b>Warrant Total:</b>		<b>1,000.00</b>
<b>Warrant #: VW 00357941</b>	<b>Payee Name: BAY COLONY APARTMENTS</b>	
901 FM 517 RD W	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00357942</b>	<b>Payee Name: BAY OIL CO CORP</b>	
199655	1101544042 - 5322010 Beach Maintenance-Rd & Bridge - Auto Fuel Expense	5,418 63
199656	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	3,531 96
<b>Warrant Total:</b>		<b>8,950.59</b>
<b>Warrant #: VW 00357948</b>	<b>Payee Name: BENNETT, JAMES M</b>	
PR0073451	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	562 50
<b>Warrant Total:</b>		<b>562.50</b>
<b>Warrant #: VW 00357950</b>	<b>Payee Name: BETTISON DOYLE APFFEL &amp; GUARINO PC</b>	
PR0071914 031412	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	262 50
PR72650 070212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	356 25

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List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<u>618.75</u>
<b>Warrant #: VW 00357951                      Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>		
0855000533175	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	781.30
<b>Warrant Total:</b>		<u>781.30</u>
<b>Warrant #: VW 00357954                      Payee Name: BLEYL, AMY RUTH WILSON</b>		
12CP0009 070312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
<b>Warrant Total:</b>		<u>325.00</u>
<b>Warrant #: VW 00357956                      Payee Name: BOB J JOHNSON &amp; ASSOCIATES</b>		
267204	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	1,084.77
<b>Warrant Total:</b>		<u>1,084.77</u>
<b>Warrant #: VW 00357957                      Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY</b>		
10002205 0612	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	195.47
10002222 062112	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	46.23
10002875 062012	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	290.95
10003863 062612	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	128.14
10004583 0612	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	87.94
10005389 062012	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	242.71
<b>Warrant Total:</b>		<u>991.44</u>
<b>Warrant #: VW 00357958                      Payee Name: BOORSTEIN, BARRY</b>		
12CR0645 071712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	471.25
<b>Warrant Total:</b>		<u>471.25</u>
<b>Warrant #: VW 00357959                      Payee Name: BOUNCE ENERGY INC</b>		
2012062714491	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<u>100.00</u>
<b>Warrant #: VW 00357961                      Payee Name: BRIGGS, LYNETTE</b>		
12CR0673 071812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	279.50
<b>Warrant Total:</b>		<u>279.50</u>
<b>Warrant #: VW 00357965                      Payee Name: BUZBEE PROPERTIES INC</b>		
ARI1200058	1101123800 - 5426250 Justice Court Pct #8-2 - Rental Office Space	2,770.36
<b>Warrant Total:</b>		<u>2,770.36</u>
<b>Warrant #: VW 00357967                      Payee Name: CALDWELL COUNTRY CHEVROLET</b>		
CL643535	1101211101 - 5742000 Administration Sheriff Dept - Capital Outlay-Vehicles	25,867.00
<b>Warrant Total:</b>		<u>25,867.00</u>
<b>Warrant #: VW 00357968                      Payee Name: CALDWELL COUNTRY CHEVROLET</b>		
CL644503	1101211101 - 5742000 Administration Sheriff Dept - Capital Outlay-Vehicles	26,965.00
CL646485	1101211101 - 5742000 Administration Sheriff Dept - Capital Outlay-Vehicles	26,965.00
<b>Warrant Total:</b>		<u>53,930.00</u>
<b>Warrant #: VW 00357970                      Payee Name: CARMONA, FRANK</b>		
07/9-13/12	1101121000 - 5415215 Justice Administration - Contract Srv-Senate Bill 7	2,692.30
<b>Warrant Total:</b>		<u>2,692.30</u>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357971</b>		
<b>Payee Name: CASTILLO, MARK A</b>		
09CRI449 062912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,004.25
<b>Warrant Total:</b>		<b>1,004.25</b>
<b>Warrant #: VW 00357972</b>		
<b>Payee Name: CEDRICK L MUHAMMAD PC</b>		
08CR1220 071312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00357973</b>		
<b>Payee Name: CENTERPOINT ENERGY</b>		
4472227 070612	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	19.86
47177183	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	24.88
47543723 070512	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	70.09
77847788 070512	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	37.55
91620849	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	18.18
<b>Warrant Total:</b>		<b>170.56</b>
<b>Warrant #: VW 00357975</b>		
<b>Payee Name: CHAPA, RON</b>		
457170122597005	1101151300 - 5498000 County Auditor - Membership And Dues	40.00
<b>Warrant Total:</b>		<b>40.00</b>
<b>Warrant #: VW 00357976</b>		
<b>Payee Name: CHARNA GRABER REAL ESTATE INC</b>		
2002 27TH ST 7	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00357978</b>		
<b>Payee Name: CHILDRENS CENTER INC, THE</b>		
GCSOP043012	1101440100 - 5449101 Community Services - Childrens Counseling Serv	3,395.71
<b>Warrant Total:</b>		<b>3,395.71</b>
<b>Warrant #: VW 00357979</b>		
<b>Payee Name: CITY OF LAMARQUE</b>		
0190021400010	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	55.30
<b>Warrant Total:</b>		<b>55.30</b>
<b>Warrant #: VW 00357980</b>		
<b>Payee Name: CLARK, DIANE</b>		
08FD0780 071112	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	97.50
10CR1217 070112	1101121000 - 5431000 Justice Administration - Trial Expense	40.00
10CR1217 070112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	3,688.75
323421 071712	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195.00
<b>Warrant Total:</b>		<b>4,021.25</b>
<b>Warrant #: VW 00357983</b>		
<b>Payee Name: COMEAUX, WILLIAM</b>		
7/8-13/12 TRVL	1101223900 - 5496100 Constable Pct #6 - Comeaux - Travel and Education	378.55
<b>Warrant Total:</b>		<b>378.55</b>
<b>Warrant #: VW 00357984</b>		
<b>Payee Name: COOK, DAVID</b>		
12JV0184 071712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97.50
<b>Warrant Total:</b>		<b>97.50</b>
<b>Warrant #: VW 00357985</b>		
<b>Payee Name: COSTA MARIPOSA APARTMENTS</b>		
7555 MED CNTR D	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
7555 MED CNTR C	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>200.00</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357986</b>		
<b>Payee Name: CPI FOODS INC.</b>		
717121	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplement	10,914.50
<b>Warrant Total:</b>		<b>10,914.50</b>
<b>Warrant #: VW 00357988</b>		
<b>Payee Name: DAHLENBURG, MICHAEL L</b>		
MH4101 060612	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100.00
MH4103 060412	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
MH4104 061312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
MH4105 062112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100.00
MH4106 062112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100.00
MH4107 060612	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100.00
MH4108 061312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
PR0071628 062112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	243.75
<b>Warrant Total:</b>		<b>1,168.75</b>
<b>Warrant #: VW 00357989</b>		
<b>Payee Name: DAHLENBURG, MICHAEL L</b>		
MH4109 062112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00357990</b>		
<b>Payee Name: DANESI'S OUTDOOR SERVICES</b>		
58	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134.00
60	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134.00
61	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134.00
62	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134.00
63	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134.00
<b>Warrant Total:</b>		<b>5,670.00</b>
<b>Warrant #: VW 00357991</b>		
<b>Payee Name: DECKER DISPOSAL INC</b>		
44044	1101110000 - 5429301 General Government - Nuisance Abatement	6,825.00
<b>Warrant Total:</b>		<b>6,825.00</b>
<b>Warrant #: VW 00357994</b>		
<b>Payee Name: DIAMOND SHAMROCK</b>		
64037336 07/12	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	399.25
<b>Warrant Total:</b>		<b>399.25</b>
<b>Warrant #: VW 00357995</b>		
<b>Payee Name: DIAZ, DEBBIE</b>		
JUN 2012 MLG	1101122300 - 5496301 Probate Court - Sullivan - Auto Mileage	292.49
<b>Warrant Total:</b>		<b>292.49</b>
<b>Warrant #: VW 00357996</b>		
<b>Payee Name: DIAZ, MARK A</b>		
319564 071212	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	357.50
JAIL DKT 071312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950.00
<b>Warrant Total:</b>		<b>1,307.50</b>
<b>Warrant #: VW 00357999</b>		
<b>Payee Name: DIESEL FUEL MAINT SERVICE INC</b>		
DFMS4477	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	8,390.00
<b>Warrant Total:</b>		<b>8,390.00</b>
<b>Warrant #: VW 00358000</b>		
<b>Payee Name: DIRECT ENERGY LP</b>		
652602293	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	95.56
<b>Warrant Total:</b>		<b>95.56</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00358001</b>		
<b>Payee Name: DOLPHIN CHEMICAL &amp; SUPPLY COMPANY LLC</b>		
9979	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	131.50
		<b>Warrant Total: 131.50</b>
<b>Warrant #: VW 00358002</b>		
<b>Payee Name: DOVE COVE CONDOMINIUM</b>		
1858 BIRCH ST	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
		<b>Warrant Total: 100.00</b>
<b>Warrant #: VW 00358003</b>		
<b>Payee Name: DRAGONY, RACHEL ANN</b>		
322286 070912	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	422.50
JAIL DKT 071312	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	950.00
		<b>Warrant Total: 1,372.50</b>
<b>Warrant #: VW 00358004</b>		
<b>Payee Name: DUCOTE, JAMES</b>		
11CR2194 071212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	373.75
11CR3102 071312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	5,059.21
		<b>Warrant Total: 5,432.96</b>
<b>Warrant #: VW 00358005</b>		
<b>Payee Name: DUCOTE, JEREMY B</b>		
11CR2778 071112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	910.00
		<b>Warrant Total: 910.00</b>
<b>Warrant #: VW 00358006</b>		
<b>Payee Name: DUCOTE, JEREMY B</b>		
11CR2421 071112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
		<b>Warrant Total: 325.00</b>
<b>Warrant #: VW 00358008</b>		
<b>Payee Name: EDMONSON, SUSAN</b>		
PR72650 070212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	750.00
		<b>Warrant Total: 750.00</b>
<b>Warrant #: VW 00358009</b>		
<b>Payee Name: ELLIS, SABRINA E.</b>		
7/9-20/12	1101121000 - 5415215 Justice Administration - Contract Srv-Senate Bill 7	475.00
		<b>Warrant Total: 475.00</b>
<b>Warrant #: VW 00358010</b>		
<b>Payee Name: ENTERGY</b>		
3499447 070512	1101170100 - 5421200 Facilities Srvs & Maintenance - Electricity	141.03
		<b>Warrant Total: 141.03</b>
<b>Warrant #: VW 00358011</b>		
<b>Payee Name: FANNING AND FANNING PLLC</b>		
323655 071712	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	178.75
		<b>Warrant Total: 178.75</b>
<b>Warrant #: VW 00358012</b>		
<b>Payee Name: FEDEX CORP</b>		
789909286	1101151400 - 5310000 Professional Services - Supplies and Materials	49.29
		<b>Warrant Total: 49.29</b>
<b>Warrant #: VW 00358013</b>		
<b>Payee Name: FIRST CHOICE POWER</b>		
145117	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	139.32
2000564075	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
		<b>Warrant Total: 239.32</b>
<b>Warrant #: VW 00358014</b>		
<b>Payee Name: FISHER, DENA LAURA</b>		

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Invoice Number	Account Info	Amount
06CR1405 111710	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00358016                      Payee Name: FLEMING, MARCUS J.</b>		
22878 071212	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	130 00
<b>Warrant Total:</b>		<b>130.00</b>
<b>Warrant #: VW 00358017                      Payee Name: FOWLER, JANA K</b>		
071112 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253 28
071912 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	492 00
<b>Warrant Total:</b>		<b>745.28</b>
<b>Warrant #: VW 00358018                      Payee Name: G &amp; K SERVICES</b>		
1030105220	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	13 10
1030106528	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	6 65
1030106536	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	13 40
1030110048	1101451110 - 5426106 Senior Citizens - Uniform Leasing	37 70
1030110171	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	35 00
1030882797	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	6 65
<b>Warrant Total:</b>		<b>112.50</b>
<b>Warrant #: VW 00358019                      Payee Name: GALLS INC</b>		
512150242	1101223900 - 5310000 Constable Pct #6 - Comeaux - Supplies and Materials	294 48
<b>Warrant Total:</b>		<b>294.48</b>
<b>Warrant #: VW 00358022                      Payee Name: GALVESTON COUNTY HEALTH DISTRICT</b>		
3040	1101440100 - 5451104 Community Services - Galveston Cnty EMS	56,558 75
3041	1101440100 - 5451104 Community Services - Galveston Cnty EMS	99,691 25
<b>Warrant Total:</b>		<b>156,250.00</b>
<b>Warrant #: VW 00358024                      Payee Name: GALVESTON COUNTY WCID #1</b>		
120050039 070912	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	105 73
<b>Warrant Total:</b>		<b>105.73</b>
<b>Warrant #: VW 00358025                      Payee Name: GARRETT, FRED</b>		
316130 071812	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	721 50
<b>Warrant Total:</b>		<b>721.50</b>
<b>Warrant #: VW 00358026                      Payee Name: GILLMAN, MICHAEL DAVID</b>		
312715 071112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	650 00
320157 071612	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195 00
<b>Warrant Total:</b>		<b>845.00</b>
<b>Warrant #: VW 00358029                      Payee Name: GOLDSBERRY &amp; ASSOCIATES PLLC</b>		
08FD0497 070912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
10FD2987 070312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
<b>Warrant Total:</b>		<b>130.00</b>
<b>Warrant #: VW 00358030                      Payee Name: GRAHAM, CARMEN A</b>		
08CP0070 070312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
09FD1634 070312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	273 00
<b>Warrant Total:</b>		<b>500.50</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00358031</b>		
<b>Payee Name: GREEN CAYE VILLAGE LLC</b>		
5104 MARTINIQUE	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00358033</b>		
<b>Payee Name: GULF COAST CENTER</b>		
2012 MON REQUEST	1101440100 - 5448050 Community Services - Contract Services-MHMR	35,500 00
<b>Warrant Total:</b>		<b>35,500.00</b>
<b>Warrant #: VW 00358034</b>		
<b>Payee Name: GULF COAST CENTURY</b>		
84295	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	383 00
84312	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	1,440 00
<b>Warrant Total:</b>		<b>1,823.00</b>
<b>Warrant #: VW 00358036</b>		
<b>Payee Name: GUTHEINZ LAW FIRM LLP</b>		
323478 071712	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	162 50
356031 071212	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
<b>Warrant Total:</b>		<b>357.50</b>
<b>Warrant #: VW 00358039</b>		
<b>Payee Name: HEAT TRANSFER SOLUTIONS INC</b>		
62433	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,165 74
<b>Warrant Total:</b>		<b>1,165.74</b>
<b>Warrant #: VW 00358041</b>		
<b>Payee Name: HERNANDEZ, SUSAN</b>		
JUN 2012 MLG	1101211101 - 5496301 Administration Sheriff Dept - Auto Mileage	29 97
<b>Warrant Total:</b>		<b>29.97</b>
<b>Warrant #: VW 00358044</b>		
<b>Payee Name: HOUSTON EQUIPMENT COMPANY</b>		
182086	1101126100 - 5310000 District Clerk - Supplies and Materials	880 00
<b>Warrant Total:</b>		<b>880.00</b>
<b>Warrant #: VW 00358055</b>		
<b>Payee Name: JOHNSON, SHAWN MICHAEL</b>		
JUN 2012 MLG	1101114000 - 5496301 County Clerk - Auto Mileage	91 19
<b>Warrant Total:</b>		<b>91.19</b>
<b>Warrant #: VW 00358056</b>		
<b>Payee Name: JONES LAW FIRM</b>		
12CR1370 060412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97 50
<b>Warrant Total:</b>		<b>97.50</b>
<b>Warrant #: VW 00358057</b>		
<b>Payee Name: JONES, STACEY LEE</b>		
ARI1200059	1101127100 - 5481000 District Attorney - Contract Service	3,599 75
<b>Warrant Total:</b>		<b>3,599.75</b>
<b>Warrant #: VW 00358058</b>		
<b>Payee Name: JP MORGAN CHASE</b>		
JULY 2012 STMT	1101000000 - 1800005 General Fund - P Crd #1504	191 60
JULY 2012 STMT	1101000000 - 1800009 General Fund - P Crd #5147	-87 50
JULY 2012 STMT	1101000000 - 1800011 General Fund - P Crd #5303	225 00
JULY 2012 STMT	1101000000 - 1800022 General Fund - P Crd #7436	506 90
JULY 2012 STMT	1101000000 - 1800024 General Fund - P Crd #4219	16 36
JULY 2012 STMT	1101000000 - 1800030 General Fund - P Crd #5256	462 42
JULY 2012 STMT	1101000000 - 1800033 General Fund - P Crd #8334	201 80
JULY 2012 STMT	1101000000 - 1800036 General Fund - P Crd #7247	324 05
JULY 2012 STMT	1101000000 - 1800038 General Fund - P Crd #7221	382 43

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
JULY 2012 STMT	1101000000 - 1800039 General Fund - P Crd #7388	21,540.49
JULY 2012 STMT	1101000000 - 1800051 General Fund - P Crd #5647	7,572.78
JULY 2012 STMT	1101000000 - 1800052 General Fund - P Crd #4517	555.08
JULY 2012 STMT	1101000000 - 1800055 General Fund - P Crd #4475	2,263.09
JULY 2012 STMT	1101000000 - 1800056 General Fund - P Crd #4509	799.98
JULY 2012 STMT	1101000000 - 1800058 General Fund - P Card #3268	163.43
JULY 2012 STMT	1101000000 - 1800071 General Fund - P Card #4653	90.06
JULY 2012 STMT	1101000000 - 1800086 General Fund - P Card #3427	954.42
JULY 2012 STMT	1101000000 - 1800087 General Fund - P Card #2192	179.95
JULY 2012 STMT	1101000000 - 1800089 General Fund - P Card #1245	215.49
JULY 2012 STMT	1101000000 - 1800090 General Fund - P Card #1421	359.34
JULY 2012 STMT	1101000000 - 1800093 General Fund - P Card #5392	419.25
JULY 2012 STMT	1101000000 - 1800094 General Fund - P Card #6304	22,407.95
JULY 2012 STMT	1101000000 - 1800095 General Fund - P Card #6129	195.21
JULY 2012 STMT	1101000000 - 1800097 General Fund - P Card #6650	16,466.19
JULY 2012 STMT	1101000000 - 1800098 General Fund - P Card #1654	429.10
JULY 2012 STMT	1101000000 - 1800101 General Fund - P Card #5468	75,611.40
JULY 2012 STMT	1101000000 - 1800102 General Fund - P Card #0469	201.52
JULY 2012 STMT	1101000000 - 1800105 General Fund - P Card #1173	865.45
JULY 2012 STMT	1101000000 - 1800111 General Fund - P Card #4246	26.48
JULY 2012 STMT	1101000000 - 1800112 General Fund - P Card #6880	382.74
JULY 2012 STMT	1101000000 - 1800115 General Fund - P Card #5749	330.96
JULY 2012 STMT	1101000000 - 1800117 General Fund - P Card #4746	117.72
JULY 2012 STMT	1101000000 - 1800123 General Fund - P Crd #6093	1,424.18
JULY 2012 STMT	1101000000 - 1800128 General Fund - P Card #6407	9,435.56
JULY 2012 STMT	1101000000 - 1800132 General Fund - P Card #3474	691.60
JULY 2012 STMT	1101000000 - 1800134 General Fund - P Card #6865	279.32
JULY 2012 STMT	1101000000 - 1800138 General Fund - P Card #0858	139.68
JULY 2012 STMT	1101000000 - 1800139 General Fund - P Card #9373	538.35
JULY 2012 STMT	1101000000 - 1800141 General Fund - P Card #7980	237.18
JULY 2012 STMT	1101000000 - 1800142 General Fund - P Card #7253	2,451.25
JULY 2012 STMT	1101000000 - 1800143 General Fund - P Card #7937	1,483.10
JULY 2012 STMT	1101000000 - 1800144 General Fund - P Card #0081	419.94
JULY 2012 STMT	1101000000 - 1800145 General Fund - P Card #0032	578.66
JULY 2012 STMT	1101000000 - 1800147 General Fund - P Card #0057	233.40
JULY 2012 STMT	1101000000 - 1800151 General Fund - P Card #2285	1,753.94
JULY 2012 STMT	1101000000 - 1800153 General Fund - P Card #2244	215.98
JULY 2012 STMT	1101000000 - 1800154 General Fund - P Card #0045	1,437.62
JULY 2012 STMT	1101000000 - 1800158 General Fund - P Card #3896	1,997.77
JULY 2012 STMT	1101000000 - 1800160 General Fund - P Card #3862	1,453.05
JULY 2012 STMT	1101000000 - 1800162 General Fund - P Card #3813	160.96
JULY 2012 STMT	1101000000 - 1800166 General Fund - P Card #7064	46.67
JULY 2012 STMT	1101000000 - 1800168 General Fund - P Card #5691	17.08
JULY 2012 STMT	1101000000 - 1800169 General Fund - P Card #2369	188.34
JULY 2012 STMT	1101000000 - 1800181 General Fund - P Card #9936	94.62
JULY 2012 STMT	1101000000 - 1800184 General Fund - P Card #8351	0.00
JULY 2012 STMT	1101000000 - 1801006 General Fund - P Crd #9482	3,146.78
JULY 2012 STMT	1101000000 - 1801018 General Fund - P Crd #7038	480.25
JULY 2012 STMT	1101000000 - 1801029 General Fund - P Crd #8024	349.01
JULY 2012 STMT	1101000000 - 1801030 General Fund - P Crd #0043	80.36
JULY 2012 STMT	1101000000 - 1801031 General Fund - P Crd #8147	229.10
JULY 2012 STMT	1101000000 - 1801034 General Fund - P Crd #7451	37.40
JULY 2012 STMT	1101000000 - 1801039 General Fund - P Crd #8030	73.87
JULY 2012 STMT	1101000000 - 1801043 General Fund - P Crd #0713	250.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
JULY 2012 STMT	1101000000 - 1801047 General Fund - P Crd #5207	597 96
JULY 2012 STMT	1101000000 - 1801051 General Fund - P Crd #0876	108 35
JULY 2012 STMT	1101000000 - 1801066 General Fund - P Crd #0475	40 28
JULY 2012 STMT	1101000000 - 1801072 General Fund - P Crd #9789	607 91
JULY 2012 STMT	1101000000 - 1801073 General Fund - P Crd #9763	538 83
JULY 2012 STMT	1101000000 - 1801074 General Fund - P Crd #9714	90 85
JULY 2012 STMT	1101000000 - 1801115 General Fund - P Card #0861	772 00
JULY 2012 STMT	1101000000 - 1801119 General Fund - P Card #0183	63 45
JULY 2012 STMT	1101000000 - 1801120 General Fund - P Card #0308	2,340 36
JULY 2012 STMT	1101000000 - 1801121 General Fund - P Card #0316	286 63
JULY 2012 STMT	1101000000 - 1801124 General Fund - P Card #4845	618 78
JULY 2012 STMT	1101000000 - 1801126 General Fund - P Card #4212	836 66
JULY 2012 STMT	1101000000 - 1801129 General Fund - P Card #4188	2,181 84
JULY 2012 STMT	1101000000 - 1801133 General Fund - P Card #8613	134 48
JULY 2012 STMT	1101000000 - 1801139 General Fund - P Crd #0135	413 33
JULY 2012 STMT	1101000000 - 1801141 General Fund - P Crd #7885	212 77
JULY 2012 STMT	1101000000 - 1801149 General Fund - P Card #3200	926 53
JULY 2012 STMT	1101000000 - 1801154 General Fund - P Card #00372	40 00
JULY 2012 STMT	1101000000 - 1801158 General Fund - P Card #7495	731 14
JULY 2012 STMT	1101000000 - 1801161 General Fund - P Card #9910	430 20
JULY 2012 STMT	1101000000 - 1801162 General Fund - P Card #0289	50 00
JULY 2012 STMT	1101000000 - 1801180 General Fund - P Card #4116	5 39
JULY 2012 STMT	1101000000 - 1801185 General Fund - P Card #0693	245 56
JULY 2012 STMT	1101000000 - 1801190 General Fund - P Card #0846	20 87
JULY 2012 STMT	1101000000 - 1801192 General Fund - P Card #7044	450 56
JULY 2012 STMT	1101000000 - 1801193 General Fund - P Card #4628	2,269 12
JULY 2012 STMT	1101000000 - 1801197 General Fund - P Card #7225	45 97
JULY 2012 STMT	1101000000 - 1801201 General Fund - P Card #8042	123 41
JULY 2012 STMT	1101000000 - 1801203 General Fund - P Card #7660	161 50
JULY 2012 STMT	1101000000 - 1801204 General Fund - P Card #1936	677 30
JULY 2012 STMT	1101000000 - 1803015 General Fund - P Card #2319	176 07
JULY 2012 STMT	1101000000 - 1803020 General Fund - P Card #6842	457 34
JULY 2012 STMT	1101000000 - 1804007 General Fund - P Card #4283	166 32
JULY 2012 STMT	1101000000 - 1809003 General Fund - P Card #0640	352.80
JULY 2012 STMT	1101000000 - 1809006 General Fund - P Card #9362	727 06
JULY 2012 STMT	1101000000 - 1809008 General Fund - P Card #3636	339 97

**Warrant Total: 202,537.75**

**Warrant #: VW 00358060**

**Payee Name: KAUFMANN, CHARLES R**

12CR0370 071612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520 00
322972 071712	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	195 00

**Warrant Total: 715.00**

**Warrant #: VW 00358061**

**Payee Name: KAUFMANN, CHARLES R**

12CR3728 070712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	190 00
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**Warrant Total: 190.00**

**Warrant #: VW 00358062**

**Payee Name: KENNIE, MARGARET**

7/11-18/12	1101121000 - 5415215 Justice Administration - Contract Srv-Senate Bill 7	750.00
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**Warrant Total: 750.00**

**Warrant #: VW 00358065**

**Payee Name: KLEEN KUT LANDSCAPE SERVICE**

3	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	3,250 00
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# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
4 071112	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	8,800.00
<b>Warrant Total:</b>		<b>12,050.00</b>
<b>Warrant #: VW 00358066 Payee Name: KLEEN KUT LANDSCAPE SERVICE</b>		
4	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	7,040.00
<b>Warrant Total:</b>		<b>7,040.00</b>
<b>Warrant #: VW 00358068 Payee Name: KONE INC</b>		
220940966	1101170100 - 5423701 Facilities Srvs & Maintenance - Maintenance Contracts	1,503.50
<b>Warrant Total:</b>		<b>1,503.50</b>
<b>Warrant #: VW 00358070 Payee Name: LANDSCAPE ART INC</b>		
8565	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	520.50
8567	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	177.12
<b>Warrant Total:</b>		<b>697.62</b>
<b>Warrant #: VW 00358071 Payee Name: LANSDOWNE MOODY CO LP</b>		
1W71949	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	22.31
<b>Warrant Total:</b>		<b>22.31</b>
<b>Warrant #: VW 00358072 Payee Name: LAW OFFICE OF ALEX BILL III</b>		
12CR1212 071812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292.50
323778 071812	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195.00
<b>Warrant Total:</b>		<b>487.50</b>
<b>Warrant #: VW 00358073 Payee Name: LAW OFFICE OF DANA V DREXLER</b>		
MH4110 062112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
MH4112 062012	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
MH4113 061312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
MH4118 062712	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225.00
MH4118A 062712	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50.00
<b>Warrant Total:</b>		<b>800.00</b>
<b>Warrant #: VW 00358074 Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC</b>		
317716 071312	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	195.00
323430 071312	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	162.50
<b>Warrant Total:</b>		<b>357.50</b>
<b>Warrant #: VW 00358075 Payee Name: LAW OFFICE OF PAUL B KENNEDY</b>		
312471 071312	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	630.50
<b>Warrant Total:</b>		<b>630.50</b>
<b>Warrant #: VW 00358076 Payee Name: LAW OFFICE OF SHAW CLIFFORD</b>		
323149 071112	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	325.00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00358077 Payee Name: LAW OFFICES OF D CHRIS HESSE</b>		
323490 071012	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	130.00
<b>Warrant Total:</b>		<b>130.00</b>
<b>Warrant #: VW 00358078 Payee Name: LAW OFFICES OF J MICHAEL HUGHES PC</b>		
307055 070212	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	546.00



# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00358089</b>		
<b>Payee Name: LISTER PLUMBING</b>		
035243	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	328 80
	<b>Warrant Total:</b>	<b>328.80</b>
<b>Warrant #: VW 00358090</b>		
<b>Payee Name: LJA ENGINEERING &amp; SURVEYING INC</b>		
20123127	1101000000 - 2460020 General Fund - Permit Deposits	635 82
	<b>Warrant Total:</b>	<b>635.82</b>
<b>Warrant #: VW 00358091</b>		
<b>Payee Name: LOVE, PAUL</b>		
12CR1382 071112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
	<b>Warrant Total:</b>	<b>260.00</b>
<b>Warrant #: VW 00358093</b>		
<b>Payee Name: M BRUCE FORT PC</b>		
12CR1359 071012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	123 50
	<b>Warrant Total:</b>	<b>123.50</b>
<b>Warrant #: VW 00358094</b>		
<b>Payee Name: MAILROOM FINANCE INC</b>		
7900044055204105	1101159100 - 5311140 Information Technology - Postage	26,300 00
	<b>Warrant Total:</b>	<b>26,300.00</b>
<b>Warrant #: VW 00358095</b>		
<b>Payee Name: MAINLAND CROSSING</b>		
7500 EFL EXP3005	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
	<b>Warrant Total:</b>	<b>100.00</b>
<b>Warrant #: VW 00358096</b>		
<b>Payee Name: MALONEY &amp; PARKS LLP</b>		
11CR3294 071712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
	<b>Warrant Total:</b>	<b>260.00</b>
<b>Warrant #: VW 00358097</b>		
<b>Payee Name: MANSIONS AT MOSES LAKE</b>		
2211 34TH 2106	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
	<b>Warrant Total:</b>	<b>100.00</b>
<b>Warrant #: VW 00358098</b>		
<b>Payee Name: MARTIN GARZA &amp; FISHER LLP</b>		
PR0073349 062212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	471 45
	<b>Warrant Total:</b>	<b>471.45</b>
<b>Warrant #: VW 00358099</b>		
<b>Payee Name: MARTY'S CITY AUTO INC</b>		
2951	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	411 40
3718	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	150 00
	<b>Warrant Total:</b>	<b>561.40</b>
<b>Warrant #: VW 00358100</b>		
<b>Payee Name: MARTY'S CITY AUTO INC</b>		
3121	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	140 00
	<b>Warrant Total:</b>	<b>140.00</b>
<b>Warrant #: VW 00358101</b>		
<b>Payee Name: MCLEOD ALEXANDER POWEL &amp; APFFEL PC</b>		
PR73442 062212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	637 50
PR73443 062212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	637 50
	<b>Warrant Total:</b>	<b>1,275.00</b>
<b>Warrant #: VW 00358103</b>		
<b>Payee Name: MCREE FORD INC</b>		
367734	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	250 30

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
367808	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	1,620.66
368429	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	530.56
<b>Warrant Total:</b>		<b>2,401.52</b>
<b>Warrant #: VW 00358104                      Payee Name: MELAMED, SANFORD</b>		
321316 070512	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	97.50
321816 071212	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	162.50
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00358107                      Payee Name: MORRIS, PHILLIP W</b>		
11CR3544 071712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	715.00
12CR1389 071212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455.00
<b>Warrant Total:</b>		<b>1,170.00</b>
<b>Warrant #: VW 00358109                      Payee Name: NAJER, MAURICE</b>		
322266 071312	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	260.00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00358110                      Payee Name: NELSON, TAD A.</b>		
11CR1990 071912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357.50
JAIL DKT 071112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950.00
<b>Warrant Total:</b>		<b>1,307.50</b>
<b>Warrant #: VW 00358111                      Payee Name: NEOPOST USA INC</b>		
N3372421	1101159100 - 5310000 Information Technology - Supplies and Materials	3,541.83
<b>Warrant Total:</b>		<b>3,541.83</b>
<b>Warrant #: VW 00358112                      Payee Name: NICHOLSON, CONNIE</b>		
JUN 2012 MLG	1101440100 - 5496100 Community Services - Travel and Education	92.69
<b>Warrant Total:</b>		<b>92.69</b>
<b>Warrant #: VW 00358114                      Payee Name: NOTARY PUBLIC UNDERWRITERS AGENCY</b>		
RNWL AGUILLON12	1101153000 - 5310000 Legal Department - Supplies and Materials	96.55
<b>Warrant Total:</b>		<b>96.55</b>
<b>Warrant #: VW 00358116                      Payee Name: NRG ENERGY INC</b>		
36950228	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	114.17
37735206	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	76.37
67875963	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
70901616 7/12	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	134.00
803253010 70612	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>524.54</b>
<b>Warrant #: VW 00358117                      Payee Name: OFFICIAL PAYMENTS CORP</b>		
RINV0004422828	1101000000 - 2460026 General Fund - District Clerk credit cards	267.00
RINV0004422986	1101000000 - 2460026 General Fund - District Clerk credit cards	27.00
RINV0004422987	1101000000 - 2460026 General Fund - District Clerk credit cards	120.20
RINV0004422988	1101000000 - 2460026 General Fund - District Clerk credit cards	100.00
RINV0004422989	1101000000 - 2460026 General Fund - District Clerk credit cards	100.00
RINV0004422990	1101000000 - 2460026 General Fund - District Clerk credit cards	100.00
RINV0004422991	1101000000 - 2460026 General Fund - District Clerk credit cards	100.00
RINV0004422992	1101000000 - 2460026 General Fund - District Clerk credit cards	100.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
RINV0004422993	1101000000 - 2460026 General Fund - District Clerk credit cards	100 00
RINV0004422994	1101000000 - 2460026 General Fund - District Clerk credit cards	94 00
RINV0004422995	1101000000 - 2460026 General Fund - District Clerk credit cards	94 95
RINV0004422996	1101000000 - 2460026 General Fund - District Clerk credit cards	122 20
RINV0004422997	1101000000 - 2460026 General Fund - District Clerk credit cards	122 20
RINV0004433789	1101000000 - 2460026 General Fund - District Clerk credit cards	15 00
RINV0004436026	1101000000 - 2460026 General Fund - District Clerk credit cards	68 00
RINV0004436027	1101000000 - 2460026 General Fund - District Clerk credit cards	150 00
RINV0004438638	1101000000 - 2460026 General Fund - District Clerk credit cards	17 00
RINV0004454642	1101000000 - 2460026 General Fund - District Clerk credit cards	15 00
RINV0004467788	1101000000 - 2460026 General Fund - District Clerk credit cards	86 00
RINV0004470366	1101000000 - 2460026 General Fund - District Clerk credit cards	256 00
RINV0004480228	1101000000 - 2460026 General Fund - District Clerk credit cards	150 00
RINV0004480229	1101000000 - 2460026 General Fund - District Clerk credit cards	63 50
RINV0004482311	1101000000 - 2460026 General Fund - District Clerk credit cards	47 00
RINV0004482312	1101000000 - 2460026 General Fund - District Clerk credit cards	150 00
RINV0004482313	1101000000 - 2460026 General Fund - District Clerk credit cards	147 00
RINV0004548899	1101000000 - 2460026 General Fund - District Clerk credit cards	17 00
<b>Warrant Total:</b>		<b>2,629.05</b>
<b>Warrant #: VW 00358126</b>	<b>Payee Name: OWEN ELECTRIC SUPPLY</b>	
3975446058	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	103 52
3975446088	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	36 05
3975446091	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	182 15
3975446135	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	17 89
3975446229	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	40 00
<b>Warrant Total:</b>		<b>379 61</b>
<b>Warrant #: VW 00358127</b>	<b>Payee Name: OZARKA NATURAL SPRING WATER</b>	
02F0123056533	1101122300 - 5310000 Probate Court - Sullivan - Supplies and Materials	13 39
<b>Warrant Total:</b>		<b>13.39</b>
<b>Warrant #: VW 00358131</b>	<b>Payee Name: PENINSULA EMERGENCY MEDICAL SERVICE</b>	
2012006	1101440100 - 5451104 Community Services - Galveston Cnty EMS	48,542 22
<b>Warrant Total:</b>		<b>48,542.22</b>
<b>Warrant #: VW 00358132</b>	<b>Payee Name: PENINSULA SANITATION SERVICE INC</b>	
47516	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	85 00
<b>Warrant Total:</b>		<b>85.00</b>
<b>Warrant #: VW 00358135</b>	<b>Payee Name: PROSPERITY BANK</b>	
2/7/12	1101151600 - 5481000 County Treasurer - Contract Service	432 60
<b>Warrant Total:</b>		<b>432.60</b>
<b>Warrant #: VW 00358137</b>	<b>Payee Name: RAMIREZ, TANYA E</b>	
JULY 2012	1101211101 - 5481000 Administration Sheriff Dept - Contract Service	3,862 50
<b>Warrant Total:</b>		<b>3,862.50</b>
<b>Warrant #: VW 00358138</b>	<b>Payee Name: REINGOLD, MYRNA S</b>	
6/14-15/12 MLG	1101153000 - 5496301 Legal Department - Auto Mileage	110 71
6/14-15/12 TRVL	1101153000 - 5496100 Legal Department - Travel and Education	295 00
<b>Warrant Total:</b>		<b>405.71</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00358139</b>		
<b>Payee Name: ROELL, HOLLY C</b>		
12CR1051 071712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
<b>Warrant Total:</b>		<b>455.00</b>
<b>Warrant #: VW 00358143</b>		
<b>Payee Name: RUSCELLI, VINCENT</b>		
3/16-19/12 BAL	1101211160 - 5412102 Training-Sheriff's Department - Drug Screens/Psychologica	250 00
6/25/12	1101211160 - 5412102 Training-Sheriff's Department - Drug Screens/Psychologica	125 00
<b>Warrant Total:</b>		<b>375.00</b>
<b>Warrant #: VW 00358144</b>		
<b>Payee Name: RUSSELL, GREG</b>		
12CR0131 071712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00358145</b>		
<b>Payee Name: SANTA FE AUTO PARTS INC</b>		
96566	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	85 09
<b>Warrant Total:</b>		<b>85.09</b>
<b>Warrant #: VW 00358146</b>		
<b>Payee Name: SCOTT, SHELBY</b>		
12CR1860 071612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
<b>Warrant Total:</b>		<b>65.00</b>
<b>Warrant #: VW 00358149</b>		
<b>Payee Name: SHATTUCK, BOB</b>		
MH4101 060612	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4103 060412	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4104 061312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4105 062112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4106 062112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4107 060612	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4108 061312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4109 062112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4110 062112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4112 062012	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4113 061312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4118 062712	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
<b>Warrant Total:</b>		<b>1,920.00</b>
<b>Warrant #: VW 00358158</b>		
<b>Payee Name: STEVE'S WAREHOUSE TIRES</b>		
786	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13 00
<b>Warrant Total:</b>		<b>13.00</b>
<b>Warrant #: VW 00358159</b>		
<b>Payee Name: STREAM ENERGY</b>		
1007413666048	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00358160</b>		
<b>Payee Name: SUHLER, DAVID</b>		
10CR1215 070912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,215 00
<b>Warrant Total:</b>		<b>1,215.00</b>
<b>Warrant #: VW 00358162</b>		
<b>Payee Name: SUN COAST RESOURCES INC</b>		
91364776	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	4,792 64
91424855	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	2,530 24

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<u>7,322.88</u>
<b>Warrant #: VW 00358164</b>	<b>Payee Name: T&amp;N ACQUISITION COMPANY</b>	
67539	1101211160 - 5310000 Training-Sheriff's Department - Supplies and Materials	109.55
<b>Warrant Total:</b>		<u>109.55</u>
<b>Warrant #: VW 00358166</b>	<b>Payee Name: TAYLOR, ANGELA M</b>	
323180 071312	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	438.75
<b>Warrant Total:</b>		<u>438.75</u>
<b>Warrant #: VW 00358169</b>	<b>Payee Name: TERRA ASSOCIATES INC</b>	
22193	1101190100 - 5481000 County Engineer - Contract Service	3,245.11
<b>Warrant Total:</b>		<u>3,245.11</u>
<b>Warrant #: VW 00358170</b>	<b>Payee Name: TEXAS FIRST BANK</b>	
0001	1101151600 - 5481000 County Treasurer - Contract Service	648.81
<b>Warrant Total:</b>		<u>648.81</u>
<b>Warrant #: VW 00358171</b>	<b>Payee Name: TEXAS LAW &amp; PSYCHIATRY PLLC</b>	
12CR1006 071612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,400.00
<b>Warrant Total:</b>		<u>1,400.00</u>
<b>Warrant #: VW 00358172</b>	<b>Payee Name: TEXAS LAW &amp; PSYCHIATRY PLLC</b>	
10CR2358 070312	1101121000 - 5412115 Justice Administration - Psychological Exam	2,000.00
11CR2317 070912	1101121000 - 5412115 Justice Administration - Psychological Exam	1,400.00
<b>Warrant Total:</b>		<u>3,400.00</u>
<b>Warrant #: VW 00358175</b>	<b>Payee Name: THE FRAZIER LAW FIRM, PC</b>	
12CR0323 071612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	379.00
<b>Warrant Total:</b>		<u>379.00</u>
<b>Warrant #: VW 00358177</b>	<b>Payee Name: THOMA, JOHN</b>	
12CR1580 071812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	165.00
<b>Warrant Total:</b>		<u>165.00</u>
<b>Warrant #: VW 00358178</b>	<b>Payee Name: THOMA, JOHN</b>	
317244 071612	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	545.00
<b>Warrant Total:</b>		<u>545.00</u>
<b>Warrant #: VW 00358181</b>	<b>Payee Name: TORRES, ROBERTO</b>	
00FD1522 071112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	146.25
08CR3113 071712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	276.25
<b>Warrant Total:</b>		<u>422.50</u>
<b>Warrant #: VW 00358182</b>	<b>Payee Name: TORRES, ROBERTO</b>	
JAIL DKT 071312	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	950.00
<b>Warrant Total:</b>		<u>950.00</u>
<b>Warrant #: VW 00358184</b>	<b>Payee Name: TREVINO, ISMAEL</b>	
12CR1496 071312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227.50
<b>Warrant Total:</b>		<u>227.50</u>

# Galveston County, Texas

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Invoice Number	Account Info	Amount
<b>Warrant #:</b> VW 00358186 <b>Payee Name:</b> USA MOBILITY WIRELESS INC		
V7977749G	1101159100 - 5492321 Information Technology - Pager Service	163.67
<b>Warrant Total:</b>		<u>163.67</u>
<b>Warrant #:</b> VW 00358187 <b>Payee Name:</b> UTMB		
23	1101440100 - 5412130 Community Services - Contract Srvs-Medical Examiner	49,792.67
<b>Warrant Total:</b>		<u>49,792.67</u>
<b>Warrant #:</b> VW 00358188 <b>Payee Name:</b> VICKERY, KAY		
JUNE 2012 MLG	1101211101 - 5496301 Administration Sheriff Dept - Auto Mileage	25.25
<b>Warrant Total:</b>		<u>25.25</u>
<b>Warrant #:</b> VW 00358189 <b>Payee Name:</b> WEBER, WINIFRED B		
11CR1948 071612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,210.00
12CR1539 071812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195.00
<b>Warrant Total:</b>		<u>2,405.00</u>
<b>Warrant #:</b> VW 00358190 <b>Payee Name:</b> WEST PUBLISHING CORPORATION		
825168722	1101122400 - 5310000 County Court #3 - Dupuy - Supplies and Materials	84.00
<b>Warrant Total:</b>		<u>84.00</u>
<b>Warrant #:</b> VW 00358192 <b>Payee Name:</b> WINTERS, GARY M.		
PR0072918 052212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	437.50
<b>Warrant Total:</b>		<u>437.50</u>
<b>Warrant #:</b> VW 00358193 <b>Payee Name:</b> WYLIE LAW FIRM PC		
PR0072976 062012	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	881.84
<b>Warrant Total:</b>		<u>881.84</u>
<b>Warrant #:</b> VW 00358195 <b>Payee Name:</b> ZENDEH DEL AND ASSOCIATES PLLC		
322628 071712	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	203.13
<b>Warrant Total:</b>		<u>203.13</u>
<b>FUND 1101 TOTAL:</b>		<u><u>863,059.12</u></u>
<b>FUND: 2101 Cnty Records Mgt &amp; Preservatio</b>		
<b>Warrant #:</b> VW 00358115 <b>Payee Name:</b> NOVELLI JR, ROSS		
AR11200062	2101116020 - 5481000 County Records Management - Contract Service	10,000.00
<b>Warrant Total:</b>		<u>10,000.00</u>
<b>FUND 2101 TOTAL:</b>		<u><u>10,000.00</u></u>
<b>FUND: 2102 Co Clerk Rec Mgt &amp; Pres Fund</b>		
<b>Warrant #:</b> VW 00358174 <b>Payee Name:</b> TEXAS STATE LIBRARY AND ARCHIVES		
206105 031212	2102114020 - 5495100 County Clerk Records Mangement - Education	120.00
<b>Warrant Total:</b>		<u>120.00</u>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>FUND 2102 TOTAL:</b>		<b>120.00</b>
 <b>FUND: 2131 DA Seized Funds Afte Aft 10/89</b>		
<b>Warrant #:</b> VW 00358038	<b>Payee Name:</b> HAYNES, BRENT	
6/13-15/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	184.99
<b>Warrant Total:</b>		<b>184.99</b>
<b>FUND 2131 TOTAL:</b>		<b>184.99</b>
 <b>FUND: 2205 Courthouse Security Fund</b>		
<b>Warrant #:</b> VW 00358018	<b>Payee Name:</b> G & K SERVICES	
1030110170	2205295100 - 5312101 Courthouse Security - Uniform Expense	18.75
<b>Warrant Total:</b>		<b>18.75</b>
<b>FUND 2205 TOTAL:</b>		<b>18.75</b>
 <b>FUND: 2211 Law Library</b>		
<b>Warrant #:</b> VW 00358190	<b>Payee Name:</b> WEST PUBLISHING CORPORATION	
825202312	2211129100 - 5317000 Law Library - Books & Periodicals	9,390.52
<b>Warrant Total:</b>		<b>9,390.52</b>
<b>FUND 2211 TOTAL:</b>		<b>9,390.52</b>
 <b>FUND: 2212 Mediation Services Prog Fund</b>		
<b>Warrant #:</b> VW 00357935	<b>Payee Name:</b> AMERSON, RODGER DAN	
09FD2045 070512	2212125300 - 5432011 Mediation Services - Mediation Services	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #:</b> VW 00358057	<b>Payee Name:</b> JONES, STACEY LEE	
12FD0624 070612	2212125300 - 5432011 Mediation Services - Mediation Services	200.00
<b>Warrant Total:</b>		<b>200.00</b>
<b>Warrant #:</b> VW 00358063	<b>Payee Name:</b> KILGORE, JEFFREY A	
12CP0044 070212	2212125300 - 5432011 Mediation Services - Mediation Services	400.00
<b>Warrant Total:</b>		<b>400.00</b>
<b>FUND 2212 TOTAL:</b>		<b>700.00</b>
 <b>FUND: 2220 Adult Probation Fund</b>		
<b>Warrant #:</b> VW 00357933	<b>Payee Name:</b> ALZAFARI, ERIC	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	162.62
<b>Warrant Total:</b>		<b>162.62</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>Warrant # VW 00357938</b>	<b>Payee Name: BANE, JANIS</b>	
7/11-12/12 TRVL	2220255100 - 5496100 Adult Probation - Travel and Education	373.44
	<b>Warrant Total:</b>	<u>373.44</u>
<b>Warrant #: VW 00357947</b>	<b>Payee Name: BELL, PAULA</b>	
MAY-JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	95.15
	<b>Warrant Total:</b>	<u>95.15</u>
<b>Warrant #: VW 00357981</b>	<b>Payee Name: CLARK, GREGORY W.</b>	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	174.83
	<b>Warrant Total:</b>	<u>174.83</u>
<b>Warrant #: VW 00357997</b>	<b>Payee Name: DICKEY, ROCHELL</b>	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	166.50
	<b>Warrant Total:</b>	<u>166.50</u>
<b>Warrant #: VW 00357998</b>	<b>Payee Name: DICKEY, WILLIAM SHANE</b>	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	113.22
	<b>Warrant Total:</b>	<u>113.22</u>
<b>Warrant #: VW 00358051</b>	<b>Payee Name: J2 LABORATORIES INC</b>	
50369	2220255100 - 5481000 Adult Probation - Contract Service	280.00
	<b>Warrant Total:</b>	<u>280.00</u>
<b>Warrant #: VW 00358058</b>	<b>Payee Name: JP MORGAN CHASE</b>	
JULY 2012 STMT	2220000000 - 1801183 Adult Probation Fund - P Card #6479	105.40
	<b>Warrant Total:</b>	<u>105.40</u>
<b>Warrant #: VW 00358059</b>	<b>Payee Name: JUAREZ, JENNIFER</b>	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	184.26
	<b>Warrant Total:</b>	<u>184.26</u>
<b>Warrant #: VW 00358102</b>	<b>Payee Name: MCNAIR, COREY</b>	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	81.03
	<b>Warrant Total:</b>	<u>81.03</u>
<b>Warrant #: VW 00358118</b>	<b>Payee Name: OLALEKAN, JAMES</b>	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	87.14
	<b>Warrant Total:</b>	<u>87.14</u>
<b>Warrant #: VW 00358141</b>	<b>Payee Name: ROSEMON, VANESSA R</b>	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	186.48
	<b>Warrant Total:</b>	<u>186.48</u>
<b>Warrant #: VW 00358152</b>	<b>Payee Name: SKUFCA, RICHARD</b>	
JUN 2012 MLG	2220255100 - 5496301 Adult Probation - Auto Mileage	61.05
	<b>Warrant Total:</b>	<u>61.05</u>
<b>Warrant #: VW 00358179</b>	<b>Payee Name: THOMPSON, SHELLY</b>	
JUN 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	84.36
	<b>Warrant Total:</b>	<u>84.36</u>

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Invoice Number	Account Info	Amount
<b>FUND 2220 TOTAL:</b>		<b>2,155.48</b>
<b>FUND: 2230 Juvenile Justice Fund</b>		
<b>Warrant #: VW 00357924 Payee Name: ABL MANAGEMENT INC</b>		
195884	2230256118 - 5481199 Detention - Food Service Contract	2,264.81
195884	2230256119 - 5481199 Post Program - Food Service Contract	692.65
<b>Warrant Total:</b>		<b>2,957.46</b>
<b>Warrant #: VW 00357955 Payee Name: BOB BARKER CO INC</b>		
WEB000226395	2230256118 - 5313100 Detention - Cleaning & Household Supplies	492.15
<b>Warrant Total:</b>		<b>492.15</b>
<b>Warrant #: VW 00357960 Payee Name: BOYD PHD, JENINE COLLINS</b>		
07142012	2230256100 - 5412114 Juvenile Justice - Psychological Evaluations/Cert	1,125.00
<b>Warrant Total:</b>		<b>1,125.00</b>
<b>Warrant #: VW 00358015 Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON</b>		
34919724	2230256105 - 5423112 Juv Justice - Administration - Auto Credit Card Exp	163.29
<b>Warrant Total:</b>		<b>163.29</b>
<b>Warrant #: VW 00358034 Payee Name: GULF COAST CENTURY</b>		
84309	2230256100 - 5310000 Juvenile Justice - Supplies and Materials	507.20
<b>Warrant Total:</b>		<b>507.20</b>
<b>Warrant #: VW 00358037 Payee Name: HARDY, COREY L</b>		
7/16/12 MLS	2230256118 - 5496150 Detention - Transportation	23.00
<b>Warrant Total:</b>		<b>23.00</b>
<b>Warrant #: VW 00358054 Payee Name: JOHNSON, RODRICK</b>		
JUL 18 2012 MEAL	2230256105 - 5496100 Juv Justice - Administration - Travel and Education	23.00
<b>Warrant Total:</b>		<b>23.00</b>
<b>Warrant #: VW 00358058 Payee Name: JP MORGAN CHASE</b>		
JULY 2012 STMT	2230000000 - 1801040 Juvenile Justice Fund - P Ctd #8253	861.03
<b>Warrant Total:</b>		<b>861.03</b>
<b>Warrant #: VW 00358064 Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>		
2192	2230256118 - 5313100 Detention - Cleaning & Household Supplies	833.75
<b>Warrant Total:</b>		<b>833.75</b>
<b>Warrant #: VW 00358143 Payee Name: RUSCELLI, VINCENT</b>		
7/9/12	2230256105 - 5412114 Juv Justice - Administration - Psychological Evaluations/	200.00
<b>Warrant Total:</b>		<b>200.00</b>
<b>Warrant #: VW 00358187 Payee Name: UTMB</b>		
22 63012	2230256118 - 5481000 Detention - Contract Service	16,500.09
<b>Warrant Total:</b>		<b>16,500.09</b>
<b>Warrant #: VW 00358191 Payee Name: WILLINGHAM, GARY</b>		
DET SUMMER SCHOQ	2230256118 - 5481000 Detention - Contract Service	864.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
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**Warrant Total:** 864.00

**FUND 2230 TOTAL:** 24,549.97

**FUND: 2240 Sheriff's Commissary Fund**

**Warrant #: VW 00358058**

**Payee Name: JP MORGAN CHASE**

JULY 2012 STMT	2240000000 - 1801114	Sheriff Commissary Fund - P Card #0419	1,298 67
JULY 2012 STMT	2240000000 - 1801175	Sheriff Commissary Fund - P Card #0065	16,343 75

**Warrant Total:** 17,642.42

**FUND 2240 TOTAL:** 17,642.42

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

**Warrant #: VW 00358023**

**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**

329516	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
329517	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
329518	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
JUL 2012 DRAW	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	600 00
JUN 2012 DRAW	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	900 00

**Warrant Total:** 2,400.00

**FUND 2242 TOTAL:** 2,400.00

**FUND: 2301 Road & Bridge Fund**

**Warrant #: VW 00000449**

**Payee Name: KEYWORTHS HARDWARE INC**

000145243	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	20 16
000147018	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	4 50
000147067	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	17 47

**Warrant Total:** 42.13

**Warrant #: VW 00357931**

**Payee Name: ALLIGARE LLC**

18574	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	413 35
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**Warrant Total:** 413.35

**Warrant #: VW 00357932**

**Payee Name: ALWAYS SAFETY AND 1ST AID INC**

29383	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	194 90
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**Warrant Total:** 194.90

**Warrant #: VW 00357937**

**Payee Name: B & B ICE INC**

4037829	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
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**Warrant Total:** 50.00

**Warrant #: VW 00357942**

**Payee Name: BAY OIL CO CORP**

199868	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,731 94
20087400	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	2,557 43

**Warrant Total:** 13,289.37

# Galveston County, Texas

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357944                      Payee Name: BAYGAS INC</b>		
9814	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	66.20
<b>Warrant Total:</b>		<b>66.20</b>
<b>Warrant #: VW 00357949                      Payee Name: BETA TECHNOLOGY INC</b>		
572401	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	225.44
<b>Warrant Total:</b>		<b>225.44</b>
<b>Warrant #: VW 00357962                      Payee Name: BROOKSIDE EQUIP SALES INC</b>		
IL34273	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	294.80
IL34273A	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	2.60
IL34371	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	104.89
IL34430	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	74.98
IL34456	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	370.50
IL34671	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	205.81
<b>Warrant Total:</b>		<b>1,053.58</b>
<b>Warrant #: VW 00357974                      Payee Name: CENTURY ASPHALT LTD</b>		
165809	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	9,907.86
<b>Warrant Total:</b>		<b>9,907.86</b>
<b>Warrant #: VW 00357977                      Payee Name: CHERRY CRUSHED CONCRETE</b>		
1018876	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,177.77
<b>Warrant Total:</b>		<b>3,177.77</b>
<b>Warrant #: VW 00358018                      Payee Name: G &amp; K SERVICES</b>		
1030112424	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	36.06
<b>Warrant Total:</b>		<b>36.06</b>
<b>Warrant #: VW 00358021                      Payee Name: GALVESTON COUNTY EMERGENCY</b>		
20120105	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	162.00
<b>Warrant Total:</b>		<b>162.00</b>
<b>Warrant #: VW 00358042                      Payee Name: HI-WAY EQUIPMENT COMPANY LLC</b>		
H38746 05/30/12	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,346.16
H40082	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	15.12
H40282	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,011.71
<b>Warrant Total:</b>		<b>2,372.99</b>
<b>Warrant #: VW 00358043                      Payee Name: HOME DEPOT</b>		
1011120	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	59.26
1142926	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	102.34
<b>Warrant Total:</b>		<b>161.60</b>
<b>Warrant #: VW 00358058                      Payee Name: JP MORGAN CHASE</b>		
JULY 2012 STMT	2301000000 - 1802002 Road and Bridge Fund - P Crd #9522	3,946.65
JULY 2012 STMT	2301000000 - 1802004 Road and Bridge Fund - P Crd #7301	110.76
<b>Warrant Total:</b>		<b>4,057.41</b>
<b>Warrant #: VW 00358071                      Payee Name: LANSDOWNE MOODY CO LP</b>		
IW71253	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,206.85

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>1,206.85</b>
<b>Warrant #: VW 00358082                      Payee Name: LIBERTY EQUIPMENT SALES INC</b>		
220491	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	355 00
<b>Warrant Total:</b>		<b>355.00</b>
<b>Warrant #: VW 00358083                      Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>		
185686	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14 50
<b>Warrant Total:</b>		<b>14.50</b>
<b>Warrant #: VW 00358103                      Payee Name: MCREE FORD INC</b>		
367956	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	116 00
368094	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	7 96
368191	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	832 24
368279	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	56 90
368332	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	165 74
<b>Warrant Total:</b>		<b>1,178 84</b>
<b>Warrant #: VW 00358108                      Payee Name: MUSTANG RENTAL SERVICES INC</b>		
01107516	2301312120 - 5426100 FM & Lateral Road - Equipment Rental/Lease	5,690 63
<b>Warrant Total:</b>		<b>5,690.63</b>
<b>Warrant #: VW 00358128                      Payee Name: PAT'S DEMOLITION AND DEBRIS REMOVAL</b>		
00030099	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	136 00
<b>Warrant Total:</b>		<b>136.00</b>
<b>Warrant #: VW 00358132                      Payee Name: PENINSULA SANITATION SERVICE INC</b>		
47517	2301312120 - 5421411 FM & Lateral Road - Garbage/Landfill Services	75 00
<b>Warrant Total:</b>		<b>75.00</b>
<b>Warrant #: VW 00358140                      Payee Name: ROMCO INC</b>		
11050518	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	2,022 20
<b>Warrant Total:</b>		<b>2,022.20</b>
<b>Warrant #: VW 00358145                      Payee Name: SANTA FE AUTO PARTS INC</b>		
95548	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	4 03
95658	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	16 99
95794	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	103 49
95848	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	9 78
96101	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	6 12
96157	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	26.13
96293	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	125 00
96487	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	262 00
96569	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	162 50
96580	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	20 65
96615	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	24 50
96634	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	262 00
96707	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	145 93
96909	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	12 32
96930	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	12 76
97160	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	432 67
97176	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	272 74

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Invoice Number	Account Info	Amount
		<b>Warrant Total:</b>
		<u>1,899.61</u>
<b>Warrant #: VW 00358148</b>	<b>Payee Name: SEASIDE ENTERPRISES INC</b>	
216330	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	7.70
		<b>Warrant Total:</b>
		<u>7.70</u>
<b>Warrant #: VW 00358153</b>	<b>Payee Name: SNIDER TIRE INC</b>	
4496178	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,288.88
		<b>Warrant Total:</b>
		<u>1,288.88</u>
<b>Warrant #: VW 00358155</b>	<b>Payee Name: SOUTHWEST T &amp; I INC</b>	
2366	2301312110 - 5481000 Administration - Contract Service	649.60
		<b>Warrant Total:</b>
		<u>649.60</u>
<b>Warrant #: VW 00358162</b>	<b>Payee Name: SUN COAST RESOURCES INC</b>	
91366616	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	10,348.80
		<b>Warrant Total:</b>
		<u>10,348.80</u>
<b>FUND 2301 TOTAL:</b>		<u><b>60,084.27</b></u>
 <b>FUND: 2370 Flood Control Fund</b>		
<b>Warrant #: VW 00357962</b>	<b>Payee Name: BROOKSIDE EQUIP SALES INC</b>	
IL32724	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	107.56
IL35022	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	99.16
		<b>Warrant Total:</b>
		<u>206.72</u>
<b>Warrant #: VW 00357992</b>	<b>Payee Name: DEPARTMENT OF THE INTERIOR</b>	
90105000	2370296121 - 5481000 Seawall Maintenance - Contract Service	6,317.50
		<b>Warrant Total:</b>
		<u>6,317.50</u>
<b>Warrant #: VW 00358145</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
95441	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	163.32
95534	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	4.58
96714	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	79.90
		<b>Warrant Total:</b>
		<u>247.80</u>
<b>Warrant #: VW 00358147</b>	<b>Payee Name: SEABREEZE CULVERT INC</b>	
35767	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	98.50
		<b>Warrant Total:</b>
		<u>98.50</u>
<b>Warrant #: VW 00358151</b>	<b>Payee Name: SHERWIN WILLIAMS PAINT CORP</b>	
81634	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	302.20
		<b>Warrant Total:</b>
		<u>302.20</u>
<b>Warrant #: VW 00358154</b>	<b>Payee Name: SOUTH HOUSTON CONCRETE PIPE INC</b>	
136018	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	300.00
		<b>Warrant Total:</b>
		<u>300.00</u>
<b>Warrant #: VW 00358168</b>	<b>Payee Name: TENNILLE INC</b>	
65743	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	598.00

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>598.00</b>
<b>FUND 2370 TOTAL:</b>		<b>8,070.72</b>
 <b>FUND: 2410 Mosquito Control District Fund</b>		
<b>Warrant #:</b> VW 00357927	<b>Payee Name:</b> ADAPCO INC	
89424	2410411100 - 5313301 Mosquito Control District - Insecticides	40,053.60
<b>Warrant Total:</b>		<b>40,053.60</b>
<b>Warrant #:</b> VW 00358020	<b>Payee Name:</b> GALVESTON BATTERY AND ELECTRIC INC	
59847	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	78.00
<b>Warrant Total:</b>		<b>78.00</b>
<b>Warrant #:</b> VW 00358058	<b>Payee Name:</b> JP MORGAN CHASE	
JULY 2012 STMT	2410000000 - 1803007 Mosquito Control District - P Card #3257	333.32
<b>Warrant Total:</b>		<b>333.32</b>
<b>Warrant #:</b> VW 00358180	<b>Payee Name:</b> TIBALDOS FEED AND SUPPLY	
389907	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	78.00
<b>Warrant Total:</b>		<b>78.00</b>
<b>Warrant #:</b> VW 00358185	<b>Payee Name:</b> UNIVAR USA	
HS762025	2410411100 - 5313301 Mosquito Control District - Insecticides	24,456.00
<b>Warrant Total:</b>		<b>24,456.00</b>
<b>FUND 2410 TOTAL:</b>		<b>64,998.92</b>
 <b>FUND: 2501 Child Welfare Fund</b>		
<b>Warrant #:</b> VW 00358046	<b>Payee Name:</b> J C PENNEY INC	
32351 080312	2501443300 - 5312100 Child Welfare - Clothing Expense	1,070.00
<b>Warrant Total:</b>		<b>1,070.00</b>
<b>Warrant #:</b> VW 00358142	<b>Payee Name:</b> ROSS	
18349	2501443300 - 5312100 Child Welfare - Clothing Expense	80.00
<b>Warrant Total:</b>		<b>80.00</b>
<b>Warrant #:</b> VW 00358187	<b>Payee Name:</b> UTMB	
45	2501443300 - 5412133 Child Welfare - Physicians Assistant	4,657.00
<b>Warrant Total:</b>		<b>4,657.00</b>
<b>FUND 2501 TOTAL:</b>		<b>5,807.00</b>
 <b>FUND: 2816 Low Inc Rpr,Retfit,Acc Veh Rpl</b>		
<b>Warrant #:</b> VW 00358045	<b>Payee Name:</b> HOUSTON GALVESTON AREA COUNCIL	
TCEQ2012	2816000000 - 2270100 LIRAP - Due to HGAC	125,815.00
<b>Warrant Total:</b>		<b>125,815.00</b>

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Invoice Number	Account Info	Amount
<b>FUND 2816 TOTAL:</b>		<b>125,815.00</b>
 <b>FUND: 2824 Adult Probation Community</b>		
<b>Warrant #:</b> VW 00357928	<b>Payee Name:</b> ADULT PSYCHIATRIC CLINIC	
JUN 2012	2824255136 - 5481000 Sex Offender Supervision - Contract Service	2,850 00
MAY 2012	2824255136 - 5481000 Sex Offender Supervision - Contract Service	2,690 00
<b>Warrant Total:</b>		<b>5,540.00</b>
<b>Warrant #:</b> VW 00358032	<b>Payee Name:</b> GULF COAST CENTER	
G1070	2824255110 - 5481000 Special Substance Abuse - Contract Service	50 00
<b>Warrant Total:</b>		<b>50.00</b>
<b>Warrant #:</b> VW 00358067	<b>Payee Name:</b> KLYNG, KERRY	
JUN 2012 MLG	2824255136 - 5496301 Sex Offender Supervision - Auto Mileage	131 54
<b>Warrant Total:</b>		<b>131.54</b>
<b>Warrant #:</b> VW 00358105	<b>Payee Name:</b> MILLER, JARVIS	
JUN 2012 MLG	2824255110 - 5496301 Special Substance Abuse - Auto Mileage	63 83
<b>Warrant Total:</b>		<b>63.83</b>
<b>Warrant #:</b> VW 00358125	<b>Payee Name:</b> ORDAZ, WILLIAM	
JUN 2012 MLG	2824255136 - 5496301 Sex Offender Supervision - Auto Mileage	220 89
<b>Warrant Total:</b>		<b>220.89</b>
<b>FUND 2824 TOTAL:</b>		<b>6,006.26</b>
 <b>FUND: 2825 Galv Cnty Adult Drug Court Pgm</b>		
<b>Warrant #:</b> VW 00357987	<b>Payee Name:</b> D'AMBRA, LINDA	
6/7-12/12 TRVL	2825255117 - 5496100 Galv Cnty Adult Drug Court Pgm - Travel and Education	185 82
<b>Warrant Total:</b>		<b>185.82</b>
<b>FUND 2825 TOTAL:</b>		<b>185.82</b>
 <b>FUND: 2841 Juvenile Probation-State Aid</b>		
<b>Warrant #:</b> VW 00358007	<b>Payee Name:</b> DUNAWAY, LORI	
JUNE 2012	2841256110 - 5436107 State Aid Grant A - Outpatient Counseling	1,160 00
<b>Warrant Total:</b>		<b>1,160.00</b>
<b>Warrant #:</b> VW 00358035	<b>Payee Name:</b> GULF COAST TRADES CENTER	
5712	2841256110 - 5441101 State Aid Grant A - Residential Services	11,856 15
<b>Warrant Total:</b>		<b>11,856.15</b>
<b>Warrant #:</b> VW 00358130	<b>Payee Name:</b> PEGASUS SCHOOLS INC	
9575	2841256110 - 5441101 State Aid Grant A - Residential Services	11,679 01
RMB FOR CLOTHING	2841256110 - 5312100 State Aid Grant A - Clothing Expense	900 00
<b>Warrant Total:</b>		<b>12,579.01</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00358150</b>		
	<b>Payee Name: SHELTERING HARBOUR</b>	
CLOTHING PINES	2841256110 - 5312100 State Aid Grant A - Clothing Expense	300 00
JUN 2012 RESID	2841256110 - 5441101 State Aid Grant A - Residential Services	2,915 26
	<b>Warrant Total:</b>	<b>3,215.26</b>
<b>Warrant #: VW 00358165</b>		
	<b>Payee Name: TARRANT COUNTY ASSOCIATION FOR THE</b>	
IV12049	2841256110 - 5412301 State Aid Grant A - Drug Screening	1,350 00
	<b>Warrant Total:</b>	<b>1,350.00</b>
<b>FUND 2841 TOTAL:</b>		
<b>30,160.42</b>		
<b>FUND: 2864 Auto Crimes Task Force Grant</b>		
<b>Warrant #: VW 00357936</b>		
	<b>Payee Name: AT&amp;T MOBILITY</b>	
2870246075050712	2864211126 - 5492100 Auto Crime Task Force - Wireless MCT Service	56 47
	<b>Warrant Total:</b>	<b>56.47</b>
<b>Warrant #: VW 00358058</b>		
	<b>Payee Name: JP MORGAN CHASE</b>	
JULY 2012 STMT	2864000000 - 1801055 Galv Co Auto Crimes Task Force - P Crd #4408	112 66
JULY 2012 STMT	2864000000 - 1801059 Galv Co Auto Crimes Task Force - P Crd #3622	493 43
JULY 2012 STMT	2864000000 - 1801060 Galv Co Auto Crimes Task Force - P Crd #4067	85 02
JULY 2012 STMT	2864000000 - 1801061 Galv Co Auto Crimes Task Force - P Crd #4034	500 74
JULY 2012 STMT	2864000000 - 1801150 Galv Co Auto Crimes Task Force - P Card #7753	141 37
JULY 2012 STMT	2864000000 - 1801151 Galv Co Auto Crimes Task Force - P Card #7787	487 94
	<b>Warrant Total:</b>	<b>1,821.16</b>
<b>Warrant #: VW 00358183</b>		
	<b>Payee Name: TREASURE ISLAND TROPHIES</b>	
47341	2864211126 - 5310001 Auto Crime Task Force - Depart Supplies-Non Cap FFE	55 00
	<b>Warrant Total:</b>	<b>55.00</b>
<b>FUND 2864 TOTAL:</b>		
<b>1,932.63</b>		
<b>FUND: 2914 CDBG Housing Program</b>		
<b>Warrant #: VW 00357952</b>		
	<b>Payee Name: BGB INTERESTS LP</b>	
10825RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,775 94
116864	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-832 31
116864	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	8,323 05
	<b>Warrant Total:</b>	<b>18,266.68</b>
<b>Warrant #: VW 00357963</b>		
	<b>Payee Name: BURGLI HOMES PROMENADE HOMES JV</b>	
1151610R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,243 10
12848100	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,620 20
12848100	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	36,202 10
	<b>Warrant Total:</b>	<b>44,825.00</b>
<b>Warrant #: VW 00357964</b>		
	<b>Payee Name: BURGLI HOMES PROMENADE HOMES JV</b>	
1285010R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,436 08
	<b>Warrant Total:</b>	<b>11,436 08</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357966</b>		
<b>Payee Name: BYRDSON SERVICES LLC</b>		
384 FINAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-799 90
384 FINAL	2914152530 - 5519040 Clearance, Demolition, Removl - Clearance, Demol, Remvl C	7,999 00
<b>Warrant Total:</b>		<b>7,199.10</b>
<b>Warrant #: VW 00358047</b>		
<b>Payee Name: J W KELSO COMPANY INC</b>		
213708	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	6,087 80
313132	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,822 71
313132	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	38,227 17
313742	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,259 59
313742	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	42,596 00
313748	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,705 39
313748	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	37,053 90
413453	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,898 78
413622	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,744 71
413657	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,767 50
<b>Warrant Total:</b>		<b>147,588.17</b>
<b>Warrant #: VW 00358048</b>		
<b>Payee Name: J W KELSO COMPANY INC</b>		
313119	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,557 16
313119	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	55,571 59
313312	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,938 67
313312	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	59,386 70
313487	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,393 60
313487	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	43,936 07
313663	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,247 12
313663	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	42,471 25
313680	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,725 62
313680	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	37,256 18
313682	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,245 12
313682	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	32,451 27
313885	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,073 20
313885	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	40,732 03
313890	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,877 71
313890	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	38,777 11
413695	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,423 70
<b>Warrant Total:</b>		<b>325,947.70</b>
<b>Warrant #: VW 00358050</b>		
<b>Payee Name: J.C. CANTERA HOMES INC</b>		
RETAINAGE 07/12	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	4,453 55
<b>Warrant Total:</b>		<b>4,453.55</b>
<b>Warrant #: VW 00358052</b>		
<b>Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC</b>		
23499 071112	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,012 00
23550A 062812	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,867 98
23562 062812	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,206 00
23581 062912	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,002 00
23594	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,066 00
23627 071912	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,214 00
23628 071612	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,105 00
23629 070912	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,064 00
23636 071912	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,638 00
23639 071912	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,044 00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
23641 072012	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	925 00
23641A 072012	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	896 00
23652	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,142 00
23660 072012	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,198 00
23666 072012	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,672 69
<b>Warrant Total:</b>		<b>21,052.67</b>
<b>Warrant #: VW 00358058</b>	<b>Payee Name: JP MORGAN CHASE</b>	
JULY 2012 STMT	2914000000 - 1800127 CDBG Housing Program - P Card #5212	250 11
<b>Warrant Total:</b>		<b>250.11</b>
<b>Warrant #: VW 00358113</b>	<b>Payee Name: NORMAN INSURANCE AGENCY</b>	
1234	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,984 00
1235	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,984 00
<b>Warrant Total:</b>		<b>3,968.00</b>
<b>Warrant #: VW 00358124</b>	<b>Payee Name: ONE 80 LONESTAR LLC</b>	
2 CROWDER	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,026 53
2 CROWDER	2914152511 - 5519010 Ownr-Occupied Rehab - Contractor - Construction	50,265 27
3 RTNG	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	7,656 09
<b>Warrant Total:</b>		<b>52,894.83</b>
<b>Warrant #: VW 00358161</b>	<b>Payee Name: SULLIVAN LAND SERVICES LTD</b>	
2012058	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-13,010 60
2012058	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	130,105 95
2012073	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-11,802 18
2012073	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	118,021 75
2012079	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-11,431 39
2012079	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	114,313 91
2012573	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,509 22
2012574	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,896 05
2012590	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,580 46
2012590	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	45,804 64
2012593	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,849 09
2012593	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	38,490 92
2012604	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,076 33
2012605	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,863 40
2012613	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,259 55
2012613	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	42,595 45
2012700	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,655 97
2012700	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	76,559 73
2012701	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,655 97
2012701	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	76,559 73
2012703	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,655 97
2012703	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	76,559 73
2012704	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-8,194.43
2012704	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	81,953 23
2012705	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-63 00
2012705	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	0 00
2012720	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	5,999 40
2012731	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,129 83
2012733	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-10,305 08
2012733	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	103,050 75

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
2012734	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,741 33
2012742	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,970 09
2012742	2914152551 - 5519010 Rnir-Occupied Reconstruction - Contractor - Construction	59,700 86
2012804	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,359 46
<b>Warrant Total:</b>		<b>955,857.89</b>
<b>Warrant #: VW 00358167</b>	<b>Payee Name:TEGRITY HOMES LLC</b>	
12766 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,206 84
<b>Warrant Total:</b>		<b>12,206.84</b>
<b>FUND 2914 TOTAL:</b>		<b>1,605,946.62</b>
<b>FUND: 2915 CDBG Infrastructure Program</b>		
<b>Warrant #: VW 00358157</b>	<b>Payee Name:STERLING STRUCTURES, INC</b>	
6 063012	2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-15,571 11
6 063012	2915242100 - 5481000 Crystal Beach Fire and EMS Sta - Contract Service	311,422 19
<b>Warrant Total:</b>		<b>295,851.08</b>
<b>FUND 2915 TOTAL:</b>		<b>295,851.08</b>
<b>FUND: 2992 Severe Repetitive Loss Grant</b>		
<b>Warrant #: VW 00357946</b>	<b>Payee Name:BECK DISASTER RECOVERY INC</b>	
0002157973	2992299000 - 5481000 Administration - Contract Service	28,117 82
<b>Warrant Total:</b>		<b>28,117.82</b>
<b>FUND 2992 TOTAL:</b>		<b>28,117.82</b>
<b>FUND: 2994 Disaster Recovery - Ike</b>		
<b>Warrant #: VW 00000448</b>	<b>Payee Name:GALVESTON NEWSPAPERS INC</b>	
300777286	2994299407 - 5481000 Alternate Projects - Contract Service	422 60
<b>Warrant Total:</b>		<b>422.60</b>
<b>Warrant #: VW 00357945</b>	<b>Payee Name:BECK DISASTER RECOVERY INC</b>	
0109116	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	135 00
<b>Warrant Total:</b>		<b>135.00</b>
<b>Warrant #: VW 00357946</b>	<b>Payee Name:BECK DISASTER RECOVERY INC</b>	
0107804	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	415 00
0109156	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	135 00
0111739	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	292 50
<b>Warrant Total:</b>		<b>842.50</b>
<b>Warrant #: VW 00357982</b>	<b>Payee Name:COBB FENDLEY &amp; ASSOCIATES</b>	
237827	2994299761 - 5481000 Ft Travis Roadway/Walkway - Contract Service	6,049 78
<b>Warrant Total:</b>		<b>6,049.78</b>
<b>Warrant #: VW 00358163</b>	<b>Payee Name:SWCA INC</b>	

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
12887	2994299761 - 5481000 Ft Travis Roadway/Walkway - Contract Service	312.09
	<b>Warrant Total:</b>	<b>312.09</b>
<b>FUND 2994 TOTAL:</b>		<b>7,761.97</b>
 <b>FUND: 3120 Limited Tax Cnty Bldg Bds Sr09</b>		
<b>Warrant #:</b> VW 00357925	<b>Payee Name:</b> ABM JANITORIAL SERVICES - SOUTH CENTRAL	
4091894	3120179331 - 5722903 Animal Resource Center - Owners Contingency	840.00
	<b>Warrant Total:</b>	<b>840.00</b>
<b>Warrant #:</b> VW 00357993	<b>Payee Name:</b> DESIGN-BUILD SOLUTIONS INC	
6 RETAINAGE	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	110,724.75
	<b>Warrant Total:</b>	<b>110,724.75</b>
<b>Warrant #:</b> VW 00358048	<b>Payee Name:</b> J W KELSO COMPANY INC	
205015D	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-3,258.20
205015D	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	65,163.96
	<b>Warrant Total:</b>	<b>61,905.76</b>
<b>Warrant #:</b> VW 00358049	<b>Payee Name:</b> J W KELSO COMPANY INC	
205 RETC	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	18,710.70
	<b>Warrant Total:</b>	<b>18,710.70</b>
<b>Warrant #:</b> VW 00358106	<b>Payee Name:</b> MITCHELL CHUOKE PLUMBING CO	
9 FINAL	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-62.02
9 FINAL	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	1,240.45
	<b>Warrant Total:</b>	<b>1,178.43</b>
<b>Warrant #:</b> VW 00358129	<b>Payee Name:</b> PATTERSON DENTAL SUPPLY	
10 RETAINAGE	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-5,563.25
10 RETAINAGE	3120179135 - 5746010 Mid-County Annex - Capitalized Furn,Fix,& Equip	111,265.05
	<b>Warrant Total:</b>	<b>105,701.80</b>
<b>Warrant #:</b> VW 00358194	<b>Payee Name:</b> X-RAY EQUIPMENT COMPANY	
4048	3120179135 - 5728121 Mid-County Annex - Capital Const-Architect Fees	16,200.00
4049	3120179135 - 5728121 Mid-County Annex - Capital Const-Architect Fees	525.00
	<b>Warrant Total:</b>	<b>16,725.00</b>
<b>FUND 3120 TOTAL:</b>		<b>315,786.44</b>
 <b>FUND: 3312 Unltd Tax Road Bonds Sr 2009</b>		
<b>Warrant #:</b> VW 00357953	<b>Payee Name:</b> BINKLEY & BARFIELD INC	
17436	3312312111 - 5731119 Non-County Roads - FM 646-SH3/FM1764	75,980.06
17437	3312312111 - 5731133 Non-County Roads - Stewart Rd-Cove View to 7mi	13,934.97
	<b>Warrant Total:</b>	<b>89,915.03</b>
<b>Warrant #:</b> VW 00358090	<b>Payee Name:</b> LJA ENGINEERING & SURVEYING INC	
20123027	3312312111 - 5731162 Non-County Roads - City Streets - Kemah	3,000.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>3,000.00</b>
<b>Warrant #: VW 00358136</b>	<b>Payee Name: R W LUCAS CONSTRUCTION LLC</b>	
4 063012	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-22,307 62
4 063012	3312312111 - 5731132 Non-County Roads - Stewart Rd-75th to Cove View	446,152 49
<b>Warrant Total:</b>		<b>423,844.87</b>
<b>FUND 3312 TOTAL:</b>		<b>516,759.90</b>
<b>FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins</b>		
<b>Warrant #: VW 00357943</b>	<b>Payee Name: BAY PARK VENTURE I LTD</b>	
ARI1200060	6123155021 - 5481000 Group Insurance - Contract Service	4,986 00
<b>Warrant Total:</b>		<b>4,986.00</b>
<b>Warrant #: VW 00357969</b>	<b>Payee Name: CAREHERE LLC</b>	
7884	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	16,175 92
<b>Warrant Total:</b>		<b>16,175.92</b>
<b>Warrant #: VW 00358080</b>	<b>Payee Name: LEOPOLD, WILLIAM E</b>	
ARI1200061	6123155021 - 5481000 Group Insurance - Contract Service	2,975 00
<b>Warrant Total:</b>		<b>2,975.00</b>
<b>FUND 6123 TOTAL:</b>		<b>24,136.92</b>
<b>FUND: 7605 Escrow Fund</b>		
<b>Warrant #: VW 00357950</b>	<b>Payee Name: BETTISON DOYLE APFFEL &amp; GUARINO PC</b>	
SHRF SL 070312	7605000000 - 2495897 Escrow Fund - TX SL 07TX0844	500 00
SHRF SL 070312	7605000000 - 2495898 Escrow Fund - TX SL 09TX0271	500 00
<b>Warrant Total:</b>		<b>1,000.00</b>
<b>Warrant #: VW 00358027</b>	<b>Payee Name: GLENN, DORYN DANNER</b>	
CRT CST SS070312	7605000000 - 2495896 Escrow Fund - TX SL 06TX1064	1,041 00
CRT CST SS070312	7605000000 - 2495897 Escrow Fund - TX SL 07TX0844	1,313 00
CRT CST SS070312	7605000000 - 2495898 Escrow Fund - TX SL 09TX0271	1,170 00
CRT CST SS070312	7605000000 - 2495899 Escrow Fund - TX SL 09TX0607	607 00
CRT CST SS070312	7605000000 - 2495900 Escrow Fund - Delinq Tax Sale Various Causes	516 00
<b>Warrant Total:</b>		<b>4,647.00</b>
<b>Warrant #: VW 00358028</b>	<b>Payee Name: GLENN, DORYN DANNER</b>	
EX FNDS SS070312	7605000000 - 2495896 Escrow Fund - TX SL 06TX1064	195 70
EX FNDS SS070312	7605000000 - 2495897 Escrow Fund - TX SL 07TX0844	487 60
EX FNDS SS070312	7605000000 - 2495898 Escrow Fund - TX SL 09TX0271	31 03
EX FNDS SS070312	7605000000 - 2495899 Escrow Fund - TX SL 09TX0607	5,831 45
EX FNDS SS070312	7605000000 - 2495900 Escrow Fund - Delinq Tax Sale Various Causes	309 84
<b>Warrant Total:</b>		<b>6,855.62</b>
<b>Warrant #: VW 00358040</b>	<b>Payee Name: HEB GROCERY COMPANY, LP</b>	
316608 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	297 97

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<u>297.97</u>
<b>Warrant #: VW 00358053</b>	<b>Payee Name: JOHNSON, CHERYL</b>	
SHRF SL 070312	7605000000 - 2495896 Escrow Fund - TX SL 06TX1064	738 30
SHRF SL 070312	7605000000 - 2495897 Escrow Fund - TX SL 07TX0844	1,284 40
SHRF SL 070312	7605000000 - 2495898 Escrow Fund - TX SL 09TX0271	13,168 97
SHRF SL 070312	7605000000 - 2495899 Escrow Fund - TX SL 09TX0607	3,186 55
SHRF SL 070312	7605000000 - 2495900 Escrow Fund - Delinq Tax Sale Various Causes	<u>5,249 16</u>
<b>Warrant Total:</b>		<b>23,627.38</b>
<b>Warrant #: VW 00358069</b>	<b>Payee Name: KROGER CO, THE</b>	
316596 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	<u>62 81</u>
<b>Warrant Total:</b>		<b>62.81</b>
<b>Warrant #: VW 00358092</b>	<b>Payee Name: LYN WINGERT &amp; ASSOCIATES</b>	
SHRF SL 070312	7605000000 - 2495896 Escrow Fund - TX SL 06TX1064	250 00
SHRF SL 070312	7605000000 - 2495897 Escrow Fund - TX SL 07TX0844	250 00
SHRF SL 070312	7605000000 - 2495900 Escrow Fund - Delinq Tax Sale Various Causes	<u>250 00</u>
<b>Warrant Total:</b>		<b>750.00</b>
<b>Warrant #: VW 00358119</b>	<b>Payee Name: OMNI BASE SERVICES INC</b>	
APR-JUN12JP2FEES	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability	<u>12 00</u>
<b>Warrant Total:</b>		<b>12.00</b>
<b>Warrant #: VW 00358120</b>	<b>Payee Name: OMNI BASE SERVICES INC</b>	
APR-JUN12JP3FEES	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability	<u>1,069 91</u>
<b>Warrant Total:</b>		<b>1,069.91</b>
<b>Warrant #: VW 00358121</b>	<b>Payee Name: OMNI BASE SERVICES INC</b>	
APR-JUN12 JP5FEE	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability	<u>810 00</u>
<b>Warrant Total:</b>		<b>810.00</b>
<b>Warrant #: VW 00358122</b>	<b>Payee Name: OMNI BASE SERVICES INC</b>	
APR-JUN12JP6FEES	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability	<u>1,424 00</u>
<b>Warrant Total:</b>		<b>1,424.00</b>
<b>Warrant #: VW 00358123</b>	<b>Payee Name: OMNI BASE SERVICES INC</b>	
APR-JUN12JP81FEE	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability	<u>1,141 62</u>
<b>Warrant Total:</b>		<b>1,141.62</b>
<b>Warrant #: VW 00358133</b>	<b>Payee Name: PERDUE BRANDON FIELDER COLLINS &amp; MOTT</b>	
SHRF SL 070312	7605000000 - 2495898 Escrow Fund - TX SL 09TX0271	200 00
SHRF SL 070312	7605000000 - 2495899 Escrow Fund - TX SL 09TX0607	<u>200 00</u>
<b>Warrant Total:</b>		<b>400.00</b>
<b>Warrant #: VW 00358134</b>	<b>Payee Name: POOR, FREDDIE</b>	
SHRF SL 070312	7605000000 - 2495891 Escrow Fund - TX SL 05TX0120	675 00
SHRF SL 070312	7605000000 - 2495892 Escrow Fund - TX SL 06TX0250	675 00
SHRF SL 070312	7605000000 - 2495893 Escrow Fund - TX SL 06TX0696	675 00
SHRF SL 070312	7605000000 - 2495894 Escrow Fund - TX SL 08TX0125	675 00
SHRF SL 070312	7605000000 - 2495895 Escrow Fund - TX SL 10TX0862	<u>675 00</u>
<b>Warrant Total:</b>		<b>3,375.00</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00358156</b>	<b>Payee Name: STATE OF TEXAS</b>	
MAY 12 VICT COMP	7605000000 - 2476009 Escrow Fund - Daughters of Confed St Restor	<u>23.75</u>
	<b>Warrant Total:</b>	<b>23.75</b>
<b>Warrant #: VW 00358173</b>	<b>Payee Name: TEXAS PARKS AND WILDLIFE DEPT</b>	
JUN 12 JP6 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	<u>1,797.40</u>
	<b>Warrant Total:</b>	<b>1,797.40</b>
<b>Warrant #: VW 00358176</b>	<b>Payee Name: THE WILCOX LAW FIRM PLLC</b>	
SHRF SL 040312	7605000000 - 2495873 Escrow Fund - TX SL 05TX0500	<u>500.00</u>
	<b>Warrant Total:</b>	<b>500.00</b>
	<b>FUND 7605 TOTAL:</b>	<b><u>47,794.46</u></b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

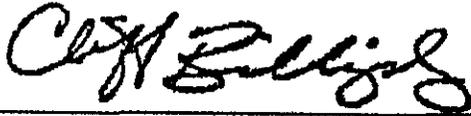
## Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	863,059 12
2101 Cnty Records Mgt & Preservatio	10,000 00
2102 Co Clerk Rec Mgt & Pres Fund	120 00
2131 DA Seized Funds Afte Aft 10/89	184 99
2205 Courthouse Security Fund	18 75
2211 Law Library	9,390 52
2212 Mediation Services Prog Fund	700 00
2220 Adult Probation Fund	2,155 48
2230 Juvenile Justice Fund	24,549 97
2240 Sheriff's Commissary Fund	17,642 42
2242 Sheriff's Seizure Aft 10/89	2,400 00
2301 Road & Bridge Fund	60,084 27
2370 Flood Control Fund	8,070 72
2410 Mosquito Control District Fund	64,998 92
2501 Child Welfare Fund	5,807 00
2816 Low Inc Rpr,Retfit,Acc Veh Rpl	125,815 00
2824 Adult Probation Community	6,006 26
2825 Galv Cnty Adult Drug Court Pgm	185 82
2841 Juvenile Probation-State Aid	30,160 42
2864 Auto Crimes Task Force Grant	1,932 63
2914 CDBG Housing Program	1,605,946 62
2915 CDBG Infrastructure Program	295,851 08
2992 Severe Repetitive Loss Grant	28,117 82
2994 Disaster Recovery - Ike	7,761.97
3120 Limited Tax Cnty Bldg Bds Sr09	315,786 44
3312 Unltd Tax Road Bonds Sr 2009	516,759 90
6123 Group,Wrks'Comp,Unemplmnt Ins	24,136 92
7605 Escrow Fund	47,794 46
<b>Grand Total:</b>	<b><u>4,075,437.50</u></b>

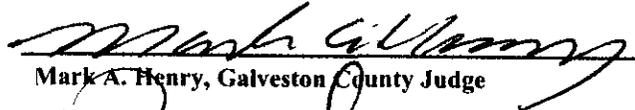
# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 07/24/2012

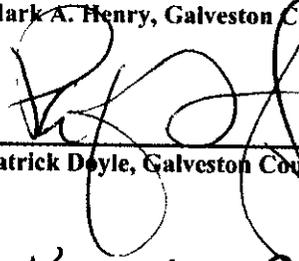
Approved Order to pay by Commissioners Court this day July 24 2012



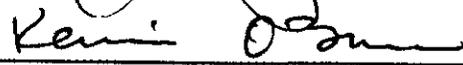
Cliff Billingsley, County Auditor



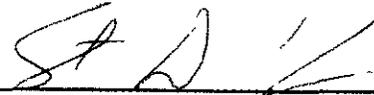
Mark A. Henry, Galveston County Judge



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

Absent

Kenneth Clark, Galveston County Commissioner, Pct 4

By: Brandy Chapman Deputy  
Brandy Chapman

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357923	702471	ABL MANAGEMENT INC	07/24/12	18,172.47	MM	OH	
A200357924	702471	ABL MANAGEMENT INC	07/24/12	39,727.14	MM	OH	
A200357925	713428	ABM JANITORIAL SERVICES - SOU	07/24/12	840.00	MM	OH	
A200357926	400871	ACTION PERSONNEL INC	07/24/12	6,173.36	MM	OH	
A200357927	405005	ADAPCO INC	07/24/12	40,053.60	MM	OH	
A200357928	432263	ADULT PSYCHIATRIC CLINIC	07/24/12	5,540.00	MM	OH	
A200357929	714493	ALCALA, CYNTHIA	07/24/12	304.15	MM	OH	
A200357930	709099	ALLIED FIRE PROTECTION LP	07/24/12	10,050.00	MM	OH	
A200357931	710243	ALLIGARE LLC	07/24/12	413.35	MM	OH	
A200357932	707451	ALWAYS SAFETY AND 1ST AID INC	07/24/12	194.90	MM	OH	
A200357933	714413	ALZAFARI, ERIC	07/24/12	162.62	MM	OH	
A200357934	709623	AMBIT ENERGY LP	07/24/12	372.06	MM	OH	
A200357935	702478	AMERSON, RODGER DAN	07/24/12	100.00	MM	OH	B7
A200357936	709784	AT&T MOBILITY	07/24/12	56.47	MM	OH	
A200357937	709331	B & B ICE INC	07/24/12	50.00	MM	OH	
A200357938	713672	BANE, JANIS	07/24/12	373.44	MM	OH	
A200357939	709910	BARNETT, STEPHANIE B	07/24/12	260.00	MM	OH	B7
A200357940	711225	BAY AREA MEALS ON WHEELS	07/24/12	1,000.00	MM	OH	
A200357941	704183	BAY COLONY APARTMENTS	07/24/12	100.00	MM	OH	
A200357942	021360	BAY OIL CO CORP	07/24/12	22,239.96	MM	OH	
A200357943	713883	BAY PARK VENTURE I LTD	07/24/12	4,986.00	MM	OH	
A200357944	026047	BAYGAS INC	07/24/12	66.20	MM	OH	
A200357945	710073	BECK DISASTER RECOVERY INC	07/24/12	135.00	MM	OH	
A200357946	710073	BECK DISASTER RECOVERY INC	07/24/12	28,960.32	MM	OH	
A200357947	712019	BELL, PAULA	07/24/12	95.15	MM	OH	
A200357948	401969	BENNETT, JAMES M	07/24/12	562.50	MM	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	Note
A200357949	406081	BETA TECHNOLOGY INC	07/24/12	225 44	MW	OH		
A200357950	704994	BETTISON DOYLE APFFEL & GUARI	07/24/12	1,618 75	MW	OH	B7	
A200357951	700686	BFI WASTE SERVICES OF TEXAS L	07/24/12	781 30	MW	OH		
A200357952	711795	BGB INTERESTS LP	07/24/12	18,266 68	MW	OH		
A200357953	711556	BINKLEY & BARFIELD INC	07/24/12	89,915 03	MW	OH		
A200357954	705535	BLEYL, AMY RUTH WILSON	07/24/12	325 00	MW	OH	B7	
A200357955	021303	BOB BARKER CO INC	07/24/12	492 15	MW	OH		
A200357956	712882	BOB J JOHNSON & ASSOCIATES	07/24/12	1,084 77	MW	OH		
A200357957	708995	BOLIVAR PENINSULA SPECIAL UTI	07/24/12	991 44	MW	OH		
A200357958	704349	BOORSTEIN, BARRY	07/24/12	471 25	MW	OH	B7	
A200357959	712520	BOUNCE ENERGY INC	07/24/12	100 00	MW	OH		
A200357960	710439	BOYD PHD, JENINE COLLINS	07/24/12	1,125 00	MW	OH		
A200357961	702559	BRIGGS, LYNETTE	07/24/12	279 50	MW	OH	B7	
A200357962	024240	BROOKSIDE EQUIP SALES INC	07/24/12	1,260 30	MW	OH		
A200357963	712308	BURGLI HOMES PROMENADE HOMES	07/24/12	44,825 00	MW	OH		
A200357964	712308	BURGLI HOMES PROMENADE HOMES	07/24/12	11,436 08	MW	OH		
A200357965	711036	BUZBEE PROPERTIES INC	07/24/12	2,770 36	MW	OH		
A200357966	711146	BYRDSON SERVICES LLC	07/24/12	7,199 10	MW	OH		
A200357967	707826	CALDWELL COUNTRY CHEVROLET	07/24/12	25,867 00	MW	OH		
A200357968	707826	CALDWELL COUNTRY CHEVROLET	07/24/12	53,930 00	MW	OH		
A200357969	708822	CAREHERE LLC	07/24/12	16,175 92	MW	OH		
A200357970	031047	CARMONA, FRANK	07/24/12	2,692 30	MW	OH		
A200357971	706200	CASTILLO, MARK A	07/24/12	1,004 25	MW	OH	B7	
A200357972	706933	CEDRICK L MUHAMMAD PC	07/24/12	260 00	MW	OH	B7	
A200357973	407782	CENTERPOINT ENERGY	07/24/12	170 56	MW	OH		
A200357974	708965	CENTURY ASPHALT LTD	07/24/12	9,907 86	MW	OH		

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A200357975	702390	CHAPA, RON	07/24/12	40 00	MW	OH	
A200357976	408885	CHARNA GRABER REAL ESTATE INC	07/24/12	100 00	MW	OH	
A200357977	712596	CHERRY CRUSHED CONCRETE	07/24/12	3,177 77	MW	OH	
A200357978	032326	CHILDRENS CENTER INC, THE	07/24/12	3,395 71	MW	OH	
A200357979	700433	CITY OF LAMARQUE	07/24/12	55 30	MW	OH	
A200357980	033290	CLARK, DIANE	07/24/12	4,021 25	MW	OH	B7
A200357981	714622	CLARK, GREGORY W	07/24/12	174 83	MW	OH	
A200357982	707069	COBB FENDLEY & ASSOCIATES	07/24/12	6,049 78	MW	OH	
A200357983	705119	COMEAX, WILLIAM	07/24/12	378 55	MW	OH	
A200357984	400896	COOK, DAVID	07/24/12	97 50	MW	OH	B7
A200357985	712542	COSTA MARIPOSA APARTMENTS	07/24/12	200 00	MW	OH	RE
A200357986	707222	CPI FOODS INC	07/24/12	10,914 50	MW	OH	
A200357987	708051	D'AMBRA, LINDA	07/24/12	185 82	MW	OH	
A200357988	704992	DAHLENBURG, MICHAEL L	07/24/12	1,168 75	MW	OH	B7
A200357989	704992	DAHLENBURG, MICHAEL L	07/24/12	100 00	MW	OH	B7
A200357990	713994	DANESI'S OUTDOOR SERVICES	07/24/12	5,670 00	MW	OH	
A200357991	714519	DECKER DISPOSAL INC	07/24/12	6,825 00	MW	OH	
A200357992	042242	DEPARTMENT OF THE INTERIOR	07/24/12	6,317 50	MW	OH	
A200357993	710743	DESIGN-BUILD SOLUTIONS INC	07/24/12	110,724 75	MW	OH	
A200357994	409861	DIAMOND SHAMROCK	07/24/12	399 25	MW	OH	
A200357995	713177	DIAZ, DEBBIE	07/24/12	292 49	MW	OH	
A200357996	706153	DIAZ, MARK A	07/24/12	1,307 50	MW	OH	B7
A200357997	710008	DICKEY, ROCHELL	07/24/12	166 50	MW	OH	
A200357998	710000	DICKEY, WILLIAM SHANE	07/24/12	113 22	MW	OH	
A200357999	043125	DIESEL FUEL MAINT SERVICE INC	07/24/12	8,390 00	MW	OH	
A200358000	704331	DIRECT ENERGY LP	07/24/12	95 56	MW	OH	

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A200358001	706718	DOLPHIN CHEMICAL & SUPPLY COM	07/24/12	131 50	MW	OH	
A200358002	714634	DOVE COVE CONDOMINIUM	07/24/12	100 00	MW	OH	
A200358003	708361	DRAGONY, RACHEL ANN	07/24/12	1,372 50	MW	OH	B7
A200358004	045286	DUCOTE, JAMES	07/24/12	5,432 96	MW	OH	B7
A200358005	701181	DUCOTE, JEREMY B	07/24/12	910 00	MW	OH	B7
A200358006	701181	DUCOTE, JEREMY B	07/24/12	325 00	MW	OH	B7
A200358007	712144	DUNAWAY, LORI	07/24/12	1,160 00	MW	OH	
A200358008	713857	EDMONSON, SUSAN	07/24/12	750 00	MW	OH	B7
A200358009	714274	ELLIS, SABRINA E	07/24/12	475 00	MW	OH	B7
A200358010	405028	ENTERGY	07/24/12	141 03	MW	OH	
A200358011	711189	FANNING AND FANNING PLLC	07/24/12	178 75	MW	OH	B7
A200358012	062067	FEDEX CORP	07/24/12	49 29	MW	OH	
A200358013	703810	FIRST CHOICE POWER	07/24/12	239 32	MW	OH	
A200358014	709477	FISHER, DENA LAURA	07/24/12	325 00	MW	OH	B7
A200358015	710210	FLETCOR TECHNOLOGIES DBA CHE	07/24/12	163 29	MW	OH	
A200358016	712917	FLEMING, MARCUS J	07/24/12	130 00	MW	OH	B7
A200358017	710682	FOWLER, JANA K	07/24/12	745 28	MW	OH	B7
A200358018	704625	G & K SERVICES	07/24/12	167 31	MW	OH	
A200358019	076018	GALLS INC	07/24/12	294 48	MW	OH	
A200358020	712824	GALVESTON BATTERY AND ELECTRI	07/24/12	78 00	MW	OH	
A200358021	700476	GALVESTON COUNTY EMERGENCY CO	07/24/12	162 00	MW	OH	
A200358022	431945	GALVESTON COUNTY HEALTH DISTR	07/24/12	156,250 00	MW	OH	
A200358023	406195	GALVESTON COUNTY SHERIFF'S DE	07/24/12	2,400 00	MW	OH	
A200358024	071175	GALVESTON COUNTY WCID #1	07/24/12	105 73	MW	OH	
A200358025	711807	GARRETT, FRED	07/24/12	721 50	MW	OH	B7
A200358026	703986	GILLMAN, MICHAEL DAVID	07/24/12	845 00	MW	OH	B7

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A200358027	714494	GLENN, DORYN DANNER	07/24/12	4,647 00	MW	OH		
A200358028	714494	GLENN, DORYN DANNER	07/24/12	6,855 62	MW	OH		
A200358029	708298	GOLDSBERRY & ASSOCIATES PLLC	07/24/12	130 00	MW	OH	B7	
A200358030	709134	GRAHAM, CARMEN A	07/24/12	500 50	MW	OH	B7	
A200358031	712391	GREEN CAYE VILLAGE LLC	07/24/12	100 00	MW	OH	RE	
A200358032	400782	GULF COAST CENTER	07/24/12	50 00	MW	OH		
A200358033	400782	GULF COAST CENTER	07/24/12	35,500 00	MW	OH		
A200358034	701592	GULF COAST CENTURY	07/24/12	2,330 20	MW	OH		
A200358035	075101	GULF COAST TRADES CENTER	07/24/12	11,856 15	MW	OH		
A200358036	702363	GUTHEINZ LAW FIRM LLP	07/24/12	357 50	MW	OH	B7	
A200358037	704149	HARDY, COREY L	07/24/12	23 00	MW	OH		
A200358038	713304	HAYNES, BRENT	07/24/12	184 99	MW	OH		
A200358039	702878	HEAT TRANSFER SOLUTIONS INC	07/24/12	1,165 74	MW	OH		
A200358040	714228	HEB GROCERY COMPANY, LP	07/24/12	297 97	MW	OH		
A200358041	710047	HERNANDEZ, SUSAN	07/24/12	29 97	MW	OH		
A200358042	710193	HI-WAY EQUIPMENT COMPANY LLC	07/24/12	2,372 99	MW	OH		
A200358043	409105	HOME DEPOT	07/24/12	161 60	MW	OH		
A200358044	084236	HOUSTON EQUIPMENT COMPANY	07/24/12	880 00	MW	OH		
A200358045	405438	HOUSTON GALVESTON AREA COUNCI	07/24/12	125,815 00	MW	OH		
A200358046	405013	J C PENNEY INC	07/24/12	1,070 00	MW	OH		
A200358047	701901	J W KELSO COMPANY INC	07/24/12	147,588 17	MW	OH		
A200358048	701901	J W KELSO COMPANY INC	07/24/12	387,853 46	MW	OH		
A200358049	701901	J W KELSO COMPANY INC	07/24/12	18,710 70	MW	OH		
A200358050	711917	J C CANTERA HOMES INC	07/24/12	4,453 55	MW	OH		
A200358051	713785	J2 LABORATORIES INC	07/24/12	280 00	MW	OH		
A200358052	409049	JAHN-GALVESTON INSURANCE AGEN	07/24/12	21,052 67	MW	OH		

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A200358053	707570	JOHNSON, CHERYL	07/24/12	23,627 38	MW	OH	
A200358054	714266	JOHNSON, RODRICK	07/24/12	23 00	MW	OH	
A200358055	709876	JOHNSON, SHAWN MICHAEL	07/24/12	91 19	MW	OH	
A200358056	701979	JONES LAW FIRM	07/24/12	97 50	MW	OH	B7
A200358057	701243	JONES, STACEY LEE	07/24/12	3,799 75	MW	OH	B7
A200358058	410476	JP MORGAN CHASE	07/24/12	227,608 60	MW	OH	
A200358059	714623	JUAREZ, JENNIFER	07/24/12	184 26	MW	OH	
A200358060	704638	KAUFMANN, CHARLES R	07/24/12	715 00	MW	OH	B7
A200358061	704638	KAUFMANN, CHARLES R	07/24/12	190 00	MW	OH	B7
A200358062	405344	KENNIE, MARGARET	07/24/12	750 00	MW	OH	B7
A200358063	700067	KILGORE, JEFFREY A	07/24/12	400 00	MW	OH	B7
A200358064	402386	KLEEN JANITORIAL SUPPLY COMPA	07/24/12	833 75	MW	OH	
A200358065	710415	KLEEN KUT LANDSCAPE SERVICE	07/24/12	12,050 00	MW	OH	
A200358066	710415	KLEEN KUT LANDSCAPE SERVICE	07/24/12	7,040 00	MW	OH	
A200358067	701428	KLYNG, KERRY	07/24/12	131 54	MW	OH	
A200358068	713306	KONE INC	07/24/12	1,503 50	MW	OH	
A200358069	114041	KROGER CO, THE	07/24/12	62 81	MW	OH	
A200358070	707413	LANDSCAPE ART INC	07/24/12	697 62	MW	OH	
A200358071	121053	LANSDOWNE MOODY CO LP	07/24/12	1,229 16	MW	OH	
A200358072	712631	LAW OFFICE OF ALEX BILL III	07/24/12	487 50	MW	OH	B7
A200358073	711359	LAW OFFICE OF DANA V DREXLER	07/24/12	800 00	MW	OH	MH
A200358074	711543	LAW OFFICE OF MICHAEL RUSSO P	07/24/12	357 50	MW	OH	B7
A200358075	708815	LAW OFFICE OF PAUL B KENNEDY	07/24/12	630 50	MW	OH	B7
A200358076	713238	LAW OFFICE OF SHAW CLIFFORD	07/24/12	325 00	MW	OH	B7
A200358077	713255	LAW OFFICES OF D CHRIS HESSE	07/24/12	130 00	MW	OH	B7
A200358078	710748	LAW OFFICES OF J MICHAEL HUGH	07/24/12	695 50	MW	OH	B7

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A200358079	404959	LEE, DALE W	07/24/12	368 00	MW	QH	B7
A200358080	709682	LEOPOLD, WILLIAM E	07/24/12	2,975 00	MW	OH	RE
A200358081	122275	LEWIS, VICKI	07/24/12	600 00	MW	OH	
A200358082	711059	LIBERTY EQUIPMENT SALES INC	07/24/12	355 00	MW	OH	
A200358083	123026	LIGGIOS TIRE AND SERVICE CENT	07/24/12	2,711 28	MW	OH	
A200358084	707090	LINEBARGER GOGGAN BLAIR & SAM	07/24/12	2,595 86	MW	OH	
A200358085	707090	LINEBARGER GOGGAN BLAIR & SAM	07/24/12	695 15	MW	OH	
A200358086	707090	LINEBARGER GOGGAN BLAIR & SAM	07/24/12	1,850 03	MW	OH	
A200358087	707090	LINEBARGER GOGGAN BLAIR & SAM	07/24/12	1,341 00	MW	OH	
A200358088	707090	LINEBARGER GOGGAN BLAIR & SAM	07/24/12	3,021 59	MW	OH	
A200358089	702994	LISTER PLUMBING	07/24/12	328 80	MW	OH	
A200358090	703141	LJA ENGINEERING & SURVEYING I	07/24/12	3,635 82	MW	OH	
A200358091	705152	LOVE, PAUL	07/24/12	260 00	MW	OH	B7
A200358092	709842	LYN WINGERT & ASSOCIATES	07/24/12	750 00	MW	OH	
A200358093	711912	M BRUCE FORT PC	07/24/12	123 50	MW	OH	B7
A200358094	713527	MAILROOM FINANCE INC	07/24/12	26,300 00	MW	OH	
A200358095	706519	MAINLAND CROSSING	07/24/12	100 00	MW	OH	
A200358096	709125	MALONEY & PARKS LLP	07/24/12	260 00	MW	OH	B7
A200358097	712497	MANSIONS AT MOSES LAKE	07/24/12	100 00	MW	OH	
A200358098	131342	MARTIN GARZA & FISHER LLP	07/24/12	471 45	MW	OH	B7
A200358099	705312	MARTY'S CITY AUTO INC	07/24/12	561 40	MW	OH	
A200358100	705312	MARTY'S CITY AUTO INC	07/24/12	140 00	MW	OH	
A200358101	136689	MCLEOD ALEXANDER POWEL & APFF	07/24/12	1 275 00	MW	OH	B7
A200358102	708527	MCNAIR, COREY	07/24/12	81 03	MW	OH	
A200358103	131029	MCREE FORD INC	07/24/12	3,580 36	MW	OH	
A200358104	713348	MELAMED, SANFORD	07/24/12	260 00	MW	OH	B7

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A200358105	705354	MILLER, JARVIS	07/24/12	63 83	MW	OH	
A200358106	032250	MITCHELL CHUOKE PLUMBING CO	07/24/12	1,178 43	MW	OH	
A200358107	710357	MORRIS, PHILLIP W	07/24/12	1,170 00	MW	OH	B7
A200358108	406192	MUSTANG RENTAL SERVICES INC	07/24/12	5,690 63	MW	OH	
A200358109	705888	NAJER, MAURICE	07/24/12	260 00	MW	OH	B7
A200358110	714434	NELSON, TAD A	07/24/12	1,307 50	MW	OH	B7
A200358111	410387	NEOPOST USA INC	07/24/12	3,541 83	MW	OH	
A200358112	410734	NICHOLSON, CONNIE	07/24/12	92 69	MW	OH	
A200358113	700252	NORMAN INSURANCE AGENCY	07/24/12	3,568 00	MW	OH	
A200358114	144220	NOTARY PUBLIC UNDERWRITERS AG	07/24/12	96 55	MW	OH	
A200358115	708712	NOVELLI JR, ROSS	07/24/12	10,000 00	MW	OH	RE
A200358116	711213	NRG ENERGY INC	07/24/12	524 54	MW	OH	
A200358117	700225	OFFICIAL PAYMENTS CORP	07/24/12	2,629 05	MW	OH	
A200358118	713699	OLALEKAN, JAMES	07/24/12	87 14	MW	OH	
A200358119	703084	OMNI BASE SERVICES INC	07/24/12	12 00	MW	OH	
A200358120	703084	OMNI BASE SERVICES INC	07/24/12	1,069 91	MW	OH	
A200358121	703084	OMNI BASE SERVICES INC	07/24/12	810 00	MW	OH	
A200358122	703084	OMNI BASE SERVICES INC	07/24/12	1,424 00	MW	OH	
A200358123	703084	OMNI BASE SERVICES INC	07/24/12	1,141 62	MW	OH	
A200358124	711861	ONE 80 LONESTAR LLC	07/24/12	52,894 83	MW	OH	
A200358125	704067	ORDAZ, WILLIAM	07/24/12	220 89	MW	OH	
A200358126	400105	OWEN ELECTRIC SUPPLY	07/24/12	379 61	MW	OH	
A200358127	155036	OZARKA NATURAL SPRING WATER	07/24/12	13 39	MW	OH	
A200358128	409788	PAT'S DEMOLITION AND DEBRIS R	07/24/12	136 00	MW	OH	
A200358129	713941	PATTERSON DENTAL SUPPLY	07/24/12	105,701 80	MW	OH	
A200358130	711436	PEGASUS SCHOOLS INC	07/24/12	12,579 01	MW	OH	

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A200358131	714182	PENINSULA EMERGENCY MEDICAL S	07/24/12	48,542	MW	OH	
A200358132	705136	PENINSULA SANITATION SERVICE	07/24/12	160	MW	OH	
A200358133	405652	PERDUE BRANDON FIELDER COLLIN	07/24/12	400	MW	OH	
A200358134	714516	POOR, FREDDIE	07/24/12	3,375	MW	OH	
A200358135	714201	PROSPERITY BANK	07/24/12	432	MW	OH	
A200358136	712886	R W LUCAS CONSTRUCTION LLC	07/24/12	423,844	MW	OH	
A200358137	707699	RAMIREZ, TANYA E	07/24/12	3,862	MW	OH	
A200358138	700975	REINGOLD, MYRNA S	07/24/12	405	MW	OH	B7
A200358139	406506	ROELL, HOLLY C	07/24/12	455	MW	OH	
A200358140	184572	ROMCO INC	07/24/12	2,022	MW	OH	
A200358141	706328	ROSEMON, VANESSA R	07/24/12	186	MW	OH	
A200358142	704853	ROSS	07/24/12	80	MW	OH	
A200358143	410635	RUSCELLI, VINCENT	07/24/12	575	MW	OH	MH
A200358144	710577	RUSSELL, GREG	07/24/12	260	MW	OH	B7
A200358145	191023	SANTA FE AUTO PARTS INC	07/24/12	2,232	MW	OH	
A200358146	701888	SCOTT, SHELBY	07/24/12	65	MW	OH	B7
A200358147	192088	SEABREEZE CULVERT INC	07/24/12	98	MW	OH	
A200358148	192146	SEASIDE ENTERPRISES INC	07/24/12	7	MW	OH	
A200358149	192161	SHATTUCK, BOB	07/24/12	1,920	MW	OH	B7
A200358150	405858	SHELTERING HARBOUR	07/24/12	3,215	MW	OH	
A200358151	400542	SHERWIN WILLIAMS PAINT CORP	07/24/12	302	MW	OH	
A200358152	706313	SKUFCA, RICHARD	07/24/12	61	MW	OH	
A200358153	709133	SNIDER TIRE INC	07/24/12	1,288	MW	OH	
A200358154	701589	SOUTH HOUSTON CONCRETE PIPE I	07/24/12	300	MW	OH	
A200358155	713129	SOUTHWEST T & I INC	07/24/12	649	MW	OH	
A200358156	405006	STATE OF TEXAS	07/24/12	23	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200358157	713764	STERLING STRUCTURES, INC	07/24/12	295,851.08	MW	OH	
A200358158	409104	STEVE'S WAREHOUSE TIRES	07/24/12	13.00	MW	OH	
A200358159	708715	STREAM ENERGY	07/24/12	100.00	MW	OH	
A200358160	702839	SUHLER, DAVID	07/24/12	1,215.00	MW	OH	B7
A200358161	711234	SULLIVAN LAND SERVICES LTD	07/24/12	955,857.89	MW	OH	
A200358162	405722	SUN COAST RESOURCES INC	07/24/12	17,671.68	MW	OH	
A200358163	712238	SWCA INC	07/24/12	312.09	MW	OH	
A200358164	713974	T&N ACQUISITION COMPANY	07/24/12	109.55	MW	OH	
A200358165	714618	TARRANT COUNTY ASSOCIATION FO	07/24/12	1,350.00	MW	OH	
A200358166	410529	TAYLOR, ANGELA M	07/24/12	438.75	MW	OH	B7
A200358167	711926	TEGRITY HOMES LLC	07/24/12	12,206.84	MW	OH	
A200358168	202804	TENNILLE INC	07/24/12	598.00	MW	OH	
A200358169	711430	TERRA ASSOCIATES INC	07/24/12	3,245.11	MW	OH	
A200358170	714626	TEXAS FIRST BANK	07/24/12	648.81	MW	OH	
A200358171	708583	TEXAS LAW & PSYCHIATRY PLLC	07/24/12	1,400.00	MW	OH	MH
A200358172	708583	TEXAS LAW & PSYCHIATRY PLLC	07/24/12	3,400.00	MW	OH	MH
A200358173	202267	TEXAS PARKS AND WILDLIFE DEPT	07/24/12	1,797.40	MW	OH	
A200358174	709894	TEXAS STATE LIBRARY AND ARCHI	07/24/12	120.00	MW	OH	
A200358175	714169	THE FRAZIER LAW FIRM, PC	07/24/12	379.00	MW	OH	B7
A200358176	714636	THE WILCOX LAW FIRM PLLC	07/24/12	500.00	MW	OH	
A200358177	406147	THOMA, JOHN	07/24/12	165.00	MW	OH	B7
A200358178	406147	THOMA, JOHN	07/24/12	545.00	MW	OH	B7
A200358179	710228	THOMPSON, SHELLY	07/24/12	84.36	MW	OH	
A200358180	713072	TIBALDOS FEED AND SUPPLY	07/24/12	78.00	MW	OH	
A200358181	700583	TORRES, ROBERTO	07/24/12	422.50	MW	OH	B7
A200358182	700583	TORRES, ROBERTO	07/24/12	950.00	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200358183	204479	TREASURE ISLAND TROPHIES	07/24/12	55 00	MW	OH	
A200358184	711566	TREVINO, ISMAEL	07/24/12	227 50	MW	OH	B7
A200358185	404588	UNIVAR USA	07/24/12	24,456 00	MW	OH	
A200358186	709761	USA MOBILITY WIRELESS INC	07/24/12	163 67	MW	OH	
A200358187	402812	UTMB	07/24/12	70,949 76	MW	OH	
A200358188	709039	VICKERY, KAY	07/24/12	25 25	MW	OH	
A200358189	701863	WEBER, WINIFRED B	07/24/12	2,405 00	MW	OH	B7
A200358190	701533	WEST PUBLISHING CORPORATION	07/24/12	9,474 52	MW	OH	
A200358191	713427	WILLINGHAM, GARY	07/24/12	864 00	MW	OH	
A200358192	714564	WINTERS, GARY M	07/24/12	437 50	MW	OH	B7
A200358193	710140	WYLIE LAW FIRM PC	07/24/12	881 84	MW	OH	B7
A200358194	712459	X-RAY EQUIPMENT COMPANY	07/24/12	16,725 00	MW	OH	
A200358195	712998	ZENDEH DEL AND ASSOCIATES PLL	07/24/12	203 13	MW	OH	B7

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	4059,732 81	Number of Checks Processed	273
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

4059,732 81

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
F600000447	714252	CLASSIC AUTOPLEX GALVESTON	07/24/12	5,683.40	CX	OH	
F600000448	071118	GALVESTON NEWSPAPERS INC	07/24/12	4,287.66	CX	OH	
F600000449	403006	KEYWORTHS HARDWARE INC	07/24/12	42.13	CX	OH	
F600000450	705097	LONE STAR UNIFORMS INC	07/24/12	5,691.50	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	15,704.69	Number of Checks Processed	4

S U B T O T A L

15,704.69

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	4059,732 81	Number of Checks Processed	273
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	15,704 69	Number of Checks Processed	4

G R A N D T O T A L 4075,437 50

AGENDA

ITEM

#1b

**ORDER**

On this the 24th day of July 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 **absent**
- 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 July 18th, 2012 and being salary warrant numbers PY0333807 through PY0333826 and EFT90339464 through EFT90340733. The gross amount of such warrants are estimated. \$2,818,279.46 for Biweekly Payroll #15, 2012.

UPON MOTION OF COUNTY COMMISSIONER O'BRIEN AND SECONDED

BY ~~COUNTY COMMISSIONER~~ COUNTY JUDGE HENRY THE ABOVE ORDER WAS PASSED THIS 24TH DAY

OF JULY, 2012 with 4 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

## Employee Pay Assignment Changes for Payroll Period 7/5/2012 thru 7/18/2012

\*\*Galv Cnty Production\*\*

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114030	Election Expense	ABBOTT, ANGELINA	PTEL	500 ELECTION WORKER-TEMP	7/5/2012	7/18/2012	0000	\$10,400	10 00 H	TERMINATION
114030	Election Expense	ELBERT, ANN S	PTEL	500 ELECTION WORKER-TEMP	7/5/2012		0000	\$10,400	10 00 H	APPOINTMENT
114030	Election Expense	SOTO, ANDREITA	PTEL	500 ELECTION WORKER-TEMP	7/5/2012		0000	\$10,400	10 00 H	APPOINTMENT
114030	Election Expense	WINSTON, SHAUNNA N	PTEL	500 ELECTION WORKER-TEMP	7/5/2012		0000	\$10,400	10 00 H	APPOINTMENT
126100	District Clerk	MELTON, MUTA L	FTBE	43 SUPERVISOR/FLOATER-TEMP	7/9/2012	7/10/2012	16A1	\$36,632	1,408 94 B	TERMINATION
127100	District Attorney	HOLMES, JACQUELINE Y	PTNH	503 LEGAL SECRETARY	7/9/2012		12A1	\$30,065	14 45 H	APPOINTMENT
159100	Information Technology	MANN, RAYMOND B	FTBE	23 SERVLR SUPPORT SPECIALIST	7/9/2012		20E1	\$49,266	1,894 87 B	APPOINTMENT
159100	Information Technology	WHITE JR, WILSON	FTBE	57 CUSTOMER SUPPORT TECH II	7/9/2012		14A1	\$33,187	1 276 43 B	APPOINTMENT
159100	Information Technology	WILLIAMS, RHUA D	FTBE	59 SHAREPOINT/ONBASE ADMIN	7/9/2012	7/6/2012	20E1	\$49,266	1,894 87 B	TERMINATION
211133	Corrections-Sheriff	PADRON, TAMMY	FTBE	245 DEPUTY II	7/17/2012		14G1	\$38,487	1,480 27 B	CAREER LADDER
211143	Patrol Division	KEELE, TRACY B	FTBE	25 DEPUTY I	7/7/2012		13D1	\$34,016	1,308 34 B	CAREER LADDER
211143	Patrol Division	KITCHENS JR, DANNY E	FTBE	101 DEPUTY I	7/5/2012		12D1	\$32,377	1,245 30 B	APPOINTMENT
211143	Patrol Division	STEWART, GARY C	PTNS	82 DEPUTY, PART-TIME	7/5/2012		0000	\$1,480	1 42 H	APPOINTMENT
211150	Warrant's - Sheriff's	CRUZ, ROSEANN G	FTBE	19 WARRANT CLERK	7/9/2012		09A1	\$25,925	997 14 B	APPOINTMENT
211171	Communications-Sheriff	BROWN, DEBBIE D	FTBE	4 COMMUNICATIONS - DEPUTY I	7/5/2012		12D1	\$32,377	1,245 30 B	APPOINTMENT
255100	Adult Probation	CARLISLE, AMIS PRESTON	FTBE	32 PROBATION OFFICER	7/6/2012		0000	\$34,400	1,323 08 B	TERMINATION
255100	Adult Probation	ASHBY, SHERI L	PTBH	500 ADMINISTRATIVE ASSISTANT	7/5/2012		0000	\$37,440	18 00 H	
256110	State Aid Grant A	HALL, JOHN D	FTBE	465 JUVENILE SUPERVISION OFCR	7/10/2012	7/18/2012	1200	\$31,299	1,203 82 B	TERMINATION
256118	Detention	ROBERTS, MERIDITH L	PTNH	500 JUVENILE SUPERVISION	7/10/2012		12A1	\$15,028	14 45 H	APPOINTMENT
312110	Administration	BRYANT, ELIZABETH	FTBE	4 ADMINISTRATIVE ASSISTANT	7/16/2012		12A1	\$30,065	1,156 38 B	APPOINTMENT
312120	F M Lateral Road	LARA, ALEXANDER	FTBE	34 HEAVY EQUIPMENT OPERATOR	7/10/2012		09A1	\$25,925	997 14 B	APPOINTMENT
443100	Indigent Care and Med	BROWN, WENDY L	FTBE	10 GUARDIAN	7/5/2012	7/6/2012	16A1	\$36,632	1,408 94 B	TERMINATION

HRB\_PAYAS\_PERIOD | Kathy Branch | Pay Assignments for Pay Period

\* Rate Type H = Hourly, B = Biweekly Salary

## \*\*Galv Cnty Production\*\*

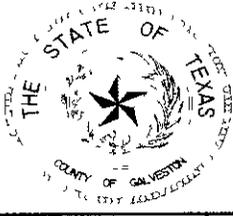
## Employee Pay Assignment Changes for Payroll Period 7/5/2012 thru 7/18/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
451110	Senior Citizens Program	WILLIAMS JACQUELINE	FTBE	4 DATA ENTRY TECHNICIAN	7/6/2012		10A1	\$27,238	1,047 62 B	PROMOTION
451156	Title IIC	BELCHER, NORA	FTBE	403 CENTER MANAGER/BACLIFF	7/16/2012		16A1	\$36,632	1,408 94 B	APPOINTMENT
451156	Title IIC	EVANS SR, VLARLY C	FTBH	412 DRIVER	7/9/2012		07A1	\$23,487	11 29 H	PROMOTION
522020	Parks Division	BOYD, TYERRE D	FTBE	26 PARKS MAINTENANCE WORKER/5	7/6/2012	7/6/2012	08C1	\$25,925	997 14 B	TERMINATION
522020	Parks Division	LIENING, RHONDA M	FTBE	7 ADMINISTRATIVE ASSISTANT		7/11/2012	12G1	\$34,867	1,341 05 B	TERMINATION
522020	Parks Division	PARKER, CAMERON E	FTBE	4 OPERATIONS/TRADES MANAGER/6	7/6/2012		22E1	\$60,026	2,308 71 B	APPOINTMENT
522020	Parks Division	YANAS JR, SIMON	PTBE	104 PARK AIDE	7/5/2012	7/6/2012	02C1	\$9,640	370 80 B	TERMINATION
522020	Parks Division	BAXTER, JOHN H	PTNH	500 PARK AIDE SEASONAL	7/6/2012		02C1	\$9,640	9 27 H	APPOINTMENT

AGENDA

ITEM

#1c



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	7/17/2012	Department	The Auditor's Office				
Renewal Contract	No	Orgkey	1101-151300	Object Code	5423500		
Contract Start Date	August 2012	Vendor	Audmation Services - IDEA Software				
Contract End Date	August 2013	Vendor No		Contract No			
Description	The Auditor's Office would like for Commissioner's Court to approve the purchase of IDEA IDEA is a data analysis software which would be utilized by the Internal Audit Division to increase the effectiveness and efficiency of the auditing process In comparison to ACL and Active Data for Excel, the IDEA software met the requirements and/or needs of the Auditor's Office						
Contract # Issued By Purchasing		CM 12197		Requested Legal Review		Yes _____ No <input checked="" type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
General Fund	1101	8,100					
Totals:		-	-	-	-	-	-
Total Cost							

Approved By                      Date                      Signature

---

Department Head: *Corey Bullock* 7/17/12  
 Assistant Purchasing Agent: *Erwan A. Tux* - CPAB  
 Date: 07/17/2012

County Legal \_\_\_\_\_

Contract listed in Budget Documentation (Yes/No)

County Budget Office *[Signature]* 7/17/2012

# QUOTE



**Provided to.**

Galveston County Auditor's Office  
LaToya Jordan  
722 Moody  
4th Floor  
Galveston, TX 77550  
Phone 409-770-5410  
Fax

**Quote** QUO-01478-N5R9Y2  
**Prepared By.** Sheila Hammond  
**Effective From:** 6/26/2012  
**Effective To:** 7/26/2012

## Pricing Details

Description	Quantity	Unit Price	Item Discount	Extended Amount
IDEA Network License (NWK) - ACL Conversion	3	\$1,450 00	\$0 00	\$4,350 00
			Subtotal	\$4,350 00
			Quote Discount	\$0 00
			Processing	\$45 00
			<b>TOTAL*</b>	<b>\$4,395.00</b>

\*In TX and CA, tax will be included on invoice. All other states, purchaser is responsible for use tax.

**Special Notes:**

Tax- Exempt County Government



**Pricing**

The purchase price for each IDEA license includes 12 months of help desk support, all service packs, any version upgrades, access to the CaseWare-IDEA technical support website, and complimentary participation in our IDEA orientation webcasts

Annual license renewal fees are due on each anniversary of purchase. License renewal brings your IDEA license back to its status at time of purchase to include new software as it is released as well as all services provided with a new IDEA license. License renewal fees for licenses obtained after the original purchase date are prorated to coincide with the original purchase date.

**License Renewal Fee Schedule**

	IDEA	Quantity	Extended Amount
License 1	\$575	1	\$575.00
License 2-10 (each)	\$500	2	\$1,000.00
License 11-25 (each)	\$400		
License 26-50 (each)	\$325		
License 51-150 (each)	\$200		

**Software Licensing**

IDEA licenses are based on the number of concurrent users. The software can be used on a computer when a USB key is inserted into one of the PC's USB ports or by obtaining the license from a network USB key inserted into a server.

Alternately, IDEA can be licensed on a single-machine basis. The software may be installed on only one computer and there is no USB key required for use.

**System Requirements**

Minimum specifications for stand-alone PC-based hardware

- Operating Systems: Windows XP SP2 or above
- Processor: Pentium III 800 MHz (1.2 GHz recommended)
- RAM: 256 MB (1 GB recommended)
- Disk Capacity: Program Files 80 MB  
Electronic Documentation 15 MB  
Data 1.5x size of data files

**Data Integrity**

IDEA protects the source data by allowing read only access during any of the import processes to maintain data integrity. Data integrity is further maintained by record-locking the source data inside the IDEA database format so that a user cannot accidentally type over the data or disassociate the data during sorting.

**Data Security**

Because IDEA uses a proprietary database format, data stored in IDEA can only be accessed through the IDEA application. In the IDEA stand-alone desktop version, the application cannot be started without the appropriate USB key. Thus, data stored in IDEA's format is not readily accessible unless both the application and the USB key are present. Additional security can be applied to any IDEA file through various file encryption applications.

**Reliability**

IDEA is recognized as the global standard against which other data analysis tools are measured, offering a unique blend of ease of use and powerful functionality. Auditors and analysts have been using IDEA since it was originally developed by the Canadian Institute of Chartered Accountants (CICA) in 1987. In April, 2000, CaseWare IDEA, a subsidiary of CaseWare International Inc., acquired the rights to IDEA from the Canadian Institute of Chartered Accountants and continued to improve and expand the application. Nineteen years of field use around the world has led to a stable, reliable application.

**Training**

We offer either public courses or training courses held on your premises. Data files and manuals are provided for the IDEA exercises. On-site training classes may include up to 14 users per class. These classes could be customized using files that would be representative of your data. Quotes for training fees are handled separately by Carol Ursell, Director of Training.

Thank you for the opportunity to provide this quote.



1250 Wood Branch Park Drive, #480 Houston, TX 77079  
888-641-2800 FAX 281-749-0205  
www.audimation.com

IDEA® is a registered trademark of CaseWare International Inc

**Jordan, LaToya**

---

**From** Sheila Hammond [sheilah@AUDIMATION.COM]  
**Sent** Wednesday, July 11, 2012 3:56 PM  
**To.** Jordan, LaToya  
**Subject:** IDEA Software Maintenance

In response to your request, below is an explanation of the support and maintenance that comes with the purchase of IDEA Data Analysis Software

**Software Support and Maintenance:**

The purchase price for each IDEA license includes 12 months of help desk support, all service packs, any version upgrades, access to the CaseWare-IDEA technical support website, and complimentary participation in our IDEA orientation webcasts

Annual license renewal fees are due on each anniversary of purchase and there is no physical maintenance contract to sign. License renewal brings your IDEA license back to its status at time of purchase to include new software as it is released as well as all services provided with a new IDEA license. License renewal fees for licenses obtained after the original purchase date are prorated to coincide with the original purchase date

**Software Licensing:**

IDEA licenses are based on the number of concurrent users. The software can be used on a computer when a USB key is inserted into one of the PC's USB ports or by obtaining the license from a network USB key inserted into a server or local desktop connected to the network. The software license is a perpetual license, but will only be updated to the current version when the license renewal fees have been paid

**Sheila Hammond, CGFM**  
Director of Business Development  
Audimation Services Inc

1250 Wood Branch Park Dr Ste 480, Houston TX 77079  
Office 888-641-2800 Ext 1882 Direct 832-327-1882 Fax 281-749-0205  
E-mail [sheilah@audimation.com](mailto:sheilah@audimation.com) Web [audimation.com](http://audimation.com)

*3<sup>rd</sup> North America IDEA User Conference  
September 18 – 19, 2012  
Hilton DFW Lakes Executive Conference Center*



January 10, 2012

To Whom It May Concern

CaseWare IDEA Inc is the developer and exclusive licensee of IDEA  
– Data Analysis Software

Please be advised that Audimation Services Inc is the sole  
authorized agent for sales and distribution of IDEA – Data Analysis  
Software, related products, upgrades, support and maintenance in  
the United States.

Please contact me directly if you have any questions about this

Yours truly,

A handwritten signature in black ink, appearing to be 'Bob Cuthbertson', with a long horizontal line extending to the right.

Robert S Cuthbertson  
Chief Operating Officer  
Phone (416) 867-9504, ext 170  
E-mail [bob.cuthbertson@caseware.com](mailto:bob.cuthbertson@caseware.com)

CASEWARE IDEA INC  
200 - 469 KING STREET WEST  
TORONTO, CANADA  
M5V 1K4

TEL +1 416 867 9504  
FAX +1 416 867 1906

[WWW.CASEWARE\\_IDEA.COM](http://WWW.CASEWARE_IDEA.COM)

**Jordan, LaToya**

---

**From** ACL Support [NASR@acl.com]  
**Sent** Sunday, July 01, 2012 7:46 AM  
**To** Jordan, LaToya  
**Subject** Renew ACL Support Before it Expires



acl.com

## ACL SUPPORT RENEWAL

Dear LaToya Jordan,

Just a final reminder that you must renew to ensure uninterrupted access to all the support services you use throughout the year to save time and resolve issues faster.

In conjunction with the recent release of ACL 9.2, we have made a significant investment in upgrading our infrastructure to support our future development plans. Be among the first to receive upcoming planned software upgrades. And retain your access to AuditNet with over 2000 audit work programs, Online Learning and the Support Center. **Renew today.**

Save 2% when you renew online with credit card payment.

**Renew now** by selecting "**Invoice**" from the selections below.

Your current support expiry date is **July 31, 2012** and your current support level is **Premium**.

Effective October 1, 2011, ACL Services Ltd. increased the list price for ACL Desktop/Network. Your Support fees below reflect this increase.

**This is NOT an invoice.** Please review the details below and select one of the actions provided to process your renewal

**Quote #:** 71311

**Bill To**

Attention LaToya Jordan  
Galveston County  
722 Moody Avenue  
4th Floor  
Galveston, TX  
United States, 77550

**Ship To**

Attention LaToya Jordan  
Galveston County  
722 Moody Avenue  
4th Floor  
Galveston, TX  
United States, 77550

**Order Summary**

**July 1, 2012**

Product	Serial	Expiry	Users	Cost
Desktop	43713W	07/31/2012	1	420 00
Desktop	43714W	07/31/2012	1	420 00
Desktop	40110W	07/31/2012	1	420 00
Desktop	31362W	07/31/2012	1	420 00
Desktop	31361W	07/31/2012	1	420 00
Desktop	CAW0000004804	07/31/2012	1	420 00
Desktop	CAW00001758507	07/31/2012	1	420 00
Desktop	43715W	07/31/2012	1	420 00
Desktop	CAW00001307810	07/31/2012	1	420 00

Total **USD 3780.00**

**Plus all applicable taxes**  
All services are provided from Canada

To renew your Support based on the quote provided above and to generate a Support



Renewal invoice for your organization, select "Invoice" now and follow the online steps

→ If any of the information above is incorrect, please select "Modify" to update your information online and to process your Support Renewal online and generate an invoice for your organization



**Payment Options**

During the online process to produce a Support Renewal invoice for your organization, you can select your payment options. Select your preferred payment option online - Credit Card or Invoice/Check/Wire Transfer - once you have selected one of the actions above

**Contact Us**

Email [NASR@acl.com](mailto:NASR@acl.com)  
Phone 1 888 669 4225

SUPPORT CENTER | CONTACT | PRIVACY POLICY

© 2012 ACL Services Ltd

This email was sent by ACL Services Ltd, 1550 Alberni Street, Vancouver, BC, V6G 1A5, Canada. Please add ACL Services Ltd to your approved senders list to ensure uninterrupted communication.

*Price Quote*

Date Wednesday, June-27-12  
 To Latoya Jordan - Galveston County Texas  
 From John West - [john.west@informationactive.com](mailto:john.west@informationactive.com) - 613 569 4675 x 175

Thank you for your recent inquiry I am pleased to submit the following quotation which is valid for 60 days

Product #	Description	Full Unit	Discount	Unit	Qty	Amount
1000	ActiveData For Excel	249.00	25.00%	186.75	9	1680.75
1001	ActiveData for Excel Support (1 Year, Optional)	49.00	20.00%	39.20	9	352.80
<b>Total</b>						<b>18 \$2,033.55</b>

Delivery is electronic and prices are in US dollars Terms of payment are credit card, wire transfer or purchase order

Please contact me if you have any questions Thank you for choosing InformationActive Inc !

AGENDA

ITEM

#2



**COUNTY of GALVESTON  
HUMAN RESOURCES**

Jan Piveral, SPHR  
Human Resources Director

July 9, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Summary of Bi-Weekly Personnel Movements

Please submit the following item for the July 24, 2012 Commissioners' Court Agenda

Receive and file Summary of Bi-Weekly Personnel Movements pay period #14, June 21 – July 4, 2012  
submitted by Human Resources



## \*\*Galv Cnty Production\*\*

## Employee Pay Assignment Changes for Payroll Period - 6/21/2012 thru 7/4/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	Gr/St	Annual	Rate *	Reason
111104	County Commissioner-Putnam	FRANCIS CELIA	FTBE	2 COMMISSIONERS LEGISLATIVE	6/21/2012	6/30/2012	16M1	\$49,266	1,894.87	B TERMINATION
114000	County Clerk	EDGAR, RENE L II	FTBE	4 SR DEPUTY COUNTY	6/21/2012		17A1	\$38,487	1,480.27	B PROMOTION
114030	Election Expense	BONCY WILLIAM BRAD	PTEL	500 ELECTION WORKER-TEMP	6/21/2012		0000	\$10,400	10.00	H APPOINTMENT
114030	Election Expense	HURD, ARMOND	PTEL	500 ELECTION WORKER-TEMP	6/21/2012		0000	\$10,400	10.00	H APPOINTMENT
114030	Election Expense	HYPOLITE ANDREA P	PTEL	500 ELECTION WORKER-TEMP	6/21/2012		0000	\$10,400	10.00	H APPOINTMENT
114030	Election Expense	RUIZ, LAURIE A	PTEL	500 ELECTION WORKER-TEMP	6/21/2012		0000	\$10,400	10.00	H APPOINTMENT
121400	212th District Court - Criss	BONO JOAN F	FTBE	2 COURT REPORTER-212TH DIST	6/21/2012	6/30/2012	0000	\$66,805	2,569.43	B TERMINATION
123300	Justice Court Pct #3 - James	OMPIAN, JOE A	PTEL	500 ELECTION WORKER-TEMP	6/21/2012		0000	\$10,400	10.00	H APPOINTMENT
127100	District Attorney	WITUCKI THERESA	FTBE	46 LEGAL ADMIN ASST/CPS COORD	6/25/2012		12A1	\$30,065	1,156.38	B APPOINTMENT
128100	Pre-Trial Release	VANDA, RAUL J	FIBE	5 SENIOR COURT SERVICES TECH	7/2/2012		12H1	\$34,016	1,308.34	B TRANSFER
151500	Tax Assessor/Collector	YAGER SUSAN M	FIBE	22 ACCT TECH II	6/22/2012		13A1	\$31,587	1,214.92	B TERMINATION
151500	Tax Assessor/Collector	YELTON, KATHRYN A	FTBE	22 ACCT TECH II	6/25/2012		13A1	\$31,587	1,214.92	B PROMOTION
151500	Tax Assessor/Collector	ZAMORA ANDREW A	FTBE	41 VOTER REGISTRATION	6/25/2012		11A1	\$28,617	1,100.66	B APPOINTMENT
159100	Information Technology	RAMIREZ JR, RICHARD	FTBE	41 BUSINESS SERVICES CLERK	6/25/2012		09A1	\$25,925	997.14	B APPOINTMENT
159100	Information Technology	WHITE, TAYLOR F	FTBE	5 CUST SUPPORT TECH I	6/25/2012		13C1	\$33,187	1,276.43	B APPOINTMENT
211133	Corrections-Sheriff	BOURGEOIS JR, JERRY L	FTBE	191 DEPUTY III	6/29/2012		15H1	\$41,446	1,594.08	B CARLER LADDLR
211133	Corrections-Sheriff	BUTLER, ROSS L	FTBE	46 DEPUTY I	6/21/2012		13D1	\$34,016	1,308.34	B TERMINATION
211133	Corrections-Sheriff	OLIVARES, JAMES C	FTBE	196 DEPUTY III	6/29/2012		15H1	\$41,446	1,594.08	B CARLER LADDER
211133	Corrections-Sheriff	STEWART GARY C	FTBE	61 DEPUTY V	6/30/2012		17J1	\$48,064	1,848.65	B TERMINATION
211143	Patrol Division	NETHERTON, JERRY W	FTBE	101 DEPUTY I	6/27/2012		13D1	\$34,016	1,308.34	B TERMINATION
211143	Patrol Division	WHITE, GREGORY W	FTBE	108 SGT-MARINL OPLRATIONS	6/30/2012		18M1	\$54,381	2,091.58	B TERMINATION
211143	Patrol Division	PIEL, RODNEY	PINS	76 DEPUTY, PART-TIME	6/21/2012		0000	\$1,480	1.42	H TRANSFER
211171	Communications-Sheriff	AREVALO, CLARA E	FTBE	9 DEPUTY I	6/23/2012		13D1	\$34,016	1,308.34	B TERMINATION

HRB\_PAYAS PERIOD, Kathy Branch | Pay Assignments for Pay Period

\* Rate Type H = Hourly B = Biweekly Salary

## \*\*Galv Cnty Production\*\*

## Employee Pay Assignment Changes for Payroll Period 6/21/2012 thru 7/4/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
255100	Adult Probation	NAVY MONICA M	FTBE	23 PROBATION OFFICER	6/21/2012	6/29/2012	0000	\$34,700	1,334.62 B	TERMINATION
255110	Special Substance Abuse	OLALEKAN, JR JAMES O	FTBE	17 PROBATION OFFICER	6/21/2012		0000	\$34,100	1,311.54 B	CORRECTION
255117	Galv Cnty Adult Drug Court	D'AMBRA, LINDA J	FIBE	13 PROBATION OFFICER	6/21/2012		0000	\$38,000	1,461.54 B	CORRECTION
255117	Galv Cnty Adult Drug Court	LACY, WILLIE H	FIBE	45 DRUG COURT ADMINISTRATOR	6/21/2012		0000	\$45,999	1,769.23 B	CORRECTION
256110	State Aid Grant A	POPE DERRICK T	FTBE	466 JUVENILE SUPERVISION OFCR		7/2/2012	1200	\$31,299	1,203.82 B	TERMINATION
256118	Detention	MCDONALD, MATTHEW J	FTBE	45 JUVENILE SUPERVISION OFCR		6/30/2012	1200	\$31,299	1,203.82 B	TERMINATION
312110	Administration	ALLEN, WINNIE M	FTBE	4 ADMINISTRATIVE ASSISTANT		6/30/2012	16R1	\$41,446	1,594.08 B	TERMINATION
312120	FM Lateral Road	CHENIER DORIAN A	FTBL	33 HEAVY EQUIPMENT OPERATOR	6/26/2012		09A1	\$25,925	997.14 B	APPOINTMENT
312120	FM Lateral Road	RODRIGUEZ, DAVID K	FIBE	65 HEAVY EQUIPMENT OPERATOR	6/26/2012		10A1	\$27,238	1,047.62 B	APPOINTMENT
451110	Senior Citizens Program	STOUI, JENNIFER	FTBE	2 PROGRAMS MANAGER	6/25/2012		22E1	\$60,026	2,308.71 B	APPOINTMENT
522020	Parks Division	LOPEZ RYNNELLE C	FTBE	8 EXECUTIVE ADMIN ASSISTANT	7/2/2012		15C1	\$36,632	1,408.94 B	TRANSFER

AGENDA

ITEM

#3



STACY WHITEHURST  
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED  
JUL 09 2012

GALVESTON COUNTY JUDGE

577 N Garden Ridge Blvd  
Lewisville, TX 75067-2691

July 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,

A handwritten signature in black ink, appearing to read 'Stacy R. Whitehurst', written in a cursive style.

Stacy R Whitehurst

SRW/sw  
Enclosure

cc Sara Walters

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
1300 1/2 FM 646	LEAGUE CITY TX 77573	27-JUN-2012	563409
3211 BORDEN GULLY DR	DICKINSON TX 77539	28-JUN-2012	563439
1606 HAROLD WHITAKER DR UNIT B	FRIENDSWOOD TX 77546	28-JUN-2012	563443
7523 TOPAZ WAY UNIT PARK	TEXAS CITY TX 77591	29-JUN-2012	563472
2207 EMERALD LN	TEXAS CITY TX 77591	29-JUN-2012	563352
W 460 WALKER ST	LEAGUE CITY TX 77573	29-JUN-2012	563469
S 118 GOLDEN OAK DR	TEXAS CITY TX 77591	26-JUN-2012	563392

RECEIVED  
JUL 13 2012



STACY WHITEHURST  
VICE PRESIDENT OF REGULATORY AFFAIRS

GALVESTON COUNTY JUDGE

577 N Garden Ridge Blvd  
Lewisville, TX 75067-2691

July 9, 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,

A handwritten signature in black ink, appearing to read "Stacy R. Whitehurst". The signature is fluid and cursive, with the first name "Stacy" being the most prominent.

Stacy R Whitehurst

SRW/sw  
Enclosure

cc Sara Walters

BACU1090  
Date 09-JUL-2012

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

Page 5

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
7801 TOPAZ WAY	TEXAS CITY TX 77591	09-JUL-2012	563579
5100 ALLEN CAY UNIT LIFT	TEXAS CITY TX 77590	05-JUL-2012	563599
S 2910 GULF FWY UNIT A 1	LEAGUE CITY TX 77573	05-JUL-2012	563596
213 SHOSHONE RIDGE DR	LA MARQUE TX 77568	03-JUL-2012	563562
W 1309 HWY 96	LEAGUE CITY TX 77573	02-JUL-2012	563534
W 1305 HWY 96	LEAGUE CITY TX 77573	02-JUL-2012	563533

AGENDA

ITEM

#4

REPUBLIC SERVICES, INC.

No. 6560980

Check Date: 5/25/12

GALVESTON COUNTY, PO BOX 1169, GALVESTON TX 77553-1169

Vendor Number: 238059

INVOICE	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
NCLF FENCE  RTD 5113	05/16/2012	1154771 P03091553	\$6,000.00	\$0.00	\$6,000.00
<b>TOTALS:</b>			<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$6,000.00</b>

Detach at Perforation Before Depositing Check

THIS IS A WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

**REPUBLIC SERVICES, INC.**  
C/O AWIN MGMT INC  
C/O ALLIED WASTE SERVICES  
18500 N. ALLIED WAY  
PHOENIX, AZ 85054

**BANK OF AMERICA**  
52-153-112

05/25/2012      6560980

*PAY Six Thousand and 00/100 Dollars*

**PAY TO THE ORDER OF**  
**GALVESTON COUNTY**  
**PO BOX 1169**  
**GALVESTON TX 77553-1169**

**\$ 6,000.00**  
Valid After 180 Days

*Edward A. [Signature]*

⑈0006560980⑈ ⑆011201539⑆ 80231000⑈



5757 A OATES RD  
HOUSTON, TX 77078

GALVESTON COUNTY COMMISSIONER  
STEPHEN HOLMES  
PRECINCT THREE

RE: LOBIT PARK DOG PARK CONTRIBUTION  
LEAGUE CITY, TX

---

AGENDA

ITEM

#5a



## COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

July 17, 2012

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

**Re: RFP#B082029, Ground Maintenance for Galveston County**

Gentlemen,

The contract associated with RFP #B082029, Ground Maintenance for Galveston County is scheduled for its second and final extension on August 23, 2012. The contracted vendors for this service are Kleen Kut Landscape Services and David's Island. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

*Rufus Crowder /dm*

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments



COUNTY OF GALVESTON

**CHARLES KENWORTHY**  
FACILITIES MANAGER

June 14, 2012

To Rufus Crowder  
From. Charles Kenworthy

RE Landscaping Services Bid # B082029

Rufus,

It is my recommendation to extend the Landscaping Services Bid # B082029 with David's Island (Galveston and Crystal Beach) and Kleen Kut Landscape Services (Mainland) for an additional year

Please contact me at X2385 if you have any questions

Thank you,

A handwritten signature in black ink, appearing to read "Charles Kenworthy", is written over a horizontal line.

Charles Kenworthy  
Facilities Manager  
County of Galveston



P O Box 269  
Galveston, Tx 77553

David L. Rambin, Owner

409-762-8061 Office  
409-762-8070 Fax

June 26, 2012

MR. CROWDER,

THIS IS TO CONFIRM THAT I DO ACCEPT AN  
ADDITIONAL 1 YEAR EXTENSION TO MY  
LANDSCAPE MAINTENANCE CONTRACT.

THANK YOU VERY MUCH FOR YOUR MANY  
YEARS OF PATRONAGE.

Sincerely,

  
DAVID L RAMBIN

Rufus Crowder,

Hi Rufus , this letter is for the agreement of a contract extension for landscape service for Mainland Properties. Kleen Kut Landscape Service is very thankful for the extension and please let us know if there is anything we can do for you. Thanks again

Sincerely,

Duke Apffel

A handwritten signature in black ink, appearing to read "Duke Apffel". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

AGENDA

ITEM

#5b



**COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

July 17, 2012

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

**Re: RFP#B092035, MPLS & Internet Connectivity Services**

Gentlemen,

The contract associated with RFP #B092035, MPLS & Internet Connectivity Services is scheduled for its first extension on September 2, 2012. The contracted vendor for this service is Comcast Commercial Services, LLC. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

*Rufus Crowder* /dm

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments



Galveston County

**INFORMATION TECHNOLOGY**

July 2, 2012

To Mr Rufus Crowder,  
From James Johnson  
Subject RFP #B092035, MPLS & Internet Connectivity Services

Information Technology department recommends that the County extend its contract with Comcast Commercial Services, LL For RFP # B092035, MPLS & Internet Connectivity Services.

Sincerely,

A handwritten signature in black ink, appearing to read "James Johnson".

James Johnson  
Galveston County IT Department

AGENDA

ITEM

#5c



## COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

July 17, 2012

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

**Re: RFP#B102017, Property & Casualty Insurance**

Gentlemen,

The contract associated with RFP #B102017, Property & Casualty Insurance is scheduled for its second extension on November 1, 2012. The contracted vendors for this service are Rust, Ewing, Watt & Haney, Inc and Jahn-Galveston Insurance Agency, Inc. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments



**COUNTY OF GALVESTON**  
**FACILITIES DEPARTMENT**  
722 MOODY, 6<sup>TH</sup> FLOOR  
GALVESTON, TEXAS 77550  
PHONE (409) 766-2384 FAX (409) 621-7971

**Charles Kenworthy**  
Facilities Manager

**James Bacon**  
Assoc Facilities Manager

June 29, 2012

Mr Crowder,

I recommend extending RFP #B102017, Property & Casualty Insurance one year; property and casualty insurance to Galveston Insurance Associates and the remaining balance of bonds, various equipment and breakdown coverage's to Rust, Ewing, Watt and Haney

A handwritten signature in black ink, appearing to be "James Bacon", written over a horizontal line.

**James Bacon**  
Risk Manager



**Rust - Ewing  
Insurance**

*An Independent Insurance Agency - Since 1925*

---

July 9, 2012

Galveston County Purchasing Agent  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, TX 77550

RE: RIP#B102017

Mr. Rufus Crowder

This is to advise that Rust-Ewing Insurance wants to extend for one more year the Property and Casualty Insurance for Galveston County in reference to RIP#B102017

Thank you, if you need anything else do not hesitate to contact our office

Sincerely,

Joe Blackshear



July 5, 2012

Rufus G Crowder, CPPB  
Galveston County Purchasing Agent  
722 Moody (21st Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston TX 77550

Re RFP #B102017

Dear Mr Crowder

This letter is to advise you of GIA's intent to extend our contract for the County's Property and Casualty insurance for another year (11/1/12 – 10/31/13).

Respectfully,

Garry P Kaufman  
President

GPK/kjm

AGENDA

ITEM

#5d



## COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

July 17, 2012

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

**Re: RFP#B112028, Indigent Burial Services**

Gentlemen,

The contract associated with RFP #B112028, Indigent Burial Services is scheduled for its first extension on September 27, 2012. The contracted vendor for this service is Carnes Brothers Funeral Home, Inc. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rufus Crowder" followed by a small monogram "ldm".

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments



# COUNTY OF GALVESTON Community Services Division

Connie A. Nicholson, Director

June 29, 2012

Mr. Rufus Crowder  
Galveston County, Purchasing Agent  
722 Moody, 5<sup>th</sup> floor  
Galveston, Texas 77550

Rufus,

Our current contract for Indigent Burial Services with Carnes Brothers Funeral Home is due for renewal on 9/27/2012. According to the terms, the contract may be extended on a year-to-year basis contingent upon approval of both parties. I would recommend extending this contract for another year.

Please do not hesitate to contact me if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Connie Nicholson".

Connie Nicholson



# Carnes Brothers Funeral Home



1201 Tremont—Galveston, TX 77550 409.765.8080

July 4, 2012

To:

Rufus Crowder  
Galveston County Purchasing Agent

Ref. **RFP #B112028**, Indigent Burial Services, scheduled first extension, September 27, 2012

Commissioners,

We are willing to extend our contract for burial services to be effective September 27, 2012 thru September 26, 2013 another year to provide Galveston County Welfare Department with the highest level of professional death care available in Galveston County

Sincerely,

---

Franklin W Carnes, III  
President-Carnes Brothers Funeral Home, Inc.

Sent via email.

**Darla McCullough**  
**Administrative Coordinator/P Card Administrator**  
**Galveston County Purchasing**  
**(409) 770-5373**  
**(409) 621-7987 Fax**  
**Darla.Mccullough@co.galveston.tx.us**

AGENDA

ITEM

#6



## THE COUNTY OF GALVESTON

**RUFUS G CROWDER, CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

July 17, 2012

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

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

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented as shown below and on the attached Fixed Asset Awaiting Disposal Listing. The request is per the instructions outlined in the Texas Local Government code, section 263.152, Disposition.

- 1998 Bombardier Sea-Doo jet ski
- Offset printing press

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

*Rufus Crowder, dm*

Rufus G Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston County

## McCullough, Darla

---

**From:** Beshears, Vickie  
**Sent:** Friday, July 13, 2012 2 23 PM  
**To:** McCullough, Darla  
**Subject:** CC Agenda Items  
**Attachments:** Awaiting Disp\_20120713.pdf

Hello Darla,

Could you please place the items included on the attached awaiting disposal report and those listed below on the next available CC agenda

Sheriff's Department

- 1998 Bombardier Sea-Doo jet ski
- Offset printing press

Please let me know if you have any questions.

Regards,

Vickie Beshears  
Fixed Asset Property Manager  
Galveston County  
409-770-5417 Phone  
409-621-7991 Fax

Galveston County, Texas

Fixed Assets Awaiting Disposal Listing

<u>FAID</u>	<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN/Serial No</u>	<u>Dept</u>	<u>PC</u>
000000027086	VIDEO RECORDER	EAGLEI RACK MOUNT	E480-480R-16	2004	106476	256100	MA
000000027087	VIDEO RECORDER	EAGLEI RACK MOUNT	E480-480R-16	2004	106475	256100	MA
000000027071	EXPEDITION	FORD	EXPEDITION	2004	1FMRU15W34LA88833	172111	VH
000000029266	PATROL-VARIOUS SUPPORT DIVISIO	FORD	POLICE INTERCEPTOR	2006	2FAFP71W86X144137	172111	VH

Record Count. 4

AGENDA

ITEM

*#7*

# Biography for Galveston County Commissioner's Court

Simon L Urbanic  
Born March 15,1944  
Galveston, Texas

Attended Saint Mary's Cathedral School and Kirwin High School

After high school, enlisted in the United States Navy, where I was Honorably Discharged ,  
as an Opticalman 3<sup>rd</sup> Class I repaired Binoculars, Telescopes, and all Navigational Equipment, (before  
GPS)

I attended Texas A&M University for a year

I was employed with 1<sup>st</sup> Southern Properties, in Houston, where I worked with the owner in purchasing  
properties

My main responsibility was to coordinate with different contractors to make properties ready for lease  
or sale. During this time I also Managed 150 pieces of rental property

From there I went in to food sales I worked for various companies as a route salesman, route builder,  
and new employee trainer

With McKee Bakeries, Little Debbie Snack Cakes, I was an Independent Contractor, thus a Small Business  
Owner

I met my wife Pamela Archer at Gloria Dei Lutheran Church After getting married I left McKee and  
obtained my Real Estate License

Pamela had her Real Estate License, so we formed The Archer Group I retired my license 3 years ago  
when the Real Estate market crashed

I still work with Pamela as an Un-Licensed assistant

From 1989 to 1990 I served on the Board of Directors of Crime Stopper of the Bay Area We worked with  
the 9 Police Departments surrounding the Clear Lake area The last 2 years, I served as President

Currently, Pamela and I are members of Bay Area Economic Partnership, BAHEP I serve on the Small  
Business Committee, and the Political Protocol Committee

I have a very strong work ethic, and I am not afraid to take on tough tasks

I am not an Engineer, nor do I think like one If the position you are considering me for is Engineer type  
related, I am not the person you are looking for

If you are looking for a person who will look at a situation and apply Common Sense, then I hope you  
will consider me

Sincerely,

Simon Urbanic

AGENDA

ITEM

#8



RECEIVED  
JUN 13 2012

June 11, 2012

GALVESTON COUNTY JUDGE

The Honorable Mark Henry  
Galveston County Courthouse  
722 Moody – Suite 200  
Galveston, TX 77553

Re Gulf Coast Center – Board of Trustees Appointments

Dear Judge Henry,

As of August 31, 2012 the board terms of Mr David Walker, Mr James Floyd and Mr Gerald Mitchell will expire Both Mr Walker and Mr Floyd have dedicated nearly 30 years of service to the Center's Board of Trustees and Mr Mitchell has dedicated 12 years of service, the Center will be honoring these Board Members and their dedicated service with a special event in August

The new board appointments are important and should be individuals who have a vested interest in developing and improving services to people with mental health issues as well as developmental disabilities That being said, I recommend the following individuals be presented to the Galveston County Commissioners Court for approval at the July 2012 meeting Upon approval please forward these appointments to the Brazoria County Commissioners Court for ratification for terms to be effective September 1, 2012

- **Linda Coleman, MSW** Mrs Coleman is a Licensed Clinical Social Worker who is the Director of Our Daily Bread, which is a program for the homeless She and her husband are residents of Santa Fe and they are the parents of Andy, who is a person with developmental disabilities and is currently in our services
- **Vivina Renfro** Ms Renfro is employed by the Gal-Tex Hotel Corporation where she works in Financial Services She is active in the Galveston County 50 Club for law enforcement and is also a past President of the National Alliance for the Mentally Ill Ms Renfro is a parent and lives in Galveston with her family
- **Lt. Jaime Castro** Lt Castro is a Lieutenant in the Galveston County Sheriff's Department and is the head of the MH Deputy Program Lt Castro is a graduate of the Law Enforcement Academy as well as the FBI Academy, he is also bilingual Lt Castro lives in Galveston with his wife Rebecca who is a Social Worker at UTMB along with their two children He also coaches his son's t-ball team

The Application for Board Appointment and Biography for each individual listed above is enclosed Should you have any questions or concerns regarding these appointments please feel free to contact me

Sincerely,

Mike Winburn  
Executive Director

MW/rw

Inclosures

Cc The Honorable F J King  
Brazoria County Courthouse  
111 F Locusts – Ste 201 A  
Angleton, TX 77515

123 ROSENBERG, SUITE 6  
GALVESTON, TEXAS 77550

409 763 2373  
FAX 409 763-5538

www.GulfCoastCenter.org

*Our mission is to enable and empower individuals and families to live quality lives*



**THE GULF COAST CENTER  
APPLICATION FOR BOARD APPOINTMENT**



Center Mission "To Enable and Empower Individuals and Families to Live Quality Lives"

Applicant Name Vivian Renfrow  
 Street Address 4806 Ave D 1/2  
 City/Zip Galveston TX 77551  
 County of Residence  Galveston County  Brazoria County  Other  
 Mailing Address (if different) \_\_\_\_\_  
 Telephone Number  
     Home (409) 443-1545 (cell)  
     Work (409) 763-8534  
 Email Address \_\_\_\_\_  
 Employment/Business Gal-Tex Hotel Corporation

List Community/Civic Activities

22 years as Board Chairman of Board of NAMI Gulf Coast  
and as President of the Galveston Chapter of NAMI  
The Fifty Club of Galveston County - Records Secretary and  
events Coordinator

Statement of interests or activities related to issues or concerns to the Gulf Coast Center

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please attach resume and/or vitae if possible

Vivian Renfrow  
 Signature of Applicant

6-4-2012  
 Date

Date Received by Center 06 10 11 12

Date Submitted to  Galveston County  Brazoria County 06 11 12

## Vivian Renfrow Biography

Vivian Renfrow was born on "The Island", and a life time resident of Galveston County. Vivian is married to Paul R. Renfrow and they have two children, Paul, Jr. and Katherine "Katy" Renfrow.

Her early career was spent working in the banking industry and as a commercial, mortgage loan and operations officer at a savings and loan. She spent several years working as an Escrow Officer for Stewart Title Company. While on a leave of absence to care for her mother, she was approached by Eugene Lucas (President) to join his staff at Gal-Tex Hotel Corporation. Twenty-five years later, she still enjoys her job very much.

As a member of Holy Family Parish she attends St. Patrick's Church. As a family member, she served for twenty years as Chairman of the Board of NAMI Gulf Coast and as President of the Galveston Chapter of NAMI. During those years NAMI accomplished many things, including building a fifteen unit apartment complex to provide housing for people with mental illness. Vivian also serves The Fifty Club of Galveston County as recording secretary and events coordinator. The Fifty Club assists families of peace officers who are killed or injured in the line of duty.



**THE GULF COAST CENTER  
APPLICATION FOR BOARD APPOINTMENT**



Center Mission "To Enable and Empower Individuals and Families to Live Quality Lives"

Applicant Name. Linda D Coleman  
 Street Address 11719 Brittan  
 City/Zip Santa Fe, Tx 77510  
 County of Residence  Galveston County  Brazoria County  Other  
 Mailing Address (if different) \_\_\_\_\_  
 Telephone Number  
     Home (409) 750-6600 (Cell)  
     Work (409) 765 6972  
 Email Address. ldc11719@yahoo.com  
 Employment/Business CHRISTUS Our Daily Bread

List Community/Civic Activities

Gulf Coast Homeless Coalition Board member  
Previous Board member of Sunshine, Inc  
Member of the ARC, NAMI and the National Assoc of  
Social Workers.

Statement of interests or activities related to issues or concerns to the Gulf Coast Center

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Please attach resume and/or vitae if possible*

Linda D Coleman  
 Signature of Applicant

6-4-12  
 Date

Date Received by Center 06 10/ 1 12

Date Submitted to  Galveston County  Brazoria County 06 11 12

## **Biography**

**Linda D. Coleman**

### **EMPLOYMENT:**

For the past eleven years I have worked for CHRISTUS Our Daily Bread, a therapeutic day shelter for people who have no home, the first five years as Social Worker, the past six years as Director. I have also worked in the Social Work Department for UTMB–Galveston and as a Case Worker for the Gulf Coast Center- Family Preservation Program.

### **EDUCATION:**

I graduated from the University of Houston-Clear Lake with a BS degree in Sociology, followed by earning a Master of Social Work (MSW) from the University of Houston Graduate College of Social Work. I am licensed by the State of Texas as a Licensed Clinical Social Worker (LCSW).

### **COMMUNITY SERVICE:**

Currently, I am serving as a board member on the Gulf Coast Homeless Coalition. Previously, I sat on the board at Sunshine, Inc., a day center serving adults with Intellectual and Developmental Disabilities. I am a member of The ARC serving people with Intellectual and Development Disabilities, National Alliance on Mental Illness (NAMI), and the National Association of Social Workers (NASW). Also, I have served as co-chair for the Gulf Coast Chapter of the NASW-TX. For the past six years, I have volunteered at the 1894 Grand Opera House.

### **FAMILY:**

I have lived in Galveston County with my husband Lewis, for 36 years. We have two grown sons, one of which has Developmental Disabilities.



**THE GULF COAST CENTER  
APPLICATION FOR BOARD APPOINTMENT**



Center Mission "To Enable and Empower Individuals and Families to Live Quality Lives"

Applicant Name: Jaime Castro

Street Address 11137 Stewart Rd

City/Zip Galveston TX 77554

County of Residence  Galveston County  Brazoria County  Other

Mailing Address (if different) \_\_\_\_\_

Telephone Number

Home (409) 682-4825

Work (409) 766-2323

Email Address \_\_\_\_\_

Employment/Business. Galveston County Sheriff's Department  
Mental Health Deputy

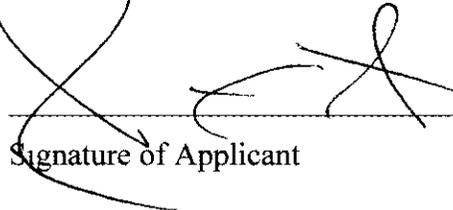
List Community/Civic Activities

Member of the Galveston Children, Families, and Youth Board  
Member of the Galvest County Mental Health Task Force

Statement of interests or activities related to issues or concerns to the Gulf Coast Center

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please attach resume and/or vitae if possible*

  
Signature of Applicant

6-4-12  
Date

Date Received by Center 06 1 09 1 12

Date Submitted to  Galveston County  Brazoria County 06 1 11 1 12

## **Biographical Sketch**

Jaime Castro  
Commander - Mental Health Division  
Galveston County Sheriff's Office

Lt Jaime Castro has been employed by the Galveston County Sheriff's Office for 20 years. Before deciding on a career in law enforcement, he worked in the restaurant business. Lt. Castro spent his first three years in law enforcement with the Corrections Division. The remainder of his time has been spent with the Mental Health Division, where he worked his way up from deputy to Lieutenant and Commander of the division. Lt. Castro holds a Master Peace Officer License and is a graduate of the FBI National Academy and the Law Enforcement Management Institute of Texas. He has represented the Sheriff's Office as a member of the Galveston Children, Families, and Youth Board and the Galveston County Mental Health Task Force. He and his wife, Rebecca, have two children. The family loves the outdoors and their mission is to help people.

# AGENDA ITEM

#9



# COUNTY OF GALVESTON

On this the 24<sup>th</sup> day of July, 2012, the **Commissioners' Court** of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

**Whereas**, there are some stalwart individuals who stand before us whose lives serve as a model for the rest of us. These people have conquered obstacles and improved the lives of others through hard work and selfless action. One such person is **James T. Floyd**, who has continuously been actively involved as an advocate for those in need for his entire lifetime, and

**Whereas**, for the past twenty-eight (28) years **Mr. Floyd** has wholeheartedly served on the **Board of Trustees**, serving as Chairman for several years. In addition, in 1998, his talents being recognized statewide, he was elected **President of Community Solutions**, a statewide community center interactive, and

**Whereas**, having worked in maintenance and construction for many years in the private sector, he is very knowledgeable about facilities and structures. In the early 1980's, a number of the Center's facilities were old and in poor condition. **Mr. Floyd** made it his personal mission to have new ones constructed and to repair others. As a result, the **Center** currently prides itself as having some of the best facilities for its consumers in the State of Texas, and

**Whereas**, having the staunch belief that all individuals should be afforded the opportunity to work, another interest of **Mr. Floyd** was assisting in finding jobs for people with disabilities. This commitment to others proved instrumental in his advocating the **Center** to remodel **Mainland Industries** and his securing many work contracts for its consumers, and

**Whereas**, the **Commissioners' Court of Galveston County**, wishes to express its appreciation to **Mr. Floyd** for his long and faithful service to both the **County of Galveston** and the **Gulf Coast Center**.

Now, **Therefore**, **Be it Resolved**, that the **Commissioners' Court of Galveston County, Texas** publicly issues this **Resolution of Appreciation** to **James T. Floyd** thanking him for his many years of outstanding service to the people of the **State of Texas** and the **County of Galveston** and extends its best wishes for all his future endeavors.

**Be it Further Resolved** that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to **James T. Floyd** as a token of the **Court's** appreciation of his many years of dedicated public service.

**Upon Motion Duly Made and Seconded**, the above Resolution was unanimously passed on this 24<sup>th</sup> day of July, 2012.

Attest:

*Brandy Chapman, Deputy*  
for *Dwight D. Sullivan, County Clerk*  
*Patrick F. Doyle*  
Patrick F. Doyle, Comm., Pct. #1  
*Kevin D. O'Brien*  
Kevin D. O'Brien, Comm., Pct. #2



County of Galveston, Texas

By: *Mark A. Henry*  
Mark A. Henry, County Judge  
*Stephen D. Holmes*  
Stephen D. Holmes, Comm., Pct #3  
Absent  
Kenneth Clark, Comm., Pct #4



# COUNTY OF GALVESTON

On this the 24<sup>th</sup> day of July, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

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

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

Whereas, for the past twenty-four (24) years **David Walker** has unselfishly served as a member of the **Board of Trustees of the Gulf Coast Center**. His interest in mental health services began when he was a young attorney with the **Galveston County Criminal District Attorney's Office**. During his employment as an **Assistant Criminal District Attorney**, he oftentimes observed the frustrating situations that individuals with disabilities encountered with the judicial system, and

Whereas, in order to assist those with disabilities in their time of need, **David** became very active in the **Galveston Mental Health Association**, both serving on the Association's Board, eventually as **President**, and

Whereas, when the **Galveston Mental Health Association** merged with the **Gulf Coast Center**, **David** became a member of the **Center's Board** and continued to work to help ensure that there were advocates who spoke for the **Center's Consumers** and for others in need of such services in Galveston County; and

Whereas, **David** enjoys the respect and admiration of those who know and work with him. His sheer delight in serving the public serves as a beacon to others. His honesty and integrity are above reproach. If our country had more individuals with his vision, compassion, tolerance and giving nature, we would have a much better world in which to live, and

Whereas, while the people of Galveston County understand that all great leaders must move on, we also note **David's** departure from the **Board of Trustees** with a corresponding measure of sadness, a man of his integrity, wisdom, and commitment to his profession as an attorney and to public service is rare indeed. The people of Galveston County and our great State of Texas will miss working with their trusted, devoted and loyal friend, and

Whereas, the **Commissioners' Court of Galveston County**, wishes to express its appreciation to **David** for his long and faithful service to both the **County of Galveston** and the **Gulf Coast Center**.

Now, Therefore, **Be it Resolved**, that the **Commissioners' Court of Galveston County, Texas** publicly issues this **Resolution of Appreciation to David Walker** thanking him for his many years of outstanding service to the people of the **State of Texas** and the **County of Galveston** and extends its best wishes for all his future endeavors

**Be it Further Resolved** that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to **David Walker** as a token of the **Court's** appreciation of his many years of dedicated public service

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 24<sup>th</sup> day of July, 2012

Attest:

County of Galveston, Texas

for Brandy Chapman, Deputy  
Dwight D. Sullivan, County Clerk

By: Mark A. Henry  
Mark A. Henry, County Judge

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

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

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

Absent  
Kenneth Clark, Comm., Pct #4



# COUNTY OF GALVESTON

On this the 24<sup>th</sup> day of July, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

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

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

**Whereas**, his noble way of life, his friendly and giving nature to the public, his unfailing zest for his many and assigned chosen tasks, his outgoing personality and his unflinching recognition of the many responsibilities that are his attributes that only partially describe **Gerald Mitchell**, a member of the **Board of Trustees of the Gulf Coast Center**; and

**Whereas**, as an aerospace financial business expert with NASA for many years, **Gerald Mitchell** brought his many talents and skills in providing volunteer work in the public sector As **President of the local National Alliance of Mentally Ill** as well as **Vice President of the National Alliance on Mental Illness, Texas** at the state level, **Gerald's** expertise and experience were sought locally and, twelve (12) years ago he became a member of the **Board of Trustees of the Gulf Coast Center**; and

**Whereas**, both prior to and upon becoming **Chairman of the Board**, the **Center** continually felt his influence in innumerable areas His leadership provided valuable expertise in greatly upgrading the **Center's** computer and technology divisions And, his financial background has, since his first day on the **Board** helped ensure that the **Center** maintained a solid financial standing in the community, and

**Whereas**, **Gerald's** knowledge, skill, integrity, and dedication to duty were demonstrated on a daily basis the entire time he served on the **Board** His friendly attitude and skillful manners were well recognized and appreciated by those who have had the pleasure of coming in contact with him Without the conscientious, capable and work of **Gerald**, the **Center's** operations would have been severely hampered Things just went smoothly when **Gerald** was in charge, particularly as **Chairman**, and

**Whereas**, the **Commissioners' Court of Galveston County**, wishes to express its appreciation to **Gerald** for his long and faithful service to both the **County of Galveston** and the **Gulf Coast Center**.

**Now, Therefore, Be it Resolved**, that the **Commissioners' Court of Galveston County, Texas** publicly issues this **Resolution of Appreciation to Gerald Mitchell** thanking him for his many years of outstanding service to the people of the **State of Texas** and the **County of Galveston** and extends its best wishes for all his future endeavors

**Be it Further Resolved** that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to **Gerald Mitchell** as a token of the **Court's** appreciation of his many years of dedicated public service

**Upon Motion Duly Made and Seconded**, the above Resolution was unanimously passed on this 24<sup>th</sup> day of July, 2012

Attest.

County of Galveston, Texas

*Brandy Chason, Deputy*  
for *Dwight D. Sullivan, County Clerk*

By: *Mark A. Henry*  
Mark A. Henry, County Judge

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

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

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

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

AGENDA

ITEM

#10



**THE COUNTY OF GALVESTON**

**RIGHT OF WAY /  
REAL ESTATE SERVICES**

722 Moody, 1<sup>st</sup> Floor  
Galveston, Texas 77550

(281) 316-8300, Ext 5577

July 16, 2012

Honorable Mark Henry, County Judge  
Hon Galveston County Commissioners' Court  
Galveston County Courthouse  
722 Moody  
Galveston, Texas 77550

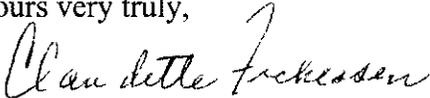
Re Parcels 147 – F M 646  
Limits F M 1764 to S H 6

Gentlemen

For your consideration, we are attaching original Donation Deed from the City of Santa Fe covering Parcel 147 required for the captioned F M 646 Project

If you are agreeable to accepting this transaction, please have the deed recorded in the County Clerk's Official Public Records After recording, the original instrument should be returned to the Right of Way Department

Yours very truly,

  
Claudette Fickessen

Encl  
cf

cc Commissioner Kevin O'Brien, Precinct 2  
Mr Mike Fitzgerald, P E , County Engineer

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation  
Form ROW N-25  
(Rev 07/11)  
Page 1 of 2



2012039171

6 PGS

**DONATION DEED - LPA**

THE STATE OF TEXAS                    §    ROW CSJ· 0978-01-032  
   §  
COUNTY OF GALVESTON               §

That, The City of Santa Fe , a political subdivision of the State of Texas, County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollar (\$1 00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit NONE

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee , its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas, and its assigns forever, and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

IN WITNESS WHEREOF, this instrument is executed on this the 23rd day of February, 2012

ATTEST

Janet Davis  
Janet Davis City Secretary/Treasurer

THE CITY OF SANTA FE, TEXAS

By Ralph Stenzel  
Ralph Stenzel Mayor



\* N 2 5 \*

**Acknowledgement**

State of Texas  
County of Galveston

This instrument was acknowledged before me on 2/23/2012

By Reynold Stern Mayor of the City of Santa Fe, Texas



Janet B. Davis  
Notary Public's Signature

**Corporate Acknowledgment**

State of Texas  
County of

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_

corporation, on behalf of said corporation

\_\_\_\_\_  
Notary Public's Signature

EXHIBIT "A"

Page 1 of 3

County Galveston  
Highway FM 646  
Limits From FM 517 to SH 6  
ROW CSJ 0978-01-032  
ROW Account 8012-02-068

Property Description for  
Parcel 147

BEING a 0 050 of one acre (2,182 square feet) parcel of land located in the Mary Austin Survey, Abstract No 14, Galveston County, Texas, being a portion of Lot 15, Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G.C M R.) and being a portion of that certain calculated 4 765 acre tract of land conveyed to Paul D Borsellino of record in Volume 1725, Page 70, of the Galveston County Deed Records (G C D R ), said 0 050 of one acre being more particularly described as follows:

COMMENCING at the northwesterly corner of that certain 4.765 acre tract of land conveyed to Bernice Dema Vail by deed of record in County Clerk File No 2003002048, Film Code No 017-90-2573 of the Official Public Records of Real Property Galveston County, Texas (O P R O R P G C ), being the southwesterly corner of said 4 765 acre tract, from which a 1/2-inch iron pipe found bears South 43°35' West, a distance of 1 09 feet, thence as follows,

THENCE, North 88°03'13" East, along the southerly line of said 4 765 acre tract, being the northerly line of said Vail tract, a distance of 992 14 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,012.50, Y = 13,711,730 32;

- 1 ) THENCE, North 01°55'00" West, along the proposed westerly right-of-way line of FM 646, a distance of 207.00 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the northerly line of said 4 765 acre tract, being the southerly line of that certain calculated 2 773 acre tract of land conveyed to Otto C. Pless, Jr by deeds of record in County Clerk File No 8718977, Film Code No 005-26-0115 and County Clerk File No. 8551804, Film Code No. 004-31-0285, O.P.R.O R P G C., same being the northerly line of said Lot 15, also being the southerly line of Lot 16 of said Thaman's First Subdivision;
- 2 ) THENCE, North 88°03'13" East, along the common line of said Lot 15 and said Lot 16, being the northerly line of said 4 765 acre tract, same being the southerly line of said 2.773 acre tract, a distance of 10 52 feet to a point in the existing westerly right-of-way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 471, G C.D R., being the northeasterly corner of said 4 765 acre tract, same being the southeasterly corner of said 2 773 acre tract,
- 3 ) THENCE, South 01°55'43" East, along the existing westerly right-of-way line of FM 646, being the easterly line of said 4 765 acre tract, a distance of 207 00 feet to a point marking the southeasterly corner of said 4 765 acre tract, same being the northeasterly corner of said Vail tract, from which a 1-inch iron pipe found bears South 68°50' West, a distance of 0 57 feet;

EXHIBIT "A" Page 2 of 3

- 4) THENCE, South 88°03'13" West, along the northerly line of said 14 293 acre tract, being the southerly line of said 4 765 acre tract, a distance of 10 56 feet to the POINT OF BEGINNING and containing 0 050 of one acre (2,182 square feet) of land

Notes

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1 00013

\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel

A plat of even survey date herewith accompanies this property description

I certify that the survey was performed on the ground under my supervision on August 15, 2003

Prepared By:

GeoSolutions, Ltd.  
1440 Lake Front Circle, Suite 110  
The Woodlands, Texas 77380  
Tel 281-681-9766



4-18-06

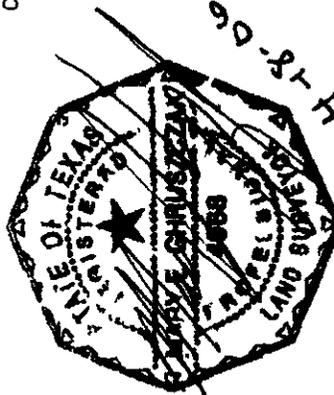
**MARY AUSTIN SURVEY**  
A-14

**LEGEND**

- Set 3/8" IR w/TxDOT Alum Cap
- Fnd 3/8" IR w/TxDOT Alum Cap
- Set 1/2" Iron Rod with GS Cap (unless otherwise noted)
- Fnd (Type indicated at Location)
- GAS PUMP
- MONITOR WELL
- D WATER METER
- 2"x2" GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- STA. STATION
- OFF. OFFSET
- R.O.W. RIGHT OF WAY
- N.T.S. NOT TO SCALE

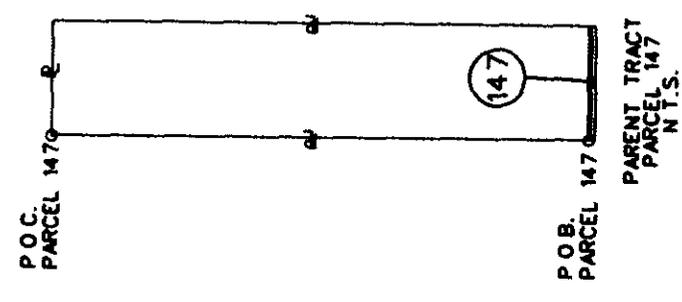
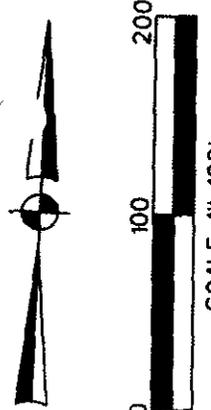
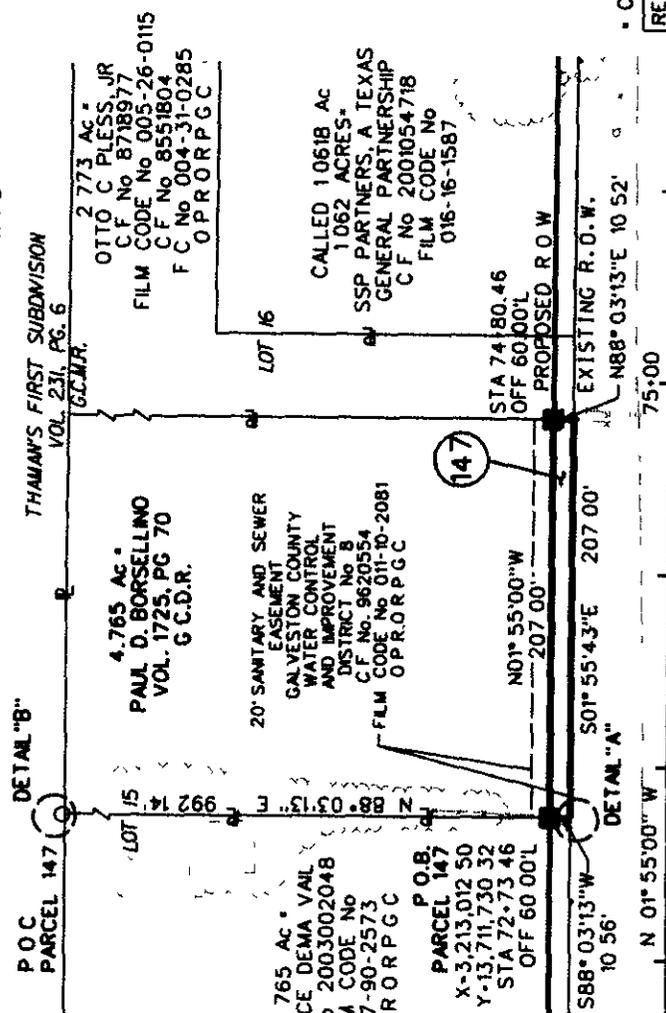
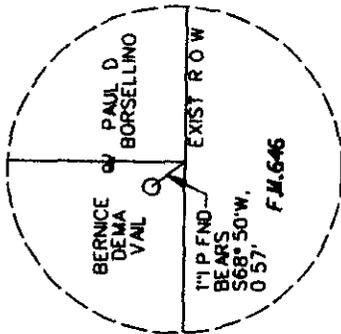
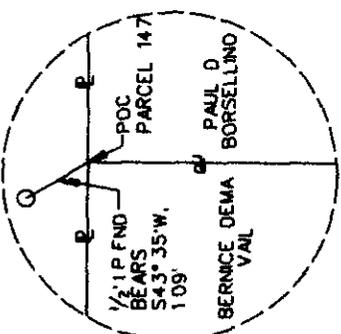
F.M. 646

RECORD INFORMATION  
VOL 735, PG 471  
G.C.D.R.



**NOTES**

- 1 ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ); ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013.
- 2 \*\*THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE WRIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT
- 3 THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003. MAP COMPLETED IN APRIL, 2006
- 4 PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT



• CALCULATED AREA

**REVISIONS**

1	
---	--

EXISTING	TAKING	REMAINING
4 765 Ac	0.050 Ac 2,182 Sq Ft	4 715 Ac
Solutions, Ltd		
Tel (281) 681-9766 Fax (281) 681-9779		
PARCEL 147 FM 646		
GALVESTON COUNTY, TEXAS R.O.W. C.S.J. 0978-01-032		
DATE: APRIL 2006		

5 ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL

DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS. G.C.M.R. INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F. INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

\\sp\fm646\_PARS147.dwg 4/18/2006 8:28:48 AM by Ljpb

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan* 2012039171

July 24, 2012 01 55 28 PM

FEE \$32 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#11



**THE COUNTY OF GALVESTON**  
**RIGHT OF WAY /**  
**REAL ESTATE SERVICES**  
722 Moody, 1<sup>st</sup> Floor  
Galveston, Texas 77550

(281) 316-8300, Ext 5577

July 16, 2012

Honorable Mark Henry, County Judge  
Hon Galveston County Commissioners' Court  
Galveston County Courthouse  
722 Moody  
Galveston, Texas 77550

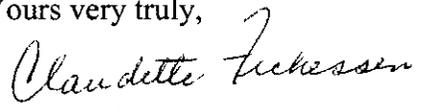
Re Frenchtown Bridge  
Port Bolivar

Gentlemen

For your consideration, we are attaching original Deed executed by members of the Kahla family covering 14,563 square feet of land required for the Frenchtown Bridge Project in Bolivar. The proposed bridge will cross Horseshoe Bayou, replacing the old structure which is no longer safe for use and has been closed for some time. Galveston County is responsible for acquiring the necessary right of way and TxDot will construct the bridge. The purchase cost for this parcel is \$20,000.00.

If you are agreeable to accepting this transaction, please authorize payment to the Kahla family and have the deed recorded in the County Clerk's Official Public Records. After recording, the original instrument should be returned to the Right of Way Department.

Yours very truly,

  
Claudette Fickessen

Encl  
cf

cc Commissioner Patrick Doyle, Precinct 1  
Mr Mike Fitzgerald, P E , County Engineer



**DEED**

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

THAT, We, Joe Glenn Kahla, Karen E Kahla, Joe H Kahla, John W Kahla, and Lee Ellen Kahla of the County of Jasper, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Twenty Thousand and No/100 (\$20,000.00) to Grantors, c/o Joe Glenn Kahla, cash in hand paid by the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, the receipt and sufficiency of which is hereby acknowledged, and confessed, and for which no lien is retained, either expressed or implied, have this day Sold, and by these presents do Grant, Bargain, Sell, and Convey unto the County of Galveston, all that certain tract or parcel of land in Galveston County, Texas, and being more particularly described as follows, to wit

As shown on Exhibit "A"

There is excepted from this deed all Oil, Gas, and other Minerals and Mineral rights in and under the above described tract of land

**TO HAVE AND TO HOLD** the above described premises herein conveyed together with all and singular the rights and appurtenances thereof in anywise belonging, unto the County of Galveston, Texas, and its assigns forever, and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, to **WARRANT** and **FOREVER DEFEND** all and singular the said premises herein conveyed unto the County of Galveston, Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

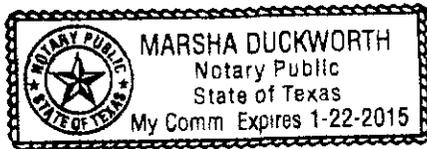


ACKNOWLEDGMENT

THE STATE OF TEXAS §  
COUNTY OF ~~GALVESTON~~ JASPER §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John W. & wife Lee Ellen known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL of office, this the 5 day of July, 2012



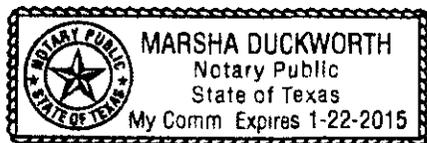
Marsha Duckworth  
Notary Public in and for  
THE STATE OF TEXAS  
My Commission expires 1-22-2015

ACKNOWLEDGMENT

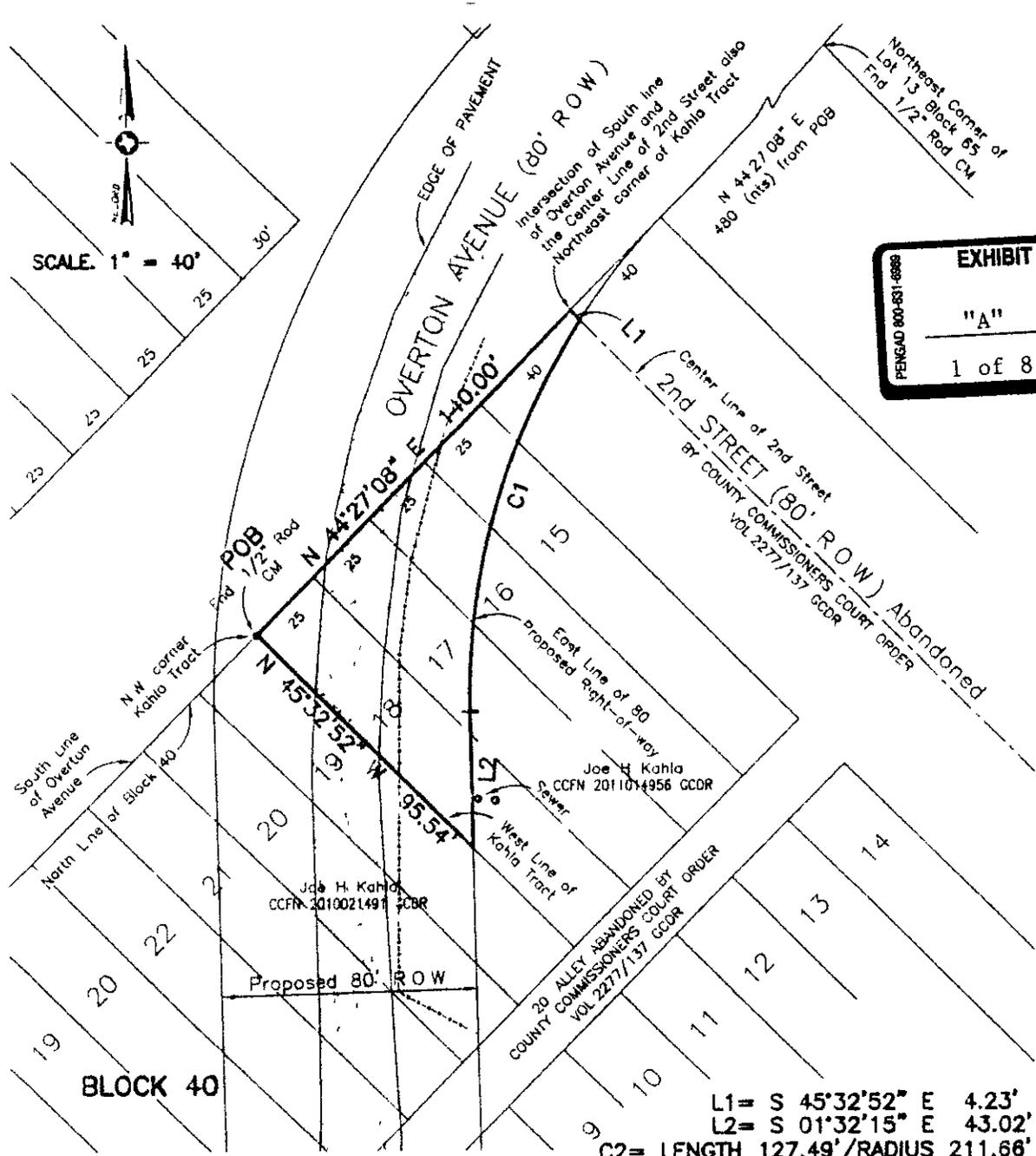
THE STATE OF TEXAS §  
COUNTY OF ~~GALVESTON~~ JASPER §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Joel & wife Karen E. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL of office, this the 5 day of July, 2012



Marsha Duckworth  
Notary Public in and for  
THE STATE OF TEXAS  
My Commission expires 1-22-2015



**EXHIBIT**

"A"

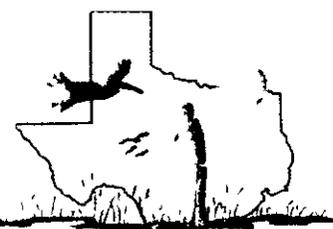
1 of 8

PENGLAD 900-831-6868

Survey of Part of Lots 15, 16, 17 and 18 out of Block 40 in the TOWNSITE OF PORT BOLIVAR, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, together with a portion of 2nd Street as abandoned and closed by County Commissioners Court Order as recorded in Volume 2277, Page 137 GCDR, said tract being more particularly described in attached Exhibit "A"

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

*Sidney Bouse*  
 Sidney Bouse  
 Registered Professional  
 Land Surveyor No 5287



**COASTAL SURVEYING OF TEXAS INC**

GALVESTON OFFICE  
 5017 HARBORSIDE DRIVE  
 P.O. BOX 877 (2nd flg)  
 241 ESTON TX 77553  
 PH (409) 740-1517 fx (409) 740-0377

CRYSTAL BEACH OFFICE  
 375 LAZY LANE WEST  
 P.O. BOX 2742 (mailing)  
 215TAL REALM TX 77450  
 PH (409) 684-4400 fx (409) 684-6112

WWW.SURVEYGALVESTON.COM

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

Rev 04-17-12

SURVEY DATE	November 14, 2011
FILE No	5980-0040-0015-000
DRAFTING	jak
JOB No	11-1692 A



**COASTAL SURVEYING OF TEXAS, INC**  
GALVESTON OFFICE  
3017 HARBORSIDE DRIVE  
P.O. BOX 877 (mailing)  
GALVESTON, TX 77555  
ph (409) 748-1517 fx (409) 748-0377  
CRYSTAL BEACH OFFICE  
375 LAZY LANE WEST  
P.O. BOX 2742 (mailing)  
CRYSTAL BEACH, TX 77650  
ph (409) 684-6408 fx (409) 684-6312  
WWW.SURVEYGALVESTON.COM

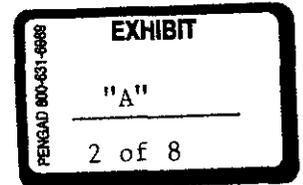


Exhibit "A"

Survey of Part of Lots 15, 16, 17 and 18 out of Block 40 in the TOWNSITE OF PORT BOLIVAR, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, together with a portion of 2nd Street as abandoned and closed by County Commissioners Court Order as recorded in Volume 2277, Page 137, GCDR, said tract being more particularly described by metes and bounds as follows

COMMENCING at the Northwest corner of said Lot 18, Block 40, said point being the Northwest corner of that certain tract or parcel conveyed to Joe H Kahla as recorded in County Clerk File Number (CCFN) 2011014956 Galveston County Deed Records (GCDR), Galveston County, Texas, from which the Northeast corner of Lot 13, Block 65 bears N 44 27'08"E, 480.00 feet,

THENCE N 44 27'08" E, along the North line of Block 40, the North line of the said Kahla tract and the South line of Overton Avenue, (80' row), a distance of 140.00 feet to the intersection of the said South line of Overton Avenue and the center line of 2nd Street as said 2nd Street was abandoned by Commissioners Court of Galveston County as recorded in Volume 2277, Page 137 (GCDR), said point also being the Northeast corner of the said Kahla tract,

THENCE S 45 32'52" E, along the said center line of abandoned 2nd Street and the East line of the said Kahla tract, a distance of 4.23 feet to the East line of a proposed 80 right of way being a curve to the left,

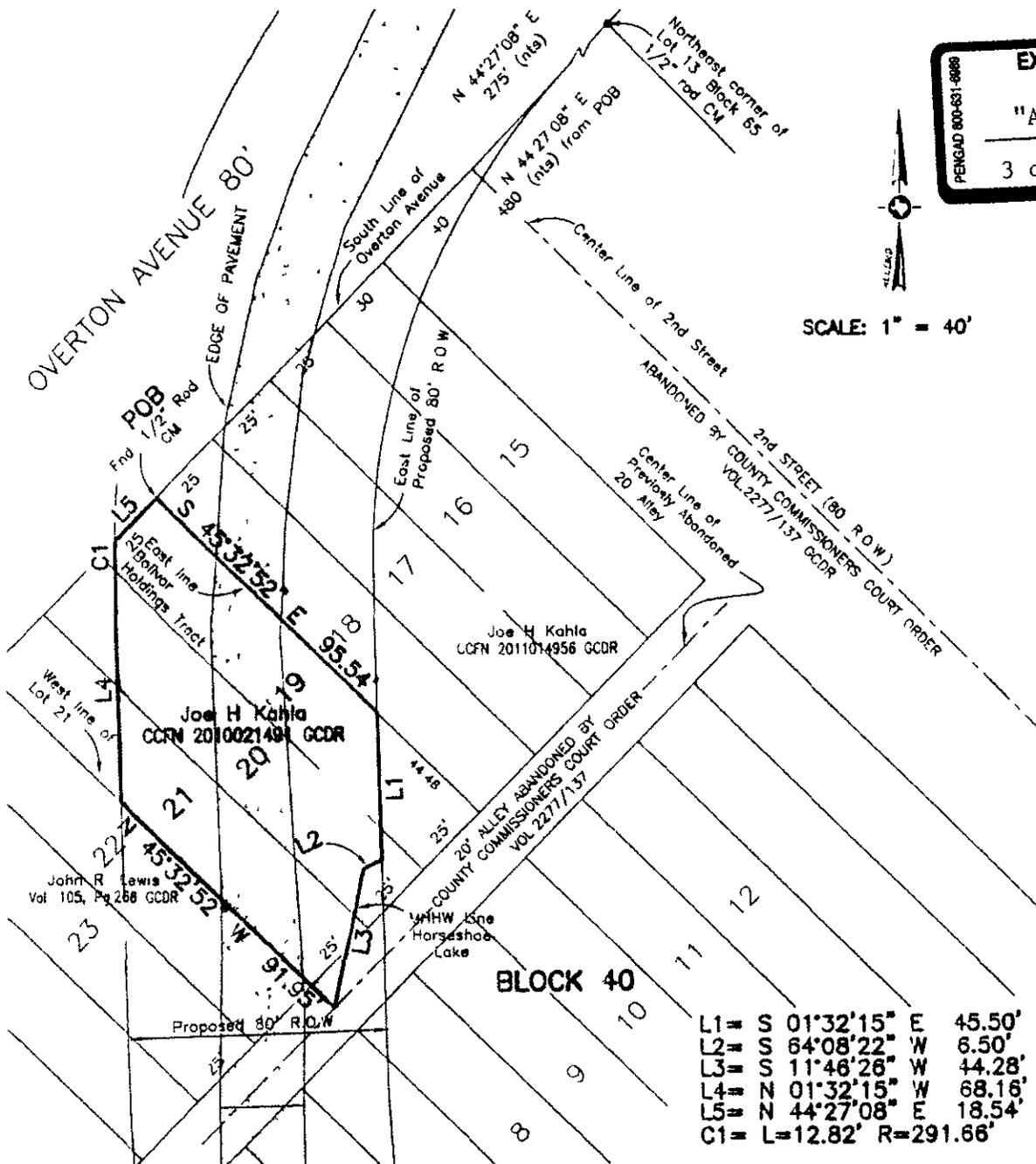
THENCE with a curve turning to the left with an arc length of 127.49 feet, with a radius of 211.66 feet, with a chord bearing of S 15 43'06" W, with a chord length of 125.57 feet to the Point of Tangency,

THENCE S 01 32'15" E, a distance of 43.02 feet to the intersection of the said Proposed right of way line with the West line of said Lot 18,

THENCE N 45 32'52"W, along the West line of the said Kahla tract and the West line of said Lot 18, a distance of 95.54 feet to the POINT OF BEGINNING and containing, 5382 square feet, 0.124 Acres and the existing French Town Road



SCALE: 1" = 40'

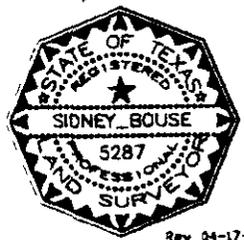


- L1 = S 01°32'15" E 45.50'
- L2 = S 64°08'22" W 6.50'
- L3 = S 11°46'26" W 44.28'
- L4 = N 01°32'15" W 68.16'
- L5 = N 44°27'08" E 18.54'
- C1 = L=12.82' R=291.66'

Survey of Part of Lots 19, 20 and 21 out of Block 40 in the TOWNSITE OF PORT BOLIVAR, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, together with a portion of the 20 foot alley in said Block 40 as abandoned by Commissioners Court of Galveston County as recorded in Volume 2277, Page 137 GCDR, said tract being more particularly described by metes and bounds on attached Exhibit A.

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

*Sidney Bouse*  
Sidney Bouse  
Registered Professional  
Land Surveyor No 5287

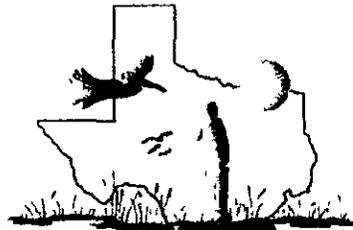


Rev 04-17-12  

SURVEY DATE	November 14, 2011
FILE No	5960-0040-0019-000
DRAFTING	jak
JOB No	11-1692 B

**COASTAL SURVEYING OF TEXAS, INC**  
 GALVESTON OFFICE: 3017 HARBORSIDE DRIVE, P.O. BOX 877 (mailing), GALVESTON, TX 77553, ph (409) 740-1517 fx (409) 740-0377  
 CRYSTAL BEACH OFFICE: 275 LAZY LANE WEST, P.O. BOX 2742 (mailing), CRYSTAL BEACH, TX 77650, ph (409) 584-8400 fx (409) 584-8112  
 WWW.SURVEY.GALVESTON.COM

- NOTES**
- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency
  - 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company)
  - 3) Bearings based on Monumentation of South R.O.W line of Overton Avenue being the control monuments marked CM
  - 4) Elevations are shown in feet above Mean Sea Level NAVD 88 Datum as tied to NGS Monument HGCSO 64
  - 5) Surveyed without benefit of a Title Report



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GALVESTON OFFICE  
3027 HARBORSIDE DRIVE  
P.O. BOX 877 (mailing)  
GALVESTON, TX 77553  
PH (409) 748-1287 Fx (409) 748-8377  
CRYSTAL BEACH OFFICE  
979 LAZY LANE WEST  
P.O. BOX 2742 (mailing)  
CRYSTAL BEACH TX 77658  
PH (409) 684-6488 Fx (409) 684-8122  
WWW.SURVEYGALVESTON.COM

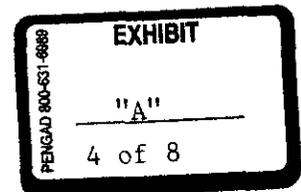


Exhibit "A"

Being part of Lots 19, 20 and 21 out of Block 40 in the TOWNSITE OF FORT BOLIVAR, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, together with a portion of the 20 foot alley in said Block 40 as abandoned by Commissioners Court of Galveston County as recorded in Volume 2277, Page 137 GCDR, said tract being more particularly described by metes and bounds as follows,

BEGINNING at the Northeast corner of said Lot 19, Block 40, said point being the Northwest corner of that certain tract or parcel conveyed to Joe H Kahla as recorded in County Clerk File Number (CCFN) 2011014956 Galveston County Deed Records (GCDR), Galveston County, Texas, and the Northeast corner of that certain tract or parcel conveyed to Joe H Kahla as recorded in CCFN 2010021491 GCDR, from which the Northeast corner of Lot 13, Block 65 bears N 44°27'08"E, 180.00 feet,

THENCE S 45°32'52" E, along the East line of said Lot 19 and the East line of the said Kahla tract, a distance of 95.54 feet to the East line of the Proposed 80 foot right of way,

THENCE along the East line of the said Proposed right-of-way, S 01°32'15" E, a distance of 45.50 feet to the Mean Higher High Water line of Horseshoe Lake as described in survey by Sidney Bouse, LSLs dated July 27, 2002 titled 'Mean Higher High Water line survey of Horseshoe Lake out of the Samuel Parr Survey, Abstract 162, Galveston County, Texas 4.9 Miles N 16°E from Galveston Texas',

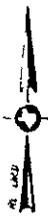
THENCE along the said Mean Higher High Water line, S 64°08'22" W, a distance of 6.50 feet and S 11°46'26" W, a distance of 44.28 feet to its intersection of the Southerly projection of the West line of said Lot 21 into the centerline of the said previously abandoned 20 foot alley,

THENCE N 45°32'52" W, along the West line of said Lot 21, a distance of 91.95 feet to the West line of the said Proposed 80 foot right-of-way,

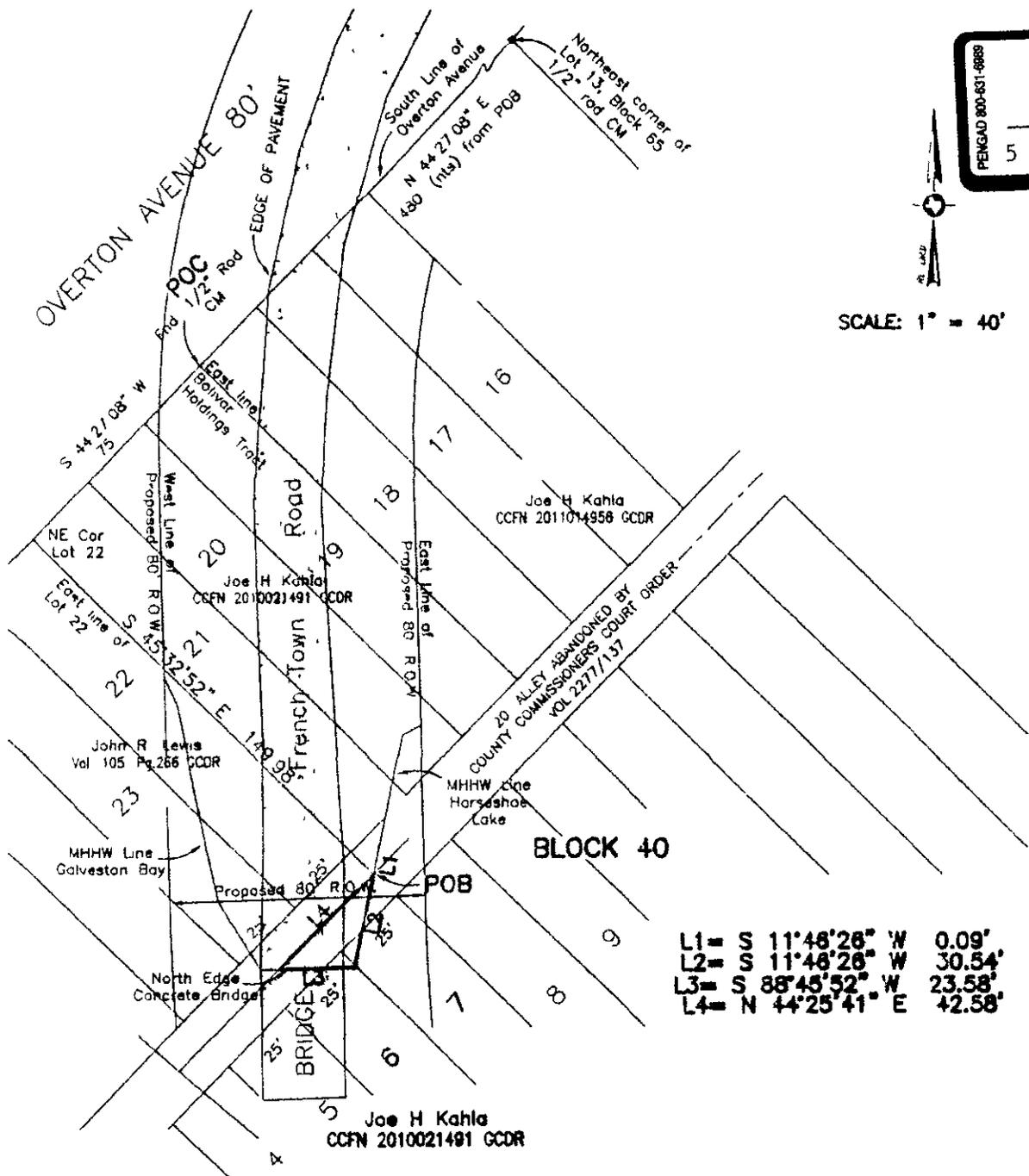
THENCE along the West line of the said Proposed 80 foot right-of-way, N 01°32'15" W, a distance of 68.16 feet to the PC of a curve to the Right,

THENCE along the said Curve to the Right, with an arc length of 12.82 feet, with a radius of 291.66 feet, with a chord bearing of N 00°16'43" W, with a chord length of 12.81 feet to the South line of Overton Avenue (80' row),

THENCE N 44°27'08" E, along the South line of said Overton Avenue, a distance of 18.54 feet to the POINT OF BEGINNING having an area of 7831 Square Feet, 0.180 Acres and the existing French Town Road



SCALE: 1" = 40'



Survey of Part of Lots 6 and 7 out of Block 40 in the TOWNSITE OF PORT BOLIVAR, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, together with a portion of the 20 foot alley in said Block 40 as abandoned by Commissioners Court of Galveston County as recorded in Volume 2277 Page 137 GCDR said tract being more particularly described by metes and bounds on attached Exhibit A,

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

*Sidney Bouse*  
Sidney Bouse  
Registered Professional  
Land Surveyor No 5287



Rev 34-17-12

SURVEY DATE	November 14, 2011
FILE No	5960-0040-0006-000
DRAFTING	jak
JOB No	11-1692 D



**COASTAL SURVEYING OF TEXAS, INC**  
 GALVESTON OFFICE: 5017 HARBORSIDE DRIVE, P.O. BOX 877 (mailing), GALVESTON, TX 77553, ph (408) 740-1517 fr (408) 740-0377  
 CRYSTAL BEACH OFFICE: 375 LAZY LANE WEST, P.O. BOX 2742 (mailing), CRYSTAL BEACH, TX 77650, ph (408) 688-6400 fr (408) 688-6112  
 WWW.SURVEYGALVESTON.COM

- NOTES**
- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency
  - 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company)
  - 3) Bearings based on Monumentation of South R.O.W line of Overton Avenue being the central monuments marked CM
  - 4) Surveyed without benefit of a Title Report



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GALVESTON OFFICE  
3017 HARBORSIDE DRIVE  
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GALVESTON, TX 77553  
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CRYSTAL BEACH OFFICE  
973 LAZY LANE WEST  
P.O. BOX 2742 (mailing)  
CRYSTAL BEACH, TX 77658  
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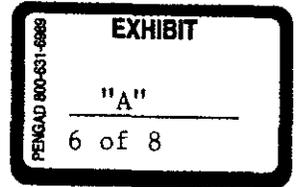


Exhibit "A"

Survey of Part of Lots 6 and 7 out of Block 40 in the TOWNSITE OF PORT BOLIVAR, Texas, according to the map or plat thereof recorded in Plot Record 10, Map Number 4, Plat Records, Galveston County, Texas, together with a portion of the 20 foot alley in said Block 40 as abandoned by Commissioners Court of Galveston County as recorded in Volume 2277, Page 137 GCDR, said tract being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of Lot 19, Block 40, said point being the Northwest corner of that certain tract or parcel conveyed to Joe H Kahla as recorded in County Clerk File Number (CCFN) 2011014956 Galveston County Deed Records (GCDR), Galveston County, Texas, and the Northeast corner of that certain tract or parcel conveyed to Joe H Kahla as recorded in CCFN 2010021491 GCDR, from which the Northeast corner of Lot 13, Block 65 bears N 44°27'08"E, 480.00 feet,

THENCE S44°27'08"W, along the South line of said Overton Avenue, a distance of 75.00 feet to the Northeast corner of Lot 22 in said Block 40,

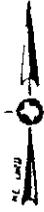
THENCE S 45°32'52"E, along the East line of said Lot 22, a distance of 149.98 feet to the intersection of the Mean Higher High Water line as described in survey by Sidney Bouse, LSLS dated July 27, 2002 titled "Mean Higher High Water line survey of Horseshoe Lake out of the Samuel Parr Survey, Abstract 162, Galveston County, Texas 4.9 Miles N 16°E from Galveston Texas,

THENCE S 11°46'26" W, along the said Mean Higher High Water line, a distance of 0.09 feet to the centerline of the said abandoned 20 foot alley and the POINT OF BEGINNING,

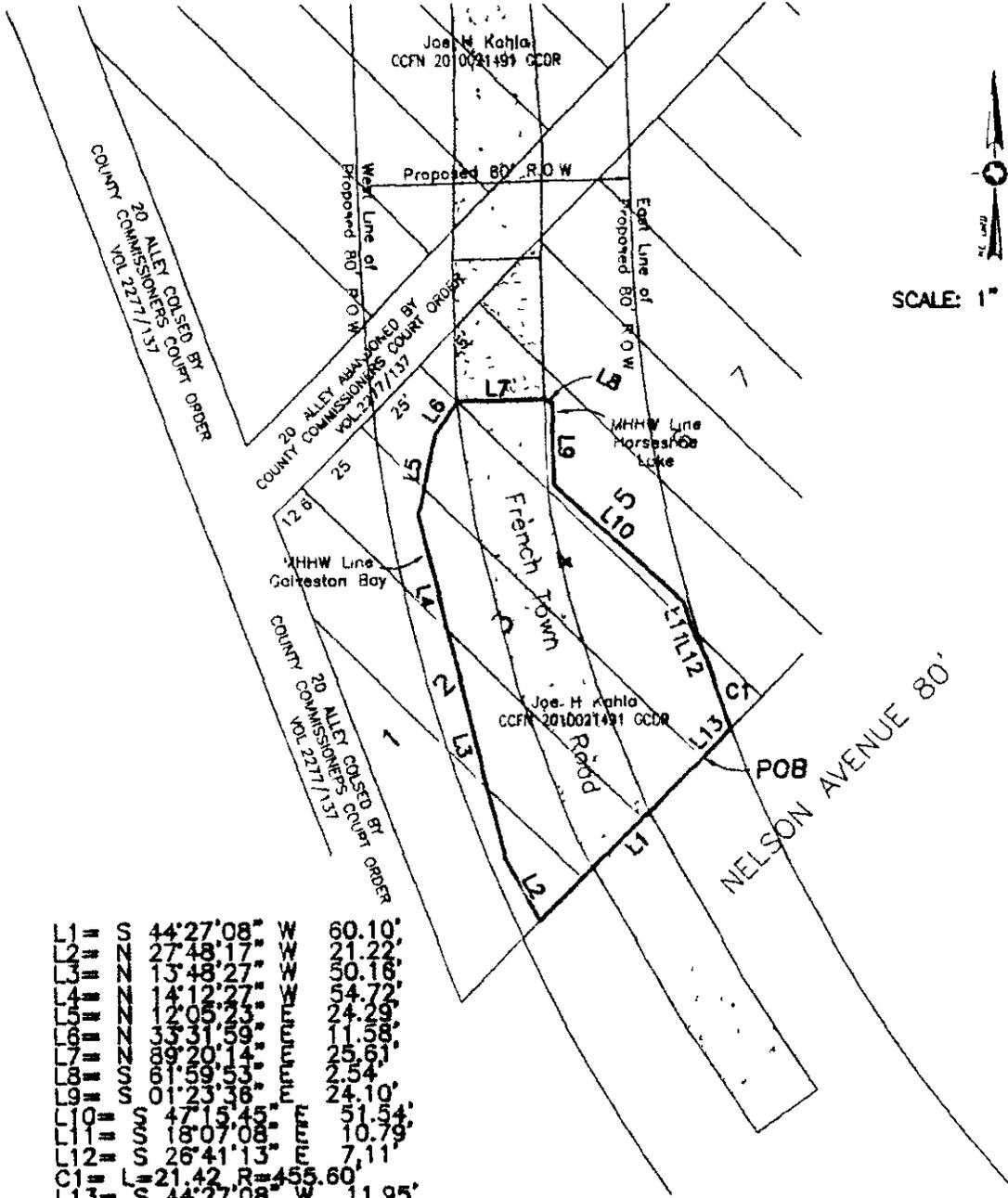
THENCE S 11°46'26" W along the said Mean Higher High Water line, a distance of 30.54 feet to the corner of the existing concrete bridge,

THENCE S 88°45'52" W, along the North line of the existing concrete bridge, a distance of 23.58 feet to the centerline of the said abandoned 20 foot alley;

THENCE N 44°25'41" E, along the said centerline of the abandoned 20 foot alley, a distance of 42.58 feet to the POINT OF BEGINNING having an area of 351 Square Feet or 0.008 Acres and within the limits of this description is the existing French Town Road



SCALE: 1" = 40'



L1	S	44°27'08"	W	60.10'
L2	S	27°48'17"	W	21.22'
L3	S	13°48'27"	W	50.16'
L4	S	14°12'27"	W	54.72'
L5	S	12°05'25"	W	24.26'
L6	S	3°31'59"	W	11.58'
L7	S	0°20'14"	W	25.61'
L8	S	01°59'33"	W	2.54'
L9	S	01°23'38"	W	24.10'
L10	S	47°15'45"	W	51.54'
L11	S	18°07'08"	W	10.79'
L12	S	26°41'13"	W	7.11'
C1	L	21.42'	R	455.60'
L13	S	44°27'08"	W	11.95'

Survey of Part of Lots 1, 2, 3, 4 and 5 out of Block 40 in the TOWNSITE OF PORT BOLIVAR, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, said part being more particularly described by metes and bounds on attached Exhibit A

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

*Sidney Bouse*

Sidney Bouse  
Registered Professional  
Land Surveyor No 5287



Rev 04-17-12

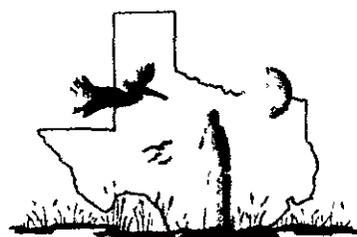
SURVEY DATE	November 14, 2011
FILE No	5980-0040-0001-000
DRAFTING	jak
JOB No	11-1692 E



COASTAL SURVEYING OF TEXAS, INC  
 GALVESTON OFFICE: 5017 HARBORSIDE DRIVE, GALVESTON, TX 77553  
 CRYSTAL BEACH OFFICE: 375 LAZY LANE WEST, P.O. BOX 2742 (mailing), CRYSTAL BEACH, TX 77530  
 PH (409) 740-1517 fx (409) 740-0377 ph (409) 836-6400 fx (409) 684-6112  
 WWW.SURVEYINGALVESTON.COM

NOTES

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- 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company)
- 3) Bearings based on Monumentation of South R.O.W line of Overton Avenue being the control monuments marked CM
- 4) Surveyed without benefit of a Title Report



**COASTAL SURVEYING OF TEXAS, INC**  
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 3017 HARBORSIDE DRIVE      973 LAZY LANE WEST  
 P.O. BOX 877 (mailing)      P.O. BOX 2742 (mailing)  
 GALVESTON TX 77553      CRYSTAL BEACH, TX 77458  
 ph (409) 746-1517 fx (409) 746-8377      ph (409) 684-6408 fx (409) 684-6118  
 WWW.SURVEYGALVESTON.COM

**EXHIBIT**  
 "A"  
 8 of 8

Exhibit "A"

Survey of Part of Lots 1, 2, 3, 4 and 5 out of Block 40 in the TOWNSITE OF PORT BOUVAR, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, said part being more particularly described by metes and bounds as follows,

BEGINNING at the Southeast corner of said Lot 3, said point being in the North line of Nelson Avenue (80'row) and the South line of that certain tract or parcel conveyed to Joe H Kahla as recorded in County Clerk File Number (CCFN) 2010021491 Galveston County Deed Records (CCDR),

THENCE S 44°27'08" W, along the South line of the said Kahla tract and the North line of Nelson Avenue, a distance of 68 10 feet to the Mean Higher High Water line of Galveston Bay,

THENCE along the said Mean Higher High Water line, N 27°48'17" W, a distance of 21 22 feet,  
 N 13°48'27" W, a distance of 50 16 feet,  
 N 14°12'27" W, a distance of 54 72 feet,  
 N 12°05'23" E, a distance of 24 29 feet,  
 N 33°31'59" E, a distance of 11 58 feet to the Southwest corner of the existing concrete bridge,

THENCE N 89°20'14" E, along the South edge of the said existing concrete bridge, a distance of 25 61 feet to the intersection of the Mean Higher High Water line as described in survey by Sidney Bouse, LSLs dated July 27, 2002 titled "Mean Higher High Water line survey of Horseshoe Lake out of the Samuel Parr Survey, Abstract 162, Galveston County, Texas 4.9 Miles N 16'E from Galveston Texas",

THENCE with the said Mean Higher High Water line, S 61°59'53" E, a distance of 2 54 feet,  
 S 01°23'36" E, a distance of 24 10 feet;  
 S 47°15'45" E, a distance of 51 54 feet,  
 S 18°07'08" E, a distance of 10 79 feet,  
 S 26°41'13" E, a distance of 7 11 feet to the East line of the Proposed 80 foot right-of-way being a curve to the Left,

THENCE with a curve turning to the left with an arc length of 21 42 feet, with a radius of 455 60 feet, with a chord bearing of S 19°10'32" E, with a chord length of 21 42 feet to the North line of said Nelson Avenue,  
 THENCE S 44°27'08" W, along the said North line of Nelson Avenue, a distance of 11 95 feet to the POINT OF BEGINNING having an area of 7774 Square Feet or 0.178 Acres

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*  
 2012039172

July 24, 2012 01 55 28 PM

FEE \$56 00

Dwight D Sullivan, County Clerk  
 Galveston County, TEXAS

AGENDA

ITEM

#12

# GALVESTON COUNTY HEALTH DISTRICT

John Zandt  
Chair, United Board of Health

Harlan "Mark" Gudry MD MPH  
Chief Executive Officer



Warren J. Holland III  
Chief Operating Officer

Kathy Barroso  
Chief Financial Officer

RECEIVED  
JUN 29 2012

June 28, 2012

**GALVESTON COUNTY JUDGE**

The Honorable Mark Henry  
722 Moody, Suite 200  
Galveston, Texas 77550

Dear Judge Henry,

I would like to personally thank the members of the Animal Services Interlocal Committee and everyone who reviewed the Animal Services Interlocal Agreement. To that end, I present to you the final version of this Agreement which includes the revisions recommended by the County of Galveston's Legal Division and the City of Dickinson's City Council.

Please have your governing body approve and sign this agreement. We have included eleven (11) copies of the signature page for your city. We are respectfully requesting that you sign and attest all eleven (11) copies.

Please return all signed and attested copies to Ronnie Schultz, if mailing, send to PO Box 939, La Marque, Texas 77568 or if sending by Fedex, send to 9850-D, Suite D100, Emmett F. Lowry Expressway, Texas City, Texas 77591 by **August 1, 2012**.

Once all signature pages are returned, a complete copy of these pages will be mailed back to you. If you should have any questions or concerns, please feel free to contact Ronnie Schultz at 409-938-2314.

Sincerely,

Harlan "Mark" Gudry, MD, MPH  
Chief Executive Officer and Health Authority  
Galveston County Health District

Attachment



- 5 The Cities and the County authorize the GCHD to be the Animal Control Authority as defined in Chapter 822 Regulation of Animals, Texas Health and Safety Code, Title 10
- 6 The Cities and the County have previously appointed the GCHD as the local rabies control authority and animal control authority and wish to continue this appointment
- 7 The Parties, pursuant to the previous agreement entered into by the Parties, which such agreement is preserved on the Official Galveston County Commissioners' Court Minutes in the Office of the Galveston County Clerk having Microfilm Identification Numbers 300-12-1553, and 300-12-1592 through 300-12-1603, have constructed and operated the Galveston County Animal Shelter (Shelter) continuously since 1992
- 8 The Shelter is also known as the Galveston County Animal Resource Center (Animal Resource Center), and is located at 3412 A Loop 197 North, City of Texas City, County of Galveston, Texas
- 9 The Parties desire for GCHD to continue operating the Animal Resource Center as the facility to meet the standards for impoundment facilities for the care of impounded and quarantined animals
- 10 The Parties further desire to have GCHD operate the Animal Resource Center as the facility
  - a) for the care of stray, unwanted, and injured animals,
  - b) for the adoption, redemption, and transfer services of said animals, and
  - c) to provide Field Operations with contracted Cities (Field Operations means the animal service field operations necessary to respond to citizen complaints for at-large animals, animal bite cases, and such operations as are more fully described in the GCHD Rules for Animal Control that were passed and approved on the following dates
    - i) second reading the 21st day of October, 1981,
    - ii) amended on second reading the 23rd day of February, 1983,
    - iii) amended on second reading the 27th day of July, 1988,
    - iv) amended on second reading the 13th day of December, 1995,
    - v) amended on second reading the 26th day of June, 2002,
    - vi) amended on second reading this 30th day of July, 2003,
    - vii) amended the 26th day of September 2007,
    - viii) amended the 25th day of March 2009, and
    - ix)amended the 25th day of April, 2012

GCHD encourages Cities to adopt by reference the above Rules for Animal Control

- 11 The Cities and the County wish to share the costs of operating the Animal Resource Center and providing Field Operations

- 12 The GCHD is willing to serve as the local rabies and animal control authority to operate the Animal Resource Center, and to provide Field Operations

**NOW THEREFORE**, the Parties agree as follows

### **III. Terms**

- 1 Recitals The recitals set forth above are true and correct
- 2 Designation of Local Rabies Control Authority The GCHD is designated as the local rabies control authority by the Parties hereto and accepts this designation
- 3 Designation of Local Animal Control Authority The GCHD is designated as the local animal control authority by the Parties hereto and accepts this designation
- 4 Operator The GCHD shall operate the Animal Resource Center and provide Field Operations. Operating the Shelter and providing Field Services are collectively referred to herein as Animal Services. The Galveston County Animal Services Advisory Committee (Advisory Committee) shall review and make recommendations on Animal Services to the Chief Executive Officer (CEO) of the GCHD or his designee
- 5 Costs and Payments
- a *Operating Costs* Annual operation costs shall be limited to the direct operating costs of Animal Services set forth in the annual budget as approved by the Advisory Committee. The County and Cities basis for determining the annual cost for these services shall be the annual budgeted operating expenses minus the annual budgeted revenue from the Galveston County United Board of Health (GCUBOH) approved fees
- b *Allocation of Costs* The Cities and the County shall each pay their proportionate share of the Animal Services annual operating budget. Such payment shall be apportioned as follows
- Sheltering Services** The County shall pay forty percent (40%) of the Sheltering Services. The Cities shall pay sixty percent (60%) based on the following formula

$$CA - TP \times 0.6 \text{ TOE} = \text{each City's respective contribution}$$

In this formula

CA means the population of the City making the contribution,

TP means the total population of all the Cities, and

TOE means total budgeted operating expenses for the provision of Sheltering Services less the total budgeted revenue from fees

The populations to be used in the calculation shall be the most recent Decennial Federal Census

**Field Services:** The County shall pay sixty percent (60%) of the Field Services The Cities shall pay forty percent (40%) based on the following formula

$CA - TP \times 0.4 \text{ TOE} = \text{each City's respective contribution}$

In this formula

CA means the population of the City making the contribution,

TP means the total population of all the Cities, and

TOE means total budgeted operating expenses for the provision of Field Services less the total budgeted revenue from fees

The populations to be used in the calculation shall be the most recent Decennial Federal Census

A City may provide their own field services or contract for additional field services outside of this Agreement with GCHD The cost of such additional field services shall not be included as an expense of the allocation of costs as described in this Agreement

- c *Reserve Fund* The Cities and County agree that any surplus from the previous fiscal year will be held for future capital or operational expenditures The Galveston County Animal Services Advisory Committee will make recommendations to the Chief Executive Officer on how these funds will be allocated

GCHD will provide as part of the annual operational budget Animal Service operations costs and a list of major repairs and/or equipment included in the annual budget

d *Capital Improvements Not Contemplated under this Agreement*

This Agreement does not include any apportionment of funds for capital improvements. In the event the Parties wish to make capital improvements, or, in the event capital improvements become necessary to continue the operations of the Resource Center, that decision, the costs therefore, and the terms and obligations of the parties thereto shall be by separate agreement.

e *Billing*

- 1) *Quarterly Billing* GCHD shall bill each City and the County for its respective portion of the Animal Services' operating expense. GCHD shall bill each City and the County at the end of each quarter of the fiscal year for its respective portion of the operating expenses budgeted for the previous quarter by providing utilization report and quarterly billing.
- 2) *Notice of Yearly Amount* Subsequent to the adoption of the annual budget by the GCUBOH, the GCHD shall provide notice to each Party of that Party's yearly amount due.

f *Change in Parties* In the event a municipality terminates its participation in this Agreement, the apportionment of annual operating costs to the remaining municipalities shall be reapportioned in accordance with Section III(10) of this Agreement. In the event a new municipality joins this Agreement, the apportionment of annual operating costs to the municipalities shall be reapportioned in accordance with Section III(10) of this Agreement. In the event the change in municipalities requires renegotiation pursuant to Section III(10) of this Agreement, the renegotiation shall be by amendment to this Agreement.

g *Additional Funding* In the event additional funding is received, including but not limited to any donations, grant funds, and non-budgeted revenues which will assist the Animal Services in operating expenses the Advisory Committee shall make recommendations to the GCUBOH on the expenditure of such additional funding. GCHD shall use its best efforts in obtaining grant funds to assist in funding of Animal Services and shall annually report the status of all grants, donations and non-budgeted revenues to the Advisory Committee and to the GCUBOH.

h *Annual Budget* The fiscal year shall run on and from October 1<sup>st</sup> of a given calendar year through September 30<sup>th</sup> of the immediately following year. The GCHD shall prepare the annual budget for Animal Services each fiscal year by no later than August 31<sup>st</sup> of each year. The Advisory Committee shall review and make recommendations on the annual budget to the GCUBOH. The annual budget must be adopted by the GCUBOH and the portion of the annual budget that is required to be paid by the County must be adopted by

the Commissioners' Court of Galveston County, Texas. The annual budget shall be filed for record with the County Clerk of Galveston County, Texas. The Advisory Committee shall review and make recommendations on any amendment(s) to the annual budget. All amendments to the annual budget must be approved by the GCUBOH. Any amendment(s) that increases the County's portion must be approved by the Commissioners' Court of Galveston County, Texas and filed for record with the County Clerk of Galveston County, Texas, and any amendment(s) that increases a City's portion must be approved by the governing body of that respective City and filed for record in the City's official minutes.

6 Galveston County Animal Services Advisory (Advisory Committee) Committee.

- a *Standing Committee* The Advisory Committee is a standing committee and advisory committee of the GCUBOH.
- b *Duties* In accordance with its charge from the GCUBOH, the Advisory Committee shall perform the duties as stated in this Agreement. The Advisory Committee shall assist Animal Services by reviewing and recommending necessary changes in operations, budget matters, and compliance with all applicable laws, rules, regulations, and ordinances, this includes, but is not limited to, review of operating rules and policies and procedures for Animal Services and as additionally stated elsewhere in this Agreement. The Advisory Committee shall report to the Chief Executive Officer of the GCHD (CEO) or the CEO's designee.
- c *Membership*
  - 1) *Composition* The Advisory Committee as prescribed in §823.005 of the Texas Health and Safety Code shall consist of a minimum of eleven (11) and not more than eighteen (18) members as follows:
    - One (1) member for each City who is Party hereto;
    - One (1) member for the County who is a County Official,
    - One (1) member for the County who is not required to be, but may be, a County Official (for a total of two (2) County representatives),
    - One (1) member for the GCUBOH who is not required to be, but may be, a member of the GCUBOH or an employee of the GCHD,
    - Two (2) members from animal welfare groups that are non-profit organizations (non-profit animal welfare group) with each of the two being from a different non-profit animal welfare group,
    - One (1) veterinarian licensed by the Texas State Board of Veterinary Medical Examiners in accordance with the Veterinary Licensing Act to practice veterinary medicine in the State of Texas whose license is in an active status, whose license is not a provisional license, whose license is not a special license, and who practices veterinary medicine in the County of Galveston, Texas.

- One (1) member whose duties include the daily operation of an animal shelter

2 ) *Voting requirements* Each member of the Advisory Committee shall have one (1) vote, which may be cast either by the member or, as set forth below, the alternate member for each Party, provided however, that in any meeting in which the member and the alternate member are both present – only the presence of the member shall count towards a quorum and the vote shall be cast by the member The alternate member, when present, shall also count towards a quorum and has a vote only in the absence of the member

3 ) *Term/Duration*

(i) Nomination

(a) *Party membership* Each Party to this Agreement shall make nomination of the individuals it wishes to serve as that Party's member and alternate member on the Advisory Committee Notice of the nomination must be provided to the GCUBOH at least two months prior to the end of the term of the current appointment, which is two months prior to the end of the fiscal year in which a term shall expire The GCUBOH shall, for the first term, notify all Parties to this Agreement of open positions on the Advisory Committee and request nominations to fill the open positions

(b) *Non-Party Members* GCHD will bring forward names of potential members and alternate members of individual(s) who wish to serve as that Non-Party's member and alternate member on the Advisory Committee (i.e. animal welfare group representative, veterinarian representative and the person whose duties include the daily operation of an animal shelter) to this Agreement Notice of the nomination must be provided to the GCUBOH at least two months prior to the end of the term of the current appointment, which is two months prior to the end of the fiscal year in which a term shall expire The GCUBOH shall, for the first term, notify all Non-Parties to this Agreement of open positions on the Advisory Committee and request nominations to fill the open positions

11 ) Required Approval The GCUBOH shall consider each person nominated for Non-Party membership on the Advisory Committee Appointment to the Advisory Committee is by GCUBOH appointment only Accordingly, approval by the GCUBOH is required before the individual nominated may serve as a Non-Party member of the Advisory Committee If the GCUBOH does not approve the individual nominated, the GCHD shall nominate another individual and this process shall continue until a nominee is approved and

appointed by the GCUBOH to serve as a Non-Party member of the Advisory Committee

- iii ) Nonwaiver Failure of any Party and/or GCHD to make nomination of an individual to serve on the Advisory Committee shall not be deemed a waiver of the right to make nomination and thereby have a member on the Advisory Committee
- iv ) Term The individual nominated, approved, and appointed to serve as a member/ alternate member of the Advisory Committee shall serve for a term of two (2) fiscal years
- v ) Vacancy In the event a member or alternate member is not able to fulfill his or her term, the Party and/or Non-Party, as applicable, whom the member/ alternate member represents shall make nomination of an individual to serve on the Advisory Committee for the remainder of the member's/ alternate member's term, subject to approval and appointment by the GCUBOH in accordance with Section III(6)(c) (3)(ii) of this Agreement In the event the vacancy is by a member, the alternate member shall serve as the member until a new member is nominated and approved

4 ) *Selection of Chair, Vice Chair and Secretary*

The Advisory Committee shall select a chair, vice chair and secretary from its committee members and shall adopt rules for the conduct of its meetings The chair, vice chair and secretary shall comprise the Executive Committee and shall act on necessary action items in the event that a quorum cannot be achieved. The Director of the Environmental Health Programs shall be an ex-officio, non-voting member and provide administrative support for the committee

- d *Meetings* The Advisory Committee shall meet at least four (4) times per fiscal year The GCHD shall send notice of each meeting to each Party and Non-Party by sending notice to each respective member and alternate member at least ten (10) business days prior to the meeting and GCHD shall maintain the minutes of the meetings In the event another municipality has provided notice to the GCUBOH that it wishes to join this Agreement in accordance with Section (7), the GCHD shall also send notice of the meeting to that municipality All meetings of the Advisory Committee shall be open to the public Meeting notices shall be posted at the GCHD headquarters, located at 9850-A, Emmett F Lowry Expressway, Texas City, Texas 77591 and at the Animal Resource Center, located at 3412 A Loop 197 North, Texas City, Texas 77590

- e *No Remuneration.* Members of the Advisory Committee shall not receive any compensation or remuneration for serving on the Advisory Committee; there is no emolument associated with serving on the Advisory Committee
- f *Quorum* A majority of the members, with at least four (4) City representatives present and one (1) County representative present, shall constitute a quorum for meetings of the Advisory Committee
- g *Voting* The Advisory Committee may vote only at meetings in which a minimum of a quorum is present and motions require a minimum of a majority of the voting members present to pass unless a different requirement is specified within this Agreement

7 Adding Party(s) A municipality located wholly or partially within the County of Galveston, Texas and not presently a Party to this Agreement, may become a Party to this Agreement No other entities or persons may become a Party to this Agreement

a *Written Notice* The municipality desiring to becoming a party to this Agreement must provide written notice of its intent to join this Agreement and to be bound by this Agreement (notice of joinder) to the CEO or the CEO's designee

1) *Mandatory Notice Provisions* The notice of joinder

- shall be authorized by the governing body of the municipality and shall warrant that it is so authorized,
- shall be executed and approved by the authorized official of the municipality who shall warrant that the authorized official is authorized to sign the notice,
- shall warrant that the municipality has received a copy of this Agreement, has read and understands this Agreement and the terms, conditions, and obligations imposed hereunder and agrees to be bound by this Agreement,
- shall provide the notice information required to comply with Section 11 of this Agreement, and
- shall specify the desired effective date of joining this Agreement

2) *Permissive Notice Provisions* If the municipality so chooses, it may make nomination of the individual whom the municipality wishes to serve on the Advisory Committee in the notice of joinder Approval of the municipality joining this Agreement does not constitute and shall not be construed or deemed to constitute, approval and appointment of the individual nominated as member to the Advisory Committee Membership on the Advisory Committee, including but not limited to nomination, approval, and appointment, is subject to Section III(6) of this Agreement

b *Joinder*

1 ) *Subject to Approval by GCUBOH* The municipality joining into this Agreement is subject to approval by the GCUBOH, and the municipality shall become a Party to this Agreement only upon approval by the GCUBOH. The GCHD shall place consideration of the municipality joining this Agreement as an action item on the next GCUBOH meeting after receipt of the notice by the CEO or the CEO's designee, provided that the notice is received at least fifteen (15) business days prior to the date of the next GCUBOH meeting, and shall provide a copy of the municipality's written notice to every Party to this Agreement.

2 ) *Effective Date* Upon approval by the GCUBOH, the effective date of joining this Agreement shall be either the desired effective date stated in the municipality's notice or the date of approval by the GCUBOH, whichever is later.

3 ) *Affix to Agreement* The GCHD shall affix the municipality's written notice to this Agreement and maintain the notice together with the Agreement.

8 Termination Any Party shall have the right to terminate its participation in this Agreement upon giving written notice of termination to the CEO at least six (6) months prior to the end of the fiscal year (October 1 – September 30) and at least six (6) months prior to the effective date of termination. Such termination must be authorized by the governing body of the terminating Party and signed by the Party's authorized official. The terminating Party shall specify the effective date of termination in the notice. The termination shall not relieve the terminating Party of any obligation incurred by the Party prior to the effective date of termination. The GCHD shall provide a copy of the notice of termination to all Parties. Withdrawal or removal of a Party shall not terminate this Agreement as to non-terminating Parties.

9 Term This Agreement shall become effective on the date the last Party to this Agreement executes it. Once the Party signing last in time has executed this Agreement, the GCHD shall provide notice of the date of execution by the last Party to each and every Party hereto. This Agreement shall continue in full force and effect for a period of five (5) years. However, termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the non-terminating Parties and this Agreement shall continue in force and remain binding on the non-terminating Parties. If a Party is added to this Agreement, this Agreement shall become effective as to that Party upon the effective date of joining this Agreement.

10 Apportionment of costs in event of a Change in Parties

- a *Apportionment* In accordance with Section III(5) of this Agreement, for Sheltering Services the County shall pay forty percent (40%) of operating costs and the Cities shall pay the remaining sixty percent (60%) of operating costs For Field Services, the County shall pay sixty percent (60%) of the operating costs and the Cities shall pay the remaining forty percent (40%) of the operating costs. Each City's respective amount due is based on the population of that City relative to the total population of all the Cities to this Agreement for the sixty percent (60%) of operating costs
- b *Threshold triggering reapportionment.* At the effective date of this Agreement, the County is a Party to this Agreement, the GCHD is a Party to this Agreement, and each City is a Party to this Agreement, accordingly, there is a total of eleven (11) Parties to this Agreement Notwithstanding any other provisions of this Agreement except Subsection III(10)(c) below, in the event that the number of Parties to this Agreement exceeds thirteen (13), then the County shall pay 30% of operating costs, and the Cities shall pay the remaining 70% of operating costs In this event, each city's respective amount due shall be based on the population of that city relative to the total population of all the cities to this Agreement for the remaining seventy percent (70%) of operating costs Accordingly, the formula for each city's payment shall be

$$CA - TP \times 0.7 \text{ TOE} = \text{each City's respective contribution}$$

In this formula

CA means the population of the City making the contribution,

TP means the total population of all the Cities, and

TOE means total budgeted operating expenses for the provision of Field Services less the total budgeted revenue from fees

The populations to be used in the calculation shall be the most recent Decennial Federal Census

c *Thresholds triggering renegotiation*

- 1) *County termination* In the event the County terminates its participation in this Agreement, then the apportionment of operating costs shall be renegotiated, and the renegotiation shall be by written amendment to this Agreement.
- 2) *Provision of services to non-governmental or non-county entity* In the event the GCHD provides services of the Shelter to an entity or person that is not a municipality or to a municipality not located wholly or partially within Galveston County, Texas or to a sister county, then the

apportionment of operating costs (including the decision of what total percentage of operating costs is to be paid) shall be renegotiated, and the renegotiation shall be by written amendment to this Agreement

3 ) *Reduction in number of Parties* Notwithstanding any other provisions of this Agreement except Subsections III(10)(c)(1),(2), in the event the number of Parties to this Agreement goes below nine (9), then the apportionment of operating costs shall be renegotiated and the renegotiation shall be by written amendment to this Agreement

11 Notice Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed by certified mail, return receipt requested with proper postage affixed, or may be transmitted electronically, to the mailing address/facsimile number/email addresses listed in Exhibit A to this Agreement. If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed

12 Agreement Administrator The GCHD shall serve as the administrator for this Agreement. In this capacity, the GCHD shall maintain

- a) a current listing of the information required in Section 11 of this Agreement,
- b) a current listing of all Parties to this Agreement,
- c) this Agreement,
- d) copies of all notices required or permitted hereunder

all in a readily accessible location

In addition, the GCHD shall

- a) provide notice of each Advisory Committee meeting as specified in this Agreement,
- b) arrange for the facilities and equipment for Advisory Committee meetings, and
- c) perform such other duties as specified in this Agreement

13 Written, Authorized, and Executed Amendment This Agreement may be amended only by written instrument duly authorized and executed by the governing body of each Party

14 Governing Law and Venue This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas

15 Severability If any provision contained in this Agreement is held to be invalid by a court of competent jurisdiction for any reason, such invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable

16. Entire Agreement This Agreement constitutes the entire agreement of the Parties. No oral or written statements, agreements, promises, conditions, assurances, covenants, or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, not expressly set forth in this Agreement or expressly incorporated herein shall be of any force and effect. The Parties rely solely upon the representation and terms contained in this Agreement and no others.
17. Immunity Retained No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
18. Successors This Agreement shall bind and benefit the Parties and their legal successors.
19. Benefit This Agreement is intended to inure only to the benefit of the Parties. This Agreement is not intended to create, does not create, and shall not be deemed or construed to create, any rights or benefits in third parties.
20. Public Information Act Each Party agrees that it 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. Authority to Bind Each Party represents and warrants for itself that the Party is acting by and through its governing body, and that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all terms and provisions of this Agreement, and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
22. 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.

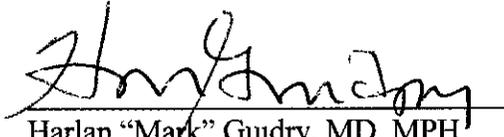
#### IV. Scope of Services

- 1 Sheltering Services The GCHD will provide the following sheltering services at the Galveston County Animal Resource Center located at 3412 A Loop 197 North, Texas City, Texas 77590
  - Sheltering and care of stray and unwanted animals
  - Quarantine services
  - Humane euthanasia of unwanted, sick, injured and unadoptable animals
  - Redemption of owned animals
  - Adoption of animals
  - Pet registration
  - Registration of rescue organizations
  - Community education and volunteer services
  - Cremation services, once available
  
- 2 Field Animal Control The GCHD will respond to calls for service within the jurisdictions of all Cities that are parties to this agreement and to the unincorporated areas of Galveston County
  - Dispatch all calls for service to certified Animal Control Officers
  - All calls for service are responded to based upon the level of the priority
  - Investigate animal bites on humans and animal bites on other animals and assure the proper quarantine of these animals
  - Provide animal “sweep” patrol
  - Investigate civil animal cruelty (improper shelter, no food, no water, etc )
  - Assist in court ordered seizures
  - File civil complaints in the courts of jurisdiction
  - Investigate, document and brief Animal Services Manager on potential dangerous dog declarations

**EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such Party

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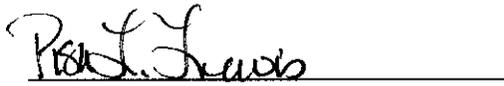
**Galveston County Health District:**



Harlan "Mark" Gundry, MD, MPH  
Chief Executive Officer and Health Authority  
Galveston County Health District

7/16/12  
Date

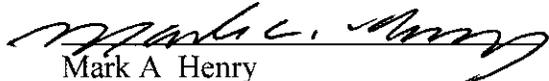
ATTEST



Pisa Lewis  
Executive Chief of Staff

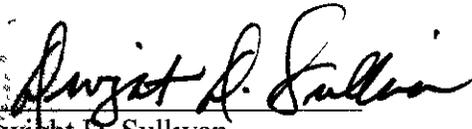
7/16/12  
Date

**Galveston County, Texas:**

  
Mark A. Henry  
County Judge

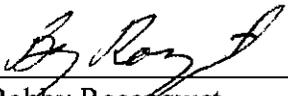
7/24/12  
Date

ATTEST

  
  
Dwight D. Sullivan  
County Clerk

7/24/12  
Date

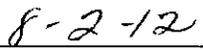
**City of Bayou Vista, Texas:**

  
\_\_\_\_\_  
Bobby Rosenquist  
Mayor, City of Bayou Vista, Texas

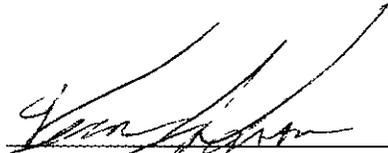
  
\_\_\_\_\_  
Date

ATTEST

  
\_\_\_\_\_  
Paula Eshelman  
City Secretary

  
\_\_\_\_\_  
Date

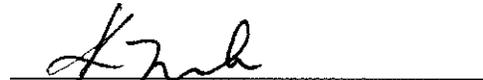
**City of Clear Lake Shores, Texas:**



Vern Johnson,  
Mayor, City of Clear Lake Shores, Texas

8-15-12  
Date

ATTEST

  
Karen Mericle  
City Secretary

8-15-12  
Date



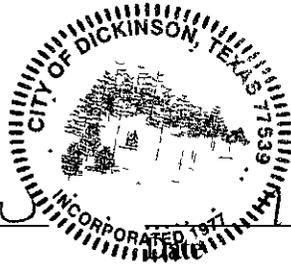
**City of Dickinson, Texas:**

*Julie Masters*  
Julie Masters  
Mayor, City of Dickinson, Texas

7/24/12  
Date

ATTEST

*Carolyn E. Anderson*  
Carolyn E. Anderson  
City Secretary



7/24/12

**City of Hitchcock, Texas:**

Anthony Matranga  
Anthony Matranga,  
Mayor, City of Hitchcock, Texas

July 16, 2012  
Date

CITY OF  
HITCHCOCK, TEXAS  
ATTEST

Rose Marie Theiler  
Rose Marie Theiler  
City Secretary

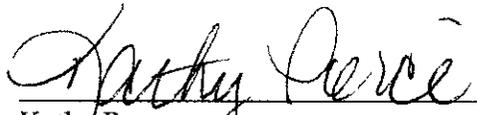
July 16, 2012  
Date

**City of Kemah, Texas:**

  
\_\_\_\_\_  
Bob Cummins,  
Mayor, City of Kemah, Texas

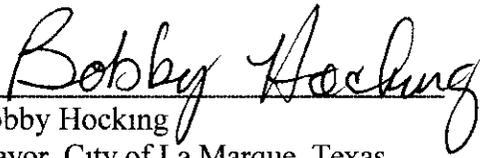
7-5-12  
Date

ATTEST

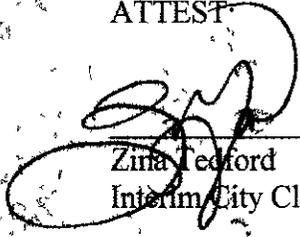
  
\_\_\_\_\_  
Kathy Pierce  
City Secretary

7-5-12  
Date

**City of La Marque, Texas:**

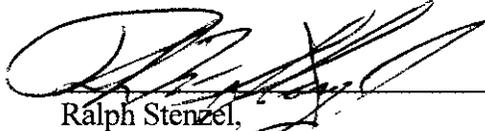
  
\_\_\_\_\_  
Bobby Hocking  
Mayor, City of La Marque, Texas

7-10-2012  
Date

ATTEST  
  
\_\_\_\_\_  
Zina Ledford  
Interim City Clerk

7-10-2012  
Date

**City of Santa Fe, Texas:**

  
\_\_\_\_\_  
Ralph Stenzel,  
Mayor, City of Santa Fe, Texas

7-26-2012  
Date

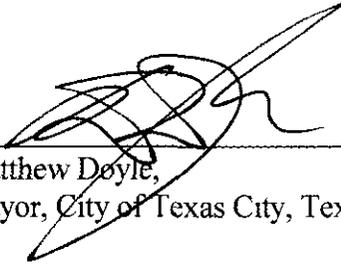
ATTEST

  
\_\_\_\_\_  
Janet Davis  
City Secretary

7-26-2012  
Date

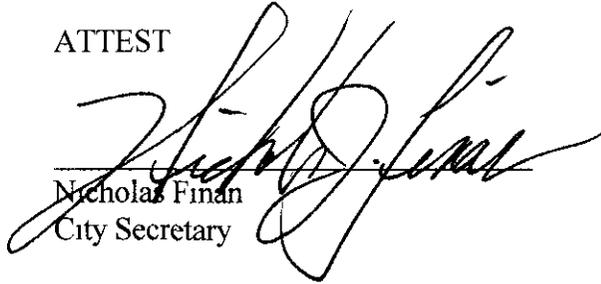


**City of Texas City, Texas:**

  
\_\_\_\_\_  
Matthew Doyle,  
Mayor, City of Texas City, Texas

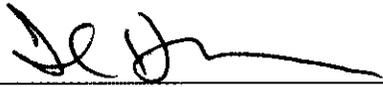
8-1-2012  
Date

ATTEST

  
\_\_\_\_\_  
Nicholas Finan  
City Secretary

8-1-2012  
Date

**City of Village of Tiki Island, Texas:**

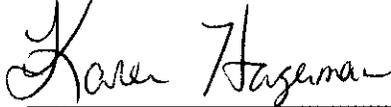


Ted Kennedy  
Mayor, Village of Tiki Island, Texas

June 29, 2012

Date

ATTEST



Karen Hagerman  
City Secretary

June 29, 2012

Date

AGENDA

ITEM

#13

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9<sup>TH</sup> AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner

Mark.Ciavaglia@publicans.com

RECEIVED  
JUL 03 2012

June 29, 2012

GALVESTON COUNTY JUDGE

Ms Renelle Lopez  
Commissioner's Court  
Galveston County Courthouse  
722 Moody  
Galveston, TX 77550

RE Cause #03TX0598  
CAD #3370-0069-0001-002 & 3370-0069-0001-003  
Has Not Been Approved By Commissioner's Court  
Grantee: Patricia Graves

Dear Ms Lopez,

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

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is Cashier's Check #1677248 in the amount of \$28 00 for recording the deed once it is signed.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller  
Executive Administrative Assistant to  
Mark E. Ciavaglia

JF encls

**TAX FORECLOSURE SALE BID ANALYSIS**  
*Galveston County, Trustee*

**PROPERTY DESCRIPTION**

**LEGAL DESCRIPTION:** South ½ of Lots 1 & 2, Block 69, Flakes Addn

**LOCATION:** 6913 & 6911 Phelps, Hitchcock, TX 77563

**CAD ACCOUNT #:** Land HS 2,300.00  
3370-0069-0001-002 & 3370-0069-0001-003 Imp HS 7,520.00

**JUDGEMENT INFORMATION**

**DATE SHERIFF'S SALE:** 07/01/08 **REDEMPTION EXPIRES:** EXPIRED

**CAUSE #** 03TX0598 **STYLED:** County of Galveston, et al  
vs. Carl Wayne Perkins

**DATE DEED RECORDED:** 05/20/08 **RECORDING REFERENCE:**  
2008039768

**COSTS:**

**GRAND TOTAL/JUDGEMENT AMT:** \$ 9,820.00

**TAX RESALE INFORMATION**

**BID AMOUNT:** 500.00

**NAME OF BIDDER:** Patricia Graves  
2202 Avenue N  
Galveston, TX 77550

**RESALE OF PROPERTY**  
**PROCEEDS DISTRIBUTION FORM**

Cause Number **03TX0598**– County of Galveston, et al vs. Carl Wayne Perkins

Property Account Numbers **3370-0069-0001-002** and **3370-0069-0001-003**

Legal Description. **The South One-Half (S ½) of Lots One (1) and Two (2) in Block Sixty-Nine (69), Flakes Addition to the City of Hitchcock, Galveston County, Texas.**

Property Sold at Sheriff's Sale Conducted on July 1, 2008 for \$9,820 00

Property Re-Sold to **Patricia Graves** for **\$500.00**

**Proceeds Distribution**

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<b>Original Amt Due At Sale</b>	<b>Actual Disbursement</b>
(1) Advertising to "Galveston County Sheriff's Dept " (publication costs)	\$ 464 41	\$ 221 06
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2005039768)	\$ -	\$ 20 00
(3) Attorney Ad Litem Fees none in this cause	\$ -	\$ -
(4) Court Costs to "Galveston County District Clerk"	\$ 344 00	\$ 163 74
(5) Title Search Fees to "Lyn Wingert & Assoc " 2286 Gemini St ,Houston, TX 77058	\$ 200 00	\$ 95 20
(6) Reimbursement - Costs, Fees		
	\$ -	\$ -
	\$	
	1,008 41	\$ 500 00

<u>Taxing Entity Distribution</u>	<b>Proportionate Share</b>	<b>Taxes Due at Original Sale</b>	<b>Resale Share/(Loss)</b>
to "COUNTY OF GALVESTON"	0 1844420120	\$ 1,850 70	\$ 0 00
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 5380707100	\$ 5,664 51	\$ 0 00
to "COLLEGE OF THE MAINLAND"	0 0695636310	\$ 696 60	\$ 0 00
to "CITY OF HITCHCOCK"	0 1899349060	\$ 2,004 84	\$ 0 00
	0 0000000000	\$ -	\$ 0 00
	Subtotal	\$ 10,216 65	\$ 0 00
<b>STRUCK OFF FOR VALUE \$9,820.00</b>			
<b>JUDGMENT DOES NOT INCLUDE 2007-2010 TAXES</b>	Grand Total	\$ 11,225 06	\$ 500 00

**BID FORM  
FOR TAX FORECLOSED PROPERTY**

I, (We) Patricia Graves  
hereby declare and certify that.

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

CAD Property # 03TX0598 Tax account described as follows  
#370-0069-0001-002 & 003

(B) Bid Amount \$ 500

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of \$ 500, which is ten percent (10%) deposit for my (our) bid or \$100 00, whichever is greater Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit

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

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

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

Patricia Graves  
\* Bidder(s) printed name

Patricia Graves  
Bidder(s) Signature

7440 Noyes #702  
\* Address

(409) 986-9741 or 986-9066  
Phone Number

Hilbeck TX 7563  
\* City, State Zip Code

6-8-11  
Date

\*as it will appear on the Deed

New address: 2202 Ave N  
Galveston, TX 77550

167248

# C ASTAL

FEDERAL CREDIT UNION

SOUTHWEST CORPORATE  
FEDERAL CREDIT UNION  
4455 LBJ FREEWAY  
FARMER S BRANCH TEXAS 75244

88 9051 / 3119

DATE 6/27/12

2302 Church Street • 69th & Avenue S • 2600 FM 1764  
Galveston Texas 77550 • Galveston TX 77551 • L Marquez TX 77568  
(409) 765 6067 • (409) 741 9695 • (409) 986 6595  
(800) 256-0871

PAY \*\*\*\*\* TWENTY EIGHT DOLLARS AND NO CENTS \*\*\*\*\*

AMOUNT \*\*\*\*\*28.00\*\*

VOID AFTER 90 DAYS

PAY GALVESTON COUNTY TAX OFFICE  
TO THE FROM. PATRICIA GRAVES  
ORDER OF

*Carol Rudy Grayford*  
AUTHORIZED SIGNATURE

⑈ 167248⑈ ⑆ 311990511⑆ 87760313182181⑈

**A**

The following security features (and others not listed) exceed industry standards

**Security Features**

- Security Screen
- Chemical Sensitivity
- Padlock Icon

**Document appearance if altered**

- \* Absence or modification of Original Document™ screen on back of check
- \* Colored stains or spots appear with chemical alteration
- \* Absence of padlock icon

©Padlock design is a certification mark of Check Payment Systems Association

NAME PAYABLE TO *Patricia A. Graves*

WITHOUT RECEIPT

*Carol R. Grayford*

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTION USAGE ONLY



COMMUNITY FEDERAL CREDIT UNION

2302 Church Street • 69th & Avenue S • 2000 FM 1774  
Galveston, Texas 77550 • Galveston, TX 77551 • Ft. Marquess, TX 77568  
(409) 765 6067 • (409) 411 0695 • (409) 986 6595  
(800) 760 8331

SOUTHWEST CORPORATE  
FEDERAL CREDIT UNION  
4455 LBJ FREEWAY  
FARMER'S BRANCH, TEXAS 75244  
88 9051 / 3119

149920

DATE 6/08/11

PAY \*\*\*\*\* FIVE HUNDRED DOLLARS AND NO CENTS \*\*\*\*\*

AMOUNT \*\*\*\*\*500.00\*\*

VOID AFTER 90 DAYS

PAY GALVESTON COUNTY  
TO THE FROM: PATRICIA GRAVES  
ORDER  
OF

*Carol Rudy*  
AUTHORIZED SIGNATURE

/149920/ α311990511α87760313182181/



COMMUNITY FEDERAL CREDIT UNION

2302 Church Street • 69th & Avenue S • 2000 FM 1774  
Galveston, Texas 77550 • Galveston, TX 77551 • Ft. Marquess, TX 77568  
(409) 765 6067 • (409) 411 0695 • (409) 986 6595  
(800) 760 8331

SOUTHWEST CORPORATE  
FEDERAL CREDIT UNION  
4455 LBJ FREEWAY  
FARMER'S BRANCH, TEXAS 75244  
88 9051 / 3119

167248

DATE 6/27/12

PAY \*\*\*\*\* TWENTY EIGHT DOLLARS AND NO CENTS \*\*\*\*\*

AMOUNT \*\*\*\*\*28.00\*\*

VOID AFTER 90 DAYS

PAY GALVESTON COUNTY TAX OFFICE  
TO THE FROM: PATRICIA GRAVES  
ORDER  
OF

*Carol Rudy Grayford*  
AUTHORIZED SIGNATURE

⑈ 167248 ⑈ ⑆ 311990511 ⑆ 87760313182181 ⑈

## Galveston Central Appraisal District

9850 Emmett F Lowry Expressway, Ste A Texas City, TX 77591, (866) 277-4725  
 Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY FOR VALUE

- [Home](#)
- [General Information](#)
- [News](#)
- [FAQ](#)

-  [History](#)
-  [GIS Map](#)
-  [Datasheet](#)
-  [Protest](#)

Property Detail Sheet (R155919)

### Searches

- [Property ID Search](#)
- [Account Search](#)
- [Owner Search](#)
- [Address Search](#)

### Owner Information

Owner ID **O279274**  
 Owner Name **COUNTY-GALVESTON TR**  
 Owner Address  
 Property Address **6913 PHELPS ST  
 HITCHCOCK, TX 77563**

### Property Data

- [Detail Sheet](#)
- [History](#)
- [Datasheet](#)

### Parcel Information

Legal Description **ABST 56 PAGE 5 S 40.5 FT OF LOTS 1 & 2 (1-2) BLK 69 FLAKES ADDN**  
 Neighborhood **3370( 3370 - Flakes )**  
 Acreage **0 092**  
 Cross Reference **3370-0069-0001-002**  
 Undivided Interest **100%**  
Exemption Codes **EX (Exempt Property)**  
 Entity Codes **GGA (Galveston County)  
 J05 (Mainland College)  
 S14 (Hitchcock Isd)  
 RFL (Co Road & Flood)  
 C33 (Hitchcock City)**  
 Deed Type **Sheriff's Deed**  
 Deed Book  
 Deed Page **2008039768**  
 Map Page **308-A**

### Other

- [Taxing Units](#)
- [Neighborhoods](#)
- [Abstracts](#)
- [Subdivisions](#)
- [ARB Rules](#)
- [ONLINE Protest Info](#)
- [New Homestead Info](#)
- [Tax Code](#)
- [Calendar](#)
- [Property Codes](#)
- [County Tax Rates](#)
- [PROTEST VIDEO](#)
- [Legislative Updates](#)
- [Forms](#)
- [GIS Map Viewer](#)
- [County Tax Office](#)
- [GIS Shape Files](#)
- [PDF Map Index](#)
- [NBHD Map Index](#)
- [3D Aerial Photos](#)
- [Links](#)
- [Contact Us](#)
- [2012 Prelim Export](#)

### Values Breakdown

	2012 Preliminary Value
Land HS	\$1,620 +
Land NHS	\$0 +
Improvement HS	\$6,250 +
Improvement NHS	\$0 +
Ag Market	\$0
Ag Use	\$0 +
Timber Market	\$0
Timber Use	\$0 +
Assessed	\$7,870 =

### Improvements

ID	Type	SPTB	Segs	Value
<u>Imp1</u>	R (Residential)	A9 (Exempt Residential Single Family)	2	\$ 6,250

### Land

ID	Type	SPTB	Acres	Market
<u>Land1</u>	RL (Residential Lot)	A9 (Exempt Residential Single Family)		\$ 1,620



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#)

Current Owner		Legal Description		Exemptions		Market	
COUNTY-GALVESTON TR (0279274)		ABST 56 PAGE 5 S 40 5 FT OF LOTS 1 & 2 (1-2) BLK 69 FLAKES ADDN		EX		7,870	
6913 PHELPS ST HITCHCOCK, TX 77563		Situs Address		Entities		Assessed	
				GGA, J05, S14 RFL, C33		7,870	
History Information							
		2011		2010		2009	
Imp HS		\$6,250		\$6,250		\$6,250	\$6,250
Imp NHS		\$0		\$0		\$0	\$0
Land HS		\$1,620		\$1,620		\$1,620	\$1,620
Land NHS		\$0		\$0		\$0	\$0
Ag Mkt		\$0		\$0		\$0	\$0
Ag Use		\$0		\$0		\$0	\$0
Tim Mkt		\$0		\$0		\$0	\$0
Tim Use		\$0		\$0		\$0	\$0
HS Cap		-		-		-	-
Assessed		\$7,870		\$7,870		\$7,870	\$7,870
Improvements							
		Area		Year Built		Eff Year	
Type	Description						
R	Residential	726		1954		1952	
MA	Main Area					1952	
OP	Open Porch	66		1954		1952	
Value							
						\$6,250	
						\$6,110	
						\$140	
Building Attributes							
		Foundation		Exterior		Interior	
SFC		WPR		COMP		SR	
Roof						CS	
Flooring						CP	
		Baths		Fireplace		Year Built	
Rooms		1				1954	
Bedrooms							
Land Segments							
		Area		Market		Ag Value	
SPTB Description		4050F		1,620		0	
A9 Residential Lot							

## Galveston Central Appraisal District

9850 Emmett F Lowry Expressway, Ste A, Texas City, TX 77591, (866) 2  
Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY

### Property Detail Sheet (R155920)

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- [Owner Search](#)
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#### Property Data

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- [NBHD Map Index](#)
- [3D Aerial Photos](#)
- [Links](#)

 [History](#)

 [GIS Map](#)

 [Datasheet](#)

 [Protest](#)

#### Owner Information

Owner ID **O385683**  
 Owner Name **[REDACTED]**  
 Owner Address **[REDACTED]**  
 Property Address **6911 PHELPS ST  
 HITCHCOCK, TX 77563**

#### Parcel Information

Legal Description **ABST 56 PAGE 5 N 17 FT OF LOTS 1 & 2 (1-3) BLK 69 FLAKES ADDN**  
 Neighborhood **3370( 3370 - Flakes )**  
 Acreage **0 039**  
 Cross Reference **3370-0069-0001-003**  
 Undivided Interest **100%**

#### Exemption Codes

Entity Codes **GGA (Galveston County)  
 J05 (Mainland College)  
 S14 (Hitchcock Isd)  
 RFL (Co Road & Flood)  
 C33 (Hitchcock City)**

Deed Type **Conversion**  
 Deed Book  
 Deed Page **009-31-0007**  
 Map Page **306-A**

#### Values Breakdown

	2012 Preliminary Value
Land HS	\$680 +
Land NHS	\$0 +
Improvement HS	\$1,270 +
Improvement NHS	\$0 +
Ag Market	\$0
Ag Use	\$0 +
Timber Market	\$0
Timber Use	\$0 +
Assessed	\$1,950 =

#### Improvements

ID	Type	SPTB	Seg:	Value
<u>Imp1</u>	R (Residential)	A1 (Real Residential Single Fam2		\$ 1,270

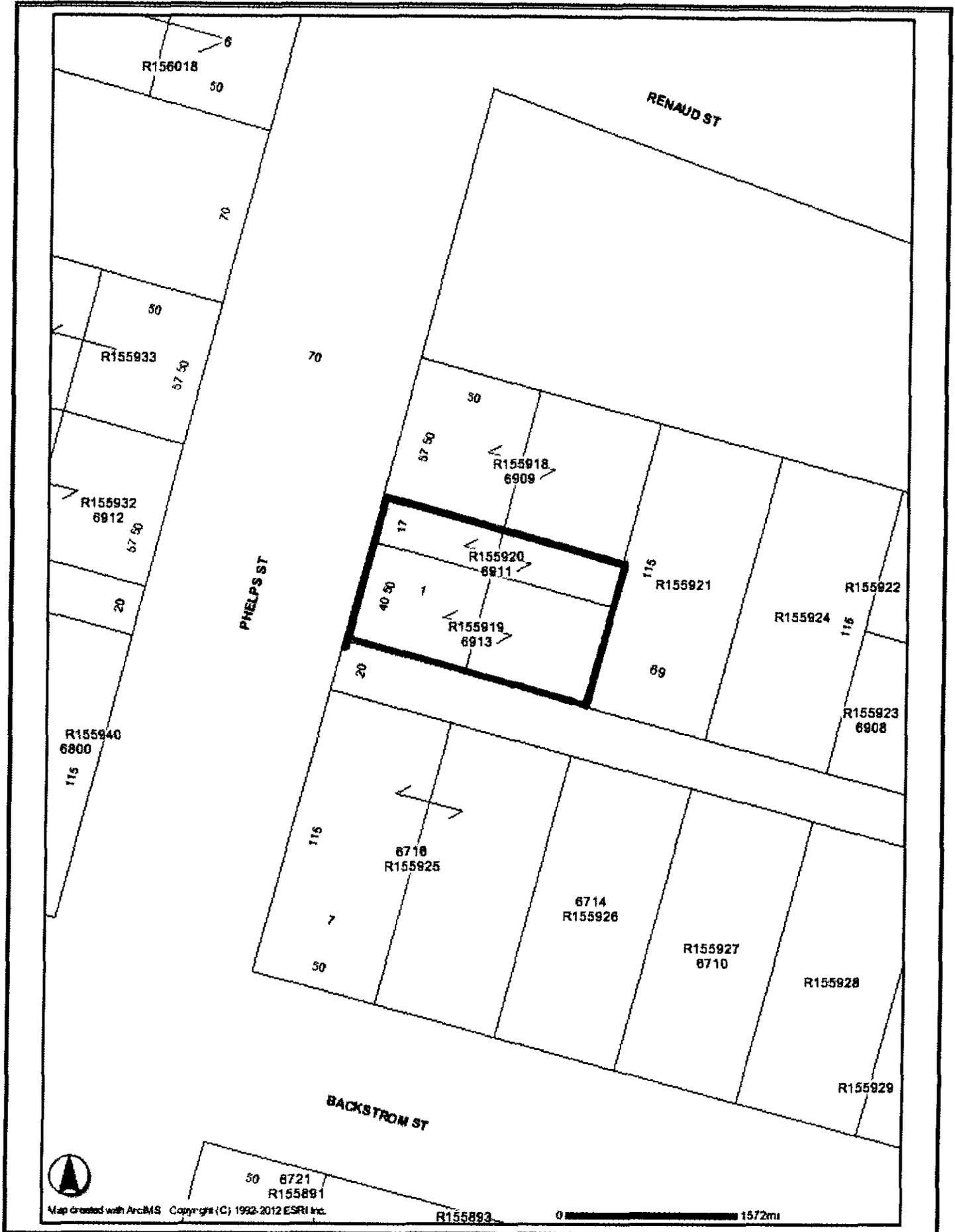
Land

Current Owner		Legal Description		Exemptions		Market			
[REDACTED]		ABST 56 PAGE 5 N 17 FT OF LOTS 1 & 2 (1-3) BLK 69 FLAKES ADDN		1,950		1,950			
Situation Address		History Information		2010		2009		2008	
6911 PHELPS ST HITCHCOCK, TX 77563		Imp HS \$1,270 Imp NHS \$0 Land HS \$680 Land NHS \$0 Ag Mkt \$0 Ag Use \$0 Tim Mkt \$0 Tim Use \$0 HS Cap - Assessed \$1,950		\$1,270 \$0 \$680 \$0 \$0 \$0 \$0 \$0 -		\$1,270 \$0 \$680 \$0 \$0 \$0 \$0 \$0 -		\$1,270 \$0 \$680 \$0 \$0 \$0 \$0 \$0 -	
Sales		Improvements		Year Built		Eff Year		Value	
Date Volume Page Seller Name		Type Description Area		Year Built		Eff Year		Value	
009-31-0007 TEZENO, ELIZABETH		R Residential 384		1954		1952		\$1,270	
		MA Main Area 16		1954		1952		\$1,260	
		OP Open Porch						\$10	
Building Attributes		Land Segments		Area		Market		Ag Value	
SFC Construction Foundation Exterior Interior Roof Flooring		Area Market		Area		Market		Ag Value	
1 CB WF SR MT VI		1700F 680		1700F 680		680		0	
Heat/VAC Baths Year Built Bedrooms		Area Market		Area		Market		Ag Value	
ST 1 1954 Bedrooms		1700F 680		1700F 680		680		0	
SPTB Description		Area Market		Area		Market		Ag Value	
A1 Residential Lot		1700F 680		1700F 680		680		0	



3370-0069-0001-002

3370-0069-0001-003



3370-0069-0001-002  
 3370-0069-0001-003



**TRUSTEE'S DEED**

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **56th** Judicial District in Cause Numbered **03TX0598** styled "**COUNTY OF GALVESTON VS. CARL WAYNE PERKINS**" the Sheriff of Galveston County, on MAY 20, 2008, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **JULY 1, 2008**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **CITY OF HITCHCOCK, COLLEGE OF THE MAINLAND** and **HITCHCOCK INDEPENDENT SCHOOL DISTRICT** for the sum of **NINE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$9,820.00)**, it being the highest bidder therefore, and

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

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

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

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

NOW, THEREFORE, in consideration of the sum of **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **COUNTY OF GALVESTON, CITY OF HITCHCOCK, COLLEGE OF THE MAINLAND** and **HITCHCOCK INDEPENDENT SCHOOL DISTRICT** ("**GRANTOR**"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **PATRICIA GRAVES, of 2202 AVENUE N, GALVESTON, TX 77550** ("**GRANTEE**"), the following described real property, to wit

**THE SOUTH ONE-HALF (S 1/2) OF LOTS ONE (1) AND TWO (2), BLOCK SIXTY-NINE (69), FLAKES ADDITION, CITY OF HITCHCOCK, GALVESTON COUNTY, TEXAS**

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

GRANTOR conveys the property

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

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

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

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations, and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body

By acceptance of this deed, GRANTEE acknowledges and agrees

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information, and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

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

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

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

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

Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 24th day of July, 2012

COUNTY OF GALVESTON

By  \_\_\_\_\_  
MARK HENRY, County Judge

STATE OF TEXAS

§  
§  
§

COUNTY OF GALVESTON

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

GIVEN under my hand and seal of office this the 24<sup>th</sup> day of July, 2012



Roxana Lewis  
NOTARY PUBLIC, in and for the State of Texas  
Roxana Lewis  
Printed or Typed Name of Notary

After recording return to:

Linebarger Goggan Blair & Sampson  
P O Box 2789  
Texas City, TX 77592-2789

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2012039173

July 24, 2012 02 01 27 PM

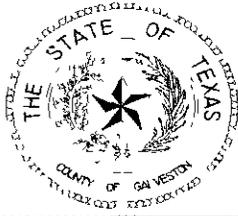
FEE \$28 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#14



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

Date of Request		Department	Facilities				
Renewal Contract		Orgkey		Object Code	5327603 5327199		
Contract Start Date		Vendor	Kilgore Industries				
Contract End Date		Vendor No		Contract No	CM 12195		
Description	JUVENILE Justice Center Boiler Replacement Project						
Contract # Issued By Purchasing	CM 12195		Requested Legal Review		Yes _____ No _____		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
	320	10300					
	320	5250					
Gen. Fund	1109	2920					
Totals		189650					
Total Cost	110,680						

Approved By                      Date                      Signature

---

Department Head  
*Charles Kennedy*    7/18/2012    *[Signature]*

Assistant Purchasing Agent  
    07/20/2012    *[Signature]*

---

County Legal  
    7/20/12    *[Signature]*

Contract listed in Budget Documentation (Yes/No)

---

County Budget Office  
    *[Signature]*                      7/19/2012



**THE COUNTY OF GALVESTON**

**RUFUS G. CROWDER, CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

July 10, 2012

Ted Paulsen  
Kilgore Industries  
10050 Houston Oaks Drive  
Houston, Texas 77064

**RE: RFP #B121024, Juvenile Justice Center Boiler Replacement Project**

Dear Mr. Paulsen,

At our regular meeting of the Galveston County Commissioners' Court on July 10, 2012, Kilgore Industries was awarded the contract associated with RFP #B121024, Juvenile Justice Center Boiler Replacement Project. Prior to receiving the notification to proceed, please forward all required documents as requested in the bid or proposal instructions.

Invoices are to be sent to the following address:

Galveston County Auditor's Office  
P O Box 1418  
Galveston, Texas 77553

If you have any questions, please feel free to call.

CONGRATULATIONS and we look forward to doing business with your company!

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
Galveston County



**Juvenile Justice Center  
Boiler Replacement Project**

**Agreement between Galveston County and Contractor**

**Agreement for : Juvenile Justice Center Boiler Replacement Project**

This contract is entered into between Galveston County and the Contractor named below

Proposal No B121024

Contractor  
Kilgore Industries  
10050 Houston Oaks Drive  
Houston, Texas 77064

Contract # CM12195

Galveston County's authorized Representative Charles Kenworthy, Facilities Manager

**Article I.**

**The Work**

Section 1 01 The Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Contractor are as follows

The replacement of boilers in the HVAC system at the Juvenile Justice Center at 6101 Attwater Texas City, Texas 77590 for Galveston County

Section 1 02 The 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 Galveston County's authorized Representative, and furnish all necessary information, shop drawings, details, samples, brochures, etc For Galveston County or Galveston County's authorized Representative approval, as may be required

**Time of Commencement and Completion**

Section 1 03 The 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

**Juvenile Justice Center  
Boiler Replacement Project**

by Galveston County's authorized Representative The Contractor agrees to complete the whole of the work by October 1, 2012

Section 1 04 The 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 Contractor's information at the office of Galveston County's authorized Representative It is the sole responsibility of the Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions

Section 1 05 In the event the Contractor should fail to maintain Galveston County's authorized Representative's schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the 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 Contractor

Section 1 06 Time is of the essence in this Agreement

**Article II.**

**The Contract Sum**

Section 2 01 Galveston County agrees to pay the Contractor for the satisfactory performance of his work the total sum of

**One hundred ten thousand two hundred fifty Dollars and No/100 (\$110,250.00)**

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 2 02 On the established day of each month, the Contractor shall deliver to Galveston County's authorized Representative a detailed, quadruplicate statement acceptable to Galveston County's authorized Representative, 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 Contractor from Galveston County It is specifically understood and agreed that prior to submission of the first statement, the Contractor will deliver to Galveston County's authorized Representative, 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 Galveston County's authorized Representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement.

**Juvenile Justice Center  
Boiler Replacement Project**

Section 2.03 The Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and an affidavit and waiver of bond claim, 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 Contractors, suppliers, and/or Sub-Contractors (all tier). The Contractor shall be required to execute a general release satisfactory to Galveston County, prior to receiving final payment.

Section 2.04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents.

Section 2.05 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 2.06 The Contractor shall save and keep Galveston County's authorized Representative, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Contractor's work hereunder. In the event any such claim is filed by anyone claiming by, through, or under the Contractor, the Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

**Article III.**

**The Contract Documents**

Section 3.01 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 Contractor and agreed upon by the parties.

Section 3.02 The Contractor agrees to perform the work under the general direction of Galveston County's authorized Representative and subject to the final approval of Galveston County's authorized Representative or other specified representative of Galveston County, in accordance with the contract documents.

Section 3.03 No extra work shall be performed under this Agreement, except upon receipt of a written order from Galveston County's authorized Representative or Galveston County.

The Specifications and Drawings are enumerated as follows:

Project Manual .. Dated 05/18/2012

**Juvenile Justice Center  
Boiler Replacement Project**

Drawings	M0 1	. .	Dated 06/30/2011
	M1 0	....	Dated 06/30/2011
	M2 0 . . .	.	Dated 06/30/2011
	M3 0		Dated 06/30/2011
	M4 0	.	Dated 06/30/2011
Addenda	TBD	...	Dated TBD

**Insurance and Indemnity**

Section 3.04 The Contractor agrees to, at the time of execution of this Agreement, furnish Galveston County with certificates of insurance from an insurance company (or other source) acceptable to Galveston County. These certificates should certify that the 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 Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County. Compliance by the Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations.

Section 3.05 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 Contractor agrees to indemnify and hold harmless Galveston County, Galveston County's authorized Representative, 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 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 Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the 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 Galveston County's authorized Representative, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the 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 Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

Section 3.06 The obligations of the Contractor, under paragraph 5.02, shall not extend to the liability of Galveston County's authorized Representative, his agents, or employees, arising out of

**Juvenile Justice Center  
Boiler Replacement Project**

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 Galveston County's authorized Representative, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 3 07 The Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Contractor pursuant to paragraph 5 02 above.

**Article IV.**

**Performance Bond and Labor and Material Payment Bond**

Section 4.01 The 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

**Article V.**

**Warranty**

Section 5 01 The 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 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 VI.**

**Changes in the Work**

Section 6 01 The 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 Contractor, prior to the commencement of such changed or revised work, shall submit promptly to Galveston County's authorized Representative 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

**Juvenile Justice Center  
Boiler Replacement Project**

Section 6 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 6 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 Galveston County's authorized Representative and the 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 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

**Juvenile Justice Center  
Boiler Replacement Project**

Section 6 04 If none of the above methods set forth in clauses 8 03 (a), 8 03 (b), 8 03 (c) is agreed upon, the 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 Galveston County's authorized Representative 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 Contractor shall keep and present, in such form as Galveston County's authorized Representative 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 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 6 05 Galveston County's Audit

- a) Galveston County's authorized representative shall have access, at all reasonable times, to all 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 Contractor's net cost of change or for any other reasonable purpose. Galveston County's representative shall have the right to reproduce any of the aforesaid documents. Contractor shall preserve, and shall cause its Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work.

Section 6 06 For work performed by a Sub-Contractor, the Contractor will be allowed to add 5% only and said Sub-Contractor mark-up shall not exceed the agreed upon percentages noted in Article 10 for overhead and profit.

**Article VII.**

**Contractor Responsibilities**

Section 7 01 The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and Galveston County's authorized Representative. The Contractor shall, within a 24-hour notice from Galveston County's authorized Representative, proceed to take down all portions of the work and remove from the

**Juvenile Justice Center  
Boiler Replacement Project**

grounds or buildings, all materials, whether worked or un-worked, which Galveston County's authorized Representative, 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 Contractor shall make good at its own expense, all work damaged or destroyed thereby.

Section 7.02 The 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 7.03 The 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, Galveston County's authorized Representative, and Galveston County's authorized Representative 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 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 7.04 Should the 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 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 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 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 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 Contractor. If such expense shall exceed such unpaid balance, the 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 Contractor.

Section 7.05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor. In such instance the Contractor will be paid its share of the contract amount proportionate to the

**Juvenile Justice Center  
Boiler Replacement Project**

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 Galveston County shall have the right to audit the records of the Contractor.

**Section 7.06** The Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and Galveston County's authorized Representative'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 7.07** In the event the Contractor after a 24-hour written notice from Galveston County, Galveston County's authorized Representative, 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 Contractor's account without further notice to the Contractor.

**Section 7.08** The Contractor agrees to notify Galveston County's authorized Representative's representative on the jobsite of all accidents which may occur to persons or property and shall provide Galveston County's authorized Representative's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within five (5) days of occurrence.

**Section 7.09** The 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 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 7.10** The 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 Galveston County and Galveston County's authorized Representative. In the event of such a consent, a Sub-Contractor must comply with all the requirements of this Agreement.

**Section 7.11** The 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 Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the Agreement establishing the

**Juvenile Justice Center  
Boiler Replacement Project**

impartial jurisdictional disputes board and/or its successors. The Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work.

Section 7.12 The Contractor shall submit to Galveston County's authorized Representative 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 Contractor shall be required to submit to Galveston County's authorized Representative a monthly material status report, or more often if required by Galveston County's authorized Representative, as a prerequisite for the monthly progress payment. The Contractor shall notify Galveston County's authorized Representative immediately upon learning of a change of status of any material, equipment, or supplies.

Section 7.13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work.

Section 7.14 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Galveston County's authorized Representative and other trades in order to maintain construction progress schedules, as established by Galveston County's authorized Representative. In the event that his force is, in the judgment of Galveston County's authorized Representative inadequate to meet the established schedules during the regular working hours, the 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, Galveston County's authorized Representative requires and directs the Contractor to work overtime, including Saturdays, Sundays or Holidays, the 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 7.15 The 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 Contractor shall substantiate this employment of competent personnel to Galveston County's authorized Representative's satisfaction before initiating any work.

Section 7.16 The 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 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.

**Juvenile Justice Center  
Boiler Replacement Project**

Section 7 17 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Galveston County, Galveston County's authorized Representative, or by any employee of either, or by any separate contractor employed by the Galveston County, 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 Contractor's control, or by delay authorized by the Galveston County or Galveston County's authorized Representative, or by any other cause which Galveston County's authorized Representative determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as Galveston County's authorized Representative and Galveston County may determine

Section 7 18 Right-To-Know each 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 Contractor will furnish Galveston County's authorized Representative a copy of the material safety data sheet for that substance

Section 7 19 In the event the Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the 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 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 VIII.**

**Galveston County's authorized Representative Responsibilities**

Section 8 01 Galveston County's authorized Representative will be the Galveston County's representative and will administer the contract as described in the contract documents Galveston County's authorized Representative will advise and consult with Galveston County. Galveston County's authorized Representative will have authority to act on behalf of the Galveston County to the extent provided in the contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 8 02 The Contractor agrees to perform the work under the general direction and coordination of Galveston County's authorized Representative in accordance with the contract documents Any directive given by Galveston County's authorized Representative shall be binding on the Contractor

**Juvenile Justice Center  
Boiler Replacement Project**

Section 8 03 Galveston County's authorized Representative, acting for Galveston County and subject to the Galveston County'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 Contractor, that Galveston County is entitled to undertake.

Section 8 04 Galveston County's authorized Representative shall not give instructions or orders directly to employees or workers of the Contractor, except to persons designated as authorized representatives of the Contractor

**Article IX.**

**Equal Opportunity**

Section 9 01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin The Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin The 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 X.**

**Alterations**

Section 10 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

**Juvenile Justice Center  
Boiler Replacement Project**

**Article XI.**

**Complete Agreement**

Section 11 01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and 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 11 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

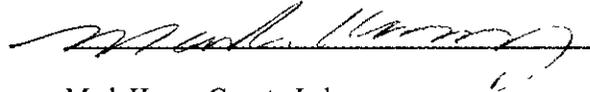
This Contract is issued pursuant to award made by Commissioners' Court on July 24, 2012

EXECUTED this 24<sup>th</sup> day of July, 2012

**Juvenile Justice Center  
Boiler Replacement Project**

COUNTY OF GALVESTON, TEXAS

BY



Mark Henry, County Judge

ATTEST



Dwight Sullivan, County Clerk

Kilgore Industries



BY

Owner

Signature - Title

Jeff Kilgore

Printed Name



AGENDA

ITEM

#15



#B #15  
CONSP

## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request: 1-23-12		Department: LEGAL DEPARTMENT					
Renewal Contract:		Orgkey: 1101153020	Object Code: 5413000				
Contract Start Date: 2-1-12		Vendor: CARLA PERDUE / M. H. STUBBS					
Contract End Date:		Vendor No:	Contract No:				
Description: AMENDMENT TO FURNISH... FOR... EXTENDED...							
Contract # Issued By Purchasing				Requested Legal Review			
				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
GA.FUL	1101	15000	10,000				
Totals		-	-	-	-	-	-
Total Cost		7,000.00					

Approved By	Date	Signature
<p>Department Head</p> <hr/> <p>Assistant Purchasing Agent: 07/23/2012 <i>Erin A. Maden, CPPB</i></p> <hr/> <p>County Legal: 7/23/12 <i>Jimmy Bogman</i></p> <hr/> <p style="text-align: center; font-size: small;">Contract listed in Budget Documentation (Yes/No)</p> <hr/> <p>County Budget Office: 7/23/2012 <i>[Signature]</i></p>		

## Bazaman, Harvey

---

**From** CCotrophia@millsshirley.com  
**Sent** Thursday, July 19, 2012 3:59 PM  
**To:** Bazaman, Harvey  
**Subject** Fw: HOUDOCS-#564378-v1-County\_of\_Galveston\_015\_EEOC\_investigation DOC  
**Attachments:** HOUDOCS-#564378-v1-County\_of\_Galveston\_015\_EEOC\_investigation.doc

Here you go. It would only be \$5000 since I have already spent \$5000. But Don wanted the total to be \$10,000. But you wouldn't get a bill for more than \$5000.

Carla Cotrophia  
Mills Shirley L L P  
1021 Main St Suite 1950  
Houston, Texas 77002  
Direct 713-571-4204  
Main 713-225-0547  
Fax 713-225-0844

----- Forwarded by Carla Cotrophia/Millsshirley on 07/19/2012 03:58 PM -----

**From** Robin Ainsworth/Millsshirley  
**To** Carla Cotrophia/Millsshirley@Millsshirley  
**Date** 07/19/2012 03:45 PM  
**Subject** Fw: HOUDOCS-#564378-v1-County\_of\_Galveston\_015\_EEOC\_investigation DOC

---

Robin B Ainsworth  
Legal Assistant to Carla Cotrophia  
Mills Shirley L L P  
1021 Main Street, Suite 1950  
One City Centre  
Houston, Texas 77002-6502  
Phone (713) 225-0547  
Facsimile (713) 225-0844  
[rainsworth@millsshirley.com](mailto:rainsworth@millsshirley.com)

# MILLS SHIRLEY L.L.P.

ESTABLISHED 1846

1021 MAIN STREET, SUITE 1950  
ONE CITY CENTRE  
HOUSTON, TEXAS 77002 6502  
PHONE (713) 225-0547  
FACSIMILE (713) 225-0844  
www.millsshirley.com

**CARLA COTROPIA**  
HOUSTON DIRECT 713 571 4204  
GALVESTON DIRECT 409 761 4004  
ccotrofia@millsshirley.com

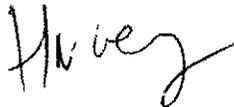
August 6, 2012

Re County of Galveston

---

Mr Harvey Bazaman  
Galveston County Legal Department  
722 Moody, 5th Floor  
Galveston, TX 77550

Dear ~~Mr Bazaman~~

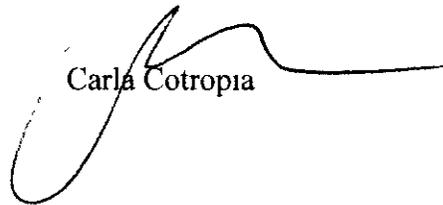


Enclosed is the signed Amendment to the Engagement Letter

If you have any questions, please feel free to contact our office

Very truly yours,

Carla Cotrofia



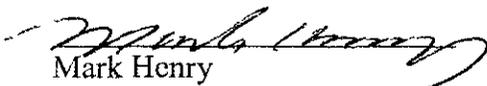
CC rba  
Enclosure  
564638/001923 016

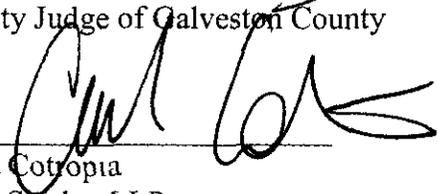
## AMENDMENT TO THE ENGAGEMENT LETTER

This letter is to confirm the engagement of Carla Cotropia of Mills Shirley LLP by the County of Galveston as follows.

- 1) The purpose of the engagement is to secure the services of Carla Cotropia relating to a claim pending before the Equal Employment Opportunity Commission
- 2) Ms Cotropia will conduct an investigation into the allegations made in the complaint, including an interview of each of the individuals working at the location where the events are alleged to have occurred. The conduct of the investigation will be determined solely by Ms Cotropia. The County of Galveston shall endeavor to assist such investigation by making employees available for interviews as needed, providing any records deemed necessary by Ms Cotropia, and other assistance needed to complete her investigation
- 3) Ms Cotropia will provide briefings to the County Legal Department during the course of her investigation so as to apprise them of its progress, and shall submit a written report of her findings at its conclusion. In the event litigation is necessary, Ms Cotropia agrees to remain available to appear
- 4) Ms Cotropia will be compensated at the rate of \$225 per hour for the services rendered in this agreement. Payment will be made within thirty days of the receipt of her invoices directed to the Galveston County Legal Department
- 5) In the event the services exceed Ten Thousand dollars, Ms. Cotropia will advise the County Legal Department and receive its direction before proceeding
- 6) Services under this agreement are to begin on the 8<sup>th</sup> of February, 2012

For the County

  
Mark Henry  
County Judge of Galveston County

  
Carla Cotropia  
Mills Shirley LLP

AGENDA

ITEM

#16



# 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



June 25, 2012

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

Re CLERICAL ERROR  
Request for P & I Waiver  
Account. 2996-0000-0713-000  
Douglas M Hoover

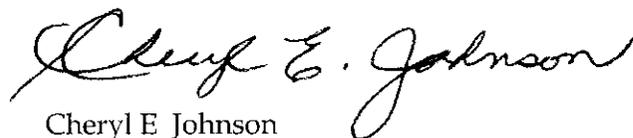
Dear Judge Henry

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

The homeowners purchased this property in September but did not receive a statement as it was mailed to the previous owners. Once the name change was processed the owner information changed to Mr & Mrs Hoover. The previous owner paid the taxes, but later realized their error and requested a refund, leaving taxes due on the account. The homeowner was not given additional time to pay the taxes without fees as is our practice.

<u>Account Number</u>	<u>Year</u>	<u>Refund</u>
2996-0000-0713-000	2010	\$ 1368 23

Sincerely,

  
Cheryl E Johnson

\*

RECEIVED  
OCT 03 2011

Douglas M. Hoover  
10327 San Luis Pass Rd.  
Unit # 714  
Galveston, Texas 77554  
409-497-4650

GALVESTON COUNTY JUDGE

September 30, 2011

County of Galveston  
722 Moody  
Galveston, Texas 77550  
Attention: Honorable County Judge Mark Henry

Subject: Douglas & Leslie Hoover, County Property Tax Account No. 2996-0000-0713-000

Dear Judge Henry,

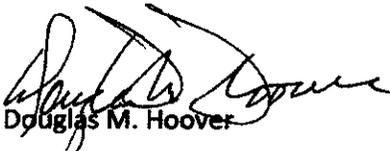
This is to respectfully request that you waiver the penalty and interest on the subject account.

Justification is predicated on events that created the penalty and interest. My wife and I closed on a condo at Diamond Beach Resort in Galveston in September of 2010. The seller gave us credit for his share of taxes for 2010 which meant that we would be responsible for paying all of the taxes for 2010. For some unknown reason, the title company failed to record the deed in time for the county to change the name of the owner before mailing the 2010 tax statements. Consequently, the seller received the tax statement and paid the taxes along with his other tax payments. When the title was finally recorded, the county realized that the seller was not responsible for the taxes and reimbursed him leaving the taxes unpaid. Since I never received a tax statement, I never thought about owing the taxes until I received a delinquent tax statement dated 9/8/11 (copy attached). I have paid the original levy but under these extenuating circumstances, I believe that the penalty and interest should be forgiven.

I retired as a City of Texas City administrator two years ago and while working for the City for fourteen years, I frequently experienced similar unavoidable incidents and understand how they happen and hope that my wife and I will not have to pay for something that we could not avoid. I discussed this situation with your Mr. Alex Makris in the county tax office and he was very cooperative and professional in researching the sequence of events and advising me on what to do, for which I am most appreciative.

Hopefully, I have adequately presented my case and you will grant my request. Your consideration will be greatly appreciated.

Respectfully,

  
Douglas M. Hoover

# Diamond Beach

---

September 7, 2011

Erma Evans  
Galveston County Taxing Office  
PO Box 1169  
Galveston, TX 77553-1119

**RE: Diamond Beach VP, LP Misapplied Payments Check Number 2595**

Erma,

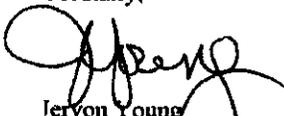
Per our conversation, I am authorizing you or someone within the Galveston County Taxing Office (GCTO) to make an adjustment to the payment allocation for check number 2575 issued by Diamond Beach VP, LP. Currently payments in the approximate amount of \$4,116.39, \$6,728.98 and \$4,241.74 were applied to accounts 2996-0000-0715-000, 2996-0000-0713-000 and 2996-0000-0604-000 respectively for a total of \$15,087.11. Unfortunately, payments should not have been made by Diamond Beach VP, LP as these units were sold and are now occupied and owned by the homeowners. The intended accounts are as follows; 2996-0000-0706-000 in the amount of \$5,555.50, 2996-0000-0304-000 in the amount of \$4,241.74 and 2996-0000-0606-000 in the amount of \$3,924.58 for a total of \$13,721.82. As a result of the error, penalty interest has been assessed. A summary is below

Current (Incorrect)			
✓2996-0000-0715-000	\$ 4,116.39	<del>667.49</del>	2757 10
✓2996-0000-0713-000	\$ 6,728.98		
✓2996-0000-0604-000	<del>\$ 4,241.74</del>		
Total	\$15,087.11	<del>17,898.21</del>	13721.82
Adjusted (Correct)			
✓2996-0000-0706-000 * balance	\$ 5,555.50	5858.70	
✓2996-0000-0304-000	<del>\$ 4,241.74</del>		
✓2996-0000-0606-000 *	\$ 3,924.58	4175.76	
Total	\$13,721.82	14276.20	

*overage*  
*adjustment*  
*amt due*  
*\$ 554.38*

That leaves an approximate overpayment of \$1,365.29. The amounts provided do not include any penalties and interest. My authorization of this adjustment in no way implies that Diamond Beach VP, LP agrees to the penalty and interest assessment as the check was submitted and received within the appropriate time frame. Additionally, the correct information for the incorrect stubs was submitted on May 19, 2011. Pending no other issues, please issue any refund amount to Diamond Beach VP, LP for the overpayment. The remittance address is 1210 W Clay St, St 10, Houston, TX 77019. I thank you in advance for your prompt attention to this most urgent matter. You can give me a call at (713) 526-3222 if you have any additional questions.

Cordially,

  
Jervon Young  
Accountant  
Diamond Beach VP, LP

*11/28/11*  
*spoke with Elizabeth*  
*2011 first year*  
*parted in from somewhere else*



# 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



July 12, 2012

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

Re **CLERICAL ERROR**  
Request for P & I Waiver  
8600-0580-0178-005  
Alta Loma Outlots c/o Russell Schroeder

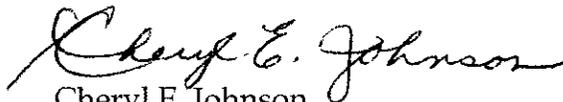
Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

Mr Schroeder submitted his check in a timely manner, however the check was never received by the Tax Office The homeowner has supplied evidence of his payment being submitted and is requesting fees from June to July be waived

<u>Account</u>	<u>Year</u>	<u>Waiver</u>
8600-0580-0178-005	2010	\$99 15

Sincerely,

  
Cheryl E Johnson

Attention,

Received  
8/25/11

paid

This is my check sequence

and 2-copies of my previous check

and the collection notice from Cheryl Johnson

I talked with a Ken Laird or Ken Lackey

at #(409) 766-2476 I wish this to be forwarded

to him, I also am quite unhappy about

being sent to a collection agency because of

shortcomings in the tax office I would

expect an apology and a letter to the collection

agency. I will also copy this letter and

send my payment certified this time, I would

appreciate consideration of being a Galveston  
County Tax Payer. Russell W Schroeder

June → August

\$378.42 → 469.11

90.69

$(378.42 + 90.69)$   
avg paid  
2011

(409) 789 7101

alta loma outdoor escortacion...



# 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



July 12, 2012

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE CLERICAL ERROR  
Request for refund of penalty & interest  
3510-0045-2013-001  
Veronica Davis

Dear Judge Henry

In accordance with Section 33 011(a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest and attorney fees on the above referenced tax account, as listed below, due to a clerical error

The homeowner states she purchased the property in August 2011 and did not receive a tax statement in a timely manner Our records indicate a name change was processed on the account in November of 2011 and a statement was not mailed at that time This is a clerical error

<u>Account</u>	<u>Year</u>	<u>Waiver</u>
3510-0045-2013-001	2011	\$ 185.31

Sincerely,

Cheryl E Johnson

February 28, 2012

RECEIVED  
FEB 28 2012

Veronica Davis  
1824 Ave O  
Galveston, Texas  
409-225-6624

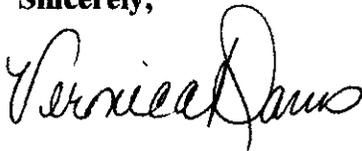
GALVESTON COUNTY JUDGE

Account number: 3510-0045-2013-001

Dear Sir,

I bought my property, 1824 Ave O in August of 2011 and I did NOT receive any tax bill in the mail in November of 2011. I did receive a late notice that my property taxes were overdue on Friday, 24th of February. I was not aware that my taxes were *long overdue* since I just bought the property. Please consider giving me a waiver on the penalty that accrued on my taxes since I did not receive the tax bill in the mail? I have since paid on my taxes and now know that tax notices go out in November of each year.

Sincerely,



Veronica Davis

Prev Account | Next Account | View Owner | Next Owner | Acct History | Notes | Semic D | Go To  
 KELLYM  
 ACT8008 v1.218  
 03/30/2012 16.19 34-  
 OCTO\_PROD

**STATUS DETAILS**

**Account Information:**  
 Account No: 351000452013001    Roll Code: REAL PROPERTY  
 Certified Owner: DAVIS VERONICA  
 Address Line: 1824 AVENUE O  
 Amount Due as of: 03/30/2012    Owner No: 0

**Tax Units:**  
 Tax Unit Description: List of Tax Units  
 1 2 210 330 601 601  
 AG INCL L ED    Remove Fees    Countywide    Multi Select

Tax Unit, Yr, Rec. Type  
 Tax Unit:    Year:    Rec. Type:

Amount:    Year:    Appr:    **Get Notes For Account No 351000452013001 - Certified Owner DAVIS VERONICA**

Year	Year	Entry Date	Operator ID	Note	Msg	Expire Date
2010	2011	11/09/2011	SUPP	SEPT 2011 NAO		
2009	2011	11/09/2011	REPORT MAN	NAME INFORMATION CHANGED, PROCESS = NC09, YEAR = 2		
2007	2010	10/20/2010	STMT930793	2010 STAT Double Click to See Notes in an Editor FETTER JAM	STMT	
2006	2009	12/10/2009	LEMONS, E	NOV 2009 NAO BATCH 2009 STMT RINGELSTETTER JAMES	SCSTM	
2005	2009	12/10/2009	SUPP	NOV 2009 NAO		
2004	2009	12/10/2009	REPORT MAN	NAME INFORMATION CHANGED, PROCESS = NC11, YEAR = 2		
2003	2009	11/09/2009	STMT783184	2009 STATEMENT MAILED TO OWNER / MAILED TO RINGELST	STMT	
Last Paym Date:	2009	02/23/2009	SCDAMING	DISASTER PAY COUPONS CREATED QTR COUPON STMT R	QSTM	

*sent 11-9-11*

Last Paym Date:    Delete Notes    Add Notes    Print Windows    View Notes    Close Windows

Double Click to See Notes in an Editor

Prty Account Next Account Prev Owner Next Owner Acct History **Notes** Documents

Go To: 05/18/2012 12:20:46  
OCTO\_PROD

EVANS\_E  
ACT8008 v1 219

STATUS DETAIL Expanded Fields Summary

**Account Information**

Account No 351000452013001 Roll Code REAL PROPRT

Certified Owner DAVIS VERONICA

Address Line 1824 AVENUE O

Amount Due as of 05/16/2012 Owner No 0

**Tax Units**

Tax Unit Description

List of Tax Units

1	.2	210	330	601	801
---	----	-----	-----	-----	-----

Remove Fees Countywide  **Multi Select**

Amount Due as of 05/16/2012 for Account No 351000452013001 - Certified Owner DAVIS VERONICA

Year	Appr	Year	Entry Date	Operator ID	Note	Msg	Expire Date
2011	\$						
2010	\$						
2009	\$	2011	11/08/2011	SUPP			
2008	\$	2011	11/08/2011	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC09, YEAR = 20		
2007	\$	2010	10/20/2010	STMT930793	2010 STATEMENT FILE 2-5 / MAILED TO RINGELSTETTER JAM	STMT	
2006	\$	2009	12/10/2009	LEMONS_E	NOV 2009 NAO BATCH: 2009 STMT RINGELSTETTER JAMES	CSTM	
2005	\$	2009	12/10/2009	SUPP	NOV 2009 NAO		
2004	\$	2009	12/10/2009	REPORT_MAN	NAME INFO Double Click to See Notes in an Editor, YEAR = 20		
2003	\$	2009	11/09/2009	STMT783184	2009 STATEMENT MAILED TO OWNER / MAILED TO RINGELST	STMT	
Last Paym Date	\$	2008	02/23/2008	GCDAWNC	DISASTER PAY COUPONS CREATED QTR COUPON STMT RI	QSTM	

Last Pay Delete Note Add Note Print Window View Note Close Window

Double Click to See Notes in an Editor

# Ownership Change Report

GALVESTONCAD

Date Range 09/01/2011 - 09/30/2011

Sorted by: Property ID

Property Types ALL

Taxing Units: C30, C31, C32, C33, C34, C36, C37, C38, C40, C46, C54, C56, C58, D01, D02, F01, GGA, J01, J05, M01, M04, M05, M07, M09, M12, M18, N01, RFL, S10, S11, S13, S14, S15, T01, T02, T03, T04, T05, T06, T07, T08, T09, T10, T11, T12, W01, W04

Quick-Ref ID/Property ID	Legal Description	Secured	NO	Secured	NO	Secured	NO	Taxing Units
QID: R105678 PID: 3510-0023-1004-000	ABST 628 PAGE 135 LOT 4 N E BLK 23 GALVESTON OUTLOTS							GGA, CAD, R01, J01, N01, RFL, S10, C30
Owner Chg Reason: Owner Chg Date: Name/Addr Chg Rsn Name/Addr Chg Dt.	OSBURN JAMES D 730 RUTHVEN ST HOUSTON, TX 77019-5234	Secured:	NO	Secured:	NO	Previous Owner Information CASA ALVAREZ REALTY LLC 16012 DRIFTING ROSE CIR CYPRESS, TX 77429	O0034785	Instrument: 2011042214 Deed Date: 08/15/11 Inst Type: WV
QID: R106423 PID: 3510-0045-2013-001	ABST 628 PAGE 127 W 32 12 FT OF LOT 13 (2013-1) SW BLK 45 GALVESTON OUTLOTS							GGA, CAD, R01, J01, N01, RFL, S10, C30
Owner Chg Reason: Owner Chg Date: Name/Addr Chg Rsn Name/Addr Chg Dt.	DAVIS VERONICA 1824 AVENUE O GALVESTON, TX 77550-8047	Secured:	NO	Secured:	NO	Previous Owner Information RINGELSTETTER JAMES L & PATRICIA 1912 BERNARDO DE GALVEZ GALVESTON, TX 77550	O467355	Instrument: 2011041785 Deed Date: 08/10/11 Inst Type: WD
QID: R106486 PID: 3510-0046-0013-001	ABST 628 PAGE 127 W 25 FT OF LOT 13 (13-1) NW BLK 46 GALVESTON OUTLOTS							GGA, CAD, R01, J01, N01, RFL, S10, C30
Owner Chg Reason: Owner Chg Date: Name/Addr Chg Rsn Name/Addr Chg Dt.	DAVIS LARRY & LINDA 894 VZ CR 2401 CANTON, TX 75103-4104	Secured:	NO	Secured:	NO	Previous Owner Information STESZEWSKI JAMES A & VERMARA LAUGHLIN-STESZEWSKI 1624 AVE N 1/2 GALVESTON, TX 77550	O570567	Instrument: 2011038514 Deed Date: 07/29/11 Inst Type: WV
QID: R106671 PID: 3510-0059-2010-001	ABST 628 PAGE 107 W 1/2 OF LOT 10 & E 1/2 OF LOT 11 (2010-1) S W BLK 59 GALVESTON OUTLOTS							GGA, CAD, R01, J01, N01, RFL, S10, C30
Owner Chg Reason: Owner Chg Date: Name/Addr Chg Rsn Name/Addr Chg Dt.	B J ARKOS REVOCABLE TRUST 1402 21ST ST GALVESTON, TX 77550-4720	Secured:	NO	Secured:	NO	Previous Owner Information ARKOS B J 1402 21ST ST GALVESTON, TX 77550-4720	O433425	Instrument: 2011043346 Deed Date: 08/16/11 Inst Type: WD
QID: R106797 PID: 3510-0061-2005-000	ABST 628 PAGE 115 LOT 5 SW BLK 61 GALVESTON OUTLOTS							GGA, CAD, R01, J01, N01, RFL, S10, C30
Owner Chg Reason: Owner Chg Date: Name/Addr Chg Rsn Name/Addr Chg Dt.	SCOTT DEBORA SOCHA 3409 TURTLE VILLAGE ST SAN ANTONIO, TX 78230-3900	Secured:	NO	Secured:	NO	Previous Owner Information SOCHA ELENORA M 3609 AVE O 1/2 GALVESTON, TX 77550	O502282	Instrument: 2011041351 Deed Date: 08/12/11 Inst Type: WD

*(Loaded with certified roll)*



# 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



July 12, 2012

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

RE **CLERICAL ERROR**

Request for Refund of Penalty & Interest

3755-0003-0011-000

Navigation Services LLC

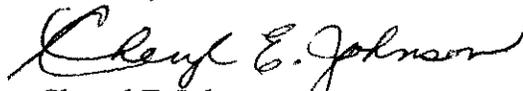
Dear Judge Henry:

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

Ms Watson claims she did not receive a bill. We received a November ownership change after the certified roll was loaded and a statement was not mailed according to policy. This is a clerical error.

<u>Account #</u>	<u>Years</u>	<u>Refund</u>
3755-0003-0011-000	2011	\$12.45

Sincerely,

  
Cheryl E Johnson

Galveston County Tax Commission:

3-2-2012

In regards to account number 3755-0003-0011-000, I am requesting a refund of late fees for the following reasons:

- I did not receive an original bill for the above mentioned account, but, did for account number 3755-0003-0010-000, and paid it within the appropriate timeframe with no late fees due.
- I did not know that I had two accounts with the tax office, as I bought the property as one address, 1972 Avenue H, Crystal Beach, TX 77650. I received the bill with the Avenue H address on it and paid it, thinking it was the only bill I had. I have copies of the bill, my canceled check stapled to it with the paid receipt, and filed away as I always do.
- I only found out about the second account number, when, I received a yellow card in the mail noting I may owe taxes in Galveston County. I called to take care of whatever it might be, and learned I owe more taxes on an account I had no knowledge of, and that I owe late fees, even though I never received a bill from the taxing office. I am trying to do the right thing and pay my taxes, as I always have and will always do.

I have talked with four separate people in the tax office, Gordon Robinson, Leslie, Terry, and Rachel, each of them sensing my frustration, but, say they cannot waive the fees.

**I want this on my record, that, I am not knowingly late, and that if I had received a bill, it would have been paid.** I would also appreciate the fees being refunded, as I have paid my bill online, in full, so that no more fees would be levied. I understand I would have to pay more if I did not do this. My confirmation for payment is. **GALPRT000067851**. My payment totaled \$154.56, where it would have been \$138.34, had I received a bill.

Sincerely,

Mary Beth Watson  
Navigation Services, LLC  
713-416-6899  
[Tmbwatson2@gmail.com](mailto:Tmbwatson2@gmail.com)

Windows

Home  Accounts  Reports  Settings  Notes

**Account Information**  
 Account No: 375500030011000    Property: REAL PROPERTY  
 Name: NAVIGATION SERVICES LLC  
 Address: 25507 PIPESTEM DR  
 Date: 03/30/2012    Owner No: 0  
 AG INCLUDED     RETURN FILE   

Notes: For Account No. 375500030011000 -- Certificate Owner: NAVIGATION SERVICES LLC

Year	View	Account No.	Property No.	Notes	File	Execution
2010						
2009		375500030011000	0000000000	DELTQ STMT - SUMMARY 25507 PIPESTEM DR, MAGNOLIA, TX	DSTM	
2009		375500030011000	0000000000	SEPT 2011 NAO		
2007		375500030011000	0000000000	NAME INFORMATION CHANGED, PROCESS = NC09, YEAR = 2009		
2006		375500030011000	0000000000	DELTQ STMT - SUMMARY 106 MERRY MARK, LUMBERTON, TX	DSTM	
2005		375500030011000	0000000000	THE REFUND ON THIS ACCOLANT WAS AN ERROR FROM THE		
2004		375500030011000	0000000000	NOV 2010 NAO STMT BATCH 2010 STMT SILVER LINING INC	DSTM	
2003		375500030011000	0000000000	NOV2010 NAO		
2003		375500030011000	0000000000	NAME INFORMATION CHANGED, PROCESS = NC11, YEAR = 2009		

Double Click to See Notes in an Editor

AGENDA

ITEM

#17



# 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



July 5, 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)

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
4430-0000-0085-000	\$2,733 64 (2010)	Supplemental Adjustment
4430-0000-0085-000	2,699 16 (2011)	Supplemental Adjustment
5868-0001-0077-000	4,018 19 (2011)	Supplemental Adjustment
9700-6702-0501-008	4,807 52 (2011)	Supplemental Adjustment
9700-6702-0501-008	5,647 28 (2010)	Supplemental Adjustment
9700-6702-0501-008	5,558 13 (2009)	Supplemental Adjustment
9700-6702-0501-008	3,709 10 (2008)	Supplemental Adjustment
9700-6702-0501-008	3,459 08 (2007)	Supplemental Adjustment

Sincerely,

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



July 9, 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)

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
2099-0001-0001-000	\$ 6,384 33	Duplicate Payment

Sincerely,

A handwritten signature in black ink that reads "Cheryl E. Johnson".

Cheryl E Johnson, RTA

**Refunds in Excess of \$2,500.00**

<b>Account Number</b>	<b>Amount</b>	<b>Reason</b>
<b>2099-0001-0001-000</b>	<b>\$ 6,384.33</b>	<b>Duplicate Payment</b>



# 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.L.Johnson@co.galveston.tx.us



July 16, 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)

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
7316-0002-0029-000	\$ 3,423 32	Over Payment
1381-0004-0042-000	\$ 4,557 30	Duplicate Payment
6704-0001-0015-000	\$ 3,561 95	Over Payment
3227-0002-0014-000	\$ 3,708 04	Over Payment
3204-0000-0709-000	\$ 2,882 00	Over Payment

Sincerely,

Cheryl E Johnson, RTA

**Refunds in Excess of \$2,500.00**

<b>Account Number</b>	<b>Amount</b>	<b>Reason</b>
<b>7316-0002-0029-000</b>	<b>\$ 3,423.32</b>	<b>Over Payment</b>
<b>1381-0004-0042-000</b>	<b>\$ 4,557.30</b>	<b>Duplicate Payment</b>
<b>6704-0001-0015-000</b>	<b>\$ 3,561.95</b>	<b>Over Payment</b>
<b>3227-0002-0014-000</b>	<b>\$ 3,708.04</b>	<b>Over Payment</b>
<b>3204-0000-0709-000</b>	<b>\$ 2,882.00</b>	<b>Over Payment</b>

AGENDA

ITEM

#18a1

County Architect



## MEMO

Date

...

Tuesday, July 24, 2012

**Addressed to:**

Commissioners' Court Agenda

Galveston County

**Items:**

- 1 Consider the following items for the San Leon Fire Department
  - A Consider a Change Order to Crain Group on the San Leon Fire Department  
Decrease the contract sum by \$10,857 00

Dudley Anderson, County Architect

# AIA Document G701™ - 2001

## Change Order

<b>PROJECT</b> <i>(Name and address)</i>	<b>CHANGE ORDER NUMBER</b> 001	<b>OWNER</b> <input checked="" type="checkbox"/>
San Leon Volunteer Fire Department 337 12th Street San Leon, Texas 77539	<b>DATE</b> July 5, 2012	<b>ARCHITECT</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address)</i>	<b>ARCHITECT'S PROJECT NUMBER</b> 120-12030-001	<b>CONTRACTOR</b> <input checked="" type="checkbox"/>
Crain Group, L L C 2635 Miller Ranch Road Pearland, Texas 77584	<b>CONTRACT DATE</b> September 27, 2011	<b>FIELD</b> <input type="checkbox"/>
	<b>CONTRACT FOR</b> General Construction	<b>OTHER</b> <input type="checkbox"/>

**THE CONTRACT IS CHANGED AS FOLLOWS**

*(Include, where applicable any undisputed amount attributable to previously executed Construction Change Directives)*  
 Remaining balance of \$10,857.00 of the Owner's Project Contingency Allowance shall be credited back to the Contract Sum

The original Contract Sum was	\$	684,000.00
The net change by previously authorized Change Orders	\$	0
The Contract Sum prior to this Change Order was	\$	684,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	10,857.00
The new Contract Sum including this Change Order will be	\$	673,143.00

The Contract Time will be increased by zero ( 0 ) days  
 The date of Substantial Completion as of the date of this Change Order therefore is May 25, 2012

**NOTE.** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER**

Lockwood, Andrews, Newman, Inc	Crain Group, L L C	County of Galveston
<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
2925 Briarpark Drive Houston, Texas 77042	2635 Miller Ranch Road Pearland, Texas 77584	722 Moody Street Galveston, Texas 77550
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>
Scotty Lewis	John Green	Authorized Representative
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
07/09/12	7/5/12	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



Lockwood, Andrews  
& Newnam, Inc.  
A LEICA DAILY COMPANY

**ALLOWANCE EXPENDITURE AUTHORIZATION**

PLANNING  
ENGINEERING  
PROGRAM MANAGEMENT  
Est 1935  
AUSTIN TX  
CHICAGO, IL  
COLLEGE STATION TX  
DALLAS TX  
FLINT, MI  
FORT WORTH, TX  
HOUSTON, TX  
LAS VEGAS NV  
LOS ANGELES CA  
MIAMI FL  
PHOENIX, AZ  
SACRAMENTO CA  
SAN ANTONIO TX  
SAN MARCOS TX  
TAMPA FL  
WACO TX

PROJECT: San Leon VFD  
337 12<sup>th</sup> Street  
San Leon, TX 77539  
AEA NUMBER: ONE (1)  
ISSUE DATE: 24 May 2012  
CONTRACTOR: Crain Group, LLC  
2635 Miller Ranch Road  
Pearland, TX 77584  
CONTRACT DATE: 27 September 2011  
ARCHITECT: LAN, Inc  
2925 Briarpark Dr  
Suite 400  
Houston, TX 77042  
PROJECT NUMBER: 120 12030 001

Allowance expenditure for the following is authorized

The following Expenditures are listed in the Attachment

CPR 01 - CPR 10

Owner's Project Contingency Allowance will be Decreased in the amount of \$21,474.25

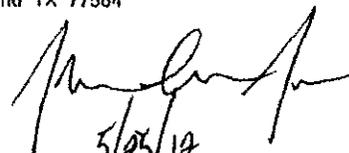
**Not Valid until Signed by the Owner, Architect, and Contractor**

The Original Amount of the Owner's Project Contingency Allowance	\$33,000.00
Total Additions/Deductions of Previous Authorized AEAs	\$0.00
The Sum of Allowance Balance prior to this AEA	\$33,000.00
<b>The Sum of Allowance will be Decreased by this AEA</b>	<b>\$21,474.25</b>
<b>The New Sum of Allowance Balance including this AEA:</b>	<b>\$11,525.75</b>

ARCHITECT  
Lockwood, Andrews, Newnam Inc  
2925 Briarpark Drive  
Houston, TX 77042

CONTRACTOR  
Crain Group, LLC  
2635 Miller Ranch Road  
Pearland TX 77584

BY   
DATE 5/24/12

BY   
DATE 5/25/12

OWNER  
County of Galveston  
722 Moody Street  
Galveston Texas 77550

BY  
DATE

2925 BRIARPARK DRIVE  
HOUSTON, TX 77042  
TEL 713 266.6900  
FAX 713 266 2089

CPR #	PR #/RFI #	DESCRIPTION	DEDUCT	CREDIT	NET CHANGE
CPR 01		Civil Modifications	\$ 750 00	\$ -	\$ 750.00
CPR 02		Electrical Service Modifications	\$ 4,750 00		\$ 4,750.00
CPR 03		Additional Electrical Outlets	\$ 2,125.00		\$ 2,125 00
CPR 04		Relocate 2 High Bay Light Fixtures	\$ 600 00		\$ 600.00
CPR 05		Additional Fence Gate & Controller	\$ 7,150 00		\$ 7,150 00
CPR 06		Additional Ceramic Tile	\$ 235.25		\$ 235 25
CPR 07		Construct 5'-0" Drywall Screen Wall	\$ 3,280.00		\$ 3,280 00
CPR 08		Change Entry Door HW for TDI rqmts	\$ 954 00		\$ 954 00
CPR 09		Provide Relays to tie EF's to Switches	\$ 500 00		\$ 500 00
CPR 10		Insulate HW Piping in Office	\$ 1,130 00		\$ 1,130.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL DEDUCT TO CONTINGENCY ALLOWANCE</b>					<b>\$ 21,474 25</b>



Lockwood, Andrews  
& Newnam, Inc  
A LEO A DALY COMPANY

**ALLOWANCE EXPENDITURE AUTHORIZATION**

PLANNING	PROJECT.	San Leon VFD 337 12 <sup>th</sup> Street San Leon, TX 77539	AEA NUMBER.	TWO (2)
ENGINEERING			ISSUE DATE	02 July 2012
PROGRAM MANAGEMENT	CONTRACTOR	Crain Group, LLC 2635 Miller Ranch Road Pearland, TX 77584	CONTRACT DATE	27 September 2011
Est 1935	ARCHITECT	LAN, Inc 2925 Briarpark Dr Suite 400 Houston, TX 77042	PROJECT NUMBER	120-12030 001

AUSTIN TX  
CHICAGO, IL  
COLLGE STATION TX  
DALLAS TX  
FLINT MI  
FORT WORTH TX  
HOUSTON, TX  
LAS VEGAS NV  
LOS ANGELES CA  
MIAMI, FL  
PHOENIX AZ  
SACRAMENTO CA  
SAN ANTONIO TX  
SAN MARCOS TX  
TAMPA FL  
WACO TX

Allowance expenditure for the following is authorized  
The following Expenditures are listed in the Attachment  
CPR 11 – CPR 14

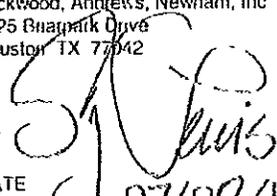
Owner's Project Contingency Allowance will be Decreased in the amount of \$ 668 75

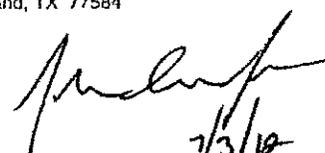
**Not Valid until Signed by the Owner, Architect, and Contractor**

The Original Amount of the Owner's Project Contingency Allowance	\$33,000.00
Total Additions/Deductions of Previous Authorized AEAs	\$21,474.25
The Sum of Allowance Balance prior to this AEA	\$11,525.75
The Sum of Allowance will be Decreased by this AEA	\$ 668.75
The New Sum of Allowance Balance including this AEA	\$10,857.00

ARCHITECT  
Lockwood, Andrews, Newnam, Inc  
2925 Briarpark Drive  
Houston, TX 77042

CONTRACTOR  
Crain Group, LLC  
2635 Miller Ranch Road  
Pearland, TX 77584

BY   
DATE 07/02/12

BY   
DATE 7/3/12

OWNER  
County of Galveston  
722 Moody Street  
Galveston, Texas 77550

BY  
DATE

2925 BRIARPARK DRIVE  
HOUSTON TX 77042  
TEL 713 266 6900  
FAX 713 266 2089



AGENDA

ITEM

#18a2

County Architect



## MEMO

**Date**

Tuesday, July 24, 2012

**Addressed to:**

Commissioners' Court Agenda

Galveston County

**Items:**

- 1 Consider the following items for the San Leon Fire Department:  
Consider final payment application to Crain Group on the San Leon Fire Department

Dudley Anderson, County Architect

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER)  
Galveston County  
722 21st Street  
Galveston Texas 77550

PROJECT

Galveston County San Leon  
Volunteer Fire Department  
309 12th Street

APPLICATION NO

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
CONTROLLER	<input checked="" type="checkbox"/>

FROM (CONTRACTOR)

Crain Group L L C  
2635 Millar Ranch Road  
Pearland Texas 77584

PERIOD TO

07/02/12

CONTRACT DATE

09/27/11

VIA (ARCHITECT)

P O #C202878  
Lockwood, Andrew & Newnam, Inc  
2925 Briarpark Drive Suite 400  
Houston Texas 77042

CONTRACT FOR General Construction

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below in connection with the Contract

1 ORIGINAL CONTRACT SUM \$684,000.00

2 Net change by Change Orders (\$10,857.00)

3 CONTRACT SUM TO DATE (Line 1 + 2) \$673,143.00

4 TOTAL COMPLETED & STORED TO DATE \$673,143.00

5 RETAINAGE  
a 0% of Completed Work \$0.00

b 0% of Stored Material \$0.00

Total Retainage ( Line 5A + 5B ) or Total \$0.00

6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$673,143.00

7 LESS PREVIOUS CERTIFICATED FOR PAYMENT (Line 6 from Previous Certificate) \$637,826.68

8 CURRENT PAYMENT DUE \$35,316.32

9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$0.00

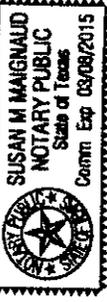
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in Previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR

BY [Signature] Date 7/5/12

John Green, Vice President



State of Texas, County of Brazoria

Subscribed and sworn to before me on this 5 day of July 2012

Notary Public

My Commission Expires

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

\$35,316.32  
(Attach explanation if amount certified differs from the amount applied for initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT BY [Signature] Date 07/09/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to all rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET; SCHEDULE OF VALUES

ALA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT containing

Contractor's signed certification is attached

In tabulations below amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO

Eight (8)

APPLICATION DATE

07/05/12

PERIOD TO

07/02/12

PROJECT

P O #C202878

A ITEM NO	B DESCRIPTION OF WORK	C ORIGINAL SCHEDULED VALUE	C1 CHANGES	C2 CURRENT SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C2- G)	I RETAINAGE 5%
					WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	% (G - C2)					
1	General Conditions										
	Superintendent	\$27,697.00	\$0.00	\$27,697.00	\$0.00	\$27,697.00	\$0.00	\$0.00	\$27,697.00	\$0.00	\$1,384.85
	Project Management	\$14,738.00	\$0.00	\$14,738.00	\$0.00	\$14,738.00	\$0.00	\$0.00	\$14,738.00	\$0.00	\$736.90
	Temporary Protection	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$150.00
	Temporary Phone	\$400.00	\$0.00	\$400.00	\$0.00	\$400.00	\$0.00	\$0.00	\$400.00	\$0.00	\$20.00
	General Labor	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$50.00
	Postage & Delivery	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$10.00
	Temporary Toilets	\$700.00	\$0.00	\$700.00	\$0.00	\$700.00	\$0.00	\$0.00	\$700.00	\$0.00	\$35.00
	Construction Trailer	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$125.00
	Travel Expense	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$150.00
	Job Sign	\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$90.00
	Job Photographs	\$150.00	\$0.00	\$150.00	\$0.00	\$150.00	\$0.00	\$0.00	\$150.00	\$0.00	\$7.50
	Blue Prints	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$50.00
	Construction Dumpsters	\$3,050.00	\$0.00	\$3,050.00	\$0.00	\$3,050.00	\$0.00	\$0.00	\$3,050.00	\$0.00	\$152.50
	Final Clean	\$2,120.00	\$0.00	\$2,120.00	\$0.00	\$2,120.00	\$0.00	\$0.00	\$2,120.00	\$0.00	\$106.00
	Punchlist	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$25.00
	Close-Out	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$250.00
2	SWPPP	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$100.00
3	Site Demolition	\$4,150.00	\$0.00	\$4,150.00	\$0.00	\$4,150.00	\$0.00	\$0.00	\$4,150.00	\$0.00	\$207.50
4	Earthwork										
	Mobilization	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$125.00
	Curb/Infill	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$500.00
	Stabilization	\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	\$0.00	\$425.00
	Blue Top Subgrade	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$200.00
5	Field Engineering	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$50.00
6	Asphalt										
	Labor	\$2,120.00	\$0.00	\$2,120.00	\$0.00	\$2,120.00	\$0.00	\$0.00	\$2,120.00	\$0.00	\$106.00
	Material	\$3,180.00	\$0.00	\$3,180.00	\$0.00	\$3,180.00	\$0.00	\$0.00	\$3,180.00	\$0.00	\$159.00
7	Parking Lot Striping										
	Labor	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$75.00
	Material	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$25.00
8	Storm Sewer										
	Mobilization	\$300.00	\$0.00	\$300.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$15.00
	Storm Pipe Extension	\$2,600.00	\$0.00	\$2,600.00	\$0.00	\$2,600.00	\$0.00	\$0.00	\$2,600.00	\$0.00	\$130.00
	Adjust Water Lines	\$775.00	\$0.00	\$775.00	\$0.00	\$775.00	\$0.00	\$0.00	\$775.00	\$0.00	\$38.75
9	Hydromulching										
	Material	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$25.00
	Labor	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$100.00
10	Site Concrete										
	Submittals/Shop Drawings	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$25.00
	Mobilization	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$75.00

11	Deck Concrete	Material	\$40,375.00	\$0.00	\$40,375.00	\$0.00	\$0.00	\$0.00	\$40,375.00	100.00%	\$0.00	\$2,018.75
	Submittals/Shop Drawings	Labor	\$18,375.00	\$0.00	\$18,375.00	\$0.00	\$0.00	\$0.00	\$18,375.00	100.00%	\$0.00	\$918.75
		Close-Out	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
			\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
			\$9,015.00	\$0.00	\$9,015.00	\$0.00	\$0.00	\$0.00	\$9,015.00	100.00%	\$0.00	\$450.75
			\$4,935.00	\$0.00	\$4,935.00	\$0.00	\$0.00	\$0.00	\$4,935.00	100.00%	\$0.00	\$246.75
			\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
12	Masonry	Material	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
	Submittals/Shop Drawings	Labor	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$175.00
			\$20,850.00	\$0.00	\$20,850.00	\$0.00	\$0.00	\$0.00	\$20,850.00	100.00%	\$0.00	\$1,042.50
			\$27,555.00	\$0.00	\$27,555.00	\$0.00	\$0.00	\$0.00	\$27,555.00	100.00%	\$0.00	\$1,377.75
			\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
13	Steel Fabrication	Material	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
	Submittals/Shop Drawings	Labor	\$20,700.00	\$0.00	\$20,700.00	\$0.00	\$0.00	\$0.00	\$20,700.00	100.00%	\$0.00	\$1,035.00
14	Steel Erection	Material	\$11,500.00	\$0.00	\$11,500.00	\$0.00	\$0.00	\$0.00	\$11,500.00	100.00%	\$0.00	\$575.00
		Labor	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
			\$7,080.00	\$0.00	\$7,080.00	\$0.00	\$0.00	\$0.00	\$7,080.00	100.00%	\$0.00	\$354.00
			\$4,350.00	\$0.00	\$4,350.00	\$0.00	\$0.00	\$0.00	\$4,350.00	100.00%	\$0.00	\$217.50
			\$2,820.00	\$0.00	\$2,820.00	\$0.00	\$0.00	\$0.00	\$2,820.00	100.00%	\$0.00	\$141.00
			\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
16	Milwork	Material	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
	Submittals/Shop Drawings	Labor	\$5,180.00	\$0.00	\$5,180.00	\$0.00	\$0.00	\$0.00	\$5,180.00	100.00%	\$0.00	\$259.00
			\$2,220.00	\$0.00	\$2,220.00	\$0.00	\$0.00	\$0.00	\$2,220.00	100.00%	\$0.00	\$111.00
			\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
			\$2,437.00	\$0.00	\$2,437.00	\$0.00	\$0.00	\$0.00	\$2,437.00	100.00%	\$0.00	\$121.85
			\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
17	Building Insulation	Material	\$3,588.00	\$0.00	\$3,588.00	\$0.00	\$0.00	\$0.00	\$3,588.00	100.00%	\$0.00	\$179.40
18	Building and Site Sealants	Material	\$7,210.00	\$0.00	\$7,210.00	\$0.00	\$0.00	\$0.00	\$7,210.00	100.00%	\$0.00	\$360.50
19	Doors/Frames/Hardware	Material	\$8,671.00	\$0.00	\$8,671.00	\$0.00	\$0.00	\$0.00	\$8,671.00	100.00%	\$0.00	\$433.55
		Labor	\$1,310.00	\$0.00	\$1,310.00	\$0.00	\$0.00	\$0.00	\$1,310.00	100.00%	\$0.00	\$65.50
			\$790.00	\$0.00	\$790.00	\$0.00	\$0.00	\$0.00	\$790.00	100.00%	\$0.00	\$39.50
			\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
20	Glass and Glazing	Material	\$2,237.00	\$0.00	\$2,237.00	\$0.00	\$0.00	\$0.00	\$2,237.00	100.00%	\$0.00	\$111.85
		Labor	\$2,103.00	\$0.00	\$2,103.00	\$0.00	\$0.00	\$0.00	\$2,103.00	100.00%	\$0.00	\$105.15
			\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
21	Painting	Material	\$915.00	\$0.00	\$915.00	\$0.00	\$0.00	\$0.00	\$915.00	100.00%	\$0.00	\$45.75
		Labor	\$610.00	\$0.00	\$610.00	\$0.00	\$0.00	\$0.00	\$610.00	100.00%	\$0.00	\$30.50
22	Framing/Drywall	Material	\$1,085.00	\$0.00	\$1,085.00	\$0.00	\$0.00	\$0.00	\$1,085.00	100.00%	\$0.00	\$54.25
		Labor	\$640.00	\$0.00	\$640.00	\$0.00	\$0.00	\$0.00	\$640.00	100.00%	\$0.00	\$32.00
			\$375.00	\$0.00	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00	100.00%	\$0.00	\$18.75



35	Controls	Material	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00	\$125.00
		Labor	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00	\$75.00
	Building Electrical	Close-Out	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00	\$175.00
	Submittals/Shop Drawings		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00	\$250.00
	Rough-In	Material	\$9,100.00	\$0.00	\$9,100.00	\$0.00	\$0.00	\$0.00	\$9,100.00	100.00%	\$0.00	\$0.00	\$455.00
		Labor	\$5,730.00	\$0.00	\$5,730.00	\$0.00	\$0.00	\$0.00	\$5,730.00	100.00%	\$0.00	\$0.00	\$286.50
	Trim Out	Material	\$6,730.00	\$0.00	\$6,730.00	\$0.00	\$0.00	\$0.00	\$6,730.00	100.00%	\$0.00	\$0.00	\$336.50
		Labor	\$4,477.00	\$0.00	\$4,477.00	\$0.00	\$0.00	\$0.00	\$4,477.00	100.00%	\$0.00	\$0.00	\$223.85
	Generator/ATS	Material	\$38,500.00	\$0.00	\$38,500.00	\$0.00	\$0.00	\$0.00	\$38,500.00	100.00%	\$0.00	\$0.00	\$1,925.00
		Labor	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00	\$175.00
	Fixtures/Gear	Material	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$0.00	\$325.00
		Labor	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00	\$150.00
		Close-Out	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00	\$250.00
36	Fire Alarm System		\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$0.00	\$25.00
	Submittals/Shop Drawings	Material	\$4,227.00	\$0.00	\$4,227.00	\$0.00	\$0.00	\$0.00	\$4,227.00	100.00%	\$0.00	\$0.00	\$211.35
		Labor	\$3,151.00	\$0.00	\$3,151.00	\$0.00	\$0.00	\$0.00	\$3,151.00	100.00%	\$0.00	\$0.00	\$157.55
		Close-Out	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00	\$50.00
37	Voice and Data Cabling		\$2,125.00	\$0.00	\$2,125.00	\$0.00	\$0.00	\$0.00	\$2,125.00	100.00%	\$0.00	\$0.00	\$106.25
		Material	\$1,332.00	\$0.00	\$1,332.00	\$0.00	\$0.00	\$0.00	\$1,332.00	100.00%	\$0.00	\$0.00	\$66.60
		Labor	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$0.00	\$25.00
		Close-Out	\$9,788.00	\$0.00	\$9,788.00	\$0.00	\$0.00	\$0.00	\$9,788.00	100.00%	\$0.00	\$0.00	\$489.40
38	Insurance		\$14,725.00	\$0.00	\$14,725.00	\$0.00	\$0.00	\$0.00	\$14,725.00	100.00%	\$0.00	\$0.00	\$736.25
39	Performance and Payment Bond		\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$0.00	\$300.00
40	Material Testing Allowance		\$33,000.00	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00	\$33,000.00	100.00%	\$0.00	\$0.00	\$542.85
41	Owner Contingency Allowance		\$0.00	(\$22,143.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	\$1,073.71
42	AE/A #1 - 5/24/12		\$21,474.25	\$668.75	\$21,474.25	\$0.00	\$0.00	\$0.00	\$21,474.25	100.00%	\$0.00	\$0.00	\$33.44
43	AE/A #2 - 7/2/12		\$0.00	\$668.75	\$668.75	\$0.00	\$0.00	\$0.00	\$668.75	100.00%	\$0.00	\$0.00	\$33.44
44	Change Order #1		\$0.00	(\$10,857.00)	(\$10,857.00)	\$0.00	\$0.00	\$0.00	(\$10,857.00)	100.00%	\$0.00	\$0.00	-\$542.85
45	Contractor Fee		\$45,000.00	\$0.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$0.00	\$2,250.00
	<b>GRAND TOTALS</b>		\$684,000.00	(\$10,837.00)	\$673,163.00	\$1,746.50	\$0.00	\$0.00	\$673,143.00	100.00%	\$0.00	\$0.00	\$33,657.15



PARTIAL WAIVER OF LIEN RIGHTS & RELEASE OF LIENS

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ § KNOW ALL MEN BY THESE PRESENTS  
§

THE undersigned Contractor has entered into a subcontract with CRAIN GROUP, L.L.C. to furnish labor, equipment and/or material in connection with the construction of improvements on the real property titled San Leon Fire & EMS Station (the "Project") and owned by Galveston County (the "Owner")

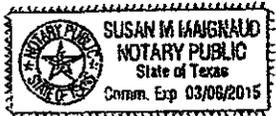
IN CONSIDERATION OF the sum paid by CRAIN GROUP, L.L.C. to or for the benefit of the Contractor, the receipt of which is hereby acknowledged, through and including, April 30, 2012, (the "payment periods"), the undersigned Contractor hereby waives, relinquishes and releases any and all mechanic's or materialman's liens, and any and all claims or rights of or to such liens, on the Project through the above mention payment period. This waiver and release does not extend to any future claims or rights to a mechanic's or materialman's lien of the Contractor on account of labor, equipment or materials furnished or to be furnished by the undersigned on the Project after the payment periods or on account of any retainage withheld from this or prior payments to the Contractor

EXECUTED on this 2 day of July, 2012.

"Contractor":  
AnTek  
a \_\_\_\_\_

By [Signature]  
Name [Signature]  
Title [Signature]

2 SUBSCRIBED AND SWORN TO BEFORE ME by MATH KUYER, on this the day of July, 2012, to certify which witness my hand and seal of office



[Signature]  
Notary Public, State of Texas

HVAC

PARTIAL WAIVER OF LIEN RIGHTS & RELEASE OF LIENS

STATE OF TEXAS §  
COUNTY OF Harris § KNOW ALL MEN BY THESE PRESENTS §

THE undersigned Contractor has entered into a subcontract with CRAIN GROUP, L.L.C to furnish labor, equipment and/or material in connection with the construction of improvements on the real property titled San Leon Fire & EMS Station (the "Project") and owned by Galveston County (the "Owner").

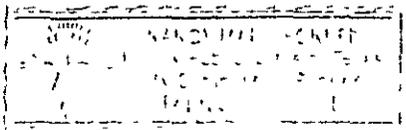
IN CONSIDERATION OF the sum paid by CRAIN GROUP, L.L.C to or for the benefit of the Contractor, the receipt of which is hereby acknowledged, through and including, June 18, 2012, (the "payment periods"), the undersigned Contractor hereby waives, relinquishes and releases any and all mechanic's or materialman's liens, and any and all claims or rights of or to such liens, on the Project through the above mention payment period This waiver and release does not extend to any future claims or rights to a mechanic's or materialman's lien of the Contractor on account of labor, equipment or materials furnished or to be furnished by the undersigned on the Project after the payment periods or on account of any retainage withheld from this or prior payments to the Contractor.

EXECUTED on this 21 day of June, 2012

"Contractor":  
MEK Floors  
a L.L.C

By. [Signature]  
Name. [Signature]  
Title [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME by [Signature], on this the day of June, 2012, to certify which witness my hand and seal of office



[Signature]  
Notary Public, State of Texas

Floors



PARTIAL WAIVER OF LIEN RIGHTS & RELEASE OF LIENS

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF \_\_\_\_\_

THE undersigned Contractor has entered into a subcontract with CRAIN GROUP, L L C to furnish labor, equipment and/or material in connection with the construction of improvements on the real property titled San Leon Fire & EMS Station (the "Project") and owned by Galveston County (the "Owner")

IN CONSIDERATION OF the sum paid by CRAIN GROUP, L L C. to or for the benefit of the Contractor, the receipt of which is hereby acknowledged, through and including, May 24, 2012, (the "payment periods"), the undersigned Contractor hereby waives, relinquishes and releases any and all mechanic's or materialman's liens, and any and all claims or rights of or to such liens, on the Project through the above mention payment period. This waiver and release does not extend to any future claims or rights to a mechanic's or materialman's lien of the Contractor on account of labor, equipment or materials furnished or to be furnished by the undersigned on the Project after the payment periods or on account of any retanage withheld from this or prior payments to the Contractor

EXECUTED on this 27 day of June, 2012

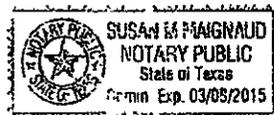
"Contractor"

Diamond Power Services

a \_\_\_\_\_

By Jessica Rodriguez  
Name: Jessica Rodriguez  
Title: Office Assistant

SUBSCRIBED AND SWORN TO BEFORE ME by Jessica Rodriguez on this the 27 day of June, 2012, to certify which witness my hand and seal of office



[Signature]  
Notary Public, State of Texas

F. Isotomas



**FINAL WAIVER OF LIEN RIGHTS & RELEASE OF LIENS**

STATE OF TEXAS                   §  
  §     KNOW ALL MEN BY THESE PRESENTS.  
COUNTY OF Harris           §

THE undersigned Contractor has entered into an agreement with CRAIN GROUP, L.L.C to furnish labor, equipment and/or material in connection with the construction of improvements on the real property titled San Leon Fire & EMS Station (the "Project") and owned by Galveston County (the "Owner").

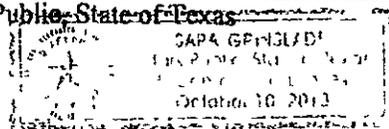
IN CONSIDERATION OF the sum paid by CRAIN GROUP, L.L.C. to or for the benefit of the Contractor, the receipt of which is hereby acknowledged, for all periods prior to, through and including May 25, 2012, (the "payment periods"), the undersigned Contractor hereby waives, relinquishes and releases any and all mechanic's or materialman's liens, and any and all claims or rights of or to such liens, on the Project to the extent of the aforesaid payment

EXECUTED on this 20<sup>th</sup> day of June, 2012.

"Contractor":  
Door Pro  
a Limited Partnership

By: [Signature]  
Name: Dean Fauser  
Title: Controller

SUBSCRIBED AND SWORN TO BEFORE ME by Dean Fauser, on this the 20<sup>th</sup> day of June, 2012, to certify which witness my hand and seal of office

[Signature]  
Notary Public - State of Texas  


Door Pro Fauser/Architect

PARTIAL WAIVER OF LIEN RIGHTS & RELEASE OF LIENS

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Harris

THE undersigned Contractor has entered into a subcontract with CRAIN GROUP, L.L.C. to furnish labor, equipment and/or material in connection with the construction of improvements on the real property titled San Leon Fire & EMS Station (the "Project") and owned by Galveston County (the "Owner").

IN CONSIDERATION OF the sum paid by CRAIN GROUP, L.L.C. to or for the benefit of the Contractor, the receipt of which is hereby acknowledged, through and including, May 22, 2012 (the "payment periods"), the undersigned Contractor hereby waives, relinquishes and releases any and all mechanic's or materialman's liens, and any and all claims or rights of or to such liens, on the Project through the above mention payment period. This waiver and release does not extend to any future claims or rights to a mechanic's or materialman's lien of the Contractor on account of labor, equipment or materials furnished or to be furnished by the undersigned on the Project after the payment periods or on account of any retainage withheld from this or prior payments to the Contractor.

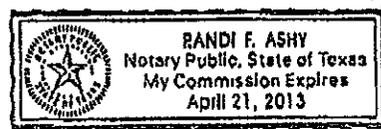
EXECUTED on this 24th day of June, 2012.

"Contractor":  
Old Spring Glass  
a sole proprietor

By: [Signature]  
Name: JAMES TALLEY  
Title: OWNER

SUBSCRIBED AND SWORN TO BEFORE ME by James Talley on this the day of 24th June, 2012 to certify which witness my hand and seal of office.

[Signature]  
Notary Public, State of Texas



Glass/Glazing

AGENDA

ITEM

#18b1

County Architect



**MEMO**

**Date**

Tuesday, July 24, 2012

**Addressed to:**

Commissioners' Court Agenda

Galveston County

**Items:**

Consider the following change order for Animal Resource Center.

Consider a Change Order to increase the contract sum by \$20,715 00  
Strommen Painting and Enterprises on the existing Galveston County Animal  
Resource Center.

Dudley Anderson, County Architect



**Galveston County**  
**722 Moody Ave Galveston TX 77550**

**Change Order to the Agreement Between Galveston County and the Trade Contractor**

**02**

Project. . . . . Painting @ Animal Resource Center 09-016  
Proposal Number . . . . . **B101046**  
PO Number . . . . . **C102474**  
Date: . . . . . July 13, 2012

Trade Contractor: Strommen Painting and Enterprises, Inc.  
5804 Ave S 1/2  
Galveston, Texas 77551

Attn Chris Strommen, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement.

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

**Description of Work:**

<u>Contingency Allowance.</u>		<b>\$2,596.00</b>
1	AEA # 1 issued . . . . . Cost	<b>\$1,635.00</b>
2	Balance . . . . .	<b>\$961.00</b>

**ADDITIONAL WORK REQUESTED**

3	Paint renovated existing facility . . . . .	<b>\$20,715.00</b>
4	Sub-total Additional work . . . . .	<b>\$20,715.00</b>

W\Architecture\0 PROJECTS\09-016 - Animal Resource Center\AP-fees-invoices-expenses\Construction\Strommen\Change Orders\Change Order 01.doc

**Notes:**

This Change Order reduces the balance of the Contingency Allowance to \$0.00.

Original Contract Sum	\$54,510 00
Authorized Changes Prior to this Change Order	\$0.00
Contract Sum Prior to this Change Order	\$54,510 00
Contract Sum will be increased by this Change Order	\$20,715 00
Contract Sum	\$75,225.00

*James K. Lucason*  
J. Dudley Anderson, County Architect  
Architect

7/17/2012

DATE

*Chris B. Strommen*

7/18/12

Strommen Painting and Enterprises, Inc  
Trade Contractor

DATE

*Larry Brown*  
Ardent Construction LLC, Larry Brown  
Construction Manager Agent

7/27/12

DATE

*Mark Henry*  
Mark Henry, County Judge  
Galveston County

7/24/12  
DATE

# STROMMEN PAINTING ENTERPRISES, INC

P.O. Box 16737 Galveston, Texas 77552 409-744-2332 Office - 409-739-8177 Cell

## PROPOSAL

November 1, 2011

Ardent Construction  
133 N. Friendswood Dr. #300  
Friendswood, Texas 77546

RE. Old Animal Shelter -- Interior and Exterior

We submit the following bid on labor and material:

Interior -- prime all walls with Zinsser bins primer, latex enamel on ceilings, and walls, epoxy paint on kennel walls. Twelve metal door frames to paint ----Interior price is \$12,267.00

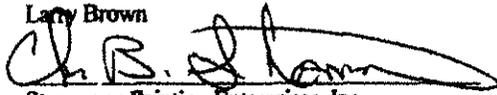
Exterior -- water blasted then two coats of Elastomeric coating applied to stucco. Trim to be primed and two coats of Glidden professional. ----- Exterior price is \$ 9,409.00

Total labor and materials: **TWENTYONE THOUSAND SIXHUNDRED SEVENTYSIX DOLLARS AND NO/100 (\$21,676.00)**

Payments to be made as follow: Upon draw request

Thanks you for the opportunity to quote this requirement and should you have any questions, please feel free to contact our office anytime. Our company has been serving Galveston County for over 30 years, we are fully covered by all necessary insurance and a certificate of insurance will be provided upon request. We look forward doing business with you. If this proposal is accepted, please sign below and return for our files.

\_\_\_\_\_  
Ardent Construction  
Larry Brown

  
Strommen Painting Enterprises, Inc.  
Chris Strommen

\_\_\_\_\_  
Date

10/1/11  
\_\_\_\_\_  
Date

**THIS PRICE DOES NOT INCLUDE SALES TAX IF APPLICABLE**

# Ardent Construction, LLC

133 N. Friendswood Drive #300 • Friendswood, TX 77546

## Allowance Expenditure Authorization

Galveston County Animal Resource Center

Trade Contractor: Strommen Painting Enterprises, Inc.

PO#: C1012474

Date: 10/20/11

Authorization Number: 1

To: Strommen Painting

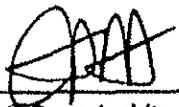
Attn: Chris Strommen

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below.  
This is not a change order and does not increase nor decrease the Contract Time and/or Amount

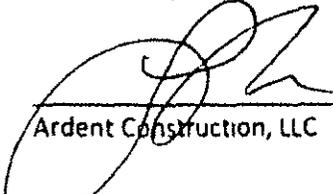
### Description of Work:

- |                          |        |
|--------------------------|--------|
| 1. Paint Lobby Ceiling   | \$ 985 |
| 2. Paint covered walkway | \$ 650 |

Original Allowance Sum	\$	2596
Allowance Expenditures Prior to this Authorization	\$	0
Allowance Balance Prior to this Authorization	\$	2596
Allowance Sum will be <i>decreased</i> by this Authorization	\$	1635
Allowance Balance	\$	961

  
Jackson & Ryan Architects

10/20/11  
Date

  
Ardent Construction, LLC

10/20/11  
Date

  
O C Unbehagen, Galveston County

10/20/11  
Date

# Strommen Painting Enterprises, Inc

P O Box 16737 Galveston, Texas 77582 409-744-2332 Office - 409-739-5177 Cell

## PROPOSAL

June 2, 2011

Ardent Construction, LLC  
133 N. Friendswood Drive #300  
Friendswood, Texas 77546

Re: Animal Resource Center

We submit the following bid on labor and materials:

Apply two coats of direct to metal paint to lobby ceiling.

Total of labor and material: NINE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$985.00).

Payments to be made as follow: Draw Request

Thanks you for the opportunity to quote this requirement and should you have any questions, please feel free to contact our office anytime. Our company has been serving Galveston County for over 30 years, we are fully covered by all necessary insurance and a certificate of insurance will be provided upon request. We look forward doing business with you. If this proposal is accepted, please sign below and return for our files.

\_\_\_\_\_  
Ardent, LLC  
Larry Brown

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Strommen  
Strommen Painting Enterprises, Inc.  
Chris Strommen

\_\_\_\_\_  
6/1/2011  
Date

**THIS PRICE DOES NOT INCLUDE SALES TAX IF APPLICABLE**

Residential

Commercial

Industrial

# STROMMEN PAINTING ENTERPRISES, INC

P.O. Box 16737 Galveston, Texas 77552 409-744-2332 Office - 409-738-6177 Cell

## PROPOSAL

July 28, 2011

Ardent Construction  
133 N. Friendswood Dr. #300  
Friendswood, Texas 77546

OK

RE. PAINT NEW COVERED WALK WAYS

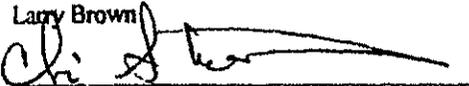
We submit the following bid on labor and material:

Prime and paint new covered walk ways in between buildings

Total labor and materials: SIX HUNDRED FIFTY DOLLARS AND NO/100 \$650.00

Payments to be made as follow: Upon draw request

Thanks you for the opportunity to quote this requirement and should you have any questions, please feel free to contact our office anytime. Our company has been serving Galveston County for over 30 years, we are fully covered by all necessary insurance and a certificate of insurance will be provided upon request. We look forward doing business with you. If this proposal is accepted, please sign below and return for our files.

\_\_\_\_\_  
Ardent Construction  
Larry Brown  
  
\_\_\_\_\_  
Strommen Painting Enterprises, Inc.  
Chris Strommen

\_\_\_\_\_  
Date  
7/15/11  
\_\_\_\_\_  
Date

THIS PRICE DOES NOT INCLUDE SALES TAX IF APPLICABLE

AGENDA

ITEM

#18c1

County Architect



**MEMO**

**Date**

. Tuesday, July 24, 2012

**Addressed to:**

Commissioners' Court Agenda

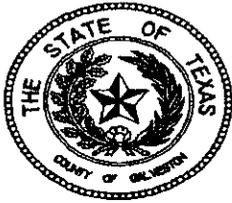
Galveston County

**Items:**

Consider the following contracts

Consideration of acceptance of a contract for Architectural Coordination for various projects related to renovation of the Galveston County Old Courthouse and Old Jail FEMA projects

Dudley Anderson, County Architect



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

Date of Request:	6/20/12	Department:	NEW CONSTRUCTION / FACILITIES				
Renewal Contract:		Orgkey:	2994 299522	Object Code:	5481000		
Contract Start Date:	6/26/12	Vendor:	MICHAEL STEFFEY				
Contract End Date:	12/31/12	Vendor No	712009	Contract No:			
Description:	ARCHITECT SERVICES						
Contract # Issued By Purchasing:	CM12160			Requested Legal Review:	Yes _____ No _____		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Disaster Recovery-1ke	2994	\$977,579					
Totals:							
Total Cost:	\$17,000.00						

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Department Head: James L. Anderson 6/20/2012

Purchasing Agent: 6-21-2012

County Legal: \_\_\_\_\_

Contract listed in Budget Documentation (Yes/No)

County Budget Office: DMG 6/20/2012

W. Michael Steffey, Architect  
129 Tejas trail  
Grapeland, Texas 75844

June 19, 2012

Mark Henry, County Judge  
Galveston County  
722 Moody Ave.  
Galveston, Texas 77550

Re: Various projects related to renovations of the Old North Jail and Courthouse Annex complex at 722 Moody.

Judge Henry,

W. Michael Steffey, Architect is pleased to provide you with this proposal for architectural construction document coordination services for the above referenced projects.

#### Scope of Project

Large portions of the project were designed by Jacobs/Carter Burgess with sealed drawings delivered for construction. These drawings need to be modified for newer accessibility codes and coordinated with complete specifications. The portions of those drawings that are revised will be identified and sealed by either W Michael Steffey or J. Dudley Anderson to complete the work

The projects include renovation of storm damage and other remodeling to the existing old North Jail, Courthouse Annex, and old South Jail that are unoccupied at Galveston County's 722 Moody campus.

#### Scope of Services

W. Michael Steffey will assist the County Architect with schematic design and production of all architectural construction documents including schedules, plans, elevations, sections, and details He will also coordinate the mechanical, electric, and plumbing engineering design for the complex.

W. Michael Steffey will provide edits to the drawings for a third party drawing service to complete

Compensation

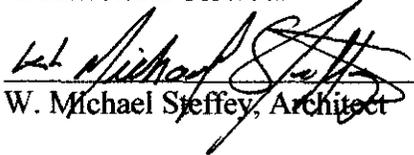
Each portion of the project has a separate funding source and the work will be apportioned according to the following table.

<b>Records Storage upper floors Galveston Co. Old Jail</b>	<b>\$3,000 00</b>
<b>FEMA PW 15061 - Galveston Co. Old Jail</b>	<b>\$5,000.00</b>
<b>FEMA PW 15061 - Galveston Co. Old Courthouse Annex</b>	<b>\$5,000.00</b>
<b>Galveston Co. Old Courthouse Annex - Second Floor</b>	<b>\$2,000.00</b>
<b>FEMA PW 14465 - Hydraulic Elevator in the Galveston County Courthouse North Jail (5 stop)</b>	<b>\$667 00</b>
<b>FEMA PW 14498 - Hydraulic Elevator in the Galveston County Courthouse Annex (2 stop)</b>	<b>\$667.00</b>
<b>FEMA PW 14499 - Hydraulic Elevators in the Galveston County Courthouse Jail - Parking Garage</b>	<b>\$666.00</b>
<b>Total Fee</b>	<b>\$17,000 00</b>

Execution

This agreement shall not become effective until executed by all parties hereto

Architectural Services

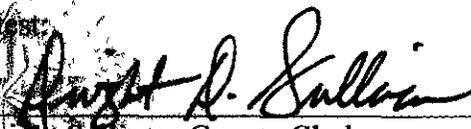
  
W. Michael Steffey, Architect

6/19/12  
Date of execution

Galveston County

  
Mark Henry, County Judge

7/24/12  
Date of execution

  
  
Dwight D. Sullivan, County Clerk

7/24/12  
Date of execution

AGENDA

ITEM

#18c2

County Architect



**MEMO**

**Date**

Tuesday, July 24, 2012

**Addressed to:**

Commissioners' Court Agenda

Galveston County

**Items:**

Consider the following contracts.

Consideration of acceptance of a contract for Architectural Production for various projects related to renovation of the Galveston County old Courthouse and Old Jail FEMA projects

Dudley Anderson, County Architect



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

Date of Request:	6/20/12	Department:	NEW CONSTRUCTION/FACILITIES				
Renewal Contract:		Orgkey:	2994 299522	Object Code:	5481000		
Contract Start Date:	6/20/12	Vendor:	CURRIE BUILDING DESIGN				
Contract End Date:	12/31/12	Vendor No:	711407	Contract No:			
Description:	PRODUCTION OF ALL ARCHITECTURAL CONSTRUCTION						
Contract # Issued By Purchasing:	CM12161			Requested Legal Review:	Yes _____ No _____		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Disaster Recovery Ike	2994	\$877,579					
Totals		-	-	-	-	-	-
Total Cost:	\$12,500. <sup>00</sup>						

done  
MEU1

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Department Head: Vanessa D. Anderson 6/20/2012

Purchasing Agent: 6-21-2012 [Signature]

County Legal: \_\_\_\_\_

Contract listed in Budget Documentation (Yes/No)

County Budget Office: [Signature] 6/21/12



Currie Building Design

June 19,2012

Mark Henry, County Judge  
Galveston County  
722 Moody Ave.  
Galveston, Texas 77550

Re: Various projects related to renovations of the Old North Jail and Courthouse Annex complex at 722 Moody

Judge Henry,

Currie Building Design is pleased to provide you with this proposal for architectural construction document coordination services for the above referenced projects.

#### Scope of Project

Large portions of the project were designed by Jacobs/Carter Burgess with sealed drawings delivered for construction. These drawings need to be modified for newer accessibility codes and coordinated with complete specifications. The portions of those drawings that are revised will be identified and sealed by either W Michael Steffey or J Dudley Anderson to complete the work.

The projects include renovation of storm damage and other remodeling to the existing old North Jail, Courthouse Annex, and old South Jail that are unoccupied at Galveston County's 722 Moody campus.

#### Scope of Services

Currie Building Design will work closely with the County Architect and W. Michael Steffey, Architect in the production of all architectural construction documents including schedules, plans, elevations, sections, and details. Currie Building Design may also coordinate with the mechanical, electric, and plumbing engineering design for the complex under a separate agreement with the Engineer of record.

Compensation

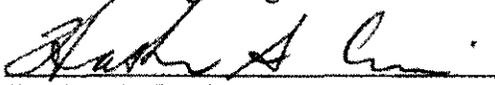
Each portion of the project has a separate funding source and the work will be apportioned as per the following table.

Records Storage - Upper floors Galveston Co Old Jail	\$2,250.00
FEMA PW 15061 - Galveston Co Old Jail	\$3,500.00
FEMA PW 15061 - Galveston Co. Old Courthouse Annex	\$2,250.00
Galveston Co. Old Courthouse Annex - Second Floor	\$2,250.00
FEMA PW 14465 - Hydraulic Elevator in the Galveston County Courthouse North Jail (5 stop)	\$750.00
FEMA PW 14498 - Hydraulic Elevator in the Galveston County Courthouse Annex (2 stop)	\$750.00
FEMA PW 14499 - Hydraulic Elevators in the Galveston County Courthouse Jail - Parking Garage	\$750.00
<b>Total Fee</b>	<b>\$12,500.00</b>

Execution

This agreement shall not become effective until executed by all parties hereto

Currie Building Design

  
Heather A. Currie

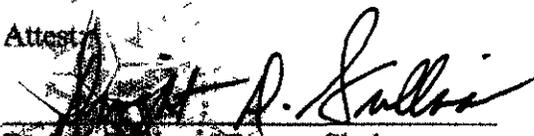
6/19/2012  
Date of execution

Galveston County

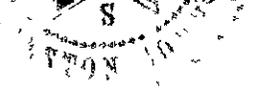
  
Mark Henry, County Judge

7/24/12  
Date of execution

Attest:

  
Dwight Sullivan, County Clerk

7/24/12  
Date of execution



AGENDA

ITEM

#18c3

County Architect



**MEMO**

**Date**

Tuesday, July 24, 2012

**Addressed to:**

Commissioners' Court Agenda

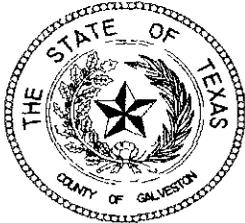
Galveston County

**Items:**

Consider the following contracts.

Consideration of acceptance of a contract for Construction Manager Agent services for renovations to the Earl Llewellyn Building

Dudley Anderson, County Architect



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

Date of Request:	7/24/12	Department	County Architect				
Renewal Contract		Orgkey:	2994 299521	Object Code:	5481000		
Contract Start Date	7/29/12	Vendor:	RLN Industries				
Contract End Date	3/2012	Vendor No	711000	Contract No			
Description:	Construction Manager Agent services for Llewellyn						
Contract # Issued By Purchasing		CMI2193		Requested Legal Review		Yes/No _____	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
Hurricane Ike	2994	499,950					
Disaster Recovery Fund							
Totals		-	-	-	-	-	-
Total Cost:							

Approved By	Date	Signature
Department Head	7/13/2012	James D Anderson
Purchasing Agent:	7/13/2012	[Signature]
County Legal:	7/16/2012	Stacy Rozman
County Budget Office:		[Signature] 7/13/2012

Form Number

\* Repair to Llewellyn funded by insurance & 90/10 split w/ FEMA & Galveston County

# AIA<sup>®</sup> Document B801<sup>™</sup>CMA - 1992

## Standard Form of Agreement Between Owner and Construction Manager

where the Construction Manager is NOT a Constructor

AGREEMENT made as of the **29** day of **June** in the year of **2012**  
(In words, indicate day, month and year)

BETWEEN the Owner  
(Name and address)

**Galveston County**  
**722 Moody Avenue**  
**Galveston, Texas 77550**

and the Construction Manager  
(Name and address)

**RLN Industries, Inc.**  
**7513 FM 2004**  
**Hitchcock, Texas 77563**

for the following Project  
(Include detailed description of Project, location, address and scope)

**Renovations to the Earl Llewellyn Building**  
**826 Moody**  
**Galveston, Texas 77550**

The preliminary construction budget for the construction (including general conditions/Construction Manager's fees) is: **\$540,000.00**

The Architect is  
(Name and address)

**James D. Anderson**  
**Galveston County Architect**  
**722 Moody**  
**Galveston, TX 77550**

The Owner and Construction Manager agree as set forth below

### ADDITIONS AND DELETIONS

The author of this document has a wide information base for the completion of this document. The author may not be able to use the text of the original AIA standard form in all cases. The author reports that no additional information as well as revisions to the standard form exist as a result of the author's update retrieved.

This document has been prepared by the author in consultation with an attorney as required with respect to its completion or modification.

This document is intended to be used in conjunction with the 1992 AIA Document B801-CMA, and B801-CMA and B801-CMA.

### ELECTRONIC COPYING

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**ARTICLE 1 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

**§ 1.1 CONSTRUCTION MANAGER'S SERVICES**

§ 1.1.1 The Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 14

§ 1.1.2 The Construction Manager's services shall be provided in conjunction with the services of an Architect as described in the edition of AIA Document B141/CMA, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement

§ 1.1.3 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner

§ 1.1.4 The services covered by this Agreement are subject to the time limitations contained in Section 13.5.1

§ 1.1.5 The "Project Team" shall include the Owner (represented by the County architect, its Construction Manager, its Facilities Manager, its Prevailing Wage Monitor), the Construction Manager, the Architect (together with its consultants and engineering consultant, Trade Contractors (as defined in Article 14 of this Agreement) along with their Subcontractors and Suppliers

§ 1.1.6 The Construction Manager shall provide leadership to the Project Team in all matters related to construction

**ARTICLE 2 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**

**§ 2.1 DEFINITION**

§ 2.1.1 The Construction Manager's Basic Services consist of those described in Sections 2.2 and 2.3 and any other services identified in Article 14 as part of Basic Services

**§ 2.2 PRE-CONSTRUCTION PHASE**

§ 2.2.1 The Construction Manager shall review the program furnished by the Owner (and drafted by the Architect) to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner

§ 2.2.2 The Construction Manager will prepare one preliminary budget estimate at seventy-five percent (75%) of the completion of the design drawings. If the project is cancelled and the Owner terminates Construction Manager's right to proceed prior to the completion of the budget estimate then Construction Manager will cease services as described elsewhere, but will be entitled to pro rata compensation for services performed prior to termination. This additional costs will be waived if construction of the Project proceeds

§ 2.2.3 The Construction Manager shall provide a preliminary evaluation of the Owner's program schedule and construction budget requirements, each in terms of the other

*(paragraph deleted)*

§ 2.2.4 Based on early schematic designs and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Construction Manager shall provide cost evaluations of alternative materials and systems

§ 2.2.5 The Construction Manager shall participate in project design review meetings with the Owner and the Architect. The Construction Manager shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction claim avoidance and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies. The Construction Manager shall also actively participate in the review of design documents and make recommendations concerning area of conflict, omission, and/or overlap in the work to be performed by the various trade Contractors. These reviews and recommendations shall be provided

throughout the design phase and on each of the intervals identified in paragraph 2.2.7.1. The Construction Manager shall have no responsibility for the sufficiency of the plans and specifications for their intended purpose.

**§ 2.2.5.1** The Construction Manager shall monitor the design and when issues arise, shall take the lead in resolving design issues with the Architect (with final approval by the Owner). Provided, however, that the construction Manager will not assume any design responsibility. The Construction Manager will provide the Owner with monthly status reports, shall include (without limitation) updates of Master Project Schedule, Master Project Budget, milestone status, work-in-place, monthly cost status, quality report, manpower report, and preview of next month's activities. The Construction Manager will attend scheduled design meetings as appropriate.

**§ 2.2.6** The Construction Manager shall prepare and periodically update a Critical Path Method (CPM) Project Schedule for the Architect's review and the Owner's acceptance. The CPM Project Schedule shall incorporate the Architect's schedule as well as the input of Trade Contractors to the Schedule. The CPM Project schedule shall be the Master Project Schedule and shall include all key milestones for the Project. The Construction Manager shall obtain the architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Master Schedule, the construction Manager shall coordinate and integrate the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

**§ 2.2.7** As the Architect progress with the preparation of the Design Development and Construction documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

**§ 2.2.7.1** These updates will be performed throughout the pre-construction phase with estimating and constructability reports made at at least at 75% Construction Documents stage. In each case the Construction Manager's report shall include all costs in the Master Project Budget, as well as other costs that the Owner may wish the Construction Manager to include. The Construction Manager shall advise the Owner and Architect in each update (and periodically between updates) if the design is within the availability of funds identified by the Owner, and shall recommend corrective action if it is not. The Construction Manager's estimate shall be furnished to the Architect and to the Owner within twenty-one (21) days of issuance of drawings for the phases identified above.

**§ 2.2.7.2** The Construction Manager shall advise the Owner concerning local bidding climate and shall make recommendations to the Owner to take advantage of market conditions.

**§ 2.2.7.3** The Construction Manager shall recommend bidding or proposal alternatives to the Owner to assist in keeping the project within budget and help the Owner to maximize the program it receives for its money.

**§ 2.2.7.4** The Construction Manager shall establish cost control and financial systems providing budget analysis, forecasts and financial and cost accounting records, and shall provide to the owner spreadsheet type schedules for budgets, allocations, modifications, payments, forecasts of cost to complete and forecasts of potential and actual overruns and underruns. The Construction Manager shall update this cost report monthly throughout the design and construction phases of the project.

**§ 2.2.7.5** The Master budget shall contain a separate identified contingency factor that shall be for the discretionary use of the Construction Manager without the necessity of a change order and without constituting a change in the project. The Construction Manager may use this Construction Contingency to cure or correct project problems or deficiencies, cost incurred in the project from omissions or gaps in a trade contract or refinement of details of the design within the scope of standards, quality and quantities which are reasonably inferable from the Construction documents, to correct minor defects not related to design, delays and received materials, corrections and the work, provided the Construction Manager has exhausted all reasonable means to obtain corrections from the responsible Trade Contractor. All issues of the Construction Contingency shall be documented by the Construction Manager and approved by the Owner's representative.

**§ 2.2.8** The Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

**§ 2.2 9** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

**§ 2.2 10** The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

**§ 2.2 11** The Construction Manager shall (without assuming responsibility for design) advise on the division of the Project into individual trade contracts ("Trade Contracts") for various categories of work ("Work" or "Scope of Work"), and shall prepare the Scopes of Work for the trade contracts, including the method to be used for selecting trade contractors ("Trade Contractors") and awarding Trade Contracts pursuant to Texas law applicable to the Owner and utilizing the services of the Owner Purchasing Agent. If multiple Trade Contracts are to be awarded, the Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the Scope of Work of the Trade Contractors are coordinated, (2) all requirements for the Project have been included in the Scope of Work and assigned to the appropriate Trade Contract (and not duplicated in multiple contracts), (3) the likelihood of work stoppages or jurisdictional disputes has been minimized, (4) proper coordination has been provided for phased construction, taking into account such factors as time of performance, availability of labor, overlapping trade jurisdiction, and provisions for temporary facilities, and (5) such other considerations as the Owner may reasonably desire are addressed.

**§2.2 11.1** The Construction Manager shall provide value engineering services to define the most cost-effective design for the purposes and conditions of the project. The Construction Manager shall also draw the Project Team's attention to design concepts and details that might increase the project's cost or lengthen the construction time.

**§2.2 11.2** The Construction Manager shall assist the Owner in other pre-bid/proposal activities, including making recommendations to the Owner for prequalification or specialty or other trade contractors and conducting and/or participating in pre-bid meetings.

**§ 2.2 12** The Construction Manager shall prepare and update the Master Project Schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Master Project Schedule for each set of bidding documents.

**§2.2.12.1** The Construction Manager shall expedite and coordinate the ordering and delivery of materials requiring long lead time.

**§ 2.2 13** The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the project. The Construction Manager shall coordinate the work of these service providers on behalf of the Owner as the Owner's agent. The Owner, not Construction Manager, shall retain independent, third-party testing laboratories and consultants.

**§ 2.2.14** The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

**§ 2.2.15** The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs and prevailing wage programs designed to meet the criteria set forth in the Texas government Code, Chapter 2258 for inclusion in the Contract Documents.

**§ 2.2 16** Following the Owner's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of Construction Cost within ten (10) days and shall also update the Master Project Schedule for the Architect's review and the Owner's approval.

**§ 2.2 17** The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

**§ 2.2.18** The Construction Manager shall develop bidders' interest in the Project and among potential Trade Contractors and shall establish schedules for advertising and receiving proposals. The Construction Manager shall endeavor to elicit participation in the bid process from local trade contractors and suppliers. The Construction Manager shall make recommendations on timing of proposal receipt to optimize competition and minimize proposal prices when possible. The Construction Manager with the assistance of the Architect and the Owner and the Owner Purchasing Agent, shall prepare the request for proposals (in accordance with laws applicable to Texas counties). The Construction Manager shall initially create the form of request for proposals and pre-qualification criteria for trade contractors and suppliers, but the Owner shall have the final authority in their drafting. The Construction Manager shall assist the Owner in issuing requests for proposals to proposers and conducting Pre-bid conferences with prospective proposers. The Construction Manager shall obtain at least three (3) qualified bids. The Architect shall be named the party to receive questions from proposers and in the event of such questions, shall involve the Construction Manager, the Owner Purchasing Agent and the Owner Team as necessary and shall keep them informed. The Architect shall also prepare (or coordinate preparation of) any required agenda and assist the Owner's Purchasing Agent in issuing such addenda.

**§ 2.2.19** The Construction Manager shall assist the Owner Purchasing Agent in the receipt of proposals, and shall prepare proposal analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of proposals consistent with the evaluation criteria and laws applicable to Texas counties. To the extent that the Owner uses competitive sealed proposals, the Construction Manager shall, if requested by the Owner, and with the Owner's assistance, develop evaluation criteria for proposal packages and/or shall participate in the evaluation of proposals and selection of the Trade Contractors in a manner consistent with the evaluation criteria.

**§ 2.2.20** The Construction Manager shall, with assistance from the Owner, prepare Construction Contracts for the Trade Contractors and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Trade Contractors. The form of the trade contract including contractual language, general and supplementary conditions, and the proposal form shall be satisfactory to the Construction Manager and the Owner. The form of the Trade Contracts shall provide that certain obligations and duties of the Owner are delegable to the Construction Manager, and they shall further provide that the same are re-delegable back to the Owner in the event Construction Manager is terminated.

**§ 2.2.21** The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with obtaining approvals of governmental authorities having jurisdiction over the Project.

**§ 2.2.22** The Construction Manager shall advise the Architect during design of requirements for general condition items, construction worker parking, lay down and storage areas for equipment and materials, and construction traffic flows.

**§ 2.2.23** The Construction Manager shall provide all services under section 2.2 of this agreement in a timely and professional manner, so as to allow the Owner to maintain its preconstruction and construction schedules as specified by the Owner.

### **§ 2.3 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**§ 2.3.1** The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is due.

**§ 2.3.1.1** The Project Team will use multiple and concurrent construction Trade Contractors under separate Trade Contracts to perform all construction work. The Owner intends to select the Trade Contractors by competitive sealed proposals for the most part. Promptly after selecting the Trade Contractors, the Owner will delegate obligations and duties it has in the Trade Contracts to the Construction Manager to enable the Construction Manager to perform the responsibilities that are set forth in this agreement. On behalf of the Owner, the Construction Manager shall manage the Work of the Trade Contractors and coordinate the Work with the activities and responsibilities of the Owner.

Architect, and Construction Manager to complete the project within his construction budget and date of substantial completion

**§2.3.1.2** The Construction Manager shall establish office space for a field office with telephone, furniture, computers, copier, fax, communication equipment, survey equipment, general software, and such other equipment and associated supplies for the office to function for the Construction Manager's field staff as well as conferences. Space is available in the Llewellyn Building for this purpose

**§2.3.1.3** The Construction Manager shall maintain a competent full-time Superintendent at the project site to coordinate and manage the Work and progress of the Trade Contractors. If the Owner reasonably objects to any staff of the Construction Manager, the Construction Manager shall remove that person and hire another in his/her place

**§2.3.1.4** The Construction Manager shall report regularly and as requested to the Owner and shall furnish the Owner and Architect with minutes of weekly site project meetings

**§ 2.3.2** The Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the edition of, Owner's General Conditions of the contracts for the construction of the Project, , current as of the date of this Agreement

**§2.3.2.1** The Construction Manager shall submit to the Owner a written quality control plan complete with signoffs. The Construction Manager shall enforce such plan and its standards to ensure compliance by Trade Contractors

**§ 2.3.3** The Construction Manager shall provide administrative, supervision, management and related services to coordinate scheduled activities, work, and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect to endeavor to manage the Project through its completion in accordance with the latest approved estimate of Construction Cost, the Master Project Schedule and the Contract Documents

**§ 2.3.4** The Construction Manager shall schedule and conduct regular construction meetings (and such other meetings as necessary or as requested by the Owner including a detailed pre-construction meeting with major Trade Contractors prior to starting work) to discuss such matters as procedures, progress and scheduling and to minimize potential problems and to expedite communications and the flow of information (including shop drawings, submittals, and information regarding potential or actual changes). The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Trade Contractors. The Construction Manager shall conduct periodic meetings with the Owner's representative and the Architect to review issues related to the Project, including, but not limited to, construction progress, scheduling, budgets and accounting, design, submittals, RFIs, and conflict resolution

**§ 2.3.5** Based on the Master Project Schedule provided to the Trade Contractors during the bid or proposal phase, the Construction Manager shall solicit input from the Trade Contractors in order to update the Master Project Schedule and to incorporate the activities of the Trade Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Master Project Schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Master Project Schedule as required to show current conditions. If an update indicates that the previously approved Master Project Schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect

**§2.3.5.1** The Construction Manager shall identify potential variances between Master Project Schedule and probable completion dates, review the schedule for Work not started or incomplete and recommended to the Owner, and direct to the Trade Contractors adjustments in the schedule to meet the completion date. The Construction Manager shall provide summary reports for each adjustment and document all changes in the schedule and make such documents available to the Owner in both paper and electronic formats

**§ 2.3.6** Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work

§ 2.3.7 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Trade Contractors. The Construction Manager shall determine the adequacy of Trade Contractors' progress, personnel and equipment and the availability of materials and supplies to meet the Master Project Schedule. When requirements of a Trade Contract are not being met (or appear that they may not be met), the Construction Manager shall develop courses of action to correct the situation and shall implement them, including, as necessary, recommending courses of action to the Owner.

§ 2.3.8 The Construction Manager shall monitor the approved estimate of Construction Cost. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

§ 2.3.9 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

§ 2.3.10 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 2.3.11 The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. This shall include requiring each Trade Contractor to prepare and to update schedules of values in sufficient detail to track accurately the progress of construction in the value of materials and equipment delivered.

§ 2.3.11.1 Based on the Construction Manager's observations and evaluations of each Trade Contractor's Application for Payment, the Construction Manager shall review Trade Contractors' payment applications and certify the amounts due the respective Contractors.

§ 2.3.11.2 The Construction Manager shall develop a process for review of Trade Contractors' applications for payment, including, if the Owner desires, preparing a Project Application for Payment based on the Contractors' Certificates for Payment. The Construction Manager shall help the Owner expedite payments to Trade Contractors.

§ 2.3.11.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Section 2.3.13 and on the data comprising the Contractors' Applications for Payment, that the Work has progressed to the point indicated and that to the best of the Construction Manager's knowledge, information and belief the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 2.3.11.4 The issuance of a Certificate for Payment shall be a representation to the best of Construction Manager's information and belief that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Trade Contractor's Work, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Trade Contractor's right to payment or (4) ascertained that the Trade Contract has used money previously paid on account of the Contract Sum to fund its subcontractors and supplier for their amounts due. Based on these representations by the Construction Manager, the Owner shall pay Trade Contractors. Construction Manager shall also prepare for the Owner's approval release forms in monthly certifications for Trade Contractor signature, and shall collect such signed documents from Trade contractor's monthly and maintain these records.

§ 2.3.12 The Construction Manager shall prepare a project-specific site safety program, and shall require the Trade Contractors to provide safety programs for their Work. The Construction Manager shall review the safety programs developed by each of the Trade Contractors for purposes of coordinating the safety programs with those of the other Trade Contractors. The Construction Manager shall review the Work periodically to determine if Trade Contractors are following these plans and good safety practices. Construction Manager's Work in this regard shall not relieve the state and local statutes, rules, regulations and orders applicable to the conduct of the Work. The Construction

Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Trade Contractors' ,subcontractors, agents or employees of the Trade Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager

§ 2.3.13 The Construction Manager shall monitor the Work of the Trade Contractors to determine that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. The Construction Manager's monitoring shall include monitoring of Work that will be concealed in order that such Work may be verified as in accordance with the Contract Documents before being covered up or concealed. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents.

§ 2.3.14 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Master Project Schedule.

§ 2.3.15 With respect to each Trade Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Trade Contractors, since these are solely the Trade Contractor's responsibility under the Trade Contracts for Construction. The Construction Manager shall not have control over or charge of acts or omissions of the Trade Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager. The Construction Manager is responsible for overall management, coordination and scheduling of the Trade Contractors such that they produce their Work according to the Drawings and Specifications and their respective Trade Contracts.

§ 2.3.16 The Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise. Questions shall be submitted as soon as they arise, and in all cases possible questions and proposed resolutions should be submitted to the Architect no later than 7 days before a decision is needed for resolution for implementation.

§ 2.3.17 The Construction Manager shall review requests for changes, assist in negotiating Trade Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

§2.3.17.1 The Construction Manager shall review and verify the reasonableness of pricing of any changed Work and shall assist the Owner in obtaining any changed Work in the most economical manner.

§2.3.17.2 The Construction Manager shall track all changes and all items that have the potential to become changes and/or delays and shall keep the Owner informed of potential cost and/or time impacts of each changes and shall also assist the Owner with resolution of such issues in order that they may have the least possible impact on the Project's schedule and budget.

§ 2.3.18 The Construction Manager shall assist the Architect in the review, evaluation and documentation of Claims.

§ 2.3.19 The Construction Manager shall receive certificates of insurance from the Trade Contractors and forward them to the Owner with a copy to the Architect.

§ 2.3.20 The Construction Manager shall develop (in coordination with the Architect and Owner) and administer a system (or systems) for reviewing and tracking Shop Drawings, Product Data and Samples. The system shall include a schedule for submission and review of these items in order to allow tracking of this process to prevent it from delaying construction of the Project in an orderly sequence as planned. The Construction Manager shall report the status of the submission and review of these items to the architect and the Owner on a regular basis and as requested by the Owner.

**§2.3.20.1** The Construction Manager shall review shop drawings, product data, and samples as they are presented for their compliance with the Contract Documents and shall coordinate information contained in related documents or from different Trade Contractors. The Construction Manager shall not forward this information to the architect or Owner until the Construction Manager is satisfied that the information meets the requirements of the contract Documents (or that some clarification or issue requires action by the Architect or Owner)

**§2.3.20.2** If the construction Manager believes that shop drawings, product data or samples require clarification, information, or action by the Owner or Architect, or that a substitution requires review by the Architect and/or Owner, the Construction Manager shall forward the matter to the Architect and/or Owner and shall communicate to the Architect and/or Owner's attention the matter that requires their review or action. The Construction Manager shall also include its recommendation on the matter.

**§2.3.20.3** The Construction Manager shall review all mix design and soils and other testing reports, and shall keep these on-site and use them to ensure that all Work conforms to approved samples or submittals.

**§2.3.20.4** The construction Manager shall develop (in coordination with the Architect and Owner) and administer a system (or systems) for reviewing and tracking requests for information ("RFI's"). The construction Manager shall report the status of RFI's to the Architect and the Owner on a regular basis and as requested by the Owner.

**§2.3.20.5** The Construction Manager shall review RFI's and attempt to resolve them if possible without the need for involvement by others. If the issue cannot be resolved in this manner or further information is needed, the Construction Manager shall forward the RFI to the Architect for further information and to the Owner for their information and/or necessary action. The Construction Manager shall exercise its best efforts to process Owner's and Architect's replies so that they do not delay the project. If the Construction Manager believes that the Owner and Architect's replies may delay Work on the Project, the Construction Manager shall immediately notify the Architect and Owner of this concern and shall recommend action to prevent delay from occurring.

**§2.3.21** The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect including information on each Trade Contractor and each Trade Contractor's Work, as well as the entire Project, showing percentages of completion. The Construction Manager shall keep a daily log containing a record of weather, each Trade Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

**§2.3.21.1** The Construction Manager shall also require the Trade Contractors to prepare reports daily showing the work that they performed, their number of workers, equipment on site, problems encountered, and other relevant data the construction manager or owner may require. The Construction Manager shall furnish the Owner with copies of these daily reports by Trade Contractors.

**§2.3.21.2** The construction Manager shall keep a weekly photographic record of the project and progress, including a record of the Work that is currently on the project's critical path and including installation of Work that will keep the building interior dry and make this available to the owner at the owner's request.

**§2.3.22** The Construction Manager shall maintain at the Project site for the Owner one record copy of all project related documents, including, but not limited to, Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked (red-lined weekly by the Construction Manager to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner. It is Construction Manager's duty to ensure that Drawings are updated and maintained with current as-built conditions on behalf of the Owner.

**§2.3.23** The Construction Manager shall coordinate the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

§ 2.3.24 The Construction Manager shall direct the checkout of utilities, operations systems and equipment and readiness and assist in their initial startup and testing by the Trade Contractors. The Construction Manager shall manage (and participate as necessary in) the commissioning of systems and Owner employee training as described in the contract documents.

§ 2.3.25 When the Construction Manager considers each Trade Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall review the Trade Contract work and prepare an independent list of incomplete or deficient items. The Construction Manager shall prepare a schedule for completion of these incomplete or deficient items and shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 2.3.25.1 In order to minimize the length of punch lists and the length of punch lists at or after substantial completion, the Construction Manager shall maintain and manage a rolling completion list during construction.

§ 2.3.26 The Construction Manager shall coordinate the correction and completion of the Work including providing schedules to the Trade Contractors for the completion of their Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Trade Contractors and make recommendations in writing to the Architect and the Owner when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 2.3.26.1 The Construction Manager shall secure and transmit to the Architect and/or engineer required guarantees, affidavits, releases, bonds and waivers. The Construction Manager shall turn over to the Owner all keys, manuals, and maintenance stocks.

§ 2.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

§ 2.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Trade Contractors. Consent shall not be unreasonably withheld.

§ 2.3.29 The Construction Manager shall exert its best efforts to ensure that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be a good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents.

§ 2.3.30 The Construction Manager shall, during design and construction, and evaluate any changes in scope and prepare recommendations to the Owner and architect based on technical analysis.

§ 2.3.31 The Construction Manager shall, if requested, provide the Owner with copies of pertinent information either in paper or electronic format, or both, at the Owner's election.

§ 2.3.32 The Construction Manager shall provide general conditions for the Project's construction, consisting of the following:

See Construction Manager's Proposal attached hereto as Exhibit "A."

Notwithstanding anything to the contrary in this Agreement or in the Proposal, the Construction Manager shall be Responsible for the security and controlling access to the portion of the building associated with this Project. But, the Construction Manager's general conditions exclude the following:

- Exterior Material Lifts (which Construction Manager will require Trade Contractors to provide to the extent that it is required for their work),
- Utilities (which will be provided by the Owner),
- Final Clean up (which will be provided by the Owner)

§2.32 33 The Construction Manager shall also provide estimating support for the Architect and Project Team throughout the project as requested to do so

§2.3.34 The Construction Manager shall, if the Owner desires, provide a payment bond and performance bond in the penal sum of the Construction Manager's compensation for Pre Construction and Construction phase services. In such event, the Owner shall reimburse Construction Manager for the cost of such bond

§2.3.35 The Construction Manager shall provide all services under section 2.3 of this agreement in a timely and professional manner, so as to allow the Owner to maintain its construction schedule

#### §2.4 Post Construction Phase

§2.4.1 The Post Construction Phase will commence at the completion of the Construction Phase and will end after a one-year warranty period expires

§2.4.2 The Construction Manager shall coordinate and manage the corrective Work by the Trade Contractors for defective material or workmanship

§2.4.3 The Construction Manager shall perform quarterly project visits with the architect and the Owner to inspect the work and any warranty complaints and interview Owner operations personnel with respect to warranty issues. During the last quarterly visit, the Construction Manager shall inspect the Project thoroughly and document all warranty issues in such manner so as to enable the Construction Manager to notify all Trade Contractors of their respective remaining warranty responsibilities within the warranty period

§2.4.4 The Construction Manager shall submit a report and provide analyses and documentation of any defective material or workmanship

### ARTICLE 3 ADDITIONAL SERVICES

#### § 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Section 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.2 are required due to circumstances beyond the Construction Manager's control, the Construction Manager shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.2 are not required, the Owner shall give prompt written notice to the Construction Manager. If the Owner indicates in writing that all or part of such Contingent Additional Services is not required, the Construction Manager shall have no obligation to provide those services

#### § 3.2 CONTINGENT ADDITIONAL SERVICES

§ 3.2.1 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity or the Owner's schedule

§ 3.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work

§ 3.2.3 Providing services made necessary by the termination or default of the Architect or a Trade Contractor, by major defects or deficiencies in the Work of a Trade Contractor, or by failure of performance of either the Owner or a Trade Contractor under a Contract for Construction. Provided however that these services will not be reimbursable to the Construction Manager as extra work in the event that they are caused in whole or in part by the Construction Manager's breach of its responsibilities under this Agreement

§ 3.2.4 Providing services in evaluating an extensive number of claims submitted by a Trade Contractor or others in connection with the Work if those claims are not caused by the Construction Manager's breach of its responsibilities under this Agreement

§ 3.2.5 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Construction Manager is party thereto

### § 3.3 OPTIONAL ADDITIONAL SERVICES

§ 3.3.1 Providing services relative to future facilities, systems and equipment

§ 3.3.2 Providing services to investigate existing conditions or facilities or to provide measured drawings thereof

§ 3.3.4 Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings and related equipment

## ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information regarding requirements for the Project, including a program (drafted by the Architect) which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements

§ 4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs

§ 4.3 If requested by the Construction Manager, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement

§ 4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Construction Manager in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services

§ 4.5 The Owner shall retain an architect whose services, duties and responsibilities are described in the edition of AIA Document B141/Cma, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement (as modified). The Terms and Conditions of the Agreement Between the Owner and Architect shall be furnished to the Construction Manager and shall not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. The Construction Manager shall not be responsible for actions taken by the Architect but shall monitor a) design as described elsewhere in this agreement and b) other actions of the architect (including review of submittals) for purposes of quality assurance and keeping the project in budget and on schedule

§ 4.6 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents. The construction Manager shall coordinate these service providers

§ 4.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner

§ 4.8 The Owner shall furnish the Construction Manager with a sufficient quantity of Construction Documents

§ 4.8.1 The Owner shall also furnish a prevailing wage monitor to ensure that prevailing wages are being paid by Trade Contractor to their employees

§ 4.9 The services, information and reports required by Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof

§ 4.10 Prompt written notice shall be given by the Owner to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents

§ 4.11 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 4.12 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Construction Manager's services and the progress of the Work.

§ 4.13 The Owner shall include the Trade Contracts for the Project the responsibilities of the Construction Manager and shall include language indicating that submittal of bids or proposals by the Trade Contractor indicates his agreement to perform Work under the direction and coordination of the Construction Manager in accordance with the Trade Contract Documents.

§ 4.14 The Owner shall provide power for the construction of the facility. The Construction Manager shall use its best efforts to minimize power consumption, including starting and running electrical equipment in such a way as to minimize any peak power consumption charges.

## ARTICLE 5 CONSTRUCTION COST

### § 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Except as provided in Section 5.1.3, Construction Cost shall also include the compensation of the Construction Manager and Construction Manager's consultants. However Construction Manager shall include and track in its budget other project-related costs in addition to Construction Costs in Construction Manager's budgets if requested to do so by the Owner.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4. If any portion of the Construction Manager's compensation is based upon a percentage of Construction Cost, then Construction Cost, for the purpose of determining such portion, shall not include the compensation of the Construction Manager or Construction Manager's consultants.

### § 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

§ 5.2.3 If the Bidding or Negotiation or Competitive Sealed Proposals Phase for the demolition Phase of construction has not commenced within 90 days after submittal of the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the sum of the lowest bona fide bids or negotiated proposals plus the Construction Manager's estimate of other elements of Construction Cost for the Project, the Owner shall

- 1 give written approval of an increase in such fixed limit,
- 2 authorize rebidding or renegotiating of the Project within a reasonable time,
- 3 if the Project is abandoned, terminate in accordance with Section 9, or
- 4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit, if established as a condition of this Agreement

#### ARTICLE 6 CONSTRUCTION SUPPORT ACTIVITIES

§ 6.1 Construction support activities, if provided by the Construction Manager, shall be governed by separate contractual agreements unless otherwise provided in Article 14

§ 6.2 Reimbursable expenses listed in Article 14 for construction support activities may be subject to trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment which shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured

#### ARTICLE 7 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 7.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractors is described. The Construction Manager may retain one record set. The Construction Manager shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Construction Manager's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Project. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Construction Manager is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of the Construction Manager's services under this Agreement.

All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

#### ARTICLE 8 ARBITRATION

§ 8.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be first subject to non-binding mediation in accordance with the (then current) rules of the American Arbitration Association for Construction Industry Mediation. If disputes cannot be resolved through that mediation then they shall, if Owner elects (in its sole option) be decided by arbitration held in Galveston County, Texas, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. If Owner does not elect arbitration, disputes shall be resolved in an appropriate court of law, with venue being in Galveston County, Texas.

**§ 8.2** If the Owner elects arbitration, demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

**§ 8.3** No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.4** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.5** This Agreement shall be governed by and construed according to the laws of the State of Texas. If any portion or provision of this Agreement is determined judicially to be invalid or unenforceable, it is to be judicially rewritten so as to make such provision valid and enforceable if permissible. In the event of partial invalidity, all other provisions are to be enforced as written and such partial invalidity shall only affect the invalid provision(s).

#### **ARTICLE 9 TERMINATION, SUSPENSION OR ABANDONMENT**

**§ 9.1** Termination for Default. The Owner may (but shall not be required) to terminate the Construction Manager's right to continue with the Work under this contract, or any portion of it, if

**§ 9.1.1** The Owner determines that anyone of the following events occur

**§ 9.1.1.1** The Construction Manager refuses or fails to perform its Work with such diligence to ensure the Project's completion within the Master Project Schedule, or

**§ 9.1.1.2** The Construction Manager breaches any one of the material provisions of this agreement.

**§ 9.1.2** Before such termination the Owner shall provide Construction Manager with notice in writing of its deficiencies. In the event the Construction Manager does not cure these deficiencies in 21 days the Owner may provide notice of termination as described in paragraph 9.1.

**§ 9.1.2.1** In the event of a default termination, the Owner may take over Construction Manager's Work and complete by contract or otherwise, and may take possession of it and use any materials, appliances and tools (including software and hardware) necessary or advantageous for completing such Work. The Construction Manager shall be liable for any damage to the Owner resulting from the Construction Manager's breach of its obligations under this Agreement.

**§ 9.1.2.2** In the event of a termination for default, no further funds shall be due Construction Manager, including any funds as yet unearned. In no event shall Construction Manager be entitled to recover fee on Work as yet unperformed. In the event of such termination, the Owner may retain any funds that the Construction Manager has earned until the completion of the Project, and shall then account to the construction Manager for any funds spent to cure the deficiencies or defaults of the Construction Manager. In the event that any funds remain, such funds will then be paid to the Construction Manager.

**§ 9.1.2.3** If, after termination of the Construction Manager's right to proceed, it is determined that the Construction Manager was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Owner.

**§ 9.2** The Owner may terminate performance of Construction Manager's Work under this contract in whole or in part if the Owner determines that a termination is in the Owner's interest for any reason whatsoever. The Owner shall terminate by delivering to the Construction Manager a notice of termination specifying the extent of termination and the effective date.

**§9.2.1** After receipt of a notice of termination, the construction Manager shall immediately take any steps directed by the Owner, and shall stop Work, place no further procurements, shall take no further actions on behalf of the Owner or as its agent (except in furtherance of this stop Work) If requested the Construction Manager shall transfer to the Owner all rights it has with respect to the Construction Manager's work and the Trade Contracts

**§9.2.2** Upon termination for the Owner's convenience, the Construction Manager shall be entitled to be paid for the work performed to date plus a reasonable fee, but this amount shall in no instance exceed the contract price for the Work performed to date The Construction Manager shall not be entitled to be paid for any Work not yet performed or any amounts for profit, overhead, or fee for any Work not yet performed

**§9.3** In the event of any disputes or differences between the parties (including without limitation disputes over compensation due to the Construction Manager) the Construction Manager shall continue working diligently on the project until the disputes are resolved, and the Owner shall continue to make payments properly due and not in dispute

**§9.4** The Owner may refer to any disputes between the parties to mediation for resolution in a manner calculated to be prompt enough to allow the parties to resolve their differences and to complete the work In such event, both parties shall cooperate to allow a mediation to proceed promptly in order to reach agreement The Construction Manager shall include and/or enforce similar terms in its contracts with Trade Contractors

**§9.5** If the Project is suspended in writing by the Owner during the Pre-construction Phase by the Owner for more than 30 consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services

**§9.5.1** If the construction of the Project is suspended in writing by the owner for more than 30 consecutive days Construction Manager shall be compensated for services performed prior to notice of such suspension When the Project is resumed the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the construction Manager's services

**§9.6** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Construction Manager in the event that the Project is permanently abandoned If the Project is abandoned by the Owner for more than 90 consecutive days, the Construction Manager may terminate this Agreement by giving written notice

**§9.7** Failure of the Owner to make payments to the Construction Manager in accordance with this Agreement shall be considered substantial nonperformance and cause for termination

**§9.8** If the Owner fails to make payment when due the Construction Manager for services and expenses, the Construction Manager may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement Unless payment in full is received by the Construction Manager within seven days of the date of the notice, the suspension shall take effect without further notice In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services

**§9.9** In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.10

**§9.10** Termination Expenses are those costs directly attributable to termination for which the Construction Manager is not otherwise compensated

**§9.11** Whether the Owner exercises its rights to terminate or suspend for convenience under this Article the Construction Manager shall cooperate with and assist the Owner to shut down the Project and work of the Trade Contractors and their respective agreements and secure the site

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§10.1** Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located

**§ 10.2** (*intentionally omitted*)

**§ 10.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion

**§ 10.4** Waivers of Subrogation The Owner and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in in other contracts involving the Project The Owner and Construction Manager each shall require similar waivers from their Trade Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces

**§ 10.5** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement Neither Owner nor Construction Manager shall assign this Agreement without the written consent of the other

**§ 10.6** This Agreement represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral This Agreement may be amended only by written instrument signed by both Owner and Construction Manager

**§ 10.7** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager

**§ 10.8** Unless otherwise specified in the Scope of Work, the Construction Manager and the Construction Manager's consultants shall have the responsibility for the discovery, presence, handling, removal or disposal of asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances In the event of discovery of any such substance, the Construction Manager shall advise the Owner on how to proceed and shall coordinate such testing and remediation as necessary in accordance with an agreed-upon change order (if required)

**§10.9** The Construction Manager shall promptly report to the Owner and the Architect any violation of applicable laws, statutes, ordinances, building codes and rules and regulations the Construction Manager discovers in the work of the Trade Contractors or in the Drawings and Specifications

**§10.10** With the exception noted in Article 7, all Construction Documents, drawings, specifications, submittals, RFIs, daily reports, payment applications and correspondence with Trade Contractors, contracts, agreements, change orders, and all other Project related documents belong to the Owner and Construction Manager shall return the originals of the same to the Owner upon completion of the Project or at upon an earlier request by the Owner

**ARTICLE 11 INSURANCE**

**§ 11.1 CONSTRUCTION MANAGER'S LIABILITY INSURANCE**

**§ 11.1.1** In addition to the requirement found in Article 14, the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and which carry a Best's rating of A-VII or higher or otherwise acceptable to the Owner such insurance as will protect the Construction Manager from claims set forth below which may arise out of or result from the Construction Manager's operations under this Agreement and for which the Construction Manager 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 Construction Manager's employees,
- 3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager'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 Construction Manager, or (2) by another 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 of a person or property damage arising out of ownership, maintenance or use of a motor vehicle
- .7 claims involving contractual liability applicable to Construction Manager's obligations under Article 14 of this Agreement

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in Article 14 or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of operations under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

**ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER**

(§12.1 omitted)

(§12.2 omitted)

**§ 12.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

§ 12.3.1 (intentionally omitted)

§ 12.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 13.2.1.

§ 12.3.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with Section 13.2.1 based on (1) the lowest bona fide bids or negotiated proposals, or (2) if no such bids or proposals are received, the latest approved estimate of such portions of the Project.

**§ 12.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

§ 12.4.1 Payments on account of the Construction Manager's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Construction Manager's statement of services rendered or expenses incurred.

**§ 12.5 PAYMENTS WITHHELD**

§ 12.5.1 No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager has been found to be liable.

**§ 12.6 CONSTRUCTION MANAGER'S ACCOUNTING RECORDS**

§ 12.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**ARTICLE 13 BASIS OF COMPENSATION**

The Owner shall compensate the Construction Manager as follows:

§ 13.1 AN INITIAL PAYMENT of ~~none~~ (\$ ~~0.00~~ ) shall be made upon execution of this Agreement and credited to the owner's account at final payment.

**§ 13.2 BASIC COMPENSATION**

§ 13.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 14 as part of Basic Services, Basic Compensation shall be computed as follows:

For Pre-Construction Phase Services

~~\$0.00~~

For Construction Phase Services

~~General conditions/Overhead: \$69,380.00~~

~~Fee for Profit: \$27,000.00~~

~~Total Pre-Construction and Construction Service Compensation: \$96,380.00~~

**§ 13.3 COMPENSATION FOR ADDITIONAL SERVICES**

§ 13.3.1 FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Article 3, and any other services included in Article 14 as Additional Services, compensation shall be computed as follows

*(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees and identify Principals and classify employees if required Identify specific services to which particular methods of compensation apply, if necessary )*

**§13.4 (intentionally omitted)**

**§ 13.5 ADDITIONAL PROVISIONS**

§ 13.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within twelve (12 ) months of the date hereof, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as

None

§ 13.5.2 Payments are due and payable ~~thirty~~ ( 30 ) days from the date of the Construction Manager's invoice Amounts unpaid according to Chapter 2251 of the Tex Gov Code shall bear interest at the rate entered below

*(Insert rate of interest agreed upon )*

~~Rate of interest is set forth in Chapter 2251 of the Tex. Gov Code.~~

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers )*

**ARTICLE 14 OTHER CONDITIONS OR SERVICES**

*(Insert descriptions of other services identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement )*

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement The construction Manager acknowledges that its relationship to the Owner is as a fiduciary The construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner The Construction Manager agrees to furnish efficient business administration and superintendence and use his best efforts to complete the project in an economical manner consistent with the interests of the Owner

~~The Owner designates as its representative:~~

J Dudley Anderson  
722 Moody Suite 200  
Galveston, TX 77500

Charles Kenworthy  
722 Moody Suite 200  
Galveston, TX 77550

The construction manager designates as its representative  
Martin Lackey  
7533 FM 2004  
Hitchcock, Texas 77563

**§ 14.1 LIMITS ON INSURANCE**

The insurance required by Article 11 shall be written for not less than the following limits, or greater if required by law and shall be provided consistent with the provisions set forth below

**§14.2 Insurance coverages** The insurance required by subparagraph 11.1 shall be written for not less than the applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Service Office (ISO) policies, forms and endorsements. If the Construction Manager has any self-insured retentions or deductibles under any of the following minimum required Coverages, the Construction Manager must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible will be Construction Manager's sole responsibility

**§14.2.1 Workers` Compensation at statutory limits Employer's liability \$1 million per accident**

**§14.2.2 Commercial General Liability (including premises/operations, independent Construction Manager's protective, products and complete operations, Broad form of property damages)** All coverages shall be at least \$1,000,000 each occurrence, \$2,000,000 general aggregate with dedicated limits per project site, and \$2,000,000 products and completed operations aggregate, unless otherwise specified

**14.2.2.1 Bodily Injury and Property Damages \$1 million each occurrence**

**14.2.2.2 Products And completed Operations to be maintained for three years \$2 million aggregate**

**14.2.2.3 Property Damage Liability Insurance shall provide coverage for X, C, and U perils**

**14.2.2.4 Broad Form Property Damage coverage shall include completed operations**

**14.2.2.5 Contractual Liability, (hold harmless coverage)**

Bodily injury and property damage \$1 million each occurrence \$1 million aggregate

**14.2.2.6 Personal Injury 1 million dollars aggregate with employment exclusion deleted**

**14.2.2.6 Underground explosion and collapse coverage**

**14.2.2.7 Owner and Architect all to be named as additional insured with additional insured endorsements**

**§14.2.3 [left blank intentionally]**

**§14.2.4 Business Auto Liability (including owned, non-owned and hired vehicles) with pollution liability coverage that includes vehicle overturn and collision**

**14.2.4.1 Bodily Injury And Property Damage \$1 million combined single limit**

**§14.2.5 Aircraft Liability (including owned and non-owned) when aircraft are used in the performance of the contract**

**14.2.5.1 Bodily injury \$1 million each occurrence  
\$1 million each person**

**14.2.5.2 Property Damage \$1 million each occurrence**

§14.2.6 [left blank intentionally]

§14.2.7 Contractor's Pollution Liability, covering claims from third-party injury and property damage as a result of pollution conditions arising out of contractor's operations and completed operations in the amount of \$1,000,000 each occurrence and \$5,000,000 each Aggregate. This pollution liability insurance will only be required of the Trade Contractors. The Owner shall be named as and additional insured and the policy will have a retroactive date before the start of work. Completed operations coverage shall remain in effect for no less than three (3) years after final completion.

§14.2.8 [left blank intentionally]

§14.2.9 Umbrella Liability Insurance policy covering the excess over the limits specified for all employer's - liability, commercial general liability, business auto liability insurance required hereunder with minimum limits of \$5,000,000 aggregate per policy year.

§14.2.10 Each policy of liability insurance issued shall designate the Owner and architects as an additional insured.

§14.2.11 If this insurance is written on the Comprehensive General Liability policy form, the Certificate shall be AIA Document G 705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25 will be acceptable.

#### §14.3 Other insurance provisions

14.3.1 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Article 14 shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 90 days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. The Construction Manager shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the Construction Manager's information and belief.

14.3.2 The Construction Manager shall furnish a Certificate of insurance which specifically set forth evidence of all coverage required by Articles 11 and 14. The Construction Manager shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverages or limits. Failure of the Owner to collect certificates or failure by the Owner to determine any deficiency in coverages or provisions required in this Agreement does not void the Construction Manager's responsibility to obtain insurance.

14.3.3 The acceptance of any certificate of insurance evidencing the insurance coverages and limits required in the contract does not constitute approval or agreement by the Owner that the insurance requirements have not been met or that the insurance policies shown are in compliance with the contract requirements.

14.3.4 Construction Manager agrees that the insurance specified in this article 14 shall be the primary over any insurance or self-insurance program maintained by the Owner.

14.3.5 To the extent commercially available at no additional cost, the policy or policies providing insurance as required (with the exception of professional liability coverage) and workers' compensation will defend and include the Owner and Owner's Architect, directors, officers, representatives, agents, and employees as additional insured on a primary basis for work performed under or incidental to this contract. The form of the additional insured endorsement will be ISO CG20 10 11 85 (Form B) or its equivalent. If the additional insured has other insurance applicable to the loss, it will be on an excess or contingent basis. The amount of Construction Manager's insurance will not be reduced by the existence of such other insurance.

14.3.6 Insurance effected or procured by Construction Manager shall not reduce or limit the Construction Manager's contractual obligation to indemnify and defend the Owner for claims made or suits brought that result from or are in connection with the performance of this contract.

**14.3.7** The Owner shall have the right, but not the obligation, to prohibit the Construction Manager or any Trade Contractor or Subcontractor or others from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Owner

**14.3.8** If the Construction Manager fails to maintain the insurance as set forth here (or any of it), the Owner will have the right but not the obligation to purchase said insurance at the Construction Manager's expense. Alternatively, the Construction Manager's failure to maintain all of the required insurance in strict accordance with this agreement shall entitle to Owner, at its option, to terminate this Contract

**14.3.9** Certified copies of all insurance policies required will be provided to the Owner within 10 days of Owner's written request for these copies

**14.3.10** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the Work under this contract and will state that in the event of cancellation or non-renewal the discovery period for insurance claims (tail coverage) will be at least 36 months

**14.3.11** If the Construction Manager is a joint venture involving 2 or more entities, then each independent entity will satisfy the limits and coverages here or the joint venture will be a named insured under each policy specified

**14.3.12** The Construction Manager and the Owner agree to cooperate fully, participate fully, and comply fully with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures

#### **§14.4 Owner's liability insurance**

**14.4.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance or the Owner may elect to be self-insured. Optionally the Owner may purchase and maintain other insurance for self-protection against claims that arise from operations under the contract. The Construction Manager shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents

#### **§14.5 Property Insurance**

**14.5.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, property insurance suitable for its needs. Note, however, the limitations stated elsewhere, if any

**14.5.2** Owner's property insurance shall be on all-risk policy form and shall insure against perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, vandalism, malicious mischief, collapse, occasioned by any enforcement of any applicable legal requirements. Converge for other perils shall not be required unless otherwise provided in the Contract Documents

**14.5.3** The Trade Contractors, subcontractors or vendors may, at their election, provide insurance coverage for portions of their Work stored offsite and for portions of the Work in transit

**§14.6** Loss of use insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will ensure the Owner against loss of use of the Owner's property due to fire or other hazards. The Owner waives all rights of action against the Construction Manager for a loss of use of the Owner's property, including consequential loss if due to fire or other hazards to the extent covered by insurance under this paragraph

**§14.7** If the Construction Manager requests in writing that insurance protecting both Construction Manager and Owner for risks other than those described herein or for other special hazards be included in the property insurance policy, the owner shall, if possible, include such insurance and the costs thereof shall be charged proportionately to the Construction Manager by appropriate change order

§14.8 If during the project construction period the Owner insures properties, real or person or both, adjoining or adjacent to the site by property insurance under policy separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed project through a policy or policies other than those insuring the project during the construction period, the Owner shall waive all rights in accordance with the terms of sub paragraph 10.4 for damages caused by fire or other perils covered by the separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§14.9 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner for the insured, as their interests may appear, subject to the requirements of the mortgagee clause and of the provisions below providing for the Owner's power to adjust and settle all loss. The Construction Manager shall pay Trade Contractors their just shares of insurance proceeds received by the Construction Manager, and by an appropriate agreement, written where legally required for validity, shall require Trade Contractors, subcontractors, etc. to make payments to their subcontractors or sub-subcontractors in similar manner.

§14.10 The Owner shall have power to adjust and settle a loss with insurers, unless one of the parties in interest shall object in writing within 5 days after occurrence of loss to the Owner's exercise of this power, if such objection be made, arbitrators shall be chosen as provided elsewhere in this contract. The Owner as a fiduciary shall, in that case, make settlement with insurers in accordance with the directions of such arbitrator. If distribution of insurance proceeds by arbitration is required, the arbitrator shall direct such distribution.

§14.11 Partial occupancy or use in accordance with other provisions of this contract shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Construction Manager shall take reasonable steps to obtain consent of the insurance company or companies in shall, with mutual written consent, take no action with respect to partial occupancy or use it would cause cancellation, lapse, or reduction of insurance.

**§14.12 INDEMNITY. THE CONSTRUCTION MANAGER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER AND ARCHITECT, ALONG WITH THEIR RESPECTIVE REPRESENTATIVES, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, TO THE FULLEST EXTENT ALLOWED BY LAW, BUT IN NO WAY IN CONTRAVENTION OF THE LAW, FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO OR RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THE CONSTRUCTION MANAGER'S AGREEMENT. PROVIDED HOWEVER THAT SUCH CLAIMS, DAMAGE LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING LOSS OF USE RESULTING THERE FROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ACTIONS OR OMISSIONS OF THE CONSTRUCTION MANAGER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREIN OR TRADE CONTRACTS. SUCH OBLIGATIONS DO NOT NEGATE, ABRIDGE OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH.**

This Agreement entered into as of the day and year first written above. Upon execution by the parties, this document represents the final agreement between the parties notwithstanding the words "DRAFT" appearing elsewhere on this agreement.

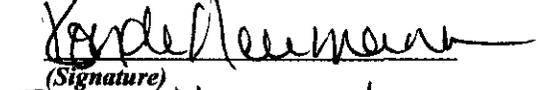
OWNER



(Signature)

Mark Henry, County Judge  
(Printed Name and Title)

CONSTRUCTION MANAGER



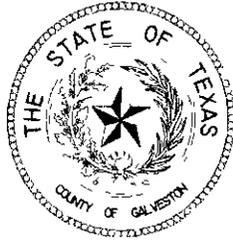
(Signature)

Ronda Neuman/owner  
(Printed Name and Title)

AGENDA

ITEM

#19a



**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

Revised

July 24, 2012

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

Approval of Accounts Payable Checks dated 7/17/12 and 7/24/12/12

Order for Payroll period ending 7/18/2012 Bi-Weekly #15

Request the approval for the purchase of IDEA data analysis software which would be utilized by the Internal Audit Division to increase the effectiveness and efficiency of the auditing process

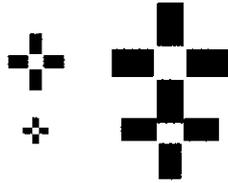
Requesting exemption from Chapter 7, Section 4 D 1 b Maximum In-Hire Rate for a position Grade 20 and above to Step E We wish to rehire at a Grade 21, step R for the position of Internal Audit Supervisor

Cliff Billingsley  
County Auditor

AGENDA

ITEM

#20a



Reliant  
NRG Tower at the Pavilions  
1201 Fannin  
Houston, TX 77002

July 11, 2012

Connie Nicholson  
Galveston County Social Services  
123 25th Street - 4th Floor  
Galveston, TX 77550

Dear Ms Nicholson,

Reliant is pleased to provide the second installment CARE funds to *Galveston County Social Services* for \$3,750 to assist Reliant Energy customers in paying their electricity bills.

We are expecting a long hot summer and I know these additional funds will allow you to assist Reliant customers in keeping their lights on

Please acknowledge receipt of this payment by returning a signed copy of this letter. We are pleased to provide this support to your organization

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

Sincerely,

Misty White  
Executive Director, Reliant Energy Charitable Foundation

Enclosure

Acknowledged by

Date 7/24/12

**RELIANT ENERGY RETAIL SERVICES, LLC**

REFERENCE NUMBER	DATE	INVOICE NO	VOUCHER NO	GROSS AMOUNT	NET AMOUNT
	7/1/2012	12-INV-0705	1225053	3,750 00	3,750 00

CHECK NUMBER	DATE	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
25506	7/9/2012	392206	County of Galveston	\$3,750 00

Refer to above check number and voucher number when inquiring about your payment



**RELIANT ENERGY RETAIL SERVICES, LLC**  
211 Carnegie Center, Princeton, NJ 08540

Bank of New York Mellon  
PITTSBURGH, PA 15262

60-160  
433

Check Number. **25506**  
Date **7/9/2012**  
Vendor Number **392206**

**PAY** THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND ZERO CENTS

<b>Pay Exactly</b>
*****\$3,750 00

**TO THE ORDER OF**  
COUNTY OF GALVESTON  
123 ROSENBERG SUITE 4127  
GALVESTON TX 77550

*Christoph J. Dotto*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

VOID WITHOUT SIGNATURE  
VOID AFTER NINETY DAYS

⑈0025506⑈ ⑆043301601⑆ 119⑈0416⑈

AGENDA

ITEM

#21a

**GALVESTON COUNTY ENGINEERING DEPARTMENT**

Change Order No. 3  
Owens Drive Improvements (from F.M 517 North of Night Shade Drive)

Owner: Galveston County  
Contractor: Metro City Construction, LP  
Engineer: Travis S. Sellers, P E

Contract Number: 1306-005-00  
Purchase Order Number: C109685  
Bid Number: B111045

---

**Work Being Changed**

---

**CHANGE IN CONTRACT PRICE**

Original Contract Price: \$1,634,288 75

Net Change From  
Previous Change Orders: \$98,452 23

Contract Price Prior To  
This Change Order: \$1,744,634 98

Net Increase/Decrease Of  
This Change Order: \$-84,699 83

Contract Price With All  
Approved Change Orders: \$1,659,935 15

**CHANGE IN CONTRACT TIME**

Original Contract Time: 150 Days

Net Change From  
Previous Change Orders: 20 Days

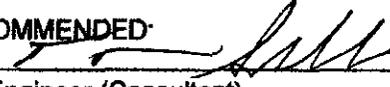
Contract Time Prior To  
This Change Order: 169 Days

Net Increase/Decrease Of  
This Change Order: 0 Days

Contract Time With All  
Approved Change Orders: 169 Days

---

RECOMMENDED:

By:   
Engineer (Consultant)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Engineer (County Engineer)

APPROVED  
County Of Galveston

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Henry, County Judge

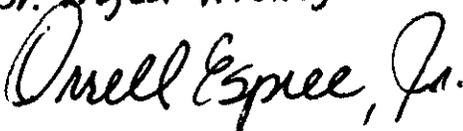
Attest: \_\_\_\_\_  
Dwight Sullivan, County Clerk

ACCEPTED.  
Contractor

By:  Date: 4-10-12  
Contractor (Authorized Signature)

Orrell Espree, Jr.  
Printed Name

Sr. Project Manager

 7-2-12

**GALVESTON COUNTY ENGINEERING DEPARTMENT**

Change Order No. 3  
Owens Drive Improvements (from F.M. 517 North of Night Shade Drive)

Pay Item No.	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/UNDERRUN
					QUANTITY	ITEM COST	QUANTITY	ITEM COST	
7		Prepare & compact 6" Lime Stabilized Sub-grade	S.Y.	\$2.00	10,100.00	\$20,200.00	9,324.00	2.00	-\$1,552.00
8		Furnish Lime (6% by Dry Weight)	TON	\$139.70	165.00	\$23,050.50	155.44	139.70	-\$1,335.53
9		Furnish and Install 8" Reinforced Concrete Pavement	S.Y.	\$35.80	9,900.00	\$354,420.00	9,855.86	35.80	-\$1,580.21
10		Construct & Pave 6" Concrete Driveways	S.Y.	\$39.00	1,100.00	\$42,900.00	1,141.59	\$39.00	\$1,622.01
12		Furnish & Install 6" Reinforced Concrete Curb	L.F.	\$2.05	5,500.00	\$11,275.00	5,389.05	\$2.05	-\$227.45
17		Remove & Relocate Existing Traffic Signs	EA.	\$410.00	11.00	\$4,510.00	9.00	\$410.00	-\$820.00
19		Furnish & Install Reflectonized Pavement Markings - Type I 4" Yellow Solid	L.F.	\$0.45	5,250.00	\$2,362.50	5,470.00	\$0.45	\$99.00
21		Furnish & Install Reflectonized Pavement Markings - Type I 12" White Solid	L.F.	\$2.25	80.00	\$180.00	647.00	\$2.25	\$1,275.75
22		Furnish & Install Reflectonized Pavement Markings - Type I 24" White Solid	L.F.	\$4.50	200.00	\$900.00	298.00	\$4.50	\$441.00
27		Furnish & Install Inlet Protection Barrier	L.F.	\$5.00	800.00	\$4,000.00	750.00	\$5.00	-\$250.00
47		Furnish & Install 36" RCP (Class III C-76), All Depths	L.F.	\$74.00	170.00	\$12,580.00	160.00	\$74.00	-\$740.00
48		Furnish & Install 48" RCP (Class III C-76), All Depths	L.F.	\$108.00	685.00	\$74,665.00	683.00	\$109.00	-\$218.00
58		Trench Safety System for Construction of Storm Sewer	L.F.	\$0.10	4,420.00	\$442.00	3,776.00	\$0.10	-\$64.40

**GALVESTON COUNTY ENGINEERING DEPARTMENT**

Change Order No. 3

Owens Drive Improvements (from F.M. 517 North of Night Shade Drive)

Pay Item No.	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/UNDERRUN
					QUANTITY	ITEM COST	QUANTITY	ITEM COST	
65		Furnish Borrow as Directed	C Y	\$8.00	100.00	\$800.00	0.00	\$8.00	-\$800.00
67		Extra Select Backfill as Directed	C Y	\$18.00	100.00	\$1,800.00	0.00	\$18.00	-\$1,800.00
68		Extra Bank-Sand Backfill as Directed	C.Y	\$20.00	100.00	\$2,000.00	0.00	\$20.00	-\$2,000.00
69		Extra Steel Reinforcing as Directed	LBS	\$0.50	4,000.00	\$2,000.00	0.00	\$0.50	-\$2,000.00
71		Extra Class "A" Concrete with Reinforcing Steel including Forming	C Y	\$250.00	200.00	\$50,000.00	0.00	\$250.00	-\$50,000.00
72		Extra Machine Excavation as Directed	C Y	\$10.00	100.00	\$1,000.00	0.00	\$10.00	-\$1,000.00
73		Extra Hand Excavation as Directed	C Y	\$15.00	100.00	\$1,500.00	0.00	\$10.00	-\$1,500.00
74		Furnish & Install 4" Waterline Adjustment as Directed	EA.	\$1,500.00	2.00	\$3,000.00	1.00	\$1,500.00	-\$1,500.00
75		Furnish & Install 6" Waterline Adjustment as Directed	EA.	\$2,500.00	4.00	\$10,000.00	3.00	\$2,500.00	-\$2,500.00
76		Furnish & Install 10" Waterline Adjustment as Directed	EA.	\$2,750.00	4.00	\$11,000.00	0.00	\$2,750.00	-\$11,000.00
77		Remove & Replace 4" Sanitary Sewer as Directed	EA.	\$1,500.00	1.00	\$1,500.00	0.00	\$1,500.00	-\$1,500.00
78		Remove & Replace 4" Sanitary Sewer as Directed	EA.	\$1,750.00	4.00	\$7,000.00	3.00	\$1,750.00	-\$1,750.00
79		Remove & Replace 4" Sanitary Sewer as Directed	EA.	\$2,000.00	2.00	\$4,000.00	0.00	\$2,000.00	-\$4,000.00
		<b>TOTAL</b>							<b>-\$84,699.83</b>

AGENDA

ITEM

#21b

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 Arslan B Duskic and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lot 1 & 1A Block 1, San Leon Farm Home Tracts in Galveston County, Texas, recorded in book 238, page 27 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion of Lot 1 & 1A Block 1, San Leon Farm Home Tracts attached hereto as EXHIBIT "A"

- 1 Only Lot 1 & 1A Block 1, San Leon Farm Home Tracts is to be involved in these conveyances Petitioner is the sole owner of said Lot 1 & 1A Block 1, San Leon Farm Home Tracts
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 Arslan B Duskic, Petitioner herein
3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition
4 The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lot 1 & 1A Block 1, San Leon Farm Home Tracts all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 11 day of July 2012

Arslan B Duskic (with signature)

THE STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner Arslan B Duskic 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

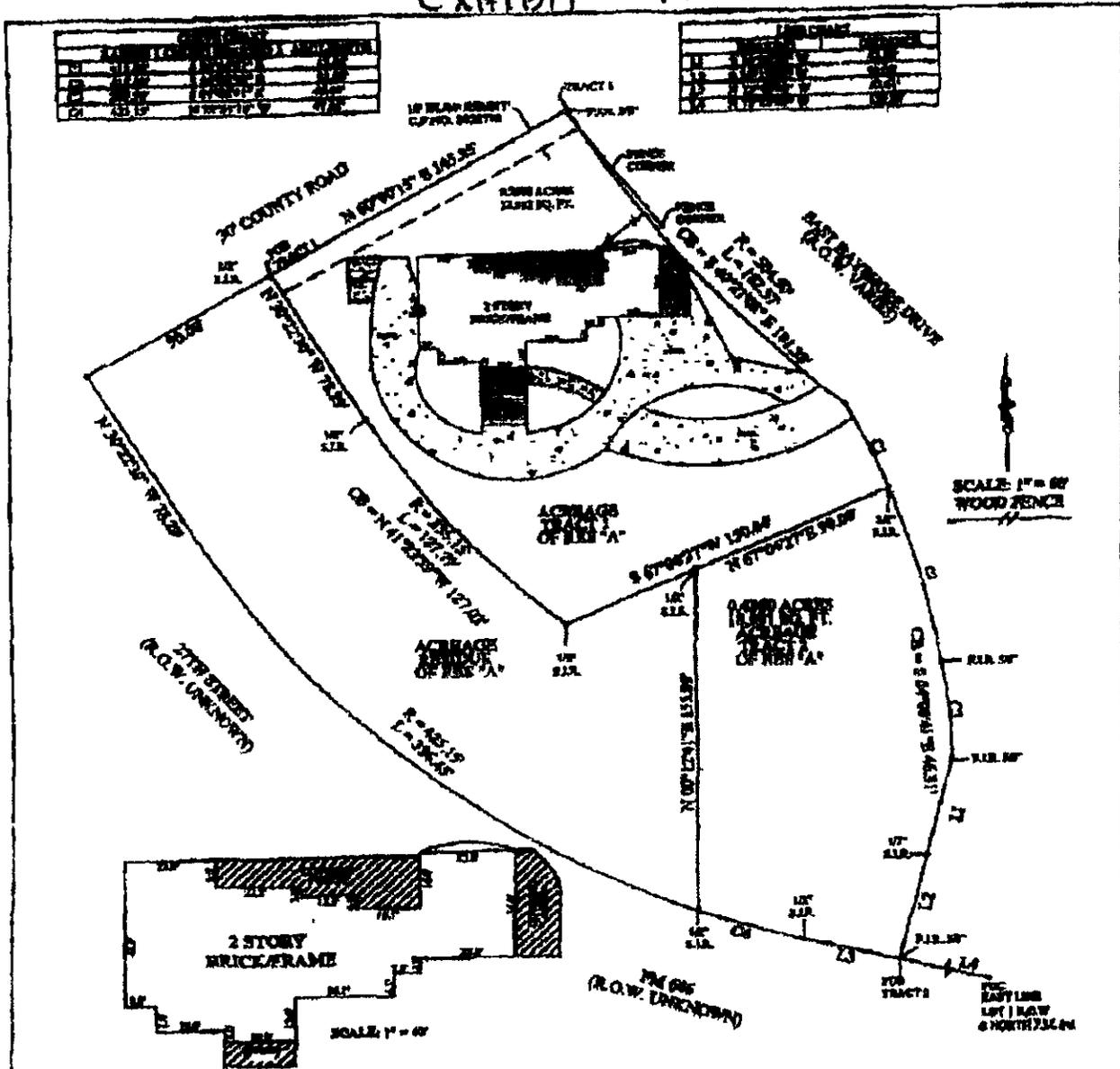
WITNESSED MY HAND AND SEAL OF OFFICE this the 11 day of July, 2012
Patricia A. Williams
Notary Public
State of Texas
My Comm Exp May 05, 2016
Notary Public-State of Texas

APPROVED

BY Mark Henry
MARK HENRY
County Judge
Date 7/24/12

DWIGHT SULLIVAN
County Clerk (with signature)

# EXHIBIT "A"



\*\* - 0.7468 acres of land, more or less, out of Lots 1 and 1-A.  
 \*\* - 0.4360 acres of land, more or less, out of Lots 1 and 1-A.  
 NOTE: Agreement with H.L. & P. recorded under Galveston County Clerk's File No. 8928717.  
 NOTE: By graphic plotting only, the subject property does NOT appear to lie in the 100 year flood plain according to N.F.I.P. Map No. 485470 0029C 5-2-83 Zone C  
 NOTE: Bearings based on Plat.  
 NOTE: This survey is certified for this transaction only, it is not transferable to additional institutions or subsequent owners

BUYER'S SIGNATURES X		X	
BUYER Arslan Duskie		PROPERTY ADDRESS 2684 East Bayshore Drive	
LOT 99	BLOCK 1	SUBDIVISION SAN LEON FARM HOME TRACTS	SECTION ---
RECORRATION 21827 C.C.G.C. Misc-Bonds	COUNTY Galveston	SURVEY ---	

**TEXAS LAND COORDINATORS, INC.**  
 P.O. BOX 1897 • PEARLAND, TX 77583

I do hereby certify that this survey was this day made on the ground of the property legally described herein for the attached tract, and is correct.

10/20/2006 14:38 26

BROTHER

PRO NO. 1138401638

PAGE 05/25

P. 03

# EXHIBIT "A"

## Tract 1

**DESCRIPTION OF A TRACT OF LAND BEING 0.7468-ACRES (32,532 square feet) of land out of a described 1.8810-acre tract of land out of Lots 1 and 1-A, Block 1, SAN LEON FARM HOME TRACTS a subdivision of land per map or plat recorded in Volume 238, Page 27 in the Office of the County Clerk, Galveston County, Texas; said 0.7468-acres being more particularly described by metes and bounds as follows:**

**COMMENCING** at a point for the intersection of the East line of said Lot 1 with the North right-of-way line of FM 646 as described in Volume 459, Page 177 in the Office of the County Clerk, Galveston County, Texas;

**THENCE** North 75° 43' 00" West, along the said North right-of-way line of FM 646, for a distance of 130.00 feet to a 5/8 inch iron rod found for the intersection of the North right-of-way line of said FM 646 and the west right-of-way line of East Bayshore Drive and continuing along the said North right-of-way line of FM 646, for a total distance of 172.61 feet to a 1/2-inch iron rod set for corner of said 1.8810 -acre tract and for the beginning of a curve to the right in said right-of-way and the southwest line of said 1.8810-acre tract,

**THENCE** in a Northwesterly direction, with said curve to the right having a radius of 425.15 feet and a central angle of 45° 20' 31" for an arc distance of 336.45 feet to a point of tangency of said curve;

**THENCE** North 30° 22' 30" West, for a distance of 78.29 feet to a point for corner, on the Northerly line of aforesaid 1.8810-acre tract and said Lot 1;

**THENCE** North 60° 00' 15" East along the Northerly line of said 1.8810-acre tract and said Lot 1, for a distance of 90.00 feet to a 1/2-inch iron rod set for West corner and POINT OF BEGINNING of said tract herein described;

**THENCE** North 60° 00' 15" East along the Northerly line of said 1.8810-acre tract and said Lot 1, for a distance of 145.25 feet to a 5/8-inch iron rod found for North corner of said tract herein described and for a point in the Southwest curving right-of-way line of said East Bayshore Drive;

**THENCE** in a Southeasterly direction coincident with said curve to the left having a radius of 504.50 feet and an arc distance of 182.37 feet (chord bearing South 40° 21' 03" East a distance of 181.38 feet) to a "X" cut in concrete for the intersection of this curve to the left and a non-tangent curve to the right,

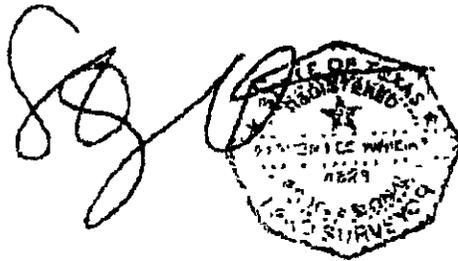
**THENCE** in a Southeasterly direction coincident with said curve to the right having a radius of 415.00 feet and a central angle of 17° 14' 52" for an arc distance of 43.04 feet (chord bearing South 24° 46' 01" East, a distance of 43.02 feet) to a 1/2-inch iron rod set for the East corner of said tract herein described;

**THENCE** South 67° 04' 27" West, for a distance of 150.04 feet to a 1/2-inch iron rod set for the South corner of said tract herein described and for a point in the arc of a curve;

# EXHIBIT "A"

THENCE continuing in a Northwestly direction cotangent with said curve to the right having a radius of 335.15 feet and a central angle of 12° 41' 27", for an arc distance of 127.79 feet, (chord bearing and distance of North 41° 23' 59" West, 127.02 feet) to a 1/8-inch iron rod set for a point of tangency of said curve to the right;

THENCE North 30° 22' 30" West, for a distance of 78.29 feet to the POINT OF BEGINNING of said tract herein described, and containing in all 0.7468-acres of land, more or less.



April 28, 2006

4-160-06



**CERTIFIED COPY  
GALVESTON COUNTY COMMISSIONERS' COURT**

**RE: AGENDA ITEM NO. 21b**

Consideration of application from Arslan B Duskic to convey a portion of Lots 1 and 1A Block 1, San Leon Farm Home Tracts on the mainland by metes & bounds without revising the plat

Motion to Approve by Commissioner O'Brien, seconded County Judge Henry by that the above action be taken by the Court

Passed 4-0

Aye: County Judge Henry, Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes

Nay (None)

Abstain: (None)

Absent: Commissioner Clark

**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. 21b**

as passed by the Commissioners' Court on the 24th day of July, 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 24<sup>th</sup> DAY OF JULY, 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 Arslan B Duskic and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lot 1 & 1A Block 1, San Leon Farm Home Tracts in Galveston County, Texas, recorded in book 238, page 27 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion of Lot 1 & 1A Block 1, San Leon Farm Home Tracts attached hereto as EXHIBIT "A"

- 1 Only Lot 1 & 1A Block 1, San Leon Farm Home Tracts is to be involved in these conveyances Petitioner is the sole owner of said Lot 1 & 1A Block 1, San Leon Farm Home Tracts
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 Arslan B. Duskic, Petitioner herein
3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.
4 The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lot 1 & 1A Block 1, San Leon Farm Home Tracts all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 11 day of July 2012

Arslan B Duskic (with signature)

THE STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner Arslan B Duskic 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.

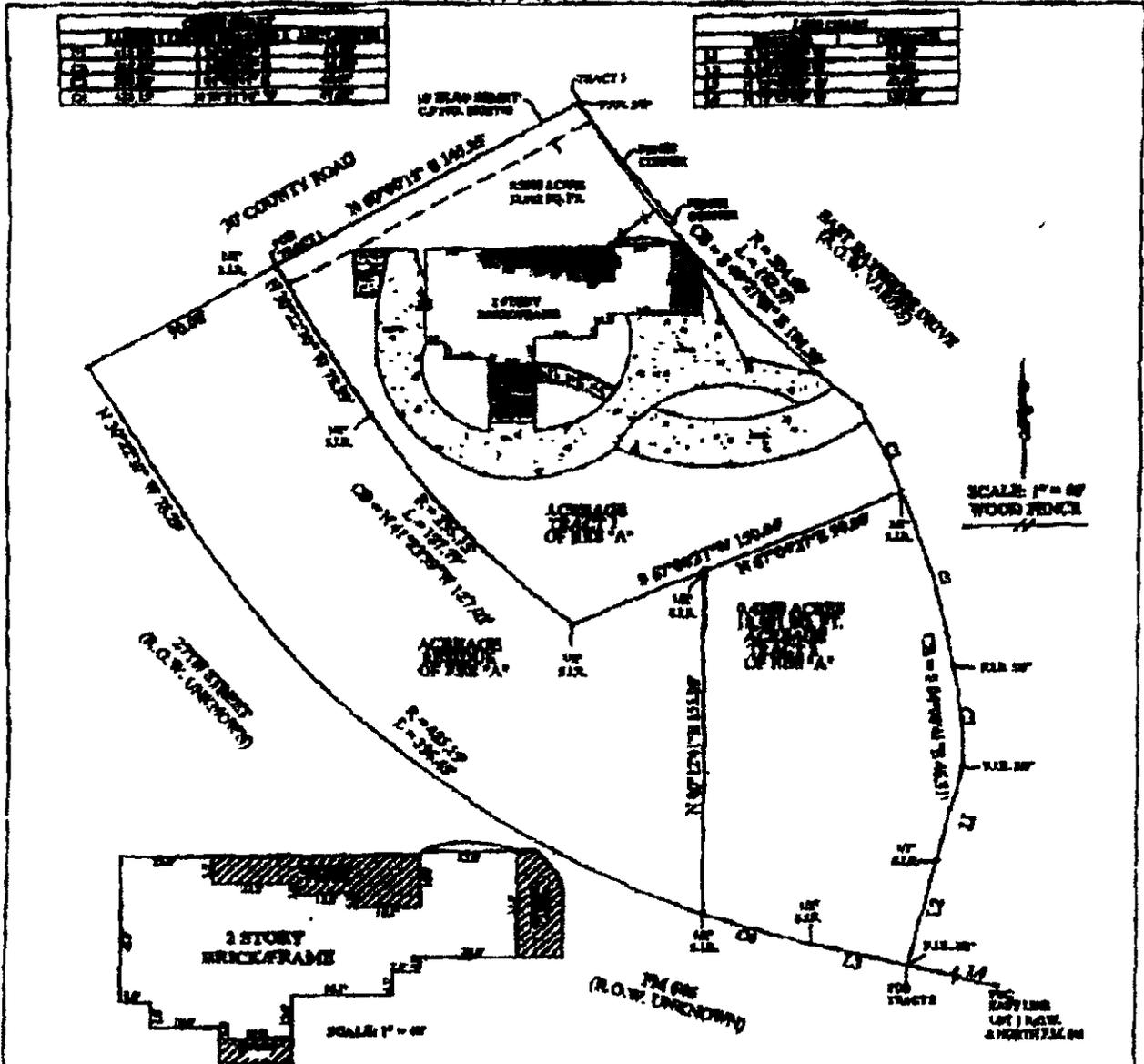
WITNESSED MY HAND AND SEAL OF OFFICE this the 11 day of July, 2012
Patricia A. Williams
Notary Public
State of Texas
My Comm Exp May 05, 2016
Notary Public-State of TEXAS

APPROVED

BY Mark Henry
MARK HENRY
County Judge
Date 7/24/12

Dwight Sullivan
County Clerk (with seal and signature)

# EXHIBIT "A"



\*\* - 0.7448 acres of land, more or less, out of Lots 1 and 1-A.  
 \*\* - 0.4366 acres of land, more or less, out of Lots 1 and 1-A.  
 NOTE: Agreement with H.L. & P. recorded under Galveston County Clerk's File No. 8928717.  
 NOTE: By graphic plotting only, the subject property does NOT appear to be in the 100 year flood plain according to N.F.L.P. Map No. 485470 0029C 3-3-83 Zone C  
 NOTE: Hearings based on Plat.  
 NOTE: This survey is certified for this transaction only, it is not transferable to additional institutions or subsequent owners.

BUYER'S SIGNATURES X		X	
BUYER Arslan Duskie		PROPERTY ADDRESS 2684 East Bayshore Drive	
LOT **	BLOCK 1	SUBDIVISION SAN LEON FARM HOME TRACTS	SECTION ---
RECORDATION 23837 C.C.O.C. Micks-Balade	COUNTY Galveston	SURVEY ---	

**TEXAS LAND COORDINATORS, INC.**  
 P.O. BOX 1887 • PEARLAND, TX 77588

I do hereby certify that this survey was filed by me in the ground of the property legally described herein for the attached sheet, and is correct.

# EXHIBIT "A"

## Tract 1

**DESCRIPTION OF A TRACT OF LAND BEING 0.7468-ACRES (32,532 square feet) of land out of a described 1.8810-acre tract of land out of Lots 1 and 1-A, Block 1, SAN LEON FARM HOME TRACTS a subdivision of land per map or plat recorded in Volume 238, Page 27 in the Office of the County Clerk, Galveston County, Texas; said 0.7468-acres being more particularly described by metes and bounds as follows:**

**COMMENCING at a point for the intersection of the East line of said Lot 1 with the North right-of-way line of FM 646 as described in Volume 459, Page 177 in the Office of the County Clerk, Galveston County, Texas;**

**THENCE North 75° 43' 00" West, along the said North right-of-way line of FM 646, for a distance of 130.00 feet to a 5/8 inch iron rod found for the intersection of the North right-of-way line of said FM 646 and the west right-of-way line of East Baysshore Drive and continuing along the said North right-of-way line of FM 646, for a total distance of 172.61 feet to a 1/2-inch iron rod set for corner of said 1.8810-acre tract of land and for the beginning of a curve to the right in said right-of-way and the southwest line of said 1.8810-acre tract;**

**THENCE in a Northwesterly direction, with said curve to the right having a radius of 425.15 feet and a central angle of 45° 20' 31" for an arc distance of 336.45 feet to a point of tangency of said curve;**

**THENCE North 30° 22' 30" West, for a distance of 78.29 feet to a point for corner, on the Northerly line of aforesaid 1.8810-acre tract and said Lot 1;**

**THENCE North 60° 00' 15" East along the Northerly line of said 1.8810-acre tract and said Lot 1, for a distance of 90.00 feet to a 1/2-inch iron rod set for West corner and POINT OF BEGINNING of said tract herein described;**

**THENCE North 60° 00' 15" East along the Northerly line of said 1.8810-acre tract and said Lot 1, for a distance of 145.85 feet to a 5/8-inch iron rod found for North corner of said tract herein described and for a point in the Southwest curving right-of-way line of said East Baysshore Drive;**

**THENCE in a Southeasterly direction coincident with said curve to the left having a radius of 504.50 feet and an arc distance of 182.37 feet (chord bearing South 40° 21' 03" East a distance of 181.38 feet) to a "X" cut in concrete for the intersection of this curve to the left and a non-tangent curve to the right;**

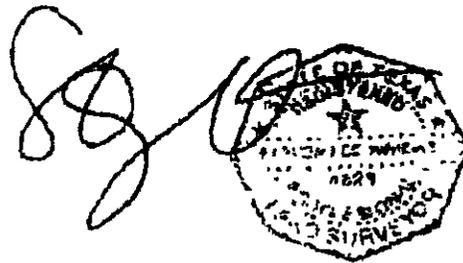
**THENCE in a Southeasterly direction coincident with said curve to the right having a radius of 415.00 feet and a central angle of 17° 14' 52" for an arc distance of 43.04 feet (chord bearing South 24° 46' 01" East, a distance of 43.02 feet) to a 1/2-inch iron rod set for the East corner of said tract herein described;**

**THENCE South 67° 04' 27" West, for a distance of 150.04 feet to a 1/2-inch iron rod set for the South corner of said tract herein described and for a point in the arc of a curve;**

# EXHIBIT "A"

THENCE continuing in a Northwestly direction coincident with said curve to the right having a radius of 335.15 feet and a central angle of 12° 41' 27", for an arc distance of 127.79 feet, (chord bearing and distance of North 41° 23' 59" West, 127.02 feet) to a 1/4-inch iron rod set for a point of tangency of said curve to the right;

THENCE North 30° 22' 30" West, for a distance of 78.29 feet to the POINT OF BEGINNING of said tract herein described, and containing in all 0.7468-acres of land, more or less.



April 28, 2006

4-160-06

## FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*

2012039209

July 24, 2012 03 33 35 PM

FEE \$32 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

*#22a*

# MILLS SHIRLEY L.L.P.

ESTABLISHED 1846

*Christopher S Cahill*  
Partner  
ccahill@millsshirley.com  
Direct Line 409-761-4003, Houston Line 713-571-4203

400 WASHINGTON BUILDING  
2228 MECHANIC STREET  
P.O. BOX 1943 (77553)  
GALVESTON TEXAS 77550  
(409) 763 2341  
FACSIMILE (409) 763 2879  
www.millsshirley.com

July 10, 2012

**VIA HAND DELIVERY**

Harvey Bazaman  
Galveston County Courthouse  
722 MOODY 5<sup>TH</sup> FLOOR  
GALVESTON, TX 77550

Re MMN County Museum deed

Dear Harvey

I am enclosing the original, signed deed for the former County Museum building

I am obviously delivering this to you on the condition that it not be recorded or otherwise made effective by the County until the Mary Moody Northern Endowment has received a check for \$400,000 00 pursuant to the agreement that was reached

Please have the check delivered to Betty Massey at the Endowment's office at 2628 Broadway

Sincerely,



Chris Cahill

CSC/am/243240/100683 1/Enclosure



**Special Warranty Deed**

**The State of Texas**                    §  
    §        **Know All Men By These Presents:**  
**County of Galveston**               §

**That the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (US \$10.00) and other good and valuable consideration to it cash in hand paid by the The Mary Moody Northen Endowment, formerly known as Mary Moody Northen, Inc., a Texas non-profit corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed have, subject to the exclusions and limitations contained herein, Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey to Grantee the following described real property and improvements ("Property") located in Galveston, Galveston County, Texas to wit**

**The East twenty (20) feet one (1) inch of Lot Two (2) and the West fourteen (14) feet six (6) inches of Lot Three (3) in Block Five Hundred and Two (502) in the City of Galveston, Texas, together with all improvements thereon, being one and the same property as is described in that one certain Warranty Deed dated June 26, 1972 filed for record on July 3, 1972 and recorded in Volume 2269 Page 691 in the Office of the County Clerk of Galveston County, Texas.**

This conveyance is made by the Grantor herein and accepted by the Grantee herein subject:

- 1) to boundary line and party wall agreements as follows (a) the agreement between the Moody National Bank of Galveston, first party, and James C Brady and Tom R Hency, Jr second party, dated June 4, 1964, recorded in Volume 1640, pages 127 to 129, inclusive, of the Deed of Trust Records in the Office of the County Clerk of Galveston County, Texas, and (b) the boundary line agreement between Mrs Carrie L Cooke and husband, Henry P Cooke, and the City National Bank of Galveston, Texas, dated August 21, 1918, recorded in Volume 310, pages 128 to 130 inclusive, of the Deed Records in the Office of the County Clerk of Galveston County, Texas,
- 2) Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - a to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c to filled-in lands, or artificial islands, or

- d to statutory water rights, including riparian rights, or
- e to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.

This conveyance is also subject to those certain covenants, conditions, restrictions, mineral reservations, other reservations, rights, rights of way, easements, encumbrances, encroachments, licenses, liens and other matters effecting title that are of record in the real property records of Galveston County, Texas and to all improvements and other matters visible on the ground

By acceptance of this Deed, Grantee acknowledges and agrees that Grantor has fulfilled all conditions, covenants and requirements set forth in one certain Warranty Deed dated June 26, 1972 filed for record on July 3, 1972 and recorded in Volume 2269 Page 691 and releases Grantee from any further conditions, covenants, obligations and requirements relating to the Property being conveyed herein.

**Grantee also acknowledges and agrees that the Property is being transferred and conveyed "as is, where is," without any representation or warranty of any nature (a) as to the value or freedom from encumbrance of any of the Property, or (b) as to any warranty of merchantability or warranty of fitness for a particular purpose of, or any other matter concerning, the Property.**

Grantor also disclaims any warranty, guaranty or representation, oral or written, on

- a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the Property conveyed hereunder for any and all activities and uses which Grantee may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos, underground storage tanks or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations, and
- e) the compliance of the Property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, Grantee also acknowledges and agrees

- a) Grantee has inspected the Property and is relying solely on its own investigation of the same and not on any information provided or to be provided by on behalf of Grantor,
- c) that any information provided with respect to the Property was obtained from a variety of sources, and

- d) Grantor (i) has not made any independent investigation or verification of such information, and (ii) does not make any representations as to the accuracy or completeness of such information
- e) that as to the improvements on the Property, Grantor shall not be responsible for or liable to Grantee for any construction defects, errors, omissions, of any other conditions affecting the Property, and
- (f) that Grantee understands that the Property has incurred damages caused by Hurricane Ike and that such damages have not been fully repaired

Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against Grantor, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the Property herein as well as any construction defects, errors, omissions, or other conditions affecting the Property and other items conveyed hereunder. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee, its successors and assigns. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims that Grantor may have for any such errors, omissions or defects in the Property and other items conveyed hereunder. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property and other items conveyed hereunder for any redress or relief. Upon the assignment by Grantor of its claims, Grantee releases Grantor of all right, express or implied, Grantee may have against Grantor arising out of or resulting from any errors, omissions or defects in the Property and other items conveyed hereunder. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessors, contractors or consultants.

**To Have and to Hold** the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **Grantee**, its successors and assigns forever, and **Grantor** does hereby bind itself its successors, and assigns, subject to the limitations recited herein, to **Warrant and Forever Defend** all and singular the said premises unto the said **Grantee**, its successors and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof, **by, through and under Grantor but not otherwise.**

Executed this 24th day of July, 2012.

County of Galveston

By: Mark A. Henry  
Mark A. Henry  
County Judge  
Grantor



Attest:

Dwight D. Sullivan  
Dwight D. Sullivan  
County Clerk

Accepted this 24th day of July, 2012.

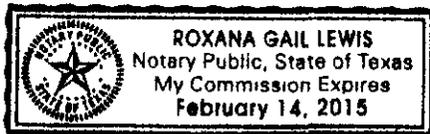
The Mary Moody Northen Endowment,  
formerly known as Mary Moody Northen,  
Inc.

By: Edward L. Protz  
Name: Edward L. Protz  
Title: President

The State of Texas       §  
  §  
County of Galveston     §

This instrument was acknowledged before me on 24th July, 2012 by Mark A. Henry,  
County Judge of Galveston County, on behalf of Galveston County, a political subdivision  
of the State of Texas

Given Under My Hand and Seal of Office,  
this 24 day of July, 2012



Roxana Lewis  
Notary Public  
State of Texas  
My Commission Expires: Feb. 14, 2015

The State of Texas           §  
  §  
County of Galveston       §

This instrument was acknowledged before me on July 10, 2012 by **Edward L. Protz**,  
**President of the The Mary Moody Northern Endowment, formerly known as Mary Moody**  
**Northern, Inc . a Texas non-profit corporation.**

Given Under My Hand and Seal of Office,  
this 10<sup>th</sup> day of JULY, 2012



*Sharon Stephens*  
Notary Public  
State of Texas  
My Commission Expires: 8/22/12

Please Return to:

Edward L. Protz  
President  
The Mary Moody Northern Foundation  
2618 Broadway  
Galveston, Texas 77550

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*  
2012039214

July 24, 2012 03 55 09 PM

FEE \$0 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#22b

## Bazaman, Harvey

---

**From:** Bazaman, Harvey  
**Sent:** Tuesday, July 10, 2012 11:52 AM  
**To:** Lewis, Roxann, Henry, Mark, Bazaman, Harvey, Popoff, David  
**Cc:** agenda, Grady, Patricia, Gaspard, Amanda, Lewis, Roxann  
**Subject:** RE: July 24, 2012 Agenda Volckmann Shadow  
**Attachments:** Operation Volckmann Shadow docx

Good morning Mark and David

Attached for your review is a proposed agreement with the Department of the Army for use of the parking garage jail for Operation Volckmann Shadow. I made modifications to the agreement sent to me based on conversations with Pop. Please review the attached and let me know if any changes are necessary.

**Pat/Roxanne/Amanda: Please place on 7/24 agenda:**

**Consideration of Execution of a MOU Between First Battalion, Fifth Special Forces Group (Airborne) and Galveston County for use of the Parking Garage Jail for Operation Volckmann Shadow submitted by County Legal.**

Thanks  
Harvey

**From:** Lewis, Roxann  
**Sent:** Monday, July 09, 2012 4:21 PM  
**To:** Bazaman, Harvey  
**Subject:** FW: URGENT Special Forces Operation  
**Importance:** High

Harvey,

Judge Henry said he had forwarded this to you some time ago. We must have this on the July 24<sup>th</sup> Agenda. The military personnel involved will be in Galveston County to meet with the Judge on July 26<sup>th</sup> and must have this document signed and delivered to them at that time.

Thank you,

*Roxann Lewis*  
Executive Assistant  
County Judge Mark Henry  
Galveston County Courthouse  
722 Moody Avenue (21st Street), Suite 200  
Galveston, Texas 77550  
Phone 409-765-2639

**From:** McCain, Nancy  
**Sent:** Monday, July 09, 2012 3:59 PM  
**To:** Lewis, Roxann  
**Subject:** FW: Special Forces Operation

**From:** McCain, Nancy  
**Sent:** Wednesday, June 20, 2012 1:25 PM  
**To:** Henry, Mark  
**Cc:** Grady, Patricia, Popoff, David  
**Subject:** FW: Special Forces Operation

This was received late yesterday evening. As you can see, you will need to set our price for their use of the 5<sup>th</sup> floor in the parking garage. They have agreed verbally that the 6<sup>th</sup> floor is off limits to them during their stay.

Please let me know how I can help expedite this process.

Nancy McCain  
CERT Coordinator  
Acting Logistics Section Chief  
281-309-5009  
409-682-4512

**From:** McMasters Brett G SFC (5SFG) [<mailto:brett.g.mcmasters@soc.mil>]  
**Sent:** Tuesday, June 19, 2012  
**To:** McCain, Nancy  
**Subject:** Special Forces Operation

Nancy,

Attached is the agreement we will need printed out, signed and emailed back if that is no trouble. A couple things to help you.

This is for the Jail. The areas you (or the owner) will need to change for the Jail are highlighted in yellow. An example is attached. All you have to do is delete the yellow and input your information for the Jail in there. Now the example shows a broad date from 3 August – 28 September I believe. That is just for us to “reserve” it for a potential date or dates that we would use it. If there are any questions, you can call me at 225-304-1973. I have to turn these into the Legal office here to get stamped next week sometime.

Again, thanks for your help.

Thanks,

***SFC Brett McMasters  
ODA 5135 Dive Team  
C Co., 1<sup>st</sup> BN, 5<sup>th</sup> Special Forces Group (Airborne)  
225-304-1973***



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
**HEADQUARTERS, 1ST BATTALION**  
**5TH SPECIAL FORCES GROUP (AIRBORNE), 1ST SPECIAL FORCES**  
**6103 WICKHAM AVE**  
**FORT CAMPBELL, KENTUCKY 42223**

AOSO-SFA-F-CO

19 JUNE 2012

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**FIRST BATTALION, FIFTH SPECIAL FORCES GROUP (AIRBORNE) AND**  
**GALVESTON COUNTY**

**SUBJECT:** License Agreement for Land Use of the 4<sup>th</sup> and 5<sup>th</sup> floor of the Galveston County Parking Garage Jail ("Jail") located on Ball Street between 19<sup>th</sup> and 20<sup>th</sup> Streets for OPERATION VOLCKMANN SHADOW

1 **Purpose** To codify the verbal agreement between 1<sup>st</sup> Battalion, 5<sup>th</sup> SFG (A) and Galveston County for use of the Jail for the dates of 03 August 2012-30 September 2012

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2 **Revocable License**. The Licensor hereby grants a revocable license to enter into and upon the lands and premises hereinafter described, viz the Jail in order to conduct military training.

3 **Term** This license shall be for a term beginning 03 August 2012 and ending 30 September 2012

4 **Compensation** Since the use of the Jail is for military operations for the benefit of the public Licensor provides this license to the Government at no cost.

5 **Scope and Stipulations of Training Activities** The training event may include the following

A Possible utilization of land in Galveston County as a Drop Zone for delivery of resupply bundles and jumpers

B Utilization of Jail for storing caches, and conducting covert meetings with individuals involved in OPERATION VOLCKMANN SHADOW

C Utilization of Jail for a covert bivouac location

D Utilization of Jail for parking vehicles utilized in OPERATION VOLCKMANN SHADOW

The specific training activities that will be conducted pursuant to this license agreement will be discussed and agreed to between Licensor and the Government during the walkthrough,

described in paragraph 6, below Licensor's representative will be the Hon Mark A Henry, County Judge or his designee Nancy McCain, Galveston County Emergency Response Coordinator

6 Joint Survey and Inspection Prior to the Government's use of the premises under this license, representatives of the Government and Licensor will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of training activities, and likely repairs by the Government, if any, that may be necessary as a result of the training The Government will prepare a written memorandum to document the scope of the training activities, repairs that the Government will perform at the conclusion of the training event, and the results of the joint survey and inspection Should Licensor elect not to participate in the inspection, the Government will attach the memorandum to this license Subsequent to the training event, representatives of the Government and Licensor will conduct a second inspection to discuss cleanup and repair issues, if any

## 7 Liability

a Government Liability to Licensor or Third Parties The Government is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U S C §§ 1346(b), 2671-2680, or the Military Claims Act (MCA), 10 U S C § 2733, as appropriate, to the Licensor and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of Government employees acting within the scope of their employment. The Government agrees to return the property to the Licensor in substantially the same condition it was in prior to the training event, unless otherwise agreed upon The Government reserves the right to make repairs to the property that would return it to the Licensor in substantially the same condition that existed at the start of the license The right to make repairs should not be construed as a modification of the rights and obligations under the FTCA or MCA Licensor or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated for adequately by the Government using other means The FTCA provides a means of recovery for wrongful or negligent acts by Government personnel The MCA provides a means of recovery for damages or injuries by military personnel conducting non-combat activities, including training, that are not the result of negligent acts In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA

b Licensor Liability to the Government Licensor is not liable to the Government for damage or destruction of Government property or equipment, or injury or death of Government personnel Licensor makes no representation that the property is suitable for the contemplated training Government representatives will inspect and evaluate the suitability and safety of the property for the proposed training The Government acknowledges that these premises may contain hazardous conditions

8 Contract Damages to Property Licensor agrees to notify the Government of any damage to the premises, beyond that discussed by the parties, within five (5) days of the expiration of the period outlined in paragraph 3, above Failure to notify the Government within the five (5) days

constitutes a waiver of such damage claim. The Government agrees to negotiate a settlement within fifteen (15) days of notification of damage. Any payments by the Government under this license are subject to the availability of funds for such purpose

9 Facsimile The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes

10 Any notice under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Licensor at the following address

Hon. Mark A Henry  
County Judge, Galveston County  
Galveston County Courthouse  
722 Moody, 2<sup>nd</sup> Floor  
Galveston, Texas 77550

and if given by the Licensor shall be addressed to the **US Army, 1<sup>st</sup> Battalion, 5<sup>th</sup> Special Forces Group (Airborne), at CPT Christopher Ghorbani.**

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written

GALVESTON COUNTY

THE UNITED STATES OF AMERICA

BY *Mark A Henry*  
Mark A Henry, County Judge

BY \_\_\_\_\_  
Printed Name Christopher Ghorbani  
Rank/Service CPT, USA  
Authority By Direction  
Date \_\_\_\_\_

ATTEST: *Dwight D Sullivan*  
Dwight D Sullivan  
County Clerk

Date: July 24, 2012

Word/Depts /Commct/Operation Volckmann Shadow

AGENDA

ITEM

#22c



**COUNTY of GALVESTON  
HUMAN RESOURCES**

Jan Piveral, SPHR  
Human Resources Director

July 12, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item- Reclassification Request

Please submit the following item for the July 24, 2012 Commissioners' Court Agenda

Consideration of approving reclassification of Legal Assistant submitted by Legal

REQUEST FOR RECLASSIFICATION

Date 1-12-12 DEPARTMENT Legal  
DATE JOB WAS VACANT 4-24-12 POSITION # 1530000006  
BUDGETED POSITION Y GRANT FUNDED N CREATED POSITION N

CURRENT JOB TITLE Legal Administrative Assistant  
CURRENT GRADE/STEP 12A CURRENT ANNUAL SALARY 30,065

PROPOSED JOB TITLE Executive Administrative Assistant  
PROPOSED GRADE/STEP 15A PROPOSED ANNUAL SALARY 34,867

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB provides clerical & customer support  
to Legal Dept

JUSTIFICATION FOR RECLASSIFICATION \_\_\_\_\_  
\_\_\_\_\_

RECOMMENDATION TO GRANT RECLASSIFICATION FROM HR DIRECTOR

RECOMMENDED  NOT RECOMMENDED \_\_\_\_\_

REASON NOT RECOMMENDED \_\_\_\_\_

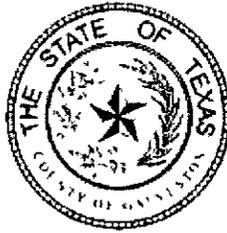
SUBMITTED FOR AGENDA  DATE ON AGENDA 7-24-12

APPROVED \_\_\_\_\_

DOCUMENT ATTACHED AGENDA

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR RECLASSIFICATION IN CC?

WHO WILL APPEAR Harvey



## Executive Administrative Assistant (Proposed)

Legal

Annual Salary. \$34,867

### **JOB SUMMARY**

This position provides clerical and customer service support for the Legal Department

### **ESSENTIAL JOB FUNCTIONS**

- Answers telephone and greets visitors, provides information and assistance, takes messages, refers to appropriate personnel
- Sorts and distributes incoming mail, applies postage and delivers outgoing mail to Post Office
- Delivers, identifies and retrieves correspondence from county departments, files legal documents with the County and District Clerks office
- Maintains and updates legal library
- Processes open records requests
- Prepares files for storage, labels and indexes records
- Drafts and proofreads letters and memoranda, resolutions, proclamations, and contracts
- Enters accounts payable data
- Reconciles credit card account
- Able to report regularly for work and be on time
- Performs related duties

### **KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of modern office practices and procedures
- Knowledge of county procedures
- Knowledge of computers and job related software programs
- Knowledge of the purposes, principles, terminology, and practices employed in civil and criminal law and the legal system
- Knowledge of the court system, its employees, and its operation
- Knowledge of legislation, current problems, and professional literature related to civil and criminal law and the legal system
- Knowledge of local and state law, procedures, and policies as they relate to the mission of the department and the county
- Knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding legal activities
- Skill in the operation of modern office equipment
- Skill in the provision of customer services
- Skill in oral and written communication

### **SUPERVISORY CONTROLS**

The Director, County Legal Department assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

### **GUIDELINES**







## Legal Administrative Assistant

Legal

Annual Salary: \$30,065

### **JOB SUMMARY**

*This position provides clerical and customer service support for the Legal Department*

### **ESSENTIAL JOB FUNCTIONS**

- Answers telephone and greets visitors, provides information and assistance, takes messages, refers to appropriate personnel
- Sorts and distributes incoming mail, applies postage and delivers outgoing mail to Post Office
- Delivers, identifies and retrieves correspondence from county departments, files legal documents with the County and District Clerks office
- Maintains and updates legal library
- Processes open records requests
- Prepares files for storage, labels and indexes records
- Drafts and proofreads letters and memoranda, resolutions, proclamations, and contracts
- Enters accounts payable data
- Reconciles credit card account
- Able to report regularly for work and be on time
- Performs related duties

### **KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of modern office practices and procedures
- Knowledge of county procedures
- Knowledge of computers and job related software programs
- Skill in the operation of modern office equipment
- Skill in the provision of customer services
- Skill in oral and written communication

### **SUPERVISORY CONTROLS**

The Director, County Legal Department assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

### **GUIDELINES**

Guidelines include supervisory instructions, and National Association of Legal Assistants standards, guidelines, and professional codes. These guidelines are generally clear and specific, but may require some interpretation in application.

### **COMPLEXITY/SCOPE OF WORK**

- The work consists of related clerical and customer service duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide clerical and customer service support for office operations. Success in this position contributes to the efficiency and effectiveness of office operations.

**CONTACTS**

- Contacts are typically with co-workers, other county employees, elected and appointed official, court personnel, and members of the general public
- Contacts are typically to provide services, to give or exchange information, or to resolve problems

**PHYSICAL DEMANDS/ WORK ENVIRONMENT**

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, stooping, walking, bending or crouching. The employee frequently lifts light and heavy objects, climbs ladders, and uses tools or equipment requiring a high degree of dexterity
- The work is typically performed in an office and warehouse. The employee may be exposed to dust

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY**

None

**MINIMUM QUALIFICATIONS**

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, 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

**PAY GRADE AND FLSA STATUS**

- Pay Grade 12                      FLSA Status Non-exempt
- Date Created \_\_\_\_\_      Approved by \_\_\_\_\_
- Date Revised \_\_\_\_\_      Approved by \_\_\_\_\_



AGENDA

ITEM

#22d



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

Date of Request.	7/18/12	Department	LEGAL				
Renewal Contract	NO	Orgkey.		Object Code:			
Contract Start Date	2/1/13 OR EARLIER	Vendor	LAUTERBERG, LTD				
Contract End Date	11/30/18 OR EARLIER	Vendor No		Contract No			
Description	LCASE CARE HERE MAINLAND CLINIC						
Contract # Issued By Purchasing					Requested Legal Review:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
Totals		-	-	-	-	-	-
Total Cost.							

	Approved By	Date	Signature
Department Head		7/18/12	<i>Jimmy Bazerman</i>
Assistant Purchasing Agent		07/16/12	<i>Grand Nixon, CPPB</i>
County Legal		7/18/12	<i>Jimmy Bazerman</i>
Contract listed in Budget Documentation (Yes/No)			
County Budget Office.		7/13/12	<i>[Signature]</i>

## Bazaman, Harvey

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**Subject.** RE Lauterburg, Ltd and Galveston County Lease High Points

**From:** Bazaman, Harvey

**Sent:** Monday, July 16, 2012 2:16 PM

**To:** Bazaman, Harvey, 'steveg@boonchapman.com', Anderson, Dudley

**Cc:** Henry, Mark; Doyle, Patrick; O'Brien, Kevin; Gilliam, Cindy; Holmes, Stephen; Clark, Ken; Mabry, Celia-Frances DO NOT DELETE - TERMINATED EMPLOYEE; Piveral, Jan; Trammell, Mel

**Subject:** RE. Lauterburg, Ltd. and Galveston County Lease High Points

Members of the Commissioners' Court

I thought I would give ya'll some high points on the proposed lease with Lauterburg, LTD for the Care Here clinic that is going into the old Bebcos or CAD building on the highway

Term	5 years
Net rentable area	Approx 3,068 square feet Large enough to accommodate pharmacy
Location	600 Gulf Freeway, Texas City, Texas (Old Bebcos or CAD building)
Permitted use	Care Here clinic or other permissible purpose for which counties lease general office space
Date of Occupancy	Currently unknown Depends on length of time for build out
Current lease	<b>Must give current Lessor six months notice of early termination.</b> Since they are paying for utilities they will most likely be agreeable to a lesser notice period depending on the length of time for the build out
Monthly rental fee	\$5,000 a month
Utilities and Janitorial	Rental fee includes utilities except for telephone and internet It also provides for janitorial and disposal of waste other than medical waste A/C and heat are on from 7:00-6:00 weekdays and 7:00 to noon on Saturday with exception of six holidays
High electricity usage	Lessor pays cost of electricity up to 5.0 watts per square foot of net rentable area regardless of cost County pays for electricity over 5.0 watts I checked with Dudley Anderson and he thinks we will use under that amount as long as it continues to operate essentially as a primary care medical facility
Cost of build out	Up to \$100,000 Currently we think it can be done for about \$80,000 but not sure Landlord absorbs all cost over \$100,000
Early Termination	Upon two months notice beginning with the 25 <sup>th</sup> month for convenience But, if County terminates prior to paying for build out, County is on the hook for paying remainder of build out cost See formula page two <b>Not in current lease. Reason, current lease had no build out.</b>
Termination for non-Appropriation of Funds	County can do so at beginning of each fiscal year but must notify Landlord by August 1 <sup>st</sup> If terminate for non-appropriation of funds County must pay remainder of build out cost See formula page two <b>Not in current lease. Reason, current lease had no build out.</b>
Termination upon County default other than termination for convenience on non-appropriation of funds	Penalty imposed on County for termination for default Does not apply to termination for convenience or for non-appropriation of funds See formula on page 12 <b>Not in current lease.</b>

## Bazaman, Harvey

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**From** Bazaman, Harvey  
**Sent:** Wednesday, July 18, 2012 3:32 PM  
**To** Lbneuhaus@aol.com, Michael Winkler, steveg@boonchapman.com, Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, KenClark@juno.com, Bazaman, Harvey, Anderson, Dudley, Trammell, Mel, agenda, Grady, Patricia, Lewis, Roxann, Gaspard, Amanda, Anderson, Dudley  
**Subject** Next Agenda - CareHere Mainland Lease Neuhaus Agreement  
**Attachments.** Scan001 PDF

Good afternoon Larry and Mike.

Attached is the final agreement for the Care Here Clinic in La Marque. I made the changes that Mike sent in pink earlier today. The only other changes were "tidy up" e.g. if the end of a page only showed "Article V" and no other script I simply moved the "Article V" to the next page. Also, as we discussed, I inserted the date of occupancy to be February 1, 2013 since we need to give our existing landlord six months notice of our intention to terminate early. I am optimistic that once Larry and Steve Gauen and Commissioner Holmes arrives at a set of plans, the date of completion and the cost of completion and that it has been verified to be a reasonable cost and a doable by our County Architect, Dudley Anderson that we can approach our exiting landlord and get out of our current lease earlier.

Larry: If all looks to be in order, please print out two copies, attach Exhibit 'A', execute both of them and send them to me via overnight mail so that the executed copies may be submitted to the Commissioners' Court Tuesday morning. The Court meets at the County Courthouse, 722 Moody, 1st Floor, Galveston, Texas and you and Mike are certainly welcome to attend should you desire. The reason I am asking you to sign first is so that the members of the Court are assured that it is, in fact, the final agreement. But, more importantly, our County Clerk needs to record executed documents in the Commissioners' Court Minutes and unexecuted documents prevent her from doing her work in a timely fashion. Assuming the lease is accepted by the County, I should be able to get you back a fully executed original by the end of next week.

Pat/Roxanne/Amanda: Next Tuesday's (7/24) agenda please.  
Consideration of Execution of a Lease Agreement with Lauterburg, LTD. for the Operation of the Mainland Care Here Clinic submitted by County Legal.

If anyone has any questions, please let me know.

Thanks:

Harvey Bazaman  
409-770-5565

-----Original Message-----

**From:** [ld04xer@co.galveston.tx.us](mailto:ld04xer@co.galveston.tx.us) [<mailto:ld04xer@co.galveston.tx.us>]  
**Sent:** Wednesday, July 18, 2012 9:09 AM  
**To:** Bazaman, Harvey  
**Subject:** Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by Guest [[ld04xer@co.galveston.tx.us](mailto:ld04xer@co.galveston.tx.us)] Number of Images: 13 Attachment File Type PDF

WorkCentre Pro Location. 5\\Galveston\TX\USA\ Device Name: LD04XER

NEUHAUS INVESTMENT COMPANY  
INCORPORATED  
REAL ESTATE AND INVESTMENTS

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RECEIVED

JUL 20 2012

July 19, 2012

GALVESTON COUNTY  
LEGAL DEPARTMENT

Mr Harvey Bazaman  
Director of County Legal  
Galveston County  
722 Moody (21<sup>st</sup> Street), 5<sup>th</sup> Floor  
Galveston, TX 77550

*sent by FedEx US Airbill*  
869463450131

Dear Mr Bazaman

Enclosed are two originals of a lease I have signed for consideration at the July 24, 2012, meeting of the Galveston County Commissioners Court This lease is for space in the 600 Gulf Freeway Building, Texas City, Texas

Please have the County Judge sign the lease and return one original fully executed lease to me for our file, if the lease is approved

If the lease is not executed and returned to my office by 5p m on August 7, 2012, this offer to lease to the County is automatically withdrawn

I look forward to working with Galveston County on this project

Sincerely,



Laurence B Neuhaus, President

LAUT2012-18  
Enclosures

# LEASE AGREEMENT

*This Agreement*

MADE AND ENTERED INTO THIS THE July 24 2012 ("Effective Date") BY AND BETWEEN

**LESSOR**            **LAUTERBURG, LTD**, a Texas limited partnership acting through  
**Melrose Farms, Inc**, a Texas corporation, its sole General Partner  
(hereinafter called "Lessor"), whose address is

P O Box 925567  
Houston, Texas 77292-5567

(10500 Northwest Freeway, Suite 130  
Houston, Texas 77092)

Attention Mr Laurence B Neuhaus  
Telephone 713-681-2000  
Fax 713-956-9049  
Email lbneuhaus@aol.com

and

**LESSEE**            **GALVESTON COUNTY**  
(hereinafter called "Lessee") whose address is

Director, Human Resources  
Galveston County Courthouse  
722 Moody, 3<sup>rd</sup> Floor  
Galveston, Texas 77550  
Telephone 409-770-5350  
Fax 409-766-4577  
Email [Jan.Piveral@co.galveston.tx.us](mailto:Jan.Piveral@co.galveston.tx.us)

with a copy to

Director, County Legal  
Galveston County Courthouse  
722 Moody, 5<sup>th</sup> Floor  
Galveston, Texas 77550  
Telephone 409-770-5562  
Fax 409-765-3161  
Email [Harvey.Bazaman@co.galveston.tx.us](mailto:Harvey.Bazaman@co.galveston.tx.us)

**WITNESSETH**

**I**

## **TERM, PREMISES AND USE**

Subject to the terms and conditions hereinafter set forth, Lessor hereby leases and lets to Lessee, and Lessee rents, hires and accepts from Lessor pursuant to the terms of this Lease Agreement ("Lease") for the term of **60 MONTHS**, commencing on the **FIRST** day of February, 2013 ("**Date of Occupancy**") and expiring on the **LAST** day of January 2018 (the "Original Term"), approximately 3,068 square feet of net rentable area on the first floor of the office building located at **600 GULF FREEWAY, TEXAS CITY, GALVESTON COUNTY, TEXAS, 77591** hereinafter referred to as "Building" said space being more particularly described as **SUITE 100** as designated on the plan attached hereto as **Exhibit A**, which is made a part of this Lease hereinafter referred to as the "Leased Premises," to be continually used and occupied during the full term of this Lease by Lessee for the operation of what is commonly called the Galveston County Government Employees Health Care Center (commonly known as the "Care Here Clinic" and herein so called)



and pharmacy or other permissible purposes for which counties lease general office space without written consent of Lessor first had and obtained, provided, however, Lessee shall be fully responsible for all security related to or necessary for any pharmacy that may be contained and operated by Lessee in the Leased Premises and to any damage resulting to such pharmacy as a result of a breach of security by any party. It is understood that the net rentable area of the Leased Premises includes a factor for area included in common areas of the Building which may be used by Lessee. Lessor agrees that it shall provide five employee designated parking spaces, provided, however, the policing of such designated parking spaces shall be the responsibility of the Lessee. This Lease covers no other part of the Building or ground upon which the same is located, except the non-exclusive rights hereby granted by Lessor to Lessee, its agents, employees, invitees, guests and customers to use the public corridors, the elevators, stairways and similar common areas within said Building, and the parking facilities of the Building not designated for the use of other specified lessees of the Building.

Provided that (i) this Lease is in full force and effect, (ii) Lessee is not in default of any term, covenant or condition, contained in this Lease either on the date of the exercise of the option or the date the Extension Term (hereinafter defined) commences, (iii) the Lessee named herein shall be in possession and occupying the Leased Premises, and (iv) Lessee gives written notice to Lessor at least ninety (90) days prior to the expiration of the Original Term, Lessee shall have the option to extend this Lease for one (1) additional period of five (5) years (the "Extension Term") on such terms and conditions as the parties mutually agree upon at time of renewal, provided, however, Lessor shall provide Lessee with the Base Rent (as hereafter defined) that Lessor shall charge for such Extension Term not more than six months, and not less than four months, prior to the end of the Original Term so that Lessee can determine whether such Base Rent will be acceptable to Lessee prior to its exercise of the Extension Term. The term "Base Rent" shall include the cost of all utilities, janitorial services, maintenance and all other amenities currently provided in the terms of this Lease.

Beginning with the twenty-fifth (25<sup>th</sup>) month after the Date of Occupancy, this Lease may be terminated by Lessee, with or without cause or for convenience, upon two (2) months prior written notice to Landlord, provided, however, that such notice of termination shall be effective only if, at the time of the giving of such notice and as of the termination date, Lessee is not in default of any term, covenant or condition contained in this Lease. In the event Lessee gives notice of termination under this paragraph, the provisions of Article V Sections 8 and 8A will not apply and Lessee's only remaining obligation to Lessor under this Lease will be to pay, in addition to rent owed and other charges incurred by Lessee under this Lease prior to termination, an amount to Lessor equal to the unamortized portion of the improvements constructed by Lessor for Lessee based on the following formula:

The total monthly rent (\$5,000) minus the total monthly expenses (\$1,790) equals the amount of the improvements amortized per month (\$3,210). \$3,210 times the number of months occupied equals the amount amortized. Total cost of Lessee's improvements minus amount amortized equals unamortized amount of improvements.

Example Assume the cost of Lessee's Improvements is \$100,000. Two months' notice is given at the beginning of the twenty-fifth (25<sup>th</sup>) month.  $\$5,000 - \$1,790 = \$3,210$ .  $\$3,210 \times 27 = \$86,670$ . Result - Lessee owes Lessor \$13,330 under this Agreement for early termination.

This Lease is subject to the appropriation of funds by the Lessee's Commissioners' Court for the current or any upcoming fiscal year. The Lessee's fiscal year begins each October 1<sup>st</sup>. If Lessee intends not to appropriate funds for an upcoming fiscal year, Lessee agrees to notify Landlord by no later than August 1<sup>st</sup> of the calendar year in which the decision is made that it will be terminating the Lease effective September 30<sup>th</sup> of that year. Nothing in this Lease may be deemed to be binding on a future Commissioners' Court. The failure of the Commissioners' Court to appropriate monies for the County's obligations under this Lease will automatically result in the termination of this Lease. In the event this Lease is terminated for lack of funding, the provisions of Article V Sections 8 and 8A will not apply and Lessee's only remaining obligation to Lessor under this Lease will be to pay, in addition to rent owed and other charges incurred by Lessee under this Lease prior to termination, an amount to Lessor according to the formula set forth in the immediately preceding example.

Beginning with the thirty-sixth (36) month after the Date of Occupancy, this Lease may be terminated by Landlord with or without cause, or for convenience, upon ninety (90) days prior notice to Lessee and upon a date specified by Lessor. On such termination date, Lessee shall have vacated the Leased Premises and removed its personal property and other Lessee improvements in accordance with and as required by this Lease.

**II.**

**BASE RENTAL**

The Lessee agrees to pay the Lessor at the above address of Lessor as Base Rent for the Leased Premises during such Original Term the sum of **\$300,000 00**, payable in monthly rental payments of **\$5,000 00** for each and every calendar month of the Original Term. The monthly rental payments shall be paid in advance on the 1st day of each month during the term of this Lease. If the Original Term does not commence on the first day of a calendar month, Lessee will pay in advance a prorata rental for such first partial month, and if the Original Term does not end on the last day of a month, Lessee shall pay only a prorated rental for such last partial month. Lessor acknowledges payment by Lessee of the sum of **\$-0-** as advance rental and **\$-0-** as security deposit. All rental payments not timely made shall be governed by the terms and provisions of what is commonly called the "Texas Prompt Payment Act," codified at Chapter 2251 of the Texas Government Code. All rental payments and other payments payable by Lessee to Lessor shall be mailed or delivered to Lessor at the above address of Lessor or to such other person or address in such city as Lessor may direct by written notice to the Lessee. Lessee hereby waives any and all notice and demand for payment of monthly rentals due under this lease by Lessor, the due date for the payments of such monthly rentals being clearly determined and set forth in this Lease.

**III**

**UTILITIES AND SERVICES TO BE FURNISHED, PEACEFUL ENJOYMENT**

Except as expressly provided in this Lease, Lessor will, at its own cost and expense, use commercial reasonable efforts to provide to the Leased Premises, and shall pay for, all water and sanitary sewer, gas, electricity and other utilities used by Lessee in the Leased Premises and in the common areas and will save and hold Lessee harmless from any charge or liability for services for utilities which are the responsibility of Lessor under this Lease.

Lessor will provide, at its own cost and expense such heating and air conditioning for the Leased Premises and all common areas and shall use commercial reasonable efforts to maintain a comfortable temperature range (70-72 degrees for cooling and 68-70 degrees for heating) between the hours of 7 00 a m to 6 00 p m Monday through Friday and 7 00 a m to noon on Saturday, with the exception of the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day. If one of the mentioned holidays falls on a Saturday or Sunday, then Lessor at its election may observe the holiday on the weekday either preceding or following the holiday, and will notify all tenants of the Building which dates will be observed by January 31<sup>st</sup> of each calendar year in order that the tenants may advise their customers of such dates sufficiently in advance of such dates. In the event Lessee desires cooling or heating for days or hours outside of the hours immediately set forth above, Lessee will pay Lessor the sum of \$20 00 per hour for providing such additional cooling or heating services to Lessee. Lessor will also provide and maintain an elevator and daily janitorial and waste disposal services typically provided to tenants of commercial office buildings. Lessee will be responsible at its sole cost and expense for disposing, in accordance with all applicable laws and regulations, all medical waste generated by Lessee in its operation of the Care Here Clinic and pharmacy.

Lessor shall keep all mechanical equipment and other portions of the Building required to provide such utilities in a state of good repair, but failure by Lessor to any extent to furnish or any stoppage of these defined utilities and janitorial and waste disposal services resulting from causes beyond the control of Lessor or any of its agents shall not render Lessor liable in any respect for damages to either person or property, nor be construed as an eviction of Lessee nor work an abatement of Base Rent, or relieve Lessee from fulfillment of any covenant or agreement hereof. Should any equipment or machinery breakdown for any reason or cease to function properly Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate of Base Rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom. Lessor shall maintain the exterior and structural portions of the Building and the Leased Premises in a state of good repair.

Lessee shall, and may peacefully have hold and enjoy the Leased Premises subject to the other terms hereof, and provided Lessee pays the rentals herein recited and performs all of its covenants and agreements herein contained.

**IV**

**LESSEE AGREES AS FOLLOWS**

1. **PAYMENTS** To pay all rents and sums provided to be paid to Lessor hereunder at the times and in the manner herein provided.

**2 ELECTRIC CURRENTS** Lessor and Lessee anticipate that Lessee's use of the Leased Premises for its Care Here clinic and pharmacy will not require high electrical demand or other high utility consumption. Although electric current and other utilities for normal office usage for the operation of Lessee's medical Care Here Clinic and pharmacy will be supplied by Lessor as hereinabove provided, Lessee shall bear the utility costs occasioned by machines of high electrical demand or other high utility consumption required by Lessee for its use of the Leased Premises (e.g. CT Scan or MRI but not X-ray machinery) or operation of other county programs that require high electrical demand or other high utility consumption (e.g. relocation of Lessee's Information Technology Department to the Leased Premises). Should Lessee deem it advisable, Lessee may install its own electrical and other utility meters to provide such high electrical demand or other utilities. High electrical demand for the purposes of this Section 2 is defined as any use of machines, equipment or devices which causes Lessee's overall electrical demand to exceed 50 watts per square foot of Lessee's net rentable area. Lessor shall bear the cost of electricity for 50 watts per square foot regardless of the cost of 50 watts to the Lessor. For example, if 50 watts per square foot currently costs \$1.00 per watt and, in the future 50 watts per square foot should cost \$1.20 per watt, the 20% increase in cost will not be considered to be high electrical demand. But, if 51 watts per square foot are used, Lessee will be responsible for paying the cost of the additional 1 watt per square foot, to be invoiced to Lessee by separate invoice and due and payable by Lessee in accordance with the provisions of the Texas Prompt Payment Act.

**3 REPAIRS** Lessor shall be required to maintain the exterior and the interior of the Building, including the common areas and routine maintenance of the Leased Premises, in a state of good repair during the term of this Lease. Lessor shall be responsible for repairs to structural components of the Leased Premises. Lessor shall have no responsibility for the repair of the interior of the Leased Premises for damages intentionally or negligently caused by Lessee. Lessee agrees that Lessee will take good care of the Leased Premises, ordinary wear and tear excepted, and will, at Lessee's own cost and expense, repair or replace any damage or injury intentionally or negligently done to the Leased Premises or the interior of the Building caused by Lessee or Lessee's agents and employees (and by Lessee's invitees, guests and customers with respect to the Leased Premises). If Lessee fails to make such repairs or replacements in a reasonably diligent manner or within sixty (60) days of occurrence Lessor may, upon fifteen (15) days prior notice to Lessee, at its option, make repairs or replacements, and Lessee shall repay the reasonable cost thereof to Lessor on demand, subject to the provisions of the Texas Prompt Payment Act. Lessee will not commit or allow any waste or damage to be committed on any portion of the Leased Premises, and shall at the termination of this lease, by lapse of time or otherwise, deliver up the Leased Premises to Lessor in as good condition as at Date of Occupancy, ordinary wear and tear or damage caused by storm, hurricane, tornado, fire or other natural or man-made disaster or event excepted, and upon such termination of this Lease Lessor shall have the right to re-enter and resume possession of the Leased Premises.

**4 ASSIGNMENT OR SUBLETTING, ALTERATIONS AND ADDITIONS** Lessee will not assign this Lease, or allow the same to be assigned by operation of law or otherwise, or sublet the Leased Premises, or any part thereof, or use or permit the same to be used for any other purpose than stated in Section 1 of this Lease or make or allow to be made any alterations or physical additions in or to the Leased Premises without written consent of Lessor first had and obtained, which consent will not be unreasonably withheld. Any and all such alterations, physical additions or improvements when made to the Leased Premises by Lessee shall, upon expiration or early termination of the Lease, become the property of Lessor and shall be surrendered to Lessor upon the expiration or early termination of this Lease, but this clause shall not apply to movable fixtures or furniture of Lessee.

If the Leased Premises are sublet or occupied by anyone other than Lessee and Lessee is in default hereunder, or if this Lease is assigned by Lessee, Lessor may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Base Rent herein reserved. No such collection, whether or not Lessee is in default, shall be deemed a waiver of the covenant herein against assignment and subletting, or acceptance of such assignee, subtenant, or occupant as Lessee, or a release of Lessee from further performance of the covenants herein contained, or as acceptance of surrender of this Lease.

**5 LEGAL USE, VIOLATIONS OF INSURANCE COVERAGE** Lessee will not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner or extra hazardous on account of fire or permit anything to be done which will in any way increase the rate of fire insurance on the Building and or its contents, and in the event that by reason of acts of Lessee there shall be any increase in rate of the insurance on the Building or its contents created by Lessee's acts or conduct of business then Lessee hereby agrees to pay such increase or at Lessee's option discontinue such additional use of the Building.

**6 LAWS AND REGULATIONS** Lessee will keep and maintain the Leased Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use conditions or occupancy of the Leased Premises. This covenant shall not be construed to relieve Lessor of the responsibility of providing daily janitorial and

4 

waste disposal services, provided, however, waste disposal services with respect to medical waste generated by Lessee shall be performed by Lessee at Lessee's sole cost and expense

**7 LIABILITY AND INSURANCE, SUBROGATION** Except for the repair obligations of Lessor and Lessee expressly set forth in this Lease, Lessee agrees to give Lessor written notice in the event of any damage, defect or disrepair to the Leased Premises. Lessee agrees to use and occupy the Leased Premises and place its fixtures, equipment, merchandise and other property therein at its own risk and hereby releases Lessor, its partners, employees and agents from all claims for any damage or injury caused by the placement of such items in the Leased Premises to the full extent permitted by law. Lessee shall obtain such insurance it deems advisable or necessary to insure its fixtures, equipment, merchandise and other personal property against damage caused by fire, wind and hail and other perils.

Lessor agrees to take out and maintain at all times during the Lease term a policy of fire and extended coverage, windstorm and hail and flood covering the Building. Such policy shall contain a replacement cost endorsement (Texas Standard Form 164). If insurance can't be obtained for replacement cost due to maximum limits being imposed (for example, flood and wind insurance), then Lessor shall only be obligated to take out and maintain such maximum insurance as is available to the owners of commercial buildings but there will be no obligation upon Lessor to obtain surplus line coverage.

Lessor also agrees to take out and maintain at all times during the Lease term third party general liability coverage of one (\$1) million combined single limit per occurrence and two (\$2) million per aggregate with a deductible of no more than Ten Thousand (\$10,000) Dollars. The insurance will be placed with an insurer having a Best rating of no less than A-. The insurance shall also be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, Lessor will be required to purchase, at the termination of this Lease, tail coverage in the same amount for the period of Lessee's relationship with Lessor. Lessor shall obtain a written obligation on the part of each insurance company to notify Lessee at least thirty (30) days prior to cancellation of such insurance. Lessor shall furnish Lessee with certificates of insurance affecting coverage required by this insurance clause no later than the date of execution of this Lease Agreement. The certificate of coverage is to be signed by a person authorized by the insurer to bind coverage on its behalf. Lessor shall also be required to maintain annual renewals of this coverage for the term of this Lease Agreement. If Lessor shall fail to perform or cause to be performed any of its obligations under this Section, Lessee, after giving Lessor written notice of such default and opportunity to cure as provided for in Article V, Section 8 below, may perform the same and the cost thereof shall be due to Lessee upon Lessee's demand to Lessor.

Lessor acknowledges that as a governmental entity of the State of Texas Lessee is constitutionally prohibited from entering into indemnification agreements.

Lessee, as a governmental entity of the State of Texas carries no property or third party liability insurance coverage. Lessee's limits of third party liability are set forth in what is commonly called the Texas Tort Claims Act.

Nothing in this Lease Agreement shall be construed to be a waiver of Lessee's right to claim governmental immunity.

Lessee does not anticipate having to construct any major improvements (i.e. in excess of \$10,000.00) within the Leased Premises. But, should Lessee desire to construct any improvements or is obligated to make any repairs to the Leased Premises under this Lease, Lessee shall, unless waived by Lessor in writing at the time of Lessee notifying Lessor of such desired improvements, require any contractor of Lessee performing work on the Leased Premises having a contract cost in excess of \$1,000.00 to carry and maintain, at no expense to Lessor, with a deductible of no greater than \$10,000, the following insurance:

a) Commercial General liability insurance including (but not limited to) contractor's liability coverage, products and contractual liability coverage, completed operations coverage, and contractor's protective liability coverage when required, to afford protection, with respect to personal injury, death or property damage of not less than one million dollars (\$1,000,000) per occurrence combined single limit/two million dollars (\$2,000,000) general aggregate with a deductible of no more than ten thousand (\$10,000) Dollars and

b) Commercial Umbrella liability insurance with a one million dollar (\$1,000,000) per occurrence limit with a two million dollar (\$2,000,000) aggregate limit which will be excess coverage over the primary Commercial General liability, Employers liability and Commercial General Auto liability. The Commercial Umbrella policy will have a self-insured retention of no more than ten thousand dollars (\$10,000) and

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c) Commercial Automobile liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit with respect to personal injury or death and/or property damage, and

d) Worker's Compensation and Employers liability insurance providing state statutory benefits to their employees, job related accident, or job related disease in the amount of one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease policy limit and one million dollars (\$1,000,000) disease/accident each employee

The policies evidencing the insurance required to be maintained by Lessee's contractors are referred to herein as a "Required Policy" or collectively as "Required Policies." All Required Policies shall be in a form and with a company acceptable to Lessor and shall be endorsed so as to be non-cancelable with respect to Lessor and not subject to material changes or termination, except upon thirty (30) days prior written notice to Lessor given in the manner set forth below. Lessee agrees to initially deliver to Lessor a duplicate, updated original counterpart or certified copy (or, at Lessor's option a certificate of insurance) of each Required Policy at least five (5) business days prior to the commencement of any work by such contractor in the Leased Premises. Lessee shall obtain a written obligation on the part of each insurance company under a Required Policy to notify Lessor at least thirty (30) days prior to cancellation of such insurance. If Lessee shall fail to perform or cause to be performed any of its obligations under this Section, Lessor may perform the same and the cost thereof shall be deemed additional rent and be payable upon Lessor's demand in accordance with the terms and provisions of the Texas Prompt Payment Act from the date such expense was incurred by Landlord until paid.

Lessee shall not be required to furnish or cause to be furnished to Lessor evidence of the foregoing insurance coverage by its contractor(s) if the total cost of the contract for each improvement or repair does not exceed One Thousand Dollars (\$1,000.00).

Each of Lessor and Lessee waives any rights it may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, to their respective property, the Leased Premises or its contents, or to other portions of the Building arising from any liability, loss, damage or injury caused by fire or other natural disaster or man-made casualty for which property insurance is carried or required to be carried pursuant to this Lease or for which a party self-insures against such risk. The insurance policies obtained by Lessor and Lessee and any contractor of Lessee pursuant to this Lease shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party. If Lessor has contracted with a third party for the management of the Building, the waiver of subrogation by Lessee herein shall also run in favor of such third party.

**LESSEE AND LESSOR ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO HAVE THE PROVISIONS OF THIS LEASE REVIEWED BY AN ATTORNEY OF THEIR OWN CHOOSING AND THAT THEY HAVE DONE SO OR KNOWINGLY ELECTED NOT TO DO SO. EACH OF THE WAIVERS, RELEASES, INDEMNITY AGREEMENTS AND OTHER LIMITATIONS OF LIABILITY OR CLAIMS PROVIDED IN THIS SECTION 7 OR ELSEWHERE IN THIS LEASE (INCLUDING, WITHOUT LIMITATION, LIABILITY OR CLAIMS BASED ON NEGLIGENCE OR OTHER FAULT) HAVE BEEN KNOWINGLY AND INTENTIONALLY MADE AND AGREED TO BY LESSOR AND LESSEE. THIS SECTION 7 IS INTENDED TO SATISFY ANY REQUIREMENT OF LAW THAT A WAIVER, RELEASE, INDEMNITY AGREEMENT AND OTHER LIMITATION OF CLAIMS OR LIABILITY BASED ON NEGLIGENCE OR OTHER FAULT BE CONSPICUOUSLY DISCLOSED.**

8 **ENTRY FOR REPAIRS AND INSPECTIONS** Lessee will permit Lessor or its officers, agents or representatives, when accompanied with an employee of Lessee, to enter into and upon any and all parts of the Leased Premises at all reasonable hours to inspect same or clean or make repairs or alterations or additions as Lessor may deem necessary or desirable and Lessee shall not be entitled to any abatement or reduction of Base Rent by reason thereof. Notwithstanding the foregoing, Lessor shall not be required to be accompanied by an employee of Lessee in an emergency situation such as a fire or other natural or man-made disaster when the Leased Premises are damaged provided however Lessor shall give Lessee such notice as may be reasonable given the circumstances of such entry.

9 **NUISANCE.** Lessee will conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other lessee or Lessor in its management of the Building.

10 **RULES OF BUILDING** Lessee and Lessee's agents, employees, invitees, guests or customers will comply fully with all requirements or rules of the Building that are printed below, and Lessor shall at all times have the right to change such rules and regulations or to amend them in any reasonable manner as may be deemed advisable by Lessor.

for the safety, care and cleanliness of the Building and for preservation of good order therein, all of which changes and amendments will be sent by Lessor to Lessee in writing and shall be thereafter carried out and observed by Lessee

### GENERAL BUILDING RULES AND REGULATIONS

- 1 No sign, fixture, advertisement or notice shall be displayed, inscribed, painted or affixed by any lessee on any part of the outside or inside of said Building or on or about the leased premises of any lessee without written consent of the Lessor and then only of such color, size, style and material as shall be first specified by the Lessor No showcase shall be placed in front or in the lobbies or corridors of the Building and the Lessor reserves the right to remove all showcases so placed and all signs other than those above provided for without notice and at the expense of the lessee responsible for the same
- 2 All furniture, safes, weighty or bulky items and other articles shall be moved in or out, or within the Building only with the permission of and in such manner and at such times as may be approved or directed by the Building manager Lessees shall be liable for any losses, damages or injuries to persons or property in so moving the same
- 3 The Lessor retains the power to prescribe the weight and proper position of safes and other heavy equipment, and each lessee shall be responsible for all damage to the walls, floors or other parts of the Building caused by or connected with any moving or caused by any safe, furniture, boxes or bulky articles while in the Building at the lessee's insistence but no moving out shall occur without the written consent of the Lessor in each instance The leased premises of any lessee shall not be overloaded No engine or other machinery shall be put upon the premises of any lessee without the written consent of the Lessor
- 4 The sidewalks, entrances, passages, elevators and staircases shall not be obstructed by any lessee or used by any lessees for any other purpose than ingress and egress from their respective leased premises
- 5 Lessees shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map-cases etc necessary to prevent unreasonable hardship to Lessor in discharging its obligations regarding cleaning service Lessor shall not be responsible for damage or loss of lessees' carpet, draperies papers, maps, etc , from any cause, unless such damage or loss is intentionally or negligently caused by Lessor or Lessor's agents and employees
- 6 No dust, rubbish or litter shall be swept from any room into any of the corridors or public spaces, nor shall anything be thrown or emptied from any of the windows of said Building All utilities and public facilities will remain in exclusive charge of Lessor and lessees will commit no act which will be wasteful or harmful to utilities and public facilities
- 7 No room or rooms shall be used for sleeping or lodging at any time and no cooking shall be done on any leased premises No part of said Building shall be used for gambling or other unlawful practice or for any purpose that will damage any leased premises
- 8 No lessee shall install or permit the installation of vending machines, nor shall any lessee contract for personal services in the leased premises except from persons authorized by the Lessor to provide such services in the Building
- 9 Lessor shall not be responsible for the loss of any personal property of any lessee
- 10 The Lessor reserves the right to exclude from the Building all drunken or disorderly persons, idlers, solicitors and generally persons creating a disturbance and persons entering in groups such as to cause disturbance in the Building
- 11 No bicycle or other vehicle and no animal shall be allowed in any part of the Building
- 12 All glass, locks and trimmings in or upon the doors and windows, respectively, belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order under the direction and to the satisfaction of the Building manager at Lessor's expense provided however and notwithstanding the foregoing, each lessee shall be responsible at its sole cost and expense for the repair and replacement of glass, locks and trimmings within the interior of the leased premises broken by lessee or its agents, employees, customers or invitees No additional lock shall be placed upon any door without the Building

manager's written consent and upon any lessee moving from its leased premises, any such lock with the keys belonging thereto shall be delivered to the Building manager

13 No nails, hooks or stickers shall be placed by lessees in or on the woodwork, partitions, or walls, and there shall be no nailing, boring, screwing, or cutting into any woodwork, partitions or walls except in manner approved by the Building manager

14 The Building manager or his representatives, accompanied with an employee of a lessee, shall have the right at all reasonable times to enter into and upon the leased premises of such lessee to examine, inspect, and repair or protect any or all things pertaining to the Leased Premises or Building or appurtenances

15 All lessees shall secure their leased premises upon leaving by locking all doors and shall be responsible for any damage caused by lessee's failure to do so

16 Lessees and their agents, employees invitees and guests are not to injure or deface the Building nor shall they be noisy or offensive

17 No additions to or alterations in any part of the Building shall be made by the putting up or changing of any partition or partitions, door or doors, window or windows, nor shall there be any nailing or boring or screwing into the woodwork or plastering, nor painting done by any lessee If requested by a lessee, any and all additions and alterations of the leased premises shall be done by the Lessor at the lessee's expense

18 Any additional services not required by this Lease to be performed by Lessor, which a lessee requests Lessor to perform and which are performed by Lessor shall be billed to lessee at Lessor's cost plus 15%

19 Lessor reserves the right to provide in person or through its agent or nominee any and all facilities for sale of beverages or other consumable food or tobacco products in and upon the property of which the leased premises are a portion, and lessees shall not engage in the sale of such products in the above described premises

#### **BUILDING RULES AND REGULATIONS SPECIFICALLY APPLICABLE TO LESSEE**

1 With the exception of floor and desk lamps and lighting customarily used in a primary care medical facility, no permanently affixed lighting shall be used by Lessee except that provided by the Lessor, and Lessee shall not do or permit anything to be done in said Leased Premises or bring or keep anything therein which will in any way increase the rate of fire insurance on said Building or on property kept therein, or anything which will be dangerous to life or limb or which will tend to create a nuisance or injure the reputation of the Building or obstruct or interfere with the rights of other lessees, or Lessor, or in any way injure or annoy them or conflict with the laws relating to fires or with the regulations of the fire department or with any insurance policy upon said Building or any part thereof or conflict with any of the rules or orders of the board of health or with the statutes or ordinances of the state the United States or the city or use the premises for any illegal or immoral purposes No beer wine or intoxicating liquor shall be sold in the Building without the written consent of the Lessor in each instance

2 The work of the janitor or cleaning personnel shall not be hindered by Lessee after 5:30 p.m. and such work may be done at any time when the offices are vacant, with the exception of the pharmacy Other than in an emergency situation (e.g. fire or other natural or man-made conditions when the Leased Premises are damaged) no access shall be permitted to the pharmacy unless the person needing access is accompanied by an employee of Lessee Regarding janitorial services to be provided for the pharmacy Lessee shall give Lessor at least twenty-four (24) hours prior notice of Lessee's desire to have the pharmacy cleaned, and Lessor and Lessee shall mutually agree to a day and time for such cleaning when a representative of Lessee will be present in the pharmacy and a member of the janitorial crew will be available The windows, doors and fixtures, except those located in the pharmacy, may be cleaned at any time



**LESSOR AND LESSEE MUTUALLY AGREE AS FOLLOWS**

**1 LOSS OR DAMAGE** Lessor shall not be liable or responsible for any damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection war, court order requisition or order of governmental body or authority, or other matter beyond the control of Lessor or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make any such repairs, or from any cause whatever, except to the extent caused by Lessor's or Lessor's agents or employees negligence or gross negligence (and in such instance subject to the provisions of Article IV, Section 7, "Liability and Insurance Subrogation")

**2 LIEN FOR RENT INTENTIONALLY DELETED**

**3 CONDEMNATION** If the Leased Premises or any part thereof or any estate therein be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking and neither party shall have any further rights, duties or obligations under this Lease other than those that expressly survive any expiration or termination of this Lease. The Base Rent, and any additional rent shall be apportioned as of said termination date and any rent paid for any period beyond said date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award of such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

**4 HOLDING OVER** In case of holding over by Lessee after expiration or termination of this lease, Lessee will continue to pay Lessor, on a month to month basis the monthly Base Rent payment of \$5,000 per month. No holding over by Lessee after the term of this Lease, either with or without consent and acquiescence of Lessor, shall operate to extend this Lease for a longer period than one month, and any holding over with the consent of Lessor in writing shall thereafter continue this Lease on a month to month basis.

**5 FIRE CLAUSE; DESTRUCTION** In the event of a fire in the Leased Premises, Lessee shall immediately give notice thereof to Lessor. If at any time during the Original Term (or the Extension Term, if exercised), the Leased Premises, the Building, or any portion of the Leased Premises or the Building should be destroyed or damaged by hurricane, storm, fire or other natural disaster or man-made casualty, Lessor shall have the election to repair and reconstruct the damaged portion of the Leased Premises and/or the Building or alternatively, to cancel this Lease. Lessor will notify Lessee of its election within thirty (30) days after receipt of written notice from Lessee of such damage or destruction. If Lessor elects to terminate this Lease, Lessor will refund, on a pro-rata basis, to Lessee within thirty (30) days of the date of notice of termination, any rentals prepaid by the Lessee for the month in which the Lease is terminated. In the event Lessor elects to repair and restore the Leased Premises or the Building, this Lease shall continue in full force and effect, and such repairs will be made by Lessor within a reasonable time, subject to delays caused by governmental restrictions or prohibitions including administrative delays in obtaining building permits, strikes, lockouts, shortages of labor or material, acts of God, war or civil commotion, terrorist acts, fire, unavoidable casualty, inclement weather or any other cause beyond the control of Landlord (all of the aforesaid causes for delay being herein sometimes referred to as "**Force Majeure**") Base Rent shall abate proportionately during the period of restoration and repair to the extent that the Leased Premises are unfit for use by Lessee and not actually used by Lessee in the ordinary course of its business. Lessee shall diligently proceed to repair and/or replace its furniture equipment and other personal property located within the Leased Premises and re-open for business immediately after Lessor has re-rendered the Leased Premises to Lessee with the portions repaired/rebuilt by Lessor. In the event Base Rent has abated due to a casualty, such abatement shall cease upon the earlier of the following to occur: (i) Lessee's re-opening for business in the affected portion of the Leased Premises or (ii) thirty (30) days after Lessor's re-rendering of the Leased Premises to Lessee with the Leased Premises repaired.

**6 ENFORCEABILITY CLAUSE, TITLES CLAUSE** This Lease contains all of the agreements between Lessor and Lessee and this Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto. This Lease has been designed to be used in various states and in the event any word, phrase, sentence or paragraph of this Lease is construed to be unconstitutional or unenforceable under the controlling law, the remainder of this Lease shall remain in full effect as though such enforceable clause was deleted therefrom. Paragraph titles used in this Lease are for reference only and are not to be construed as governing the construction of the specific provisions in this lease. This Lease shall be construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County, Texas.

**7 SUBORDINATION CLAUSE** The Lease is subject and subordinate to all present or future mortgages and/or Deed of Trust liens which may now or hereafter affect the real estate of which the Leased Premises form a part, and to all renewals and extensions thereof. Lessee shall execute promptly any requisite appropriate certificate or subordination agreement that Lessor may request from time to time to confirm such subordination and in furtherance of

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this covenant provided, however, that any future mortgagee and/or holder of Deed of Trust liens shall, as long as Lessee is not in violation of any terms and conditions of this Lease, acknowledge the validity of this Lease and the right of Lessee to continue to occupy the Leased Premises in accordance with the terms and conditions of this Lease

**8 ABANDONMENT, DEFAULT BY LESSEE AND LESSOR'S REMEDIES** Subject to Lessee's right to terminate this Lease early or for non-appropriation of funds or Lessor's default as herein provided, Lessee covenants that Lessee will not vacate or abandon the Leased Premises at any time during the Original Term (or the Extension Term if exercised), but if Lessee nevertheless abandons or vacates the Leased Premises during the Original Term (or the Extension Term, if exercised) for any reason other than as permitted by this Lease Lessor shall have no obligation to retake possession of the Leased Premises but may allow same to remain vacant with no obligation to relet, in which event Lessee shall remain fully liable hereunder including but not limited to, the obligation for the payment of Base Rent as herein specified as well as any other payment required of Lessee hereunder It is understood and agreed, however, that in the event the Leased Premises be abandoned or vacated by Lessee for any reason other than as permitted by this Lease, Lessor shall have the right, but not the obligation, to relet the Leased Premises or any portion thereof for the remainder of the period covered hereby (the Original Term or the Extension Term, if exercised) or any portion thereof, and if the monthly rent received through such reletting or series of relettings is not at least equal to the rent provided for hereunder, Lessee shall pay and satisfy any deficiencies between the amount of the Base Rent called for and actually received in accordance with the provisions of Section 8 A of this Lease Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor Such deficiency shall be calculated and paid monthly and in accordance with the provisions of the Texas Prompt Payment Act It is agreed and understood that no such reentry or taking possession for the purposes of reletting by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such termination be given to Lessee in clear and unequivocal language to that effect

In the event Lessee (a) subject to Lessee's right to terminate this Lease early or for non-appropriation of funds or Lessor's default as herein provided, abandons or vacates the Leased Premises, or (b) fails to timely pay the Base Rent or any other amount prescribed herein or any installment thereof, or (c) fails to keep or perform any other term covenant or condition of this Lease, or (d) institutes voluntary bankruptcy proceedings or is adjudicated to be bankrupt or makes an assignment for the benefit of its creditors, or (e) execution is issued against Lessee, or (f) the interest of Lessee hereunder passes by operation of law to any other person or entity than Lessee, it being agreed that each of the foregoing acts and omissions of Lessee or occurrences shall constitute an act of default and breach of this Lease, then Lessor may, without notice in case of (a), and after thirty (30) days written notice to Lessee in the event of (b) or (c) and Lessee fails to fully cure said default or defaults within such period of time, and immediately upon written notice to Lessee in case of (d), (e) or (f), reenter or at any time thereafter, reenter the Leased Premises and remove all persons and property therefrom with legal process, and without prejudice to any of Lessor's other legal rights, and all claims for damages by reason of such reentry are expressly waived, as also are all claims for damages by way of distress warrant, attachment or sequestration which Lessor may employ to recover said rents or possession of the Leased Premises, and Lessor shall have the right (but not the obligation) to terminate this Lease or, without terminating this Lease, to relet the Leased Premises and if the monthly rent received through such reletting or series of relettings is not at least equal to the Base Rent provided for hereunder, Lessee shall pay and satisfy any deficiency between the amount of rent called for and that actually received through such reletting provided, however, the maximum amount that can be recovered by Lessor shall be as provided for in Section 8 A below Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor on the last of each month in which such rental payments are payable hereunder Such deficiency shall be calculated and paid monthly and in accordance with the terms and provisions of the Texas Prompt Payment Act It is agreed and understood that no such reentry or taking possession and/or reletting by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such termination be given to Lessee in clear and unequivocal language to that effect or unless the termination thereof be decreed by a court of competent jurisdiction Notwithstanding any such reentry and reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach Nothing herein shall be construed as in any way denying Lessor the right in the event of any of the above mentioned defaults or breaches of this Lease by Lessee, to treat the same as an entire breach of this Lease and at Lessor's option immediately or any time thereafter to sue for the entire breach of this Agreement and for any and all damages which Lessor may have suffered thereby

In the event Lessor elects to terminate the Lease by reason of any default or breach thereof by Lessee, then notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor damages as provided for in Section 8 A below

It is understood and agreed that in the event Lessor elects to reenter and relet the Leased Premises as herein provided or alternatively terminates this Lease, then, in any such event, Lessor shall have the right and is hereby authorized to alter the locks and other security devices at the Leased Premises, and to remove all of the supplies, chattels, furniture, fixtures, and other property owned or placed by Lessee in or about the Leased Premises (other than for

pharmaceuticals, which may be removed only by Lessee) and store same in any other place, for the account and at the expense and risk of Lessee, and further, Lessor may at its sole option and discretion, after giving Lessee thirty (30) days written notice of sale by certified mail addressed to Lessee, as herein elsewhere provided, proceed to sell all or any part of said property at private or public sale or auction (at Lessor's sole discretion) for cash and for such amount as is deemed fair and reasonable by Lessor in its sole discretion and without need for appraisal and without further notice, applying the proceeds of such sale to the payment of all amounts payable or to become payable to Lessor with the balance, if any, payable to Lessee, and any such property not purchased at such public sale or auction may be destroyed or disposed of by Lessor in any manner that Lessor may desire. Lessee hereby further agrees that no such alteration of locks or other security devices and the removal or other exercise of dominion by Lessor over the property found in the Leased Premises shall be deemed unauthorized or constitute a conversion, Lessee hereby consenting to the aforesaid exercise of dominion over said property. Lessee further waives all claims for damages by reason of Lessor's reentry and/or repossession and/or alteration of locks and other security devices, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Lessee agrees that any reentry by Lessor may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings as Lessor may elect and Lessor shall not be liable in trespass or otherwise.

It is agreed and understood that in the event that Lessee is sixty-one (61) or more days delinquent in its rentals to the Lessor in whole or in part, then the Lessee hereby consents to and does hereby grant Lessor the right to change the door locks or other security devices providing entrance to the Leased Premises. Any election by the Lessor to pursue this form of remedy in its efforts to collect any outstanding rentals shall not be deemed a waiver of any other right or remedy herein provided nor shall it operate as any surrender or termination of this Lease. Lessee further waives all claims for damages by reason of the Lessor's alteration of the locks or other security devices. Notwithstanding anything to the contrary, when such door lock or security device is altered or changed under the circumstances for failure to pay rent a written notice shall be left on the Lessee's front door describing where the new key may be obtained during Lessor's normal business hours and describing the name of the individual who will provide the Lessee with such key, and such key shall be provided regardless of whether the Lessee then pays those rentals.

In the event Lessor elects to relet the Leased Premises or any portion thereof pursuant to the terms hereof, Lessor may do so for such term or terms and at such rental or rentals and for such purpose or purposes and upon such other terms and conditions as Lessor in Lessor's sole discretion may deem advisable and Lessor may subdivide and make alterations and repairs to the Leased Premises as deemed appropriate in connection with any such reletting.

In the event Lessor elects to relet the Leased Premises or any portion thereof pursuant to the terms hereof, it is agreed and understood that in no event shall Lessee be entitled to any excess of rent obtained by reletting over and above the Base Rent.

Exercise by Lessor of any one or more remedies hereunder granted or otherwise available (all such remedies until termination being cumulative) shall not be deemed to be an acceptance of surrender of the Leased Premises by Lessee whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement executed and acknowledged by Lessor and Lessee. In addition to the remedies set forth in this Section 8 and Section 8 A, Lessor shall also be entitled to exercise such other rights and remedies which may be available to Lessor at law or in equity.

If Lessee should fail to make any payment or cure any default hereunder within the time herein permitted, Lessor, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Lessee (and enter the Leased Premises for such purpose), and thereupon Lessee shall be obligated to, and hereby agrees to pay Lessor in accordance with the provisions of the Texas Prompt Payment Act, all costs, expenses and disbursements (including reasonable attorneys fees)-incurred by Lessor in taking such remedial action.

In the event of any default by Lessor Lessee's exclusive remedy shall be either an action for damages (Lessee hereby waiving the benefit of any laws granting it a lien upon the property of Lessor and/or upon rent due Lessor) or immediate termination of this Lease without further obligation of any kind to Lessor but, prior to any such action Lessee will give Lessor and each mortgagee or beneficiary of a deed of trust who has a lien against any portion of the Building and whose name and address has been provided in writing to Lessee, written notice (such mortgagee or beneficiary being herein called a "Specified Lender") specifying such default with particularity, and Lessor shall thereupon have ten (10) days in which to commence the cure any such default. If the default or omission complained of is of such a nature that it cannot be completely cured within such ten (10) day period such default nevertheless shall not be enforceable against Lessor if Lessor shall have begun curing it within the ten (10) day period and shall with reasonable diligence and in good faith proceed to remedy it. Unless and until Lessor fails to so cure any default after such notice Lessee shall not have any remedy or cause of action by reason thereof. All obligations of Lessor hereunder will be construed as covenants not conditions and all such obligations will be binding upon Lessor only during the period of its possession of the Building and not thereafter. Any attempt by Lessor to cure any claimed default shall not



be an admission by Lessor of the existence of any default. Any Specified Lender shall be entitled to cure (but shall have no obligation to cure) any such failure on behalf of Lessor within the same time period afforded Lessor, and Lessee's failure to give a Specified Lender notice shall render any notice of default given to Lessor ineffective. For the purposes of complying with the provisions of this paragraph, as of the date of this Lease, the current beneficiary of a deed to trust on the Building is Aviva Life and Annuity Company, whose address for the purposes hereof is 215 10<sup>th</sup> Street, Suite 1000, Des Moines, Iowa 50309.

The term "Lessor" shall mean only the owner for the time being of the Building, and in the event of the transfer by such owner of 100% of its interest in the Building, such owner shall thereupon be released and discharged from all covenants and obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership, and Lessee shall be bound to such new owner. In addition, Lessee specifically agrees to look solely to Lessor's interest in the Building for the recovery of any judgment from Lessor, it being specifically agreed that Lessor's personal liability to any Lessee in any suit shall be expressly limited to Lessor's interest in the Building, and Lessee agrees that no judgment may be satisfied out of and Lessee will not look to any other assets of Lessor or any partner, shareholder, officer, director or member of Lessor other than Lessor's interest in the Building. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Lessee might otherwise have to obtain injunctive relief not involving monetary damages against Lessor.

The terms and provisions of this Section 8 control and govern over any contrary provision contained in Section 93.002 of the Texas Property Code, as same may be amended from time to time.

**8 A LESSEE'S DEFAULT AND LIMITATION ON DAMAGES** If Lessor exercises its rights and remedies under Section 8 above, it is expressly understood and agreed that Lessee shall be liable for, and Lessor shall be entitled to collect from Lessee, the sum of all Base Rent and charges equivalent to rent and all other indebtedness accrued to the date of any termination of this Lease plus all damages resulting from the breach, including all expenses of Lessor incurred by or in connection with any re-letting of all or any portion of the Leased Premises (including but not limited to, brokers' fees incurred by Lessor in connection with re-letting the whole or any part of the Leased Premises, the costs of remodeling and storing Lessee's or other occupant's property, the costs of altering, remodeling, or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants), PROVIDED, HOWEVER, IN ALL SUCH INSTANCES Lessee's maximum liability for damages shall be as follows:

A. If the default occurs in months 1 through 26 of the Original Term, Lessee's maximum liability will be limited to \$146,540 less \$5,000.00 per month for each month Base Rent was paid. As an example, if the default occurred in month 4 and Lessee had paid Base Rent in the amount of \$5,000.00 for the first 4 months of the Original Term, Lessee's maximum liability would be \$126,540.00 [ $\$146,540 - (4 \times \$5,000.00)$ ].

B. If the default occurs in months 27 through 36 of the Original Term, Lessee's maximum liability will be limited to \$16,540.00 reduced by \$1,790.00 for each of months 27 through 36 for which Base Rent in the amount of \$5,000.00 was paid. As an example, if the default occurred in month 29, and Lessee had paid Base Rent in the amount of \$5,000 for months 27 and 28, Lessee's maximum liability would be \$12,960.00 [ $\$16,540.00 - (2 \times \$1,790.00)$ ].

C. If the default occurs in month 37, Lessee's maximum liability will be limited to \$413.00.

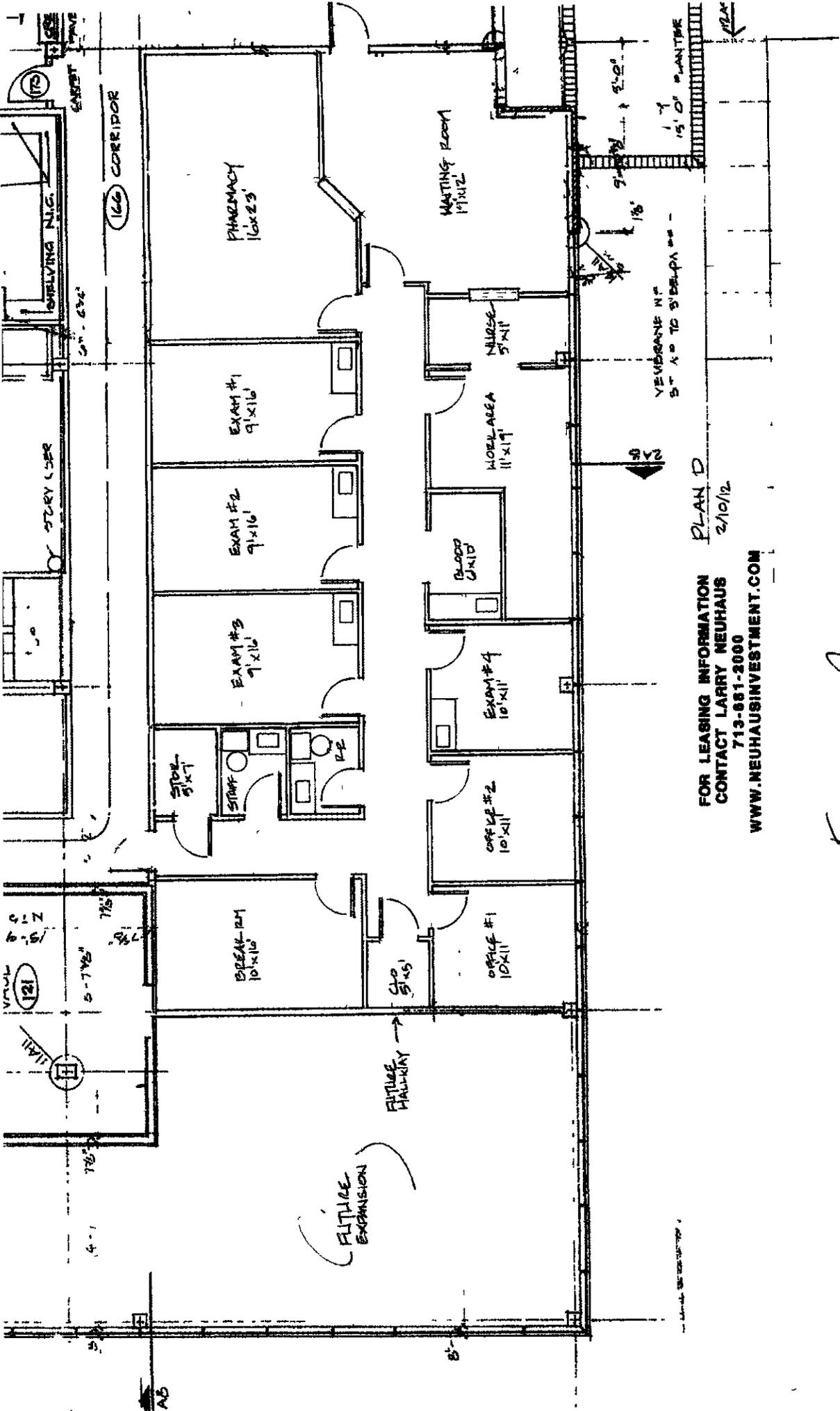
D. From and after month 37, Lessee shall have no liability in the event of its default under this Lease.

Any amount received by Lessor from a re-letting of all or any portion of the Leased Premises shall be used to offset any amount of damages owed by Lessee to Lessor pursuant to the terms of this Section 8 A.

**9 WAIVER** Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

**10 POSSESSION** In the event the Leased Premises covered by this Lease are not ready for occupancy by the Date of Occupancy for any reason or cause, Lessor shall not be liable or responsible for any claims, damages, or liabilities in connection therewith or by reason thereof, and this Lease shall be effective only from the time that the Leased Premises have been prepared and are ready for the occupancy of Lessee, which date shall be the Date of Occupancy of the term of this Lease, and in such event, rental under this Lease shall not commence until said revised Date of Occupancy, and the stated term in this Lease shall thereupon commence and the expiration date shall be extended so as to give effect to





PLAN D  
2/10/12

FOR LEASING INFORMATION  
CONTACT LARRY NEUHAUS  
713-681-2000  
WWW.NEUHAUSINVESTMENT.COM

EXHIBIT A

AGENDA

ITEM

#23a



**COUNTY of GALVESTON  
HUMAN RESOURCES**

Jan Piveral, SPHR  
Human Resources Director

July 12, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the July 24, 2012 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Senior Deputy District Clerk-District Clerk submitted by Human Resources Director

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 6/29/12 DEPARTMENT REQUESTING EXEMPTION District Clerk

DATE JOB WAS VACANT 6/22/12 4PP END DATE 8/31/12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST SR Deputy District Clerk POSITION # 47

BUDGETED POSITION Y

SALARY GRADE-STEP BA SALARY \$ 30,000 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB This position is responsible for providing advanced clerical customer service support

JUSTIFICATION FOR EXEMPTION It is necessary to fill position asap to ensure critical operations.

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 ~~7-10-12~~ 7-24-12

APPROVED \_\_\_\_\_

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? YES

WHO WILL APPEAR Mrs McCoy



## Senior Deputy District Clerk

District Clerk

\$30,066

### JOB SUMMARY

This position is responsible for providing advanced clerical and customer service support for the operations of the District Clerk's Office

### MAJOR DUTIES

- Directs front-line customer service, retrieves and reviews case files, determines customer requests
- Screens incoming documents and determines proper document handling methods
- Reviews the work of junior personnel to ensure accuracy and completeness
- Records incoming documents
- Locates files and other volumes for court proceedings
- Receives daily cash and check payments, posts to accounts, balances cash daily
- Processes child support payments, maintains child support accounts
- Processes passport applications, collects related fees
- Makes certified and non-certified copies
- Accepts and prepares exhibits for storage
- Completes record searches
- Performs related duties

### KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the District Clerk's Office policies and procedures
- Knowledge of modern office procedures
- Knowledge of computers and job-related software programs
- Knowledge of generally accepted accounting principles
- Skill in the analysis of problems and the development and implementation of solutions
- Skill in the provision of customer services
- Skill in oral and written communication

### SUPERVISORY CONTROLS

The supervisor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

### GUIDELINES

Guidelines include department policies and procedures. These guidelines require judgment, selection and interpretation in application.

### COMPLEXITY/SCOPE OF WORK

- The work consists of related customer service and clerical duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to participate in the provision of clerical and customer service support for office operations. Success in this position contributes to the efficiency and effectiveness of office operations.

**CONTACTS**

- Contacts are typically with co-workers, other county personnel, court personnel, and members of the general public
- Contacts are typically to provide services, to give or exchange information, or to resolve problems

**PHYSICAL DEMANDS/ WORK ENVIRONMENT**

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, or stooping
- The work is typically performed in an office

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY**

None

**MINIMUM QUALIFICATIONS**

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent
- 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 of having had a similar position for one to two years

**PAY GRADE AND FLSA STATUS**

- Pay Grade 12                      FLSA Status Non-exempt
- Date Created \_\_\_\_\_ Approved by \_\_\_\_\_
- Date Revised \_\_\_\_\_ Approved by \_\_\_\_\_

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418

---

**Branch, Katherine**

**From** McCoy, Wes  
**Sent** Friday, June 29, 2012 9:43 AM  
**To** Piveral, Jan, Branch, Katherine  
**Cc** Glenn, Doryn  
**Subject** Request for Exemption to Hire

**Importance** High

Jan,

Position #47 (12-A/\$30,066.00 annually) was vacated by Elizabeth Ratliff with her last day in the office being June 22, 2012. We are requesting an exemption to the 4 pay period rule so that we can hire on Position #47. We plan to hire Polly Scott to the position who has prior work experience in the District Clerk's Office. Ms. Scott should be reporting to your office sometime today to conduct her background check.

**Justification:** It is necessary to fill the position as soon as possible to ensure critical operations within the office are sustained.

Thank you for your assistance in this regard, please contact me should you have any questions.

Wes

Wes McCoy  
Chief Deputy District Clerk  
Justice Center, 600 59th Street, Suite 3001  
Galveston, Texas 77551  
409-766-2464  
[wes.mccoy@co.galveston.tx.us](mailto:wes.mccoy@co.galveston.tx.us)

**DORYN DANNER GLENN**  
DISTRICT CLERK  
COUNTY OF GALVESTON

AGENDA

ITEM

#24a



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

Date of Request	7/17/12	Department:	Information Tech				
Renewal Contract	No	Orgkey:	3100159126	Object Code:	5754100		
Contract Start Date	9/17/2012	Vendor:	Sungard				
Contract End Date	9/20/2013	Vendor No	707408	Contract No			
Description	SOW and Quote for IFAS upgrade to One Solution						
Contract # Issued By Purchasing		CM12198		Requested Legal Review		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
IFAS 7i Conver	5754100	\$253,324 00	253,324 00				
Totals		253,324	253,324	-	-	-	-
Total Cost	253,324						

Approved By	Date	Signature
Department Head		
<i>Mark Waring</i>		
Assistant Purchasing Agent	07/19/2012	Erin G. [Signature], CPPB
County Legal	7/19/12	[Signature]
Contract listed in Budget Documentation (Yes/No) <input checked="" type="checkbox"/>		
County Budget Office	3/19/2012	[Signature]

<b>SunGard Public Sector Quote</b>									
<b>Customer Name</b>		County of Galveston							
<b>Address</b>		722 Moody St , Suite #220							
<b>City, State, Zip</b>		Galveston, TX 77550							
<b>Customer Contact</b>		Rebecca Galindo							
<b>SunGard Public Sector Contact</b>		Brian Baker							
<b>Quote Date</b>		May 16, 2012							
<b>Quote Expiration</b>		August 15, 2012							
Product/Services	License	Maintenance	Training		Configuration/ Conversion/ Development		Additional Services		
			Hours	Cost	Hours	Cost	Hours	Cost	
<b>Third Party Product</b>									
- ONESolution Finance Core (OS-FCOREIF)	\$20,400	\$4,080							
- ONESolution Reporting & BI Core (COGNOS) - (OS-BICOREIF)	\$18,000	\$3,600							
- Cognos Training - Provided by Data Clarity				\$9,725					
- Cognos BI Advanced Business Author Bundle (OS-Q8-AB5) (5-Users)	\$5,200	\$1,225							
<b>Training/Configuration - Upgrade to ONESolution v10 x</b>									
- Overview Training			106	\$16,960					
- Workflow Training Onsite (2 Weeks)			64	\$10,240					
- Security Training & Configuration Onsite			24	\$3,840					
- Custom Business Rules Training			8	\$1,280					
- Time Card Online Implementation			12	\$1,920	16	\$3,200			
- Position Budgeting Implementation			96	\$15,360					
- CDD Report Development					80	\$16,000			
<b>Business Process Review</b>									
- HR/PY								40	\$9,000
- Financials								40	\$9,000
<b>Installation Services 7 6 Unix to SQL Migration</b>									
- Installation and Initial Data Migration								92	\$16,100
- Cognos Server Install								8	\$1,400
- SA/DBA Training								24	\$4,200
- Mock Data Roll								40	\$7,000
- Final Data Roll and Go Live								40	\$7,000
- Test Account Creation								incl	
- Weekend Uplift								incl	
<b>Funded Development</b>									
- Payroll Prelist Modification					40	\$8,000			
- 3rd Party Checkwriter Modification					40	\$8,000			
- Bank Reconciliation Interface Modifications					32	\$6,400			
- Budget Item Detail Modifications									
- Additional Miscellaneous Fields					20	\$4,000			
- OnBase Interface					80	\$16,000			
<b>Remote Project Management</b>								Fixed	\$26,194
<b>Totals</b>	<b>\$43,600</b>	<b>\$8,905</b>	<b>310</b>	<b>\$59,325</b>	<b>308</b>	<b>\$61,600</b>	<b>284</b>	<b>\$79,894</b>	
License Fees	\$43,600								
Fixed Fee Professional Services	\$26,194								
Maintenance	\$8,905								
Professional Services	\$174,625								
<b>Total Amount of Quote</b>	<b>\$253,324</b>								

**SUNGARD**  
PUBLIC SECTOR

This Quote constitutes an Amendment to the existing Contract and Agreement by and between SunGard Public Sector and Customer. Except as otherwise provided herein, all terms and conditions of the existing Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License Agreement by and between the parties hereto.

Notwithstanding anything to the contrary, actual costs for professional services will not exceed \$200,819.00 based on the professional services selected by Customer at the time of the execution of this Quote, unless additional services are necessitated by changes to the scope of the project (as defined in the SOW) by Customer, if Customer chooses additional services, software or hardware following the execution of this Quote, or if Customer otherwise fails to cooperate with SunGard Public Sector and/or perform its responsibilities as reasonable required through the course of the project.

The Software or "Licensed Systems" licensed by SunGard Public Sector are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Systems from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers F O B SunGard Public Sector's place of shipment, the Licensed Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply. Before signing this Quote, please contact your Client Success Executive if you are not certain which products are provided by a third party.

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products (Informix) until receipt of written notice of termination at least thirty (30) days prior to the expiration of the third party product then-current term.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Except when specified as fixed fee services above, pricing for professional services is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Services provided herein shall be as more fully described in that certain Scope of Work "ONESolution/SQL Migration" attached hereto as Exhibit A.

As per the project plan, the project commences with the install on 9/17/12 with a project closure date of 9/20/13. This timeframe is based on the County following the assumptions as put forward in the Statement of Work.

Payment Terms are as Follows:

To the extent the terms and provisions of what is commonly called the Texas Prompt Payment ACT conflicts with the payment terms set forth below, the terms and provisions of the Texas Prompt Payment Act shall control. License, Project Management, Hardware and Third Party Software Fees are due upon execution of this Quote. Installation is due upon completion. Custom Modifications, Conversion, Hardware and Third Party Software Implementation is due 50% on execution of this Quote, and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Training and Travel/Living expenses are due as incurred monthly. Any shipping charges shown are estimated only - actual shipping charges will be due upon delivery.

SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be upon mutual agreement of the parties for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third Party Application Annual Support Fees - payment terms shall be as provided by the Third Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.

Please indicate that your purchase is per the terms and conditions of this proposal dated

May 16, 2012

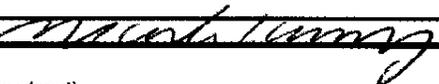
Authorized Signer Name (print)

**Mark Henry, County Judge**

Authorized Signer Phone Number (print)

**(409) 762-8621**

Authorized Signature



Date

7/24/12

Authorized Signer Name (print)

Authorized Signer Phone Number (print)

Authorized Signature

Date

**SUNGARD PUBLIC SECTOR**

# **SCOPE OF WORK**

## **ONESolution/SQL Migration**

**Prepared for**

**County of Galveston, TX**



**5/30/12**

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# **1 EXECUTIVE SUMMARY**

## **1.1 INTRODUCTION**

This document contains the approach and Statement of Work (SOW) for the definition, configuration, and deployment of the software and services for the Finance migration from IFAS 7.6 to ONESolution 11.10 for the County of Galveston, TX. SunGard Public Sector will assist the County of Galveston with the migration.

## **1.2 SCOPE OVERVIEW**

The scope of this project will include a migration to SQL Server and an upgrade to version 11.10 of SunGard Public Sector's ONESolution Financial software. Through a series of defined deliverables, and milestone achievements, the County will achieve this goal.

## **1.3 PROJECT GOALS**

- a) Utilize the functionality provided by existing applications and provide a platform for future improvements
- b) Improve current business processes
- c) Provide user friendly reporting tools, enabling users to extract needed data to other desktop applications
- d) Accomplish the above goals with minimal customization of commercial software

## 1.4 ASSUMPTIONS

It is assumed that

- a) County will make resources available to assist with preliminary data validation during the initial Installation and Initial Data Migration and subsequent Mock Migration of Data
- b) Staff with the appropriate skills and experience will be furnished by SunGard Public Sector for each Consulting Session or other review activities, whether onsite or conducted remotely
- c) The County will provide an adequate workspace for each onsite SunGard Public Sector consultant, with access to a desktop workstation, network, telephone and close proximity to the County Project Team. Adequate breakout and conference space will also be provided
- d) When SunGard Public Sector is onsite, the County Project Team should ideally be located near the SunGard Public Sector project members to facilitate good communication and coordination amongst the team members
- e) Adequate training space will be provided by the County for training throughout the project. The training room will consist of at least six (6) fully functioning networked computers, meeting at least the County's minimum of hardware standards
- f) All software failures, or data issues found—whether by SunGard Public Sector or the County will be logged into the Issues Log as described in the OnTrack Implementation Methodology
- g) The County will make the County's Project Team members available for meetings, consulting and training sessions, discussions and conference calls upon request by SunGard Public Sector. County Project Team members will respond to information requests by SunGard Public Sector staff not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project
- h) SunGard Public Sector will make SunGard's Project Team members available for meetings, consulting and training sessions, discussions and conference calls upon request by the county as per the project plan. SunGard Public Sector project Team members will respond to information requests by County staff not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project
- i) Whenever possible, County and SunGard Public Sector may consider alternative meeting options such as WebEx, Video Conferencing, Remote Desktop and Conference Calls. Making use of this technology will help in reducing travel and expense costs

## 2 Implementation

### 2.1 Implementation Approach – OnTrack Implementation Methodology

This section presents an overview of SunGard’s Implementation Methodology and Approach, OnTrack, which is also a basis for the project plan structure

The “OnTrack Implementation Methodology” information contained in this section is to be considered confidential and proprietary information, subject, however, to such disclosures as are required by what is commonly called the Texas Open Records Act

We have performed many ONESolution software implementations and have used this experience to construct our proprietary OnTrack Implementation Methodology. Our experience has shown us that successful software implementations are due to a combination of the capability of the software, quality and commitment of the people involved, and the effectiveness of the implementation methodology. Each of these is a critical component to successful software deployment and use, the methodology used to implement software is the key factor in mitigating risk and achieving a successful implementation.

We have put great effort into developing OnTrack, which we believe is the most comprehensive approach to a successful implementation you will find anywhere. It is an effective approach to your ONESolution implementation because it has been structured with several key goals in mind:

- Clarity of overall direction and alignment with County outcome expectations
- Clarity of detailed activities, deliverables and roles – both in purpose and function
- Confidence of success through organization, thoroughness and early accomplishments
- Establishment of a partnering relationship
- Reliance on best practices developed from past implementations
- Assurance of attaining quality functionality, on time and on budget
- Achievement of knowledge and ownership transfer
- Fulfillment of expectations through agreed, measurable achievements

OnTrack is organized around Stages (Time Periods) and Tracks (Aspects of Work)

#### 2.1.1 Stages

The following five stages correlate to the basic activities over the implementation timeframe from contract signing through go-live:

**Plan** – All of the work to establish the basic infrastructure and confirm general scope is accomplished in the Plan stage. This includes establishing the project plan and project team, confirming resources and client site facilities, ordering and constructing the technical system (hardware, software, etc.), confirming the expected use of software functionality, identifying all of the development programming work to be done and performing initial consulting. During this stage a project summary document will be produced detailing how the implementation project will be kept on track. Metrics will also be identified and agreed to as an objective method to measure achievement of expected County outcomes.

**Prepare** – Key requirements decisions will be processed, confirmed, and reviewed in the Prepare stage. The technical system will be put in use at the client site and tested for basic operational capacity. The functional business requirements will be understood, with decisions made as to how the software will be configured. Some core items will be configured. Detailed specifications for each development item included in the development scope will be produced, giving clear direction to programmers. Planning will begin for developing an end-user training program, including materials and a general training

schedule. The project management team will continue to maintain tools established in the Plan stage to keep the project on track.

**Execute** – The team will be making change happen during the Execute stage. The functional team will be configuring modules to perform functionality as identified in the Prepare stage, and each module will be tested within itself to ensure functionality meets requirements (unit test). The technical team will be reinforcing procedures to refresh and restore data, manage database versions, etc. Project management will pay particular attention to organizational preparedness, a cutover plan, and the many detailed configuration items that are being finalized. The training team will finish end-user training materials and schedule the initial classes, with the goal of getting end users on track with ONESolution.

**Confirm** – Final preparation is being made by all teams for go-live in the Confirm stage. Integration testing is following up the unit testing that was performed in the Execute stage – integration testing will test functionality between modules as determined by the flow of your organization’s business processes. The functional team will also provide you with everything you will need to receive excellent service from the Help Desk for go-live and beyond.

Training will be delivered to end users to ensure they know how to do their jobs in the new system. The technical team will be supporting many project team requirements, such as refreshing training data, installing software on all end-user PCs and ensuring printers are functioning properly. Project management will be overseeing a host of final tasks, including a detailed two-week cutover plan, to ensure the go-live date is kept on track.

**Support** – The activities that occur after go-live to ensure the system runs effectively take place during the Support stage. Functional consultants will continue to support your team through specific first time uses of the software, such as your first check run and your first close. The technical team will monitor the performance of your system in its first month of production, paying particular attention to database performance. The development team will be available for any assistance as your forms and reports are used in production. Project management will focus on the issues log to tackle any unexpected production issues that arise – although these should be minimized by the thorough integration test in the Confirm stage. Perhaps most importantly, you will begin to use SunGard Public Sector’s Help Desk services, which will guide you to any additional services you need during production to keep you on track.

## 2.1.2 Tracks

The following five tracks represent work tracks that run throughout the project with specific deliverables at each stage.

**Project Management** – Throughout the project, the project management track team will keep the project organized, on schedule and on budget. A series of project management tools are provided to assist your project manager in leading the project effort, including high level and detailed project plans, an issues log, a project team organization chart and a comprehensive project communication plan that addresses the communication needs for every internal and external stakeholder. OnTrack also includes a change management plan to assess your organization’s readiness for change and provide sufficient preparation. A detailed budget tool is provided to ensure your project stays on budget. Finally, at key milestones, a stage’s deliverables will be compiled together to give you a complete project summary document.

**Technical** – The first activities to be performed for your implementation will be the specification, ordering, staging, and installation of your technical system – the hardware, software and third-party

products that will make ONESolution function smoothly and reliably. The technical track team will guide you through a series of clearly explained activities and deliverables to ensure that your system is ordered to correct specifications. The system will be installed remotely by SunGard Public Sector's technical resources (our preferred method, which is not mandatory), with a follow-up onsite hardware integration visit. Throughout the implementation, SunGard Public Sector will provide technical consulting and training to your systems' administrator(s) in areas such as database maintenance, data refresh and restore procedures, printer setup, and PC software installation.

**Development** – The development track consists of the five elements of programming that may exist on your implementation project: conversions, interfaces, modifications, forms, and reports. The first activities and deliverables revolve around a thorough scoping effort in each of these five areas, including items that may or may not require programming. For example, if an organization has eight legacy data sets that need to be converted into ONESolution, perhaps only three will require a conversion program, while the other five may be small and simple enough to be manually converted. The conversion scope deliverable will still deal with all eight sets, describing the source data, volumes, conversion method, etc., so that a complete scope of every conversion requirement will be established and updated throughout the project. This approach will be consistent across the five development areas. After scoping is complete, pre-configured specification deliverables will be completed for each item across the five areas requiring programming. Finally, the programs will be written, tested and implemented to ensure that all data flows in a manner that most effectively supports your business requirements.

**Functional Consulting** – Functional consulting begins with key dialogue between our consultants and your project team members; we ask thoroughly developed questions and listen carefully to how the system will be used. At the same time, we continue to enhance the users' knowledge of the software so that together we continuously improve our capability to make the software meet their needs. Deliverables have been established that direct the answers to specific configuration decisions within a full list of configuration possibilities in order to ensure comprehensive coverage of functionality requirements. Throughout, documentation of business process requirements, configuration, and the ultimate procedures that result from integration testing will be created so that County teams will have complete onsite guidance when go-live is achieved.

**Training** – Perhaps no area is more important than end-user training to provide a rapid understanding of how ONESolution will support the performance of jobs on a day-to-day basis. End users will need simple-to-understand training guides and reference materials in order to rapidly get up to speed on the new software after go-live. Our consultants work throughout the project to develop end-user training materials, schedule training sessions, and deliver training in a train-the-trainer model. The end result will be a project team that succeeds in configuring and delivering quality functionality to the organization, and a group of end users who are able to perform their responsibilities in the new software efficiently and with confidence.

In summary, OnTrack's structure and content have been developed in great depth to ensure that each implementation is comprehensive – we have taken great care to ensure that every detailed activity that needs to be performed during implementation is identified and clearly explained, along with templates and a finished example for each deliverable – supported by a detailed project plan that directly assigns team members' hours to performance of activities and deliverables. This is a fundamental advantage of the OnTrack methodology – we provide the detailed tools and templates to successfully guide each implementation. OnTrack ensures that projects stay on time, on budget, and deliver the functionality organizations need.

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The following modules are planned for implementation

- General Ledger
- Job/Project Ledger
- Person Entity
- Purchasing
- Accounts Payable/Encumbrances
- Bank Reconciliation
- Accounts Receivable
- Cash Receipts
- Fixed Assets
- Bid & Quote Management
- Grants Management
- Contracts Management
- Budgeting
- Budget Item Detail
- Human Resources
- Payroll
- TimeCard Online
- Position Budgeting
- CDD
- Cognos Business Intelligence
- Easy Laser Forms
- Documents Online
- Workflow

## 2.2 Definitions

**Deliverable** – The documents and/or materials and activities identified in the OnTrack Methodology in Section 3 of this Statement of Work (SOW)

**Change Request** – Means proposing a request for a change to this SOW

**Onsite** – The activity shall be conducted at County facilities in Galveston, TX

**Third Party Software** – Software identified in the SunGard Public Sector Quote as a Third Party Product

## 2.3 Implementation Methodology

This project will use SunGard's OnTrack implementation methodology

### 3 Project Deliverables by Stage

The following tables describe, for each stage, the implementation activities and deliverables to be completed by the respective County and SUNGARD roles. This implementation will have a County Project Manager and a SunGard Remote Project Manager

#### 3.1 PLAN Deliverables and Tools

<b>PLAN Activities</b>	<b>Deliverables, Tools and Significant Tasks</b>	<b>County Role</b>	<b>Sungard Role</b>
Plan all of the sequences of major steps in the project, from contract signing to go-live	<b>Project Plan – High Level</b> The high level project plan is an MS Project based visual representation of the summary activities, deliverables and milestones of the project. It will be organized around OnTrack's Stages, Tracks and deliverables	Project Manager	Remote Project Manager
Plan the detailed hours required for each person on the project team to accomplish all of the work they are assigned	<b>Project Plan – Detailed</b> The detailed project plan is an MS Project based representation of activities and deliverables assigned to specific people on the project team. Each task assignment will include an estimate of expected hours and remaining hours by person. The use of MS Project to update remaining hours by task is a simple means to measure at a detailed level the On Time status of the project	Project Manager	Remote Project Manager
Establish a central place for all issues to be entered, tracked and managed towards resolution. Establish a place for key project decisions to be documented	<b>Issues Log</b> The issues log is an MS Excel spreadsheet that will be established in a public repository for easy access by every project stakeholder. The key principle is to foster an environment, technically and culturally, where many people will use one central place to log issues, in as easy a medium as possible. An additional tab in the Issues log will be used to document key decisions made on the project	Project Manager	Remote Project Manager
Establish a mechanism and process to maintain visibility on the overall project costs – budget vs. actual	<b>Budget Plan</b> The Budget Plan is an MS Excel spreadsheet that is established to track all aspects of actual implementation costs against the budget	Project Manager	Remote Project Manager
Create a communications plan that will identify all of the necessary communications to keep all	<b>Communication Plan</b> The Communication Plan is an MS Word document that first identifies all of the internal and external stakeholders, and details the messages they need to receive, how often the	Project Manager	Remote Project Manager

PLAN		Bolted Role has Primary Responsibility	
Activities	Deliverables, Tools and Significant Tasks	COUNTY Role	SUNGARD Role
stakeholders informed throughout the project	messages should be sent, and in what medium Once this is established, Microsoft Project is used to create specific tasks for the Project Manager		
Draft a statement that establishes the authority of the County Project Manager	<b>Project Authority Statement</b> The Project Authority Statement is an MS Word document signed by the project sponsor that expresses the responsibilities and authority of the County project manager	<b>Project Manager</b>	Remote Project Manager
Conduct a Technical Planning Teleconference that will plan and prepare all activities for the Technical Track's Planning stage	The <b>Technical Planning Summary</b> will summarize on paper all aspects of the technical planning teleconference, including responsibilities of all parties, hardware specifications and ordering instructions, database specifications, network specifications, backup processes, etc	Technical Lead	<b>Remote Project Manager</b> RSP Installation Services Coordinator/System Administrator
Review Hardware Specifications County will provide SunGard with specifications of hardware order, SunGard will review final specifications prior to purchase	The <b>Hardware Specifications Documentation</b> will provide details regarding all requirements for ensuring the overall hardware architecture will function effectively It is the basis for placing both the Hardware Order and the 3 <sup>rd</sup> Party Products Order	Technical Lead	<b>Remote Project Manager</b> Installation Services Coordinator/System Administrator
Conduct an analysis of existing workstation specifications for use in determining workstation upgrade and/or installation requirements	The <b>Workstation Requirements</b> provides the County with an outline for managing End User Workstations	Technical Lead	<b>Remote Project Manager</b> Installation Services Coordinator/System Administrator

<b>PLAN</b> <b>Activities</b>	<b>Deliverables, Tools and Significant Tasks</b>	<b>Bolded Role has Primary Responsibility</b> <b>COUNTY Role</b>	<b>SUNCARD Role</b>
Review Content of Standard Functional Consulting Agendas and create a preliminary list of attendees for each session	<b>Agendas/Who to Attend</b> – Agendas are a series of Microsoft Word documents that provide standard content for each Functional Consulting session Attendees of Functional Consulting sessions would include the Core Project Team and subject-matter-experts as necessary Complete agendas will be provided as part of the OnTrack materials	Functional Team Members	<b>Functional Consultants</b>
Provide materials to assist with the training of staff throughout the implementation	<b>Standard Consulting Manuals</b> – Standard Manuals are Microsoft Word documents and or Adobe Acrobat Files designed to supplement training efforts throughout the implementation	Functional Team Members	<b>Functional Consultants</b>
Conduct Business Process Reviews	<b>Business Process Reviews – HR/PY and Finance</b> - identify gaps between existing business processes and software utilization The deliverable is a detailed document with our findings along with specific recommendations that may be able to be incorporated into the project plan or implemented at a later date	Functional Team Members	<b>Functional Consultants</b>

## 3.2 PREPARE Deliverables and Tools

<b>PREPARE Activities</b>	<b>Deliverables, Tools and Significant Tasks</b>	<b>Boiled Role has Primary Responsibility</b>	<b>SUNGARD Role</b>
		<b>COUNTY Role</b>	
Discovery Call followed by Scope of work deliverable	Install and Initial Data Migration	Project Manager	Remote Project Manager
Discovery Call followed by written specifications	Payroll Prolist Modification	Project Manager	Remote Project Manager
Discovery Call followed by written specifications	3 <sup>rd</sup> Party Checkwriter Modification	Project Manager	Remote Project Manager
Discovery Call followed by written specifications	Bank Reconciliation Interface Modification	Project Manager	Remote Project Manager
Discovery Call followed by written specifications	Budget Item Detail Modification	Project Manager	Remote Project Manager
Discovery Call followed by written specifications	OnBase Interface	Project Manager	Remote Project Manager
Maintain	Project Plan – Detailed	Project Manager	Remote Project Manager
Maintain	Issues Log	Project Manager	Remote Project Manager
Maintain	Budget Plan	Project Manager	Remote Project Manager
Maintain	Communication Plan	Project Manager	Remote Project Manager

## 3.3 EXECUTE Deliverables

EXECUTE Activities	Deliverables, Tools and Significant Tasks	County Role	Assigned Role has Primary Responsibility
Maintain	Project Plan – Detailed	Project Manager	Remote Project Manager
Maintain	Issues Log	Project Manager	Remote Project Manager
Maintain	Budget Plan	Project Manager	Remote Project Manager
Maintain	Communication Plan	Project Manager	Remote Project Manager
SunGard technicians will deliver a System Administration Training Class	<b>System Administration Training</b> consists of the basic steps needed to maintain all general technical aspects of the system. The System Administration Training agenda is provided within the OnTrack deliverables	Technical Leads	<b>Technical Consultant</b>
SunGard Consultants to deliver General Overviews for each Module	<b>Overview Training</b> – Onsite or Remote	Functional leads	<b>Functional Consultants</b>
SunGard Consultant to train and assist with Security Configuration	<b>Security Training and Configuration</b> – Onsite	Technical Leads	<b>Technical Consultants</b>
SunGard Consultant to deliver 2 Workflow training classes	<b>Workflow Training</b> – Onsite	Technical Leads	<b>Technical Consultants</b>
SunGard Consultant to deliver training for and assist with configuration of Custom Business rules	<b>Custom Business Rules Training</b> – Remote	Technical Leads	<b>Functional Consultants</b>
SunGard Consultant to assist with setup, training and configuration for TimeCard Online Module	<b>Time Card Online Implementation</b> – Onsite or remote.	Functional Leads	<b>Functional Consultants</b>
SunGard Consultant to assist with setup, training and configuration for Position Budgeting	<b>Position Budgeting Implementation</b> – Onsite and remote	Functional Leads	<b>Functional Consultants</b>
Data Clarity Consultant to assist with training for Cognos Business Intelligence	<b>Cognos Business Intelligence</b> – Onsite/remote. Training includes 5 days onsite training for report authors and users. 2 day remote (online) training for the administrator	Technical/Functional Leads	<b>Data Clarity Consultant</b>
Perform Development necessary to complete modification as per the specifications	<b>Payroll Pelist Modification</b> - Modification to the base software to allow for additional data to be printed on Payroll Pelist report to simplify audit process for county's payroll auditor	Project Manager Functional Leads Technical Leads	<b>Developer</b>

<b>EXECUTE</b>		<b>Related Role has Primary Responsibility</b>	
<b>Activities</b>	<b>Deliverables, Tools and Significant Tasks</b>	<b>COUNTY Role</b>	<b>SUNGARD Role</b>
Perform Development necessary to complete modification as per the specifications	<b>3<sup>rd</sup> Party Checkwriter Modification</b> – EFT and Paycheck modification to enable extraction of data for 3 <sup>rd</sup> party printing	Project Manager Functional Leads Technical Leads	<b>Developer</b>
Perform Development necessary to complete modifications as per the specifications	<b>Bank Reconciliation Interface Modifications and Configuration</b> – Modification of existing interfaces and configuration of common codes available in more current releases	Project Manager Functional Leads Technical Leads	<b>Developer</b> <b>Functional Consultant</b>
Perform Development necessary to complete modification as per the specifications	<b>Budget Item Detail Modifications</b> - Add Additional Miscellaneous Fields	Project Manager Functional Leads Technical Leads	<b>Developer</b>
Perform Development necessary to complete modification as per the specifications	<b>OnBase Interface</b>	Project Manager Functional Leads Technical Leads	<b>Developer</b>
Perform development necessary to complete Reports	<b>SunGard to assist with report development based on changes identified and requested by County's implementation team</b>	Project Manager Functional Leads Technical Leads	<b>Developer</b> <b>Technical Consultant</b>
Develop or Review existing Subsystem Test Plans to test ONEsolution Upgrade Version against County's Functionality needs	<b>Develop or Review Subsystem Test Plans</b>	<b>Functional Team Members</b>	Functional Consultants
Execute Subsystem Test Plans. Log issues and create help desk cases as needed	<b>Execute Subsystem Testing</b>	<b>Functional Team Members</b>	Functional Consultants
Mock used to fine tune process for go-live. Mock brings current Production data over to Pre-prod environment and keeps all other non-data components in place	<b>Execute Mock Migration</b>	Project Manager Technical Leads	Remote Project Manager RSP <b>Installation Services</b>

EXECUTE		Solicited Role has Primary Responsibility	
Activities	Deliverables, Tools and Significant Tasks	COUNTY Role	SUNGUARD Role
Validating data. Verifying previous fixes or changes are still in place. Retesting critical processes to assure mock migration had no functional impact.	Post Mock Migration Testing	Functional Team Members	Functional Consultants
Identify plan for educating end users on all aspects of ONESOLUTION necessary for them to successfully implement	The End User Training Plan is a Microsoft Excel spreadsheet that identifies all end user training dates, subject matter and attendees	Project Manager	Remote Project Manager
Create a schedule by module identifying all end user training classes	End User Training Schedule – The End User Training Schedule is a Microsoft Excel Spreadsheet that identifies all end user training classes by module and date	Project Manager	Remote Project Manager
Create County specific training materials to aid in the delivery of training to end-users	End User Training Material – The End User Training Materials are Microsoft Word documents created by the County with the assistance of SunGard Consulting staff. The intent of the Training Material will be to facilitate the effectiveness of end user training	Functional Team Members	Functional Consultants

## 3 4 CONFIRM Deliverables

<b>CONFIRM</b> Activities	<b>Deliverables, Tools and Significant Tasks</b>	<b>Related Role has Primary Responsibility</b> <b>COUNTY Role</b>	<b>SUNGARD Role</b>
Maintain	Project Plan – Detailed	Project Manager	Remote Project Manager
Maintain	Issues Log	Project Manager	Remote Project Manager
Maintain	Budget Plan	Project Manager	Remote Project Manager
Maintain	Communication Plan	Project Manager	Remote Project Manager
Confirming that all testing is done Confirming that all Showstopper issues are addressed or will be addressed prior to go-live	Go Live Readiness Analysis	Project Manager Functional Team Members	SunGard Project Manager Functional Consultants Developer
Call to discuss steps for final data roll (go-live) and to identify who does what and when Scope of work document will be put together by Installation Services	Discovery Call for Final Data Roll And Go-Live	Project Manager Technical Leads	Remote Project Manager RSP Installation Services
Usually this process starts on a Thursday evening and system would be unavailable Friday Installation services would work Thursday through Sunday with the expectation of having system available on Monday morning	Final Data Roll and Go-Live	Project Manager Technical Leads	Remote Project Manager RSP Installation Services

## 3 5 SUPPORT Deliverables

<b>SUPPORT</b> Activities	<b>Deliverables, Tools and Significant Tasks</b>	<b>Related Role has Primary Responsibility</b> <b>COUNTY Role</b>	<b>SUNGARD Role</b>
Complete	Project Plan – Detailed	Project Manager	Remote Project Manager
Maintain	Issues Log	Project Manager	Remote Project Manager
Complete	Budget Plan	Project Manager	Remote Project Manager
RSP to create TEST account to mirror production Test account can then be used for additional testing or training needs	Test Account Creation	Project Manager Technical Leads	Remote Project Manager RSP

#### 4 Project Staff Position Descriptions

The following table provides an overview of committees and positions listed above. Final responsibilities of team members are identified during the implementation-planning phase of the implementation.

Role/Position	COUNTY	SunGard
Executive Steering Committee Composed of Project Sponsor, and Dept Heads	Provide staff and facilities to the implementation effort as described herein	
	Make final decisions on policy changes as necessary	Provide support to County Project Manager in reporting project progress to Committee
	Communicate to governing body as necessary	
	Final County escalation point for project issues	
	Meet monthly or more frequently as needed to review progress	
Project Sponsor	Approve material changes in the project plan	
	Advise Project Managers on resolution of project issues	
	Immediately resolve any delay in decision-making that could impact the project timeline	
	Report project progress to Executive Steering Committee	
Project Management (SunGard Remote Project Manager, Client Project Manager)	Fulfill Go Live dates	Fulfill Go Live dates
	Monitor and report overall implementation progress (duties of both County and SunGard)	Support County Project Manager in monitoring and reporting overall implementation progress (duties of both County and SunGard)
	Monitor and report progress on County's responsibilities	Monitor and report progress on SunGard's responsibilities
	Immediately notify SunGard Project Manager and Project Sponsor of any issue that could delay the project	Immediately notify County Project Manager and Project Sponsor of any issue that could delay the project
	Supervise County Project Team, fulfill all County project deliverables	
	Provide availability to the infrastructure and facilities as per the project schedule	
	Provide County Staff according to	Provide SunGard Staff according

<b>Role/Position</b>	<b>COUNTY</b>	<b>SunGard</b>
	the project plan	to the project plan
	Facilitate coordination between various external contractors and various County Departments	Facilitate coordination between all SunGard departments
	Document or supervise documentation of all important project and software configuration decisions	SunGard will provide the templates and help with the process for completing them but maintaining them is the County's role
	Coordinate, direct, and define pre-Go Live testing by County staff	Coordinate pre-Go Live testing by SunGard staff
		Serve as the point person for all project issues (First escalation point)
		Provide issue resolution status, tracking, and procedures
Project Team Leads (Application)	Team Leads from the County include individuals from Accounting, Budgeting, AP, Purchasing, Payroll and Human Resources, Information Technology, Auditing and Grants	
	Coordinate with the project manager in communications and issue resolution	
	Make recommendations to the Project Manager concerning any policy or implementation issues	
	Participate in pre-Go Live testing	Check that Software operates after configuration as per its Documentation
	Configure the Software based on consulting received from SunGard	Assist County staff in configuring Software
	Assist with the resolution of issues	Assist with the resolution of issues
	Identify end users to attend training Create end-user training documentation Deliver End User Training Classes	Support County in delivery of end-user training
	Provide support to the user community in the post production timeframe	Trains the County core group during the configuration of software
Project Team Leads (Technical)	Create data extracts from the legacy system in a format that allows the County to utilize the standard conversion utilities	Deliver training on how to process conversions utilizing standard conversion utilities according to County specification and this Statement of Work

<b>Role/Position</b>	<b>COUNTY</b>	<b>SunGard</b>
	Refine specifications for Software Customizations	Create and deliver Software Customizations according to County specification and this Statement of Work
	Refine specifications for reports to be delivered by SunGard per this Statement of Work	Create and deliver Reports according to this Statement of Work
	Test converted data, Software Customizations, and Reports for compliance with specifications	
	Set up security profiles	Provide training on security and assist with set up
	Set up workflows	Provide training on workflow and assist with set up
Functional Experts (SMEs)	Support Project Team Leads and Project Manager in all their duties	
	When called upon by the Project Team, assist with the assessment of business processes and identifying ways the new system can be utilized	
	When called upon by the Project team, assist in the resolution of issues impacting their areas of expertise	

## **5 Change Requests and Changes to this Statement of Work**

Either party may request changes to this SOW that will change the project scope. Such a request is honored by the parties only if it becomes a formal Change Order.

The change control procedure is as follows:

Either SunGard or the County management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected.

## 6 Scope Clarification & Miscellaneous Items

### 6.1 ONESolution Training

ONESolution Module Overview Training will be provided for all modules the County licenses totaling 106 hours to be provided onsite or remote based on the County's needs. In addition to the base software training, SunGard will provide the following training:

- Security Configuration and Setup Assistance (24 Hours)
- Custom Business Rules Training (8 Hours)
- Time Card Online Training (12 Hours) and Configuration (16 Hours)
- Position Budgeting Training (96 Hours)

### 6.2 Business Process Reviews (Finance & HR/PY)

The objective of the Business Process review is to maximize the County's investment in SunGard Public Sector's software applications by identifying gaps between existing business processes and software utilization. The deliverable is a detailed document with our findings along with specific recommendations that may be able to be incorporated into the project plan or implemented at a later date (80 Hours)

### 6.3 Installation Services

The following steps will be performed:

- a) Installation & Initial Data Migration (92 Hours)
  - a) Install SQL Server Database
  - b) Install 3<sup>rd</sup> Party Software (Microfocus Cobol and MKS)
  - c) Install Job Server and Web Server(s)
  - d) Migrate Data from Test (Refreshed by RSP) Unix to New SQL Database
  - e) Convert Database tables from 7.6 Unix to 11.10 SQL
- b) Cognos Server Installation (8 Hours)
- c) SA/DBA training (24 Hours)
- d) Mock Data Roll (40 Hours)
  - a) Migrate Data from Test (Refreshed by RSP) Unix to New SQL Database
  - b) Convert Database tables from 7.6 Unix to 11.10 SQL
- e) Final Data Roll and Go Live (40 Hours)
  - a) Migrate Data from Production Unix to New SQL Database
  - b) Convert Database tables from 7.6 Unix to 11.10 SQL
- f) Test Account Creation (included in RSP Agreement)
  - a) Install 3<sup>rd</sup> Party Software (Microfocus Cobol and MKS)
  - b) Install Job Server and Web Server(s) (Clone from Production)
  - c) Refresh Data from Production

### 6.4 Customizations (Funded Development)

SunGard will provide modifications to the software to accommodate business needs for the County. They are as follows:

- a) Payroll Prelist modification – Modification to the base software to allow for additional data to be printed on Payroll Prelist report to simplify audit process for County's payroll auditor (40 Hrs Funded Development)

- b) 3<sup>rd</sup> Party Check Writer Modification – client specific modification to the base check and EFT writer program to allow for the extract to send to the County’s 3<sup>rd</sup> party check printing vendor (40 Hrs Funded Development)
- c) Budget Item Detail - Adding of additional miscellaneous fields to allow the County to utilize the base Budget Item Detail software without further customizations The County’s current software is highly customized (20 Hrs Funded Development)

## 6.5 Reporting

Standard Reports will be provided 80 hours of Onsite CDD Reporting Assistance has been included to be allocated throughout the implementation 5 days of Onsite Cognos training will also be provided

## 6.6 Workflow

Existing Workflows are in place at the County today 64 hours of Workflow Model training and assistance will be provided onsite and has been included to be allocated throughout the implementation

## 6.7 Interfaces

32 hours of Interface Development has been included to be allocated throughout the implementation specifically to cover any Bank Reconciliation interfaces and files that need to be modified An additional 80 hours has been included to create an interface with OnBase

## 6.8 Testing

During the testing phase, the County will test all components of the Software as configured, as well as the reports, data conversion, interfaces and customizations

## 6.9 End User Training

This project will use a Train-the-Trainer approach whereby SunGard will train key County staff and those staff will train the end users

## 6.10 Escalation Procedures

The County and SunGard should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project In order for challenging issues to be remedied in a timely fashion, the County and SunGard will utilize the following Escalation Procedure

All communication regarding the project should be directed to SunGard’s Project Manager and the County’s Project Manager in order to maintain consistent communication between the parties Scheduled weekly calls will be maintained between the Remote Project Manager and the County’s Project Team (including the County’s Project Manager)

All issues or concerns will be discussed actively and openly between SunGard’s Project Manager and the County’s Project Manager If issues begin to interfere with the progression of the implementation project, the County and/or SunGard should escalate challenges to SunGard management in the sequence below, as needed

Paul Tovey—Director of Consulting	530.879 5139	<a href="mailto:paul.tovey@sungardps.com">paul.tovey@sungardps.com</a>
Raymond Perkey—V P Client Services	407.304 3026	<a href="mailto:raymond.perkey@sungardps.com">raymond.perkey@sungardps.com</a>
Gil Santos—President	407 304 3019	<a href="mailto:gil.santos@sungardps.com">gil.santos@sungardps.com</a>

Escalation to COUNTY management Team should be as follows

John Clarke – Applications & Infrastructure Manager	409-770-6200	<a href="mailto:john.clarke@co.galveston.tx.us">john.clarke@co.galveston.tx.us</a>
---	--------------	--

Shelle Fite - Customer Support Manager	409-770-2557	<a href="mailto:shelle_fite@co_galveston_tx.us">shelle_fite@co_galveston_tx.us</a>
JJ Allen – Administrative Coordinator	409-770-6013	<a href="mailto:jj_allen@co_galveston_tx.us">jj_allen@co_galveston_tx.us</a>

AGENDA

ITEM

#25a1



## THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB  
PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

GWEN MCLAREN, CPPB  
ASST PURCHASING AGENT

July 17, 2012

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

**Re: Bid #B121025, Ft. Travis Seashore Park Improvements**

Gentlemen,

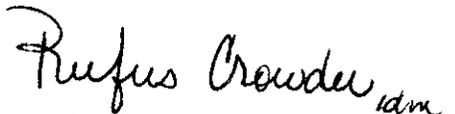
On June 28, 2012 bids were opened for Bid #B121025, Ft Travis Seashore Park Improvements, at which time five (5) bids were received from the following companies

- |                                  |                    |
|----------------------------------|--------------------|
| • R W Lucas Construction, LLC    | League City, Texas |
| • Charnock and Company, Inc      | Hitchcock, Texas   |
| • Hugh Patrick Constructors, Inc | Texas City, Texas  |
| • J W Kelso Company, Inc         | Galveston, Texas   |
| • Tropical Contracting, LLC      | San Antonio, Texas |

It is recommended that you award this bid to Charnock and Company, Inc

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

  
Rufus G Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments

## McCullough, Darla

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**From.** Fitzgerald, Mike  
**Sent:** Thursday, July 12, 2012 11 52 AM  
**To.** Crowder, Rufus  
**Cc** Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, Ken Clark (clarkken@juno.com), Lewis, Roxann, Grady, Patricia, Cherry, Jane, Gilliam, Cindy, Alcala, Cynthia, Trammell, Mel, Yearnd, Denise, McCullough, Darla, Robertson, Elizabeth  
**Subject.** FW Ft Travis Seashore Park Project  
**Attachments** Bid Tab Ft Travis pdf

*Rufus, attached is the bid tabulation for the Ft Travis Seashore Park Improvements/hurricane Ike damage repair). It is my recommendation that the project be awarded to the low responsible bidder, Charnock and Company Inc, for the base bid and supplemental items in the amount of \$1,289,741 85.*

*The Purchasing agent has asked that all non purchasing folks included in this email consider this information confidential until the court takes action.*

Item	Item Description	Unit	Quantity	Chamcock & Company Inc		RW Lucas Construction LLC		Tropical Contracting LLC		F W Koles Company Inc		Hugh Patrick Constructors Inc	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>BASE BID ITEMS</b>													
1	UTILIZATION (E. MAX)	LS	1	\$ 61,416.00	\$ 61,416.00	\$ 50,000.00	\$ 50,000.00	\$ 56,000.00	\$ 56,000.00	\$ 18,000.00	\$ 18,000.00	\$ 31,200.00	\$ 31,200.00
2	BARRICADES SHIMS CONSTRUCTION FOR TRAFFIC CONTROL (SEE) DURING CONSTRUCTION COMPLETE IN PLACE	LS	1	\$ 8,431.90	\$ 8,431.90	\$ 26,000.00	\$ 26,000.00	\$ 5,400.00	\$ 5,400.00	\$ 7,700.00	\$ 7,700.00	\$ 14,300.00	\$ 14,300.00
3	REMOVE AND INSTALL PROJECT SIGN COMPLETE IN PLACE	EA	1	\$ 1,095.00	\$ 1,095.00	\$ 3,000.00	\$ 3,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,300.00	\$ 1,300.00
4	REMOVE SALVAGE AND STOCKPILE BRICK REGIONAL OF EXISTING BRICK FROM BRICK COMPLETE IN PLACE ACTUAL QUANTITY	SY	6,470	\$ 36.88	\$ 238,521.60	\$ 50.00	\$ 323,500.00	\$ 21.60	\$ 139,422.00	\$ 119.63	\$ 772,000.15	\$ 119.63	\$ 772,000.15
5	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK AND BASE MATERIAL COMPLETE IN PLACE	SY	3,300	\$ 10.90	\$ 35,970.00	\$ 5.00	\$ 16,500.00	\$ 18.00	\$ 59,400.00	\$ 21.61	\$ 71,313.00	\$ 11.50	\$ 38,115.00
6	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND BASE MATERIAL COMPLETE IN PLACE	LF	4,000	\$ 1.10	\$ 4,400.00	\$ 1.00	\$ 4,000.00	\$ 6.00	\$ 24,000.00	\$ 3.34	\$ 13,360.00	\$ 4.65	\$ 18,600.00
7	REMOVE AND DISPOSE OF EXISTING DOMAINS ALONG SEAWALL TYPE AND SIZES INCLUDES REMOVAL OF EXCESS GROUT AND DRAIN IN THE SEAWALL REMOVE AND DISPOSE EXISTING CONCRETE TRENCH/DRAIN COMPLETE IN PLACE	LF	125	\$ 10.95	\$ 1,368.75	\$ 10.00	\$ 1,250.00	\$ 24.00	\$ 3,000.00	\$ 12.30	\$ 1,537.50	\$ 29.68	\$ 3,710.00
8	REMOVE AND DISPOSE OF EXISTING BRICK PAVEMENT COMPLETE IN PLACE	LF	50	\$ 54.75	\$ 2,737.50	\$ 20.00	\$ 1,000.00	\$ 24.00	\$ 1,200.00	\$ 12.25	\$ 612.50	\$ 54.00	\$ 2,700.00
9	UNSATURABLE SOIL AND BASE MATERIAL BENEATH PAVEMENT COMPLETE IN PLACE	CY	6,000	\$ 7.30	\$ 43,800.00	\$ 16.00	\$ 96,000.00	\$ 26.40	\$ 158,400.00	\$ 14.50	\$ 87,000.00	\$ 6.78	\$ 40,680.00
10	IMPORT FILL MATERIAL COMPLETE IN PLACE ACTUAL QUANTITY	CY	3,500	\$ 14.15	\$ 49,525.00	\$ 14.00	\$ 49,000.00	\$ 34.00	\$ 119,000.00	\$ 25.40	\$ 88,900.00	\$ 15.60	\$ 54,600.00
11	REMOVE AND DISPOSE OF EXISTING BRICK PAVEMENT INCLUDES LABOR AND 1" CEMENT STABILIZED SAND BASE AND BRICK MORTAR INCLUDES COST OF COMPLETE IN PLACE ACTUAL QUANTITY	SY	6,270	\$ 76.60	\$ 480,822.00	\$ 86.00	\$ 539,020.00	\$ 68.00	\$ 427,056.00	\$ 121.10	\$ 759,257.00	\$ 115.30	\$ 723,066.00
12	INSTALL 4" THICK CONCRETE SIDEWALK UNDER PROPOSED SIDEWALK	SY	3,300	\$ 52.65	\$ 173,865.00	\$ 49.00	\$ 162,700.00	\$ 85.00	\$ 280,500.00	\$ 64.19	\$ 211,827.00	\$ 126.25	\$ 417,225.00
13	INSTALL CONCRETE CURB UNDER PROPOSED SIDEWALK	LF	4,000	\$ 14.15	\$ 56,600.00	\$ 12.00	\$ 48,000.00	\$ 24.00	\$ 96,000.00	\$ 25.81	\$ 103,240.00	\$ 51.10	\$ 204,400.00
14	INSTALL UTILITY PROPOSED SIDEWALK UNDER PROPOSED SIDEWALK ALL SIZES INCLUDES BEDDING AND MANHOLE INTO SEAWALL COMPLETE IN PLACE	LF	100	\$ 79.95	\$ 7,995.00	\$ 50.00	\$ 5,000.00	\$ 42.00	\$ 4,200.00	\$ 40.00	\$ 4,000.00	\$ 75.00	\$ 7,500.00
15	INSTALL RECTANGULAR STORM DRAIN UNDER SIDEWALK COMPLETE IN PLACE (SPE. IN C.C. CONTRACT PANS)	LF	50	\$ 85.00	\$ 4,250.00	\$ 100.00	\$ 5,000.00	\$ 90.00	\$ 4,500.00	\$ 42.00	\$ 2,100.00	\$ 95.00	\$ 4,750.00
16	INSTALL NEW CONCRETE TRENCH/DRAIN COMPLETE IN PLACE	LF	50	\$ 76.65	\$ 3,832.50	\$ 100.00	\$ 5,000.00	\$ 60.00	\$ 3,000.00	\$ 98.24	\$ 4,912.00	\$ 90.00	\$ 4,500.00
17	INSTALL NEW CONCRETE TRENCH/DRAIN COMPLETE IN PLACE	LF	2	\$ 3,075.00	\$ 6,150.00	\$ 7,200.00	\$ 14,400.00	\$ 7,200.00	\$ 14,400.00	\$ 11,595.00	\$ 23,190.00	\$ 4,950.00	\$ 9,900.00
18	INSTALL NEW CONCRETE TRENCH/DRAIN COMPLETE IN PLACE	LF	2	\$ 4,581.00	\$ 9,162.00	\$ 1,500.00	\$ 3,000.00	\$ 6.00	\$ 12,000.00	\$ 2,652.00	\$ 5,304.00	\$ 2,662.00	\$ 5,324.00
19	INSTALL NEW CONCRETE TRENCH/DRAIN COMPLETE IN PLACE	LF	2	\$ 1,615.00	\$ 3,230.00	\$ 2,400.00	\$ 4,800.00	\$ 5.00	\$ 10,000.00	\$ 1,325.00	\$ 2,650.00	\$ 5,300.00	\$ 10,600.00
20	INSTALL NEW CONCRETE TRENCH/DRAIN COMPLETE IN PLACE	LF	12	\$ 58.50	\$ 702.00	\$ 100.00	\$ 1,200.00	\$ 180.00	\$ 2,160.00	\$ 45.00	\$ 540.00	\$ 45.00	\$ 540.00
21	INSTALL NEW CONCRETE TRENCH/DRAIN COMPLETE IN PLACE	LF	1	\$ 3,011.00	\$ 3,011.00	\$ 2,800.00	\$ 2,800.00	\$ 4,900.00	\$ 4,900.00	\$ 6,615.00	\$ 6,615.00	\$ 8,800.00	\$ 8,800.00
22	LANDSCAPE MAINTENANCE PRIOR TO AND AT THE END OF CONSTRUCTION INCLUDES MOWING AND EDGING FROM 3' FENCED IN BATTERIES AND HERCULES APPLICATION TO ALL VEGETATION IN THE PAVEMENT COMPLETE IN PLACE	LS	1	\$ 4,400.00	\$ 4,400.00	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00	\$ 16,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
<b>SUPPLEMENTAL BID ITEMS</b>													
OBTAIN NEW/RECLAIMED BRICK PAVEMENT QUANTITY ENGINEER TO REFERENCE DAMAGED SALVAGED BRICK PAVEMENT MATERIAL ON ACTUAL SUPPLEMENTAL BIDDING SUB TOTAL													
				\$ 1,161,410.85	\$ 1,403,800.00	\$ 1,462,512.00	\$ 1,875,912.00	\$ 2,256,255.00	\$ 2,147,939.10	\$ 2,301,128.00	\$ 2,433,995.00		
<b>TOTAL BASE BID PRICE</b>				\$ 1,161,410.85	\$ 1,403,800.00	\$ 1,462,512.00	\$ 1,875,912.00	\$ 2,256,255.00	\$ 2,147,939.10	\$ 2,301,128.00	\$ 2,433,995.00		
<b>TOTAL BASE BID AND SUPPLEMENTAL BID ITEMS</b>				\$ 1,289,741.85	\$ 1,548,385.00	\$ 1,624,724.00	\$ 2,051,824.00	\$ 2,482,510.00	\$ 2,395,138.20	\$ 2,551,128.00	\$ 2,747,990.00		
<b>Bidder's Total Base Bid</b>				\$ 1,289,741.85									

COPY

Proposal - Page 1

BID #: B121025

**BID PROPOSAL**

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for  
FT TRAVIS SEASHORE PARK IMPROVEMENTS

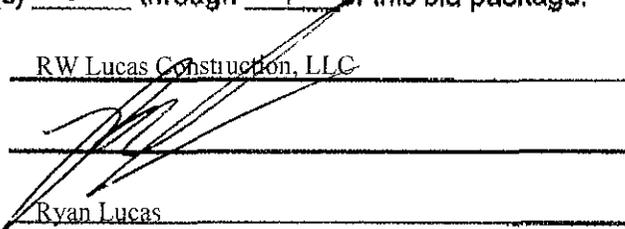
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

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

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

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

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI and Addendum(s) 1 through 1 of this bid package.

BIDDER	<u>RW Lucas Construction, LLC</u>
SIGNATURE	
PRINT NAME	<u>Ryan Lucas</u>
TITLE	<u>President</u>
ADDRESS	<u>551 C League City Parkway</u>
CITY, STATE	<u>League City, Texas</u>
ZIP	<u>77573</u>
TELEPHONE	<u>281-316-9990</u>
FAX NO	<u>281-316-6087</u>
DATE	<u>June 28, 2012</u>
TAX I.D. No.	<u>27-3076189</u>



**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
POSE OFFSITE ABLE SOIL AND BENEATH IN PLACE,	CY	6,000	Sixteen _____ DOLLARS AND _____ zero _____ CENTS	16 00	96,000 00
ERIAL, CE, ACTUAL	CY	3,500	Fourteen _____ DOLLARS AND _____ zero _____ CENTS	14 00	49,000 00
D OR RICK PAVERS, AND 1' CEMENT BASE AND EXCLUDES COST IN PLACE,	SY	6,270	Ninety five _____ DOLLARS AND _____ zero _____ CENTS	95 00	595,650 00
CONCRETE DES 1' CEMENT COMPLETE IN	SY	3,300	Forty nine _____ DOLLARS AND _____ zero _____ CENTS	49 00	161 700 00
TE CURB, ENT STABILIZED COMPLETE IN PLACE	LF	4,000	Twelve _____ DOLLARS AND _____ zero _____ CENTS	12 00	48,000 00
CLAY STORM POSED ZES, INCLUDES KILL CESSARY EAWALL, CE	LF	100	Fifty _____ DOLLARS AND _____ zero _____ CENTS	50 00	5 000 00
ULAR STORM EWALK, CE	LF	60	One hundred _____ DOLLARS AND _____ zero _____ CENTS	100 00	6,000 00

1 - JUN 1991 / 10010 P-041/100



**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
RECLAIMED BRICK LATER TO REPLACE AGED BRICK ORIGINAL ONLY, TYPE	SY	1,890	Seventy six DOLLARS AND fifty CENTS	76 50	144,585 00

**SUBTOTAL SUPPLEMENTAL BID ITEMS** 144,585 00

**SUBTOTAL BASE BID ITEMS** \$1,403,800 00

**SUBTOTAL SUPPLEMENTAL BID ITEMS** \$ 144 585 00

**BASE BID & SUPPLEMENTAL BID ITEMS** \$1 548 385 00

Items of a Base Bid and a Supplemental Bid for the procurement of extra new/reclaimed brick pavers. For a responsive all sections must be completed. The project will be awarded based on the grand total of the the Supplemental Bid Items.

Items ordered under this contract not specifically called for in the Proposal as pay items shall be considered bid items and no separate payment shall be made for same.

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Proposal - Page

**State of Texas Tax Statement of Materials and other charges:**

The cost of in-place materials to be  
incorporated into the project

\$ 358,060 00 \_\_\_\_\_

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

\$ 1,190,325 00 \_\_\_\_\_

**TOTAL:** (Must agree with bid)

\$ 1,548,385 00 \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B 1491, 80th Leg, Regular Session  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed See Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity

None

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate )

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

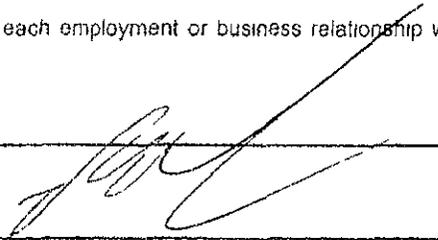
C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D Describe each employment or business relationship with the local government officer named in this section

4

  
Signature of person doing business with the governmental entity  
Ryan Lucas

June 28 2012

Date

Proposal - Page 1

BID # B121025

**BID PROPOSAL**

The Bidder hereby proposes to furnish all labor, material, equipment and incidentals for  
**ET TRAVIS SEASHORE PARK IMPROVEMENTS**  
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I-VI and Addendum(s) \_\_\_\_\_ through \_\_\_\_\_ of this bid package.

BIDDER

*[Handwritten Signature]*

SIGNATURE

*[Handwritten Signature]*

PRINT NAME

*Curtis Wright*

TITLE

*Project Manager*

ADDRESS

*6365 Delaney Blvd*

CITY, STATE

*San Antonio, Texas*

ZIP

*78249*

TELEPHONE

*210-224-7920*

FAX NO

*210-224-7924*

DATE

*6/20/04*

TAX ID NO

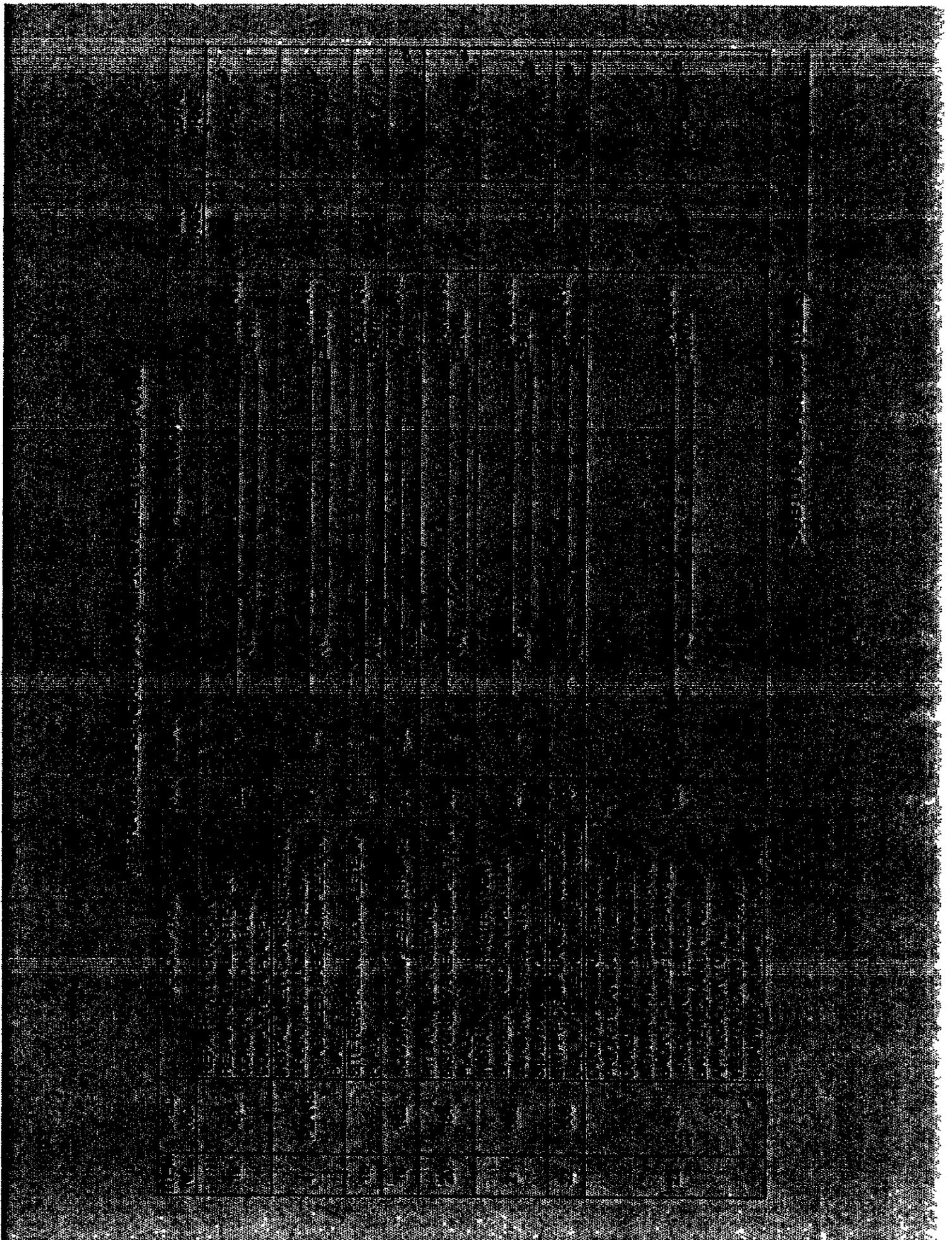
*74-2950151*

**FJ TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

BASE BID ITEMS		DESCRIPTION	UNIT	QUAN	UNIT PRICES IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Subcontractors Expenses and Materials	17700	17700
2	500	BARRICADES SIGNS CONSTRUCTION FENCING AND TRAFFIC HANDLING USES FOR TRAFFIC PEDESTRIAN CONTROL DURING CONSTRUCTION COMPLETE IN PLACE	LS	1	SALTY AND 1/2" SAND	600.00	3000
3	PLANS	PROVIDE AND INSTALL PROTECT SIGN COMPLETE IN PLACE	EA	1	REMOVE AND 1/2" SAND	7700	7700
4	02063	REMOVE SALVAGE AND STOCKPILE BRICK PAVERS FOR LATER USE INCLUDES REMOVAL OF EXISTING MORTAR FROM BRICK COMPLETE IN PLACE ACTUAL QUANTITY	SY	6270	1/2" SAND	600	2190000
5	104	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK AND BASE MATERIAL COMPLETE IN PLACE	SY	5370	1/2" SAND	12000	641000
6	104	REMOVE AND DISPOSE EXISTING CONCRETE CURBS AND BARS MATERIAL COMPLETE IN PLACE	LF	4000	REMOVE AND 1/2" SAND	1100	44000
7		REMOVE AND DISPOSE EXISTING STORM DRAIN ALONG SEAWALL ALL TYPES AND SIZES INCLUDES REMOVAL OF EXCESS GROUT AROUND DRAIN IN THE SEAWALL COMPLETE IN PLACE	LF	150	REMOVE AND 1/2" SAND	4000	60000
8	104	REMOVE AND DISPOSE EXISTING CONCRETE TRENCH DRAIN COMPLETE IN PLACE	LF	50	REMOVE AND 1/2" SAND	11000	55000

FT. TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
9	110	REMOVE AND DISPOSE OFF SITE EXISTING UNSUITABLE SOIL AND BASE MATERIAL BENEATH PAVERS COMPLETE IN PLACE ACTUAL QUANTITY	CY	0.080	Remove soil and base	26.90	156,100.00
10	132	IMPORT FILL MATERIAL COMPLETE IN PLACE ACTUAL QUANTITY	CY	3.000	Import fill and base	36.00	126,000.00
11	02000 025	INSTALL SALVAGED OR SUPPLEMENTAL BRICK PAVERS INCLUDES LABOR AND 1" CEMENT STABILIZED SAND BASE AND BRICK MORTAR. ESTABLISHES COST OF BRICK COMPLETE IN PLACE ACTUAL QUANTITY	SQ	0.270	Salvaged bricks and mortar	66.00	413,820.00
12	531	INSTALL 4" THICK CONCRETE SIDEWALK INCLUDES 1" CEMENT STABILIZED SAND COMPLETE IN PLACE	SY	3.300	Install 4" concrete sidewalk and base	85.00	280,500.00
13	520	INSTALL CONCRETE CURB INCLUDES 1" CEMENT STABILIZED SAND BASE COMPLETE IN PLACE	LF	1.000	Install concrete curb and base	24.00	24,000.00
14	02500	INSTALL VITRIFIED CLAY STORM PIPE UNDER PROPOSED SIDEWALK. ALL SIZES INCLUDES BEDDING AND BACKFILL MATERIAL AND NECESSARY GROUTING INTO SEWAL COMPLETE IN PLACE	LF	100	Install 12" clay storm pipe and bedding	42.00	4,200.00
15	PLANS	INSTALL RECTANGULAR STORM DRAIN UNDER SIDEWALK COMPLETE IN PLACE	LF	80	Install storm drain	90.00	7,200.00



SUPPLEMENTAL

NEW YORK

SUPPLEMENTAL

NEW YORK

Proposal - Price

State of Texas Tax Statement of Materials and other charges

The cost of in-place materials to be  
incorporated into the project

\$ 70,000.<sup>00</sup>

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

\$ 1,555,912.<sup>00</sup>

TOTAL (Must agree with bid)

\$ 1,575,912.<sup>00</sup>

ADDENDUM NO. 1  
DATED JUNE 18, 2017

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR THE FT TRAVIS SEASHORE PARK IMPROVEMENTS

GALVESTON COUNTY BID NO. B121025

The attention of all prospective Bidders is directed to the following modifications to Drawings, Specifications, and Contract Documents for the above-referenced project. The information contained in this Addendum supersedes information contained in the Drawings, Specifications, and Contract Documents to the extent indicated. All information contained in the Drawings, Specifications, and Contract Documents remains in full force and effect unless specifically modified herein.

CONTRACT DOCUMENTS

Drawings: The following items are corrections to the Bid Drawings that will be reflected on the Construction Drawings:

1) Sheet 4

- a. Work item number 3 was not shown on the plan view; this item is the curb replacement shown closest to the project alignment starting at Station 0+00 and ending at the callout "MATCH EXIST. TO 12 1/2"
- b. Work item number 19 will be revised from 36 LF to 35 LF.
- c. Work item number 24 will be revised from 178 LF to 243 LF.
- d. Work item number 25 units will be revised from SY to SF and the quantity will be revised from 714 to 738.

2) Sheet 5

- a. Work item number 60 units will be changed from CY to SY.

3) Sheet 9

- a. Work item number 69 units will be changed from CY to SY.

4) Sheet 10

- a. Work item number 73 units will be revised from CY to SY.

SPECIFICATIONS

Specifications:

- 1) A specification has been added entitled "751 - LANDSCAPE MAINTENANCE" to account for the new Base Bid Item added to the proposal.

- 2) The specification titled "REMOVAL AND REPLACEMENT OF BRICK PAVED STREETS" Section 02983 has been revised. Section 3.02-B now calls for 12 inches of cement stabilized sand.

**Bid Proposal** - A revised bid proposal is attached. The changes that were made to the original form are:

- 1) Spaces have been added for the contractor to acknowledge all addendums.
- 2) Line item 10 unit has been revised and changed to Cubic Yard (CY).
- 3) Line items 4, 11 and 14 have had their units and quantities revised to be per Square Yard (SY) base to conform to the specifications.
- 4) A new line item has been added for "LANDSCAPE MAINTENANCE PRIOR TO AND AT THE END OF CONSTRUCTION INCLUDES MOWING AND BEGING FROM BACK OF CURB TO SEA WALL (EXCLUDING BARRIERS IN BAY AREA), AND HERBICIDE APPLICATION TO ALL VEGETATION IN THE PAVED ROADWAY. COMPLETELY PEELING at the end of existing Pavement. Any herbicide used shall be first tested on an inconspicuous area of the pavement to ensure that there is no discoloration to the pavers or mortar.

#### CLARIFICATIONS

The purpose is intended to clarify or provide additional information and does not supersede the Contract Documents and Construction Plan Sheet.

- 1) The phone number for Gavin Hines at Brixia has been revised to read (410) 344-5351.
- 2) The following questions have been asked regarding the project. The answers have been provided below.
  - A) A large percentage of the pavers is covered with weeds, making it difficult to review the pavers. Will this be removed by the county?
  - A) No existing vegetation/weeds will not be removed prior to the bid opening. A pay item has been added for the mowing and removal of weeds at the beginning and end of construction.
  - Q) Of the pavers that can be seen, it appears that maybe 30% of them can be salvaged. If this is the case, will it be acceptable to replace the balance with new?
  - A) Salvaged pavers will be used where possible. First reclaimed pavers listed in the supplemental items section of the bid form will be used to complete the remainder of the project.

- Q) Does the county want to retain all the removed damaged pavement and if so, is it the contractor's responsibility to patch it then and move it to a location designated for storage?
- A) Yes, a location will be designated within the park to stockpile unused damaged pavement.
- Q) Will we be able to drive along the gravel in the gravel for accessibility?
- A) The contractor will be able to drive in the gravel area whenever the paver machines are in the work zone delineated on items 17 of the bid drawings. Contractor shall avoid all existing manhole structures and shall delineate shall remove work zone of existing or future vegetation.

Please acknowledge receipt of this Addendum by inserting its number in the Document Bid Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

Direct any questions concerning this Addendum to Cobb, Fenley & Associates, Inc. to Mr. Alan Van Duzer at (770) 443-3242.

END OF ADDENDUM NO. 1

APPROVED FOR ISSUANCE

*[Signature]*

By Cobb, Fenley & Associates, Inc.  
FORM NO. 214

END OF DOCUMENT



Proposal - Page 1

BID #: B121025

**BID PROPOSAL**

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

**FT TRAVIS SEASHORE PARK IMPROVEMENTS**

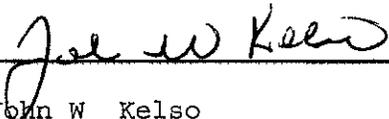
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

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

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

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

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI and Addendum(s) 1 through 1 of this bid package.

BIDDER	<u>J W Kelso Company, Inc</u>
SIGNATURE	<u></u>
PRINT NAME	<u>John W Kelso</u>
TITLE	<u>President</u>
ADDRESS	<u>P O. Box 2110</u>
CITY, STATE	<u>Galveston, Texas</u>
ZIP	<u>77553</u>
TELEPHONE	<u>409-740-0266</u>
FAX NO	<u>409-740-0268</u>
DATE	<u>June 28, 2012</u>
TAX ID No	<u>74-2065645</u>

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

<b>BASE BID ITEMS</b>							
ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	EIGHTEEN THOUSAND AND 00/100 DOLLARS CENTS	18,000.00	18,000.00
2	502	BARRICADES, SIGNS, CONSTRUCTION FENCING AND TRAFFIC HANDLING * USED FOR TRAFFIC/PEDESTRIAN CONTROL DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	SEVEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS CENTS	7,700.00	7,700.00
3	PLANS	PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	EA	1	SIX HUNDRED AND 00/100 DOLLARS CENTS	600.00	600.00
4	02983	REMOVE, SALVAGE AND STOCKPILE BRICK PAVERS FOR LATER USE, INCLUDES REMOVAL OF EXISTING MORTAR FROM BRICK, COMPLETE IN PLACE, ACTUAL QUANTITY	SY	6,270	ONE HUNDRED FIFTEEN AND SIXTY THREE DOLLARS CENTS	115.63	725,000.10
5	104	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK AND BASE MATERIAL, COMPLETE IN PLACE	SY	3,300	TWENTY ONE AND SIXTY ONE DOLLARS CENTS	2161	71313.00
6	104	REMOVE AND DISPOSE EXISTING CONCRETE CURB AND BASE MATERIAL, COMPLETE IN PLACE	LF	4,000	THREE THIRTY FOUR DOLLARS CENTS	3.34	13360.00
7		REMOVE AND DISPOSE EXISTING STORM DRAINS ALONG SEAWALL, ALL TYPES AND SIZES, INCLUDES REMOVAL OF EXCESS GROUT AROUND DRAIN IN THE SEAWALL, COMPLETE IN PLACE	LF	125	TWELVE AND THIRTY DOLLARS CENTS	12.30	1537.50
8	104	REMOVE AND DISPOSE EXISTING CONCRETE TRENCH DRAIN, COMPLETE IN PLACE	LF	50	TWELVE AND TWENTY FIVE DOLLARS CENTS	12.25	612.50

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
9	110	REMOVE AND DISPOSE OFFSITE EXISTING UNSUITABLE SOIL AND BASE MATERIAL BENEATH PAVERS, COMPLETE IN PLACE, ACTUAL QUANTITY	CY	6,000	FOURTEEN AND FIFTEEN DOLLARS AND _____ CENTS	14.15	84,900.00
10	132	IMPORT FILL MATERIAL, COMPLETE IN PLACE, ACTUAL QUANTITY	CY	3,500	TWENTY FIVE AND 00/100 DOLLARS AND _____ CENTS	25.00	87,500.00
11	02983, 528	INSTALL SALVAGED OR SUPPLEMENTAL BRICK PAVERS, INCLUDES LABOR AND 1" CEMENT STABILIZED SAND BASE AND BRICK MORTAR, EXCLUDES COST OF BRICK, COMPLETE IN PLACE, ACTUAL QUANTITY	SY	6,270	ONE TWENTY ONE AND TEN DOLLARS AND _____ CENTS	121.10	759,297.00
12	531	INSTALL 4" THICK CONCRETE SIDEWALK, INCLUDES 1" CEMENT STABILIZED SAND, COMPLETE IN PLACE	SY	3,300	SIXTY FOUR AND NINETEEN DOLLARS AND _____ CENTS	64.19	211,827.00
13	529	INSTALL CONCRETE CURB, INCLUDES 1" CEMENT STABILIZED SAND BASE, COMPLETE IN PLACE	LF	4,000	TWENTY SIX AND EIGHTY ONE DOLLARS AND _____ CENTS	26.81	107,240.00
14	02508	INSTALL VITRIFIED CLAY STORM PIPE UNDER PROPOSED SIDEWALK, ALL SIZES, INCLUDES BEDDING AND BACKFILL MATERIAL AND NECESSARY GROUTING INTO SEAWALL, COMPLETE IN PLACE	LF	100	FOURTY AND 00/100 DOLLARS AND _____ CENTS	40.00	4,000.00
15	PLANS	INSTALL RECTANGULAR STORM DRAIN UNDER SIDEWALK, COMPLETE IN PLACE	LF	60	FOURTY TWO AND 00/100 DOLLARS AND _____ CENTS	42.00	2,520.00

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
16	429	REPAIR 1'X12' CRACK IN RETAINING WALL (SITE 1 IN CONSTRUCTION PLANS), COMPLETE IN PLACE	LS	1	SIX THOUSAND THIRTY FIVE AND 00/100 DOLLARS	6635.00	6,635.00
17	PLANS	INSTALL NEW CONCRETE TRENCH DRAIN, INCLUDES 1' CEMENT STABILIZED BASE, COMPLETE IN PLACE	LF	50	NINETY EIGHT AND TWENTY FOUR DOLLARS	98.24	4,912.00
18		SITE REGRADING, COMPLETE IN PLACE	AC	2	ELEVEN THOUSAND FIVE HUNDRED NINETY DOLLARS AND 00/100	11590.00	23,180.00
19	162	SODDING, COMPLETE IN PLACE	SY	400	FIVE AND 00/100 DOLLARS	5.00	2,000.00
20	164	HYDROMULCH SEEDING DISTURBED AREAS, COMPLETE IN PLACE	AC	2	ONE THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS AND 00/100	1325.00	2,650.00
21	506	INSTALL INLET PROTECTION BARRIERS AND SANDBAGS AT CURB INLETS BENEATH SIDEWALKS, COMPLETE IN PLACE	EA	12	FOURTY FIVE AND 00/100 DOLLARS	45.00	540.00
22	506	SWPPP COMPLIANCE (INCLUDES NOI, NOT, WEEKLY INSPECTIONS) LANDSCAPE MAINTENANCE PRIOR TO AND AT THE END OF CONSTRUCTION, INCLUDES MOWING AND EDGING FROM 5' BACK OF CURB TO SEAWALL (EXCLUDING FENCED IN BATTERIES) AND HERBICIDE APPLICATION TO ALL VEGETATION IN THE PAVEMENT ROADWAY, COMPLETE IN PLACE	LS	1	SIX THOUSAND FIFTEEN AND 00/100 DOLLARS	6615.00	6,615.00
23	751		LS	1	SIX THOUSAND AND 00/100 DOLLARS	6000.00	6,000.00

**SUBTOTAL BASE BID ITEMS \$2,147,939.10**

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

**SUPPLEMENTAL BID ITEMS**

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24		OBTAIN NEW/RECLAIMED BRICK PAVERS APPROVED BY HISTORICAL SOCIETY AND COUNTY ENGINEER TO REPLACE DAMAGED SALVAGED BRICK PAVERS, MATERIAL ONLY, ACTUAL QUANTITY	SY	1,890	FIFTY SEVEN AND THIRTY ONE DOLLARS CENTS	57.31	108,315.90

**SUBTOTAL SUPPLEMENTAL BID ITEMS** \$108,315.90

SUBTOTAL BASE BID ITEMS \$2,147,939.10

SUBTOTAL SUPPLEMENTAL BID ITEMS \$108,315.90

**GRANDTOTAL BASE BID & SUPPLEMENTAL BID ITEMS** \$2,256,255.00

This Proposal consists of a Base Bid and a Supplemental Bid for the procurement of extra new/reclaimed brick pavers. For a bid to be considered responsive all sections must be completed. The project will be awarded based on the grand total of the Base Bid Items plus the Supplemental Bid Items.

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

Proposal - Page

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be  
incorporated into the project

\$ 433,567.00

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

\$ 1,822,688.00

TOTAL (Must agree with bid)

\$ 2,256,255.00

Proposal - Page 1

BID #: B121025

**BID PROPOSAL**

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

**FT TRAVIS SEASHORE PARK IMPROVEMENTS**

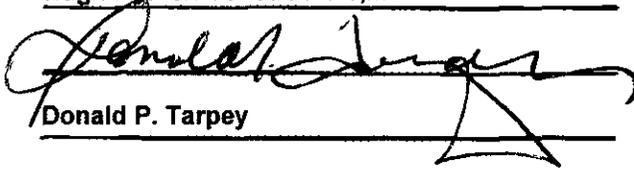
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI and Addendum(s) 1 through 1 of this bid package.

BIDDER	<u>Hugh Patrick Constructors, Inc</u>
SIGNATURE	
PRINT NAME	<u>Donald P. Tarpey</u>
TITLE	<u>President</u>
ADDRESS	<u>P.O. Box 1757</u>
CITY, STATE	<u>Texas City, Texas</u>
ZIP	<u>77592-1757</u>
TELEPHONE	<u>(409)948-2949</u>
FAX NO	<u>(409)948-2282</u>
DATE	<u>June 28, 2012</u>
TAX I.D. No	<u>74-1938717</u>

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

BASE BID ITEMS							
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Thirty One Thousand Three Hundred AND No DOLLARS CENTS	\$31,300.00	\$31,300.00
2	502	*BARRICADES, SIGNS, CONSTRUCTION FENCING AND TRAFFIC HANDLING * USED FOR TRAFFIC/PEDESTRIAN CONTROL DURING CONSTRUCTION, COMPLETE IN PLACE.	LS	1	Fourteen Thousand Three Hundred Thirty AND No DOLLARS CENTS	\$14,330.00	\$14,330.00
3	PLANS	PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE REMOVE, SALVAGE AND STOCKPILE BRICK PAVERS FOR LATER USE, INCLUDES REMOVAL OF EXISTING MORTAR FROM BRICK, COMPLETE IN PLACE, ACTUAL QUANTITY	EA	1	One Thousand Three Hundred Eighty AND No DOLLARS CENTS	\$1,380.00	\$1,380.00
4	02683	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK AND BASE MATERIAL, COMPLETE IN PLACE	SY	6,270	One Hundred Ten AND Sixty DOLLARS CENTS	\$110.60	\$693,462.00
5	104	REMOVE AND DISPOSE EXISTING CONCRETE CURB AND BASE MATERIAL, COMPLETE IN PLACE	LF	3,300	Eleven AND Fifty Five DOLLARS CENTS	\$11.55	\$38,115.00
6	104	REMOVE AND DISPOSE EXISTING STORM DRAINS ALONG SEAWALL, ALL TYPES AND SIZES, INCLUDES REMOVAL OF EXCESS GROUT AROUND DRAIN IN THE SEAWALL, COMPLETE IN PLACE	LF	4,080	Four AND Fifty Five DOLLARS CENTS	\$4.55	\$18,200.00
7		REMOVE AND DISPOSE EXISTING CONCRETE TRENCH DRAIN, COMPLETE IN PLACE	LF	125	Twenty Nine AND Sixty Eight DOLLARS CENTS	\$29.68	\$3,710.00
8	104	REMOVE AND DISPOSE EXISTING CONCRETE TRENCH DRAIN, COMPLETE IN PLACE	LF	60	Fifty Four AND No DOLLARS CENTS	\$54.00	\$2,700.00

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
9	110	REMOVE AND DISPOSE OFFSITE EXISTING UNSUITABLE SOIL AND BASE MATERIAL BENEATH PAVERS, COMPLETE IN PLACE, ACTUAL QUANTITY	CY	8,000	Six AND Seventy Six DOLLARS CENTS	\$6.76	\$40,560.00
10	132	IMPORT FILL MATERIAL, COMPLETE IN PLACE, ACTUAL QUANTITY	CY	3,800	Fifteen AND Sixty DOLLARS CENTS	\$15.60	\$54,600.00
11	02883, 528	INSTALL SALVAGED OR SUPPLEMENTAL BRICK PAVERS, INCLUDES LABOR AND 1' CEMENT STABILIZED SAND BASE AND BRICK MORTAR, EXCLUDES COST OF BRICK, COMPLETE IN PLACE, ACTUAL QUANTITY	SY	6,270	One Hundred Fifteen AND Eighty DOLLARS CENTS	\$115.80	\$726,066.00
12	531	INSTALL 4" THICK CONCRETE SIDEWALK, INCLUDES 1' CEMENT STABILIZED SAND, COMPLETE IN PLACE	SY	3,300	One Hundred Twenty Eight AND Twenty Five DOLLARS CENTS	\$128.25	\$423,225.00
13	529	INSTALL CONCRETE CURB, INCLUDES 1' CEMENT STABILIZED SAND BASE, COMPLETE IN PLACE	LF	4,000	Fifty One AND Ten DOLLARS CENTS	\$51.10	\$204,400.00
14	02508	INSTALL VITRIFIED CLAY STORM PIPE UNDER PROPOSED SIDEWALK, ALL SIZES, INCLUDES BEDDING AND BACKFILL MATERIAL AND NECESSARY GROUTING INTO SEAWALL, COMPLETE IN PLACE	LF	100	Seventy Five AND No DOLLARS CENTS	\$75.00	\$7,500.00
15	PLANS	INSTALL RECTANGULAR STORM DRAIN UNDER SIDEWALK, COMPLETE IN PLACE	LF	60	Ninety Five AND No DOLLARS CENTS	\$95.00	\$5,700.00

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
16	42B	REPAIR 1'X12' CRACK IN RETAINING WALL (SITE 1 IN CONSTRUCTION PLANS). COMPLETE IN PLACE	LS	1	Six Thousand Three Hundred Seventy AND No DOLLARS CENTS	\$6,370.00	\$6,370.00
17	PLANS	INSTALL NEW CONCRETE TRENCH DRAIN, INCLUDES 1" CEMENT STABILIZED BASE. COMPLETE IN PLACE	LF	50	Ninety Six AND No DOLLARS CENTS	\$96.00	\$4,800.00
18		SITE REGRADING, COMPLETE IN PLACE	AC	2	Eight Hundred Thirty Five AND No DOLLARS CENTS	\$835.00	\$1,670.00
19	162	SODDING, COMPLETE IN PLACE	SY	400	Seven AND No DOLLARS CENTS	\$7.00	\$2,800.00
20	164	HYDROMULCH SEEDING DISTURBED AREAS, COMPLETE IN PLACE	AC	2	Four Thousand Two Hundred AND No DOLLARS CENTS	\$4,200.00	\$8,400.00
21	506	INSTALL INLET PROTECTION BARRIERS AND SANDBAGS AT CURB INLETS BENEATH SIDEWALKS, COMPLETE IN PLACE	EA	12	Forty Five AND No DOLLARS CENTS	\$45.00	\$540.00
22	506	SWPPP COMPLIANCE (INCLUDES NOI, NOT, WEEKLY INSPECTIONS)	LS	1	Six Thousand Eight Hundred AND No DOLLARS CENTS	\$6,800.00	\$6,800.00
23	751	LANDSCAPE MAINTENANCE PRIOR TO AND AT THE END OF CONSTRUCTION, INCLUDES MOWING AND EDGING FROM 5' BACK OF CURB TO SEAWALL (EXCLUDING FENCED IN BATTERIES) AND HERBICIDE APPLICATION TO ALL VEGETATION IN THE PAVEMENT ROADWAY, COMPLETE IN PLACE	LS	1	Four Thousand Five Hundred AND No DOLLARS CENTS	\$4,500.00	\$4,500.00

**SUBTOTAL BASE BID ITEMS \$2,301,128.00**

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

**SUPPLEMENTAL BID ITEMS**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24		OBTAIN NEW/RECLAIMED BRICK PAVERS APPROVED BY HISTORICAL SOCIETY AND COUNTY ENGINEER TO REPLACE DAMAGED SALVAGED BRICK PAVERS, MATERIAL ONLY, ACTUAL QUANTITY	SY	1,880	Seventy AND Thirty DOLLARS CENTS	\$70 30	\$132,867.00

**SUBTOTAL SUPPLEMENTAL BID ITEMS \$132,867.00**

SUBTOTAL BASE BID ITEMS \$2,301,128.00

SUBTOTAL SUPPLEMENTAL BID ITEMS \$ 132,867.00

**GRANDTOTAL BASE BID & SUPPLEMENTAL BID ITEMS \$2,433,995.00**

This Proposal consists of a Base Bid and a Supplemental Bid for the procurement of extra new/reclaimed brick pavers. For a bid to be considered responsive all sections must be completed. The project will be awarded based on the grand total of the Base Bid items plus the Supplemental Bid items.

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

Proposal - Page

**State of Texas Tax Statement of Materials and other charges:**

The cost of in-place materials to be  
incorporated into the project

\$1,095,295.00

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

\$ \$1,338,700.00

**TOTAL (Must agree with bid)**

\$ \$2,433,995.00

THE COUNTY OF  
GALVESTON  
Office of the County Engineer  
722 MOODY, 1<sup>st</sup> FLOOR  
GALVESTON, TX 77550  
(409) 770-5399 (409) 770-5549 (281) 316-8300  
FAX (409) 770-5559

# Transmittal

**To:** Patricia Grady

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**From:** Mike Fitzgerald

---

**Date:** August 3, 2012

---

**Re:** Ft. Travis Seashore Park Improvements

---

**Cc:** Dwight Sullivan

---

On July 24, 2012 the Commissioners' Court (agenda item no 25a1) awarded the above referenced project

Please have the Judge sign all five contracts in the place indicated  
Please let me know when they are ready, we will pick them up and deliver them to the County Clerk



**COUNTY OF GALVESTON**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FT TRAVIS**  
**SEASHORE PARK IMPROVEMENTS**

11/07/11

PRODUCER  
**INSURANCE SERVICES**  
 2626 SOUTH LOOP WEST, SUITE 240  
 HOUSTON, TEXAS 77054  
 (713) 666-7878  
 (713) 666-7856 FAX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY A	TRAVELERS INDEMNITY
COMPANY B	
COMPANY C	
COMPANY D	

INSURED  
**CHARNOCK & COMPANY, INC**  
 1140 SAILFISH  
 BAYOU VISTA, TEXAS 77563  
 (409) 935-3101  
 (409) 935-0286 FAX

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S AND CONTRACTOR'S PROT	NTX087554-1	11/07/11	11/07/12	GENERAL AGGREGATE \$2,000,000.00
					PRODUCTS-COMP/OP AGG \$2,000,000.00
					PERSONAL AND ADV INJURY \$2,000,000.00
					EACH OCCURRENCE \$2,000,000.00
					FIRE DAMAGE (Any one fire) \$ 50,000.00
					MED EXP (Any one person) \$ 5,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$
					OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS \$
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
**GENERAL CONTRACTOR**  
 \*GALVESTON COUNTY IS ALSO LISTED AS AN ADDITIONL INSURED.

\*GALVESTON COUNTY  
 722 MOODY  
 GALVESTON, TEXAS 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

*B. Simms*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2011

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

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

<b>PRODUCER</b> Galveston Insurance Associates 6025 Heards Ln P.O. Box 16767 Galveston TX 77552-6767	<b>CONTACT NAME</b> Deidre Stevens <b>PHONE (A/C, No, Ext.)</b> (409) 740-1251 <b>FAX (A/C, No)</b> (409) 740-0513 <b>E-MAIL ADDRESS</b> deidre.stevens@gia-tx.com <b>PRODUCER CUSTOMER ID#</b> 00000767
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A Travelers INSURER B Texas Mutual Insurance Company INSURER C INSURER D INSURER E INSURER F

**COVERAGES** CERTIFICATE NUMBER-CL1163001795 REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	EA-2A469087	7/7/2011	7/7/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SBP0001092701	10/20/2010	10/20/2011	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E L DISEASE POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E L EACH ACCIDENT	\$ 1,000,000	E L DISEASE - EA EMPLOYEE	\$ 1,000,000	E L DISEASE POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER													
E L EACH ACCIDENT	\$ 1,000,000													
E L DISEASE - EA EMPLOYEE	\$ 1,000,000													
E L DISEASE POLICY LIMIT	\$ 1,000,000													

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

<b>CERTIFICATE HOLDER</b>  COUNTY OF GALVESTON 722 MOODY GALVESTON, TX 77550	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  AUTHORIZED REPRESENTATIVE
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**TEXAS STATUTORY PERFORMANCE BOND**  
**Pursuant to Chapter 2253 of the Texas Government Code**  
**As Amended By The 73<sup>rd</sup> Texas Legislature, 1993**

**(McGregor Act – Public Works)**  
**(Penalty of this bond must be 100% of Contract Amount)**

Bond No 5141212

**KNOW ALL MEN BY THESE PRESENTS**

That Charnock & Company, Inc, hereinafter called  
Principal and SureTec Insurance Company, a corporation organized and  
existing under the laws of the State of Texas with its principal office in the City of  
Houston (hereinafter called Surety), as Surety, are held and firmly bound unto  
Galveston County (hereinafter called Obligee), in the amount  
of One Million Two Hundred Eighty Nine Thousand Seven Hundred Forty Two and 14/100--  
(\$ 1,289,742 14-) Dollars for payment whereof, the said Principal and Surety bind themselves, and their  
heirs administrators, executors successors, and assigns, jointly and severally, by these presents

WHEREAS the Principal has entered into a certain Contract with Obligee dated the 24 day at  
Judez, 2012 to Construct Ft Travis Seashore Park Improvements which said Contract  
is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

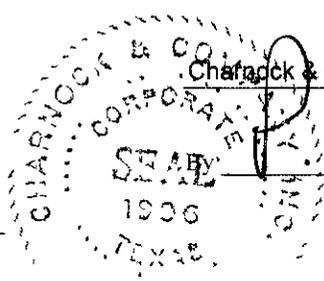
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal  
shall faithfully perform the work in accordance with the plans, specifications and contract documents then  
this obligation shall be void, otherwise to remain in full force and effect

PROVIDED HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253  
of the Texas Government Code as amended by Acts of the 73<sup>rd</sup> legislature 1993, and all liabilities on this  
bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were  
copied at length herein

IN WITNESS WHEREOF the parties hereto have executed this instrument of the 24 day of  
Judez 2012

Witness \_\_\_\_\_  
(If Individual or Firm)

Attest \_\_\_\_\_  
(If Corporation)

 Charnock & Company, Inc  
Principal  


SureTec Insurance Company  
Surety  
  
Kelly J. Brooks, Attorney-in-Fact



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C A McClure, Kelly J Brooks, Kenneth L Meyer

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for

Five Million and 00/100 Dollars (\$5,000,000 00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company

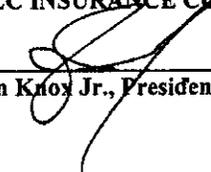
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached (Adopted at a meeting held on 20<sup>th</sup> of April, 1999 )

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A D 2010

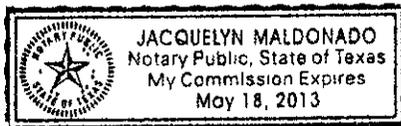
SURETEC INSURANCE COMPANY

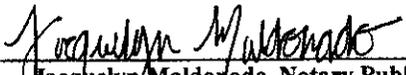
By:   
John Knox Jr., President

State of Texas                    55  
County of Harris



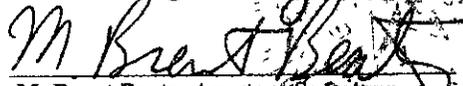
On this 3rd day of September, A.D 2010 before me personally came John Knox Jr, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect

Given under my hand and the seal of said Company at Houston, Texas this 24 day of July 2012 A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8 00 am and 5 00 pm CST

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**  
**Statutory Complaint Notice**

To obtain information or make a complaint

You may call the Surety's toll free telephone number for information or to make a complaint at 1-866-732-0099

You may also write to the Surety at

SureTec Insurance Company  
5000 Plaza on the Lake, Suite 290  
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439

You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771

**PREMIUM OR CLAIM DISPUTES** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance

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**Important Notice Regarding  
Terrorism Risk Insurance Act of 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: SureTec Insurance Company, U S Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties")

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00)

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document

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**Exclusion of Liability for  
Mold, Mycotoxins, and Fungi**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance

**TEXAS STATUTORY PAYMENT BOND**  
**Pursuant to Chapter 2253 of the Texas Government Code**  
**As Amended By The 73<sup>rd</sup> Texas Legislature, 1993**

**(McGregor Act – Public Works)**  
**(Penalty of this bond must be 100% of Contract Amount)**

Bond No 5141212

**KNOW ALL MEN BY THESE PRESENTS**

That Charnock & Company, Inc \_\_\_\_\_, hereinafter called Principal and SureTec Insurance Company \_\_\_\_\_, a corporation organized and existing under the laws of the State of Texas \_\_\_\_\_ with its principal office in the City of Houston \_\_\_\_\_ (hereinafter called Surety), as Surety, are held and firmly bound unto Galveston County \_\_\_\_\_, (hereinafter called Oblige), in the amount of One Million Two Hundred Eighty Nine Thousand Seven Hundred Forty Two and 14/100-- (\$ 1,289,742 14-- ) Dollars, for payment whereof the said Principal and Surety bind themselves, and their heirs administrators executors successors, and assigns, jointly and severally, by these presents

WHEREAS the Principal has entered into a certain Contract with Oblige, dated the 24 day of July, 2012 to Construct Ft Travis Seashore Park Improvements \_\_\_\_\_ which said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW THEREFORE, the condition of this obligation is such that if the Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract 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 Chapter 2253 of the Texas Government Code as amended by Acts for the 73<sup>rd</sup> legislature, 1993, and all liabilities on this bond to such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the parties hereto have executed this instrument of the 24 day of July 2012

Witness \_\_\_\_\_  
(If Individual or Firm)

Attest \_\_\_\_\_  
(If Corporation)

Charnock & Company, Inc \_\_\_\_\_  
Principal

By [Signature]  
SEAL  
1996  
TEXAS

SureTec Insurance Company \_\_\_\_\_  
Surety

[Signature]  
Kelly J. Brooks, Attorney-In-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

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C A McClure, Kelly J Brooks, Kenneth L Meyer

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for

Five Million and 00/100 Dollars (\$5,000,000 00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company

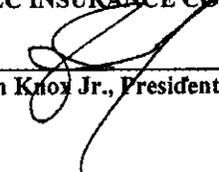
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached (Adopted at a meeting held on 20<sup>th</sup> of April, 1999)

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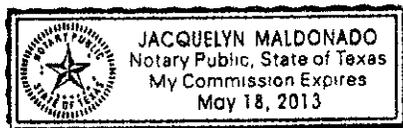
SURETEC INSURANCE COMPANY

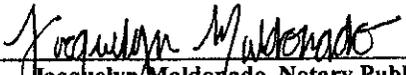
By.   
John Knox Jr., President



State of Texas                    ss  
County of Harris

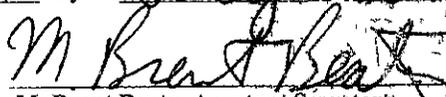
On this 3rd day of September, A D 2010 before me personally came John Knox Jr, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect

Given under my hand and the seal of said Company at Houston, Texas this 24 day of July, 2012 A D.

  
M Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8 00 am and 5 00 pm CST

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You may also write to the Surety at

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5000 Plaza on the Lake, Suite 290  
Austin TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439

You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771

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**Important Notice Regarding  
Terrorism Risk Insurance Act of 2002**

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The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00)

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document

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**Exclusion of Liability for  
Mold, Mycotoxins, and Fungi**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance

ADDENDUM NO 1  
DATED JUNE 18, 2012

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR THE FT TRAVIS SEASHORE PARK IMPROVEMENTS

GALVESTON COUNTY BID NO B121025

The attention of all prospective Bidders is directed to the following modifications to Drawings, Specifications, and Contract Documents for the above-referenced project. The information contained in this Addendum supersedes information contained in the Drawings, Specifications, and Contract Documents to the extent indicated. All information contained in the Drawings, Specifications, and Contract Documents remains in full force and effect unless specifically modified herein.

CONTRACT DOCUMENTS.

Drawings: The following items are corrections to the Bid Drawings that will be reflected on the Construction Drawings.

- 1) Sheet 6 –
  - a. Work item number 3 was not shown on the plan view, this item is the curb replacement shown closest to the project alignment starting at Station 0+00 and ending at the callout “MATCH EXIST. TC=12 11”,
  - b. Work item number 19 will be revised from 86 LF to 35 LF,
  - c. Work item number 24 will be revised from 178 LF to 243 LF.
  - d. Work item number 25 units will be revised from SY to SF and the quantity will be revised from 714 to 738
- 2) Sheet 8 –
  - a. Work item number 60 units will be changed from CY to SY
- 3) Sheet 9 –
  - a. Work item number 69 units will be changed from CY to SY
- 4) Sheet 10 –
  - a. Work item number 75 units will be revised from CY to SY

SPECIFICATIONS:

Specifications:

- 1) A specification has been added entitled “751 – LANDSCAPE MAINTENANCE” to account for the new Base Bid Item added to the proposal.

- 2) The specification titled "REMOVAL AND REPLACEMENT OF BRICK PAVED STREETS" Section 02983 has been revised. Section 3.02-B now calls for 12 inches of cement stabilized sand.

Bid Proposal – A revised bid proposal is attached. The changes that were made to the original form are:

- 1) Spaces have been added for the contractor to acknowledge all addendums.
- 2) Line item 10 unit has been revised and changed to Cubic Yard (CY).
- 3) Line items 4, 11 and 24 have had their units and quantities revised to be on a Square Yard (SY) basis to conform to the specifications.
- 4) A new line item has been added for "LANDSCAPE MAINTENANCE PRIOR TO AND AT THE END OF CONSTRUCTION, INCLUDES MOWING AND EDGING FROM 5' BACK OF CURB TO SEAWALL (EXCLUDING FENCED IN BATTERIES) AND HERBICIDE APPLICATION TO ALL VEGETATION IN THE PAVER ROADWAY, COMPLETE IN PLACE" at the end of the Base Bid Items. Any herbicide used shall be first tested on an inconspicuous area of the pavers to ensure that there is no discoloration to the pavers or mortar.

#### CLARIFICATIONS:

This section is intended to clarify or provide additional information and does not supersede the Contract Documents and Construction Plan Sheet.

- 1) The phone number for Gavin Historical Bricks has been revised to read **(319) 354-5251**.
- 2) The following questions have been asked regarding the project, the answers have been provided below:
  - Q) A large percentage of the pavers is covered with weeds etc.. making it difficult to review the pavers. Will this be removed by the county?
  - A) No, existing vegetation/weeds will not be removed prior to the bid opening. A pay item has been added for the mowing and removal of weeds at the beginning and end of construction
  - Q) Of the pavers that can be seen, it appears that maybe 20% + or - can be salvaged. If this is the case, will it be acceptable to replace the balance with new?
  - A) Salvaged pavers will be used where possible first, reclaimed pavers listed in the supplemental items section of the bid form will be used to complete the remainder of the project.

- Q) Does the county want to retain all the removed damaged pavers and if so, is it the contractor's responsibility to palletize them and move to a location dedicated for storage?
- A) Yes, a location will be designated within the park to stockpile unused damaged pavers
- Q) Will we be able to drive alongside the seawall in the grass for accessibility?
- A) The contractor will be able to drive in the grassy area alongside the paver roadway, see the 100' work zone delineated on sheet 17 of the bid drawings. Contractor shall avoid all existing historic structures and slabs. Contractor shall restore work zone to existing or better condition.

Please note receipt of this addendum by inserting its number in the Document Bid Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

Direct any questions concerning this Addendum to Cobb, Fendley & Associates Inc. to Mr. Alex Van Duzer at (713) 462-3242.

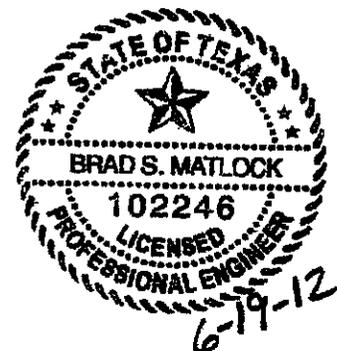
END OF ADDENDUM NO.1

APPROVED FOR ISSUE:



By Cobb, Fendley & Associates, Inc.  
FIRM No. 274

END OF DOCUMENT



BID # B121025

**BID PROPOSAL**

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for  
FT TRAVIS SEASHORE PARK IMPROVEMENTS

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

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

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

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

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI and Addendum(s) \_\_\_\_\_ through \_\_\_\_\_ of this bid package.

BIDDER \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
FAX NO \_\_\_\_\_  
DATE \_\_\_\_\_  
TAX I D No \_\_\_\_\_

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

<b>BASE BID ITEMS</b>							
ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	_____ DOLLARS AND _____ CENTS		
2	502	"BARRICADES, SIGNS, CONSTRUCTION FENCING AND TRAFFIC HANDLING " USED FOR TRAFFIC/PEDESTRIAN CONTROL DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	_____ DOLLARS AND _____ CENTS		
3	PLANS	PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	EA	1	_____ DOLLARS AND _____ CENTS		
4	02983	REMOVE, SALVAGE AND STOCKPILE BRICK PAVERS FOR LATER USE, INCLUDES REMOVAL OF EXISTING MORTAR FROM BRICK, COMPLETE IN PLACE, ACTUAL QUANTITY	SY	6,270	_____ DOLLARS AND _____ CENTS		
5	104	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK AND BASE MATERIAL, COMPLETE IN PLACE	SY	3,300	_____ DOLLARS AND _____ CENTS		
6	104	REMOVE AND DISPOSE EXISTING CONCRETE CURB AND BASE MATERIAL, COMPLETE IN PLACE	LF	4,000	_____ DOLLARS AND _____ CENTS		
7		REMOVE AND DISPOSE EXISTING STORM DRAINS ALONG SEAWALL, ALL TYPES AND SIZES, INCLUDES REMOVAL OF EXCESS GROUT AROUND DRAIN IN THE SEAWALL, COMPLETE IN PLACE	LF	125	_____ DOLLARS AND _____ CENTS		
8	104	REMOVE AND DISPOSE EXISTING CONCRETE TRENCH DRAIN, COMPLETE IN PLACE	LF	50	_____ DOLLARS AND _____ CENTS		

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
9	110	REMOVE AND DISPOSE OFFSITE EXISTING UNSUITABLE SOIL AND BASE MATERIAL BENEATH PAVERS, COMPLETE IN PLACE, ACTUAL QUANTITY	CY	6,000	AND _____ DOLLARS _____ CENTS		
10	132	IMPORT FILL MATERIAL, COMPLETE IN PLACE, ACTUAL QUANTITY	CY	3,500	AND _____ DOLLARS _____ CENTS		
11	02983, 528	INSTALL SALVAGED OR SUPPLEMENTAL BRICK PAVERS, INCLUDES LABOR AND 1' CEMENT STABILIZED SAND BASE AND BRICK MORTAR, EXCLUDES COST OF BRICK, COMPLETE IN PLACE, ACTUAL QUANTITY	SY	6,270	AND _____ DOLLARS _____ CENTS		
12	531	INSTALL 4" THICK CONCRETE SIDEWALK, INCLUDES 1' CEMENT STABILIZED SAND, COMPLETE IN PLACE	SY	3,300	AND _____ DOLLARS _____ CENTS		
13	529	INSTALL CONCRETE CURB, INCLUDES 1' CEMENT STABILIZED SAND BASE, COMPLETE IN PLACE	LF	4,000	AND _____ DOLLARS _____ CENTS		
14	02508	INSTALL VITRIFIED CLAY STORM PIPE UNDER PROPOSED SIDEWALK, ALL SIZES, INCLUDES BEDDING AND BACKFILL MATERIAL AND NECESSARY GROUTING INTO SEAWALL, COMPLETE IN PLACE	LF	100	AND _____ DOLLARS _____ CENTS		
15	PLANS	INSTALL RECTANGULAR STORM DRAIN UNDER SIDEWALK, COMPLETE IN PLACE	LF	60	AND _____ DOLLARS _____ CENTS		

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
16	429	REPAIR 1'X12 CRACK IN RETAINING WALL (SITE 1 IN CONSTRUCTION PLANS), COMPLETE IN PLACE	LS	1	AND _____ DOLLARS _____ CENTS		
17	PLANS	INSTALL NEW CONCRETE TRENCH DRAIN, INCLUDES 1' CEMENT STABILIZED BASE, COMPLETE IN PLACE	LF	50	AND _____ DOLLARS _____ CENTS		
18		SITE REGRADING, COMPLETE IN PLACE	AC	2	AND _____ DOLLARS _____ CENTS		
19	162	SODDING, COMPLETE IN PLACE	SY	400	AND _____ DOLLARS _____ CENTS		
20	164	HYDROMULCH SEEDING DISTURBED AREAS, COMPLETE IN PLACE	AC	2	AND _____ DOLLARS _____ CENTS		
21	506	INSTALL INLET PROTECTION BARRIERS AND SANDBAGS AT CURB INLETS BENEATH SIDEWALKS, COMPLETE IN PLACE	EA	12	AND _____ DOLLARS _____ CENTS		
22	506	SWPPP COMPLIANCE (INCLUDES NOI, NOT, WEEKLY INSPECTIONS)	LS	1	AND _____ DOLLARS _____ CENTS		
23	751	LANDSCAPE MAINTENANCE PRIOR TO AND AT THE END OF CONSTRUCTION, INCLUDES MOWING AND EDGING FROM 5' BACK OF CURB TO SEAWALL (EXCLUDING FENCED IN BATTERIES) AND HERBICIDE APPLICATION TO ALL VEGETATION IN THE PAVER ROADWAY, COMPLETE IN PLACE	LS	1	AND _____ DOLLARS _____ CENTS		

**SUBTOTAL BASE BID ITEMS**

**FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM**

**SUPPLEMENTAL BID ITEMS**

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24		OBTAIN NEW/RECLAIMED BRICK PAVERS APPROVED BY HISTORICAL SOCIETY AND COUNTY ENGINEER TO REPLACE DAMAGED SALVAGED BRICK PAVERS, MATERIAL ONLY, ACTUAL QUANTITY	SY	1,890	AND _____ DOLLARS _____ CENTS		

**SUBTOTAL SUPPLEMENTAL BID ITEMS**

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SUBTOTAL BASE BID ITEMS

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SUBTOTAL SUPPLEMENTAL BID ITEMS

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**GRANDTOTAL BASE BID & SUPPLEMENTAL BID ITEMS**

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This Proposal consists of a Base Bid and a Supplemental Bid for the procurement of extra new/reclaimed brick pavers. For a bid to be considered responsive all sections must be completed. The project will be awarded based on the grand total of the Base Bid Items plus the Supplemental Bid Items.

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

Proposal - Page

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be  
incorporated into the project

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

TOTAL (Must agree with bid)

\$ \_\_\_\_\_

## ITEM 751

### LANDSCAPE MAINTENANCE

**751.1. Description.** Perform landscape maintenance, litter pickup, mowing and edging, and irrigation repair of landscaped areas

**751.2. Materials.** Furnish materials in accordance with Section 193 2, "Materials," unless otherwise shown on the plans

**751.3. Work Methods.** Perform landscape maintenance as follows in designated areas at the frequency shown on the plans or as directed. Dispose of any debris off the right of way in accordance with federal, state, and local regulations

**A. Fertilizer Application.** Apply fertilizer at the specified locations, at the analysis, times, and rate of application shown on the plans

**B. Herbicide Application.** Comply with license requirements in Section 193 3.A, "Plant Maintenance." Control undesirable vegetation in riprap areas, plant beds, tree areas, and other locations by application of herbicide using manufacturers' recommendations, as directed. Remove dead plant debris

**C. Irrigation System Operation and Repair.** Perform irrigation system work under the supervision of a person possessing an irrigator's license issued by the TCEQ, and provide documentation of this license. Repair deficiencies as shown on plans. Perform backflow preventer testing as necessary or as directed. Ensure that all zones are functioning properly and providing adequate moisture to maintain healthy plants using an approved watering schedule. When shown on plans, winterize the system to prevent freeze damage. Repair system using replacement parts of the same type and manufacturer as originally installed or approved equal. Provide plant irrigation by an approved alternate method at no cost to the Department if the system fails due to the Contractor's actions or neglect

**D. Leaf Removal.** Remove and dispose of tree clippings, limbs, leaves, and pine needles as shown on the plans or as directed

**E. Litter Pickup.** Pick up litter in accordance with Item 734, "Litter Removal "

**F. Mowing, Trimming, and Edging.** Mow and trim in accordance with Section 745 3 B, "Grounds Maintenance," and Item 730, "Roadside Mowing," as approved

**G. Mulching and Reshaping of Plant Beds.** Reshape plant basins and beds. Apply and maintain mulch to a minimum depth of 2 in , unless otherwise shown on the plans. Areas and species to be mulched will be shown on the plans

**H. Plant Bed Maintenance.** Physically remove weeds and undesirable grasses, including their root systems, from within plant beds. Trim ground covers and perform additional maintenance to plants within plant beds as required on the plans

**I. Pruning.** Prune and trim shrubs, bushes, and trees in accordance with ANSI A300

**J. Vegetative Watering.** Water areas not containing irrigation systems, as shown on the plans. Provide adequate moisture to maintain healthy plants. Haul water to locations where there is no municipal supply or well.

**751.4. Measurement.** This item will be measured as follows.

**A. Fertilizer Application.** By the cycle.

**B. Herbicide Application.** By the cycle

**C. Irrigation System Operation and Repair.** By the month

**D. Leaf Removal.** By the cycle.

**E. Litter Pickup.** By the acre or by the cycle.

**F. Mowing, Trimming, and Edging.** By the acre or by the cycle

**G. Mulching and Reshaping of Plant Beds.** By the cycle.

**H. Plant Bed Maintenance.** By the cycle.

**I. Pruning.** By the cycle

**J. Vegetative Watering.** By the thousand gallons of water hauled or by the month

**751.5. Payment.** The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit prices bid for "Fertilizer Application," "Herbicide Application," "Irrigation System Operation and Repair," "Leaf Removal," "Litter Pickup," "Mowing, Trimming, and Edging," "Mulching and Reshaping of Plant Beds," "Plant Bed Maintenance," "Pruning," and "Vegetative Watering" at locations specified

This price is full compensation for equipment, labor, materials, tools, and incidentals.

Disposal of debris, leaves, and dead plants and trees will not be paid for directly, but will be subsidiary to pertinent items

Section 02983

REMOVAL AND RESTORATION OF BRICK PAVED STREETS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A Brick paving work for removal and restoration of existing brick paved streets; either exposed or overlaid is directed toward preservation of historic items

1.02 MEASUREMENT AND PAYMENT

A Unit Prices.

1. Payment for removal and restoration of brick paved streets is on square yard basis.
2. Refer to Section 01270 - Measurement and Payment for unit price procedures

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price

1.03 REFERENCES

- A ASTM C 91 - Standard Specification for Masonry Cement.
- B. ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
- C. ASTM C 270 Standard Specification for Mortar for Unit Masonry

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit certification from manufacturer that bricks and masonry cement meet applicable requirements of reference standards.

1.05 HANDLING AND STORAGE

- A Take extreme care when excavating in or adjacent to brick paved surface.
- B. Remove bricks by hand and clean them of mortar, grout, sand or tar
- C Protect brick at work site from theft, breakage, and damage. Store brick on site in secure, locked area.

PART 2 PRODUCTS

2.01 BRICK MASONRY UNITS FOR PAVING

- A. Reuse all existing bricks in order to restore brick paved surface to its original or better condition. New replacement bricks will be used only after all of the salvaged bricks have been reused so that the new bricks are concentrated together. The new bricks shall match the original in size, dimension, texture and color.
- B. Replace bricks which become damaged or cracked with new paving bricks that match existing brick. Remove damaged bricks from site.

2.02 MORTAR

- A. Masonry Cement: Cement manufactured in United States and conforming to requirements of ASTM C 91.
- B. Mixing Water: Clean, free from harmful amounts of acids, alkalis and organic material.
- C. Type and Strength: Comply with requirements of ASTM C 270, Type M, with compressive strength of 2500 psi at 28 days.
- D. Brick Foundation Base: Use cement-stabilized sand as specified in Item 276 – Cement Treatment (Plant-Mixed)
- E. Refer to Section 04061 – Mortar.

PART 3 EXECUTION

3 01 RESTORATION OF PAVEMENT FOR OVERLAID BRICK STREETS

- A. The restoration of brick pavement section which is below existing overlay is not required. Replacement of pavement after completing utility work can be accomplished without replacing brick. Use paving materials matching existing to restore pavement section. Refer to Section 02951 - Pavement Repair and Resurfacing.

3 02 PREPARATION FOR RESTORATION OF EXPOSED BRICK STREET

- A. Ensure that subgrade to support brickwork is at proper grades and elevation. Correct improperly prepared surfaces. Before starting brick paving work, verify that work surfaces and masonry are free of dirt, grease, oil, or other harmful materials.
- B. Excavate and compact backfill according to Item 400 Excavation and Backfill for Structures. Place 12 inches of cement stabilized sand base to elevation of brick

foundation in accordance with Item 276 – Cement Treatment (Plant-Mixed)

3 03 WEATHER REQUIREMENTS

- A Lay no masonry when temperature of outside air is below 40 degrees F, unless satisfactory means are provided to heat materials and protect work from cold and frost
- B Maintain mortar at 40 degrees F or above and ensure that mortar will harden without freezing.

3.04 MORTAR MIXING

- A. The recommended mortar should be a lime-cement-sand mixture in the proportion of 1:2:8. Mix in power-driven, drum-type mixer as follows 1 Combine 3/4 of required water and all masonry cement. 2 Mix briefly, then add water in small quantities until workability of batch is satisfactory to masons 3. Mix for minimum of 3 minutes and completely empty drum before recharging for next batch.
- B. Retemper mortar that has stiffened because of evaporation of water by adding water as frequently as needed to restore desired consistency Use and place mortar in final position within 2 1/2 hours after initial mixing.

3 05 BRICK PLACEMENT

- A Ensure that brick foundation base is properly graded and compacted in order to match grade of surrounding existing brick pavement Provide for proper drainage without ponding.
- B. Place bricks level to create smooth and uniform surface for vehicles.
- C Where fresh masonry joins partially set or totally set masonry, clean surfaces of set masonry. Remove loose mortar and brick.
- D. Wet brick to obtain best possible bond.
- E Immediately remove mortar droppings and splashing as work progresses to facilitate final cleaning

3 06 JOINTS

- A. Completely fill joints in brick and other materials with mortar as each course is laid
- B. Make joints uniform 1/4 inch wide or match existing joint width, unless otherwise shown on Drawings
- C When mortar is "thumbprint" hard, tool exposed joints with round jointer that is slightly larger than width of mortar joint In tooling, make sure that cracks and crevices are

closed.

- D. Point holes in masonry. Cut out defective joints and repoint.

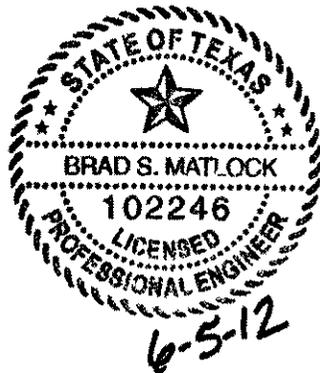
**3.07 FIELD QUALITY CONTROL**

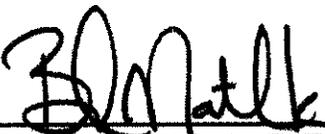
- A. Test under provisions of Section 01454 - Testing Laboratory Services.
- B. Mold minimum of one set of mortar samples for each day's placement, or as directed by Project Manager. Mold three 2 inch square cubes. Test one cube for compressive strength at 7 days and test other 2 cubes for compressive strength at 28 days in accordance with ASTM C 109.

**END OF SECTION**

**COUNTY OF GALVESTON**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FT TRAVIS**  
**SEASHORE PARK IMPROVEMENTS**



  
\_\_\_\_\_  
Brad Matlock, P E  
CobbFendley  
Firm No 274

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**SECTION I**

**Invitation to Bid**

**General Provisions**

**Vendor Qualification Packet**

**Instructions to Bidders**



**BID #: B121025**  
**OPEN 06/28/2012**  
**2.00 PM**

**INVITATION TO BID**  
**FT. TRAVIS SEASHORE PARK IMPROVEMENTS**  
**GALVESTON COUNTY, TEXAS**

**BID #B121025**

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for  
**Bid # B121025, Ft. Travis Seashore Park Improvements**

Sealed bids in sets of six (6), (one (1) original and five (5) copies) will be received in the office of the County Purchasing Agent, until 2:00 P. M. on 06/28/2012 and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on 06/28/2012 at 2:00 P.M. in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21<sup>st</sup> St), Fifth (5<sup>th</sup>) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope  
**Bid # B121025, Ft. Travis Seashore Park Improvements**

Bidder's name and return address should be on the outside of the envelope

Plans and specifications may be obtained from the office of Cobb Fendley & Associates, Inc., 13430 NW Freeway, Suite 1100, Houston, Texas 77040, (713) 462-3242.

A \$100 00 non refundable deposit shall be required for each set of plans and specifications

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your proposal

Bids will be completed on the forms and proposal sheets provided

**Each bid must be accompanied by a Certified or Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within sixty (60) days from the date of bid opening, the bidder will enter into a contract and execute any required Performance and Payment Bonds**

Commissioners' Court reserves the right to waive any informality and to reject any and all bids, and to accept bid or bids which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS  
FT. TRAVIS SEASHORE PARK IMPROVEMENTS  
GALVESTON COUNTY, TEXAS**

**1 BID PACKAGE**

*The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of six (6), one (1) original and five (5) copies, on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract. The successful bidder will execute with the County.*

**2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Bid must be submitted in writing to

**Rufus G. Crowder, CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7987  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)**

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

**3. TIME FOR RECEIVING BIDS**

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

**4. BID OPENING**

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS  
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GALVESTON COUNTY, TEXAS**

**5. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

**6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

**7. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions. Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**8. EXCEPTIONS TO BID**

No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions. Otherwise, Bidders must adhere to the specifications when completing their submittals.

**9. PRICING**

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**10. PROCUREMENT CARD PROGRAM**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please note this in your bid submittal.

**11. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter

**GENERAL PROVISIONS  
FT. TRAVIS SEASHORE PARK IMPROVEMENTS  
GALVESTON COUNTY, TEXAS**

151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>

**12. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**13. MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

**14. AWARD OF BIDS**

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

**GENERAL PROVISIONS  
FT. TRAVIS SEASHORE PARK IMPROVEMENTS  
GALVESTON COUNTY, TEXAS**

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

**15. RESULTANT CONTRACT**

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

**16. CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

**17. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

**GENERAL PROVISIONS  
FT. TRAVIS SEASHORE PARK IMPROVEMENTS  
GALVESTON COUNTY, TEXAS**

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract.

**18. TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

**19. FORCE MAJEURE**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**20. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

**21. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**GENERAL PROVISIONS  
FT. TRAVIS SEASHORE PARK IMPROVEMENTS  
GALVESTON COUNTY, TEXAS**

**22. NO COMMITMENT BY COUNTY OF GALVESTON**

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

**23. SINGLE BID RESPONSE**

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**24. REJECTION/DISQUALIFICATION OF BIDS**

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the bid form(s) furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- E Evidence of collusion among bidders

**25. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

**26. BID DISCLOSURES**

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**27. PROTEST**

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS  
FT. TRAVIS SEASHORE PARK IMPROVEMENTS  
GALVESTON COUNTY, TEXAS**

**28. WITHDRAWAL OF BID**

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**29. INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**30. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums:

- A For damages arising out of bodily injury to or death of one person in any one accident – ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident – THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident – ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

**31. BID BOND**

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The certified check or bid bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

**GENERAL PROVISIONS  
FT. TRAVIS SEASHORE PARK IMPROVEMENTS  
GALVESTON COUNTY, TEXAS**

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

**32. PERFORMANCE AND PAYMENT BOND(S)**

V T C A , Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000), to be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas A surety licensed to do business in the state of Texas must execute the bond

Bidders should familiarize themselves with the entire provisions of V T C A , Chapter 2253 and the penalties provided for its violation before submitting their bid

**33. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> 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>

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GALVESTON COUNTY, TEXAS**

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](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.

**34 ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**35. NON-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 or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

**36 PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

## **GENERAL PROVISIONS FT. TRAVIS SEASHORE PARK IMPROVEMENTS 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.

**GENERAL PROVISIONS  
FT. TRAVIS SEASHORE PARK IMPROVEMENTS  
GALVESTON COUNTY, TEXAS**

**Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

**Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

**37. OPEN RECORDS**

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**

**38. NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

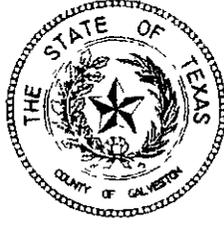
To the County at

Hon. Mark A. Henry, County Judge  
722 Moody  
Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 765-2653

And to

Rufus G. Crowder, CPPB  
Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 770-5560



## County of Galveston Purchasing Department Vendor Qualification Packet

(rev 1 2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department  
722 Moody Avenue, (21st Street), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax

- Form PEID:** Person /Entity Information Data  
**Form W-9:** Request for Taxpayer Identification Number and Certification  
*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form )*  
**Form CIQ:** Conflict of Interest Questionnaire  
*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)*

**Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows

### **Public Liability and Property Damage Insurance:**

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor Vendor shall at its own expense be required to carry the following minimum insurance coverages

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000 00),
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000 00), and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000 00)

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

**Worker's Compensation Insurance:**

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

**The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.** Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

**Procurement Policy - Special Note:**

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

**Code of Ethics - Statement of Purchasing Policy:**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

**General Ethical Standards:** It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

**Gratuities:** It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

**Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

**Confidential Information:** It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

**Questions/Concerns:**

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

# Conflict of Interest Forms

## Conflict of Interest Reporting:

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500 00 during the preceding 12-month period, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250 00 during the preceding 12-months, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176

A blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at [http //www co galveston tx us](http://www.co.galveston.tx.us). Blank CIQ Forms may also be obtained by visiting the Texas Ethics Commission website, specifically at [http //www ethics state tx us/whatsnew/conflict\\_forms htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

**It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if required.** Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176

In the event Proposer believes that it is not required to file the CIQ Form, then Proposer hereby **CERTIFIES** that by submission of its proposal without the enclosed copy of the filed CIQ Form, that Proposer is not currently required to file a CIQ Form.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

All information provided on the submitted forms must be typed or plainly and legibly handwritten in blue or black ink. In addition, wherever signatures are requested, the name(s) of the person(s) signing must be printed or typed directly beneath the signature line

Any document that is deemed not legible may cause vendor status to be suspended or denied until corrected

Forms CIS and CIQ must be filed with the County Clerk. The Galveston County Clerk has offices at the following locations

**Galveston County Clerk**

Galveston County Criminal Justice Center, Suite 2001  
600 59th Street  
Galveston, Texas 77551

**Galveston County Clerk**

North County Annex, 1st Floor  
174 Calder Road  
League City, Texas 77573

If you are required to report under Chapter 176 of the Texas Local Government Code, it is your sole responsibility to comply with the reporting requirements. Compliance with Texas Local Government Code Chapter 176 is the individual responsibility of each local government officer, individual, business, and agent, as applicable. Chapter 176 provides that failure to comply with the reporting requirements is an offense



**COUNTY of GALVESTON  
Purchasing Department**

rev 13, March 29, 2010

<b>FORM PEID:</b>	<b>Request for Person-Entity Identification Data</b>
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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.

<b>Business Name:</b>	
<b>Attention Line:</b>	

2.

<b>Physical Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip+4:</b>

3.

<b>Billing / Remit Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip+4:</b>

4.

<b>Main Contact Person:</b>	
<b>Main Phone Number:</b>	
<b>Fax Number:</b>	
<b>E-mail Address:</b>	

Areas below are for County use only.

<b>Requested By:</b>	<b>Phone / Ext. #</b>
<b>Department:</b>	<b>Date:</b>

<b>Action Requested - Check One:</b>	<b>IFAS PEID Vendor Number:</b>	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person:** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships:** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  - 2 The United States or any of its agencies or instrumentalities,
  - 3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  - 4 A foreign government or any of its political subdivisions, agencies, or instrumentalities or
  - 5 An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
- 6 A corporation,
  - 7 A foreign central bank of issue,
  - 8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  - 9 A futures commission merchant registered with the Commodity Futures Trading Commission,
  - 10 A real estate investment trust,
  - 11 An entity registered at all times during the tax year under the Investment Company Act of 1940,
  - 12 A common trust fund operated by a bank under section 584(a),
  - 13 A financial institution,
  - 14 A middleman known in the investment community as a nominee or custodian, or
  - 15 A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for .	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; gross proceeds paid to an attorney; and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1 Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983** You must give your correct TIN, but you do not have to sign the certification.

**2 Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983** You must sign the certification or backup withholding will apply if you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3 Real estate transactions** You must sign the certification. You may cross out item 2 of the certification.

**4 Other payments** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5 Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions** You must give your correct TIN, but you do not have to sign the certification.

**Note** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN and
- Be careful when choosing a tax preparer

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**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
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>1</sup>
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5 Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account	Give name and EIN of
7 Disregarded entity not owned by an individual	The owner
8 A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9 Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11 Partnership or multi-member LLC	The partnership
12 A broker or registered nominee	The broker or nominee
13 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the Business name/disregarded entity name line. You may use either your SSN or EIN (if you have one) but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note: Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B 1491, 80th Leg., Regular Session  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a)  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed See Section 176 006, Local Government Code  
A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity

2  Check this box if you are filing an update to a previously filed questionnaire

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate )

3 Name of local government officer with whom filer has employment or business relationship

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D Describe each employment or business relationship with the local government officer named in this section

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## **INSTRUCTIONS TO BIDDERS**

### **1 BID PACKAGE**

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids

### **2. REVIEW**

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County

### **3 PRE-BID MODIFICATIONS**

Any modification to any portion of this bid packet will be in writing in the form of addenda. All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids. Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received.

### **4 BID FORMS**

All bids must be submitted on forms furnished by County

### **5 TIME FOR RECEIVING BIDS**

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the

envelope for the sole purpose of identifying the Bid Number for which the submission was made. The envelope will then be resealed. No liability will attach to a County officer or employee for the premature opening of a bid.

**6. TERM**

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award"

**7. AWARD OF BID**

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid. Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

**8. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued.

**9. REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to. (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any Bidder determined to be not responsible.

## 10 **BID BOND**

Each Bidder will be required to furnish with his bid a Cashier's or Certified Check from any bank in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The certified check or Bid Bond will be returned to the unsuccessful Bidder(s) and to the successful Bidder on the completion of execution of all contract documents and the furnishing of any necessary payment and

performance bonds and insurance certificates

The bid bond or check will be forfeited to the County as liquidated damages should the successful Bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

## 11 **PERFORMANCE AND PAYMENT BOND**

V.T.C.A., Government Code Chapter 2253, requires a Performance Bond (for contracts in excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000), be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston. They shall be written on forms provided by the surety for public works projects in Texas. They shall also be executed by a surety and licensed to do business in Texas

Bidders should familiarize themselves with the entire provisions of V.T.C.A.,

Chapter 2253 and the penalties provided for its violations before submitting their bid

## 12 **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same. The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work.

## 13 **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151.309, Texas Tax Code.

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9 07 in lieu of the tax. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended.

**SECTION II**  
**Bid Proposal**  
**Contract Award**

Proposal - Page 1

BID #: B121025

**BID PROPOSAL**

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

**FT TRAVIS SEASHORE PARK IMPROVEMENTS**

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

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

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

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

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI and Addendum(s) 1 through — of this bid package.

BIDDER Chaenock & Company Inc.  
SIGNATURE P. Chaenock  
PRINT NAME Peter Chaenock  
TITLE President  
ADDRESS 1140 Sailfish  
CITY, STATE Hitchcock, Tx.  
ZIP 77563  
TELEPHONE 409.935.3101  
FAX NO 409.935.0286  
DATE 6.28.2012  
TAX ID No 76-0595699

Charnack

FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	SIXTY ONE THOUSAND FOUR HUNDRED THIRTY SIX AND 00/100 DOLLARS AND CENTS		61,416. <sup>50</sup>
2	502	"BARRICADES, SIGNS, CONSTRUCTION FENCING AND TRAFFIC HANDLING" USED FOR TRAFFIC/PEDESTRIAN CONTROL DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	EIGHT THOUSAND FIVE HUNDRED THIRTY ONE AND 50/100 CENTS	8431. <sup>50</sup>	8431. <sup>50</sup>
3	PLANS	PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	EA	1	ONE THOUSAND NINETY FIVE DOLLARS AND 07/100 CENTS	1095. <sup>50</sup>	1,095. <sup>50</sup>
4	02983	REMOVE, SALVAGE AND STOCKPILE BRICK PAVERS FOR LATER USE, INCLUDES REMOVAL OF EXISTING MORTAR FROM BRICK, COMPLETE IN PLACE, ACTUAL QUANTITY	SY	6.270	TWENTY SIX AND 88/100 DOLLARS AND CENTS	26. <sup>88</sup>	168,537. <sup>60</sup>
5	104	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK AND BASE MATERIAL, COMPLETE IN PLACE	SY	3,300	TEN AND 90/100 DOLLARS AND CENTS	10. <sup>90</sup>	35,970. <sup>50</sup>
6	104	REMOVE AND DISPOSE EXISTING CONCRETE CURB AND BASE MATERIAL, COMPLETE IN PLACE	LF	4,000	ONE AND 10/100 DOLLARS AND CENTS	1. <sup>10</sup>	4,400. <sup>50</sup>
7		REMOVE AND DISPOSE EXISTING STORM DRAINS ALONG SEAWALL, ALL TYPES AND SIZES, INCLUDES REMOVAL OF EXCESS GROUT AROUND DRAIN IN THE SEAWALL, COMPLETE IN PLACE	LF	125	TEN AND 95/100 DOLLARS AND CENTS	10. <sup>95</sup>	1,368. <sup>75</sup>
8	104	REMOVE AND DISPOSE EXISTING CONCRETE TRENCH DRAIN, COMPLETE IN PLACE	LF	50	FIFTY FOUR AND 75/100 DOLLARS AND CENTS	54. <sup>75</sup>	2,737. <sup>50</sup>

FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM

Chanock

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
9	110	REMOVE AND DISPOSE OFFSITE EXISTING UNSUITABLE SOIL AND BASE MATERIAL BENEATH PAVERS, COMPLETE IN PLACE, ACTUAL QUANTITY	CY	6,000	Seven AND 20/100 DOLLARS CENTS	7.20	43,200.00
10	132	IMPORT FILL MATERIAL, COMPLETE IN PLACE, ACTUAL QUANTITY	CY	3,500	EIGHTEEN AND 15/100 DOLLARS CENTS	18.15	63,525.00
11	02983, 528	INSTALL SALVAGED OR SUPPLEMENTAL BRICK PAVERS, INCLUDES LABOR AND 1' CEMENT STABILIZED SAND BASE AND BRICK MORTAR, EXCLUDES COST OF BRICK, COMPLETE IN PLACE, ACTUAL QUANTITY	SY	6,270	Seventy Eight AND 60/100 DOLLARS CENTS	78.60	492,822.00
12	531	INSTALL 4" THICK CONCRETE SIDEWALK, INCLUDES 1' CEMENT STABILIZED SAND, COMPLETE IN PLACE	SY	3,300	Fifty Two AND 85/100 DOLLARS CENTS	52.85	174,465.00
13	529	INSTALL CONCRETE CURB, INCLUDES 1' CEMENT STABILIZED SAND BASE, COMPLETE IN PLACE	LF	4,000	Fourteen AND 15/100 DOLLARS CENTS	14.15	56,600.00
14	02508	INSTALL VITRIFIED CLAY STORM PIPE UNDER PROPOSED SIDEWALK, ALL SIZES, INCLUDES BEDDING AND BACKFILL MATERIAL AND NECESSARY GROUTING INTO SEAWALL, COMPLETE IN PLACE	LF	100	Seventy Nine AND 95/100 DOLLARS CENTS	79.95	7,995.00
15	PLANS	INSTALL RECTANGULAR STORM DRAIN UNDER SIDEWALK, COMPLETE IN PLACE	LF	60	Eighty Five DOLLARS CENTS	85.00	5,100.00

Charrock

FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
16	428	REPAIR 1'X12' CRACK IN RETAINING WALL (SITE 1 IN CONSTRUCTION PLANS), COMPLETE IN PLACE	LS	1	Nine Thousand Three hundred <sup>50</sup> / <sub>100</sub> DOLLARS AND <u>00</u> / <u>100</u> CENTS	9,307. <sup>50</sup>	9,307. <sup>50</sup>
17	PLANS	INSTALL NEW CONCRETE TRENCH DRAIN, INCLUDES 1' CEMENT STABILIZED BASE, COMPLETE IN PLACE	LF	50	Seventy Six <sup>65</sup> / <sub>100</sub> DOLLARS AND <u>65</u> / <u>100</u> CENTS	76. <sup>65</sup>	3,832. <sup>50</sup>
18		SITE REGRADING, COMPLETE IN PLACE	AC	2	Three Thousand Six hundred Ninety <sup>90</sup> / <sub>100</sub> DOLLARS AND <u>90</u> / <u>100</u> CENTS	3,692. <sup>90</sup>	7,385. <sup>50</sup>
19	162	SODDING, COMPLETE IN PLACE	SY	400	Four <sup>25</sup> / <sub>100</sub> DOLLARS AND <u>25</u> / <u>100</u> CENTS	4. <sup>25</sup>	1,940. <sup>50</sup>
20	164	HYDROMULCH SEEDING DISTURBED AREAS, COMPLETE IN PLACE	AC	2	One thousand Six hundred Fifty <sup>50</sup> / <sub>100</sub> DOLLARS AND <u>50</u> / <u>100</u> CENTS	1,615. <sup>50</sup>	3,230. <sup>50</sup>
21	506	INSTALL INLET PROTECTION BARRIERS AND SANDBAGS AT CURB INLETS BENEATH SIDEWALKS, COMPLETE IN PLACE	EA	12	Fifty Eight <sup>50</sup> / <sub>100</sub> DOLLARS AND <u>50</u> / <u>100</u> CENTS	58. <sup>50</sup>	702. <sup>50</sup>
22	506	SWPPP COMPLIANCE (INCLUDES NO, NOT, WEEKLY INSPECTIONS)	LS	1	Three thousand Eleven <sup>11</sup> / <sub>100</sub> DOLLARS AND <u>11</u> / <u>100</u> CENTS	3,011	3,011. <sup>50</sup>
23	751	LANDSCAPE MAINTENANCE PRIOR TO AND AT THE END OF CONSTRUCTION, INCLUDES MOWING AND EDGING FROM 5' BACK OF CURB TO SEAWALL (EXCLUDING FENCED IN BATTERIES) AND HERBICIDE APPLICATION TO ALL VEGETATION IN THE PAVED ROADWAY, COMPLETE IN PLACE	LS	1	Four thousand Four Hundred <sup>00</sup> / <sub>100</sub> DOLLARS AND <u>00</u> / <u>100</u> CENTS		4,400. <sup>50</sup>

SUBTOTAL BASE BID ITEMS \$ 1,161,410.<sup>85</sup>

FT TRAVIS SEASHORE PARK IMPROVEMENTS BID FORM

Charnock

SUPPLEMENTAL BID ITEMS

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
24		OBTAIN NEW/RECLAIMED BRICK PAVERS APPROVED BY HISTORICAL SOCIETY AND COUNTY ENGINEER TO REPLACE DAMAGED SALVAGED BRICK PAVERS, MATERIAL ONLY, ACTUAL QUANTITY	SY	1,890	Sixty Seven <sup>207</sup> / <sub>100</sub> AND _____ DOLLARS _____ CENTS	67. <sup>90</sup> —	128,331.—

SUBTOTAL SUPPLEMENTAL BID ITEMS \$ 128,331.—

SUBTOTAL BASE BID ITEMS \$ 1,161,410.<sup>85</sup>—

SUBTOTAL SUPPLEMENTAL BID ITEMS 128,331.—

GRANDTOTAL BASE BID & SUPPLEMENTAL BID ITEMS \$ 1,289,742.<sup>14</sup>—

This Proposal consists of a Base Bid and a Supplemental Bid for the procurement of extra new/reclaimed brick pavers. For a bid to be considered responsive all sections must be completed. The project will be awarded based on the grand total of the Base Bid items plus the Supplemental Bid items.

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

Charnock

Proposal - Page

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project

\$ 515,942.<sup>14</sup>

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

\$ 773,800.

TOTAL (Must agree with bid)

\$ 1,289,742.<sup>14</sup>

**CONTRACT AWARD**

**CONTRACT FOR: FT TRAVIS SEASHORE PARK IMPROVEMENTS**

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID

Contract No                    1086

Bid No                            B121025

Contractor                    Charnock & Company, Inc

The Specifications and Drawings are enumerated as follows

Standard Specifications: **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions        **To Items 1 thru 9**

Special Items                **Special Specifications are listed in Section V under "General Notes and Special Items."**

Special Specifications

**276     Cement Treatment (Plant-Mixed)**  
**02508         Extra Strength Clay Pipe**  
**02983    Removal and Restoration of Brick Paved Streets**  
**04061    Mortar**

DRAWINGS                    1 Thru 20  
ADDENDA                    1 Thru 1

**Contract Award (continued)**

Sections I (Invitation to Bid, General Provisions, Instructions to Bidders, Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

**Time of Completion** The Contractor shall complete the work within 180 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

**The Contract Sum** The County shall pay the Contractor for performance of the Contract, the sum of One Million, Two Hundred Eighty-Nine Thousand, Seven Hundred Forty-Two Dollars and 14/100 (\$1,289,742 14), payments to be made as described herein.

Performance Bond required. (x) yes ( ) no  
Payment Bond required (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on July 24, 2012

EXECUTED this 6 day of Aug, 2012

COUNTY OF GALVESTON, TEXAS

BY Mark Henry  
Mark Henry, County Judge

ATTEST  
Dwight D. Sullivan  
Dwight D. Sullivan, County Clerk

CONTRACTOR  
BY P. Chaenock  
Signature - Title  
Peter Chaenock  
Printed Name



**SECTION III**  
**Special Terms and Conditions**

## SPECIAL TERMS AND CONDITIONS

### CONTRACT FOR: FT TRAVIS SEASHORE PARK IMPROVEMENTS

In the event of a conflict between any provision of these Special Terms and Conditions and any other section or provision of this bid package or a contract awarded under this bid, the Special Terms and Provisions control. If you need additional information, contact the Project Administrator.

Qualified bids or exceptions to the bids are not allowed.

#### SCOPE:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to

Reconstruct portions of an existing 2,950 linear foot historic brick paver roadway with curbs and sidewalk by removing, salvaging and resetting the existing brick pavers, incorporating new matching brick pavers as needed. This project also includes the complete removal and replacement of the existing sidewalk along the seawall, the removal and replacement of curbs as needed, and the replacement of the existing drainage pipes below the sidewalk. In addition, minor regrading is proposed next to the existing Batteries and where curbs are to be replaced.

The work to be performed will be administered by the County's Program Administrator, who, for purposes of this Contract is:

Name: Michael Fitzgerald, P.E., County Engineer  
Address: 722 Moody Avenue, Galveston, Texas 77550  
Telephone No: (409) 770-5554

#### GENERAL

The Contractor will be required to make submittals on all materials for pre-delivery approval.

All advance warning signs to be set two weeks prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County.

For this project the contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction. These barricades and warning signs shall be constructed and placed in accordance with the barricades and construction standards, latest Texas

MUTCD, and typical construction layouts, or as directed by the Engineer.

The Contractor shall be responsible for controlling excess dust and loose rocks produced by the work. The Contractor shall use methods which are reasonable and practical to control these problems.

### **MATERIAL STORAGE**

Mixing of materials, storing of materials, storing of equipment, or repairing of equipment on top of pavement or bridge decks will not be permitted unless specifically authorized by the ENGINEER. Permission will be granted to store materials on subject surfaces if no damage or discoloration will result.

### **MATERIAL HAULING**

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State Highways.

### **VERTICAL AND HORIZONTAL CONTROL**

Vertical and horizontal control points will be provided by Galveston County. All construction surveying and staking will be done by the contractor.

### **MATERIALS TESTING**

Galveston County will pay for and conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products. Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications. Test results from the County's testing will be made available to Contractor.

### **SUSPENSION OF WORK**

In case of suspension of work for any cause, the contractor shall be responsible for the preservation of all materials. He shall provide suitable drainage of the roadway and shall erect temporary structures where required. The contractor shall maintain the roadway in good and passable condition until final acceptance.

### **ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE**

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of

work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

### **WORKING HOURS**

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6:00 A.M. of the following day.

### **LIQUIDATED DAMAGES**

Liquidated damages in the amount of One Thousand dollars (\$ 1,000.00 ) per day will be assessed for each day beyond the time of completion that the work is not substantially complete.

### **TIME OF COMPLETION**

Time of Completion of this project is 180 calendar days from the date of the Notice to Proceed.

### **PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY**

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment.

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

### **BUILDER'S RISK INSURANCE**

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project.

### **EXPERIENCE**

All bidders must have done a like project within the last two years.

### **EXCESS, WASTE MATERIAL AND DEBRIS**

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

### **LABOR AND EQUIPMENT**

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly.

### **FIELD OFFICE**

For this project the Contractor will not have to provide a field office.

### **INCIDENTALS**

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

### **FLAGMEN**

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling".

### **SPECIAL REQUIREMENTS:**

- 1) The attached schedule of wages per hour for this Contract follow



Crane, Hydraulic 80 Tons or less . . . .	.\$ 13 86
Crane, Lattice boom 80 tons or less . . . .	.\$ 14 97
Crane, Lattice boom over 80 Tons. . . .	.\$ 15 80
Crawler Tractor	\$ 13 68
Excavator, 50,000 pounds or less . . . .	\$ 12 71
Excavator, Over 50,000 pounds . . . .	\$ 14 53
Foundation Drill, Crawler Mounted . . . .	\$ 17 43
Foundation Drill, Truck Mounted . . . .	\$ 15.89
Front End Loader 3 CY or Less . . . .	\$ 13.32
Front End Loader, Over 3 CY	\$ 13.17
Loader/Backhoe . . . .	\$ 14.29
Mechanic . . . .	\$ 16.96
Milling Machine . . . .	\$ 13.53
Motor Grader, Fine Grade.	\$ 15.69
Motor Grader, Rough	\$ 14 23
Off Road Hauler . . . .	\$ 14 60
Pavement Marking Machine.	\$ 11.18
Piledriver.. . . .	\$ 14 95
Roller, Asphalt . . . .	\$ 11 95
Roller, Other. . . .	\$ 11.57
Scraper . . . .	\$ 13 47
Spreader Box . . . .	\$ 13 58
Servicer . . . .	.\$ 13 97
Steel Worker	
Reinforcing Steel . . . .	\$ 15 15
Structural Steel Welder	\$ 12 85
Structural Steel. . . .	\$ 14 39

TRUCK DRIVER

Low Boy Float . . . .	.. \$ 16 03
Single Axle . . . .	\$ 11 46
Single or Tandem Axle Dump..	\$ 11 48
Tandem Axle Tractor w/Semi	
Trailer ... . . .	.\$ 12 27

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental

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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) (11))

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have been found to be prevailing for that classification. Example PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates, however, the data used in computing these rates may include both union and non-union data. Example SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey, and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2 ) and 3 ) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to

Branch of Construction Wage Determinations  
Wage and Hour Division  
U S Department of Labor  
200 Constitution Avenue, N W  
Washington, DC 20210

2 ) If the answer to the question in 1 ) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to

Wage and Hour Administrator  
U S. Department of Labor  
200 Constitution Avenue, N W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc ) that the requestor considers relevant to the issue.

3 ) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to

Administrative Review Board  
U.S Department of Labor  
200 Constitution Avenue, N.W  
Washington, DC 20210

4 ) All decisions by the Administrative Review Board are final

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END OF GENERAL DECISION

**CONTRACTOR'S  
AFFIDAVIT OF  
PAYMENT OF  
DEBTS AND CLAIMS**

OWNER   
 ARCHITECT   
 CONTRACTOR   
 SURETY   
 OTHER

AIA Document G706

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

PROJECT.   
 (name, address)

CONTRACT DATE

State of  
 County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

EXCEPTIONS (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

**SUPPORTING DOCUMENTS ATTACHED HERETO**

- 1 Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose  
 Indicate attachment (yes ) (no )

The following supporting documents should be attached hereto if required by the Owner

- 1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- 2 Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
- 3 Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A)

**CONTRACTOR**

Address

BY

Subscribed and sworn to before me this  
 day of 19

Notary Public

My Commission Expires

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

PROJECT

(name, address)

CONTRACT DATE

State of

County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above

EXCEPTIONS (If none, write "None" If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

## SUPPORTING DOCUMENTS ATTACHED HERETO

- 1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- 2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

CONTRACTOR

Address

BY

Subscribed and sworn to before me this  
day of

19

Notary Public

My Commission Expires

50

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

PROJECT  
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO  
CONTRACT FOR

CONTRACT DATE

CONTRACTOR

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this

day of

19

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

Attest  
(Seal)

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND  
CLAIMS, Current Edition

**CONSENT OF SURETY  
TO REDUCTION IN OR  
PARTIAL RELEASE OF RETAINAGE**

AIA DOCUMENT G707 A

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

PROJECT  
(name, address)

TO (Owner)

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ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety as it appears in the bond)

, SURETY

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOR

hereby approves the reduction in or partial release of retainage to the Contractor as follows

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety  
of any of its obligations to (here insert name and address of Owner)

, OWNER

as set forth in the said Surety's bond

IN WITNESS WHEREOF,  
the Surety has hereunto set its hand this

day of

19

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Representative

Attest  
(Seal)

\_\_\_\_\_  
Title

**SECTION IV**

**General Terms and Conditions**

## **GENERAL TERMS AND CONDITIONS**

### **1 COUNTY AS OWNER**

The word "County" in this contract refers to the County of Galveston.

### **2 CONTRACTOR**

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract

### **3 PROGRAM ADMINISTRATOR**

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract

### **4 STATUS OF CONTRACTOR**

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress

### **5 ASSIGNMENT AND SUBLETTING**

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract

### **6 EQUAL OPPORTUNITY**

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination

## **7 CONTRACT**

This contract consists of the following documents, Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

## **8 DISCREPANCIES AND OMISSIONS**

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor.

## **9 COLLATERAL CONTRACT**

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

## **10 TIME**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award.

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator.

## **11 TIME AND ORDER OF COMPLETION**

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award.

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment.

## **12 EXTENSION OF TIME**

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

## **13 LOSSES FROM NATURAL CAUSES**

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost.

## **14 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

## **15. PERFORMANCE OF WORK**

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

## **16 STORAGE AND CLEANUP**

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work.

## **17 WORKING HOURS**

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract.

## 18 WORKSITE SECURITY

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following

- a) its employees,
- b) employees of subcontractors,
- c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator, and
- d) agents and/or employees of the County

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties

## 19 ALCOHOL/DRUG FREE WORKPLACE

The County is committed to maintaining an alcohol and drug free workplace Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited Violation of this requirement shall constitute grounds for immediate termination of the contract

## 20 LABOR

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost.

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause

In the event of Contractor's non-compliance with the non-discrimination

clause of this contract, the contract entered into may be canceled in whole or in part

## **21 WAGE RATES**

This Contract is a Public Works Contract governed by V T C A , Government Code, Chapter 2258 That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U S C Section 276a et seq) are used in this contract and are incorporated and made a part hereof

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area

Contractor acknowledges that

A) Pursuant to V T C A , Government Code §2258.022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of \$60 00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract, and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker The record shall be open at all reasonable hours to inspection by the officers and agents of the County

Contractor represents it has read this law and the penalties provided prior to entering into this agreement

## **22 UTILITIES**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor

## **23 PARKING**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County

## **24 FIRE AND SAFETY**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site

## **25 CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator

## **26 INSURANCE**

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage

- 1) Workmen's Compensation
  - a State Statutory
  - b Applicable - Statutory
  
- 2) Comprehensive General Liability (including Premises – Operations; Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage)
  - a Bodily Injury –
    - \$100,000.00 each person, each occurrence
    - \$300,000 00 Aggregate, each occurrence
  - b Property Damage including loss of use –
    - \$100,000 00 Each occurrence
  - c Products and Completed Operations to be maintained for 1 year after Final Payment
  - d Property Damage Liability Insurance will provide X, C or U coverage as applicable
  
- 3) Contractual Liability
  - a Bodily Injury
    - \$100,000 00 Each Person
    - \$300,000 00 Each occurrence
  - b Property Damage
    - \$100,000 00 Each occurrence
  
- 4) Personal injury, with Employment Exclusion deleted
  - \$100,000 00 Each occurrence

- 5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles)
  - a Bodily Injury
    - \$100,000 00 Each Person
    - \$300,000 00 Each occurrence
  - b. Property Damage
    - \$100,000 00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

The above requirements do not establish limits of Contractor's liability.

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage.

Such insurance is to be provided at the sole cost of Contractor.

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents.

The County shall be named as "additional insured" on such policies as are specified above.

The County reserves the right to require additional insurance should it be deemed necessary.

**27 SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced.

**28 DAILY CLEANUP**

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations. Materials which are stored on-site shall be stored in an orderly manner. Materials or refuse from demolition and/or removal operations which become

scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed. Truck hauling materials must be covered to keep materials from littering streets.

### **29 FINAL GRADING**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

### **30 RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County.

### **31 INSPECTION**

County reserves the right to inspect the work done by Contractor at any time.

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications.

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time. Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor.

The approval or failure of an inspector to reject non-complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work.

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed.

### **32 DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications, Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith

remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract

### **33 SUBSTANTIAL COMPLETION**

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work. Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same.

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken, however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

### **34 FINAL COMPLETION AND ACCEPTANCE**

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate.

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied.

### **35 PARAGRAPH 35 HAS BEEN DELETED**

### **36 PROGRESS PAYMENTS AND RETAINAGE**

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose. Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed. Applications for payment shall be made monthly by Contractor.

The County shall then pay the Contractor per the provisions of Texas Government Code, Chapter 2251, on or before 30 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement.

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contract equals Ninety Five Percent (95%) of the total contract amount

### **37 ESTIMATED QUANTITIES**

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

### **38 CHANGES AND ALTERATIONS**

Contractor further agrees that Program Administrator may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract, otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case Program Administrator shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

### **39 EXTRA WORK**

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by

Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods

Method (a) - By agreed unit prices, or

Method (b) - By agreed lump sum or

Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Program Administrator or by him agreed The Program Administrator may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost"

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator In case any orders or instructions, either oral or written

appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation

#### **40 FINAL PAYMENT**

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract, and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work

#### **41 HINDRANCES AND DELAYS**

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor

#### **42 TIME OF FILING CLAIMS**

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception. The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing

#### **43 LIQUIDATED DAMAGES FOR DELAY**

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay

#### **44 ABANDONMENT BY CONTRACTOR**

Should Contractor fail to start or resume work within ten (10) days after

written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate

#### **45 TERMINATION**

County may terminate this Contract.

- i immediately by giving written notice, if Contractor breaches its obligation under the Contract, or
- ii with or without cause, after giving 30 days written notice of termination to Contractor

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed. The amount of such payment will be determined by the Program Administrator

#### **46 SALVAGE**

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the Program Administrator. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations

#### **47 COMPLIANCE WITH CODES**

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work

#### **48 INDEMNITY**

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and its officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract

#### **49. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES**

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of equipment, and all supplies incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails to do so, then County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**50 PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT**

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County.

**51 LAWS AND ORDINANCES**

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

**52 WARRANTY**

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

**53 PERMITS AND LICENSES**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

**54 NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt

requested, or may be transmitted by fax as follows  
to County at

Hon Mark Henry, County Judge  
Galveston County Courthouse, 2nd floor  
Galveston, TX 77550  
Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal

**55 FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to *remedy the effects of the occurrence*

**56 APPLICABLE LAWS**

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting

**57 ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. A prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. A subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners' Court.

**58 SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

If a provision contained in this contract is held invalid for any reason, the *invalidity does not affect other provisions of the contract that can be given effect without the invalid provision*, and to this end the provisions of this contract are severable.

**59. GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas. Venue for

an action arising under this contract shall be exclusively in Galveston County

#### **60 LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

#### **61 EMPLOYMENT VERIFICATION**

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/ or Subcontractor paying the County the amount of \$60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

**SECTION V**  
**SPECIFICATIONS**

**PROJECT: FORT TRAVIS SEASHORE PARK IMPROVEMENTS**

**COUNTY: GALVESTON**

"The Enclosed Texas Department of Transportation specifications, special provisions, special specifications, general notes and specification data in this document have been selected by me or prepared under my responsible supervision as being applicable to this project "



*BS Matlock*

**Engineer  
Cobb, Fendley, & Associates, Inc.  
Firm No. 274**

6-5-12

**Date**

## **GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

All Specifications and Special Provisions applicable to this Project are identified as follows

### **STANDARD SPECIFICATIONS**

“Standard Specifications For Construction and Maintenance of Highways, Streets and Bridges” as adopted by the Texas Department of Transportation, June 1, 2004

The following specifications are included within this document

- 104 Removing Concrete
- 110 Excavation
- 132 Embankment
- 162 Sodding for Erosion Control
- 164 Seeding For Erosion Control
- 360 Concrete Pavement
- 400 Excavation and Backfill for Structures
- 429 Concrete Structure Repair
- 440 Reinforcing Steel
- 500 Mobilization
- 502 Barricades, Signs, and Traffic Handling
- 506 Temporary Erosion, Sedimentation, and Environmental Controls
- 528 Colored Textured Concrete and Landscape Pavers
- 529 Concrete Curb, Gutter, and Combined Curb and Gutter
- 531 Sidewalks

### **SPECIAL SPECIFICATIONS.**

- 276 Cement Treatment (Plant-Mixed)
- 02508 Extra Strength Clay Pipe
- 02983 Removal and Restoration of Brick Paved Streets
- 04061 Mortar

### **SPECIAL PROVISIONS.**

Special Provisions to Items 1 Thru 9

**GENERAL:** The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above listed specification items, and including the special provisions listed above, constitute the complete specifications for this project. No separate payment will be made for any item that is not specifically set forth in the bid sheets and all costs therefore shall be included in the prices named in the bid sheets for the various appurtenant items of work

## **GENERAL NOTES AND SPECIAL ITEMS**

### **CONSTRUCTION NOTES**

- 1 Contractor shall contact Ronnie Blizzard at (409) 354-5022 to arrange for a site visit prior to bidding on the project
- 2 Contractor shall field verify existing conditions before beginning construction
- 3 Contractor shall be responsible for providing security to protect his own property, equipment and work in progress
- 4 Contractor shall be responsible for cleaning of streets caused by associated construction at close of each work day
- 5 Paved surfaces shall be protected from damage by tracked equipment. All historic structures, monuments, signs, etc , shall be protected from damage at all times
- 6 Iron rods disturbed during construction are to be replaced by a registered public land surveyor for the original property owner at No separate pay
- 7 The contractor shall be responsible for maintaining an updated redlined "record" set of construction drawings on site for inspection by the engineer.
- 8 Contractor must provide fencing around open excavation areas during non-working hours
- 9 Refer to the SWPPP general notes for proper measures and controls
- 10 Contractor shall obtain all construction permits required by the standards of the governmental agency having jurisdiction.
- 11 Existing pavements, curbs, sidewalks and driveways damaged or removed during construction shall be replaced to original or better Condition
12. Whenever unsuitable material is encountered and cannot be handled by the excavation or embankment requirements, then the unsuitable material shall be excavated to a depth deemed sufficient by the engineer and the excavated material shall be disposed of off the job site The excavated area shall be filled with select fill per Galveston County criteria
- 13 Surplus excavated earthen material becomes the property of the Contractor and shall be removed and disposed of off-site Include cost of removal and disposal

in other items of which this work is a component part, no separate pay. The material must be disposed of in a safe and legal manner.

- 14 Adequate drainage shall be maintained at all times during construction. Any drainage ditch or structure disturbed during construction shall be restored to the satisfaction of the owning authority. Damage to existing pavement during construction shall be restored to the satisfaction of the engineer or owning authority.
- 15 Contractor shall notify the project engineer & construction manager at least 48 hours prior to the start of any construction.
- 16 Contractor to photograph and video work site in the owner's presence prior to construction and deliver copy to owner.
- 17 All fill to be placed in 8" loose lifts (6" compacted) and compacted in place to 95% standard proctor density.
- 18 Contractor must shut down all construction operations during the following events and dates:

Fourth of July - July 4, 2012 & July 5, 2012

Labor Day - September 1, 2012 to September 3, 2012

Jane Long Festival - October 12, 2012 to October 14, 2012

Thanksgiving - November 22, 2012 to November 25, 2012

Christmas - December 22, 2012 to December 25, 2012

New Years - December 29, 2012 to January 1, 2013

#### SEAWALL WALKWAY REPAIR NOTES

- 1 Seawall walkway is a historic structure and needs to be treated respectfully and that as many existing bricks as possible are to be cleaned and reused.

- 2 Removal, repair and/or replacement of brick pavers must match the existing brick pattern of the seawall walkway

3 Replacement bricks approved for use on this project are as follows

"Metropolitan Block" paver  
Gavin Historical Bricks  
2050 Glendale Road  
Iowa City, IO  
(391) 354-5251

"Topeka K's" paver  
Old World Bricks  
227 Heritage Lane  
Onalaska, WI 54650  
(317) 695-4643

\*\*\*\*\*  
**ANY OTHER REPLACEMENT BRICKS MUST BE APPROVED BY THE  
HISTORIC PRESERVATION CONSULTANT AND OWNER PRIOR TO  
CONSTRUCTION AT THE CONTRACTORS OWN RISK.**  
\*\*\*\*\*

- 4 Power tools may be used to remove the mortar from the existing/reused bricks after a tried method is established. The mortar removal must be done carefully to minimize any chips or greater damage. There should be demonstration/training where one mason establishes the most efficient mortar removal process that minimizes damage to the bricks. This can then be replicated for other workers on site as best practice.
- 5 A mock up standard of the bricks and mortar joints to be on site and approved prior to construction.
- 6 All work must comply with antiquities permit on file with the Texas Historical Commission.
- 7 A copy of the antiquities permit must be available on site during working hours.
- 8 Brick mortar shall have a lime cement sand mixture in the proportion of 1 2 8 and shall be field tested for workability and bond. Final visual comparison between new mortar and historic shall be done by examining the freshly broken and cleaned surfaces, **not tooled surfaces**. The mortar gap shall not exceed 1/4" when relaying salvaged pavers or 1/2" when laying new/reclaimed pavers.
- 9 Plant-mixed cement stabilized sand shall be used and must comply with the procedures and guidelines of item 278 - "Cement Treatment (Plant-Mixed)" of the Texas Department of Transportation Standard Specifications.

## **STANDARD SPECIFICATIONS**

ITEM 104  
**REMOVING CONCRETE**

**104.1. Description** Break, remove, and salvage or dispose of existing hydraulic cement concrete

**104.2. Construction.** Remove existing hydraulic cement concrete from locations shown on the plans Avoid damaging concrete that will remain in place Saw-cut and remove the existing concrete to neat lines Replace any concrete damaged by the Contractor at no expense to the Department Unless otherwise shown on the plans, accept ownership and properly dispose of broken concrete in accordance with federal, state, and local regulations

**104.3. Measurement.** Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing

This is a plans quantity measurement Item The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9 2, "Plans Quantity Measurement " Additional measurements or calculations will be made if adjustments of quantities are required

**104.4. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Concrete" of the type specified This price is full compensation for breaking the concrete, loading, hauling and salvaging or disposing of the material, and equipment, labor, tools, and incidentals

Removing retaining wall footings will not be paid for directly, but will be considered subsidiary to this Item

ITEM 110  
EXCAVATION

**110.1. Description.** Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

**110.2. Construction.** Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather, at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

**A. Rock Cuts.** Excavate to finish subgrade. Manipulate and compact subgrade in accordance with Article 132 3 D, "Compaction Methods," unless excavation is to clean homogenous rock at finish subgrade elevation. If excavation extends below finish subgrade, use approved embankment material compacted in accordance with Article 132 3 D to replace undercut material at no additional cost.

**B. Earth Cuts.** Excavate to finish subgrade. In areas where base or pavement structure will be placed on subgrade, scarify subgrade to a uniform depth at least 6 in. below finish subgrade elevation. Manipulate and compact subgrade in accordance with Article 132 3 D, "Compaction Methods."

If unsuitable material is encountered below subgrade elevations, take corrective measures as directed. Drying required deeper than 6 in. below subgrade elevation will be paid for in accordance with Article 9 4, "Payment for Extra Work." Excavation and replacement of unsuitable material below subgrade elevations will be performed and paid for in accordance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9 4.

**C. Subgrade Tolerances.** For turnkey construction, excavate to within 1/2 in. in cross-section and 1/2 in. in 16 ft. measured longitudinally. For staged construction, excavate to within 0.1 ft. in cross-section and 0.1 ft. in 16 ft. measured longitudinally.

**110.3. Measurement.** This Item will be measured by the cubic yard in its original position as computed by the method of average end areas.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9 2, "Plans Quantity Measurement."

Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities

**110.4. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Roadway)," "Excavation (Channel)," "Excavation (Special)," or "Excavation (Roadway and Channel) " This price is full compensation for authorized excavation, drying, undercutting subgrade and reworking or replacing the undercut material in rock cuts, hauling, disposal of material not used elsewhere on the project, scarification and compaction, and equipment, labor, materials, tools, and incidentals

When a slide not due to the Contractor's negligence or operation occurs, payments for removal and disposal of the slide material will be in accordance with Article 9 4, "Payment for Extra Work " Excavation in backfill areas of retaining walls will not be measured or paid for directly but will be subsidiary to pertinent Items

ITEM 132  
**EMBANKMENT**

**132.1. Description.** Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required

**132.2. Materials.** Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way Provide 1 or more of the following types as shown on the plans

- **Type A.** Granular material that is free from vegetation or other objectionable material and meets the requirements of Table 1

**Table 1**  
**Testing Requirements**

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤ 45
Plasticity index (PI)	Tex-106-E	≤ 15
Bar linear shrinkage	Tex-107-E	≥ 2

The Linear Shrinkage test only needs to be performed as indicated in Tex-104-E

- **Type B.** Materials such as rock, loam, clay, or other approved materials
- **Type C.** Material meeting the specification requirements shown on the plans
- **Type D.** Material from required excavation areas shown on the plans

Retaining wall backfill material must meet the requirements of the pertinent retaining wall Items

**132.3. Construction.** Meet the requirements of Item 7, “Legal Relations and Responsibilities to the Public,” when off right of way sources are used To allow for required testing, notify the Engineer before opening a material source Complete preparation of the right of way, in accordance with Item 100, “Preparing Right of Way,” for areas to receive embankment

Backfill tree-stump holes or other minor excavations with approved material and tamp Restore the ground surface, including any material disked loose or washed out, to its original slope Compact the ground surface by sprinkling in accordance with Item 204, “Sprinkling,” and by rolling using equipment complying with Item 210, “Rolling,” when directed

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in , unless otherwise shown on the plans Bench slopes before placing material Begin placement of material at the toe of slopes Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment Simultaneously recompact scarified material with the placed embankment material Do not exceed the layer depth specified in Section 132 3 D, “Compaction Methods ”

Construct embankments to the grade and sections shown on the plans Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross sections, unless otherwise shown on the plans Ensure that each section of the embankment conforms to the detailed sections or slopes Maintain the finished section, density, and grade until the project is accepted

**A. Earth Embankments.** Earth embankment is mainly composed of material other than rock Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling

Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment When the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132 3 D, “Compaction Methods,” place the rock and concrete outside the limits of the completed roadbed Cut and remove all exposed reinforcing steel from the broken concrete

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers Featheredge or mix abutting layers of dissimilar material for at least 100 ft to ensure there are no abrupt changes in the material Break down clods or lumps of material and mix embankment until a uniform material is attained

Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction

When ordinary compaction is specified, roll and sprinkle each embankment layer in accordance with Section 132 3 D 1, "Ordinary Compaction " When density control is specified, compact the layer to the required density in accordance with Section 132 3 D 2, "Density Control "

- B. Rock Embankments.** Rock embankment is mainly composed of rock Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in or less Increase the layer depth for large rock sizes as approved Do not exceed a depth of 2-1/2 ft in any case Fill voids created by the large stone matrix with smaller stones during the placement and filling operations Ensure the depth of the embankment layer is greater than the maximum dimension of any rock Do not place rock greater than 2 ft in its maximum dimension, unless otherwise approved Construct the final layer with graded material so that the density and uniformity is in accordance with Section 132 3 D, "Compaction Methods " Break up exposed oversized material as approved

When ordinary compaction is specified, roll and sprinkle each embankment layer in accordance with Section 132 3 D 1, "Ordinary Compaction " When density control is specified, compact each layer to the required density in accordance with Section 132 3 D 2, "Density Control " When directed, proof-roll each rock layer where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction

- C Embankments Adjacent to Culverts and Bridges.** Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures "

- D. Compaction Methods.** Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller On super elevated curves, begin rolling at the lower side and progress toward the high side Alternate roller trips to attain slightly different lengths Compact embankments in accordance with one of the following methods as shown on the plans

1. **Ordinary Compaction.** Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer The plans or the Engineer may require specific equipment Do not allow the loose depth of any layer to exceed 8 in , unless otherwise approved Before and during rolling operations, bring each layer to the moisture content directed Compact each layer until there is no evidence of further consolidation Maintain a level layer to ensure uniform compaction If the required stability or finish is lost for any reason, recompact and refinish the subgrade at no additional expense to the Department
2. **Density Control.** Compact each layer to the required density using equipment complying with Item 210, "Rolling " Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density Do not exceed layer thickness of 16 in loose or 12 in compacted material, unless otherwise approved Maintain a level layer to ensure uniform compaction

The Engineer will use Tex-114-E to determine the maximum dry density ( $D_s$ ) and optimum moisture content ( $W_{opt}$ ) Meet the requirements for field density and moisture content in Table 2, unless otherwise shown on the plans

**Table 2  
Field Density Control Requirements**

Description	Density <sup>1</sup>	Moisture Content <sup>1</sup>
	Tex-115-E	
PI ≤ 15	≥ 98% D <sub>a</sub>	
15 < PI ≤ 35	≥ 98% D <sub>a</sub> and ≤ 102% D <sub>a</sub>	≥ W <sub>opt</sub>
PI > 35	≥ 95% D <sub>a</sub> and ≤ 100% D <sub>a</sub>	≥ W <sub>opt</sub>

Each layer is subject to testing by the Engineer for density and moisture content. During compaction, the moisture content of the soil should not exceed the value shown on the moisture-density curve, above optimum, required to achieve

- 98% dry density for soils with a PI greater than 15 but less than or equal to 35 or
- 95% dry density for soils with PI greater than 35

When required, remove small areas of the layer to allow for density tests. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, "Proof Rolling," when shown on the plans or as directed. Correct soft spots as directed.

**E. Maintenance of Moisture and Reworking.** Maintain the density and moisture content once all requirements in Table 2 are met. For soils with a PI greater than 15, maintain the moisture content no lower than 4 percentage points below optimum. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.

**F. Acceptance Criteria.**

**1. Grade Tolerances.**

- a. Staged Construction.** Grade to within 0.1 ft in the cross-section and 0.1 ft in 16 ft measured longitudinally.
- b. Turnkey Construction.** Grade to within 1/2 in in the cross-section and 1/2 in in 16 ft measured longitudinally.

**2. Gradation Tolerances.** When gradation requirements are shown on the plans, material is acceptable when not more than 1 of the 5 most recent gradation tests is outside the specified limits on any individual sieve by more than 5 percentage points.

**3. Density Tolerances.** Compaction work is acceptable when not more than 1 of the 5 most recent density tests is outside the specified density limits, and no test is outside the limits by more than 3 lb per cubic foot.

**4. Plasticity Tolerances.** Material is acceptable when not more than 1 of the 5 most recent PI tests is outside the specified limit by no more than 2 points.

**132.4. Measurement.** Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows:

**A. Final.** The cubic yard will be measured in its final position using the average end area method. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.

**B. Original.** The cubic yard will be measured in its original and natural position using the average end area method.

**C. Vehicle.** The cubic yard will be measured in vehicles at the point of delivery.

When measured by the cubic yard in its final position, this is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2, "Plans Quantity."

Measurement ” Additional measurements or calculations will be made if adjustments of quantities are required

Shrinkage or swell factors are the Contractor’s responsibility When shown on the plans, factors are for informational purposes only

Measurement of retaining wall backfill in embankment areas is paid for as embankment, unless otherwise shown on plans Limits of measurement for embankment in retaining wall areas are shown on the plans

**132.5. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Embankment (Final),” “Embankment (Original),” or “Embankment (Vehicle),” of the compaction method and type specified This price is full compensation for furnishing embankment, hauling, placing, compacting, finishing, and reworking, disposal of waste material, and equipment, labor, tools, and incidentals

When proof rolling is directed, it will be paid for in accordance with Item 216, “Proof Rolling ”

All sprinkling and rolling, except proof rolling, will not be paid for directly, but will be considered subsidiary to this Item, unless otherwise shown on the plans

Where subgrade is constructed under this contract, correction of soft spots in the subgrade will be at the Contractor’s expense Where subgrade is not constructed under this contract, correction of soft spots in the subgrade will be paid in accordance with Article 9 4, “Payment for Extra Work ”

ITEM 162  
SODDING FOR EROSION CONTROL

**162.1. Description.** Provide and install grass sod as shown on the plans or as directed

**162.2. Materials.** Use live, growing grass sod of the type specified on the plans Use grass sod with a healthy root system and dense matted roots throughout the soil of the sod for a minimum thickness of 1 in Do not use sod from areas where the grass is thinned out. Keep sod material moist from the time it is dug until it is planted Grass sod with dried roots is unacceptable

- A. Block Sod.** Use block sod free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod
- B. Mulch Sod.** Use mulch sod from an approved source, free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod
- C. Fertilizer.** Furnish fertilizer in accordance with Article 166 2, "Materials "
- D. Water.** Furnish water in accordance with Article 168 2, "Materials "
- E. Mulch.** Use straw mulch consisting of oat, wheat or rice straw or hay mulch of either Bermudagrass or prairie grasses Use straw or hay mulch free of Johnson grass and other noxious and foreign materials Keep the mulch dry and do not use molded or rotted material
- F. Tacking Methods.** Use a tacking agent applied in accordance with the manufacturer's recommendations or a crimping method on all straw or hay mulch operations Tacking agents must be approved before use, or may be specified on the plans

**162.3. Construction.** Cultivate the area to a depth of 4 in. before placing the sod Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans Apply fertilizer uniformly over the entire area in accordance with Article 166 3, "Construction," and water in accordance with Article 168 3, "Construction " Plant between the average date of the last freeze in the spring and 6 weeks prior to the average date for the first freeze in the fall according to the Texas Almanac for the project area

**A. Sodding Types.**

- 1. Spot Sodding.** Use only Bermudagrass sod Create furrows parallel to the roadway, approximately 5 in deep and on 18-inch centers. Sod a continuous row not less than 3 in wide in the 2 furrows adjacent to the roadway Place 3-inch squares of sod on 15-inch centers in the remaining furrows Place sod so that the root system will be completely covered by the soil Firm all sides of the sod with the soil without covering the sod with soil
- 2. Block Sodding.** Place sod blocks over the prepared area Roll or tamp the sodded area to form a thoroughly compacted, solid mat filling all voids in the sodded area

with additional sod Keep sod along edges of curbs, driveways, walkways, etc , trimmed until acceptance

3. **Mulch Sodding.** Mow sod to no shorter than 4 in , and rake and remove cuttings Disk the sod source in 2 directions, cutting the sod to a minimum of 4 in Excavate the sod material to a depth of no more than 6 in Keep excavated material moist or it will be rejected Distribute the mulch sod uniformly over the area to a depth of 6 in loose, unless otherwise shown on the plans, and roll with a light roller or other suitable equipment

Add or reshape the mulch sod to meet the requirements of Section 162 3 B, "Finishing "

- B. **Finishing.** Smooth and shape the area after planting to conform to the desired cross sections Spread any excess soil uniformly over adjacent areas or dispose of the excess soil as directed

- C. **Straw or Hay Mulch.** Apply straw or hay mulch for "Spot Sodding" and "Mulch Sodding" uniformly over the area as shown on the plans Apply straw mulch at 2 to 2-1/2 tons per acre Apply hay mulch at 1-1/2 to 2 tons per acre Use a tacking method over the mulched area

**162.4. Measurement.** "Spot Sodding," "Block Sodding," and "Straw or Hay Mulch" will be measured by the square yard in its final position "Mulch Sodding" will be measured by the square yard in its final position or by the cubic yard in vehicles as delivered to the planting site

**162.5. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Spot Sodding," "Block Sodding," "Straw or Hay Mulch," or "Mulch Sodding " This price is full compensation for securing a source, excavation, loading, hauling, placing, rolling, finishing, furnishing materials, equipment, labor, tools, supplies, and incidentals Fertilizer will not be paid for directly but will be subsidiary to this Item

Unless otherwise specified on the plans, water, except for that used for maintaining and preparing the sod before planting, will be measured and paid for in accordance with Item 168, "Vegetative Watering "

ITEM 164

SEEDING FOR EROSION CONTROL

**164.1. Description** Provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed

**164.2. Materials.**

**A. Seed.** Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity x Germination) Furnish seed of the designated species, in labeled unopened bags or containers to the Engineer before planting Use within 12 mo From the date of the analysis When Buffalograss is specified, use seed that is treated with KNO<sub>3</sub> (potassium nitrate) to overcome dormancy

Use Tables 1 through 4 to determine the appropriate seed mix and rates as specified on the plans

**Table 1  
Permanent Rural Seed Mix**

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/ac.)		Species and Rates (lb. PLS/ac.)	
1 (Paris) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 2	Bermudagrass	1 5
	Bermudagrass	1 8	Bahiagrass (Pensacola)	6 0
	Little Bluestem (Native)	1 7	Sand Lovegrass	0 6
	Illinois Bundleflower	1 0	Weeping Lovegrass (Ermelo)	0 8
2 (Ft Worth) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	2 7	Sand Lovegrass	0 5
	Bermudagrass	0 9	Bermudagrass	1 8
	Little Bluestem (Native)	1 0	Weeping Lovegrass (Ermelo)	0 8
	Blue Grama (Hachita)	0 9	Sand Dropseed	0 4
	Illinois Bundleflower	1 0	Partridge Pearl	1 0
3 (Wichita Falls) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	2 7	Bermudagrass	1 2
	Bermudagrass	0 9	Sand Dropseed	0 4
	Buffalograss (Texoka)	1 6	Sand Bluestem	2 4
	Western Wheatgrass	2 1	Sand Lovegrass	0 3
	Blue Grama (Hachita)	0 6	Weeping Lovegrass (Ermelo)	0 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
4 (Amarillo) Feb 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Weeping Lovegrass (Ermelo)	0 8
	Blue Grama (Hachita)	1 2	Blue Grama (Hachita)	1 0
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 3
	Illinois Bundleflower	1 0	Sand Bluestem	1 8
5 (Lubbock) Feb 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Weeping Lovegrass (Ermelo)	0 8
	Blue Grama (Hachita)	1 2	Blue Grama (Hachita)	1 0
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 3
	Illinois Bundleflower	1 0	Sand Bluestem	1 8
			Purple Prairieclover	0 5

**Table 1 (continued)**  
**Permanent Rural Seed Mix**

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/ac.)		Species and Rates (lb. PLS/ac.)	
6 (Odessa) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 3	Blue Grama	0 8
	Blue Grama (Hachita)	0 8	Sand Dropseed	0 4
	Alkali Sacaton	0 4	Weeping Lovegrass (Ermelo)	0 6
	Galleta	2 1	Indian Ricegrass	3 0
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
7 (San Angelo) Feb 1 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 7	Sideoats Grama (Haskell)	2 7
	Buffalograss (Texoka)	1 6	Weeping Lovegrass (Ermelo)	0 6
	Little Bluestem (Native)	1 7	Sand Dropseed	0 4
	Blue Grama (Hachita)	0 9	Purple Prairieclover	0 5
	Galleta	1 6		
	Illinois Bundleflower	1 0		
8 (Abilene) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 7	Sand Bluestem	3 0
	Blue Grama (Hachita)	0 9	Weeping Lovegrass (Ermelo)	1 2
	Galleta	1 6	Sand Dropseed	0 5
	Buffalograss (Texoka)	1 6	Purple Prairieclover	0 5
	Little Bluestem (Native)	1 7		
	Illinois Bundleflower	1 0		
9 (Waco) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 2	Bermudagrass	2 4
	Sideoats Grama (Haskell)	3 6	Sand Dropseed	0 5
	Little Bluestem (Native)	2 0	Weeping Lovegrass (Ermelo)	0 8
	Illinois Bundleflower	1 0	Partridge Pea	1 0
10 (Tyler) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 8	Bermudagrass	1 8
	Bahiagrass (Pensacola)	9 0	Bahiagrass (Pensacola)	9 0
	Sideoats Grama (Haskell)	2 7	Weeping Lovegrass (Ermelo)	0 5
	Illinois Bundleflower	1 0	Sand Lovegrass	0 5
			Lance-Leaf Coreopsis	1 0
11 (Lufkin) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 8	Bermudagrass	2 1
	Bahiagrass (Pensacola)	9 0	Bahiagrass (Pensacola)	9 0
	Sideoats Grama (Haskell)	2 7	Sand Lovegrass	0 5
	Illinois Bundleflower	1 0	Lance-Leaf Coreopsis	1 0
12 (Houston) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 1	Bermudagrass	2 4
	Sideoats Grama (Haskell)	3 2	Bahiagrass (Pensacola)	10 5
	Little Bluestem (Native)	1 4	Weeping Lovegrass (Ermelo)	0 5
	Illinois Bundleflower	1 0	Lance-Leaf Coreopsis	1 0
13 (Yoakum) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Bermudagrass	1 8
	Bermudagrass	1 8	Bahiagrass (Pensacola)	6 0
	Little Bluestem (Native)	1 4	Sand Lovegrass	0 6
	Illinois Bundleflower	1 0	Weeping Lovegrass (Ermelo)	0 6
			Partridge Pea	1 0

**Table 1 (continued)**  
**Permanent Rural Seed Mix**

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/ac.)		Species and Rates (lb. PLS/ac.)	
14 (Austin) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	0 9	Bermudagrass	2 4
	Sideoats Grama (Haskell)	2 7	Weeping Lovegrass (Ermelo)	0 8
	Little Bluestem (Native)	1 0	Sand Lovegrass	0 8
	Blue Grama (Hachita)	0 9	Partridge Pea	1 0
	Illinois Bundleflower	1 0		
15 (San Antonio) Feb 1 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 2	Bermudagrass	1 8
	Sideoats Grama (Haskell)	2 7	Lehmans Lovegrass	0 6
	Little Bluestem (Native)	1 4	Sand Lovegrass	0 6
	Plains Bristlegrass	1 2	Buffelgrass (Common)	0 4
	Illinois Bundleflower	1 0	Partridge Pea	1 0
16 (Corpus Christi) Jan 1 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 7	Bermudagrass	1 8
	Bermudagrass	1 8	Buffelgrass (Common)	0 4
	Buffalograss (Texoka)	1 6	Sand Lovegrass	0 6
	Plains Bristlegrass	1 2	Lehmans Lovegrass	0 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
17 (Bryan) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 5	Bermudagrass	1 5
	Sideoats Grama (Haskell)	3 6	Bahiagrass (Pensacola)	7 5
	Little Bluestem (Native)	1 7	Weeping Lovegrass (Ermelo)	0 6
	Illinois Bundleflower	1 0	Sand Lovegrass	0 6
			Lance-Leaf Coreopsis	1 0
18 (Dallas) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 2	Bermudagrass	1 8
	Sideoats Grama (El Reno)	2 7	Weeping Lovegrass (Ermelo)	0 6
	Little Bluestem (Native)	2 0	Sand Lovegrass	0 6
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
	Illinois Bundleflower	1 0	Partridge Pea	1 0
19 (Atlanta) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 4	Bermudagrass	2 1
	Sideoats Grama (Haskell)	4 5	Bahiagrass (Pensacola)	7 5
	Illinois Bundleflower	1 0	Sand Lovegrass	0 6
			Lance-Leaf Coreopsis	1 0
20 (Beaumont) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 7	Bermudagrass	2 1
	Sideoats Grama (Haskell)	4 1	Bahiagrass (Pensacola)	7 5
	Illinois Bundleflower	1 0	Sand Lovegrass	0 6
			Lance-Leaf Coreopsis	1 0
21 (Pharr) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Bermudagrass	1 8
	Plains Bristlegrass	1 2	Buffelgrass (Common)	0 4
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
	Bermudagrass	1 2	Lehmans Lovegrass	0 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5

**Table 1 (continued)**  
**Permanent Rural Seed Mix**

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/ac )		Species and Rates (lb. PLS/ac.)	
22 (Laredo) Jan 15 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Bermudagrass	1 8
	Bermudagrass	1 2	Buffelgrass (Common)	0 4
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
	Plains Bristlegrass	1 2	Lehmanns Lovegrass	0 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
23 (Brownwood) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 7	Bermudagrass	1 8
	Bermudagrass	0 6	Weeping Lovegrass (Ermelo)	0 6
	Blue Grama (Hachita)	0 9	Sand Lovegrass	0 6
	Galleta	2 1	Sand Dropseed	0 4
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
24 (El Paso) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Butte)	2 7	Sand Dropseed	0 4
	Blue Grama (Hachita)	0 9	Lehmanns Lovegrass	0 9
	Galleta	2 1	Blue Grama (Hachita)	1 0
	Alkali Sacaton	0 4	Indian Ricegrass	1 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
25 (Childress) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	2 7	Weeping Lovegrass (Ermelo)	1 2
	Blue Grama (Hachita)	0 9	Sand Dropseed	0 5
	Western Wheatgrass	2 1	Sand Lovegrass	0 8
	Galleta	1 6	Purple Prairieclover	0 5
	Illinois Bundleflower	1 0		

**Table 2**  
**Permanent Urban Seed Mix**

<b>District and Planting Dates</b>	<b>Clay Soils Species and Rates (lb. PLS/ac.)</b>	<b>Sandy Soils Species and Rates (lb. PLS/ac.)</b>
1 (Paris) Feb 1 – May 15	Green Sprangletop 0 3 Bermudagrass 2 4 Sideoats Grama (Haskell) 4 5	Green Sprangletop 0 3 Bermudagrass 5 4
2 (Ft Worth) Feb 1 – May 15	Green Sprangletop 0 3 Sideoats Grama (El Reno) 3 6 Bermudagrass 2 4 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Sideoats Grama (El Reno) 3 6 Bermudagrass 2 1 Sand Dropseed 0 3
3 (Wichita Falls) Feb 1 – May 15	Green Sprangletop 0 3 Sideoats Grama (El Reno) 4 5 Bermudagrass 1 8 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Sideoats Grama (El Reno) 3 6 Bermudagrass 1 8 Sand Dropseed 0 4
4 (Amarillo) Feb 15 – May 15	Green Sprangletop 0 3 Sideoats Grama (El Reno) 3 6 Blue Grama (Hachita) 1 2 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Sideoats Grama (El Reno) 2 7 Blue Grama (Hachita) 0 9 Sand Dropseed 0 4 Buffalograss (Texoka) 1 6
5 (Lubbock) Feb 15 – May 15	Green Sprangletop 0 3 Sideoats Grama (El Reno) 3 6 Blue Grama (Hachita) 1 2 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Sideoats Grama (El Reno) 2 7 Blue Grama (Hachita) 0 9 Sand Dropseed 0 4 Buffalograss (Texoka) 1 6
6 (Odessa) Feb 1 – May 15	Green Sprangletop 0 3 Sideoats Grama (Haskell) 3 6 Blue Grama (Hachita) 1 2 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Sideoats Grama (Haskell) 2 7 Sand Dropseed 0 4 Blue Grama (Hachita) 0 9 Buffalograss (Texoka) 1 6
7 (San Angelo) Feb 1 – May 1	Green Sprangletop 0 3 Sideoats Grama (Haskell) 7 2 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Sideoats Grama (Haskell) 3 2 Sand Dropseed 0 3 Blue Grama (Hachita) 0 9 Buffalograss (Texoka) 1 6

**Table 2 (continued)**  
**Permanent Urban Seed Mix**

<b>District and Planting Dates</b>	<b>Clay Soils Species and Rates (lb. PLS/ac.)</b>	<b>Sandy Soils Species and Rates (lb. PLS/ac.)</b>
8 (Abilene) Feb 1 – May 15	Green Sprangletop 0 3 Sideoats Grama (Haskell) 3 6 Blue Grama (Hachita) 1 2 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Sand Dropseed 0 3 Sideoats Grama (Haskell) 3 6 Blue Grama (Hachita) 0 8 Buffalograss (Texoka) 1 6
9 (Waco) Feb 1 – May 15	Green Sprangletop 0 3 Bermudagrass 1 8 Buffalograss (Texoka) 1 6 Sideoats Grama (Haskell) 4 5	Green Sprangletop 0 3 Buffalograss (Texoka) 1 6 Bermudagrass 3 6 Sand Dropseed 0 4
10 (Tyler) Feb 1 – May 15	Green Sprangletop 0 3 Bermudagrass 2 4 Sideoats Grama (Haskell) 4 5	Green Sprangletop 0 3 Bermudagrass 5 4
11 (Lufkin) Feb 1 – May 15	Green Sprangletop 0 3 Bermudagrass 2 4 Sideoats Grama (Haskell) 4 5	Green Sprangletop 0 3 Bermudagrass 5 4
12 (Houston) Jan 15 – May 15	Green Sprangletop 0 3 Sideoats Grama (Haskell) 4 5 Bermudagrass 2 4	Green Sprangletop 0 3 Bermudagrass 5 4
13 (Yoakum) Jan 15 – May 15	Green Sprangletop 0 3 Sideoats Grama (Haskell) 4 5 Bermudagrass 2 4	Green Sprangletop 0 3 Bermudagrass 5 4
14 (Austin) Feb 1 – May 15	Green Sprangletop 0 3 Bermudagrass 2 4 Sideoats Grama (Haskell) 3 6 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Bermudagrass 4 8 Buffalograss (Texoka) 1 6
15 (San Antonio) Feb 1 – May 1	Green Sprangletop 0 3 Sideoats Grama (Haskell) 3 6 Bermudagrass 2 4 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Bermudagrass 4 8 Buffalograss (Texoka) 1 6
16 (Corpus Christi) Jan 1 – May 1	Green Sprangletop 0 3 Sideoats Grama (Haskell) 3 6 Bermudagrass 2 4 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Bermudagrass 4 8 Buffalograss (Texoka) 1 6

**Table 2 (continued)**  
**Permanent Urban Seed Mix**

<b>District and Planting Dates</b>	<b>Clay Soils Species and Rates (lb. PLS/ac.)</b>	<b>Sandy Soils Species and Rates (lb. PLS/ac )</b>
17 (Bryan) Feb 1 – May 15	Green Sprangletop 0 3 Bermudagrass 2 4 Sideoats Grama (Haskell) 4 5	Green Sprangletop 0 3 Bermudagrass 5 4
18 (Dallas) Feb 1 – May 15	Green Sprangletop 0 3 Sideoats Grama (El Reno) 3 6 Buffalograss (Texoka) 1 6 Bermudagrass 2 4	Green Sprangletop 0 3 Buffalograss (Texoka) 1 6 Bermudagrass 3 6 Sand Dropseed 0 4
19 (Atlanta) Feb 1 – May 15	Green Sprangletop 0 3 Bermudagrass 2 4 Sideoats Grama (Haskell) 4 5	Green Sprangletop 0 3 Bermudagrass 5 4
20 (Beaumont) Jan 15 – May 15	Green Sprangletop 0 3 Bermudagrass 2 4 Sideoats Grama (Haskell) 4 5	Green Sprangletop 0 3 Bermudagrass 5 4
21 (Pharr) Jan 15 – May 15	Green Sprangletop 0 3 Sideoats Grama (Haskell) 3 6 Buffalograss (Texoka) 1 6 Bermudagrass 2 4	Green Sprangletop 0 3 Buffalograss (Texoka) 1 6 Bermudagrass 3 6 Sand Dropseed 0 4
22 (Laredo) Jan 15 – May 1	Green Sprangletop 0 3 Sideoats Grama (Haskell) 4 5 Buffalograss (Texoka) 1 6 Bermudagrass 1 8	Green Sprangletop 0 3 Buffalograss (Texoka) 1 6 Bermudagrass 3 6 Sand Dropseed 0 4
23 (Brownwood) Feb 1 – May 15	Green Sprangletop 0 3 Sideoats Grama (Haskell) 3 6 Bermudagrass 1 2 Blue Grama (Hachita) 0 9	Green Sprangletop 0 3 Buffalograss (Texoka) 1 6 Bermudagrass 3 6 Sand Dropseed 0 4
24 (El Paso) Feb 1 – May 15	Green Sprangletop 0 3 Sideoats Grama (Butte) 3 6 Blue Grama (Hachita) 1 2 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Buffalograss (Texoka) 1 6 Sand Dropseed 0 4 Blue Grama (Hachita) 1 8
25 (Childress) Feb 1 – May 15	Green Sprangletop 0 3 Sideoats Grama (El Reno) 3 6 Blue Grama (Hachita) 1 2 Buffalograss (Texoka) 1 6	Green Sprangletop 0 3 Sand Dropseed 0 4 Buffalograss (Texoka) 1 6 Bermudagrass 1 8

**Table 3  
Temporary Cool Season Seeding**

Districts	Dates	Seed Mix and Rates (lb./ac)
Paris (1), Amarillo (4), Lubbock (5), Dallas (18)	September 1 – November 30	Tall Fescue 4 5 Western Wheatgrass 5 6 Wheat (Red, Winter) 34
Odessa (6), San Angelo (7), El Paso (24)	September 1 – November 30	Western Wheatgrass 8 4 Wheat (Red, Winter) 50
Waco (9), Tyler (10), Lufkin (11), Austin (14), San Antonio (15), Bryan (17), Atlanta (19)	September 1 – November 30	Tall Fescue 4 5 Oats 24 Wheat 34
Houston (12), Yoakum (13), Corpus Christi (16), Beaumont (20), Pharr (21), Laredo (22)	September 1 – November 30	Oats 72
Ft Worth (2), Wichita Falls (3), Abilene (8), Brownwood (23), Childress (25)	September 1 – November 30	Tall Fescue 4 5 Western Wheatgrass 5 6 Cereal Rye 34

**Table 4  
Temporary Warm Season Seeding**

Districts	Dates	Seed Mix and Rates (lb /ac.)
All	May 1 – August 31	Foxtail Millet 34

- B. Fertilizer.** Use fertilizer in conformance with Article 166 2, “Materials ”
- C. Vegetative Watering.** Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation
- D. Mulch.**
  - 1. Straw or Hay Mulch.** Use straw or hay mulch in conformance with Article 162 2 E, “Mulch ”
  - 2. Cellulose Fiber Mulch.** Use only cellulose fiber mulches that are on the approved list published in “Field Performance of Erosion Control Products,” available from the Maintenance Division Submit 1 full set of manufacturer’s literature for the selected material Keep mulch dry until applied Do not use molded or rotted material
- E. Tacking Methods.** Use a tacking agent applied in accordance with the manufacturer’s recommendations or a crimping method on all straw or hay mulch operations Tacking agents must be approved before use, or specified on the plans

**164.3. Construction.** Cultivate the area to a depth of 4 in before placing the seed unless otherwise directed When performing permanent seeding after an established temporary seeding, cultivate the seedbed to a depth of 4 in or mow the area before placement of the permanent seed Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans

- A. Broadcast Seeding.** Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil When seed and water are to be distributed as a slurry during hydro-seeding, apply the mixture to the area to be seeded within 30 min of placement of components in the equipment Roll the planted area with a light roller or other suitable equipment Roll sloped areas along the contour of the slopes
- B. Straw or Hay Mulch Seeding.** Plant seed according to Section 164 3 A, “Broadcast Seeding ” Immediately after planting the seed or seed mixture, apply straw or hay mulch uniformly over the seeded area Apply straw mulch at 2 to 2 5 tons per acre Apply hay mulch at 1 5 to 2 tons per acre Use a tacking method over the mulched area

**C. Cellulose Fiber Mulch Seeding.** Plant seed according to Section 164.3 A, "Broadcast Seeding." Immediately after planting the seed or seed mixture, apply cellulose fiber mulch uniformly over the seeded area at the following rates:

- Sandy Soils with slopes of 3:1 or less—2500 lb per acre
- Sandy Soils with slopes greater than 3:1—3000 lb per acre
- Clay Soils with slopes of 3:1 or less—2000 lb per acre
- Clay Soils with slopes greater than 3:1—2300 lb per acre

Cellulose fiber mulch rates are based on dry weight of mulch per acre. Mix cellulose fiber mulch and water to make a slurry and apply uniformly over the seeded area using suitable equipment.

**D. Drill Seeding.** Plant seed or seed mixture uniformly over the area shown on the plans at a depth of 1/4 to 1/3 in. using a pasture or rangeland type drill. Plant seed along the contour of the slopes.

**E. Straw or Hay Mulching.** Apply straw or hay mulch uniformly over the area as indicated on the plans. Apply straw mulch at 2 to 2.5 tons per acre. Apply hay mulch at 1.5 to 2 tons per acre. Use a tacking method over the mulched area.

Apply fertilizer in conformance with Article 166.3, "Construction." Seed and fertilizer may be distributed simultaneously during "Broadcast Seeding" operations, provided each component is applied at the specified rate. When temporary and permanent seeding are both specified for the same area, apply half of the required fertilizer during the temporary seeding operation and the other half during the permanent seeding operation.

Water the seeded areas at the rates and frequencies as shown on the plans or as directed.

**164.4. Measurement.** This item will be measured by the square yard or by the acre.

**164.5. Payment.** The work performed and the materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Broadcast Seeding (Temp)" of warm or cool season specified, "Straw or Hay Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Straw or Hay Mulch Seeding (Temp)" of warm or cool season specified, "Cellulose Fiber Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Cellulose Fiber Mulch Seeding (Temp)" of warm or cool season specified, "Drill Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Drill Seeding (Temp)" of warm or cool season specified, and "Straw or Hay Mulching." This price is full compensation for furnishing materials, including water for hydro-seeding and hydro-mulching operations, mowing, labor, equipment, tools, supplies, and incidentals. Fertilizer will not be paid for directly but will be subsidiary to this item. Water for irrigating the seeded area, when specified, will be paid for under item 168, "Vegetative Watering."

ITEM 360  
CONCRETE PAVEMENT

**360.1. Description.** Construct hydraulic cement concrete pavement with or without curbs on the concrete pavement

**360.2. Materials.**

- A. Hydraulic Cement Concrete.** Provide hydraulic cement concrete in accordance with Item 421, "Hydraulic Cement Concrete," except that strength over-design is not required Provide Class P concrete designed to meet a minimum average flexural strength of 570 psi or a minimum average compressive strength of 3,500 psi at 7 days or a minimum average flexural strength of 680 psi or a minimum average compressive strength of 4,400 psi at 28 days Test in accordance with Tex-448-A or Tex-418-A

When shown on the plans or allowed, provide Class HES concrete for very early opening of small pavement areas or leave-outs to traffic Design Class HES to meet the requirements of Class P and a minimum average flexural strength of 400 psi or a minimum average compressive strength of 2,600 psi in 24 hr , unless other early strength and time requirements are shown on the plans or allowed No strength over-design is required Type III cement is allowed for Class HES concrete

Use Class A or P concrete for curbs that are placed separately from the pavement Provide concrete that is workable and cohesive, possesses satisfactory finishing qualities, and conforms to the mix design and mix design slump

- B. Reinforcing Steel.** Provide Grade 60 deformed steel for bar reinforcement in accordance with Item 440, "Reinforcing Steel " Provide approved positioning and supporting devices (baskets and chairs) capable of securing and holding the reinforcing steel in proper position before and during paving Provide corrosion protection when shown on the plans
- 1. Dowels.** Provide smooth, straight dowels of the size shown on the plans, free of burrs, and conforming to the requirements of Item 440, "Reinforcing Steel " Coat dowels with a thin film of grease or other approved de-bonding material Provide dowel caps on the lubricated end of each dowel bar used in an expansion joint Provide dowel caps filled with a soft compressible material with enough range of movement to allow complete closure of the expansion joint
  - 2. Tie Bars.** Provide straight deformed steel tie bars Provide either multiple-piece tie bars or single-piece tie bars as shown on the plans Provide multiple-piece tie bars composed of 2 pieces of deformed reinforcing steel with a coupling capable of developing a minimum tensile strength of 125% of the design yield strength of the deformed steel when tensile-tested in the assembled configuration Provide a minimum length of 33 diameters of the deformed steel in each piece Use multiple-piece tie bars from the list of "Prequalified Multiple Piece Tie Bar Producers" maintained by the Construction Division, or submit samples for testing in accordance with Tex-711-I
- C. Curing Materials.** Provide Type 2 membrane curing compound conforming to DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants " Provide SS-1 emulsified asphalt conforming to Item 300, "Asphalts, Oils, and Emulsions," for concrete pavement to be overlaid with asphalt concrete under this Contract unless otherwise shown on the plans or approved Provide materials for other methods of curing conforming to the requirements of Item 420, "Concrete Structures "
- D. Epoxy.** Provide Type III epoxy in accordance with DMS-6100, "Epoxyes and Adhesives," for installing all drilled-in reinforcing steel
- E. Evaporation Retardant.** Provide evaporation retardant conforming to DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants "
- F. Joint Sealants and Fillers.** Provide Class 5 or Class 8 joint-sealant materials and fillers unless otherwise shown on the plans or approved and other sealant materials of the size, shape, and type shown on the plans in accordance with DMS-6310, "Joint Sealants and Fillers "

**360.3. Equipment.** Furnish and maintain all equipment in good working condition Use measuring, mixing, and delivery equipment conforming to the requirements of Item 421, "Hydraulic Cement Concrete " Obtain approval for other equipment used

**A. Placing, Consolidating, and Finishing Equipment.** Provide approved self-propelled paving equipment that uniformly distributes the concrete with minimal segregation and provides a smooth machine-finished consolidated concrete pavement conforming to plan line and grade Provide an approved automatic grade control system on slip-forming equipment Provide approved mechanically operated finishing floats capable of producing a uniformly smooth pavement surface Provide equipment capable of providing a fine, light water fog mist

Provide mechanically operated vibratory equipment capable of adequately consolidating the concrete Provide immersion vibrators on the paving equipment at sufficiently close intervals to provide uniform vibration and consolidation of the concrete over the entire width and depth of the pavement and in accordance with the manufacturer's recommendations Provide immersion vibrator units that operate at a frequency in air of at least 8,000 cycles per minute Provide enough hand-operated immersion vibrators for timely and proper consolidation of the concrete along forms, at joints and in areas not covered by other vibratory equipment Surface vibrators may be used to supplement equipment-mounted immersion vibrators Provide tachometers to verify the proper operation of all vibrators

For small or irregular areas or when approved, the paving equipment described in this Section is not required

**B. Forming Equipment.**

**1. Pavement Forms.** Provide metal side forms of sufficient cross-section, strength, and rigidity to support the paving equipment and resist the impact and vibration of the operation without visible springing or settlement Use forms that are free from detrimental kinks, bends, or warps that could affect ride quality or alignment Provide flexible or curved metal or wood forms for curves of 100-ft radius or less

**2. Curb Forms.** Provide curb forms for separately placed curbs that are not slipformed that conform to the requirements of Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter "

**C. Reinforcing Steel Inserting Equipment** Provide inserting equipment that accurately inserts and positions reinforcing steel in the plastic concrete parallel to the profile grade and horizontal alignment in accordance to plan details

**D. Texturing Equipment.**

**1. Carpet Drag.** Provide a carpet drag mounted on a work bridge or a moveable support system Provide a single piece of carpet of sufficient transverse length to span the full width of the pavement being placed and adjustable so that a sufficient longitudinal length of carpet is in contact with the concrete being placed to produce the desired texture Obtain approval to vary the length and width of the carpet to accommodate specific applications Use an artificial grass-type carpet having a molded polyethylene pile face with a blade length of 5/8 in to 1 in , a minimum weight of 70 oz per square yard, and a strong, durable, rot-resistant backing material bonded to the facing

**2. Tining Equipment.** Provide a self-propelled transverse metal tine device equipped with 4-in to 6-in steel tines and with cross-section approximately 1/32 in thick by 1/12 in wide, spaced at 1 in , center-to-center Hand-operated tining equipment that produces an equivalent texture may be used only on small or irregularly shaped areas or, when permitted, in emergencies due to equipment breakdown

**E. Curing Equipment.** Provide a self-propelled machine for applying membrane curing compound using mechanically pressurized spraying equipment with atomizing nozzles Provide equipment and controls that maintain the required uniform rate of application over the entire paving area Provide curing equipment that is independent of all other equipment when production rates are such that the first application of membrane curing compound cannot be accomplished immediately after texturing and after free moisture has disappeared Hand-operated pressurized spraying equipment with atomizing nozzles may only be used on small or irregular areas or, when permitted, in emergencies due to equipment breakdown

- F Sawing Equipment.** Provide power-driven concrete saws to saw the joints shown on the plans Provide standby power-driven concrete saws during concrete sawing operations Provide adequate illumination for nighttime sawing
- G Grinding Equipment.** When required, provide self-propelled powered grinding equipment that is specifically designed to smooth and texture concrete pavement using circular diamond blades Provide equipment with automatic grade control capable of grinding at least a 3-ft width longitudinally in each pass without damaging the concrete
- H. Testing Equipment.** Provide testing equipment regardless of job-control testing responsibilities in accordance with Item 421, "Hydraulic Cement Concrete," unless otherwise shown in the plans or specified
- I. Coring Equipment.** When required, provide coring equipment capable of extracting cores in accordance with the requirements of Tex-424-A
- J. Miscellaneous Equipment.** Furnish both 10-ft and 15-ft steel or magnesium long-handled standard straightedges Furnish enough work bridges, long enough to span the pavement, for finishing and inspection operations Furnish date stencils to impress pavement placement dates into the fresh concrete, with numerals approximately 2 in high by 1 in wide by 1/4 in deep

**360.4. Construction.** Obtain approval for adjustments to plan grade-line to maintain thickness over minor subgrade or base high spots while maintaining clearances and drainage Maintain subgrade or base in a smooth, clean, compacted condition in conformity with the required section and established grade until the pavement concrete is placed Keep subgrade or base damp with water sufficiently in advance of placing pavement concrete Adequately light the active work areas for all nighttime operations Provide and maintain tools and materials to perform testing

**A. Paving and Quality Control Plan.** Submit a paving and quality control plan for approval before beginning pavement construction operations Include details of all operations in the concrete paving process, including longitudinal construction joint layout, sequencing, curing, lighting, early opening, leave-outs, sawing, inspection, testing, construction methods, other details and description of all equipment List certified personnel performing the testing Submit revisions to the paving and quality control plan for approval

**B. Job-Control Testing.** Unless otherwise shown on the plans, perform all fresh and hardened concrete job-control testing at the specified frequency Provide job-control testing personnel meeting the requirements of Item 421, "Hydraulic Cement Concrete " Provide and maintain testing equipment, including strength testing equipment at a location acceptable to the Engineer Use of a commercial laboratory is acceptable Maintain all testing equipment calibrated in accordance with pertinent test methods Make strength-testing equipment available to the Engineer for verification testing

Provide the Engineer the opportunity to witness all tests The Engineer may require a retest if not given the opportunity to witness Furnish a copy of all test results to the Engineer daily Check the first few concrete loads for slump, air, and temperature on start-up production days to check for concrete conformance and consistency Sample and prepare strength test specimens (2 specimens per test) on the first day of production and for each 3,000 sq yd or fraction thereof of concrete pavement thereafter Prepare at least 1 set of strength-test specimens for each production day Perform slump, air, and temperature tests each time strength specimens are made Monitor concrete temperature to ensure that concrete is consistently within the temperature requirements The Engineer will direct random job-control sampling and testing Immediately investigate and take corrective action as approved if any Contractor test result, including tests performed for verification purposes, does not meet specification requirements

When job-control testing by the Contractor is waived by the plans, the Engineer will perform the testing, however, this does not waive the Contractor's responsibility for providing materials and work in accordance with this Item

**1. Job-Control Strength.** Unless otherwise shown on the plans or permitted by the Engineer, use 7-day job-control concrete strength testing in accordance with Tex-448-A or Tex-418-A

For 7-day job-control by flexural strength, use a flexural strength of 520 psi or a lower job-control strength value proven to meet a 28-day flexural strength of 680 psi as correlated in accordance

with Tex-427-A For 7-day job-control by compressive strength, use a compressive strength of 3,200 psi or a lower job-control strength value proven to meet a 28-day compressive strength of 4,400 psi as correlated in accordance with Tex-427-A

Job control of concrete strength may be correlated to an age other than 7 days in accordance with Tex-427-A when approved Job-control strength of Class HES concrete is based on the required strength and time

When a job-control concrete strength test value is more than 10% below the required job-control strength or when 3 consecutive job-control strength values fall below the required job-control strength, investigate the strength test procedures, the quality of materials, the concrete production operations, and other possible problem areas to determine the cause Take necessary action to correct the problem, including redesign of the concrete mix if needed The Engineer may suspend concrete paving if the Contractor is unable to identify, document, and correct the cause of low strength test values in a timely manner If any job-control strength is more than 15% below the required job-control strength, the Engineer will evaluate the structural adequacy of the pavements When directed, remove and replace pavements found to be structurally inadequate at no additional cost

2. **Split-Sample Verification Testing.** Perform split-sample verification testing with the Engineer on random samples taken and split by the Engineer at a rate of at least 1 for every 10 job-control samples The Engineer will evaluate the results of split-sample verification testing Immediately investigate and take corrective action as approved when results of split-sample verification testing differ more than the allowable differences shown in Table 1, or when the average of 10 job-control strength results and the Engineer's split-sample strength result differ by more than 10%

**Table 1  
Verification Testing Limits**

Test Method	Allowable Differences
Temperature, Tex-422-A	2°F
Slump, Tex-415-A	1 in
Air content, Tex-414-A or Tex-416-A	1%
Flexural strength, Tex-448-A	19%
Compressive strength, Tex-418-A	10%

- C. **Reinforcing Steel and Joint Assemblies** Accurately place and secure in position all reinforcing steel as shown on the plans Place dowels at mid-depth of the pavement slab, parallel to the surface Place dowels for transverse contraction joints parallel to the pavement edge Tolerances for location and alignment of dowels will be shown on the plans Stagger the longitudinal reinforcement splices to avoid having more than 1/3 of the splices within a 2-ft longitudinal length of each lane of the pavement Use multiple-piece tie bars or drill and epoxy grout tie bars at longitudinal construction joints Verify that tie bars that are drilled and epoxied into concrete at longitudinal construction joints develop a pullout resistance equal to a minimum of 3/4 of the yield strength of the steel after 7 days Test 15 bars using ASTM E 488, except that alternate approved equipment may be used All 15 tested bars must meet the required pullout strength If any of the test results do not meet the required minimum pullout strength, perform corrective measures to provide equivalent pullout resistance Repair damage from testing Acceptable corrective measures include but are not limited to installation of additional or longer tie bars

1. **Manual Placement.** Secure reinforcing bars at alternate intersections with wire ties or locking support chairs Tie all splices with wire
2. **Mechanical Placement.** If mechanical placement of reinforcement results in steel misalignment or improper location, poor concrete consolidation, or other inadequacies, complete the work using manual methods

- D. **Joints.** Install joints as shown on the plans Joint sealants are not required on concrete pavement that is to be overlaid with asphaltic materials Clean and seal joints in accordance with Item 438, "Cleaning and Sealing Joints and Cracks (Rigid Pavement and Bridge Decks)" Repair excessive spalling of the joint saw groove using an approved method before installing the sealant Seal all joints before opening the pavement to all traffic When placing of concrete is stopped, install a rigid transverse bulkhead, accurately notched for the reinforcing steel and shaped accurately to the cross-section of the pavement

1. **Placing Reinforcement at Joints.** Where the plans require an assembly of parts at pavement joints, complete and place the assembly at the required location and elevation with all parts rigidly secured in the required position. Accurately notch joint materials for the reinforcing steel.
  2. **Transverse Construction Joints.**
    - a. **Continuously Reinforced Concrete Pavement (CRCP).** Install additional longitudinal reinforcement through the bulkhead when shown on the plans. Protect the reinforcing steel immediately beyond the construction joint from damage, vibration, and impact.
    - b. **Concrete Pavement Contraction Design (CPCD).** When the placing of concrete is intentionally stopped, install and rigidly secure a complete joint assembly and bulkhead in the planned transverse contraction joint location. When the placing of concrete is unintentionally stopped, install a transverse construction joint either at a planned transverse contraction joint location or mid-slab between planned transverse contraction joints. For mid-slab construction joints, install tie bars of the size and spacing used in the longitudinal joints.
    - c. **Curb Joints.** Provide joints in the curb of the same type and location as the adjacent pavement. Use expansion joint material of the same thickness, type, and quality required for the pavement and of the section shown for the curb. Extend expansion joints through the curb. Construct curb joints at all transverse pavement joints. For non-monolithic curbs, place reinforcing steel into the plastic concrete pavement as shown on the plans unless otherwise approved. Form or saw the weakened plane joint across the full width of concrete pavement and through the monolithic curbs. Construct curb joints in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
- E. Placing and Removing Forms.** Use clean and oiled forms. Secure forms on a base or firm subgrade that is accurately graded and that provides stable support without deflection and movement by form riding equipment. Pin every form at least at the middle and near each end. Tightly join and key form sections together to prevent relative displacement.
- Set side forms far enough in advance of concrete placement to permit inspection. Check conformity of the grade, alignment, and stability of forms immediately before placing concrete, and make all necessary corrections. Use a straightedge or other approved method to test the top of forms to ensure that the ride quality requirements for the completed pavement will be met. Stop paving operations if forms settle or deflect more than 1/8 in. under finishing operations. Reset forms to line and grade, and refinish the concrete surface to correct grade.
- Avoid damage to the edge of the pavement when removing forms. Repair damage resulting from form removal and honeycombed areas with a mortar mix within 24 hr. after form removal unless otherwise approved. Clean joint face and repair honeycombed or damaged areas within 24 hr. after a bulkhead for a transverse construction joint has been removed unless otherwise approved. When forms are removed before 72 hr. after concrete placement, promptly apply membrane curing compound to the edge of the concrete pavement.
- Forms that are not the same depth as the pavement but are within 2 in. of that depth are permitted if the subbase is trenched or the full width and length of the form base is supported with a firm material to produce the required pavement thickness. Promptly repair the form trench after use. Use flexible or curved wood or metal forms for curves of 100-ft. radius or less.
- F. Concrete Delivery.** Clean delivery equipment as necessary to prevent accumulation of old concrete before loading fresh concrete. Use agitated delivery equipment for concrete designed to have a slump of more than 5 in. Segregated concrete is subject to rejection. Place agitated concrete within 60 min. after batching. Place non-agitated concrete within 45 min. after batching. In hot weather or under conditions causing quick setting of the concrete, times may be reduced by the Engineer. Time limitations may be extended if the Contractor can demonstrate that the concrete can be properly placed, consolidated, and finished without the use of additional water.
- G. Concrete Placement.** Do not allow the pavement edge to deviate from the established paving line by more than 1/2 in. at any point. Place the concrete as near as possible to its final location, and minimize segregation and rehandling. Where hand spreading is necessary, distribute concrete using shovels. Do not use rakes or vibrators to distribute concrete.

1. **Pavement.** Consolidate all concrete by approved mechanical vibrators operated on the front of the paving equipment. Use immersion-type vibrators that simultaneously consolidate the full width of the placement when machine finishing. Keep vibrators from dislodging reinforcement. Use hand-operated vibrators to consolidate concrete in areas not accessible to the machine-mounted vibrators. Do not operate machine-mounted vibrators while the paving equipment is stationary. Vibrator operations are subject to review.
2. **Date Imprinting.** Imprint dates in the fresh concrete indicating the date of the concrete placement. Make impressions approximately 1 ft from the outside longitudinal construction joint or edge of pavement and approximately 1 ft from the transverse construction joint at the beginning of the placement day. Orient the impressions to be read from the outside shoulder in the direction of final traffic. Impress date in DD-MM-YY format. Imprinting of the Contractor name or logo in similar size characters to the date is allowed.
3. **Curbs.** Where curbs are placed separately, conform to the requirements of Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
4. **Temperature Restrictions.** Place concrete that is between 40°F and 95°F when measured in accordance with Tex-422-A at the time of discharge, except that concrete may be used if it was already in transit when the temperature was found to exceed the allowable maximum. Take immediate corrective action or cease concrete production when the concrete temperature exceeds 95°F.

Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Concrete may be placed when the ambient temperature in the shade is above 35°F and rising or above 40°F. When temperatures warrant protection against freezing, protect the pavement with an approved insulating material capable of protecting the concrete for the specified curing period. Submit for approval proposed measures to protect the concrete from anticipated freezing weather for the first 72 hr after placement. Repair or replace all concrete damaged by freezing.

**H. Spreading and Finishing.** Finish all concrete pavement with approved self-propelled equipment. Use power-driven spreaders, power-driven vibrators, power-driven strike-off, and screed, or approved alternate equipment. Use the transverse finishing equipment to compact and strike off the concrete to the required section and grade without surface voids. Use float equipment for final finishing. Use concrete with a consistency that allows completion of all finishing operations without addition of water to the surface. Use the minimal amount of water fog must necessary to maintain a moist surface. Reduce fogging if float or straightedge operations result in excess slurry.

1. **Finished Surface.** Perform sufficient checks with long-handled 10-ft and 15-ft straightedges on the plastic concrete to ensure that the final surface is within the tolerances specified in Surface Test A in Item 585, "Ride Quality for Pavement Surfaces." Check with the straightedge parallel to the centerline.
2. **Maintenance of Surface Moisture.** Prevent surface drying of the pavement before application of the curing system. Accomplish this by fog applications of evaporation retardant on the pavement surface. Apply evaporation retardant at the rate recommended by the manufacturer. Reapply the evaporation retardant as needed to maintain the concrete surface in a moist condition until curing system is applied. Do not use evaporation retardant as a finishing aid. Failure to take acceptable precautions to prevent surface drying of the pavement will be cause for shut down of pavement operations.
3. **Surface Texturing.** Perform surface texturing using a combination of a carpet drag and metal tining. Complete final texturing before the concrete has attained its initial set. Draw the carpet drag longitudinally along the pavement surface with the carpet contact surface area adjusted to provide a satisfactory coarsely textured surface.

A metal-tine texture finish is required unless otherwise shown on the plans. Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining. Operate the metal-tine device to obtain grooves spaced at 1 in, approximately 3/16 in deep, with a minimum depth of 1/8 in, and approximately 1/12 in wide. Do not overlap a previously tined area. Use manual methods for achieving similar results on ramps and other irregular sections of pavements.

Repair damage to the edge of the slab and joints immediately after texturing. Do not trowel pavement that will be overlaid.

4. **Small or Irregular Placements.** Where machine placements and finishing of concrete pavement are not practical, use hand equipment and procedures that produce a consolidated and finished pavement section to the line and grade.
  5. **Emergency Procedures.** Use hand-operated equipment for applying texture, evaporation retardant, and cure in the event of equipment breakdown.
- I. Curing.** Keep the concrete pavement surface from drying by water fogging until the curing material has been applied. Maintain and promptly repair damage to curing materials on exposed surfaces of concrete pavement continuously for at least 3 curing days. A curing day is defined as a 24-hr period when either the temperature taken in the shade away from artificial heat is above 50°F for at least 19 hr or when the surface temperature of the concrete is maintained above 40°F for 24 hr. Curing begins when the concrete curing system has been applied. Stop concrete paving if curing compound is not being applied promptly and maintained adequately. Other methods of curing in accordance with Item 420, "Concrete Structures," may be used when specified or approved.
1. **Membrane Curing.** After texturing and immediately after the free surface moisture has disappeared, spray the concrete surface uniformly with 2 coats of membrane curing compound at an individual application rate of not more than 180 sq ft per gallon. Apply the first coat within 10 min after completing texturing operations. Apply the second coat within 30 min after completing texturing operations.  
  
Before and during application, maintain curing compounds in a uniformly agitated condition, free of settlement. Do not thin or dilute the curing compound.  
  
Where the coating shows discontinuities or other defects or if rain falls on the newly coated surface before the film has dried enough to resist damage, apply additional compound at the same rate of coverage to correct the damage. Ensure that the curing compound coats the sides of the tining grooves.
  2. **Asphalt Curing.** When an asphaltic concrete overlay is required, apply a uniform coating of asphalt curing at a rate of 90 to 180 sq ft per gallon as required. Apply curing immediately after texturing and just after the free moisture (sheen) has disappeared. Obtain approval to add water to the emulsion to improve spray distribution. Maintain the asphalt application rate when using diluted emulsions. Maintain the emulsion in a mixed condition during application.
  3. **Curing Class HES Concrete.** For all Class HES concrete pavement, provide membrane curing in accordance with Section 360.4.1.1, "Membrane Curing," followed promptly by water curing until opening strength is achieved but not less than 24 hr.
- J. Sawing Joints.** Saw joints to the depth shown on the plans as soon as sawing can be accomplished without damage to the pavement regardless of time of day or weather conditions. Some minor raveling of the saw cut is acceptable. Use a chalk line, string line, sawing template, or other approved method to provide a true joint alignment. Provide enough saws to match the paving production rate to ensure sawing completion at the earliest possible time to avoid uncontrolled cracking. Reduce paving production if necessary to ensure timely sawing of joints. Promptly restore membrane cure damaged within the first 72 hr of curing.
- K. Protection of Pavement and Opening to Traffic.** Testing for early opening is the responsibility of the Contractor regardless of job-control testing responsibilities unless otherwise shown in the plans or directed. Testing result interpretation for opening to traffic is subject to the approval of the Engineer.
1. **Protection of Pavement.** Erect and maintain barricades and other standard and approved devices that will exclude all vehicles and equipment from the newly placed pavement for the periods specified. Before opening to traffic, protect the pavement from damage due to crossings using approved methods. Where a detour is not readily available or economically feasible, an occasional crossing of the roadway with overweight equipment may be permitted for relocating equipment only but not for hauling material. When an occasional crossing of overweight equipment is permitted, temporary matting or other approved methods may be required.

Maintain an adequate supply of sheeting or other material to cover and protect fresh concrete surface from weather damage. Apply as needed to protect the pavement surface from weather.

2. **Opening Pavement to All Traffic.** Pavement that is 7 days old may be opened to all traffic. Before opening to traffic, clean pavement, place stable material against the pavement edges, seal joints, and perform all other traffic safety related work.
3. **Opening Pavement to Construction Equipment.** Unless otherwise shown on the plans, concrete pavement may be opened early to concrete paving equipment and related delivery equipment after the concrete is at least 48 hr old and opening strength has been demonstrated in accordance with Section 360.4 K 4, "Early Opening to All Traffic," before curing is complete. Keep delivery equipment at least 2 ft from the edge of the concrete pavement. Keep tracks of the paving equipment at least 1 ft from the pavement edge. Protect textured surfaces from the paving equipment. Restore damaged membrane curing as soon as possible. Repair pavement damaged by paving or delivery equipment before opening to all traffic.
4. **Early Opening to All Traffic.** Concrete pavement may be opened after curing is complete and the concrete has attained a flexural strength of 450 psi or a compressive strength of 2,800 psi, except that pavement using Class HES concrete may be opened after 24 hr if the specified strength is achieved.
  - a. **Strength Testing.** Test concrete specimens cured under the same conditions as the portion of the pavement involved.
  - b. **Maturity Method.** Unless otherwise shown on the plans, the maturity method, Tex-426-A, may be used to estimate concrete strength for early opening pavement to traffic. Install at least 2 maturity thermocouples for each day's placement in areas where the maturity method will be used for early opening. Thermocouples, when used, will be installed near the days final placement for areas being evaluated for early opening. Use test specimens to verify the strength-maturity relationship in accordance with Tex-426-A, starting with the first day's placement corresponding to the early opening pavement section.

After the first day, verify the strength-maturity relationship at least every 10 days of production. Establish a new strength-maturity relationship when the strength specimens deviate more than 10% from the maturity-estimated strengths. Suspend use of the maturity method for opening pavements to traffic when the strength-maturity relationship deviates by more than 10% until a new strength-maturity relationship is established.

When the maturity method is used intermittently or for only specific areas, the frequency of verification will be as determined by the Engineer.
5. **Emergency Opening to Traffic.** Under emergency conditions, when the pavement is at least 72 hr old, open the pavement to traffic when directed in writing. Remove all obstructing materials, place stable material against the pavement edges, and perform other work involved in providing for the safety of traffic as required for emergency opening.
- L. **Pavement Thickness.** The Engineer will check the thickness in accordance with Tex-423-A unless other methods are shown on the plans. The Engineer will perform 1 thickness test consisting of 1 reading at approximately the center of each lane every 500 ft or fraction thereof. Core where directed in accordance with Tex-424-A to verify deficiencies of more than 0.2 in from plan thickness and to determine the limits of deficiencies of more than 0.75 in from plan thickness. Fill core holes using a concrete mixture and method approved by the Engineer.
  1. **Thickness Deficiencies Greater than 0.2 in.** When any depth test measured in accordance with Tex-423-A is deficient by more than 0.2 in from the plan thickness, take one 4-in diameter core at that location to verify the measurement.

If the core is deficient by more than 0.2 in but not by more than 0.75 in from the plan thickness, take 2 additional cores from the unit (as defined in Section 360.4 L 3, "Pavement Units for Payment Adjustment") at intervals of at least 150 ft and at locations selected by the Engineer, and determine the thickness of the unit for payment purposes by averaging the length of the 3 cores. In calculations of the average thickness of this unit of pavement, measurements in excess of the specified thickness by more than 0.2 in will be considered as the specified thickness plus 0.2 in.

2. **Thickness Deficiencies Greater than 0.75 in.** If a core is deficient by more than 0.75 in, take additional cores at 10 ft intervals in each direction parallel to the centerline to determine the boundary of the deficient area. The Engineer will evaluate any area of pavement found deficient in thickness by more than 0.75 in but not more than 1 in. As directed, remove and replace the deficient areas without additional compensation or retain deficient areas without compensation. Remove and replace any area of pavement found deficient in thickness by more than 1 in without additional compensation.
3. **Pavement Units for Payment Adjustment.** Limits for applying a payment adjustment for deficient pavement thickness from 0.20 in to not more than 0.75 in are 500 ft of pavement in each lane. Lane width will be as shown on typical sections and pavement design standards. For greater than 0.75 in deficient thickness, the limits for applying zero payment or requiring removal will be defined by coring or equivalent nondestructive means as determined by the Engineer. The remaining portion of the unit determined to be less than 0.75 in deficient will be subject to the payment adjustment based on the average core thickness at each end of the 10 ft interval investigation as determined by the Engineer.
- Shoulders will be measured for thickness unless otherwise shown on the plans. Shoulders 6 ft wide or wider will be considered as lanes. Shoulders less than 6 ft wide will be considered part of the adjacent lane.
- Limits for applying payment adjustment for deficient pavement thickness for ramps, widenings, acceleration and deceleration lanes, and other miscellaneous areas are 500 ft in length. Areas less than 500 ft in length will be individually evaluated for payment adjustment based on the plan area.

M. **Ride Quality.** Unless otherwise shown on the plans, measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces."

360.5. **Measurement.** This Item will be measured as follows:

- A. **Concrete Pavement.** Concrete pavement will be measured by the square yard of surface area in place. The surface area includes the portion of the pavement slab extending beneath the curb.
- B. **Curb.** Curb on concrete pavement will be measured by the foot in place.

360.6. **Payment.** These prices are full compensation for materials, equipment, labor, tools, and incidentals.

- A. **Concrete Pavement.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the adjusted unit price bid for "Concrete Pavement" of the type and depth specified as adjusted in accordance with Section 360.6.B, "Deficient Thickness Adjustment."
- B. **Deficient Thickness Adjustment.** Where the average thickness of pavement is deficient in thickness by more than 0.2 in but not more than 0.75 in, payment will be made using the adjustment factor as specified in Table 2 applied to the bid price for the deficient area for each unit as defined under Section 360.4.L.3, "Pavement Units for Payment Adjustment."

**Table 2  
Deficient Thickness Price Adjustment Factor**

Deficiency in Thickness Determined by Cores (in)	Proportional Part of Contract Price Allowed (adjustment factor)
Not deficient	1.00
Over 0.00 through 0.20	1.00
Over 0.20 through 0.30	0.80
Over 0.30 through 0.40	0.72
Over 0.40 through 0.50	0.68
Over 0.50 through 0.75	0.57

- C. **Curb.** Work performed and furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Curb" of the type specified.

## ITEM 400

### EXCAVATION AND BACKFILL FOR STRUCTURES

**400.1 Description.** Excavate for placement and construction of structures and backfill structures. Cut and restore pavement.

**400.2. Materials.** Use materials that meet the requirements of the following Items:

- Item 401, "Flowable Backfill"
- Item 421, "Hydraulic Cement Concrete"
- DMS-4600, "Hydraulic Cement"

#### 400.3. Construction

##### A. Excavation.

- 1. General.** Excavate to the lines and grades shown on the plans or as directed. Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft deep. Excavation protection for excavations deeper than 5 ft are governed by Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring." Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, "Embankment." Dispose of material not incorporated into the final project off the right of way in accordance with federal, state, and local regulations.

When excavating for installation of structures across private property or beyond the limits of the embankment, keep any topsoil removed separate, and replace it, as nearly as feasible, in its original position. Restore the area to an acceptable condition.

Excavate drilled shafts in accordance with Item 416, "Drilled Shaft Foundations."

- a. Obstructions.** Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft below the bottom of excavation. If abandoned storm drains, sewers, or other drainage systems are encountered, remove as required to clear the new structure, and plug in an approved manner. After removing obstructions, restore the bottom of the excavation to grade by backfilling in accordance with this Item. Dispose of surplus materials in accordance with federal, state, and local regulations.
- b. Excavation in Streets.** When structures are installed in streets, highways, or other paved areas, cut pavement and base to neat lines. Restore pavement structure after completion of excavation and backfilling.  
Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD.
- c. Utilities.** Comply with the requirements of Article 7 12, "Responsibility for Damage Claims." Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners. Inform utility owners sufficiently before work begins to allow them time to identify, locate, reroute, or make other adjustments to utility lines.  
Avoid cutting or damaging underground utility lines that are to remain in place. If damage occurs, promptly notify the utility company. If an active sanitary sewer line is damaged during excavation, provide temporary flumes across the excavation while open, and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer.
- d. De-Watering.** Do not construct or place structures in the presence of water unless approved. Place precast members, pipe, and concrete only on a dry, firm surface. Remove water by bailing, pumping, well-point installation, deep wells, underdrains, or other approved method. If structures are approved for placement in the presence of water, remove standing water in a manner that does not allow water movement through or alongside concrete being placed. Do not pump or bail while placing structural concrete or for a period of at least 36 hr thereafter.

unless from a suitable sump separated from the concrete work. Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam. Do not pump or bail to de-water inside a sealed cofferdam until the seal has aged at least 36 hr.

If the bottom of an excavation cannot be de-watered to the point that the subgrade is free of mud or it is difficult to keep reinforcing steel clean, place a stabilizing material in the bottom of the excavation. Stabilizing material may be flexible base, cement-stabilized base or backfill, lean concrete, or other approved material. If lean concrete is used, provide concrete with at least 275 lb of cement per cubic yard, and place to a minimum depth of 3 in. Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense.

2. **Bridge Foundations and Retaining Walls.** Do not disturb material below the bottom of footing grade. Do not backfill to compensate for excavation that has extended below grade. If excavation occurs below the proposed footing grade, fill the area with concrete at the time the footing is placed. The additional concrete placed will be at the Contractor's expense.

If requested, take cores to determine the character of the supporting materials. Provide an intact sample adequate to judge the character of the founding material. Take these cores when the excavation is close to completion. Cores should be approximately 5 ft deeper than the proposed founding grade.

If the founding stratum is rock or other hard material, remove loose material, clean, and cut to a firm surface that is level, stepped, or serrated, as directed. Clean out soft seams, and fill with concrete at the time the footing is placed.

If the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material, do not place the foundation until the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition.

3. **Cofferdams.** The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these. Cofferdams may require the use of pumping wells or well points for de-watering.

For sheet-pile or other types of cofferdams requiring structural members, submit details and design calculations bearing the seal of a licensed professional engineer for review before constructing the cofferdam. The Department reserves the right to reject designs. Design structural systems to comply with the *AASHTO Standard Specifications for Highway Bridges* or *AASHTO LRFD Bridge Design Specifications*. Interior dimensions of cofferdams must provide sufficient clearance for the construction, inspection, and removal of required forms and, if necessary, sufficient room to allow pumping outside the forms. In general, extend sheet-pile cofferdams well below the bottom of the footings, and make concrete seals as well braced and watertight as practicable.

For foundation seals, use Class E concrete unless otherwise specified. Place concrete foundation seals in accordance with Item 420, "Concrete Structures." Seals placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to de-water inside a cofferdam and a concrete seal is to be placed around piling driven within the cofferdam, make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations. After driving the piling, remove swelling material to the bottom of the seal grade. Where it is possible to de-water inside the cofferdam without placing a seal, remove the foundation material to exact footing grades after driving piling. Do not backfill a foundation to compensate for excavation that has been extended below grade, fill such areas below grade with concrete at the time the seals or footings are placed.

Unless otherwise provided, remove cofferdams after completing the substructure without disturbing or damaging the structure.

4. **Culverts and Storm Drains.** When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans. Do not exceed these limits of excavation.

Unless otherwise shown on the plans, construct pipe structures in an open cut with vertical sides extending to a point 1 ft above the pipe. When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft above the pipe. Maintain the stability of the excavation throughout the construction period.

For pipe to be installed in fill above natural ground, construct the embankment to an elevation at least 1 ft above the top of the pipe, and then excavate for the pipe.

- a. **Unstable Material.** When unstable soil is encountered at established footing grade, remove the material to a depth of no more than 2 ft below the grade of the structure unless the Engineer authorizes additional depth. Replace soil removed with stable material in uniform layers at most 8 in deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

When it is not feasible to construct a stable foundation as outlined above, use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material.

- b. **Incompressible Material.** If rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements, remove the incompressible material to 6 in below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400 3 C, "Backfill."

- B. Shaping and Bedding.** For precast box sections, place at least 2 in of fine granular material on the base of the excavation before placing the box sections. For pipe installations, use bedding as shown in Figure 1. Use Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material. Where cement-stabilized backfill is indicated on the plans, undercut the excavation at least 4 in and backfill with stabilized material to support the pipe or box at the required grade.

$B_c$  - Outside diameter or horizontal dimension  
 $D$  - Inside diameter of pipe  
 $d$  - Min. bedding material below pipe

$D$	$d$
$\leq 27''$	3''
30'' to 60''	4''
$\geq 66''$	6''

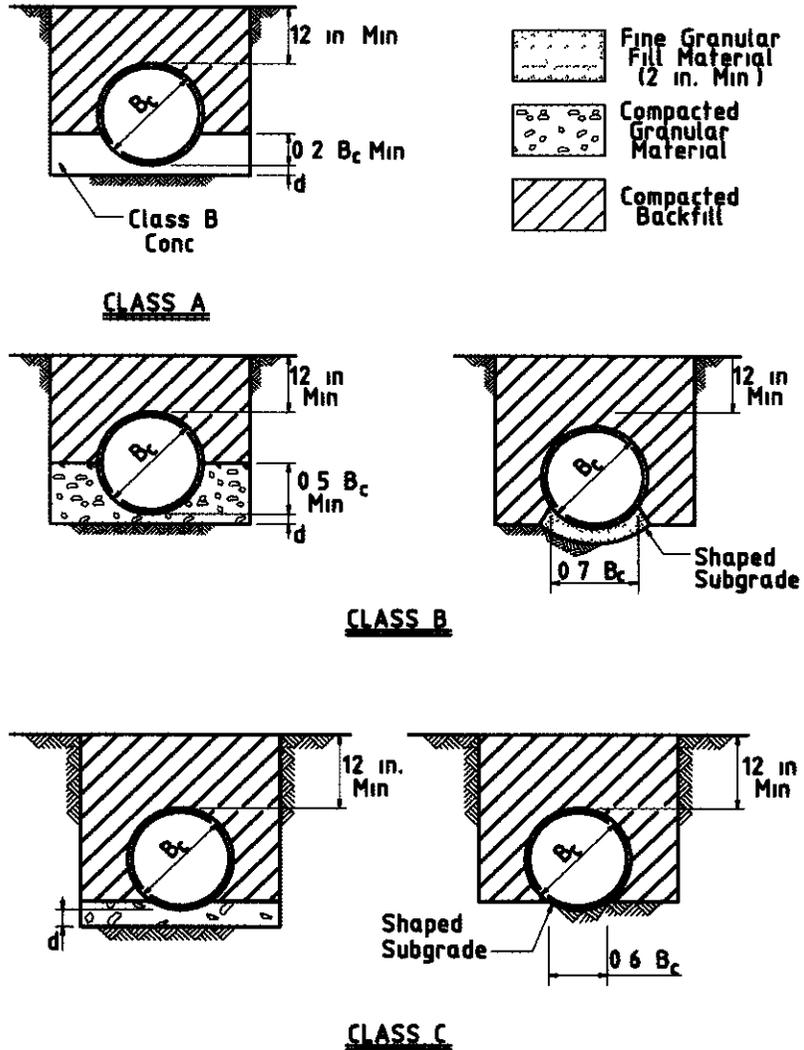


Figure 1  
 Bedding diagrams.

**C. Backfill.**

- General.** As soon as practical, backfill the excavation after placement of the permanent structure. Use backfill free from stones large enough to interfere with compaction, large or frozen lumps that will not break down readily under compaction, and wood or other extraneous material. Obtain backfill material from excavation or from other sources.

In areas not supporting a completed roadbed, retaining wall, or embankment, place backfill in layers at most 10 in deep (loose measurement). In areas supporting a portion of a roadbed, retaining wall, or embankment, place backfill in uniform layers at most 8 in deep (loose measurement). Compact each layer to meet the density requirements of the roadbed, retaining wall, embankment material, or as shown on the plans.

Bring each layer of backfill material to the moisture content needed to obtain the required density Use mechanical tamps or rammers to compact the backfill Rollers may be used to compact backfill if feasible

Cohesionless materials such as sand may be used for backfilling Compact cohesionless materials using vibratory equipment, water-ponding, or a combination of both

2. **Bridge Foundations, Retaining Walls, and Box Culverts.** Do not place backfill against the structure until the concrete has reached the design strength required in Item 421, "Hydraulic Cement Concrete "

Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls " Backfill around bridge foundations and culverts using material with no particles more than 4 in in greatest dimension and with a gradation that permits thorough compaction Rock or gravel mixed with soil may be used if the percentage of fines is sufficient to fill all voids and ensure a uniform and thoroughly compacted mass of proper density

Where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment, use mechanical tamps and rammers to avoid damage to the structure

Avoid wedging action of backfill against structures To prevent such action, step or serrate slopes bounding the excavation Place backfill uniformly around bridge foundations Place backfill along both sides of culverts equally and in uniform layers

The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete

Box culverts may be opened to traffic as soon as sufficient backfill and embankment has been placed over the top to protect culverts against damage from heavy construction equipment Repair damage to culvert caused by construction traffic at no additional expense to the Department

3. **Pipe.** After installing bedding and pipe as required, bring backfill material to the proper moisture condition and place it equally along both sides of the pipe in uniform layers at most 8 in deep (loose measurement) Compact each lift mechanically Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe Continue to place backfill in this manner to the top-of-pipe elevation Place and compact backfill above the top of the pipe in accordance with Section 400 3 C 1, "General "

The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3-in sieve, with large lumps not easily broken down, or that cannot be spread in loose layers Material excavated by a trenching machine will generally meet the requirements of this Section as long as large stones are not present

Where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, place and compact additional material until the minimum cover has been provided

4. **Cement-Stabilized Backfill.** When shown on the plans, backfill the excavation to the elevations shown with cement-stabilized backfill Use cement-stabilized backfill that contains aggregate, water, and a minimum of 7% hydraulic cement based on the dry weight of the aggregate, in accordance with Tex-120-E Use clean sand as aggregate for cement-stabilized backfill unless otherwise shown on the plans Use only approved aggregate

Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure Fill voids when placing cement-stabilized backfill Use hand operated tampers if necessary to fill voids

5. **Flowable Backfill.** When shown on the plans, backfill the excavation with flowable backfill to the elevations shown Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering culverts and drainage structures

**400.4. Measurement** This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

**A. Structural Excavation.** Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only.

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method. Excavation diagrams on the plans take precedence over the provisions of this Article.

**1. Boundaries of Measurement.**

**a. Pipe.**

- (1) **Pipe up to 42 Inches.** For pipe 42 in or less in nominal or equivalent diameter, no material outside of vertical planes 1 ft beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.
- (2) **Pipe Larger than 42 Inches.** For pipes larger than 42-in nominal or equivalent diameter, no material outside of vertical planes located 2 ft beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

Quantities for excavation in fill above natural ground include 1 ft above the top of the pipe regardless of the height of completed fill. Excavation for pipe will be measured between the extreme ends of the completed structure including end appurtenances as shown on the plans and from centerline to centerline of inlets, manholes, etc.

**b. Structural Plate Structures.** No material outside of vertical planes 3 ft beyond and parallel to the horizontal projection of the outside surfaces of the structure will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the limits of measurement will be extended to vertical planes located 1/2 of the span beyond the horizontal projection of the outside surfaces of the structure.

**c. Footings, Walls, Boxes, and Other Excavation.** No material outside of vertical planes 1 ft beyond and parallel to the edges of the footings or outside walls will be included whether or not a cofferdam or shoring is used. When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft beyond the face of the member and parallel to it, and vertically to a depth of 1 ft below the bottom of the member.

**d. Excavation near Roadways and Channels.** At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation." For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation.

- 2. Falsework.** No measurement will be made for excavation necessary for placing forms or falsework that exceeds the limits given in Section 400.4 B 1, "Boundaries of Measurement."
- 3. Swelling.** Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.
- 4. Cave-ins.** Measurement will not include additional volume caused by slips, slides, cave-ins, siting, or fill material resulting from the action of the elements or the Contractor's operation.

5. **Undercut.** Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment
  6. **Grade Change** Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized
- B. Cement-Stabilized Backfill.** Cement-stabilized backfill will be measured by the cubic yard as shown on the plans
- C. Cutting and Restoring Pavement.** Cutting and restoring pavement will be measured by the square yard as shown on the plans Excavation below pavement or base will be measured as structural excavation of the pertinent type

#### 400.5. Payment.

- A. Structural Excavation.** Unless specified as a pay item, structural excavation and backfill performed and material furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items

When structural excavation is specified as a pay item, the excavation and backfill work performed and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge)" This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation

Cofferdams or other measures necessary for supporting excavations less than 5 ft deep will not be measured or paid for directly but will be subsidiary to the Contract

Foundation seal concrete for cofferdams, when required by the Engineer, will be paid for as provided in the pertinent Items If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9 4, "Payment for Extra Work" Seal placed for the convenience of the Contractor will not be paid for

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400 3 C 2, "Bridge Foundations, Retaining Walls, and Culverts," will be measured and paid for as extra work in accordance with Article 9 4

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled The remaining amount will be paid upon completion of backfilling When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume

- B. Removal and Replacement of Unsuitable or Incompressible Material.** Removal and replacement of material will be paid for if directed Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation, will be at the Contractor's expense Special material used or additional excavation made for the Contractor's convenience will not be paid for

1. **Structural Excavation as a Pay Item.** Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for Structural Excavation When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation This price is full compensation for removing the unstable or incompressible material, furnishing, hauling, placing, and compacting suitable replacement material, and equipment, labor, tools, and incidentals

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for Structural Excavation Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for

these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9 4, "Payment for Extra Work "

2. **Structural Excavation Not a Pay Item.** Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at \$15 per cubic yard of material removed. This price is full compensation for removing the unstable or incompressible material, furnishing, hauling, placing, and compacting suitable replacement material, and equipment, labor, tools, and incidentals.

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at \$10 per cubic yard. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items, or, if the required material is not a bid item, in accordance with Article 9 4, "Payment for Extra Work "

- C. **Lowering of a Structure Foundation.** If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid in accordance with Table 1

**Table 1  
Payment for Required Overexcavation**

Variance of revised footing grade from plan grade	Payment terms	Variance of revised footing grade from plan grade
	"Structural Excavation" is a bid item	"Structural Excavation" is not a bid item
Up to and including 5 ft	Unit price equal to 115% of unit price bid for "Structural Excavation"	\$10 per cubic yard
Over 5 ft up to 10 ft	Unit price equal to 125% of unit price bid for "Structural Excavation"	\$12 per cubic yard
Over 10 ft	In accordance with Article 9 4, "Payment for Extra Work"	

- D. **Cement-Stabilized Backfill.** Cement-stabilized backfill will be paid for at the unit price bid for "Cement Stabilized Backfill "

- E. **Cutting and Restoring Pavement.** Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement " Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized by the Engineer, will not be measured for payment

The unit prices bid are full compensation for excavation including removing obstructions and plugging drainage systems, bedding and backfilling including placing, sprinkling and compaction of material, soundings, cleaning and filling seams, constructing and removing cofferdams, de-watering, sheeting, or bracing excavations up to and including 5 ft deep, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines, and materials, hauling, equipment, labor, tools, and incidentals

Flowable backfill will be paid for as provided in Item 401, "Flowable Backfill " Protection methods for open excavations deeper than 5 ft will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring "

ITEM 429  
CONCRETE STRUCTURE REPAIR

**429.1. Description.** Remove unsound concrete, repair spalled or delaminated concrete, and replace concrete with repair materials

**429.2. Materials.** Provide materials in accordance with the requirements of the following Items

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 431, "Pneumatically Placed Concrete"
- Item 440, "Reinforcing Steel"
- DMS-6100, "Epoxyes and Adhesives"
- DMS-4655, "Rapid-Hardening Cementing Materials for Concrete Repair "

For all repairs, provide repair materials suitable for the appropriate horizontal, vertical, or overhead application. Obtain approval for any proposed repair material unless a repair material type is indicated in the plans

**A. Repairs Less Than 1 in. Thick.** Use cement mortar, epoxy mortar using a Type VIII epoxy per DMS-6100, "Epoxyes and Adhesives"; or a prepackaged repair material meeting the requirements of DMS-4655, "Rapid-Hardening Cementing Materials for Concrete Repair "

**B. Repairs Between 1 and 6 in. Thick.** Use concrete or a prepackaged repair material meeting the requirements of DMS-4655, "Rapid-Hardening Cementing Materials for Concrete Repair," containing a coarse aggregate whose maximum size is less than 1/3 the thickness of the thinnest portion of the repair

**C. Repairs Thicker Than 6 in.** Use concrete of the same class as the original construction unless otherwise approved

For concrete, submit a mix design for approval in accordance with Item 421, "Hydraulic Cement Concrete," with a water-cement ratio less than 0.45. Include all pertinent information on admixtures. Prepackaged repair materials not meeting the requirements of DMS-4655, "Rapid-Hardening Cementing Materials for Concrete Repair," may be used only for with approval. Unless noted otherwise, provide repair materials capable of achieving a 7-day compressive strength of 4,000 psi for repair of reinforced concrete and 5,000 psi for prestressed or post-tensioned concrete members. Pneumatically applied concrete or mortar placed in accordance with Item 431, "Pneumatically Placed Concrete," may also be used with approval. Prepare trial batches of any proposed repair material or application method as directed.

Provide steel pins, studs, or expansion bolts with a minimum diameter of 1/8 in. and a minimum length of 2 in. to attach reinforcement at the described location as shown on the plans or as directed. Provide reinforcing steel, either welded wire fabric or reinforcing bars, as required by this Item or as shown on the plans.

**429.3. Equipment.** Provide equipment as outlined below

- A. Concrete Removal Equipment.** Provide sawing equipment capable of sawing the concrete to the specified depth. Provide power-driven chipping tools not heavier than the nominal 30-lb. class or hydrodemolition equipment for the bulk removal of concrete. Provide chipping hammers not heavier than the nominal 15-lb. class or hydrodemolition equipment for the removal of concrete beneath reinforcing steel or along the edges of the repair area.
- B. Surface Preparation Equipment.** Provide abrasive blasting or hydrodemolition equipment capable of preparing the concrete surface and exposed reinforcing steel for the repair material. Provide air compressors with air lines equipped with filters designed to remove all oil from the air for air-blast cleaning. Provide high-pressure water blasting equipment as necessary to prepare surfaces for repair.
- C. Proportioning and Mixing Equipment.** Provide mixing equipment for concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide small motor-driven mixers for small quantities of repair material using the volumetric method of measuring ingredients. Provide mixing equipment as recommended by the manufacturer for prepackaged repair materials.
- D. Placing and Finishing Equipment.** Provide sufficient and appropriate hand tools for placing and finishing stiff plastic concrete or prepackaged repair materials, and for working them to the correct level for strike-off. Provide small, immersion-type vibrators for all repairs deeper than 6 in. Provide external form vibrators where immersion-type vibrators cannot be used.

**429.4. Construction.** Obtain approval for all materials and methods of application at least 2 weeks before beginning any repair work. Repair locations will be indicated on the plans or by the Engineer. Saw-cut the entire perimeter of all repair areas to a minimum depth of 1/2 in. Avoid re-entrant corners for areas to be repaired. Adjust the depth of the saw-cut as necessary to avoid cutting reinforcing steel near the surface of the concrete.

- A. Removal of Concrete.** Use power-driven chipping tools or hydrodemolition equipment to remove all loose or defective concrete. Avoid damage to sound concrete to remain in place. Avoid hitting reinforcing steel with the chipping tools. Once the initial concrete is removed, use small power-driven chipping or hydrodemolition equipment to undercut all exposed reinforcing steel. Expose the entire perimeter of the steel bars for the full area of the repair. Provide a minimum clearance of 1/2 in. between the exposed steel and the surrounding concrete or 2 times the maximum aggregate size, whichever is greater. Remove additional concrete as necessary to keep the repair area to a reasonably uniform depth. Damage to sound concrete or to the bond of reinforcing steel outside the repair area will be repaired at the Contractor's expense. Obtain approval of the completed concrete removal before proceeding to surface preparation.
- B. Surface Cleaning.** Clean the area to be repaired by abrasive blasting, high-pressure water blasting, or other approved methods. Remove all loose particles, dirt, deteriorated concrete, or other substances that would impair the bond of the repair material. Clean exposed reinforcing steel of concrete, rust, oil, and other contaminants. Follow this with a high-pressure air blast for final cleaning.

- C. Anchors.** When reinforcing steel is required, support it using anchor studs, expansion hook bolts, grouted rebar, or steel pins capable of resisting a pullout force of 2,500 lb. Space anchors no more than 12 in. center-to-center on overhead surfaces, 18 in. center-to-center on vertical surfaces, and 36 in. center-to-center on top horizontal surfaces. Use at least 3 anchors in each individual patch area. Secure steel pins or studs into the concrete with epoxy or other approved methods. Do not use explosive force to shoot pins, studs, or other anchors into the concrete. Check the resistance to pullout of the reinforcing anchors as directed. Notify the Engineer before installation of the anchors. Locate anchors to prevent damage to prestressing tendons or conduits embedded in the concrete. Maintain a minimum clear cover of 3/4 in. between the reinforcing steel and anchors and the finished surface of the repair area.
- D. Reinforcing Steel.** Replace or supplement any reinforcing steel that has more than 25% section loss due to corrosion. Place supplemental reinforcing steel as indicated on the plans or as directed. Provide additional reinforcement for all areas where the thickness of the repair material will exceed 4 in. Use a single layer of 2 × 2 – W1 2 × W1 2 or 3 × 3 – W1 5 × W1.5 welded wire fabric or No. 3 bars spaced at 6 in., unless noted otherwise on the plans. Place the reinforcing steel parallel to the finished surface, and support it so that it will be roughly in the middle of the repair area and a minimum of 3/4 in. out from the surface to be covered. Lap adjacent sheets or bars at least 6 in. and tie them together securely at a spacing of at most 18 in. Pre-bend reinforcing steel fabric to fit around corners and into re-entrant angles before installing it. Place and secure reinforcement to prevent displacement due to repair material application.
- E. Formwork.** Where forms are necessary or desired, erect them in accordance with Item 420, “Concrete Structures.” Ensure forms are securely attached and mortar-tight if pressure-type application methods are used.
- F. Substrate Preparation.** Use a bonding agent if cement mortar or concrete is used for the repair material unless directed otherwise. Use either a cement scrub coat or a Type V or Type VII epoxy conforming to DMS-6100, “Epoxyes and Adhesives,” as the bonding agent. Follow the manufacturer’s recommendations for bonding agents if prepackaged repair materials are used. Do not use an epoxy bonding agent with rapid setting repair materials. Apply a cement scrub coat bonding agent to the saturated surface-dry substrate by scrubbing, brushing, or other approved methods immediately before placing the repair material. Apply an epoxy bonding agent in accordance with the manufacturer’s recommendations. Ensure that any bonding agent used does not set or cure prematurely, creating a bond breaker.
- Where saturated surface-dry (SSD) conditions are needed, prewet the substrate by ponding water on the surface for 24 hr. before placing the repair materials. If ponding is not possible, achieve SSD conditions by high-pressure water blasting 15 to 30 min. before placing the repair material. A saturated surface-dry condition is achieved when the surface remains damp when exposed to sunlight for 15 min.
- G. Repair Material Application.** Place the repair material in an approved manner ensuring that the repair material is in intimate contact with the substrate and free of voids. Follow the manufacturer’s recommendations for prepackaged repair materials. Place repair materials so that the original lines and surfaces of the structure are

restored Follow the requirements of Item 420, "Concrete Structures," for temperature limitations at time of placement

- H. Curing.** Cure all cement mortar and concrete repairs for 4 days in accordance with Item 420, "Concrete Structures " Cure prepackaged repair materials in conformance with the manufacturer's recommendations Cure pneumatically placed concrete in accordance with Item 431, "Pneumatically Placed Concrete." Remove forms when approved or at the end of the curing period
- I. Epoxy Injection.** Perform epoxy injection as indicated in the plans or as directed, in accordance with Item 780, "Epoxy Injection "
- J. Repair of Defective Work.** As directed, after completion of curing, repair or replace defective areas and patched areas that have debonded, at the Contractor's expense

**429.5. Measurement.** This Item will be measured by the square foot, in place, as measured on the surface of the completed repair When a repair involves multiple surfaces, such as a corner, measurement will be made of all surfaces repaired

**429.6. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Structure Repair " This price is full compensation for furnishing and placing all repair materials, removing all loose and defective concrete, saw-cutting, cleaning reinforcing steel, supplying and installing replacement or supplemental reinforcing steel, drive pins, studs, or expansion bolts, and equipment, labor, and incidentals

ITEM 440  
**REINFORCING STEEL**

**440.1. Description.** Furnish and place reinforcing steel of the sizes and details shown on the plans

**440.2. Materials.**

- A. Approved Mills.** Before furnishing steel, producing mills of reinforcing steel for the Department must be pre-approved in accordance with DMS-7320, "Qualification Procedure for Reinforcing Steel Mills," by the Construction Division, which maintains a list of approved producing mills Reinforcing steel obtained from unapproved sources will not be accepted
- B. Deformed Bar and Wire Reinforcement.** Unless otherwise shown on the plans, reinforcing steel must be Grade 60, and bar reinforcement must be deformed Reinforcing steel must conform to one of the following
- ASTM A 615, Grades 40 or 60,
  - ASTM A 996, Type A, Grades 40 or 60,
  - ASTM A 996, Type R, Grade 60, permitted in concrete pavement only (Furnish ASTM A 996, Type R bars as straight bars only and do not bend them Bend tests are not required ), or
  - ASTM A 706

The provisions of this Item take precedence over ASTM provisions

The nominal size, area, and weight of reinforcing steel bars covered by this Item are shown in Table 1 Designate smooth bars up to No 4 by size number and above No 4 by diameter in inches

**Table 1  
 Size, Area, and Weight of Reinforcing Steel Bars**

Bar Size Number (in.)	Bar Size Number (mm)	Diameter (in.)	Area (Sq. in.)	Weight per Ft.
3	10	0 375	0 11	0 376
4	13	0 500	0 20	0 668
5	16	0 625	0 31	1 043
6	19	0 750	0 44	1 502
7	22	0 875	0 60	2 044
8	25	1 000	0 79	2 670
9	29	1 128	1 00	3 400
10	32	1 270	1 27	4 303
11	36	1 410	1 56	5 313
14	43	1 693	2 25	7 650
18	57	2 257	4 00	13 60

Note Bar size numbers (in ) are based on the number of eighths of an inch included in the nominal diameter of the bar Bar size numbers (mm) approximate the number of millimeters included in the nominal diameter of the bar

- C. Smooth Bar and Spiral Reinforcement.** Smooth bars and dowels for concrete pavement must have a minimum yield strength of 60 ksi and meet ASTM A 615 For smooth bars that are larger than No 3, provide steel conforming to ASTM A 615 or meet the physical requirements of ASTM A 36

Spiral reinforcement may be smooth or deformed bars or wire of the minimum size or gauge shown on the plans Bars for spiral reinforcement must comply with ASTM A 615, Grade 40, ASTM A 996, Type A, Grade 40, or ASTM A 675, Grade 80, meeting dimensional requirements of ASTM A 615 Smooth wire must comply with ASTM A 82, and deformed wire must comply with ASTM A 496

- D. Weldable Reinforcing Steel.** Reinforcing steel to be welded must comply with ASTM A 706 or have a carbon equivalent (C E ) of at most 0 55% A report of chemical analysis showing the percentages of elements necessary to establish C E is required for reinforcing steel that does not meet ASTM A 706

to be structurally welded. These requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Section 448.4 B 1 a, "Miscellaneous Welding Applications."

Calculate C E using the following formula

$$C E = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

- E. **Welded Wire Fabric.** For fabric reinforcement, use wire that conforms to ASTM A 82 or A 496. Use wire fabric that conforms to ASTM A 185 or A 497. Observe the relations shown in Table 2 among size number, diameter in inches, and area when ordering wire by size numbers, unless otherwise specified. Precede the size number for deformed wire with "D" and for smooth wire with "W."

Designate welded wire fabric as shown in the following example: 6 × 12 – W16 × W8 (indicating 6-in longitudinal wire spacing and 12-in transverse wire spacing with smooth No. 16 wire longitudinally and smooth No. 8 wire transversely).

**Table 2**  
**Wire Size Number, Diameter, and Area**

Size Number (in.)	Size Number (mm)	Diameter (in.)	Area (sq. in.)
31	200	0.628	0.310
30	194	0.618	0.300
28	181	0.597	0.280
26	168	0.575	0.260
24	155	0.553	0.240
22	142	0.529	0.220
20	129	0.505	0.200
18	116	0.479	0.180
16	103	0.451	0.160
14	90	0.422	0.140
12	77	0.391	0.120
10	65	0.357	0.100
8	52	0.319	0.080
7	45	0.299	0.070
6	39	0.276	0.060
5.5	35	0.265	0.055
5	32	0.252	0.050
4.5	29	0.239	0.045
4	26	0.226	0.040
3.5	23	0.211	0.035
2.9	19	0.192	0.035
2.5	16	0.178	0.025
2	13	0.160	0.020
1.4	9	0.134	0.014
1.2	8	0.124	0.012
0.5	3	0.080	0.005

Note: Size numbers (in.) are the nominal cross-sectional area of the wire in hundredths of a square inch. Size numbers (mm) are the nominal cross-sectional area of the wire in square millimeters. Fractional sizes between the sizes listed above are also available and acceptable for use.

- F. **Epoxy Coating.** Epoxy coating will be required as shown on the plans. Before furnishing epoxy-coated reinforcing steel, an epoxy applicator must be pre-approved in accordance with DMS-7330, "Qualification Procedure for Reinforcing Steel Epoxy Coating Applicators." The Construction Division maintains a list of approved applicators.

Coat reinforcing steel in accordance with Table 3.

**Table 3  
Epoxy Coating Requirements for Reinforcing Steel**

<b>Material</b>	<b>Specification</b>
Bar	ASTM A 775 or A 934
Wire or fabric	ASTM A 884 Class A or B
Mechanical couplers	As shown on the plans
Hardware	As shown on the plans

Use epoxy coating material and coating repair material that complies with DMS-8130, "Epoxy Powder Coating for Reinforcing Steel" Do not patch more than 1/4 in total length in any foot at the applicator's plant

Epoxy-coated reinforcement will be sampled and tested in accordance with Tex-739-1

Maintain identification of all reinforcing throughout the coating and fabrication and until delivery to the project site

Furnish 1 copy of a written certification that the coated reinforcing steel meets the requirements of this item and 1 copy of the manufacturer's control tests

**G. Mechanical Couplers.** When mechanical splices in reinforcing steel bars are shown on the plans, use the following types of coupler

- sleeve-filler,
- sleeve-threaded,
- sleeve-swaged, or
- sleeve-wedge

Furnish only couplers that have been produced by a manufacturer that has been prequalified in accordance with DMS-4510, "Mechanical Couplers" Sleeve-wedge type couplers will not be permitted on coated reinforcing Couplers for use on individual projects must be sampled and tested in accordance with DMS-4510 Furnish couplers only at locations shown on the plans

**440.3. Construction.**

**A. Bending.** Cold-bend the reinforcement accurately to the shapes and dimensions shown on the plans Fabricate in the shop if possible Field-fabricate, if permitted, using a method approved by the Engineer Replace improperly fabricated, damaged, or broken bars at no additional expense to the Department Repair damaged or broken bars embedded in a previous concrete placement using a method approved by the Engineer

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), must be as shown in Table 4

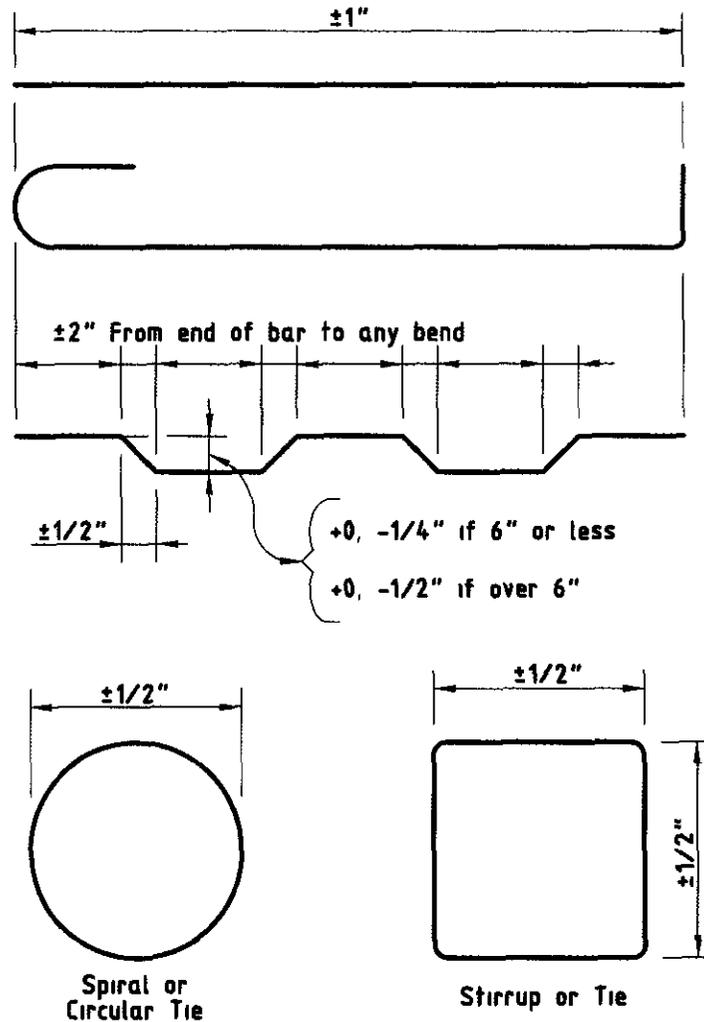
**Table 4  
Minimum Inside Diameter of Bar Bends**

<b>Bend</b>	<b>Bar Size Number (in.)</b>	<b>Bar Size Number (mm)</b>	<b>Diameter</b>
Bends of 90° and greater in stirrups, ties, and other secondary bars that enclose another bar in the bend	3, 4, 5	10, 13, 16	4d
	6, 7, 8	19, 22, 25	6d
Bends in main bars and in secondary bars not covered above	3 through 8	10 through 25	6d
	9, 10, 11	29, 32, 36	8d
	14, 18	43, 57	10d

Note Bar size numbers (in ) are based on the number of eighths of an inch included in the nominal diameter of the bar Bar size numbers (mm) approximate the number of millimeters included in the nominal diameter of the bar

Where bending No 14 or No 18 Grade 60 bars is required, bend-test representative specimens as described for smaller bars in the applicable ASTM specification. Make the required 90° bend around a pin with a diameter of 10 times the nominal diameter of the bar.

**B. Tolerances.** Fabrication tolerances for bars are shown in Figure 1



**Figure 1**  
Fabrication tolerances for bars.

- C. Storage.** Store steel reinforcement above the ground on platforms, skids, or other supports, and protect it from damage and deterioration. Ensure that reinforcement is free from dirt, paint, grease, oil, and other foreign materials when it is placed in the work. Use reinforcement free from defects such as cracks and delaminations. Rust, surface seams, surface irregularities, or mill scale will not be cause for rejection if the minimum cross-sectional area of a hand wire-brushed specimen meets the requirements for the size of steel specified.
- D. Splices.** Lap-splice, weld-splice, or mechanically splice bars as shown on the plans. Additional splices not shown on the plans will require approval. Splices not shown on the plans will be permitted in slabs 15 in. or less in thickness, columns, walls, and parapets.
- Unless otherwise approved, splices will not be permitted in bars 30 ft. or less in plan length. For bars exceeding 30 ft. in plan length, the distance center-to-center of splices must be at least 30 ft. minus 1 splice length, with no more than 1 individual bar length less than 10 ft. Make lap splices

not shown on the plans, but otherwise permitted, in accordance with Table 5. Maintain the specified concrete cover and spacing at splices, and place the lap-spliced bars in contact, securely tied together.

**Table 5**  
**Minimum Lap Requirements for Bar Sizes through No. 11**

Bar Size Number (in.)	Bar Size Number (mm)	Uncoated Lap Length	Coated Lap Length
3	10	1 ft 4 in	2 ft 0 in
4	13	1 ft 9 in	2 ft 8 in
5	16	2 ft 2 in	3 ft 3 in
6	19	2 ft 7 in	3 ft 11 in
7	22	3 ft 5 in	5 ft 2 in
8	25	4 ft 6 in	6 ft 9 in
9	29	5 ft 8 in	8 ft 6 in
10	32	7 ft 3 in	10 ft 11 in
11	36	8 ft 11 in	13 ft 5 in

Note: Bar size numbers (in.) are based on the number of eighths of an inch included in the nominal diameter of the bar. Bar size numbers (mm) approximate the number of millimeters included in the nominal diameter of the bar.

- Do not lap No. 14 or No. 18 bars
  - Lap spiral steel at least 1 turn
  - Splice welded wire fabric using a lap length that includes the overlap of at least 2 cross wires plus 2 in. on each sheet or roll. Splices using bars that develop equivalent strength and are lapped in accordance with Table 5 are permitted.
  - For box culvert extensions with less than 1 ft of fill, lap the existing longitudinal bars with the new bars as shown in Table 3. For extensions with more than 1 ft of fill, lap at least 1 ft 0 in.
  - Ensure that welded splices conform to the requirements of the plans and of Item 448, "Structural Field Welding." Field-prepare ends of reinforcing bars if they will be butt-welded. Delivered bars must be long enough to permit weld preparation.
  - Install mechanical coupling devices in accordance with the manufacturer's recommendations at locations shown on the plans. Protect threaded male or female connections, and make sure the threaded connections are clean when making the connection. Do not repair damaged threads.
  - Mechanical coupler alternate equivalent strength arrangements, to be accomplished by substituting larger bar sizes or more bars, will be considered if approved in writing before fabrication of the systems.
- E. Placing.** Unless otherwise shown on the plans, dimensions shown for reinforcement are to the centers of the bars. Place reinforcement as near as possible to the position shown on the plans. In the plane of the steel parallel to the nearest surface of concrete, bars must not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars must not vary from plan placement by more than 1/4 in. Cover of concrete to the nearest surface of steel must be at least 1 in. unless otherwise shown on the plans.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement is -0, +1/2 in.

Locate the reinforcement accurately in the forms, and hold it firmly in place before and during concrete placement by means of bar supports that are adequate in strength and number to prevent displacement and to keep the steel at the proper distance from the forms. Support bars by standard bar supports with plastic tips, approved plastic bar supports, or precast mortar or concrete blocks when supports are in contact with removable or stay-in-place forms. Use bright basic bar supports to support reinforcing steel placed in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade must be approved.

For bar supports with plastic tips, the plastic protection must be at least 3/32 in. thick and extend upward on the wire to a point at least 1/2 in. above the formwork.

All accessories such as tie wires, bar chairs, supports, or clips used with epoxy-coated reinforcement must be of steel, fully coated with epoxy or plastic. Plastic supports approved by the Engineer may also be used with epoxy-coated reinforcement.

Cast mortar or concrete blocks to uniform dimensions with adequate bearing area. Provide a suitable tie wire in each block for anchoring to the steel. Cast the blocks to the thickness required in approved molds. The surface placed adjacent to the form must be a true plane, free of surface imperfections. Cure the blocks by covering them with wet burlap or mats for a period of 72 hr. Mortar for blocks should contain approximately 1 part hydraulic cement to 3 parts sand. Concrete for blocks should contain 850 lb of hydraulic cement per cubic yard of concrete.

Place individual bar supports in rows at 4-ft maximum spacing in each direction. Place continuous type bar supports at 4-ft maximum spacing. Use continuous bar supports with permanent metal deck forms.

The exposure of the ends of longitudinals, stirrups, and spacers used to position the reinforcement in concrete pipe and in precast box culverts or storm drains is not cause for rejection.

Tie reinforcing steel for bridge slabs, top slabs of direct traffic culverts, and top slabs of prestressed box beams at all intersections, except tie only alternate intersections where spacing is less than 1 ft in each direction. For reinforcing steel cages for other structural members, tie the steel at enough intersections to provide a rigid cage of steel. Fasten mats of wire fabric securely at the ends and edges.

Before concrete placement, clean mortar, mud, dirt, debris, oil, and other foreign material from the reinforcement. Do not place concrete until authorized.

If reinforcement is not adequately supported or tied to resist settlement, reinforcement is floating upward, truss bars are overturning, or movement is detected in any direction during concrete placement, stop placement until corrective measures are taken.

#### F. Handling, Placement, and Repair of Epoxy-Coated Reinforcing Steel.

1. **Handling.** Provide systems for handling coated reinforcement with padded contact areas. Pad bundling bands or use suitable banding to prevent damage to the coating. Lift bundles of coated reinforcement with a strongback, spreader bar, multiple supports, or a platform bridge. Transport the bundled reinforcement carefully, and store it on protective cribbing. Do not drop or drag the coated reinforcement.

2. **Construction Methods.** Do not flame-cut coated reinforcement. Saw or shear-cut only when approved. Coat cut ends as specified in Section 440.3 F.3, "Repair of Coating."

Do not weld or mechanically couple coated reinforcing steel except where specifically shown on the plans. Remove the epoxy coating at least 6 in. beyond the weld limits before welding and 2 in. beyond the limits of the coupler before assembly. After welding or coupling, clean the steel of oil, grease, moisture, dirt, welding contamination (slag or acid residue), and rust to a near-white finish. Check the existing epoxy for damage. Remove any damaged or loose epoxy back to sound epoxy coating.

After cleaning, coat the splice area with epoxy repair material to a thickness of 7 to 17 mils after curing. Apply a second application of repair material to the bar and coupler interface to ensure complete sealing of the joint.

3. **Repair of Coating.** For repair of the coating, use material that complies with the requirements of this Item and ASTM D 3963. Make repairs in accordance with procedures recommended by the manufacturer of the epoxy coating powder. For areas to be patched, apply at least the same coating thickness as required for the original coating. Repair all visible damage to the coating.

Repair sawed and sheared ends, cuts, breaks, and other damage promptly before additional oxidation occurs. Clean areas to be repaired to ensure that they are free from surface contaminants. Make repairs in the shop or in the field as required.

**440.4. Measurement and Payment.** The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

**ITEM 500**  
**MOBILIZATION**

**500.1. Description.** Establish and remove offices, plants, and facilities Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items

**500.2. Measurement.** This Item will be measured by the lump sum as the work progresses

**500.3 Payment.** Partial payments of the lump sum bid for mobilization will be as follows The adjusted Contract amount for construction Items as used below is defined as the total Contract amount less the lump sum for mobilization

- A. Payment will be made upon presentation of a paid invoice for the payment bond, performance bond, and required insurance The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less
- B. Payment will be made upon verification of documented expenditures for plant and facility setup The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less
- C. When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid Previous payments under this Item will be deducted from this amount
- D. When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid Previous payments under the Item will be deducted from this amount
- E. When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid Previous payments under this Item will be deducted from this amount
- F. Payment for the remainder of the lump sum bid for "Mobilization" will be made on the next estimate cycle after the initial retainage estimate or at final acceptance for projects without retainage

## ITEM 502

### BARRICADES, SIGNS, AND TRAFFIC HANDLING

**502.1. Description** Provide, install, move, replace, maintain, clean, and remove upon completion of work all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed

**502.2. Construction.** Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the Compliant Work Zone Traffic Control Device List (CWZTCDL) maintained by the Traffic Operations Division

**A. Implementation.** Before beginning work, designate in writing a Contractor's Responsible Person (CRP) to be the representative of the Contractor who is responsible for taking or directing corrective measures of installation and maintenance deficiencies as soon as possible. The CRP must be accessible by phone and able to respond to emergencies 24 hours per day

Follow the traffic control plan (TCP) and install traffic control devices as shown on the plans and as directed. Install traffic control devices straight and plumb. Do not make changes to the location of any device or implement any other changes to the TCP without the approval of the Engineer. Minor adjustments to meet field constructability and visibility are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, to the Engineer for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL.

Maintain traffic control devices by taking corrective action as soon as possible. Corrective action includes but is not limited to cleaning, replacing, straightening, covering, or removing devices. Maintain the devices such that they are properly positioned, spaced, and legible, and that retroreflective characteristics meet requirements during darkness and rain.

**B. Flaggers.** Provide a Contractor representative who has been certified as a flagging instructor through courses offered by the Texas Engineering Extension Service, the American Traffic Safety Services Association, the National Safety Council, or other approved organizations. Provide the certificate indicating course completion when requested. This representative is responsible for training and assuring that all flaggers are qualified to perform flagging duties. A qualified flagger must be independently certified by one of the organizations listed above or trained by the Contractor's certified flagging instructor. Provide the Engineer with a current list of qualified flaggers before beginning flagging activities. Use only flaggers on the qualified list.

Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must use standard attire, flags, signs, and signals and follow the flagging procedures set forth in the TMUTCD.

**C. Removal.** Upon completion of work, remove all barricades, signs, cones, lights, and other traffic control devices used for work-zone traffic handling, unless otherwise shown on the plans.

**502.3. Measurement.** This Item will be measured by the month.

**502.4 Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work called for in the TCP, that work will be measured and paid for under pertinent Items

**A. Initiation of Payment.** Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun. Installation of the project limit advance warning signs alone is not considered the beginning of construction

**B. Paid Months.** Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance

**C. Maximum Total Payment Prior to Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, "Final Acceptance." However, when all work is complete for all project locations, except for work for vegetative establishment and maintenance periods and performance and test periods, the 10% of the total Contract amount may be exceeded. The remaining balance will be paid in accordance with Section 502.4 E, "Balance Due."

**D. Total Payment Quantity.** The quantity paid under this Item will not exceed the total quantity shown in the plans except as modified by change order and as adjusted by Section 502.4 B, "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, establishment, performance, test, and maintenance periods, failure to complete the work in the number of months allotted, nor delays caused directly or indirectly by requirements of the contract

**E. Balance Due.** If all work is complete and accepted in accordance with Article 5.8, "Final Acceptance," before payment of the amount allowed by this Article, the balance due will be paid on the next estimate after the initial retainage release estimate or final acceptance for projects without retainage

**F. Law Enforcement.** Law enforcement required by the Engineer will be paid in accordance with Article 9.5, "Force Account."

## ITEM 506

### TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

**506.1. Description.** Install, maintain, and remove erosion, sedimentation, and environmental control devices. Remove accumulated sediment and debris.

#### **506.2. Materials.**

##### **A. Rock Filter Dams**

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
  - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in aggregate.
  - **Type 3 Rock Filter Dams.** Use 4 to 8 in aggregate.
2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:
  - a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in x 3-1/4 in ,
  - minimum 0.0866 in steel wire for netting,
  - minimum 0.1063 in steel wire for selvages and corners, and minimum 0.0866 in for binding or tie wire.
3. **Sandbag Material.** Furnish sandbags meeting Section 506.2.1, "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

**B. Temporary Pipe Slope Drains.** Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

**C. Baled Hay.** Provide hay bales weighing at least 50 lb, composed entirely of vegetable matter, measuring 30 in or longer, and bound with wire, nylon, or polypropylene string.

**D. Temporary Paved Flumes.** Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in and a maximum volume of 1/2 cu ft for the construction of energy dissipaters.

**E. Construction Exits.** Provide materials that meet the details shown on the plans and this Section.

1. **Rock Construction Exit.** Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft, or flaky materials and organic and injurious matter. Use 4- to 8-in aggregate for Type 1 and 2- to 4-in aggregate for Type 3.
2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in thick.
3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

**F. Embankment for Erosion Control.** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

**G. Pipe.** Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

**H. Construction Perimeter Fence.**

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in long. Furnish soft wood posts with a minimum diameter of 3 in or use 2 x 4 boards. Furnish hardwood posts with a

minimum cross-section of 1-1/2 x 1-1/5 in Furnish T- or L-shaped steel posts with a minimum weight of 1 3 lb per foot

2. **Fence.** Provide orange construction fencing as approved by the Engineer
  3. **Fence Wire** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire Provide 16 gauge or larger tie wire
  4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in wide to provide maximum visibility both day and night
  5. **Staples.** Provide staples with a crown at least 1/2 in wide and legs at least 1/2 in long
  6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer
- I. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags Filled sandbags must be 24 to 30 in long, 16 to 18 in wide, and 6 to 8 in thick

**Table 1  
Sand Gradation**

Sieve #	Maximum Retained (% by Weight)
4	3%
100	80%
200	95%

- J. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric Logos visible to the traveling public will not be allowed
1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric "
  2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in , unless otherwise shown on the plans Soft wood posts must be at least 3 in in diameter or nominal 2 x 4 in Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in T- or L-shaped steel posts must have a minimum weight of 1 3 lb per foot
  3. **Net Reinforcement** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in , at least 24 in wide, unless otherwise shown on the plans
  4. **Staples.** Provide staples with a crown at least 3/4 in wide and legs 1/2 in long
  5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer

**506.3. Equipment** Provide a backhoe, front end loader, blade, scraper, bulldozer, or other equipment as required when "Earthwork for Erosion Control" is specified on the plans as a bid item

**506.4. Construction**

A. **Contractor Responsibilities.** Implement the Department's Storm Water Pollution Prevention Plan (SWP3) for the project site in accordance with the specific or general storm water permit requirements Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site

**B. General.**

1. **Phasing.** Implement control measures in the area to be disturbed before beginning construction, or as directed Limit the disturbance to the area shown on the plans or as directed If, in the opinion

of the Engineer, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Engineer will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

2. **Maintenance.** Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.
3. **Stabilization.** Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Engineer may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.
4. **Finished Work.** Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.
5. **Restricted Activities.** Do not locate disposal areas, stockpiles, or haul roads in any wetland, water body, or streambed.

Do not install temporary construction crossings in or across any water body without the prior approval of the appropriate resource agency and the Engineer. Restrict construction operations in any water body to the necessary areas as shown on the plans or applicable permit, or as directed. Use temporary bridges, timber mats, or other structurally sound and non-eroding material for stream crossings.

Provide protected storage area for paints, chemicals, solvents, and fertilizers at an approved location. Keep paints, chemicals, solvents, and fertilizers off bare ground and provide shelter for stored chemicals.

- C. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the specific or general storm water permit. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer. If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

Remove devices upon approval or when directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans.

- a. **Type 1 (Non-reinforced).**

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

- b. **Type 2 (Reinforced).**

- (1) **Height.** At least 18 in measured vertically from existing ground to top of filter dam
- (2) **Top Width.** At least 2 ft
- (3) **Slopes** At most 2 : 1
- c. **Type 3 (Reinforced).**
  - (1) **Height.** At least 36 in measured vertically from existing ground to top of filter dam
  - (2) **Top Width.** At least 2 ft
  - (3) **Slopes.** At most 2 : 1
- d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in spacing At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in remaining, and twist wires 4 times  
  
For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above  
  
Lift and place without damaging the gabion Shape sack gabions to existing contours
- e. **Type 5.** Provide rock filter dams as shown on the plans
- 2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed Construct embankment for the drainage system in 8-in lifts to the required elevations Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft higher than the top of the inlet pipe at all points Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft on center Construct the energy dissipators or sediment traps as shown on the plans or as directed Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, “Riprap,” when designated on the plans
- 3. **Baled Hay for Erosion and Sedimentation Control.** Install hay bales at locations shown on the plans by embedding in the soil at least 4 in and, where possible, approximately 1/2 the height of the bale, or as directed Fill gaps between bales with hay
- 4. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in at the flume outlet to the limits shown on the plans or as directed
- 5. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits Construct exits for either long or short-term use
  - a. **Long-Term.** Place the exit over a foundation course, if necessary Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed Construct exits with a width of at least 14 ft for one-way and 20 ft for two-way traffic for the full width of the exit, or as directed
    - (1) **Type 1.** Construct to a depth of at least 8 in using crushed aggregate as shown on the plans or as directed
    - (2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed
  - b. **Short-Term.**
    - (1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board This type of exit may be used for daily operations where long-term exits are not practical
    - (2) **Type 4.** Construct as shown on the plans or as directed
- 6. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices

- a. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Where required, create a sediment basin providing 3,600 cu ft of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

- b. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.
7. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.
    - a. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.
    - b. **Wire Attachment.** Attach the top wire to the posts at least 3 ft from the ground. Attach the lower wire midway between the ground and the top wire.
    - c. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.
  8. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.
  9. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.
    - a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft and install on a slight angle toward the run-off source.
    - b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.
    - c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attached reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.
    - d. **Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft),
- posts without bends, and
- backing without holes

#### 506 5. Measurement.

- A. Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used
1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam
  2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas
    - a. **Installation.** Measurement will be made in final position
    - b. **Removal** Measurement will be made at the point of removal
- B Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot
- C Baled Hay.** Baled hay will be measured by each bale
- D. Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet
- E. Construction Exits.** Construction exits will be measured by the square yard of surface area
- F. Earthwork for Erosion Control.**
1. **Equipment.** Equipment use will be measured by the actual number of hours the equipment is operated
  2. **Volume Measurement.**
    - a. **In Place.**
      - (1) **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas
      - (2) **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between
        - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
        - the lines, grades and slopes of the accepted embankment for the feature
    - b. **In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicles)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities
- G. Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot
- H. Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams
- I. Temporary Sediment-Control Fence.** Temporary sediment-control fence will be measured by the foot

#### 506.6. Payment. The following will not be paid for directly but are subsidiary to pertinent items

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources),
- removal of litter,
- repair to devices and features damaged by Contractor operations,
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls,
- removal and reinstallation of devices and features needed for the convenience of the Contractor,
- finish grading and dressing upon removal of the device, and

- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags

The Contractor will be reimbursed in accordance with pertinent Items or Article 9 5, "Force Account," for maintenance, repair, or reinstallation of devices and features when the need for additional control measures cannot be attributed to the above, as determined by the Engineer. Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

**A Rock Filter Dams.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

- 1. Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.
- 2. Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

**B Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under Section 506 5 F, "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

**C. Baled Hay.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Baled Hay." This price is full compensation for furnishing and placing bales, excavating trenches, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the baled hay installation (or portions thereof) be replaced, payment will be made at the unit price bid for "Baled Hay," which is full compensation for removal and reinstallation of the baled hay.

**D. Temporary Paved Flumes.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under Section 506 5 F, "Earthwork for Erosion and Sediment Control."

- E. Construction Exits.** Contractor-required construction exits from off-right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)" This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under Section 506 5 F, "Earthwork for Erosion and Sediment Control "

- F. Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Earthwork (Erosion and Sediment Control, In Vehicles)," "Dragline Work (Erosion and Sediment Control)," "Backhoe Work (Erosion and Sediment Control)," "Excavator Work (Erosion and Sediment Control)," "Front End Loader Work (Erosion and Sediment Control)," "Blading Work (Erosion and Sediment Control)," "Scraper Work (Erosion and Sediment Control)," or "Bulldozer Work (Erosion and Sediment Control) "

This price is full compensation for excavation including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project, excavation for construction of erosion-control features, embankments including furnishing material from approved sources and construction of erosion-control features, sandbags, plywood, stage construction for curb inlets involved in curb-inlet sediment traps, and equipment, labor, tools, and incidentals

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item

- G. Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence " This price is full compensation for furnishing and placing the fence, digging, fence posts, wire, and flagging, removal and disposal, and materials, equipment, labor, tools, and incidentals

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence

- H. Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot) This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags

- I. Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Sediment-Control Fence " This price is full compensation for furnishing and placing the

fence, trenching, fence posts, fabric and backfill, removal and disposal, and equipment, labor, tools, and incidentals

Removal of temporary sediment-control fence will not be paid for directly but is subsidiary to the installation item. When the Engineer directs that the temporary sedimentation control fence installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Sediment-Control Fence," which is full compensation for the removal and reinstallation of the temporary sediment-control fence.

ITEM 528

**COLORED TEXTURED CONCRETE AND LANDSCAPE PAVERS**

**528 1. Description.**

- A. **Colored Textured Concrete.** Furnish and place colored textured concrete.
- B. **Landscape Pavers** Furnish and install landscape pavers

**528.2. Materials.**

**A Colored Textured Concrete.** Furnish materials in accordance with the following

- Item 420, “Concrete Structures”
- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcing Steel ”

Use Type 1 cement of the same brand and source throughout the structure Use coarse aggregate consisting of natural or crushed gravel and fine aggregate consisting of natural or manufactured particles conforming to Item 421, “Hydraulic Cement Concrete,” unless otherwise shown on the plans Provide materials meeting gradation shown on the plans Use Class A concrete unless otherwise shown on the plans

Use approved dry-shake color hardener or integral concrete colorant shown on the plans Provide colored wax as a curing membrane meeting the requirements of ASTM C 309 or as shown on the plans

**B. Landscape Pavers.** Furnish materials in accordance with

1. **Embankment.** Furnish embankment in accordance with Item 132, “Embankment ”
2. **Base.** Furnish base in accordance with details shown on the plans Provide flexible base, when required, in accordance with Item 247, “Flexible Base ”
3. **Pavers.** Furnish pavers meeting the requirements of ASTM C 936, made using normal-weight aggregates conforming to ASTM C 33, and conforming to the shape, color, laying pattern, and dimensions shown on the plans Furnish certification from the manufacturer stating that the interlocking paving units have been tested and meet all the requirements of ASTM C 936 Furnish additional paving units when required for testing by the Department
4. **Bedding Sand.** Furnish fine aggregate as specified in Item 421, “Hydraulic Cement Concrete,” with the gradation given in Table 1

**Table 1  
Bedding Sand Gradation**

Sieve Size	Percent Passing
3/8"	100
No 4	85–100
No 100	10–30

Spread the sand at a uniform moisture content of 3% to 7% Protect the sand against rain if it is stockpiled on-site before spreading

5. **Joint-Filling Sand.** Meet the requirements for bedding sand, except with the gradation given in Table 2

**Table 2  
Joint-filling Sand Gradation**

Sieve Size	Percent Passing
No 4	100
No 8	90-100
No 16	60-100
No 30	25-70
No 50	10-30
No 100	2-15
No 200	Less than 10

**528 3. Construction Methods.**

- A. Colored Textured Concrete.** Prepare for approval a 9-sq ft , 3-in -thick specimen for each color, pattern, and texture required before beginning work

Prepare the subgrade, base, or both in accordance with the plans and pertinent Items Place and screed concrete to the proper grade and wood-float to a uniform surface, in accordance with Item 420, "Concrete Structures "

Apply colorant in accordance with the manufacturer's recommendations Apply dry-shake color hardener, if used, evenly to the plastic surface, following the manufacturer's directions Use at least 65 lb per 12 sq yd Apply in 2 separate applications and wood-float after each application Trowel only after the final floating

Place dies with a repetitive pattern on the concrete surface and hand-tamp to create the required texture or imprint shown on the plans Apply colored curing and finishing compound in accordance with the manufacturer's directions

**B. Landscape Pavers.**

- 1. Base Installation.** Perform excavation and embankment work for the subgrade Replace unsuitable material encountered in the subgrade and compact to a uniform grade Stabilize subgrade if specified Place and compact the base to ordinary compaction requirements in accordance with the pertinent Item, and to the depth specified on the plans Grade the base surface so that the finished grade of the pavers meets the requirements shown on the plans

- 2. Bedding Sand Installation.** Screed a layer of uncompacted sand to a depth of 1 in to 1-1/2 in over the compacted base Do not use bedding sand for leveling

Maintain the spread sand in a loose condition and protect against precompaction before and after screeding Protect screeded sand against accidental precompaction, including compaction by rain or dew Loosen precompacted sand or screeded sand in advance of the laying face only to an extent to which paving will be completed that day Lightly screed the sand in a loose condition to the predetermined depth slightly ahead of laying the paving units

- 3. Paver Installation.** Place paving units on an uncompacted, screeded sand bed to the required laying pattern shown on the plans Align all joints and provide nominal 1/8-in gaps between adjacent units

Place the first row to abut an edge restraint with a gap of 1/8 in Place at a suitable angle to the edge restraint to achieve the required visual orientation of paving units in the completed pavement In each row, lay full-size units first followed by closure units consisting of at least 25% of a full unit Cut units using a power saw To fill smaller edge spaces, use a grout mix matching the color of the pavers that consists of 1 part hydraulic cement to 2 parts concrete sand Use cement and sand that meet Item 421, "Hydraulic Cement Concrete "

Do not allow construction traffic on pavers during installation and compaction

- 4. Paver Compaction.** Provide a high-frequency, low-amplitude mechanical flat plate vibrator compactor with a plate area large enough to cover at least 12 paving units and that can deliver a

3,500- to 5,000-lb centrifugal compaction force Compact paving units immediately after placement to achieve consolidation of the sand bedding before any traffic is allowed Bring to design levels and profiles by at least 2 passes of the plate compactor

Do not compact within 3 ft of the laying face Continue compaction until lipping has been eliminated between the adjoining units Compact all work to within 3 ft of the laying face at the completion of each work day

Spread joint-filling sand as soon as practical after compaction but in all cases before the termination of each work day, before acceptance of the day's work, and before permitting construction traffic Allow joint-filling sand to dry, and then sweep to fill the joints Compact the pavers and joint-filling sand with a single pass of the compactor

**528.4 Measurement.** This Item will be measured by the square yard

**528.5. Payment.** Excavation and embankment will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans

**A. Colored Textured Concrete.** The work performed and measured as provided under "Measurement" will be paid for at the unit price bid for "Colored Textured Concrete" of the thickness specified This price is full compensation for surface preparation of subgrade and base, furnishing, placing, finishing, and curing colored-textured concrete, and equipment, labor, materials, tools, and incidentals

Preparation of approval specimens will not be paid for directly, but will be considered subsidiary to this Item Base under colored textured concrete will be paid for under pertinent Items unless otherwise shown on the plans

**B. Landscape Pavers.** The work performed and measured as provided under "Measurement" will be paid for at the unit price bid for "Landscape Pavers " This price is full compensation for furnishing, placing, and compacting pavers, bedding and joint-filling sand, and equipment, labor, materials, tools, and incidentals Paver units damaged during compaction will be replaced at the Contractor's expense Base required for landscape pavers will not be paid for directly but will be subsidiary to this Item

ITEM 529  
**CONCRETE CURB, GUTTER, AND COMBINED CURB  
AND GUTTER**

**529.1. Description.** Construct hydraulic cement concrete curb, gutter, and combined curb and gutter

**529.2. Materials.** Furnish materials conforming to

- Item 360, "Concrete Pavement"
- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel "

Use Class A concrete or material specified in the plans Use Grade 8 coarse aggregate for extruded Class A concrete Use other grades if approved by the Engineer

**529.3. Construction.** Provide finished work with a well-compacted mass and a surface free from voids and honeycomb, in the required shape, line, and grade Round exposed edges with an edging tool of the radius shown on the plans Mix, place, and cure concrete in accordance with Item 420, "Concrete Structures " Construct joints at locations shown on the plans Cure for at least 72 hr

Furnish and place reinforcing steel in accordance with Item 440, "Reinforcing Steel "

Set and maintain a guideline that conforms to alignment data shown on the plans, with an outline that conforms to the details shown on the plans

**A. Conventionally Formed Concrete.** Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross section shown on the plans Lightly sprinkle subgrade or foundation material immediately before concrete placement

Pour concrete into forms, and strike off with a template 1/4 to 3/8 in less than the dimensions of the finished curb unless otherwise approved After initial set, plaster surface with mortar consisting of 1 part hydraulic cement and 2 parts fine aggregate Brush exposed surfaces to a uniform texture

Place curbs, gutters, and combined curb and gutters in 50-ft maximum sections unless otherwise approved

**B. Extruded or Slipformed Concrete.** Hand-tamp and sprinkle subgrade or foundation material before concrete placement Provide clean surfaces for concrete placement If required, coat cleaned surfaces with approved adhesive or coating at the rate of application shown on the plans or as directed Place concrete with approved self-propelled equipment

The forming tube of the extrusion machine or the form of the slipform machine must be easily adjustable vertically during the forward motion of the machine to provide variable heights necessary to conform to the established gradeline

Attach a pointer or gauge to the machine so that a continual comparison can be made between the extruded or slipform work and the grade guideline Other methods may be used when approved

Finish surfaces immediately after extrusion or slipforming

**529.4. Measurement.** This Item will be measured by the foot

**529.5. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Curb," "Concrete Curb (Mono)," or "Concrete Curb and Gutter" of the type specified This price is full compensation for surface preparation of base, equipment, labor, materials, tools, and incidentals

ITEM 531  
SIDEWALKS

**531.1. Description.** Construct hydraulic cement concrete sidewalks

**531.2 Materials.** Furnish materials conforming to the following

- Item 360, "Concrete Pavement"
- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel "

Use Class A concrete or other concrete as specified Use Grade 8 course aggregate for extruded Class A concrete Use other grades if approved by the Engineer

**531.3. Construction.** Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans Lightly sprinkle subgrade or foundation material immediately before concrete placement Hand-tamp and sprinkle foundation when placement is directly on subgrade or foundation materials Remove and dispose of existing concrete in accordance with Item 104, "Removing Concrete " Provide a clean surface for concrete placement directly on the surface material or pavement

Mix and place concrete in accordance with the pertinent Items Hand-finishing is allowed for any method of construction Finish exposed surfaces to a uniform transverse broom finish surface Curb ramps must include a detectable warning surface and conform to details shown on the plans Install joints as shown on the plans Brush all exposed surfaces to a smooth and uniform surface Ensure that abrupt changes in sidewalk elevation do not exceed 1/4 inch, sidewalk cross slope does not exceed 2%, curb ramp grade does not exceed 8 3%, and flares adjacent to the ramp do not exceed 10% slope Where a sidewalk crosses a concrete driveway, ensure that the sidewalk depth and reinforcement are not less than the driveway cross-sectional details shown on the plans

Provide finished work with a well-compacted mass, a surface free from voids and honeycomb, and the required true-to-line shape and grade Cure for at least 72 hr in accordance with Item 420, "Concrete Structures "

- A. Conventionally Formed Concrete.** Provide sidewalk sections separated by premold or board joint of the thickness shown on the plans in lengths greater than 8 ft but less than 40 ft , unless otherwise directed Terminate workday production at an expansion joint
- B. Extruded or Slipformed Concrete** Provide any additional surface finishing immediately after extrusion or slipforming as required on the plans Construct joints at locations as shown on the plans or as directed

**531.4 Measurement.** Sidewalks will be measured by the foot or by the square yard of surface area Curb ramps will be measured by each unit The unit will consist of the curb ramp, landing, adjacent flares or side curb, and detectable warning surface as shown on the plans

**531.5. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Sidewalks" of the width (for foot measurement) and of the depth specified or "Curb Ramps" of the type specified This price is full compensation for surface preparation of base, materials, removal and disposal of existing concrete, excavation, hauling and disposal of excavated material, drilling and doweling into existing concrete curb, sidewalk, and pavement, repair of adjacent street or pavement structure damaged by these operations, and equipment, labor, materials, tools, and incidentals

Sidewalks that cross and connect to concrete driveways or turnouts will be measured and paid for in accordance with Item 530, "Intersections, Driveways, and Turnouts "

## **SPECIAL SPECIFICATIONS**

ITEM 276  
**CEMENT TREATMENT (PLANT-MIXED)**

**276.1. Description** Construct a base course composed of flexible base, hydraulic cement, and water, mixed in an approved plant

**276.2. Materials** Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of proposed sources of materials and of changes in material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

- A **Cement.** Furnish hydraulic cement that meets the requirements of DMS-4600, Hydraulic Cement, and the Department's Hydraulic Cement Quality Monitoring Program (HCQMP). Sources not on the HCQMP will require testing and approval before use.
- B **Flexible Base** Furnish base material that meets the requirements of Item 247, Flexible Base, for the type and grade shown on the plans, before the addition of cement.
- C **Water** Furnish water that is free of industrial waste and other objectionable material.
- D **Asphalt.** When permitted for curing purposes, furnish asphalt or emulsion that meets the requirements of Item 300, Asphalts, Oils, and Emulsions, as shown on the plans or as directed.
- E **Mix Design.** Using the materials proposed for the project, the Engineer will determine the target cement content and optimum moisture content necessary to produce a stabilized mixture meeting the strength requirements shown in Table 1 for the class specified on the plans. The mix will be designed in accordance with Tex-120-E. The Contractor may propose a mix design developed in accordance with Tex-120-E. The Engineer will use Tex-120-E to verify the Contractor's proposed mix design before acceptance. The Engineer may use project materials sampled from the plant or the quarry, and sampled by the Engineer or the Contractor, as determined by the Engineer. Limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

**Table 1  
Strength Requirements**

Class	7-Day Unconfined Compressive Strength, Min. psi
L	300
M	175
N	As shown on the plans

**276.3. Equipment** Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, Rolling. Provide proof rollers in accordance with Item 216, Proof Rolling, when required.

- A **Cement Storage Facility.** Store cement in closed, weatherproof containers.
- B **Mixing Plant** Provide a stationary pugmill, weigh-batch, or continuous mixing plant as approved. Equip plants with automatic proportioning and metering devices that produce a uniform mixture of base material, cement, and water in the specified proportions.
- C **Spreader Equipment.** When shown on the plans, provide equipment that will spread the cement treated mixture in a uniform layer in 1 pass. When shown on the plans, equip spreaders with electronic grade controls.

**276.4. Construction.** Construct each layer uniformly, free of loose or segregated areas and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or established by the Engineer. Start placement operations only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend operations when the Engineer determines that weather conditions are unsuitable.

**A. Mixing.** Thoroughly mix materials in the proportions designated on the mix design, in a mixing plant that meets the requirements of Section 276.3 B, Mixing Plant. Mix at optimum moisture content, unless otherwise directed, until a homogeneous mixture is obtained. Do not add water to the mixture after mixing is completed unless directed.

**B. Placing.** Place the cement-treated base on a subgrade or base prepared in accordance with details shown on the plans. Bring the prepared roadway to the moisture content directed. Haul cement-treated base to the roadway in clean trucks and begin placement immediately. Place cement-treated base only on an area where compacting and finishing can be completed during the same working day. Spread and shape in a uniform layer with an approved spreader. Construct individual layers to the thickness shown on the plans. Maintain the shape of the course by blading. Correct or replace segregated areas as directed, at no additional expense to the Department.

Construct vertical joints between new cement-treated base and cement-treated base that has been in place 4 hr or longer. The vertical face may be created by using a header or by cutting back the face to approximately vertical. Place successive base courses using the same methods as the first course. Offset construction joints by at least 6 in.

**C. Compaction.** Compact each layer immediately after placing. Complete compaction within 2 hr after plant-mixing water with dry material. When multiple lifts are permitted, complete compaction of the final lift within 5 hr after adding water to the treated base used in the first lift.

Moisture content in the mixture at the plant may be adjusted so that during compaction it is within 2.0 percentage points of optimum as determined by Tex-120-E. Determine the moisture content in the mixture at the beginning of and during compaction in accordance with Tex-103-E. Maintain uniform moisture content by sprinkling the treated material in accordance with Item 204, Sprinkling.

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed.

Compact to at least 95% of maximum density as determined in accordance with Tex-120-E. The Engineer will determine roadway density in accordance with Tex-115-E and will verify strength in accordance with Tex-120-E. Remove material that does not meet density requirements. Remove areas that lose required stability, compaction, or finish. Replace with cement-treated mixture and compact and test in accordance with density control methods.

The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

**D. Finishing.** Immediately after completing compaction, clip, skin, or tight blade the surface of the cement-treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

In areas where surfacing is to be placed, trim grade deviations greater than 1/4 in in 16 ft measured longitudinally or greater than 1/4 in over the entire width of the cross-section. Remove excess material, reshape, and then roll with a pneumatic tire roller. If material is more than 1/4 in low, correct as directed. Do not surface patch.

- E. **Curing.** Cure for at least 3 days by sprinkling in accordance with Item 204, Sprinkling, or by applying an asphalt material at the rate of 0.05 to 0.20 gal per square yard, as shown on the plans or directed. Maintain the moisture content during curing at no lower than 2 percentage points below optimum. Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Continue curing until placing another course or opening the finished section to traffic.

**276.5 Measurement and Payment.** The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be considered subsidiary to pertinent items.

Section 02508

EXTRA STRENGTH CLAY PIPE

PART 1 GENERAL

1 01 SECTION INCLUDES

- A Extra strength vitrified clay pipe for direct burial
- B Vitrified clay pipe for jacking and microtunneling

1 02 MEASUREMENT AND PAYMENT

A Unit Prices

- 1 Measurement and payment for extra strength clay pipe is by the linear foot, measured along centerline of pipe from end to end, and shall be considered full compensation for all labor and materials required to install the liner to specified requirements
- 2 Refer to Section 01270 - Measurement and Payment for unit price procedures

- B Stipulated Price (Lump Sum) If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price

1 03 REFERENCES

- A ASTM C 12 - Practice for Installing Vitrified Clay Pipe Lines
- B ASTM C 301 - Test Methods for Vitrified Clay Pipe
- C ASTM C 425 - Specification for Compression Joints for Vitrified Clay Pipe and Fittings
- D ASTM C 700 - Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated
- E ASTM C 828 - Test Method for Low-Pressure Air Test of Vitrified Clay Pipe Lines
- F ASTM C 1091 - Test Method for Hydrostatic Infiltration and Exfiltration Testing of Vitrified Clay Pipe Lines
- G ASTM C 1208 - Standard Specification for Vitrified Clay Pipe and Joints for Use in Jacking, Slip lining and Tunnels
- H ASTM D 1784 - Specification for Rigid Poly (Vinyl Chloride) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds

I National Clay Pipe Institute (NCPI) Clay Pipe Engineering Manual

1 04 SUBMITTALS

A Conform to requirements of Section 01330 - Submittal Procedures

B Submit complete product data for pipe, fittings, gaskets and couplings for approval  
Indicate conformance to appropriate reference standards

C Submit certificates by a testing laboratory, hired and paid by the manufacturer, that  
clay pipes meet applicable standards when tested in accordance with ASTM C 301

PART 2 PRODUCTS

2 01 VITRIFIED CLAY PIPE

A Vitrified clay pipe for direct burial shall conform to ASTM C 700 requirements for  
extra strength clay pipe

B Approved manufacturers of extra strength clay pipe are Mission Clay Products  
Corporation and the Dickey Company

2 02 JOINTS

A Joints for extra strength vitrified clay shall conform to ASTM C 425.

1 For clay pipe 21 inches in diameter and larger, conform to requirements for  
compression joints for bell-and-spigot pipe

2 For clay pipe 18 inches in diameter and smaller, conform to requirements for  
compression couplings for plain-end pipe

B. Joints for jacking, sliplining, and microtunneling pipe shall conform to ASTM C  
1208

2 03 GASKETS

A When no contaminant is identified, furnish rubber or polyurethane elastomer gasket  
material conforming to standards listed above

B Pipe to be installed in potentially contaminated areas, especially where free product is  
found near the elevation of the proposed sewer, shall have the following gasket  
material for the noted contaminants

CONTAMINANT	GASKET MATERIAL REQUIRED
Petroleum (diesel, gasoline)	Nitrile Rubber

Other contaminants	As recommended by the pipe manufacturer, Engineer of the Record and approved by City Engineer prior to installation
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2 04 COMPRESSION COUPLINGS

- A The PVC collar material for compression couplings of plain-end pipe shall conform to requirements of ASTM D 1784, Class 12454-B
- B Couplings for microtunneling and other pipe jacking methods shall be made with Type 316 stainless steel sleeve couplings that utilize elastomeric sealing gaskets as the sole means to maintain joint water tightness. The joints shall have the same outside diameter as the pipe so when the pipes are assembled, the joints are flush with the pipe outside surface

PART 3 EXECUTION

3 01 INSTALLATION

- A Conform to installation requirements of Section 02441 - Microtunneling and Pipe Jacked Tunnels and Section 02531 - Gravity Sanitary Sewers
- B Install pipe in accordance with ASTM C 12, the NCPI Clay Pipe Engineering Manual, and manufacturer's recommendations

3 02 ACCEPTANCE TESTING

- A Perform acceptance testing in accordance with Section 02533 - Acceptance Testing for Sanitary Sewer, and ASTM C 1091. Do not use procedures from ASTM C 828 unless authorized by Project Manager

3 03 FIELD QUALITY ASSURANCE

- A The City may run tests on field samples following applicable ASTM standards at an independent laboratory to verify the required physical properties and characteristics of supplied materials. Provide product samples as requested by Project Manager

END OF SECTION

Section 02983

REMOVAL AND RESTORATION OF BRICK PAVED STREETS

PART 1 GENERAL

1 01 SECTION INCLUDES

- A Brick paving work for removal and restoration of existing brick paved streets, either exposed or overlaid is directed toward preservation of historic items

1 02 MEASUREMENT AND PAYMENT

A Unit Prices

- 1 Payment for removal and restoration of brick paved streets is on square yard basis
- 2 Refer to Section 01270 - Measurement and Payment for unit price procedures

- B Stipulated Price (Lump Sum) If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price

1 03 REFERENCES

- A ASTM C 91 - Standard Specification for Masonry Cement
- B ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
- C ASTM C 270 - Standard Specification for Mortar for Unit Masonry

1 04 SUBMITTALS

- A Conform to requirements of Section 01330 - Submittal Procedures
- B Submit certification from manufacturer that bricks and masonry cement meet applicable requirements of reference standards

1 05 HANDLING AND STORAGE

- A Take extreme care when excavating in or adjacent to brick paved surface
- B Remove bricks by hand and clean them of mortar, grout, sand or tar
- C Protect brick at work site from theft, breakage, and damage Store brick on site in secure, locked area

PART 2 PRODUCTS

2 01 BRICK MASONRY UNITS FOR PAVING

- A Reuse all existing bricks in order to restore brick paved surface to its original or better condition. New replacement bricks will be used only after all of the salvaged bricks have been reused so that the new bricks are concentrated together. The new bricks shall match the original in size, dimension, texture and color.
- B Replace bricks which become damaged or cracked with new paving bricks that match existing brick. Remove damaged bricks from site.

2 02 MORTAR

- A Masonry Cement. Cement manufactured in United States and conforming to requirements of ASTM C 91.
- B Mixing Water. Clean, free from harmful amounts of acids, alkalis and organic material.
- C Type and Strength. Comply with requirements of ASTM C 270, Type M, with compressive strength of 2500 psi at 28 days.
- D Brick Foundation Base. Use cement-stabilized sand as specified in Item 276 – Cement Treatment (Plant-Mixed).
- E Refer to Section 04061 – Mortar.

PART 3 EXECUTION

3 01 RESTORATION OF PAVEMENT FOR OVERLAID BRICK STREETS

- A The restoration of brick pavement section which is below existing overlay is not required. Replacement of pavement after completing utility work can be accomplished without replacing brick. Use paving materials matching existing to restore pavement section. Refer to Section 02951 - Pavement Repair and Resurfacing.

3 02 PREPARATION FOR RESTORATION OF EXPOSED BRICK STREET

- A Ensure that subgrade to support brickwork is at proper grades and elevation. Correct improperly prepared surfaces. Before starting brick paving work, verify that work surfaces and masonry are free of dirt, grease, oil, or other harmful materials.
- B Excavate and compact backfill according to Item 400 Excavation and Backfill for Structures. Place 6 inches of cement stabilized sand base to elevation of brick.

foundation in accordance with Item 276 -- Cement Treatment (Plant-Mixed)

3 03 WEATHER REQUIREMENTS

- A Lay no masonry when temperature of outside air is below 40 degrees F, unless satisfactory means are provided to heat materials and protect work from cold and frost
- B Maintain mortar at 40 degrees F or above and ensure that mortar will harden without freezing

3 04 MORTAR MIXING

- A The recommended mortar should be a lime cement sand mixture in the proportion of 1 2 8 Mix in power- driven, drum-type mixer as follows: 1 Combine 3/4 of required water and all masonry cement 2 Mix briefly, then add water in small quantities until workability of batch is satisfactory to masons 3 Mix for minimum of 3 minutes and completely empty drum before recharging for next batch
- B Retemper mortar that has stiffened because of evaporation of water by adding water as frequently as needed to restore desired consistency Use and place mortar in final position within 2 1/2 hours after initial mixing

3 05 BRICK PLACEMENT

- A Ensure that brick foundation base is properly graded and compacted in order to match grade of surrounding existing brick pavement Provide for proper drainage without ponding
- B Place bricks level to create smooth and uniform surface for vehicles
- C Where fresh masonry joins partially set or totally set masonry, clean surfaces of set masonry Remove loose mortar and brick
- D Wet brick to obtain best possible bond
- E Immediately remove mortar droppings and splashing as work progresses to facilitate final cleaning

3 06 JOINTS

- A Completely fill joints in brick and other materials with mortar as each course is laid
- B Make joints uniform 1/4 inch wide or match existing joint width, unless otherwise shown on Drawings
- C When mortar is "thumbprint" hard, tool exposed joints with round jointer that is slightly larger than width of mortar joint In tooling, make sure that cracks and crevices are

closed

D Point holes in masonry Cut out defective joints and repoint.

3 07 FIELD QUALITY CONTROL

A Test under provisions of Section 01454 - Testing Laboratory Services

B Mold minimum of one set of mortar samples for each day's placement, or as directed by Project Manager Mold three 2 inch square cubes Test one cube for compressive strength at 7 days and test other 2 cubes for compressive strength at 28 days in accordance with ASTM C 109

END OF SECTION

Section 04061

MORTAR

PART 1 GENERAL

1 01 SECTION INCLUDES

- A. Mortar and grout for masonry

1 02 MEASUREMENT AND PAYMENT

A Unit Prices

- 1 No separate payment will be made for mortar under this Section. Include payment in Lump Sum for building or structure with price breakdown included in Schedule of Values
- 2 Refer to Section 01270 - Measurement and Payment and Section 01292- Schedule of Values

- B Stipulated Price (Lump Sum) If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price

1 03 REFERENCES

- A ASTM C 143 - Standard Testing Method for Slump of Hydraulic Cement Concrete
- B ASTM C 144 - Standard Specification for Aggregate for Masonry Mortar
- C ASTM C 150 - Standard Specification for Portland Cement
- D ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes
- E ASTM C 270 - Standard Specification for Mortar for Unit Masonry
- F ASTM C 404 - Standard Specification for Aggregates for Masonry Grout
- G ASTM C 476 - Standard Specification for Grout for Masonry
- H ASTM C 780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry
- I ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars

1 04 SUBMITTALS

- A Conform to requirements of Section 01330 - Submittal Procedures
- B Include design mix, indicate Property Method used, required environmental conditions, and admixture limitations
- C Samples Submit two ribbons of each mortar color, illustrating color and color range
- D. Submit test reports under provisions of Section 01450 - Contractor's Quality Control
- E Submit test reports on mortar indicating conformance to ASTM C 270
- F Submit test reports on grout indicating conformance to ASTM C 476
- G Submit manufacturer's certificate under provisions of Section 01450 - Contractor's Quality Control, that products meet or exceed specified requirements

1 05 DELIVERY, STORAGE, AND HANDLING

- A Deliver products to site and store and protect products under provisions of Section 01610 - Basic Product Requirements
- B Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter

1 06 ENVIRONMENTAL REQUIREMENTS

- A Maintain materials and surrounding air temperatures to minimum 50 degrees F prior to, during, and 48 hours after completion of masonry work.

1 07 MIX TESTS

- A Test mortar and grout in accordance with Section 01454 - Testing Laboratory Services
- B Testing of Mortar Mix Test in accordance with ASTM C 780 Test mortar mix for compressive strength, consistency, mortar aggregate ratio, water content, air content, and splitting tensile strength
- C Testing of Grout Mix Test in accordance with ASTM C 109 Test grout mix for compressive strength and slump

PART 2 PRODUCTS

2 01 MATERIALS

- A Portland Cement ASTM C 150, Type I, white color A natural cement such as

Rosendale Cement shall be used

B Masonry Cement. Not permitted

C Mortar Aggregate ASTM C 144, standard masonry type Sand should be obtained from a local natural source, and compared to the original sand on the basis of mineralogy and grain size distribution

D Hydrated Lime ASTM C 207, Type S

E Grout Aggregate ASTM C 404

F Water. Clean and potable

G Lime Type S hydrated lime

## 2.02 MORTAR COLOR

A Mortar Color Mineral oxide pigment, color, little if any should be necessary to match existing mortar color property

## 2.03 ADMIXTURES

A Antifreeze Antifreeze admixtures will not be permitted

B Accelerator Accelerator may be used only with approval of Project Manager

## 2.04 MORTAR

A Mortar for Load Bearing Walls and Partitions ASTM C 270, Type S utilizing Property Method to achieve 1800 psi strength

B Mortar for Non-load Bearing Walls and Partitions ASTM C 270, Type S utilizing the Property Method to achieve 1800 psi strength

C Mortar for Masonry Below Grade or in Contact with Earth ASTM C 270, Type M utilizing the Property Method to achieve 2500 psi strength

D Pointing Mortar ASTM C 270, Type N, using the Property Method to achieve 750 psi strength

## 2.05 MORTAR MIXING

A Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C 270 to achieve strengths noted in Paragraph 2.04

B Add mortar color and admixtures in accordance with manufacturer's instructions

Provide uniformity of mix and coloration

- C Do not use anti-freeze compounds to lower freezing point of mortar
- D If water is lost by evaporation, retemper only within 2 hours of mixing
- E Use mortar within 2 hours after mixing at temperatures of 80 degrees F, or 2 1/2 hours at temperatures under 50 degrees F

2 06 GROUT

- A Bond Beams, Lintels, and Other Areas to be Grouted Solid 3000 psi strength at 28 days, 7 to 8 inches slump per ASTM C 143, mixed in accordance with ASTM C 476, Fine Grout

2 07 GROUT MIXING

- A The recommended replacement mortar should be a lime cement sand mixture in the proportion of 1 2 8
- B Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C 476, Fine Grout
- C Add admixtures in accordance with manufacturer's instructions Provide uniformity of mix
- D Do not use anti-freeze compounds to lower freezing point of grout.

PART 3 EXECUTION

3 01 EXAMINATION

- A Request inspection of spaces to be grouted

3 02 PREPARATION

- A Apply bonding agent to existing concrete surfaces
- B Plug clean out holes with masonry units to prevent leakage of grout materials Brace masonry for wet grout pressure

3 03 INSTALLATION

- A Install mortar and grout in accordance with manufacturer's instructions
- B Work grout into masonry cores and cavities to eliminate voids

- C Do not displace reinforcement while placing grout
- D Remove grout spaces of excess mortar

END OF SECTION

## SPECIAL PROVISION TO ITEM 1

### "DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

**THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS," "TXDOT," "TEXAS DEPARTMENT OF TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PART OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.**

Articles 1.26, "Certificate of Insurance"; 1.28, "Commission", 1.47, "Department", 1.70 "Letting Official" and 1.124 "State" are deleted.

Article 1.53, "ENGINEER", is revised to read in its entirety as follows:

**1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibilities and obligations shall be limited as provided in Article 1.148.**

Article 1.64, "INSPECTOR," is revised to read in its entirety as follows:

**1.64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain of the activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148.**

**Special Provisions to Item 1**

**"DEFINITION OF TERMS"**

**ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:**

**1.148 CONSULTING ENGINEER.** Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are representatives of Galveston County only to extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County – and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out this work pursuant to safe methods of construction; to select and fulfill the proper manner, means and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

**SPECIAL PROVISION TO ITEM 2**

**INSTRUCTIONS TO BIDDERS**

**For the project, Item 2 of the Texas Standard Specification is hereby deleted in its entirety.**

**The Instructions To Bidders is included elsewhere in the Contract Documents.**

**SPECIAL PROVISION TO ITEM 3**  
**AWARD AND EXECUTION OF CONTRACT**

**For this project, Item 3 of the Texas Standard Specifications is hereby deleted in its entirety.**

**The Instructions To Bidders is included elsewhere in the Contract Documents.**

**SPECIAL PROVISION TO ITEM 4**

**SCOPE OF WORK**

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4.2 "CHANGES IN WORK", "ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 38 "CHANGES and ALTERATIONS" and ARTICLE 39 "EXTRA WORK" of Section IV, "General Terms and Conditions".

**SPECIAL PROVISION TO ITEM 5**

**CONTROL OF THE WORK**

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

**ARTICLE 5.2 "PLANS AND WORKING DRAWINGS."** The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

**ARTICLE 5.5 "COOPERATION OF CONTRACTOR."** The last sentence of the first paragraph is hereby revised to read as follows:

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

**ARTICLE 5.6 "CONSTRUCTION SURVEYING",** is hereby deleted in its entirety.

**ARTICLE 5.7 "INSPECTION."** The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover remove and replace or make good the parts removed will be paid for in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions".

**ARTICLE 5.8 "FINAL ACCEPTANCE,"** is hereby deleted in its entirety. It is replaced by Article 34. "Final Completion And Acceptance" of Section IV, "General Terms And Conditions".

**SPECIAL PROVISION TO ITEM 6**

**CONTROL OF MATERIALS**

**For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.**

**ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. "Buy America" and B. Buy Texas" are hereby deleted in their entirety.**

**ARTICLE 6.7 "Department-furnished Material" is hereby deleted in it's entirety.**

**SPECIAL PROVISION TO ITEM 7**

**LEGAL RELATIONS AND RESPONSIBILITIES**

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

**ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.**

**ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows:**

**Payment for repair of surfaces opened by permission will be made in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions.**

**SPECIAL PROVISION TO ITEM 8**

**PROSECUTION AND PROGRESS**

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

**ARTICLE 8.1 "PROSECUTION OF WORK"** The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of authorization to begin work as shown on the work order.

**ARTICLE 8.2 "PROGRESS SCHEDULES", B "CONSTRUCTION CONTRACTS"** The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

**SPECIAL PROVISION TO ITEM 9**

**MEASUREMENT AND PAYMENT**

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

**ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT"** is hereby deleted in its entirety.

**ARTICLE 9.4 "PAYMENT FOR EXTRA WORK"** is hereby deleted in its entirety.

Extra work ordered, performed and accepted will be paid for in accordance with **ARTICLE 39, "EXTRA WORK"** of Section IV, "General Terms and Conditions".

**ARTICLE 9.5 "FORCE ACCOUNT"** is hereby deleted in its entirety.

**ARTICLE 9.6 "PROGRESS PAYMENTS"** is hereby deleted in its entirety and replaced by **ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE"** of Section IV, "General Terms and Conditions".

**ARTICLE 9.8 "FINAL PAYMENT"** is hereby deleted in its entirety and replaced by **ARTICLE 34, "FINAL COMPLETION AND ACCEPTANCE"** and **ARTICLE 40, "FINAL PAYMENT"** of Section IV, "General Terms and Conditions".

**SECTION VI  
PLANS**

AGENDA

ITEM

#25a2



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

July 17, 2012

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

**Re: RFP #B122025, Travel Management Services**

Gentlemen,

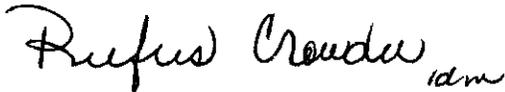
On June 26, 2012 proposals were opened for RFP #B121025, Travel Management Services, at which time two (2) proposals were received from the following companies

- Travel Counselors, Inc Galveston, Texas
- Sunward Adventures Riverside, California

It is recommended that Travel Counselors, Inc be awarded the contract for this service

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Handwritten signature of Rufus G. Crowder in cursive, with the initials "idm" written below the signature.

Rufus G Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments



## Travel Counselors, Inc.

2508 Ball

Galveston TX 77550

Phone 409 765-7759 Fax 409-765-8994

Email [email@travel-counselors.com](mailto:email@travel-counselors.com)

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June 25, 2012

Rufus G Crowder, CPPB  
Purchasing Agent  
Galveston County Purchasing Department  
722 Moody Avenue (21st Street)  
Galveston, Texas 77550

RE Bid # B122025 Travel Management Services for Galveston County

Dear Mr Crowder,

It is with pleasure that we submit our BID to you for evaluation in your search for qualified travel management service companies to aid your travelers in coordinating their travel arrangements

We have complied with all general specifications and submit to you one (1) original and eleven (11) copies of our proposal along with the required 3 signed Contracts, our PEID, Form W-9, and Certificates of Insurance(s)

We look forward to hearing from you and the Commissioner's Court regarding our status

With best regards,

Susan Antonelli, CTC  
President

Jeff Antonelli  
Vice-President

Encls

**TRAVEL MANAGEMENT SERVICES  
GALVESTON COUNTY, TEXAS**

**PROPOSAL FORM**

THE FIRM OF TRAVEL COUNSELORS, INC.  
Address 2508 Ball St.  
GALVESTON, TX 77550  
FEIN (TAX ID) 74-136 5500

The following shall be returned with your proposal Failure to do so may be ample cause for rejection of proposal as non responsive It is the responsibility of the Proposer to ensure that Proposer has received all addenda

Items:	Confirmed (X):
1 References (if required)	<u>X</u>
2 Addenda, if any. N/A	#1 ___ #2 ___ #3 ___ #4 ___
3 One (1) original and two (2) copies of submittal	<u>X</u>
4 Vendor Qualification packet	<u>X</u>
5 Payment Terms:	<u>X</u> net 30 ___ Other

Person to contact regarding this proposal SUSAN G. Antonelli  
Title President Phone 409 765.7759 Fax 409.765-8994  
E-mail address SUSAN@travel-counselors.com

Name of person authorized to bind the Firm SUSAN G Antonelli  
Signature Susan G. Antonelli Date June 25, 2012  
Title President Phone 409.765.7759 Fax 409.765 8994  
E-mail address SUSAN@travel-counselors.com

## TRAVEL MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

### PROPOSAL FORM

#### References:

Please submit at least three (3) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the ~~food~~ related services provided  
TRAVEL

- 1 Firm Name AMERICAN NATIONAL INSURANCE CO  
Contact Jim Collura  
Title VP. chief wife marketing office E-mail Jim.Collura@ANICO.com  
Mailing Address One Moody Plaza GALVESTON TX 77550  
Phone 409.766.6501 Fax N/A  
Description Large groups (400 people+) domestic & internationally Annually.
  
- 2 Firm Name University of Texas Medical Branch  
Contact DAVID Callendar  
Title president E-mail secty Bobbie Guyton BJGuyton@utmb.edu  
Mailing Address 301 University BLVD  
Phone 409.772.9867 Fax 409.772.5064  
Description mainly domestic (southwest) airline resvns + car + hotel. ALSO incoming seminar participants
  
- 3 Firm Name Kempner Capital Management  
Contact Karen Crummett for Harris Kempner  
Title Admin ASSISTANT E-mail KarenCrummett@kempnercapital.com  
Mailing Address P O Box 119 GALVESTON TX 77553  
Phone 409.765.6671 Fax N/A  
Description Domestic and International car, air, and hotel reservations



# Travel Counselors, Inc.

2508 Ball

Galveston, TX 77550

Phone 409-765-7759 Fax 409-765-8994

Email: [email@travel-counselors.com](mailto:email@travel-counselors.com)



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Travel Management Services

Galveston County

RFP # B122025

Pg 1

## 1 SCOPE.

Our commitment to our clients – commercial accounts, individuals, and governmental contracts- is to provide the knowledge and support to create the best travel experience at the lowest cost

Our methodology is a compilation of the following strategies

- A Utilization of up to date and future technologies to track and manage airfares worldwide Examples are our use of NetCheck searches through Sabre (which searches net airfare offerings of airlines along with consolidator airfares offered by competing airlines), Air extras software (this program compares costs of luggage and seat assignment and meal purchases between airlines offered), various internet program comparisons (ie Kayak, cheap seats, Expedia, Orbitz, Hotels com, etc), and of course weekly scanning of any current changes to the State of Texas Travelguides submitted to the Texas Comptroller of Accounts and Textravel
- B Report tracking of past travel to provide insights into possible flexibilities of travel This combines the expertise of our agents and firm management reports to study and offer alternatives to travel problems For example – the purchase of a non-refundable airfare vs a refundable airfare if the cost of changes would still be less than the cost of the refundable fare Same with advance purchase fares, alternative city airport choices, and day of departure or return advantage studies

## 4 PROPOSER'S QUALIFICATIONS:

- 4.1 Travel Counselors, Inc. is 100% engaged in travel management service and has done so since 1958. We have been in business as a full service Travel Agency for 54 consecutive years.
- 4.2 Travel Counselors, Inc. has a proven record of having supplied this service not only to Galveston County (Since 2000) but also to the University of Texas Medical Branch, American National Insurance Company, and various other Galveston County based companies.
- 4.3 Travel Counselors, Inc. has the financial capacity, working capital, and management resources as demonstrated in the past five years under contract with the County. We will continue to maintain over the balance as required by the Airline Report Corporation (\$10,000 required and we maintain \$20,000 letter of credit).

## 5. CONTRACT PERIOD:

- 5.1-5.3 Agreed as listed.

**6. QUANTITIES:**

**6.1-6.3 Agreed as listed.**

**7. INDEMNITY:**

**7.1-7.2 Agreed as listed.**

**8 SUBMISSION OF PROPOSAL DOCUMENTS:**

**8 1-8.3 Agreed as listed**

**8 4 A The name, titles, addresses, and telephone numbers of person(s) who will be assigned to perform service under the proposal**

Travel Counselors, Inc	Phone	409-765-7759
2508 Ball St		800-764-7759
Galveston, TX 77550	Fax	409-765-8994
<a href="http://www.travel-counselors.com">www.travel-counselors.com</a>		
<a href="mailto:email@travel-counselors.com">email@travel-counselors.com</a>		

All agents listed will participate in performing services under this proposal

Susan Antonelli	Admin /Agent	40 years experience
Denise Smith	Manager	18 years experience
Joyce Buffalo	Lead Agent	17 years experience
Lisa Keeler	Groups/Agent	13 years experience
Ashley Hernandez	Agent	1 year experience

The staff of Travel Counselors, Inc all have the experience to meet or exceed all the travel needs of the County at any given time. It has been our experience that over time each department will develop a relationship with individual agents who handle their needs on a daily basis.

All services may be requested by telephone, sent via fax, or emailed to us at [email@travel-counselors.com](mailto:email@travel-counselors.com)

**8 4 B The proposer shall provide adequate information to describe the scope of the proposer's previous experience in providing governmental and/or commercial volume travel services**

American National Insurance Co	
Attn: Controllers Dept – 8 <sup>th</sup> Floor	
One Moody Plaza	
Galveston, TX 77550	
Jim Collura, VP Chief Life Marketing Officer, MLEA	409-766-6501
Wayne Smith, VP Career, Sales, and Service Division	409-766-6519

University of Texas Medical Branch	
Attention: Office of the President	
301 University Blvd	
Galveston, TX 77555	
David Callender, President	409-772-9867

Kempner Capital Management  
P O Box 119  
Galveston, TX 77553  
Harris Kempner, President 409-765-6671

8 4 C Travel Counselors, Inc delivers to our corporate clients leading technology in the travel industry The Sabre travel information network is the standard by which the travel industry is judged We have been a partner with Sabre for the past 34 years We provide our clients with detailed travel itineraries showing air, hotel, and car information along with any other pertinent information Also through email we can provide interactive itineraries with airport maps, destination guides, and weather forecasts for the traveler's upcoming stay

We provide complete seminar and meeting coordination. We are able to process all State of Texas contract rates to all qualified entities with prior CDA's/BTA's

We provide free delivery of tickets and travel documents to all of our corporate accounts Monday through Friday between 830AM and 500PM

International travel reservations are provided including assistance in obtaining Passports, renewals, visas, and advice and/or documents regarding health requirements

8 4 D Please see 1.A and 1 B under Scope of travel for full details of special services offered to our corporate clients Other enhancements include the availability of Travel Insurance, parking discount coupons, and advisement of airline delays or cancellations

8 4 E Currently Travel Counselors, Inc does not have a shared commission program with any of our accounts. The airlines no longer pay travel agencies a commission However, we are pleased to offer the County the following firm discounts

- 1 Full 100% discount of all domestic express mail/Fed-ex charges incurred by the County in delivery of overnight tickets to witnesses, County field office personnel or persons deemed necessary per the County
- 2 A 2% discount off the normal 10% service fee charged to all other corporate clients of Travel Counselors, Inc We offer the County an 8% service fee We will also "cap" it at a maximum of \$100 00 on any single ticket charge

8 5 Applied

9 0 – 18 0 Agreed as listed

19 1- 19 2 Agreed as specified

19 3 A The office of Travel Counselors, Inc is equipped with all necessary furnishings, office equipment, supplies, tariffs, automated reservation and ticketing equipment, and all necessary items to conduct operations to fulfill this contract's requirements We have Sabre Trams as our direct interface airline and accounting operating system On hand we have 6 sets (or units) of automated access equipment with one backup system We also have 2 laptop

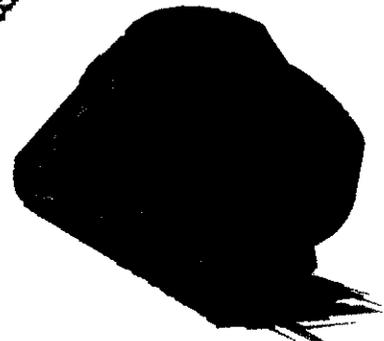
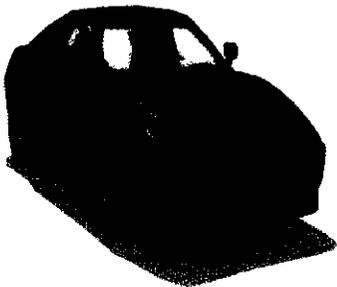
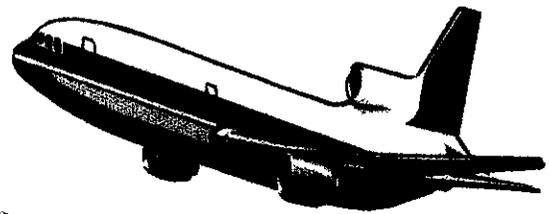
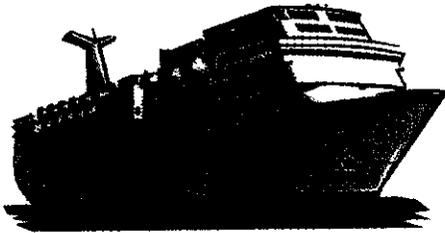
complete systems for mobility in case of any weather evacuation needs. During hurricane Ike we were "down" for approximately 36 hours only and even during that time we were accessible to our clients via telephone, smartphone, and email.

- B Please refer to 8.4 A for a listing of all personnel and the name of our site Manager who has over 18 years of experience. Other key personnel also have over 71 years of experience combined.
- C Actual hours of operation of Travel Counselors, Inc. are 8:30AM – 5:00PM Monday through Friday. Our 800 number is 800-764-7759. Emergency services are available outside working hours.
- D Travel Counselors, Inc. has ARC, IATAN, and AMTRAK approval. Amtrak is part of the Airline Reporting Corporation (ARC) and complies with IATAN. Neither ARC nor Amtrak have a separate "certificate" of accreditation any longer since they comply with IATAN. Please see attached current copy of our IATAN certificate.
- E Our Financial reference is Moody Bank, Contact Vic Pierson, President 409-765-5561.
- F Corporate and Government client references. Please refer to 8.4 – B for 3 client references.
- G Our implementation plan would be to continue seamlessly, with the contract we are under.

- 19.4 A, 1-6 Agreed to as specified
  - B Agreed to as specified
  - C, 1-5 Agreed to as specified
  - D, 1-2 Agreed to as specified
  - E, 1-5 Agreed to as specified
  - F Agreed to as specified
  - G Agreed to as specified
  - H 1-6 Agreed to as specified
  - I Agreed to as specified
  - J, 1-3, a-e Agreed to as specified beginning at the end of the 3<sup>rd</sup> quarter 2012 after the completion of one full quarter under the new agreed upon contract.
- 19.5 Agreed as listed
- 19.6 Agreed as listed

SEAL OF GALVESTON COUNTY TEXAS  
1825

# SUNWARD ADVENTURES



Galveston County

RFP# B122025

# Travel Proposal

COPY

RFP #: B122025  
OPEN:  
2:00 PM

**TRAVEL MANAGEMENT SERVICES  
GALVESTON COUNTY, TEXAS**

**PROPOSAL FORM**

THE FIRM OF: Sunward Adventures

Address: 1051 E Alessandro Blvd., Suite 220, Riverside, CA 92508

FEIN (TAX ID): 33-0478715

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

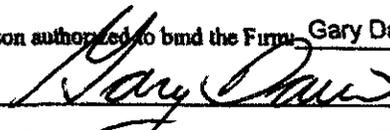
Items:	Confirmed (X):
1. References (if required)	<u>X</u>
2. Addenda, if any.	#1 <u>    </u> #2 <u>    </u> #3 <u>    </u> #4 <u>    </u>
3. One (1) original and two (2) copies of submittal	<u>X</u>
4. Vendor Qualification packet	<u>X</u>
5. Payment Terms:	<u>X</u> net 30 <u>    </u> Other

Person to contact regarding this proposal: Gary Davis

Title: Owner/Partner Phone: 951-697-6895 Fax: 951-697-6898

E-mail address: gary@sunward.com

Name of person authorized to bind the Firm: Gary Davis

Signature:  Date: June 22, 2012

Title: Owner/Partner Phone: 951-697-6895 Fax: 951-697-6898

E-mail address: gary@sunward.com



1051 E. Alessandro Blvd.  
Suite 220  
Riverside, CA 92508

800-786-9273 Toll Free  
951-697-6895 Voice  
951-697-6898 FAX  
[travel@sunward.com](mailto:travel@sunward.com)  
[www.sunward.com](http://www.sunward.com)

CST 2014904-10

June 22, 2012

Galveston County Purchasing Department  
Attn: Rufus Crowder, CPPB  
Purchasing Agent – Galveston County  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, TX 77550

Thank you for permitting us to take a few moments of your time to introduce ourselves, and briefly touching on what we can do for you that you may not be receiving from your current travel provider. We are Sunward Adventures / Travel Leaders

Our 20+ years experience has taught us well. But our satisfied customers have taught us more.

We have always offered customers something different. Something more! Like knowing who should use on-line booking tools and actually reduce costs, and knowing those who should not, preventing additional costs. Like being accessible with "Plan B" when a traveler is stranded en route. Like suggesting hotels that offer shuttles, free parking or complimentary breakfasts to avoid other travel related costs. Like finding a flight, hotel or transportation, when it appears nothing was available. If you or any travelers in your city have experienced any of the aforementioned, then you need to be using us

We have always touted our people, technologies and resources, but it's our level of knowledge, degree of flexibility and global scale that is resulting in more individual's having the best possible travel experience, while companies and public entities maintain productivity and manage travel costs

You need Sunward Adventures/Travel Leaders because ..

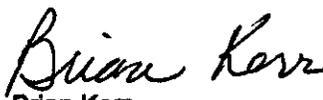
You need a travel provider that understands the travel environment you live. You need a travel provider that has an un-canning ability to change purchasing habits that control spending through good customer service. You want technologies that save time or money, and are supported by people that can manage them. Of our business mix, our local presence and global reach, YOU simply get more options. Options, you may not have been aware of.

We specialize in accounts of your size, because they need and appreciate that someone is watching over them and guiding them on making the best short and long term decisions. In these economic times, you may need us now, more than ever. As 2012 begins with an increase in the price of a ticket by 6%, unbundling resulting in additional charges, hotels estimated to increase 6%, and similar with car rentals, you may appreciate having a company that helps you understand how to save air costs, maximize hotel stays and use car rental alternatives if available

Thank you for considering Sunward Adventures/Travel Leaders, we know you have a choice and we appreciate the opportunity to be of service.

Sincerely,

  
Gary Davis  
Owner

  
Brian Kerr  
Owner

**TRAVEL MANAGEMENT SERVICES  
GALVESTON COUNTY, TEXAS**

**PROPOSAL FORM**

**References:**

Please submit at least three (3) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the food related services provided.

1. Firm Name Los Angeles County  
Contact Connie Chung  
Title Travel Manager E-mail CCHUNG@auditor.lacounty.gov  
Mailing Address 500 W Temple Street, Los Angeles, CA 90012  
Phone 213-974-2709 Fax \_\_\_\_\_  
Description Started out as the smallest of 4 approved agencies and within 2 years was the second largest to American express, and by year 4 was the largest agency by volume for the entire County. Consistently rated very good to excellent in service and staff friendliness and knowledge by the Departments 200 travel planners.
  
2. Firm Name Riverside County  
Contact Walter Mack  
Title Purchasing Manager E-mail WMack@co.riverside.ca.us  
Mailing Address 2980 Washington Blvd., Riverside, CA 92504  
Phone 951-955-9290 Fax \_\_\_\_\_  
Description Airline Reservations, Car Rentals, Hotel Stays. Work with all Departments from flying in witnesses to trial to helping coordinate Deputies escorting prisoners back to Riverside. Book all of the training hotel rooms for Sheriff Department (about 20 a week)
  
3. Firm Name Rowan University  
Contact Christina Haley  
Title Procurement Specialist E-mail Haley@rowan.edu  
Mailing Address 201 Mullica Hill Road, Glassboro, NJ, 08028  
Phone 856-256-4149 Fax \_\_\_\_\_  
Description Airline Car and Hotel Reservations for faculty, staff and students. Coordinate and book student groups and sports teams air transportation and lodging. international travel for faculty staff and professors

## **Executive Summary**

Sunward Adventures, offers Galveston County the newest technology for on-line booking and reservation management systems that are in the industry today. For reservations our agents are using the latest technology with Galileo Desktop by Travelport the largest Travel Technology Company. The accounting and reporting software is from TRAMS, the recognized leader in the travel field. Our phone system is a VOIP (Voice over Internet) system, which allows us to add agents to the Galveston County phone chain or in the case of emergency move the phone links to agents outside of the Southern California area.

The interaction between traveler and Sunward Adventures agent will take place via several channels, one will be via e-mail in which County travelers can contact the Galveston County agent and request a reservation, in which case the agent will respond via e-mail. The second way would be through the On-line booking engine via the Internet, in which case there would be no agent interaction and the reservation would be e-mailed to the traveler. The third way would be via a informational website designed for the County with travel polices and current travel information, a travel request form would be on this page and sent to the County agent and the agent would respond via e-mail. The fourth way would be via phone in which case the traveler and the agent would discuss the transaction in real time. At all times the traveler would receive an e-mail confirming their reservations, so should there be any mistakes they are identified and corrected the same day. All e-mails going and coming to Sunward Adventures are saved and archived for use as backup documentation.

Sunward Adventures will issue each department a report showing, who is traveling, where they are traveling, cost of travel, dates of travel, and any rental car or hotel reservation tied to that traveler. The reports will be customized the first time without charge to the departments needs.

Our profile management technology provides ease of use for our customers, and allows them to complete and update their unique profiles on-line. This technology allows for faster implementation and keeps traveler data current by allowing on-line changes 24 hours a day.

Our seasoned international travel specialist reviews every complex international trip before being released to the client. Passport and visa requirements are included as part of this world-class service. As always, multiple sites are reviewed to insure Galveston travelers receive the lowest fare available.

Our state-of-the-art automated quality control systems check critical reservation requirements and client specific requirements. Our Auto-ticketing function automates ticketing functions for electronic, self-booked, and split tickets. The program automatically confirms seats, waitlists, and upgrades, and searches for low fares based on confirmed itineraries, contracts and Galveston County's policy. The system also reviews traveler information and delivers itineraries, invoices, and e-ticket receipts via e-mail or fax.

The benefits of this technology include

Savings potential—reduces costs and increases value and productivity

Flexibility—offers flexibility and automated solutions based on client's specific needs

Traveler Satisfaction—accurate reservations that are free of defects, resulting in customer satisfaction

Improves reporting and analysis—accurate reservations yield more accurate data, making reporting and analysis more meaningful

Using the Galileo Desktop Software for booking reservations, which has built in quality controls, which will not let a reservation be finished without any identified mistakes being corrected. Online booking engine has quality control built in also and can be modified to meet the County's needs. Back office management software and itinerary review will also bring a higher standard of quality control. Each itinerary is reviewed before details are entered into the accounting system.

Account Reviews will be performed quarterly to ensure that your travel program is being managed to the fullest extent possible, meeting specific objectives and requirements expressed by Galveston County as well as ascertaining whether all enhancements and options relating to the travel program are being utilized advantageously. The structure of Account Reviews will address the program's effectiveness and action steps will be recommended to maximize the benefits and savings opportunities that can be realized through modifications to your travel program. Ultimately, the information obtained as a result of Account Reviews will allow Sunward Adventures and Galveston County to develop an effective travel management program, identifying opportunities for cost savings and improved control measures.

Sunward Adventures has it's own website, as well as private sites for our corporate clients. Galveston County would have it's own website hosted by Sunward Adventures, with the online booking tool, current travel information (such as the latest TSA notices), and any notices or other important information that the travelers would need to know.

Our approach to technology is to acquire the absolute best tools in the industry for our employees and corporate partners. Utilization of advanced technology allows us to perform our jobs accurately and efficiently, thereby exceeding the performance levels of our competitors. This emphasis enables our agents to focus one-on-one in the customer service arena. The result is a satisfied customer as well as an agent who feels confident about the quality and quantity of work they provide.

Sunward Adventures recognizes the need for Galveston County to reduce travel expenses while maintaining spending policies and travel management containment goals. An automated booking tool can be a cost effective answer. Sunward Adventures is proud to offer our clients a choice of 4 state-of-the-art online booking engines. The one online booking tool, which can be offered at no charge, is RESX, which is an online product that offers a high level of customization and control to Galveston County.

RESX's booking engine is a fast, effective online reservation tool. RESX considers Galveston County's travel policy, preferred vendor agreements (where applicable) and personal traveler preferences when travelers request fare and schedule information.

Travelers have 24/7 access to check airline schedules and availability, obtain best-fare quotes for specific flights, and make reservations, book hotel rooms and reserve rental cars. The RESX interactive profile management tool allows traveler's to manage their personal travel preferences such as seating and special meals, while keeping airline and other vendor membership details up to date. All profile information is maintained as confidential and proprietary in the RESX database, providing for customer security and confidence. Profile information is downloaded to Sunward Adventures reservations system for automatic synchronization with County information and traveler profiles maintained by Sunward Adventures. The result is a traveler that has maximum control and flexibility over their information while remaining within a company's established travel policy.

RESX offers 24/7/365 access, backed by our own staff providing reassurance that someone is standing by to help your travelers twenty-four hours a day. The tool can display your preferred vendor agreements, travel policies, personal preferences and allows you to book multiple passengers all for a fee well below traditional on-line booking solutions.

**SPECIAL PROVISIONS  
TRAVEL MANAGEMENT SERVICES  
GALVESTON COUNTY, TEXAS**

**1. The contractor shall provide or arrange for travel services for authorized official travel, including:**

*Transportation reservations, issuance and delivery of tickets including traveler's itineraries, for air, rail, bus, and steamship carriers, and, where possible, advance boarding passes and advance seat assignments,*

Sunward Adventures Agents using the Apollo/Galileo Travelport GDS can and, will do all of the above for County travelers

*Commercial vehicle rental services,*

Sunward Adventures utilizes all of the major rental car companies worldwide, and has the ability to use any contracted rates the County might have, as well as Sunward Adventures Corporate rental rates

*International travel, where applicable, including assistance in obtaining passports, visas, and advice and/or documents regarding health requirements,*

Sunward Adventures has access to the needed information for International Travel as well as the information will be on the Counties Sunward Travel page

*Reservations for hotel/motel accommodations,*

Sunward Adventures can and will make all reservations for travelers either via the GDS or by phone if need be to obtain the lowest price for a room Sunward Adventures has multiple systems to search for the lowest rate

Detailed traveler's itineraries,

Below is a sample of a traveler's itinerary with Air, Car and Hotel

COMMUNITY HEALTH  
ACCOUNTS PAYABLE  
P O BOX 7849 JUN 21 2012 ITIN  
RIVERSIDE CA 92513

MAY/LAURA

\*\*\*\*\*  
THANK YOU FOR USING SUNWARD ADVENTURES  
WE KNOW YOU HAD A CHOICE AND WE APPRECIATE YOUR BUSINESS  
\*\*\*\*\*

18 JUL 12 - WEDNESDAY  
SOUTHWEST 2434 COACH CLASS EQUIP-73G  
LV ONTARIO CA 600A NONSTOP MILES- 389 CONFIRMED  
AR SACRAMENTO 725A ELAPSED TIME- 1 25  
DEPARTURE TERMINAL-4 ARRIVAL TERMINAL-A  
FREQ FLYER WN 89726792

ENTERPRISE I INTERMED 2/4 DR DROP-19JUL CONFIRMED  
PICKUP-SACRAMENTO SACRAMENTO INTL AIRPORT  
RATE- 30 00 DAILY GUARANTEED  
MILEAGE-UNL/FM CODE-Z1XQNC  
PHONE-916-922-1700

CONFIRMATION-244982649COUNT  
HOTEL 01 NT/S - OUT 19JUL CONFIRMED  
STAYBRIDGE STES SAC A ROOM/S  
140 PROMENADE CIRCLE  
SACRAMENTO CA 95834 US PHONE-1 916-575-7907  
CONFIRMATION-63604420  
RATE USD 84 00 PER NIGHT  
HOTEL IS GUARANTEED FOR LATE ARRIVAL TO CREDIT CARD

TO AVOID NO-SHOW CHARGES CANCEL HOTEL 24 HOURS PRIOR TO ARRIVAL  
BOOKED STATE RATE  
RATE \$84 00 PER NIGHT X 1 TOTAL \$84 00  
RATE DOES NOT INCLUDE TAX  
EST TOTAL WITH TAXES \$95 76  
19 JUL 12 - THURSDAY  
SOUTHWEST 212 COACH CLASS EQUIP-BOEING 737 JET  
LV SACRAMENTO 310P NONSTOP MILES- 389 CONFIRMED  
AR ONTARIO CA 425P ELAPSED TIME- 1 15  
DEPARTURE TERMINAL-A ARRIVAL TERMINAL-4  
FREQ FLYER WN 89726792

AGENT BK-P  
THIS IS AN ELECTRONIC TICKET YOUR CONFIRMATION IS 43C6F8  
PLEASE CONFIRM ALL FLIGHTS 48 HOURS IN ADVANCE  
SOUTHWEST AIRLINES 800 435-9792  
THESE TICKETS ARE FULLY REFUNDABLE  
PLEASE CHECK-IN AT LEAST 1 5 HOURS BEFORE DEPARTURE  
THIS IS A TICKETLESS TICKET \* PLEASE HAVE PHOTO ID TO SHOW

AIR TRANSPORTATION	359 06	TAX	48 54	TTL	407 60
		TICKET TRANSACTION CHARGE			15 00
		SUB TOTAL			421 60
		CREDIT CARD PAYMENT			421 60-
		AMOUNT DUE			0 00

*Seminars, meetings, and workshops at locations selected by the County, including conference rooms, lodging, meals, ground transportation, audio-visual equipment, and related services, and*

Sunward Adventures has set up meeting for as small as 5 people to groups of 300, we can do it all or as little as the organizer wants

*Information pamphlets for County official traveler's using the contract services*

Once Sunward Adventures is awarded the bid we shall publish an on-line pamphlet explaining our services

- 2 **Proposer Requirements and Conditions: All proposers shall have, as a minimum, the capabilities listed herein, and the proposal submitted must reflect, in detail, the inclusion of these services as well as the degree of expertise in utilizing the capabilities.**

*The successful proposer shall be equipped with all necessary furnishings, office equipment, supplies, tariffs, automated reservation and ticketing equipment, items necessary to conduct operations to fulfill the contract requirements The successful proposer must have a system of direct interface between the reservation, ticketing and accounting elements so that all passenger reports and summary data may be automatically generated from point-of-sale information Proposers shall include in proposals, the number of units of automated access equipment on hand and operation by location*

Sunward Adventures has it's home office located in Riverside County All of our computer systems are hooked up to the Travelport Apollo/Galileo GDS which is also connected to our accounting system TRAMS, both of these systems are the industry leaders in their field

*At each location the successful proposer shall provide a site manager and other personnel who are experienced in arranging domestic and international transportation via all modes and are familiar with lodging establishments and vehicle rental firms In addition, these personnel must also be experienced in operating the automated reservation and ticketing equipment to be used in performance of the contract The site manager should have at least five (5) years experience, and other key personnel (including reservation agents) should have three (3) full year's experience in the delivery of travel services*

Our office is staffed by highly skilled and industry tenured personnel Here are some averages of our proposed service team

Domestic Travel Counselors – Average 15 years of industry experience in a TMC environment  
International Travel Counselors – Average 12 years of industry experience in a TMC environment  
Account Management Team – Average 22 years of related industry experience in both a TMC environment and non-TMC environment

## ***Primary Contact***

### **Gary Davis**

Owner/Partner  
Sunward Adventures  
1051 E Alessandro Blvd  
Suite 220  
Riverside, CA 92508  
800-786-9273 x105  
909-215-6021 Cell  
[gary@sunward.com](mailto:gary@sunward.com)  
Travel Experience  
Started in 1989  
22 years with Sunward Adventures (CO-Owner)  
Clients that have worked with currently or in the past (partial list)  
Los Angeles County  
Riverside County  
Rowan University  
State of California  
Center Cal Properties  
Etc

**Has extensive experience with business travel and business travelers.**

## ***Key Individuals***

### **Brian Kerr**

Education – BA US Military History – University of Hawaii  
Travel Experience  
Started in 1989  
22 years with Sunward Adventures (CO-Owner)  
Clients that have worked with currently or in the past (partial list)  
Los Angeles County  
Riverside County  
University of California – Riverside  
California State University – San Marcos  
Riverside City College  
State of California  
IBM  
Corona Clipper  
Center Cal Properties  
Etc

**Has extensive experience with business travel and business travelers.**

### **Shari Quinton**

Education – AA Travel Agent Certificate – Mt San Antonio College  
Travel Experience.  
Started in 1983  
Glendora Travel  
Bullocks Department Store  
Uniglobe Torrence Travel  
Uniglobe Rancho Cucamonga Travel  
Surely You Travel – Manager  
Sunward Adventures – Clients  
Los Angeles County

Riverside County

**Has extensive experience with business travel and business travelers.**

## **Alisen Heinen**

Education – AA Travel Agent Certificate – Mission Viejo

Travel Experience

Started in 1991

Sunset Travel

Silverstate Travel - Manager

Cruisescape Travel - Manager

Sunward Adventures – Clients

Los Angeles County

Riverside County

Riverside Community College

University of California - Riverside

**Has extensive experience with business travel and business travelers.**

## **Carina Gonzales**

Travel Experience

Started in 1995

Sunward Adventures – Clients

Los Angeles County

Riverside County

Riverside Community College

**Has extensive experience with business travel and business travelers.**

*The proposer shall provide eight (8) hours of service compatible with the County's working hours, 8 00 A M to 5 00 P M , Monday through Friday Actual hours, if different, shall be specified in the proposal submitted in response to this proposal Emergency services outside working hours shall be provided by the proposer through traveler access to a 24-hour number*

Sunward Adventures will have an agent(s) answering the phone during the normal work hours of the County

*Each proposer must have Airline Reporting Corporation (ARC), International Air Travel Agent Network (IATAN), and AMTRAK approval, and should furnish proof of accreditation and good standing with their proposal Proposers shall also indicate their authorization to act as an agent for other rail and ship carriers and list membership in professional travel organizations Proof of such authorizations and professional memberships should accompany proposal*

Please see in the back of the proposal a copy of Sunward Adventures' IATAN and ARC appointments AMTRAK is included under the ARC appointment

*Each proposer must furnish corporate and/or government client references*

**Firm #1 - Name of Firm Los Angeles County**

**Address of Firm 500 W Temple Street, Los Angeles, CA 90012**

**Contact Person Connie Chung – Office of Auditor / Controller**

**Phone No (213) 974-2709**

**Date of Benefit From 2001 To 2011**

**Brief Description of Benefit**

**Started out as the smallest of 4 approved agencies and within 2 years was the second largest to American Express, and by year 4 was the largest agency by volume for the entire county Consistently rated very good to excellent in service and staff friendliness and knowledge by the Departments 200 travel planners**

**Firm #2** - Name of Firm Riverside Community College  
Address of Firm 4800 Magnolia Ave , Riverside, CA 92506  
Contact Person Doretta Sowell – Purchasing Manager Phone No. (951) 222-8042  
Date of Benefit From 2001 To Present  
Brief Description of Benefit  
Individual travel as well as group travel for students and faculty Reserve Air, Car, Hotel, and Buses for groups

**Firm #3** - Name of Firm University of California - Riverside  
Address of Firm 900 University Ave , Riverside, CA 92521  
Contact Person Vicki Smola – Department Assistant Phone No (951) 827-2902  
Date of Benefit From 2005 To Present  
Brief Description of Benefit  
Coordinate and reserve flights for visiting professors, visiting grad students to check out campus International  
Flights for grant work with professors (China, Japan, Brazil, etc )

**Firm #4** - Name of Firm National Latino Research Center at CSU – San Marcos  
Address of Firm 333 S Twin Oaks Valley Road, San Marcos, CA 92096  
Contact Person Gloria Santos – Travel Coordinator  
Phone No (760) 750-3500  
Date of Benefit From 2006 To Present  
Brief Description of Benefit  
Air Reservations for meetings, seminars and speaking engagements

**Firm #5** - Name of Firm Riverside County  
Address of Firm 2980 Washington Blvd , Riverside, CA 92504  
Contact Person Walter Mack – Purchasing Manager Phone No (951) 955-9290  
Date of Benefit From 2009 To Present  
Brief Description of Benefit  
Airline Reservations, Car Rentals, Hotel Stays Work with all the departments from flying in witnesses for trial to  
helping coordinate  
Deputies escorting prisoners back to Riverside Book all of the training hotel rooms for Sheriff department (about 20  
a week)

**Firm #6** - Name of Firm Rowan University  
Address of Firm 201 Mullica Hill Road, Glassboro, NJ 08028  
Contact Person Christina Haley – Procurement Specialist Phone No (856) 256-4149  
Date of Benefit From 2012 To Present  
Brief Description of Benefit  
Airline, Car and Hotel reservations for faculty, staff and students Coordinate and book student groups and sports  
teams' air transportation and lodging International travel for faculty, staff and professors

*The successful proposer shall be responsible for implementing the travel program and shall provide full service (as detailed in its proposal) to County agencies at the beginning of the contract period Proposers are to include in proposals their implementation plan for establishing County travel services*

Sunward Adventures has implemented two other County contracts and has experience in getting started with a new account Once awarded the contract Sunward Adventures will implement a plan to contact all the County travelers to let them know who we are, and to inform them of the new website for travel information Should it be needed Sunward Adventures will hold seminars showing how to utilize the on-line booking engine as well as any other programs that are started

There will be webinars, videos, and if needed live seminars to get the information out to all the County travelers

#### **Services To Be Provided by Contractor:**

##### *Transportation*

*The Contractor shall make reservations, issue and deliver tickets for all commercial modes of transportation, i e , air, rail, bus, and steamship Air passenger tickets must be issued only from approved Air Traffic Conference of American (ATC) or Airline Reporting Company (ARC) ticket stock. The County's travel regulations prohibit the use of first class accommodations*

Sunward Adventures shall issue tickets only on ARC ticket stock, and follow all Galveston County's travel policies

*Upon award, the contractor will document procedures established by the County for verifying official travel*

- a. Full coach fares may be used only if no other reduced fares are available. The contractor should check for the best prices on all the major airlines in the Houston Metroplex area, i.e. Southwest, Delta, Continental, United, American, American West, Northwest Airlines, TWA, etc. Internet pricing from vendors such as Expedia, Travelocity, Cheap Tickets, etc., are permissible if travel is safe and otherwise covered under the provisions of these specifications. Any exceptions to these conditions should be noted on your submitted proposal.*
- b. Off-peak, excursion, promotional, and other types of discount fares must be used when at all possible. If lower in cost, such promotional fares should be used as the first choice of travel.*
- c. The contractor shall pay the County the difference in cost if they have failed to book the lowest available fare (within the constraints of the above stipulations).*
- d. The contractor shall supply the County with reports specifying airlines credits not used.*
- e. The contractor shall notify the County of personnel not making advanced notice in an effort to take advantage of discount fares and advanced purchases, i.e., 14 day advance, etc.*

*Sunward Adventures agrees to all of the above statements and will help the County write or modify a travel policy if needed.*

*The contractor shall make adjustments for any change(s) in flight, train, bus, or steamship schedules. Tickets and billings shall be modified or reissued to reflect these changes.*

*Yes, and once they are done the traveler will receive an email showing those changes.*

*The contractor shall make a timely effort to notify travelers of airport closings, closings, canceled or delayed flights, trains, buses, or voyages.*

*Sunward Adventures will notify all travelers as soon as they are notified of any delays, or closings and will email or text the traveler.*

*Optional Requirement, Depending Upon The Agency Needs. The contractor shall provide, to the County, the reservation and ticketing services normally accorded corporate travelers.*

*Yes*

*The contractor shall provide the County with advance seat assignment, an advance boarding pass, and last seat availability on all airlines for which the contractor can offer these services.*

*Yes*

*Rental Vehicles. The use of rental vehicles is governed by the County's Travel Policy. No reservation for a rental vehicle is to be made by the contractor unless prior approval is obtained from the County's authorized representative. The contractor shall arrange for commercial rental vehicles for County travelers at the lowest rate possible, confirm the rate at which the reservation is made, and include such information on the traveler's itinerary. When it is necessary to use a credit card in order to rent a car, the Galveston County employee shall use their own personal credit card or a County issued Procurement Card (P-Card) issued in the name of the requestor.*

*Sunward Adventures will use either the County's discount contract or its own Corporate contract to assure the lowest possible rate for the County. Should the County not have a contract Sunward Adventures will obtain one for County use.*

**International Travel:**

- 1 *The contractor shall arrange for international travel, including reservations and ticket delivery for air, rail, bus, or steamship transportation and reservations for hotel/motel accommodations and for car rental services*
- 2 *The contractor shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel*
- 3 *The contractor must provide information and advice on conditions at the various foreign destinations, including climatic conditions, types of clothing which are appropriate or essential, national and religious holidays, location of American embassies and consulates, possible hostilities, etc*
- 4 *The contractor shall provide technical advice on such matters as foreign currency exchange rates and transactions, securing auto insurance in conjunction with foreign car rentals, excess baggage requirements and fees*
- 5 *The contractor shall assist travelers in obtaining passports and visas for foreign travel*

Sunward Adventures will provide all of the above services either through our agents or the County website

**Lodging:**

- 1 *The contractor shall provide lodging reservations, this service shall include initiating and confirming reservations and confirming the rate at which the reservation is made. When it is necessary to use a credit card in order to reserve a room, the Galveston County employee shall use their own personal credit card or Galveston County, State of Texas issued Procurement Card in the name of the requestor*
- 2 *Where there are agreements for discounted government rates below the rates available to the contractor, the contractor shall endeavor to obtain such rates for County travelers (Frequently these rates are capacity controlled.) The contractor shall also make available, to the County, any guaranteed corporate or other discount rates they have negotiated at these or other hotels. Final selection of accommodations, within County Requirements, rests with the traveler*

Sunward Adventures agrees to the above statements and will conform to the Counties Travel Policy in all matters

**Sequestered Juror's Lodging**

- 1 *The Circuit Court requires lodging accommodations to house sequestered jurors in Galveston County on an as needed basis. All aspects of the arrangement must remain confidential for the protection of the potential jurors*
- 2 *The successful contractor shall provide the County with information on potential motels/ hotels that meet the following minimum criteria*
  - a *Located in Galveston County and not more than 45 minutes driving time from the Galveston County Justice Center, 600 59<sup>th</sup> Street, Galveston, Texas, 77550,*
  - b *Capable of providing seven (7) to nine (9) double occupancy rooms for jurors and County Security staff on short notice (usually 30 to 60 minutes),*
  - c *Ability to interrupt telephone service to each juror's room,*
  - d *Capable of providing food service or has a cooperative relationship to an adjacent restaurant,*
  - e *Ability to provide confidential service,*

- f Must have competitive rates with other comparable facilities in the region, and*
- g Must possess and secure adequate facilities and services as determined by the Circuit Court*

*3 The County desires to have a minimum of two (2) motels/hotels to choose from*

*4 The County reserves the right to evaluate all qualified facilities in person and decline for reasons of security, convenience of location, cost, confidentiality, availability of rooms, and quality of accommodations*

*6 The County will notify the contractor of the hotel/motel that best meets the County's needs*

Sunward Adventures will provide a list for the Counties approval for all such hotels, assuming the County does not already have an approved list

*Seminars and Meetings The contractor shall make all arrangements necessary for the presentation of seminars and meetings for County personnel Arrangements shall include, but are not limited to, the reservation of meeting or classroom space, attendee lodging, meals, transportation to the seminars or meeting site, clerical support, audiovisual equipment, and all other related functions The contractor shall document that such services are competitively obtained from the lowest cost vendor which complies with the requesting agency's quality standards*

Sunward Adventures will set up and coordinate all Seminars and Group Meetings as needed

*Information Pamphlets The contractor shall deliver to the County, pamphlets giving procedures for using the travel service These should be pocket or letter size, and should provide contractors telephone numbers and other relevant information Pamphlet content will be approved by the Galveston County Purchasing Agent*

Sunward Adventures will provide a pamphlet for the County use

*Traveler's Itineraries The contractor shall provide, to each traveler, a complete written trip itinerary including, but not limited to, the following*

- 1 Carrier(s),*
- 2 Flight, train, bus, or voyage number(s) (and exception code for non-use of contract air fares, if such contracts are in effect),*
- 3 Departure and arrival time(s) for each segment of the trip,*
- 4 Ground transportation facilities (e g , taxi or shuttle bus) at destination(s),*
- 5 Name, telephone number, and location of hotels/motels and room rates booked by the contractor at each destination, and*
- 6 Name, number, and location of rental cars and rates booked by the contractor at each destination*

Sample Below

COMMUNITY HEALTH  
 ACCOUNTS PAYABLE  
 P O BOX 7849 JUN 21 2012 ITIN  
 RIVERSIDE CA 92513

MAY/LAURA

\*\*\*\*\*  
 THANK YOU FOR USING SUNWARD ADVENTURES  
 WE KNOW YOU HAD A CHOICE AND WE APPRECIATE YOUR BUSINESS  
 \*\*\*\*\*

LV ONTARIO CA 600A NONSTOP MILES- 389 CONFIRMED  
AR SACRAMENTO 725A ELAPSED TIME- 1 25  
DEPARTURE TERMINAL-4 ARRIVAL TERMINAL-A  
FREQ FLYER WN 89726792

ENTERPRISE 1 INTERMED 2/4 DR DROP-19JUL CONFIRMED  
PICKUP-SACRAMENTO SACRAMENTO INTL AIRPORT  
RATE- 30 00 DAILY GUARANTEED  
MILEAGE-UNL/FM CODE-Z1XQNC  
PHONE-916-922-1700

CONFIRMATION-244982649COUNT  
HOTEL 01 NT/S - OUT 19JUL CONFIRMED  
STAYBRIDGE STES SAC A ROOM/S  
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SACRAMENTO CA 95834 US PHONE-1 916-575-7907  
CONFIRMATION-63604420

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TO AVOID NO-SHOW CHARGES CANCEL HOTEL 24 HOURS PRIOR TO ARRIVAL  
BOOKED STATE RATE  
RATE \$84 00 PER NIGHT X 1 TOTAL \$84 00  
RATE DOES NOT INCLUDE TAX  
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19 JUL 12 - THURSDAY  
SOUTHWEST 212 COACH CLASS EQUIP-BOEING 737 JET  
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AGENT BK-P  
THIS IS AN ELECTRONIC TICKET YOUR CONFIRMATION IS 43C6F8  
PLEASE CONFIRM ALL FLIGHTS 48 HOURS IN ADVANCE  
SOUTHWEST AIRLINES 800 435-9792  
THESE TICKETS ARE FULLY REFUNDABLE  
PLEASE CHECK-IN AT LEAST 1 5 HOURS BEFORE DEPARTURE  
THIS IS A TICKETLESS TICKET \* PLEASE HAVE PHOTO ID TO SHOW

AIR TRANSPORTATION	359 06	TAX	48 54	TTL	407 60
		TICKET TRANSACTION CHARGE			15 00
		SUB TOTAL			421 60
		CREDIT CARD PAYMENT			421 60
		AMOUNT DUE			0 00

*Ticket Delivery The contractor shall provide delivery of tickets, itineraries, and boarding passes (if applicable) as determined necessary by the County Tickets shall routinely be provided two (2) days in advance of travel unless the agency requests otherwise The contractor shall deliver tickets only to County employees designated by the agency The contractor shall be able to provide emergency ticket delivery or arrange for emergency prepaid tickets at an appropriate airport within 2 hours notice by the agency The contractor shall provide prepaid tickets to employees at outlying County field offices by mail or express service, as required, to deliver tickets in advance of travel*

Almost all tickets are electronic tickets, but should a paper ticket be needed Sunward will be able to provide either a paper ticket or a prepaid ticket at the airport for the traveler

*Management Reports The contractor shall provide management information reports to the County Purchasing Agent As a minimum, the contractor shall develop and submit the following reports*

- 1 A concise quarterly narrative (approximately 1 page) of the County's activities shall be submitted to the Purchasing Agent with an assessment of the overall operation of the program Suggestions to enhance services should be included Narrative shall be submitted within fifteen (15) days of the end of each quarter*
- 2 A quarterly summary of sales activity data which shall be submitted to the County Purchasing Agent within fifteen (15) days of the end of each quarter*
- 3 A quarterly itemized passenger listing report to the County Purchasing Agent These reports will identify the agency by name and, at a minimum, will include an itemized listing of*

- a *The billing period of trip,*
- b *The full name of each traveler, carrier, fare, and origin and destination points,*
- c *The agency, ticket number, and trip dates,*
- d *Transportation charges by mode of travel for each trip, and exception codes for use, the full coach fare for the trip (standard cost), the actual transportation charge, and the difference between them (also, identified as savings or cost avoidance) Note This is defined as the "Y" (coach) fare This is defined as the lowest available unrestricted "Y" fare for the particular routine, for the carriers serving the exact routing and within the traveler's required time frame, and*
- e *Total transportation charges for the County for the billing period*

Account Reviews will be performed quarterly to ensure that your travel program is being managed to the fullest extent possible, meeting specific objectives and requirements expressed by the County of Galveston as well as ascertaining whether all enhancements and options relating to the travel program are being utilized advantageously. The structure of Account Reviews will address the program's effectiveness and action steps will be recommended to maximize the benefits and savings opportunities that can be realized through modifications to your travel program. Ultimately, the information obtained as a result of Account Reviews will allow Sunward Adventures and the County of Galveston to develop an effective travel management program, identifying opportunities for cost savings and improved control measures.

Please see sample reports for the reports that can be generated for the County. Should a customized report be needed Sunward Adventures will provide those reports requested and discussed at the beginning of the contract.

**Rates:**

*A Compensation*

- 1 Reimbursement by the County to the Contractor for transportation services under their contract will be limited to actual carrier rates and/or fares effective for air, rail, bus, and steamship tickets issued to government travelers for official travel. The contractor shall comply with Travel Authorization (TA) requirements established by the County in order to verify that transportation billed is for official travel. Compensation will be limited to the value of issued tickets authorized under the procedures established by the Commissioner's Court. The contractor shall ensure that the County is billed for a prepaid ticket charge only when required by airline tariff for government travel.*
- 2 Other compensation for services provided under this contract may be in the form of commissions received by the contractor from carriers and suppliers of rental vehicles, lodging, and other related travel services. The County accepts no responsibility or liability for payment of such commissions.*
- 3 Where advance deposits or fees are required by hotels, conference centers or similar facilities for the arrangement of seminars or conferences, the County shall pay the contractor for such fees if the contractor is making such arrangements directly on behalf of the County.*

Sunward Adventures will share 50% of the commission with Galveston County that is received from any airline, car or hotel reservations, which are for official County business.

Pricing-Detailed pricing structure with all fees included. Sunward Adventures will honor listed prices for initial contract and for an additional 3 years for a renewal contract.

**Services**

**Charges**

Airline ticket (Domestic)

5% of base fare (Min \$15.00 per ticket  
Max \$30.00 per ticket)

Airline ticket (International)	5% of base fare (Min \$20 00 per ticket Max \$45 00 per ticket)
Hotel (commissionable)	No Charge
Car (commissionable)	No Charge
Hotel – Net Rate (Conference Rate, Government, etc)	\$15 00
Car – Net Rate (Conference Rate, Government, etc)	\$15 00
Void of airline ticket the same day of issue (24 hours)	No Charge
Refund airline ticket (if refundable)	No Charge
Cancellation (hold of credit for future use)	No Charge
Exchange of ticket w/re-issue fee from airlines	\$25 00
Exchange of ticket w/o re-issue fee from airlines	\$15 00
Emergency Services (outside of business hours) Physical Ticket Delivery	No Charge-Local Office By Mail – No charge, by other means - cost of delivery
Emergency Ticket Delivery	Cost of delivery
Quarterly Management Reports	No Charge
Ad-Hoc (special) Reports	Negotiated by report

*Unofficial Travel The contractor shall not be precluded from providing travel services to County employees for personal needs*

*A Galveston County employees must personally handle all unofficial travel with the contractor*

*B Galveston County employees must make all payment arrangements with the contractor*

*Galveston County Government is not liable for any circumstances which may arise from employee usage of this service for unofficial travel*

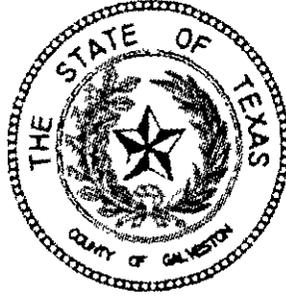
Sunward Adventures will set up a page for County employees to take advantage of travel specials for personal and family use This page will have nothing to do with Galveston County, but will be a benefit to their employees and their families

AGENDA

ITEM

#25a3





The County of Galveston  
ROAD & BRIDGE DEPARTMENT  
5115 Highway 3  
Dickinson, Texas 77539

Layne Harding  
Road Administrator

Office 281/534-4152  
Facsimile 281/614-5073

---

Date: July 13, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

A handwritten signature in black ink, appearing to read "L.H.", positioned to the right of the "From:" line.

Re: **Bid# B122026 – Asphalt Oils & Emulsions**

I recommend awarding this bid to the low bidder, Cleveland Asphalt Products, Inc.

Thank you for your assistance in obtaining this bid.

LH/djs

**BID RESPONSE TABULATION  
ASPHALT OILS AND EMULSIONS  
GALVESTON COUNTY, TEXAS**

BID #. B122026  
OPEN: 07/10/2012  
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 707569 DU BOSE INTERESTS LLC		Vendor 710180 CLEVELAND ASPHALT PRODUCT		Vendor 710378 MARTIN RESOURCE MANAGEN	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	74508	SS-1 F O B SANTA FE	5,000	GL	2 35	11,750 00	2 11	10,599 00	2 52	12,600 00
0002	74508	DROP TANKER FEE-SANTA FE	1	EA	150 00	150 00	750 00	750 00	0 00	0 00
0003	74508	SS-1 F O B DICKINSON	5,000	GL	2 35	11,750 00	2 11	10,599 00	2 52	12,600 00
0004	74508	DROP TANKER FEE-DICKINSON	1	EA	150 00	150 00	750 00	750 00	0 00	0 00
0005	74508	SS-1 F O B BOLIVAR	5,000	GL	2 35	11,750 00	2 11	10,599 00	2 62	13,100 00
0006	74508	DROP TANKER FEE-BOLIVAR	1	EA	150 00	150 00	750 00	750 00	0 00	0 00
0007	74508	SS-1 F O B PLANT SITE	1,500	EA	2 30	3,450 00	2 10	3,150 00	2 35	3,525 00
0008	74508	CRS-2 EMULSION F O B SANTA FE	5,000	GL	2 35	11,750 00	2 14	10,749 00	2 52	12,600 00
0009	74508	DROP TANKER-SANTA FE	1	EA	150 00	150 00	750 00	750 00	0 00	0 00
0010	74508	CRS-EMULSIONS F O B DICKINSON	5,000	GL	2 35	11,750 00	2 14	10,749 00	2 52	12,600 00
0011	74508	DROP TANKER FEE-DICKINSON	1	EA	150 00	150 00	750 00	750 00	0 00	0 00
0012	74508	CRS-EMULSION F O B BOLIVAR	5,000	GL	2 35	11,750 00	2 14	10,749 00	2 62	13,100 00
0013	74508	DROP TANKER FEE-BOLIVAR	1	EA	2 30	2 30	750 00	750 00	0 00	0 00
0014	74508	CRS-2 EMULSIONS F O B PLANT SITE	1,500	GL	2 30	3,450 00	2 15	3,225 00	2 35	3,525 00
<b>Total of all Items</b>						<b>78,152.30</b>		<b>74,919.00</b>		<b>83,650.00</b>

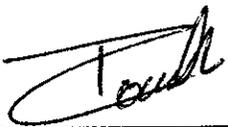
BID # B122026  
OPEN. 07/10/2012  
2 00 PM

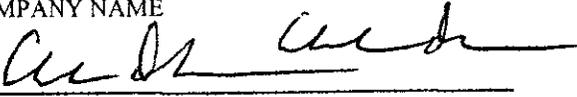
**BID SHEET**  
**ASPHALT OILS AND EMULSIONS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and to bid we submit the following

LINE ITEM \$ 78,152.30

OPTION TO RENEW. 2 Extensions/1 Year Options

  
WITNESS  
7/2/2012  
DATE

Performance Grade Asphalt, L.L.C  
COMPANY NAME  
  
AUTHORIZED REPRESENTATIVE'S SIGNATURE  
Clarke DuBose  
PRINTED NAME  
President  
TITLE

P.O. Box 6  
CORRESPONDENCE ADDRESS  
Hitchcock, TX 77563  
CITY, STATE ZIP CODE

P.O. Box 19589  
REMIT ADDRESS  
Houston, TX 77224-9589  
CITY, STATE ZIP CODE

20-2929361  
TAX IDENTIFICATION NUMBER (TIN/FIN/SSN)

409-986-7740  
TELEPHONE NUMBER

409-986-7950  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

LINE ITEM DETAIL

BID # B122026  
 OPEN 07/10/2012  
 2:00 PM

ASPHALT OILS AND EMULSIONS  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	74508	SS-1 F O B SANTA FE	5000	GL	SS-1	\$ 2.35	\$ 11,750.00
0002	74508	DROP TANKER FEE-SANTA FE	1	EA	drop trailer	\$ 150.00	\$ 150.00
0003	74508	SS-1 F O B DICKINSON	5000	GL	SS-1	\$ 2.35	\$ 11,750.00
0004	74508	DROP TANKER FEE-DICKINSON	1	EA	drop trailer	\$ 150.00	\$ 150.00
0005	74508	SS-1 F O B BOLIVAR	5000	GL	SS-1	\$ 2.35	\$ 11,750.00
0006	74508	DROP TANKER FEE-BOLIVAR	1	EA	drop trailer	\$ 150.00	\$ 150.00
0007	74508	SS-1 F O B PLANT SITE	1500	EA	SS-1	\$ 2.30	\$ 3,450.00
0008	74508	CRS-2 EMULSION F O B SANTA FE	5000	GL	CRS-2	\$ 2.35	\$ 11,750.00
0009	74508	DROP TANKER-SANTA FE	1	EA	drop trailer	\$ 150.00	\$ 150.00
0010	74508	CRS-EMULSIONS F O B DICKINSON	5000	GL	CRS-2	\$ 2.35	\$ 11,750.00

LINE ITEM DETAIL

BID # B122026  
 OPEN, 07/10/2012  
 2.00 PM

ASPHALT OILS AND EMULSIONS

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0011	74508	DROP TANKER FEE-DICKINSON	1	EA	<i>drop tanker</i>	\$ 150.00	\$ 150.00
0012	74508	CRS-EMULSION F O B BOLIVAR	5000	GL	<i>CRS-2</i>	\$ 2.35	\$ 11,750.00
0013	74508	CRS-2 EMULSIONS	1	EA	<i>CRS-2</i>	\$ 2.30	\$ 2.30
0014	74508	CRS-2 EMULSIONS	1500	GL	<i>CRS-2</i>	\$ 2.30	\$ 3,450.00
Extended Price Total of all Item						\$	70,152.30

BID # B122026  
OPEN 07/10/2012  
2 00 PM

**BID SHEET**  
**ASPHALT OILS AND EMULSIONS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications and to bid we submit the following

LINE ITEM \$ 74919.00

OPTIONS TO RENEW 2 Extensions 1 Year Options

Sheila J. Varty  
WITNESS

7 09 12  
DATE

Cleveland Asphalt Products, Inc  
COMPANY NAME

Clayton Moore  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Clayton Moore  
PRINTED NAME

Sales Representative  
TITLE

Cleveland Asphalt Products, Inc  
CORRESPONDENCE ADDRESS  
P.O. Box 1449  
Shepherd, Texas  
CITY STATE ZIP CODE

76-02444-02  
FAX IDENTIFICATION NUMBER (UNIT/ITEM/SSN)

ADDENDUMS RECEIVED 1 2 3

P.O. Box 1449  
RFMIT ADDRESS  
Shepherd, Texas 77371  
CITY, STATE ZIP CODE

800-334-0177  
TELEPHONE NUMBER

936-628-6602  
FAX NUMBER  
Email: ccmcapco@msn.com

LINE ITEM DETAIL

BID # B122026  
 OPEN 07/10/2012  
 2 00 PM

ASPHALT OILS AND EMULSIONS  
 GALVESTON COUNTY, TEXAS

VENDOR IE 710180 CLEVELAND ASPHALT PRODUCTS INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	74508	SS-1 FOB SANTA FE	5000	GL		\$ 2.1198**	\$ 10599.00
0002	74508	DROP TANKER FEE-SANTA FE	1	EA		\$ 750.00	\$ 750.00
0003	74508	SS-1 FOB DICKINSON	5000	GL		\$ 2.1198***	\$ 10599.00
0004	74508	DROP TANKER FEE-DICKINSON	1	EA		\$ 750.00	\$ 750.00
0005	74508	SS-1 FOB BOLIVAR	5000	GL		\$ 2.1198***	\$ 10599.00
0006	74508	DROP TANKER FEE-BOLIVAR	1	EA		\$ 750.00	\$ 750.00
0007	74508	SS-1 FOB PLANT SITE	1500	EA		\$ 2.10	\$ 3150.00
0008	74508	CRS-2 EMULSION FOB SANTA FE	5000	GL		\$ 2.1498***	\$ 10749.00
0009	74508	DROP TANKER-SANTA FE	1	EA		\$ 750.00	\$ 750.00

\* All prices are quoted on 5000 gallons minimum delivery Please call for smaller quantity prices.  
 DEMURRAGE CHARGE \$80 00 per hr after 2 free hrs.

LINE ITEM DETAIL

BID # B122026  
 OPEN. 07/10/2012  
 2.00 PM

ASPHALT OILS AND EMULSIONS  
 GALVESTON COUNTY, TEXAS

VENDOR ID 710180 CLEVELAND ASPHALT PRODUCTS INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	74508	CRS-EMULSIONS F O B DICKINSON	5000	GL		\$ 2.1498 ***	\$ 10749.00
0011	74508	DROP TANKER FEE-DICKINSON	1	EA		\$ 750.00	\$ 750.00
0012	74508	CRS-EMULSION F O B BOLIVAR	5000	GL		\$ 2.1498 ***	\$ 10749.00
0013	74508	DROP TANKER FEE-BOLIVAR	1	EA		\$ 750.00	\$ 750.00
0014	74508	CRS-2 EMULSIONS F O B PLANT SITE	1500	GL		\$ 2.15	\$ 3225.00
<p>Extended Price Total of all Item \$ 74919.00                  Plus Demurrage charges listed below</p>							

\*\*\* All prices are based on 5000 gallons minimum delivery. Please call for smaller quantity prices for delivery. DEMURRAGE CHARGE \$80.00 per hr after 2 free hrs.

BID #: B122026  
OPEN: 07/10/2012  
2:00 PM

**BID SHEET**  
**ASPHALT OILS AND EMULSIONS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and to bid we submit the following

LINE ITEM \$ 70,450.00

OPTIONS TO RENEW: 2 Extensions/1 Year Options

Katherine Treag  
WITNESS

6/29/2012  
DATE

MARTIN ASPHALT COMPANY  
COMPANY NAME

J. N. [Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

JACK NIMMO  
PRINTED NAME

ASPHALT SALES  
TITLE

THREE RIVERWAY, SUITE 400  
CORRESPONDENCE ADDRESS

HOUSTON, TX 77056  
CITY, STATE ZIP CODE

75-2879062  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

THREE RIVERWAY, SUITE 400  
REMIT ADDRESS

HOUSTON, TX 77056  
CITY, STATE ZIP CODE

713-350-6847  
TELEPHONE NUMBER

713-350-2849  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**LINE ITEM DETAIL**  
**ASPHALT OILS AND EMULSIONS**  
**GALVESTON COUNTY, TEXAS**

BID #: B122026  
 OPEN: 07/10/2012  
 2:00 PM

VENDOR ID 710378 MARTIN RESOURCE MANAGEMENT CORPORATION

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	74508	SS-1 F O B SANTA FE	5000	GL		\$ 2.52	\$ 12,600.00
0002	74508	DROP TANKER FEE-SANTA FE	1	EA		\$	\$
0003	74508	SS-1 F O B DICKINSON	5000	GL		\$ 2.52	\$ 12,600.00
0004	74508	DROP TANKER FEE-DICKINSON	1	EA		\$	\$
0005	74508	SS-1 F O B BOLIVAR	5000	GL		\$ 2.62	\$ 13,100.00
0006	74508	DROP TANKER FEE-BOLIVAR	1	EA		\$	\$
0007	74508	SS-1 F O B PLANT SITE	1500	EA		\$ 2.35	\$ 3,525.00
0008	74508	CRS-2 EMULSION F O B SANTA FE	5000	GL		\$ 2.52	\$ 12,600.00
0009	74508	DROP TANKER-SANTA FE	1	EA		\$	\$

LINE ITEM DETAIL

BID #: B122026  
 OPEN: 07/10/2012  
 2:00 PM

ASPHALT OILS AND EMULSIONS  
 GALVESTON COUNTY, TEXAS

VENDOR ID 710378 MARTIN RESOURCE MANAGEMENT CORPORATION

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	74508	CRS-EMULSIONS F O B DICKINSON	5000	GL		\$ 2.52	\$ 12,600.00
0011	74508	DROP TANKER FEE-DICKINSON	1	EA		\$	\$
0012	74508	CRS-EMULSION F O B BOLIVAR	5000	GL		\$ 2.62	\$ 13,100.00
0013	74508	DROP TANKER FEE-BOLIVAR	1	EA		\$	\$
0014	74508	CRS-2 EMULSIONS F O B PLANT SITE	1500	GL		\$ 2.35	\$ 3,525.00
Extended Price Total of all Item							\$ 70,450.00



**BID#: B122026**  
**OPEN: 7/10/2012**  
**TIME: 2:00 PM**

**INVITATION TO BID**  
**ASPHALT OILS & EMULSIONS**  
**GALVESTON COUNTY, TEXAS**

Sealed bids in triplicate one (1) original and two (2) copies, will be received in the office of the County Purchasing Agent until **2:00 PM** on **07/10/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. 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#: B122026 ASPHALT OILS & EMULSIONS**

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 bid 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.

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.

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.

Rutus G. Crowder, CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS  
ASPHALT OILS & EMULSIONS  
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 triplicate on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract. The successful bidder will execute with the County.*

**2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

**3. TIME FOR RECEIVING BIDS**

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

**4. BID OPENING**

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS  
ASPHALT OILS & EMULSIONS  
GALVESTON COUNTY, TEXAS**

**5. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

**6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

**7. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

**8. EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

**9. PRICING**

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**10. PROCUREMENT CARD**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your bid submittal.

**11. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this

## GENERAL PROVISIONS ASPHALT OILS & EMULSIONS GALVESTON COUNTY, TEXAS

RIP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us>.

### 12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

### 13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

### 14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes but is not limited to the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

**GENERAL PROVISIONS  
ASPHALT OILS & EMULSIONS  
GALVESTON COUNTY, TEXAS**

Each bidder, by submitting a bid agrees that if their bid is accepted by the Commissioners' Court such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

The contractor shall commence work only after the transmittal of a fully executed purchase order or contract and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items or on the bid as a whole to reject any and all bids, to waive any informality in the bids and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

**15. RESULTANT CONTRACT**

The resultant contract if applicable shall become effective upon the Commissioners' Court execution of the same The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work If applicable to the attached bid bidder must sign three (3) original contracts and return with their bid submittal

**16. CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

**17. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred shall constitute a Default of Contract

## GENERAL PROVISIONS ASPHALT OILS & EMULSIONS GALVESTON COUNTY, TEXAS

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract.

### 18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

### 19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

### 20. ESTIMATED QUANTITIES

Any references to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

### 21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**GENERAL PROVISIONS  
ASPHALT OILS & EMULSIONS  
GALVESTON COUNTY, TEXAS**

**22 NO COMMITMENT BY COUNTY OF GALVESTON**

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies.

**23 SINGLE BID RESPONSE**

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**24 REJECTION/DISQUALIFICATION OF BIDS**

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the bid form furnished by the County, if applicable.
- B Lack of signature by an authorized representative that can legally bind the company on the bid form.
- C Failure to properly complete the bid.
- D Bids that do not meet the mandatory requirements.
- E Evidence of collusion among bidders.

**25. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

**26 BID DISCLOSURES**

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**27 PROTEST**

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS  
ASPHALT OILS & EMULSIONS  
GALVESTON COUNTY, TEXAS**

**28 WITHDRAWAL OF BID**

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**29 INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**30 PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS
- C. For any injury to or destruction of property in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

**31 CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

**GENERAL PROVISIONS  
ASPHALT OILS & EMULSIONS  
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 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> 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](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**32 ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set 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.

**GENERAL PROVISIONS  
ASPHALT OILS & EMULSIONS  
GALVESTON COUNTY, TEXAS**

**33. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any contractor or anyone else to put in a sham bid, or 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 or of any other bidder, or to fix any overhead profit or cost element of the bid price or of that of any other contractor or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service

**34. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

**CODE OF ETHICS – Statement of Purchasing Policy**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

**General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

## GENERAL PROVISIONS ASPHALT OILS & EMULSIONS GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

### Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract or to any solicitation or bid therefore pending before this government

### Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

### Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

### Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35

### OPEN RECORDS

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (1X Gov't Code Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**

**GENERAL PROVISIONS  
ASPHALT OILS & EMULSIONS  
GALVESTON COUNTY, TEXAS**

**36 NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry County Judge  
722 Moody  
Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB  
Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 770-5560

## **SPECIAL PROVISIONS ASPHALT OILS & EMULSIONS GALVESTON COUNTY, TEXAS**

The County of Galveston is seeking a vendor to provide SS-1 Emulsion and CRS-2 Emulsion for delivery to or pick-up by County departments. Contract will be awarded for each line item separately. The anticipated minimums are 50,000 gallons per year.

These emulsions shall meet Item 300.2 (D) Table 7, Table 8 & Table 10 of the Standard Specifications for Construction and Maintenance of Highways, Streets, Bridges, 2004 (See Attachment A-Table 7, Attachment B-Table 8, and Attachment C-Table 10).

### **DROP TANKS/ TANKERS**

Periodically, Galveston County may request deliveries to include transport tanks dropped for temporary storage use at each delivery site. These tanks shall be capable and of suitable quality of safely storing product capacities of greater than 4,000 gallons for commercial operations. All delivered tanks shall meet all State, Federal, and local laws that govern storage of the requested products.

Any applicable fees for this service should be included on the line item detail sheets.

The County will order varying amounts of the above material and the total quantities are expected to exceed the above minimum estimates for a twelve (12) month period. The County will pay only for materials ordered, delivered, and/or picked by the County personnel. The anticipated minimums or maximums are not guaranteed.

The quantities are estimates only and no guarantee of any minimum or maximum is made or implied. Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

If a problem develops with the Asphalt, Oils, or Emulsions during the year, samples shall be taken by a third party laboratory representative. If the results of such a test reveal the samples submitted do not meet specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Galveston County's specifications. If the results of the test reveal the samples submitted meet Galveston County's specifications, the County will bear the cost of the test.

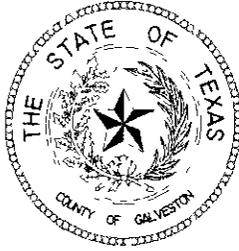
### **TERM**

Term of the contract shall be (1) year from the date of acceptance and approval of bid by Commissioners' Court and in option to continue for an additional two (2), one (1) year periods if mutually agreeable.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales.

Galveston County is tax exempt and therefore taxes should not be added to the bid price. Galveston County reserves the right to order more or less of this project.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND NOT TO BE CONSTRUED AS RESTRICTIVE.



**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:** CM12165

**Invitation to Bid Number** B122026/ASPHALT OILS & EMULSIONS

**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 August 18, 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:** Cleveland Asphalt 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 (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

Cleveland Asphalt Products, Inc  

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P.O.Box 1449  

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Shepherd, Texas 77371  

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**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 contingent 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 be 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

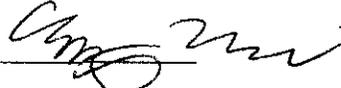
Executed on this the <sup>effective</sup> 19th day of August, 2012.

**Contractor:**

Cleveland Asphalt Products, Inc

**By:**

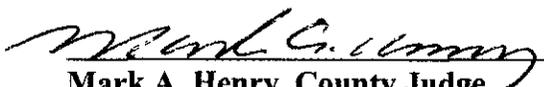
**Date:**

Clayton Moore  7/9/12

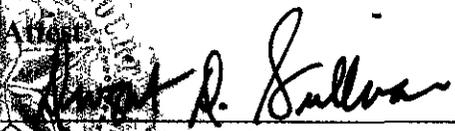
**Galveston County**

**By:**

**Date:**

  
Mark A. Henry, County Judge

7/24/12

  
Dwight Sullivan, County Clerk

AGENDA

ITEM

#26a



# 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



June 4, 2012

RECEIVED  
JUN 19 2012

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

GALVESTON COUNTY JUDGE

RE Request for refund of penalty & interest  
4214-0000-0028-001  
Baldwin, Erin & Brock

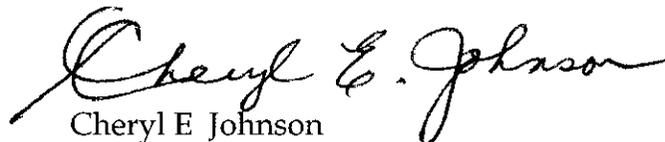
Dear Judge Henry

Mrs. Baldwin is requesting a refund of penalty and interest on the account referenced above. Mrs Baldwin states she was unaware that the property was divided into two separate accounts She also states that a tax statement was never received due to termination of the forwarding period to a new address on file with the US Postal Service. Tax statements for this account were mailed to the address on the property record which appears on the deed This deed was provided to the Central Appraisal District to initiate the most recent ownership transfer

According to the Texas Property Tax Code Section 31.01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

<u>Account</u>	<u>Year</u>	<u>Refund</u>
4214-0000-0028-001	2010	\$1113 85

Sincerely,

  
Cheryl E Johnson



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady  
Legal Liaison

Roxann Lewis  
Executive Assistant

June 20, 2012

Erin and Brock Baldwin  
2516 Pelican Bay Dr  
Plano, TX 75093

*Re Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges  
on Account No 4214-0000-0028-001*

Dear Erin and Brock Baldwin

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners' Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners' Court agenda for July 10, 2012. Court begins at 9:30 a.m. at the Galveston County Courthouse located at 722 Moody, 1<sup>st</sup> floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/adg

Galveston County Tax Assessor Collector  
722 Moody  
Galveston, TX 77550

December 15, 2011

Re: 4316 Spanish Main, Jamaica Beach, TX  
GCAD # 42140000002800 X

Dear Sirs

4214.0000.0028.001

This is a request that you please consider the waiver and refund of the penalty, interest and fees in the amount of \$1,363 85, paid in late November, 2011 on 2010 property taxes on the above referenced property

This property was acquired in April of 2009 and is jointly owned by family members Andrew and Kathleen Lopez of Houston, Texas and Brock and Erin Baldwin of Plano, Texas. The Baldwins lived in Sachse, Texas at the time of purchase and later moved to Plano.

At the end of 2009 none of the owners had received a notice of 2009 taxes due from taxing authorities. To be certain that taxes were paid timely, payment was remitted in the amount \$2,182 23 in early January of 2010, well in advance of the January 31, due date, with reference made to the subject property. This tax amount was retrieved from online sources as no written notice had been received.

Later in 2010, two substantially identical statements were received by the Lopez party and the Baldwin party showing tax due in the amount of \$2,400 56. The tax seemed reasonable and both parties assumed that \$2,400 56 was the total tax due on 100% of the property based on a comparison to the 2009 tax amount.

The Baldwins timely paid the \$2,400 56 tax on January 15, 2011 as you can see from the check copy attached. The GCAD number was written on the check. The Lopez party made no payment.

No delinquent tax communication was received from taxing agencies by any of the joint owners until several months later in November of 2011 when the Baldwin party was served with a lawsuit for nonpayment of 2010 taxes.

Surprised and acting urgently, the Baldwins called the attorneys and learned that the subject property had been divided 50/50 on the tax rolls between themselves and the Lopez party and that delinquent tax notices to their Sachse, Texas address had been returned. Notices had been returned because of the termination of the forwarding period to their new Plano address on file with the US Postal Service. All delinquent 2010 tax, penalty, interest and fees were then immediately paid by the Baldwins upon receipt of remittance information.

With utmost respect of the tax agency's collection practices, we do not understand why the initiation of a lawsuit was necessary while the Lopez party's contact information is correct and affiliated with the property in the tax agency's system. A mere notice to the Lopez party, the

*attached to the...*

# Galveston County TX

County Clerk - Public Access

Search Real Estate Index: View Image

2009020610



**Grantor's Mailing Address:**

14221 Dallas Parkway Suite 1000  
Dallas, Dallas County, Texas 75254

**Grantee:** Ern Baldwin, Brock Baldwin, Kathy Lopez, and Andrew Lopez

**Grantee's Mailing Address:**

*7225 Phoenician Court  
Sugar Land, TX 75088*

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

Window

Prev Account | Next Account | Prev Owner | Next Owner | Acct History | **Notes** | Documents | Single | Go To:

EVANS\_E  
ACT8008 v1 219  
ACCOUNT HOLDING NUMBER YEAR YEAR LEGAL STATUS ACTIVE CAUSE NUMBER  
11136177  
05/29/2012 12:21:38  
OCTO\_PROO

**STATUS DETAIL**

**Account Information**  
Account No 42140000028001 Roll Code REAL PROPRT  
Certified Owner BALDWIN ERIN & BROCK  
Address Line 2516 PELICAN BAY DR  
Amount Due as of 05/29/2012 Owner No 0  
Tax Units  
List of Tax Units  
1 2 210 334 501  
Tax Unit Description  
Tax Unit, Yr, Rec. Type  
Tax Unit  
Year  
Rec Type  
Remove Fees Countywide  
Multi Select

**Amount Due/Paid information**

Year	Appr Value	H	O	V	D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2011	\$105,625	0				\$2,400.56	\$2,400.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$105,625	0				\$2,400.56	\$2,400.56	\$0.00	\$0.00	\$1,113.85	\$0.00	\$0.00

Exemption  
Exemption  
Exemption

Notes For Account No. 42140000028001 - Certified Owner BALDWIN ERIN & BROCK

Year	Entry Date	Operator ID	Note	Msg	Expire Date
2011	12/08/2011	SUPP			
2011	12/08/2011	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC11, YEAR = 21		
2011	11/09/2011	FULLER_J	DELO STMT - SUMMARY 7220 PHEASANT CT, SACHSE, TX	DSTM	
2011	11/07/2011	ROBINSON_G	1011 STMT RET, REMAILED TO 2615 PELICAN BAY DR, PLAN		
2011	10/28/2011	FULLER_J	YEAR = 2011, LEGAL STATUS = ACTIVE, CAUSE NUMBER =	MSO	
2010	05/05/2011	STMT1032814	2010 33 07 Double Click to See Notes in an Editor	DWIN ERIN	STMT
2010	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO BALDWIN ERIN &	STMT	
2009	03/01/2010	SUPP	FEB 2010 NAO		

Delete Note | Add Note | Print Window | View Note | Close Window

Double Click to See Notes in an Editor



Window

Prev Account Next Account Prev Owner Next Owner Acct History **Notes** Documents  Go To:  
 EVANS\_E ACCOUNT HOLDING/2009 YEAR 2011 LEGAL STATUS ACTIVE CAUSE NUMBER 05/29/2012 12:21:38  
 ACT8008 v1 219 111X0777 GCTO\_PROD

STATUS DETAIL

**Account Information**  
 Account No 42140000028001 Roll Code REAL PROPRT Tax Units Tax Unit Description Tax Unit, Yr, Rec. Type  
 Certified Owner BALDWIN ERIN & BROCK List of Tax Units Tax Unit  
 Address Line 2516 PELICAN BAY DR Year  
 Amount Due as of 05/29/2012 Owner No 0 Remove Items Countywide Multi Select

**Amount Due/Paid Information**

Year	Appr Value	H O V D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2011	\$109,575	0	\$2,480.08	\$2,480.08	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00
2010	\$105,625	0	\$2,400.58	\$2,400.58	\$ 00	\$ 00	\$1,113.85	\$ 00	\$ 00

Exemption  
 Exemption  
 Exemption

Year	Entry Date	Operator ID	Note	Msg	Expire Date
2011	12/08/2011	SUPP	NOV 2011 NAO		
2011	12/08/2011	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC11, YEAR = 2011		
2011	11/09/2011	FULLER_J	DELG STMT - SUMMARY 7220 PHEASANT CT, SACHSE, TX (DSTM)		
2011	11/07/2011	ROBINSON_G	1011 STMT RET, REMAILED TO 2815 PELICAN BAY DR, PLAN		
2011	10/28/2011	FULLER_J	YEAR = 2011, LEGAL STATUS = ACTIVE, CAUSE NUMBER = IMSO		
2010	05/05/2011	STMT1032814	2010.33.07 STATEMENT MAILED / MAILED TO BALDWIN ERIN (STMT)		
2010	10/08/2010	STMT330558	2010.33.07 STATEMENT MAILED / MAILED TO BALDWIN ERIN (STMT)		
2009	03/01/2010	SUPP	2010 STATEMENT MAILED / MAILED TO BALDWIN ERIN (STMT)		

Delete Note Add Note  
 BROCK 7220 PHEASANT CT SACHSE TX 75048 / AMOUNT: \$2,400.58

L012811M151

L120211M151	12/02/2011	19226301	000000000878	CH	\$2,480.06	\$2,480.06	PA	42140000028000	LOPEZ KATHY & ANDY	
719012710P	01/26/2010	15542604	8179	CH	\$2,182.23	\$2,182.23	PA	42140000028000	20782470-ANDY OR KA	
679010509P	12/30/2008	12886873	329031	CH	\$2,198.98	\$2,198.98	PA	42140000028000	6911-GREEN TREE SER	
588122107P	12/20/2007	10255251	378524	CH	\$38,734.79	\$2,178.87	PA	42140000028000	1534848-OPTION ONE M	
RD387617	06/06/2007	9385992	77150	CH	\$768.99	\$768.99	RD	42140000028000	1534848-OPTION ONE M	
588042707P	04/27/2007	9385992	051199	CH	\$2,034.78	\$2,034.78	PA	42140000028000	1534848-OPTION ONE M	
545033007P	03/30/2007	9318321	8333	CH	\$633.87	\$633.87	PA	42140000028000	BURGETT LONNIE D	
594020607PA	01/31/2007	9030563	8298	CH	\$633.81	\$633.81	PA	42140000028000	BURGETT LONNIE D	
583060713	07/13/2008	133068	041882	CH	\$687.27	\$687.27		42140000028000	133068-FIDELITY NATI	
563060713	07/13/2008	133068	041882	CH	\$642.33	\$642.33		42140000028000	133068-FIDELITY NATI	
532080404	04/04/2008	112528	8181	CH	\$887.27	\$887.27		42140000028000	112528-BURGETT LONN	
338060124	01/24/2006	61474	8148	CH	\$642.31	\$642.31		42140000028000	61474-LONNIE D BURG	
					\$34,065.34					



# Galveston County Tax Office

Thursday, June 21, 2012

## Your Search Results

[Begin a New Search](#)   [Go to Your Portfolio](#)

The following records matched your Account Number search for "42140000028001"

There are 1 matches

[\[print version\]](#)   [\[Excel™ version\]](#)

When first displayed, the results below are sorted by Owner Name. To sort by another Account Number, Property Site Address, Legal Description, or CAD Reference, click the underlined column heading having that label. (For example, to sort the results by Account Number, click that column heading.)

Click an account number below to see details about its taxes.

To print this page, click **print version** above. This will display the information in a more printer-friendly font.

To bring the results below into an Excel spreadsheet, click **Excel™ version** above and follow the instructions there.

Your search took 0 seconds

<u>Account Number</u>	<u>Owner's Name &amp; Address</u>	<u>Property Site Address</u>	<u>Legal Description</u>	<u>CAD Reference No</u>
42140000028001	BALDWIN ERIN & BROCK 2516 PELICAN BAY DR PLANO, TX 75093	4316 SPANISH MAIN	ABST 121 PAGE 29 LOT 28 JAMAICA BEACH SEC 26, 50 000000% UDI	R520170

### [Return to Galveston County Homepage](#)

GALVESTON COUNTY TAX OFFICE  
722 Moody  
Galveston, TX 77550  
(409) 766-2481  
(877) 766-2284

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**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



July 12, 2012

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

RE Request for Refund of Penalty & Interest  
 1999-0001-0006-000  
 Chris L Johnson

Dear Judge Henry

Mr Johnson is requesting a refund of the penalty and interest collected on the account number referenced above Mr Johnson states he never received a tax bill and this was the first year they have paid taxes on their own as they have always had an escrow account Our records show the tax statement was mailed to the mortgage company listed on the account

According to the Texas Property Tax Code Section 31.01 (g) " . failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District

<u>Account #</u>	<u>Years</u>	<u>Refund</u>
1999-0001-0006-000	2011	\$ 164 58

Sincerely,

*Cheryl E. Johnson*  
 Cheryl E Johnson

Chris and Naima Johnson

2111 Bataan Dr.

League City, Tx 77573

Account Number 1999-0001-0006-000

To Whom it May Concern,

This letter is in regards to our 2012 Property Tax information. We received a yellow delinquent card in the mail in late February stating that we haven't paid our property taxes and other fees had been applied to our account. Our concern is, we never received an original bill or any bill with our account information and total amount due.

This is our first time paying all of our taxes on our own, as in the past we used our Bank Escrow account. I spoke with a Galveston County representative and was told that our original bill and any other information went to the bank and was never mailed to our address.

It was suggested that we send this letter in protest for a refund for those extra late fees that were added to our account. Our original amount due was \$1,828.70 and we paid \$1,993.28 because of the late fees. Please look into this and get back with us as soon as possible.

We appreciate your time and effort into this matter.

Mr. and Mrs. Chris Johnson

281-332-5385

2011 P 68 = 16458







# 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.L.Johnson@co.galveston.tx.us



June 25, 2012

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest  
Liaw Mean-Liang  
7702-0008-0004-000

Dear Judge Henry

According to the Texas Property Tax Code Section 1.08 Timeliness of Action by Mail When a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other document or paper by a specified due date, his actions are timely if

- (1) It is sent by regular first-class mail, properly addressed with postage prepaid, and
- (2) It bears a post office cancellation mark of a date earlier than or on the specified due date and within the specified period or the property owner furnishes satisfactory proof that it was deposited in the mail on or before the specified due date and within the specified period

The homeowner states he mailed the payment in January, however the check was returned to him by the post office on February 28, 2012 due to an incorrect address

<u>Account No</u>	<u>Year</u>	<u>Refund</u>
7702-0008-0004-000	2011	\$ 239 95

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E Johnson

Mean-Liang Liaw  
2874 Love Lane  
Friendswood, TX 77546  
March 7, 2012

RECEIVED  
MAR 13 2012

GALVESTON COUNTY JUDGE

Judge Mark Henry  
Galveston County Commissioner Court  
722 Moody, County Courthouse  
Galveston, TX 77550

Dear Judge Henry:

I am writing to ask your support on waving the penalty of my property tax. I have talked to the employees of the county tax office, and they told me to write this letter to you.

I have mailed my property tax of \$2666.14 in January to the tax office. For some unknown reason though, the check got returned on the 28th of this February. The bank told me one of the reasons that the check was not accepted is that the address was not correct. I didn't think it was wrong because I mailed another two payments to the same address and both of them went through smoothly. After I got the notice, I went to the tax office and paid the tax in full. However, I got a penalty for not paying the tax on time.

I definitely mailed my tax before the due date. The money has been drafted from my account since the check was mailed in January. The unknown reason that the check can't go through is not my fault. I sincerely ask you to consider my case and approve a waiver for the penalty.

Your kind consideration is appreciated.

Thanks,

Mean-Liang Liaw



Attachment:

- 1 Email form bank
- 2 Tax statement

## Attachment

Pay To Amount Pay From Deliver By

GCTO

Tax, 2874 Love lane, R394607 -4-000

\$2,666.14 INTEREST CHECKING-4570 01/13/2012 *Mailing date*

Confirmation Number: C0223-KJ4J4

The merchant was unable to accept this payment and the payment amount will be refunded to your account. This can occur for several reasons, such as an incorrect Pay To account address or account number. Please check your Pay To account information to ensure its accuracy. You may want to make this payment by some other means if the due date is near.

This payment was scheduled as part of your recurring payment plan. View payment plan details. Please note, if your payment date falls on a weekend or holiday, it will be processed on the previous business day.

If you have a question about this payment, click [Inquire About Payment](#) to send a message to customer service.

*Received 2/28/12*

### Mailing Address

GCTO

Tax, 2874 Love lane, R394607 -4-000

Cheryl Johnson, Col, of Tax

P O. Box 4802

Houston, TX 77210-4902

409-766-2481



# 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



June 26, 2012

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE: Request for refund of penalty & interest  
1647-0005-0037-000  
Roger W Peters

Dear Judge Henry

Mr Peters is requesting a refund of the penalty and interest assessed on the account number referenced above Mr Peters states he did not receive a tax bill for 2011 because he thought the property was listed under one account number According to the property tax records, a 2011 tax statement was sent to the address on record after the name change

According to the Texas Property Tax Code Section 31.01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

<u>Account #</u>	<u>Year</u>	<u>Refund</u>
1647-0005-0037-000	2011	\$ 537 53

Sincerely,

  
Cheryl E Johnson

RECEIVED  
MAR 16 2012

March 10, 2012

Judge Mark Henry,

GALVESTON COUNTY JUDGE

I purchased a home in Galveston and closed the purchase on August 31, 2011. The property is in Beachtown and sits on two lots according to the Beachtown plat. The property has two Galveston County tax numbers:

1647-0005-0036-000 One lot - \$219,680 assessed tax value  
Home improvement - \$971,250 assessed tax value

I paid this tax bill of \$30,688.71 with a check dated December 11, 2011. This was well before the due date.

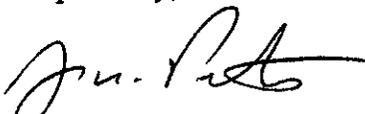
\*1647-0005-0037-000 One lot - \$219,680 assessed tax value

I either did not receive this bill or I disregarded as I thought the other account covered the entire tax bill. I am not familiar with the Beachtown setup of separating a property into two lots. I received a postcard informing me that I had not paid the tax bill for this account. I looked it up online and I paid the bill immediately. I sent a check for \$5660.86 on March 4, 2012.

However, since this is technically late there is now a late fee of several hundred dollars. I ask that you waive this fee given that this was an honest mistake on my part. I paid the other account (over \$30k) well in advance and I would have done the same with this account had I realized the lots were treated separately.

I ask for your consideration and understanding.

Respectfully,

  
Roger W. Peters



EVANS\_E ACT8006 v1 219 Go To: 08/27/2012 12:15:10 GCTO\_PROD

**STATUS DETAIL** Expanded View Summary

**Account Information** **Tax Units** **Tax Unit Description** **Tax Unit, Yr, Rec. Type**  
 Account No  Roll Code  List of Tax Units Tax Unit  
 Certified Owner  1 Year  
 Address Line  Remove Fees Countywide Rec Type  
 Amount Due as of  Owner No  Multi Select

**Amount Due/Paid Information**

Year	Appr Value	H O V D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2011	\$219,680.	0	\$5,680.88	\$5,680.88	\$0.00	\$0.00	\$337.53	\$0.00	

EVANS\_E ACTNOTES v1 8 08/27/2012 12:16:11 GCTO\_PROD

Account Number: **16478856837000**

Seq No	Entry Date	Operator ID	Note	Msq	Expire Date
25225849	11/04/2011	LEMONS_E	OCT 2011 NAO - STMT BATCH 2011 STMT PETERS ROGER & BERNADETTE		
25224311	11/04/2011				
25222358	11/04/2011		OCT 2011 NAO - STMT BATCH 2011 STMT PETERS ROGER & BERNADETTE,		
18730820	10/19/2010		3603 ALCORN BEND DR, SUGAR LAND, TX 77479-2543, AMT DUE \$5,680.88	V STMT	\$5.00
14791457	11/09/2009			V STMT	
14731571	11/02/2009			V CSTM	
14729247	11/02/2009				
14724267	11/02/2009				

Save Close Window

Print Window Close Window

OCT 2011 NAO - STMT BATCH. 2011 STMT: PETERS ROGER & BERNADETTE,  
3803 ALCORN BEND DR, SUGAR LAND, TX 77479-2543, AMT DUE \$5,660 86

**Print Window**

**Close Window**



# 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



July 12, 2012

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

RE Request for Waiver of penalty & interest  
Account 4615-0015-0001-000  
LC Partners, LP

Dear Judge Henry

Texas Property Tax Code Section 1.08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if

- 1 It is sent by regular first-class mail, properly addressed with postage prepaid, and
- 2 It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period "

The customer states she dropped off her payment at the Post Office on January 31, 2012. The evidence of a delivery confirmation receipt and the envelope supports a postmark date of February 1, 2012.

<u>Account Numbers</u>	<u>Year</u>	<u>Waiver</u>
4615-0015-0001-000	2011	\$ 633.02

Sincerely,

  
Cheryl E Johnson

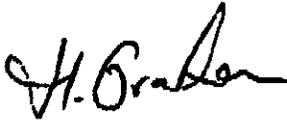
To: Galveston County Tax Office  
From: LC Partners, LP  
Date: March 22<sup>nd</sup>, 2012  
Re: 4615-0015-0001-000

We are appealing the \$ 487.27 late fee assessed on this account.

Attached is a copy of the track and confirm delivery confirmation receipt, showing the item being sorted at the post office at 4:30am on February 1<sup>st</sup> – before the post office opens. The only way they could be processing the payment at that hour, was if we had delivered it on Jan 31<sup>st</sup>. The post office stayed open until midnight, and this check was delivered on Jan 31<sup>st</sup> at 6:30pm to the downtown Franklin Street post office.

Please research this account, and let me know the outcome.

Thank you.



Helen Graham

**RECEIVED**  
MAR 22 2012  
COLLECTOR'S



L020212M628

L020111M151	01/31/2011	7681178	000000000105	CH	\$13,584.85	\$8,905.01	PA	481500150001000	LC PARTNERS LP	
705020810P	02/01/2010	15894527	1036	CH	\$13,751.28	\$8,989.80	PA	481500150001000	LC PARTNERS LP	
TA090408	10/14/2008	12129804		CH	\$0.00	\$0.00	TA	481500150001000	20217748-STEWART TI	
ACTFIXINT	02/02/2008	13742900		CH	\$0.00	\$378.91	TR	481500150001000	LC PARTNERS LP	
ACTFIXINT	02/02/2009	13742900		CH	\$0.00	\$378.91	TR	481500150001000	LC PARTNERS LP	
679021109P	02/02/2009	13742900	1007	CH	\$5,782.05	\$5,782.05	PA	481500150001000	LC PARTNERS LP	
L020309M151	01/31/2008	13815851	000000000100	CH	\$4,983.95	\$4,983.95		481500150001000	LC PARTNERS LP	
530010708T	10/14/2008	12129804	42-3373	CH	\$0.00	\$4,983.95	TR	481500150001000	20217748-STEWART TI	
338101408ESC	10/14/2008	12129804	42-3373	CH	\$0.00	\$0.00	TR	481500150001000	20217748-STEWART TI	
530082908T	08/27/2008	12129804	42-3373	CH	\$0.00	\$0.00	TR	481500150001000	20217748-STEWART TI	
835082708P	08/27/2008	12129804	42-3373	CH	\$4,983.95	\$4,983.95	PA	481500150001000	20217748-STEWART TI	
LC20080131	01/31/2008	4853	1079	CH	\$9,643.21	\$9,643.21	PA	481500150001000	CENTERPONTE PROPER	
					\$146,204.11					



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Phone 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



May 10, 2012

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

RE Request for refund of penalty & interest  
7146-0000-0022-001 & 7146-0000-0021-000  
Edward Bajorek

Dear Judge Henry

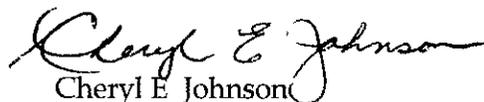
Texas Property Tax Code Section 1.08, Timeliness of Action by Mail, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if

- 1 It is sent by regular first-class mail, properly addressed with postage prepaid, and
- 2 It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

Mr Bajorek's mailing envelope shows a United States Postal Service postmark date of 2-1-2012  
The deadline that is required to post tax payments for 2011 was Tuesday, January 31, 2012

<u>Account Numbers</u>	<u>Year</u>	<u>Refund</u>
7146-0000-0022-001	2011	\$ 400 09
7146-0000-0021-000	2011	\$ 545 68

Sincerely,

  
Cheryl E Johnson

April 30, 2012  
2510 Reba Drive  
Houston, Texas 77019

The Honorable Mark Henry, County Judge  
722 Moody, Suite 200  
Galveston, Texas 77550

Re: Accounts number 7146-0000-0022-001 and number 21-000

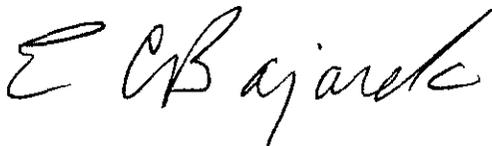
Dear Sir:

On January 31, 2012 I mailed the tax payment for the above accounts. According to Gordon Robinson the people at the lock box did not take note of the postmark of January 31, 2012. The check cleared my bank on February 2, 2012 which would indicate that it was received and deposited on February 1, 2012.

Enclosed please find copies of the tax statements and the bank statement showing the check deposit. I was not late in mailing the payments. I did not forget to mail the payments nor was I out of town. The payments were mailed according to state law.

Please correct the tax statements to the correct tax amount. I appreciate your attention to this matter and will be happy to personally come and discuss this matter with you.

Sincerely,

A handwritten signature in cursive script that reads "E Bajorek".

Edward Bajorek

3 enclosures

K & N BUILDER SALES, INC

Page 2 of 4  
 Statement Period  
 02/01/12 through 02/29/12  
 ED P PE 0E 52  
 Enclosures 0  
 Account Number 0057 7465 3018

**Deposits and Credits**

Date Posted	Amount (\$)	Description	Bank Reference
02/01	52,500.00	Deposit	813009430274693
02/13	6,000.00	Deposit	813009330114739
02/21	7,961.04	Deposit	813009130499011
02/28	899.00	Deposit	813009130190099

**Withdrawals and Debits  
Checks**

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1367	16,603.94	02/07	813000892145099	1369	6,115.39	02/02	813009992195372
1368	8,341.34	02/02	813009992195373				

**Total Overdraft Fees and NSF: Returned Item Fees**

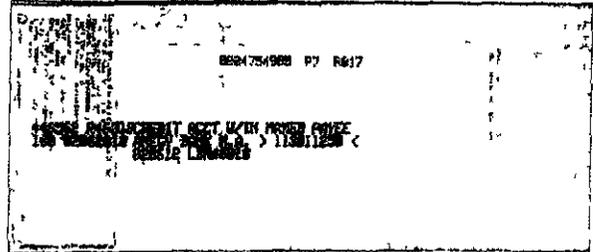
	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total NSF: Returned Item Fees	\$0.00	\$35.00

**Daily Ledger Balances**

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
02/01	56,626.43	02/07	25,565.76	02/21	39,526.80
02/02	42,169.70	02/13	31,565.76	02/28	40,425.80

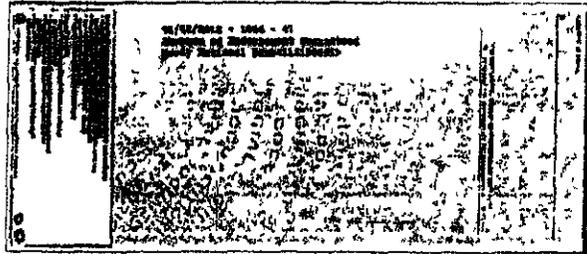
Account Number: 0057 7465 9018

K&N HOME SERVICES, INC. 1367  
 12755 E. 2nd  
 DENVER, CO 80231  
 DATE: 1-31-2012  
 PAY TO THE ORDER OF: Doc Summers - Tax Collector - Hunter \$ 16,603.94  
 Sixteen thousand three hundred three and 94/100 DOLLARS & 94/100  
 Bank of America  
 FOR DEPOSIT ONLY - MICR LINE  
 E. C. Byrnes



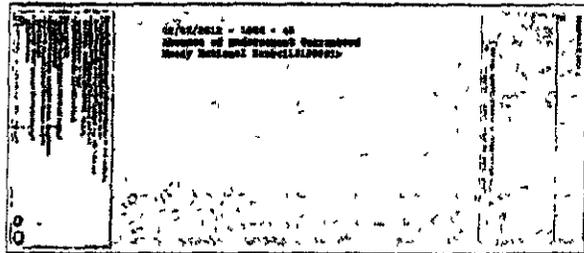
Ref No. 813000892145099 Amount: 16,603.94

12755 E 2nd K&N HOME SERVICES, INC. 1368  
 12755 E. 2nd  
 DENVER, CO 80231  
 DATE: 1-31-2012  
 PAY TO THE ORDER OF: GCTO \$ 8,341.34  
 Eight thousand three hundred forty one and 34/100 DOLLARS & 34/100  
 Bank of America  
 FOR DEPOSIT ONLY - MICR LINE  
 E. C. Byrnes



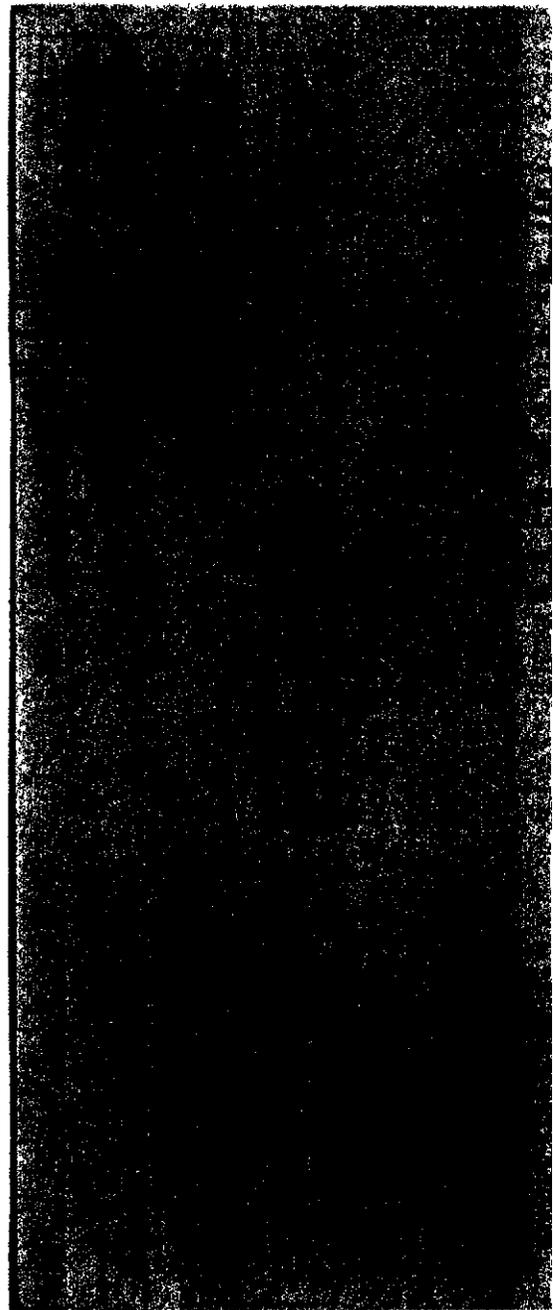
Ref. No.: 813009992195373 Amount: 8,341.34

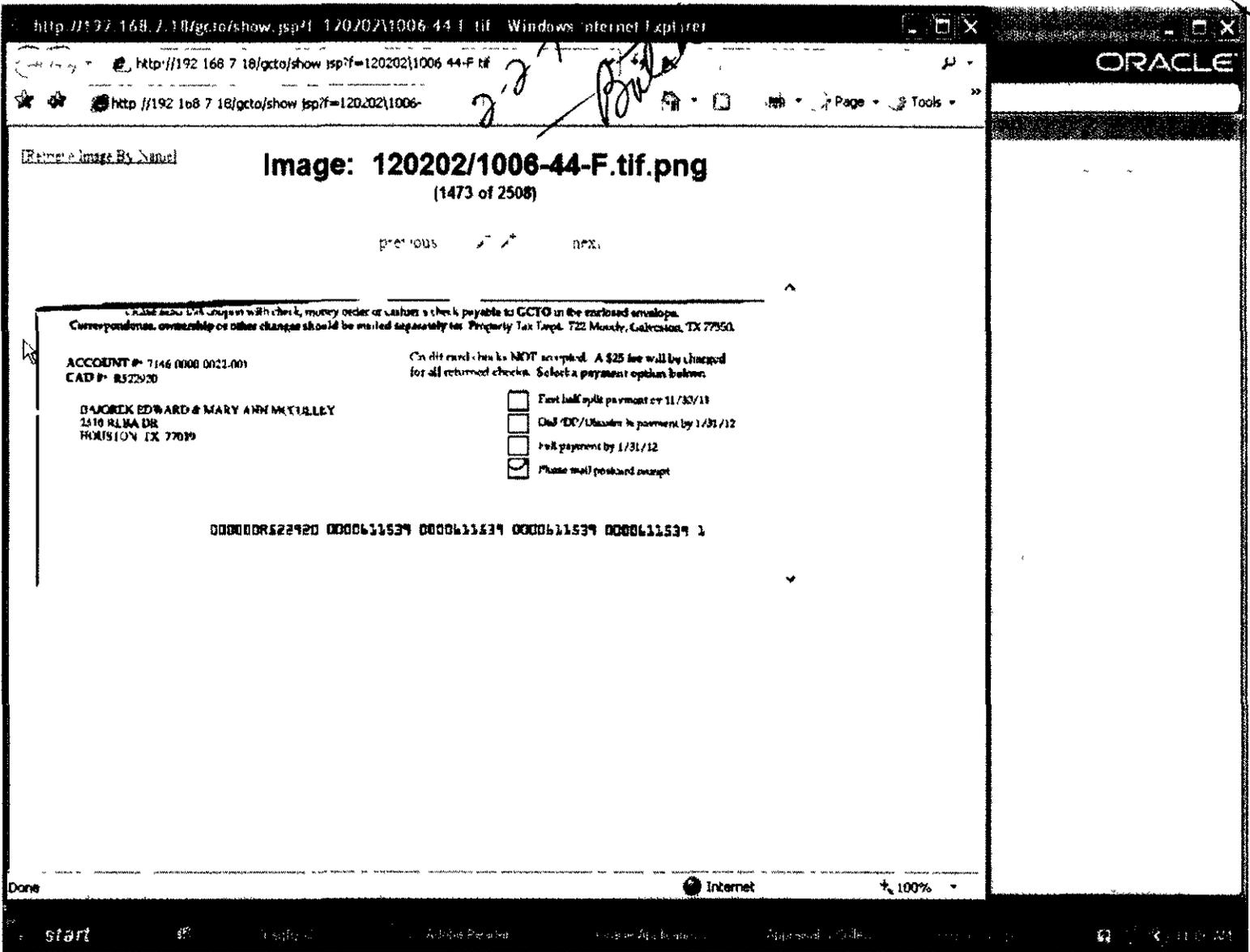
12755 E 2nd K&N HOME SERVICES, INC. 1369  
 12755 E. 2nd  
 DENVER, CO 80231  
 DATE: 1-31-2012  
 PAY TO THE ORDER OF: GCTO \$ 6,115.39  
 Six thousand one hundred fifteen and 39/100 DOLLARS & 39/100  
 Bank of America  
 FOR DEPOSIT ONLY - MICR LINE  
 E. C. Byrnes



Ref. No.: 813009992195372 Amount: 6,115.39

7





Need E. envelope  
Loebbox

Return image by name

# Image: 120202/1006-46-F.tif.png

(1477 of 2508)

previous

next

Please read this coupon with check, money order or vendor's check payable to GCID on the enclosed envelope.  
Correspondence, ownership or other changes should be mailed separately to: Property Tax Dept, 722 Moody, Calveson, TX 77552

ACCOUNT #: 7146-0000-0021 001  
CAD #: 3144308

Credit card checks NOT accepted. A \$25 fee will be charged for all returned checks. Select a payment option below:

BAJOREK EDWA RY & MARY ANN MCKULLEN  
2518 REBA DR  
HOUSTON TX 77018

- First half split payment by 11/30/11
- 100%/00% payment by 1/31/12
- Full payment by 1/31/12
- Please send pre-paid receipt

0000000144308 000034134 000034134 000034134 000034134 1

javascript:nextImage();

Internet

100%

start

98

Internet

Active Explorer

Oracle Applications

Applications

Applications

11/11/2011

11:47:41



# 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



July 12, 2012

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE. Request for waiver/refund of penalty & interest  
Robert Meek  
1406-0010-0302-000

Dear Judge Henry

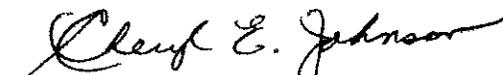
Mr Meek is requesting a refund of the penalties and interest on the above referenced account. The homeowner claims he submitted an on line payment via the internet a week before the taxes were due. However, due to the payment being sent to an invalid mailing address, it was returned to Wells Fargo and credited back to his account

According to the Texas Property Tax Code Section 1.08 Timeliness of Action by Mail  
When a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other document or paper by a specified due date, his actions are timely if

- (1) it is sent by regular first-class mail, properly addressed with postage prepaid;  
and
- (2) it bears a post office cancellation mark of a date earlier than or on the specified due date and within the specified period or the property owner furnishes satisfactory proof that it was deposited in the mail on or before the specified due date and within the specified period.

<u>Account No</u>	<u>Year</u>	<u>Refund</u>
1406-0010-0302-000	2011	\$ 194 03

Sincerely,

  
Cheryl E Johnson

February 16, 2012

Cheryl E Johnson, RTA  
Galveston County Tax Assessor Collector  
722 Moody  
Galveston, Texas 77550

Ref: Account #1406-0010-0302-000 R512198

Dear Ms Johnson

I have enclosed copies of my bank statement to question why my cashiers check sent from Wells Fargo Online checking was returned. I used a mailing address I've used in previous payments to send my check for the taxes on our condominium at 26570 Baywater Drive, #302, Galveston, Texas 77554

I am sending this information to protest any late fee or penalty for not paying our taxes by January 31, 2012 Our electronic payment was sent a week before the taxes were due Your office returned our check and consequently we were charged a late fee

Would you please review these documents and offer an explanation as to why our check for \$2,720 73 was returned.

Warm regards,



Robert A Meek, II  
14310 Sugar Mill Circle  
Houston, Texas 77095

Exhibit 1



Sign Off Home Locations Contact Us Online Security Center

### Wells Fargo Business Online

Accounts Transfers & Payments Brokerage Account Services Messages & Alerts Online Solutions Open an Account

Bill Pay Transfers Tax Payments

Bill Pay Overview Payments **Payees** eBills Reports Notices User Profile

## Payee Details

### Quick Links

Help

[Setup automatic payments](#)  
[View my payees](#)

### Payee Information for Galveston Tax

[Delete Payee](#)

**Cheryl E Johnson, RTA**  
P O Box 4902  
Galveston, TX 77550  
409-766-2481

*S/K Houston*

### Payees Help

To change your Payee name or address you must delete the current payee and add a new payee with the new information

Learn more about

[Display](#)  
[Nickname](#)  
[Payment Account](#)

Display on Bill Pay Overview  Currently Displayed |  Do Not Display

### Account Information

[Edit](#)

**Account Number** 140600100302000  
**Payee Status** Active  
**Name on Account** ROBERT MEEK II  
**Payee Nickname** Galveston Tax

### Payment Details

[Edit](#)

**Default Payment Account** XXXXXX3288 CHECKING  
**Payment Option** Manual  
**Category** Miscellaneous  
**Memo** NA

[Setup automatic payments](#)

### Notifications

[Edit](#)

#### Payment Notifications

- On Email me when a payment has been made
- Off Email me when a payment made by paper check has been cashed
- Off Remind me when a payment is due

**Make Payment**

Go to [Bill Pay Overview](#)

[Bill Pay Overview](#) | [Payments](#) | [Payees](#) | [eBills](#) | [Reports](#) | [Notices](#) | [User Profile](#)  
[Overview](#) | [Bill Pay](#) | [Transfers](#) | [Tax Payments](#)

[Home](#) | [Locations](#) | [Contact Us](#) | [Online Security & Tools](#) | [Sign Off](#)

Equal Housing Lender

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Sign Off Home Locations Contact Us Online Security

### Wells Fargo Business Online

Accounts Transfers & Payments Brokerage Account Services Messages & Alerts Online Bill Pay  
Open an Account

Bill Pay Overview Payments Payees eBills Reports **Notices** User Profile

## Notice Detail

Help

next Notice >

Date **02/14/2012**

Subject **Bill Payment Returned**

Payee (Payee Nickname): Cheryl E Johnson, RTA (Galveston Tax)  
Payee Account 140600100302000  
Payment Amount: \$2,720.73  
Wells Fargo Account: XXXXXX3288  
Payment Send On Date 01/24/2012 ✓

If you did not place a stop payment request on this item, there are several possible reasons for the credit:

- Is your payee account name and number correct?
- Is the mailing address entered for this payee correct?
- Was the payment made over 90 days ago? (Checks not cashed within 90 days are automatically credited back to your account.)
- Has your account with the payee been closed or does it have a credit balance?

Before scheduling additional payments to this payee, you may want to match the information entered on your payee list with your most recent statement from this payee and make any necessary corrections. Or contact your payee for the specific reason for this returned payment.

Please select "Contact Us" from the top of any Bill Pay screen to send us an email if you have any questions or need further assistance. Or, you may call one of our Bill Pay Specialists anytime at 1-800-956-4442.

Sincerely,  
Wells Fargo  
Bill Pay Customer Service

**Delete Notice**

Bill Pay Overview | Payments | Payees | eBills | Reports | Notices | User Profile  
Home | Bill Pay | Transfers | Tax Payments  
Accounts | Transfers & Payments | Brokerage | Account Services | Messages & Alerts | Online Solutions | Sign Off

Home | Locations | Contact Us | Emergency Services | Sign Off

**Equal Housing Lender**

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*Exhibit 3*



Wells Fargo Business Online

**Account Activity**

**Business and Personal Accounts**

CHECKING XXXXXX3288

**Activity Summary**

Ending Balance as of 02/13/12	\$2,502.49
<b>Available Balance</b>	<b>\$2,455.05</b>
Interest earned this period	\$0.09
Interest paid year to-date	\$0.31

**Transactions**

Show All Transactions for Last 90 Days

Date	Description	Deposits / Credits	Withdrawals / Debits
<b>Pending Transactions</b> Note: Amounts may change			
02/14/12	BILL PAY Spencer Road P U		\$47.44
<b>Posted Transactions</b>			
02/13/12	SAVE AS YOU GO TRANSFER DEBIT TO XXXXXXXXXXXX9346		\$1.00
02/13/12	CHECK		\$325.00
02/13/12	BILL PAY USAA ON-LINE xxxxxxxxxxxx21083 ON 02-13		\$1,934.24
02/13/12	ATM WITHDRAWAL - COPPERFIELD HOUSTON TX 2500 0003487		\$109.00
02/10/12	SAVE AS YOU GO TRANSFER DEBIT TO XXXXXXXXXXXX9346		\$1.00
02/10/12	US BANK HOME MTG MTG PYMT 021012 6850147528 NTE *SPH*ACCT 6850147528 EFFECTIVE 02/		\$745.05
02/09/12	SAVE AS YOU GO TRANSFER DEBIT TO XXXXXXXXXXXX9346		\$2.00
02/09/12	BILL PAY Macy's ON-LINE xxxxxx20077 ON 02 09		\$129.87
02/09/12	BILL PAY COMCAST CABLE CO ON-LINE xxxxxxxxxxxx15760 ON 02 09		\$8.60
02/07/12	RECURRING TRANSFER REF #OPEC3LNWNS TO BUSINESS CHECKING MKTG AND INSURANCE		\$500.00
02/06/12	WT FED#09743 WESTERN FEDERAL CR /FTR/BNF=Mark Meek SRF# 0006726037355657 TRN#120206038005 RFB#		\$300.00
02/06/12	ATM WITHDRAWAL - COPPERFIELD HOUSTON TX 2500 0001764		\$100.00
02/06/12	WIRE TRANS SVC CHARGE - SEQUENCE 120206038005 SRF# 0006726037355657 TRN#120206038005 RFB#		\$30.00
02/03/12	CHECK # 3268		\$440.00
02/02/12	SAVE AS YOU GO TRANSFER DEBIT TO XXXXXXXXXXXX9346		\$1.00
02/02/12	BILL PAY COMCAST CABLE CO ON-LINE xxxxxxxxxxxx15760 ON 02-02		\$35.44
02/01/12	RECURRING TRANSFER REF #OPEC3K3KNS TO WAY 'SAVE SAVINGS XXXXXX3874		\$25.00
02/01/12	US TREASURY 310 XXVA BENEF 020112 ROBERT A ME EK	\$389.00	
02/01/12	RECURRING TRANSFER REF #OPEQNQZ7NB FROM SAVINGS XXXXXX3820	\$5,000.00	
01/31/12	INTEREST PAYMENT	\$0.31	
01/31/12	SAVE AS YOU GO TRANSFER DEBIT TO XXXXXXXXXXXX9346		\$2.00
01/31/12	CHECK # 3269		\$5,800.00
01/31/12	BILL PAY BANK OF AMERICA ON-LINE xxxxxxxxxxxx95404 ON 01 31		\$700.00
01/31/12	BILL PAY USAA ON LINE xxxxxxxx-xxxx45177 ON 01 31		\$162.58
01/30/12	ATM WITHDRAWAL COPPERFIELD HOUSTON TX 2500 0009722		\$100.00
01/25/12	SAVE AS YOU GO TRANSFER DEBIT TO XXXXXXXXXXXX9346		\$1.00
01/25/12	BILL PAY Galveston Tax ON-LINE xxxxxxxxxxxx02000 ON 01 25		\$2,720.73
01/25/12	BILL PAY CenterPoint Ener ON LINE xxx23216 ON 01 25		\$78.98
01/25/12	BILL PAY Department of Ve ON-LINE xxxxxxxxxxxxxxxx8MEEK ON 01 25		\$40.00
01/24/12	SAVE AS YOU GO TRANSFER DEBIT TO XXXXXXXXXXXX9346		\$2.00
<b>Totals</b>		<b>\$44,635.35</b>	<b>\$44,557.40</b>

↓

*Received*

Notices

you informed of our progress

Due to an invalid mailing address, this payment was returned to us by the United States Postal Service. The payment amount was credited back to your funding account on 02/15/2012.

Please contact your payee to verify the correct payment address and if necessary create a new payee. Please refer to the online Help link within your online Bill Pay session for complete instructions on adding/deleting payees. You may wish to reschedule





# 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



July 12, 2012

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

RE Request for refund or waiver of penalty & interest  
5191-0000-0001-000  
James H Yates

Dear Judge Henry

According to the Texas Property Tax Code Section 31.01 (g) " . failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

The homeowner states he never received a bill for the 2011 taxes. Our records indicate the bill was sent to the homeowner at the address listed on the certified roll. He has since paid taxes including penalty and interest on 3-27-12.

<u>Account</u>	<u>Year</u>	<u>Refund</u>
5191-0000-0001-000	2011	\$ 408.67

Sincerely,

  
Cheryl E Johnson

01651

Mrs. Emma

**From the Desk of Jim Yates.....**

3-19-12

to whom it may  
concern

I never rec'd a  
tax statement on this  
account - pls refund  
to me if I occurred. - I  
had to call the tax officer  
to get a copy of my  
tax bill.

Thanks  
JY

Tel. 281-337-2888 Fax. 281-337-5721



**CHERYL E. JOHNSON, RTA**  
Galveston County Tax Assessor Collector  
722 Moody, Galveston, Texas 77550  
(Toll Free) 877-766-2284 or 409-766-2481

**2011 Consolidated Tax Statement**

Property Location 1622 OLEANDER DR 77539  
Acreage 1.9800  
Legal Description  
ABST 11 A FARMER LOT 1 CH MOORE S/D W 1/2

ACCOUNT # 51910000001000 CAD # R154238

YATES JAMES H & CAROL F  
1622 OLEANDER DR  
DICKINSON TX 77539-6727

DO597570204280 02 02

Appraised Land Value \$36,670  
Improvements/Personal Property Value +189,740  
Total Market Value \$226,410  
Homestead Cap Adjustment

MTG/Agent  
Sales Tax Savings  
Assessment Ratio 100%

Entity	Market Value	- Exemptions	= Taxable Value	+ 100 x Tax Rate	= Total Taxes
GALVESTON CO	\$226,410	\$105,282	\$121,128	61294500	\$708.72
ROAD & FLOOD	\$226,410	\$105,282	\$121,128	00885500	\$10.73
DICKINSON ISD	\$226,410	\$25,000	\$201,410	15400000	\$2,047.57
CITY DICKINSON	\$226,410	\$10,000	\$216,410	40861000	\$781.91
DRAIN DIST #1	\$226,410	\$20,000	\$206,410	11500000	\$237.37
MAINLAND COLL	\$226,410	\$69,282	\$157,128	23202000	\$330.87
WCID NO 1	\$226,410	\$25,000	\$201,410	21037700	\$423.72
<b>TOTAL 2011 TAXES</b>					<b>\$4,540.89</b>

Current Exemptions According to Appraisal District HOMESTEAD, OVER 65  
Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 (depending on the county where the property is located)



**PROPERTY TAX PAYMENT OPTIONS\***

**PAYMENT IN FULL** Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below

**SPLIT PAYMENT** Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below.

**INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought)** A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property (if you already qualify, amounts will be listed in the box below) and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

\*Please contact your mortgage company before participating in partial payment options!

Entity	Amount Due
GALVESTON CO	\$708.72
ROAD & FLOOD	\$10.73
DRAIN DIST #1	\$237.37
MAINLAND COLL	\$330.87
WCID NO 1	\$423.72
1 <sup>st</sup> payment by 11/30/11 of	\$855.71
2 <sup>nd</sup> payment by 7/2/12 of	\$855.70

Payment Due Date	Amount Due
January 31, 2012	\$1,135.22
April 2, 2012	\$1,135.22
May 31, 2012	\$1,135.22
July 31, 2012	\$1,135.23

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	\$4,540.89	\$ 00	\$4,540.89
If paid in November	\$4,540.89	\$ 00	\$4,540.89
If paid in December	\$4,540.89	\$ 00	\$4,540.89
If paid in January	\$4,540.89	\$ 00	\$4,540.89
If paid in February	\$4,858.75	\$ 00	\$4,858.75

DICKINSON ISD	\$2,047.57
CITY DICKINSON	\$781.91
<b>Total Due January 31, 2012</b>	<b>\$2,829.48</b>

\*Our records indicate delinquent taxes are due for the following tax years

Please send this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Correspondence, ownership or other changes should be mailed separately to Property Tax Dept., 722 Moody, Galveston TX 77550

ACCOUNT # 5191-0000-0001-000  
CAD # R154238

YATES JAMES H & CAROL F  
1622 OLEANDER DR  
DICKINSON TX 77539-6727

Credit card checks NOT accepted. A \$25 fee will be charged for all returned checks. Select a payment option below.

- First half split payment by 11/30/11
- O65/DP/Disaster 1/4 payment by 1/31/12
- Full payment by 1/31/12
- Please mail postcard receipt

51910000001000 REAL PROPERTY  
 YATES JAMES H & CAROL F  
 1822 OLEANDER DR  
 04/04/2012 0

AG INCLUDED

Year	Assessed Value	Y	Y	D	Value	Value	Value	Value	Value	Value	Value
2010	\$226,410	Y	Y	0	\$4,547.73	\$4,547.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$226,410	Y	Y	0	\$4,580.21	\$4,580.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$226,410	Y	Y	0	\$4,531.78	\$4,531.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	\$226,410	Y	Y	0	\$4,542.28	\$4,542.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	\$226,410	Y	Y	0	\$5,031.14	\$5,031.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	\$218,500	Y	Y	0	\$5,015.29	\$5,015.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	\$198,840	Y	Y	0	\$4,883.55	\$4,883.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	\$198,840	Y	Y	0	\$4,876.90	\$4,876.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

03/27/2012  
 YATES JAMES H & CAROL F



# 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

July 12, 2012



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

RE Request for Refund of Penalty & Interest  
4502-0003-0008-000  
Tommy Thompson

Dear Judge Henry.

Mr Thompson is requesting a refund of the penalty and interest collected on the account number referenced above Mr Thompson states he paid off his mortgage in September 2011 but he did not receive a tax statement. The statement was mailed to the Mortgage Company listed on the account.

According to the Texas Property Tax Code Section 31.01 (g) ". failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

<u>Account #</u>	<u>Years</u>	<u>Refund</u>
4502-0003-0008-000	2011	\$343 11

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E Johnson

RECEIVED

JUN 06 2012

COLLECTIONS

June 5, 2012

Tommy Thompson  
208 Falcon Lake Circle  
Friendswood, Texas 77546  
281 610 4922 Cell  
281 993 5588 home

Galveston County Tax Office  
722 Moody  
Galveston, Texas 77550  
Judge Henry

**RE: Account Number 450200030008000, Sec 1 (3003) ABST 151, BLOCK 3, LOT 8,  
and ACRES 0.336**

Judge Henry:

We paid our home off on the last day of September 2011; we did not receive any tax information from Galveston County until June 1, 2012. We did receive notice from Friendswood ISD and we paid that on 12/30/2011.

On June 1, 2012 we received a letter from Galveston County saying that we owe \$2,630.52. Since we did not receive the notice because we paid off our home in September 2011.

We would like to pay the Current Tax Levy of \$2, 287.41.

Thank you for your assistance in this matter.

*Tommy Thompson*  
*Mary Jo Thompson*  
Tommy and Mary Jo Thompson  
Home Owner's

✓



AGENDA

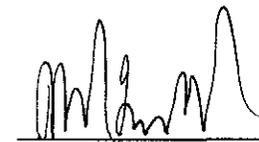
ITEM

*#27a*

**Galveston County, Texas**  
**Consideration of Budget Amendments for**  
**Tuesday, July 24, 2012**  
**As Submitted by the Budget Officer**

<b>Fiscal Year</b>	<b>Amendment #</b>	<b>Description</b>
2012	12-062-0724-A	<b>Facilities Services and Maintenance</b> – Request to transfer budget from Budgeted Reserves to Special Warranty Deed – 2219 Market, Galveston, Texas to Cover return of ownership to Mary Moody Northern Endowment.
2012	12-063-0724-B	<b>Sheriff's Department/Administration</b> – Request to transfer budget from Budgeted Reserves to Auto Maintenance to cover expenditures through the end of Fiscal Year 2012.
2012	12-064-0724-C	<b>Community Services</b> – Request to budget donations from Reliant Energy and appropriate funds for Summer Relief program.
2012	12-065-0724-D	<b>Community Services</b> – Request to transfer budget from Salaries and Fringe Benefits in Community Services Administration to Salaries and Fringe Benefits in Social Services and to Budgeted Reserves in order to cover reorganization and reclassification of positions in the Community Services Department.

Approved by:



Mel Trammell, Director of  
Finance and Administration

Date:



AGENDA

ITEM

#27aA

**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department **Facilities Services and Maintenance** Amendment No **12-062-0724-A**  
 Date Submitted **July 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**

Request to transfer budget from Budgeted Reserves to Special Warranty Deed - Building- 2219 Market, Galveston, Texas. This is to cover return of ownership of the Galveston County Museum Building at 2219 Market, Galveston, Texas to the Mary Moody Northern Endowment.

**This budget amendment does increase the budget for FY 2012**

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-920180-5930000	Line Item Budgeted Reserves	400,000	---
<b>TOTAL - Transfer Amount</b>		<b>\$400,000</b>	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-170100-5504013	Line Item Special Warranty Deed - Building, 2219 Market, Galveston, Texas	400,000	---
<b>TOTAL - Transfer Amount</b>		<b>\$400,000</b>	

**ADDITIONAL COMMENTS**

Request to transfer budget from Budgeted Reserves to Special Warranty Deed - Building- 2219 Market, Galveston, Texas. This is to cover return of ownership of the Galveston County Museum Building as is (2219 Market, Galveston, Texas) to the Mary Moody Northern Endowment.

	<b>Budgeted Reserves</b>	<b>Special Warranty Deed</b>
Beginning Budget as of 07/10/2012	\$19,387,900	\$0
Budget Amendment - BA 12-062-0724-A	-400,000	400,000
2012 Expenditures and Encumbrances to-date	0	0
<b>Remaining Budget after approval</b>	<b>\$18,987,900</b>	<b>\$400,000</b>

*Samuel Anderson* 7/17/2012  
 Departmental Authorization Date

N/A Date  
 Human Resources Department

*John M. ...* 7/18/2012  
 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 7/24/12

AGENDA

ITEM

#27aB

**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department **Sheriff's Department - Administration** Amendment No **12-063-0724-B**  
 Date Submitted **July 12, 2012** (Assigned by Budget Office)

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**

Request to transfer budget from Budgeted Reserves to Auto Maintenance to cover maintenance costs through the end of the FY2012. This budget amendment does increase the budget for FY 2012.

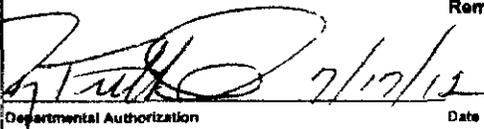
Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No. General Fund 1101-920180-5930000	Line Item: Budgeted Reserves	40,000	---
<b>TOTAL - Transfer Amount</b>		<b>\$40,000</b>	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No. General Fund 1101-211101-5423110	Line Item: Auto Maintenance	40,000	---
<b>TOTAL - Transfer Amount</b>		<b>\$40,000</b>	

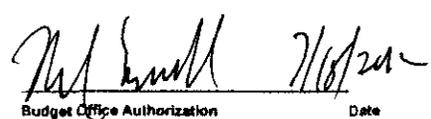
**ADDITIONAL COMMENTS**

This budget request is to transfer budget from Budgeted Reserves to Auto Maintenance to cover costs through the end of the fiscal year 2012. As of July 16, 2012, the expenditures and encumbrances total \$233,554.26 (or 99.38% of adopted budget). In FY2011, total auto maintenance expenditures were \$252,195.

	Budgeted Reserves	Auto Maintenance
Beginning Budget as of 07/10/2012	\$19,387,900	\$235,000
Budget Amendment - BA 12-062-0724-A	-\$400,000	\$0
Budget Amendment - BA 12-063-0724-B	-\$40,000	\$40,000
2012 Expenditures and Encumbrances to date	0	233,554
<b>Remaining Budget after approval</b>	<b>\$18,947,900</b>	<b>\$41,446</b>

 7/17/12  
 Departmental Authorization \_\_\_\_\_ Date

N/A \_\_\_\_\_ Date  
 Human Resources Department

 7/18/2012  
 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 7/24/12

AGENDA

ITEM

#27aC

**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	Community Services	Amendment No 12-064-0724-C
Date Submitted	July 18, 2012	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**

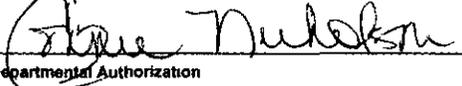
Request to budget donations from Reliant Energy and appropriate funds for Summer Relief program  
This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Donations to Galveston County Fund 2121-000040-4851019	Line Item Contribution from Reliant Energy	3,750	---
TOTAL - Transfer Amount		\$ 3,750	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Donations to Galveston County Fund 2121-443141-5421304	Line Item Summer Relief	3,750	---
TOTAL - Transfer Amount		\$ 3,750	

**ADDITIONAL COMMENTS:**

This budget request is to recognize the donations received from Reliant Energy (\$3,750) and to set up a budget to expend the donation on the Summer Relief program, which assists county residents with their utility bills. This donation was approved by Commissioners Court on December 20, 2011 (\$2,500 - received on December 15, 2011), and on May 1, 2012 (\$3,750 - received on May 7, 2012 and \$3,750 - received on July 16, 2012)

 7/18/2012  
Departmental Authorization Date

N/A Date  
Human Resources Department

 7/18/2012  
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 7/24/12

AGENDA

ITEM

#27aD

**COUNTY OF GALVESTON**  
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Community Services/Social Services	Amendment No 12-065-0724-D
Date Submitted	July 19, 2012	(Assigned by Budget Office)

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**  
Request to transfer budget from Salaries and Fringe Benefits in Community Services Administration to Salaries and Fringe Benefits in the Social Services Department and to Budgeted Reserves in order to cover reorganization and reclassification of positions in the Community Services Department.

**This budget amendment does not increase the overall county budget for FY 2012**

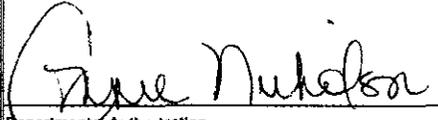
Transfer FROM	Account Description	Amount	Auditor Use Only
		Annualized	Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
1101-440100-5100000	Community Services		
	Salaries	17,000	
1101-440100-5152102	Medicare	200	
1101-440100-5153000	Pension	1,600	
1101-440100-5154000	Alternate Plan	1,500	
<b>TOTAL - Transfer Amount</b>		<b>\$ 20,300</b>	

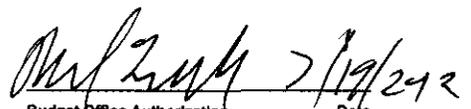
Transfer TO	Account Description	Amount	Auditor Use Only
		Annualized	Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
	Social Services		
1101-440100-5100000	Salaries	800	
1101-440100-5153000	Pension	100	
1101-440100-5154000	Alternate Plan	100	
1101-920180-5930000	Budgeted Reserves	19,300	
<b>TOTAL - Transfer Amount</b>		<b>\$ 20,300</b>	

**ADDITIONAL COMMENTS**  
Request to transfer budget from Salaries and Fringe Benefits in Community Services Administration to Salaries and Fringe Benefits in the Social Services Department and to Budgeted Reserves in order to cover reorganization and reclassification of positions in the Community Services Department.

**Please see attached spreadsheet for departmental reorganizations included in this amendment**

	Budgeted Reserves	Community Services Personnel	Social Services Personnel
Beginning Budget as of 07/10/2012	\$19,387,900	\$222,400	\$602,900
Budget Amendment - BA 12-062-0724-A	-400,000	0	0
Budget Amendment - BA 12-063-0724-B	-40,000	0	0
Budget Amendment - BA 12-065-0724-D	19,300	-20,300	1,000
2012 Expenditures and Encumbrances to date	0	142,576	431,700
<b>Remaining Budget after approval</b>	<b>\$18,967,200</b>	<b>\$59,524</b>	<b>\$172,200</b>

  
 Departmental Authorization \_\_\_\_\_ Date 7/19/2012  
 \_\_\_\_\_ Date \_\_\_\_\_  
 Human Resources Department

  
 Budget Office Authorization \_\_\_\_\_ Date 7/19/2012

**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 7/24/12

# Workshop Discussion

HR reviewed and approved Job descriptions and Grade/Step for each position as appropriate  
 Based on Pay periods remaining with the exception of the Assistant Director position which has been vacant since April 9, 2012

## Community Services (1101-440100)

Pos	Title From	Title To	Salary From	Salary To	Annual Difference	FY2012 Difference
Old 1	Director of Community Services		73,136			
New 1	Director of Community Services (Increase in the number of Departments and Duties Director Grade 26)		24E	80,729	26A	7,593
						1,670
Old 3	Asst Director of Community Services		54,381	22A		
New 3	Delete				(54,381)	(26,103)
Old 6	Administrative Assistant					
New 6	Administrative Assistant			30,066	12A	30,066
						6,615
Old 4	Indigent Healthcare Coordinator		48,065	16L		
New 4	Social Services/Indigent Healthcare Coordinator (increase given for higher level duties as Social Services Manager on top of Indigent Healthcare Duties) (Salary \$48,065 coming from existing Indigent Healthcare position)			51,761	20G	3,696
						813

## Social Services (1101-443100)

Pos	Title From	Title To	Salary From	Salary To	Annual Difference	FY2012 Difference
Old 1	Social Services Manager		49,266	20E		
New 1	Guardianship Coordinator			49,266	20E	
Old 13	Caseworker		33,187	12E		
New 13	Indigent Burial Coordinator/Caseworker			36,632	14E	3,445
						758

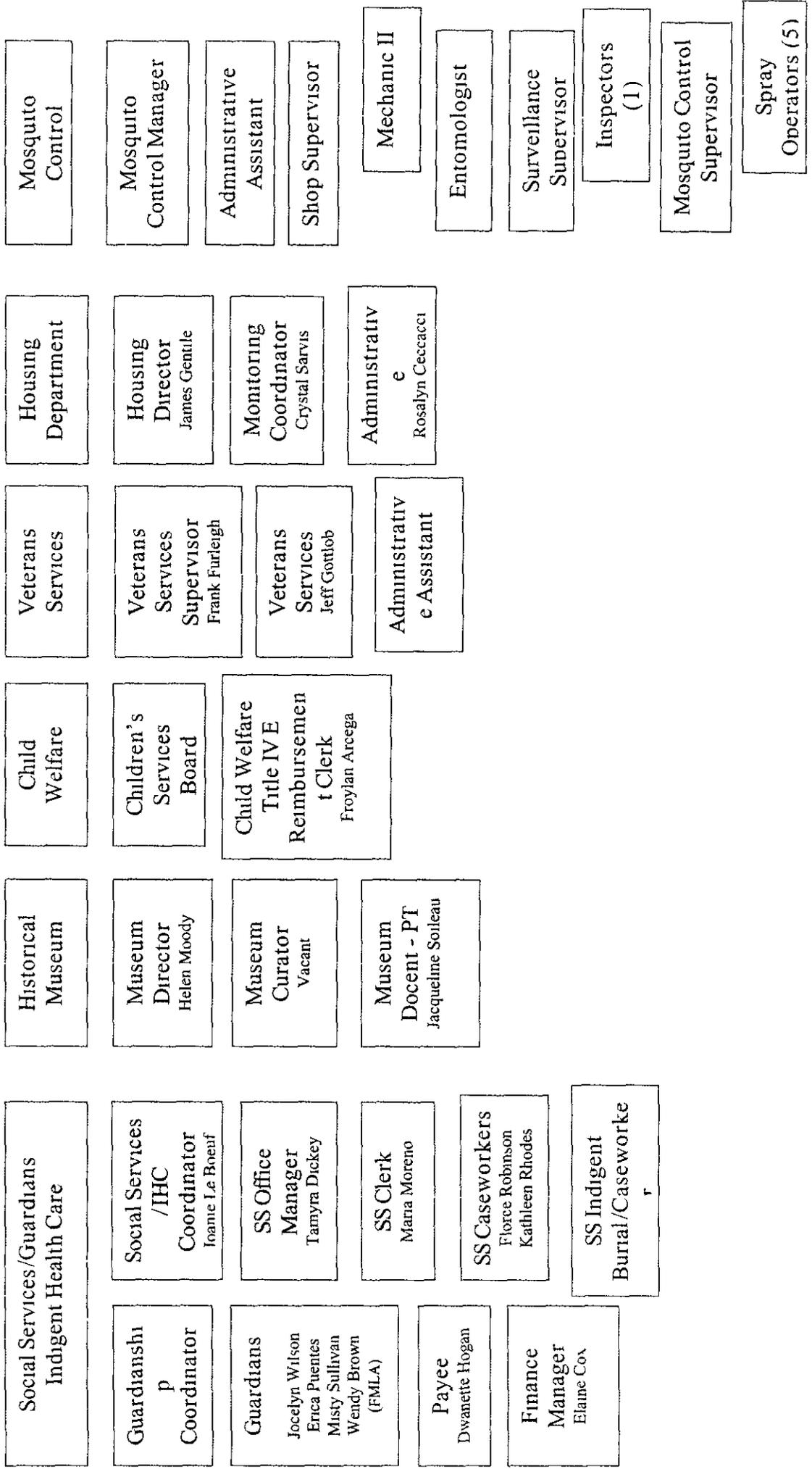
**Net Impact of All Changes (Gen Fund, across all departments):**

**(9,582)      (16,247)**

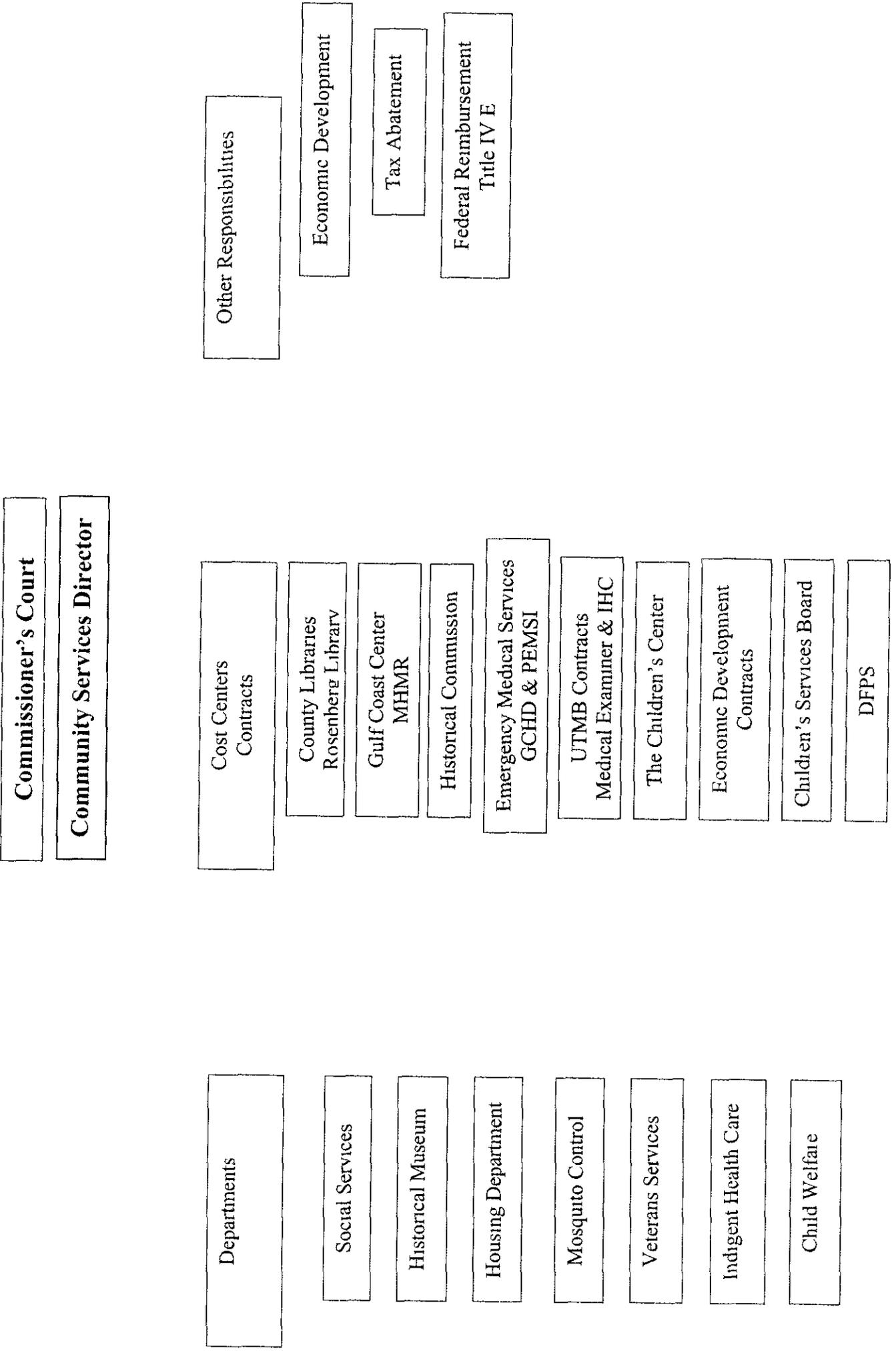
Savings

# Community Services Division

## Community Services Director



# Community Services Division



# Organization Chart

---

**Galveston County  
Commissioner's Court**

**Director of  
Community Services  
Division**

**Social Services &  
Indigent Healthcare  
Coordinator**

**Guardianship  
Coordinator**

**Office Manager**

**Guardians**

**SS Clerk**

**Payee**

**SS Caseworkers**

**Finance Manager**

**Indigent Burial  
Coordinator/  
Caseworker**

Current Title	Current Grade/Step	Current Salary	Current In-hire Range	Requested Title	Requested Grade/Step	Requested Salary	Proposed In-hire Range
Community Services Director	24E	\$73,136	\$66,257-\$73,136	Same	26A	\$ 80,728.00	\$80,728-\$89,109

Galveston County		Salary
HR Director	Grade 26D-	\$86,936
Chief Emergency Management Coord	Grade 26D-	\$86,936
Director of Parks	Grade 26E-	\$89,109
Director of Justice Administration	Grade 26M-	\$108,571

SAO Title(s)	Salary
Director I	67,380-89,278
Director II	74,118-98,206
Director III	81,529-108,027
Director IV	89,628-118,829
Director V	108,516-143,784

Current Title	Current Grade/Step	Current Salary	Current In-hire Range	Requested Title	Requested Grade/Step	Requested Salary	Proposed In-hire Range
Position deleted (Admin Asst )	12A	\$ 30,065 00	\$ 30 065 00	Administrative Assistant*	12A	\$ 30,065 00	\$30.065

\* Deleting Assistant Director of Community Services

Current Title	Current Grade/Step	Current Salary	Current In-hire Range	Requested Title	Requested Grade/Step	Requested Salary	Proposed In-hire Range
Indigent Healthcare Coordinator	16L	\$ 48,064 00	\$ 36 632 00	Social Services and Indigent Healthcare Coordinator	20G	\$ 51,760 00	44 633-49 266

SAO Title(s)	Salary
Health and Human Services Program Coordinator I	\$38,146-\$49,590
Health and Human Services Program Coordinator II	\$43,673-\$56,775

Current Title	Current Grade/Step	Current Salary	Current In-hire Range	Requested Title	Requested Grade/Step	Requested Salary	Proposed In-hire Range
Social Services Manager	20E	\$ 49,266 00	44,633-49,266	Guardianship Coordinator	20E	\$ 49,266 00	44,633-49,266

SAO Title(s)	Salary
Health and Human Services Program Coordinator I	\$38,146-\$49,590
Health and Human Services Program Coordinator II	\$43,673-\$56,775

**Community Services Reclassification Requests**

Current Title	Current Grade/Step	Current Salary	Current In-hire Range	Requested Title	Requested Grade/Step	Requested Salary	Proposed In-hire Range
Caseworker	12E	\$ 33,187 00	\$ 30 065 00	Indigent Burial Administrator/Caseworker	14E	\$ 36 632 00	\$ 33 187 00

SAO Title(s)	Salary
Case Manager IV	\$ 35,651 00

Current Title	Current Grade/Step	Current Salary	Current In-hire Range	Requested Title	Requested Grade/Step	Requested Salary	Proposed In-hire Range
Reimbursement Clerk	12A	\$30,065	\$ 30,065 00	Same*	Same	Same	Same

\* Same Title-New Job Description Only

AGENDA

ITEM

#27b



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

Date of Request	11-1	Department	GRANTS MANAGEMENT				
Renewal Contract		Orgkey		Object Code			
Contract Start Date	12/2/08	Vendor	SAIC				
Contract End Date	1/25/14	Vendor No		Contract No	B091014		
Description	2012-1 FEMA SRL						
Contract # Issued By Purchasing			Requested Legal Review		Yes _____ No <u>X</u>		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
FEMA SRL	2992	2,799,42	695,30				
Totals		-	-	-	-	-	-
Total Cost							

Approved By \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Department Head Cynthia Hill 8/15/12

Purchasing Agent \_\_\_\_\_

County Legal \_\_\_\_\_

Contract listed in Budget Documentation (Yes/No)

County Budget Office [Signature] 8/15/2012



**Contractor:** The BDR Division of Science Applications International Corporation (SAIC)  
**Client:** Galveston County (COUNTY)  
**Project:** Severe Repetitive Loss Program Administration and Management  
**Effective Date:** April 19, 2011

*The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Professional Services Agreement, Contract No B091014, between SAIC and COUNTY, dated December 2, 2008*

**Scope of Work:**

The COUNTY and SAIC agree SAIC shall provide services described in the Scope of Work attached as Exhibit A

**Compensation:**

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by SAIC's Billing Rates plus reasonable non-labor expenses. Expenses associated with travel, per diem, lodging and mileage will be invoiced at the federally published reimbursement rate at the time the expenses are incurred, and will be billed to the COUNTY, at cost without mark-up.

This project will be performed in three phases as described in Exhibit A. Phases I & II will be implemented with the execution of this Task Order. Phase III will only be initiated by COUNTY with a written notice to proceed under a separate Task Order.

SAIC anticipates utilizing the following positions with an initial not-to-exceed amount of \$681,345.00 for Phase I & II. Phase I will entail providing the necessary preliminary information to the State and FEMA to secure the maximum potential grant funds. Phase I is not greatly impacted by the number of properties submitted. Overall homeowner participation will be determined during Phase II. The following proposal is based upon 100% homeowner participation, however, it is anticipated that actual costs will be proportional to the participation level. All activities associated with developing and implementing an SRL Grant are reimbursable by the grant at the federal share once awarded. Table 1-1 below provides a summary of the positions, hourly rates, hours, and costs.

**Table 1-1: Phase I & II Costs by Position**

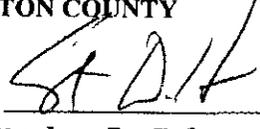
<b>Positions</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Cost</b>
Deputy Program Manager/Project Manager	400	\$180	\$72,000
Construction Manager	550	\$145	\$79,750
Engineer	720	\$140	\$100,800
IT Document Control Manager	188	\$125	\$23,500
Estimator	1316	\$115	\$151,340
Documentation Specialist	1448	\$110	\$159,280
Field Supervisor	40	\$90	\$3,600
Analytical Aide/Asst	285	\$85	\$24,225
Project Expenses			\$66,850
<b>Total Not-to-Exceed</b>			<b>\$681,345.00</b>

Approved by

**SCIENCE APPLICATIONS INTERNATIONAL  
CORPORATION**

Signature   
Name Betty Kamara  
Title Contract Administrator  
Date April 14, 2011

**GALVESTON COUNTY**

Signature   
Name Stephen D. Holmes  
Title Acting County Judge  
Date 4/19/11

## **Scope of Services**

### **Task 1 SRL Preliminary Application Development and Submission**

FEMA has issued a May 16, 2011 deadline to submit SRL applications to be obligated against all remaining funds through fiscal year (FY) 2011. Applications will be accepted on a first come basis until all \$100 million are encumbered. FEMA is very aggressively seeking applications and has specifically reached out to the County and SAIC team members to encourage application submission.

Once received, FEMA will rank and select projects for funding based on eligibility, completeness, and technical reviews of project sub-applications. Because Texas is a target allocation state, FEMA Region VI will conduct BCR reviews and rank eligible mitigation project sub-applications for each state on the basis of the greatest savings to the National Flood Insurance Program as demonstrated by the BCR.

As part of the preliminary application Development, SAIC will conduct both limited data model (LDM) and greatest savings to the fund (GSTF) benefit cost analysis (BCA) for all eligible properties. SAIC will then develop appropriate applications for submission by the deadline.

To maximize the County's sub-application, SAIC will develop the necessary data to submit acceptable applications to maximize the County's potential grant funding. Examples of sub-application components to be developed by SAIC include:

- Property level benefit/cost analysis
- NEPA notifications
- Historical preservation due diligence
- Digital photographs
- GIS layers and files
- Property owner cost share funds verification
- Other reports and documents as necessary or required

The final step of Task 1 is for SAIC to input the County's SRL sub-application into the eGrants program.

### **Task 1 Deliverables**

---

- #1 – LDM and/or GSTF BCA to provide a BCR for each of the eligible properties
- #2 – Property environmental notifications
- #3 – Property historical notifications
- #4 – Develop and submit eGrants application(s)

### **Task 2 Homeowner Engagement, Applications Due Diligence and Strategy Meetings**

Immediately upon successful completion of Phase I SAIC will begin the Phase II process. SAIC will have identified the maximum eligible properties and mitigation strategies during Phase I and will begin

the process of engaging the homeowners and refining the application. The Homeowner Engagement process is a preliminary consultation between the sub-applicant and property owners that have been included in the preliminary SRL applications. SAIC will develop public outreach documents to maximize participation in the preliminary consultation process. The goal of the engagement meeting is to notify the property owner of program requirements, collect sufficient information about the property in order to determine technically feasible and cost-effective mitigating activity types, and determine homeowner preferences for mitigating the property. SAIC, through a property contact database, will ensure that the property owner is notified of the following:

- The SRL program is voluntary
- This process is designed to determine project feasibility and does not represent an offer
- Several eligible mitigation activities may be available and the final decision is one made by the sub-grantee taking into account the homeowner preferences
- A mitigation offer made under the SRL program, if declined, may result in an increase in their flood insurance premium rates to more accurately reflect the risk to that property
- The property owner may appeal insurance premium rate increases that result from declining an SRL program offer of mitigation within the guidelines outlined and explained in the program guidance
- Any offer of mitigation made under the SRL program remains open and available to the property owner so long as funding is available or until the SRL program terminates

From the initial Homeowner Engagement process SAIC will develop a list of volunteer participants that will be scheduled for a subsequent consultation. The secondary consultation will allow SAIC to collect information required to finalize the Applications Due Diligence documentation. Items that may be collected during the consultation include:

- Property information (legal property owner name, names of other entities with a recorded interest in the property, property address, parcel number, etc.)
- Contact information on all tenants who may be adversely impacted by the potential mitigation project
- Preferred, appropriate, and eligible mitigating activities
- Historical information, if any
- Environmental considerations, if any
- Property-specific information where available (structural information, appraisals, deed, etc.)
- National Flood Insurance Program information verification
- Repetitive loss history of property review
- Property owner debrief documents to ensure knowledge and understanding of FEMA flood insurance maps
- Property owner cost share options and plan
- Other information available

In addition, SAIC will perform further review of the County's SRL eligible, participating property list. The applications due diligence will be completed as part of an additional review and will involve gathering readily available data points to gauge the probability of success on a property-by-property

basis and responding to Request for Information from state and federal agencies. Data points that may be considered include

- National Flood Insurance Program claim information
- Property tax roles
- On-site surveys
- Geographic Information System (GIS) files
- Other information as deemed necessary or available

After developing the Applications Due Diligence report, SAIC will schedule and conduct a strategy meeting with project stakeholders to present and discuss SAIC's initial findings. The strategy meeting will serve as an open forum to discuss questions, concerns, challenges, and program options. Prior to concluding the strategy meeting, the stakeholder group and SAIC will establish a direction for moving the program forward. All preliminary applications will be revised based on guidance from the strategy meetings and formal action from the appropriate governing bodies.

At the conclusion of Task 2, SAIC will have contacted each of the 254 property owners, provided program information, collected property-specific information, and inspected all participating properties. After gathering and cross-referencing available data points, SAIC will verify the initial assessment of the estimated benefit/cost ratio (BCR), statement of known feasibility challenges, and other environmental, historical, or regulatory concerns. The product of the applications due diligence will be a letter report on options to move forward for offering participation for each property and will be represented in the final applications. The report will also assess the viability of implementing a minor localized flood reduction project for mitigation purposes in instances where properties are densely located in a geographic area.

The final deliverable of Task 2 will be the development and submission of a final scope and budget for Tasks 3 to implement the program.

### **Task 2 Deliverables**

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- # 5 – Final scope and budget for Task 3
- #6 – Public outreach documents
- #7 – Voluntary Participation agreements indicating property owner's desire to participate from each of the willing and potentially eligible property owners
- #8 – Property Inventory Database
- #9 – Revised SRL Applications
- #10 – Other supporting sub-application documents and reports

### **Task 3 Implementation and Program Management/Monitoring**

After the FEMA Regional Administrator has received notification of property owners who have committed to participating in the program, SAIC will begin the grant program implementation task of the project. For each of the 254 structures (assuming 100 percent participation), SAIC will develop structure specific scopes of work required to complete the mitigating project. This scope of work will be

used as a basis for procurement and project monitoring Activities that will be completed by SAIC as part of Task 3 may include:

- Administration of right-of-entry and associated paperwork
  - Right-of-entry agreement
  - Hold harmless agreement
  - Duplication of benefits disclosure
- Elevation scope of work for each structure from engineering feasibility documents highlighting
  - Methodology
  - Milestones
  - Budget
- Elevation contractor procurement assistance
  - Resource requirements
  - Material and supply requirements
  - Payment terms
- Environmental/historical review status
  - 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))
- Interim project inspections
  - Periodic on-site inspections
  - Progress reporting
  - Milestone certification
- Final project inspection/certification
  - Certificate of satisfactory completion
  - Contractor invoice reconciliation
  - Contractor payment recommendation

**Task 3 Deliverables**

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**Task 3 Deliverables**

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- #11 – Develop and administer project documents
- #12 – Project scoping consultation and support
- #13 – Procurement assistance and review
- #14 – Environmental and historical clearance verification
- #15 – Interim project inspections and reporting
- #16 – Final project inspection, completion certification, and closeout

**Key Team Members**

Thad Leugemors – SAIC FEMA Grants Project Manager  
Jeffrey Ward – FEMA Grants Subject Mater Expert  
Bradley Simpson – SAIC FEMA Grants Consultant

**Potential tasks to be subcontracted**

Property Title Work  
Engineering  
Construction Management  
Surveying



TASK ORDER NO. 2011-1\_FEMA SRL
AMENDMENT NO. 1

This amendment is hereby entered into by Science Applications International Corporation (hereinafter referred to as "SAIC") and Galveston County, Texas (hereinafter referred to as "COUNTY")

WHEREAS, COUNTY and SAIC executed Task Order No 2011-1\_FEMA SRL for services associated with the Severe Repetitive Loss Program Administration and Management

WHEREAS, it has been agreed to by both parties, the following changes are hereby incorporated into Task Order No. 2011-1\_FEMA SRL

Price:

The estimated project cost under this Task Order No 2011-1\_FEMA SRL is increased from six hundred eighty-one thousand, three hundred forty-five (\$681,345.00) dollars to six hundred ninety-five thousand, three hundred twenty (\$695,320 00) dollars

All other terms and conditions, except as duly modified by this amendment, shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this amendment

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

GALVESTON COUNTY, TEXAS

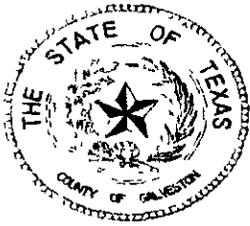
Signature [Handwritten Signature]
Name Betty Kamara
Title Contract Administrator
Date 8/9/12

Signature [Handwritten Signature]
Name Mark Henry
Title County Judge
Date 8/9/12

AGENDA

ITEM

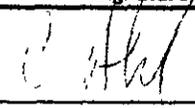
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## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

### Grant Award/Agreement

<b>Agenda Date:</b> 7/24/12		<b>Department:</b> County				
<b>Grant Agency:</b> Texas Automobile Burglary & Theft Prevention Authority			<b>Funding Source:</b>			
<b>Grant Start Date:</b>		<b>Program Year:</b>	<b>Renewal Yes/No:</b> Yes	<b>Last Billing Date:</b>		
<b>Grant End Date:</b>		<b>Program End Date:</b>	<b>Award/Agreement No:</b> SA-TO1-10051-13			
<b>Description:</b>	Galveston County Auto Crimes Task Force					
<b>Grant Org Key:</b>			<b>Grant Type:</b>			
<b>Expenditure Type</b>	<b>Grant (Other) Funded</b>		<b>County Funded</b>		<b>Total Budget</b>	
Salary & Benefit	599,250				599,250	
Non-Labor	390,010				390,010	
Indirect/Admin Costs					-	
Not Yet Determined	9,000				9,000	
<b>Totals:</b>	<b>998,260</b>				<b>998,260</b>	
	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	<b>After FY15</b>	<b>Total</b>
<b>County Funding Requested:</b>						-
<b>County Funding Budgeted:</b>						

<b>Approved By:</b>	<b>Date:</b>	<b>Signature:</b>
Grants Manager:	7/17/12	
Director of Finance:	7/17/2012	

ORIGINAL



July 9, 2012

Honorable Mark Henry  
County Judge  
Galveston County  
722 Moody, 2<sup>nd</sup> Floor  
Galveston, Texas 77550

Re	GRANT NBR	SA-T01-10051-13	YEAR OF FUNDING	20
	APPLICATION	County of Galveston		
	TITLE	Auto Crimes Task Force		
	AMOUNT	\$ 468,779		

Dear Judge Henry

I am pleased to inform you that the above referenced grant is approved in the amount indicated. The grant award must be accepted within 30 days by completing and returning the enclosed grantee acceptance notice to the Texas Automobile Burglary & Theft Prevention Authority.

I look forward to working with you to ensure the success of your program. Any questions relating to the administration of this grant should be directed to our office by calling the Grant Administrator, Jan Gregg (512) 374-5107.

Sincerely,

A handwritten signature in black ink that reads 'Charles Caldwell'.

Charles Caldwell  
Director, ABTPA



## **Watch Your Car**

TEXAS AUTO BURGLARY & THEFT PREVENTION AUTHORITY

4000 Jackson Avenue  
Austin, Texas 78731

Telephone: (512) 374-5101 Facsimile: (512) 374-5110

### **MEMORANDUM**

**TO: Project Directors  
Automobile Burglary and Theft Prevention Authority (ABTPA) Grants**

**FROM: Charles Caldwell, Director  
Automobile Burglary and Theft Prevention Authority**

**SUBJECT: ABTPA Grant Award Documents**

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The enclosed packet contains important documents concerning a grant awarded to your agency by ABTPA. In a separate letter, the authorized official designated in your grant application has been informed of the award.

Also for your information, please be advised that, under separate cover, the designated financial officer has been sent a copy of the documents enclosed in this letter, a set of Request of Funds forms which need to be sent to the ABTPA office; and reference documents, if applicable.

The documents provided should be read carefully and kept in your permanent records. The documents included are listed below:

1. Original Grant Award Letter
2. Original Statement of Grant Award which lists the Special Conditions required prior to the release of funds
3. Original Acceptance Notice
4. Original Budget Digest

The Statement of Grant Award contains a copy of the Approved Budget Summary, which reflects the final grant budget. **This approved budget may or may not be exactly the same as the budget contained in the grant application originally submitted to ABTPA. Because of this, you should compare this document with the application to familiarize yourself with any changes that may have occurred.**

**Please read carefully the approved budget summary and if there are any corrections contact ABTPA before the Acceptance Notice is signed.**

If I can be of assistance, please call 512/374-5107

**Texas Automobile Burglary and Theft  
Prevention Authority  
Statement of Grant Award**

**Grant Number:** SA-T01-10051-13  
**Grantee Name:** Galveston County  
**Project Title:** Galveston County Auto Crimes Task Force  
**Grant Period:** 09/01/2012 - 08/31/2013

**ABTPA Award:** \$468,779  
**Grantee Cash Match:** \$327,661  
**Grantee In-Kind Match:** \$192,820  
**Total Project Cost:** \$989,260

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant. The approved budget is reflected in the attached Approved Budget Summary. This grant is subject to and conditioned upon acceptance of the ABTPA Grant Application and Administration Guidelines (Guide) promulgated for this specific program fund (referenced above) through the Automobile Burglary and Theft Prevention Authority. Applicable special conditions are contained in the Guide or cited below. Total project costs must be accounted for in accordance with the Uniform Grant and Contract Management Standards and the Guide.

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**GRANTEE REQUEST FOR FUNDS**

All Grantee request for funds shall be submitted to ABTPA in accordance with the instructions provided by ABTPA and shall be in the form required by ABTPA. Requests for funds will not be honored until all special conditions outlined on the Statement of Grant Award and that required action on the part of the grantee have been satisfied.

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**GRANT ADJUSTMENTS**

Grantee shall submit written requests for grant adjustments, as required by the applicable ABTPA Rule contained in the Grant Application and Administration Guidelines for this specific program fund.

**Special Conditions and Requirements:**

Interagency Agreement and Approval

JUL 09 2012

AWARD DATE



CHARLES CALDWELL

Automobile Burglary and Theft Prevention Authority  
4000 Jackson Avenue, Austin, Texas 78731 512/374-5101

**TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY  
GRANTEE ACCEPTANCE NOTICE**

**AGREEMENT:**

That whereas Galveston County,  
hereinafter referred to as Grantee, has heretofore submitted a grant application to the Automobile Burglary and Theft  
Prevention Authority, State of Texas, entitled Galveston County Auto Crimes Task Force,  
and further identified by grant number SA-T01-10051-13, and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced  
by the Statement of Grant Award from the Automobile Burglary and Theft Prevention Authority dated 06/26/2012,  
certain special requirements; and

Whereas, the Grantee desires to accept the grant award, the Uniformed Grant and Contract Management Standards,  
and special requirements as evidenced by the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniformed Grant and  
Contract Management Standards and special requirements in the grant application and the Statement of Grant Award  
as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to  
sign the original grant application, or the official's successor, as presiding officer of and on behalf of the governing  
body of this grantee, and

Now, therefore, the Grantee shall designate either the project director or the financial officer to coordinate  
and be solely responsible for submission of adjustments pertaining to both program and financial elements of  
the application, and the POSITION authorized to submit adjustments  
is \_\_\_\_\_.

**NON-LOBBYING CERTIFICATION:**

We, the undersigned, certify that none of the grant funds, regardless of their source or character,  
including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or  
the passage or defeat of any legislative measure

A finding that a grantee has violated the certification shall result in the immediate termination of funding of the  
project and the grantee shall not be eligible for future funding from the Automobile Burglary and Theft Prevention  
Authority

Certified By. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Project Director

\_\_\_\_\_  
Signature of Project Manager

\_\_\_\_\_  
Name & Title(must print or type)

\_\_\_\_\_  
Name & Title(must print or type)

\_\_\_\_\_  
Official Agency Address(street or post office box)

\_\_\_\_\_  
Official Agency Address(street or post office box)

\_\_\_\_\_  
City/Zip Code/Telephone Number

\_\_\_\_\_  
City/Zip Code/Telephone Number

  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Financial Officer

MARK HENRY COUNTY JUDGE  
Name & Title (must print or type)

\_\_\_\_\_  
Name & Title (must print or type)

722 Moody  
Official Agency Address (street or post office box)

\_\_\_\_\_  
Official Agency Address (street or post office box)

Galveston/77550/(409) 762-8621  
City/Zip Code/Telephone Number

\_\_\_\_\_  
City/Zip Code/Telephone Number

**Texas Burglary and Automobile Theft  
Prevention Authority  
Approved Budget Summary**

<b>Grant Number:</b>	SA--T01-10051-13	<b>Region:</b>	1600
<b>Grantee:</b>	Galveston County	<b>Date:</b>	07/10/12
<b>Project Title:</b>	Galveston County Auto Crimes Task Force		
<b>Grant Period:</b>	09/01/2012 to 08/31/2013		
<b>Funding Source:</b>	Auto Burglary & Theft Prevention Authority		

	<b>ABTPA</b>	<b>Cash Match</b>	<b>In-Kind</b>	<b>TOTAL</b>
<b>A. Personnel:</b>	\$394,249	\$205,001		\$599,250
<b>B. Contractual:</b>			\$8,820	\$8,820
<b>C. Travel:</b>	\$10,000	\$2,000		\$12,000
<b>D. Equipment:</b>			\$100,000	\$100,000
<b>E. Supplies:</b>	\$64,530	\$120,660	\$84,000	\$269,190
<b>F. Indirect:</b>				\$0
<b>Total:</b>	<b>\$468,779</b>	<b>\$327,661</b>	<b>\$192,820</b>	<b>\$989,260</b>

**Budget Detail:**

- A. Commander \$59,991, Asst Commander \$59,991, Agent Galveston PD \$58,884, Agent Santa Fe PD \$50,400, Agent La Marque PD \$44,000, Agent Galveston County Constable \$43,519, Agent Hitchcock \$31,500, Agent Galveston County Sherff Office Environmental \$11,998, Office Manager/Analyst \$33,966
- C. In-State ABTPA Meetings \$5,840, TAVTI \$2,700, Southwest NATIA \$570, DPS Auto Theft Training \$890,
- E. Fuel \$5,000, Vehicle Maintenance/Insurance \$20,945, Wireless Communications \$19,145, Departmental Supplies \$4,500, Registrations \$2,100, Crime Prevention Supplies \$5,000, Office Supplies \$2,500, Building Maintenance \$1,000, Evidence Towing \$500, Service Contracts \$3,840

## INTERAGENCY AGREEMENT

STATE OF TEXAS

COUNTY OF GALVESTON

This **Agreement** is entered into by and between the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as “**County**”, and the City of Santa Fe, a municipal corporation situated in Galveston County, Texas, hereinafter called “**City**”, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

### WITNESSETH

**WHEREAS**, the County of Galveston and City of Santa Fe wish to file a joint grant application with the Automobile Theft Prevention Authority of the State of Texas, for funding in the amount of \$468,779 for the Galveston County Auto Crimes Task Force, and

**WHEREAS**, the County and City have agreed to contribute the total of \$415,467 in matching funds if said joint application is approved; and

**WHEREAS**, the source of funds would not normally be used for this purpose; and

**WHEREAS**, the County and City believe it to be in their best interests to join in the application to develop an Auto Crimes Task Force

**WHEREAS**, the County and City agree to each accept the responsibility to adhere to all pertinent federal, state, and local laws or regulations.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I**

**PURPOSE**

1.1 The purpose of this **Agreement** is to allow County and City to file joint application for a Grant, with the Automobile Theft Prevention Authority, which creates The Galveston County Auto Crimes Task Force which application is attached hereto as **Exhibit "A"** and made a part hereof for all purposes.

**ARTICLE II**

**TERM**

2.01 The term of this **Agreement** is to commence on the execution of this **Agreement** and to end August 31, 2013.

**ARTICLE III**

**CONSIDERATION**

3.01 As consideration for this agreement, County and City agree to contribute a total of \$415,467 in matching funds for the enhancement of the Galveston County Auto Crimes Task Force in the amount as follows:

<u>County</u>	Cash Match <u>\$203,339</u>	In-Kind Match <u>\$192,820</u>
<u>City</u>	Cash Match <u>\$19,308</u>	In-Kind Match <u>\$0</u>

**ARTICLE IV**  
**ALLOCATION OF FUNDS**

4.1 The specific allocation of the County and City fund is set out in the attachments to this agreement, marked as **Exhibit "A"** and made a part hereof for all purposes

**ARTICLE V**  
**OWNERSHIP OF EQUIPMENT**

5.1 Upon termination of this **Agreement**, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject to the approval of the Automobile Theft Prevention Authority of the State of Texas

**ARTICLE VI**  
**AMENDMENTS**

6.1 This **Agreement** may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

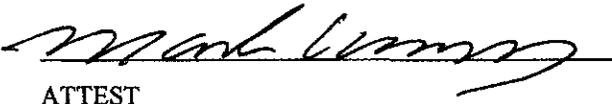
**ARTICLE VII**  
**LEGAL CONSTRUCTIONS**

7.1 In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect of such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE VIII**  
**ENTIRE AGREEMENT**

8 1 This **Agreement** supersedes any and all other agreements, either oral or in writing, between parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this **Agreement** which is not contained herein shall be valid or binding

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 26<sup>th</sup> DAY OF July, 2012.**

  
ATTEST

**Mark Henry**

**County Judge, Galveston County**

APPROVED

  
ATTEST

**Ralph Stenzel**

**Mayor, City of Santa Fe**

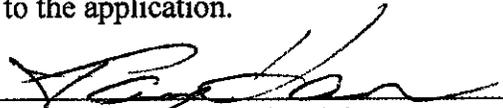
APPROVED

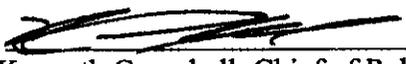
Special Condition

**COOPERATIVE WORKING AGREEMENT**

This is to certify that the objectives of the Galveston County Auto Crimes Task Force grant application for fiscal year **2013** funding by the Automobile Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

Additionally, the City of Santa Fe is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Signed:   
Tommy Hansen, Project Director  
Galveston County Auto Crimes Task Force  
(name of applicant organization or its contractor who operates the program)

Signed:   
Kenneth Campbell, Chief of Police  
City of Santa Fe  
(name of external organization)

Date: 7/19/2012

## INTERAGENCY AGREEMENT

STATE OF TEXAS

COUNTY OF GALVESTON

This Agreement is entered into by and between the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as "County", and the City of Galveston, a municipal corporation situated in Galveston County, Texas, hereinafter called "City", pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

### WITNESSETH

WHEREAS, the County of Galveston and City of Galveston wish to file a joint grant application with the Automobile Theft Prevention Authority of the State of Texas, for funding in the amount of \$468,779 for the Galveston County Auto Crimes Task Force, and

WHEREAS, the County and City have agreed to contribute the total of \$428,500 in matching funds if said joint application is approved; and

WHEREAS, the source of funds would not normally be used for this purpose, and each party making payments under this Agreement shall make payments from current revenues available to it; and

WHEREAS, the County and City believe it to be in their best interests to join in the application to develop an Auto Crimes Task Force.

WHEREAS, the County and City agree to each accept the responsibility to adhere to all pertinent federal, state, and local laws or regulations.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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**PURPOSE**

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**ARTICLE III**

**CONSIDERATION**

3.01 As consideration for this agreement, County and City agree to contribute a total of \$428,500 in matching funds for the enhancement of the Galveston County Auto Crimes Task Force in the amount as follows:

<u>County</u>	Cash Match <u>\$203,339</u>	In-Kind Match <u>\$192,820</u>
<u>City</u>	Cash Match <u>\$32,341</u>	In-Kind Match <u>\$0</u>

**ARTICLE IV**  
**ALLOCATION OF FUNDS**

4.1 The specific allocation of the County and City fund is set out in the attachments to this agreement, marked as **Exhibit "A"** and made a part hereof for all purposes.

**ARTICLE V**  
**OWNERSHIP OF EQUIPMENT**

5.1 Upon termination of this **Agreement**, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject to the approval of the Automobile Theft Prevention Authority of the State of Texas.

**ARTICLE VI**  
**AMENDMENTS**

6.1 This **Agreement** may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

**ARTICLE VII**  
**LEGAL CONSTRUCTIONS**

7.1 In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect of such invalidity, illegality, or unenforceability

shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE VIII**  
**ENTIRE AGREEMENT**

8.1 This **Agreement** supersedes any and all other agreements, either oral or in writing, between parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this **Agreement** which is not contained herein shall be valid or binding.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 6th DAY OF September, 2012.**

  
\_\_\_\_\_

ATTEST

**Mark Henry**

**County Judge, Galveston County**

APPROVED

  
\_\_\_\_\_

ATTEST

**Lewis Rosen**

**Mavor, City of Galveston**

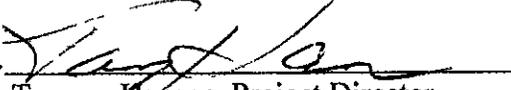
APPROVED

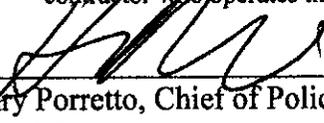
Special Condition

**COOPERATIVE WORKING AGREEMENT**

This is to certify that the objectives of the Galveston County Auto Crimes Task Force grant application for fiscal year **2013** funding by the Automobile Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

Additionally, the City of Galveston is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Signed:   
Tommy Hansen, Project Director  
Galveston County Auto Crimes Task Force  
(name of applicant organization or its contractor who operates the program)

Signed:   
Henry Porretto, Chief of Police  
City of Galveston  
(name of external organization)

Date: 7/19/12

## INTERAGENCY AGREEMENT

STATE OF TEXAS

COUNTY OF GALVESTON

This **Agreement** is entered into by and between the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as “**County**”, and the City of Hitchcock, a municipal corporation situated in Galveston County, Texas, hereinafter called “**City**”, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

### WITNESSETH

**WHEREAS**, the County of Galveston and City of Hitchcock wish to file a joint grant application with the Automobile Burglary and Theft Prevention Authority of the State of Texas, for funding in the amount of \$468,779 for the Galveston County Auto Crimes Task Force, and

**WHEREAS**, the County and City have agreed to contribute the total of \$412,130 in matching funds if said joint application is approved; and

**WHEREAS**, the source of funds would not normally be used for this purpose; and

**WHEREAS**, the County and City believe it to be in their best interests to join in the application to develop an Auto Crimes Task Force.

**WHEREAS**, the County and City agree to each accept the responsibility to adhere to all pertinent federal, state, and local laws or regulations.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I**

**PURPOSE**

1.2 The purpose of this **Agreement** is to allow County and City to file joint application for a Grant, with the Automobile Theft Prevention Authority, which creates The Galveston County Auto Crimes Task Force which application is attached hereto as **Exhibit "A"** and made a part hereof for all purposes.

**ARTICLE II**

**TERM**

2 01 The term of this **Agreement** is to commence on the execution of this **Agreement** and to end August 31, 2013.

**ARTICLE III**

**CONSIDERATION**

3.01 As consideration for this agreement, County and City agree to contribute a total of \$412,130 in matching funds for the enhancement of the Galveston County Auto Crimes Task Force in the amount as follows:

<u>County</u>	Cash Match <u>\$203,339</u>	In-Kind Match <u>\$192,820</u>
<u>City</u>	Cash Match <u>\$15,971</u>	In-Kind Match <u>\$0</u>

**ARTICLE IV**  
**ALLOCATION OF FUNDS**

4.1 The specific allocation of the County and City fund is set out in the attachments to this agreement, marked as **Exhibit "A"** and made a part hereof for all purposes

**ARTICLE V**  
**OWNERSHIP OF EQUIPMENT**

5.1 Upon termination of this **Agreement**, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject to the approval of the Automobile Theft Prevention Authority of the State of Texas.

**ARTICLE VI**  
**AMENDMENTS**

6.1 This **Agreement** may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement

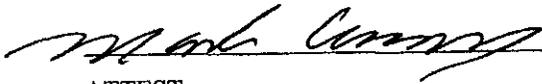
**ARTICLE VII**  
**LEGAL CONSTRUCTIONS**

7.1 In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect of such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE VIII**  
**ENTIRE AGREEMENT**

8 1 This **Agreement** supersedes any and all other agreements, either oral or in writing, between parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this **Agreement** which is not contained herein shall be valid or binding.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 6th DAY OF September, 2012.**

  
ATTEST

**Mark Henry**

**County Judge, Galveston County**

APPROVED

  
ATTEST

**Anthony Matranga**

**Mayor, City of Hitchcock**

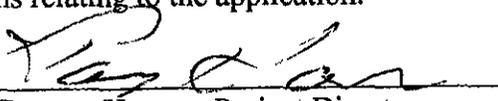
APPROVED

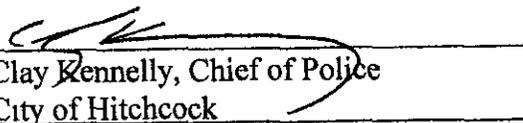
Special Condition

**COOPERATIVE WORKING AGREEMENT**

This is to certify that the objectives of the Galveston County Auto Crimes Task Force grant application for fiscal year **2013** funding by the Automobile Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

Additionally, the City of Hitchcock is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Signed:   
Tommy Hansen, Project Director  
Galveston County Auto Crimes Task Force  
(name of applicant organization or its contractor who operates the program)

Signed:   
Clay Kennelly, Chief of Police  
City of Hitchcock  
(name of external organization)

Date. 07 / 20 / 2012