GALVESTON COUNTY COMM+ISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
JANUARY 19, 2011 – 9:30 – A.M.

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

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

Pledge of Allegiance and Invocation

1. *Receive and file FY 2010 Chapter 59 Asset Forfeiture Report submitted by Constable Pct. 4.

2. *Consideration of a permit to Valero Energy Corp. to excavate in the Texas City Hurricane Levee R.O.W. to repair a pipeline near Loop 197 submitted by the County Engineer.

3. *Receive and File Order for appointment of Court Reporter as submitted by Judge of County Court At Law Number One.

4. *Receive and File Order for appointment of Court Reporter as submitted by Judge of County Court At Law Number Two.

5. *Receive and File Order for appointment of Court Reporter as submitted by Judge of County Court At Law Number Three.

6. *Consideration of approval of an agreement between Jack Roady, Criminal District Attorney, and Lyn McClellan for special prosecutor services, submitted by the Criminal District Attorney.

7. *Consideration of Appointment of Deputy as submitted by Pam Matranga, Constable Precinct Number 7.

8. *Consideration of appointments to the Drug Court Steering Committee submitted by 10th Judicial District Court Judge.

9. *Consideration of Authorizing the County Judge to sign the Automated Standard Application for Payment (ASAP) Officials Authorization Form submitted by the Grants Manager.

10. *Consideration of Authorizing the County Judge to sign the Designation of Applicant's Agent - FEMA 1791 EM TX submitted by the Grants Manager.

11. *Consideration of Authorizing the County Judge to sign Notification letter to the Office of the Attorney General submitted by the Grants Manager.

12. *Approval of accounts payable checks dated 1/19/11 as submitted by County Auditor, Cliff Billingsley.

13. *Consideration of Order for supplemental payroll period pending 1/15/2011 as submitted by County Auditor, Cliff Billingsley.

14. *Consideration of condensed condition of funds statement as of 10/31/2010 as submitted by J. Modzelewski, County Auditor's Office.

15. *Consideration of Order for monthly health insurance claims made by Boon Chapman for the month ending 10/31/2010 as submitted by J. Modzelewski, First Asst. County Auditor's Office.

16. *Consideration of Order for monthly Worker's Compensation claims made by the Littleton Group for the month ending 10/31/2010 as submitted by J. Modzelewski, First Asst. County Auditor's Office.

17. *Consideration of Internal Audit report of social services review for period of 7/26/10 to 12/4/2010 as submitted by Ron Chapa, First Assistant County Auditor's Office.

18. *Consideration and Consent of Tax Refunds in excess of $2,500 as submitted by Assessor and Collector of Taxes.

0019-0055-0000-000	1112-0001-0019-000	1113-0006-0010-000
1192-0004-0003-000	1366-0005-0049-000	1381-0003-0030-000
1382-0003-0020-000	1382-2001-0036-000	1406-0004-0003-000
1450-0006-0013-000	1520-0003-0007-000	1642-0006-0003-000
1788-0003-0009-000	2355-0000-0017-000	2960-0001-0024-000
2964-0006-0001-001	2965-0087-0003-000	3065-0004-0008-000
3065-0008-0006-000	3160-0000-0034-000	3311-0008-0013-000
3505-0432-0003-000	3510-0017-2014-001	3510-0037-2008-002
3510-0063-3007-001	3854-0191-0002-000	3866-0000-0001-005
4056-0000-0001-000	4191-0011-0005-000	4206-0000-0017-000
4213-0000-0008-000	4483-0002-0013-000	4502-0001-0005-000
4502-0007-0009-000	4769-0000-0003-200	4872-0001-0016-000
4876-0001-0012-000	4893-0001-0001-000	5287-0000-0364-000
5351-0002-0008-000	5380-0000-0035-000	5458-0001-0011-000
5459-0001-0027-000	5459-0005-0014-000	5516-0003-0003-000
5568-0002-1006-000	5880-0000-0039-000	5926-0000-0048-000
6039-0001-0007-000	6241-0005-0007-000	6381-0000-1560-000
6482-0000-0018-000	6624-2002-0006-000	6640-0000-0011-000
6683-0000-0005-000	6689-0001-0009-000	6760-0002-0004-000
6760-0002-0010-000	6905-0001-0023-000	6906-0004-0018-000

7011-0002-0049-000	7102-0000-0001-000	7142-0000-0039-000
7323-0009-0202-000	7340-0000-0015-000	7380-0000-0024-000
7380-0000-0069-000	7556-0003-0001-000	7575-0000-0010-000
7603-2002-0002-000	7695-0000-0024-000	7785-0000-0032-000
1100-0038-0019-002	1914-0000-0001-000	3484-0004-0003-000
3505-0387-0012-000	3882-0000-0002-000	4879-0002-0018-000
4893-0001-0001-000	5481-0000-0007-000	5515-0008-0017-000
5602-0001-0027-000	6246-0020-0007-004	6431-0003-0031-000
7132-0000-0011-000	7248-1002-0006-000	8600-0671-1287-000

19. Consideration of request for waiver or refund of Tax Penalty and Interest of the following:

    a. Account No.:3925-0001-00180-000 Clarence Jankowiak

    b. Account No.:4928-0000-0005-000 Coastline Retail Center Inc. c/o Scott Heikkila

    c. Account No.:86000-0470-3939-006 Sayed Food of La Marque Corp. c/o Sayed Abdul

    d. Account No.:5683-0000-0002-001 & 5683-0000-0006-000 Sauer-Skloss LTD

    e. Account No.:5485-0000-0002-000 Ronald Frugia

20. Consideration of authorizing the County Purchasing Agent to advertise for bids for the following projects as submitted by the County Engineer:

    a. Repair and recoating the pump bay gates and guides on the La Marque pump station.

    b. Removal of the deteriorated discharge pipes of the old La Marque pump station and restoration of the hurricane levee.

21. Consideration of Amendment No. 1 to the LTRA engineering agreement for the Lawrence Road Reconstruction Project submitted by County Engineer.

22. Consider of recommendation to award a contract on the following RFP's and bids submitted by the Purchasing Agent.

    a) RFP #B111024 Voice Communication Services for Galveston County;

    b) RFP #B112006 Nuisance Abatement Services

    c) RFP #B112004 Veterans Sports Complex in Jack Brooks Park

d) RFP #b111014 Vibratory Soil Compactor/Steel Wheel Roller

e) Bid #B111023 Dolphin Park Promenade Reconstruction

f) Bid #B112007 Portable Toilet Service for Galveston & Mainland

g) Bid #B112008 Recycled Crushed Concrete

h) Bid #B111009 Hot Rubber Crack Sealing Machine

i) Bid #B111018 6-8 Yard Dump Truck

j) Bid #B111019 Rubber Tire Roller

k) Bid #B111020 Beach Tractor/Loader – 80HP

l) Bid #B111022 Slope Mower

23. Consideration to authorize an extension of RFP #B082030 Janitorial Supplies.

24. Consideration of approving the contract with The Children's Center with term dates of October 1, 2009 through October 1, 2011 submitted by Community Services.

25. Consideration of Authorizing the FY 2011 payment of $15,000.00 to the Galveston Windstorm Action Committee, Inc. approved by Commissioners' Court in the FY 2010 budget on September 1, 2010 submitted by Community Services.

26. Consideration of authorizing the Community Services Division to pay the approved FY 2011 amounts for Emergency Medical Services to the Galveston County Health District for East and West Unincorporated Areas of Galveston County under perpetual contracts originally approved by the Court in 2006.

27. Consideration of execution of grant agreement between Galveston County Department of Parks & Senior Services and the Texas Department of Agriculture for the Texans Feeding Texans: Home-Delivered Meal Grant Program, submitted by the Parks and Senior Services Director.

28. Consideration for authorizing the installation of four signs near elementary schools in San Leon regarding "Cell Phone Use Prohibited" as submitted by Road and Bridge Dept.

29. Consideration of renewing contract with Lexis Nexis as submitted by Director of Justice Administration.

30. Consideration of budget amendments as submitted by the Budget Office

Fiscal Year	Amendment #	Description
2011	11-028-0119-A	Various Departments- Request to reorganize and reclassify various positions in Galveston County Departments.
2011	11-029-0119-B	Engineering- Request to budget the BNSF Force Account Work on the Galveston County Causeway Railroad Bridge Project.
2011	11-030-0119-C	Engineering- Request to budget for monitoring repairs to a crude oil pipeline located in the hurricane levee.
2011	11-031-0119-D	Sheriff's Office- Request to budget monthly Career Ladder and Certification Pay increases for Sheriff's Office positions.
2011	11-032-0119-E	Information Technology- Request to fund an in-policy demotion.

31. Consideration of acceptance of a bid from Lowe's Home Centers, Inc. for the purchase of an 11.39 acre tract of land, more or less, located adjacent to the Justice Administration Center on Galveston Island submitted by County Legal.

32. Consideration of execution of an Agreement to Sell and Purchase Real Estate on the sale of an 11.39 acre tract of land, more or less, located adjacent to the Justice Administration Center on Galveston Island submitted by County Legal.

33. Consideration of execution of contract between Interface EAP, Inc., the Galveston County Community Supervision and Corrections Department, and the County for an Employee Assistance Program (EAP), and between Interface EAP, Inc. and the County for Behavioral Healthcare Management, submitted by Human Resources and County Legal.

34. Consideration of Resolution on Gulf Coast Water Authority (GCWA) on pending legislation as submitted by the County Judge.

35. Consideration of Resolution to change Commissioners' Court meeting day, time and frequency submitted by County Judge.

36. Consideration of Replacement of Board Members to 911 Board and TIRZ 11, 12, 13, 14 as submitted by the County Judge.

37. Consideration of authorizing the County Judge to sign Request for Release of Funds and Certification forms for the San Leon and Port Bolivar fire station projects submitted by

the Emergency Management Coordinator.

38. Consideration of authorizing the County Judge to sign Grant Adjustment Notice from the Texas Department of Public Safety closing out the 2008 Regional Catastrophic Preparedness Grant submitted by the Emergency Management Coordinator.

39. Consideration of Hurricane IKE issues submitted by the Emergency Management Coordinator:

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

    b. Consideration of authorizing execution of Revised Contracts for Sale under the Hazard Mitigation Grant Program.

    c. Consideration of authorizing concurrence with consultant's recommended March 1, 2011 deadline for citizen participation in the Hazard Mitigation Grant Program ("Buyout Program") submitted by the Emergency Management Coordinator.

    d. Consideration of acceptance of grant award from the Texas Department of Public Safety/Division of Emergency Management for elevation of up to seven properties under the Hazard Mitigation Grant Program submitted by the Emergency Management Coordinator.

    e. Approval of the Housing Department Demolition Policies and Procedures and Check List as presented by Housing.

    f. Approval of amendment to Contract No. 70090014 between TDHCA and Galveston County to increase the reconstruction and new construction maximum assistance for households located in flood zones A and V from $125,000 to $145,000 for no more than 50 households as presented by Housing.

    g. Approval of the Revised General Provision for the GCHAP as presented by Housing.

WORKSHOP MEETING – AGENDA
BEGIN IMMEDIATELY AFTER THE REGULAR MEETING
BREAK FOR LUNCH FROM NOON TO 1:30 P.M.
RESUME WORKSHOP AT 1:30 P.M.

Workshop Items

1. Explore Employee Benefits from AFLAC as presented by Barbara Meeks

2. Discuss and understand ABS line payments and fund balances.

3. Legislative agenda.

4. Update on 2008 Facilities Issue as submitted by Dudley Anderson.

5. Discuss Interlocal Agreement with Galveston County Appraisal District (GCAD) on Mid-County Annex.

6. Health Care Issues between Galveston County and Galveston Appraisal District

7. Combining the Santa Fe and Texas City Branch Offices of the Galveston County Tax Office as submitted by the Tax Office.

8. Severe and repetitive loss as presented by John Simsen

9. Dome Shelter as presented by John Simsen

10. Update on 2008 Road Bond Issue as submitted by Mike Fitzgerald

AGENDA ITEM #1

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Galveston County Const. Pct 4

Reporting Period (local fiscal year): 10/01/09 - 9/30/10

Agency Mailing Address: P.O. Box 697
Santa Fe, Tx 77510

example: 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc

Phone Number: 409-770-5483

County: Galveston County, Tx

Email Address: Jimmy.Fullen@co.galveston.tx.us

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period Include funds that may have been forfeited but have not been transferred to your agency s forfeiture account **Do not** include funds that are in an account held by another agency, e g , the District Attorney s account — $ -0-

B) Seizures During Reporting Period
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59 03 is sworn to by a peace officer employed by your agency

1) Amount seized and retained in your agency's custody — $ -0-

2) Amount seized and transferred to the District Attorney pending forfeiture — $ -0-

C) Amount Returned to Defendants/Respondents (If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies Make copies of the schedule and add additional sheets as necessary) — $ -0-

D) Ending Balance
Instructions: Add lines A and B(1), subtract line C put total in line D — $ -0-

II. FORFEITED FUNDS

A) Beginning Balance
Instructions Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency s account or in your agency's possession) at beginning of the reporting period including interest **Do not** include funds that have been forfeited but not yet received by your agency — $ -0-

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period
Instructions· Do not include amounts forfeited but not yet received by your agency, interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture — $ -0-

C) Interest Earned on Forfeited Funds During Reporting Period
Instructions. Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e g the District Attorney's account $ -0-

D) Proceeds Received by Your Agency From Sale of Forfeited Property
Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies Make copies of the schedule and add additional sheets as necessary $ -0-

E) Total Expenditures of Forfeited Funds During Reporting Period
Instructions. From Total on Section VI $ -0-

F) Ending Balance
Instructions Add lines A through D, subtract line E, place total in line F $ -0-

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories Include only those seizures where a seizure is made by a peace officer employed by your agency If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies Make copies of the schedule and add additional sheets as necessary

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers etc)	—	—	—	—
2) REAL PROPERTY (Count each parcel seized as one item)	—	—	—	—
3) COMPUTERS (Include computer and attached system components, such as printers and monitors as one item)	—	—	—	—
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59 Do not include weapons disposed under Chapter 18)	—	—	—	—
5) Other Property - Description _____	—	—	—	—
Other Property -Description _____	—	—	—	—
Other Property -Description _____	—	—	—	—

IV FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer

A)	Motor Vehicles (the number of vehicles, not a currency amount)	-0-
B)	Real Property (the number of separate parcels of property, not a currency amount)	-0-
C)	Computers (the number of computers, not a currency amount)	-0-
D)	Firearms (the number of firearms, not a currency amount)	-0-
E)	Other (the number of items, not a currency amount)	-0-

V FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer

A)	Motor Vehicles (the number of vehicles, not a currency amount)	-0-
B)	Real Property (the number of separate parcels of property not a currency amount)	-0-
C)	Computers (the number of computers not a currency amount)	-0-
D)	Firearms (the number of firearms, not a currency amount)	-0-
E)	Other (the number of items not a currency amount)	-0-

VI EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget List the total amount expended for each of the following categories If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category

A)		Total Salaries Paid out of Chapter 59 Funds	$ -0-
	1	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	$ -0-
	2	Salary Budgeted Solely From Forfeited Funds	$ -0-
	3	Number of employees Paid Using Forfeiture Funds	-0-
B)		Total Overtime Paid out of Chapter 59 Funds	$ -0-
	1	For employees Budgeted by Governing Body	$ -0-
	2	For Employees Budgeted Solely out of Forfeiture Funds	$ -0-
	3	Number of employees Paid Using Forfeiture Funds	0
C)		Total Equipment Paid for with Chapter 59 Funds	$ -0-
	1	Vehicles	$ -0-
	2	Computers	$ -0-
	3	Firearms, Vests, Personal Equipment	$ -0-

	4	Furniture	$ -0-
	5	Software	$ -0-
	6	Maintenance Costs	$ -0-
	7	Uniforms	$ -0-
	8	K9 Related Costs	$ -0-
	9	Other (Provide Detail on Additional Sheet)	$ -0-
D)		Total Supplies Paid Out of Chapter 59 Funds	$ -0-
	1	Office Supplies	$ -0-
	2	Cellular Air Time	$ -0-
	3	Internet	$ -0-
	4	Other (Provide Detail on Additional Sheet)	$ -0-
E)		Total Travel Paid Out of Chapter 59 Funds	$ -0-
	1	In State Travel	
		a) Hotel	$ -0-
		b) Air Fare	$ -0-
		c) Meals (including per diem)	$ -0-
		d) Car Rental	$ -0-
	2	Out of State Travel	
		a) Hotel	$ -0-
		b) Air Fare	$ -0-
		c) Meals (including per diem)	$ -0-
		d) Car Rental	$ -0-
	3	Fuel	$ -0-
	4	Parking	$ -0-
	5	Other (Provide Detail on Additional Sheet)	$ -0-
F)		Total Training Paid Out of Chapter 59 Funds	$ -0-
	1	Fees (Conferences, Seminars)	$ -0-
	2	Materials (Books, CDs, Videos etc)	$ -0-
	3	Other (Provide Detail on Additional Sheet)	$ -0-
G)		Total Investigative Costs Paid Out of Chapter 59 Funds	$ -0-
	1	Informant Costs	$ -0-
	2	Buy Money	$ -0-
	3	Lab Expenses	$ -0-
	4	Other (Provide Detail on Additional Sheet)	$ -0-

H)		Total Prevention / Treatment Programs/ Financial Assistance (pursuant to Articles 59 06 (h) (I), (j) (n))	$ -0-
I)		Total Facility Costs Paid Out of Chapter 59 Funds	$ -0-
	1	Building Purchase	$ -0-
	2	Lease Payments	$ -0-
	3	Remodeling	$ -0-
	4	Maintenance Costs	$ -0-
	5	Utilities	$ -0-
	6	Other (Provide Detail on Additional Sheet)	$ -0-
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$ -0-
	1	Court Costs	$ -0-
	2	Filing Fees	$ -0-
	3	Insurance	$ -0-
	4	Witness Fees	$ -0-
	5	Audit Costs and Fees	$ -0-
	6	Other (Provide Detail on Additional Sheet)	$ -0-
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)	$ -0-
L)		TOTAL EXPENDITURES	$ -0-

NOTE: BOTH CERTIFICATIONS NEED TO BE COMPLETED, unless your agency is not governed by a Commissioner's Court or City Council. Then only the Agency Head Certification needs to be completed

CERTIFICATION

COUNTY JUDGE or MAYOR (Printed Name) Mack Henry, County Judge

SIGNATURE [signature]

DATE January 19, 2011

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information

SWORN TO AND SUBSCRIBED before me this 19 day of Jan, 2011

LOU ANN CASALINI
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-20-2013

[signature]
Notary Public in and for the State of Texas

CERTIFICATION

AGENCY HEAD (Printed Name) Jimmy Fullen

SIGNATURE Jimmy Fullen

DATE 1-3-10

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59 06 of the Code of Criminal Procedure I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2011

CINDY GILLIAM
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05-31-11

Cindy Gilliam
Notary Public in and for the State of Texas

RETURN COMPLETED FORM TO

Office of the Attorney General
Criminal Prosecutions Division
P O Box 12548
Austin, TX 78711-2548
Attn Kent Richardson
(512)936-1348
FAX (512)494-8283
E-mail kent richardson@oag state tx us

AGENDA ITEM #2

Robertson, Elizabeth

From: Robertson, Elizabeth
Sent: Monday, January 10, 2011 9:57 AM
To: Grady, Patricia
Cc. Fitzgerald, Mike
Subject: CONSENT AGENDA

Mrs Grady,

Mike has requested that you please place the following on the next available consent agenda.

"Consideration of a permit to Valero Energy Corp to excavate in the Texas City Hurricane Levee R O W to repair a pipeline near Loop 197 submitted by the County Engineer"

Elizabeth A. Robertson
Administrative Coordinator for G Michael Fitzgerald P E
County Engineer
Galveston County
722 Moody
Galveston, TX 77550
409 770 5399
409 770 5557 fax

PERMIT TO EXCAVATE IN THE TEXAS CITY HURRICANE LEVEE R O W TO REPAIR A PIPELINE NEAR LOOP 197

To Applicant Valero Energy Corp
P O Box 3429
Texas City, Texas 77592

PERMIT NUMBER TCSW 11-335

Gentlemen

You are hereby granted authority to excavate in the Texas City Hurricane Levee R O W to inspect and repair a pipeline near Loop 197

Your authority is granted under the following terms, limitations and conditions

1 Excavation of the Hurricane Levee R O W is hereafter sometimes referred to as the "Permitted Premises"

2 Your use of the Permitted Premises is limited to excavation in the Texas City Hurricane Levee ROW to inspect and repair a pipeline per plans prepared by Gulf Coast Engineering & Surveying dated January 13, 2010 and a letter from Gulf Coast Engineering & Surveying dated January 12, 2010 Any other use of the Permitted Premises will automatically revoke this Permit

3 The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations

4 The County does not warrant in any manner that any portion of Levee R O W is suitable for the permitted purposes You agree that the areas within the R O W are in good repair You must satisfy yourself that Permitted Premises should be capable of safely being used If you cannot satisfy yourself to this condition you may not excavation in the levee

5 This Permit is being given exclusively to you It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors

6 Any matters relating to this permit shall be addressed to Mike Fitzgerald, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409-770-5399, or fax number 409-770-5557

7 The County may permit parties other than you to have use of the Permitted Premises during the permitted period We will attempt to provide you with the names of such other permitted parties

8 You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations

9 Your operations will be performed without cost or expense to the County

10 You agree to be responsible for all damages to the R O W and Levee caused by your vehicles, equipment of operations or by vehicle, equipment or operations of others acting on your behalf The County's consultant will determine the extent of such damage and you agree to be bound by his determination

11 The County will employ (at your expense) a consultant to continuously monitor the Permitted Premises at all times during your usage of same The consultant will report to the County and Permittee You will provide advance payment of the anticipated monthly monitoring fees to Galveston County with the first month being paid on Issuance Date You will make application for any unexpended advance payment directly to the County Monthly estimate is $10,000 00

12 You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises or the levee resulting from your operations or the operations of others acting on your behalf in an expedient manner

13 The County, acting through its consultant, will make all inspections and submit all claims for damages to you within a timely manner

14 Any use of the Permitted Premises, other than excavation in the Texas City Hurricane Levee to inspect and repair a pipeline per plans prepared by Gulf Coast Engineering & Surveying requires a new permit

15 You furnish upon Issuance Date the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person of property of third parties that are caused by vehicles, equipment or your operations, such third party general liability being with bodily injury limits not used less the $250,000 per person, and $500,000 per accident, and property damage limits of not less that $50,000 per accident If you are self insured this does not apply

16. YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.

17 You agree to these conditions by signing below

Dated this 19th day of January, 2011

COUNTY OF GALVESTON,

By _____
Mark Henry, County Judge

ATTEST

By _____
Dwight Sullivan, County Clerk

Valero Energy Corp

By _____
Signature

Complex Manager
Printed Name and Title

W:/TexasCitySeawallLevee2011 permit#335

AGENDA ITEM #3

COUNTY COURT OF GALVESTON COUNTY

ADMINISTRATIVE ORDER NUMBER 2011-01

THE STATE OF TEXAS

COUNTY OF GALVESTON

ORDER

BE IT REMEMBERED that on this the 3rd day of January, A D 2011, it appearing that LYNNETTE "BITTY" ERSKINE is an Official Shorthand Reporter and is qualified under the law, as evidenced by the records of the District Clerk of Galveston County, Texas

IT IS, THEREFORE, ORDERED that LYNNETTE "BITTY" ERSKINE be and hereby IS appointed the OFFICIAL COURT REPORTER of and for the COUNTY COURT AT LAW NO 1 OF GALVESTON COUNTY, TEXAS, by virtue of the provisions of Section 52 041, Government Code, 69th Legislature of Texas, Regular Session 1985, that the compensation of the said LYNNETTE "BITTY" ERSKINE, as OFFICIAL COURT REPORTER for the COUNTY COURT AT LAW NO 1 OF GALVESTON COUNTY, TEXAS, shall be affixed at $66,805 00 per annum, effective the 1st day of January, 2011, payable bi-weekly as provided by law, and that a certified copy of the ORDER shall be transmitted to the Commissioner's Court of Galveston County, Texas, and the County Auditor of Galveston County, Texas

SIGNED AND ENTERED this 3rd day of January, A D 2011

Judge John Grady
County Court at Law No 1 of Galveston County

CC Auditor
Budget Office
District Clerk
Human Resources

FILED
11 JAN -3 PM 4:37
COUNTY CLERK
GALVESTON COUNTY, TEXAS

A CERTIFIED COPY
Attest: JAN - 4 2011
DWIGHT D SULLIVAN, County Clerk
Galveston, County, Texas
By _____ Deputy
CODY STOTT

AGENDA ITEM #4

COUNTY COURT OF GALVESTON COUNTY

ADMINISTRATIVE ORDER NUMBER 2011-01

THE STATE OF TEXAS

COUNTY OF GALVESTON

ORDER

BE IT REMEMBERED that on this the 3rd day of January, A D 2011, it appearing that CONNIE CHAN is an Official Shorthand Reporter and is qualified under the law, as evidenced by the records of the County Clerk of Galveston County, Texas

IT IS, THEREFORE, ORDERED that CONNIE CHAN be and hereby IS appointed the OFFICIAL COURT REPORTER in and for the COUNTY COURT AT LAW NO 2 OF GALVESTON COUNTY, TEXAS, by virtue of the provisions of Section 52 041, Government Code, 69th Legislature of Texas, Regular Session 1985, that the compensation of the said CONNIE CHAN , as OFFICIAL COURT REPORTER for the COUNTY COURT AT LAW NO 2 OF GALVESTON COUNTY, TEXAS, shall be fixed at $66,805 00 per annum, effective the 1st day of January, 2011, payable bi-weekly as provided by law, and that a certified copy of the ORDER shall be transmitted to the Commissioners' Court of Galveston County, Texas, and the County Auditor of Galveston County, Texas

SIGNED AND ENTERED this 3rd day of January A D 2011

Barbara E Roberts

JUDGE BARBARA E ROBERTS
County Court at Law No 2
Galveston County

2011 JAN -3 PM 1:55
FILED
COUNTY CLERK
GALVESTON COUNTY, TEXAS

CC Auditor
Budget Office
County Clerk
Human Resources

A CERTIFIED COPY
Attest: JAN 3 2011
DWIGHT D SULLIVAN, County Clerk
Galveston, County, Texas
By _____ Deputy
CODY STOTT

AGENDA ITEM #5

THE STATE OF TEXAS

COUNTY OF GALVESTON

ORDER

BE IN REMEMBERED that on this the 3rd day of January, A D 2011, it appearing that STEPHANIE STATHAKOS is an Official Shorthand Reporter and is qualified under the law, as evidenced by the records of the District Clerk of Galveston County, Texas

IT IS, THEREFORE, ORDERED that STEPHANIE STATHAKOS be and hereby IS appointed the OFFICIAL COURT REPORTER of and for COUNTY COURT NO 3 OF GALVESTON COUNTY, TEXAS, by virtue of the provisions of Section 52 041 and 25 0862(k), Government Code, 69th Legislature of Texas, Regular Session 1985, that the compensation of the said STEPHANIE STATHAKOS, as OFFICIAL COURT REPORTER for COUNTY COURT NO 3 OF GALVESTON COUNTY, TEXAS, shall be fixed at $66,805 00 per annum, effective the 3rd day of January, 2011, payable bi-weekly as provided by law, and that a certified copy of the ORDER shall be transmitted to the Commissioners' Court of Galveston County, Texas, and the County Auditor of Galveston County, Texas

SIGNED AND ENTERED this 3rd day of January, A D 2011

Judge Christopher Dupuy

FILED
2011 JAN -4 PM 1:43
COUNTY CLERK
GALVESTON COUNTY, TEXAS

CC Auditor
Budget Office
District Clerk
County Clerk
Human Resources

A CERTIFIED COPY
Attest JAN 4 2011
DWIGHT D SULLIVAN, County Clerk
Galveston, County, Texas
By _____ Deputy
CODY STOTT

AGENDA ITEM #6

Galveston County Criminal District Attorney
Special Prosecutor Agreement

This Agreement is made between **Jack Roady, Criminal District Attorney of Galveston County** and **Lyn McClellan**, an attorney at law, licensed to practice law in the State of Texas. It is for **Special Prosecutor Services**

Recitals

Whereas the **Criminal District Attorney** has special needs from time to time to appoint a **Special Prosecutor** to assist in the prosecution and/or appeal of an individual accused of a crime; and

Whereas Special Prosecutor is an experienced criminal prosecutor and is well qualified to perform the services called for herein

Therefore, the parties agree as follows

1. Appointment as Special Prosecutor.

Special Prosecutor is appointed to assist in the prosecution of the case of "**Cause No. 08CR0333, State of Texas vs. Travis Mullis**". **Special Prosecutor** agrees to accept this appointment and to provide such prosecutorial services as are necessary

2. Duties of Special Prosecutor.

Special Prosecutor will actively participate in all trial preparation, pretrial hearings, jury selection, trial and, if necessary and requested, assist in any motion for new trial and appeal of the case **Special Prosecutor** will use his best efforts and skill and devote his personal attention to all matters relating to the prosecution in good faith at all times to protect the interests of the people of the State of Texas.

3. Nature of the Relationship.

This Appointment shall constitute an attorney/client relationship **Special Prosecutor** shall not be considered an employee of the **Criminal District Attorney's Office** but is an agent of the **Office** for the purposes of this Appointment and is entitled to all privileges and immunities attendant thereto.

4. Term/Termination of this Appointment.

The term of this Appointment shall be through the conclusion of the prosecution of this case in trial and, if requested, through appeal This Appointment may be terminated by the

Criminal District Attorney at any time for any reason or no reason or for convenience immediately upon notice to **Special Prosecutor**

5. Compensation.

For his services rendered **Special Prosecutor** will be paid will be paid the following:

- $65 00 for each hour spent in pretrial preparation.
- $400 00 for each day or partial day spent in pretrial hearings, jury selection and trial
- $65 00 for each hour spent in the assistance of any motion for new trial and appeal
- $ 51 cents per mile
- Lodging at the Galvez hotel or other hotel or motel designated by the **Director of Justice Administration**, if such lodging is, in the opinion of the **Criminal District Attorney,** necessary
- $45 00 per diem for meals, tips and incidentals

Special Prosecutor will bear any the cost of any other expenses. **Special Prosecutor** will present a detailed invoice for his services to the **Criminal District Attorney** on a monthly basis Payment will be made to **Special Prosecutor** in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act

Agreed to this 11th day of January, 2011

Hon. Jack Roady
Criminal District Attorney
Galveston County

Lyn McClellan, Special Prosecutor

Approved this 19th day of January, 2011

Hon. Mark Henry
County Judge
Galveston County

Attest:

Dwight D. Sullivan
County Clerk

Curriculum Vitae

B. Lyn McClellan, JD
Attorney at Law
18022 Sheldon Pines
Spring, Texas 77379
713-907-4872
lynmcclellan@msn com

EDUCATION

South Texas College of Law, J.D 1981
Texas Tech University, M S Accounting, 1972
Texas Tech University, B A Government, 1969

PROFESSIONAL EXPERIENCE

Harris County District Attorney's Office, 1981 to 12/31/2008

- Bureau Chief, Felony Trial Bureau 2006- 12/31/2008
- Bureau Chief, Public Service Bureau 2005 - 2006
- Bureau Chief, Professional Development Bureau 2001 - 2004
- Felony Division Chief, Misdemeanor Division, 2000
- Felony Division Chief, Trial Division A, 1995- 1999
- Felony Division Chief, Misdemeanor Division, 1993-1994
- District Court Chief 1983-1993

CAPITAL MURDER TRIAL EXPERIENCE

- Personally participated in the trial of over 35 Capital Murder Death Penalty Cases in Harris County from 1983 – 2006
- Personally first chaired at least one Death Penalty case each year from 1997-2006 resulting in a death sentence

TEACHING EXPERIENCE

Houston Police Department

2000 – Present –

- Laws of Evidence
- Texas Penal Code
- Basic Investigator Update
- Warrantless Arrest/Seizure
- Criminal Law Update
- Courtroom Testimony

1997- 1999

Case Preparation and Court Room Demeanor

LAW RELATED PRESENTATIONS

National District Attorneys Association

2007 – Experts Course Case Preparation and Trial Issues
" Attacking Defense Experts in Capital Litigation"

Texas District and County Attorneys Assoc

2006 – Capital Murder Seminar
"Confronting Mitigation Experts"
2005 – DNA and Expert Witness Seminar
"Preparation Tips on Expert Witnesses"
2004 – Advanced Criminal Trial Advocacy Course –
"Cross Examination of Punishment Witnesses"
2003 – Capital Murder Conference – "Confronting Mitigation Experts"
2001 – Meeting Mental Health Defenses
1999 – Capital Murder Voir Dire
1992 - Expert Witnesses Insanity and Competency

Houston Bar Association
2000 -Bench-Bar Criminal Section Conference
Mental Health Issues in Capital Litigation

Texas Society of Psychiatric Physicians
2003- "The Affirmative Defense of Insanity in Texas" Panel Discussion
February 7, 2003 Austin, Texas

The Center for American and International Law –
2005 – Jury Selection and The Courts Charge in Capital Cases- Prosecution
2004- Capital Issues for Trial Judges – A practical Approach
Capital Voir Dire and Discovery Issues in Capital cases

South Texas College of Law - Criminal Trial Advocacy

Seminar Speaker
2006 – Capital voir dire
2004 – Ethics
2003 – Ethics
2002 - Ethics
2001 - Direct Examination
2000 - Opening Statement and Direct Exam
1999 - Voir Dire from State's Perspective
1986 - Punishment Argument

Harris County District Attorneys Office Training Sessions

2003 - Pretrial preparation
2001- Capital Murder Voir Dire
2001 - Voir Dire
1998 - The Charging Process
1995 - Authentication and Identification of Exhibits
1991 - Rules of Evidence· Authentication and Identification
1990 - The Charging Process
1988 - Punishment Argument
1987 - Plea Bargaining
1986 - Punishment Argument

AGENDA ITEM #7

2011003682

2 PGS

APPOINTMENT OF DEPUTY

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

Know All Men By These Presents:

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

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

For Galveston County, Texas

OATH OF OFFICE

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

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

X Ronnie G Nance

Sworn to and subscribed before me, at Galveston, Texas on this the 5 day of January A.D. 2011.

[Seal]

For Galveston County, Texas

By

VERA BARTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
NOVEMBER 09, 2013

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2011003682

January 19, 2011 04 37 00 PM

FEE $0 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #8

122ND JUDICIAL DISTRICT COURT
3305 GALVESTON COUNTY JUSTICE CENTER

JOHN ELLISOR
JUDGE

600 59TH STREET
SUITE 3305
GALVESTON, TEXAS 77551
(409) 766-2275
FAX (409) 770-6265

JANICE NEUMANN
COURT COORDINATOR

JUDY HANSEN
COURT REPORTER
(409) 770-5169

January 18, 2011

Honorable Mark Henry
County Judge
722 Moody
Galveston, Texas 77550

RE Recommendation – Drug Court Program Steering Committee

Dear Judge Henry,

A public meeting was held today in order to select representatives for the Drug Court Steering Committee The following voting members are recommended

NAME	REPRESENTING
Judge Wayne Mallia	District Courts
Judge Susan Criss	District Courts
Barbara Roberts	County Courts
Freddie Poor	Sheriff's Office
Bonnie Quiroga	Court Administrator
Jack Roady	District Attorney
Stephen Holmes	Commissioner's Court
Sue Davis	The Gulf Coast Center
Lanny Brown	Social Services
Ron Shelby	Director of Finance
Eddie Kelly	Adult Probation
Lynette Briggs	Gal Co Defense Bar

I am requesting that the Commissioner's Court approve these representatives at your next regularly scheduled meeting

If you have any questions, please do not hesitate to contact me at (409) 766-2230

Sincerely,

Honorable David Garner
10th District Court

Honorable John Ellisor
Local Administrative Judge

AGENDA ITEM #9

Mark Henry
COUNTY JUDGE
COUNTY OF GALVESTON

ASAP OFFICIALS AUTHORIZATION FORM

Organization Name: County of Galveston **Effective date:** January 1, 2011

ASAP ID 115/8293

Point of Contact: The Point of Contact is responsible for inputting, updating or deleting, the officials designated by the Head of Organization (HOO) The POC can add and modify officials at any point during or following an organization's enrollment process It is the responsibility of the Point of Contact to define the Authorizing Official and Financial Official A Re-delegated Head of Organization and another Point of Contact can also be defined Once entered and approved by the HOO, the officials are assigned a User ID which is sent to them via an email and a temporary password in ASAP GOV's access control system which is sent via regular mail

POINT OF CONTACT – (This is a mandatory role)

Connie Nicholson — NAME (PLEASE PRINT OR TYPE)

(409) 770-5355 — TELEPHONE NUMBER

CONNIE NICHOLSON@CO GALVESTON TX US — E-MAIL

The Head Of Organization (HOO) is the top management official who establishes the authority for the organization to use ASAP The HOO **does not** have to be the CEO or President of the organization but can be the Manager or Supervisor of a section The *Head of Organization is the top management official who establishes the authority for Organization to use ASAP gov* This is done by approving the Authorizing Official and Financial Official and, if entered by the POC, the Re-delegated Head of Organization The HOO can also add or modify officials when the organization is pending enrollment Once an organization is enrolled, the HOO can only approve officials

I) HEAD OF ORGANIZATION – (This is a mandatory role)

Mark Henry — NAME (PLEASE PRINT OR TYPE)

SIGNATURE

County Judge — TITLE

(409) 765-2639 — TELEPHONE NUMBER

Mark henry@co galveston tx us — E-MAIL

ADD ☒ REVOKE ☐ RENEWAL ☐

Sincerely,

Mark Henry
County Judge

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-766-4590
722 MOODY • GALVESTON, TEXAS 77550

AGENDA ITEM #10

DESIGNATION OF APPLICANT'S AGENT - FEMA 1791 EM TX
PUBLIC ASSISTANCE
Governor's Division of Emergency Management

Organization Name (hereafter named Organization)
County of Galveston

Primary Agent	Secondary Agent
Agent's Name Connie Nicholson	Agent's Name John Simsen
Organization County of Galveston	Organization County of Galveston
Official Position Grants Coordinator	Official Position Emergency Management Coordinator
Mailing Address 722 Moody, Suite 317	Mailing Address 1353 FM 646
City, State, Zip Galveston, Texas 77550	City, State, Zip Dickinson, Texas 77539
Work Phone (409) 770-5355 / Fax Number (409) 766-4551	Work Phone (281) 309-5003 / Fax Number (888) 534-5607
E-Mail Address connie nicholson@co galveston tx us	E-Mail Address John simsen@co galveston tx us
Cellular Phone (409) 682-3139 / Pager	Cellular Phone (409) 682-3131 / Pager

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available This agent is authorized to represent and act for the Organization in all dealings with the State of Texas for all matters pertaining to such disaster assistance required by the agreements and assurances printed on the reverse side hereof

Chief Financial Officer	Certifying Official
Name Cliff Billingsley	Official's Name Mark Henry
Organization County of Galveston	Organization County of Galveston
Official Position County Auditor	Official Position County Judge
Mailing Address 722 Moody, 4th Floor	Mailing Address 722 Moody, Suite 200
City, State, Zip Galveston, Texas 77550	City, State, Zip Galveston, Texas 77550
Work Phone (409) 770-5301 / Fax Number (409) 770-5397	Work Phone (409) 765-2639 / Fax Number (409) 766-4582
E-Mail Address Cliff billingsley@co galveston tx us	E-Mail Address mark henry@co galveston tx us
Cellular Phone / Pager	Cellular Phone 713-447-2541 / Pager

Applicant's State Cognizant Agency for Single Audit purposes (If a Cognizant Agency is not assigned, please indicate)

Applicant's Fiscal Year (FY) Start
Month 10 Day: 1

Applicant's Federal Employer's Identification Number
74 – 6000908

Applicant's State Payee Identification Number
69 - 7405360 - 01

Certifying Official's Signature / Date
1/19/11

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that

1 It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required

2 It will comply with the provisions of Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands

3 It will have sufficient funds available to meet the non-Federal share of the cost for construction projects Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed

4 It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met

5 It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications, that it will furnish progress reports and such other information as the Federal grantor agency may need

6 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities

7 *It will give the grantor agency and the Comptroller General, through any* authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant

8 It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101-17-7031) The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor

9 It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence

10 It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer

11 It agrees to comply with Section 311, P L 93-288 and with Title VI of the Civil Rights Act of 1964 (P L 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in be denied the benefits of, or be *otherwise subjected to discrimination under any program or activity for which* the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits

12 It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties

13 It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P L 91-646) that provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs

14 It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P L 93-288 as amended, and applicable Federal Regulations

15 It will comply with the provisions of the Hatch Act which limit the political activity of employees

16 It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments

17 (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks

18 The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source

19 It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work, (2) hold and save the United States free from damages due to the approved work or Federal funding

20 This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in *this assurance and that the United States shall have the right to seek judicial* enforcement of this assurance This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant

21 It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1973 Section 102(a) requires, on and after March 2 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance

22 It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced restored, repaired, or constructed with this assistance

23 *It will defer funding of any projects involving flexible funding until FEMA makes* a favorable environmental clearance if this is required

24 It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U S C 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U S C 469a-1 et seq) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800 8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties

25 It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices

AGENDA ITEM #11

Mark Henry
COUNTY JUDGE
COUNTY OF GALVESTON

January 19, 2011

Office of the Attorney General
Grants Administration Division, Mail Code 005
Post Office Box 12548
Austin, TX 78711-2548

RE Change of Authorized Official

Galveston County would like to notify the Office of the Attorney General for the 2010 and 2011 VCLG Contract 1014257, there has been a change in the Authorized Official As of January 1, 2011 Mark Henry took office as the County Judge for Galveston County Contact information is as follows.

Mark Henry, County Judge
722 Moody
Galveston, Texas 77550
409-765-2639 Office
409-766-4582 Fax
Mark henry@co galveston tx us

This letter of notification was approved by Commissioners' Court on January 19, 2011

If you have any question please do not hesitate to contact me at (409)765-2639

Sincerely,

Mark Henry

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-766-4590
722 MOODY • GALVESTON, TEXAS 77550

AGENDA ITEM #12

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/19/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000107	**Payee Name: BAKER, STEPHEN W**		
1/3-1/9/11 SRVC	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978 50
		Warrant Total:	**978.50**
Warrant #: VW 00000108	**Payee Name. BOB PAGAN FORD INC**		
221989	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	23 42
221998	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	592 68
222005	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	23 42
222015	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	14 50
222034	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	183 39
222035	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 44
222041	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	47 42
222043	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	69 71
222088	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	483 18
222097	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	72 79
222158	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 75
222209	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	678 86
222210	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	48 37
222244	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	37 30
		Warrant Total:	**2,356 23**
Warrant #: VW 00338593	**Payee Name ABL MANAGEMENT INC**		
177591	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,718 75
		Warrant Total	**18,718.75**
Warrant # VW 00338599	**Payee Name: AIRGAS - SOUTHWEST INC.**		
107718546	1101522020 - 5310000	Parks Department - Supplies and Materials	30 07
		Warrant Total	**30.07**
Warrant # VW 00338600	**Payee Name: ALDOUS LAW FIRM**		
297424 010711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00
		Warrant Total:	**260 00**
Warrant # VW 00338601	**Payee Name ALDRIDGE & ASSOCIATES**		
10CR1028 111510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
		Warrant Total	**715 00**
Warrant # VW 00338603	**Payee Name: ALL AMERICA SALES CORPORATION**		
58466	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	163 20
		Warrant Total:	**163.20**
Warrant #: VW 00338604	**Payee Name· ALLIED FIRE PROTECTION LP**		
PS624501	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,100 00
		Warrant Total·	**1,100 00**
Warrant #: VW 00338605	**Payee Name. ALVIN EQUIPMENT CO INC**		
W059576	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	2,616 78
		Warrant Total:	**2,616.78**
Warrant #. VW 00338609	**Payee Name. AMERIWASTE OF TEXAS LLC**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/19/2011

Invoice Number	Account Info		Amount
06006	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	163 66
36004	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	72 71
36005	1101522020 - 5481000	Parks Department - Contract Service	338 02
36007	1101522020 - 5481000	Parks Department - Contract Service	338 02
36008	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	163 66
		Warrant Total:	**1,076 07**

Warrant #: VW 00338612 **Payee Name: ANSWERING SPECIALISTS INC**

101200017	1101159100 - 5481000	Information Technology - Contract Service	263 04
		Warrant Total:	**263.04**

Warrant #: VW 00338623 **Payee Name. BAY ENVIRONMENTAL INC.**

B8905	1101110000 - 5429301	General Government - Nuisance Abatement	2,000 00
		Warrant Total:	**2,000.00**

Warrant #: VW 00338625 **Payee Name: BEARCOM OPERATING LLC**

3990712	1101291010 - 5310000	Emergency Management - Supplies and Materials	249 87
		Warrant Total:	**249.87**

Warrant #: VW 00338631 **Payee Name: BFI WASTE SERVICES OF TEXAS LP**

0855000390123	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	70 20
0855000390150	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 81
0855000390395	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	196 22
		Warrant Total:	**322.23**

Warrant #: VW 00338634 **Payee Name: BILL III, ALEX**

JAIL DKT 010711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total.	**950.00**

Warrant #: VW 00338637 **Payee Name: BONDED MAINTENANCE COMPANY**

1973904	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67
1989906	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	45,358 67
		Warrant Total:	**46,479.34**

Warrant #: VW 00338638 **Payee Name: BOOKER RICHARDSON & ASSO PLLC**

306901 010511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00
		Warrant Total:	**260.00**

Warrant #: VW 00338640 **Payee Name: BOSWORTH PAPERS INC**

1165066	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	286 45
		Warrant Total:	**286.45**

Warrant #. VW 00338642 **Payee Name: BRIGGS, LYNETTE**

08CR2964 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	175 50
DEC 2010	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total.	**1,975 50**

Warrant # VW 00338645 **Payee Name. BROWN, ADAM BANKS**

09CR1622 121010	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	825 00
		Warrant Total.	**825.00**

Warrant #: VW 00338646 **Payee Name: BURWELL, GLADYS**

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Invoice Number	Account Info		Amount
MH3790	1101000000 - 2291003	General Fund - Due to Cnty Probate Judge	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00338647	**Payee Name: BUZBEE PROPERTIES INC**		
010111 BAL	1101123800 - 5426250	Justice Court Pct #8-2 - Rental Office Space	76 05
		Warrant Total:	**76.05**
Warrant #: VW 00338648	**Payee Name: C & S JANITORIAL SERVICES**		
7175	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,049 00
		Warrant Total:	**1,049.00**
Warrant #: VW 00338650	**Payee Name: CAR PARTS AND EQUIPMENT CO INC**		
930722027	1101211101 - 5423000	Administration Sheriff Dept - Maint/Repairs Equipment	304 29
		Warrant Total:	**304.29**
Warrant #: VW 00338653	**Payee Name: CARNES BROTHERS FUNERAL HOME**		
121010 WARMAN	1101443100 - 5447600	Indigent Care & Medication - Ambulance & Burials	450 00
		Warrant Total:	**450.00**
Warrant #: VW 00338654	**Payee Name· CHAN, CONNIE**		
10CR3668 010711	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	66 00
		Warrant Total:	**66 00**
Warrant #: VW 00338659	**Payee Name. CLARK, DIANE**		
09CR1442 122110	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total.	**276.25**
Warrant #: VW 00338660	**Payee Name: CLAUSELL PARRISH PLLC**		
304021 010711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
307938 010711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	115 50
		Warrant Total.	**310.50**
Warrant #: VW 00338665	**Payee Name: COBURN SUPPLY COMPANY INC**		
313528712	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	341 26
		Warrant Total:	**341.26**
Warrant #: VW 00338667	**Payee Name· COLLEGIATE APPAREL**		
1108279	1101121000 - 5481000	Justice Administration - Contract Service	606 85
		Warrant Total:	**606.85**
Warrant #· VW 00338668	**Payee Name: COLTZER, ROBERT G**		
305593 010611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	365 85
		Warrant Total:	**365.85**
Warrant #: VW 00338669	**Payee Name: COOK, DAVID**		
10CR1761 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	466 30
10CR3172 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	673 25
		Warrant Total·	**1,139 55**
Warrant #. VW 00338671	**Payee Name: COX, ELAINE**		
DEC 2010 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	428 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**428.00**
Warrant #: VW 00338672	**Payee Name: COX, JONATHAN H**		
08CR2844 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	362 50
		Warrant Total:	**362.50**
Warrant #: VW 00338673	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2431	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	584 52
L2432	1101522020 - 5737811	Parks Department - Bayshore Pavillion Electrical	12,948 82
L2435	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	211 04
L2436	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	967 05
L2437	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	87 37
L2438	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	135 15
L2475	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	101 94
L2476	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	71 58
L2478	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	327 91
L2479	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	109 62
		Warrant Total.	**15,545.00**
Warrant #: VW 00338675	**Payee Name· CRYSTAL BEACH VOLUNTEER**		
2011 EMS	1101440100 - 5451104	Community Services - Galveston Cnty EMS	50,000 00
		Warrant Total:	**50,000.00**
Warrant #: VW 00338678	**Payee Name: DARLING INTERNATIONAL INC**		
5001953739	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	35 00
		Warrant Total:	**35.00**
Warrant #: VW 00338679	**Payee Name: DARROW LAW FIRM**		
306507 010511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	406 25
		Warrant Total·	**406.25**
Warrant #· VW 00338680	**Payee Name: DAVISON, AMRI**		
121610 CRT RPTR	1101122300 - 5120001	Probate Court - Sullivan - Temporary Help	253 28
		Warrant Total·	**253 28**
Warrant #· VW 00338681	**Payee Name: DENMORE SERVICES INC**		
830 22ND ST 5	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total·	**100.00**
Warrant #: VW 00338682	**Payee Name: DIAZ, MARK A**		
10CR1115 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
10CR2260 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
10CR3077 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**1,560.00**
Warrant #· VW 00338683	**Payee Name: DICKINSON IND SCHOOL DISTRICT**		
11/21-12/20/10	1101159100 - 5492101	Information Technology - Telephone Expense	436 18
		Warrant Total.	**436.18**
Warrant #. VW 00338684	**Payee Name: DISHER, DAVID A**		
10CR2517 122210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
10CR2612 122210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50

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Invoice Number	Account Info		Amount
		Warrant Total:	**695.50**
Warrant #: VW 00338685	**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**		
8649	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	741 06
		Warrant Total:	**741.06**
Warrant #: VW 00338686	**Payee Name. DONNA BROWN INVESTIGATION & RESEARCH**		
09CR1253 050310	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	487 50
		Warrant Total:	**487.50**
Warrant #· VW 00338687	**Payee Name: DRAGONY, RACHEL ANN**		
10CR1230 102610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,462 50
		Warrant Total:	**1,462.50**
Warrant #· VW 00338688	**Payee Name: DREXLER, DANA P.**		
MH3833 121510	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3835 121510	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3838 122010	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3840 122210	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**700 00**
Warrant #: VW 00338689	**Payee Name: DSG INC**		
22097	1101121000 - 5481000	Justice Administration - Contract Service	480 00
		Warrant Total:	**480.00**
Warrant #: VW 00338690	**Payee Name. DUCOTE, JAMES**		
00FD0752 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
		Warrant Total:	**373.75**
Warrant #: VW 00338696	**Payee Name: EMC CORPORATION**		
5207214594	1101159100 - 5481000	Information Technology - Contract Service	1,533 79
		Warrant Total:	**1,533.79**
Warrant #: VW 00338697	**Payee Name: EMILY A FISHER PLLC**		
08CP0061 091510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
09CP0079 091510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
09CP0101 051710	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
10CP0017 091510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
10CP0017 091510A	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
10CP0046 091510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**325.00**
Warrant #: VW 00338698	**Payee Name: ENTERGY**		
3571159 010511	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	281 17
		Warrant Total:	**281.17**
Warrant # VW 00338702	**Payee Name: FANNING AND FANNING PLLC**		
10CR1391 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
10CR1793 121510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 00
10CR3163 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**1,559.50**

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Invoice Number	Account Info		Amount
Warrant #. VW 00338703	**Payee Name· FAULIN, DOUGLAS E**		
96CR1076 011011	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	1,500 00
		Warrant Total:	**1,500.00**
Warrant #: VW 00338704	**Payee Name: FAUS, SALVADOR**		
04FD0947 010311	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	81 25
08JV0218 010711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	698 75
309797 122110	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	162 50
		Warrant Total.	**942.50**
Warrant #: VW 00338705	**Payee Name: FAUS, SALVADOR**		
07CR1117B 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	211 25
		Warrant Total:	**211.25**
Warrant #: VW 00338707	**Payee Name: FINEGAN, SAMUEL K**		
10CR0639 010111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,137 50
		Warrant Total:	**1,137.50**
Warrant #: VW 00338708	**Payee Name· FORT PC, M. BRUCE**		
DEC 2010 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant # VW 00338710	**Payee Name: FULK, GEORGE BYRON**		
08CR3698 122210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	7,523 75
288597 010311	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	650 00
305812 010511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	390.00
		Warrant Total.	**8,563.75**
Warrant #. VW 00338711	**Payee Name: FULLEN, JAMES**		
1101110000	1101110000 - 5310001	General Government - Depart Supplies-Non Cap FFE	15,883 62
		Warrant Total:	**15,883.62**
Warrant #: VW 00338713	**Payee Name: GALVESTON COUNTY DAILY NEWS**		
13105364 123110	1101110000 - 5493102	General Government - Advertising Costs-Sheriff Sale	13,301 92
		Warrant Total.	**13,301 92**
Warrant # VW 00338714	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
MEAL RMB	1101211132 - 5496153	M H M R -Sheriff - In-State Transport	25 02
MEAL RMB 121910	1101211150 - 5496156	Warrants-Sheriff's Department - Prisoner Extradition Trav	16 78
		Warrant Total:	**41.80**
Warrant #: VW 00338715	**Payee Name. GALVESTON COUNTY WCID #1**		
0220024394013	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	57 39
		Warrant Total:	**57 39**
Warrant # VW 00338716	**Payee Name: GALVESTON INSURANCE**		
RNWL 2011-12 TAX	1101151500 - 5481000	Tax Assessor Collector - Contract Service	1,976 00
		Warrant Total·	**1,976.00**
Warrant # VW 00338719	**Payee Name: GAYLORD BROS INC**		
1510793	1101513200 - 5311500	Galveston County Museum - Museum Programming	48 70

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Invoice Number	Account Info		Amount
		Warrant Total:	**48 70**
Warrant #: VW 00338720	**Payee Name: GELB, JEFFREY**		
09CR1010A 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
11CR0036 011011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**357 50**
Warrant #. VW 00338721	**Payee Name. GELB, JEFFREY**		
10CR3477 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
JAIL DKT 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total·	**1,307.50**
Warrant #: VW 00338723	**Payee Name: GRAHAM, CARMEN A**		
08FD0741 010511	1101122200 - 5431221	County Court #2 - Roberts - Defense Atty Co Ct	260 00
10CR1111 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 50
302313 011011	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	227 50
		Warrant Total:	**1,170 00**
Warrant #· VW 00338726	**Payee Name. GULF COAST AEROBIC SERVICES**		
5892	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	150 00
		Warrant Total·	**150.00**
Warrant #: VW 00338727	**Payee Name: GULF COAST CENTURY**		
83257	1101121000 - 5310000	Justice Administration - Supplies and Materials	520 00
83258	1101121000 - 5310000	Justice Administration - Supplies and Materials	448 00
83259	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	890 00
83269	1101114000 - 5310000	County Clerk - Supplies and Materials	675 00
		Warrant Total·	**2,533.00**
Warrant #· VW 00338728	**Payee Name: HALFF ASSOCIATES**		
H147418	1101522020 - 5410000	Parks Department - Professional Services	5,124 23
		Warrant Total:	**5,124.23**
Warrant #: VW 00338731	**Payee Name: HEARTLAND FORENSIC PATHOLOGY**		
08CR3697 122110	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	14,000 00
		Warrant Total	**14,000.00**
Warrant #: VW 00338734	**Payee Name: HERNDON, HEATHER**		
DEC 2010 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	451 50
		Warrant Total·	**451 50**
Warrant #· VW 00338736	**Payee Name: HIGH ISLAND MERCY CORPS**		
2011 EMS CONTRAC	1101440100 - 5451104	Community Services - Galveston Cnty EMS	50,000 00
		Warrant Total:	**50,000.00**
Warrant #· VW 00338737	**Payee Name: HILL ATTORNEY PLLC, GREG**		
10CR2431 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
		Warrant Total:	**780.00**
Warrant # VW 00338738	**Payee Name: HIRSCH PHD, VICTOR**		
11625 011110	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	100 00
		Warrant Total:	**100.00**

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Invoice Number	Account Info		Amount
Warrant #. VW 00338739	**Payee Name: HOME DEPOT**		
0026312	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	17 88
1021001 REISSUE	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	201 46
3011759	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 31
5172866 REISSUE	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	52 71
8010746 REISSUE	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4 15
8170093	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	29 31
9026546	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	80 78
		Warrant Total·	**419.60**
Warrant #: VW 00338742	**Payee Name. HOUSTON GALVESTON AREA COUNCIL**		
10113	1101110000 - 5498000	General Government - Membership And Dues	10,006 32
		Warrant Total·	**10,006.32**
Warrant #. VW 00338744	**Payee Name· HOUSTON STAMP AND STENCIL CO INC**		
226197	1101114000 - 5310000	County Clerk - Supplies and Materials	2,250 75
		Warrant Total:	**2,250.75**
Warrant #. VW 00338746	**Payee Name. IESI TX CORP ENVIRO TEX**		
1500093934	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	98 95
		Warrant Total:	**98.95**
Warrant #: VW 00338750	**Payee Name: JACKSON, CALVIN C**		
10CR2523 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	539 50
		Warrant Total	**539.50**
Warrant #: VW 00338755	**Payee Name: JALUFKA, GAIL**		
010711 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	5,253 00
112210 CRT RPTR	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 00
		Warrant Total:	**5,337.00**
Warrant # VW 00338756	**Payee Name: JIMENEZ, JOAQUIN**		
09CR1983B 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	234 00
		Warrant Total:	**234.00**
Warrant #: VW 00338758	**Payee Name. JOHNSON, CAROLYN MARKS**		
NOV 2010 SRVC	1101121000 - 5481000	Justice Administration - Contract Service	2,936 30
		Warrant Total.	**2,936.30**
Warrant #· VW 00338760	**Payee Name: JONES LAW FIRM**		
08CR3697 122110	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	14,444 39
09CR3445 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	250 00
		Warrant Total:	**14,694.39**
Warrant #· VW 00338761	**Payee Name: JONES, STACEY LEE**		
DEC 2010 SRVC	1101121000 - 5431301	Justice Administration - Relief Associate Judge	3,599 75
		Warrant Total:	**3,599.75**
Warrant #. VW 00338762	**Payee Name: KEMAH HARDWARE AND SUPPLY**		
470478	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	117 99
472142	1101522020 - 5428000	Parks Department - Grounds Maintenance	101 25

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Invoice Number	Account Info		Amount
		Warrant Total:	**219.24**
Warrant #: VW 00338763	**Payee Name: KEPHART, LAURIE**		
DEC 2010 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	67 50
		Warrant Total:	**67.50**
Warrant #: VW 00338765	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1199	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,611 57
1209	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,246 04
1214	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,194 98
1215	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	824 78
		Warrant Total:	**4,877.37**
Warrant #: VW 00338767	**Payee Name: LAIRD-VALDEZ LLP**		
307737 010611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00338769	**Payee Name LAW FIRM OF W L SAVOIE, THE**		
304525 010411	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	650 00
		Warrant Total:	**650.00**
Warrant # VW 00338770	**Payee Name: LAW OFFICE OF KYLE VERRET PLLC, THE**		
08CR3697 102010	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	12,165 00
		Warrant Total	**12,165.00**
Warrant #. VW 00338771	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
067V0077 122810	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
09JV0188 122810	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
10JV0070 122810	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	48 75
10JV0179 122810	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
10JV0234 122810	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**552 50**
Warrant #· VW 00338772	**Payee Name: LAW OFFICES OF SUSAN M EDMONSON PLLC**		
09CP0085 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	318 50
10CP0010 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	513 50
10CP0034 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	286 00
10CP0053 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	299 00
10CP0080 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	572 00
10CP0096 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	539 50
10CP0116 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	221 00
		Warrant Total:	**2,749.50**
Warrant # VW 00338773	**Payee Name: LEATHERS, BILL**		
09CR3266 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
10CR1908 011011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,072 50
		Warrant Total.	**1,267.50**
Warrant #· VW 00338776	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
174306	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	31 25
174636	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	485 50
174658	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	69 44

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Invoice Number	Account Info		Amount
174659	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	39 75
174660	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	64 75
174750	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	306 96
174757	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	37 50
174852	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	58 00
174898	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	80 75
174917	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	166 99
174928	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	49 03
174933	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 00
174937	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	63 96
174943	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	67 75
174947	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31 25
174967	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,085 62
175047	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31 25
175060	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	63 96
		Warrant Total.	**2,774.71**

Warrant #: VW 00338777 **Payee Name: LOVE, PAUL**

DEC 2010 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**

Warrant #: VW 00338785 **Payee Name: MANGLE, CHRISTINE L**

10JV0200 121510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total:	**162 50**

Warrant #: VW 00338786 **Payee Name: MARION, WILLIAM DAVID**

09CP0071 121610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 50
10CP0001 111910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
10CP0035 121410	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
10CP0101 121710	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	58 50
10CP0116 121510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	253 50
303456 010511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	213 00
		Warrant Total.	**752.50**

Warrant #: VW 00338788 **Payee Name: MARTIN, THOMAS A**

10CR2588 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**130.00**

Warrant #. VW 00338789 **Payee Name: MARTIN, THOMAS A**

10CR2830 120910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total.	**130.00**

Warrant #: VW 00338791 **Payee Name. MASTER WORD SERVICE INC**

38995	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	1,984 50
		Warrant Total:	**1,984.50**

Warrant #: VW 00338792 **Payee Name· MATHESON TRI-GAS INC**

01989445	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	230 04
		Warrant Total:	**230.04**

Warrant #· VW 00338794 **Payee Name: MAUZY, BRUCE**

10CR1484 010711	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	552 50
10CR2903 011011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00

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Invoice Number	Account Info		Amount
10CR3401 111910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104 00
		Warrant Total:	**1,111.50**
Warrant #: VW 00338797	**Payee Name: MCCARNES, LOIS**		
10CR2228 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 50
		Warrant Total.	**682.50**
Warrant #: VW 00338798	**Payee Name: MCNALLY, CHRISTINA**		
DEC 2010 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	119 00
		Warrant Total:	**119.00**
Warrant #· VW 00338802	**Payee Name: MILLS SHIRLEY LLP**		
10CP0043 122210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
		Warrant Total:	**78.00**
Warrant #: VW 00338804	**Payee Name: MORRIS, PHILLIP W**		
10CR2760 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total:	**552.50**
Warrant #. VW 00338806	**Payee Name. MUELLER, DINAH J**		
10CP0056 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**65.00**
Warrant #· VW 00338809	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
18157	1101522020 - 5481000	Parks Department - Contract Service	12 50
18158	1101522020 - 5426106	Parks Department - Uniform Leasing	50 00
18166	1101522020 - 5481000	Parks Department - Contract Service	6 00
18167	1101522020 - 5481000	Parks Department - Contract Service	23 55
18168	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
18169	1101451110 - 5426106	Senior Citizens - Uniform Leasing	11 40
18171	1101522020 - 5481000	Parks Department - Contract Service	16 45
18172	1101522020 - 5426106	Parks Department - Uniform Leasing	64 00
18179	1101522020 - 5481000	Parks Department - Contract Service	12 15
18659	1101522020 - 5481000	Parks Department - Contract Service	9 46
19182	1101522020 - 5481000	Parks Department - Contract Service	12 50
19183	1101522020 - 5426106	Parks Department - Uniform Leasing	50 00
19191	1101522020 - 5481000	Parks Department - Contract Service	6 00
19192	1101522020 - 5481000	Parks Department - Contract Service	23 55
19193	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
19196	1101522020 - 5481000	Parks Department - Contract Service	63 20
19197	1101522020 - 5426106	Parks Department - Uniform Leasing	64 00
19204	1101522020 - 5481000	Parks Department - Contract Service	12 15
19673	1101522020 - 5426106	Parks Department - Uniform Leasing	16 25
19674	1101522020 - 5481000	Parks Department - Contract Service	9 46
		Warrant Total:	**488.12**
Warrant #. VW 00338810	**Payee Name: MURRAY, JASON**		
DEC 10 CST BILL	1101000000 - 2291012	General Fund - Due to District Clerk	17,410 16
		Warrant Total:	**17,410.16**
Warrant #: VW 00338813	**Payee Name: NAJER, MAURICE**		
308402 010311	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	260 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**260.00**
Warrant #: VW 00338814	**Payee Name: NICKELSON, LINDA J**		
06CR3408 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	438 75
09CR0580 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**828.75**
Warrant #: VW 00338817	**Payee Name: OLIVER, RICHARD K.**		
10CR0399 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00338818	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645417362	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	106 00
2645417371	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	27 00
2645417414	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	35 00
2645417543	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	41 00
2645417557	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	138 45
2645417559	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	111 60
3975430492	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	465 00
3975430493	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	465 00
3975430553	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	482 94
3975430560	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	635 76
3975430642	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	55 00
3975430752	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	38 00
3975430807	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	391 05
3975430817	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	25 66
3975430821	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	66 50
3975430832	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	52 00
3975430847	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	30 67
3975430891	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	58 90
3975430924	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	324 57
3975430933	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	45 00
3975430934	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	183 60
3975430940	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	270.00
3975430992	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	120 00
3975431043	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	17 84
		Warrant Total:	**4,186 54**
Warrant #: VW 00338819	**Payee Name: PALMER, MICHAEL**		
10CR1851 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
10CR3310 121610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**520.00**
Warrant #: VW 00338826	**Payee Name: PESTMASTER SERVICES INC**		
7513	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
7568	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
7569	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
7570	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
7571	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
7572	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
7573	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39.83
7574	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
7575	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25

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Invoice Number	Account Info		Amount
7576	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
7577	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
7578	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
7579	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
7580	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
7581	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
7614	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
7621	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
7630	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
7631	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
7635	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
7636	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
7640	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
7645	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
7646	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
7647	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
7648	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
7649	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
7650	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
7651	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
7654	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
		Warrant Total:	**3,305.08**

Warrant #: VW 00338827 **Payee Name: PINNACLE MEDICAL MANAGEMENT CORP**

37017	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	1,246 50
37245	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	490 50
37348	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	1,359 00
		Warrant Total:	**3,096.00**

Warrant # VW 00338828 **Payee Name: PITNEY BOWES**

421330	1101159100 - 5310000	Information Technology - Supplies and Materials	801 00
5501483994	1101159100 - 5310000	Information Technology - Supplies and Materials	37 00
5501500364	1101159100 - 5310000	Information Technology - Supplies and Materials	113 00
		Warrant Total:	**951.00**

Warrant #: VW 00338830 **Payee Name. PORT BOLIVAR VFD EMS**

2011 EMS	1101440100 - 5451104	Community Services - Galveston Cnty EMS	50,000 00
		Warrant Total.	**50,000.00**

Warrant #· VW 00338831 **Payee Name: PRECISION DYNAMICS CORP**

698578	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	938 71
		Warrant Total.	**938.71**

Warrant #: VW 00338832 **Payee Name: PRODUCTIVITY CENTER INC**

GCC612110	1101223400 - 5310000	Constable Pct #4 - Fullen - Supplies and Materials	295 00
		Warrant Total:	**295.00**

Warrant #· VW 00338834 **Payee Name· RUSSELL, GREG**

10CR2426 011011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
		Warrant Total:	**585.00**

Warrant #: VW 00338838 **Payee Name: SANTA FE SENIOR CITIZENS COUNCIL**

DEC 10	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	500 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**500.00**
Warrant #: VW 00338839	**Payee Name: SHATTUCK, BOB**		
042408 RVS O'NEA	1101443100 - 5413000	Indigent Care & Medication - Prof Serv Legal Fees	250 00
PR0071768	1101443100 - 5413000	Indigent Care & Medication - Prof Serv Legal Fees	750 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00338840	**Payee Name: SIEMENS BUILDING TECHNOLOGIES INC**		
5441861761	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	480 00
		Warrant Total:	**480.00**
Warrant #: VW 00338841	**Payee Name: SMITH, PATRICIA**		
11/22-12/29/10ML	1101451110 - 5496301	Senior Citizens - Auto Mileage	120 00
		Warrant Total:	**120.00**
Warrant #: VW 00338843	**Payee Name: SOUTHERN COMPUTER WAREHOUSE**		
0366040IN	1101126100 - 5310000	District Clerk - Supplies and Materials	5,054 17
		Warrant Total:	**5,054.17**
Warrant #. VW 00338848	**Payee Name: STREAM ENERGY**		
1195864185	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	32 16
		Warrant Total:	**32.16**
Warrant # VW 00338849	**Payee Name: SUHLER, DAVID**		
10CR3402 123010	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	105 00
10CR3752 122710	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	75 00
		Warrant Total:	**180.00**
Warrant #: VW 00338850	**Payee Name: SULLIVAN PHARMACY**		
DEC 10	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	31 98
		Warrant Total:	**31.98**
Warrant #. VW 00338851	**Payee Name: SUMMERLIN, ROBERT E PLLC**		
10CR3449 122310	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	894 00
		Warrant Total:	**894.00**
Warrant #: VW 00338853	**Payee Name: SUN COAST RESOURCES INC**		
90803315	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,749 57
90805119	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,477 20
90805844	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	1,958 93
		Warrant Total:	**7,185.70**
Warrant #: VW 00338854	**Payee Name: SUNGARD PUBLIC SECTOR INC**		
27295	1101151800 - 5495100	Purchasing Agent - Education	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00338856	**Payee Name: TEXAS ASSOCIATION OF COUNTIES**		
2011084	1101110000 - 5498000	General Government - Membership And Dues	2,440 00
		Warrant Total:	**2,440.00**
Warrant #: VW 00338857	**Payee Name: TEXAS OUTHOUSE INC**		
132935	1101522020 - 5426181	Parks Department - Rental Porta Cans	115 00

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Invoice Number	Account Info		Amount
132936	1101610200 - 5481000	County Extension - Contract Service	180 00
		Warrant Total:	**295.00**
Warrant #: VW 00338858	**Payee Name: THOMA, JOHN**		
245312 122110	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00338859	**Payee Name: THOMAS, WILLIAM LEE**		
303459 010511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	250 00
		Warrant Total.	**250.00**
Warrant #: VW 00338860	**Payee Name: TRACY'S FOODS INC**		
1225FD	1101443100 - 5447102	Indigent Care & Medication - Meals	30 00
1227FD	1101443100 - 5447102	Indigent Care & Medication - Meals	30 00
		Warrant Total:	**60 00**
Warrant #: VW 00338862	**Payee Name: TRUSCOTT, HELEN STEWART**		
10CP0110 122210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	305 50
		Warrant Total.	**305.50**
Warrant #: VW 00338867	**Payee Name: UTMB**		
708X24011017	1101122300 - 5412115	Probate Court - Sullivan - Psychological Exam	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00338868	**Payee Name: VICKERY, KAY**		
DEC 2010 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	36 50
		Warrant Total:	**36.50**
Warrant #: VW 00338871	**Payee Name: WASTE MANAGEMENT INC**		
448559217915	1101522020 - 5481000	Parks Department - Contract Service	158 58
448559317913	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	91 22
448559417911	1101522020 - 5481000	Parks Department - Contract Service	133 28
448559517918	1101522020 - 5481000	Parks Department - Contract Service	291 38
448559617916	1101522020 - 5481000	Parks Department - Contract Service	155 41
448559717914	1101522020 - 5481000	Parks Department - Contract Service	91 65
448559817912	1101522020 - 5481000	Parks Department - Contract Service	100 32
448559917910	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 23
448560017916	1101522020 - 5481000	Parks Department - Contract Service	62 02
448560217912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	54 82
448560317910	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	2,139 86
448560417918	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	635 11
448560517915	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	154 67
		Warrant Total:	**4,132 55**
Warrant #: VW 00338873	**Payee Name: WILSON, JOCELYN**		
DEC 2010 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	536 50
		Warrant Total.	**536.50**
Warrant #: VW 00338878	**Payee Name: XEROX CORPORATION**		
COG2001L0	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	66,821 33
		Warrant Total:	**66,821.33**

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Invoice Number	Account Info		Amount
		FUND 1101 TOTAL:	**533,970.94**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #. VW 00338741 **Payee Name: HOUSTON EQUIPMENT COMPANY**

179636	2102114020 - 5423000	County Clerk Records Mangement - Maint/Repairs Equipment	155 50
179694	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	1,450 00
179695	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	153 00
		Warrant Total:	**1,758.50**

Warrant #: VW 00338748 **Payee Name: IRON MOUNTAIN**

CWF0815	2102114020 - 5311202	County Clerk Records Mangement - Microfilm Supplies	421 89
		Warrant Total:	**421.89**

FUND 2102 TOTAL: 2,180.39

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00338610 **Payee Name: AMERSON, RODGER DAN**

10CP0119 122911	2212125300 - 5432011	Mediation Services - Mediation Services	400 00
10CP0122 010311	2212125300 - 5432011	Mediation Services - Mediation Services	400 00
		Warrant Total:	**800.00**

Warrant #: VW 00338677 **Payee Name: DAHLENBURG, MICHAEL L**

10CP0105 010311	2212125300 - 5432011	Mediation Services - Mediation Services	65 00
		Warrant Total:	**65.00**

Warrant #: VW 00338869 **Payee Name: WALKER, MARGARET W.**

10CP0121 122910	2212125300 - 5432011	Mediation Services - Mediation Services	100 00
		Warrant Total:	**100.00**

FUND 2212 TOTAL: 965.00

FUND: 2220 Adult Probation Fund

Warrant #· VW 00338602 **Payee Name: ALERE TOXICOLOGY SERVICES INC.**

740479	2220255101 - 5481000	Adult Probation - Contract Service	2,009 00
		Warrant Total:	**2,009.00**

Warrant #: VW 00338629 **Payee Name: BELL, PAULA**

DEC 2010 MLG	2220255101 - 5496100	Adult Probation - Travel	110 40
		Warrant Total·	**110.40**

Warrant #: VW 00338732 **Payee Name: HENDERSON, ANTHONY**

DEC 2010 MLG	2220255101 - 5496100	Adult Probation - Travel	54 50
		Warrant Total:	**54.50**

FUND 2220 TOTAL: 2,173.90

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Invoice Number	Account Info		Amount
FUND: 2230 Juvenile Justice Fund			
Warrant #. VW 00338618	**Payee Name: BATCHELOR BUSINESS MACHINES**		
52553	2230256100 - 5310001	Juvenile Justice - Depart Supplies-Non Cap FFE	935 00
		Warrant Total:	**935.00**
Warrant #: VW 00338641	**Payee Name: BOYD PHD, JENINE COLLINS**		
01102011	2230256100 - 5412114	Juvenile Justice - Psychological Evaluations/Cert	1,500 00
		Warrant Total:	**1,500.00**
Warrant #: VW 00338676	**Payee Name: CUNNINGHAM, DEBBIE D.**		
010511 CRT RPTR	2230256130 - 5431121	Court - Court Reporter Expense	111 52
		Warrant Total:	**111.52**
Warrant #: VW 00338701	**Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**		
JAN 11 SRVC	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	9,916 00
JAN 2011 SRC	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	12,000 00
		Warrant Total:	**21,916.00**
Warrant #. VW 00338717	**Payee Name: GARATE, FAITH E**		
NOV-DEC 10 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	36 50
		Warrant Total:	**36.50**
Warrant #· VW 00338718	**Payee Name. GAVION, BRIAN**		
DEC 2010 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	213 50
		Warrant Total:	**213.50**
Warrant #: VW 00338733	**Payee Name: HERNANDEZ, CARLOS**		
DEC 2010 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	172 50
		Warrant Total:	**172 50**
Warrant #: VW 00338735	**Payee Name: HERRING JR, MATTHEW**		
DEC 2010 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	243 50
		Warrant Total:	**243.50**
Warrant #: VW 00338765	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1204	2230256118 - 5313100	Detention - Cleaning & Household Supplies	1,174 03
		Warrant Total:	**1,174 03**
Warrant #: VW 00338795	**Payee Name· MAXWELL, BONITA G**		
DEC 2010 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	95 50
		Warrant Total:	**95 50**
Warrant #: VW 00338815	**Payee Name: NORRIS, BRENT T**		
DEC 2010 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	57 50
		Warrant Total:	**57.50**
Warrant #: VW 00338836	**Payee Name: SANDERS, EARNESTINE LYNCH**		
DEC 2010 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	181 50
		Warrant Total:	**181.50**

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Invoice Number	Account Info		Amount
		FUND 2230 TOTAL:	**26,637.05**

FUND: 2250 Law Enforcement Education Fund

Warrant #: VW 00338706 **Payee Name: FBI - LEEDA**

363885342	2250211510 - 5502120	Contin Education-State Alloc - Sheriff's Dept Cont Ed Exp	550 00
		Warrant Total:	**550.00**
		FUND 2250 TOTAL:	**550.00**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000110 **Payee Name: KEYWORTHS HARDWARE INC**

000143453	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	32 03
000144652	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	15 68
000144950	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	23 92
000145303	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	2 29
000145327	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	5 58
000145391	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	7 98
000146160	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	3 27
		Warrant Total:	**90.75**

Warrant #: VW 00338591 **Payee Name: A & G SUPPLIES INC**

AG13839	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	721 00
AG13840	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	57 20
		Warrant Total:	**778.20**

Warrant #: VW 00338607 **Payee Name: AMERICAN FENCE COMPANY INC**

000116343	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	458 00
		Warrant Total:	**458.00**

Warrant #: VW 00338616 **Payee Name: B & B ICE INC**

3405024	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
3439420	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
		Warrant Total:	**100.00**

Warrant #: VW 00338624 **Payee Name: BAYGAS INC**

8569	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	107 50
		Warrant Total:	**107.50**

Warrant #: VW 00338632 **Payee Name: BFI WASTE SERVICES OF TEXAS LP**

310204	2301312120 - 5421411	FM & Lateral Road - Garbage/Landfill Services	611 51
		Warrant Total:	**611.51**

Warrant #: VW 00338643 **Payee Name: BROOKSIDE EQUIP SALES INC**

IL19209	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	96 20
IL19212	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	4 94
IL19463	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	84 44
		Warrant Total:	**185.58**

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Invoice Number	Account Info		Amount
Warrant #: VW 00338649	**Payee Name: CALICO WELDING SUPPLY CO**		
RL71167	2301312110 - 5481000	Administration - Contract Service	174 00
TC53361	2301312110 - 5481000	Administration - Contract Service	77 00
		Warrant Total:	**251.00**
Warrant #: VW 00338656	**Payee Name: CHASTANGS ENTERPRISES**		
591960	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	270 12
592085	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	228 79
592925	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	106 64
		Warrant Total:	**605.55**
Warrant #: VW 00338657	**Payee Name: CHERRY CRUSHED CONCRETE**		
126461	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	6,096 00
126592	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,186 53
126700	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,470 92
126979	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	6,397 66
		Warrant Total:	**19,151.11**
Warrant #· VW 00338658	**Payee Name: CITY WIDE GLASS LLC**		
24938	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	185 00
		Warrant Total:	**185.00**
Warrant #: VW 00338663	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
8101	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,229 91
8122	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,194 14
		Warrant Total:	**20,424.05**
Warrant #: VW 00338692	**Payee Name: DURWOOD GREENE CONSTRUCTION LP**		
1 123110	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	-2,844 84
1 123110	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	15,518 86
1 123110	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	41,377 33
		Warrant Total:	**54,051.35**
Warrant #: VW 00338764	**Payee Name: KIWI TIRE SHOP**		
1584	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	60 00
1651	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	25 00
		Warrant Total:	**85.00**
Warrant #: VW 00338776	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
174978	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
175015	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**29.00**
Warrant #. VW 00338799	**Payee Name: MCREE FORD INC**		
335077	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	45 41
		Warrant Total:	**45 41**
Warrant #. VW 00338809	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
11929 111610	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	13 00
18159	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
18160	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	125 00
18161	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	489 00

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Invoice Number	Account Info		Amount
18162	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	31 10
18163	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 50
18164	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	81 55
18165	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	71 50
18660	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	118 50
19184	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
19185	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	26 00
19186	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	78 00
19187	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	31 10
19188	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 50
19189	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	81 55
19190	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	71 50
19675	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	101 00
		Warrant Total:	**1,469.80**

Warrant #: VW 00338816 **Payee Name: NORTHERN TOOL EQUIPMENT COMPANY**

23178820	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	189.71
		Warrant Total:	**189.71**

Warrant #: VW 00338837 **Payee Name: SANTA FE AUTO PARTS INC**

38642	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	659 97
38775	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	207 00
38999	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	44 99
39250	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	63 90
39302	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	3 90
39395	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	103 44
39585	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	105 76
39669	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	59 81
39686	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	369 00
39698	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	369 00
39768	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	74 80
39979	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	85 45
39981	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	402 87
39991	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	52 35
40107	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	35 31
40147	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	6 82
40235	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	689 64
40249	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	6 03
		Warrant Total:	**3,340.04**

Warrant #: VW 00338844 **Payee Name: SOUTHERN CRUSHED CONCRETE LLC**

201026133	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	8,692 18
		Warrant Total:	**8,692.18**

Warrant #: VW 00338853 **Payee Name: SUN COAST RESOURCES INC**

90799099	2301312120 - 5315010	FM & Lateral Road - Oils and Lubricants	1,218 60
90803716	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	4,302 60
90804781	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	6,269 65
90809402	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	5,655 28
		Warrant Total:	**17,446 13**

Warrant #: VW 00338863 **Payee Name: TUBING AND METRICS HYDRAULICS INC**

60247	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	15 23

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Invoice Number	Account Info		Amount
60276	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	132 13
		Warrant Total:	**147.36**
Warrant #: VW 00338871	**Payee Name: WASTE MANAGEMENT INC**		
448560117914	2301312110 - 5481000	Administration - Contract Service	152 56
		Warrant Total:	**152.56**
Warrant #. VW 00338877	**Payee Name: WW GRAINGER INC**		
9425223493	2301312120 - 5310001	FM & Lateral Road - Depart Supplies-Non Cap FFE	183 20
		Warrant Total:	**183.20**
		FUND 2301 TOTAL:	**128,779.99**

FUND: 2341 Road District #1

Warrant #: VW 00338765	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1200	2341313100 - 5310000	Road District #1 - Supplies and Materials	53 13
1206	2341313100 - 5310000	Road District #1 - Supplies and Materials	120 74
		Warrant Total:	**173.87**
Warrant #· VW 00338835	**Payee Name: RUST, EWING WATT & HANEY INC**		
11/10-11/11 GALV	2341313100 - 5491722	Road District #1 - Insurance Liability	50,140 00
		Warrant Total:	**50,140.00**
		FUND 2341 TOTAL:	**50,313.87**

FUND: 2370 Flood Control Fund

Warrant #: VW 00338598	**Payee Name: ACT PIPE AND SUPPLY**		
364809	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	-240 00
499075	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,550 00
		Warrant Total:	**1,310.00**
Warrant #. VW 00338624	**Payee Name: BAYGAS INC**		
066814	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	339 02
		Warrant Total:	**339.02**
Warrant #. VW 00338657	**Payee Name: CHERRY CRUSHED CONCRETE**		
126543	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	475 47
126752	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	970 51
		Warrant Total:	**1,445.98**
Warrant #· VW 00338792	**Payee Name: MATHESON TRI-GAS INC**		
01900111	2370296121 - 5481000	Seawall Maintenance - Contract Service	40 80
		Warrant Total	**40.80**
Warrant #. VW 00338812	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART2908013	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	44 22
PART2911707	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	32 45
PART2911708	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	131 50

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Invoice Number	Account Info		Amount
		Warrant Total:	**208.17**
Warrant #: VW 00338818	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975430258	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	190 00
		Warrant Total:	**190.00**
Warrant #: VW 00338837	**Payee Name: SANTA FE AUTO PARTS INC**		
39674	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	147 56
		Warrant Total:	**147.56**
Warrant #: VW 00338852	**Payee Name: SUN COAST MARINE WORKS LLC**		
000445	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	5,000 00
		Warrant Total:	**5,000.00**
Warrant #: VW 00338853	**Payee Name: SUN COAST RESOURCES INC**		
90798115	2370296121 - 5315010	Seawall Maintenance - Oils and Lubricants	3,321 50
90809471	2370296121 - 5315010	Seawall Maintenance - Oils and Lubricants	-180 00
		Warrant Total:	**3,141.50**
		FUND 2370 TOTAL:	**11,823.03**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000108	**Payee Name. BOB PAGAN FORD INC**		
365270	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	35 94
		Warrant Total:	**35.94**
Warrant #: VW 00000110	**Payee Name: KEYWORTHS HARDWARE INC**		
000143347	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	8 58
000144402	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	31 12
000144961	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	47 50
000145093	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	8 97
		Warrant Total:	**96.17**
Warrant #: VW 00338594	**Payee Name. ABRASIVE WAREHOUSE & EQUIPMENT LP**		
0010088IN	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	152 00
		Warrant Total.	**152.00**
Warrant #: VW 00338608	**Payee Name: AMERICAN TIRE DISTRIBUTORS**		
S011574260	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	710 65
		Warrant Total:	**710.65**
Warrant #: VW 00338615	**Payee Name: AUTOZONE INC**		
1579308208	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	219 94
1579309738	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	15 98
1579310418	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	22 97
1579310648	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	88 95
1579310649	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	-12 00
		Warrant Total.	**335.84**
Warrant #. VW 00338712	**Payee Name: GALVESTON BATTERY AND ELECTRIC INC**		

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Invoice Number	Account Info		Amount
50789	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	71 68
		Warrant Total:	**71.68**
Warrant #: VW 00338739	**Payee Name: HOME DEPOT**		
1014707	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	87 62
		Warrant Total:	**87.62**
Warrant #: VW 00338757	**Payee Name: JOHNSON AUTOMOTIVE SUPPLY AND PAINT**		
228927	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	19 58
		Warrant Total:	**19.58**
Warrant #: VW 00338853	**Payee Name: SUN COAST RESOURCES INC**		
90798841	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	668 45
90811727	2410411100 - 5322010	Mosquito Control District - Auto Fuel Expense	3,735 90
		Warrant Total:	**4,404.35**
		FUND 2410 TOTAL:	**5,913.83**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00338592	**Payee Name: A-1 IMAGING CENTERS LLC**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	812 00
		Warrant Total:	**812.00**
Warrant #· VW 00338596	**Payee Name: ACHARYA MD PA,SID**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	110 70
		Warrant Total:	**110.70**
Warrant #: VW 00338611	**Payee Name: ANESTHESIA ASSOCIATES LLP**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	621 91
		Warrant Total:	**621.91**
Warrant #: VW 00338617	**Payee Name: BAHEC LLC**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	256 75
		Warrant Total:	**256.75**
Warrant #: VW 00338619	**Payee Name: BAY AREA ANESTHESIA SERVICES PA**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	44 19
		Warrant Total:	**44.19**
Warrant #: VW 00338620	**Payee Name: BAY AREA ENT SPECIALISTS LLP**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	135 79
		Warrant Total:	**135.79**
Warrant #: VW 00338621	**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**		
JAN 11 WARNEKE	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	67 90
		Warrant Total:	**67.90**
Warrant #: VW 00338622	**Payee Name. BAY AREA HOUSTON GASTROENTEROLOGY**		
JAN 11 MARCUM	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	95 36
		Warrant Total:	**95.36**

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Invoice Number	Account Info		Amount
Warrant #: VW 00338628	**Payee Name: BEELER MANSKE CLINIC LLP**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	6 82
		Warrant Total:	**6.82**
Warrant #: VW 00338639	**Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	8,845 25
		Warrant Total:	**8,845.25**
Warrant #· VW 00338651	**Payee Name: CARDIOVASCULAR CENTER P A**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	71 73
		Warrant Total:	**71.73**
Warrant #: VW 00338662	**Payee Name: CLEARLAKE PATHOLOGY PARTNERS**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	22 33
		Warrant Total:	**22.33**
Warrant #· VW 00338700	**Payee Name: FAIRMONT DIAGNOSTIC CENTER**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	275 21
		Warrant Total·	**275.21**
Warrant #: VW 00338722	**Payee Name: GOBINICH MD PA, MARY JO**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	190 10
		Warrant Total:	**190.10**
Warrant #: VW 00338724	**Payee Name: GREATER HOUSTON ANESTHEIOLOGY**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	275 10
		Warrant Total:	**275 10**
Warrant #: VW 00338725	**Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	41 09
		Warrant Total:	**41.09**
Warrant #: VW 00338730	**Payee Name: HARRIS COUNTY HOSPITAL DISTRICT**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	14 96
		Warrant Total:	**14 96**
Warrant #: VW 00338743	**Payee Name: HOUSTON PROGRESSIVE RADIOLOGY ASSO**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	57 01
		Warrant Total:	**57.01**
Warrant #· VW 00338774	**Payee Name: LEWIS MD, BEVERLY GUILLORY**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,332 08
		Warrant Total:	**2,332.08**
Warrant #: VW 00338783	**Payee Name: MAINLAND PATHOLOGY ASSOCIATES**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,210 83
		Warrant Total:	**1,210.83**
Warrant #: VW 00338784	**Payee Name: MAINLAND RADIOLOGICAL ASSOCIATION**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	119 20
		Warrant Total:	**119.20**

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Invoice Number	Account Info		Amount
Warrant #: VW 00338800	**Payee Name: MEDICAL DIAGNOSTIC LABORATORIES LLC**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,458 90
		Warrant Total:	**1,458.90**
Warrant #: VW 00338824	**Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	632 93
		Warrant Total:	**632.93**
Warrant #: VW 00338833	**Payee Name. QUEST DIAGNOSTICS CLINICAL**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	127 33
		Warrant Total:	**127.33**
Warrant #: VW 00338845	**Payee Name: SOUTHPATH LTD**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	71 06
		Warrant Total:	**71.06**
Warrant #· VW 00338864	**Payee Name: UTMB**		
JAN 11 INDG	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	16,422 20
		Warrant Total:	**16,422.20**
Warrant #: VW 00338865	**Payee Name: UTMB**		
JAN 11 FGP	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	233 92
		Warrant Total·	**233.92**
Warrant #: VW 00338876	**Payee Name: WOODLANDS SURGICAL ASSISTANT**		
JAN 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	206 48
		Warrant Total:	**206.48**
		FUND 2420 TOTAL:	**34,759.13**

FUND: 2501 Child Welfare Fund

Warrant #· VW 00338855	**Payee Name: TARGET STORES**		
DEC 10 STMT	2501443300 - 5312100	Child Welfare - Clothing Expense	608 39
DEC 10 STMT	2501443300 - 5449125	Child Welfare - Emergency Family Support	1,047 12
		Warrant Total:	**1,655.51**
Warrant #: VW 00338866	**Payee Name: UTMB**		
20012411512	2501443300 - 5481021	Child Welfare - Contract Medical Services	200 00
		Warrant Total:	**200.00**
		FUND 2501 TOTAL:	**1,855.51**

FUND: 2601 Beach & Parks Fund

Warrant #. VW 00338631	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000390290	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	63 01
		Warrant Total:	**63.01**
Warrant #. VW 00338793	**Payee Name: MATTHEWS INC**		

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Invoice Number	Account Info		Amount
52470	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	1,600 00
		Warrant Total.	**1,600.00**

Warrant #: VW 00338809 **Payee Name: MUNRO'S UNIFORM SERVICES LTD**

18657	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
18661	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	32 50
19672	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
19676	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	32 50
		Warrant Total:	**73.50**

FUND 2601 TOTAL: 1,736.51

FUND: 2824 Adult Probation Community

Warrant #: VW 00338666 **Payee Name: COLE PH D., COLLIER M**

DEC 2010 SRVC	2824255137 - 5481000	Sex Offender Supervision - Contract Service	5,130 00
		Warrant Total:	**5,130.00**

FUND 2824 TOTAL: 5,130.00

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00338602 **Payee Name: ALERE TOXICOLOGY SERVICES INC.**

738622	2841256111 - 5412301	State Aid Grant A - Drug Screening	12 00
		Warrant Total:	**12.00**

Warrant #: VW 00338614 **Payee Name: ASTIN, JULIE A**

DEC 2010 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	137 00
		Warrant Total:	**137 00**

Warrant #: VW 00338695 **Payee Name: EFFINGER, ERIKA**

DEC 2010 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	213 00
		Warrant Total:	**213 00**

Warrant #: VW 00338729 **Payee Name: HARDY, CHARLOTTE L**

NOV 2010 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	171 00
		Warrant Total:	**171.00**

Warrant #: VW 00338775 **Payee Name: LEWIS, SIRDON**

DEC 2010 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	454 50
		Warrant Total:	**454.50**

Warrant # VW 00338803 **Payee Name MORGAN, LE'NARD D.**

DEC 2010 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	185 50
		Warrant Total:	**185 50**

FUND 2841 TOTAL: 1,173.00

FUND: 2842 Community Corrections

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00338768	**Payee Name. LARSON, FAITH**		
DEC 2010 MLG	2842256187 - 5496301	IS JPO Cash match - Auto Mileage	308 25
		Warrant Total:	**308.25**
Warrant #· VW 00338820	**Payee Name: PARISH, ERVIN R**		
DEC 2010 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	111 50
		Warrant Total:	**111.50**
		FUND 2842 TOTAL:	**419.75**

FUND: 2843 ICBP Regional Grant X

Warrant #: VW 00338691	**Payee Name: DUNAWAY, LORI MA LPC-S LMFT**		
DEC 2010 SRVC	2843256123 - 5436107	ICBP Regional Grant X - Outpatient Counseling	950 00
		Warrant Total:	**950.00**
		FUND 2843 TOTAL:	**950.00**

FUND: 2848 Juv Jst Alt Education Program

Warrant #· VW 00338825	**Payee Name· PEGASUS SCHOOLS INC**		
8228	2848256173 - 5441101	Diversionary Placement H Grant - Residential Services	34,442 04
		Warrant Total:	**34,442.04**
		FUND 2848 TOTAL:	**34,442.04**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00338630	**Payee Name: BEST BUY STORES LP**		
433144	2864211127 - 5310001	Auto Task Force - Depart Supplies-Non Cap FFE	439 98
		Warrant Total:	**439.98**
Warrant #: VW 00338699	**Payee Name. EXXON CREDIT CARD CENTER**		
24763897	2864211127 - 5322010	Auto Task Force - Auto Fuel Expense	18 73
		Warrant Total:	**18.73**
		FUND 2864 TOTAL:	**458.71**

FUND: 2892 State Homeland Security Grant

Warrant #: VW 00338625	**Payee Name: BEARCOM OPERATING LLC**		
3994570	2892291112 - 5310000	Urban Areas Security Initiativ - Supplies and Materials	350 00
		Warrant Total.	**350.00**
Warrant #· VW 00338805	**Payee Name. MOTOROLA SOLUTIONS INC**		
41151277	2892291112 - 5310000	Urban Areas Security Initiativ - Supplies and Materials	30,070 68
		Warrant Total:	**30,070 68**

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Invoice Number	Account Info		Amount
		FUND 2892 TOTAL:	**30,420.68**

FUND: 2893 HMGP - IKE

Warrant #: VW 00338822 **Payee Name: PAT'S**

10130	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	3,900 00
10131	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	11,450 00
10132	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	4,500 00
10133	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	1,750 00
		Warrant Total:	**21,600.00**

Warrant #: VW 00338842 **Payee Name. SOUTH LAND TITLE LLC**

R172195	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	132,466 50
R172200	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	264,242 25
R177641	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	42,471 07
R177778	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	51,840 00
R177855	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	189,241 50
R178188	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	95,866 39
R178694	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	171,942 56
R179227	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	396,018 00
R179577	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	113,641 50
R180753	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	74,875 57
R213415	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	136,231 50
R217678	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	207,766 50
		Warrant Total:	**1,876,603.34**

FUND 2893 TOTAL: 1,898,203.34

FUND: 2914 CDBG Housing Program

Warrant #· VW 00338597 **Payee Name: ACS STATE & LOCAL SOLUTIONS INC**

588187	2914152512 - 5519030	Ownr-Occupied Reconstruction - Unit Cst-Initial Insp	14,550 00
588187	2914152512 - 5519031	Ownr-Occupied Reconstruction - Unit Cst-Prog Insp	970 00
588187	2914152512 - 5519033	Ownr-Occupied Reconstruction - Unit Cst-Envr Review	3,164 00
588187	2914152512 - 5519034	Ownr-Occupied Reconstruction - Unit Cst - Hist Review	3,474 00
588187	2914152512 - 5519035	Ownr-Occupied Reconstruction - Unit Cst-Closing Svc	4,550 00
588187	2914152512 - 5519037	Ownr-Occupied Reconstruction - Unit Cst-Rec Fees	290 00
588187	2914152540 - 5519050	Project Delivery - ACS Fixed Fee	61,985 00
588187	2914152540 - 5519051	Project Delivery - ACS Labor	754,478 25
588187	2914152540 - 5519052	Project Delivery - Prj Deliv-Tax & Parcel ID	312 00
588187	2914152540 - 5519053	Project Delivery - Proj Delivery-Ident Verific	-2,247 00
588187	2914152540 - 5519055	Project Delivery - Proj Delivery-Full Title Srch	15,549 00
588187	2914152540 - 5519059	Project Delivery - Prj Deliv-Fld Det-manual	84 00
588187	2914152540 - 5519060	Project Delivery - Prj Deliv-Fld Det-Auto	42 00
		Warrant Total:	**857,201 25**

Warrant #· VW 00338752 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

21627 2011	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,073 00
		Warrant Total:	**1,073.00**

Warrant #: VW 00338753 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

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Invoice Number	Account Info		Amount
21629 2011	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,278 00
		Warrant Total.	**1,278.00**

Warrant #: VW 00338754 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

21561 2011	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,408 00
		Warrant Total:	**1,408.00**

FUND 2914 TOTAL: 860,960.25

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00338606 **Payee Name: AMANI ENGINEERING INCL**

ES1006164	2994299354 - 5481000	Engineering for Bolivar - Contract Service	31,023 35
		Warrant Total:	**31,023.35**

Warrant #. VW 00338627 **Payee Name: BECK DISASTER RECOVERY INC**

0106170	2994299131 - 5481000	JWW-129 Priv Prop Debris Rmvl - Contract Service	145 00
0109101	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	22 50
0109102	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	67 50
0109103	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	135 00
0109104	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	45 00
0109114	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	90 00
0109115	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	112 50
0109117	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	135 00
0109118	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	90 00
0109119	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	45 00
0109120	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	90 00
0109121	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	90 00
0109123	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	135 00
0109124	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	112 50
0109159	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	45 00
0109160	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	45 00
0109161	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	135 00
0109163	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	90 00
0109164	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	112 50
0109166	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	180 00
0109167	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	45 00
0109169	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	90 00
0109171	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	45 00
0109182	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	135 00
0109183	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	135 00
0109184	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	90 00
0109278	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	157 50
0110800	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	135 00
0110801	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	135 00
0110803	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	90 00
0110804	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	90 00
0110807	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	67 50
0110808	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	45 00
0110810	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	22 50
0110811	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	45 00
0110812	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	22 50

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Invoice Number	Account Info		Amount
0110813	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	45 00
0110814	2994299133 - 5481000	JWW-131 Priv Prop Debris Rmvl - Contract Service	22 50
0110948	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	45 00
0110972	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	270 00
0110973	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	22 50
0112343	2994299132 - 5481000	JWW-130 Priv Prop Debris Rmvl - Contract Service	90 00
		Warrant Total:	**3,767.50**

Warrant #: VW 00338655 **Payee Name: CHARNOCK AND COMPANY INC**

1 122310	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-5,038 25
1 122310	2994299735 - 5481000	Bayshore Pier & Ball Field - Contract Service	100,765 04
		Warrant Total.	**95,726.79**

Warrant #: VW 00338664 **Payee Name: COBB FENDLEY & ASSOCIATES**

0233389	2994299761 - 5481000	Ft Travis Roadway/Walkway - Contract Service	5,660 76
		Warrant Total:	**5,660 76**

Warrant #: VW 00338674 **Payee Name: CROWDER GULF JOINT VENTURE INC**

BOLPPDRE20945	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-277 82
BOLPPDRE20945	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	2,778 20
BOLPPDRE20949	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-125 14
BOLPPDRE20949	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	1,251 40
BOLPPDRE20993R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-368 82
BOLPPDRE20993R	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	3,688 15
BOLPPDRE21037	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-53 13
BOLPPDRE21037	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	531 30
BOLPPDRE21038	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-43 47
BOLPPDRE21038	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	434 70
BOLPPDRE21066	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-52 64
BOLPPDRE21066	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	526 40
BOLPPDRE22322	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-582 54
BOLPPDRE22322	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	5,825 40
BOLPPDRE22397R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-353 66
BOLPPDRE22397R	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	3,536 58
BOLPPDRE22561BAL	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-0 99
BOLPPDRE22561BAL	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	9 90
		Warrant Total:	**16,723.82**

Warrant #: VW 00338692 **Payee Name: DURWOOD GREENE CONSTRUCTION LP**

1 123110	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-35,908 95
1 123110	2994299324 - 5425022	Road & Bridge Pr-Port Bolivar - Salt Cedar Road - Port Bo	7,589 57
1 123110	2994299324 - 5425254	Road & Bridge Pr-Port Bolivar - Galveston Ave-Bolivar	9,524 25
1 123110	2994299324 - 5425257	Road & Bridge Pr-Port Bolivar - Ocean Tide-Crystal Beach	9,912 11
1 123110	2994299324 - 5425265	Road & Bridge Pr-Port Bolivar - 17th Street, Port Bolivar	25,521 17
1 123110	2994299324 - 5425266	Road & Bridge Pr-Port Bolivar - 22nd Street, Port Bolivar	17,108 46
1 123110	2994299324 - 5425267	Road & Bridge Pr-Port Bolivar - Anderson Ave, Port Boliva	19,125 00
1 123110	2994299324 - 5425268	Road & Bridge Pr-Port Bolivar - Quarles Ave, Port Bolivar	4,690 46
1 123110	2994299324 - 5425282	Road & Bridge Pr-Port Bolivar - Sievers Cove Rd, Crystal	13,387 50
1 123110	2994299324 - 5425287	Road & Bridge Pr-Port Bolivar - 4th Street Loop-Port Boli	5,206 59
1 123110	2994299324 - 5425288	Road & Bridge Pr-Port Bolivar - 15th Street Port Bolivar	18,522 18
1 123110	2994299324 - 5425293	Road & Bridge Pr-Port Bolivar - Ocean Breeze Drive Port B	9,639 00
1 123110	2994299324 - 5425294	Road & Bridge Pr-Port Bolivar - Ocean Sand Drive Port Bol	10,811 75
1 123110	2994299324 - 5425295	Road & Bridge Pr-Port Bolivar - Jewel Drive Port Bolivar	10,620 50

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Invoice Number	Account Info		Amount
1 123110	2994299324 - 5425296	Road & Bridge Pr-Port Bolivar - Mae Circle Road Port Boli	20,785 05
1 123110	2994299324 - 5425297	Road & Bridge Pr-Port Bolivar - Bud Drive Port Bolivar	7,537 55
1 123110	2994299324 - 5425305	Road & Bridge Pr-Port Bolivar - Raleigh Road Port Bolivar	7,369 25
1 123110	2994299324 - 5425306	Road & Bridge Pr-Port Bolivar - W Boyt Road Port Bolivar	13,387 50
1 123110	2994299324 - 5425307	Road & Bridge Pr-Port Bolivar - 4th Street Port Bolivar	26,010 00
1 123110	2994299324 - 5425313	Road & Bridge Pr-Port Bolivar - Chadwick Street Crystal B	4,781 25
1 123110	2994299324 - 5425355	Road & Bridge Pr-Port Bolivar - 10th Street Port Bolivar	5,783 40
1 123110	2994299324 - 5425362	Road & Bridge Pr-Port Bolivar - 18th Street Port Bolivar	4,452 30
1 123110	2994299324 - 5425363	Road & Bridge Pr-Port Bolivar - Keystone Port Bolivar	14,435 55
1 123110	2994299324 - 5425364	Road & Bridge Pr-Port Bolivar - 23rd Street Port Bolivar	2,310 30
1 123110	2994299324 - 5425365	Road & Bridge Pr-Port Bolivar - 20th Street Port Bolivar	10,901 25
1 123110	2994299324 - 5425366	Road & Bridge Pr-Port Bolivar - Marlin Port Bolivar	6,456 60
1 123110	2994299324 - 5425367	Road & Bridge Pr-Port Bolivar - Bahama Lane Port Bolivar	35,130 33
1 123110	2994299355 - 5425267	Anderson Ave Port Bolivar - Anderson Ave, Port Bolivar	88,311 60
1 123110	2994299356 - 5425356	Front Ave #2 Port Bolivar - Front Avenue #2 Port Bolivar	49,042 62
1 123110	2994299357 - 5425357	Galveston Ave Port Bolivar - Galveston Avenue Port Boliva	58,663 26
1 123110	2994299358 - 5425369	Martinique Ave Port Bolivar - Martinique Lane Port Boliva	34,639 20
1 123110	2994299359 - 5425021	Magnolia Ln Port Bolivar - Magnolia Lane - Port Bolivar	51,698 70
1 123110	2994299360 - 5425023	Johnson Crawford Port Bolivar - Johnson Crawford Circle -	35,230 55
1 123110	2994299361 - 5425024	North & South Boyt Rd Port Blv - Boyt Road - Port Bolivar	79,593 66
		Warrant Total:	**682,269.51**
Warrant #: VW 00338694		**Payee Name: EDMINSTER HINSHAW RUSS & ASSOC INC.**	
48229	2994299735 - 5481000	Bayshore Pier & Ball Field - Contract Service	2,600 00
		Warrant Total·	**2,600.00**
Warrant #: VW 00338719		**Payee Name: GAYLORD BROS INC**	
1510017	2994299537 - 5481000	Galveston County Museum - Contract Service	2,263 04
		Warrant Total:	**2,263.04**
Warrant #: VW 00338751		**Payee Name: JACOBS ENGINEERING GROUP INC**	
F8Y88404121010	2994299520 - 5481000	Senior Citizens Center Building - Contract Service	11,148 80
		Warrant Total·	**11,148.80**
Warrant #: VW 00338762		**Payee Name: KEMAH HARDWARE AND SUPPLY**	
471344	2994299741 - 5481000	Erman Pilsner Boat Ramp - Contract Service	227 30
		Warrant Total.	**227.30**
Warrant #. VW 00338811		**Payee Name: MUSTANG RENTAL SERVICES INC**	
02058781	2994299741 - 5481000	Erman Pilsner Boat Ramp - Contract Service	200 00
		Warrant Total:	**200.00**
		FUND 2994 TOTAL:	**851,610.87**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #· VW 00338613		**Payee Name: ARDENT CONSTRUCTION LLC**	
7 010411	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	32,241 92
		Warrant Total:	**32,241.92**
Warrant #: VW 00338633		**Payee Name: BIG 4 STEEL SERVICES LP**	
101208	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-8,871 06

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Invoice Number	Account Info		Amount
101208	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	177,421 20
		Warrant Total:	**168,550.14**
Warrant #: VW 00338740		**Payee Name: HOOVER, JOSEPH A**	
TEN	3120179119 - 5728121	Ag Ext Svc at Carbide Park - Capital Const-Architect Fees	4,174 20
		Warrant Total:	**4,174.20**
Warrant #: VW 00338749		**Payee Name: J W KELSO COMPANY INC**	
205001B 121510	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-6,393 06
205001B 121510	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	127,861 13
		Warrant Total:	**121,468.07**
Warrant #: VW 00338778		**Payee Name: LOWERY MASONRY LLC**	
1 123110	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-3,630 00
1 123110	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	72,600 00
		Warrant Total:	**68,970.00**
Warrant #: VW 00338780		**Payee Name: LUCAS CONSTRUCTION CO INC**	
5 123110	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-3,662 50
5 123110	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	73,250 00
		Warrant Total:	**69,587.50**
Warrant #: VW 00338861		**Payee Name: TREADWELL ELECTRIC CONTRACTORS INC**	
3 013111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,725 00
3 013111	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	34,500 00
		Warrant Total:	**32,775.00**
		FUND 3120 TOTAL:	**497,766.83**

FUND: 3307 Unltd Tax Road Bonds Sr 2003B

Warrant #: VW 00338693		**Payee Name: DURWOOD GREENE CONSTRUCTION LP**	
3 122310	3307000000 - 2070001	Unltd Tx Road Bonds Sr 2003B - Contract Payable Retainage	-97 58
3 122310	3307315127 - 5731050	Highways and Roads - Overlay Galveston Seawall	1,951 56
		Warrant Total:	**1,853.98**
		FUND 3307 TOTAL:	**1,853.98**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #. VW 00338635		**Payee Name: BINKLEY & BARFIELD INC**	
15675	3312312111 - 5731135	Non-County Roads - 7 Mile Rd Re-Aligned	8,749 68
		Warrant Total:	**8,749.68**
Warrant #. VW 00338644		**Payee Name: BROWN & GAY ENGINEERS, INC.**	
00000002800	3312312111 - 5731173	Non-County Roads - 6th Street	3,599 50
		Warrant Total:	**3,599.50**
Warrant #. VW 00338670		**Payee Name: COSTELLO, INC**	
11	3312312112 - 5731139	County Road - Algoa Friendswood Rd	3,623 44
12	3312312112 - 5731139	County Road - Algoa Friendswood Rd	20,762 31

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/19/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**24,385.75**
Warrant # **VW 00338766**	**Payee Name: KLOTZ ASSOC INC**		
120041	3312312111 - 5731128	Non-County Roads - Melody Lane	16,891 78
		Warrant Total:	**16,891.78**
Warrant #: VW 00338779	**Payee Name: LUCAS CONSTRUCTION CO INC**		
5 123110 JBP	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-5,259 05
5 123110 JBP	3312312112 - 5731142	County Road - Jack Brooks Park	105,180 90
5 HC 123110	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-8,535 33
5 HC 123110	3312312111 - 5731148	Non-County Roads - Prairie-Jackson	170,706 50
5REV TIKI 113010	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-3,085 92
5REV TIKI 113010	3312312111 - 5731178	Non-County Roads - City Streets - Tiki Island	61,718 35
		Warrant Total:	**320,725.45**
Warrant #: VW 00338801	**Payee Name: METRO CITY CONSTRUCTION LP**		
2283	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-20,890 56
2283	3312312111 - 5731171	Non-County Roads - Palmer Hwy	417,811 29
		Warrant Total:	**396,920.73**
Warrant #: VW 00338823	**Payee Name: PATE ENGINEERS INC**		
0115079	3312312111 - 5731126	Non-County Roads - Owens Drive	11,349 40
		Warrant Total:	**11,349.40**
		FUND 3312 TOTAL:	**782,622.29**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00000109	**Payee Name: CIANBRO/BRASFIELD & GORRIE II A JOINT**		
7 123110	3315000000 - 2070001	Galv Causeway RR Bridge Prj - Contract Payable Retainage	-80,077 86
7 123110	3315313200 - 5732023	Causeway Railroad Bridge Prj - Railroad Causeway Bridge C	1,601,557 13
		Warrant Total.	**1,521,479.27**
Warrant #. VW 00338636	**Payee Name: BNSF RAILWAY COMPANY**		
90029675	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	18,315 76
		Warrant Total:	**18,315.76**
		FUND 3315 TOTAL:	**1,539,795.03**

FUND: 3370 Ltd Tax Flood Control Bds Sr09

Warrant # VW 00338670	**Payee Name: COSTELLO, INC.**		
21528	3370313202 - 5734306	County Flood Control Projects - FM 646	4,490 78
		Warrant Total·	**4,490.78**
		FUND 3370 TOTAL:	**4,490.78**

FUND: 6123 Group Insurance Fund

Warrant #: VW 00338639 **Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/19/2011

Invoice Number	Account Info		Amount
DEC 2010	6123155021 - 5417201	Group Insurance - Health Ins Administrative Fee	31,219 95
DEC 2010	6123155021 - 5417204	Group Insurance - Preferred Provdr Orgnztn Fee	13,752 00
		Warrant Total:	**44,971 95**
Warrant #: VW 00338652	**Payee Name: CAREHERE LLC**		
4776	6123155021 - 5417208	Group Insurance - CareHere Supplemental Fee	20,448 30
		Warrant Total:	**20,448.30**
Warrant #: VW 00338747	**Payee Name: INTERFACE EAP INC**		
C027M111	6123155021 - 5491704	Group Insurance - Employee Assistance Program	3,722 45
C027M211	6123155021 - 5491704	Group Insurance - Employee Assistance Program	3,724 30
		Warrant Total.	**7,446.75**
Warrant #. VW 00338846	**Payee Name: STANDARD INSURANCE CO**		
DEC 2010	6123155021 - 5491737	Group Insurance - Life Insurance Premiums	5,420 10
		Warrant Total·	**5,420.10**
		FUND 6123 TOTAL:	**78,287.10**

FUND: 6124 Workers Compensation Fund

Warrant #: VW 00338745	**Payee Name: HUEY T LITTLETON CLAIMS SERVICE OF**		
6632	6124155021 - 5411095	Worker's Comp Claims - Third Party Administration Fee	3,046 56
		Warrant Total:	**3,046 56**
		FUND 6124 TOTAL:	**3,046.56**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00338790	**Payee Name: MARTY'S CITY AUTO INC**		
5812	6130151431 - 5491506	General Self Insurance - Claims County Autos	3,375 65
714	6130151431 - 5491506	General Self Insurance - Claims County Autos	2,890 76
		Warrant Total:	**6,266.41**
Warrant #: VW 00338835	**Payee Name: RUST, EWING WATT & HANEY INC**		
11/10-11/11 GALV	6130151431 - 5491700	General Self Insurance - Insurance Public Officials	2,036 00
11/10-11/11 GALV	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	2,162 00
11/10-11/11 GALV	6130151431 - 5491728	General Self Insurance - Equipment Insurance	39,951 00
11/10-11/11 GALV	6130151431 - 5491730	General Self Insurance - Insurance Data Proc Equipmnt	34,279 00
11/10-11/11 GALV	6130151431 - 5491732	General Self Insurance - Insurance Boats/Autos	8,906 00
51100822 2011	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	763 00
CC 02/11-02/12	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	10,972 54
CC CRIM POL 2/11	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	1,774 00
DC 01/11-01/12	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	7,439 16
DC CRIM PO 12/11	6130151431 - 5491701	General Self Insurance - Insurance Emp Blanket Bonds	1,850 00
		Warrant Total:	**110,132 70**
		FUND 6130 TOTAL:	**116,399.11**

FUND: 7605 Escrow Fund

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/19/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00338595	**Payee Name: ACADEMY GALVESTON**		
87536	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	71 89
		Warrant Total:	**71.89**
Warrant #: VW 00338661	**Payee Name: CLEAR CREEK INDEPENDENT SCHOOL**		
SHRF SL 120710	7605000000 - 2495775	Escrow Fund - Tax Sale 10TX0194	5,937 10
		Warrant Total:	**5,937.10**
Warrant #: VW 00338709	**Payee Name: FREEMAN, ASHLEY**		
87692	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00338759	**Payee Name: JOHNSON, CHERYL**		
SHRF SL 120710	7605000000 - 2495773	Escrow Fund - Tax Sale 07TX0752	12,266 61
SHRF SL 120710	7605000000 - 2495774	Escrow Fund - Tax Sale 09TX0554	5,013 48
SHRF SL 120710	7605000000 - 2495775	Escrow Fund - Tax Sale 10TX0194	5,610 32
		Warrant Total:	**22,890.41**
Warrant #: VW 00338781	**Payee Name: LYN WINGERT & ASSOCIATES**		
SHRF SL 120710	7605000000 - 2495773	Escrow Fund - Tax Sale 07TX0752	250 00
SHRF SL 120710	7605000000 - 2495774	Escrow Fund - Tax Sale 09TX0554	250 00
		Warrant Total:	**500.00**
Warrant #: VW 00338782	**Payee Name: MADDEN, KAREN S**		
SHRF SL 120710	7605000000 - 2495773	Escrow Fund - Tax Sale 07TX0752	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00338787	**Payee Name: MARTIN, JOVAN**		
87570	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	100 00
		Warrant Total:	**100.00**
Warrant #. VW 00338796	**Payee Name: MCALLISTER, GEORGE ROBERT**		
87539	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	518 33
		Warrant Total.	**518.33**
Warrant #: VW 00338807	**Payee Name: MULLER, LOU**		
231066 REST CK	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	30 00
		Warrant Total:	**30 00**
Warrant #: VW 00338821	**Payee Name: PARTNERS RENTAL**		
307181 123010	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	300 00
		Warrant Total:	**300.00**
Warrant #. VW 00338829	**Payee Name: POOR, SHERIFF FREDDIE**		
SHRF SL 120710	7605000000 - 2495773	Escrow Fund - Tax Sale 07TX0752	645 12
SHRF SL 120710	7605000000 - 2495774	Escrow Fund - Tax Sale 09TX0554	642 44
SHRF SL 120710	7605000000 - 2495775	Escrow Fund - Tax Sale 10TX0194	842 12
		Warrant Total:	**2,129.68**
Warrant # VW 00338847	**Payee Name: STATE OF TEXAS**		
NOV 10 VICT COMP	7605000000 - 2476099	Escrow Fund - Victims Auxiliary Fund	130 15

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/19/2011

Invoice Number	Account Info		Amount
		Warrant Total.	**130.15**
Warrant #: VW 00338870	**Payee Name· WALMART**		
221336 122710	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	10 00
		Warrant Total:	**10.00**
Warrant #· VW 00338872	**Payee Name WILLIAMS JR, BILLY A**		
SHRF SL 120710	7605000000 - 2495773	Escrow Fund - Tax Sale 07TX0752	500 00
		Warrant Total:	**500 00**
Warrant #: VW 00338874	**Payee Name: WILSON, LATONIA D.**		
EX FDS SS 120710	7605000000 - 2495773	Escrow Fund - Tax Sale 07TX0752	9 27
EX FDS SS 120710	7605000000 - 2495774	Escrow Fund - Tax Sale 09TX0554	4,751 08
EX FDS SS 120710	7605000000 - 2495775	Escrow Fund - Tax Sale 10TX0194	135 46
		Warrant Total.	**4,895.81**
Warrant #: VW 00338875	**Payee Name· WILSON, LATONIA D.**		
CR CST SS 120710	7605000000 - 2495773	Escrow Fund - Tax Sale 07TX0752	484 00
CR CST SS 120710	7605000000 - 2495774	Escrow Fund - Tax Sale 09TX0554	343 00
CR CST SS 120710	7605000000 - 2495775	Escrow Fund - Tax Sale 10TX0194	475 00
		Warrant Total:	**1,302.00**
		FUND 7605 TOTAL:	**39,915.37**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/19/2011

Summary of All Funds

Fund		Amount
1101	General Fund	533,970 94
2102	Co Clerk Rec Mgt & Pres Fund	2,180 39
2212	Mediation Services Prog Fund	965 00
2220	Adult Probation Fund	2,173 90
2230	Juvenile Justice Fund	26,637 05
2250	Law Enforcement Education Fund	550 00
2301	Road & Bridge Fund	128,779 99
2341	Road District #1	50,313 87
2370	Flood Control Fund	11,823 03
2410	Mosquito Control District Fund	5,913 83
2420	Indigent Health Care Fund	34,759 13
2501	Child Welfare Fund	1,855 51
2601	Beach & Parks Fund	1,736 51
2824	Adult Probation Community	5,130 00
2841	Juvenile Probation-State Aid	1,173 00
2842	Community Corrections	419 75
2843	ICBP Regional Grant X	950 00
2848	Juv Jst Alt Education Program	34,442 04
2864	Auto Crimes Task Force Grant	458 71
2892	State Homeland Security Grant	30,420 68
2893	HMGP - IKE	1,898,203 34
2914	CDBG Housing Program	860,960 25
2994	Disaster Recovery - Ike	851,610 87
3120	Limited Tax Cnty Bldg Bds Sr09	497,766 83
3307	Unltd Tax Road Bonds Sr 2003B	1,853 98
3312	Unltd Tax Road Bonds Sr 2009	782,622 29
3315	Galv Causeway RR Bridge Proj	1,539,795 03
3370	Ltd Tax Flood Control Bds Sr09	4,490 78
6123	Group Insurance Fund	78,287 10
6124	Workers Compensation Fund	3,046 56
6130	Self Insurance Reserve Fund	116,399 11
7605	Escrow Fund	39,915 37
	Grand Total:	**7,549,604.84**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/19/2011

Approved Order to pay by Commissioners Court this day January 19, 2011.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338591	710959	A & G SUPPLIES INC	01/19/11	778 20	MW	OH		
AP00338592	711018	A-1 IMAGING CENTERS LLC	01/19/11	812 00	MW	OH		
AP00338593	702471	ABL MANAGEMENT INC	01/19/11	18,718 75	MW	OH		
AP00338594	712665	ABRASIVE WAREHOUSE & EQUIPMEN	01/19/11	152 00	MW	OH		
AP00338595	712999	ACADEMY GALVESTON	01/19/11	71 89	MW	OH		
AP00338596	706405	ACHARYA MD PA,SID	01/19/11	110 70	MW	OH		
AP00338597	711139	ACS STATE & LOCAL SOLUTIONS I	01/19/11	857,201 25	MW	OH		
AP00338598	700616	ACT PIPE AND SUPPLY	01/19/11	1,310 00	MW	OH		
AP00338599	707348	AIRGAS - SOUTHWEST INC	01/19/11	30 07	MW	OH		
AP00338600	712623	ALDOUS LAW FIRM	01/19/11	260 00	MW	OH	B7	
AP00338601	711542	ALDRIDGE & ASSOCIATES	01/19/11	715 00	MW	OH	B7	
AP00338602	706649	ALERE TOXICOLOGY SERVICES INC	01/19/11	2,021 00	MW	OH		
AP00338603	017004	ALL AMERICA SALES CORPORATION	01/19/11	163 20	MW	OH		
AP00338604	709099	ALLIED FIRE PROTECTION LP	01/19/11	1,100 00	MW	OH		
AP00338605	013177	ALVIN EQUIPMENT CO INC	01/19/11	2,616 78	MW	OH		
AP00338606	710931	AMANI ENGINEERING INCL	01/19/11	31,023 35	MW	OH		
AP00338607	711161	AMERICAN FENCE COMPANY INC	01/19/11	458 00	MW	OH		
AP00338608	710916	AMERICAN TIRE DISTRIBUTORS	01/19/11	710 65	MW	OH		
AP00338609	709811	AMERIWASTE OF TEXAS LLC	01/19/11	1,076 07	MW	OH		
AP00338610	702478	AMERSON, RODGER DAN	01/19/11	800 00	MW	OH	B7	
AP00338611	013342	ANESTHESIA ASSOCIATES LLP	01/19/11	621 91	MW	OH		
AP00338612	703690	ANSWERING SPECIALISTS INC	01/19/11	263 04	MW	OH		
AP00338613	710983	ARDENT CONSTRUCTION LLC	01/19/11	32,241 92	MW	OH		
AP00338614	704093	ASTIN, JULIE A	01/19/11	137 00	MW	OH		
AP00338615	712485	AUTOZONE INC	01/19/11	335 84	MW	OH		
AP00338616	709331	B & B ICE INC	01/19/11	100 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338617	712386	BAHEC LLC	01/19/11	256 75	MW	OH		
AP00338618	712044	BATCHELOR BUSINESS MACHINES	01/19/11	935 00	MW	OH		
AP00338619	710853	BAY AREA ANESTHESIA SERVICES	01/19/11	44 19	MW	OH		
AP00338620	712963	BAY AREA ENT SPECIALISTS LLP	01/19/11	135 79	MW	OH		
AP00338621	710831	BAY AREA HOUSTON GASTROENTERO	01/19/11	67 90	MW	OH		
AP00338622	710831	BAY AREA HOUSTON GASTROENTERO	01/19/11	95 36	MW	OH		
AP00338623	704744	BAY ENVIRONMENTAL INC	01/19/11	2 000 00	MW	OH		
AP00338624	026047	BAYGAS INC	01/19/11	446 52	MW	OH		
AP00338625	410207	BEARCOM OPERATING LLC	01/19/11	599 87	MW	OH		
AP00338626	VOID CONTINU	Void - Continued Stub	01/19/11	0 00	VM	OH		Void
AP00338627	710073	BECK DISASTER RECOVERY INC	01/19/11	3,767 50	MW	OH		
AP00338628	431686	BEELER MANSKE CLINIC LLP	01/19/11	6 82	MW	OH		
AP00338629	712019	BELL, PAULA	01/19/11	110 40	MW	OH		
AP00338630	707086	BEST BUY STORES LP	01/19/11	439 98	MW	OH		
AP00338631	700686	BFI WASTE SERVICES OF TEXAS L	01/19/11	385 24	MW	OH		
AP00338632	700686	BFI WASTE SERVICES OF TEXAS L	01/19/11	611 51	MW	OH		
AP00338633	712389	BIG 4 STEEL SERVICES LP	01/19/11	168,550 14	MW	OH		
AP00338634	712831	BILL III, ALEX	01/19/11	950 00	MW	OH	B7	
AP00338635	711556	BINKLEY & BARFIELD INC	01/19/11	8,749 68	MW	OH		
AP00338636	712358	BNSF RAILWAY COMPANY	01/19/11	18,315 76	MW	OH		
AP00338637	708352	BONDED MAINTENANCE COMPANY	01/19/11	46,479 34	MW	OH		
AP00338638	712641	BOOKER RICHARDSON & ASSO PLLC	01/19/11	260 00	MW	OH	B7	
AP00338639	709220	BOON CHAPMAN BENEFIT ADMINIST	01/19/11	53,817 20	MW	OH		
AP00338640	401759	BOSWORTH PAPERS INC	01/19/11	286 45	MW	OH		
AP00338641	710439	BOYD PHD, JENINE COLLINS	01/19/11	1,500 00	MW	OH		
AP00338642	702559	BRIGGS, LYNETTE	01/19/11	1,975 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338643	024240	BROOKSIDE EQUIP SALES INC	01/19/11	185 58	MW	OH		
AP00338644	711498	BROWN & GAY ENGINEERS, INC	01/19/11	3,599 50	MW	OH		
AP00338645	709370	BROWN, ADAM BANKS	01/19/11	825 00	MW	OH	B7	
AP00338646	401098	BURWELL, GLADYS	01/19/11	50 00	MW	OH	B7	
AP00338647	711036	BUZBEE PROPERTIES INC	01/19/11	76 05	MW	OH		
AP00338648	709306	C & S JANITORIAL SERVICES	01/19/11	1,049 00	MW	OH		
AP00338649	031559	CALICO WELDING SUPPLY CO	01/19/11	251 00	MW	OH		
AP00338650	031070	CAR PARTS AND EQUIPMENT CO IN	01/19/11	304 29	MW	OH		
AP00338651	711525	CARDIOVASCULAR CENTER P A	01/19/11	71 73	MW	OH		
AP00338652	708822	CAREHERE LLC	01/19/11	20,448 30	MW	OH		
AP00338653	400771	CARNES BROTHERS FUNERAL HOME	01/19/11	450 00	MW	OH		
AP00338654	406535	CHAN, CONNIE	01/19/11	66 00	MW	OH		
AP00338655	703007	CHARNOCK AND COMPANY INC	01/19/11	95 726 79	MW	OH		
AP00338656	705934	CHASTANGS ENTERPRISES	01/19/11	605 55	MW	OH		
AP00338657	712596	CHERRY CRUSHED CONCRETE	01/19/11	20,597 09	MW	OH		
AP00338658	711961	CITY WIDE GLASS LLC	01/19/11	185 00	MW	OH		
AP00338659	033290	CLARK, DIANE	01/19/11	276 25	MW	OH	B7	
AP00338660	712282	CLAUSELL PARRISH PLLC	01/19/11	310 50	MW	OH	B7	
AP00338661	404101	CLEAR CREEK INDEPENDENT SCHOO	01/19/11	5,937 10	MW	OH		
AP00338662	712035	CLEARLAKE PATHOLOGY PARTNERS	01/19/11	22 33	MW	OH		
AP00338663	710180	CLEVELAND ASPHALT PRODUCTS IN	01/19/11	20,424 05	MW	OH		
AP00338664	707069	COBB FENDLEY & ASSOCIATES	01/19/11	5 660 76	MW	OH		
AP00338665	709399	COBURN SUPPLY COMPANY INC	01/19/11	341 26	MW	OH		
AP00338666	034124	COLE PH D , COLLIER M	01/19/11	5,130 00	MW	OH		
AP00338667	401035	COLLEGIATE APPAREL	01/19/11	606 85	MW	OH		
AP00338668	034223	COLTZER, ROBERT G	01/19/11	365 85	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338669	400896	COOK, DAVID	01/19/11	1,139 55	MW	OH	B7	
AP00338670	711515	COSTELLO, INC	01/19/11	28,876 53	MW	OH		
AP00338671	404940	COX, ELAINE	01/19/11	428 00	MW	OH		
AP00338672	700790	COX, JONATHAN H	01/19/11	362 50	MW	OH	B7	
AP00338673	709896	CRESCENT ENGINEERING COMPANY	01/19/11	15,545 00	MW	OH		
AP00338674	708690	CROWDER GULF JOINT VENTURE IN	01/19/11	16,723 82	MW	OH		
AP00338675	712901	CRYSTAL BEACH VOLUNTEER FIRE-	01/19/11	50,000 00	MW	OH		
AP00338676	711353	CUNNINGHAM, DEBBIE D	01/19/11	111 52	MW	OH	B7	
AP00338677	704992	DAHLENBURG, MICHAEL L	01/19/11	65 00	MW	OH	B7	
AP00338678	701394	DARLING INTERNATIONAL INC	01/19/11	35 00	MW	OH		
AP00338679	709803	DARROW LAW FIRM	01/19/11	406 25	MW	OH	B7	
AP00338680	710679	DAVISON, AMRI	01/19/11	253 28	MW	OH	B7	
AP00338681	711152	DENMORE SERVICES INC	01/19/11	100 00	MW	OH	RE	
AP00338682	706153	DIAZ, MARK A	01/19/11	1,560 00	MW	OH	B7	
AP00338683	043216	DICKINSON IND SCHOOL DISTRICT	01/19/11	436 18	MW	OH		
AP00338684	043273	DISHER, DAVID A	01/19/11	695 50	MW	OH	B7	
AP00338685	706718	DOLPHIN CHEMICAL & SUPPLY COM	01/19/11	741 06	MW	OH		
AP00338686	700879	DONNA BROWN INVESTIGATION & R	01/19/11	487 50	MW	OH	B7	
AP00338687	708361	DRAGONY, RACHEL ANN	01/19/11	1,462 50	MW	OH	B7	
AP00338688	712422	DREXLER, DANA P	01/19/11	700 00	MW	OH		
AP00338689	402798	DSG INC	01/19/11	480 00	MW	OH		
AP00338690	045286	DUCOTE, JAMES	01/19/11	373 75	MW	OH	B7	
AP00338691	712144	DUNAWAY, LORI MA LPC-S LMFT	01/19/11	950 00	MW	OH		
AP00338692	044255	DURWOOD GREENE CONSTRUCTION L	01/19/11	736,320 86	MW	OH		
AP00338693	044255	DURWOOD GREENE CONSTRUCTION L	01/19/11	1,853 98	MW	OH		
AP00338694	712505	EDMINSTER HINSHAW RUSS & ASSO	01/19/11	2,600 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338695	707318	EFFINGER, ERIKA	01/19/11	213 00	MW	OH		
AP00338696	707219	EMC CORPORATION	01/19/11	1,533 79	MW	OH		
AP00338697	710066	EMILY A FISHER PLLC	01/19/11	325 00	MW	OH	B7	
AP00338698	405028	ENTERGY	01/19/11	281 17	MW	OH		
AP00338699	403437	EXXON CREDIT CARD CENTER	01/19/11	18 73	MW	OH		
AP00338700	711327	FAIRMONT DIAGNOSTIC CENTER	01/19/11	275 21	MW	OH		
AP00338701	061234	FAMILY SERVICE CENTER OF GALV	01/19/11	21,916 00	MW	OH		
AP00338702	711189	FANNING AND FANNING PLLC	01/19/11	1,559 50	MW	OH	B7	
AP00338703	061028	FAULIN, DOUGLAS E	01/19/11	1,500 00	MW	OH	B7	
AP00338704	410365	FAUS, SALVADOR	01/19/11	942 50	MW	OH	B7	
AP00338705	410365	FAUS, SALVADOR	01/19/11	211 25	MW	OH	B7	
AP00338706	712944	FBI - LEEDA	01/19/11	550 00	MW	OH		
AP00338707	711019	FINEGAN SAMUEL K	01/19/11	1,137 50	MW	OH	B7	
AP00338708	711912	FORT PC, M BRUCE	01/19/11	1,800 00	MW	OH	B7	
AP00338709	713019	FREEMAN, ASHLEY	01/19/11	100 00	MW	OH		
AP00338710	704440	FULK, GEORGE BYRON	01/19/11	8,563 75	MW	OH	B7	
AP00338711	711786	FULLEN, JAMES	01/19/11	15,883 62	MW	OH		
AP00338712	712824	GALVESTON BATTERY AND ELECTRI	01/19/11	71 68	MW	OH		
AP00338713	071118	GALVESTON COUNTY DAILY NEWS	01/19/11	13,301 92	MW	OH		
AP00338714	406195	GALVESTON COUNTY SHERIFF'S DE	01/19/11	41 80	MW	OH		
AP00338715	071175	GALVESTON COUNTY WCID #1	01/19/11	57 39	MW	OH		
AP00338716	706592	GALVESTON INSURANCE	01/19/11	1,976 00	MW	OH		
AP00338717	071746	GARATE, FAITH E	01/19/11	36 50	MW	OH		
AP00338718	709796	GAVION, BRIAN	01/19/11	213 50	MW	OH		
AP00338719	711789	GAYLORD BROS INC	01/19/11	2,311 74	MW	OH		
AP00338720	701571	GELB, JEFFREY	01/19/11	357 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338721	701571	GELB, JEFFREY	01/19/11	1,307 50	MW	OH	B7	
AP00338722	712818	GOBINICH MD PA, MARY JO	01/19/11	190 10	MW	OH		
AP00338723	709134	GRAHAM, CARMEN A	01/19/11	1,170 00	MW	OH	B7	
AP00338724	712786	GREATER HOUSTON ANESTHEIOLOGY	01/19/11	275 10	MW	OH		
AP00338725	706411	GREATER HOUSTON EMERGENCY PHY	01/19/11	41 09	MW	OH		
AP00338726	703785	GULF COAST AEROBIC SERVICES	01/19/11	150 00	MW	OH		
AP00338727	701592	GULF COAST CENTURY	01/19/11	2,533 00	MW	OH		
AP00338728	700466	HALFF ASSOCIATES	01/19/11	5,124 23	MW	OH		
AP00338729	701961	HARDY, CHARLOTTE L	01/19/11	171 00	MW	OH		
AP00338730	711192	HARRIS COUNTY HOSPITAL DISTRI	01/19/11	14 96	MW	OH		
AP00338731	713007	HEARTLAND FORENSIC PATHOLOGY	01/19/11	14,000 00	MW	OH	B7	
AP00338732	431294	HENDERSON, ANTHONY	01/19/11	54 50	MW	OH		
AP00338733	406612	HERNANDEZ, CARLOS	01/19/11	172 50	MW	OH		
AP00338734	711211	HERNDON, HEATHER	01/19/11	451 50	MW	OH		
AP00338735	403480	HERRING JR, MATTHEW	01/19/11	243 50	MW	OH		
AP00338736	400914	HIGH ISLAND MERCY CORPS	01/19/11	50,000 00	MW	OH		
AP00338737	711549	HILL ATTORNEY PLLC, GREG	01/19/11	780 00	MW	OH	B7	
AP00338738	432358	HIRSCH PHD, VICTOR	01/19/11	100 00	MW	OH		
AP00338739	409105	HOME DEPOT	01/19/11	507 22	MW	OH		
AP00338740	401096	HOOVER JOSEPH A	01/19/11	4,174 20	MW	OH		
AP00338741	084236	HOUSTON EQUIPMENT COMPANY	01/19/11	1,758 50	MW	OH		
AP00338742	405438	HOUSTON GALVESTON AREA COUNCI	01/19/11	10,006 32	MW	OH		
AP00338743	712986	HOUSTON PROGRESSIVE RADIOLOGY	01/19/11	57 01	MW	OH		
AP00338744	705825	HOUSTON STAMP AND STENCIL CO	01/19/11	2,250 75	MW	OH		
AP00338745	709064	HUEY T LITTLETON CLAIMS SERVI	01/19/11	3,046 56	MW	OH		
AP00338746	701244	IESI TX CORP ENVIRO TEX	01/19/11	98 95	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338747	400917	INTERFACE EAP INC	01/19/11	7,446 75	MW	OH		
AP00338748	410568	IRON MOUNTAIN	01/19/11	421 89	MW	OH		
AP00338749	701901	J W KELSO COMPANY INC	01/19/11	121,468 07	MW	OH		
AP00338750	407630	JACKSON, CALVIN C	01/19/11	539 50	MW	OH	B7	
AP00338751	710587	JACOBS ENGINEERING GROUP INC	01/19/11	11,148 80	MW	OH		
AP00338752	409049	JAHN-GALVESTON INSURANCE AGEN	01/19/11	1,073 00	MW	OH		
AP00338753	409049	JAHN-GALVESTON INSURANCE AGEN	01/19/11	1,278 00	MW	OH		
AP00338754	409049	JAHN-GALVESTON INSURANCE AGEN	01/19/11	1,408 00	MW	OH		
AP00338755	408547	JALUFKA, GAIL	01/19/11	5,337 00	MW	OH	B7	
AP00338756	709951	JIMENEZ, JOAQUIN	01/19/11	234 00	MW	OH	B7	
AP00338757	404661	JOHNSON AUTOMOTIVE SUPPLY AND	01/19/11	19 58	MW	OH		
AP00338758	711238	JOHNSON, CAROLYN MARKS	01/19/11	2,936 30	MW	OH	B7	
AP00338759	707570	JOHNSON, CHERYL	01/19/11	22,890 41	MW	OH		
AP00338760	701979	JONES LAW FIRM	01/19/11	14,694 39	MW	OH	B7	
AP00338761	701243	JONES, STACEY LEE	01/19/11	3,599 75	MW	OH	B7	
AP00338762	112037	KEMAH HARDWARE AND SUPPLY	01/19/11	446 54	MW	OH		
AP00338763	712616	KEPHART, LAURIE	01/19/11	67 50	MW	OH		
AP00338764	711325	KIWI TIRE SHOP	01/19/11	85 00	MW	OH		
AP00338765	402386	KLEEN JANITORIAL SUPPLY COMPA	01/19/11	6,225 27	MW	OH		
AP00338766	113100	KLOTZ ASSOC INC	01/19/11	16,891 78	MW	OH		
AP00338767	712312	LAIRD-VALDEZ LLP	01/19/11	162 50	MW	OH	B7	
AP00338768	711705	LARSON, FAITH	01/19/11	308 25	MW	OH		
AP00338769	712286	LAW FIRM OF W L SAVOIE, THE	01/19/11	650 00	MW	OH	B7	
AP00338770	712266	LAW OFFICE OF KYLE VERRET PLL	01/19/11	12,165 00	MW	OH	B7	
AP00338771	706605	LAW OFFICE OF MICHELE BASSETT	01/19/11	552 50	MW	OH	B7	
AP00338772	708879	LAW OFFICES OF SUSAN M EDMONS	01/19/11	2,749 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338773	705777	LEATHERS, BILL	01/19/11	1,267 50	MW	OH	B7	
AP00338774	708867	LEWIS MD, BEVERLY GUILLORY	01/19/11	2,332 08	MW	OH		
AP00338775	710524	LEWIS, SIRDON	01/19/11	454 50	MW	OH		
AP00338776	123026	LIGGIOS TIRE AND SERVICE CENT	01/19/11	2,803 71	MW	OH		
AP00338777	705152	LOVE, PAUL	01/19/11	1,800 00	MW	OH	B7	
AP00338778	711180	LOWERY MASONRY LLC	01/19/11	68,970 00	MW	OH		
AP00338779	125518	LUCAS CONSTRUCTION CO INC	01/19/11	320,725 45	MW	OH		
AP00338780	125518	LUCAS CONSTRUCTION CO INC	01/19/11	69,587 50	MW	OH		
AP00338781	709842	LYN WINGERT & ASSOCIATES	01/19/11	500 00	MW	OH		
AP00338782	708464	MADDEN, KAREN S	01/19/11	500 00	MW	OH		
AP00338783	706407	MAINLAND PATHOLOGY ASSOCIATES	01/19/11	1,210 83	MW	OH		
AP00338784	706406	MAINLAND RADIOLOGICAL ASSOCIA	01/19/11	119 20	MW	OH		
AP00338785	406588	MANGLE, CHRISTINE L	01/19/11	162 50	MW	OH	B7	
AP00338786	407300	MARION, WILLIAM DAVID	01/19/11	752 50	MW	OH	B7	
AP00338787	713004	MARTIN, JOVAN	01/19/11	100 00	MW	OH		
AP00338788	704124	MARTIN, THOMAS A	01/19/11	130 00	MW	OH	B7	
AP00338789	704124	MARTIN, THOMAS A	01/19/11	130 00	MW	OH	B7	
AP00338790	705312	MARTY'S CITY AUTO INC	01/19/11	6,266 41	MW	OH		
AP00338791	705424	MASTER WORD SERVICE INC	01/19/11	1,984 50	MW	OH		
AP00338792	407317	MATHESON TRI-GAS INC	01/19/11	270 84	MW	OH		
AP00338793	131391	MATTHEWS INC	01/19/11	1,600 00	MW	OH		
AP00338794	705185	MAUZY, BRUCE	01/19/11	1,111 50	MW	OH	B7	
AP00338795	400252	MAXWELL, BONITA G	01/19/11	95 50	MW	OH		
AP00338796	713000	MCALLISTER, GEORGE ROBERT	01/19/11	518 33	MW	OH		
AP00338797	404930	MCCARNES, LOIS	01/19/11	682 50	MW	OH	B7	
AP00338798	711507	MCNALLY, CHRISTINA	01/19/11	119 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338799	131029	MCREE FORD INC	01/19/11	45 41	MW	OH		
AP00338800	712994	MEDICAL DIAGNOSTIC LABORATORI	01/19/11	1,458 90	MW	OH		
AP00338801	712341	METRO CITY CONSTRUCTION LP	01/19/11	396,920 73	MW	OH		
AP00338802	404921	MILLS SHIRLEY LLP	01/19/11	78 00	MW	OH	B7	
AP00338803	706214	MORGAN, LE'NARD D	01/19/11	185 50	MW	OH		
AP00338804	710357	MORRIS, PHILLIP W	01/19/11	552 50	MW	OH	B7	
AP00338805	134056	MOTOROLA SOLUTIONS INC	01/19/11	30,070 68	MW	OH		
AP00338806	405987	MUELLER DINAH J	01/19/11	65 00	MW	OH	B7	
AP00338807	711727	MULLER, LOU	01/19/11	30 00	MW	OH		
AP00338808	VOID CONTINU	Void - Continued Stub	01/19/11	0 00	VM	OH		Void
AP00338809	710385	MUNRO'S UNIFORM SERVICES LTD	01/19/11	2,031 42	MW	OH		
AP00338810	712990	MURRAY, JASON	01/19/11	17,410 16	MW	OH		
AP00338811	406192	MUSTANG RENTAL SERVICES INC	01/19/11	200 00	MW	OH		
AP00338812	404669	MUSTANG TRACTOR & EQUIPMENT C	01/19/11	208 17	MW	OH		
AP00338813	705888	NAJER, MAURICE	01/19/11	260 00	MW	OH	B7	
AP00338814	400707	NICKELSON, LINDA J	01/19/11	828 75	MW	OH	B7	
AP00338815	144261	NORRIS, BRENT T	01/19/11	57 50	MW	OH		
AP00338816	409667	NORTHERN TOOL EQUIPMENT COMPA	01/19/11	189 71	MW	OH		
AP00338817	711748	OLIVER, RICHARD K	01/19/11	390 00	MW	OH	B7	
AP00338818	400105	OWEN ELECTRIC SUPPLY	01/19/11	4,376 54	MW	OH		
AP00338819	705290	PALMER, MICHAEL	01/19/11	520 00	MW	OH	B7	
AP00338820	409712	PARISH, ERVIN R	01/19/11	111 50	MW	OH		
AP00338821	712996	PARTNERS RENTAL	01/19/11	300 00	MW	OH		
AP00338822	409788	PAT'S	01/19/11	21,600 00	MW	OH		
AP00338823	702817	PATE ENGINEERS INC	01/19/11	11,349 40	MW	OH		
AP00338824	706418	PATIENT'S ANESTHESIA GROUP PA	01/19/11	632 93	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338825	711436	PEGASUS SCHOOLS INC	01/19/11	34,442 04	MW	OH		
AP00338826	709286	PESTMASTER SERVICES INC	01/19/11	3,305 08	MW	OH		
AP00338827	709307	PINNACLE MEDICAL MANAGEMENT C	01/19/11	3,096 00	MW	OH		
AP00338828	163485	PITNEY BOWES	01/19/11	951 00	MW	OH		
AP00338829	406092	POOR, SHERIFF FREDDIE	01/19/11	2,129 68	MW	OH		
AP00338830	164046	PORT BOLIVAR VFD EMS	01/19/11	50,000 00	MW	OH		
AP00338831	164392	PRECISION DYNAMICS CORP	01/19/11	938 71	MW	OH		
AP00338832	703165	PRODUCTIVITY CENTER INC	01/19/11	295 00	MW	OH		
AP00338833	711312	QUEST DIAGNOSTICS CLINICAL LA	01/19/11	127 33	MW	OH		
AP00338834	710577	RUSSELL GREG	01/19/11	585 00	MW	OH	B7	
AP00338835	185017	RUST, EWING WATT & HANEY INC	01/19/11	160,272 70	MW	OH		
AP00338836	400133	SANDERS, EARNESTINE LYNCH	01/19/11	181 50	MW	OH		
AP00338837	191023	SANTA FE AUTO PARTS INC	01/19/11	3,487 60	MW	OH		
AP00338838	700001	SANTA FE SENIOR CITIZENS COUN	01/19/11	500 00	MW	OH		
AP00338839	192161	SHATTUCK, BOB	01/19/11	1,000 00	MW	OH	B7	
AP00338840	700250	SIEMENS BUILDING TECHNOLOGIES	01/19/11	480 00	MW	OH		
AP00338841	402266	SMITH, PATRICIA	01/19/11	120 00	MW	OH		
AP00338842	712436	SOUTH LAND TITLE LLC	01/19/11	1876 603 34	MW	OH		
AP00338843	701326	SOUTHERN COMPUTER WAREHOUSE	01/19/11	5,054 17	MW	OH		
AP00338844	408831	SOUTHERN CRUSHED CONCRETE LLC	01/19/11	8,692 18	MW	OH		
AP00338845	706392	SOUTHPATH LTD	01/19/11	71 06	MW	OH		
AP00338846	500042	STANDARD INSURANCE CO	01/19/11	5,420 10	MW	OH		
AP00338847	405006	STATE OF TEXAS	01/19/11	130 15	MW	OH		
AP00338848	708715	STREAM ENERGY	01/19/11	32 16	MW	OH		
AP00338849	702839	SUHLER, DAVID	01/19/11	180 00	MW	OH	B7	
AP00338850	706105	SULLIVAN PHARMACY	01/19/11	31 98	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338851	712040	SUMMERLIN, ROBERT E PLLC	01/19/11	894 00	MW	OH	B7	
AP00338852	711760	SUN COAST MARINE WORKS LLC	01/19/11	5 000 00	MW	OH		
AP00338853	405722	SUN COAST RESOURCES INC	01/19/11	32,177 68	MW	OH		
AP00338854	707408	SUNGARD PUBLIC SECTOR INC	01/19/11	195 00	MW	OH		
AP00338855	406738	TARGET STORES	01/19/11	1,655 51	MW	OH		
AP00338856	202671	TEXAS ASSOCIATION OF COUNTIES	01/19/11	2,440 00	MW	OH		
AP00338857	709875	TEXAS OUTHOUSE INC	01/19/11	295 00	MW	OH		
AP00338858	406147	THOMA, JOHN	01/19/11	500 00	MW	OH	B7	
AP00338859	712226	THOMAS, WILLIAM LEE	01/19/11	250 00	MW	OH	B7	
AP00338860	709402	TRACY'S FOODS INC	01/19/11	60 00	MW	OH		
AP00338861	705465	TREADWELL ELECTRIC CONTRACTOR	01/19/11	32,775 00	MW	OH		
AP00338862	204149	TRUSCOTT, HELEN STEWART	01/19/11	305 50	MW	OH	B7	
AP00338863	710161	TUBING AND METRICS HYDRAULICS	01/19/11	147 36	MW	OH		
AP00338864	402812	UTMB	01/19/11	16,422 20	MW	OH		
AP00338865	402812	UTMB	01/19/11	233 92	MW	OH		
AP00338866	402812	UTMB	01/19/11	200 00	MW	OH		
AP00338867	402812	UTMB	01/19/11	400 00	MW	OH		
AP00338868	709039	VICKERY, KAY	01/19/11	36 50	MW	OH		
AP00338869	702057	WALKER, MARGARET W	01/19/11	100 00	MW	OH	B7	
AP00338870	706298	WALMART	01/19/11	10 00	MW	OH		
AP00338871	402963	WASTE MANAGEMENT INC	01/19/11	4,285 11	MW	OH		
AP00338872	707577	WILLIAMS JR, BILLY A	01/19/11	500 00	MW	OH		
AP00338873	712638	WILSON, JOCELYN	01/19/11	536 50	MW	OH		
AP00338874	705966	WILSON, LATONIA D	01/19/11	4,895 81	MW	OH		
AP00338875	705966	WILSON, LATONIA D	01/19/11	1,302 00	MW	OH		
AP00338876	712978	WOODLANDS SURGICAL ASSISTANT	01/19/11	206 48	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338877	401705	WW GRAINGER INC	01/19/11	183 20	MW	OH		
AP00338878	242016	XEROX CORPORATION	01/19/11	66,821 33	MW	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	2
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	6024,567 98	Number of Checks Processed	286
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	6024,567 98		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000107	404603	BAKER, STEPHEN W	01/19/11	978 50	CX	OH	B7	
FT00000108	161059	BOB PAGAN FORD INC	01/19/11	2,392 17	CX	OH		
FT00000109	712005	CIANBRO/BRASFIELD & GORRIE II	01/19/11	1521,479 27	CX	OH		
FT00000110	403006	KEYWORTHS HARDWARE INC	01/19/11	186 92	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	1525,036 86	Number of Checks Processed	4
S U B T O T A L	1525,036 86		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
		G R A N D T O T A L S						
		Total Void Machine Written		0 00			Number of Checks Processed	2
		Total Void Hand Written		0 00			Number of Checks Processed	0
		Total Machine Written		6024,567 98			Number of Checks Processed	286
		Total Hand Written		0 00			Number of Checks Processed	0
		Total Reversals		0 00			Number of Checks Processed	0
		Total Cancelled		1525,036 86			Number of Checks Processed	4
		G R A N D T O T A L		7549,604 84				

AGENDA ITEM #13

ORDER

On this the 19th day of January 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Jan 5, 2011 and being salary warrant numbers **PY0332231.** The gross amount of such warrants are estimated **$ 37,207.65 for Supplemental Payroll # 601, 2011.**

UPON MOTION OF COUNTY COMMISSIONER **O'BRIEN** AND SECONDED

BY ~~COMMISSIONER~~ **COUNTY JUDGE HENRY** THE ABOVE ORDER WAS PASSED THIS **19TH** DAY

OF **JAN.**, 2011 with **5** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

Mark A Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

ORDER

On this the 19th day of January 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO. 1 *as are shown on the payroll lists attached hereto and made a part hereof* for all intents and purposes for the period ending Jan 5, 2011 and being salary warrant numbers **PY0332232.** The gross amount of such warrants are estimated **$ 418.42 for Supplemental Payroll # 701, 2011.**

UPON MOTION OF COUNTY COMMISSIONER **O'BRIEN** AND SECONDED

BY ~~COMMISSIONER~~ **COUNTY JUDGE HENRY** THE ABOVE ORDER WAS PASSED THIS **19TH** DAY

OF **JAN.**, 2011 with **5** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

Mark A Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #14

GALVESTON COUNTY, TEXAS

CONDENSED CONDITION OF FUNDS STATEMENT
AT October 31, 2010 (in 000's)

	Annually-Budgeted Funds		All Other
	General Fund	Other Funds	Funds
Assets and Other Debits			
Cash and Equivalents	$ 26 009	$ 49 511	$ 177,339
Investments	-	9,554	-
Receivables, Net	101,057	33,505	9 487
Capital Assets	-	-	253,466
Other Assets	2,005	3 556	141 621
Other Debits	-	-	368 626
Total Assets and Other Debits	$ 129,071	$ 96,126	$ 950,540
Liabilities, Equity and Other Credits			
Liabilities			
Accounts and Other Payables	$ 2 678	$ 5,604	$ 13 595
Other Liabilities	13,254	3,718	3,545
Payable - Restricted Assets	301	18 841	342
Bonds and Long-Term Payables	-	-	368,626
Total Liabilities	16 233	28,163	386 108
Equity	112 837	67 963	169 473
Other Credits	-	-	394,958
Total Liabilities, Equity and Other Credits	$ 129 071	$ 96,126	$ 950 540

CONDENSED BUDGET STATEMENT
AT October 31, 2010 (in 000's)

	Annually-Budgeted Funds				All Other
	General Fund		Other Funds		Funds
	Budget	Actuals	Budget	Actuals	Actuals
Revenues and Sources	$ 111,182	$ 89,655	$ 68,269	$ 32,065	$ 9,814
Expenditures and Uses	133 678	5,692	98,212	3 785	5,473
Net	(22,496)	83,962	(29,943)	28 280	4,341
Equity & Other Credits Beginning of Year	28 875	28,875	39 683	39 683	560 090
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits, End of Year	$ 6,379	$ 112 837	$ 9,740	$ 67 963	$ 564 431

Amounts are expressed in thousands of dollars

This data is unaudited and is presented pursuant to Texas Local Government Code §114 023

Cliff Billingsley, CPA, Galveston County Auditor, P O Box 1418 Galveston, Texas 77553-1418

Detailed financial information is available on our Internet web site

http www co galveston tx us/auditor auditorsoffice/,

at the County Auditor's Office at 722 Moody, 4th Floor, Galveston Texas 77550

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - MNB3010008898
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013056)
October 31, 2010

BALANCES PER THE BANK				
	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$170 357 84	$ 813,216 48	$ 893,309 21	$ 90,265 11
DEPOSITS IN TRANSIT				
PRIOR MONTH CLAIMS FUNDING	-			-
CURRENT MONTH CLAIMS FUNDING		-		-
OUTSTANDING CHECKS				
PRIOR MONTH 518 728 51	(518,728 51)		(518,728 51)	-
CURRENT MONTH 28 149 71			28,149 71	(28,149 71)
ADJUSTMENTS				
Duplicate Ck#13710 clrd ck13598 duplicate	54 49			54 49
Amount Error Ck# 13671 clrd1/4/08 as 13674 for 54 49 sb 6 81	47 58			47 58
Ck #28408 cleared 12/8/08 for 7 11 sb 7 34	(0 23)			(0 23)
3/1/10 Ck41715 cleared for 7 81 s/h/bn 47 81 is OS	47 81			47 81
OS list for original amount of $1 100 80	1,100 80			1,100 80
9/16/2010 Bank Reversal snt to third party	151529 08		151 529 08	-
9/23/10 Bank Reversal snt to third party	200,955 90		200,955 90	-
10/27/10 Stop Loss Check-file not snt by admin			57,901 80	(57,901 80)
				-
ADJUSTED BALANCES PER BANK	$ 5,364 76	$ 813,216 48	$ 813,117 19	$ 5 464 05

BALANCES PER THE BOOKS				
	BEGINNING	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 5 364 76	$ 813,117 19	$ 813,117 19	$ 5,364 76
ADJUSTMENTS				
				-
				-
Interest				-
		99 29		99 29
ADJUSTED BALANCES PER THE BOOKS	$ 5,364 76	$ 813,216 48	$ 813,117 19	$ 5,464 05

MNB

DATE 10/29/10
ACCOUNT NUMBER 3010008898
ENCL 7

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

NEW MOODY ONLINE BANKING CAPABILITY - CUSTOMER PASSWORD SELF RESET
GO TO THE LOGIN PAGE AT WWW MOODYBANK COM FOR INFORMATION ON THIS NEW FEATURE

BRANCH ACCOUNTS

VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	7
ACCOUNT NUMBER	3010008898	Statement Dates	10/01/10 thru 10/31/10
PREVIOUS BALANCE	170,357 84	DAYS IN THE STMT PERIOD	31
5 DEPOSITS/CREDITS	813,117 19	AVERAGE DAILY BALANCE	77,941 48
12 CHECKS/DEBITS	893,309 21	AVERAGE COLLECTED BAL	77,941 48
SERVICE CHARGE	00	Interest Earned	99 29
INTEREST PAID	99 29	Annual Percentage Yield Earned	1 51%
CURRENT BALANCE	90,265 11	2010 Interest Paid	2,726 52

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

Chapman, Brandy

From: Paz, Jocelyn

Sent: Monday, January 10, 2011 12 24 PM

To: Andree, Debbie, Billingsley, Cliff, Black, Susan, Chapa, Ron, Chapman, Brandy, Cherry, Jane, Clark, Ken, Cox, Lonnie, Criss, Susan, Doyle, Patrick, Ellisor, John, Garner, David, Gilliam, Cindy, Holmes, Stephen, O'Brien, Kevin, Mallia, Wayne, Manning, Diane, Modzelewski, Jeff, Ortiz, Mindi, Paz, Jocelyn, Pimentel, Norma, Sanchez, John, Seidl-Smith, Katherine, Shelby, Ronald, Stringer, Troy, Sullivan, Dwight, Trevino, Rosemary, Walsh, Kevin, Henry, Mark, Yarbrough, Jan, Yearind, Denise, Allison, Michael, Barnett, Diana, ", 'louispaulsjr@sbcglobal net", 'maryp@friendswood lib tx us", 'steve murray@fitchratings com'

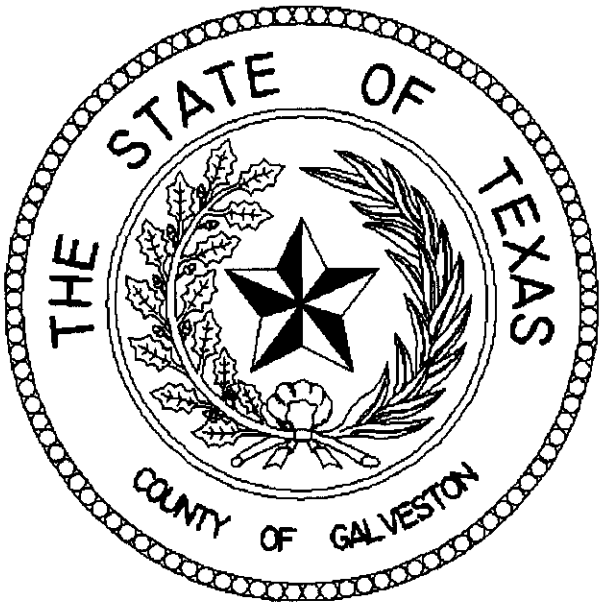
Subject: October 2010 Monthly Report

Please note the attached monthly unaudited report for October 2010. Let me know if there are any questions. Thank you.

GALVESTON COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

October 31, 2010



Prepared By
County Auditor's Office

Cliff Billingsley, C.P.A
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

MEMBERS OF GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA
THIS REPORT IS AVAILABLE ON THE INTERNET http //www co galveston tx us/auditor/auditorsoffice/

GALVESTON COUNTY, TEXAS
UNAUDITED MONTHLY FINANCIAL REPORT
October 31, 2010
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- ***Footnotes*** Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals Some revenues and expenditures may not be included in the monthly report totals as these amounts did not meet the deadline for month-end reporting

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

January 6, 2011

The Honorable District Judges and the Honorable Members of the Commissioners' Court:

The unaudited and unadjusted financial report of Galveston County, Texas, for the month ended October 31, 2010, is hereby submitted as required by Local Governmental Code §114 023 and §114 025

This report is presented in three sections, namely Financial Statements, Schedules and Budget Status

Although this report is self explanatory, please do not hesitate to call the County Auditor's office for more information at (409) 770-5304 This report can be seen on the Internet at ***http://www.co.galveston.tx.us/auditor/auditorsoffice/***

Respectfully submitted,

Cliff Billingsley, C.P.A.
County Auditor

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FINANCIAL STATEMENTS

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
10/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	GOVRNMNTL FUND TYPES				PROPRTRY FUND TYPES	FIDUCIARY FUND TYPES	ACCOUNT GROUPS	
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	INTERNAL SERVICE	AGENCY	CAPITAL ASSETS	GENERAL LONG-TERM DEBT
ASSETS AND OTHER DEBITS								
Cash and Investments								
Cash and Cash Equivalents	26,008,918	62,431,288	9,687,581	139842,198	6,478,285	8,411,073	0	0
Investments	0	0	0	0	0	9,553,762	0	0
Receivables (Net of Allowances for Uncollectibles)								
Interest	0	0	0	0	0	0	0	0
Taxes (Note 1)	98,926,608	4,649,554	28,543,062	0	0	0	0	0
Accounts	2,051,533	5,143,136	0	4,354,818	25,768	11,440	0	0
Other	108,887	242,146	7,515	0	0	15,258	0	0
Due From Other Funds	1,974,757	150,862	0	0	1,113,361	0	0	0
Inventory at Cost	0	617,722	0	0	0	0	0	0
Prepaid Expenditures	0	4,378	0	0	218,885	0	0	0
Restricted Assets								
Cash and Cash Equivalents	0	2,302	0	0	0	0	0	0
Guardianship Assets	0	0	0	0	0	1,577,088	0	0
Capital Assets								
Land	0	0	0	0	0	0	27,822,267	0
Infrastructure	0	0	0	0	0	0	141492,104	0
Buildings	0	0	0	0	0	0	188271,012	0
Improvements Other Than Bldgs	0	0	0	0	0	0	1,321,254	0
Equipment	0	0	0	0	0	0	32,502,545	0
Construction in Progress	0	0	0	0	0	0	3,548,894	0
Amount Avail. - Debt Serv Funds	0	0	0	0	0	0	0	35,453,428
Amount to be Provided For								
Retirement of Gen L-T Debt	0	0	0	0	0	0	0	328,864,995
Compensated Absences	0	0	0	0	0	0	0	4,307,965
TTL ASSETS & OTHER DEBITS	129070,703	73,241,388	38,238,158	144197,017	7,836,299	19,568,619	394958,075	368,626,387

Note 1 "Receivables - Taxes" includes amounts both current and delinquent that remain to be collected

Note 2 "Undistr Taxes" (if any) is recent collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
10/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	TOTALS (MEMO ONLY) 2010	TOTALS (MEMO ONLY) PRIOR YEAR
ASSETS AND OTHER DEBITS		
Cash and Investments		
Cash and Cash Equivalents	252,859,343	240,455,659
Investments	9,553,762	33,728,518
Receivables (Net of Allowances for Uncollectibles)		
Interest	0	0
Taxes (Note 1)	132,119,224	132,517,663
Accounts	12,586,695	15,836,784
Other	373,805	452,322
Due From Other Funds	3,238,980	22,312,445
Inventory at Cost	617,722	619,400
Prepaid Expenditures	223,263	212,724
Restricted Assets		
Cash and Cash Equivalents	2,302	2,217
Guardianship Assets	1,577,088	1,577,088
Capital Assets		
Land	27,822,267	27,822,267
Infrastructure	141,492,104	141,492,104
Buildings	188,271,012	188,271,012
Improvements Other Than Bldgs	1,321,254	1,321,254
Equipment	32,502,545	32,502,545
Construction in Progress	3,548,894	3,548,894
Amount Avail - Debt Serv Funds	35,453,428	31,371,626
Amount to be Provided For		
Retirement of Gen L-T Debt	328,864,995	332,946,796
Compensated Absences	4,307,965	4,307,965
TTL ASSETS & OTHER DEBITS	1175736,646	1211299,283

Note 1 "Receivables - Taxes" includes amounts both current and delinquent that remain to be collected

Note 2 "Undistr Taxes" (if any) is recent collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
10/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	GOVRNMNTL FUND TYPES				PROPRTRY FUND TYPES	FIDUCIARY FUND TYPES	ACCOUNT GROUPS	
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	INTERNAL SERVICE	AGENCY	CAPITAL ASSETS	GENERAL LONG-TERM DEBT
LIABILITIES, EQUITY AND OTHER CREDITS								
Liabilities								
Accounts Payable	2,674,557	799,964	0	5,643,573	1,915,990	14,424	0	0
Compensated Absences Payable	0	0	0	0	0	0	0	0
Retainage Payable	3,656	6,925,468	0	619,202	0	0	0	0
Est Liab-Claims/Jdgmts Pyble	0	9,940	520,509	0	2,749,500	0	0	0
Due to Others	1,052,727	431,815	156,328	59	0	715,961	0	0
Payable From Restr Assets								
Due to Other Entities	0	0	0	0	0	16,459,473	0	0
Escrow Deposits/Deposits Held	300,718	375,432	0	0	0	2,348,025	0	0
Due to Other Funds	1,202,041	1,997,170	0	0	0	30,736	0	0
Deferred Revenues (Note 3)	10,999,652	1,723,584	2,107,893	100,000	0	0	0	0
Bonds/Other Long-Term Payables	0	0	0	0	0	0	0	368,626,387
Total Liabilities	16,233,351	12,263,372	2,784,730	6,362,834	4,665,490	19,568,619	0	368,626,387
Equity and Other Credits								
Investment in Gen Fixed Assets	0	0	0	0	0	0	394958,075	0
Net Assets - Restricted	0	0	0	0	201,917	0	0	0
Net Assets - Unrestricted	0	0	0	0	2,968,892	0	0	0
Fund Balances								
Reserved								
Encumbrances	568,944	0	0	0	0	0	0	0
Invertory	0	617,722	0	0	0	0	0	0
Prepaid Expenditures	0	0	0	0	0	0	0	0
Outstanding Checks	0	2,120	0	0	0	0	0	0
Debt Service	0	0	35,453,428	0	0	0	0	0
Unreserved								
Designated	6,404,394	10,794,395	0	137834,183	0	0	0	0
Undesignated	105864,013	49,563,778	0	0	0	0	0	0
Ttl Equity & Other Credits	112837,351	60,978,016	35,453,428	137834,183	3,170,809	0	394958,075	0
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	129070,703	73,241,388	38,238,158	144197,017	7,836,299	19,568,619	394958,075	368,626,387

Note 3 "Deferred Revenues" includes taxes receivable, a Mainland Center Hospital judgment, and miscellaneous revenues

The numbers preserted herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
10/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	TOTALS (MEMO ONLY) 2010	TOTALS (MEMO ONLY) PRIOR YEAR
LIABILITIES, EQUITY AND OTHER CREDITS		
Liabilities		
Accounts Payable	11,048,508	13,673,534
Compensated Absences Payable	0	9,439
Retainage Payable	7,548,326	5,181,830
Est Liab-Claims/Jdgmts Pyble	3,279,948	3,278,121
Due to Others	2,356,890	2,844,656
Payable From Restr Assets		
Due to Other Entities	16,459,473	16,464,035
Escrow Deposits/Deposits Held	3,024,175	2,807,678
Due to Other Funds	3,229,947	22,312,445
Deferred Revenues (Note 3)	14,931,129	17,671,949
Bonds/Other Long-Term Payables	368,626,387	368,626,387
Total Liabilities	430,504,784	452,870,074
Equity and Other Credits		
Investment in Gen Fixed Assets	394,958,075	394,958,075
Net Assets - Restricted	201,917	144,505
Net Assets - Unrestricted	2,968,892	3,925,430
Fund Balances		
Reserved		
Encumbrances	568,944	9,292,992
Inventory	617,722	617,722
Prepaid Expenditures	0	0
Outstanding Checks	2,120	32,114
Debt Service	35,453,428	31,358,483
Unreserved		
Designated	155,032,972	167,171,175
Undesignated	155,427,792	150,928,742
Ttl Equity & Other Credits	745,231,861	758,429,209
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	1175736,646	1211299,283

Note 3 "Deferred Revenues" includes taxes receivable, a Mainland Center Hospital judgment, and miscellaneous revenues

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
YEAR TO DATE AT 10/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Unaudited)

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
REVENUES						
Taxes (Note 4)	$88,228,550	$4,018,928	$26,491,586	$0	$118,739,064	$117,418,363
Licenses and Permits	0	166,219	0	0	166,220	123,861
Intergovernmental	529,664	5,779,785	0	4,047,847	10,357,297	1,198,331
Charges for Services	469,928	188,150	0	0	658,077	666,054
Fines and Forfeitures	216,816	54,007	0	0	270,823	306,649
Investment Revenue	114,832	19,940	9,224	35,950	179,947	236,657
Other	84,686	2,324	0	0	87,010	333,114
TOTAL REVENUES	89,644,477	10,229,353	26,500,810	4,083,797	130,458,438	120,283,029
EXPENDITURES						
Current Operating						
General Government	2,905,517	(1,346,682)	0	19,838	1,578,673	2,611,810
Public Safety	2,412,048	3,990,567	0	0	6,402,615	2,173,596
Sanitation	0	0	0	0	0	0
Health and Social Services	145,402	165,382	0	0	310,783	694,900
Culture and Recreation	141,455	15,895	0	0	157,350	136,899
Conservation	28,947	0	0	0	28,947	29,738
Roads, Bridges, Right-of-Way	0	329,124	0	0	329,124	(514,636)
Capital Outlay	0	13,503	0	3,227,154	3,240,657	1,709,639
Bond Issuance Costs	0	0	0	0	0	0
Debt Service						
Principal	0	0	0	0	0	0
Interest and Fiscal Charges	0	0	1,547	0	1,547	1,547
Advance Refunding Escrow	0	0	0	0	0	0
TOTAL EXPENDITURES	5,633,369	3,167,788	1,547	3,246,992	12,049,696	6,843,493
Excess (Deficiency) of Revenues Over (Under) Expenditures	84,011,108	7,061,565	26,499,264	836,806	118,408,743	113,439,536
OTHER FINANCING SOURCES (USES)						
Operating Transfers In	0	0	0	0	0	5,400
Operating Transfers Out	0	0	0	0	0	(5,400)
Op Trsfrs Out-Component Unit	(54,879)	0	0	0	(54,879)	(66,942)
Bond Discount	0	0	0	0	0	0
Loan Proceeds	0	0	0	0	0	0
Sale of Capital Assets	10,045	0	0	0	10,045	2,213
Face Value-LongTerm Debt Issue	0	0	0	0	0	0
Premium-Long Term Debt Issued	0	0	0	0	0	0
Reserves and Other	(3,904)	0	0	0	(3,904)	(2,173)
TTL OTHR FINCING SRCS (USES)	(48,737)	0	0	0	(48,737)	(66,903)

(Continued)

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
YEAR TO DATE AT 10/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Unaudited)

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	83,962,371	7,061,565	26,499,264	836,806	118,360,006	113,372,633
FUND BALANCES BEGINNING OF YEAR	28,874,981	53,916,450	8,954,164	136,997,377	228,742,971	246,028,596
FUND BALANCES, END OF YEAR	$112,837,351	$60,978,016	$35,453,428	$137,834,183	$347,102,977	$359,401,229

Note 4 "Taxes" is primarily current and delinquent taxes with penalties and interest received to date Tax revenues were estimated based on prior year actual collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
Year to Date at October 31, 2010
With Actual Amounts for the Year to Date at October 31, 2009
(UNAUDITED)

	FY 2011			
	Budget	Actual	Variance Favorable (Unfavorable)	FY 2010 Actual
REVENUES				
Taxes	$ 88,951,429	$ 88,228,550	$ (722,879)	$ 95,512,821
Licenses and Permits	74,000	-	(74,000)	4,493
Intergovernmental	5,740,825	529,664	(5,211,161)	245,675
Charges for Services	6,975,125	469,928	(6,505,197)	490,185
Fines and Forfeitures	2,553,600	216,816	(2,336,784)	245,500
Investment	1,451,000	114,832	(1,336,168)	97,626
Miscellaneous	4,362,568	84,686	(4,277,882)	331,413
TOTAL REVENUES	110,108,547	89,644,477	(20,464,070)	96,927,713
EXPENDITURES				
Current Operating				
General Government	51,955,393	2,905,517	49,049,876	2,450,667
Public Safety	34,595,588	2,412,048	32,183,540	2,104,558
Health and Social Services	5,100,100	145,402	4,954,698	127,396
Culture and Recreation	2,848,230	141,455	2,706,775	160,369
Conservation	484,700	28,947	455,753	29,738
Capital Outlay	1,350,916	-	1,350,916	480
TOTAL EXPENDITURES	96,334,927	5,633,369	90,701,558	4,873,209
Excess (Deficiency) of Revenues Over (Under) Expenditures	13,773,620	84,011,108	70,237,488	92,054,504
OTHER FINANCING SOURCES (USES)				
Transfers In	952,300	-	(952,300)	5,400
Transfers Out	(16,125,608)	-	16,125,608	-
Transfers Out Component Unit	(6,234,200)	(54,879)	6,179,321	(66,942)
Sale of Capital Assets	121,000	10,045	(110,955)	2,213
Loan Proceeds	-	-	-	-
Reserves and Other	(15,282,892)	(3,904)	15,278,988	(2,173)
TOTAL OTHER FIN SOURCES (USES)	(36,569,400)	(48,737)	36,520,663	(61,502)
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	(22,795,780)	83,962,371	106,758,151	91,993,002
Fund Balance, Beginning of Year	28,874,981	28,874,981	-	29,861,707
Fund Balance, End of Year	$ 6,079,201	$ 112,837,352	$ 106,758,151	$ 121,854,709

GALVESTON COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND NET ASSETS - BUDGET AND ACTUAL
Year to Date at October 31, 2010
With Actual Amounts for the Year to Date at October 31, 2009
(UNAUDITED)

	GROUP INSURANCE FUND				WORKERS' COMPENSATION FUND				SELF INSURANCE RESERVE FUND			
	FY 2011				FY 2011				FY 2011			
	Budget	Actual	Variance Favorable (Unfavorable)	FY 2010 Actual	Budget	Actual	Variance Favorable (Unfavorable)	FY 2010 Actual	Budget	Actual	Variance Favorable (Unfavorable)	FY 2010 Actual
REVENUES												
Charges for Services	$ 10 784 300	$ 1 007 774	$ (9 776 526)	$ 574 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance Recovery - County	-	-	-	-	-	-	-	-	6 000	-	(6 000)	673
Reimbursements	555,000	-	(555 000)	-	12 000	-	(12,000)	-	-	-	-	-
Miscellaneous	-	-	-	-	1 000	-	(1 000)	-	20,000	2 552	(17 448)	2,325
TOTAL REVENUES	11 339 300	1 007 774	(10,331 526)	574,100	13,000	-	(13 000)	-	26 000	2,552	(23,448)	2 998
EXPENDITURES												
Personal Services	-	-	-	-	-	-	-	-	175 000	7 339	167 661	43,715
Contract Services	1 826 600	-	1 826,600	73,083	120 000	-	120 000	8,236	10,000	-	10 000	-
Insurance	787,900	57 902	729 998	61,862	-	-	-	-	2 678 500	1 915 642	762 858	2 009,977
Claims Paid	9 439 000	755,215	8 683 785	832,678	174 600	50 735	123 865	66,584	-	-	-	-
Other Services and Charges	2 508 000	-	2,508,000	-	1,116,000	-	1 116 000	-	712 000	-	712 000	-
TOTAL EXPENDITURES	14 561 500	813 117	13 748 383	967 623	1 410 600	50,735	1 359 865	74 820	3 575 500	1 922 981	1,652,519	2 053 692
Net Income (Loss)	(3 222,200)	194 656	3 416,856	(393 523)	(1 397 600)	(50 734)	1,346,865	(74,820)	(3,549 500)	(1 920 429)	1 629 071	(2,050,694)
NON-OPERATING REVENUES (EXPENSES)												
Investment Income	6,000	-	(6 000)	-	400	-	(400)	-	-	-	-	-
Net Income (Loss) Before Transfers	(3 216 200)	194 656	3 410 856	(393 523)	(1 397,200)	(50,735)	1 346 466	(74 820)	(3,549,500)	(1,920,429)	1,629,071	(2 050,694)
TRANSFERS												
Transfers In	-	-	-	-	527,600	-	(527,600)	-	2,221 000	-	(2,221 000)	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-
Net Income (Loss)	(3 216 200)	194 656	3,410,856	(393,523)	(869,600)	(50,735)	818 866	(74 820)	(1,328,500)	(1 920,429)	(591 929)	(2,050,694)
TOTAL NET ASSETS - BEGINNING	2 367,230	2,367,230	-	2,995,479	914 378	914 378	-	1 336,959	1 665,709	1 665 709	-	2 256,503
TOTAL NET ASSETS - ENDING	$ (848 970)	$ 2 561 886	$ 3 410 856	$ 2 601 957	$ 44 778	$ 863,643	$ 818 866	$ 1 262 139	$ 337,209	$ (254,720)	$ (591,929)	$ 205,809

GALVESTON COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND NET ASSETS - BUDGET AND ACTUAL
Year to Date at October 31, 2010
With Actual Amounts for the Year to Date at October 31, 2009
(UNAUDITED)

	FY 2011		Variance	FY 2010		Variance
	TOTAL Budget	TOTAL Actual	Favorable (Unfavorable)	TOTAL Budget	TOTAL Actual	Favorable (Unfavorable)
REVENUES						
Charges for Services	$10 784,300	1 007 774	$ (9,776,526)	$ 11,308,800	$ 574,100	$ (10 734 700)
Insurance Recovery - County	6 000	-	(6 000)	10,100	673	(9 427)
Reimbursements	567 000	-	(567 000)	1 397,000	-	(1,397,000)
Miscellaneous	21,000	2 552	(18 448)	20,000	2 325	(17,675)
TOTAL REVENUES	11,378,300	1,010,326	(10,367,974)	12 735 900	577,098	(12,158 802)
EXPENDITURES						
Personal Services	175 000	7 339	167 661	282 810	43,715	239 095
Contract Services	1 956,600	-	1 956 600	1 934 600	81 319	1 853,281
Insurance	3 466 400	1 973 543	1,492,857	3,857,100	2 071 839	1,785 261
Claims Paid	9 613 600	805 950	8 807 650	10 519,000	899,261	9,619,739
Other Services and Charges	4,336,000	-	4 336,000	6 088 090	-	6 088,090
TOTAL EXPENDITURES	19 547 600	2 786,833	16 760 768	22 681 600	3 096 134	19 585 466
Net Income (Loss)	(8,169 300)	(1 776 507)	6 392 794	(9 945 700)	(2 519,035)	7,426 664
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	6 400	-	(6,400)	7,500	-	(7,500)
Net Income (Loss) Before Transfers	(8 162,900)	(1,776,507)	6 386,394	(9 938,200)	(2,519 035)	7 419 164
TRANSFERS						
Transfers In	2 748 600	-	(2,748,600)	2,623,000	-	(2,623 000)
Transfers Out	-	-		-	-	-
Net Income (Loss)	(5,414 300)	(1,776 507)	3 637 794	(7 315 200)	(2 519 035)	4 796 164
TOTAL NET ASSETS - BEGINNING	4 947,317	4 947,317	-	6 588 941	6 588 941	-
TOTAL NET ASSETS - ENDING	$ (466,983)	$ 3,170,809	$ 3 637,794	$ (726,259)	$ 4,069,905	$ 4 796 164

SCHEDULES

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GALVESTON COUNTY, TEXAS

BONDED DEBT SERVICE REQUIREMENTS TO MATURITY, BY TYPE AND ISSUE

At October 31, 2010

	REMAINING INTEREST RATES	PRINCIPAL	INTEREST	ACCRETION	TOTAL
Constitutional Bonds					
Tax and Revenue Certificates 1999	5 0 5 1/5 2/5 3/5 4/5 5/5 6	$ 790,000	$ 113,027	$ -	$ 903,027
Limited Tax Justice Center Bonds 2001	4 125/4 2 4 3/4 4/5 38/5 45/5 50/ 5 57/5 60/5 62/5 63/5 65/5 66	16,887 062	155 687	27 262,938	44,305 687
Comb Tax & Revn CO 2002	4 20/4 30/4 375/4 5/4 6/4 7/4 8	3 140 000	456,789	-	3 596 789
Comb Tax & Revn CO 2002A	4 20/4 30/4 375/4 5/4 6/4 7/4 8	2 250,000	327,894	-	2 577,894
Limited Tax Forward Refunding Bonds 2003	4 0/5 0	1,070,000	26,750	-	1 096,750
Limited Tax Criminal Justice Bonds 2003A	3 0/3 75/4 00/4 25	6,760,000	585,588	-	7,345,588
Comb Tax & Revn CO 2003C	3 0 3 75 4 0 4 25/4 5/5 25	6,565 000	1 608,350	-	8,173,350
General Obligation '99/'01 Refunding 2004	3 00/3 50/4 00/4 25/5 00/5 25 5 50	20,820,000	4,447,600	-	25 267 600
Pass-Through Toll Revenue and Limited Tax Bonds 2007	4 125/4 25/4 375/4 5 4 625 4 75	48,270 000	28,515 103	-	76,785,103
General Obligation Refunding Bonds Series 2007	3 50/4 0/4 125/4 25 4 375/4 5	86,525,000	44,912,800	-	131 437,800
Combination Tax and Revenue Certificates of Obligation Series 2008	2 810022	5 600 000	314 723	-	5 914 723
Limited Tax County Building Bonds 2009B		45,000,000	29 791 078	-	74,791 078
Limited Tax Flood Control Bonds 2009C-1		5 785,000	977,963	-	6 762,963
Limited Tax Flood Control Bonds 2009C-2		9,215,000	8,821,623	-	18 036,623
Total Constitutional Bonds		**258,677,062**	**121,054,974**	**27,262,938**	**406,994,973**
Road Bonds					
Unlimited Tax Road Bonds 2001	4 125/4 2/4 3/4 4/5 38/5 45/5 50/ 5 57/5 60/5 62 5 63/5 65/5 66	12,686,373	116,628	20,493,628	33 296,629
Unlimited Tax Road Bonds 2003B	3 00/3 75/4 00/4 25/4 50/4 625/4 75 /5 00	8,315,000	4,411 544	-	12,726,544
Unlimited Tax Road Refunding Bonds 2004A	3 0 3 25/3 375/3 50/3 625/4 05/4 50 /5 50	9 639,988	2 280,444	740,012	12 660 444
Limited Tax Road Bonds 2009A		75,000,000	49 758,187	-	124 758 187
Total Road Bonds		**105,641,361**	**56,566,803**	**21,233,640**	**183,441,804**
Total Bonded Debt		**$ 364,318,423**	**$177,621,777**	**$ 48,496,578**	**$ 590,436,777**

GALVESTON COUNTY, TEXAS

BONDED DEBT SERVICE REQUIREMENTS TO MATURITY, BY YEAR

At October 31, 2010

FISCAL YEAR	PRINCIPAL	INTEREST	ACCRETION	TOTAL
2010	$ 10 410 000	$ 14 717 341	$ -	25,127 341
2011	15 620 000	14 815 671	-	30 435 671
2012	16,539,988	14,289,247	740,012	31 569,247
2013	17,820,000	13 679,662	-	31 499,662
2014	17,060,000	13,001,519	-	30,061,519
2015	17,770,000	12,263 964	-	30,033,964
2016	18 580 000	11 455 798	-	30,035 798
2017	15 462 138	10 780 665	3 872,862	30,115 665
2018	15 732,087	10,238,713	4,097 913	30 068 712
2019	16,070,489	9,661,972	4,309,511	30 041,972
2020	16,584,273	9,037 359	4,525 727	30,147,359
2021	17,065,965	8,347 940	4 719 035	30,132 940
2022	17 591 822	7 611 004	4 903,178	30,106 004
2023	18 201,620	6 830 041	5 078,380	30 110 041
2024	18 855,406	5 991,020	5,244,594	30 091 020
2025	19,565,544	5,088,667	5 419 456	30 073,667
2026	20,349,091	4,131 104	5 585 909	30,066,104
2027	26 990,000	3,015 437	-	30,005 437
2028	28 275 000	1 739 458	-	30 014 458
2029	14 450 000	669,290	-	15 119 290
2030	2 600,000	191,188	-	2 791 188
2031	2,725 000	64,719	-	2,789,719
Total	**364,318,423**	**177,621,777**	**48,496,578**	**590,436,777**

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of October 31, 2010
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of October 31, 2010
1101	**TOTAL GENERAL FUND**	**$ 31,364,045**	**$ 2,608,325**	**$ 7,963,452**	**26,008,918**
2101	Cnty Records Mgt & Preservatio	127,775	11,800	13,866	125,709
2102	Co Clerk Rec Mgt & Prcs Fund	2,221,882	67 272	39,218	2,249 936
2103	Election Srvs Contract Fund	1,313,698	-	-	1,313,698
2105	Dist Clrk Chld Support IV-D	114,710	-	-	114,710
2106	Distr Clerk Records Mgmt Fund	87,774	7 661	-	95,436
2111	Tx Assess/Coll Sp Inv Tx Fund	40,690	758	3,740	37,707
2121	Donations To Galveston County	870	-	-	870
2131	DA Contraband Acct Aft 10/89	57,715	693	3,936	54,472
2132	DA Check Collection Fees	57,025	184	-	57,209
2148	Unclaimed Property Fund	190,438	267	-	190,705
2205	Courthouse Security Fund	326,044	17 406	15,610	327 839
2211	Law Library	300,160	28,702	48,062	280,801
2212	Mediation Services Prog Fund	749 590	14 885	3,332	761,143
2215	Justice Court Technology Fund	111,520	5,311	-	116,831
2216	Probate Court Contributions Fd	310,059	-	350	309,709
2220	Adult Probation Fund	675 289	113,945	162,565	626,669
2230	Juvenile Justice Fund	2,397,523	98,960	322,322	2,174,161
2240	Sheriff's Commissary Fund	1,035,687	-	2,691	1,032,996
2242	Sheriff's Seizure Aft 10/89	297 007	4,054	10,483	290,578
2245	Task Force Seizure Pre 10/89	36,942	29	-	36,971
2246	CID Seizure After 10/89	5 919	-	-	5,919
2250	Law Enforcement Education Fund	138 593	-	751	137,842
2255	Constables' Seizures	3,500	-	-	3,500
2260	Emergency Management Fund	7,273 648	-	1,284	7,272,363
2301	Road & Bridge Fund	5,131 077	341 099	548,973	4,923,203
2303	Farm to Market Lateral Road	1 727,657	30,588	9,641	1 748,604
2341	Road District #1	566,364	34,588	424	600,528
2370	Flood Control Fund	2,665,764	32,655	147,600	2,550,819
2401	Public Health Fund	-	33,179	57,767	(24,588)
2410	Mosquito Control District Fund	454 386	4 102	154,698	303,789

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of October 31, 2010
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of October 31, 2010
2420	Indigent Health Care Fund	11,153,936	6,113	48,020	11,112 030
2501	Child Welfare Fund	416,723	1,057	15,582	402,198
2601	Beach & Parks Fund	903,967	56 265	73,759	886,472
2621	Galveston County Museum	19,960	-	7	19,953
2816	Low Inc Rpr,Retfit,Acc Veh Rpl	15,830	2,004,768	2,004,456	16,142
2817	LIRAP-Local Intiative Project	2,263	3	-	2 266
2824	Adult Probation Community	97,402	-	40,536	56,867
2840	Criminal Justice Div-Juvenile	4,227	-	12,274	(8,047)
2841	Juvenile Probation-State Aid	-	40 705	160,619	(119 914)
2842	Community Corrections	-	33,213	103,530	(70,318)
2843	ICBP Regional Grant X	23,429	20,078	9,476	34,031
2848	Juv Jst Alt Education Program	97,156	71,546	47,053	121 649
2861	Organized Crime Control Grant	1,824	-	-	1,824
2864	Auto Crimes Task Force Grant	-	-	28,424	(28,424)
2865	DWI-Texas Traffic Safety Prog	16,781	-	-	16,781
2867	SCAAP Program Grant	(15,219)	-	-	(15,219)
2870	Texas Vine Grant	-	-	26,333	(26,333)
2874	Crime Victim Assistance Prog	3,621	-	4 133	(512)
2876	NCVRW CAP Grant	0	-	-	0
2877	Violence Against Women Act	2,991	5,555	12,041	(3,496)
2885	Children's Justice Act Proj	1,685	-	-	1,685
2891	Office of Emergency Mgt Grants	(64,070)	44,921	-	(19,149)
2892	State Homeland Security Grant	308,044	29,498	7,719	329,822
2893	HMGP - IKE	9,431,508	5,482,387	4,901,563	10,012,332
2911	HUD Community Developmt Grants	195,785	-	89,299	106,486
2914	CDBG Housing Program	(4,148,021)	2,549 741	178,422	(1,776,703)
2915	CDBG Infrastructure Program	369,911	-	-	369,911
2921	Senior Citizens Grant Prog	-	85,212	93,054	(7,842)
2927	CDBG-Meals on Wheels	1,387	-	-	1,387
2961	Beach Cleaning Grant	7,646	-	-	7,646
2962	Parks/Beaches Project Grants f	(18,380)	-	-	(18,380)

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of October 31, 2010
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of October 31, 2010
2975	Just Dept Loc Law Enf Blk Grt	1,029	1	1,030	(1)
2976	COPS Grants Program	20,542	-	42,308	(21,766)
2985	Moody Foundation Grants	7	-	-	7
2993	Hurricane Ike Grants	-	88,486	-	88,486
2994	Disaster Recovery - Ike	14,980,596	-	1,741,314	13,239,282
	TOTAL SPECIAL REVENUE FUNDS	**62,251,867**	**11,367,687**	**11,188,266**	**62,431,288**
3100	County Capital Projects Fund	1,607 170	-	-	1,607,170
3120	Limited Tax Cnty Bldg Bds Sr09	35,497,237	490,071	907,786	35,079,522
3206	Comb Tax/Revenue COB Sr 2003C	1,310,935	4	-	1,310,939
3222	Ltd Tax Crim Jst Bds Sr 2003A	84	2	-	86
3306	Road Capital Project Fund-1987	539,152	675	-	539,826
3307	Unltd Tax Road Bonds Sr 2003B	6,165,301	161,030	308,645	6,017,687
3308	Unlimited Tax Rd Bds Ser 2001	1 341,489	3 579	4,157	1,340,911
3310	Pass Thru Toll Rv Lt Rv BdSr07	20,445,292	217 873	209,766	20,453,400
3312	Unltd Tax Road Bonds Sr 2009	58,617,958	1,005,438	1,992,639	57,630,756
3315	Galv Causeway RR Bridge Proj	257,931	152,756	2,916,503	(2,505,816)
3316	Cnty Road & Bridge Projects	111,705	140	-	111,845
3370	Ltd Tax Flood Control Bds Sr09	14,075,444	2,219	-	14,077 663
3373	Gal Cnty Cert of Oblig Sr 2008	4,177,483	727	-	4,178,209
	TOTAL CAPITAL PROJECT FUNDS	**144,147,181**	**2,034,513**	**6,339,495**	**139,842,198**
4020	Gen Oblig Refnd Bd Sr 07	1,186,703	11,920	97	1,198,526
4021	Ltd Tx Cnty Bld Bd Series 2009	826,374	1,670	89	827 955
4205	Constr/Imprv Tax/Rev COB 99	242,943	1,350	5	244,287
4214	Comb Tax/Rev COB Sr 2003	446,985	2,692	324	449,353
4215	Limited Tax Jst Cntr Bds 2001	687,771	6,487	31	694,227
4216	Lmtd Tax Criminal Jst Sr 03A	579,198	6,758	346	585,610
4230	COB 2002A Prk Rds/Prking Lots	240 416	1,669	10	242,075
4282	Ltd Tax Refunding Sr 2003	61,479	-	-	61,479
4284	GOblg Refunding '99-01 Bnds'04	838,784	11,900	391	850,292
4358	Pass Thru Toll Rv-Ltd TxBdSr07	539,254	1,012	38	540,228
4362	COB 2002 San Luis Pass Bridge	406,056	2,604	11	408,648

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of October 31, 2010
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of October 31, 2010
4368	Unlimited Tax Rd Bds Ser 2001	559,661	4,942	25	564 577
4369	Unlimited Tax Road Bd Sr 2003B	426,105	4,143	314	429,933
4370	Unlimited Tax Rd Ref Sr 2004A	368,777	2 520	341	370 955
4371	Unltd Tax Road Bonds Sr 2009	1,397,450	3,387	148	1,400,689
4390	Ltd Tx Fl Ctr BAB Sr 09C-1	129,596	446	24	130,018
4392	Gal Cnty Cert of Oblig Sr 2008	575,741	4 955	36	580,660
4393	Ltd Tx Fld Ctrl BAB Sr 09C-2	107,810	271	14	108,067
	TOTAL DEBT SERVICE FUNDS	**9,621,103**	**68,724**	**2,247**	**9,687,581**
6123	Group Insurance Fund	2,888,118	1,905,069	1,687,685	3,105,503
6124	Workers Compensation Fund	2,021,450	84,794	175,424	1,930,820
6130	Self Insurance Reserve Fund	1,580,206	2,896	141,140	1,441,962
	TOTAL INTERNAL SERVICE FUNDS	**6,489,775**	**1,992,759**	**2,004,249**	**6,478,285**
7601	Payroll Fund	722,083	10,365,937	10,363,836	724 184
7605	Escrow Fund	1,301,364	309,805	960,171	650,998
7606	Debt Service Agency Fund	36,047	-	-	36,047
7611	Tax Assess/Coll Undist Coll Fd	3,768,789	-	-	3,768 789
7621	Appellate Judicial Sys Fees Fd	50,084	4,134	-	54,218
7631	County Clerk Trust Fund	726,491	-	-	726,491
7641	District Clerk Trust Fund	2,398,926	-	-	2,398 926
7652	Inmate Trust Fund	41,198	-	-	41,198
7671	Children Prot Serv Escrow Fd	10,223	-	-	10,223
	TOTAL AGENCY FUNDS	**9,055,204**	**10,679,876**	**11,324,007**	**8,411,073**
	GRAND TOTAL	**$ 262,929,175**	**$ 28,751,884**	**38,821,716**	**252,859,343**

GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of October 31, 2010

	Transfers In	Transfers Out
PRIMARY GOVERNMENT		
General Fund		
1101 General Fund	-	
5910008 Transfer to Four C's	-	54,879
Total for General Fund	-	54,879
Total, Primary Government	-	54,879
COMPONENT UNIT - PUBLIC HEALTH		
4911101 Transfer from General Fund	54,879	-
Total, Component Unit - Public Health	54,879	-
GRAND TOTAL	**$ 54,879**	**$ 54,879**

BUDGET STATUS

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
10/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO-DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
General Government								
General Administration								
110000 General Government	$5,037,100	$162,500	$(240,806)	$4,958,794	$245,616	$245,616	$1,318,252	$3,394,926
111000 County Judge	319,500	0	0	319,500	22,760	22,760	0	296,740
111100 Commissioners' Court	0	0	3,900	3,900	0	0	0	3,900
111101 Cnty Commissioner-Pct 1	185,200	0	2,400	187,600	13,559	13,559	0	174,041
111102 Cnty Commissioner-Pct 2	185,200	0	2,400	187,600	13,560	13,560	0	174,040
111103 Cnty Commissioner-Pct 3	182,600	0	2,400	185,000	13,377	13,377	0	171,623
111104 Cnty Commissioner-Pct 4	182,900	0	2,400	185,300	13,378	13,378	0	171,922
114000 County Clerk	2,138,600	0	27,000	2,165,600	145,319	145,319	3,467	2,016,814
114030 Election Expense	760,100	0	6,800	766,900	32,542	32,542	21,841	712,517
117500 War Veteran Service Off	99,700	0	1,200	100,900	6,771	6,771	0	94,129
117600 Bail Bond Board	700	0	0	700	0	0	0	700
Total General Administration	9,091,600	162,500	(192,306)	9,061,794	506,882	506,882	1,343,560	7,211,352
District Courts								
121000 District Courts	2,973,400	0	15,900	2,989,300	(73,778)	(73,778)	223,950	2,839,129
121100 10th District Court	178,400	0	2,400	180,800	13,390	13,390	0	167,410
121200 56th District Court	165,800	0	2,200	168,000	12,281	12,281	0	155,719
121300 122nd District Court	214,400	0	2,900	217,300	15,886	15,886	0	201,414
121400 212th District Court	163,300	0	2,200	165,500	12,103	12,103	0	153,397
121500 306th District Court	175,300	0	2,400	177,700	12,986	12,986	0	164,714
121600 405th District Court	178,400	0	2,400	180,800	13,152	13,152	0	167,648
Total District Courts	4,049,000	0	30,400	4,079,400	6,020	6,020	223,950	3,849,431
County Courts								
122100 County Court #1	514,800	0	(22,200)	492,600	24,975	24,975	2,767	464,858
122200 County Court #2	502,400	0	(23,100)	479,300	18,565	18,565	2,174	458,561
122300 Probate Court	659,700	0	7,000	666,700	40,218	40,218	3,540	622,942
122400 County Court #3	470,000	0	4,600	474,600	21,566	21,566	1,636	451,398
Total County Courts	2,146,900	0	(33,700)	2,113,200	105,325	105,325	10,116	1,997,759
Justice Courts								
123100 Justice Court Pct #1	171,900	0	27,700	199,600	13,606	13,606	940	185,054
123200 Justice Court Pct #2	166,500	0	2,200	168,700	12,192	12,192	0	156,508
123300 Justice Court Pct #3	278,000	0	3,500	281,500	19,811	19,811	0	261,689
123400 Justice Court Pct #4	290,400	0	3,800	294,200	21,205	21,205	0	272,995
123500 Justice Court Pct #5	253,900	0	3,300	257,200	18,684	18,684	0	238,516
123600 Justice Court Pct #6	318,400	0	4,100	322,500	22,995	22,995	86	299,419
123700 Justice Court Pct #7	251,300	0	3,200	254,500	18,194	18,194	250	236,056
123800 Justice Court Pct #8	200,100	0	2,300	202,400	12,320	12,320	0	190,080
123900 Justice Court Pct #9	242,200	0	3,100	245,300	14,921	14,921	0	230,379
Total Justice Courts	2,172,700	0	53,200	2,225,900	153,929	153,929	1,276	2,070,695

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
10/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO-DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
Financial Admin /Other								
125100 Jury and Trial Expense	74,500	0	400	74,900	2,151	2,151	0	72,749
126100 District Clerk	3,604,700	18,700	53,600	3,677,000	223,112	223,112	908	3,452,979
127100 District Attorney	5,516,200	0	70,200	5,586,400	373,804	373,804	5,360	5,207,236
128100 Pre-Trial Release	381,800	0	4,900	386,700	27,766	27,766	0	358,934
151300 County Auditor	2,455,700	0	36,000	2,491,700	175,102	175,102	131	2,316,467
151400 Professional Services	381,700	0	5,200	386,900	27,144	27,144	0	359,756
151480 Prof Svcs - Rd Dist #1	325,200	0	4,000	329,200	22,025	22,025	0	307,175
151500 Tax Assessor-Collector	2,544,900	0	43,700	2,588,600	183,228	183,228	4,074	2,401,298
151600 County Treasurer	494,700	0	6,100	500,800	32,394	32,394	625	467,781
151800 Purchasing Agent	510,400	0	51,200	561,600	35,658	35,658	12,348	513,594
153000 Legal Department	642,100	0	8,800	650,900	46,499	46,499	0	604,401
153020 Trial Expense	187,200	0	0	187,200	161	161	38	187,001
155000 Human Resources	404,600	0	7,100	411,700	28,074	28,074	210	383,416
159100 Information Technology	8,484,400	0	48,500	8,532,900	555,083	555,083	1,209,760	6,768,057
170100 Facilities Services	6,528,700	0	30,900	6,559,600	360,151	360,151	3,841,468	2,357,981
Maintenance/Repair of -								
Combined Services for -								
172111 Galveston	815,600	0	0	815,600	28	28	371,777	443,795
190100 County Engineer	701,600	1,612	30,187	733,399	40,981	40,981	4,951	687,467
Total Financial Admin /Other	34,054,000	20,312	400,787	34,475,099	2,133,362	2,133,362	5,451,650	26,890,087
Total General Government	51,514,200	182,812	258,381	51,955,393	2,905,517	2,905,517	7,030,552	42,019,324

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
10/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE, (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO-DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
Public Safety								
Sheriff -								
211101 Administration	1,594,400	0	228,800	1,823,200	95,086	95,086	402,879	1,325,234
211121 Criminal Investigation	1,016,000	0	15,000	1,031,000	84,453	84,453	688	945,859
211131 Identification Division	509,600	0	6,600	516,200	36,025	36,025	2,012	478,163
211132 M H M R	431,800	0	7,200	439,000	31,729	31,729	0	407,271
211133 Corrections	19,986,200	0	268,100	20,254,300	1,465,403	1,465,403	3,043,787	15,745,111
211142 Bolivar Summer Program	202,500	0	3,000	205,500	0	0	0	205,500
211143 Patrol Division	2,844,500	0	42,100	2,886,600	209,646	209,646	883	2,676,071
211150 Warrants	1,255,900	0	36,900	1,292,800	93,864	93,864	74	1,198,862
211160 Training	120,800	0	1,000	121,800	5,527	5,527	100	116,173
211163 Clear Creek I S D	1,890,900	0	27,200	1,918,100	142,671	142,671	0	1,775,429
211165 Marine Division	0	0	0	0	0	0	0	0
211171 Communications	775,300	4,788	10,000	790,088	42,489	42,489	0	747,599
211181 Reserves	0	0	0	0	0	0	0	0
211189 Bailiffs	0	0	0	0	0	0	0	0
Total Sheriff	30,627,900	4,788	645,900	31,278,588	2,206,893	2,206,893	3,450,423	25,621,272
Constables -								
223110 Constable - Precinct #1	260,800	0	2,900	263,700	18,870	18,870	0	244,830
223200 Constable - Precinct #2	257,000	0	3,000	260,000	18,729	18,729	0	241,271
223300 Constable - Precinct #3	355,600	0	4,000	359,600	25,889	25,889	0	333,711
223400 Constable - Precinct #4	278,800	0	3,100	281,900	19,655	19,655	36	262,209
223500 Constable - Precinct #5	270,900	0	3,000	273,900	19,204	19,204	63	254,633
223700 Constable - Precinct #7	369,300	0	4,300	373,600	28,584	28,584	0	345,016
223800 Constable - Precinct #8	454,300	0	5,000	459,300	32,425	32,425	371	426,504
223900 Constable - Precinct #9	209,700	0	2,400	212,100	15,312	15,312	0	196,788
Total Constables	2,456,400	0	27,700	2,484,100	178,667	178,667	470	2,304,963
Other -								
291010 Emergency Management	828,000	0	4,900	832,900	26,489	26,489	30,614	775,798
Total Other	828,000	0	4,900	832,900	26,489	26,489	30,614	775,798
Total Public Safety	33,912,300	4,788	678,500	34,595,588	2,412,048	2,412,048	3,481,507	28,702,033

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
10/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO-DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
Health/Social Services								
440100 Community Services	3,260,000	0	58,200	3,318,200	52,752	52,752	539,000	2,726,448
443100 Indigent Care/Medication	965,200	0	9,400	974,600	57,248	57,248	23,404	893,949
451110 Senior Citizens	790,700	0	16,600	807,300	35,402	35,402	87,900	683,998
Total Health/Soc Srvcs	5,015,900	0	84,200	5,100,100	145,402	145,402	650,304	4,304,395
Culture and Recreation								
513200 Galv County Museum	183,600	0	1,600	185,200	8,659	8,659	0	176,541
522020 Parks Department	2,403,800	216,730	42,500	2,663,030	132,797	132,797	162,632	2,367,602
Total Culture and Recreation	2,587,400	216,730	44,100	2,848,230	141,455	141,455	162,632	2,544,143
Conservation								
610200 County Extension	479,400	0	5,300	484,700	28,947	28,947	7,506	448,247
Total Conservation	479,400	0	5,300	484,700	28,947	28,947	7,506	448,247
Capital Outlay								
720100 Buildings	55,000	64,835	0	119,835	0	0	24,835	95,000
730100 Imprvmt Other Than Bldgs	124,600	92,561	0	217,161	0	0	58,836	158,325
740100 Furniture/Fixtures/Equip	130,000	72,000	0	202,000	0	0	102,787	99,213
740101 Vehicles	511,000	0	140,000	651,000	0	0	526,832	124,168
750100 Technology	75,000	85,920	0	160,920	0	0	0	160,920
Total Capital Outlay	895,600	315,316	140,000	1,350,916	0	0	713,291	637,625
Total Expenditures	94,404,800	719,646	1,210,481	96,334,927	5,633,369	5,633,369	12,045,791	78,655,767
Other Financing Uses								
921010 Transfers and Reserves	38,505,100	0	(862,400)	37,642,700	58,783	58,783	0	37,583,917
Total Other Financing Uses	38,505,100	0	(862,400)	37,642,700	58,783	58,783	0	37,583,917
Total Expenditures and Other Financing Uses	132,909,900	719,646	348,081	133,977,627	5,692,152	5,692,152	12,045,791	116,239,684
Total Expenditures, Other Financing Uses, and Residual Equity Transfers Out (Note 5)	$132,909,900	$719,646	$348,081	$133,977,627	$5,692,152	$5,692,152	$12,045,791	$116239,684

Note 5 Authority to increase the budget lies with the Commissioners' Court

GALVESTON COUNTY, TEXAS
OTHER COUNTY FUNDS
BUDGET STATUS BY FUND
10/31 2010

FUND NUMBER AND NAME	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CUR MO EXPS /OTHR DEBITS	YEAR-TO-DATE EXPS /OTHR DEBITS	ENCMBRANCE	AVAILABLE BALANCE
Budgeted Special Revenue Funds								
2101 County Records Management	$383,800	$0	$0	$383,800	$13,673	$13,673	$95,000	$275,127
2102 Cty Clk Mgmt /Prsrv Fee	2,981,500	596,211	0	3,577,711	38,091	38,091	3,100	3,536,520
2105 D C Child Support IV-D	110,000	0	50,300	160,300	0	0	0	160,300
2106 Distr Clerk Records Mgmt	90,300	12,000	(50,300)	52,000	0	0	0	52,000
2121 Donations to Galv County	800	0	0	800	0	0	0	800
2205 Courthouse Security	442,800	0	0	442,800	14,533	14,533	1,911	426,356
2211 Law Library	478,400	0	0	478,400	13,438	13,438	12,896	452,067
2212 Mediation Services Program	750,000	0	0	750,000	(653)	(653)	248	750,405
2215 Justice Court Technology	165,000	0	0	165,000	0	0	0	165,000
2230 Juvenile Justice	6,346,900	23,300	110,600	6,480,800	271,250	271,250	762,165	5,447,384
2260 Emergency Management	1,700,000	0	0	1,700,000	1,289	1,289	1,298	1,697,413
2301 Road and Bridge	7,734,700	140,000	74,400	7,949,100	323,101	323,101	1,018,578	6,607,422
2303 Farm-to-Market Lateral Rd	1,710,100	0	0	1,710,100	9,306	9,306	413	1,700,382
2341 Road District #1	1,118,900	0	0	1,118,900	96	96	1,477	1,117,327
2370 Flood Control	3,255,000	910,045	0	4,165,045	87,757	87,757	265,528	3,811,759
2410 Mosquito Control District	1,438,400	8,000	22,100	1,468,500	137,390	137,390	17,901	1,313,209
2501 Child Welfare	680,200	0	0	680,200	6,862	6,862	197,953	475,385
2601 Beach and Parks	1,446,000	50	0	1,446,050	26,020	26,020	312,970	1,107,060
Subtotal, Special Revenue	30,832,800	1,689,606	207,100	32,729,506	942,152	942,152	2,691,438	29,095,916
Budgeted Debt Service Funds								
4020 Gen Oblig Refnd Bd Sr 07	4,849,600	0	0	4,849,600	0	0	0	4,849,600
4021 Ltd Tx Cnty Bld Bd Series	4,802,200	0	0	4,802,200	0	0	0	4,802,200
4205 1999 Tax/Revenue C O B	349,000	0	0	349,000	0	0	0	349,000
4214 Comb Tax/Rev C O B 2003C	1,399,000	0	0	1,399,000	300	300	0	1,398,700
4215 Jstc Ctr/Pub Sfty Ser 2001	1,982,400	0	0	1,982,400	0	0	0	1,982,400
4216 Ltd Tx Crim Jstc Bds 2003A	2,432,800	0	0	2,432,800	300	300	0	2,432,500
4230 Pk Rds/Lot Imprv COB 2002A	618,100	0	0	618,100	0	0	0	618,100
4282 Ltd Tax Frwd Rfdg Bds 2003	0	0	0	0	0	0	0	0
4284 GO 1999/2001 Rfdg Bds 2004	3,397,800	0	0	3,397,800	323	323	0	3,397,477
4358 Pass Thru Toll Rv LtTxBdSr	3,409,400	0	0	3,409,400	0	0	0	3,409,400
4362 SanLuisPass Brdge COB 2002	824,800	0	0	824,800	0	0	0	824,800
4368 Unltd Tax Rd Bnd Ser 2001	1,507,400	0	0	1,507,400	0	0	0	1,507,400
4369 Unltd Tax Road Bonds 2003B	911,300	0	0	911,300	300	300	0	911,000
4370 Unltd Tx Rd Rfdg Bds 2004A	1,031,700	0	0	1,031,700	323	323	0	1,031,377
4371 Unltd Tx Rd Bds Sr09	7,941,900	0	0	7,941,900	0	0	0	7,941,900
4390 Ltd Tx Fl Ctr BAB Sr09C-1	1,001,500	0	0	1,001,500	0	0	0	1,001,500
4392 Gal Cnty Cert Oblig Sr2008	1,925,900	0	0	1,925,900	0	0	0	1,925,900
4393 Ltd Tx Fld Ctrl BAB Sr 09C	794,300	0	0	794,300	0	0	0	794,300
Subtotal, Debt Service	39,179,100	0	0	39,179,100	1,547	1,547	0	39,177,554

GALVESTON COUNTY, TEXAS
OTHER COUNTY FUNDS
BUDGET STATUS BY FUND
10/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CUR MO EXPS OTHR DEBITS	YEAR-TO-DATE EXPS /OTHR DEBITS	ENCMBRANCE	AVAILABLE BALANCE
Budgeted Internal Service Funds								
6123 Group Insurance	14,579,500	0	0	14,579,500	813,117	813,117	960,324	12,806,058
6124 Workers' Compensation	1,916,000	0	(505,400)	1,410,600	50,735	50,735	0	1,359,865
6130 Self-Insurance Reserve	3,575,500	0	0	3,575,500	1,922,981	1,922,981	0	1,652,519
Subtotal, Internal Service	20,071,000	0	(505,400)	19,565,600	2,786,833	2,786,833	960,324	15,818,443
Grand Total (Note 6)	$90,082,900	$1,689,606	$(298,300)	$91,474,206	$3,730,532	$3,730,532	$3,651,762	$84,091,912

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AGENDA ITEM #15

ORDER

On this 19th day of January, 20 11, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present.

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

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly Health Insurance claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by Boon Chapman for the month ending October 31, 2010 the gross amount of such payment being $813,117.19

UPON MOTION OF THE COUNTY COMMISSIONER O'BRIEN AND SECONDED BY COUNTY JUDGE HENRY the above order was passed this 19TH DAY OF JANUARY, 20 11 with 5 votes cast in favor thereof and 0 votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - MNB3010008898
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013056)
October 31 2010

BALANCES PER THE BANK				
	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$170,357 84	$ 813,216 48	$ 893,309 21	$ 90 265 11
DEPOSITS IN TRANSIT				
PRIOR MONTH CLAIMS FUNDING				
	-			
CURRENT MONTH CLAIMS FUNDING				-
		-		-
OUTSTANDING CHECKS				
PRIOR MONTH				
518 728 51	(518,728 51)		(518,728 51)	-
CURRENT MONTH				
28 149 71			28,149 71	(28,149 71)
ADJUSTMENTS				
Duplicate Ck#13710 clrd ck13598 duplicate	54 49			54 49
Amount Error Ck# 13671 clrd1/4/08 as 13674 for 54 49 sb 6 81	47 58			47 58
Ck #28408 cleared 12/8/08 for 7 11 sb 7 34	(0 23)			(0 23)
3/1/10 Ck41715 cleared for 7 81 s/h/bn 47 81 is OS	47 81			47 81
OS list for original amount of $1 100 80	1,100 80			1,100 80
9/16/2010 Bank Reversal snt to third party	151529 08		151,529 08	-
9/23/10 Bank Reversal snt to third party	200 955 90		200,955 90	-
10/27/10 Stop Loss Check-file not snt by admin			57,901 80	(57,901 80)
				-
ADJUSTED BALANCES PER BANK	$ 5 364 76	$ 813,216 48	$ 813,117 19	$ 5 464 05

BALANCES PER THE BOOKS				
	BEGINNING	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 5,364 76	$ 813,117 19	$ 813,117 19	$ 5,364 76
ADJUSTMENTS				
				-
				-
Interest				-
		99 29		99 29
ADJUSTED BALANCES PER THE BOOKS	$ 5,364 76	$ 813,216 48	$ 813,117 19	$ 5 464 05

MNB

DATE 10/29/10
ACCOUNT NUMBER 3010008898
ENCL 7

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

NEW MOODY ONLINE BANKING CAPABILITY - CUSTOMER PASSWORD SELF RESET
GO TO THE LOGIN PAGE AT WWW MOODYBANK COM FOR INFORMATION ON THIS NEW FEATURE

VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	7
ACCOUNT NUMBER	3010008898	Statement Dates	10/01/10 thru 10/31/10
PREVIOUS BALANCE	170,357 84	DAYS IN THE STMT PERIOD	31
5 DEPOSITS/CREDITS	813,117 19	AVERAGE DAILY BALANCE	77,941 48
12 CHECKS/DEBITS	893,309 21	AVERAGE COLLECTED BAL	77,941 48
SERVICE CHARGE	00	Interest Earned	99 29
INTEREST PAID	99 29	Annual Percentage Yield Earned	1 51%
CURRENT BALANCE	90,265 11	2010 Interest Paid	2,726 52

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

AGENDA ITEM #16

ORDER

On this the 19th day of January, 20 11, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present.

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

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly Workers' Compensation claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending October 31, 2010 the gross amount of such payment being $65,801.72

UPON MOTION OF THE COUNTY COMMISSIONER O'BRIEN AND SECONDED BY COUNTY JUDGE HENRY the above order was passed this 19TH DAY OF JANUARY, 20 11 with 5 votes cast in favor thereof and 0 votes cast against.

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D Sullivan
County Clerk

RECOMMENDED.

Cliff Billingsley, CPA
County Auditor

COUNTY OF GALVESTON
AUDITOR S OFFICE - ACCOUNTING DIVISION
LITTLETON GROUP - MNB # 3010009748
GALVESTON COUNTY FUNDED WORKER S COMPENSATION
BANK RECONCILIATION (IFAS 6124-000000-1013055)
October 31 2010

BALANCES PER THE BANK

		BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK		$ 11 020 78	$ 67 845 50	$ 34 526 32	$ 44 339 96
DEPOSITS IN TRANSIT					
PRIOR MONTH		-		-	
			-		
OUTSTANDING CHECKS					
PRIOR MONTH					
	14 017 10	(14 017 10)		(14 017 10)	
CURRENT MONTH					
	46,495.24			46 495 24	(46 495 24)
Bank Adjustments					
2/15 16/10 Adj for unknwn OS cks Treas- Littleton Admin ran test ck file cks unissued & await clearing by Treas		2 255 68			2 255 68
10/6/10 Funded 9/29/10 claims EFT 11908		899 26		899 26	-
10/18/10 claims funded 11/3/10 EFT 12000				(1 066 00)	1 066 00
10/7/10 TO Transaction Error corrected 10/21/10			(976 00)	(976 00)	-
10/20/10 Stop Payment Charge				(30 00)	30 00
10/20/10 Stop Payment Charge				(30 00)	30 00
					-
ADJUSTED BALANCES PER BANK		$ 158 62	$ 66,869 50	$ 65 801 72	$ 1,226 40

BALANCES PER THE BOOKS

	BEGINNING	RECEIPTS	DISBURSEMENTS	ENDING
IFAS	$ 158 62	$ 66,842 90	$ 66 842 90	$ 158 62
Book Adjustments				-
10/13/10 Cks 12402 & 12415 Reversed			(1 041 18)	1 041 18
Interest				-
		26 60		26 60
				-
ADJUSTED BALANCES PER THE BOOKS	$ 158 62	$ 66 869 50	$ 65 801 72	$ 1 226 40

MNB

Moody Online

DATE 10/29/10
ACCOUNT NUMBER 3010009748
ENCL 56

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

NEW MOODY ONLINE BANKING CAPABILITY - CUSTOMER PASSWORD SELF RESET
GO TO THE LOGIN PAGE AT WWW MOODYBANK COM FOR INFORMATION ON THIS NEW FEATURE

CHECKING ACCOUNT

VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	56
ACCOUNT NUMBER	3010009748	Statement Dates 10/01/10 thru	10/31/10
PREVIOUS BALANCE	11,020 78	DAYS IN THE STMT PERIOD	31
14 DEPOSITS/CREDITS	67,818 90	AVERAGE DAILY BALANCE	20,879 24
59 CHECKS/DEBITS	34,526 32	AVERAGE COLLECTED BAL	20,879 24
SERVICE CHARGE	00	Interest Earned	26 60
INTEREST PAID	26 60	Annual Percentage Yield Earned	1 51%
CURRENT BALANCE	44,339 96	2010 Interest Paid	271 08

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

AGENDA ITEM #17

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modlewski, CPA
First Assistant, Director of Accounting

January 19, 2011

Honorable Judge Mark Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court

Attached for your consideration is the internal audit report of Social Services Review The audit was performed from July 26, 2010 to December 4, 2010 Also attached is Lanny Brown's response letter dated January 4, 2011

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Lanny Brown

Attachments. Social Services Review Audit Report
Response Letter, Lanny Brown

Social Services Audit

December 4, 2010

Executive Summary 1
Introduction . 2
Details 3-4

Galveston County Internal Audit Division

Cliff Billingsley, CPA
County Auditor

Executive Summary

Safeguarding of Assets (pages 3-4)

The Galveston County Department of Social Services (GCDSS) Management can strengthen the administration over the Guardianship/Representative Payee Program by implementing changes in the following areas.

Validity of Expenditures

- Eliminating the process of the Guardians/Representative Payees using personal funds and/or resources to pay for Ward/Payee expenditures by utilizing P-cards to pay for expenditures instead of checks

- The Guardians/Representative Payees should maintain a signature log or issue a receipt for all monthly allowances provided to the Wards/Payees Further, recurring monthly expenditures should be drafted electronically from the Ward/Payee bank accounts through ACH debit transactions. All recurring and non-recurring monthly expenditure support documents should be retained in file cabinets or on the shared network drive

- Management should consider periodically reviewing large monetary value expenditures to verify a Court Order was obtained from the Probate Court to expend funds which exceed the monthly allowance In addition, Management should reiterate to the Guardians the importance of a Court Order for these expenditures.

- Management should implement an internal policy or guideline requiring the Representative Payees to obtain Management approval, evidenced by Management's countersignature on the check, prior to expending funds of large monetary value from a Payees bank account.

- The Guardians should utilize Quicken or a similar financial application to record expenditures and manage the daily bank account transactions of the Wards.

Introduction

In response to a request from GCDSS, the Internal Audit Division conducted a review of the private bank accounts belonging to persons whom were appointed to GCDSS to receive assistance from a Guardian in making medical decisions and/or managing their financial affairs Internal Audit also reviewed the private bank accounts of persons whom were assigned to GCDSS by the Social Security Administration to receive assistance from a Representative Payee in managing their financial affairs The review was performed from July 26, 2010 through December 4, 2010

The primary objectives of the review were to provide reasonable assurance concerning·

- The validity of deposits and disbursements from Ward/Payee bank accounts
- Record keeping
- The safeguarding of assets.

The review included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the review was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the review. Social Services therefore retains the responsibility for the accuracy and completeness of the financial information

Because of certain statutory duties required of the County Auditor, we are not independent with regard to Social Services as defined by the AICPA professional standards However, our review was performed with objectivity and due professional care

LaToya Wyche, Internal Auditor III, performed the review

Safeguarding of Assets

Validity of Expenditures

The Guardian/Representative Payee is set up as a signer on the Ward/Payees checking account and is provided with checkbooks issued by the bank for their use in paying the Ward/Payees monthly expenses

Finding: The Guardians/Representative Payees have used personal funds and/or resources to pay for Ward/Payee expenditures As a result, cash withdrawals and checks have been disbursed from the Ward/Payee bank accounts to reimburse the Guardians/Representative Payees for the expenses

Recommendation DSS-10-01: Eliminate the process of utilizing personal funds/resources to cover expenditures incurred by the Ward/Payee Management should discontinue the usage of checks and obtain P-cards for the Guardians/Representative Payees to use to pay for Ward/Payee expenditures

Finding: *Cash withdrawals and checks were disbursed from the Ward/Payees bank* account to provide them with monthly allowances and to pay for monthly expenditures incurred by the Ward/Payee. In some instances, no documentation was retained by the Guardian/Representative Payee to evidence that the funds were received by or used for the benefit of the Ward/Payee.

Recommendation DSS-10-02: A signature log should be maintained or a receipt issued (including the Ward/Payees signature) for all cash / checks that are provided to the Ward/Payee as a monthly allowance. Further, all recurring monthly expenditures should be drafted electronically from the Ward/Payees bank account through ACH debit transactions and properly supported by retaining the monthly billing statements. All non-recurring expenditures that are not electronically drafted from the Ward/Payees bank account should be accompanied by legible copies of receipts, lease agreements, statements, etc and retained in a file cabinet or scanned into a folder on the shared network drive in an organized manner to ensure the support documents for the expenditures are easily and readily accessible.

Finding: An expenditure in the amount of $1,552.50 was disbursed from a Ward's bank account in December 2009, which exceeded the monthly allowance and had not been submitted to the Probate Court for approval to expend funds at the time that Internal Audit performed the review. After this issue was brought to the attention of the Guardian, the Guardian initiated the process to obtain Court approval and provided Internal Audit with documentation evidencing that an "Application to Ratify Expenditures" was submitted to the Court in November 2010 for approval of the executed expenditure.

Recommendation DSS-10-03: According to Probate Code Chapter XIII Guardianship Section 773 (b) "When a guardian has in good faith expended funds from the income and corpus of the estate of the Ward for support and maintenance of the Ward and the expenditures exceed the monthly allowance authorized by the Court, the Guardian shall file a motion with the Court requesting approval of expenditures "

Safeguarding of Assets (cont.)

As a best business practice, Management should periodically review the large monetary value expenditures to ensure that the Guardian has applied for and obtained approval within a reasonable period of time from the Court to expend the funds from the Wards account. In addition, Management should reiterate to the Guardians the importance of obtaining a Court Order to expend funds from the Wards account that exceed their monthly allowance.

Finding: Payees are not legal Wards of the County, thus the process of ensuring that the Probate Court approves expenditures that exceed the Payees monthly allowance does not apply. Representative Payees have the ability to expend funds from the Payees bank account in large monetary value without approval of Management due to no internal policy or guidelines being implemented to ensure the expenditures are appropriate

Recommendation DSS-10-04: As a best business practice, Management should implement an internal policy or guidelines that require all expenditures that exceed the Payees monthly allowance or a defined threshold be submitted to Management by the Representative Payee for approval, evidenced by Management's countersignature on the check, prior to execution of the expenditure.

Finding: The check registers maintained by the Guardians consisted of transactions that were recorded incompletely and were not in the sequential order by check date and/or check number

Recommendation DSS-10-05: Utilize Quicken or a similar financial application to assist in recording the expenditures and performing / documenting the monthly bank reconciliations The usage of this application would enable the Guardians to reference an ongoing balance of the Ward's bank account (if entered into the application completely, accurately and in the order of occurrence) and minimizes the risk of the account being overdrawn Quicken would also enable the Guardians to generate check registers and other applicable reports that may assist them in the daily management of the Ward accounts.

County of Galveston

Lanny Brown
DIRECTOR, COMMUNITY SERVICES

January 4, 2011

Cliff Billingsley
Galveston County Auditor
4th Floor- 722 Moody
Galveston, Texas 77550

Dear Mr. Billingsley,

I have reviewed the draft report of the Social Services Audit and Review of Internal Controls.

The recommendations outlined in the report will be put into place immediately. The Social Services Manager and Financial Advisor will review the effectiveness of these changes within six months and present a report to the Probate Court and Commissioners' Court.

Thank you for your assistance.

Regards,

Lanny Brown, Director
Community Services Division
The County of Galveston

AGENDA ITEM #18

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

January 4, 2011

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax Refunds in Excess of $2,500 00

Dear Judge Henry

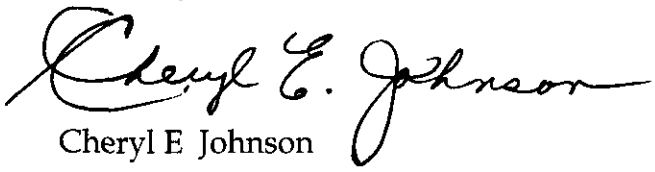
In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

Account Number	Amount	Reason
0019-0055-0000-000	$ 3,679 08	Duplicate
1112-0001-0019-000	$ 2,814.61	Duplicate
1113-0006-0010-000	$ 2,511 29	Duplicate
1192-0004-0003-000	$ 2,808.71	Duplicate
1366-0005-0049-000	$ 3,531 81	Duplicate
1381-0003-0030-000	$ 3,149 58	Duplicate
1382-0003-0020-000	$ 3,183 95	Duplicate
1382-2001-0036-000	$ 4,145 79	Duplicate
1406-0004-0003-000	$ 3,672 88	Duplicate
1450-0006-0013-000	$ 2,705 96	Duplicate
1520-0003-0007-000	$ 5,707 99	Duplicate
1642-0006-0003-000	$ 3,103 26	Overpayment
1788-0003-0009-000	$ 3,110 02	Duplicate
2355-0000-0017-000	$ 8,046 44	Duplicate
2960-0001-0024-000	$ 4,213 05	Duplicate
2964-0006-0001-001	$ 6,350.16	Duplicate
2965-0087-0003-000	$ 2,519 57	Duplicate
3065-0004-0008-000	$ 2,985 12	Duplicate
3065-0008-0006-000	$ 2,869 56	Duplicate
3160-0000-0034-000	$ 5,675 60	Duplicate
3311-0008-0013-000	$ 2,864 63	Overpayment

3505-0432-0003-000	$ 4,397 71	Duplicate
3510-0017-2014-001	$ 3,405.80	Duplicate
3510-0037-2008-002	$ 3,243.73	Duplicate
3510-0063-3007-001	$ 3,472 80	Duplicate
3854-0191-0002-000	$ 4,625 37	Duplicate
3866-0000-0001-005	$ 12,848.56	Overpayment
4056-0000-0001-000	$ 5,798 70	Duplicate
4191-0011-0005-000	$ 2,983.41	Overpayment
4206-0000-0017-000	$ 2,597.55	Duplicate
4213-0000-0008-000	$ 3,081 98	Duplicate
4483-0002-0013-000	$ 4,819 83	Duplicate
4502-0001-0005-000	$ 2,798.39	Duplicate
4502-0007-0009-000	$ 2,875.39	Duplicate
4769-0000-0003-200	$ 3,718 72	Duplicate
4872-0001-0016-000	$ 3,127 85	Duplicate
4876-0001-0012-000	$ 3,687.52	Duplicate
4893-0001-0001-000	$ 2,791 57	Overpayment
5287-0000-0364-000	$ 3,106 63	Overpayment
5351-0002-0008-000	$ 5,193 94	Overpayment
5380-0000-0035-000	$ 4,591 93	Duplicate
5458-0001-0011-000	$ 2,538 49	Duplicate
5459-0001-0027-000	$ 3,447.80	Duplicate
5459-0005-0014-000	$ 3,714 99	Duplicate
5516-0003-0003-000	$ 6,805 33	Duplicate
5568-0002-1006-000	$ 14,206.89	Duplicate
5880-0000-0039-000	$ 2,580.86	Duplicate
5926-0000-0048-000	$ 2,730 84	Duplicate
6039-0001-0007-000	$ 2,991 44	Duplicate
6241-0005-0007-000	$ 2,776 34	Duplicate
6381-0000-1560-000	$ 4,083 67	Duplicate
6482-0000-0018-000	$ 13,102 58	Overpayment
6624-2002-0006-000	$ 2,575 91	Duplicate
6640-0000-0011-000	$ 2,679 51	Duplicate
6683-0000-0005-000	$ 2,600 83	Duplicate
6689-0001-0009-000	$ 5,634.05	Overpayment

6760-0002-0004-000	$ 3,010 08	Duplicate
6760-0002-0010-000	$ 2,815 77	Overpayment
6905-0001-0023-000	$ 2,535 14	Duplicate
6906-0004-0018-000	$ 3,538 14	Duplicate
7011-0002-0049-000	$ 3,511 02	Duplicate
7102-0000-0001-000	$ 2,779 17	Duplicate
7142-0000-0039-000	$ 8,522 06	Duplicate
7323-0009-0202-000	$ 5,108.38	Duplicate
7340-0000-0015-000	$ 4,019 39	Overpayment
7380-0000-0024-000	$ 2,764.61	Duplicate
7380-0000-0069-000	$ 4,092 89	Duplicate
7556-0003-0001-000	$ 3,081.15	Duplicate
7575-0000-0010-000	$ 2,659 73	Duplicate
7603-2002-0002-000	$ 5,979 40	Overpayment
7695-0000-0024-000	$ 2,541 05	Duplicate
7785-0000-0032-000	$ 2,611 75	Overpayment

Sincerely,



Cheryl E Johnson

Thompson, Nita

From: Perkett, Martha
Sent: Monday, January 03, 2011 3 28 PM
To: Thompson, Nita
Subject: Refunds in excees $2500

Nita,
Please submit the following refunds to Commissioners' Court for approval

0019-0055-0000-000	Duplicate	$ 3,679 08
1112-0001-0019-000	Duplicate	$ 2,814.61
1113-0006-0010-000	Duplicate	$ 2,511 29
1192-0004-0003-000	Duplicate	$ 2,808 71
1366-0005-0049-000	Duplicate	$ 3,531 81
1381-0003-0030-000	Duplicate	$ 3,149 58
1382-0003-0020-000	Duplicate	$ 3,183 95
1382-2001-0036-000	Duplicate	$ 4,145 79
1406-0004-0003-000	Duplicate	$ 3,672 88
1450-0006-0013-000	Duplicate	$ 2,705 96
1520-0003-0007-000	Duplicate	$ 5,707.99
1642-0006-0003-000	Overpayment	$ 3,103 26
1788-0003-0009-000	Duplicate	$ 3,110.02
2355-0000-0017-000	Duplicate	$ 8,046.44
2960-0001-0024-000	Duplicate	$ 4,213 05
2964-0006-0001-001	Duplicate	$ 6,350 16
2965-0087-0003-000	Duplicate	$ 2,519 57
3065-0004-0008-000	Duplicate	$ 2,985 12
3065-0008-0006-000	Duplicate	$ 2,869 56
3160-0000-0034-000	Duplicate	$ 5,675 60
3311-0008-0013-000	Overpayment	$ 2,864 63
3505-0432-0003-000	Duplicate	$ 4,397 71
3510-0017-2014-001	Duplicate	$ 3,405 80
3510-0037-2008-002	Duplicate	$ 3,243 73
3510-0063-3007-001	Duplicate	$ 3,472 80
3854-0191-0002-000	Duplicate	$ 4,625 37
3866-0000-0001-005	Overpayment	$12,848 56
4056-0000-0001-000	Duplicate	$ 5,798 70
4191-0011-0005-000	Overpayment	$ 2,983 41
4206-0000-0017-000	Duplicate	$ 2,597 55
4213-0000-0008-000	Duplicate	$ 3,081 98
4483-0002-0013-000	Duplicate	$ 4,819 83
4502-0001-0005-000	Duplicate	$ 2,798 39
4502-0007-0009-000	Duplicate	$ 2,875 39
4769-0000-0003-200	Duplicate	$ 3,718 72
4872-0001-0016-000	Duplicate	$ 3,127 85
4876-0001-0012-000	Duplicate	$ 3,687 52
4893-0001-0001-000	Overpayment	$ 2,791 57
5287-0000-0364-000	Overpayment	$ 3,106 63
5351-0002-0008-000	Overpayment	$ 5,193 94
5380-0000-0035-000	Duplicate	$ 4,591 93
5458-0001-0011-000	Duplicate	$ 2,538 49

5459-0001-0027-000	Duplicate	$ 3,447 80
5459-0005-0014-000	Duplicate	$ 3,714 99
5516-0003-0003-000	Duplicate	$ 6,805 33
5568-0002-1006-000	Duplicate	$14,206 89
5880-0000-0039-000	Duplicate	$ 2,580 86
5926-0000-0048-000	Duplicate	$ 2,730 84
6039-0001-0007-000	Duplicate	$ 2,991 44
6241-0005-0007-000	Duplicate	$ 2,776 34
6381-0000-1560-000	Duplicate	$ 4,083 67
6482-0000-0018-000	Overpayment	$13,102 58
6624-2002-0006-000	Duplicate	$ 2,575 91
6640-0000-0011-000	Duplicate	$ 2,679 51
6683-0000-0005-000	Duplicate	$ 2,600 83
6689-00010009-000	Overpayment	$ 5,634 05
6760-0002-0004-000	Duplicate	$ 3,010 08
6760-0002-0010-000	Overpayment	$ 2,815 77
6905-0001-0023-000	Duplicate	$ 2,535 14
6906-0004-0018-000	Duplicate	$ 3,538 14
7011-0002-0049-000	Duplicate	$ 3,511 02
7102-0000-0001-000	Duplicate	$ 2,779 17
7142-0000-0039-000	Duplicate	$ 8,522 06
7323-0009-0202-000	Duplicate	$ 5,108 38
7340-0000-0015-000	Overpayment	$ 4,019 39
7380-0000-0024-000	Duplicate	$ 2,764 61
7380-0000-0069-000	Duplicate	$ 4,092 89
7556-0003-0001-000	Duplicate	$ 3,081 15
7575-0000-0010-000	Duplicate	$ 2,659 73
7603-2002-0002-000	Overpayment	$ 5,979 40
7695-0000-0024-000	Duplicate	$ 2,541 05
7785-0000-0032-000	Overpayment	$ 2,611 75

Thanks,

Martha

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

January 3, 2011

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax Refunds in Excess of $2,500 00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s).

Account Number	Amount	Reason
1100-0038-0019-002	$ 2,504 87	Overpayment
1914-0000-0001-000	$ 2,771 27	Overpayment
3484-0004-0003-000	$ 3,039 21	Duplicate
3505-0387-0012-000	$ 9,662 30	Overpayment
3882-0000-0002-000	$ 4,572 93	Duplicate
4879-0002-0018-000	$ 5,039 93	Duplicate
4893-0001-0001-000	$ 5,000.63	Overpayment
5481-0000-0007-000	$ 11,231 41	Duplicate
5515-0008-0017-000	$ 5,725 75	Duplicate
5602-0001-0027-000	$ 3,200 68	Overpayment
6246-0020-0007-004	$ 5,394 54	Overpayment
6431-0003-0031-000	$ 3,047 51	Duplicate
7132-0000-0011-000	$ 10,709 54	Duplicate
7248-1002-0006-000	$ 2,562 34	Duplicate
8600-0671-1287-000	$ 7,320 24	Duplicate

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Thompson, Nita

From: Perkett, Martha
Sent: Friday, December 17, 2010 3 28 PM
To: Thompson, Nita
Subject: Refunds in excess $2500

Nita,

Please submit the following refunds to Commissioners' Court for approval:

1100-0038-0019-002	$ 2,504.87	Overpayment
1914-0000-0001-000	$ 2,771.27	Overpayment
3484-0004-0003-000	$ 3,039.21	Duplicate
3505-0387-0012-000	$ 9,662.30	Overpayment
3882-0000-0002-000	$ 4,572.93	Duplicate
4879-0002-0018-000	$ 5,039 93	Duplicate
4893-0001-0001-000	$ 5,000.63	Overpayment
5481-0000-0007-000	$11,231.41	Duplicate
5515-0008-0017-000	$ 5,725 75	Duplicate
5602-0001-0027-000	$ 3,200.68	Overpayment
6246-0020-0007-004	$ 5,394.54	Overpayment
6431-0003-0031-000	$ 3,047 51	Duplicate
7132-0000-0011-000	$10,709.54	Duplicate
7248-1002-0006-000	$ 2,562.34	Duplicate
8600-0671-1287-000	$ 7,320 24	Duplicate

Thanks,

Martha

AGENDA ITEM #19a

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

September 1, 2010

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

RE: Request for waiver/refund of penalty & interest 2009
Account No: 3925-0001-0018-000- Clarence Jankowiak

Dear Judge Yarbrough:

Mr. Jankowiak is requesting a refund of the Penalty and Interest collected on the account number referenced above for the tax year 2009.

Texas Property Tax Code Section 31.031, Installment Payments of Certain Homestead Taxes, states the following:

(a) If before the delinquency date an individual who is disabled or at least 65 years of age and is qualified for an exemption under Section 11.13 (c) pays at least one fourth of a taxing unit's taxes imposed on property that the person owns and occupies as a residence homestead, accompanied by notice to the taxing unit that the person will pay the remaining taxes in installments, the person may pay the remaining taxes without penalty or interest in three equal installment. The first installment must be paid before April 1, the second installment before June 1, and the third installment before August 1.

(b) If the individual fails to make a payment before the applicable date provided by Subsection (a), the unpaid amount is delinquent and incurs a penalty of 12 percent and interest as provided by Section 33.01 (c).

The taxpayer's intention was to pay the taxes in quarters. The account has a homestead exemption and a disabled vet exemption but does not have an over 65 or disabled exemption which allow the quarter payments.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Central Appraisal District or the Tax Office.

Amount of waiver/refund requested: $ 108.72

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

7/16/10

CHERYL E. JOHNSON
ASSESSOR AND COLLECTOR OF TAXES
GALVESTON COUNTY COURTHOUSE
722 Moody
GALVESTON, TX 77550

RECEIVED
AUG 12 2010
COLLECTIONS

TAX OFFICE ACCT # 3925-0001-0018-000
GCAD ACCT # R201982
PROPERTY ADDRESS: 502 WILLIAMSBURG CIRCLE 77546
PROPERTY DECP. ABST 151 PAGE 5 LOT 18 BLK 1
HERITAGE ESTATES

MY TAX STATEMENT 2009 FOR $1152.85, INDICATED "IF YOU ARE AT LEAST 65 YEARS OF AGE OR DISABLED AND THIS PROPERTY IS YOUR HOMESTEAD YOU MAY MAKE PAYMENTS IN FOUR EQUAL INSTALLMENTS WITHOUT ACCRUING PENALTY AND INTEREST IF THE FIRST INSTALLMENT IS PAID NO LATER THAN FEB 1, 2010"

ON THE COUPON I CHOOSE THE FOUR INSTALLMENTS AND INCLUDED MY FIRST PAYMENT OF $288.22. I QUALIFIED BECAUSE I WAS 65 YRS OLD AND THIS PROPERTY WAS MY HOMESTEAD. RECENTLY I RECEIVED NOTIFICATION THAT MY TAXES WERE PAST DUE. I CALLED AND WAS ADVISED I DID NOT QUALIFY. THE CONSOLIDATED TAX STATEMENT IS VERY CONFUSING. I TURNED 65 JAN 11, 2010 AND THIS PROPERTY

MY HOMESTEAD.

I AM INCLOSING $864.63 WHICH IS THE BALANCE DUE PRIOR TO PENALTIES.

I BELIEVE THAT DUE TO CONFLICTING STATEMENT ON YOUR STATEMENT I SHOULD NOT BE PENALIZED.

I AWAIT YOUR CONCURRENCE

SINCERELY

Clarence Joe Jankowiak

CLARENCE JOE JANKOWIAK

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2009 Consolidated Tax Statement

ACCOUNT #: 392500010018000
CAD # R201982

JANKOWIAK CLARENCE
502 WILLIAMSBURG CIR
FRIENDSWOOD TX 77546-4035

Property Location 502 WILLIAMSBURG CIR 77546

Legal Description ABST 151 PAGE 5 LOT 18 BLK 1 HERITAGE ESTATES

Land Value	$36,150
Improvements/Personal Property Value	$89,260
Total Market Value	$ $125,410
Assessment Ratio 100%	

Acreage 3740

Homestead Cap Adjustment $ MTG/Agent Sales Tax Savings $58.86

Entity	Market Value	Exemptions	= Taxable Value	/100 x	Tax Rate	= Total Taxes
GALVESTON CO	$125,410	$30,082		$95,328	.61860000	$589.70
ROAD & FLOOD	$125,410	$33,082		$92,328	.01140000	$10.53
FRIENDWD CITY	$125,410	$30,082		$95,328	.57970000	$552.62
TOTAL 2009 TAXES DUE ON OR BEFORE FEBRUARY 1, 2010					$	**$1,152.85**

According to the appraisal district, the following exemptions are currently in place on this property Should you have questions regarding your exemptions, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending upon the county where property is located)*

Exemption and Other Information: HOMESTEAD VETERAN

IMPORTANT INFORMATION FOR QUALIFIED DISABLED AND OVER-65 TAXPAYERS

If you are at least 65 years of age or disabled **and this property is your homestead** *(see exemption listing above)* you may make **payments in four equal** installments without accruing penalty and interest **if the first installment is paid no later than February 1, 2010.** Please check the box on the coupon *(below)* to indicate you are choosing this option. If you currently qualify, **the schedule** below will have your payment amounts listed If you qualify for the installment payment option, you may wish **to contact** the county appraisal district regarding your right to postpone or defer payment of these taxes

1ST payment of	due by February 1, 2010	3RD payment of	due by May 31, 2010
2ND payment of	due by March 31, 2010	4TH payment of	due by August 2, 2010

Make checks payable to GCTO Credit card checks not accepted A $25 fee charged for all returned checks
Please return this coupon with payment in the enclosed envelope
Help us reduce cost! Mail all correspondence separately to GCTO Property Tax Dept , 722 Moody, Galveston, Texas 77550.

ACCOUNT # 3925-0001-0018-000 CAD ID R201982

☐ Please mail receipt

☐ Taxes paid are for my O65/DP homestead as explained above

JANKOWIAK CLARENCE

******AUTO**5-DIGIT 77546 T77 P1
JANKOWIAK CLARENCE
502 WILLIAMSBURG CIR
FRIENDSWOOD TX 77546-4035

	Delinquent*	2009 Taxes	Total Due
If paid in October	$ 00	$1,152 85	$1,152 85
If paid in November	$ 00	$1,152 85	$1,152 85
If paid in December	$ 00	$1,152 85	$1,152 85
If paid in January	**$.00**	**$1,152.85**	**$1,152.85**
If paid in February	$ 00	$1,233 55	$1,233 55
If paid in March	$.00	$1,256 61	$1,256 61

*Our records indicate delinquent taxes are due for the tax years

000000R201982 0000115285 0000115285 0000115285 0000115285 3

AGENDA ITEM #19b

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

January 3, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
Account No 4928-0000-0005-000
Coastline Retail Center Inc
c/o Scott Heikkila

Dear Judge Mark Henry

Coastline Retail Center Inc is requesting a waiver of the penalty and interest collected on the account number referenced above

According to the Texas Property Tax Code Section 31 081 (f) "This section does not release a person who sells a business or the inventory of a business from any personal liability imposed on the person for the payment of taxes imposed on the personal property of the business on for penalties or interest on those taxes"

The property was repossessed with delinquent taxes attached. The new owners would like to be relieved from any and all obligations to pay penalty and interest collection cost with respect to 2008 and 2009 tax years They state they had no part in the failure of the previous owners to pay the taxes timely

Amount of waiver requested· $ 98,376 94

Sincerely,

Cheryl E Johnson

Cheryl E Johnson
Tax Assessor/Collector

BOXER RETAIL

2727 LBJ FREEWAY, SUITE 610
DALLAS, TX 75234

T 214.651.RENT
F 214 .630. 4135

November 23, 2010

CERTIFIED # 7010 1670 0001 5336 6226
Judge James Yarbrough
Galveston County Judge
722 Moody, Suite 200
Galveston, TX 77553

REF Account No 492800000005000
Mall of the Mainland
10,000 Emmett F Lowry Exp
Texas City, TX 77591

Judge Yarbrough,

The purpose of this letter is to request relief from the penalties and interest assessed on delinquent tax payments on the above referenced account

On September 7, 2010, Coastline Retail Center, Inc , wholly-owned by Pacific Western Bank ("Coastline"), acquired Mall of the Mainland through foreclosure Boxer Retail has been engaged by Coastline to be the Property Manager for Mall of the Mainland At the time of the acquisition, the prior owners owed $207,409 91 in back taxes on the Mall of the Mainland for the 2008 and 2009 tax years

On November 23, 2010, Boxer Retail submitted payment for the full amount of $207,409 91 due for the 2008 and 2009 tax years Confirmation of the submission of the payment is attached

On behalf of Coastline, we hereby request that Coastline be relieved from any and all obligations to pay any penalty, interest and collection costs with respect to the 2008 and 2009 tax years Coastline had no part in the failure of the previous owners to pay the taxes owed in a timely manner and moved quickly to pay the entire amount of the taxes owed that it inherited from the previous owners

Further, Coastline intends to revitalize this property, providing long-term value to (and a greater tax base for) the local community Relief from the penalties, interest and collection costs will assist Coastal in its investment efforts in ongoing renovations and growth of the property

Your consideration is greatly appreciated

Thank you,

Scott Heikkila
Asset Manager
Boxer Retail
Property Manager for
Coastline Retail Centers, Inc

CC. Bob Hartman, Coastline Retail Centers, Inc

Payment Confirmation - Property Tax Payments

Thank you for making your payment to Galveston County Tax Assessor-Collector's Office

Please retain the Confirmation Number below. If a convenience fee is assessed, this fee is charged by JPMorgan Chase

Please keep a record of your Confirmation Number, or print this page for your records.

Confirmation Number: **GALPRT000033111**
Confirmation Date (ET): **Nov-23-2010 10:05:47 AM**

Your Payment Detail

Payment Amount: **$57,334.00**
Convenience Fee: **$1.00**
Total Payment Amount: **$57,335.00**
Scheduled Payment Date: **Nov-23-2010**
Amount Due: **$449,092.18**
Property Address. **10000 EMMETT F LOWRY EXPY**

Your Account Detail

Routing Number: **113011258**
Account Number: **XXXXXXXXXXXXX5404**
Account Type. **Checking**
Account Category: **Business**

E-mail Address: **Sara.Sims@BoxerProperty.com**

Payment Confirmation - Property Tax Payments

Thank you for making your payment to Galveston County Tax Assessor-Collector's Office

Please retain the Confirmation Number below. If a convenience fee is assessed, this fee is charged by JPMorgan Chase

Please keep a record of your Confirmation Number, or print this page for your records.

Confirmation Number: **GALPRT000033113**
Confirmation Date (ET): **Nov-23-2010 10:09:55 AM**

Your Payment Detail

Payment Amount: **$99,000.00**
Convenience Fee: **$1.00**
Total Payment Amount: **$99,001.00**
Scheduled Payment Date: **Nov-23-2010**
Amount Due: **$449,092.18**
Property Address: **10000 EMMETT F LOWRY EXPY**

Your Account Detail

Routing Number: **113011258**
Account Number: **XXXXXXXXXXXXX5404**
Account Type: **Checking**
Account Category. **Business**

E-mail Address: **Sara.Sims@BoxerProperty.com**

Payment Confirmation - Property Tax Payments

Thank you for making your payment to Galveston County Tax Assessor-Collector's Office.

Please retain the Confirmation Number below If a convenience fee is assessed, this fee is charged by JPMorgan Chase.

Please keep a record of your Confirmation Number, or print this page for your records.

Confirmation Number: **GALPRT000033115**
Confirmation Date (ET): **Nov-23-2010 10:13:09 AM**

Your Payment Detail

Payment Amount: **$51,075.91**
Convenience Fee. **$1.00**
Total Payment Amount: **$51,076.91**
Scheduled Payment Date: **Nov-23-2010**
Amount Due: **$449,092.18**
Property Address: **10000 EMMETT F LOWRY EXPY**

Your Account Detail

Routing Number· **113011258**
Account Number: **XXXXXXXXXXXXX5404**
Account Type: **Checking**
Account Category: **Business**

E-mail Address. **Sara.Sims@BoxerProperty.com**

BOXER RETAIL

2727 LBJ FREEWAY, SUITE 610
DALLAS, TX 75234

T 214 651 RENT
F 214 630. 4135

November 23, 2010

Judge James Yarbrough
Galveston County Judge
722 Moody, Suite 200
Galveston, TX 77553

REF Account No 492800000005000
Mall of the Mainland
10,000 Emmett F Lowry Exp
Texas City, TX 77591

Judge Yarbrough,

The purpose of this letter is to request relief from the penalties and interest assessed on delinquent tax payments on the above referenced account

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On November 23, 2010, Boxer Retail submitted payment for the full amount of $207,409 91 due for the 2008 and 2009 tax years Confirmation of the submission of the payment is attached

On behalf of Coastline, we hereby request that Coastline be relieved from any and all obligations to pay any penalty, interest and collection costs with respect to the 2008 and 2009 tax years Coastline had no part in the failure of the previous owners to pay the taxes owed in a timely manner and moved quickly to pay the entire amount of the taxes owed that it inherited from the previous owners

Further, Coastline intends to revitalize this property, providing long-term value to (and a greater tax base for) the local community Relief from the penalties, interest and collection costs will assist Coastal in its investment efforts in ongoing renovations and growth of the property

Your consideration is greatly appreciated

Thank you,

Scott Heikkila
Asset Manager
Boxer Retail
Property Manager for
Coastline Retail Centers Inc

CC: Bob Hartman, Coastline Retail Centers, Inc

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ JUDGE

Postmark Here

Sent To JAMES YARBROUGH
Street, Apt. No. or PO Box No. GALVESTON COUNTY JUDGE
City, State, ZIP+4

7010 1670 0001 5336 6226

(409) 766-2244
(281) 316-8300 Ext 2244
Fax (409) 766-4590

COUNTY COURTHOUSE
722 MOODY 2ND FLOOR
GALVESTON, TEXAS 77550

JAMES D. YARBROUGH
COUNTY JUDGE
COUNTY OF GALVESTON

November 30, 2010

The Honorable Cheryl E. Johnson
Tax Assessor-Collector
Galveston County Courthouse
Galveston, Texas 77550

Re: Request for Waiver

Dear Ms. Johnson

Enclosed is a request for a waiver of penalty and interest charges from:

Scott Heikkila
Account No. 4928-0000-0005-000

Please review this request and return to the Commissioners' Court for a decision. Thank you very much for your assistance.

Sincerely,

James D. Yarbrough

Enclosure

JDY/sem

cc Scott Heikkila

Email james yarbrough@co galveston.tx us

AGENDA ITEM #19c

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

January 3, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
Account No 8600-0470-3930-006
Sayed Food of La Marque Corp
c/o Sayed Abdul

Dear Judge Henry

Mr Abdul is requesting a waiver of the penalty and interest assessed on the account number referenced above

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 claimant states he never received a bill at their address Our office mailed the statements to the address on file The address listed at the time was 10101 SW Fwy, Ste 101, Houston The business owners did not render for 2009 or 2010 as required by section 22 01 of the Texas Property Tax Code

Year	Waiver
2009	$ 2,035 64

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

SAYED FOOD OF LAMARQUE CORP.
2427 MAIN ST.
LAMARQUE TX 77568

TO,

DATE: 11/23/2010

Galveston County

Tax office

P.O BOX 1169

GALVESTON TX 77553-1169

SUB: INVOICE NOT RECIVED FOR BUSINEES PERSONAL PROPERTY FOR CAD: P504378

Dear Sirs,

Please be informed that for the above stated account we have never received any thing at our address. However we have received the letter from Galveston County at our house/residential address on 11/03/2010.

Also please be informed that we have been trying to call to the tax office from last couple of months but they are unable to give us our total amount due. I am also enclosing the letter that we sent to Galveston County Tax office back in August.

We request you to please update our address as under & to waive the penalty and late charges.

SERVICE ADDRESS	:	2427 MAIN ST.
		LAMARQUE, TX 77568
BILLING ADDRESS	.	3013 PALMER HWY
		TEXAS CITY, TX 77590

Should you need any further information please feel free to call us.

Thanks & Best Regards

SHAHID KHAN
Director Operations
Sayed Food
3013 Palmer Hwy
Texas city, TX
Cell: 281 8327617

SAYED FOOD OF LAMARQUE CORP.
2427 MAIN ST.
LAMARQUE TX 77568

TO,

DATE: 8/16/2010

Tax office

P.O BOX 1169

GALVESTON TX 77553-1169

Sent in Aug '10

SUB: INVOICE NOT RECIVED FOR BUSINEES PERSONAL PROPERTY FOR CAD: P504378

Dear Sirs,

Please be informed that we have received the invoice for our account # P504378 on July 27 2010 (invoice attached). Fax received from TRI STAR FUEL DIST. FAX # (713) 266 9740

And the invoice shows a late charge of $ 1821.33.

We request you to please update our address in your system and to eliminate the late charge from our account. And let us know about the new total.

SERVICE ADDRESS	:	2427 MAIN ST.
		LAMARQUE, TX 77568
BILLING ADDRESS	:	3013 PALMER HWY
		TEXAS CITY, TX 77590

If you need any further information please feel free to call us.

Thanks & Best Regards

Shahid Khan

SHAHID KHAN
Director Operations
Sayed Food
3013 TEXAS CITY, TX
2227 GALVESTON, TX
2427 LAMARQUE, TX
Cell: 281 8327617

AGENDA ITEM #19d

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

January 3, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
Bauer-Skloss LTD
5683-0000-0002-001, 5683-0000-0006-000

Dear Judge Henry

Bauer-Skloss LTD is requesting a refund of the penalty and interest on the above referenced account

The customer has four accounts; two were paid in full She received a letter from the attorneys about delinquent taxes and claims to have spoken to the tax office and was told she did not owe taxes The accounts are in three different names and only one account shows an address

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District

There are no provisions in the Tax Code to address this issue

Account No	Year	Refund
5683-0000-0002-001	2009	$ 514 08
5683-0000-0006-000		

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

November 18.2010

Mr Rick Kennon
722 Moody Avenue
Galveston, Texas 77550

RE; 2009 Taxes

Dear Mr. Kennon:

Please be advised that I have enclosed a check for 2009 taxes ending in 6000 and 2001. The account ending in 6000 is 898.92 and the account 2001 is 723.10. Check total is 1622.02.In addition I request that all penalties and late fees be removed since I did not receive any notification that I owed any monies. In addition , I called your office many times and I WAS TOLD NO MONIES WERE OWED. Please bring this matter before Judge Yraborough so I can be refunded all late fees due to the fact I never received a bill and I always pay my taxes on time. In addition point out the fact that the error was made on your side not mine. I also request all property be in one name to clear up any future problems.

Sincerely your,

Belinda Skloss

Cc: Ned Barnett, Attorney

View Note

2009 STATEMENT MAILED TO OWNER / MAILED TO: BAUER-SKLOSS
LTD 131 PECAN
SR
LEAGUE CITY TX 77573 / AMOUNT $493 92

Print Window Close Window

5683.0000.0002.001

View Note

2009 STATEMENT MAILED TO OWNER / MAILED TO: DIMENSIONS A
RESOURCE LEARNING 131 PECAN
DR
LEAGUE CITY TX 77573-3659 / AMOUNT: $774.52

Print Window

Close Window

5683- 0000 - 0006- 000

AGENDA ITEM #19e

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

January 3, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
Ronald Frugia
5485-0000-0002-000

Dear Judge Henry

Mr Ronald Frugia is requesting a waiver of the penalty and interest on the above referenced account

The homeowner requests the fees be adjusted due to personal financial hardship

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District

There are no provisions in the Tax Code to address this issue

Account No	Year	Refund
5485-0000-0002-000	2009	$ 1,364 80

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Ronald E. Frugia
5701 Melody Ln
Dickinson TX 77539
Phone 281-740-5229

Dear Miss K Nicolls

Let me start by saying thank you so much for all your help and guidance in the mater of directing me in the proper direction of solving our back taxes issue Back on 07/29/2010 When I met with you I was informed that a Tax Deferral Affidavit that I could file due to the fact of being Disabled and could keep from adding any penalty charges. I didn't understand because I went back on September 2005 and supplied the proof that after 19 years of employment I was forced out on disability due to Health reasons and wasn't informed at that time of a another form to be filed. You told me to ask if they could back date the Defferral Affidavit to the September date and if not to let you know and we could discuss and PI case and I was informed that they could not. I was hoping that could be done to avoid of having to pay the extra penalty fees as this is hardship after already dealing with being on a fixed Income If a hearing be scheduled with the proper authority to plead my situation I would be very grateful so we could get on the right path of resolving our back taxes and getting current. Thank you again for all your help and let me know of a date and time for a hearing on this matter.

Sincerely
Ronald Frugia

RECEIVED
NOV 01 2010
COLLECTIONS

COPY

50-128 (11-09/3)
(33.06)

TAX DEFERRAL AFFIDAVIT FOR OVER-65 OR DISABLED HOMEOWNER

R154276

Appraisal district name	
Appraisal district address	Phone (area code and number)

STATE OF TEXAS
COUNTY OF Galveston

Before me, the undersigned authority, on this day personally appeared Ronald E Fruegia, known to me and who, being by me duly sworn, on oath deposed and said:

"My name is Ronald E Fruegia. I am (check one): ☐ 65 years of age or older, or ☑ disabled, or ☐ both. I own and occupy as my residence homestead the following property: 5701 Melody Ln
Dickinson, TX 77539

I hereby exercise my right under Section 33.06, Texas Property Tax Code, to defer or abate any suit or pending sale* to collect taxes on this property until such time as it ceases to be my residence homestead."

Ronald E Fruegia
Signature of Affiant

ETNA DUNN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11-08-2013

SUBSCRIBED AND SWORN TO before me this the 29th day of July 2010.

Etna Dunn
Notary Public, State of Texas

Continuing Tax Deferral by Surviving Spouse:

"I am the surviving spouse, age 55 or older, of the above deceased person whose residence homestead was the home listed above at the time of death. I hereby exercise my right to continue this tax deferral until this property ceases to be my residence homestead."

Lisa K Fruegia
Signature of Affiant

Lisa K Fruegia
Printed Name
Date: 07/29/2010

*To abate a pending sale, the homeowner (or agent) must deliver to the chief appraiser, the tax collector for the taxing unit that requested the order to sale or the attorney representing the taxing unit for collecting delinquent taxes and also to the officer charged with selling the property not later than the fifth day before the sale date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

RECEIVED
JUL 30 2010

Galveston CAD

AGENDA ITEM #20a

NO

BACK – UP

PROVIDED

AGENDA ITEM #20b

NO

BACK – UP

PROVIDED

AGENDA ITEM #21

Lina T. Ramey
& Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

January 10, 2011

Mr G Michael Fitzgerald, PE
County Engineer
The County of Galveston
722 Moody Avenue
Galveston, TX 77550

Re Lawrence Road Reconstruction from SH 96 to FM 2094
Comcast Cable Testholes
County Galveston County
Amendment No 1

Dear Mr Fitzgerald

Attached is a proposal and scope of services to amend our current contract with Galveston County for the reconstruction of Lawrence Road to cut 5 testholes along Lawrence Road to obtain elevations of Comcast Cable LTRA, Inc recommends this service to decrease the possibility of utility conflicts during construction Comcast has a field office on Lawrence Road that is a distribution point for their utilities Due to this distribution center, there are numerous Comcast utilities along Lawrence Road within the ROW that may be in conflict with the Lawrence Road reconstruction project

Below is a summary of contract and amendment information We will begin work once approved and have received Notice to Proceed

ORIGINAL CONTRACT	$434,734
AMENDMENT NO 1	$2,963
REVISED CONTRACT	$437,697

Please call if you have any questions

Sincerely,

Linsay Earle

Linsay Earle, PE

Enclosures
- Lawrence Road Testholes Proposal

APPROVED _____ 1/19/11
Mark Henry Date
County Judge

ATTEST _____
Dwight Sullivan
County Clerk

2400 Augusta Drive Suite 301, Houston, TX 77057 • Phone (713) 972-0200 • Fax (713) 972-0204

Lina T Ramey
& Associates, Inc

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

FEE SCHEDULE **Lawrence Rd., Houston TX**

Scope Cut 5 testholes on Comcast Cable to obtain elevations as dirtected
Anticipated Conditions: Vehicle traffic on narrow road will require Flagman

ESTIMATED TIME TO COMPLETE: 1 day Estimate 5 testholes per day
SUBMITTAL: Field Sketch

		CURRENT PROJECT ESTIMATES	
Job Description	**Standard Rate**	**Hrs/Days/Miles**	**Total**
Designating - one crew/ 1 days			
Project Manager	$ 165 00	0	$ -
SUE Manager	$ 120 00	1	$ 120.00
Senior Designator	$ 64.50	10	$ 645.00
SUE Designator I	$ 51 00	10	$ 510.00
SUE Designator II	$ 57 50	0	$ -
SUE Locator	$ 44 00	10	$ 440.00
CADD Technician	$ 87 00	4	$ 348.00
Technical Support	$ 60 00	0	$ -
Designating Truck	$ 25.00	10	$ 250.00
Locating Truck	$ 65 00	10	$ 650.00
PM Mileage	0 55 / mile	0	$ -
Lodging	$85 / day	0	$ -
Meals	$35 / day	0	$ -
Traffic Control			$ -
Mobility	$ 750 00	0	$ -
		PROJECT TOTAL	**$ 2,963.00**

Joseph A Murphy, PE
SUE Program Manager
214-979-1144 office
214-979-2480 fax

AGENDA ITEM #22a

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 11, 2011

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

Re RFP #B111024, Voice Communication Services for Galveston County

Gentlemen,

On January 4, 2011 proposals were opened for RFP #B111024, Voice Communication Services for Galveston County, at which time three (3) proposals were received The lowest responsible proposal was received from TWtelecom

The Chief Information officer and I recommend that you award this proposal to TWtelecom.

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

COUNTY of GALVESTON
INFORMATION TECHNOLOGY

722 MOODY STREET 2nd FLOOR • GALVESTON, TEXAS 77550

January 11, 2011

Rufus,

Based on many factors such as cost, flexibility, service, and advanced technology I believe TWtelecom is best suited to satisfy the telecommunications needs of the County of Galveston both now and in the immediate future.

It is my recommendation the Voice Communications Bid Request be awarded to TWtelecom

If you have any questions or concerns please let me know.

Thank you, Rob

Rob Powell
Chief Information Officer
Information Technology Department
County of Galveston

Voice Trunking RFP 6 Jan. 2011

	Twtelecom	Paetec	Verizon
Circuit Costing - 45 Points	40	20	32
Ease of Installation - 10 Points	8	8	8
Service - 15 Points	11	3	7
Support - 10 Points	7	7	3
Billing - 10 Points	8	7	5
Long Distance Credits - 10 Points	9	0	7
Total Points (Out of 100)	83	45	62

Name: John Clarke

Signature: [illegible]

Voice Trunking RFP 6 Jan 2011

	Twtelecom	Paetec	Verizon
Circuit Costing - 45 Points	45	30	25
Ease of Installation - 10 Points	10	9	10
Service - 15 Points	13 ~~15~~	0	13
Support - 10 Points	9	7	7
Billing - 10 Points	10	7	7
Technology/ ~~Long Distance Credits~~ - 10 Points	10	0	8
Total Points (Out of 100)	97	53	70

Name Robert D. Holmes III

Signature

Voice Trunking RFP 6 Jan. 2011

	Twtelecom	Paetec	Verizon
Circuit Costing - 45 Points	40	45	20
Ease of Installation - 10 Points	10	10	10
Service - 15 Points	15	7	10
Support - 10 Points	9	9	7
Billing - 10 Points	9	7	7
Long Distance Credits - 10 Points	10	0	10
Total Points (Out of 100)	83	78	54

Name: Brad Bricker

Signature: Brad Bricker

Voice Trunking RFP 6 Jan 2011

	Twtelecom	Paetec	Verizon
Circuit Costing - 45 Points	45	30	20
Ease of Installation - 10 Points	7	7	7
Service - 15 Points	15	12	8
Support - 10 Points	8	5	5
Billing - 10 Points	10	8	5
Long Distance Credits - 10 Points	10	-0-	8
Total Points (Out of 100)	95	62	53

Name: Robert Lyons

Signature: RYLyons 1/6/2011

Voice Trunking RFP 6 Jan. 2011

	Twtelecom	Paetec	Verizon
Circuit Costing - 45 Points	40	45	25
Ease of Installation - 10 Points	8	8	7
Service - 15 Points	12	~~14~~ Ø	~~Ø~~ 14
Support - 10 Points	9	9	9
Billing - 10 Points	9	7	7
Long Distance Credits - 10 Points	10	Ø	10
Total Points (Out of 100)	88	69	72

Name: Robert Powell

Signature: [signature]

SPECIAL PROVISIONS
VOICE COMMUNICATIONS FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

SCOPE:

Galveston County is seeking proposals from qualified vendors to provide "trunk" connectivity from its internal Cisco Unified Communications phone system to the public telephone system. The purpose of these specifications is to describe minimum requirements and desired features for Galveston County's trunk connections to the public telephone system.

The work to be performed will be administered by the County's Program Administrator, who, for the purposes of this Contract is:

Rob Powell
Chief Information Officer
Information Technology Department
722 Moody, Second (2nd) Floor
Galveston, Texas 77550
(409) 770-5409

REQUIREMENTS:

1. Proposers must adhere to the General Provisions of this Request for Proposal (RFP) unless otherwise instructed and advised in the Special Provisions.
2. The successful contractor must provide a description of the methodology to be used in meeting the scope of work including how those objectives have been met with past performance.
3. The successful Contractor shall submit satisfactory evidence of previous experience and possess an adequate plant/inventory, financial resources, and organization as herein specified to perform the type, magnitude, and quality of work as specified.
4. The successful Contractor shall have the financial resources to effectively perform the service required under a contract of the same scope and magnitude as proposed under this solicitation.
5. The Contractor shall have adequate personnel dedicated to contract administration and supervision addressing day-to-day contract administration, concerns, and questions.
6. Any variance in any item requested in this RFP must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification of the Proposal.
7. Contractor's Coordinator· The Contractor must specify the name of a contact person and phone number who can be reached for all communications 24 hours per day, 7 days per week. Contractor shall be responsible for updating this information within one week of any change.

SPECIAL PROVISIONS
VOICE COMMUNICATIONS FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

TERM:

It is the intent of the County to award a contract for a period of three (3) years.

EVALUATION CRITERIA:

The following criteria will be used by Galveston County staff to evaluate the proposal

- **Pricing** **30%**
  - Cost per concurrent voice channel
  - Inclusiveness of all charges and taxes in the circuit cost
  - Specific definition of how additional charges and taxes might change during the term of the contract
- **Conversion and Installation** **15%**
  - Ability to manage and coordinate the redirection of Direct Inward Dial numbers from the present provider to the new provider's circuits at time of conversion
- **Management of Trunk Operations** **15%**
  - Mean Time to Repair (MTTR)
  - Web based Customer Service Interface
  - Ability to switch DID numbers to different trunks through the customer's management interface
  - Live person contact for support
  - Escalation list
  - Timely circuit changes and disconnection of discontinued service and circuits
- **Billing** **15%**
  - Easily understood billing
  - Identification of individual circuits and their service/billing address
  - Consolidated billing
  - Acceptance of County credit cards (P-cards)
  - Timely changes to billing based on changes in service
- **Technology** **25%**
  - Use by provider of advanced technology such as fiber and Metropolitan Ethernet
  - Quality of voice on calls

SPECIAL PROVISIONS
VOICE COMMUNICATIONS FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

1.1 Sites Where Connections to the Public Telephone Network Will Be Provided

Site	Address	City	State	ZIP	Approx # of Voice Channels	# of DIDs
Courthouse	722 Moody	Galveston	TX	77550	115	1000
EMF	1352 FM 646	Dickinson	TX	77539	115	1000
LCA	174 Calder Rd.	League City	TX	77573	69	900
Justice Center	600 59th St.	Galveston	TX	77551	69	900

1.2 Incoming Toll-Free service

- All proposals will include capabilities and cost information for support of incoming Toll-Free service. (Approximately eight numbers)

1.3 Service Delivery

- All proposals will include all charges to the County and be inclusive of special fees and taxes. Any proposal not including fees and taxes will be considered at the discretion of the County.
- Voice Calls will be delivered over PRI circuits or SIP trunks to the locations indicated in Section 1.1
- Voice Calls will have full ANI and DNIS information sent to the County's terminating points for those calls.
- Voice calls transmitted to the County over SIP trunks will maintain a Perceptual Speech Quality Measurement (PSQM) of 3 70 as measured by Network General Sniffer, Wireshark, or similar County approved voice quality measurement system for 90% of the voice traffic.
- Voice call PSQM will not go below 3.50 as long as the circuit is operational.
- All proposals will include graphic representations (map overlay) of local calling areas (no fee for outbound local calls) specific to their service delivery. Any and all fees for local dialing must be noted in the quote.
- All proposals will include inbound toll-free (800 number) calling charges for inbound toll-free numbers.
- Many voice trunk providers offer monthly credits for long distance calling which is contained in the monthly circuit charge. The cost for long distance calls will be describe in detail in the provider's proposal including credits for long distance minutes included with the purchase of the circuits and per minute cost for long distance exceeding those monthly credits. All proposals will contain circuit charges with credit for __XXXX__ minutes per month of no-cost long distance and a second option of no or zero credits for long distance.
- Trunk circuits will operate in a non-blocking, one-to-one mode
- The provider will specify Mean Time to Repair in detail in the proposal.

SPECIAL PROVISIONS
VOICE COMMUNICATIONS FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

- The County provides critical phone service to law enforcement and emergency responders. Proposals will include detailed information on circuit availability guarantees and the provider's response to emergency situations that will assist the County in maintaining connectivity to the public telephone network. This should include any assistance that the provider could offer in those emergency situations.
- Acceptance of the proposal will be contingent on the provider's submission of three present customers as references for the services they are proposing to the County. These references must be of size similar to the County References must include customers presently using Fax over IP.

1.4 Vendor Repair and Replacement Service

1 4 1 Vendor will provide information on availability of service, typical lead times, and circuit outage escalation.

1 4 2 The response time requested by the COUNTY is shown below

1.4.2.1 Response to telephone support contact – 10 minutes

1.4 2.2 Restore circuit to operating status – 4 hours

1 4.2.3 Restore fiber outage – 8 hours

1.4 2.4 Emergency rerouting of DID numbers 1 hour

1.4 3 Vendor Billing and Invoice Procedures

1.4.3.1 The prices for service covered by this proposal will be complete and include **all** known charges, including federal and state taxes, miscellaneous fees, and charges the amount of which is at the option of the provider.

1 4.3 2 The Vendor will provide the COUNTY with a monthly bill that indicates each circuit and its associated charges by circuit number and location. This bill will be summarized indicating a total amount for all circuit.

1 4.3.3 The vendor will indicate how it will reimburse the COUNTY for service outages and downtime.

1 4.4 The vendor will warrant that it is in compliance with all FCC or other government/regulatory body rules and regulations

1.4.5 Delivery, installation, and turn-up services

1.4.5 1 Vendors are to describe their installation and turn-up service

1.4 6 Transition to New Service

1 4.6 1 Describe in detail your plan to transition the COUNTY's public telephone system trunk lines to your service including the porting of DID numbers.

1.4 6 2 Provide a timeline of conversion tasks given a particular start date

AGENDA ITEM #22b

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 11, 2011

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

Re RFP #B112006, Nuisance Abatement Services

Gentlemen,

On December 16, 2010 bids were opened for RFP #B112006, Nuisance Abatement Services, at which time two (2) proposals were received The lowest responsible proposal was received from Cherry Moving Company, Inc., dba Cherry Demolition

The Nuisance Abatement Officer and I recommend that you award the contract associated with this proposal to Cherry Moving Company.

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

Galveston County
Nuisance Abatement Program

Garret Foskit
Nuisance Abatement Officer

Phone 409-766-4509
Fax 409-766-4510

Memorandum

December 16, 2010

TO: Rufus Crowder, Galveston County Purchasing Agent

FROM Garret Foskit, Galveston County Nuisance Abatement Officer

RE· RFP# B112006 Nuisance Abatement Services

I have reviewed the two proposals for RFP# B112006 Nuisance Abatement Services. Both contractors are qualified; they own most of their equipment and have knowledge of asbestos; however Cherry Demolition is the least expensive Cherry is least expensive in twenty (20) of twenty (23) categories and least expensive over all when applying a median depth for the various well diameters. Cherry is also $0 51/sq ft less costly than Pats in the less than 1500'sq category (the most frequently used category of Nuisance Abatement) and the savings increase with the size of the structure.

Therefore I am recommending Cherry Demolition be awarded the B112006 Nuisance Abatement Services contract for Nuisance Abatement

If you have any questions concerning this please contact me at 409 766-4509

1620 Gill Rd. Dickinson TX 77539

NUISANCE ABATEMENT SERVICES
PROPOSAL RESPONSE FORM

	DESCRIPTION	COST
1	Quantities of 0 – 1,500 square foot Demolition of frame houses, commercial structures, garages, sheds, barns, etc , and removal of all debris from jobsite	3.34
2	Quantities of 1,500 – 3,000 square foot Demolition of frame house, commercial structures, garages, sheds, barns, etc , And removal of all debris from jobsite	3.04
3	Quantities of 3,000 square foot and larger Demolition of frame houses, commercial structures, garages, sheds, barns, etc , and removal of all debris from jobsite	2.25
4	Quantities of 0 – 1,500 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc., and removal of all debris from jobsite	3.11
5	Quantities of 1,500 – 3,000 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc , and removal of all debris from jobsite	2.49
6	Quantities of 3,000 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc , and removal of all debris from jobsite	2.30
7	Quantities per square yard of clean fill	14.25
8	Clear wooded lot of trees per half (1/2) acre (each site 5 acre or smaller)	775.00
9	Quantities per square foot sidewalks/driveways (concrete blacktop or Similar construction) removal and disposal (any thickness)	.42¢
10	Quantities per square foot slabs (removal and disposal)	.48¢
11	Quantities per cubic yards debris and trash removal	16.75
12.	Removal of tires (any size)	5.00
13	Pump out septic tank crush, remove and backfill	325.00
14	Quantities per square foot of non friable normal access asbestos removal and disposal	1.50
15	Quantities per square foot of friable normal access asbestos removal and disposal	2.20

NUISANCE ABATEMENT SERVICES
PROPOSAL RESPONSE FORM

	DESCRIPTION	COST
16	Quantities per square foot of non friable difficult access asbestos removal and disposal	1.65
17	Quantities per square foot of friable difficult access asbestos removal and disposal	2.60
18	Quantities per square foot of transite siding asbestos removal and disposal	1.50
19	Cost per square foot for the demolition in place for an unsafe building with asbestos Contaminated material and disposal of all material	9.12
20	Mow/bush hog high grass/weed lots per quarter (1/4 acre)	300.00
21	Cost of well plugging 2" well 0 - 300' depth	375.00
22.	Cost of well plugging 4" well 0 - 300' depth	475.00
23	Cost of well plugging 4" well 300' – 600' depth	575.00

NUISANCE ABATEMENT SERVICES
BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
Nuisance Abatement Services

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

BIDDER	Cherry Demolition
SIGNATURE	Mark McGhee
PRINT NAME	Mark McGhee
TITLE	Estimator
ADDRESS	6131 Selinsky
CITY, STATE	Houston, TX 77048
ZIP	77048
TELEPHONE	713·987·0000 main 713·209·8314 direct
FAX NUMBER	713 991·6236
DATE	12/16/10
TAX I D NUMBER	76-0164125

NUISANCE ABATEMENT SERVICES
PROPOSAL RESPONSE FORM

	DESCRIPTION	COST
1	Quantities of 0 – 1,500 square foot Demolition of frame houses, commercial structures, garages, sheds, barns, etc., and removal of all debris from jobsite	$3.85 SF
2	Quantities of 1,500 – 3,000 square foot Demolition of frame house commercial structures garages, sheds barns, etc., And removal of all debris from jobsite	$4.25 SF
3	Quantities of 3,000 square foot and larger Demolition of frame houses, commercial structures, garages sheds, barns, etc., and removal of all debris from jobsite	$4.25 sq
4	Quantities of 0 – 1,500 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc., and removal of all debris from jobsite	$5.50 SF
5	Quantities of 1,500 – 3 000 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc., and removal of all debris from jobsite	$5.50 SF
6	Quantities of 3,000 square foot and larger Demolition of brick veneer houses commercial structures, garages, etc and removal of all debris from jobsite	$5.50 SF
7	Quantities per square yard of clean fill	$19.50 cu
8	Clear wooded lot of trees per half (1/2) acre (each site 5 acre or smaller)	$500.00
9	Quantities per square foot sidewalks/driveways (concrete blacktop or Similar construction) removal and disposal (any thickness)	$2.50 s
10	Quantities per square foot slabs (removal and disposal)	$2.50 sc
11	Quantities per cubic yards debris and trash removal	$12.50 c
12	Removal of tires (any size)	3.00 e
13	Pump out septic tank crush, remove and backfill	$375.00
14	Quantities per square foot of non friable normal access asbestos removal and disposal	$3.50 sq f
15	Quantities per square foot of friable normal access asbestos removal and disposal	$14.50 sq f

NUISANCE ABATEMENT SERVICES
PROPOSAL RESPONSE FORM

	DESCRIPTION	COST
16	Quantities per square foot of non friable difficult access asbestos removal and disposal	$5.50 sq ft
17	Quantities per square foot of friable difficult access asbestos removal and disposal	$15.50 sq ft
18	Quantities per square foot of transite siding asbestos removal and disposal	$3.50 sq ft
19	Cost per square foot for the demolition in place for an unsafe building with asbestos Contaminated material and disposal of all material	$19.50 sq ft.
20	Mow/bush hog high grass/weed lots per quarter (1/4 acre)	$75.00
21	Cost of well plugging 2 well 0 300 depth	$4.50 ft
22	Cost of well plugging 4 well 0 300 depth	$4.50 ft
23	Cost of well plugging 4 well 300 – 600 depth	$4.50 ft

RFP #: B112006
OPEN: 12/16/2010
10:00 AM

NUISANCE ABATEMENT SERVICES
BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
Nuisance Abatement Services

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

BIDDER	PAT'S DEMOLITION AND DEBRIS REMOVAL
SIGNATURE	PA Rogers
PRINT NAME	PATRICK ROGERS
TITLE	PRESIDENT
ADDRESS	2211 HIGHWAY 87, P.O. BOX 2160
CITY, STATE	CRYSTAL BEACH, TX
ZIP	77650
TELEPHONE	409-939-5933
FAX NUMBER	409-684-9963
DATE	DECEMBER 14, 2010
TAX I D NUMBER	76-0534327

GALVESTON COUNTY
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL:

RFP #B112006

NUISANCE ABATEMENT SERVICES

PROPOSAL DUE DATE: DECEMBER 16, 2010
10:00 A.M.

Rufus Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

RFP # B112006

NUISANCE ABATEMENT SERVICES

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Vendor Qualification Packet	

RFP#: B112006
OPEN: 12/16/2010
10:00 AM

REQUEST FOR PROPOSAL
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **10:00 AM** on **12/16/2010** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Any proposal received after **10:00 AM** on the date specified will be returned unopened

All proposals must be marked on the outside of the envelope

RFP # B112006
NUISANCE ABATEMENT SERVICES

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be as shown in Request for Proposal

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21St Street) Fifth (5th) Floor, Galveston, Texas,

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable The net price will be delivered to Galveston County, including all freight or shipping charges, The County is tax exempt and no taxes should be included in your proposal

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc), vendor is to be paid via Galveston County's normal accounts payable process

Sealed proposals are to be delivered to the Galveston County Purchasing Agent, 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 proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package Proposals must be submitted in ***sets of five (5), one (1) original and four (4) copies*** *on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal Proposer 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 proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Request for Proposal must be submitted in writing to
Rufus G Crowder, CPPB, Purchasing Agent
722 Moody
Fifth Floor
Galveston, Texas 77550
Fax. (409) 621-7997
E-mail rufus crowder@co galveston tx us

An authorized person from the submitting firm must sign all proposals This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal It provides specific information necessary to aid participating firms in formulating a thorough response

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility The Proposer must also meet the following minimum requirements

1. have adequate financial resources or the ability to obtain such resources as required,
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal,
3. have a satisfactory record of performance,
4. have a satisfactory record of integrity and ethics,
5. be otherwise qualified and eligible to receive an award

GENERAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

4. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a proposal If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening The Purchasing Agent will examine proposals promptly and thoroughly No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative

7. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all proposals and waive any informality in the proposals received, (2) disregard the proposal of any proposer determined to be not responsible

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal 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 proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening Vendors are to proposal as specified herein or proposal 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

9. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the proposer 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

10. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered

GENERAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

The County reserves the right to offer these alternatives to other proposers

11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal 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 proposal

Cash discount must be shown on proposal, otherwise prices will be considered net Unless prices and all information requested are complete, proposal 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

12. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal

13. TAX EXEMPTION

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

14. 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 proposal

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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 proposal 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 proposal 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

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same

16. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN) Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal The prices proposed will be considered firm and cannot be altered after the submission deadline **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the proposal in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative

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The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole, to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the County In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written proposal
In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals 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 Requests for Proposals

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

18. DISPUTE AFTER AWARD

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar 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 Commissioners' Court will be final The Commissioners' Court need not consider protests until the procedure is followed

19. 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 Proposer agrees that it has marked any information that it considers to be confidential, proprietary,

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and/or trade secret in its bid County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret

20. RESULTANT CONTRACT

The resultant contract 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, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer'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 proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible

21. 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

22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

All notices relating to default by Proposer 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 County Legal Department Notices issued by or issued to anyone other than the 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 proposals or further negotiations At a minimum, Proposer 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 Proposer

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 Proposer

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted proposal and the contract

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23. 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 Proposer should this contract be terminated early

24. 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

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals 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

26. CONTRACTOR INVESTIGATION

Before submitting a proposal, 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 proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

27. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County This includes solicitation of a Best and Final Offer from one or more of the proposers If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal Proposers may be contacted in writing requesting that they submit their best and final offer Any such best and final offer must include discussed and negotiated changes

29. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable

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30. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

A Failure to use the proposal form (s) furnished by the County, if applicable.
B Lack of signature by an authorized representative that can legally bind the company on the proposal form
C Failure to properly complete the proposal
D Proposals that do not meet the mandatory requirements
E Evidence of collusion among proposers

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals 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 Request for Proposal 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 proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals In any case, the proposal 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 or proposals

32. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court No price or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received Violations of this provision may result in the rejection of a proposal

34. PROTEST

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent The decision of the Court will be final The Court need not consider protests unless the procedure is followed

35. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals

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36. 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.

37. PROOF OF INSURANCE

Successful proposer 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 proposer 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 proposer 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 proposer Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County

Insurance is to be placed with insurers having a Best rating of no less than A The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract 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 Proposer shall be required to submit annual renewals for the term of this contract 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 Proposer 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 Proposer 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 Proposer

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In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer

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.

38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk **(not the Purchasing Agent)**

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston tx us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http.//www ethics state tx us/whatsnew/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

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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

40. 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

41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the proposal is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contact of anyone interested in the proposed contract, that all statements contained in the proposal are true, and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

42. SOVEREIGN IMMUNITY

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

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices,
2. New Proposer's Federal Identification Number (FEIN), and
3. New Proposer's proposed operating plans

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Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval

44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County There shall be no additional costs attributed to these delays should any occur Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract

45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate

Proposer may tour the Station to verify information and data Please contact the County Purchasing Agent to arrange to visit the Station

46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract In the event any such material is not held by the Proposer in its original form, a true copy shall be provided

49. 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

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Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

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

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50. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax (409) 765-2653

With copies to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 770-5560

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

1. SCOPE

Galveston County is seeking a vendor to provide Nuisance Abatement Services The following specifications are minimum acceptable requirements for this service

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY

Galveston County is tax exempt and therefore taxes should not be added to the bid price

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

It is the intent of these specifications to secure a term contract to furnish demolition and clearing services The work to be performed at a specific site will be described by the County's Program Administrator, who, for purposes of this contract is

Name	Garret Foskit, Nuisance Abatement Officer Garret foskit@co galveston tx us
Address	Galveston County Nuisance Abatement 1620 Gill Road Dickinson, Texas 77539
Telephone	(409) 766-4509

Possible operations to be performed under this contract include

1 clearing and grading site,
2 removing structures (commercial and residential) and their contents,
3 removing debris, such as tires, vehicles, trash and vegetation (including trees, if requested),
4 removing black top or cement-slabs if severely damaged,
5 removing fences (all types),
6 abatement of any special or hazardous materials, including asbestos, per TNRCC, USEPA, NESHAPS, Texas Department of Health, and all other applicable regulations,
7 busting and filling septic tanks or swimming pools, and
8 removing damaged sidewalks and driveways

The site must meet the approval of the Program Administrator after demolition

2. SPECIAL REQUIREMENTS

Each bidder is requested to thoroughly review the bidding specifications in order to familiarize themselves for the requested demolition work

Quotations shall be submitted on a net total bid basis subject to estimated quantities as detailed on the bid form Please detail any charges for requested work not specifically requested on the bid form

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

3. **PAYMENT**

Acceptance and payment are to be conditioned upon completion of designated work to the satisfaction of the Program Administrator and in accordance with all conditions and requirements, as detailed herein

For payment purposes, the Contractor shall measure each structure and related items to be demolished and these figures shall be approved by the Program Administrator **IN WRITING** This procedure must be done before any work is to commence

The basis of payment shall be the Net Total Bid to demolish and remove all debris from the property and shall include all costs of labor, materials, equipment, tools, incidentals, fees, inspections, reinspections, permits, and all code and ordinance requirements necessary to complete the work in accordance with plans and specifications

Contractor shall invoice for each COMPLETED DEMOLITION by site Payment may be expected from the County Auditor's Office within approximately thirty (30) days from date of stamp receipt of invoice in that office

4. **COMPLETION TIME**

Galveston County expects demolition and removal work for any one structure or site to begin no later than ten (10) working days after the date of it's written notice to proceed by the County or it's Program Administrator, and to be completed at the site not later than two (2) days for structures between 0 and 1,500 square foot sites larger to be determined at that time The completion time frames may be changed with approval from the Program Administrator on a case by case basis If an order contains more than one site for demolition and removal work, the Contractor must begin no later than ten (10) working days after its notice to proceed and to complete work on sites not later than thirty (30) working days after the date the order for nuisance abatement is received by the Contractor. It is the intent of this bid to complete all demolition work as expeditiously as possible, therefore, prospective bidders be warned that delays in work **WILL NOT BE PERMITTED** Failure to perform in an expedient and professional manner will not be tolerated

5. **FILLING VOIDS**

The Contractor shall comply with the following

Completely fill below-grade areas and voids resulting from demolition of structures Fill dirt may be needed to accomplish this request and it is the responsibility of the Contractor at no additional cost to the County If greater than 10 cubic yards is needed, then the County will pay the difference

Use satisfactory soil materials free from debris, trash, frozen materials, roots, and other organic matter

Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen materials, trash and debris

Place fill materials in horizontal layers not exceeding 6" in loose depth Compact each layer at optimum moisture content of fill materials to a density equal to original adjacent ground, unless subsequent excavation for new work is required VOIDS WILL NOT BE ALLOWED AND CONTRACTOR SHALL COMPACT GROUND TO FILL-IN BELOW GRADE AREAS

After fill placement and compaction, grade surface to meet adjacent contours and to provide flow to surface drainage structures

6. **PIERS**

ALL PIERS TO BE REMOVED ARE TO BE CUT 24" BELOW GROUND LEVEL Fill dirt shall be used to fill the void and compacted every 8"

7. **FILL DIRT**

All fill dirt used shall be documented by a delivery ticket for the purchase of said material

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

8. DISPOSAL OF DEMOLISHED MATERIALS

The Contractor shall remove from the site all debris, rubbish, and other materials resulting from demolition operations and dumped on the property The Contractor shall provide landfill disposal documentation to the County, showing the amount by volume of debris and trash taken from a jobsite to a landfill and the charge made by the landfill to the Contractor for such disposal

Burning removed materials from demolished structures is not permitted on site

9. REMOVAL

Contractor shall be responsible for the removal of all debris caused by Contractor's work and disposal of said debris at an approved dumping site meeting all city, county, state and federal regulations

10. INSURANCE

The Contractor shall at all times during the term of this contract maintain insurance coverage as required by Paragraph 51 of the General Conditions of this Contract

11. SPECIFICATIONS

Various lots or acreage shall be cleared of all structures and left in a level condition upon completion of grading **NO TREES ARE TO BE REMOVED DURING THE DEMOLITION PROCESS UNLESS SPECIFIED BY PROGRAM ADMINISTRATOR.**

Extreme caution and planning are urged in the disconnecting of any and all utilities (water, sewage, electricity, cable TV, etc), so as not to interfere with any other residences in the area.

All bids are based on an AS-IS-WHERE-IS basis and any salvageable appliances, fixtures, etc **ARE NOT** to be considered in the bidder's quotation, although the residence and all contents abandoned become the property of the successful bidder

Paragraph 22 of the General Terms and Conditions does not apply to this Contract

12. BIDDER NOTE:

Please read carefully the detailed specifications for subject contract Demolition work may include the removal of severely damaged concrete slabs, sidewalks, driveways, swimming pools, garages, shed, barns, fencing, etc After completion of all work, dirt, grass and trees shall remain on a level graded site

DO NOT COVER UP CONCRETE OR OTHER DEBRIS IN THE CLEARING PROCESS

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UTILITIES DISCONNECTED BEFORE DEMOLTION COMMENCES

13. 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 the County to act on its behalf in administering this contract

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

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 Failure to request consent shall be grounds for default under this Contract. The Contractor further agrees that assigning or 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, General Provisions, General Specifications, General Terms and Conditions, Line Item Detail (including specifications, drawings, and addenda), Bid Sheet, contract award, 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 right 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 no later than is specified for each site by the Program Administrator

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

11 **TIME AND ORDER OF COMPLETION**

The Contractor will commence work within ten (10) days after the issuance of the notice to proceed and will substantially complete the work 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 its own cost.

14 **CHANGES AND ALTERATIONS**

The Program Administrator may make changes and alterations to the Plans and Specifications at any time through the issuance of a change order.

If such changes or alterations diminish the quantity of the work to be done the Program Administrator will reduce the amount of compensation payable to the Contractor

If there is an increase in the amount of the work, an increase in compensation will be calculated by the Program Administrator

15 **KEEPING 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

16 **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

17 **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

SPEICAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

18 **WORKING HOURS**

Contractor may perform work twenty four (24) hours a day seven (7) days a week, unless otherwise restricted by the Special Conditions of this contract

19 **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 affected by construction undertaken under this agreement from any damage or injury by reason of said process of construction Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties

20 **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

21 **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, color, sex 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 cancelled in whole or in part

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

22 **WAGE RATES**

This Contract is a Public Works Contract governed by the Texas 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 Heavy Construction Act (40 U S C Section 276a et seq) are used in this contract and are incorporated and made a part hereof

GENERAL DECISION TX020048 03/01/2002 TX48

Date March 1, 2002
General Decision Number TX020048

Superseded General Decision No TX010048

State Texas

Construction Type
HIGHWAY

County (ies)

BRAZORIA	HARRIS	ORANGE
FORT BEND	JEFFERSON	WALLER
GALVESTON COUNTY	LIBERTY	
HARDIN	MONTGOMERY	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction, bascule, suspension & spandrel arch bridges, bridges designed for commercial navigation, bridges involving marine construction, other major bridges)

Modification Number	Publication Date
0	03/01/2002

County (ies)

BRAZORIA	HARRIS	ORANGE
FORT BEND	JEFFERSON	WALLER
GALVESTON COUNTY	LIBERTY	
HARDIN	MONTGOMERY	

S0TX2045A 03/26/1998

	Rates	Fringes
ASPHALT RAKER	8 28	
ASPHALT SHOVELER	7 45	
BATCHING PLANT WEIGHER	11 11	
CARPENTER	10 35	
CONCRETE FINISHER-PAVING	9 87	
CONCRETE FINISHER-STRUCTURES	9 86	
CONCRETE RUBBER	9 00	
ELECTRICIAN	16 15	

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

	Rates	Fringes
FLAGGER	6 66	
FORM BUILDER (STRUCTURES)	9 96	
FORM LINER-PAVING & CURB	9 03	
FORSETTER (PAVING/CURB)	8 86	
FORM SETTER-STRUCTURES	9 05	
LABORER-COMMON	7 45	
LABORER-UTILITY	8 53	
LINEPERSON	7 50	
MANHOLE BUILDER (Brick)	8 49	
MECHANIC	11 38	
OILER	9 56	
SERVICER	9 51	
PAINTER-STRUCTURES	14 00	
PILEDRIVER	10 96	
PIPE LAYER	8 49	
ASPHALT DISTRIBUTOR	9 47	
ASPHALT PAVING MACHINE	10 05	
BROOM OR SWEEPER OPERATOR	8 01	
BULLDOZER	9 91	
CONCRETE CURING MACHINE	8 80	
CONCRETE FINISHING MACHINE	11 79	
CONCRETE JOINT SEALER	10 50	
CONCRETE PAVING FLOAT	9 30	
CONCRETE PAVING SAW	10 01	
CONCRETE PAVING SPREADER	9 32	
SLIPFORM MACHINE OPERATOR	9 20	
CRANE, CLAMSHELL, BACKHOE, DERRICK, D'LINE, SHOVEL	11 35	
CRUSHER/SCREENING PLANT	11 00	
FOUNDATION DRILL OPERATOR, CRAWLER MOUNTED	12 59	
FOUNDATION DRILL OPERATOR TRUCK MOUNTED	12 73	
FRONT END LOADER	9 29	
MILLING MACHINE OPERATOR	10 43	
MIXER	7 94	
MOTOR GRADER (FINE GRADE)	11 11	
MOTOR GRADER	10 67	
PAVEMENT MARKING MACHINE	7 45	
ROLLER, STEEL WHEEL PLANT MIX PAVEMENTS	9 25	
ROLLER, STEEL WHEEL OTHER FLATWHEEL OR TAMPING	7 61	
ROLLER, PNEUMATIC, SELF PROPELLED	7 96	
SCRAPER	8 69	
TRACTOR-CRAWLER TYPE	10 12	
TRACTOR-PNEUMATIC	8 99	
TRAVELING MIXER	9 35	
TRENCHING MACHINE-LIGHT	10 50	
TRENCHING MACHINE-HEAVY	13 56	
WAGON-DRILL, BORING MACHINE	10 15	

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

REINFORCING STEEL SETTER (PLAVING)	12 50
REINFORCING STEEL SETTER STRUCTURES	12 47
STEEL WORKER-STRUCTURAL	10 35
SIGN ERECTOR	10 06
SPREADER BOX OPERATOR	9 08
WORK ZONE BARRICADE	7 45
SIGN INSTALLER	7 45
TRUCK DRIVER-SINGLE AXLE LIGHT	8 15
TRUCK DRIVER-SINGLE AXLE HEAVY	8 76
TRUCK DRIVER-TANDEM AXLE SEMI TRAILER	8 00
TRUCK DRIVER-LOWBOY/FLOAT	11 29
WELDER	10 43

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental

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 the Texas 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

23 **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.

24 **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

25 **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

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

26 **CONTRACTOR'S BUILDINGS**

The building of structures for housing employees, 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

27 **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 on all employees as required by law

(2) Public Liability - (naming the County as an additional insured) -

Minimum amounts $100,000 00 per person and $300,000 00 for any single occurrence for bodily injury or death

(3) Property Damage-(naming the County as an additional insured) -

Minimum amount $100,000 00 for any single occurrence for injury to or destruction of property

(4) Builder's Risk Insurance

(5) Professional liability- (naming the County as an additional insured) -

Minimum amount of $100,000 per individual and $300,000 00 per occurrence

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.

Certified copies of original insurance policies shall be furnished to Program Administrator

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

28 **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

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

29 **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

30 **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

31 **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

32 **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 its 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

33 **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

34 **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

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

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 If the project is found not to be substantially complete, the Program Administrator will so advise the contractor

35 **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 an approval for payment

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair No payment will be made until all deficiencies have been remedied

36 **SCHEDULE OF VALUES**

If this contract provides for the making of progress payments, Contractor shall prepare a schedule of values to allocate the entire contract sum among the various portions of the work The schedule shall be supported by such data as will allow the Program Administrator to evaluate the schedule and substantiate its accuracy The Program Administrator may make any adjustments deemed necessary to the schedule That schedule will then form the basis of progress payment applications

37 **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 of the work performed and request payment in proportion to the amount of work performed Applications for payment shall be made monthly by Contractor

The amount of each payment shall be calculated by taking the sum allocated to the portion of the work in the schedule of values for which application is made, and then by multiplying that sum by the percentage of completion, then subtracting previous amounts paid by County toward the total amount of the contract

Each progress payment shall be reduced by Five Percent (5%) as retainage

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contact equals Ninety Five Percent (95%) of the total contract amount

38 **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 actual amount of such work done and the material furnished It is further understood that the County does not guarantee any minimum amount of work under this Contract and will pay only for such labor and materials actually furnished and satisfactorily installed

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

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

39. **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 changes or alterations 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

40 **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 upon the plans, or reasonably implied by the specifications, and not covered by Contractor's Proposal except as provided under Changes and Alterations in Paragraph 39 herein above

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

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

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 therefore, 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

41 **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 material men, suppliers and subcontractors utilized in the work

42 **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 judgement of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor

43 **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

44 **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

45 **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

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after service 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

46 **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

47 **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

48 **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

49 **INDEMNITY**

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and it officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract

50 **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, material men 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

51 **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 judgment for damages, attorneys fees and costs which may be awarded against County

SPECIAL PROVISIONS
NUISANCE ABATEMENT SERVICES
GALVESTON COUNTY, TEXAS

52 **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

53 **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

54 **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

55 **EVALUATION CRITERIA**

The award of this proposal shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer resulting from negotiations taken into consideration of the following evaluation factors

Total Price	30%
Cost of Demolition 1,500 square feet or less	30%
Quality – Availability of subcontractor & suppliers	10%
Experience with Asbestos Abatement	10%
Owns instead of rents most Equipment	20%

NUISANCE ABATEMENT SERVICES
PROPOSAL RESPONSE FORM

DESCRIPTION		COST
1	Quantities of 0 – 1,500 square foot Demolition of frame houses, commercial structures, garages, sheds, barns, etc , and removal of all debris from jobsite	_____
2	Quantities of 1,500 – 3,000 square foot Demolition of frame house, commercial structures, garages, sheds, barns, etc , And removal of all debris from jobsite	_____
3	Quantities of 3,000 square foot and larger Demolition of frame houses, commercial structures, garages, sheds, barns, etc., and removal of all debris from jobsite	_____
4	Quantities of 0 – 1,500 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc., and removal of all debris from jobsite	_____
5	Quantities of 1,500 – 3,000 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc , and removal of all debris from jobsite	_____
6	Quantities of 3,000 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc , and removal of all debris from jobsite	_____
7	Quantities per square yard of clean fill	_____
8.	Clear wooded lot of trees per half (1/2) acre (each site 5 acre or smaller)	_____
9	Quantities per square foot sidewalks/driveways (concrete blacktop or Similar construction) removal and disposal (any thickness)	_____
10	Quantities per square foot slabs (removal and disposal)	_____
11.	Quantities per cubic yards debris and trash removal	_____
12.	Removal of tires (any size)	_____
13	Pump out septic tank crush, remove and backfill	_____
14	Quantities per square foot of non friable normal access asbestos removal and disposal	_____
15	Quantities per square foot of friable normal access asbestos removal and disposal	_____

NUISANCE ABATEMENT SERVICES
PROPOSAL RESPONSE FORM

DESCRIPTION		COST
16.	Quantities per square foot of non friable difficult access asbestos removal and disposal	_____
17	Quantities per square foot of friable difficult access asbestos removal and disposal	_____
18	Quantities per square foot of transite siding asbestos removal and disposal	_____
19	Cost per square foot for the demolition in place for an unsafe building with asbestos Contaminated material and disposal of all material	_____
20	Mow/bush hog high grass/weed lots per quarter (1/4 acre)	_____
21	Cost of well plugging 2" well 0 - 300' depth	_____
22	Cost of well plugging 4" well 0 - 300' depth	_____
23	Cost of well plugging 4" well 300' – 600' depth	_____

NUISANCE ABATEMENT SERVICES
BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
Nuisance Abatement Services

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

BIDDER _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

ADDRESS _____

CITY, STATE _____

ZIP _____

TELEPHONE _____

FAX NUMBER _____

DATE _____

TAX I D NUMBER _____

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM11068

Request for Proposal Number B112006 – Nuisance Abatement Services

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating **January 18, 2012.**

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: Cherry Moving Company, dba Cherry Demolition

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n a
Addendum No 2 ( ) yes ( ) no ( ) n a
Addendum No. 3 ( ) yes ( ) no ( ) n.a

Payment Bond Required. ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County·

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Cherry Mining Co., Inc.
dba Cherry Demolition
6131 Selinsky
Houston, TX 77048

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2. **Contractor Responsibilities**. Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**. Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8 **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**. Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

12. **Entirety of Agreement and Modification**. This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**. If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas Venue shall lie exclusively in Galveston, Texas

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19 **Meaning of Words**. Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20 **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 19 day of January, 2011.

Contractor:

Cherry Demolition

By:

Date: 12/16/10

Galveston County

By:

Date: 1/19/11

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #22c

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 11, 2011

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

Re RFP #B112004, Veteran's Sports Complex in Jack Brooks Park

Gentlemen,

On December 21, 2010, proposals were opened in my office for RFP #B112004, Veteran's Sports Complex in Jack Brooks Park of which two proposals were received The most qualified proposal considered most advantageous to the County was received from The Texas Wranglers Baseball Association

The Director of Parks and Senior Services and I request that you award this project to The Texas Wranglers Baseball Association

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

MEMORANDUM

January 4, 2011

To: Rufus Crowder, Purchasing Agent CPPB
Galveston County

From: Dennis J. Harris, Director
Galveston County Parks and Senior Services

Subject: Recommendation for RFP # B112004, Veterans Sports Complex in Jack Brooks Park

As you know, on Tuesday December 21, 2010, two (2) proposals were opened for the operation and management of the ballfield complex at Jack Brooks Park. The Parks Department review committee consisted of Andy Hansen, Parks Operations Manager, Earl Hearne, Administrative Services Manager and me. We have carefully evaluated the proposals **(see attachment)** and recommend, The Texas Wranglers Baseball Association. We feel that their proposal was complete and thorough in describing the scope of service that the County desires. Mr. James (Clay) Hertenberger has been involved in youth baseball for a number of years, and it appears that his involvement with the local youth baseball community should serve the County well in making this a very successful service to Galveston County residents and its visitors.

We are requesting that Commissioner's Court authorize the County Parks Department to negotiate a contract with Texas Wranglers Baseball Association for Commissioner's Court consideration at the next available meeting.

Should you have any questions, please do not hesitate to contact my office at extension 8112.

DENNIS J. HARRIS

Attachment

CC Earle Hearne, Administrative Services Manager
Andy Hansen, Operations Manager

Evaluation Criteria for Veterans Sports Complex in Jack Brooks Park
RFP Bid # B112004

Required Information	% of Score	Texas Select Baseball	Texas Wrangler Baseball Association				
Annual Revenue Offer		$4,000	$7,000				
Criteria							
Technical Approach/Score							
Competence	30	X 4 = 120	X 4 = 120				
Quality	25	X 3 = 75	X 4 = 100				
Revenue	25	X 4 = 100	X 5 = 125				
Completeness	20	X 3 = 60	X 4 = 80				
Totals	100	355	425				

******* Scoring Criteria** **5 = Very High, 4 = High, 3 = Medium, 2 = Low, 1 = Very Low**

Andy Nam 1/4/11
Evaluator and Date

Earl Hearne 1/4/11
Evaluator and Date

Dennis Hasser 1/4/11
Evaluator and Date

VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS
CONCESSION PROPOSAL FORM
EXHIBIT B

1 This is a proposal to maintain and operate the Galveston County Veterans Sports Complex located in Jack Brooks Park, Hitchcock, Texas (yes or no) Yes

2 Name under which concession will operate if proposal is selected and contract entered into
Texas Wranglers Baseball Association

3 Name of Owner/Operator:
Clay Hertenberger

4. Type of Business (Corporation, Partnership, Sole Proprietorship)
501 (C) (3) Corporation

5 I, the undersigned, agree, if awarded the Concession Agreement by the County, to furnish the services and items listed on the attached proposal forms, at the prices quoted, and according to the terms and provisions of the Concession Agreement attached to this RFP My proposal and the prices quoted herein shall remain firm for a period of sixty (60) days from the date of the proposal opening I am authorized to agree to abide by the terms and conditions of this RFP and the Concession Agreement.

Signature: Clay Hertenberger
Date: 12-20-10

6. Address of Concession Owner/Operator:
P.O Box 806
Hitchcock, TX 77563

7 Telephone Number: 409-935-8800

8. Fax Number 409-935-8820

9 Email Address chertenberger@comcast.net

10. Annual Flat Rate Bid in Consideration for this RFP: $ 7,000.00

(To be paid quarterly as stated in RFP)

11 Proposed Hours of Operation (7 days per week required)

See attached addendum

12. List all fees you are proposing to charge for practices for baseball organizations or teams

See attached addendum

13. List all fees you are proposing to charge for league play.

See attached addendum

14. List all fees you are proposing to charge for tournaments

See attached addendum

15. List all fees you are proposing to charge for rental of the meeting room.

See attached addendum

16. List all fees you are proposing to charge for advertising

See attached addendum

17. List all items you are proposing to sell/rent at the concession stand with proposed prices (Attach additional page if necessary)

Item	Proposed Price	Item	Proposed Price
See attached	addendum		

18 List all officers and members of your organization or enterprise·

See attached addendum

19 Describe your experience in operating, managing, and scheduling ball fields and food and beverage concessions This should include the length of time in business, your staff size, your understanding of the importance of senior management's continuity and involvement throughout the contract, and previous and current operations that are similar in nature to this project.

See attached addendum

20. Provide a summary of how you intend to provide the services requested by this RFP Please describe a staffing plan and chain of responsibility for resolving any problems that may arise at the concession

See attached addendum

21. Provide a list of at least three references that can attest to your ability to fulfill the requirements of this RFP and Concession Agreement (List name, address, telephone number)

See attached addendum

22. Provide any additional information, if any, that should be considered in evaluating your proposal. If there is none, state, "There is no additional information we wish to present."

See attached addendum

23 List all trade fixtures and personal property items you propose to supply by the proposer

See attached addendum

24 Attach a Separate Sheet if you are proposing alternatives to the requirements set forth in this RFP Although the County is seeking proposals as specified in this RFP, reasonable alternatives will be considered For example, the County will entertain allowing the successful applicant to provide storage sheds for ball teams upon the Concession Premises

County of Galveston
Concession Proposal Form
Exhibit B Addendum

11 Office hours are 8 – 5 Monday through Friday Field hours will vary according to the need of leagues, tournaments, and other events

12 – 14 Leagues will pay $2500 per season. There will be spring, fall and summer league scheduling available. Tournament fees will vary according to the length of the tournament, number of fields needed, and number of staff needed to handle crowds, games, and supervision of event. Fees can range from $250 per team to $400 per team. Fields will be available for practice at $75 per hour with a 2 hour minimum. Scheduling will be on a first come, first servce basis

15. The meeting room can be rented for $100 per 2 hours and must be scheduled through the office at least 48 hours in advance on a first come, first served basis.

16 We have no current plans to sell or accept advertising. This should not limit our ability to offer paid advertising at a later date.

17 The concession stand will sell food, t-shirts, caps, and accessories during scheduled leagues, tournaments, and event times Food items may include, but not limited to (in range or price)·

Various candy/snack items	$ 25 - $1 50 each
Various drinks (no alcohol)	$1 00 - $1 50 each
Various cooked foods	$1 00 - $3 00 each

Other items.

T-shirts	$10 - $20 each
Caps	$7 - $15 each
Bags/Accessories	$2 50 and up

18.

James C Hertenberger	President & Director
Melanie Hertenberger	Director
Sid Ogden	Treasurer & Director
Tamara Bailey	Vice President & Director
Kim Blankenship	Secretary & Director

19. James "Clay" Hertenberger has been the President of Texas Wranglers Baseball Association since its inception in 2009. He is responsible for the recruitment of volunteers to coach, assist, and perform field maintenance He also schedules tournaments, orders uniforms, and procures equipment, bats, balls, etc. for the teams Clay has coached teams for six years. He is the current president of Santa Fe Little League and served as president last year as well. The two prior years, he served on the board of Santa Fe Little League as Vice President and Player Agent

Tamara Bailey has managed the finances for the Texas Wranglers Baseball Assn since its

inception. She has an accounting background with experience in non-profits She served on the Pasadena Little League Board for two years as VP and Treasurer.

Sid Ogden served on the board of Santa Fe Little League as treasurer for 5 years and coached for 2 years with TWBA.

Kim Blankenship served on the board of Santa Fe Little League for 7 years and on the board of TWBA for 2 years

20 Coaches, managers, and assistants will be volunteers. Concession workers for leagues will be volunteer parents from each team in the league plus 1-2 paid supervisory staff The Board of Directors and officers are currently not paid staff Please see the attached Articles and Governing Documents for the Texas Wranglers Baseball Association for duties and responsibilities for various positions within the organization.

21

Bryan Alexander	(281) 851-0528
Alan Wilks	(409) 771-9235
Jamie Plowman	(409) 770-3453

22. We have attached a copy of the Secretary of State registration for TWBA, as well as the IRS exemption letter. Mr Clayton Johnson is our insurance agent who will write the insurance for this contract upon issuance to TWBA.

23. TWBA will supply the following items, if necessary, for the operation of the fields and concessions·

Pitching machines	Bases
Chalker	Deep fryer
Mower	Fridge
Drag	Freezer
Addl Storage	Heating lamps
Field Maint items	Ice machine
Soda fountains	Table & Chairs
Popcorn machine	Sound system
Other items as needed	

VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS
CONCESSION PROPOSAL FORM
EXHIBIT B

1 This is a proposal to maintain and operate the Galveston County Veterans Sports Complex located in Jack Brooks Park, Hitchcock, Texas (yes or no) yes

2. Name under which concession will operate if proposal is selected and contract entered into:
Texas Select Baseball

3 Name of Owner/Operator
Matt Johnson

4. Type of Business (Corporation, Partnership, Sole Proprietorship).
Sole proprietorship

5. I, the undersigned, agree, if awarded the Concession Agreement by the County, to furnish the services and items listed on the attached proposal forms, at the prices quoted, and according to the terms and provisions of the Concession Agreement attached to this RFP My proposal and the prices quoted herein shall remain firm for a period of sixty (60) days from the date of the proposal opening. I am authorized to agree to abide by the terms and conditions of this RFP and the Concession Agreement

Signature: [signature]
Date: 12-19-10

6. Address of Concession Owner/Operator.

106 Highland Dr
Hitchcock
Tx 77523

7. Telephone Number: 409 789 7125

8 Fax Number

9 Email Address MattJohnson77563@aol.com

10 Annual Flat Rate Bid in Consideration for this RFP
4000.00
(To be paid quarterly as stated in RFP)

11 Proposed Hours of Operation (7 days per week required):

7Am – 1100 Pm

12 List all fees you are proposing to charge for practices for baseball organizations or teams.

25.00 An hr before dark
35.00 An hr after dark

13 List all fees you are proposing to charge for league play.

1200.00 per Team per Season

14. List all fees you are proposing to charge for tournaments

200.00 per Team

15 List all fees you are proposing to charge for rental of the meeting room

25.00 An hr before dark
35.00 An hr after dark

16. List all fees you are proposing to charge for advertising

200.00 per 4x8 ft sign per season

17 List all items you are proposing to sell/rent at the concession stand with proposed prices (Attach additional page if necessary)

Item	Proposed Price	Item	Proposed Price
sodas	1.00	candy bars	1.00
gatorade	2.00	water	1.00
hotdogs	1.50	peanuts	1.00
nachos	2.00	popcorn	2.00
chili cheese dog	2.00	chips	1.00

18. List all officers and members of your organization or enterprise.

Matt Johnson president
Kimberly Johnson Secretary

19 Describe your experience in operating, managing, and scheduling ball fields and food and beverage concessions This should include the length of time in business, your staff size, your understanding of the importance of senior management's continuity and involvement throughout the contract, and previous and current operations that are similar in nature to this project:

Been managing the Jack Brooks Park for 9 of the last 10 yeas secessfully. Scheduling baseball tournaments + leagues.

20. Provide a summary of how you intend to provide the services requested by this RFP Please describe a staffing plan and chain of responsibility for resolving any problems that may arise at the concession

will provide services requested by this RFP through volentary help and paid employees as needed. All problems that may arise will be handled by myself, Matt Johnson.

21. Provide a list of at least three references that can attest to your ability to fulfill the requirements of this RFP and Concession Agreement (List name, address, telephone number)

Morris Tuck 304 Greenwood Hitchcock Tx 409 502 0613
Ronnie Blizzard 1525-14th Ave N TC. Tx 409-789-1920
Mark Garcia 2 Pecan Circle Santa Fe 409 789-5162

22. Provide any additional information, if any, that should be considered in evaluating your proposal. If there is none, state, "There is no additional information we wish to present"

Planning to retire from present job to devote all my spare time to making ~~the~~ Jack Brooks Park a successful baseball organization

23 List all trade fixtures and personal property items you propose to supply by the proposer

Dr Pepper machine, crock pots, freezer, ice chest water coolers for dugout, pitching machine batting cages, lawn mower, field maintenance equipment, tiller

24 Attach a Separate Sheet if you are proposing alternatives to the requirements set forth in this RFP Although the County is seeking proposals as specified in this RFP, reasonable alternatives will be considered. For example, the County will entertain allowing the successful applicant to provide storage sheds for ball teams upon the Concession Premises

GALVESTON COUNTY
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL:

RFP #B112004

VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK

PROPOSAL DUE DATE: DECEMBER 21, 2010
2:00 P.M.

Rufus Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

RFP # B112004

VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK

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Vendor Qualification Packet	

RFP #: B112004
OPEN: 12/21/2010
2:00 PM

REQUEST FOR PROPOSALS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

Galveston County will accept sealed proposals for the granting of a Concession Agreement for the maintenance and operation of the Galveston County Veterans Sports Complex located in Jack Brooks Park, Hitchcock, Texas The primary term of the Concession Agreement will be for a period of three (3) years. There will be two (2) additional one (1) year options to renew on such terms and conditions as may be agreed to by the parties at the time of each renewal

Sealed proposals in **sets of five (5), one (1) original and four (4)** copies will be received in the office of the County Purchasing Agent until **2:00 p.m.** on **December 21, 2010** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed proposals are to be delivered to the office of the County Purchasing Agent, 722 Moody (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any proposal received after **2:00 p.m.** on the date specified will be returned unopened

All proposals must be sealed and marked on the outside of the envelope

RFP#:B112004
VETERANS SPORTS COMPLEX CONCESSION

The proposer's name, return address and the enclosed label should be prominently displayed on the envelope Pricing to be paid the County will be on a quarterly flat rate as bid by the proposer and, if necessary, negotiated and accepted by the County This quarterly flat rate will be set forth in the final executed agreement

A pre-proposal conference will be held on Monday, December 13, 2010 at 10:00 a.m. at the Carbide Park Administrative Office located at 4102 Main Street, LaMarque, Texas 77568.

Specifications and a copy of the proposed Concession Agreement can be obtained on application at the office of the County Purchasing Agent, 722 Moody, 5th Floor, Galveston, Texas This proposed Concession Agreement may be modified depending on final negotiations

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your proposal

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process

The Galveston County Commissioners Court reserves the right to waive any informality It may also reject any and all proposals It may also award the Concession Agreement to the responsible successful proposer whose proposal is determined to be the best evaluated offer, taking into consideration the relative importance of monthly flat rates offered, alternatives offered by the proposer, and other evaluation criteria as specified in the RFP. No proposal will be entertained that does not meet, at a minimum, the successful proposer's willingness to accept all terms, conditions, restrictions, and other obligations imposed upon in this Request for Proposal and to execute the Concession Agreement

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package Proposals must be submitted in ***sets of five (5), one (1) original and four (4) copies*** *on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal Proposer 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 proposal If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Request for Proposal must be submitted in writing to
Rufus G Crowder, CPPB, Purchasing Agent
722 Moody
Fifth Floor
Galveston, Texas 77550
Fax (409) 621-7997
E-mail rufus crowder@co galveston tx us

An authorized person from the submitting firm must sign all proposals This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Request for Proposal It provides specific information necessary to aid participating firms in formulating a thorough response

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility The Proposer must also meet the following minimum requirements

1. have adequate financial resources or the ability to obtain such resources as required,
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal,
3. have a satisfactory record of performance,
4. have a satisfactory record of integrity and ethics,
5. be otherwise qualified and eligible to receive an award

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

4. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a proposal If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening The Purchasing Agent will examine proposals promptly and thoroughly No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative

7. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all proposals and waive any informality in the proposals received, (2) disregard the proposal of any proposer determined to be not responsible

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal 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 proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening Vendors are to proposal as specified herein or proposal 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

9. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the proposer 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

10. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

The County reserves the right to offer these alternatives to other proposers

11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal 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 proposal

Cash discount must be shown on proposal, otherwise prices will be considered net Unless prices and all information requested are complete, proposal 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

12. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal

13. TAX EXEMPTION

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

14. 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 proposal

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal 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 proposal 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

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by proposer guaranteeing authenticity Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same

16. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN) Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal The prices proposed will be considered firm and cannot be altered after the submission deadline **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the proposal in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole, to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the County In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written proposal
In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals 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 Requests for Proposals

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

18. DISPUTE AFTER AWARD

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar 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 Commissioners' Court will be final The Commissioners' Court need not consider protests until the procedure is followed

19. 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 Proposer agrees that it has marked any information that it considers to be confidential, proprietary,

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

and/or trade secret in its bid County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret

20. RESULTANT CONTRACT

The resultant contract 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, proposal package, any addenda issued, and any change orders issued during the work If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer'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 proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible

21. 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

22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

All notices relating to default by Proposer 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 County Legal Department Notices issued by or issued to anyone other than the 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 proposals or further negotiations At a minimum, Proposer 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 Proposer

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 Proposer

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted proposal and the contract

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

23. 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 Proposer should this contract be terminated early

24. 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

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals 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

26. CONTRACTOR INVESTIGATION

Before submitting a proposal, 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 proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

27. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County This includes solicitation of a Best and Final Offer from one or more of the proposers If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal Proposers may be contacted in writing requesting that they submit their best and final offer Any such best and final offer must include discussed and negotiated changes

29. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

30. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

A Failure to use the proposal form (s) furnished by the County, if applicable
B Lack of signature by an authorized representative that can legally bind the company on the proposal form
C Failure to properly complete the proposal
D Proposals that do not meet the mandatory requirements
E Evidence of collusion among proposers

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals 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 Request for Proposal 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 proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals In any case, the proposal 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 or proposals

32. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court No price or staffing information will be released Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received Violations of this provision may result in the rejection of a proposal

34. PROTEST

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent The decision of the Court will be final The Court need not consider protests unless the procedure is followed

35. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

36. **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.

37. **PROOF OF INSURANCE**

Successful proposer 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 proposer 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 proposer 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 proposer Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County

Insurance is to be placed with insurers having a Best rating of no less than A The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract 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 Proposer shall be required to submit annual renewals for the term of this contract 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 Proposer 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 Proposer 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 Proposer

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer

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.

38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk **(not the Purchasing Agent)**

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston tx us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http.//www ethics state tx us/whatsnew/conflict_forms htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

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

40. 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

41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the proposal is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal 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 proposal are true, and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

42. SOVEREIGN IMMUNITY

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

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices,
2. New Proposer's Federal Identification Number (FEIN), and
3. New Proposer's proposed operating plans

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval

44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County There shall be no additional costs attributed to these delays should any occur Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract

45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate

Proposer may tour the Station to verify information and data Please contact the County Purchasing Agent to arrange to visit the Station

46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract In the event any such material is not held by the Proposer in its original form, a true copy shall be provided

49. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

"Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here "

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in 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

GENERAL PROVISIONS
VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS

50. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax (409) 765-2653

With copies to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 770-5560

SPECIAL PROVISIONS
REQUIREMENTS FOR SUBMISSION OF PROPOSAL FOR VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK GALVESTON COUNTY, TEXAS

The following are minimum requirements and required information for the submission of a proposal on the above-referenced project

Successful proposer must indicate that he/she is submitting a proposal for the maintenance and operation of the Galveston County Veterans Sports Complex located in Jack Brooks Park, Hitchcock, Texas

1 All proposals are subject to the terms and conditions of this Request for Proposal that will be incorporated into the final Concession Agreement

2 Any individual(s) desiring to submit a bid on this proposal must state in their proposal they are willing to agree to abide by all terms and conditions of the Request for Proposal and attached Concession Agreement. In addition, such individual(s) must state the annual fee they are willing to pay the County and answer all other questions on the proposal forms Failure to abide by these requirements may disqualify a proposer

3 Proposers wishing to offer any alternatives or take any exceptions to the RFP must attach a separate sheet noting any such exceptions.

4 This RFP is seeking an individual or other legal entity to operate a County-owned facility V T C A , Local Government Code, Chapter 171 prohibits, where applicable, the participation on the part of local public officials in matters in which they may have an interest. Proposers should familiarize themselves with the entire provisions of this law and the penalties provided for its violations before submitting their proposals

5 Proposal submittals should be typewritten or computer generated and signed in ink. Legibility, clarity, and completeness are essential elements of the proposal. **One (1) original and four (4) copies** must be provided in a sealed envelope clearly marked as **RFP# B112004,** Veterans' Sports Complex Concession and be delivered to

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County Purchasing Department
722 Moody, 5th Floor
Galveston, Texas 77550
(409) 770-5373

6 The deadline to submit proposals is **2:00 p.m. on December 21, 2010** Proposals shall be opened and the names of proposers read aloud at 722 Moody, 5th Floor, Galveston, Texas in the office of the Purchasing Agent No decision regarding any proposal will be made on that date

7 Any inquiries regarding the proposals should be made to Rufus G. Crowder, CPPB, Purchasing Agent at (409) 770-5373 or via e-mail at rufus crowder@co galveston tx us

8 The responses and any subsequent negotiated items of the successful proposal shall be incorporated into the final executed contract

9 Information disclosed in the proposals is the property of Galveston County. No information will be disclosed until the award has been placed on the Commissioners' Court agenda Once recommendations are made to the Galveston County Commissioners' Court, proposal information is subject to public access and disclosure through requests made under the Texas Open Records Act

10. The County reserves the right to reject any and all proposals received as a result of this request The County may waive any informality, technical defect, or clerical error in any proposal, as the interest of the County may require The County may cancel the RFP process at any time for any reason or no reason prior to entering into a formal agreement. All proposals shall remain firm for 60 days

11 The proposer must demonstrate his/her experience with past or existing similar operations such as the one described in this RFP

12 Expenses for developing proposals are entirely the responsibility of the proposers and shall not be chargeable in any manner to the County

13 Proposals will be evaluated by a panel made up of a representative from the Galveston County Legal Department, the Galveston County Purchasing Agent, and the Director of the County Parks Department, or their designees, in accordance with the factors set forth below. A short list of finalists will be determined. If necessary, short list finalists may be invited to present their proposals and their best and final offers in an oral presentation at a time and place to be determined by the County The evaluation criteria will consist of·

Possible Points	Criterion
30	Competence The proposal will be evaluated for qualifications, financial stability, and previous directly related experience of the proposer
25	Quality: The proposal will be assessed as to the overall approach to the management, scheduling and operation of three baseball fields, a concession stand, restrooms, press box and meeting room and parking lot.

25	Revenue The proposal will be evaluated with regard to financial benefits to Galveston County
20	Completeness: The proposal will be evaluated with regard to inclusion of all items specified in this RFP.

A proposal that does not meet <u>each</u> of the criteria set forth in this RFP and is not submitted by deadline will not be considered.

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VETERANS' SPORTS COMPLEX IN JACK BROOKS PARK
GALVESTON COUNTY, TEXAS
CONCESSION PROPOSAL FORM
EXHIBIT B

1 This is a proposal to maintain and operate the Galveston County Veterans Sports Complex located in Jack Brooks Park, Hitchcock, Texas (yes or no) _____

2 Name under which concession will operate if proposal is selected and contract entered into.

_____

_____

3. Name of Owner/Operator

_____

4 Type of Business (Corporation, Partnership, Sole Proprietorship)

_____

5. I, the undersigned, agree, if awarded the Concession Agreement by the County, to furnish the services and items listed on the attached proposal forms, at the prices quoted, and according to the terms and provisions of the Concession Agreement attached to this RFP. My proposal and the prices quoted herein shall remain firm for a period of sixty (60) days from the date of the proposal opening I am authorized to agree to abide by the terms and conditions of this RFP and the Concession Agreement

Signature _____

Date: _____

6. Address of Concession Owner/Operator:

_____

_____

_____

_____

_____

7. Telephone Number _____

8 Fax Number: _____

9. Email Address _____

10 Annual Flat Rate Bid in Consideration for this RFP

_____

(To be paid quarterly as stated in RFP)

11 Proposed Hours of Operation (7 days per week required)

_____

_____

_____

12 List all fees you are proposing to charge for practices for baseball organizations or teams

_____

_____

_____

13. List all fees you are proposing to charge for league play

_____

_____

_____

14 List all fees you are proposing to charge for tournaments

_____

_____

_____

15 List all fees you are proposing to charge for rental of the meeting room

_____

_____

_____

16. List all fees you are proposing to charge for advertising

_____

_____

_____

17. List all items you are proposing to sell/rent at the concession stand with proposed prices (Attach additional page if necessary)

Item	Proposed Price	Item	Proposed Price

18. List all officers and members of your organization or enterprise

_____
_____
_____
_____

19. Describe your experience in operating, managing, and scheduling ball fields and food and beverage concessions. This should include the length of time in business, your staff size, your understanding of the importance of senior management's continuity and involvement throughout the contract, and previous and current operations that are similar in nature to this project

_____
_____
_____
_____
_____

20 Provide a summary of how you intend to provide the services requested by this RFP. Please describe a staffing plan and chain of responsibility for resolving any problems that may arise at the concession

_____
_____
_____
_____
_____

21 Provide a list of at least three references that can attest to your ability to fulfill the requirements of this RFP and Concession Agreement. (List name, address, telephone number)

_____

_____

_____

_____

_____

22 Provide any additional information, if any, that should be considered in evaluating your proposal If there is none, state, "There is no additional information we wish to present "

_____

_____

_____

_____

_____

23 List all trade fixtures and personal property items you propose to supply by the proposer

_____

_____

_____

_____

_____

24 Attach a Separate Sheet if you are proposing alternatives to the requirements set forth in this RFP Although the County is seeking proposals as specified in this RFP, reasonable alternatives will be considered For example, the County will entertain allowing the successful applicant to provide storage sheds for ball teams upon the Concession Premises

Veterans' Sports Complex
Concession Agreement
Jack Brooks Park

This Agreement is made and entered into effective as of the Commencement Date, by and between the **County of Galveston,** a political subdivision of the State of Texas and Texas Wranglers Baseball It is for the management and operation of the **Galveston County Veterans Sports Complex** located in Jack Brooks Park in Hitchcock, Texas

Definitions

1 **County** - means the County of Galveston, Texas

2 **Concessionaires** - means Texas Wranglers Baseball Assn

3 **Complex** - means the Galveston County Veterans Sports Complex located in Jack Brooks Park in Hitchcock, Texas. The Complex consists of three fenced and lighted 300-foot baseball fields, a 2,485 square foot concession building that contains a concession stand, restrooms, press box and meeting room; a paved plaza area surrounding the building, and a 157-car parking lot The location of the complex is more fully shown in Exhibit "A" attached hereto.

4 **Commencement Date** - means the latter of the date of execution of this agreement by the County or the date of its approval by the United States Department of the Interior

5. **Authorized Representative** - means the Director of the County Parks Department or his written designee Unless otherwise stated, County's Authorized Representative is authorized to act on the County's behalf on all aspects of this Agreement

Recitals

Whereas, the County is the Owner of the Complex; and

Whereas, the County desires to grant to Concessionaires the exclusive right, for the term hereafter stated, to manage and operate the Complex

Now, Therefore, Know All Men By These Presents:

That for and in consideration of the public improvements and other payments to be made by Concessionaires and for the further consideration of the mutual covenants, terms, provisions, and conditions contained herein, the parties hereby agree as follows:

Article I
Scope and Use

1 1 That the County, subject, however, to any conditions, restrictions, covenants, rights-of-way, or easements affecting the Complex, as well as the mutual covenants, terms, provisions and conditions contained herein, grants to Concessionaires, for the term hereinafter set forth the exclusive right to.

a) schedule baseball and/or softball practices, league games, tournaments, and other related events at the Complex,

b) establish reasonable fees for admission during said events;

c) operate and manage the concession stand at the Complex,

d) offer for sale sports merchandise, souvenirs, food, and non-alcoholic beverages, and such other items of merchandise as are customarily offered for sale under similar circumstances at refreshment stand concessions within Galveston County, and

e) schedule the upstairs meeting room at the Complex for coaches meetings or other related uses;

all of said rights being granted, at and in the Complex

1 2 No other use of the Complex shall be permitted unless consent to such use is first obtained in writing from the County's Authorized Representative.

1 3 No portion of the Complex is being leased to Concessionaires. Concessionaires are licensees and not lessees of the Complex. The right of Concessionaires to occupy the Complex shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by Concessionaires.

1.4 The County reserves the right to enter any portion of the Complex for any reason at any time. The County also retains the right to schedule the upstairs meeting room at the Complex for use by itself or others at such times and for such other meetings it deems necessary, on the condition that such other meetings shall not unreasonably interfere with Concessionaires use of the meeting room.

1.5 The County also retains the right to enter the Complex and to make any and all repairs and other improvements it deems necessary during the term of this Agreement.

The goals of this Agreement are to provide·

a) quality services for the citizens of Galveston County through baseball and softball practices; leagues and tournament scheduling, promotions; advertising; and concession operations;

b) profitable management of the Complex, and cost-effective fees and pricing, and

c) revenue to the County that may be used for future maintenance and development of Jack Brooks Park This Agreement shall be interpreted so as to further these goals and purposes

Article II
Term

2 1 The Agreement shall be for a primary term of three (3) years beginning on the Commencement Date and terminating at midnight on the expiration of three (3) years from the Commencement Date.

2 2 Concessionaires and County may extend this Agreement for two (2) further periods of one (1) year each by Concessionaires giving the County written notice of Concessionaires' desire to do so at any time within ninety (90) days prior to the expiration of the primary term or first option period, whichever is applicable, but not less than thirty (30) days prior to expiration Each renewal shall be on such terms and conditions as may be agreed by the County and Concessionaires at the time of each renewal But, under no circumstances shall the term of this Agreement, including all extensions thereof exceed a maximum period of five years

Article III
Permits and Approval
Right of Reversion

3.1 This Agreement:

a) is made and accepted subject to the terms, reservations, conditions, restrictions, reversionary rights and easements recited or otherwise set forth in the Quitclaim Deeds found of record in Volume 2331, Pages 344 et seq. and in Volume 2587, Pages 453 et seq. in the Deed Records of the County Clerk of Galveston County, Texas;

b) is made and accepted subject to all easements, rights of way, roadways, encroachments, and prescriptive rights, whether of record or not; all previously recorded restrictions, reservations, covenants, and conditions, if any, any and all oil and gas and other mineral leases, mineral severances and other instruments that affect the property, any discrepancies, conflicts or shortages in area or boundary lines, any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect relating to the hereinabove described property

c) is subject to all necessary Federal, State and/or local permits required for purposes of construction including but not limited to permits of the U S. Army Corps of Engineers, the Texas Parks and Wildlife Department, the County of Galveston and the City of Hitchcock, if any, being secured

Article IV
Ownership of Title to Improvements

4 1 All improvements in place upon and within the Complex, with the exception of those personal property items supplied by Concessionaires, belong to and shall remain the property of the County during the full term of this Agreement and any renewal thereof. Concessionaires will not commit waste upon, remove, or voluntarily or negligently destroy any improvements unless to construct other improvements that will, at all times, meet the requirements specified herein.

Article V
Modifications

5 1 Concessionaires may, from time to time, upon prior written approval being obtained from the County's Authorized Representative, make such permanent changes, alterations and additions to the Complex (such changes, alterations, and additions hereinafter to be called "Modifications") as Concessionaires deem desirable for the purpose of maintaining the Complex as an efficient high-class facility, provided:

a) such Modifications do not diminish the value or utility of the improvements or change the use thereof,

b) all Modifications are designed, engineered, developed and once completed, maintained and operated at no expense to the County,

c) all Modifications meet the requirements specified herein; and

d) all Modifications must complement the intended use of the Complex as a facility for baseball and softball practices, games and tournaments.

5 2 All Modifications made by Concessionaires shall remain the property of the concessionaires during the term of the Agreement. Such Modifications may not be removed from the Complex prior to the end of the term without prior written consent from the County.

5 3 Concessionaires covenant and agree that in the event Concessionaires wish to make Modifications to the improvements, Concessionaires will, at Concessionaires' sole cost, risk and expense and prior to commencement of construction prepare and submit to the County's Authorized Representative preliminary plans and specifications for review and approval for the construction of such Modifications. All of such plans and specifications, including architecture of buildings shall conform to standards of appearance and quality set by the County for improvement of Park properties Any revisions or changes to Concessionaires' plans and specifications submitted by the County to Concessionaires shall be incorporated by Concessionaires into the final plans and specifications for the construction of the Modifications The County agrees that its revisions and changes to Concessionaires' plans and specifications shall not be unreasonably burdensome Approval of the plans and specifications by the County and the Concessionaires shall be evidenced by both parties signing a set of the plans and specifications.

5 4 Upon approval of the plans and specifications, and prior to the commencement of construction of the Modifications, Concessionaires will obtain a building permit, if required, from the appropriate authority or authorities for the construction of the Modifications. In addition, Concessionaires shall require their Contractor to furnish the County (owner) payment and performance bonds in accordance with Chapter 2253 of the Texas Government Code in an amount sufficient to pay the estimated construction costs of such Modifications. Such bonds shall be conditioned that the Concessionaires shall complete the Modifications in accordance with the plans and specifications and that the Concessionaires and Concessionaires' Contractors and Subcontractors shall pay for all labor, materials, tools, supplies and equipment furnished in connection with the construction. The payment and performance bonds shall be approved by the County which approval shall not be unreasonably withheld

5.5 Concessionaires further agree that upon approval of the plans and specifications, and the obtaining of all necessary building permits and payment and performance bonds, Concessionaires will thereafter proceed with reasonable diligence and without unreasonable interruption, to build and construct such Modifications on the Complex in a good and workmanlike manner, substantially in accordance with the plans and specifications and in compliance with the regulations and requirements of all regulatory authorities having jurisdiction. Concessionaires further agree to allow inspection of the progress to be made by the County's representative and that in a case of disagreement with respect to the compliance with approved plans, such disputes will be submitted to the County Engineer, whose decision shall be binding on all points contested Concessionaires further agree to tender to County a copy of the "as-built" plans and specifications upon completion of the construction of the Modifications In addition, Concessionaires agree that all additional utility connections and expense to the Complex necessitated by the Modifications shall be at the Concessionaires' expense

Article VI
Consideration – Operation

6 1 A consideration for use of the Complex, Concessionaires, in addition to the surrender to the County of the Complex at the expiration or termination of this Agreement as herein provided, shall pay to the County an annual fee as follows

YEAR	FEE
One	$xxxxx 00
Two	$xxxxx.00
Three	$xxxxx 00
Four (if extended)	$xxxxx 00
Five (if extended)	$xxxxx 00

6 2 Payments shall be structured on a quarterly basis with payments due as follows

Year	**Payment Amount**	**Due on or Before**
One	1/4th annual fee	June 15
	1/4th annual fee	September 15
	½ annual fee	December 15
Two	/4th annual fee	March 15
	1/4th annual fee	June 15
	1/4th annual fee	September 15
	1/4th annual fee	December 15
Three	1/4th annual fee	March 15
	1/4th annual fee	June 15
	1/4th annual fee	September 15
	1/4th annual fee	December 15
Four (if extended	1/4th annual fee	March 15
	1/4th annual fee	June 15
	1/4th annual fee	September 15
	1/4th annual fee	December 15
Five (if extended	1/4th annual fee	March 15
	1/4th annual fee	June 15
	1/4th annual fee	September 15
	1/4th annual fee	December 15

6 3 Payments shall be by cashier's check or money order made payable to the County of Galveston. Cash payments or personal checks will not be accepted

Article VII
Utilities

7 1 The Complex shall be maintained and operated with expenses divided as follows:

a) County shall be responsible for prompt payment of all water, sewer, electricity and waste disposal expenses

b) Concessionaires shall be responsible for all other utility expenses including telephone.

Article VIII
Taxes

8.1 Concessionaires may be subject to ad valorem taxes upon all improvements purchased or constructed by Concessionaires, as well as all Modifications and personal property owned by Concessionaires and used at or in connection with the Complex

8 2 Concessionaires' interest in this Agreement may also be the basis for an ad valorem tax. Concessionaires covenant to pay such ad valorem taxes as may be lawfully assessed against such personal property as such taxes become due

8 3 Concessionaires also covenant to pay Texas State Sales Taxes and Federal Income Taxes as such taxes become due

8 4 Concessionaires agree to provide to County receipts or other certified documentation that all taxes have been paid within thirty (30) days of the due date of such taxes

ARTICLE IX
Bookkeeping

9 1 Concessionaires shall keep full, complete, and proper books, records, and accounts of all gross receipts, both for cash and on credit, of each separate activity Said books, records, and accounts, including any sales tax reports that may be required by any government or governmental agency, shall at all reasonable times be open to inspection by the County or its authorized representatives or agents.

Article X
Repairs and Maintenance

10 1 County agrees to provide the following services on the following schedule

a) Trash removal, once daily, seven days per week
b) Cleaning restrooms, once daily, seven days per week
c) Grass trimming and edging, once per week
d) Mowing grounds surrounding the Complex, once per week
e) Supply fertilizing, once per year. **Please note: spreading is responsibility of concessionaire**
f) Maintaining exterior of Concession building, as required
g) Maintaining field lighting, as required

10 2 Concessionaires covenant and agree, at Concessionaires' sole cost and expense, to keep the remainder of the Complex in good, safe, and clean condition and to make, at Concessionaires' cost and expense, all repairs and replacements, excepting those listed above as the County's responsibility that may be necessary and required to keep same in good, safe, and sound condition

10 3 Specifically, Concessionaires agree to provide the following, at Concessionaires' cost and expense

a) Striping, lining, continued maintenance and detailing of fields as required
b) Scoreboard maintenance and replacement as required
c) Audio system maintenance and replacement as needed for field public address systems
d) Irrigation of fields along with repair and maintenance as needed
e) Dragging fields
f) Maintaining interior of Concession Building to include compliance with local health regulations
g) Safety netting between the fields and the bleachers
h) Dirt covering over the exposed concrete behind each backstop
i) The initial preparation of the three infield areas to make them ready for use during the first season of play

This list of Concessionaires' responsibilities is by way of example only and shall not be construed to be all inclusive.

10.4 The County, acting through its agents or representatives, shall have the right to enter the Complex or any part thereof, from time to time, regardless of whether Concessionaires are open for business or present, for inspection of same and for repairs, maintenance and correction of any defaults of Concessionaires during the term of this agreement

10 5 The County, acting through its agents or representatives, shall have the right to impose reasonable regulations to ensure proper maintenance care and upkeep of the Complex and surrounding grounds outside of the Complex which need attention due to Concessionaires' operations within the Complex

10 6 The degree of maintenance required of Concessionaires shall be in keeping with other public parks operated by the County If Concessionaires neglect or refuse to do so, the County may, but is not required to, perform such maintenance repairs for the account of Concessionaires and Concessionaires shall promptly reimburse the County for the costs thereof, provided that the County shall first give Concessionaires fifteen (15) days prior written notice of its intention to perform such maintenance or repairs at their own expense Failure on the part of Concessionaires to repair or maintain the Complex or to promptly reimburse the County as herein provided, shall be grounds for termination of this Agreement.

10 7 Concessionaires covenant and agree to comply with all valid laws, ordinances, rules, and regulations now or hereafter made by any governmental authority having jurisdiction on the premises respecting fire, cleanliness, health, and safety

Article XI
Operation

11 1 Concessionaires agree that all areas of the Complex shall be permanently identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature and advertising and that the Concessionaires will be identified solely as concessionaires (licensees) operating in a public park so as to not mislead the public into believing that the area is private.

11.2 Concessionaires also agree that signs shall be posted identifying the facility as being open and, upon payment of a fee, available to the public. Such signs shall also contain such other information as is required by the County

11 3 Concessionaires further agree to make the various facilities and structures on the Complex open and available to the public for public use at all times on a nondiscriminatory basis All fees charged shall be fair and reasonable and nondiscriminatory

11 4 County's Authorized Representative has the right to close Jack Brooks Park to the public for any reason or no reason at any time If the Authorized Representative decides to close the Park, Concessionaires will likewise close the Complex for such period of time as Jack Brooks Park is closed to the public.

11 5 Concessionaires shall comply with applicable State and local laws governing the operation of all portions of the Complex Violation of any Federal, State, County, or City laws, ordinances, and/or regulations may be considered as cause for termination of this Agreement.

11 6 Concessionaires warrant that no liens of any type or kind will be voluntarily or involuntarily placed on the property and that any liens so permitted or suffered will be cleared within ten (10) working days

11 7 Concessionaires shall obtain and pay for all permits or licenses that may be required for operation of all portions of the Complex In addition, Concessionaires shall meet all requirements of the County, City, and State Health Departments with regard to the handling and dispensing of food and non-alcoholic beverages.

11 8 Concessionaires shall not erect any signs on the complex or in the vicinity thereof without obtaining the advance written approval of the County. Outfield fence advertising signage may not include advertising for alcoholic beverages, snuff or tobacco products, political office holders or candidates or any other enterprise that, in the opinion of the Authorized Representative, is inconsistent with the operation of a youth sports complex.

11 9 Concessionaires may enter into advertising relative to the Complex that is consistent with the dignified approach necessitated by the reputation of the Complex.

11 10 Complex operating hours are determined by Concessionaires The initial hours that Concessionaires will be open are set forth in their proposal These hours may change as permitted by the Authorized Representative

11 11 Concessionaires will schedule ball fields for practice by softball and/or baseball organizations, league play by softball and/or baseball organizations, tournaments by softball and/or baseball organizations, and meetings in the Concession Building meeting room.

11 12 Concessionaires may establish reasonable admission fees for events sponsored at the Complex

11 13 Concessionaires will manage and operate the concession stand at the Complex, providing food and non-alcoholic beverage sales and merchandising of other appropriate products.

11 14 Examples of the variety of food and beverages sold at the concession may include but are not limited to such items as hot dogs, nachos, popcorn, ice cream, chips, french fries, peanuts, soft drinks (cola, caffeine free, diet, non-cola, non-carbonated, etc), bottled water, and coffee. <u>No alcoholic beverages will be permitted to be sold</u>.

11 15 Examples of the type of merchandise that may be sold or rented include the following types of items· pennants, baseball caps, T-shirts, souvenir balls and bats, discs for disc golf, commemorative programs, and other suitable sports equipment or memorabilia.

11 16 County, acting through its Authorized Representative, may prohibit Concessionaires from the sale of any food, beverage or item of merchandise it finds objectionable.

11 17 Concessionaires will coordinate and be responsible for advertising and promotions of the Complex.

11 18 Concessionaires shall promptly pay all debts and expenses incurred by it in the operation of the Complex.

11 19 Concessionaires shall keep the Complex and surrounding areas in a clean and sanitary condition at all time Concessionaires shall store all trash in the containers provided for that purpose

11 20 Concessionaires shall not keep any explosive or hazardous waste or materials at the Complex, conduct any offensive occupation thereon, or operate any machinery thereon that may injure the Complex.

11 21 Vendors shall not be permitted or engaged by Concessionaires within the Complex without prior written approval being obtained by Concessionaires from the County's Authorized Representative.

11 22 No vending machines shall be permitted within the Complex without prior written approval being obtained by Concessionaires from the County's Authorized Representative.

11 23 Prices for all food products, merchandise, services and items including routine tournament fees shall be clearly posted

11.24 Concessionaires may set additional special tournament fees for specific events.

11 25 Concessionaires agree that outside lighting and other operations in the Complex will not be operated at such hours or with such brightness or noise intensity as to constitute a nuisance to the occupants of private property in the area

Article XII
Insurance

12 1 Concessionaires covenant and agree that the Concessionaires will, throughout the term of this Agreement, at the Concessionaires' cost and expense, maintain in force and effect a policy or policies of insurance with deductibles of no more than five thousand ($5,000 00) dollars in which the County of Galveston, the Galveston County Commissioners Court, the Galveston County Parks Department, and Concessionaires are named as insureds

12 2 This insurance shall be of the kind commonly known as public liability and property damage insurance, insuring the insureds against liability under any claim by any third parties for personal injuries or property damage arising out of or related to the Concessionaires' operations of the Complex in the amount not less than the minimum amounts set forth in Chapter 101 of the Texas Civil Practice. and Remedies Code, commonly known as the Texas Tort Claims Act, as it currently exists or hereinafter may be amended. Such policy of insurance shall be on the Texas Standard Form and shall be carried in a good and responsible company or companies authorized to do business in the State of Texas

12 3 The insurance coverage shall be in minimum amounts as follows

a) one hundred thousand dollars ($100,000 00) for damages arising out of bodily injury to or death of one person in any one accident,

b) three hundred thousand dollars ($300,000 00) for damages arising out of bodily injury to or death of two or more persons in any one accident; and

c) one hundred thousand dollars ($100,000 00) for any injury to or destruction of property in any one accident.

12 4 Concessionaires shall furnish the County with a certificate evidencing the issuance of such insurance and the payment in advance of the premiums thereon no later than the date of execution of this Agreement by the County At least thirty (30) days prior to the expiration of any such policy or policies or insurance, Concessionaires shall renew the same and furnish the County with evidence of such renewal and the payment of the premium thereon.

12 5 Concessionaires agree, at the Concessionaires' expense, to obtain and maintain during the entire term of this Agreement a policy or policies of Workers' Compensation insurance covering all employees of the Concessionaires used in the operation and management of the Complex.

12 6 Concessionaires covenant and agree, that the Concessionaires will, throughout the term of this Agreement, at the Concessionaires' sole cost and expense, keep Concessionaires' personal property items, and all replacement thereof, and all other contents of the Complex premises insured against loss, damage, and destruction by theft, vandalism, malicious mischief, windstorm, fire and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as "windstorm and hail", and "fire and extended coverage insurance" in an amount not less than one hundred percent (100%) of the full replacement value of said personal property items and all other contents. In the event there is damage or destruction to the personal property items and/or other contents, Concessionaires shall have fifteen (15) days after such damage or destruction occurs to repair or replace same.

12 7 During the construction of any modifications on the Complex premises, Concessionaires will also obtain and keep, or cause to be obtained and kept, such insurance as is required by the County at the time of such construction

12 8 Concessionaires agree to waive any right of recovery against the County for loss or damage to persons or property. Concessionaires further agree that no insurance company or companies with which Concessionaires may maintain any insurance in force and effect with respect to the Complex premises and modifications, the contents thereof~ and any materials to be incorporated in the Complex premises, shall be subrogated to any claim of Concessionaires against the County.

12 9 County is under no obligation to furnish insurance coverage of any kind covering the Complex In addition, in the event of partial or complete destruction of the Complex, County shall have no duty or obligation to make any repairs or to otherwise restore the Complex or any part thereof to the condition it was in prior to such partial or complete destruction.

Article XIII
Assignment of Agreement

13 1 This Agreement shall not be assigned or sold in whole or in part unless and until the County, acting solely through its Commissioners' Court, authorizes such assignment or sale, pursuant to duly authorized written Resolution. Such approval of assignment, if made, will be provided to Concessionaires in writing delivered by the County's Authorized Representative.

ARTICLE XIV
Default by Concessionaires

14 1 If, during the term of this Agreement, Concessionaires shall make default in the prompt and punctual payment of any amount payable by Concessionaires to the County, or shall make default in any other payment provided for herein, or if Concessionaires shall abandon the premises, or shall make default in any other covenant of the Concessionaires contained in this Agreement, including but not limited to failure to perform necessary maintenance and repairs or obtain all required insurance, or to maintain the Complex as a public recreational facility and such default shall continue for fifteen (15) days (ten (10) days in the event of Insurance requirements) after written notice thereof by the County's Authorized Representative to Concessionaires (without being fully remedied within such fifteen (15) or ten (10) day period) or if such default is of a kind or nature which is not capable of being physically remedied within such time and the Concessionaires do not begin and proceed diligently to remedy such default within such fifteen (15) or ten (10) day period and continue without interruption (except that if Concessionaires are delayed by strike, lockout, shortage of material or labor, act of God, riot, failure of carriers to transport materials, or by order, regulation or requisition of any governmental authority, or other causes beyond Concessionaires' control, the time of such delay or interruption shall not be counted against Concessionaires) until the same is completely remedied, the County, acting through its

County Commissioners' Court, shall have the right to declare this Agreement forfeited and the Agreement term hereof ended.

14 2 In the event the County declares this Agreement forfeited and the Agreement term ended, the County shall have the right to re-enter the Complex, with process of law and to remove all persons or chattels there from, as though such date of termination was originally set forth for the expiration hereof, and, except for the payment of all fees which may accrue through the date of such termination, and the performance of each, every and all of the other obligations of the Concessionaires which may accrue to such date, Concessionaires' obligations hereunder and this Agreement shall cease and terminate and Concessionaires shall be under no further obligation to the County hereunder, provided the Concessionaires surrender to the County the complete physical possession of the Complex, including the Improvements thereon and all personal property and effects owned by the Concessionaires relating thereto, on or before such date of termination.

Article XV
Termination

15 1 County or Concessionaires may terminate this Agreement at any time, with or without cause, by giving written notice, sent by certified mail, to the other party no less than ninety (90) days prior to the desired termination date.

15 2 Upon termination of this Agreement, whether by expiration of its initial term or (any renewal thereof) by voluntary cancellation by Concessionaires or County, or by cancellation by the County by reason of default by Concessionaires, the title to all modifications constructed by Concessionaires shall vest in the County

15.3 Upon such termination, Concessionaires shall remove their personal property as well as their non-permanent trade fixtures and all such other modifications as the County shall direct, and shall restore the Complex to the same condition as it was at the commencement thereof, ordinary wear and tear and damage by unavoidable causes excluded.

Article XVI
Employees of Concessionaires

16 1 Concessionaires shall at all times employ only those persons of good moral character, and Concessionaires shall not retain any employee that the County's Authorized Representative considers to be unfit for such employment, or otherwise objectionable All employees of the Concessionaires shall be neatly dressed at all times and shall conduct themselves courteously in their relations with the public. Concessionaires shall observe the rate of pay, benefits, and working conditions that are being generally paid or afforded to persons employed in similar businesses in the County.

ARTICLE XVII
Quality of Service

17 1 All items sold by Concessionaires shall be of first class quality and the service provided by Concessionaires shall be rendered courteously and efficiently The County's Authorized Representative reserves the right to prohibit the sale of any item(s) that it deems objectionable and shall have the right to order the improvement of the quality of either the merchandise or the services rendered Failure of the Concessionaires to abide by the terms of this Article shall be grounds for termination of this Agreement.

ARTICLE XVIII
Indemnification

18.1 Concessionaires shall protect, indemnify, and hold harmless the County of Galveston, Texas, its Commissioners, officers, and employees from and against any and all claims, demands, and causes of action of any nature whatsoever for injury to, or death of persons, or loss or damage to property occurring on the Complex or in any manner growing out of or connected with Concessionaires' use and occupation of the Complex during the term of this Agreement. Concessionaires shall give the County prompt notice of any claim coming to Concessionaires' knowledge that in any way directly or indirectly affects either Concessionaires or the County All parties shall have the right to participate in the defense of such claim to the extent of their interest.

ARTICLE XIX
Fees and Prices

19 1 All fees, charges, and prices for services rendered and foods, beverages, merchandise and other goods sold by Concessionaires shall be approved by the County's Authorized Representative and shall be competitive with similar sources in the Gulf Coast Region. Concessionaires are granted the right, once said fees, charges, and prices are established, to increase same a percentage equal to but not greater than the average annual cost of living index increase for the Houston/Galveston SMSA as established by the U S Department of Labor. Any increase above this must be approved by the County's Authorized Representative.

19 2 Concessionaires are not granted the authority for allowing free food or services except as may be approved by the County's Authorized Representative

19 3 Concessionaires' initial proposed fee structure is attached as EXHIBIT "B"

Article XX
Independent Contractor

20 1 This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and Concessionaires or between the County and any employee or agent of Concessionaires. Concessionaires shall at all times be deemed to be Independent Contractors operating under a concession license. Concessionaires are not authorized to bind the County to any agreements or obligations The County shall not be liable for any acts or omissions of Concessionaires, employees or agents thereof, in performing the duties prescribed herein

Article XXI
Non-Discrimination

21 1 Concessionaires agree that in the use and occupancy of the Complex, no discrimination of any kind shall be practiced by any party that is based upon a person's race, sex, color, religion, ancestry, national origin, disability, age, military status, or sexual orientation, whether in employment or in the provision of goods and services.

Article XXII
Americans With Disabilities Act

22 1 Concessionaires agree to comply with the Americans with Disabilities Act, which requires access to the Complex for handicapped, disabled, or differently abled persons.

Article XXIII
Waiver of Default

23 1 Any waiver of the County of any default or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach, nor as a waiver of permission, express or implied, or any other or subsequent default or breach

ARTICLE XXIV
General Clauses

24 1 **Meaning of Words.** All references to the parties of this Agreement and all covenants, conditions, and agreements of this Agreement shall apply to and be binding upon the County and Concessionaires and their respective legal representatives, successors, and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case fully named and stated. In this Agreement, both County and Concessionaires are referred to in the singular, plural, and/or neuter gender. However, such words and all other terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular or plural) and any other gender (masculine, feminine, or neuter) as the sense of the writing herein may require number and gender.

24 2 **Notice.** Any notice required or permitted between the parties under this agreement must be in writing and shall be delivered in person or mailed, return receipt requested, or may be transmitted by fax as follows

Hon Mark A Henry, County Judge
County Courthouse, 2nd Floor
Galveston, Texas 77550
Fax. (409) 770-5560

with a copy to

Dennis Harris
Director
Galveston County Parks Department
4102 Main (FM 519)
LaMarque, Texas 77568
Fax (409) 934-8140

with a second copy to

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody, 5th Floor
Galveston, TX 77550
Fax (409) 621-7997

Harvey Bazaman
Director
Galveston County Legal Department
722 Moody, 5th Floor
Galveston, TX 77550
Fax. (409) 770-5560

and to Concessionaires at·

Texas Wranglers Baseball
P.O Box 806
Hitchcock, TX 77563

or at such other address as Concessionaires may from time to time designate by written notice to the County

24 3 **Severability.** This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part, or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part, or portion shall be deleted and ignored as if the same had not been written

24 4 **Amendments.** Any and all provisions and clauses in this Agreement may be amended or deleted by the County and Concessionaires only by mutual agreement, and any such change shall be in writing and attached to this Agreement as an addendum.

24 5 **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall lie exclusively in Galveston County.

24 6 **Execution of Agreement.** This Agreement is executed to be effective as of the commencement date

Concessionaires

By: Texas Wranglers Baseball

Date: 12-20-10

Clay Martin
as President of TWBA

County of Galveston

The County of Galveston, acting by and through Mark A Henry, County Judge, pursuant to Order of the Commissioners Court of Galveston County, Texas, adopted on this date of execution hereby acknowledges that the foregoing Agreement has been submitted to it and that the Court has authorized its execution

By: Mark A. Henry

Date: 1/19/11

Mark A. Henry
County Judge

Attest: Dwight D. Sullivan

Dwight Sullivan
County Clerk

AGENDA ITEM #22d

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 12, 2011

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

Re: Various Heavy Equipment for Road & Bridge Department
Bid #B111009 Hot Rubber Crack Sealing Machine
Bid #B111014 Vibratory Soil Compactor/Steel Wheel Roller
Bid #B111018 6-8 Yard Dump Truck
Bid#B111019 Rubber Tire Roller
Bid #B111020 Beach Tractor/Loader – 80 HP
Bid #B111022 Slope Mower

Gentlemen,

On, January 6, 2011, the aforementioned bids were opened for Heavy Equipment for the Road & Bridge Department

After review of the submittals by the Road Administrator and myself, it is recommended that consideration for award be given to the lowest, most responsible companies listed below

Bid#	Description	Awarded Vendor	Total
B111009	Hot Rubber Crack Sealing Machine	Tacot, Inc , dba Sealmaster (Houston, TX)	$ 48,206 00
B111014	Vibratory Soil Compactor/Steel Wheel Roller	Hi-Way Equipment, LLC (Houston, TX)	$ 80,191 00
B111018	6-8 Yard Dump Truck (2 trucks)	Chastang Ford (Houston, TX)	$127,996 00
B111019	Rubber Tire Roller	Mustang Machinery Company (Houston, TX)	$ 65,000 00
B111020	Beach Tractor/Loader-80HP	Hi-Way Equipment, LLC (Houston, TX)	$ 68,750.00
B111022	Slope Mower	Brookside Equipment Sales (League City, TX)	$ 82,882 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: January 6, 2011

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B111014 – Vibratory Soil Compactor/Steel Wheel Roller**

I recommend awarding the above bid to the low bidder, Hi-Way Equipment, LLC, for the bid unit price of $80,191.00. Our approved budget amount for this unit was $129,000 and the budget account is 2301312120-5746010.

Thank you for your assistance in obtaining this bid

LH/djs

cc: Charles Langford

BID RESPONSE TABULATION
VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER
GALVESTON COUNTY, TEXAS

BID #: B111014
OPEN: 01/06/2011
10:00

Item	Product Cod	Description	Quantity	Units	Vendor. 055012 R B EVERETT & CO		Vendor 710193 HI-WAY EQUIPMENT COMPAN'		Vendor 710899 MUSTANG MACHINERY COMP/	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99836	VIBRATORY SOIL COMPACTOR/STEEL WHEE ROLLER	1 00	EA	124,107 00	124,107 00	80,191 00	80,191 00	114,000 00	114,000 00
				Total of all Items		**124,107.00**		**80,191.00**		**114,000.00**

BID #: B111014
OPEN: 01/06/2011
10:00

BID SHEET

VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 80,191.00

OPTIONS TO RENEV No Extensions/Non-Applicable

Daniel J Clark
WITNESS

HI-WAY EQUIPMENT, LLC
COMPANY NAME

1/5/2011
DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

FRANK PRIDDY
PRINTED NAME

SALES REPRESENTATIVE
TITLE

6203 LONG DR.
CORRESPONDENCE ADDRESS

P.O BOX 849732
REMIT ADDRESS

HOUSTON, TX 77087
CITY, STATE ZIP CODE

DALLAS, TX 75284-9732
CITY, STATE ZIP CODE

26 0508814
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

713/649-0040
TELEPHONE NUMBER

713/649-5571
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BID #. B111014
OPEN: 01/06/2011
10:00

VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER

GALVESTON COUNTY, TEXAS

VENDOR ID 710193 HI-WAY EQUIPMENT COMPANY LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER	1	EA	HAMM 3410	$ 80,191.00	$ 80,191.00
					Extended Price Total of all Item		$ 80,191.00

BID #: B111014
OPEN: 01/06/2011
10:00

BID SHEET

VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 114,000

OPTIONS TO RENEV No Extensions/Non-Applicable

WITNESS

DATE 1/5/11

MUSTANG CAT
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

MATT MIGNEREY
PRINTED NAME

SALES REP
TITLE

12800 NORTHWEST FWY
CORRESPONDENCE ADDRESS

HOUSTON, TX 77040
CITY, STATE ZIP CODE

20-0421611
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

12800 NORTHWEST FWY
REMIT ADDRESS

HOUSTON, TX 77040
CITY, STATE ZIP CODE

(713) 818-5507
TELEPHONE NUMBER

(409) 938-7475
FAX NUMBER

ADDENDUM'S RECEIVED #1____#2____#3____

LINE ITEM DETAIL

VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER

GALVESTON COUNTY, TEXAS

BID #: B111014
OPEN: 01/06/2011
10:00

VENDOR ID 404669 MUSTANG TRACTOR & EQUIPMENT CO

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER	1	EA		$ 114,000	$ 114,000
					Extended Price Total of all Iten		$ 114,000

BID #: B111014
OPEN: 01/06/2011
10:00

BID SHEET

VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following.

LINE ITEM TOTAL $ 124,107.00

OPTIONS TO RENEV No Extensions/Non-Applicable

Rita Webb
WITNESS Rita Webb, Corp. Secretary

1/5/11
DATE

R. B. EVERETT & COMPANY
COMPANY NAME

Dean Henderson
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DEAN HENDERSON
PRINTED NAME

VICE PRESIDENT
TITLE

P. O. BOX 7300
CORRESPONDENCE ADDRESS

PASADENA, TEXAS 77508
CITY, STATE ZIP CODE

74-0615140
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P. O. BOX 7300
REMIT ADDRESS

PASADENA, TEXAS 77508
CITY, STATE ZIP CODE

281-991-8161
TELEPHONE NUMBER

281-991-5967
FAX NUMBER

ADDENDUM'S RECEIVED #1____ #2____ #3____

LINE ITEM DETAIL

BID #: B111014
OPEN: 01/06/2011
10:00

VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER

GALVESTON COUNTY, TEXAS

VENDOR ID 055012 R B EVERETT & CO

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	VIBRATORY SOIL COMPACTOR/STEEL WHEEL ROLLER	1	EA	CA362D	$124,107.00	$ 124,107.00

Extended Price Total of all Iten $ 124,107.00

AGENDA ITEM #22e

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 11, 2011

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

Re Bid #B111023, Dolphin Park Promenade Reconstruction

Gentlemen,

On December 23, 2010 bids were opened for Bid #B111023, Dolphin Park Promenade Reconstruction, at which time five (5) bids were received. The lowest responsible bid was received from Ashley Inc , dba Stratus Contracting Services in the amount of $76,927 00.

The County Engineer and I recommend that you award this bid to Ashley Inc , dba Stratus Contracting Services

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

McCullough, Darla

From: Fitzgerald, Mike
Sent: Tuesday, January 11, 2011 2 30 PM
To: Crowder, Rufus, Nicholson, Connie
Cc: Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Ken Clark (clarkken@juno com), Clark, Ken, Mabry, Celia-Frances, Grady, Patricia, Lewis, Roxann, Lopez, Renelle, Gilliam, Cindy, Robertson, Elizabeth, Harris, Dennis, McCullough, Darla
Subject: FW Dolphin Park Bid Tabulation
Attachments: Bid Tab pdf

Rufus, attached is the bid tabulation for the hurricane Ike Dolphin Park repair on the Galveston Seawall It is my recommendation that the project be awarded to the low responsible bidder,Ashley Inc dba Stratus Contracting services per their base bid in the amount of $76,927 00 The alternate bid item will be done by the city's seawall park contractor We have not done a project with Stratus before but their references and experience record indicate they have done satisfactory work for other entities and can perform the work on this project

From: Mike Mazzola [mailto:mmazzola@cobbfendley.com]
Sent: Monday, January 03, 2011 1:52 PM
To: Fitzgerald, Mike
Cc: Brad Matlock
Subject: Dolphin Park Bid Tab

Dear Mr Fitzgerald,

Attached is the copy of the completed bid tab with all contractors included Listed below are the discrepancies found within the bids

Bid No. 1 – An addition error was found The bidder's total was stated as $85,640 35 while the actual dollar amount was found to be $82,640 35, a difference of $3,000

Bid No. 2 – In the section labeled "Unit Price in Words" located in the individual bid, the bidder wrote in the total price for the line item instead of correctly writing in the unit price as required The written unit price took precedence over the numerical value and increased the total line item price significantly This error occurred in Item No 's 6, 7, 8, 11, and 12 The total bidder's price with base and alternate items was shown as $89,329 00 but actually was totaled to be $6,200,724 00

Bid No. 3 – In the section labeled "Unit Price in Words" located in the individual bid, the bidder wrote in the total price for the line item instead of correctly writing in the unit price as required The written unit price took precedence over the numerical value and increased the total line item price significantly This error occurred in Item No. 6. The total bidder's price with base and alternate items was shown as $123,821 00, but actually was totaled to be $3,027,821 00

Bid No. 4 – A slight 10 cent addition error was found The bidder's total was stated as $134,785 48 while the actual dollar amount was found to be $134,785 58, a difference of 10 cents

Bid No. 5 – No errors were found

Please feel free to contact Brad or me with any questions or comments regarding the errors found

Michael Mazzola
mmazzola@cobbfendley.com

Cobb, Fendley & Associates, Inc.

Client Galveston County
Project Name Dolphin Park Promenade Reconstructio
Bid Date December 23 2010

Item No	Item Description	Unit	Quantity	Bidder No 1 Ashley Inc dba Stratus Contracting Services Unit Price	Extended Price	Bidder No 2 Gautier Remodeling & Restoration Co Inc Unit Price	Extended Price	Bidder No 3 Charnock & Company Inc 5700 Unit Price	Extended Price	Bidder No 4 Cox Commercial Construction LLC Unit Price	Extended Price	Bidder No 5 Jerdon Enterprise L P Unit Price	Extended Price
	BASE BID ITEMS												
1	MOBILIZATION (5% Max)	LS	1	$ 3 800 00	$ 3 800 00	$ 1 500 00	$ 1 500 00	$ 5 700 00	$ 5 700 00	$ 5 562 00	$ 5 562 00	$ 6 000 00	$ 6 000 00
2	DEMOLITION AND HAUL OFF EXISTING STRUCTURE COMPLETE IN PLACE	LS	1	$ 8 166 00	$ 8 166 00	$ 5 923 00	$ 5 923 00	$ 1 825 00	$ 1 825 00	$ 11 152 00	$ 11 152 00	$ 3 000 00	$ 3 000 00
3	BARRICADES SIGNS & PEDISTRIAN & VEHICULAR TRAFFIC HANDLING	LS	1	$ 2 637 00	$ 2 637 00	$ 6 028 00	$ 6 028 00	$ 5 900 00	$ 5 900 00	$ 3 240 00	$ 3 240 00	$ 3 500 00	$ 3 500 00
4	REMOVE DOLPHIN STATUE AND PLAQUE STORE FOR DURATION OF PROJECT AND RESET STATUE & PLAQUE ON FINISHED BASE WITH ANCHORING AS PER PLANS AND SPECIFICATIONS COMPLETE IN PLACE	LS	1	$ 3 972 00	$ 3 972 00	$ 1 500 00	$ 1 500 00	$ 10 500 00	$ 10 500 00	$ 5 940 00	$ 5 940 00	$ 3 500 00	$ 3 500 00
5	EXCAVATE AND/OR REMOVE EXISTING SEAWALL ROCK 1 5-FT BELOW TOP OF SEAWALL AND PREPARE A UNIFORM ROCK BASE (CONTRACTOR TO PLACE EXCAVATED NATURAL STONE IN FRONT OF FINISHED WALL ALL BRICK AND RUBBLE SHALL BE REMOVED FROM THE PROJECT SITE) COMPLETE	LS	1	$ 10 685 00	$ 10 685 00	$ 4 200 00	$ 4 200 00	$ 9 800 00	$ 9 800 00	$ 13 392 00	$ 13 392 00	$ 30 000 00	$ 30 000 00
6	1 -0 REINFORCED CONCRETE SLAB COMPLETE IN PLACE (CONTRACTOR SHALL PROVIDE A MINIMUM OF 1 FT CONCRETE BASE LOCKED INTO EXISTING RIP RAP ROCK BASE)	CY	121	$ 123 00	$ 14 883 00	$ 29 803.00	$ 3,606,163.00	$ 24,200.00	$ 2,928,200 00	$ 182 00	$ 22 022 00	$ 150 00	$ 18 150 00
7	2 REINFORCED CMU WALL WITH GRANITE VENEER AND LIMESTONE FACADE (PLAN QUANTITY) COMPLETE IN PLACE	LF	75	$ 166 00	$ 12 450 00	$ 19 477 00	$ 1,460 775.00	$ 367 00	$ 27 525 00	$ 233 00	$ 17 475 00	$ 400 00	$ 30 000 00
8	15-INCH REINFORCED CONCRETE STEP COMPLETE IN PLACE	SY	52	$ 179 00	$ 9 308 00	$ 6 063.00	$ 315,276 00	$ 163 00	$ 8 476 00	$ 353 00	$ 18 356 00	$ 200 00	$ 10 400 00
9	CONSTRUCT 2 TIERED STATUE BASE WITH LIMESTONE FACADE COMPLETE IN PLACE	LS	1	$ 6 299 00	$ 6 299 00	$ 4 148 00	$ 4 148 00	$ 13 000 00	$ 13 000 00	$ 12 421 00	$ 12 421 00	$ 8 500 00	$ 8 500 00
10	PLACE RIP RAP MATERILA AGAINST MONUMENT BASE AS SHOWN ON PLANS COMPLETE IN PLACE	LS	1	$ 4 727 00	$ 4 727 00	$ 4 148 00	$ 4 148 00	$ 8 000 00	$ 8 000 00	$ 19 440 00	$ 19 440 00	$ 22 075 00	$ 22 075 00
	TOTAL BASE BID PRICE				**$ 76,927 00**		**$ 5 409 661 00**		**$ 3 018 926 00**		**$ 129 000 00**		**$ 135 125 00**
	ALTERNATE BID												
11	SAW-CUT CONTROL JOINTS INTO 6-INCH REINFORCED CONCRETE SIDEWALK	LF	157	$ 3 75	$ 588 75	$ 650.00	$ 102,050.00	$ 3 00	$ 471 00	$ 5 00	$ 785 00	$ 2 00	$ 314 00
12	6 INCH REINFORCED CONCRETE SIDEWALK COMPLETE IN PLACE	SY	117	$ 43 80	$ 5 124 60	$ 5,889 00	$ 689 013.00	$ 72 00	$ 8 424 00	$ 42 74	$ 5 000 58	$ 50 00	$ 5 850 00
	TOTAL ALTERNATE BID PRICE				$ 5 713 35		$ 791 063 00		$ 8 895 00		**$ 5 785.58**		$ 6 164 00
	TOTAL PRICE - BASE & ALTERNATE BID				**$ 82 640 35**		**$ 6,200 724 00**		**$ 3 027 821 00**		**$ 134,785 58**		**$ 141 289 00**
	Bidder's Total				$ 85 640 35		$ 89 329 00		$ 123 821 00		$ 134 785 48		
					Addition Error		Based on Unit Price in Words		Based on Unit Price in Words		Addition Error		

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5557

Transmittal

To: **Patricia Grady**

From: Mike Fitzgerald

Date: February 2, 2011

Re: Dolphin Park Promenade Reconstruction

Cc: Dwight Sullivan

On January 19, 2011 the Commissioners' Court (agenda item no. 22e) awarded the above referenced project.

Please have the Judge sign date all 6 contracts in the place indicated. Please let me know when they are ready and we will pick them up and deliver them to the County Clerk

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

DOLPHIN PARK PROMENADE RECONSTRUCTION

CobbFendley

ADDENDUM NO 2
DATED DECEMBER 15, 2010

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS
FOR THE DOLPHIN PARK PROMENADE RECONSTRUCTION PROJECT

GALVESTON COUNTY BID NO B111023

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

Bid Proposal – Remove the bid proposal included with the Contract Documents and Addendum No 1 and replace with the attached revised bid proposal The changes to the proposal are

1) Item No 7, "Saw-Cut Existing 6-Inch Sidewalk, Control Joints, Complete" was removed from the Base Bid Section
2) Alternate Bid Item No 11, "Saw-Cut Control Joints into 6-Inch Reinforced Concrete Sidewalk, Complete", was added to the Bid Proposal

CLARIFICATIONS

This section is intended to clarify or provide additional information and does not supersede the Contract Documents, Technical Specifications, and Construction Plans

1) In reference to Alternate Item No 11, "Saw-Cut Control Joints into 6-Inch Reinforced Concrete Sidewalk, Complete", the item is for saw cutting control joints into the proposed 6-Inch Reinforced Concrete Sidewalk, not saw cutting the existing sidewalk

Direct any questions concerning this Addendum to Cobb, Fendley, and Associates to either Mr Brad Matlock at (281) 334-2935

END OF ADDENDUM NO 1

APPROVED FOR ISSUE _____
By Cobb, Fendley, and Associates, Inc

STATE OF TEXAS
BRAD S. MATLOCK
102246
LICENSED
PROFESSIONAL ENGINEER

END OF DOCUMENT

3027 Marina Bay Drive, Suite 105 | League City, Texas 77573 | 281 334 2935 | fax 281 334 2937 | www cobbfendley com

BID NUMBER B111023

BID PROPOSAL

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

Dolphin Park Promenade Reconstruction

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

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

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

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

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

BIDDER _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

ADDRESS _____

CITY, STATE _____

ZIP _____

TELEPHONE _____

FAX NO _____

DATE _____

TAX I D No _____

DOLPHIN PARK PROMENADE RECONSTRUCTION

BASE BID

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	104,496	DEMOLITION AND HAUL OFF EXISTING STRUCTURE, COMPLETE IN PLACE	LS	1	DOLLARS AND _____ CENTS		
3	502	BARRICADES, SIGNS, & PEDESTRIAN & VEHICULAR TRAFFIC HANDLING	LS	1	DOLLARS AND _____ CENTS		
4		REMOVE DOLPHIN STATUE AND PLAQUE, STORE FOR DURATION OF PROJECT AND RESET STATUE & PLAQUE ON FINISHED BASE WITH ANCHORING AS PER PLANS AND SPECIFICATIONS, COMPLETE IN PLACE	LS	1	DOLLARS AND _____ CENTS		
5	110	EXCAVATE AND/OR REMOVE EXISTING SEAWALL ROCK 1 5-FT BELOW TOP OF SEAWALL AND PREPARE A UNIFORM ROCK BASE, (CONTRACTOR TO PLACE EXCAVATED NATURAL STONE IN FRONT OF FINISHED LOW STONE WALL, ALL BRICK AND RUBBLE SHALL BE REMOVED FROM THE PROJECT SITE) COMPLETE	LS	1	DOLLARS AND _____ CENTS		
6	360,440	1'-0" REINFORCED CONCRETE SLAB, COMPLETE IN PLACE (CONTRACTOR SHALL PROVIDE A MINIMUM OF 1' FT CONCRETE BASE LOCKED INTO EXISTING RIP RAP ROCK BASE)	CY	121	DOLLARS AND _____ CENTS		

DOLPHIN PARK PROMENADE RECONSTRUCTION

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
7	4435 (GC) 4200 (GC)	2-FT REINFORCED CMU WALL, WITH GRANITE VENEER, AND LIMESTONE FAÇADE, (PLAN QUANTITY) COMPLETE IN PLACE	LF	75	_____ DOLLARS AND _____ CENTS		
8	360,440	15-INCH REINFORCED CONCRETE STEP, COMPLETE IN PLACE	SY	52	_____ DOLLARS AND _____ CENTS		
9	360,440 4435 (GC)	CONSTRUCT 2-TIERED STATUE BASE, WITH LIMESTONE FAÇADE, COMPLETE IN PLACE	LS	1	_____ DOLLARS AND _____ CENTS		
10	432	PLACE RIP RAP MATERIAL AGAINST MONUMENT BASE AS SHOWN ON PLANS, COMPLETE IN PLACE	LS	1	_____ DOLLARS AND _____ CENTS		
TOTAL BASE BID							

DOLPHIN PARK PROMENADE RECONSTRUCTION

ALTERNATE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
11	360	SAW-CUT CONTROL JOINTS INTO 6-INCH REINFORCED CONCRETE SIDEWALK, COMPLETE	LF	157	_____ DOLLARS AND_____CENTS		
12	360,440	6-INCH REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE	SY	117	_____ DOLLARS AND_____CENTS		
TOTAL ALTERNATE BID							

DOLPHIN PARK PROMENADE RECONSTRUCTION
BID SUMMARY

TOTAL – BASE BID	_____
TOTAL – ALTERNATE BID	_____
TOTAL – BASE & ALTERNATE BID	_____

This Proposal consists of a Base Bid and an Alternate Bid for 6-Inch Reinforced Sidewalk For a bid to be considered responsive all sections must be completed Any combination of Base Bid and Alternate Bid may be awarded, however in no case will the Alternate Bid only be awarded The award of the contract will be based on the bid to be in the best interest of Galveston County

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

State of Texas Tax Statement of Materials and other charges

The cost of in-place materials to be

incorporated into the project $_____

The cost of labor, profit, materials

not in-place and all other charges $_____

TOTAL (Must agree with bid) $_____

CobbFendley

ADDENDUM NO. 1
DATED DECEMBER 8, 2010

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS
FOR THE DOLPHIN PARK PROMENADE RECONSTRUCTION PROJECT

GALVESTON COUNTY BID NO B111023

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.

Bid Proposal – Remove the bid proposal included with the Contract Documents and replace with the attached revised bid proposal. The changes to the proposal are.

1) Item No. 7, "6-Inch Reinforced Concrete Sidewalk, Complete in Place" was removed from the Base Bid Section.
2) Alternate Bid Item No. 12, "6-Inch Reinforced Concrete Sidewalk, Complete in Place", was added to the Bid Proposal

CLARIFICATIONS

This section is intended to clarify or provide additional information and does not supersede the Contract Documents, Technical Specifications, and Construction Plans.

1) In reference to Alternate Item No 12, "6-Inch Reinforced Concrete Sidewalk, Complete in Place", the item was removed from the Base Bid and added as an Alternate Bid Item.
2) In reference to Bid Item No. 11, "Place Rip Rap Material Against Monument Base As Shown On Plans, Complete In Place," rip rap material should be Type F Natural Stone as shown in TxDOT Specification 432 2.C. Broken concrete rubble will not be permitted for use, only natural stone.

Direct any questions concerning this Addendum to Cobb, Fendley, and Associates to either Mr. Brad Matlock at (281) 335-2935

END OF ADDENDUM NO 1

APPROVED FOR ISSUE: _____
By Cobb, Fendley, and Associates, Inc

STATE OF TEXAS
BRAD S. MATLOCK
102246
LICENSED
PROFESSIONAL ENGINEER

END OF DOCUMENT

3027 Marina Bay Drive, Suite 105 | League City, Texas 77573 | 281.334 2935 | fax 281 334 2937 | www cobbfendley com

BID NUMBER B111023

BID PROPOSAL

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

Dolphin Park Promenade Reconstruction

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

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

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

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

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

BIDDER _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

ADDRESS _____

CITY, STATE _____

ZIP _____

TELEPHONE _____

FAX NO _____

DATE _____

TAX I D. No _____

DOLPHIN PARK PROMENADE RECONSTRUCTION

BASE BID

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	104,496	DEMOLITION AND HAUL OFF EXISTING STRUCTURE, COMPLETE IN PLACE	LS	1	_____ DOLLARS AND _____ CENTS		
3	502	BARRICADES, SIGNS, & PEDESTRIAN & VEHICULAR TRAFFIC HANDLING	LS	1	_____ DOLLARS AND _____ CENTS		
4		REMOVE DOLPHIN STATUE AND PLAQUE, STORE FOR DURATION OF PROJECT AND RESET STATUE & PLAQUE ON FINISHED BASE WITH ANCHORING AS PER PLANS AND SPECIFICATIONS, COMPLETE IN PLACE	LS	1	_____ DOLLARS AND _____ CENTS		
5	110	EXCAVATE AND/OR REMOVE EXISTING SEAWALL ROCK 1.5-FT BELOW TOP OF SEAWALL AND PREPARE A UNIFORM ROCK BASE, (CONTRACTOR TO PLACE EXCAVATED NATURAL STONE IN FRONT OF FINISHED LOW STONE WALL, ALL BRICK AND RUBBLE SHALL BE REMOVED FROM THE PROJECT SITE) COMPLETE	LS	1	_____ DOLLARS AND _____ CENTS		
6	360,440	1'-0" REINFORCED CONCRETE SLAB, COMPLETE IN PLACE (CONTRACTOR SHALL PROVIDE A MINIMUM OF 1' FT CONCRETE BASE LOCKED INTO EXISTING RIP RAP ROCK BASE)	CY	121	_____ DOLLARS AND _____ CENTS		

DOLPHIN PARK PROMENADE RECONSTRUCTION

BASE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
7	360	SAW-CUT EXISTING 6-INCH SIDEWALK, CONTROL JOINTS, COMPLETE	LF	157	_____ DOLLARS AND _____ CENTS		
8	4435 (GC) 4200 (GC)	2-FT REINFORCED CMU WALL, WITH GRANITE VENEER, AND LIMESTONE FAÇADE, (PLAN QUANTITY) COMPLETE IN PLACE	LF	75	_____ DOLLARS AND _____ CENTS		
9	360,440	15-INCH REINFORCED CONCRETE STEP, COMPLETE IN PLACE	SY	52	_____ DOLLARS AND _____ CENTS		
10	360,440 4435 (GC)	CONSTRUCT 2-TIERED STATUE BASE, WITH LIMESTONE FAÇADE, COMPLETE IN PLACE	LS	1	_____ DOLLARS AND _____ CENTS		
11	432	PLACE RIP RAP MATERIAL AGAINST MONUMENT BASE AS SHOWN ON PLANS, COMPLETE IN PLACE	LS	1	_____ DOLLARS AND _____ CENTS		
TOTAL BASE BID							

DOLPHIN PARK PROMENADE RECONSTRUCTION

ALTERNATE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
12	360,440	6-INCH REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE	SY	117	DOLLARS AND _____ CENTS		
TOTAL ALTERNATE BID							

DOLPHIN PARK PROMENADE RECONSTRUCTION
BID SUMMARY

TOTAL – BASE BID	_____
TOTAL – ALTERNATE BID	_____
TOTAL – BASE & ALTERNATE BID	_____

This Proposal consists of a Base Bid and an Alternate Bid for 6-Inch Reinforced Sidewalk. For a bid to be considered responsive all sections must be completed. Any combination of Base Bid and Alternate Bid may be awarded, however in no case will the Alternate Bid only be awarded. The award of the contract will be based on the bid to be in the best interest of Galveston County.

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

State of Texas Tax Statement of Materials and other charges

The cost of in-place materials to be

incorporated into the project $_____

The cost of labor, profit, materials

not in-place and all other charges $_____

TOTAL: (Must agree with bid) $_____

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

DOLPHIN PARK PROMENADE RECONSTRUCTION

STATE OF TEXAS
BRAD S MATLOCK
102246
LICENSED
PROFESSIONAL ENGINEER

Brad Matlock, P.E
Cobb, Fendley & Associates, Inc
Firm No 274

CONTENTS

SECTION	I	Invitation to Bid General Provisions Vendor Qualification Packet Instructions to Bidders
SECTION	II	Bid Proposal Contract Award
SECTION	III	Special Terms and Conditions Wage Rates & AIA Forms
SECTION	IV	General Terms and Conditions
SECTION	V	Specifications
SECTION	VI	Plans

SECTION I

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instructions to Bidders

BID #. B111023
OPEN: 12/23/2010
2·00 PM

INVITATION TO BID
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

BID #B111023

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for
Bid #B111023, Dolphin Park Promenade Reconstruction

Sealed bids in **sets of five (5), (one (1) original and four (4) copies)** will be received in the office of the County Purchasing Agent, until **2:00** on **12/23/2010** 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 **12/23/2010 at 2:00 PM** in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope
Bid #B111023, Dolphin Park Promenade Reconstruction

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 Northwest Freeway, Suite 1100, Houston, Texas 77040, (713) 462-3242

A $50 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

BID#: B111023
OPEN: 12/23/2010
TIME: 2:00 PM

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of five (5), one (1) original and four (4) copies****, on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co galveston.tx.us

An authorized person from the submitting firm must sign all bids This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a bid If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

5. **REJECTION OF BIDS**
The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**
It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. **SUBSTITUTES**
It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

8. **EXCEPTIONS TO BID**
No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions Otherwise, Bidders must adhere to the specifications when completing their submittals

9. **PRICING**
Bids will be either lump sum or unit prices as shown on the bid sheet The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your bid

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10. **PROCUREMENT CARD PROGRAM**
The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. **TAX EXEMPTION**
Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151 309 – 151 311, of the Texas Tax Code The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements Certificates may be issued upon request

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

A Failure to use the bid form(s) furnished by the County, if applicable
B Lack of signature by an authorized representative that can legally bind the company on the bid form
C Failure to properly complete the bid
D Bids that do not meet the mandatory requirements
E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids Such revisions and amendments, if any, shall be announced by amendments to the solicitation Copies of such amendments shall be furnished to all prospective contractors Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court No price or staffing information will be released Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received Violations of this provision may result in the rejection of a bid

27. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent The decision of the Court will be final. The Court need not consider protests unless this procedure is followed

28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. BID BOND

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston The certified check or bid bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

32. PERFORMANCE AND PAYMENT BOND(S)

V T C A , Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), to be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas A surety licensed to do business in the state of Texas must execute the bond

Bidders should familiarize themselves with the entire provisions of V T C A , Chapter 2253 and the penalties provided for its violation before submitting their bid

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations·

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston tx us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http·//www ethics state tx us/whatsnew/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
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It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

34. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set fourth in this contract has no force or effect Any subsequent modification to this contract must be in writing, signed by both parties

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

35. NON-COLLUSIONAFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

36. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

37. OPEN RECORDS
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

GENERAL PROVISIONS
DOLPHIN PARK PROMENADE RECONSTRUCTION
GALVESTON COUNTY, TEXAS

Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

38. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon James Yarbrough, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev 1 2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following attached forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 ***office***
(409) 621-7987 ***fax***

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service Please check the IRS website at http.//www irs.gov/pub/irs-pdf/fw9 pdf for the latest revision of this form)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00),
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00)

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262 011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371.**

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations·

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www co.galveston.tx us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http·//www ethics state tx us/whatsnew/conflict forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

COUNTY of GALVESTON

Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

1.

Business Name:	Ashley Inc dba Stratus Contracting Services
Attention Line:	Mike Stagner

2.

Physical Address:	2002 Rankin Road		
City: Houston		**State:** TX	**Zip+4:** 77073

3.

Billing / Remit Address:	Same as above		
City:		**State:**	**Zip+4**

4.

Main Contact Person:	Mike Stagner
Main Phone Number:	281-821-9059
Fax Number:	281-821-9056
E-mail Address:	mstagner@stratuscs.com

Areas below are for County use only.

Requested By:	**Phone / Ext. #**
Department:	**Date:**

Action Requested - Check One:	**IFAS PEID Vendor Number:**	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
Ashley Inc., dba Stratus Contracting Services

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2002 Rankin Rd.

Requester's name and address (optional)

City, state, and ZIP code
Houston, TX 77073

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ ☐☐ ☐☐☐☐

or

Employer identification number
76 ☐ 0474203

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12-23-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U S grantor or other owner of a grantor trust and not the trust, and

• The U S trust (other than a grantor trust) and not the beneficiaries of the trust

Foreign person. If you are a foreign person, do not use Form W-9 Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U S tax on certain types of income However, most tax treaties contain a provision known as a "saving clause " Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U S resident alien for tax purposes

If you are a U S resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U S tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items

1 The treaty country Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien

2 The treaty article addressing the income

3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions

4 The type and amount of income that qualifies for the exemption from tax

5 Sufficient facts to justify the exemption from tax under the terms of the treaty article

Example. Article 20 of the U S -China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States Under U S law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years However, paragraph 2 of the first Protocol to the U S -China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments This is called "backup withholding " Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators Real estate transactions are not subject to backup withholding

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if:

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding See the instructions below and the separate instructions for the Requester of Form W-9

Also see *Special rules for partnerships* on page 1

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301 7701-3, enter the owner's name on the "Name" line Enter the LLC's name on the "Business name" line

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc)

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form

Generally, individuals (including sole proprietors) are not exempt from backup withholding Corporations are exempt from backup withholding for certain payments, such as interest and dividends

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding

The following payees are exempt from backup withholding

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities

Other payees that may be exempt from backup withholding include

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947

The chart below shows types of payments that may be exempt from backup withholding The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13 Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1]See Form 1099-MISC, Miscellaneous Income, and its instructions

[2]However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding. medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN However, the IRS prefers that you use your SSN

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one) Do not enter the disregarded entity's EIN If the LLC is classified as a corporation or partnership, enter the entity's EIN

Note. See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN. *If you do not have a TIN, apply for one* immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www ssa gov* You may also get this form by calling 1-800-772-1213 Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business You can get Forms W-7 and SS-4 from the IRS by visiting *www irs gov* or by calling 1-800-TAX-FORM (1-800-829-3676)

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments The 60-day rule does not apply to other types of payments You will be subject to backup withholding on all such payments until you provide your TIN to the requester

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8*

Part II. Certification

To establish to the withholding agent that you are a U.S person, or resident alien, sign Form W-9 You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) Exempt payees, see *Exempt Payee* on page 2

Signature requirements. Complete the certification as indicated in 1 through 5 below

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form

3. Real estate transactions. You must sign the certification You may cross out item 2 of the certification

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of**
6 Disregarded entity not owned by an individual	The owner
7 A valid trust, estate, or pension trust	Legal entity [4]
8 Corporate or LLC electing corporate status on Form 8832	The corporation
9 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10 Partnership or multi-member LLC	The partnership
11 A broker or registered nominee	The broker or nominee
12 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person s number must be furnished

[2] Circle the minor's name and furnish the minor's SSN

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title) Also see *Special rules for partnerships* on page 1

Note If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft

The IRS does not initiate contacts with taxpayers via emails Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484 You can forward suspicious emails to the Federal Trade Commission at *spam@uce gov* or contact them at *www consumer gov/idtheft* or 1-877-IDTHEFT(438-4338)

Visit the IRS website at *www irs gov* to learn more about identity theft and how to reduce your risk

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U S possessions to carry out their tax laws We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism

You must provide your TIN whether or not you are required to file a tax return Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer Certain penalties may also apply

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed *See* Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity**

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

Kevin Murphy

Signature of person doing business with the governmental entity

1/26/11

Date

Adopted 06/29/2007

INSTRUCTIONS TO BIDDERS

1. **BID PACKAGE**

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids

2. **REVIEW**

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contact the successful bidder will execute with the County.

3 **PRE-BID MODIFICATIONS**

Any modification to any portion of this bid packet will be in writing in the form of addenda All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received.

4 **BID FORMS**

All bids must be submitted on forms furnished by County.

5. **TIME FOR RECEIVING BIDS**

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the

envelope for the sole purpose of identifying the Bid Number for which the submission was made The envelope will then be resealed No liability will attach to a County officer or employee for the premature opening of a bid

6 **TERM**

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award"

7 **AWARD OF BID**

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

8. **SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued.

9. **REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to· (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any Bidder determined to be not responsible

10 **BID BOND**

Each Bidder will be required to furnish with his bid a Cashier's or Certified Check from any bank in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston The certified check or Bid Bond will be returned to the unsuccessful Bidder(s) and to the successful Bidder on the completion of execution of all contract documents and the furnishing of any necessary payment and

performance bonds and insurance certificates

The bid bond or check will be forfeited to the County as liquidated damages should the successful Bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

11. **PERFORMANCE AND PAYMENT BOND**

V T C A , Government Code Chapter 2253, requires a Performance Bond (for contracts in excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas. They shall also be executed by a surety and licensed to do business in Texas

Bidders should familiarize themselves with the entire provisions of V.T.C A ,

Chapter 2253 and the penalties provided for its violations before submitting their bid.

12 **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work

13 **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151.309, Texas Tax Code.

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9.07 in lieu of the tax. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended

SECTION II

Bid Proposal

Contract Award

FILE COPY

BID NUMBER B111023

BID PROPOSAL

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

Dolphin Park Promenade Reconstruction

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

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

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

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

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

BIDDER	Ashley Inc dba Stratus Contracting Services
SIGNATURE	
PRINT NAME	Mike Stagner
TITLE	C.E.O.
ADDRESS	2002 Rankin Rd.
CITY, STATE	Houston, Texas
ZIP	77073
TELEPHONE	281-821-9059
FAX NO	281-821-9056
DATE	12/23/2010
TAX I.D No.	76-0474203

DOLPHIN PARK PROMENADE RECONSTRUCTION

BASE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (6% MAX)	LS	1	Three Thousand Eight Hundred DOLLARS AND Zero CENTS	3,800	3,800
2	104,496	DEMOLITION AND HAUL OFF EXISTING STRUCTURE, COMPLETE IN PLACE	LS	1	Eight Thousand One Hundred Sixty Six DOLLARS AND Zero CENTS	8,166	8,166
3	502	BARRICADES, SIGNS, & PEDESTRIAN & VEHICULAR TRAFFIC HANDLING	LS	1	Two Thousand Six Hundred Thirty Seven DOLLARS AND Zero CENTS	2,637	2,637
4		REMOVE DOLPHIN STATUE AND PLAQUE, STORE FOR DURATION OF PROJECT AND RESET STATUE & PLAQUE ON FINISHED BASE WITH ANCHORING AS PER PLANS AND SPECIFICATIONS, COMPLETE IN PLACE	LS	1	Three Thousand Nine Hundred Seventy Two DOLLARS AND Zero CENTS	3,972	3,972
5	110	EXCAVATE AND/OR REMOVE EXISTING SEAWALL ROCK 1.5-FT BELOW TOP OF SEAWALL AND PREPARE A UNIFORM ROCK BASE, (CONTRACTOR TO PLACE EXCAVATED NATURAL STONE IN FRONT OF FINISHED LOW STONE WALL, ALL BRICK AND RUBBLE SHALL BE REMOVED FROM THE PROJECT SITE) COMPLETE	LS	1	Ten Thousand Six Hundred Eighty Five DOLLARS AND Zero CENTS	10,685	10,685
6	360,440	1'-0" REINFORCED CONCRETE SLAB, COMPLETE IN PLACE (CONTRACTOR SHALL PROVIDE A MINIMUM OF 1' FT CONCRETE BASE LOCKED INTO EXISTING RIP RAP ROCK BASE)	CY	121	One Hundred Twenty Three DOLLARS AND Zero CENTS	123	14,883

DOLPHIN PARK PROMENADE RECONSTRUCTION

BASE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
7	4435 (GC) 4200 (GC)	2-FT REINFORCED CMU WALL, WITH GRANITE VENEER, AND LIMESTONE FAÇADE, (PLAN QUANTITY) COMPLETE IN PLACE	LF	75	One Hundred Sixty Six DOLLARS AND Zero CENTS	166	12,450
8	360,440	15-INCH REINFORCED CONCRETE STEP, COMPLETE IN PLACE	SY	52	One Hundred Seventy Nine DOLLARS AND Zero CENTS	179	9,308
9	360,440 4435 (GC)	CONSTRUCT 2-TIERED STATUE BASE, WITH LIMESTONE FAÇADE, COMPLETE IN PLACE	LS	1	Six Thousand Two Hundred Ninety Nine DOLLARS AND Zero CENTS	6,299	6,299
10	432	PLACE RIP RAP MATERIAL AGAINST MONUMENT BASE AS SHOWN ON PLANS, COMPLETE IN PLACE	LS	1	Four Thousand Seven Hundred Twenty Seven DOLLARS AND Zero CENTS	4,727	4,727

TOTAL BASE BID $79,927.00

DOLPHIN PARK PROMENADE RECONSTRUCTION

ALTERNATE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
11	360	SAW-CUT CONTROL JOINTS INTO 6-INCH REINFORCED CONCRETE SIDEWALK, COMPLETE	LF	157	Three DOLLARS AND Seventy Five CENTS	3.75	588.75
12	360,440	6-INCH REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE	SY	117	Fourty Three DOLLARS AND Eighty CENTS	43.80	5,124.60
TOTAL ALTERNATE BID						$5,713.35	

DOLPHIN PARK PROMENADE RECONSTRUCTION
BID SUMMARY

TOTAL – BASE BID	$79,927.00
TOTAL – ALTERNATE BID	$5,713.35
TOTAL – BASE & ALTERNATE BID	$85,640.35

This Proposal consists of a Base Bid and an Alternate Bid for 6-Inch Reinforced Sidewalk. For a bid to be considered responsive all sections must be completed. Any combination of Base Bid and Alternate Bid may be awarded, however in no case will the Alternate Bid only be awarded. The award of the contract will be based on the bid to be in the best interest of Galveston County

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

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 64,000.00
The cost of labor, profit, materials not in-place and all other charges	$ 21,640.35
TOTAL. (Must agree with bid)	$ 85,640.35

CONTRACT AWARD

CONTRACT FOR: DOLPHIN PARK PROMENADE RECONSTRUCTION

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	1067
Bid No	B111023
Contractor	Ashley Inc dba Stratus Contracting Services

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 items are listed in Section V under "General Notes and Specific Data."**
Special Specifications	**4200 (GC) Masonry** **4435 (GC) Stone Veneer**
DRAWINGS	**COBB FENDLEY & ASSOCIATES 1 Thru 6**
ADDENDA	**No.s 1 and 2**

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 90 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 Seventy Six Thousand, Nine Hundred Twenty Seven Dollars and Zero Cents Dollars and No/100 ($ 76,927 00), payments to be made as described herein

Performance Bond required (x) yes ( ) no
Payment Bond required (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on January 19, 2011

EXECUTED this 7th day of February, 2011

COUNTY OF GALVESTON, TEXAS

BY Mark Henry
MARK HENRY, County Judge

ATTEST: Dwight D. Sullivan
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

BY Kevin Murphy Pres.
Signature - Title
Kevin Murphy
Printed Name

SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: DOLPHIN PARK PROMENADE RECONSTRUCTION

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 the Dolphin Park Promenade by demolishing the existing monument base, foundation, sidewalk, and rip rap granite wall. Once the damaged pieces are removed the Promenade will then be reconstructed to the condition prior to Hurricane Ike, with some additional hardening items like reinforced concrete pavement.

The work to be performed will be administered by the County's Program Administrator, who, for purposes of this Contract is:

Name: G. Michael Fitzgerald, P.E., County Engineer
Address 722 Moody, 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 ($ 1000) 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 90 calendar days from the date of the Notice to Proceed.

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work Additional unknown utilities and pipelines may be found Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project.

EXPERIENCE

All bidders must have done a like project within the last two years

EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly

FIELD OFFICE

For this project the Contractor will/will not have to provide a field office.

INCIDENTALS

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

FLAGMEN

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling".

PROJECT VIDEO

Contractor to video work site in the owner's presence prior to construction, and deliver a copy to owner

SPECIAL EVENT AND HOLIDAY WORK SCHEDULE

Contractor will not be able to work on the following dates listed below. (TBA)

SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract follow·

GENERAL DECISION: TX20100010 10/29/2010 TX10

Date: October 29, 2010
General Decision Number: TX20100010 10/29/2010

Superseded General Decision Number: TX20080010

State: Texas

Construction Type: Building

Counties: Chambers, Galveston, Liberty and Waller Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes & apartments up to & including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	06/04/2010
3	06/11/2010
4	07/02/2010
5	08/13/2010
6	09/03/2010
7	10/22/2010
8	10/29/2010

ASBE0022-002 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).....	$ 20.63	8.30

BOIL0074-002 08/08/2010

	Rates	Fringes
BOILERMAKER.....	$ 25.95	16.88

CARP0551-004 04/01/2008

	Rates	Fringes
Carpenter (including Acoustical Ceiling Work) (CHAMBERS, GALVESTON & WALLER COUNTIES).....	$ 21.00	6.43

CARP0551-005 04/01/2008

	Rates	Fringes
Carpenter, Acoustical Work Only (LIBERTY COUNTY).....	$ 21.00	6.43

ELEC0479-004 08/31/2010

	Rates	Fringes
Electricians (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) CHAMBERS (that part east of the Trinity River) AND LIBERTY (that part east of the Trinity River) COUNTIES.	$ 25.65	11.07

ELEC0527-001 08/31/2009

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wire and Installation of Fire Alarms, Security Systems, Telephones, and Computers) GALVESTON COUNTY.....	$ 25.50	8.73

* ELEC0716-003 08/30/2010

	Rates	Fringes
Electrician (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) *LIBERITY AND WALLER COUNTIES (* That portion north ansd west of a line beginning at the Chamnbers-Harris county line and Interstate Route 10; west on Route 10 to the San Jacinto River; south on the San Jacinto River to State Highway 134; southwest and south on State Highway 134 to State Highway 225; east on state Highway 225 to Underwood Road; south on Underwood Road to Spencer Highway to Willow Springs Bayou' south on Willow Springs and Middle Bayou to Clear Lake and the Harris-Galveston county line.).....	$ 26.65	7.67

ELEV0031-001 01/01/2010

	Rates	Fringes

ELEVATOR MECHANIC.....$ 34.955 20.235

FOOTNOTES: a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

IRON0135-001 09/01/2008

	Rates	Fringes
IRONWORKER, STRUCTURAL (GALVESTON COUNTY).....	$ 26.65	5.50

PLAS0079-002 07/01/2004

	Rates	Fringes
PLASTERER CHAMBERS, LIBERTY & WALLER COUNTIES.....	$ 19.42	1.00

PLAS0681-002 04/01/2005

	Rates	Fringes
PLASTERER Galveston County.....	$ 20.15	3.20

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* PLUM0068-005 10/01/2010

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	$ 28.79	9.40

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* PLUM0211-005 10/01/2010

	Rates	Fringes
Pipefitters (Excluding HVAC Pipe) Galveston and Waller Counties.....	$ 28.42	9.97

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* PLUM0211-006 10/01/2010

	Rates	Fringes
Pipefitter including HVAC pipe Chambers & Liberty Counties.	$ 28.42	9.97

SFTX0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	$ 25.40	15.85

SHEE0054-010 07/01/2010

	Rates	Fringes

Sheet Metal (including HVAC
Duct, System Installation)... ...$ 26.89 10.57

SUTX2005-011 04/28/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls).....	$ 14.00	0.00
BRICKLAYER.....	$ 18.00	0.00
Carpenter (excluding Acoustical Ceiling Work)		
LIBERTY COUNTY..	$ 13.52	3.18
CEMENT MASON/CONCRETE FINISHER...	$ 12.76	0.00
DRYWALL FINISHER/TAPER.....	$ 12.21	0.92
Drywall Hanger (Including Metal Stud Install).....	$ 12.49	1.38
Formbuilder/Formsetter		
CHAMBERS, LIBERTY & WALLER COUNTIES.....	$ 11.66	0.00
GALVESTON COUNTY.....	$ 11.61	0.00
GLAZIER		
CHAMBERS, LIBERTY, & WALLER COUNTIES.....	$ 14.55	2.46
GALVESTON COUNTY.....	$ 14.00	1.60
INSULATOR -BATT AND FOAM.....	$ 11.00	0.00
IRONWORKER, REINFORCING.....	$ 12.02	0.00
IRONWORKER, STRUCTURAL		
CHAMBERS, LIBERTY, & WALLER COUNTIES.....	$ 16.15	0.00
Laborers:		
COMMON, CHAMBERS COUNTY.....	$ 9.31	0.00
COMMON, GALVESTON COUNTY....	$ 10.46	0.00
COMMON, LIBERTY COUNTY.....	$ 8.53	0.00
COMMON, WALLER COUNTY.....	$ 8.74	0.00
MASON TENDER (BRICK).....	$ 10.27	0.00
MASON TENDER (CEMENT).....	$ 9.88	0.00
PIPELAYER.....	$ 12.34	0.00
PLASTERER TENDER.....	$ 12.90	2.51
LATHER.....	$ 16.90	3.61
Painter - Brush, Roller & Spray.....	$ 11.14	0.00
Pipefitter (HVAC Pipe Only)		
GALVESTON COUNTY.....	$ 19.28	3.71
WALLER COUNTIES.....	$ 15.00	3.53
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	$ 13.50	0.25

Backhoe	$ 12.50	0.00
Crane	$ 18.53	3.24
Forklift	$ 14.53	0.00
Slab & Wall Saw	$ 15.54	3.83
ROOFER	$ 11.38	0.00
TILE FINISHER	$ 11.86	0.53
TILE SETTER	$ 15.71	1.01
TRUCK DRIVER	$ 10.75	1.47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

PROJECT:
(name, address)

State of:
County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

EXCEPTIONS (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1 Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.
Indicate attachment: (yes) (no)

The following supporting documents should be attached hereto if required by the Owner

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

3 Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A)

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

PROJECT
(name, address)

State of

County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above

EXCEPTIONS (If none, write "None" If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

AIA DOCUMENT G706A • CONTRACTOR S AFFIDAVIT OF RELEASE OF LIENS • APRIL 1970 EDITION • AIA®
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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR.

CONTRACT DATE

CONTRACTOR

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 19

Surety Company

Signature of Authorized Representative

Attest
(Seal)

Title

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707 A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR·

CONTRACT DATE

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, th
(here insert name and address of Surety as it appears in the bond)

, SURET

on bond of *(here insert name and address of Contractor as it appears in the bond)*

, CONTRACTOF

hereby approves the reduction in or partial release of retainage to the Contractor as follows·

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Sure
of any of its obligations to *(here insert name and address of Owner)*

, OWNE

as set forth in the said Surety's bond

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 19

Surety

Signature of Authorized Representative

Attest
(Seal)

Title

AIA DOCUMENT G707A · CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE · JUNE 1971 EDITION · AIA® · © 1971 · THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE P

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1 COUNTY AS OWNER

The word "County" in this contract refers to the County of Galveston

2 CONTRACTOR

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract.

3 PROGRAM ADMINISTRATOR

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract

4 STATUS OF CONTRACTOR

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston.

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress

5. ASSIGNMENT AND SUBLETTING

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

6. EQUAL OPPORTUNITY

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination

7 CONTRACT

This contract consists of the following documents, Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work Collectively these documents may also be referred to as the Plans and Specifications

8 DISCREPANCIES AND OMISSIONS

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work Such definition shall be final and binding on Contractor.

9. COLLATERAL CONTRACT

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

10 TIME

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed Failure to timely commence operations may be deemed by the County to be a default The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator.

11 TIME AND ORDER OF COMPLETION

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment.

12 EXTENSION OF TIME

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay The amount of the extension will be determined by the Program Administrator.

13. LOSSES FROM NATURAL CAUSES

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost

14. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

15. PERFORMANCE OF WORK

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers

16 STORAGE AND CLEANUP

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work.

17 WORKING HOURS

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract.

18. WORKSITE SECURITY

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following·

a) its employees;
b) employees of subcontractors,
c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator, and
d) agents and/or employees of the County.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

19. ALCOHOL/DRUG FREE WORKPLACE

The County is committed to maintaining an alcohol and drug free workplace Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract.

20. LABOR

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause

In the event of Contractor's non-compliance with the non-discrimination

clause of this contract, the contract entered into may be canceled in whole or in part

21 **WAGE RATES**

This Contract is a Public Works Contract governed by V T C A , Government Code, Chapter 2258. That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U S C Section 276a et seq) are used in this contract and are incorporated and made a part hereof

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area.

Contractor acknowledges that

A) Pursuant to V T C A , Government Code §2258 022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of $60 00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract; and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the County

Contractor represents it has read this law and the penalties provided prior to entering into this agreement

22. **UTILITIES**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

23 **PARKING**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

24 **FIRE AND SAFETY**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site

25. **CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator

26. **INSURANCE**

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage·

1) Workmen's Compensation
   a State Statutory
   b Applicable - Statutory

2) Comprehensive General Liability (including Premises – Operations, Independent Contractor's Protective; Products and Completed Operations, Broad Form Property Damage)
   a. Bodily Injury –
      $100,000.00 each person, each occurrence
      $300,000 00 Aggregate, each occurrence
   b. Property Damage including loss of use –
      $100,000.00 Each occurrence
   c. Products and Completed Operations to be maintained for 1 year after Final Payment
   d. Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a Bodily Injury
      $100,000.00 Each Person
      $300,000.00 Each occurrence
   b Property Damage
      $100,000 00 Each occurence

4) Personal injury, with Employment Exclusion deleted·
      $100,000 00 Each occurence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles)
   a Bodily Injury
      $100,000.00 Each Person
      $300,000 00 Each occurrence
   b Property Damage
      $100,000 00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation

The above requirements do not establish limits of Contractor's liability.

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage.

Such insurance is to be provided at the sole cost of Contractor

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents.

The County shall be named as "additional insured" on such policies as are specified above.

The County reserves the right to require additional insurance should it be deemed necessary

27 **SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced.

28. **DAILY CLEANUP**

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations Materials which are stored on-site shall be stored in an orderly

manner Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed Truck hauling materials must be covered to keep materials from littering streets.

29 **FINAL GRADING**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

30. **RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County

31 **INSPECTION**

County reserves the right to inspect the work done by Contractor at any time.

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications.

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time. Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed

32 **DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by

the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract

33. **SUBSTANTIAL COMPLETION**

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work. Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken; however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor

34. **FINAL COMPLETION AND ACCEPTANCE**

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied

35 **PARAGRAPH 35 HAS BEEN DELETED**

36. **PROGRESS PAYMENTS AND RETAINAGE**

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose. Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed. Applications for payment shall be made monthly by Contractor

The County shall then pay the Contractor per the provisions of Texas Government Code, Chapter 2251, on or before 30 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments,

and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contact equals Ninety Five Percent (95%) of the total contract amount.

37 **ESTIMATED QUANTITIES**

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified It is further understood that the County does not guarantee any minimum amount of work under this Contract

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals

38 **CHANGES AND ALTERATIONS**

Contractor further agrees that Program Administrator may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract, otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case Program Administrator shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

39 **EXTRA WORK**

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator: subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods.

Method (a) - By agreed unit prices; or
Method (b) - By agreed lump sum. or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Program Administrator or by him agreed. The Program Administrator may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate

same shall be included in the "actual field cost"

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

40 **FINAL PAYMENT**

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract; and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work

41. **HINDRANCES AND DELAYS**

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor

42 **TIME OF FILING CLAIMS**

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception. The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing

43 **LIQUIDATED DAMAGES FOR DELAY**

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay.

44. ABANDONMENT BY CONTRACTOR

Should Contractor fail to start or resume work within ten (10) days after written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate

45. TERMINATION

County may terminate this Contract

i immediately by giving written notice, if Contractor breaches its obligation under the Contract, or
ii with or without cause, after giving 30 days written notice of termination to Contractor

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed The amount of such payment will be determined by the Program Administrator

46 SALVAGE

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the Program Administrator. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations

47 COMPLIANCE WITH CODES

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work

48. INDEMNITY

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and it officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract

49. **PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES**

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of equipment, and all supplies incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails to do so, then County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims

50 **PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT**

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County

51 **LAWS AND ORDINANCES**

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

52 **WARRANTY**

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

53. **PERMITS AND LICENSES**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract

54 **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows
to County at

Hon Mark Henry, County Judge
Galveston County Courthouse, 2nd floor
Galveston, TX 77550
Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal

55 **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence

56 **APPLICABLE LAWS**

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting

57 **ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties A prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect A subsequent modification to this contract must be in writing, signed by both parties

An official representative, employee, or agent of the County does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners' Court

58 **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

If a provision contained in this contract is held invalid for any reason, the

invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable.

59. **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall be exclusively in Galveston County.

60 **LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control Any additional stakes required by the Contractor shall be set at his expense Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

SECTION V
SPECIFICATIONS

PROJECT: DOLPHIN PARK PROMENADE RECONSTRUCTION

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 "

STATE OF TEXAS
BRAD S. MATLOCK
102246
LICENSED
PROFESSIONAL ENGINEER

12-6-10

Engineer
Cobb Fendley & Associates, Inc.
Firm No. 274

Date

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All Specifications and Special Provisions applicable to this Project are identified as follows

STANDARD SPECIFICATIONS

"Standard Specifications For Construction and Maintenance of Highways, Streets and Bridges" as adopted by the Texas Department of Transportation, June 1, 2004

SPECIAL SPECIFICATIONS·

4200 (GC) Masonry
4435 (GC) Stone Veneer

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 field verify existing conditions before beginning construction

2 Contractor shall be responsible for providing security to protect his own property, equipment and work in progress.

3 Contractor shall be responsible for cleaning of streets caused by associated construction at close of each work day.

4. Paved surfaces shall be protected from damage by tracked equipment

5 Iron rods disturbed during construction are to be replaced by a registered public land surveyor for the original property owner at no separate pay.

6 The contractor shall be responsible for maintaining an updated redlined "record" set of construction drawings on site for inspection by the engineer.

7 Contractor must provide fencing around open excavation areas during non-working hours

8 Contractor shall obtain all construction permits required by the standards of the governmental agency having jurisdiction

9 Existing pavements, curbs, sidewalks and driveways damaged or removed during construction shall be replaced to original or better condition.

10. 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

11. 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.

12. Adequate drainage shall be maintained at all times during construction. Any drainage ditch or structure distributed 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

13 Contractor shall notify the project engineer & construction manager at least 48 hours prior to the start of any construction.

TRAFFIC CONTROL·

1 Contractor shall place construction notification signs two weeks prior to start of construction

2 The signs, barricades and markings shown on these drawings constitute minimum requirements and are not intended to cover special circumstances or other conditions that may arise due to unforeseen field conditions. The contractor shall place and maintain sufficient additional signs, barricades and warning devices to warn the public and provide for the safe movement of both vehicular and pedestrian traffic Where project requirements are not fully satisfied by the standards shown hereon. The "Texas Manual on Uniform Traffic Control Devices" shall govern

3 Barricades, signs, channeling devices, and traffic handling devices as shown shall be adjusted to fit field conditions, as directed by the engineer, at no additional cost.

4 Contractor shall insure that all barricades, signs, pavement markings, channeling devices, warning lights, and traffic handling devices are maintained in a clean functional condition at all times

5. Maintenance of all temporary signing is the responsibility of the contractor, including correction of loss/damage due to acts of vandalism or accident

6 All construction signs and barricades placed during any phase of construction shall remain in place until their removal is directed by the engineer

7 All work shall be performed in such manner and sequence which will impose the minimum of interference but provide maximum protection to traffic consistent with the work to be performed.

SPECIAL ITEMS·

1. Item 104
   a. Acceptable work and materials for "Removing Concrete" shall be measured by the lump sum based on the actual construction limits

2. Item 110
   a. Acceptable work and materials for "Excavation" shall be measured by the lump sum based on the actual construction limits

3. Item 360

   a. As shown in 360.4 B1, the stated requirement of 4,400 psi 28 Day Compressive Strength will be changed to 4,000 psi 28 Day Compressive Strength
   b Contractor shall use Item 360 "Concrete Pavement" specification to construct 2-tiered statue base Measure and Payment will be based on lump sum price as shown in Plans and Specifications

4 Item 432
   a. Acceptable work and materials for "Rip Rap" shall be measured by the lump sum based on the actual construction limits.

5 Item 496
   a Acceptable work and materials for "Removing Structures" shall be measured by the lump sum based on the actual construction limits

6 Item 500
   a Total lump sum payment for the bid item "Mobilization" shall not exceed 5% of the total bid

7 Item 502
   a. Acceptable work and materials for "Barricades, Signs, and Traffic Handling" shall be measured by the lump sum based on the actual construction limits

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 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 overlayed 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, "Epoxies 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 mist 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 tine 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 I 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 432

RIPRAP

432.1. Description. Furnish and place concrete, stone, cement-stabilized, or special riprap

432.2. Materials. Furnish materials in accordance with the following

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 431, "Pneumatically Placed Concrete"
- Item 440, "Reinforcing Steel"
- DMS-6200, "Filter Fabric "

A. **Concrete Riprap.** Use Class B Concrete unless otherwise shown on the plans

B. **Pneumatically Placed Concrete Riprap.** Use Class II concrete that meets Item 431, "Pneumatically Placed Concrete," unless otherwise shown

C. **Stone Riprap.** Unless otherwise shown on the plans, use durable natural stone with a minimum bulk specific gravity of 2 40 as determined by Tex-403-A Provide stone that, when tested in accordance with Tex-411-A, has a maximum weight loss of 18% after 5 cycles of magnesium sulfate solution and 14% after 5 cycles of sodium sulfate solution

For all types of stone riprap perform a size verification test on the first 5,000 sq yd of finished riprap stone at a location determined by the Engineer Weigh each stone in a square test area with the length of each side of the square equal to 3 times the specified riprap thickness The weight of the stones, excluding spalls, should be as specified below Additional tests may be required Do not place additional riprap until the initial 5,000 sq yd of riprap has been approved

When specified, provide grout or mortar in accordance with Item 421,"Hydraulic Cement Concrete " Provide grout with a consistency that will flow into and fill all voids

Provide filter fabric in accordance with DMS-6200, "Filter Fabric " For protection stone riprap, provide Type 2 filter fabric unless otherwise shown on the plans For Type R, F, or Common stone riprap, provide Type 2 filter fabric when shown on the plans

1. **Type R.** Use stones between 50 and 250 lb with a minimum of 50% of the stones heavier than 100 lb

2. **Type F.** Use stones between 50 and 250 lb with a minimum of 40% of the stones heavier than 100 lb Use stones with at least 1 broad flat surface

3. **Common.** Use stones between 50 and 250 lb Use stones that are at least 3 in in their least dimension Use stones that are at least twice as wide as they are thick When shown on the plans or approved, material may consist of broken concrete removed under the Contract or from other approved sources Before placement of each piece of broken concrete, cut exposed reinforcement flush with all surfaces

4. **Protection.** Use boulders or quarried rock that meets the gradation requirements of Table 1 Both the width and the thickness of each piece of riprap must be at least 1/3 of the length When shown on the plans or as approved, material may consist of broken concrete removed under the Contract or from other approved sources Before placement of each piece of broken concrete, cut exposed reinforcement flush with all surfaces Determine gradation of the finished, in-place, riprap stone under the direct supervision of the Engineer in accordance with Tex-411-A, Part II

Table 1
In-Place Protection Riprap Gradation Requirements

Thickness	Maximum Size (lb)	90% Size[1] (lb.)	50% Size[1] (lb.)	8% Size[1], Minimum (lb)
12 in	200	80–180	30–75	3
15 in	320	170–300	60–165	20
18 in	530	290–475	105–220	22
21 in	800	460–720	175–300	25
24 in	1,000	550–850	200–325	30
30 in	2,600	1,150–2,250	400–900	40

1 As defined in Tex-401-A, Part II

Provide bedding stone that in-place meets the gradation requirements shown in Table 2 or as otherwise shown on the plans Determine size distribution in accordance with Tex-401-A, Part I

Table 2
Protection Riprap Bedding Material Gradation Requirements

Sieve Size (Sq. Mesh)	% by Weight Passing
3 in	100
1-1/2 in	50–80
3/4 in	20–60
No 4	0–15
No 10	0–5

D. **Cement-Stabilized Riprap.** Provide aggregate that meets Item 247, "Flexible Base," for the type and grade shown on plans Use cement-stabilized riprap with 7% hydraulic cement by dry weight of the aggregate

E. **Special Riprap.** Furnish materials for special riprap according to the plans

432.3. Construction. Dress slopes and protected areas to the line and grade shown on the plans before the placement of riprap Place riprap and toe walls according to details and dimensions shown on the plans or as directed

A. **Concrete Riprap.** Reinforce concrete riprap with 6 × 6 – W2 9 × W2 9 welded wire fabric or with No 3 or No 4 reinforcing bars spaced at a maximum of 18 in in each direction unless otherwise shown Alternative styles of welded wire fabric that provide at least 0 058 sq in of steel per foot in both directions may be used if approved A combination of welded wire fabric and reinforcing bars may be provided when both are permitted Provide a minimum 6-in lap at all splices At the edge of the riprap, provide a minimum horizontal cover of 1 in and a maximum cover of 3 in Place the first parallel bar at most 6 in from the edge of concrete Use approved supports to hold the reinforcement approximately equidistant from the top and bottom surface of the slab Adjust reinforcement during concrete placement to maintain correct position

As directed, sprinkle or sprinkle and consolidate the subgrade before the concrete is placed All surfaces must be moist when concrete is placed

After placing the concrete, compact and shape it to conform to the dimensions shown on plans After it has set sufficiently to avoid slumping, finish the surface with a wood float to secure a smooth surface or broom finish as approved

Immediately after the finishing operation, cure the riprap according to Item 420, "Concrete Structures "

B. **Stone Riprap.** Provide the following types of stone riprap when shown on the plans:

- Dry Riprap Dry riprap is stone riprap with voids filled with only spalls or small stones
- Grouted Riprap Grouted riprap is Type R, F, or Common stone riprap with voids grouted after all the stones are in place
- Mortared Riprap Mortared riprap is Type F stone riprap laid and mortared as each stone is placed

Use spalls and small stones lighter than 25 lb to fill open joints and voids in stone riprap, and place to a tight fit

Do not place mortar or grout when the air temperature is below 35°F Protect work from rapid drying for at least 3 days after placement

Unless otherwise approved, place filter fabric with the length running up and down the slope Ensure fabric has a minimum overlap of 2 ft Secure fabric with nails or pins Use nails at least 2 in long with washers or U-shaped pins with legs at least 9 in long Space nails or pins at a maximum of 10 ft in each direction and 5 ft along the seams Alternative anchorage and spacing may be used when approved

1. **Type R.** Construct riprap as shown in Figure 1 and as shown on the plans Place stones in a single layer with close joints so that most of their weight is carried by the earth and not by the adjacent stones Place the upright axis of the stones at an angle of approximately 90° to the embankment slope Place each course from the bottom of the embankment upward with the larger stones in the lower courses

   Fill open joints between stones with spalls Place stones to create a uniform finished top surface Do not exceed a 6-in variation between the tops of adjacent stones Replace, embed deeper, or chip away stones that project more than the allowable amount above the finished surface

   When the plans require Type R stone riprap to be grouted, prevent earth, sand, or foreign material from filling the spaces between the stones After the stones are in place, wet the stones thoroughly, fill the spaces between the stones with grout, and pack Sweep the surface of the riprap with a stiff broom after grouting

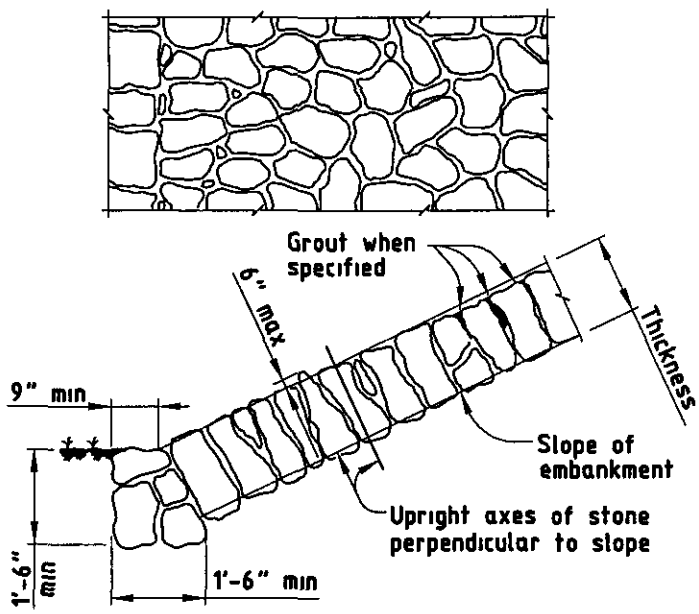

Figure 1
Type R stone riprap, dry or grouted.

2. **Type F.**

   a. **Dry Placement.** Construct riprap as shown in Figure 2 Set the flat surface on a prepared horizontal earth bed, and overlap the underlying course to secure a lapped surface. Place the large stones first, roughly arranged in close contact Fill the spaces between the large stones with suitably sized stones placed to leave the surface evenly stepped and conforming to the contour required Place stone to drain water down the face of the slope

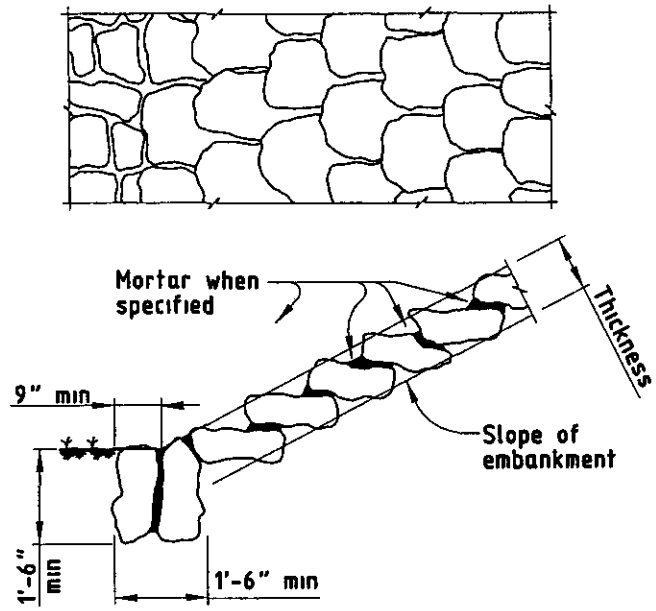

Figure 2
Type F stone riprap, dry or mortared.

b. ***Grouting.*** *Construct riprap as shown in Figure 3 Size, shape, and lay large flat-surfaced* stones to produce an even surface with minimal voids Place stones with the flat surface facing upward parallel to the slope Place the largest stones near the base of the slope Fill spaces between the larger stones with stones of suitable size, leaving the surface smooth, tight, and conforming to the contour required Place the stones to create a plane surface with a maximum variation of 6 in in 10 ft from true plane Provide the same degree of accuracy for warped and curved surfaces Prevent earth, sand or foreign material from filling the spaces between the stones After the stones are in place, wet them thoroughly, fill the spaces between them with grout, and pack Sweep the surface with a stiff broom after grouting

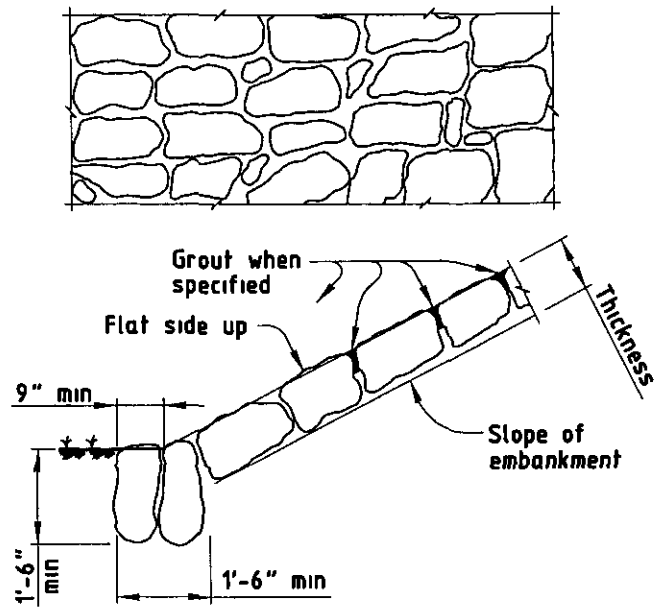

Figure 3
Type F stone riprap, grouted.

c. **Mortaring.** Construct riprap as shown in Figure 2 Lap courses as described for dry placement Before placing mortar, wet the stones thoroughly As the larger stones are placed, bed them in fresh mortar and shove adjacent stones into contact with one another After completing the work, spread all excess mortar forced out during placement of the stones uniformly over them to fill all voids completely Point up all joints roughly either with flush joints or with shallow, smooth-raked joints as directed

3. **Common.** Construct riprap as shown in Figure 4 Place stones on a bed excavated for the base course Bed the base course of stone well into the ground with the edges in contact Bed and place each succeeding course in even contact with the preceding course Use spalls and small stones to fill any open joints and voids in the riprap Ensure the finished surface presents an even, tight surface, true to the line and grades of the typical sections

When the plans require grouting common stone riprap, prevent earth, sand, or foreign material from filling the spaces between the stones After the stones are in place, wet them thoroughly, fill the spaces between them with grout, and pack Sweep the surface with a stiff broom after grouting

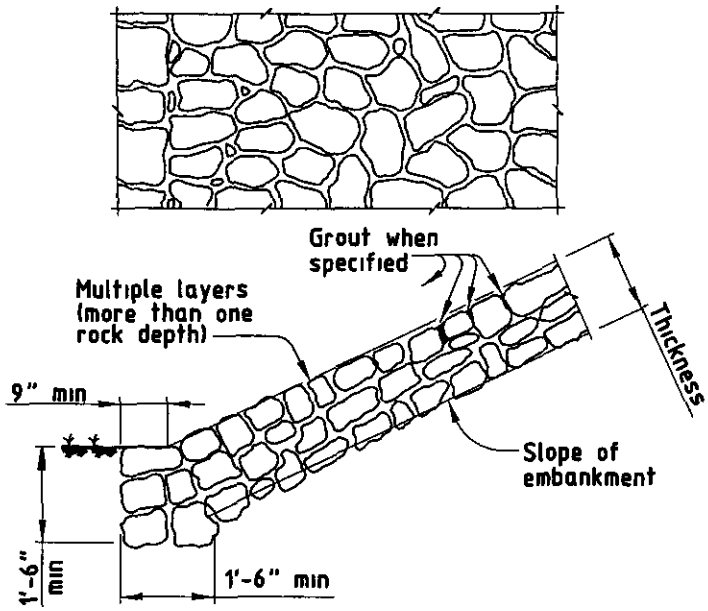

Figure 4
Common stone riprap, dry or grouted.

4. **Protection.** Construct riprap as shown in Figure 5 Place riprap stone on the slopes within the limits shown on the plans Place stone for riprap on the bedding material to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids Construct the riprap to the lines and grades shown on the plans or staked in the field A tolerance of +6 in and −0 in from the slope line and grades shown on the plans is allowed in the finished surface of the riprap Place riprap to its full thickness in a single operation. Avoid displacing the bedding material Ensure that the entire mass of stones in their final position is free from objectionable pockets of small stones and clusters of larger stones Do not place riprap in layers, and do not place it by dumping it into chutes, dumping it from the top of the slope, pushing it from the top of the slope, or any method likely to cause segregation of the various sizes Obtain the desired distribution of the various sizes of stones throughout the mass by selective loading of material at the quarry or other source or by other methods of placement that will produce the specified results Rearrange individual stones by mechanical equipment or by hand if necessary to obtain a reasonably well-graded distribution of stone sizes

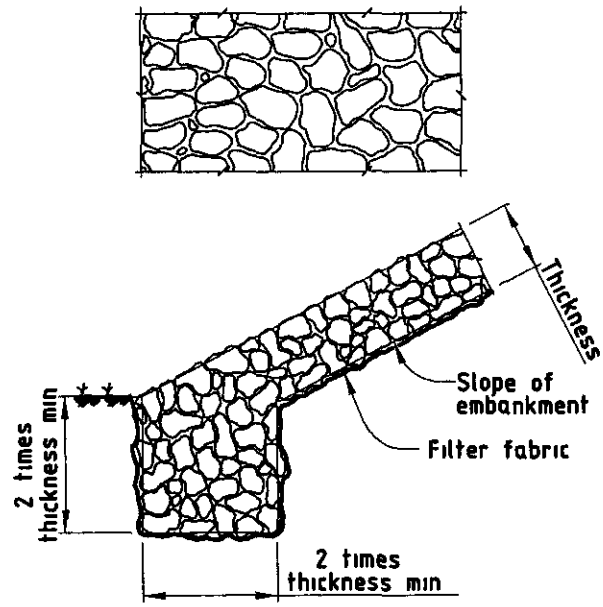

Figure 5
Protection stone riprap.

C. **Pneumatically Placed Concrete Riprap, Class II.** Meet Item 431, "Pneumatically Placed Concrete " Provide reinforcement following the details on the plans and Item 440, "Reinforcing Steel " Support reinforcement with approved supports throughout placement of concrete

Give the surface a wood-float finish or a gun finish as directed Immediately after the finishing operation, cure the riprap with membrane-curing compound in accordance with Item 420, "Concrete Structures "

D. **Cement-Stabilized Riprap.** Follow the requirements of the plans and the provisions for concrete riprap except when reinforcement is not required The Engineer will approve the design and mixing of the cement-stabilized riprap

E. ***Special Riprap.*** *Construct special riprap according to the plans*

432.4. Measurement. This Item will be measured by the cubic yard of material complete in place Volume will be computed on the basis of the measured area in place and the thickness and toe wall width shown on the plans

For stone riprap for protection, the quantity of the bedding material to be paid for will be measured by the cubic yard as computed from the measured area in place and the bedding thickness shown on the plans

432.5. 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 "Riprap" of the type, thickness, and void-filling technique (Dry, Grout, Mortar) specified, as applicable This price is full compensation for furnishing, hauling, and placing riprap and for filter fabric, expansion joint material, concrete and reinforcing steel, grout and mortar, scales, test weights, equipment, labor, tools, and incidentals

Payment for excavation of toe wall trenches, for all necessary excavation below natural ground or bottom of excavated channel, and for shaping of slopes for riprap will be included in the unit price bid per cubic yard of riprap

When bedding is required for protection stone riprap, payment will be made at the unit price for "Bedding Material" of the thickness specified This price is full compensation for furnishing, hauling, placing, and maintaining the bedding material until placement of the riprap cover is completed and accepted, excavation required for placement of bedding material, and equipment, scales, test weights, labor, tools, and incidentals No payment will be made for excess thickness of bedding nor for material required to replace embankment material lost by rain wash, wind erosion, or otherwise

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

$$CE = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

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

Material	Specification
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-I

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

Bend	Bar Size Number (in.)	Bar Size Number (mm)	Diameter
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

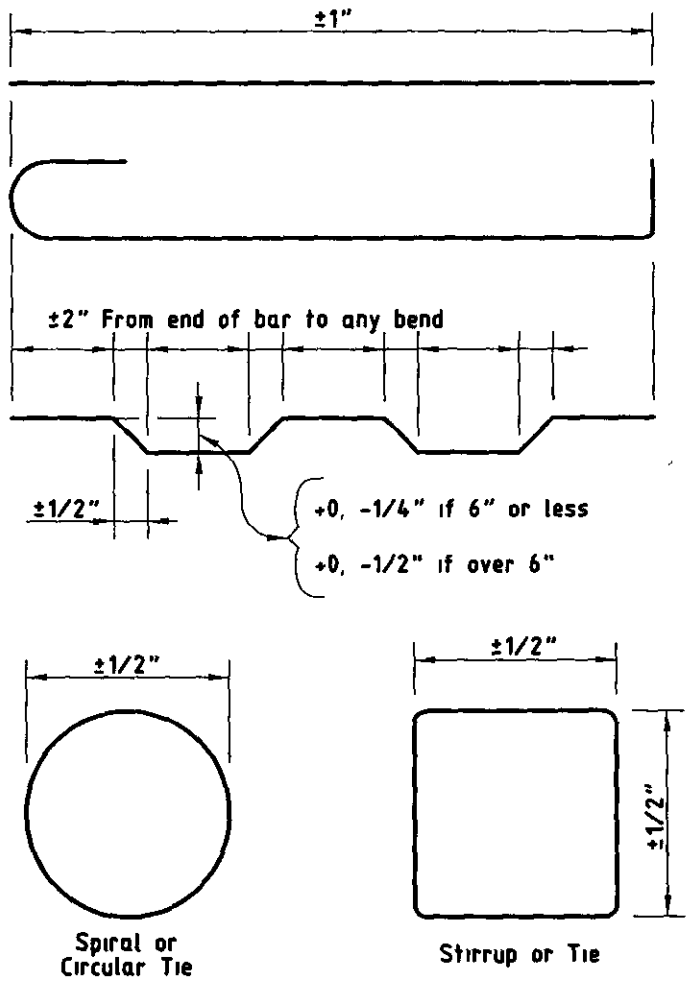

Figure 1
Fabrication tolerances for bars.

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 496
REMOVING STRUCTURES

496.1. Description. Remove and either dispose of or salvage structures

496.2. Construction.

A. **Removal.**

1. **Pipes.** Avoid damaging appurtenances determined by the Engineer to be salvageable
2. **Concrete, Brick, or Stone Structures.** Portions of structures that will not interfere with the proposed construction may remain in place 2 ft or more below the permanent ground line Square off remaining structures and cut reinforcement flush with the surface of the concrete
3. **Steel Structures.** Dismantle steel to be retained by the Department or re-erected by cold-cutting fastener heads and punching or drilling the remaining portion of the fastener, air-arc gouging welded connections, and flame-cutting beams along a straight line The Engineer may approve other methods of cutting Cut beams at the locations shown in the plans Match-mark steel to be re-erected with paint in accordance with the erection drawings Remove steel piles or cut off 2 ft or more below the permanent ground line
4. **Timber Structures.** Remove all fasteners from timber determined by the engineer to be salvageable Remove timber piles or cut off 2 ft or more below the permanent ground line

B. **Salvage.** Avoid damage to materials shown in the plans to be salvaged Deliver materials to be retained by the Department to the location shown in the plans Block up salvaged steel materials off the ground

C. **Disposal.** Material removed that is not deemed to be salvageable is the property of the Contractor Dispose of removed material off the right of way in accordance with federal, state, and local regulations

D. **Backfill.** Backfill excavation and voids to the original ground line if resulting from the removal of structures Place backfill that will support any portion of the roadbed or embankment to the same requirements for placing embankment Backfill other areas in 10-in layers, loose measurement, and compact to the density of adjacent undisturbed material

496.3. Measurement. This Item will be measured by each structure or by the foot

496.4. Payment. The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Structures" of the type of structure specified This price is full compensation for loading, hauling, disposal, stockpiling, removal of appurtenances, excavation and backfill, equipment, labor, tool, and incidentals

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 "

SPECIAL SPECIFICATION 4200 (GC)

MASONRY

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section

PART 1 - GENERAL

1.1 SUBSTITUTION

A Refer to Section 01630 Substitutions for substitutions

1.2 SCOPE

A Furnish all labor, materials, equipment and services necessary or incidental to completion of provide face brick, concrete masonry units, cast stone units, and all accessory materials and labor to complete the work of this section

1.3 RELATED WORK

A Section 07110 Membrane Waterproofing

B Section 07160 Dampproofing Above Grade

C Section 07210 Building Insulation

D Section 08110 Hollow Metal Doors and Frames

1.4 SUBMITTALS

A Comply with Section 01300 Submittals

B Product Data Submit schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories

C Show or schedule location, size, elevation, ~~elevation~~, details and other pertinent data for each frame required

D Sample
General Do not start masonry until Architect has approved
Sample panel Sample panel shall be 6' long x 6' high panel showing selected color range and texture, bonding, mortar color, joint shape, and quality workmanship Include a brick expansion joint Sample panel shall remain at the jobsite until all masonry is completed

1.5 QUALITY ASSURANCE

A Architect may require tests and inspections as necessary to verify quality and strength of masonry materials, mortar, grout, and workmanship Laboratory tests of materials, mortar, and grout will be made per ASTM standard procedures

B Refer to Section 01410 Testing Laboratory Services

1.6 REFERENCES

A American Society for Testing and Materials
ASTM A153, Zinc Coating (Hot Dip) on Iron & Steel Hardware
ASTM C67, Sampling & Testing Brick & Structural Clay Tile

ASTM C90, Hollow Load-Bearing Concrete Masonry Units
ASTM 216-02 Face, (Solid Masonry Units Made from Clay or Shale)
ASTM C73-99a Calcium Silicate Masonry Units (Cast Stone Units)
ASTM C744
ASTM C140
CRSI, "Manual of Standard Practices"
ACI 530-02/ASCE 5-02/TMS 402-02 Building Code Requirements for Masonry Structures

B The above references are minimum and where stricter methods, materials, and tolerances are specified, they shall govern

1.7 WARRANTY

A Warrant the work specified herein for one year against becoming unserviceable or causing an objectionable appearance, resulting from either defective or nonconforming materials and workmanship

B Defects shall include, but not be limited to the following
01 Noticeable deterioration of unit or mortar finish
02 Chalking or dusting excessively
03 Changing sheen in irregular fashion

1.8 INSTALLATION CONFERENCE:

A Refer to Section 01420 - Notification of Architect Requirements

1.9 DELIVERY, STORAGE, AND PROTECTION

A Deliver and store materials in dry protected areas off ground Keep free of stain or other damage before, during and after installation Replace any damaged material at no cost to Owner

B Deliver mortar materials in original unbroken and undamaged packages with the maker's name and brand distinctly marked thereon, and upon delivery store in a shed until used on the work

C Store or pile sand on a plank platform and protect from dirt and rubbish Store mortar materials and sand in such a manner as to prevent deterioration or contamination by foreign materials

D Deliver masonry units to the site in approved protective film Prevent damage to units

E Lift skids with proper and sufficiently long slings or forks with protection to prevent damage to units Protect edges and corners

F Store masonry units in a manner designed to prevent damage and staining of units

G Stack units on timbers or platforms at least 3" above grade

H Place polyethylene or other plastic film between wood and other finished surfaces of units when stored for extended periods of time

I Cover stored units with protective enclosure if exposed to weather

J Do not use de-icing compounds to remove ice from masonry surfaces

1.10 SITE CONDITIONS

A Cold Weather Protection No masonry shall be laid when the temperature of the outside air is below 40° F, unless protection measures are employed and pre-approved by the Construction Manager

B Protection measures for cold weather erection include maintaining space and masonry unit temperatures of at least 40° F for 48 hours, prior to and after erection

1.11 BRACING OF MASONRY DURING ERECTION:

A All masonry shall be adequately braced at all times during erection

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A CMU
Southwest Concrete Products
Revels Block & Brick Co
Eagle-Cordell Concrete Products
Featherlite

B Face Brick
Acme
Boral Bricks
Hanson Brick
Athens Brick
Kansas Brick
Endicott Clay

C Cast Stone Units (Calcium Silicate Masonry Units) – Arriscraft International
Continental Cast Stone

D Alternate to Cast Stone Units – Limestone – Texas Quarries

2.2 MATERIALS

A Face Brick
01 Sizes Modular (3 ½" x 3 ½" x 7 ½")
02 Colors
a Color A Interstate Brick "Valley Tan"
b Color B Not used
03 Provide solids and shapes as required (all colors)

B Concrete Masonry Units
01 Face Dimensions 8" x 16", modular depths as indicated on drawings
02 Color shall be standard
03 Comply with ASTM C90 (class D-2 block at rated walls)
a Grade: N, highest standard
b Type I, Moisture -controlled unit
c Aggregate Lightweight
04 Curing· Rotary kiln process
05 Provide bullnose units at all outside corners
06 Complete with bond beam, control joints, jambs, lintels soaps and fillers to match and compliment block units

C Cast Stone Units (Calcium Silicate Masonry Units)

01 Face dimensions refer to drawings for dimensions which include nominal 12" x 24" x 4", 8" x 12" x 4", 4" x 12" x 4", 12" x 12" x 4", and cut shapes
02 Provide chamfered, corner units and special shapes as per drawings
03 Colors
  a Color 1 Cream (Arriscraft)
  b Color 2 (Arriscraft) Custom color G03-1031B *Revised 08/17/04*
04 Smooth face and "rocked" face
05 Compressive strength – 6600 psi
06 Absorption – 8 8%, to ASTM 73-99a
07 Fabrication Tolerances
  a Length - + or- 1/16"
  b Height - + or- 1/16"
  c Deviation from square - - + or- 1/16"
  d Bed depth - + or- 1/8"
  e Custom Dimension - - + or- 1/8"
  f Unit face deviations -- + or- 3/8"

D Mortar

01 Materials for Unit Masonry Mortar
  a Hydrated Lime ASTM C-207, TYPE "S"
  b Portland Cement ASTM C-150, Type I
  c Water Clean and potable
  d Sand ASTM C-144

02 Mix Design for Mortar (Proportions by volume)
  a Type ASTM C-270, Type "N"
  b Proportions 1 part cement, 1 part hydrated lime and 6 parts sand to provide a compressive strength of 1800 PSI in 28 days
  c Mixing Thoroughly machine-mix for at least 5 minutes after all material is in mixer
  d Do not use calcium chloride

03 Mortar Colors
  a Concrete Masonry Units Use standard cement color
  b Brick Use standard cement color
  c Cast stone units use custom colors

E Reinforcement/Tie Systems

01 General Reinforcement used in all wythes shall be hot dip galvanized after fabrication in accordance with ASTM A153

02 <u>At solid multiple wythe masonry walls and single wythe masonry walls & double wythe masonry walls without insulation board</u> (Interior Partitions)· Use #9 gauge truss type reinforcing Pre-fabricated corners and tees shall be used at all wall corners and intersections, width shall be 2" less than nominal thickness of walls Equal to Dur-O-Wal "Truss" at single wythe, "Trirod" at multiple

03 At double wythe cavity walls with insulation board Use #9 gauge truss type with 3/16" adjustable pintle wall ties Width of truss reinforcement shall be 2 inches less than the nominal thickness of wall 3/16" wall tie eye sections welded at 16" o c extended as required for insulation thickness Pre-fabricated corners and tees shall be used at all wall corners and intersections Equal to Dur-O-Wal "Dur-O-Eye"

04 <u>At All Veneer Brick Walls with Metal Stud Partitions Back-up Wall</u> 3/16" dia hot dip galvanized triangular tie and Heckman "Posi-I-Tie SD" Triangle anchor shall extend to 3/4 inch from outside face of veneer

05 <u>At All Veneer Cast Stone Unit with Metal Stud Partitions Back-up Wall</u> 3/16" dia hot dip galvanized triangular tie and Heckman "Posi-I-Tie SD" Triangle anchor shall extend to 3/4 inch from outside face of veneer

06 At All Veneer Brick Anchored to Concrete Spandrel Beam and Columns 3/16" dia hot dip galvanized triangular tie and Heckman "Posi-I-Tie Tapcon Screw" Triangle anchor shall extend to 3/4 inch from outside face of veneer

07 At All Veneer Cast Stone Units Anchored to Concrete Spandrel Beam and Columns 3/16" dia hot dip galvanized triangular tie and Heckman "Posi-I-Tie Tapcon Screw" Triangle anchor shall extend to 3/4 inch from outside face of veneer

08 At All Veneer Brick Anchored to Steel Spandrel Beam and Columns 3/16" dia hot dip galvanized equal to Heckman No 312 Anchor and No 258 pintle tie

09 At All Veneer Cast Stone Units Anchored to Steel Spandrel Beam and Columns 3/16" dia hot dip galvanized equal to Heckman No 312 Anchor and No 258 pintle tie

10 Control Joint Anchor Equal to Heckman No 351 anchor at brick veneer, and No 350 at block walls

11 Cast Stone provide the same tie and anchor as above for cast stone units

F Masonry Cleaning Products

01 Cleaning materials for the purpose of removing excess mortar, job dirt and normal job stains from light colored brick which is not subject to metallic stains shall be Sure Klean® 600 Detergent manufactured by ProSo Co , Kansas City, Kansas

Form Clear to slight amber color liquid
Specific Gravity 1 117
pH 0 3 (1 6 dilution)
Flash Point None
Freeze Point -30° F (-34 4° C)
Wt/Gal 9 3 lbs

02 Cleaning materials for purposes of removing excess mortar, job dirt and normal job stains from brick which are subject to metallic oxidation stains shall be Sure Klean® Vana Trol® manufactured by ProSo Co , Kansas City, Kansas

Form Clear to slight amber color liquid
Specific Gravity 1 117
pH 0 3 (1 6 dilution)
Flash Point None
Freeze Point -30° F (-34 4° C)
Wt/Gal 9 3 lbs

03 Cleaning material for removal of excess mortar and job dirt from cast stone unit surfaces shall be a solution of 1 tsp trisodium phosphate and 1 tsp household detergent dissolved in 4 cups of clean water Use a stiff fiber brush then clean immediately with clean water using a hose

04 Consult brick supplier/manufacturer to confirm proper selection of cleaning detergent to minimize reaction from metallic or other mineral deposits

05 Protect lighter-colored products either by masking them from cleaning run-off, or by ensuring they are kept in a wet state throughout the cleaning operations

06 Test cleaning methods and materials on job site masonry mock-up

PART 3 - EXECUTION

3.1 PREPARATION OF MATERIALS

A Concrete Masonry Units Where cutting is required, masonry shall be cut with a sharp masonry saw Do not wet CMU prior to laying

B Cast Stone Units (Calcium Silicate Masonry Units) Where cutting is required, cut the masonry units with a wet-saw, pre-soak the units using clean water prior to cutting them, and, Clean the cut units using a stiff fiber brush and clean water Allow the units to surface dry prior to placement in the wall system

C Brickwork Dampen brick before laying in a manner consistent with the nature of the brick, the mortar, and the weather conditions

D Mortar and Grout
- 01 Use 12" x 12" mortar box for measuring cement, lime, and sand quantities Measuring sand by the shovel is not acceptable
- 02 Mix a minimum of 5 minutes
- 03 Provide consistency required at time of placement to fill completely all spaces intended to receive grout
- 04 Use within 2-1/2 hours of initial mixing
- 05 Mortar or grout shall not be used if curing has progressed to yield a stiff consistency

E Reinforcement
- 01 Reinforcement shall be free from lose rust and other coatings that would reduce the bond
- 02 Cut accurately to length and bend by such methods as will prevent injury to the material
- 03 Straighten out kinks or bends

3.2 ALLOWABLE TOLERANCES FOR STRUCTURAL MASONRY

A Maximum Variation from Plumb
- 01 In lines and surfaces of columns, walls and at rises
  - a 1/4" in 10' (1 480)
  - b 3/8" in 20' (maximum)
  - c 1/2" in 40' (1 960)
- 02 For external corners, expansion joints and other conspicuous lines
  - a 1/4" in 20' (maximum)
  - b 1/2" in 40' (1 960)

B Maximum variation from level
- 01 1/4" in any bay or 20'
- 02 1/2" in 40' (1 960)

3.2 ALLOWABLE TOLERANCES FOR VENEER AND EXPOSED MASONRY – Lay up wall in bond indicated plumb, level, and true to the lines and dimensions indicated on the drawings

3.3 INSTALLATION

A General
- 01 Do not use chipped brick or chipped block where exposed to view ASTM C216 for Facing Brick will be strictly enforced The note in ASTM C90 for CMU that says block "shall not show chips or cracks or other imperfections when viewed from 20 feet" will be strictly enforced The mason will be expected to comply with the quality of the sample approved as per 1 6 D this section
- 02 Use masonry saws to cut and fit exposed units
- 03 Lay units plumb, true to line, and with level courses accurately spaced within allowable tolerances
- 04 Do not furrow bed joints
- 05 Stop off horizontal run by racking back in each course, toothing is not permitted
- 06 Adjust units to final position while mortar is soft and plastic
- 07 If units are displaced after mortar has stiffened, remove, clean joints and units and re-lay with fresh motor
- 08 When joining fresh masonry to set or partially set masonry
  - a Remove loose masonry units and mortar
  - b Clean and lightly wet exposed surface of set masonry prior to laying fresh mortar

B Metal Door Frames Fill jamb frames solid with mortar Build in anchors

C Lintels and Bond Beams Provide reinforced unit type, except where steel lintels are shown Use reinforcing bars as shown on the drawings With concrete, completely fill in lintel block and bond beams Provide 8 inch bearing at end of lintels

D Corners Connect corners with No 9 galvanized wire or corrugated tie using one tie for each 4 inches of nominal wall thickness.

E Partitions Tops Allow space at top of horizontal spanning walls for compressible joint back-up and sealant as specified in Sealant section Anchor top of walls to deck or structure

F Mortar Beds
- 01 Place mortar in a manner which will result in the development of adequate bond between the masonry and the reinforcement
- 02 Lay units with full mortar coverage on horizontal and vertical joints in all courses
- 03 Provide sufficient mortar on ends of masonry unit to fill head joints
- 04 Rock closures into place with head joints thrown against two adjacent masonry units in place
- 05 Do not pound corners or jambs to fit stretcher units after setting in place
- 06 Where adjustment to corners or jambs must be made after mortar has started to set, remove mortar and replace with fresh mortar

G Mortar Joints and Patterns
- 01 Lay brick in one-third bond pattern Refer to drawings for accent coursing
- 02 Lay standard CMU in one-half bond pattern
- 03 Lay standard Cast Stone Units (Calcium Silicate Masonry Units) in one-half bond pattern
- 04 At curved wall, use 12" x 12" x 4" units in one-half bond pattern
- 05 Provide flush joints where concealed from view and where dampproofing is scheduled
- 06 Provide standard concave tooled joint where masonry is exposed to view for brick and CMU, typically Provide recessed accent joints in brick where indicated on elevations
- 07 All mortar joints to be of consistent size
- 08 Refer to the drawings for paver patterns

H Reinforcement/Tie Systems
- 01 General
  - a Completely embedded in mortar or grout
  - b All reinforcement consisting of bars or wire 1/4 inch or less in diameter, embedded in the horizontal mortar joints, shall have no less than 5/8 inch mortar coverage from the exposed face
  - c Truss reinforcing within each wythe shall be at 16 inch o.c vertically for exterior wythes and back-up wythes, whether detailed or not
  - d Veneer anchors at sheathing covered metal stud exterior walls shall be attached on outside face of sheathing using cadmium plated sheet metal screws Spacing shall be 16 inch o c horizontally and 16 inch o c vertically
  - e Veneer anchors at Interior brick walls with metal stud back up shall be the same as paragraph "D" above, except anchors shall be attached directly to metal stud with cadmium plated sheet metal screws
  - f At intersection of all perpendicular masonry walls provide two vertical rows of corrugated wall ties at 16 inch o c vertically (7/8" wide x 16 gauge galvanized steel)
  - g In cavity walls with CMU back up, embed truss type horizontal reinforcement with integral wall ties every 16 inches o.c vertically
  - h Splices in reinforcement· Splices may be made only at such points and in such manner that the structural strength of the member will not be reduced Lapped splices shall be 8 inches Welded or mechanical connection shall develop the strength of the reinforcement
  - i Corrugated strap ties shall not be used as veneer anchors
  - j Place joint reinforcement in the first two bed joints above and the first two bed joints below masonry openings
  - k Provide masonry ties at floor and roof decks as indicated

I Membrane Waterproofing/Flashing

01 Clean surface of masonry smooth and free from projections which might puncture or otherwise damage flashing material

02 Place through-wall flashing on bed of mortar and cover with mortar

03 Extend flashing through exterior face of veneer, turn up a minimum 8 inches and seal onto face of sheathing over stud framed back-up Lap Membrane Waterproofing over flashing

04 Lap end joints minimum of 6 inches and seal watertight in accordance with manufacturer's recommendations

05 Create end dams at ends of window heads, at edges of curtain walls, and other vertical elements to channel water to nearest weep hole away from window mullions and other items which might allow water to travel vertically

06 Steel separation Wrap steel members including lintels that are enclosed in masonry with 15# felt Securely tie with wire at 12 inches on center No masonry shall have a bond with structural steel members

J Weepholes

01 Provide weepholes in head joints in first course immediately above all flashing at all exterior brick walls

02 Leave head joint free and clean of mortar Provide a temporary strip of rope at each weep to be removed upon completion of panel

03 Spacing 24 inch o c maximum

04 Keep weepholes and area above flashing free of mortar droppings

K Sealant Joints

01 Allow for sealant joints around outside perimeters of exterior doors, window frames and other wall openings

02 Uniform depth 3/4 inch

03 Uniform width As shown on the drawings, but not less than 1/4 inch

04 Provide sample for Architects approval

05 Refers to drawing for locations and details of accent joints

L Expansion Joints/Control Joints

01 The mortar joint which stops at the expansion joint cavity shall be struck flush with the masonry unit, producing a continuous flat surface for the sealant to adhere to

02 Place control joints as indicated on the drawings Also, provide CMU control joints directly over concrete slab control joints Whenever possible, lay out CMU so that control joint will coincide with CMU module (30 foot maximum spacing between control joints) Provide control joints at structural columns to isolate movement from continuing or intersecting walls and columns

M Cavity

01 Keep cavity clean using wood strips with attached wire pulls on metal ties

03 Remove and clean wood strips prior to placing each succeeding row of metal ties

04 As work progresses, trowel all protruding fins in cavity flat on inner surface of wythe

3.4 CLEANING

A At completion of the work, fill and retool holes in joints of exposed masonry surfaces with mortar After pointing has set and hardened, clean exposed masonry surfaces with cleaning agent recommended for each type of masonry used. Leave masonry clean, free of mortar daubs and with tight mortar joint throughout After brickwork is set, protect all edges and corners from damage The cleaning shall be in accordance with manufacturers printed instructions for type of cleaning agent used

3.5 PROTECTION

A Cover over all unfinished work at night against the elements with plastic sheet, building paper, heavy canvas or other material approve by Architect to prevent water from entering cavities

END OF SECTION

SPECIAL SPECIFICATION 4435 (GC)

STONE VENEER

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Sawed, cut, field selected, or split granite and limestone veneer at exterior wall, metal anchors, mortar, and joint pointing, and joint sealant.

1 2 REFERENCES

A ASTM C 387 - Packaged, Dry, Combined Materials for Mortar and Concrete.

B. ASTM A 36 - Structural Steel

C ASTM A 123 - Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes.

D ASTM C 270 - Mortar for Unit Masonry.

E. ASTM C 503 - Marble Building Stone (Exterior).

F. ASTM C 615 - Granite Building Stone.

G. ASTM C 616 - Sandstone Building Stone.

H. ASTM C 629 - Slate Building Stone.

1 3 SUBMITTALS

A. Submit two samples 6 inches by 6 inches in size illustrating minimum and maximum sizes, color range and texture, markings, and surface finish.

1.4 QUALITY ASSURANCE

A. Stone Supplier Qualifications: Company specializing in quarrying cut stone with ten years experience

B. Installer Qualifications: Company specializing in installing cut stone with five years documented experience.

1.5 MOCKUP

A. Size: 2 feet by 2 feet.

B. Include selected stone, structural supporting wall, anchors, control joint condition, and accessories.

1 6 DELIVERY, STORAGE, AND HANDLING

A. Protect stone from visible discoloration

1 7 ENVIRONMENTAL REQUIREMENTS

A. Maintain materials and surrounding air to a minimum 40 degrees F prior to, during, and 48 hours after completion of work.

B. During temporary storage on site, at the end of working day, or during rainy weather, cover stone work exposed to weather with non-staining waterproof coverings, securely anchored.

PART 2 - PRODUCTS

2.1 STONE

A. Limestone: Match stone in existing wall and rubble at site

B. Granite: Match stone in existing wall and rubble at site.

C. Color: Match stone in existing wall and rubble at site.

D. Surface Finish· Match stone in existing wall and rubble at site

E. Thickness: as per drawing.

F. Face Size: as per drawing.

2.2 MORTAR

A ASTM C 270 Type S using Proportion specifications; with Type I Portland cement of gray color, with Type S hydrated lime.

B. Water: Clean and potable.

2.3 ACCESSORIES

A. Anchors, Dowels, Ties, and Cramps: Stainless steel, Type 304 of sizes and configurations required for support of stone and applicable superimposed loads.

B. Bolts, Washers, and Nuts: Stainless steel, Type 304.

C. Cleaning Solution: Type which will not harm stone, joint materials, or adjacent surfaces. Consult stone supplier for recommended type.

2 4 MORTAR MIX

A. Provide Type S setting mortar and Type S pointing mortar.

B. Thoroughly mix mortar ingredients in quantities needed for immediate use.

C. Do not use anti-freeze compounds in mortar.

D. Use mortar within two hours after mixing.

E. If necessary, re-temper mortar within two hours of mixing to replace water lost by evaporation

2.5 STONE FABRICATION

A Form external corners to square joint profile.

B Slope exposed top surfaces of stone and horizontal sill surfaces for natural wash.

PART 3 - EXECUTION

3.1 EXAMINATION

A Verify that support work and site conditions are ready to receive work of this Section

B. Establish lines, levels, and coursing. Protect from disturbance.

C. Beginning installation means acceptance of existing conditions and support work.

3.2 PREPARATION

A. Supply sufficient quantity of anchorages for placement.

B. Clean stone prior to erection. Do not use wire brushes or implements which will mark or damage exposed surfaces.

3.3 INSTALLATION

A. When required, cut, saw, or split stone at site to produce a clean face with a maximum variation of depth in the face of 1/2".

B. Arrange stone pattern to provide a consistent joint width of 1/2" throughout.

C. Place setting buttons and set stone in full mortar setting bed to support stone over full bearing surface and to establish joint dimensions.

D. Fill joints with pointing mortar. Pack and work into voids. Neatly tool surface to concave joint.

3.4 TOLERANCES

A. Positioning of Elements: Maximum 1/4-inch from true position.

B. Maximum Variation from Plane of Wall: 1/4-inch in 10 feet; 1/2-inch in 50 feet.

3.5 CUTTING AND FITTING

A. Do not impair appearance or strength of stone work by cutting.

3.6 CLEANING

A. Remove excess mortar and sealant upon completion of work.

B Clean soiled surfaces with cleaning solution.

C. Use nonmetallic tools in cleaning operations.

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 entirely 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 it's entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in it's entirely.

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 s 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 ACCEPTANE" and ARTICLE 40, "FINAL PAYMENT" of Section IV, "General Terms and Conditions".

SECTION VI
PLANS

PERFORMANCE BOND
(McGregor Act - Public Works)

Bond No. TAACSU0533275

KNOW ALL BY THESE PRESENTS, That, we, Ashley, Inc dba Stratus Contracting Services

(hereinafter called the Principal), as Principal, and Allegheny Casualty Company, a corporation organized and existing under the laws of the State of Pennsylvania, with its principal office in Newark, New Jersey, and authorized and admitted to do business in the State of Texas and licensed by the State of Texas to execute bonds (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee) in the amount of Seventy Six Thousand Nine Hundred Twenty Seven and No/100---- ($76,927 00---)

Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, *successor and assigns, jointly and severally, firmly by these presents*

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 19th day of January, 2011 to wit

DOLPHIN PARK PROMENADE RECONSTRUCTION

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 31st day of January, 2011

Witness

(If Individual or Firm)

Attest

Ginger Byrd (If Corporation)

Kim Nash, Secretary

Ashley, Inc dba Stratus Contracting Services (Seal) Principal

By (Seal)

(Seal)

Allegheny Casualty Company (Seal) Surety

By (Seal) Attorney-in-Fact

Kelly J Brooks

S-2169/GEEF 10/99

PAYMENT BOND
(McGregor Act - Public Works)
Texas

Bond TAACSU0533275

KNOW ALL BY THESE PRESENTS, That, we, Ashley, Inc dba Stratus Contracting Services

(hereinafter called the Principal), as Principal, and Allegheny Casualty Company, a corporation organized and existing under the laws of the State of Pennsylvania, with its principal office in the City of Newark, New Jersey, and authorized and admitted to do business in the State of Texas and licensed by the State of Texas to execute bonds (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee) in the amount of Seventy Six Thousand Nine Hundred Twenty Seven and No/100------

($76,927 00---)

Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 19th day of January 2011, to wit

DOLPHIN PARK PROMENADE RECONSTRUCTION

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him/her or a sub-contractor in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 31st day of January 2011

Ashley, Inc dba Stratus Contracting Services

(Seal)
Principal

Allegheny Casualty Company (Seal)

By (Seal)
Kelly J. Brooks Attorney-in-Fact

S-2170/GEEF 10/99

Tel (973) 624-7200

POWER OF ATTORNEY

ALLEGHENY CASUALTY COMPANY

HOME OFFICE. ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY,** a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

KELLY J BROOKS, KENNETH L MEYER

Houston, TX

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY COMPANY,** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting called and held on the 7th day of February, 1974

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000

RESOLVED, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof of related thereto and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company, and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

IN TESTIMONY WHEREOF, **ALLEGHENY CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A D 2009

ALLEGHENY CASUALTY COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **ALLEGHENY CASUALTY COMPANY,** that the seal affixed to said instrument is the Corporate Seal of said Company, that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of January 2011

Assistant Secretary

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call Allegheny Casualty Company's toll-free telephone number for information or make a complaint at:

1-877-539-8698

You may also write to Allegheny Casualty Company at:

3689 Coolidge Court, Unit 6
Tallahassee, Florida 32311
Attn: Greg Parrish

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Dolphin Park Promenade Reconstruction

Owner Galveston County
Contractor Ashley Inc dba Stratus Contracting Services
Engineer Cobb Fendley & Associates, Inc

Contract Number 1067
Purchase Order Number -------
Bid Number B111023

Work Being Changed

Bid Item No. 6, 1'-0" Reinforced Concrete Slab, Complete in Place (Contractor Shall Provide A Minimum of 1' ft. Concrete Base Locked Into Existing Rip Rap Rock Base), will be changed from a Unit of CY (Cubic Yards) and Quantity of 121 to a Unit of LS (Lump Sum) and Quantity of 1. The total price for this work will remain the same at $14,883.00. (See attached letter from contractor)

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price	$76,927 00	Original Contract Time	90 Days
Net Change From Previous Change Orders	$0 00	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$76,927 00	Contract Time Prior To This Change Order	90 Days
Net Increase/Decrease Of This Change Order	$0 00	Net Increase/Decrease Of This Change Order	0 Days
Contract Price With All Approved Change Orders	$76,927 00	Contract Time With All Approved Change Orders	90 Days

RECOMMENDED
By _____
Brad Matlock, P E (Consultant)
By Mike Fitzgerald Date 2-2-4
Michael Fitzgerald, P E (County Engineer)

APPROVED
County Of Galveston

By _____ Date _____
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By Kevin Murphy Date 1/26/11
Contractor (Authorized Signature)

Kevin Murphy
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. _1_
Dolphin Park Promenade Reconstruction

			ORIGINAL + PREVIOUSLY REVISED				NEW				
Pay Item No	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	NEW UNIT	NEW UNIT PRICE	NEW QUANTITY	NEW ITEM COST	OVERRUN/UNDERRUN
6	360, 440	1'-0" Reinforced Concrete Slab, Complete in Place (Contractor Shall Provide A Minimum of 1' ft Concrete Base Locked Into Existing Rip Rap Rock Base)	CY	$123 00	121 00	$14,883 00	**LS**	**$14,833.00**	**1.00**	**$14,883.00**	**$0.00**
		TOTAL				**$14,883.00**				**$14,883.00**	**$0.00**

STRATUS
CONTRACTING SERVICES
2002 RANKIN ROAD • HOUSTON, TX 77073
P: 281-821-9059 • F: 281-821-9056

January 11, 2011

Mr. Mike Fitzgerald
Galveston County
722 Moody Ave, 5th Floor
Galveston, TX 77550

Re: Dolphin Park Promenade Reconstruction

Dear Mr. Fitzgerald,

We, Stratus Contracting Services, agree to construct Bid Item Number 6, 1'-0" Reinforced Concrete Slab Complete in Place, for one lump sum not to exceed $14,883.00.

Best Regards,

Beau Stagner
Project Coordinator
Stratus Contracting Services

AGENDA ITEM #22f

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 11, 2011

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

Re Bid #B112007, Portable Toilet Service for Galveston & Mainland

Gentlemen,

On December 28, 2010 bids were opened for Bid #B112007, Portable Toilet Service for Galveston & Mainland, at which time three (3) bids were received The lowest responsible bid was received from C Johnnie on the Spot

The Galveston County Parks and Senior Services Director and I recommend that you award this bid to C Johnnie on the Spot

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

MEMORANDUM

January 3, 2011

To: Rufus Crowder, Purchasing Agent CPPB
Galveston County

From: Dennis J. Harris, Director
Galveston County Parks and Senior Services

Subject: Recommendation for Bid # B112007, Portable Toilet Service for Galveston & Mainland

After a careful review and discussion with my staff concerning the bids submitted for bid # B112007, Portable Toilet Service for Galveston & Mainland, it is the recommendation of the County Parks Department to award the bid submitted by Texas Outhouse Inc.

Should you have any questions, please do not hesitate to contact my office at extension 8110

Dennis J Harris

CC: Earl Hearne, Administrative Services Manager
Andy Hansen, Operations Manager
Charles Hughes, District Supervisor
Ronnie Blizzard, District Supervisor

BID RESPONSE TABULATION
PORTABLE TOILET SERVICE MAINLAND & GALVESTC
GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 700686 BFI WASTE SERVICES OF TEXA		Vendor: 701322 C JOHNNY ON THE SPOT INC		Vendor. 709875 TEXAS OUTHOUSE INC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	93484	JONES BAY BOAT RAMP (AT FAT BOY'S BAIT CAMP) 601 JONES LAKE ROAD (BENEATH SANTA FE OVERPASS) 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	178 80	2,145 60	80 00	960 00	115 00	1,380.00
0002	93484	JACK BROOKS PARK (AT ARCHERY RANGE) 5 FM 2004, HITCHCOCK, 1 ADA COMPLIANT UNIT SERVICED ON WEDNESDAY'S ONLY YEAR ROUND	12	MO	142 80	1,713 60	60 00	720 00	90 00	1,080.00
0003	93484	JACK BROOKS PARK 5700 FM 2004, HITCHCOC DISC GOLF COURSE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	178 80	2,145 60	80 00	960 00	115 00	1,380.00
0004	93484	JACK BROOKS PARK (NEAR KITTY HAWK FL FIELD) 5700 FM 2004 HITCHCOCK 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	142 80	1,713 60	80 00	960 00	115 00	1,380.00

BID RESPONSE TABULATION
PORTABLE TOILET SERVICE MAINLAND & GALVESTC
GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

0005	93484	ELVA LOBIT PARK 1901 EAST FM 646 LEAGUE CITY, TEXAS 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO	178 80	2,145 60	160 00	1,920 00	230 00	2,760 00
0006	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CI ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	178 80	2,145 60	60 00	720 00	115 00	1,380 00
0007	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CI (NEAR BALLFIELD) - 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	138 00	1,656 00	70 00	840 00	90 00	1,080 00
0008	93484	CARBIDE PARK - 4102 MAIN STREET, LAMAR 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	138 00	1,656 00	70 00	840 00	90 00	1,080 00
0009	93484	CARBIDE PARK - 4102 MAIN STREET, LAMAR 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO	357 60	4,291 20	160 00	1,920 00	230 00	2,760 00
0010	93484	BAYSHORE PARK BALLFIELD (EAST OF SPILL 5437 EAST FM 646 - 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	178 80	2,145 60	80 00	960 00	115 00	1,380 00
0011	93484	DICKINSON BOAT RAMP HWY 3 - DICKINSON REGULAR UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO	102.00	1,224 00	50 00	600 00	75 00	900 00

BID RESPONSE TABULATION
PORTABLE TOILET SERVICE MAINLAND & GALVESTC
GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

0012	93484	HWY 146 BOAT RAMP - HWY 146, BACLIFF 1 A COMPLIANT UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO	142.80	1,713 60	60 00	720 00	90 00	1,080 00
0013	93484	RUNGE PARK - 4605 PECK, SANTA FE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	178 80	2,145 60	80 00	960 00	119 00	1,428 00
0014	93484	DICKINSON STOCKYARD - 7111 NICHOLS 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO	102 00	1,224 00	50 00	600 00	90 00	1,080 00
0015	93484	SANTA FE STOCKYARD - 11730 HWY 6 1 REGU UNIT SERVICED WEEKLY YEAR ROUND	12	MO	102 00	1,224 00	50 00	600 00	75 00	900 00
0016	93484	SKYLINE DRIVE - 8701 SKYLINE DRIVE TEXA CITY - ONE REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO	102.00	1,224 00	50 00	600 00	75 00	900 00
0017	93484	2601 LOOP 197 SOUTH, TEXAS CITY 1 REGULA UNIT SERVICED WEEKLY YEAR ROUND	12	MO	102 00	1,224 00	50 00	600.00	75 00	900 00
0018	93484	CHARGE FOR RELOCATING ADA COMPLIANT UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	12	MO	50 00	600 00	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
PORTABLE TOILET SERVICE MAINLAND & GALVESTC
GALVESTON COUNTY, TEXAS

BID #. B112007
OPEN: 12/28/2010
10:00 AM

0019	93484	CHARGE FOR RELOCATING REGULAR UNIT(S AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	1	EA	50 00	50 00	0 00	0 00	0 00	0 00
				Total of all Items		**32,387.60**		**15,480.00**		**22,848.00**

BID #: B112007
OPEN: 12/28/2010
10:00 AM

BID SHEET

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 1900

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

DATE 12/20/10

Texas Outhouse
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jason Odom
PRINTED NAME

Operations Mngr
TITLE

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

REMIT ADDRESS

CITY, STATE ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BID #: B112007
OPEN: 12/28/2010
10:00 AM

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

ENDOR ID 709875 TEXAS OUTHOUSE INC

m No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
)001	93484	JONES BAY BOAT RAMP (AT FAT BOY'S BAIT CAMP) 601 JONES LAKE ROAD (BENEATH SANTA FE OVERPASS) 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	~~115.00~~	$ 115.00	$ 115.00
)002	93484	JACK BROOKS PARK (AT ARCHERY RANGE) 5700 FM 2004, HITCHCOCK, 1 ADA COMPLIANT UNIT SERVICED ON WEDNESDAY'S ONLY YEAR ROUND	12	MO		$ 90.00	$ 90.00
)003	93484	JACK BROOKS PARK 5700 FM 2004, HITCHCOCK DISC GOLF COURSE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 115.00	$ 115.00
)004	93484	JACK BROOKS PARK (NEAR KITTY HAWK FLYING FIELD) 5700 FM 2004 HITCHCOCK 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 115.00	$ 115.00
)005	93484	ELVA LOBIT PARK 1901 EAST FM 646 LEAGUE CITY, TEXAS 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 115.00	$ 230.00

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

/ENDOR ID 709875 TEXAS OUTHOUSE INC

em No.	Product Cod	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CITY 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 115.00	$ 115.00
0007	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CITY (NEAR BALLFIELD) - 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 90.00	$ 90.00
)008	93484	CARBIDE PARK - 4102 MAIN STREET, LAMARQUE 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 90.00	$ 90.00
)009	93484	CARBIDE PARK - 4102 MAIN STREET, LAMARQUE 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 115.00	$ 230.00
)010	93484	BAYSHORE PARK BALLFIELD (EAST OF SPILLWAY) 5437 EAST FM 646 - 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 115.00	$ 115.00
)011	93484	DICKINSON BOAT RAMP HWY 3 - DICKINSON 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO		$ 75.00	$ 75.00

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

ENDOR ID 709875 TEXAS OUTHOUSE INC

m No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
)012	93484	HWY 146 BOAT RAMP - HWY 146, BACLIFF 1 ADA COMPLIANT UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO		$ 90.00	$ 90.00
)013	93484	RUNGE PARK - 4605 PECK, SANTA FE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 115.00	$ 115.00
)014	93484	DICKINSON STOCKYARD - 7111 NICHOLS 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 90.00	$ 90.00
)015	93484	SANTA FE STOCKYARD - 11730 HWY 6 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 75.00	$ 75.00
)016	93484	SKYLINE DRIVE - 8701 SKYLINE DRIVE TEXAS CITY - ONE REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 75.00	$ 75.00
)017	93484	2601 LOOP 197 SOUTH, TEXAS CITY 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 75.00	$ 75.00

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

'ENDOR ID 709875 TEXAS OUTHOUSE INC

em No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0018	93484	CHARGE FOR RELOCATING ADA COMPLIANT UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	12	MO		$ 0	$ 0
0019	93484	CHARGE FOR RELOCATING REGULAR UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	1	EA		$ 0	$ 0
						Extended Price Total of all Iten	$ 1900

BID #: B112007
OPEN: 12/28/2010
10:00 AM

BID SHEET

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following.

LINE ITEM TOTAL $_____

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

DATE

Republic Waste Service
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jason A Kelley
PRINTED NAME

Operations Manager
TITLE

5301 Brookglen
CORRESPONDENCE ADDRESS

Houston, TX 77034
CITY, STATE ZIP CODE

86-1024527
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

5301 Brookglen
REMIT ADDRESS

Houston, TX 77034
CITY, STATE ZIP CODE

713-948-7600
TELEPHONE NUMBER

832-386-2356
FAX NUMBER

ADDENDUM'S RECEIVED #1 ____ #2 ____ #3 ____

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

VENDOR ID 700686 BFI WASTE SERVICES OF TEXAS LP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	93484	JONES BAY BOAT RAMP (AT FAT BOY'S BAIT CAMP) 601 JONES LAKE ROAD (BENEATH SANTA FE OVERPASS) 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 178.80	$ 2,145.60
0002	93484	JACK BROOKS PARK (AT ARCHERY RANGE) 5700 FM 2004, HITCHCOCK, 1 ADA COMPLIANT UNIT SERVICED ON WEDNESDAY'S ONLY YEAR ROUND	12	MO		$ 142.80	$ 1,713.60
0003	93484	JACK BROOKS PARK 5700 FM 2004, HITCHCOCK DISC GOLF COURSE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 178.80	$ 2,145.60
0004	93484	JACK BROOKS PARK (NEAR KITTY HAWK FLYING FIELD) 5700 FM 2004 HITCHCOCK 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 142.80	$ 1,713.60
0005	93484	ELVA LOBIT PARK 1901 EAST FM 646 LEAGUE CITY, TEXAS 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 178.80	$ 2,145.60

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

VENDOR ID 700686 BFI WASTE SERVICES OF TEXAS LP

tem No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CITY 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 178 80	$ 2145 60
0007	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CITY (NEAR BALLFIELD) - 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 138 00	$ 1656.00
0008	93484	CARBIDE PARK - 4102 MAIN STREET, LAMARQUE 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 138.00	$ 1656.00
0009	93484	CARBIDE PARK - 4102 MAIN STREET, LAMARQUE 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 357.60	$ 4291.20
0010	93484	BAYSHORE PARK BALLFIELD (EAST OF SPILLWAY) 5437 EAST FM 646 - 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 178 80	$ 2145.60
0011	93484	DICKINSON BOAT RAMP HWY 3 - DICKINSON 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO		$ 102 00	$ 1224 00

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

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VENDOR ID: 700686 BFI WASTE SERVICES OF TEXAS LP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0012	93484	HWY 146 BOAT RAMP - HWY 146, BACLIFF 1 ADA COMPLIANT UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO		$ 142 80	$ 1713.60
0013	93484	RUNGE PARK - 4605 PECK, SANTA FE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 178.80	$ 2145 60
0014	93484	DICKINSON STOCKYARD - 7111 NICHOLS 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 102 00	$ 1224 00
0015	93484	SANTA FE STOCKYARD - 11730 HWY 6 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 102 00	$ 1224.00
0016	93484	SKYLINE DRIVE - 8701 SKYLINE DRIVE TEXAS CITY - ONE REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 102 00	$ 1224.00
0017	93484	2601 LOOP 197 SOUTH, TEXAS CITY 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 102 00	$ 1224 00

LINE ITEM DETAIL

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Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0018	93484	CHARGE FOR RELOCATING ADA COMPLIANT UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	12	MO		$ 50 00	$ 144 00
0019	93484	CHARGE FOR RELOCATING REGULAR UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	1	EA		$ 50.00	$ 144 00
						Extended Price Total of all Item	$ 32,025 60

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BID SHEET

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 15,480.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Jim Kennedy
WITNESS

12-27-10
DATE

C. Johnnie on the Spot
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

WAYNE Colcher
PRINTED NAME

President
TITLE

P.O. Box 1583
CORRESPONDENCE ADDRESS

Nederland, TX. 77627
CITY, STATE ZIP CODE

76-0492681
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 1583
REMIT ADDRESS

Nederland, Texas 77627
CITY, STATE ZIP CODE

409-724-6647
TELEPHONE NUMBER

409-724-6755
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	93484	JONES BAY BOAT RAMP (AT FAT BOY'S BAIT CAMP) 601 JONES LAKE ROAD (BENEATH SANTA FE OVERPASS) 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 80.00	$ 960.00
0002	93484	JACK BROOKS PARK (AT ARCHERY RANGE) 5700 FM 2004, HITCHCOCK, 1 ADA COMPLIANT UNIT SERVICED ON WEDNESDAY'S ONLY YEAR ROUND	12	MO		$ 60.00	$ 720.00
0003	93484	JACK BROOKS PARK 5700 FM 2004, HITCHCOCK DISC GOLF COURSE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 80.00	$ 960.00
0004	93484	JACK BROOKS PARK (NEAR KITTY HAWK FLYING FIELD) 5700 FM 2004 HITCHCOCK 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 80.00	$ 960.00
0005	93484	ELVA LOBIT PARK 1901 EAST FM 646 LEAGUE CITY, TEXAS 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 160.00	$ 1920.00

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

BID #: B112007
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VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CITY 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 60.00	$ 720.00
0007	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CITY (NEAR BALLFIELD) - 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 70.00	$ 840.00
0008	93484	CARBIDE PARK - 4102 MAIN STREET, LAMARQUE 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 70.00	$ 840.00
0009	93484	CARBIDE PARK - 4102 MAIN STREET, LAMARQUE 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 160.00	$ 1920.00
0010	93484	BAYSHORE PARK BALLFIELD (EAST OF SPILLWAY) 5437 EAST FM 646 - 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 80.00	$ 960.00
0011	93484	DICKINSON BOAT RAMP HWY 3 - DICKINSON 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO		$ 50.00	$ 600.00

LINE ITEM DETAIL

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0012	93484	HWY 146 BOAT RAMP - HWY 146, BACLIFF 1 ADA COMPLIANT UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO		$ 60.00	$ 720.00
0013	93484	RUNGE PARK - 4605 PECK, SANTA FE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO		$ 80.00	$ 960.00
0014	93484	DICKINSON STOCKYARD - 7111 NICHOLS 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 50.00	$ 600.00
0015	93484	SANTA FE STOCKYARD - 11730 HWY 6 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 50.00	$ 600.00
0016	93484	SKYLINE DRIVE - 8701 SKYLINE DRIVE TEXAS CITY - ONE REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO		$ 50.00	$ 600.00
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Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0018	93484	CHARGE FOR RELOCATING ADA COMPLIANT UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	12	MO		$ No Charge	$ N/C
0019	93484	CHARGE FOR RELOCATING REGULAR UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	1	EA		$ No Charge	$ N/C
						Extended Price Total of all Iten	$ 15,480.00

BID #: B112007
OPEN: 12/28/2010
10:00AM

INVITATION TO BID
PORTABLE TOILET SERVICE MAINLAND & GALVESTON
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **10:00 AM** on **12/28/2010** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Any proposal received after **10:00 AM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B112007
PORTABLE TOILET SERVICE MAINLAND & GALVESTON

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be lump sum or as noted on bid sheet

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21St Street), Fifth (5th) Floor, Galveston, Texas

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your proposal

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc), vendor is to be paid via Galveston County's normal accounts payable process

Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (2 1st 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

Rufus Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of five (5) one (1) original and four (4) copies*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987
E-mail rufus crowder@co galveston tx us

An authorized person from the submitting firm must sign all bids This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a bid If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
GALVESTON COUNTY, TEXAS

5. **REJECTION OF BIDS**
The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**
It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. **SUBSTITUTES**
It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. **EXCEPTIONS TO BID**
The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

9. **PRICING**
Bids will be either lump sum or unit prices as shown on the bid sheet The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your bid

Cash discount must be shown on bid, otherwise prices will be considered net Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10. **PROCUREMENT CARD**
The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. **TAX EXEMPTION**
Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

GENERAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
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
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
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
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
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
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
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
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
GALVESTON COUNTY, TEXAS

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston tx us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http //www ethics state tx us/whatsnew/conflict_forms htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set fourth in this contract has no force or effect Any subsequent modification to this contract must be in writing, signed by both parties

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

GENERAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
GALVESTON COUNTY, TEXAS

33. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

34. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy
Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

GENERAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. OPEN RECORDS
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

GENERAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
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 James Yarbrough, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

BID #: B112007
OPEN: 12/28/2010
10:00 AM

SPECIAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to provide portable toilet service for facilities located on Galveston Island and the Mainland, Galveston County Due to the nature of portable toilet service, it is understood that requests for the re-location of these toilets will be made by the County from time-to-time If there are changes associated with these types of movement, the successful vendor shall provide pricing for such on the bid sheet The following are specifications for portable toilet services for the facilities located on Galveston Island and the Mainland, Galveston County

Contractor agrees to assume responsibility for and to make necessary repairs to portable units at no cost to the County of Galveston In addition, individual units are to be anchored to the ground to reduce the potential for tipping over at no additional cost to the County than what is indicated on the bid sheet Contractor also agrees that during instances of inclimate weather conditions, the County is not responsible for re-locating or removal of portable toilets for safety or loss of structure concerns

TERM

Contract will be a one (1) year contract with two (2) one (1) year options to renew

ADA COMPLIANT PORTABLE RESTROOM

Where stated ADA compliant unit, this unit must meet or exceed the specifications of the ADA compliant portable restroom Dispensers and sinks are not a requirement of these restrooms, however, if installed they must adhere to the guidelines set forth in the attached exhibit "C" See exhibit "C" for a detailed description of an ADA compliant portable restroom

LOCATIONS

Specific locations for portable toilet service have been listed by experience for bidding purposes only Locations may change throughout the term of this contract, however, all will remain within the scope of these specifications Any changes of locations will be communicated and agreed upon in writing by both parties

DELIVERY/DELIVERY LOCATIONS

All bid prices are to include freight and delivery to the following locations

Jones Bay – 601 Jones Road, Galveston, Texas 77550

Jack Brooks Park – 5700 FM 2004, Hitchcock, Texas 77563

Elva Lobit Park – 1901 East FM 646, League City, Texas 77573

Walter Hall Park – 807 Highway 3, League City, Texas 77573

BID #: B112007
OPEN: 12/28/2010
10:00 AM

SPECIAL PROVISIONS
PORTABLE TOILET SERVICE GALVESTON & MAINLAND
GALVESTON COUNTY, TEXAS

Carbide Park – 4102 Main Street (FM 519), La Marque, Texas 77568

Bayshore Park – 5437 East FM 646, Bacliff, Texas 77518

Runge Park – 4605 Peck, Santa Fe, Texas 77510

Dickinson Boat Ramp – Highway 3, Dickinson, Texas 77539

Highway 146 Boat Ramp – Highway 146, Bacliff, Texas 77518

Dickinson Stockyard – 7111 Nichols, Dickinson, Texas 77539

Santa Fe Stockyard – 11730 Highway 6, Santa Fe, Texas 77510

Skyline Drive – 8701 Skyline Drive, Texas City, Texas 77590

2601 Loop 197 South, Texas City, Texas 77590

PLEASE NOTE THAT NO MINIMUM OR MAXIMUM NUMBER OF PORTABLE TOILETS IS GUARANTEED GALVESTON COUNTY RESERVES THE RIGHT TO ADD, CHANGE, AND/OR DELETE PORTABLE TOILET SERVICE AT ANY OF ITS LOCATIONS AND AT ANY TIME DURING THE LIFE OF THIS CONTRACT

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price
Galveston County reserves the right to order more or less of this product

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY

Exhibit C

ADA COMPLIANT PORTABLE RESTROOM

ADA GUIDELINES	STANDARD	CODE
CLEAR FLOOR SPACE. TOILET ROOM WATER CLOSETS	48" x 66" (1220mm x 1677mm)	4.22.3 4.16.2
WHEELCHAIR TURNING SPACE. TOILET ROOM	60" (1525 mm) dia.	4.2.3
DOORS-CLEAR WIDTH	32" when open at 90 degrees	4.13.5 4.22.2
DOORS-MANEUVERING CLEARANCE (STRIKE EDGE)	18" (458 mm) minimum 24" 9610 mm) preferred	4.13.6 4.22.2
DOORS-THRESHOLD	N.T.E. 1/2" (13 mm) Shall be bevelled no greater than 2:1	4.13.8 4.22.2
DOOR-HARDWARE	Handles, pulls latches, locks & other devices shall have a shape that is easy to grasp in one hand N.T.E 48" (1220mm) height	4.13.9

ADA GUIDELINES	STANDARD	CODE
DOOR CLOSURES	Sweep period of 3 seconds from open position of 70 degrees to move to a point 3" (75mm) from latch	4.13.10 4.22.2
DOOR OPENING FORCE	Exterior hinged doors…. reserved Interior hinged doors 5lbf (22.2N)	4.13.11 4.22.2
WATER CLOSETS-HEIGHT	Height to top of seat 17" to 19" (430mm to 485mm)	4.16.3 4.22.4
GRAB BARS	Height 33" to 36" (840 to 915mm).	4.16.4 4.26
	Diameter 1 1/4" to 1 1/2" (32 to 38mm)	4.26.2
	Space from wall is 1 1/2" (38mm)	4.26.2

ADA GUIDELINES	STANDARD	CODE
GRAB BARS-STRENGTH	At any given point along the grab. bar(s) & including fasteners & brackets, it must be able to withstand a load of 250 lbf (1112N)	4.16.4 4.26.3
GRAB BARS-SPACING	Grab bar behind water closet min. 36" (915m) long. Grab bar on side wall min. 42" (1065mm) starting 12" (305m) from rear wall for a length of 54" (1370mm)	4.16.4 4.26.2
DISPENSERS	T.P. dispensers shall be installed within reach as	4.16.6

	per code (see next section)	

ADA GUIDELINES	STANDARD	CODE
DISPENSERS (cont.)	Dispensers that control delivery, or that do not permit continuous flow shall not be used	4.16.6
DISPENSERS-CLEAR FLOOR SPACE-SIZE & APPROACE	Minimium clear floor space 30" x 48" (760x1220 mm). Maybe forward or parallel approach. May be part of knee space for other objects.	4.22.7 4.27 4.2.4.1
DISPENSERS-FORWARD REACH	Maximum high forward reach is 48" (1220mm) Minumum low forward reach is 15" (380m)	4.2.5

ADA GUIDELINES	STANDARD	CODE
DISPENSERS-SIDE REACH	Parallel approach maximum height 54"(1370 mm) min-imum low reach is 9"(230mm) from the floor.	4.2.6
SINKS-HEIGHT	Counter or rim not to exceed 34" (865mm)	4.24.1
SINKS-KNEE CLEARANCE	Minimum 27"(686mm)high, 30" (760mm) wide, 19" (485mm) deep und-erneath sinks.	4.24.3
SINKS-DEPTH	Maximum 6 1/2" (165mm) deep.	4.24.4
SINK-CLEAR FLOOR SPACE	Minimum 30" x 48"	4.24.5

LINE ITEM DETAIL

BID #: B112007
OPEN: 12/28/2010
10:00 AM

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	93484	JONES BAY BOAT RAMP (AT FAT BOY'S BAIT CAMP) 601 JONES LAKE ROAD (BENEATH SANTA FE OVERPASS) 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0002	93484	JACK BROOKS PARK (AT ARCHERY RANGE) 5700 FM 2004, HITCHCOCK, 1 ADA COMPLIANT UNIT SERVICED ON WEDNESDAY'S ONLY YEAR ROUND	12	MO	_____	$_____	$_____
0003	93484	JACK BROOKS PARK 5700 FM 2004, HITCHCOCK DISC GOLF COURSE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0004	93484	JACK BROOKS PARK (NEAR KITTY HAWK FLYING FIELD) 5700 FM 2004 HITCHCOCK 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____

LINE ITEM DETAIL

BID #: B112007
OPEN: 12/28/2010
10:00 AM

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	93484	ELVA LOBIT PARK 1901 EAST FM 646 LEAGUE CITY, TEXAS 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0006	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CITY 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0007	93484	WALTER HALL PARK - 807 HWY 3 LEAGUE CITY (NEAR BALLFIELD) - 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0008	93484	CARBIDE PARK - 4102 MAIN STREET, LAMARQUE 1 REGULAR UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0009	93484	CARBIDE PARK - 4102 MAIN STREET, LAMARQUE 2 ADA COMPLIANT UNITS SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0010	93484	BAYSHORE PARK BALLFIELD (EAST OF SPILLWAY) 5437 EAST FM 646 - 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____

LINE ITEM DETAIL

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

BID #: B112007
OPEN: 12/28/2010
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0011	93484	DICKINSON BOAT RAMP HWY 3 - DICKINSON 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO	_____	$_____	$_____
0012	93484	HWY 146 BOAT RAMP - HWY 146, BACLIFF 1 ADA COMPLIANT UNIT SERVICED WEEKLY YEAR ROUND (ANCHORED)	12	MO	_____	$_____	$_____
0013	93484	RUNGE PARK - 4605 PECK, SANTA FE 1 ADA COMPLIANT UNIT SERVICED TWICE WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0014	93484	DICKINSON STOCKYARD - 7111 NICHOLS 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0015	93484	SANTA FE STOCKYARD - 11730 HWY 6 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0016	93484	SKYLINE DRIVE - 8701 SKYLINE DRIVE TEXAS CITY - ONE REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____

LINE ITEM DETAIL

BID #: B112007
OPEN: 12/28/2010
10:00 AM

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0017	93484	2601 LOOP 197 SOUTH, TEXAS CITY 1 REGULAR UNIT SERVICED WEEKLY YEAR ROUND	12	MO	_____	$_____	$_____
0018	93484	CHARGE FOR RELOCATING ADA COMPLIANT UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	12	MO	_____	$_____	$_____
0019	93484	CHARGE FOR RELOCATING REGULAR UNIT(S) AFTER INITIAL INSTALL (INCLUDES RE-ANCHORING IF REQUIRED)	1	EA	_____	$_____	$_____

Extended Price Total of all Item $_____

BID #: B112007
OPEN: 12/28/2010
10:00 AM

BID SHEET

PORTABLE TOILET SERVICE MAINLAND & GALVESTON

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $_____

OPTIONS TO RENEV 2 Extensions/1 Year Options

_____
WITNESS

_____
COMPANY NAME

_____
DATE

_____
AUTHORIZED REPRESENTATIVE'S SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
CORRESPONDENCE ADDRESS

_____
REMIT ADDRESS

_____
CITY, STATE ZIP CODE

_____
CITY, STATE ZIP CODE

_____
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

_____
TELEPHONE NUMBER

_____
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

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: **CM11069**

Invitation to Bid Number: **BID# B112007 – Portable Toilet Service Mainland and Galveston**

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 **January 29, 2012.**

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: **C. Johnnie on The Spot**

Awarded as to addendum(s) (if applicable):

Addendum No 1: ( ) yes ( ) no ( ) n.a.
Addendum No 2 ( ) yes ( ) no ( ) n a
Addendum No 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required. ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

C. Johnny on the Spot
P.O. Box 1583
Dickinson, TX 77627

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the effective 30 day of January, 2011.

Contractor:

C. Johnson The Spot Inc.

By: **Date:**

12/27/10

Galveston County

By: **Date:**

1/19/11

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #22g

THE COUNTY OF GALVESTON
COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 11, 2011

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

Re: Bid #B112008, Recycled Crushed Concrete

Gentlemen,

On December 28, 2010 bids were opened for Bid #B112008, Recycled Crushed Concrete, at which time three (3) bids were received The lowest responsible bid was received from Southern Crushed Concrete

The Road Administrator and I recommend that you award this bid to Southern Crushed Concrete

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date. December 30, 2010

To. Rufus Crowder, Purchasing Agent

From Layne Harding, Road Administrator

Re **Bid# B112008 – Recycled Crushed Concrete**

LH/ds

I recommend awarding the above bid to the low bidder, Southern Crushed Concrete.

Thank you for your assistance in obtaining this bid

LH/djs

BID RESPONSE TABULATION
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

BID #: B112008
OPEN. 12/28/2010
10:30 AM

Item	Product Cod	Description	Quantity	Units	Vendor. 408831 SOUTHERN CRUSHED CONCRE		Vendor 410729 CHERRY CRUSHED CONCRETE		Vendor 712987 COASTAL CRUSHED CONCRETI	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	75035	SANTA FE FOB JOBSITE	1	TN	13 80	13 80	16 42	16 42	15 00	15 00
0002	75035	DELIVER TO SANTA FE STOCKPILE	1	TN	13 80	13 80	16 42	16 42	13 90	13 90
0003	75035	DICKINSON FOB JOBSITE	1	TN	13 80	13 80	16 22	16 22	14 55	14 55
0004	75035	DELIVER TO DICKINSON STOCKPILE	1	TN	13 80	13 80	16 22	16 22	14 25	14 25
0005	75035	BOLIVAR FOB JOBSITE	1	TN	16 65	16 65	20 62	20 62	16 25	16 25
0006	75035	DELIVER TO BOLIVAR STOCKPILE	1	TN	16 65	16 65	20 62	20 62	16 00	16 00
				Total of all Items		**88.50**		**106.52**		**89.95**

BID #: B112008
OPEN: 12/28/2010
10:30 AM

BID SHEET

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 106.52

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

Cherry Crushed Concrete
COMPANY NAME

12/27/10
DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mary Sparks
PRINTED NAME

Sales Manager
TITLE

6131 Selinsky
CORRESPONDENCE ADDRESS

Houston Texas 77048
CITY, STATE ZIP CODE

76-0532691
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

6131 Selinsky
REMIT ADDRESS

Houston TX 77048
CITY, STATE ZIP CODE

713-436-0990
TELEPHONE NUMBER

713-436-0391
FAX NUMBER

ADDENDUM'S RECEIVED #1 X #2 ____ #3 ____

LINE ITEM DETAIL

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

BID #: B112008
OPEN: 12/28/2010
10:30 AM

VENDOR ID 410729 CHERRY CRUSHED CONCRETE INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	75035	SANTA FE FOB JOBSITE	1	TN	B112008	$ 16.42	$ 16.42
0002	75035	DELIVER TO SANTA FE STOCKPILE	1	TN	B112008	$ 16.42	$ 16.42
0003	75035	DICKINSON FOB JOBSITE	1	TN	B112008	$ 16.22	$ 16.22
0004	75035	DELIVER TO DICKINSON STOCKPILE	1	TN	B112008	$ 16.22	$ 16.22
0005	75035	BOLIVAR FOB JOBSITE	1	TN	B112008	$ 20.62	$ 20.62
0006	75035	DELIVER TO BOLIVAR STOCKPILE	1	TN	B112008	$ 20.62	$ 20.62

Extended Price Total of all Item $ 106.52

BID #: B112008
OPEN: 12/28/2010
10:30 AM

BID SHEET

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 89.95

OPTIONS TO RENEW 2 Extensions/1 Year Options

[illegible] E. [illegible]
WITNESS

12/27/10
DATE

Coastal Crushed Concrete, LLC
COMPANY NAME

Cindy Bulger
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Cindy Bulger
PRINTED NAME

manager
TITLE

9026 Lambright
CORRESPONDENCE ADDRESS

Houston, TX 77075
CITY, STATE ZIP CODE

36-4579149
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

9026 Lambright
REMIT ADDRESS

Houston, TX 77075
CITY, STATE ZIP CODE

713 941-3232
TELEPHONE NUMBER

713 941-9660
FAX NUMBER

ADDENDUM'S RECEIVED #1 CB #2 ____ #3 ____

LINE ITEM DETAIL

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

BID #: B112008
OPEN: 12/28/2010
10:30 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	75035	SANTA FE FOB JOBSITE	1	TN		$ 15.00	$ 15.00
0002	75035	DELIVER TO SANTA FE STOCKPILE	1	TN		$ 13.90	$ 13.90
0003	75035	DICKINSON FOB JOBSITE	1	TN		$ 14.55	$ 14.55
0004	75035	DELIVER TO DICKINSON STOCKPILE	1	TN		$ 14.25	$ 14.25
0005	75035	BOLIVAR FOB JOBSITE	1	TN		$ 16.25	$ 16.25
0006	75035	DELIVER TO BOLIVAR STOCKPILE	1	TN		$ 16.00	$ 16.00
						Extended Price Total of all Item	$ 89.95

BID #: B112008
OPEN: 12/28/2010
10:30 AM

BID SHEET

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 88.50

OPTIONS TO RENEV 2 Extensions/1 Year Options

Jim Mullen
WITNESS

12-21-10
DATE

Southern Crushed Concrete LLC
COMPANY NAME

Scott Brady
AUTHORIZED REPRESENTATIVES SIGNATURE

Scott Brady
PRINTED NAME

Sales
TITLE

14329 Chrisman Rd.
CORRESPONDENCE ADDRESS

Houston. TX 77039
CITY, STATE ZIP CODE

76-0414009
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

14329 Chrisman Rd.
REMIT ADDRESS

Houston, TX 77039
CITY, STATE ZIP CODE

281-987-8789
TELEPHONE NUMBER

FAX NUMBER

ADDENDUM'S RECEIVED #1 ✓ #2____ #3____

LINE ITEM DETAIL

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

BID #: B112008
OPEN: 12/28/2010
10:30 AM

VENDOR ID 408831 SOUTHERN CRUSHED CONCRETE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	75035	SANTA FE FOB JOBSITE	1	TN	001	$ 13.80 per ton	$ 13.80
0002	75035	DELIVER TO SANTA FE STOCKPILE	1	TN	001	$ 13.80 per ton	$ 13.80
0003	75035	DICKINSON FOB JOBSITE	1	TN	001	$ 13.80 per ton	$ 13.80
0004	75035	DELIVER TO DICKINSON STOCKPILE	1	TN	001	$ 13.80 per ton	$ 13.80
0005	75035	BOLIVAR FOB JOBSITE	1	TN	001	$ 16.65 per ton	$ 16.65
0006	75035	DELIVER TO BOLIVAR STOCKPILE	1	TN	001	$ 16.65 per ton	$ 16.65
						Extended Price Total of all Item	$ 88.50

BID #: B112008
OPEN: 12/28/2010
10:30 AM

INVITATION TO BID
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until on and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **10:30 AM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B112008
RECYCLED CRUSHED CONCRETE

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be lump sum or as noted on bid sheet

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your proposal

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc), vendor is to be paid via Galveston County's normal accounts payable process

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

Rufus Crowder, CPPB
Purchasing Agent
Galveston County

BID#: B112008
OPEN: 12/28/2010
10:30 AM

GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in ***sets of five (5) one (1) original and four (4) copies*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Invitation to Bid must be submitted in writing to.

Rufus G Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax. (409) 621-7987
E-mail: rufus crowder@co galveston tx us

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response.

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a bid If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

5. **REJECTION OF BIDS**
The County, acting through its Commissioners' Court reserves the right to. (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein.

6. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**
It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. **SUBSTITUTES**
It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

8. **EXCEPTIONS TO BID**
The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

9. **PRICING**
Bids will be either lump sum or unit prices as shown on the bid sheet The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10. **PROCUREMENT CARD**
The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal.

11. **TAX EXEMPTION**
Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this

GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http / www window state tx us/

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole; to reject any and all bids, to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the County.

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

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All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement

County reserves the right to terminate this contract immediately in the event bidder·

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted bid and the contract

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

GENERAL PROVISIONS
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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
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28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids

29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

GENERAL PROVISIONS
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If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston tx us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http //www ethics state tx us/whatsnew/conflict_forms htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set fourth in this contract has no force or effect Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

GENERAL PROVISIONS
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33. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

34. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy
Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

GENERAL PROVISIONS
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GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

GENERAL PROVISIONS
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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 James Yarbrough, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

BID #: B112008
OPEN: 12/28/2010
10:30 AM

SPECIAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply Recycled Crushed concrete to various locations within the County

The material shall conform to Texas Highway Department Item #249, Type A, Grade 1, and when properly slaked and tested by standard T.H D laboratory methods, the flexible base material shall meet the following requirements

Retained on 1 ¾" Sieve 0%

Retained on 7/8" Sieve. 10 to 35%

Retained on 3/8" Sieve 30 to 50%

Retained on No 4 Sieve .45 to 65%

Retained on No. 40 Sieve .70 to 85%

Material passing the No. 40 Sieve shall be known as "Soil Binder" and shall meet the following requirements when prepared in accordance with Texas Method Tex-101-E procedures.

The liquid limit shall not exceed... 35

PATTERNING TECHNIQUE TECHNOWEAVE II

The plasticity index shall not exceed. 10

PATTERN REPEAT 7/16" W X 7/16" L approximate

The material shall have a Wet Ball Mill Value not exceeding 40 when tested in accordance with T H.D standard laboratory test Tex-116-E Unless otherwise shown the increase in soil binder resulting from this test shall not exceed 20

GAUGE· 1/10 (3 94 rows/cm)

Any questions regarding the specifications should be directed to the County Road Department at (281) 534-4152. Questions regarding bidding procedures should be directed to Rufus Crowder, Purchasing Agent at (409) 770-5371

MEASUREMENT AND PAYMENT

TUTLED STITCHES PER INCH 13

Measurement and payments shall be per ton delivered to jobsite based on truck scale weights with State certified scales.

BID #: B112008
OPEN: 12/28/2010
10:30 AM

SPECIAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

YARN WEIGHT 26 oz /sq Yd (882 grams/m2)

Payment will be made on this basis per ton delivered to the job site or to a designated County stockpile

APPROXIMATE QUANTITY

This bid will be for Galveston County's requirements for a twelve (12) month period with an anticipated minimum of 20,000 tons of material The County reserves the right to add to this quantity up to 25% for total delivery There is no minimum or Maximum purchase guarantee

TERM

The contract awarded under these specifications will be for a one (1) year period with a renewal for two (2) years in one (1) year increments, exercisable at the sole discretion of the County Galveston County shall provide written notice of its intent to exercise its renewal option at least 30 days prior to the anniversary date of the Contract.

REJECTION AND ACCEPTANCE OF BIDS

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.

A County Lot – 5101 Avenue H, Santa Fe, Texas 77510

B County Lot – Deats Road @ Nichols Street, Dickinson, Texas 77539

C County Lot – 7Th and Broadway, Port Bolivar, Texas 77650

ORDERING AND PURCHSING

The County is expected to order no less than 100 tons of crushed concrete at any one time for delivery at a specific location. This material shall be delivered to a designated County site from the supplies stockpile, whereby certified truck scales will prevail for payment.

BID #: B112008
OPEN: 12/28/2010
10:30 AM

SPECIAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

COST

The unit price per ton submitted by the bidder shall include all cost to the County, including the material, delivery, current freight rate, State tax, or any other cost. The only additional cost to Galveston County that will be considered are increases in freight rates that are uncontrollable by the supplier during the period of the time of the fulfillment of the contract. If satisfactory evidence is given to the County Purchasing Agent from the freight company that freight rates did increase, the County will pay such increase Likewise, should such freight rates decrease, credit shall be given to the County

Railroad freight waybills will apply for payment or truck scales, if at stockpile site The bid prices above shall include the material, delivery, current freight rate, State tax or any other tax (if any).

PLEASE NOTE THAT ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY

LINE ITEM DETAIL

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

BID #. B112008
OPEN: 12/28/2010
10:30 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	75035	SANTA FE FOB JOBSITE	1	TN	_____	$_____	$_____
0002	75035	DELIVER TO SANTA FE STOCKPILE	1	TN	_____	$_____	$_____
0003	75035	DICKINSON FOB JOBSITE	1	TN	_____	$_____	$_____
0004	75035	DELIVER TO DICKINSON STOCKPILE	1	TN	_____	$_____	$_____
0005	75035	BOLIVAR FOB JOBSITE	1	TN	_____	$_____	$_____
0006	75035	DELIVER TO BOLIVAR STOCKPILE	1	TN	_____	$_____	$_____

Extended Price Total of all Iten $_____

BID #: B112008
OPEN: 12/28/2010
10:30 AM

BID SHEET

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $_____

OPTIONS TO RENEV 2 Extensions/1 Year Options

_____
WITNESS

_____
COMPANY NAME

_____
DATE

_____
AUTHORIZED REPRESENTATIVE'S SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
CORRESPONDENCE ADDRESS

_____
REMIT ADDRESS

_____
CITY, STATE ZIP CODE

_____
CITY, STATE ZIP CODE

_____
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

_____
TELEPHONE NUMBER

_____
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

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: **CM11070**

Invitation to Bid Number: **BID# B112008 – Recycled Crushed Concrete**

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 **January 18, 2012.**

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: **Southern Crushed Concrete, LLC**

Awarded as to addendum(s) (if applicable):

Addendum No. 1 ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No 3: ( ) yes ( ) no ( ) n a

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Southern Crushed Concrete LLC

County and Contractor agree as follows:

1 **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 19 day of January, 2011.

Contractor:

Southern Crushed Concrete LLC

By: Scott Brady

Date: 12-21-10

Galveston County

By:

Mark A. Henry, County Judge

Date: 1/19/11

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #22h

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 12, 2011

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

Re: Various Heavy Equipment for Road & Bridge Department
Bid #B111009 Hot Rubber Crack Sealing Machine
Bid #B111014 Vibratory Soil Compactor/Steel Wheel Roller
Bid #B111018 6-8 Yard Dump Truck
Bid#B111019 Rubber Tire Roller
Bid #B111020 Beach Tractor/Loader – 80 HP
Bid #B111022 Slope Mower

Gentlemen,

On, January 6, 2011, the aforementioned bids were opened for Heavy Equipment for the Road & Bridge Department

After review of the submittals by the Road Administrator and myself, it is recommended that consideration for award be given to the lowest, most responsible companies listed below

Bid#	Description	Awarded Vendor	Total
B111009	Hot Rubber Crack Sealing Machine	Tacot, Inc., dba Sealmaster (Houston, TX)	$ 48,206 00
B111014	Vibratory Soil Compactor/Steel Wheel Roller	Hi-Way Equipment, LLC (Houston, TX)	$ 80,191 00
B111018	6-8 Yard Dump Truck (2 trucks)	Chastang Ford (Houston, TX)	$127,996 00
B111019	Rubber Tire Roller	Mustang Machinery Company (Houston, TX)	$ 65,000 00
B111020	Beach Tractor/Loader-80HP	Hi-Way Equipment, LLC (Houston, TX)	$ 68,750 00
B111022	Slope Mower	Brookside Equipment Sales (League City, TX)	$ 82,882 00

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: January 7, 2011

To: Rufus Crowder, Purchasing Agent

From. Layne Harding, Road Administrator L.H.

Re: **Bid# B111009 – Hot Rubber Crack Sealing Machine**

I recommend awarding the above bid to the low bidder, Tacot, Inc. dba Sealmaster, for the base bid unit price of $44,950 plus the alternative upgrade to the TR260 for a total cost of $48,206.

Our approved budget amount for this item was $60,000 and the budget account is 2301312120-5746010

Thank you for your assistance in obtaining this bid.

LH/djs

cc. Charles Langford

BID RESPONSE TABULATION
HOT RUBBER CRACK SEALING MACHINE
GALVESTON COUNTY, TEXAS

BID #: B111009
OPEN: 01/06/2011
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 055012 R B EVERETT & CO		Vendor. 713003 TACOT INC		Vendor 713006 CRAFCO TEXAS INC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	96748	HOT RUBBER CRACK SEALING MACHINE	1 00	EA	53,520 00	53,520 00	44,950 00	44,950 00	52,400 00	52,400 00
0002	96748	UPGRADE TO FULL SIZD 260 GALLON MELTE 260	1 00	EA	0 00	0 00	3,256 00	3,256 00	0 00	0 00
				Total of all Items		**53,520.00**		**48,206.00**		**52,400.00**

BID #· B111009
OPEN·

BID SHEET

HOT RUBBER CRACK SEALING MACHINE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 44,950.00

OPTIONS TO RENEV No Extensions/Non-Applicable

W. [illegible]
WITNESS

1/6/11
DATE

TACOT, Inc dba SealMaster
COMPANY NAME

Bry[illegible]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Bryan D Peterson
PRINTED NAME

Vice President
TITLE

14435 I-10 E Fwy
CORRESPONDENCE ADDRESS

Houston, TX 77015-6463
CITY, STATE ZIP CODE

32042354160
01-0976646
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

14435 I-10 E Fwy
REMIT ADDRESS

Houston, TX 77015-6463
CITY, STATE ZIP CODE

713.453.7325
TELEPHONE NUMBER

713.453.7326
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BID #: B111009
OPEN·

HOT RUBBER CRACK SEALING MACHINE

GALVESTON COUNTY, TEXAS

VENDOR II: TACOT, Inc dba SealMaster Houston

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96748	HOT RUBBER CRACK SEALING MACHINE	1	EA	TR 125	$	$
					Extended Price Total of all Item		$ 44,950.00

Up grade to full size 1000CFM air compressor, add $4,352.00

Up grade to full size 260 gal melter, TR 260, add $3,256.00

BID #: B111009
OPEN:

BID SHEET

HOT RUBBER CRACK SEALING MACHINE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 52,400.00

OPTIONS TO RENEV No Extensions/Non-Applicable

Ana B Ortiz
WITNESS

1-4-11
DATE

Crafco Texas, Inc.
COMPANY NAME

William T Frerichs
AUTHORIZED REPRESENTATIVE'S SIGNATURE

William T. Frerichs
PRINTED NAME

President
TITLE

105 Tower Drive
CORRESPONDENCE ADDRESS

San Antonio, Texas 89232
CITY, STATE ZIP CODE

1-742277962-3
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Same
REMIT ADDRESS

CITY, STATE ZIP CODE

(210) 496-2070
TELEPHONE NUMBER

(210) 496-2732
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

HOT RUBBER CRACK SEALING MACHINE

GALVESTON COUNTY, TEXAS

BID #: B111009
OPEN:

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96748	HOT RUBBER CRACK SEALING MACHINE	1	EA	46100EC70	$52,400.00	$52,400.00

Extended Price Total of all Item $52,400.00

BID #: B111009
OPEN:

BID SHEET

HOT RUBBER CRACK SEALING MACHINE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following:

LINE ITEM TOTAL $ 53,520.00

OPTIONS TO RENEV No Extensions/Non-Applicable

Rita Webb
WITNESS Rita Webb, Corp. Secretary

JANUARY 4, 2011
DATE

R. B. EVERETT & COMPANY
COMPANY NAME

Dean Henderson
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DEAN HENDERSON
PRINTED NAME

VICE PRESIDENT
TITLE

P. O. BOX 7300
CORRESPONDENCE ADDRESS

PASADENA, TEXAS 77508
CITY, STATE ZIP CODE

74-0615140
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P. O. BOX 7300
REMIT ADDRESS

PASADENA, TEXAS 77508
CITY, STATE ZIP CODE

281-991-8161
TELEPHONE NUMBER

281-991-5967
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BID #: B111009
OPEN:

HOT RUBBER CRACK SEALING MACHINE

GALVESTON COUNTY, TEXAS

VENDOR ID 055012 R B EVERETT & CO

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96748	HOT RUBBER CRACK SEALING MACHINE	1	EA	110DHRV	$53,520.00	$53,520.00
					Extended Price Total of all Item		$53,520.00

AGENDA ITEM #22i

THE COUNTY OF GALVESTON

RUFUS CROWDER CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 12, 2011

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

Re: Various Heavy Equipment for Road & Bridge Department
Bid #B111009 Hot Rubber Crack Sealing Machine
Bid #B111014 Vibratory Soil Compactor/Steel Wheel Roller
Bid #B111018 6-8 Yard Dump Truck
Bid#B111019 Rubber Tire Roller
Bid #B111020 Beach Tractor/Loader – 80 HP
Bid #B111022 Slope Mower

Gentlemen,

On, January 6, 2011, the aforementioned bids were opened for Heavy Equipment for the Road & Bridge Department

After review of the submittals by the Road Administrator and myself, it is recommended that consideration for award be given to the lowest, most responsible companies listed below

Bid#	Description	Awarded Vendor	Total
B111009	Hot Rubber Crack Sealing Machine	Tacot, Inc , dba Sealmaster (Houston, TX)	$ 48,206 00
B111014	Vibratory Soil Compactor/Steel Wheel Roller	Hi-Way Equipment, LLC (Houston, TX)	$ 80,191 00
B111018	6-8 Yard Dump Truck (2 trucks)	Chastang Ford (Houston, TX)	$127,996 00
B111019	Rubber Tire Roller	Mustang Machinery Company (Houston, TX)	$ 65,000 00
B111020	Beach Tractor/Loader-80HP	Hi-Way Equipment, LLC (Houston, TX)	$ 68,750 00
B111022	Slope Mower	Brookside Equipment Sales (League City, TX)	$ 82,882 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: January 6, 2011

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B111018 – 6-8 Yard Dump Truck**

I recommend awarding the above bid to the low bidder, Chastang Ford, for a bid total price of $127,996 for two trucks Our approved budget amount for the two units was $130,000 and the budget account is 2370296100-5746010.

Thank you for your assistance in obtaining this bid.

LH/djs

cc Charles Langford

BID RESPONSE TABULATION
6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE
GALVESTON COUNTY, TEXAS

BID #: B111018
OPEN: 01/06/2011
10:30 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 708156 RUSH TRUCK CENTER		Vendor 708367 SAM PACK'S FIVE STAR FORD		Vendor: 709817 GRANDE TRUCK CENTER	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1 00	EA	74,189 00	74,189 00	59,961 00	59,961 00	65,398 00	65,398 00
0002	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1.00	EA	74,189 00	74,189 00	59,961 00	59,961.00	65,398 00	65,398 00
				Total of all Items		**148,378.00**		**119,922.00**		**130,796.00**

BID RESPONSE TABULATION
6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE
GALVESTON COUNTY, TEXAS

BID #: B111018
OPEN: 01/06/2011
10:30 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 704696 TOMMIE VAUGHN MOTORS IN(		Vendor: 705934 CHASTANGS ENTERPRISES		Vendor: 706495 HOUSTON FREIGHTLINER STE	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1 00	EA	66,997 00	66,997 00	63,998 00	63,998.00	65,409 00	65,409 00
0002	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1 00	EA	66,997 00	66,997 00	63,998 00	63,998.00	65,409 00	65,409 00
				Total of all Items		**133,994.00**		**127,996.00**		**130,818.00**

ORIGINAL
COPY # 4

BID SHEET

BID #: B11 1018
OPEN: 01/06/2011
10:30 AM

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ $127,996

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

1/5/11
DATE

CHASTANG Ford
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Edward M Miller
PRINTED NAME

Fleet Sales
TITLE

6200 N Loop E
CORRESPONDENCE ADDRESS

Houston, Tx 77026
CITY, STATE ZIP CODE

76-0423419
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 21127
REMIT ADDRESS

Houston, Tx 77226-1127
CITY, STATE ZIP CODE

713-678-5000
TELEPHONE NUMBER

713-678-5001
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

BID #: B111018
OPEN: 01/06/2011
10:30 AM

VENDOR ID 705934 CHASTANGS ENTERPRISES

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	2011 F750	$ 63998	$ 63998
0002	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	2011F750	$ 63998	$ 63998
					Extended Price Total of all Item		$ 127,996

BID #: B111018
OPEN: 01/06/2011
10:30 AM

BID SHEET

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 119,922.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

DATE 1/5/10

Sam Pack's Five Star Ford
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Alan Rosner
PRINTED NAME

Director - Fleet & Gov't Sales
TITLE

1635 35E
CORRESPONDENCE ADDRESS

Cedar Hill TX 75106
CITY, STATE ZIP CODE

75-100 7322
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Same
REMIT ADDRESS

CITY, STATE ZIP CODE

888-835-3389
TELEPHONE NUMBER

972-245-5278
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

BID #: B111018
OPEN: 01/06/2011
10:30 AM

VENDOR ID 708367 SAM PACK'S FIVE STAR FORD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	F-750	$ 59,961	$ 59,961
0002	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	F-750	$ 59,961	$ 59,961
						Extended Price Total of all Item	$ 119,922 00

COPY

BID # B111018
OPEN 01/06/2011
10 30 AM

BID SHEET

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 130,818.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

1-4-2011
DATE

HOUSTON FREIGHTLINER, INC
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

MICHAEL F. MCCARTHY
PRINTED NAME

ACCOUNT MANAGER
TITLE

9550 NORTH LOOP EAST
CORRESPONDENCE ADDRESS

HOUSTON TX 77029
CITY, STATE ZIP CODE

93-1000928
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

9550 NORTH LOOP EAST
REMIT ADDRESS

HOUSTON TX 77029
CITY, STATE ZIP CODE

713-580-8122
TELEPHONE NUMBER

713-636-1603
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

BID # B111018
OPEN 01/06/2011
10:30 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	M2-106	$ 65,409	$ 65,409
0002	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	M2-106	$ 65,409	$ 65,409

Extended Price Total of all Item $ 130,818.00

BID #: B111018
OPEN: 01/06/2011
10:30 AM

BID SHEET

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 133,994.

OPTIONS TO RENEV 2 Extensions/1 Year Options

Helen Hart
WITNESS

12/31/2010
DATE

TOMMIE VAUGHN MOTORS INC
COMPANY NAME

Gary E Jacobs
AUTHORIZED REPRESENTATIVE'S SIGNATURE

GARY E JACOBS
PRINTED NAME

COMM & GOVT FLEET MGR
TITLE

(SAME)
CORRESPONDENCE ADDRESS

"
CITY, STATE ZIP CODE

74-1052658
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1145 N. SHEPHERD DR.
REMIT ADDRESS

HOUSTON, TX 77008
CITY, STATE ZIP CODE

713-802-6645
TELEPHONE NUMBER

713-869-8221
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

BID #: B111018
OPEN: 01/06/2011
10:30 AM

VENDOR ID 704696 TOMMIE VAUGHN MOTORS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	2011 FORD F750 (F7F)	$ 66,997.	$ 66,997.
0002	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	"	$ 66,997.	$ 66,997.
					Extended Price Total of all Item		$ 133,994.

*OPTIONS TO CONSIDER:

1. CONVEX SPOTTER MIRRORS $42. each veh

2. VOLTMETER (OVERHEAD) $83. each veh
(NO LONGER STD - REPLACED IN INSTR. CLUSTER BY DEF GUAGE)

BID #: B111018
OPEN: 01/06/2011
10:30 AM

BID SHEET

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following·

LINE ITEM TOTAL $ 148,378.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Shirley Barringer
WITNESS

January 6, 2011
DATE

Rush Truck Centers of Texas L.P.
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Charles Plouse
PRINTED NAME

Account Manager
TITLE

10200 N. Loop East
CORRESPONDENCE ADDRESS

Houston, Texas 77029
CITY, STATE ZIP CODE

79-0423419
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

10200 N. Loop East
REMIT ADDRESS

Houston, Texas 77029
CITY, STATE ZIP CODE

713-495-6304
TELEPHONE NUMBER

713-695-9620
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

BID #: B111018
OPEN: 01/06/2011
10:30 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	Peterbilt 337 W/Davis FMR 6-10	$74,189.00	$74,189.00
0002	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	Peterbilt 337 W/Davis FMT 6-10	$74,189.00	$74,189.00
		We meet and/or Exceed specifications				Extended Price Total of all Item	$ 148,378.00

BID #: B111018
OPEN: 01/06/2011
10:30 AM

BID SHEET

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 130,796.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Monica L Alvarado
WITNESS

1-5-2011
DATE

Grande Truck Center
COMPANY NAME

Keith Shoffstall
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Keith Shoffstall
PRINTED NAME

Sales
TITLE

P.O. Box 201210
CORRESPONDENCE ADDRESS

P.O. Box 201210
REMIT ADDRESS

San Antonio, TX 78220
CITY, STATE ZIP CODE

San Antonio, TX 78220
CITY, STATE ZIP CODE

74-1586422
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

210-666-7112
TELEPHONE NUMBER

210-666-7216
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

BID #: B111018
OPEN: 01/06/2011
10:30 AM

VENDOR IE

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	Ford F750	$ 65,398.00	$ 65,398.00
0002	99836	6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE	1	EA	Ford F750	$ 65,398.00	$ 65,398.00
						Extended Price Total of all Item	$ 130,796.00

AGENDA ITEM #22j

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 12, 2011

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

Re: Various Heavy Equipment for Road & Bridge Department
Bid #B111009 Hot Rubber Crack Sealing Machine
Bid #B111014 Vibratory Soil Compactor/Steel Wheel Roller
Bid #B111018 6-8 Yard Dump Truck
Bid#B111019 Rubber Tire Roller
Bid #B111020 Beach Tractor/Loader – 80 HP
Bid #B111022 Slope Mower

Gentlemen,

On, January 6, 2011, the aforementioned bids were opened for Heavy Equipment for the Road & Bridge Department

After review of the submittals by the Road Administrator and myself, it is recommended that consideration for award be given to the lowest, most responsible companies listed below

Bid#	Description	Awarded Vendor	Total
B111009	Hot Rubber Crack Sealing Machine	Tacot, Inc , dba Sealmaster (Houston, TX)	$ 48,206 00
B111014	Vibratory Soil Compactor/Steel Wheel Roller	Hi-Way Equipment, LLC (Houston, TX)	$ 80,191 00
B111018	6-8 Yard Dump Truck (2 trucks)	Chastang Ford (Houston, TX)	$127,996 00
B111019	Rubber Tire Roller	Mustang Machinery Company (Houston, TX)	$ 65,000 00
B111020	Beach Tractor/Loader-80HP	Hi-Way Equipment, LLC (Houston, TX)	$ 68,750 00
B111022	Slope Mower	Brookside Equipment Sales (League City, TX)	$ 82,882 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date January 6, 2011

To· Rufus Crowder, Purchasing Agent

From. Layne Harding, Road Administrator

Re· **Bid# B111019 – Rubber Tire Roller**

I recommend awarding the above bid to the low bidder, Mustang CAT, for the bid unit price of $65,000 00. Our approved budget amount for this unit was $68,000 and the budget account is 2301312120-5746010.

Thank you for your assistance in obtaining this bid

LH/djs

cc Charles Langford

BID RESPONSE TABULATION
RUBBER TIRE ROLLER
GALVESTON COUNTY, TEXAS

BID #: B111019
OPEN: 01/06/2011
10:00 AM

					Vendor: 055012 R B EVERETT & CO		Vendor 710193 HI-WAY EQUIPMENT COMPAN		Vendor 710899 MUSTANG MACHINERY COMP	
Item	**Product Cod**	**Description**	**Quantity**	**Units**	**Unit Price**	**Extended**	**Unit Price**	**Extended**	**Unit Price**	**Extended**
0001	99836	2011 RUBBER TIRE ROLLER	1 00	EA	128,740 00	128,740 00	124,609 00	124,609 00	65,000 00	65,000.00
				Total of all Items		**128,740.00**		**124,609.00**		**65,000.00**

BID #: B111019
OPEN: 01/06/2011
10:00 AM

BID SHEET

RUBBER TIRE ROLLER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 65,000

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

DATE 1-5-11

MUSTANG CAT
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

MATT MIGNEREY
PRINTED NAME

SALES REP
TITLE

12800 NORTHWEST FWY
CORRESPONDENCE ADDRESS

HOUSTON, TX 77040
CITY, STATE ZIP CODE

20-0421611
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

12800 NORTHWEST FWY
REMIT ADDRESS

HOUSTON, TX 77040
CITY, STATE ZIP CODE

(713) 818-5507
TELEPHONE NUMBER

(409) 935-7475
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

RUBBER TIRE ROLLER

GALVESTON COUNTY, TEXAS

BID # B111019
OPEN: 01/06/2011
10:00 AM

VENDOR ID 404669 MUSTANG TRACTOR & EQUIPMENT CO

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	2011 RUBBER TIRE ROLLER	1	EA		$ 65,000	$ 65,000

Extended Price Total of all Item $ 65,000

BID #: B111019
OPEN: 01/06/2011
10:00 AM

BID SHEET

RUBBER TIRE ROLLER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 128,740.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Rita Webb
WITNESS Rita Webb, Corp. Secretary

1/5/11
DATE

R. B. EVERETT & COMPANY
COMPANY NAME

Dean Henderson
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DEAN HENDERSON
PRINTED NAME

VICE PRESIDENT
TITLE

P. O. BOX 7300
CORRESPONDENCE ADDRESS

PASADENA, TEXAS 77508
CITY, STATE ZIP CODE

74-0615140
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P. O. BOX 7300
REMIT ADDRESS

PASADENA, TEXAS 77508
CITY, STATE ZIP CODE

281-991-8161
TELEPHONE NUMBER

281-991-5967
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

RUBBER TIRE ROLLER

GALVESTON COUNTY, TEXAS

BID #: B111019
OPEN: 01/06/2011
10:00 AM

VENDOR ID 055012 R B EVERETT & CO

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	2011 RUBBER TIRE ROLLER	1	EA	CP274	$128,740.00	$ 128,740.00
					Extended Price Total of all Iten		$ 128,740.00

BID #: B111019
OPEN: 01/06/2011
10:00 AM

BID SHEET

RUBBER TIRE ROLLER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 124,600.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Daniel Black
WITNESS

HI-WAY EQUIPMENT, LLC
COMPANY NAME

1/5/2011
DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

FRANK PRIDDY
PRINTED NAME

SALES REPRESENTATIVE
TITLE

6203 LONG DR.
CORRESPONDENCE ADDRESS

P.O. BOX 849732
REMIT ADDRESS

HOUSTON, TX 77087
CITY, STATE ZIP CODE

DALLAS, TX 75284-9732
CITY, STATE ZIP CODE

26 0508814
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

713/649-0940
TELEPHONE NUMBER

713/649-5571
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

RUBBER TIRE ROLLER

GALVESTON COUNTY, TEXAS

BID #: B111019
OPEN: 01/06/2011
10:00 AM

VENDOR ID 710193 HI-WAY EQUIPMENT COMPANY LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	2011 RUBBER TIRE ROLLER	1	EA	GRW 280-20 HAMM	$ 124,609.00	$ 124,609.00
					Extended Price Total of all Item		$ 124,609.00

AGENDA ITEM #22k

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 12, 2011

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

Re: Various Heavy Equipment for Road & Bridge Department
Bid #B111009 Hot Rubber Crack Sealing Machine
Bid #B111014 Vibratory Soil Compactor/Steel Wheel Roller
Bid #B111018 6-8 Yard Dump Truck
Bid#B111019 Rubber Tire Roller
Bid #B111020 Beach Tractor/Loader – 80 HP
Bid #B111022 Slope Mower

Gentlemen,

On, January 6, 2011, the aforementioned bids were opened for Heavy Equipment for the Road & Bridge Department

After review of the submittals by the Road Administrator and myself, it is recommended that consideration for award be given to the lowest, most responsible companies listed below

Bid#	Description	Awarded Vendor	Total
B111009	Hot Rubber Crack Sealing Machine	Tacot, Inc , dba Sealmaster (Houston, TX)	$ 48,206 00
B111014	Vibratory Soil Compactor/Steel Wheel Roller	Hi-Way Equipment, LLC (Houston, TX)	$ 80,191 00
B111018	6-8 Yard Dump Truck (2 trucks)	Chastang Ford (Houston, TX)	$127,996 00
B111019	Rubber Tire Roller	Mustang Machinery Company (Houston, TX)	$ 65,000 00
B111020	Beach Tractor/Loader-80HP	Hi-Way Equipment, LLC (Houston, TX)	$ 68,750 00
B111022	Slope Mower	Brookside Equipment Sales (League City, TX)	$ 82,882 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: January 6, 2011

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B111020 – Beach Tractor/Loader-80HP**

I recommend awarding the above bid to the low bidder, Hi-Way Equipment, LLC, for the bid unit price of $68,750. Our approved budget amount for this unit was $75,000 and the budget account is 2601544042-5746010.

Thank you for your assistance in obtaining this bid

LH/djs

cc: Charles Langford

BID RESPONSE TABULATION
BEACH TRACTOR/LOADER-80HP
GALVESTON COUNTY, TEXAS

BID #: B111020
OPEN: 01/06/2011
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor. 707389 DIXEQUIP INC		Vendor: 710193 HI-WAY EQUIPMENT COMPAN		Vendor: 710899 MUSTANG MACHINERY COMP	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	92985	BEACH TRACTOR/LOADER-80 HP	1 00	EA	73,976 32	73,976 32	68,750.00	68,750 00	77,000 00	77,000.00
				Total of all Items		**73,976.32**		**68,750.00**		**77,000.00**

BID RESPONSE TABULATION
BEACH TRACTOR/LOADER-80HP
GALVESTON COUNTY, TEXAS

BID #: B111020
OPEN: 01/06/2011
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 713009 DOGGETT HEAVY MACHINERY		Vendor:		Vendor.	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	92985	BEACH TRACTOR/LOADER-80 HP	1 00	EA	73,678 00	73,678.00	0.00	0 00	0 00	0 00
				Total of all Items		73,678.00		0.00		0.00

BID #: B111020
OPEN: 01/06/2011
10:00 AM

BID SHEET

BEACH TRACTOR/LOADER-80HP

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 68,750.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Daniel J Blake
WITNESS

1/5/2011
DATE

HI-WAY EQUIPMENT, LLC
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

FRANK PRIDDY
PRINTED NAME

SALES REPRESENTATIVE
TITLE

6203 LONG DR.
CORRESPONDENCE ADDRESS

HOUSTON, TX 77087
CITY, STATE ZIP CODE

26 0508814
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. BOX 849732
REMIT ADDRESS

DALLAS, TX 75284-9732
CITY, STATE ZIP CODE

713/649-0940
TELEPHONE NUMBER

713/649-5521
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BEACH TRACTOR/LOADER-80HP

GALVESTON COUNTY, TEXAS

BID #: B111020
OPEN: 01/06/2011
10:00 AM

VENDOR ID 710193 HI-WAY EQUIPMENT COMPANY LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92985	BEACH TRACTOR/LOADER-80 HP	1	EA	570M XT	$ 68,750	$ 68,750
					Extended Price Total of all Item		$ 68,750

160738

BID #: B111020
OPEN: 01/06/2011
10:00 AM

BID SHEET

BEACH TRACTOR/LOADER-80HP

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 73,976.32

OPTIONS TO RENEV 2 Extensions/1 Year Options

Kerry Daniel
WITNESS

1-3-11
DATE

Dixequip Inc
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

John Dixon
PRINTED NAME

Pres
TITLE

4650 S Sam Houston Pkwy E.
CORRESPONDENCE ADDRESS

Houston, TX 77048
CITY, STATE ZIP CODE

76-0603161
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

4650 S Sam Houston Pkwy E
REMIT ADDRESS

Houston, TX 77048
CITY, STATE ZIP CODE

713 987 0306
TELEPHONE NUMBER

713 987 0307
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BEACH TRACTOR/LOADER-80HP

GALVESTON COUNTY, TEXAS

BID #: B111020
OPEN: 01/06/2011
10:00 AM

VENDOR ID 707389 DIXEQUIP INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92985	BEACH TRACTOR/LOADER-80 HP	1	EA	u80B New Holland	$ 73,976.32	$ 73,976.32
					Extended Price Total of all Iten		$ 73,976.32

BID #: B111020
OPEN: 01/06/2011
10:00 AM

BID SHEET

BEACH TRACTOR/LOADER-80HP

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following·

LINE ITEM TOTAL $ 77,000

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

1-5-11
DATE

MUSTANG CAT
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

MATT MIGNEREY
PRINTED NAME

SALES REP
TITLE

12800 NORTHWEST FWY
CORRESPONDENCE ADDRESS

HOUSTON, TX 77040
CITY, STATE ZIP CODE

20-0421611
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

12800 NORTHWEST FWY
REMIT ADDRESS

HOUSTON, TX 77040
CITY, STATE ZIP CODE

(713) 818-5507
TELEPHONE NUMBER

(409) 935-7475
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BEACH TRACTOR/LOADER-80HP

GALVESTON COUNTY, TEXAS

BID #: B111020
OPEN: 01/06/2011
10:00 AM

VENDOR ID 404669 MUSTANG TRACTOR & EQUIPMENT CO

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92985	BEACH TRACTOR/LOADER-80 HP	1	EA		$ 77,000	$ 77,000
					Extended Price Total of all Item		$ 77,000

BID #: B111020
OPEN: 01/06/2011
10:00 AM

BID SHEET

BEACH TRACTOR/LOADER-80HP

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 73,678.

OPTIONS TO RENEV ~~2 Extensions/1 Year Options~~ None

WITNESS

Jan 5, 2011
DATE

DOGGETT HEAVY MACHINERY SERVICE, LLC
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

CRAIG STEVENS
PRINTED NAME

VICE PRESIDENT
TITLE

10100 NORTH LOOP EAST
CORRESPONDENCE ADDRESS

HOUSTON, TX 77029
CITY, STATE ZIP CODE

20-3694220
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

10100 NORTH LOOP EAST
REMIT ADDRESS

HOUSTON, TX 77029
CITY, STATE ZIP CODE

713-679-6700
TELEPHONE NUMBER

713-674-0305
FAX NUMBER

ADDENDUM'S RECEIVED #1 ____ #2 ____ #3 ____

NONE

LINE ITEM DETAIL

BEACH TRACTOR/LOADER-80HP

GALVESTON COUNTY, TEXAS

BID #: B111020
OPEN: 01/06/2011
10:00 AM

VENDOR ID 700069 RUSH EQUIPMENT CENTERS OF TEXAS INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92985	BEACH TRACTOR/LOADER-80 HP	1	EA	73,678	$ 73,678	$ 73,678

Extended Price Total of all Item $ 73,678.

AGENDA ITEM #221

THE COUNTY OF GALVESTON

RUFUS CROWDER CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 12, 2011

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

Re: Various Heavy Equipment for Road & Bridge Department
Bid #B111009 Hot Rubber Crack Sealing Machine
Bid #B111014 Vibratory Soil Compactor/Steel Wheel Roller
Bid #B111018 6-8 Yard Dump Truck
Bid#B111019 Rubber Tire Roller
Bid #B111020 Beach Tractor/Loader – 80 HP
✓Bid #B111022 Slope Mower

Gentlemen,

On, January 6, 2011, the aforementioned bids were opened for Heavy Equipment for the Road & Bridge Department

After review of the submittals by the Road Administrator and myself, it is recommended that consideration for award be given to the lowest, most responsible companies listed below

Bid#	Description	Awarded Vendor	Total
B111009	Hot Rubber Crack Sealing Machine	Tacot, Inc , dba Sealmaster (Houston, TX)	$ 48,206 00
B111014	Vibratory Soil Compactor/Steel Wheel Roller	Hi-Way Equipment, LLC (Houston, TX)	$ 80,191 00
B111018	6-8 Yard Dump Truck (2 trucks)	Chastang Ford (Houston, TX)	$127,996 00
B111019	Rubber Tire Roller	Mustang Machinery Company (Houston, TX)	$ 65,000 00
B111020	Beach Tractor/Loader-80HP	Hi-Way Equipment, LLC (Houston, TX)	$ 68,750 00
B111022	Slope Mower	Brookside Equipment Sales (League City, TX)	$ 82,882 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: January 6, 2011

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B111022 – Slope Mower**

I recommend awarding the above bid to the low bidder for the 4-WD tractor to Brookside Equipment Sales, Inc., for a bid unit price of $82,882.00. Our approved budget amount for this unit was $83,000 and the budget account is 2370296100-5746010

Thank you for your assistance in obtaining this bid.

LH/djs

cc: Charles Langford

BID RESPONSE TABULATION
SLOPE MOWER
GALVESTON COUNTY, TEXAS

BID #: B111022
OPEN: 01/06/2011
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor. 024240 BROOKSIDE EQUIP SALES INC		Vendor: 121053 LANSDOWNE MOODY CO LP		Vendor:	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99836	2011 SLOPE MOWER	1 00	EA	32,915 00	32,915 00	43,355 00	43,355 00	0 00	0 00
0002	99836	4 WHEEL DRIVE UNIT, ADJUSTABLE TO 2 WH DRIVE	1 00	EA	49,967 00	49,967 00	36,629 00	36,629 00	0 00	0 00
0003	99836	13 6-24 IN 6PRR1 BIAS TIRE CASTER ACTION MECHANICAL FRONT WHEEL DR AXLE	1 00	EA	0 00	0 00	4,961 00	4,961 00	0 00	0 00
				Total of all Items		**82,882.00**		**84,945.00**		**0.00**

BID #: B111022
OPEN: 01/06/2011
10:00 AM

BID SHEET

SLOPE MOWER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 82,882.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

1-4-2011
DATE

BROOKSIDE EQUIPMENT SALES, INC
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

ERIC MOORE
PRINTED NAME

SALES REPRESENTATIVE
TITLE

2135 GULF FREEWAY SOUTH
CORRESPONDENCE ADDRESS

LEAGUE CITY TX 77573
CITY, STATE ZIP CODE

1-74-1780794-2
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

2135 GULF FREEWAY SOUTH
REMIT ADDRESS

LEAGUE CITY TX 77573
CITY, STATE ZIP CODE

281-338-1300
TELEPHONE NUMBER

281-332-7420
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

SLOPE MOWER

GALVESTON COUNTY, TEXAS

BID #: B111022
OPEN: 01/06/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	2011 SLOPE MOWER	1	EA	TIGER SS-BB-22	$ 32,915.00	$ 32,915.00
0002	99836	4 WHEEL DRIVE UNIT, ADJUSTABLE TO 2 WHEEL DRIVE	1	EA	JOHN DEERE 6330-4C	$ 49,967.00	$ 49,967.00
0003	99836	13 6-24 IN 6PRR1 BIAS TIRE CASTER ACTION MECHANICAL FRONT WHEEL DR AXLE	1	EA	INC	$	$

Extended Price Total of all Item $ 82,882.00

opt. 1

BID #: B111022
OPEN: 01/06/2011
10:00 AM

BID SHEET

SLOPE MOWER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following·

LINE ITEM TOTAL $ 79,984 2wd T5060 w/ Mech shuttle + 20'
Alamo Versa 84,945 4wd tractor w/ boom

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

1-5-11
DATE

Lansdowne - Moody
COMPANY NAME

Jason Zalud
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jason Zalud
PRINTED NAME

Sales Rep
TITLE

1600 FM 528
CORRESPONDENCE ADDRESS

Same
REMIT ADDRESS

Webster TX 77598
CITY, STATE ZIP CODE

Same
CITY, STATE ZIP CODE

74-1069713-4
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

281 338 1563 / 832 519 6773
TELEPHONE NUMBER

281 338 1566
FAX NUMBER

ADDENDUM'S RECEIVED #1____ #2____ #3____

opt. 1

LINE ITEM DETAIL

SLOPE MOWER

GALVESTON COUNTY, TEXAS

BID #: B111022
OPEN: 01/06/2011
10:00 AM

VENDOR ID 121053 LANSDOWNE MOODY CO LP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	2011 SLOPE MOWER Alamo 20' Versa boom 60" head	1	EA	Versa 20'	$ 43,355	$ 43,355
0002	99836	2 4 WHEEL DRIVE UNIT, ~~ADJUSTABLE TO 2 WHEEL DRIVE~~ New Holland T5060 2wd Mechanical shuttle 12X12 transmission	1	EA	T5060 2wd	$ 36,629 79,984	$ 36,629 $ 79,984
0003	99836	13 6-24 IN 6PRR1 BIAS TIRE CASTER ACTION MECHANICAL FRONT WHEEL DR AXLE T5060 4wd mechanical 12X12 transmission (shuttle shift)	1	EA	T5060 4wd	$ 4961	$ 4961

Extended Price Total of all Iten $ 84,945

AGENDA ITEM #23

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 11, 2011

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

Re· Bid #B082030, Janitorial Supplies

Gentlemen,

The contract associated with Bid # B082030, Janitorial Supplies, is scheduled for its second and final extension on February 4, 2011 The contracted vendor for this service is Kleen Supply Company

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

MEMORANDUM

December 20, 2010

To: Rufus Crowder, Purchasing Agent CPPB
Galveston County

From: Dennis J. Harris, Director
Galveston County Parks and Senior Services

Subject: Recommendation of 2nd one year extension for Bid # B082030, Janitorial Supplies

After a careful review and discussion with my staff concerning the 2nd one year extension request for bid # B082030, Janitorial Supplies for the County of Galveston, it is the recommendation of the County Parks Department to support the extension request by Kleen Janitorial Supply Company

Should you have any questions, please do not hesitate to contact my office at extension 8110

Dennis J Harris

CC: Earl Hearne, Administrative Services Manager
Charles Hughes, District Supervisor
Andy Hansen, Operations Manager

JUVENILE JUSTICE DEPARTMENT

County of Galveston
(PROBATION and DETENTION SERVICES)

December 20, 2010

Rufus Crowder, CPPB
Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

Re: Bid #B082030

Dear Mr Crowder

This letter is regarding the extension of Bid #B082030 (Janitorial Supplies), which is up for its second extension on February 4, 2011.

The Juvenile Justice Department recommends that this bid contract, with Kleen Janitorial Supply Company, be extended for another year.

Sincerely,

Gail Maxwell

Gail Maxwell,
Financial Analyst
(409) 770-5904
(409) 765-3187 (Fax)

Cc Darla McCullough, Administrative Coordinator/P-Card Administrator

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR
DIRECTOR
(281) 337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Fredericksen, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A. Dill

TO: Rufus Crowder, Purchasing Agent

FROM: John Marshall, Mosquito Control Director

DATE: January 7, 2011

RE: Kleen Janitorial Supplies Bid Extension

Mr Crowder,

Concerning the bid extension for Kleen Janitorial Supplies, it is my recommendation that we do extend the bid.

Should you have any questions concerning my decision, please feel free to contact me at my office at 281-330-4289.

Thank you,

John Marshall, Director Mosquito Control

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

December 20, 2010

To: Rufus Crowder
From: Charles Kenworthy
RE: Janitorial Supplies Bid #B082030

Rufus,

It is my recommendation that the Janitorial Supplies Contract be extended to Kleen Supply Co. for an additional year. If you have any questions please call me at 766-2385.

Charles Kenworthy
Facilities Manager
Galveston County

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: December 20, 2010

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator L.H.

Re: **Bid# B082030 – Janitorial Supplies**

I recommend a one year extension of the above bid with Kleen Janitorial Supply Company.

LH/djs

McCullough, Darla

From: Henson, Mike
Sent: Thursday, January 06, 2011 12:13 PM
To: Crowder, Rufus
Cc: McCullough, Darla; Holder, Catherine, Casey, Thomas, Poor, Freddie, Billish, Patti, Mclaren, Gwen
Subject: Kleen Janitorial Supply Company

Mr Rufus Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody
5th Floor
Galveston, Texas 77550

Mr. Crowder,

Please extend Bid #B082030, Janitorial Supplies which is due for their second extension on February 4th, 2011 Kleen Janitorial Supply Company is the current vendor for the jail. Kleen Janitorial Supply Company has done a good job over the past year supplying the jail with various products and working with the jail on cost saving items.

Respectfully,

Mike Henson
Chief Deputy
Galveston County Sheriff's Office

KLEEN SUPPLY COMPANY

2428 CHURCH

GALVESTON, TX 77550

PHONE: 409-762-0557

FAX: 409-762-0340

January 10, 2011

TO: Mr. Rufus Crowder

Purchasing/ Galveston County

It has been our pleasure to service the contract for the Janitorial Supplies for the county this past year. We would like to extend the contract for another year as per the original bid specifications.

We look forward to working with all the departments in the coming year.

If there are any questions, do not hesitate to call.

Sincerely,

Russ O'Connor

Commercial Sales Representative

AGENDA ITEM #24

Odom, Linda

From: Odom, Linda
Sent: Friday, January 14, 2011 1 18 PM
To: Brown, Lanny
Subject: Agenda/The Children's Center contract
Attachments: Children's Center- 2009 contract doc

Patricia,

Please place the following on the next available agenda

Consideration of approving the contract with The Children's Center with term dates of October 1, 2009 through October 1, 2011

The Children's Center contracts with the County to provide short-term emergency shelter services for children in need of such services.
This document has been approved by County Legal and is attached for your convenience

Thank you,

Lanny Brown, Director
Community Services Division
The County of Galveston
409-770-5545 main number
409-770-5591 fax

AGREEMENT TO PROVIDE LICENSED EMERGENCY SHELTER SERVICES FOR CHILDREN

This Agreement ("the Agreement") is made by and between The County of Galveston, Texas and The Children's Center, Inc.

Definitions

1. **Board.** Board is a Child Welfare Board authorized by Texas Family Code §264.005. In Galveston County this is the Children's Services Board. It exists by virtue of a contract between Galveston County and the Texas Department of Family and Protective Services that became effective October 1, 1996. This contract may be found of record in Volume 300-20-2214 of the Commissioners' Court minutes located in the Galveston County Clerk's office.

2. **Center.** Center is a non-profit corporation authorized to do business in the State of Texas. James T. Keel, President, is its authorized representative. For the purposes of this agreement three program elements of the Center are included: The Albertine Yeager Youth Crisis Center (Yeager Center), The Jameson Center (Jameson Center) and The Family Crisis Center (Family Crisis Center).

3. **County.** County is The County of Galveston, Texas. Lanny Brown, Director of Community Services, is its authorized representative.

4. **Department.** Department means the Texas Department of Family and Protective Services, Galveston County Division. The Department's representative for purposes of this Agreement is the Program Director of Children's Protective Services of Galveston County (the "Program Director").

5. **Referral Source.** Referral Source currently means a Department caseworker, a County Sheriff's Department deputy sheriff, a police officer who is in the employ of either a municipality or a school district that is located wholly or partially within Galveston County, County Juvenile Probation Officers, physicians, social workers, attorneys, counselors, parents, ministers, hospitals, Red Cross, self-referred youth, local youth referred by the National Runaway Hotline or other referrals that are approved as such by Board or the County. The number of Referral Sources may be modified as is determined necessary by the Board.

6. **Requesting Agency.** Requesting Agency means the Child Welfare Board, the County of Galveston and the Program Director of Children's Protective Services of Galveston County and their respective authorized representatives.

7. **Permitted Stay.** A stay at or through the Yeager Center, Jameson Center or Family Crisis Center that (a) is by a child who has been referred by an appropriate Referral Source, (b) meets admission and screening criteria and (c) receives approval by the Program Director.

8. **Days of Stay or Length of Stay.** All references herein to the days of a stay or the length of a stay shall include all the days of a Permitted Stay during a fiscal contract year, whether the days of the Permitted Stay are consecutive or not.

Recitals

1. **Purpose of Agreement.** Center desires to contract with the County to provide short-term emergency shelter services for children in need of such services. To that end the parties enter into this Agreement for the services available by Center at or through the Yeager Center, the Jameson Center and the Family Crisis Center. Further, the Center will provide a Project Safe Place service as described in Exhibit E attached.

2. **Relationship with County.** The parties understand and acknowledge that the County is the source of funding for this Agreement, and that it is entitled to have the various rights and privileges specified herein by virtue of that funding.

3. **Relationship with Department.** Although Department does not have a direct contractual relationship with Center in this Agreement, Center, as an emergency shelter, is required to follow numerous Department regulations and through such regulations Department is entitled to have the various rights and privileges specified herein.

4. **Relationship with Board.** Although Board does not have a direct contractual relationship with Center in this Agreement, Center, as an emergency shelter, is required to be sensitive to numerous Board concerns regarding serving the children of Galveston County.

Term and Termination

1. Two Years. This Agreement shall be for a period of two years effective as of noon on October 1, 2009 (The "Effective Date") and ending at 11:59 a.m. October 1, 2011, unless terminated sooner as provided herein. It will be renewed in writing for subsequent periods of 2 years each on such terms and conditions as the parties may agree to at the time of each renewal.

2. Immediate Suspension or Termination. County may suspend or may terminate this Agreement immediately if:

a) Funding is unavailable to pay for designated services under this Agreement from the County or the Department;

b) County believes that suspension of placement or termination of the Agreement is in the best interests of the children served under this Agreement;

c) Center has become ineligible to receive County funds for any reason;

d) Center has its Texas license or certification suspended or revoked.

e) Center fails to comply with the requirements set forth herein as described and approved by the board in previous contracts.

County shall not be obligated to pay for services by Center rendered during a period when this Agreement has been suspended.

3. Termination Upon Default. Either party may terminate this Agreement after 10 days written notice if the other party is in default of any of the provisions herein.

4. Termination Without Cause. Either County or Center (upon first obtaining approval to do so from its Board) may terminate this Agreement without cause or solely for its convenience after 30 days written notice to the other party.

5. Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties.

Scope of Center's Duties and Responsibilities

1. Services.

A. Service Locations. Center agrees to provide the following services at or through the following locations:

1. Yeager Center. Center agrees to provide, 24 hours a day, 7 days a week, year round, state-licensed short-term emergency shelter services at its Yeager Center. The services provided at or by the Center will include all reasonably necessary food and snacks, lodging, minor articles of clothing (e.g. socks, underwear), personal hygiene items and required transportation. These services will be given to children, other than those children who are in the legal conservator-ship of Department, who are between the ages of 7 through 17 and who are referred to the Center by a Referral Source.

2. Jameson Center. The Center, through its Jameson Center, will arrange for the provision of emergency child placement services in a licensed foster group home for children from birth through age 6. The services provided in the licensed foster group home will include all reasonably necessary food and snacks, lodging, minor articles of clothing (e.g. socks, underwear), personal hygiene items, and required transportation. These services will be provided to children who are referred to the Center by a Referral Source.

3. Family Crisis Center. The Center agrees to accept referrals from an authorized representative of the Department to place a parent and their child or children in temporary housing at the Family Crisis Center.

B. Admission/Screening Process. Center is responsible for screening each child prior to admission to a Center program, pursuant to its written admission guidelines. The Center shall diligently inquire about the background history of each child referred to it before deciding whether or not to admit the child for temporary housing. The Center's admission guidelines shall require the exclusion of registered sex offenders and/or children demonstrating sexual acting out behaviors. If, after admission, Center learns that a child is a sexual offender, Center shall immediately notify the Program Director and shall contact the placing agency immediately and request that the child be moved immediately. This action

will also be documented in the Center's intake procedures in an effort to make the placing agency aware of it. The Program Director will report this information to the Chairman of the Board.

The screening process shall include, but not be limited to, the questions listed on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes. The Center shall record in writing the date and time the referral is made, the person and entity making the referral, the person screening the referral for the Center, and the answers to the questions on **Exhibit "A"**, as well as all other pertinent matters. Such records shall be kept in a secure place by the Center for four (4) years from the later of

(a) the date of the referral or, if the child is accepted by the Center,

(b) the date on which the child leaves the applicable Center program.

Center shall obtain parental consent to each child's placement within 24 hours of such placement. If such approval cannot be obtained within that time frame, Center shall notify the Referral Source promptly and the Referral Source shall take immediate action to remove the child.

C. Admission Form. For each child admitted to or through the Yeager Center, the Jameson Center, or the Family Crisis Center, Center shall fill out and shall deliver to Program Director the form attached hereto as Exhibit "C" within (2) days of such admission. In addition, a status report shall be filled out by the Center and delivered to Program Director when each child leaves the Center but, in any event, not later than the 10th day or the weekday prior to the 10th day if it falls on a weekend. The Center shall also fill in and deliver the form attached hereto as Exhibit "D" by or before the 10th day (whether consecutive or not) of a child's stay at or through the Yeager Center or Jameson Center, if Center wants to extend such stay. The Center shall also fill in and deliver the form attached hereto as Exhibit "D" by or before the 26th day (whether consecutive or not) of a child's stay at or through the Family Crisis Center, if Center wants to extend such stay.

2. Children Needing Services. Subject to the screening process described above under this contract, Center may admit only the following children:

(a) Those children who are involved in a family crisis involving a parent-child conflict that require a "cooling down" period;

(b) Those children who are told to leave home or thrown out by their parents or guardians;

(c) Those children who are runaways, truant, or homeless;

(d) Those children who may be in need of shelter while Department caseworkers or other Referral Source investigators conduct an investigation of their family and home environment; or

(e) Those children for whom the County's Juvenile Probation Department need shelter because they are not appropriate for placement in the juvenile detention center and need short term placement prior to being placed in a transition home or another environment.

Center, shall be solely responsible for the admission or determination not to admit children. Nothing in this Agreement shall be construed to require Center to admit every child or any particular child.

3. Length of Stay

a. Yeager Center. Each child referred to the Yeager Center will be permitted per placement to stay at Center a maximum of 14 days even if not consecutive ending at noon on the 14th day. Longer stays and repeated stays (even if not consecutive) will be permitted only if determined necessary by the Program Director. Such determination will be made by the Program Director upon receipt of a timely written request from Center, via facsimile, not later than the tenth (10th) day of each child's stay. The written request shall be in a form to be developed and approved by the Program Director and shall be submitted in a timely manner. Any such longer stay approved by the Program Director must also comply with Department standards regarding such extended length of stay.

b. Jameson Center. Each child referred to the Jameson Center will be permitted per placement to stay at Center a maximum of 14 days even if not consecutive ending at noon on the 14th day. Longer stays and repeated stays (even if not consecutive) will be permitted only if determined necessary by the Program Director. Such determination will

be made by the Program Director upon receipt of a timely written request from Center, via facsimile, not later than the tenth (10th) day of each child's stay. The written request shall be in a form to be developed and approved by the Program Director and shall be submitted in a timely manner. Any such longer stay approved by the Program Director must also comply with Department standards regarding such extended length of stay.

c. Family Crisis Center. Each child referred to the Family Crisis Center will be permitted to stay at Center a maximum of 30 days even if not consecutive ending at noon on the 30th day. Longer stays and repeated stays (even if not consecutive) will be permitted only if determined necessary by the Program Director Such determination will be made by the Program Director upon receipt of a timely written request from Center, via facsimile, not later than the twenty-sixth (26th) day of stay. The written request shall be in a form to be developed by the Center and approved by the Program Director and shall be submitted in a timely manner. Notwithstanding the foregoing, no child will be permitted to stay longer than 60 days per year. Any such longer stay approved by the Program Director must also comply with Department standards regarding such extended length of stay.

4. **Maximum Number of Children.** The Center will not accommodate at any one time more children than, in Center's opinion, permits Center to ensure the safety, security, and well being of each child placed at or through the Yeager Center, Jameson Center, or Family Crisis Center.

5. **Personnel**. Center agrees to provide sufficient properly licensed and qualified personnel to ensure the safety, security, health, and welfare of the children temporarily housed at or through the Yeager Center, Jameson Center, or Family Crisis Center. The professional and educational qualifications of such personnel are those established by the Department for employees of emergency shelters. The Center represents and covenants that its personnel shall comply with established supervision guidelines, including but not to limited to those listed on **Exhibit "B"** attached hereto and incorporated herein by reference for all purposes as same may be modified from time to time. Within one week after such guidelines are amended, modified or supplemented, the Center will deliver to Program Director copies of such amendments, modifications or supplements.

6. **Professional Judgment.** Center personnel shall exercise their own professional judgment in the performance of services to the children served.

7. **Providing Services in excess of Payment or during periods of question.** The maximum amount Center will receive for its services under this Agreement will not exceed $125,000 for the fiscal year October 1, 2009 – September 30, 2010 and $150,000 for the fiscal year October 1, 2010-September 30, 2011. The rates for services rendered are broken down in Paragraph 25 below. However, even if the maximum amounts set forth above are paid before the end of the appropriate year or expiration of this Agreement, Center will continue to provide the same level of services until Agreement's expiration. Center also will continue to provide services during any period of time the payment of a claim is being questioned by a Requesting Agency. Center shall not be entitled to payment for such services if the claim is not approved by a Requesting Agency.

8. **Subcontracting.** Center agrees not to subcontract any services unless County first approves such subcontractor(s). Any subcontractor is the direct responsibility of Center. Any subcontract will not relieve Center of any duties and responsibilities imposed upon it by virtue of this Agreement.

9. **Representations.** Center agrees that it will comply with the most current Department standards governing the services provided by Center. Center also agrees to abide by (i) all contractual policies of the County and (ii) all applicable local, state and federal laws, ordinances, and regulations, now in effect or that become effective during the term of this Agreement and governs the services provided by Center.

10. **Unauthorized Departures.** If a child makes an unauthorized departure from any of Center's facilities, in keeping with Department standards on emergency shelters, Center shall, immediately upon its receipt of knowledge of such departure, notify local law enforcement agencies, the Referral Source, the child's parent/guardian, the Program Director by phone or fax immediately and as provided **"Miscellaneous" in this Agreement. Upon receipt of such notice,** the Program Director shall notify the Chairman of the Board, the Department and the County.

11. **Illness or Accident.** If a child in placement at or through Center becomes seriously ill, is involved in a serious accident, or is involved in an incident of a serious nature Center staff shall follow Department guidelines on providing appropriate care and medical services. Center will notify immediately by phone or fax and will send written notice by United States postal mail service to the Program Director, the Referral Source and the child's parent/guardian immediately upon the occurrence of such illness, accident or incident. Upon

receipt of such notice, the Program Director shall notify the Chairman of the Board, the Department and the County.

12. **Child Abuse, Assault or Neglect Reports and Investigations of Same.** Center shall report immediately suspected or alleged cases of child abuse, assault or neglect to (i) the Program Director; (ii) the child's parent/guardian, if applicable, (iii) all other persons as may be required by federal, state, county, and other laws, ordinances, and regulations, and (iv) the TDFPS hotline at 1-800-252-5400. When an incident occurs that involves allegations of abuse or neglect at the Center, Center shall immediately notify the Program Director, Licensing, and any other reporting source of such incident. Upon receipt of such notice, Program Director shall notify the Board, and, if not prohibited by laws relating to confidentiality, the Department and the County about the incidents made the subject of such notice. If corrective action is warranted, Center shall discuss such action with the Program Director who, in turn, shall inform the Board, and, if not prohibited by laws relating to confidentiality the Department and the County. If Licensing conducts an investigation of the incident, Center shall present and discuss Licensing's findings and any corrective plans with the Program Director who then shall inform the Board, and, if not prohibited by laws relating to confidentiality the Department and the County. The foregoing is required in order to assure the safety of children referred to the Center. It is understood that the Center's compliance with Minimum Standards of Licensing and allegations of abuse/neglect by a staff member at the Center are related matters, even if the allegations are ruled "Unable To Determine" and especially if the allegations are ruled as "Reason to Believe" and the staff person is still employed by Center. Center also shall notify in writing the Program Director, who in turn shall notify the Chairman of the Board, and, if not prohibited by laws relating to confidentiality the Department and the County of the results of any investigations, findings and dispositions completed by Residential Childcare Licensing that pertain to any incidents or allegations of abuse, neglect, and/or assault of any child place at the Center within 48 hours after the Center's receipt of notice (whether oral or written) of such investigations, findings and dispositions.

13. **Release of Child.** Unless instructed otherwise by a court of competent jurisdiction, Center shall not release a child to any person or agency except to the child's parents or legal guardian.

14. **Visitation.** The child's parents/guardian must approve any child's participation in any furlough, home visit, or other unauthorized trip. All visitation and phone privileges will be in accordance with Center regulations.

15. Examination of Program. Center agrees that, subject to restrictions imposed upon it relating to requirements of confidentiality imposed by federal and state laws and regulations and subject to requirements of confidentiality imposed upon it by state licensing requirements, it will allow the County and the Department to examine and evaluate its program of services or levels of care provided under this Agreement. Center also, subject to the same requirements, will allow the County and its agents to review all records Center maintains on any child. Evaluation and examination of the program shall include unscheduled site visitations and observation of the services in operation by the parties to this Agreement, which visits shall be subject to the aforesaid laws, regulations and requirements. Center will provide the County and Department such information on children as is requested on forms provided by the requesting party and County and Department shall share such information with the Board.

16. Access. The County and Department shall, subject to the provisions set forth in Paragraph 15, have unrestricted access to Center's facility, records, data and other information under the control of Center or its subcontractors as necessary to enable the Requesting Agency to audit, monitor and review all financial and program activities and services associated with this Agreement.

17. Right to Audit. The Center shall maintain the necessary financial records to support the expenditure of the funds delivered by the County. The County shall have a right to audit these records for up to three years after the close of County's each fiscal year end (September 30). The County shall examine these records at the Center's primary business location or any other location in the County that is more convenient for the parties. The County shall be furnished copies of such financial records it desires at no additional cost to the County. The Center shall promptly (within ninety days of receipt of any audit report from the County) respond to any discrepancies noted by the County.

18. Records. Center agrees, subject to the provisions set forth in Paragraph 15, to maintain and make available for inspection, audit or reproduction by the County or Department books, documents and other evidence ("records") pertaining to the costs and expenses of this Agreement, to the extent and in such detail as will properly reflect all net costs, direct and indirect, or labor, material, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this Agreement. Center agrees to maintain these records for 3 years after final payment or until the County or Department's approved audit has been made and all questions arising from the audit or resolved, whichever is later. Center agrees to provide

the Program Director, County and Board with a copy of its annual financial audit.

19. **Criminal History Record Information.** Center will adhere to Department regulations on criminal history background and child abuse background checks that are required on Center employees.

20. **Confidentiality of Records of Children Served by this Agreement.** Center agrees to keep all information relating to any child in its possession confidential in accordance with all applicable state and federal laws, statutes and regulations protecting the confidentiality of such information and to resist in judicial proceedings any attempts to secure such information. Center agrees to institute appropriate procedures for safeguarding information about the child, especially child identifying information. The term "child identifying information" includes but is not limited to, a child's medical record, graphs or charts; statements made by a child, either orally or in writing, while receiving services; photographs, videotapes, etc. and any acknowledgment that a child is or has been a client of Center.

21. **Insurance.** Center will maintain in force policies of general liability insurance with minimum limits of $250,000 for each person and $500,000 for each occurrence as insurance against loss to any person or property occasioned by acts or omissions of Center. These policies must name the County, the Board , the Department and Program Director as additional insured's and shall be with insurance companies rated A or better in Best's Guide and licensed in the State of Texas.

    Center will acquire and maintain workers' compensation insurance as provided and required by applicable Texas state law for its employees.

    Licensed Center employees must maintain in force policies of professional liability insurance with minimum limits of $250,000 per individual and $500,000 per occurrence. Center will require such employees to maintain such insurance and to provide proof of such insurance to Center, County, Department and Board.

    All general liability and professional liability insurance shall be either on an occurrence basis or on a claims-made basis. If the coverage is on a claims-made basis, Center will be required to purchase, at the termination of this Agreement, "tail coverage" for Board for the period of Board's relationship with Center. Such coverage shall be in the amounts set forth above.

Center shall furnish Board, County, Department and Program Director with certificates of insurance or certified copies of original insurance policies prior to commencement of the Agreement and each renewal thereof. Receipt by each recipient of Certificates of Insurance acceptable to the recipient or of original insurance policies acceptable in substance to each recipient and from an acceptable insurance company constitutes a condition precedent to the validity and effectiveness of this Agreement. Center shall notify Board, County, Department and Program Director immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Board.

All policies of insurance must waive any and all rights of subrogation against Board, County, Department and their officials, employees, and agents and Program Director. Center shall use any proceeds under any policy of insurance to first satisfy any obligations that may arise under indemnification.

Board and County reserve the right to require additional insurance should they, in their sole discretion, deem it necessary. Center shall furnish Board and County with an amended or endorsed policy within ten (10) days after Center's receipt of the Board and County's written request for additional insurance. The insurance requirements do not establish limits on Center's liability.

22. **Indemnification. CENTER AGREES TO DEFEND AT TRIAL AND APPELLATE LEVELS, WITH ATTORNEYS ACCEPTABLE TO COUNTY, DEPARTMENT, PROGRAM DIRECTOR AND BOARD, AND TO HOLD HARMLESS, AND INDEMNIFY COUNTY, DEPARTMENT, BOARD, ITS MEMBERS, AGENTS, OFFICERS, AND EMPLOYEES, PROGRAM DIRECTOR (COLLECTIVELY REFERRED TO HEREAFTER AS "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIENS, LIABILITIES, PENALTIES, FINES, LAWSUITS, OTHER PROCEEDINGS, ACTIONS OF ANY CHARACTER, TYPE, OR DESCRIPTION BY ANY PERSON OR PERSONS AND COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS), WHICH ACCRUE TO OR ARE INCURRED BY INDEMNITEES RELATING TO, ARISING OUT OF, OR OCCASIONED BY THE ACT OR FAILURE TO ACT OF CENTER, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES.**

23. **Outreach.** Center will inform Referral Sources and potential placing agencies of Center's mission but Center shall not solicit referrals from such Referral Sources and agencies.

24. Alternative Funding Sources. County is a payer of last resort. Center will actively seek payment for its services on each child from alternative sources such as parents, charities, state or federal grants and other similar sources prior to billing Board for services rendered.

25. Scope of Board's Duties and Responsibilities

A. Board's Representative. The Board's representative, in cooperation with the Program Director, County and Department, is responsible for monitoring this Agreement.

B. Payment for Services.

In consideration of the obligations undertaken by Center, County agrees to pay Center for Permitted Stays the following sums as applicable:

1.) No payment will be made for any child receiving duplicate services from STAR or any other similar source of funding.

2.) If partial payment is tendered on behalf of any child in placement at the Yeager Center from any third source, County will only pay the difference between such partial payment and $106.22.

3.) $106.22 per day maximum for each child between the ages of 7 and 17 inclusive at the Yeager Center,

4.) If partial payment is tendered on behalf of any child in placement at the Jameson Center from any third source, County will only pay the difference between such partial payment and $106.22.

5.) $106.22 per day maximum for each child from birth to 6 years inclusive sheltered at or through the Jameson Center;

6.) $15.00 per day for each child housed in the Family Crisis Center.

7.) $3,333.33 per month in support of the Safe Place program as described in Exhibit E.

The total expenditure under this Agreement will not exceed $125,000 for October 1, 2009 – September 30, 2010 and $150,000 for October 1, 2010-September 30, 2011.

Written requests for payment will be delivered to the County on a monthly basis by the 10th of each month and shall be based upon the services provided by Center as reflected on a completed claim form approved by the County's representatives.

Payment for services is conditioned upon the Center's completing the documentation necessary for the County to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date and time as required. The contents must at a minimum include the following information:

(a) Name of child
(b) Name of person and source of referral
(c) Intake and discharge dates
(d) Number of days in care for which payment is being requested *and* prior stays at the Center.

26. Miscellaneous Provisions

Nondiscrimination. Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, disability or political affiliation will be excluded from participation in, be denied the benefits of, or be discriminated against in the provision of any services hereunder. The Parties agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991.

Independent Contractor. The relationship between the Parties shall be that of independent contractors. Center and Center's personnel shall not be considered employees, agents, partners, joint ventures, ostensible or apparent agents, servants or borrowed servants of County, Department, or Board and vice versa.

Resolution of Disputes. Any disputes that may arise between Center, and the County will, to the greatest extent practicable, be resolved internally.

Amendment. This Agreement may be amended or hanged only by the mutual written consent of the parties.

Entire Agreement. This Agreement constitutes the sole, only and entire Agreement of the parties hereto and supersedes any prior understandings, or written or oral agreement between the parties respecting the subject matter herein.

Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

Notices. Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Board, Program Director or Center at the addresses below. Notice shall be effective on the date of delivery indicated on the return receipt. Notice shall be sent:

To Center:

The Children's Center Inc.
James T. Keel, President
1111 32nd Street
Galveston, Texas 77550

To Program Director:
Program Director
Galveston County Children's
Protective Services
722 Moody, 5th Floor
Galveston, Texas 77550

With a copy to:
Mark Correro, Chair
Children's Center, Inc.
P. O. Box 2600
Galveston, Texas 77553

With a copy to:

Lanny Brown, Director
Community Services Division
722 Moody Fifth Floor
The Galveston County Courthouse
Galveston, Texas 77550

Severability. The validity or unenforceability of any term or provision herein shall not affect the validity or enforceability of any other term(s) or provision(s).

Authority to Bind. This Agreement is not binding upon any party hereto until each party has executed it hereto. The persons executing this Agreement on behalf of each party hereto guarantee that they are fully authorized to execute the Agreement and to legally bind the party to all terms and provisions of this Agreement.

Captions not to be Considered. All captions, sections, subsections, paragraphs or other titles contained in this Agreement are for reference purposes only and this Agreement shall be construed without reference to said captions or titles.

Executed for the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated affix their signatures this 19th day of January, 2011 to be effective as of the date specified herein.

The Children's Center, Inc.

By: _____
James T. Keel
President

By: _____
Mark Correro
Chair

Galveston County:

By: _____
Mark Henry
County Judge

Attest: _____
Dwight D. Sullivan
County Clerk

Exhibit A
Admission/Screening Process

THE CHILDREN'S CENTER, INC.
YEAGER YOUTH CRISIS CENTER

SPECIAL PROCEDURES FOR EVALUATING CHILDREN BETWEEN THE AGES OF THREE (3) AND SIX (6) AND SERVING THEM IF APPROVED FOR ADMISSION

The Albertine Yeager Youth Crisis Center will utilize a number of special protocols when serving children between the ages of three (3) and six (6) years of age in order to assure that their care, health, safety and developmental needs are appropriately managed.

1. Children must be fecally continent.

2. Children must be verbal and able to clearly express their needs.

3. Three, four and five year olds will require line of sight supervision during waking hours to include bathing and hygiene.

4. Generally, three, four, and five year olds will be provided child care during the day at the Galveston Island Child Development Center, a program of The Children's Center, Inc., which is licensed by T.D.F.P.S. as a day and evening child care program. The program will allow for these children to play and interact in classes of children of their own age.

5. The line of sight staff member supervising any three, four or five year olds in the program will provide recreational activities for the children in the evening and on weekends, based upon the recommendations of the Executive or Program Director of the Galveston Island Child Development Center who are early childhood care and education specialists.

Gregory Green
Executive Director

THE CHILDREN'S CENTER, INC.
YEAGER YOUTH CRISIS CENTER

ADMISSION POLICY

The eligibility requirements for individuals admitted to the Emergency Shelter are as follows:

A. The youth must be between the ages of three (3) and seventeen (17), be involved in a family crisis or otherwise in need of shelter.

B. It is the Children's Center, Inc. policy to be non-discriminatory with all clients. No child shall be deemed admission solely based on race, creed, sex, religion, national origin, medical or handicapping condition or sexual preference.

C. Youth must indicate a willingness to work with the staff and within the program toward a solution to his/her problem.

D. Consent of a parent or legal guardian is required for all admissions. Note: In a crisis situation, a youth may be admitted and parental consent obtained within 24 hours.

E. The Children's Center, Inc., Yeager Youth Crisis Center program reserves the right to refuse admission to any youth when it is felt that the program is not equipped to provide appropriate services. The Program Director is responsible for denying admission, if necessary. We are NOT able to appropriately serve the following:

   1. Youth who are suicidal or have made a suicide attempt within thirty days prior to request for admission.

   2. Youth who have a history of violent behavior or had a serious episode of violence within the last 30 days.

   3. Youth whose behavior has the potential to be seriously disruptive when combined with youth already in residence.

   4. Sexual offenders or youth with serious sexual acting out behavior.

F. A health screening is required within 48 hours or the first workday after admissions. The agency provides screenings for all residents.

G. If a child shows evidence of illness or abuse, he/she will be examined immediately by a licensed physician.

Exhibit B

Supervision Guidelines

"Galveston County Contract Extension" Tracking System

Date of Initial Placement·

Date of Request for Extension.

Name of Youth. DOB·

Gender· _____Male _____Female

Parents' name, address telephone number.

Name of Parents. Phone number:

Address

A. Circumstances or reasons for need of extension

_____
_____
_____
_____

B Previous Admission Under County Contract (dates, reason for admission and length of each shelter stay or note no previous admission).

1) _____
2) _____
3) _____

Albertine Yeager Youth Crisis Center staff must fax the preceding information to Galveston County Child Protective Services Program Director

Approved_____ Not Approved_____ (check one)

_____ _____
Program Director Date

A status report on day 10 or the weekday just prior to day 10 (if on Saturday) or day just after day 10 (if on Sunday) as to the intended discharge date of the child (within the 14 approved period for shelter stay) or if there are mitigating circumstances; what the circumstances are and a new Albertine Yeager Youth Center-"Galveston County Contract Initial Placement" Tracking System form must be submitted to Child Protective Services Program Director

The Jameson Center
(Part of The Children's Center, Inc.)

Galveston County Contract Initial Placement Tracking System

Date of initial placement: _____

14 day placement date: _____

Name of Youth_____DOB_____

Parent's name, address, telephone number:

Name of Parent: _____Phone number_____

Address: _____

A. Parent Resources: (What other payment options were sought before using county funds?
1) _____
2) _____
3) _____
4) _____
5) _____

B. Circumstances or reasons for need of shelter stay. (Parent conflict, CPS referral, Law enforcement referral, Juvenile Justice Referral, homeless, parent in hospital/jail, parent refusing to assume supervision of child).

C. Previous Admissions Under County Contract (dates, reason for admissions and length of each shelter stay or note no previous admission):
1) _____
2) _____
3) _____

Jameson Center staff must fax the preceding information to Galveston County Child Protective Services Program Director.

Approved_____ Not approved_____ (check one)

_____ _____
Program Director Date

A status report on day 10 or the weekday just prior to day 10 (if on a Saturday) or day just after day 10 (if on a Sunday) as to the intended discharge date of the child (within the 14 day approved period for foster care stay) or if there are mitigating circumstances, what the circumstances are and a new Jameson Center "Galveston County Contract Initial Placement" Tracking System form must be submitted to Child Protective Services Program Director

Exhibit C
Initial Placement Form

Exhibit C
"Galveston County Contract Initial Placement" Tracking System Form
Family Crisis Center

Date of initial placement: _____

30 day placement date: _____

Name of Youth_____DOB_____

_____Male _____Female (check one)

Parent's name, address, telephone number:

Name of Parent: _____Phone number_____

Address: _____
Number City State Zip

A. Parent Resources: (What other payment options were sought before using county funds?
1) _____
2) _____
3) _____
4) _____
5) _____

B. Circumstances or reasons for need of stay. (Parent conflict, CPS referral, Law enforcement referral, Juvenile Justice Referral, homeless, parent in hospital/jail, parent refusing to assume supervision of child).

C. Previous Admissions Under County Contract (dates, reason for admissions and length of each shelter stay or note no previous admission):
1) _____
2) _____
3) _____

Center staff must fax the preceding information to Galveston County Child Protective Services Program Director.

Approved_____ Not approved_____ (check one)

_____ _____
Program Director Date

A status report on day 10 or the weekday just prior to day 10 (if on a Saturday) or day just after day 10 (if on a Sunday) as to the intended discharge date of the child (within the 30 day approved period for shelter stay) or if there are mitigating circumstances, what the circumstances are and a new "Galveston County Contract Initial Placement"

Tracking System form must be submitted to Child Protective Services Program Director

Exhibit C
"Galveston County Contract Initial Placement" Tracking System Form
Yeager Center or Jameson Center (circle one)

Date of initial placement: _____

14 day placement date: _____

Name of Youth_____DOB_____

_____Male _____Female (Check one)

Parent's name, address, telephone number:

Name of Parent: _____Phone number_____

Address: _____
Number City State Zip

A. Parent Resources: (What other payment options were sought before using county funds?
1) _____
2) _____
3) _____
4) _____
5) _____

B. Circumstances or reasons for need of shelter stay. (Parent conflict, CPS referral, Law enforcement referral, Juvenile Justice Referral, homeless, parent in hospital/jail, parent refusing to assume supervision of child).

C. Previous Admissions Under County Contract (dates, reason for admissions and length of each shelter stay or note no previous admission):
1) _____
2) _____
3) _____

Center staff must fax the preceding information to Galveston County Child Protective Services Program Director.

Approved_____ Not approved_____ (check one)

_____ _____
Program Director Date

A status report on day 10 or the weekday just prior to day 10 (if on a Saturday) or day just after day 10 (if on a Sunday) as to the intended discharge date of the child (within the 14 day approved period for shelter stay) or if there

are mitigating circumstances, what the circumstances are and a new "Galveston County Contract Initial Placement" Tracking System form must be submitted to Child Protective Services Program Director

Exhibit D
Extension Form

Exhibit D
"Galveston County Contract Extension" Tracking System Form
Family Crisis Center

Date of Initial Placement _____

Date of Request for Extension_____

Name of youth_____ Date of birth_____

_____Male _____Female (check one)

Parents' name, address, telephone number·

_____Name _____Phone number

_____
Address City State Zip

A Circumstances or reasons for need of extension.

_____
_____
_____
_____

B Previous Admission Under County Contract (dates, reason for admission and length of each shelter stay or note no previous admission):

1) _____
2) _____
3) _____

Center staff must fax the preceding information to Galveston County Child Protective Services Program Director.

Approved_____ Not Approved_____ (check one)

_____ _____
Program Director Date

A status report on day 10 or the weekday just prior to day 10 (if on Saturday) or day just after day 10 (if on Sunday) as to the intended discharge date of the child (within the 30 day approved period for shelter stay) or if there are mitigating circumstances, what the circumstances are and a new "Galveston County Contract Initial Placement" Tracking System form

must be submitted to Child Protective Services Program Director.

Exhibit E
Project Safe Place

The Children's Center is proposing a revision of its Galveston County Contract to create a Coordinator for Project Safe Place to be organized throughout Galveston County. Project Safe Place is a prevention and early intervention activity to support children and youth in Galveston County. It is created through a partnership between The Children's Center, Inc. and the business community of Galveston County to provide Safe Place sites for children and youth.

A distinctive yellow and black Safe Place sign is prominently displayed at each site. Children and youth can seek safety at Safe Place sites if they are in crisis and in need of supportive resources. Businesses are trained to offer the youth temporary refuge at the site and to contact the Albertine Yeager Youth Crisis Center (emergency shelter) toll free at 888-763-8861. A trained Safe Place staff/ volunteer is then dispatched to the Safe Place site and if the family cannot be reached or there are critical family problems, the staff/volunteer transports the youth to the Albertine Yeager Youth Crisis Center where appropriate arrangements can be made.

The Safe Place Coordinator will provide training in the public and private schools throughout Galveston County, providing youth with knowledge of the program and the locations of the sites. The Children's Center is proposing that the contract amendment allow up to $40,000 to be utilized to support a staff salary.

AGENDA ITEM #25

County of Galveston

Lanny Brown
DIRECTOR, COMMUNITY SERVICES

January 11, 2011

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

Gentlemen:

A Resolution supporting The Galveston Windstorm Action Committee, Inc was approved in Commissioners' Court on August 2, 2006. GWACI has advised the Galveston County Commissioners' Court when significant changes in the statute governing the Texas Windstorm Insurance Association are being proposed which could pose unjustified cost increases of major proportion and offers alternative proposals which would more completely or permanently resolve issues deemed necessary to be updated or improved at a lesser affordable cost to policy holders.

On September 1, 2010 Commissioners' Court adopted the FY 2011 budget which approved payment of $15,000.00 to The Galveston Windstorm Action Committee, Inc.

Please authorize the Community Services Division office to generate the FY 2011 payment to be made from account # 11014401005503010.

Regards,

Lanny Brown, Director
Galveston County Community Services
722 Moody 5th Floor
Galveston, TX 77550

Upon motion of County Judge Yarbrough, seconded by Commissioner Holmes, and carried, It is Ordered by the Court that the following Resolution supporting the Galveston County Windstorm Action Committee, Inc and their efforts to provide balance and reason to the debate on windstorm rates be and is approved

13

RESOLUTION

TO ALL OF GOOD WILL TO WHOM THESE PRESENTS COME:

WHEREAS, The Galveston Windstorm Action Committee, Inc (GWACI) has effectively represented the citizens of Galveston County's best interests in matters of windstorm insurance since 1986, and

WHEREAS, during the past 20 years, GWACI has worked with Galveston s Legislators and other members of the Texas Legislature for the defeat of many harmful bills, some of which even threatened to triple the cost of windstorm insurance purchased through the Texas Property Catastrophe Insurance Association, an additional cost approaching the amount of the total City of Galveston ad valorem tax revenues, which, if not defeated, would have wreaked serious economic harm to the County of Galveston, and

WHEREAS GWACI advises the Galveston Commissioners Court that significant changes in the statute governing the Texas Windstorm Insurance Association are being proposed which could again pose unjustified cost increases of major proportions, and

WHEREAS GWACI has proposed alternative proposals which would more completely and more permanently resolve the issues deemed necessary to be updated or improved, at a lesser, affordable cost to policyholders,

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF GALVESTON, TEXAS

SECTION 1 The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Commissioners Court and made a part hereof for all purposes

SECTION 2 The Commissioners Court of Galveston County, Texas, hereby urges the Texas Legislature to do all within its considerable power and ability to utilize the proposals of the Galveston Windstorm Action Committee, Inc to improve and update the operation of the Texas Windstorm Insurance Association to meet 2006 needs and financial requirements, and to prevent the enactment of proposals which could unnecessarily increase Galveston County residents and businesses costs for windstorm insurance

SECTION 3 The Commissioners Court of Galveston County, Texas, hereby authorizes the County Judge to send a certified and true copy of this Resolution to Senators Mike Jackson and Kyle Janek, and Representatives Craig Eiland and Larry Taylor

Evidenced this the 2nd day of August, 2006

James D Yarbrough, Galveston County Judge

Attest Mary Ann Daigle County Clerk
Galveston County Texas

AGENDA ITEM #26

Odom, Linda

From: Odom, Linda
Sent: Tuesday, January 11, 2011 11 48 AM
To: Brown, Lanny
Subject: Agenda GCHD EMS/East/West pmt approval
Attachments: PmtAuthorization 2011 docx, GCHD001East PDF, GCHD001West PDF

Patricia,

Please include in the next available agenda the following·

Consideration of authorizing the Community Services Division to pay the approved FY 2011 amounts for Emergency Medical Services to the Galveston County Health District for East and West Unincorporated Areas of Galveston County under perpetual contracts originally approved by the Court in 2006

The payment authorization letter and the original contracts are attached as support documentation.

Thanks,

Lanny Brown, Director
Community Services Division
The County of Galveston, Texas
5th Floor – 722 Moody
Galveston, Texas 77550
409-770-5545 Main
409-770-5591 Fax
409-765-3125 RightFax
409-939-1388 Cell

County of Galveston

Lanny Brown
DIRECTOR, COMMUNITY SERVICES

January 11, 2011

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

Gentlemen:

The original Emergency Medical Services Agreement for Unincorporated areas of Galveston County **West** between Galveston County, the Galveston County Health District, the City of Hitchcock, City of Tiki Island and the City of Bayou Vista was approved January 30, 2006 and remains perpetual. On September 1, 2010, the FY 2011 budget was adopted designating $266,600.00 for this contract to be made in quarterly payments of $66,650.00.

The original Emergency Medical Services Agreement for Unincorporated Areas of Galveston County **East** between Galveston County and the Galveston County Health District was approved January 30, 2006 and remains perpetual. On September 1, 2010, the FY 2011 budget was adopted designating $353,400.00 for this contract to be made in quarterly payments of $88,350.00.

Please authorize the Community Services Division office to generate the FY 2011 payments to be made from account # 11014401005451104.

Regards,

Lanny Brown, Director
Galveston County Community Services
722 Moody 5th Floor
Galveston, TX 77550

The State of Texas :
:
County of Galveston :

Emergency Medical Services Agreement
Unincorporated Areas of Galveston County East

This Agreement is entered into by and between the Galveston County Health District, and the County of Galveston.

This Agreement is for emergency medical services and is being entered into as a result of the announced withdrawal of ambulance services provided by Thomas Ambulance Service to those portions of the unincorporated areas of the county shown on the map attached hereto as Exhibit A ("Service Area")

This Agreement is being drafted on an emergency basis and although the parties intend to consider the main issues it is anticipated that other matters will arise that are not being addressed by this Agreement. Accordingly, the parties agree to use their best efforts to mutually negotiate and resolve all questions and problems as and when they arise

The parties also agree that due to the emergency situation that has arisen for the continued need of ambulance services the County Judge or his designee and the Chief Executive Officer of the Galveston County Health District or his designee are empowered to make day to day decisions interpreting the provisions of this Agreement. These decisions will be memorialized through the use of e-mail or fax These decisions will also be binding on each party's governmental entity

Whereas, Chapter 121 of the Health and Safety Code authorizes the creation of the Galveston County Health District and authorizes the District to provide health services for the County and for various Cities located within the County of Galveston, and

Whereas, it has been determined that the District is able to furnish such services on an "at-cost" basis, and

Whereas, the County deems it to be in the best interest of the health, safety and general welfare of their citizens to enter into this Agreement for the purposes stated;

Now, Therefore, the County of Galveston and the Galveston County Health District, in consideration of the promises, covenants, conditions and payments to be made hereby mutually agree as follows:

1. EFFECTIVE DATE OF AGREEMENT AND TERMINATION

This Agreement shall be and become effective from and after 12.01 a.m. on the 1st day of February, 2006

The first term of this Agreement shall expire on midnight, September 30, 2006. Thereafter this Agreement shall continue in full force and effect on a year to year basis until it is terminated as set forth below.

This Agreement may be terminated as to any party if any party breaches a material provision of this Agreement. The non-breaching parties shall provide the breaching party written notice of the material breach The breaching party shall cure the breach within ten (10) calendar days or the agreement automatically terminates as to the breaching party.

This Agreement may be terminated by any party as to that party, with or without cause, or for convenience upon sixty (60) days prior written notice of the party desiring to terminate to the other parties of its intention.

2. District to Furnish Ambulance

District agrees to station one ambulance in the Service Area. The vehicle will be housed in such facilities deemed by the parties to be appropriate. The vehicle will be fully equipped with such medical supplies and equipment as is required by Texas Health and Safety Code Chapter 157 and in accordance with medical control protocols established by the EMS Medical Director for the District.

3. Emergency Medical Service

For and in the consideration paid by the County, as herein provided, the District agrees to operate, furnish and manage, on a 24-hour basis, a public emergency medical service within the Service Area This service will be provided for the use and benefit of the parties, their inhabitants, visitors and all others who may have occasion to need and require prompt emergency medical service in connection therewith. For purposes of this Agreement, the term "public emergency medical service" shall mean and include service for the emergency treatment and transportation of persons in medical distress to an appropriate medical facility.

The District shall also provide all medical supplies required in connection with furnishing emergency medical treatment services. The operation or supervision of any hospital, clinic medical center, emergency room or other medical facility shall not be deemed to be included within this Agreement

4. Personnel

District will provide the personnel necessary to operate the vehicles. Such Emergency Medical Technicians or Paramedics shall be scheduled to provide coverage 24 hours per day

All District emergency medical personnel shall be subject to District's personnel and grievance policies.

District employees shall be deemed employees of the District and not employees of the other parties, and shall serve under District's direction and control. The District shall set all salaries and the District shall control the manner and method in which all employees perform their respective and various functions Further, District's emergency medical personnel shall be certified pursuant to the applicable standards set forth by State law.

The District will be responsible for providing Worker's Compensation to their employees

5. Payments by County to District

District has prepared a budget for the first term of this Agreement. A copy of this budget is attached hereto as Exhibit "B".

District agrees, beginning with the second term of this Agreement and continuing each year thereafter to prepare an annual budget for District's operations under this Agreement by no later than July 1st of each year. The budget shall include salaries of District employees, fringe benefits, supplies, training, maintenance, travel, fees, vehicle rental, fuel costs, automobile liability coverage, medical malpractice insurance and other such costs as may be required for the operation of the ambulances An additional amount equal to 5% of the above budgeted costs shall be included as administrative expense. The County will review, approve and appropriate sufficient funds for each upcoming budget prior to each renewal date.

Each budget shall be consistent with accepted Medical System Accounting practice, and sufficient in detail to show all expenditures of funds, and salaries of all personnel.

All rates charged individuals who require the services provided herein shall be those rates currently charged by the District to the citizens of Galveston Collection thereof shall be the responsibility of the District.

For services rendered by District the County will, during the first term of this Agreement (which commences February 1, 2006 and expires September 30, 2006), pay the District as follows:

County of Galveston will pay:	$216,147.00	Annualized: $324,220 50

During the first term of this Agreement the County will make its payments in three (3) equal payments with the exception that the first and second payments will be due immediately upon execution of this Agreement and the third payment will be tendered on July 1, 2006

Beginning with the second term of this Agreement the County will pay the District in equal amounts on a quarterly basis beginning October 1st of each year and continuing every three (3) months thereafter

Annually the County will collectively review all revenues received by District from all sources and, should such revenues exceed expenditures, the County will receive a refund on a

proportionate basis of such collections received by District, however the District is authorized to accumulate a fund balance not to exceed 10% of the annual budgeted amount prior to making such refund to the County. But if, upon this review, it appears the expenditures are not offset by revenues, the County will pay the shortfall to District up to a maximum of $125,000 per annum.

6. Administration

The County recognizes that the services called for under this Agreement will entail, on a consistent basis, extensive work and detail. Therefore the parties agree that District's Chief Executive Officer or his designee shall discharge District's administrative responsibilities hereunder and County Judge or his designee shall discharge the other parties' administrative responsibilities hereunder

7. Property

Complete title and ownership in and to the District vehicle and non-expendable equipment shall at all times remain in the District. The required permits for operation of the ambulance system shall likewise remain in the name of the District. Maintenance, operation functions for the system and fuel shall be provided through a contract the District will have with the City of Galveston and the costs shall be included in the budget.

8. Insurance

The District shall at all times maintain and keep in full force and effect one or more policies of medical malpractice insurance with amounts of coverage being at least One Million Dollars.

District shall at all times also maintain and keep in full force and effect one or more policies of public liability on their employees through the Texas Municipal League or such other insurance carrier which is mutually acceptable to the parties. The amount of coverage of each policy shall be no less than the maximum amount of liability to which each party may be exposed by the Texas Tort Claims Act, which currently is $250,000/$500,000/$100,000. The County will be named as additional insured on the public liability policy.

9. Miscellaneous

a. Failure upon the part of a party to enforce any provision of this Agreement shall not act as a waiver of compliance or estoppel against that party.

b. Any party who defaults under any term of this Agreement agrees to reimburse the other parties for their costs, including but not limited to attorneys' fees, expended for any dispute or litigation arising from this Agreement if the other parties are the prevailing parties But, prior to the institution of litigation, the parties will attempt to reconcile any differences they may have through mediation with each party paying their proportionate share of the costs thereof

c. That all of the covenants, conditions and provisions in this Agreement shall extend to and bind successor Commissioners' Courts and successor members of the Galveston County Health District

d. This Agreement shall be construed under the laws of the State of Texas and venue shall lie in Galveston County, Texas.

e Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement but such deletion shall in no way effect any other covenant, condition or provision herein contained.

f. The parties hereto agree that in no event shall any member of their respective governing body nor their officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof.

g. This Agreement will not be construed to act for the benefit of any third party.

Executed this the 30th day of January, 2006.

Galveston County Health District

Harlan "Mark" Guidry, M.D.

Attest:

Pisa Lewis

County of Galveston

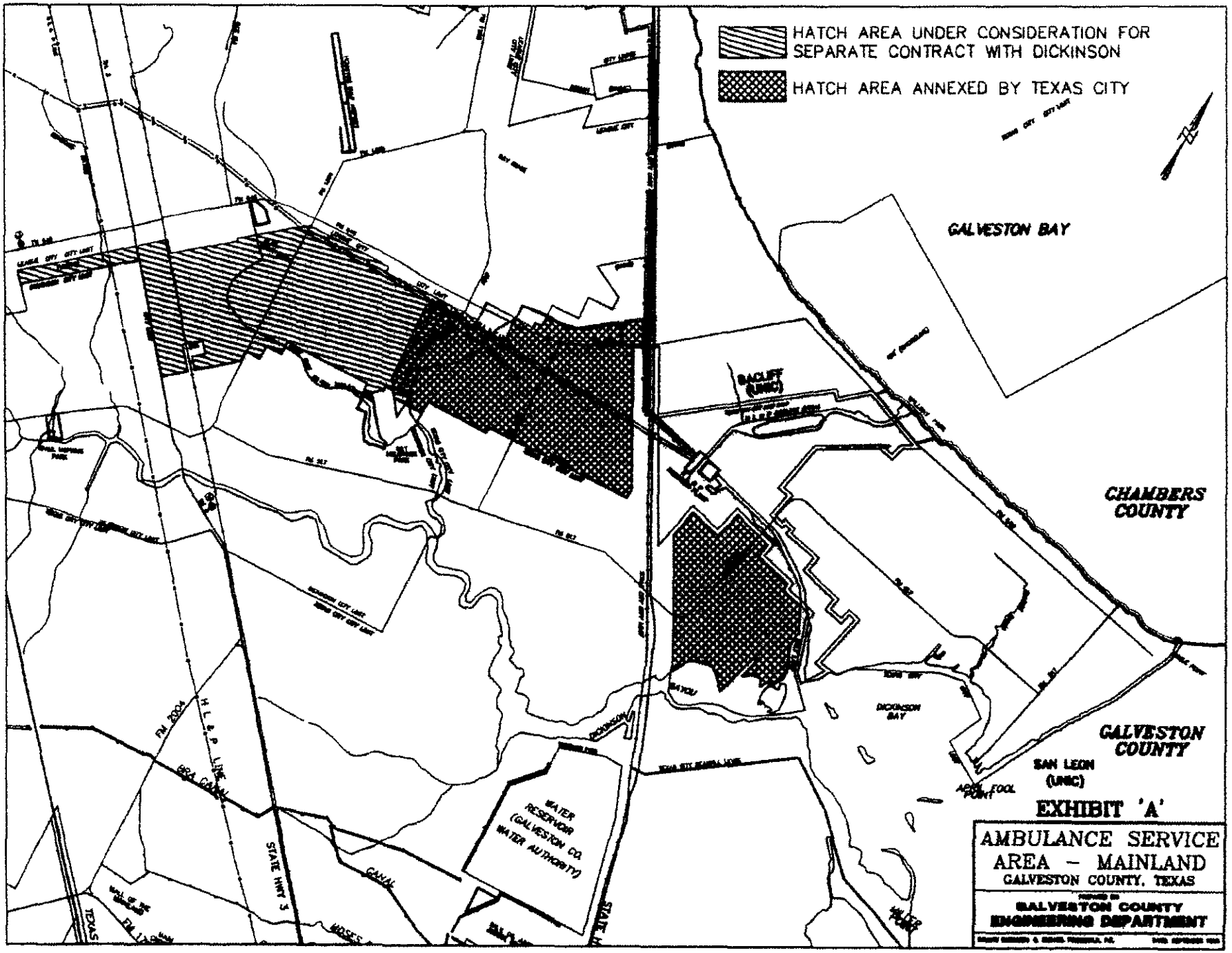
James D. Yarbrough
County Judge

Attest:

Mary Ann Daigle
County Clerk

Depts/healthdistrict/ambulance contract health district East Draft 5

Y Curtiss\WP\CSD\AMBULANC Current Emergency East Side Solution\Ambulance Contract Health District East draft (5) doc


HATCH AREA UNDER CONSIDERATION FOR SEPARATE CONTRACT WITH DICKINSON
HATCH AREA ANNEXED BY TEXAS CITY
GALVESTON BAY
CHAMBERS COUNTY
GALVESTON COUNTY
SAN LEON (UNIC)
DICKINSON BAY
WATER RESERVOIR (GALVESTON CO. WATER AUTHORITY)
STATE HWY 3
H L & P LINE
FM 2004
GANAL
TEXAS
EXHIBIT 'A'
AMBULANCE SERVICE AREA – MAINLAND
GALVESTON COUNTY, TEXAS
GALVESTON COUNTY ENGINEERING DEPARTMENT

GALVESTON COUNTY HEALTH DISTRICT
GALVESTON AREA AMBULANCE AUTHORITY
DRAFT - MAINLAND EXPANSION BUDGET
February 1, 2006 to September 30, 2006 (8 months)

	Mainland Transfer Budget	Hitchcock Budget	Bayshore Budget
PATIENT FEES	$40,000 00	$14,666 67	$14,666 67
PRIVATE INSURANCE	$220,000.00	$52,840 00	$52,840 00
MEDICARE	$142,233.33	$56,666.67	$56,666 67
MEDICAID	$40,000 00	$14,666 67	$14,666 67
LOCAL PROJECTS & FOUNDATIONS	$0 00	$0 00	$0 00
MEDICAL RECORDS REVENUE	$0 00	$500 00	$500 00
MISCELLANUOUS REVENUE	$0 00	$500.00	$500 00
INTEREST INCOME	$0 00	$0 00	$0 00
GAAA CONTRACTS	$185,333 33	$0 00	$0 00
WATER BILL DONATION FUND	$0.00	$0 00	$0 00
CITY OF GALVESTON	$0 00	$0 00	$0 00
COUNTY OF GALVESTON	$0 00	$200,147 24	$216,147 24
CITY OF HITCHCOCK	$0 00	$50,000.00	$0 00
BAYOU VISTA	$0 00	$16,666 67	$0 00
TIKI ISLAND	$0 00	$16,666.67	$0 00
TOTAL REVENUE	$627,566 67	$423,320 57	$355,987 24
SALARIES	$158,058.15	$234,002 50	$167,069 48
OVERTIME	$10,000.00	$30,000 00	$30,000 00
PART-TIME	$15,000.00	$30,000 00	$30,000 00
Comp Pay Premium	$250 00	$1,250 00	$1,250 00
FICA Insurance	$2,291.81	$3,393.04	$2,422 51
State Unemployment	$474 17	$702 01	$501 21
Employee Life Insurance	$1,088.74	$1,598 41	$1,124 82
Employe Dental	$0 00	$0 00	$0 00
Employee Disability	$584.81	$865 81	$618 16
Group Hospitalization	$27,374 26	$37,902.82	$23,864 74
Worker's Compensation	$10,000 00	$21,250 00	$21,250 00
Pension / Retirement	$18,413.54	$27,261 29	$19,463 59
Medical Director	$1,066.67	$4,600.00	$4,600 00
Misc Contract Services	$1,166 67	$1,166 67	$1,166 67
Janitorial	$0 00	$0 00	$0 00
Ground Upkeep Contract			
Pest Control	$125.00	$225 00	$225 00
Office Supplies	$3,000 00	$3,000.00	$3,000 00
Operating Expenses	$10,000.00	$25,000 00	$25,000 00
Pharmaceutical Supplies	$5,000 00	$12,500 00	$12,500 00
Expendable Equipment	$0 00	$0 00	$0 00
Uniforms	$2,250.00	$3,250 00	$3,250 00
Postage	$2,500 00	$2,500 00	$2,500 00

Telephone	$4,500 00	$4,500 00	$4,500 00
Natural Gas	$450 00	$450 00	$450 00
Electricity	$1,750 00	$3,200 00	$3,200 00
Travel, Local	$0 00	$0 00	$0 00
Travel, Out of Town	$0 00	$0 00	$0 00
Training, Local	$0.00	$1,250 00	$1,250 00
Training, Out of Town	$1,333 33	$1,333 33	$1,333 33
Rentals	$2,615 00	$935 00	$935 00
Leases	$0.00	$0 00	$8,000 00
Maint / Repair Equip	$2,750 00	$2,750 00	$2,750 00
Maint / Repair Auto	$20,000 00	$20,000 00	$20,000.00
Maint / Repair Building	$10,000 00	$12,500 00	$12,500 00
Maint / Repair MIS	$1,875 00	$1,875 00	$1,875 00
Insurance - Auto/truck	$8,000.00	$2,000 00	$2,000 00
Insurance - General Liability	$4,450 00	$4,450 00	$4,450.00
Insurance - Building	$0 00	$1,000 00	$1,000 00
Insurance - Malpractice	$750.00	$750 00	$750 00
Vehicles	$0 00	$0 00	$0 00
Operating Equipment	$0 00	$0 00	$0 00
Computers, Fax, etc	$5,100 00	$5,100 00	$5,100 00
Newspaper ADS	$250 00	$250 00	$250 00
Subscriptions	$0 00	$375 00	$375 00
Association Dues	$0 00	$250 00	$250 00
Professional Fees / Licenses / Insp	$500.00	$500 00	$500 00
Professional Services	$1,875 00	$1,875 00	$1,875 00
Med/Haz Waste Disposal	$125 00	$125 00	$125 00
Trash Removal	$0 00	$0 00	$0 00
Service Charge - Bank Fees	$187 50	$187 50	$187 50
Service Charge - Credit Cards	$175 00	$175 00	$175 00
Interest Expense	$0 00	$0 00	$0 00
Miscellaneous Expense	$500 00	$500 00	$500 00
Collection Agency Fees	$1,666 67	$1,666 67	$1,666 67
Administrative Fees	$6,666 67	$20,000 00	$20,000 00
Other Financing Sources (CAPITAL)	$43,337 95	$20,342 30	$24,764 54
Total Expenditures	$387,498 93	$548,807 34	$470,568 21
NET CHANGE	$240,067 74	-$125,486 77	-$114,580 97

The State of Texas '

'

County of Galveston '

Emergency Medical Services Agreement
Unincorporated Areas of Galveston County West

This Agreement is entered into by and between the Galveston County Health District, and the County of Galveston, the City of Hitchcock, the City of Tiki Island and the City of Bayou Vista

This Agreement is for emergency medical services and is being entered into as a result of the announced withdrawal of ambulance services provided by Thomas Ambulance Service to those portions of the unincorporated areas of the county West of the G H and H R R line shown on the map attached hereto as Exhibit A ("Service Area").

This Agreement is being drafted on an emergency basis and although the parties intend to consider the main issues it is anticipated that other matters will arise that are not being addressed by this Agreement. Accordingly, the parties agree to use their best efforts to mutually negotiate and resolve all questions and problems as and when they arise.

The parties also agree that due to the emergency situation that has arisen for the continued need of ambulance services the County Judge or his designee and the Chief Executive Officer of the Galveston County Health District or his designee are empowered to make day to day decisions interpreting the provisions of this Agreement. These decisions will be memorialized through the use of e-mail or fax These decisions will also be binding on each party's governmental entity

Whereas, Chapter 121 of the Health and Safety Code authorizes the creation of the Galveston County Health District and authorizes the District to provide health services for the County and for various Cities located within the County of Galveston, and

Whereas, it has been determined that the District is able to furnish such services on an "at-cost" basis, and

Whereas, the County and the Cities deem it to be in the best interest of the health, safety and general welfare of their citizens to enter into this Agreement for the purposes stated,

Now, Therefore, the County of Galveston, the City of Hitchcock, the City of Tiki Island and the City of Bayou Vista and the Galveston County Health District, in consideration of the promises, covenants, conditions and payments to be made hereby mutually agree as follows

1. EFFECTIVE DATE OF AGREEMENT AND TERMINATION

This Agreement shall be and become effective from and after 12 01 a m on the 1st day of February, 2006.

The first term of this Agreement shall expire on midnight , September 30, 2006. Thereafter this Agreement shall continue in full force and effect on a year to year basis until it is terminated as set forth below

This Agreement may be terminated as to any party if any party breaches a material provision of this Agreement. The non-breaching parties shall provide the breaching party written notice of the material breach The breaching party shall cure the breach within ten (10) calendar days or the agreement automatically terminates as to the breaching party.

This Agreement may be terminated by any party as to that party, with or without cause, or for convenience upon sixty (60) days prior written notice of the party desiring to terminate to the other parties of its intention

2. District to Furnish Ambulance

District agrees to station one ambulance in the Service Area. The vehicle will be housed in such facilities deemed by the parties to be appropriate. The vehicle will be fully equipped with such medical supplies and equipment as is required by Texas Health and Safety Code Chapter 157 and in accordance with medical control protocols established by the EMS Medical Director for the District

3. Emergency Medical Service

For and in the consideration paid by the parties, as herein provided, the District agrees to operate, furnish and manage, on a 24-hour basis, a public emergency medical service within the Service Area This service will be provided for the use and benefit of the parties, their inhabitants, visitors and all others who may have occasion to need and require prompt emergency medical service in connection therewith For purposes of this Agreement, the term "public emergency medical service" shall mean and include service for the emergency treatment and transportation of persons in medical distress to an appropriate medical facility.

The District shall also provide all medical supplies required in connection with furnishing emergency medical treatment services. The operation or supervision of any hospital, clinic medical center, emergency room or other medical facility shall not be deemed to be included within this Agreement.

4. Personnel

District will provide the personnel necessary to operate the vehicles Such Emergency Medical Technicians or Paramedics shall be scheduled to provide coverage 24 hours per day

All District emergency medical personnel shall be subject to District's personnel and grievance policies.

District employees shall be deemed employees of the District and not employees of the other parties, and shall serve under District's direction and control. The District shall set all salaries and the District shall control the manner and method in which all employees perform their respective and various functions Further, District's emergency medical personnel shall be certified pursuant to the applicable standards set forth by State law.

The District will be responsible for providing Worker's Compensation to their employees.

5. Payments by County and Cities to District

District has prepared a budget for the first term of this Agreement. A copy of this budget is attached hereto as Exhibit "B"

District agrees, beginning with the second term of this Agreement and continuing each year thereafter to prepare an annual budget for District's operations under this Agreement by no later than July 1st of each year. The budget shall include salaries of District employees, fringe benefits, supplies, training, maintenance, travel, fees, vehicle rental, fuel costs, automobile liability coverage, medical malpractice insurance and other such costs as may be required for the operation of the ambulances An additional amount equal to 5% of the above budgeted costs shall be included as administrative expense The County and the Cities will review, approve and appropriate sufficient funds for each upcoming budget prior to each renewal date

Each budget shall be consistent with accepted Medical System Accounting practice, and sufficient in detail to show all expenditures of funds, and salaries of all personnel

All rates charged individuals who require the services provided herein shall be those rates currently charged by the District to the citizens of Galveston Collection thereof shall be the responsibility of the District

For services rendered by District the parties will, during the first term of this Agreement (which commences February 1, 2006 and expires September 30, 2006), pay the District as follows

City of Hitchcock will pay:	$50,000	Annualized: $75,000
City of Tiki Island will pay.	$16, 666 67	Annualized $25,000
City of Bayou Vista will pay	$16,666 67	Annualized. $25,000
County of Galveston will pay.	$200,147 25	Annualized $300,220 86

During the first term of this Agreement the Cities will make their payments quarterly upon execution of this Agreement The County will make its payments in three (3) equal payments with the exception that the first and second payments will be due immediately upon execution of this Agreement and the third payment will be tendered on July 1, 2006

Beginning with the second term of this Agreement the parties will pay the District as follows

The Cities will pay the District in equal amounts on a quarterly basis beginning October 1st of each year and continuing every three (3) months thereafter

The County will pay the District in equal amounts on a quarterly basis beginning October 1st of each year and continuing every three (3) months thereafter

Annually the parties will collectively review all revenues received by District from all sources and, should such revenues exceed expenditures, the County will receive a refund on a proportionate basis of such collections received by District, however the District is authorized to accumulate a fund balance not to exceed 10% of the annual budgeted amount prior to making such refund to the County But if, upon this review, it appears the expenditures are not offset by revenues, the County will pay the shortfall to District up to a maximum of $125,000 per annum

6. Administration

The parties recognize that the services called for under this Agreement will entail, on a consistent basis, extensive work and detail. Therefore the parties agree that District's Chief Executive Officer or his designee shall discharge District's administrative responsibilities hereunder and County Judge or his designee shall discharge the other parties' administrative responsibilities hereunder.

7. Property

Complete title and ownership in and to the District vehicle and non-expendable equipment shall at all times remain in the District. The required permits for operation of the ambulance system shall likewise remain in the name of the District. Maintenance, operation functions for the system and fuel shall be provided through a contract the District will have with the City of Galveston and the costs shall be included in the budget.

8. Insurance

The District shall at all times maintain and keep in full force and effect one or more policies of medical malpractice insurance with amounts of coverage being at least One Million Dollars.

District shall at all times also maintain and keep in full force and effect one or more policies of public liability on their employees through the Texas Municipal League or such other insurance carrier which is mutually acceptable to the parties. The amount of coverage of each policy shall be no less than the maximum amount of liability to which each party may be exposed by the Texas Tort Claims Act, which currently is $250,000/$500,000/$100,000 The County and the Cities will each be named as additional insureds on the public liability policy

9. Miscellaneous

a Failure upon the part of a party to enforce any provision of this Agreement shall not act as a waiver of compliance or estoppel against that party

b. Any party who defaults under any term of this Agreement agrees to reimburse the other parties for their costs, including but not limited to attorneys' fees, expended for any dispute or litigation arising from this Agreement if the other parties are the prevailing parties But, prior to the institution of litigation, the parties will attempt to reconcile any differences they may have through mediation with each party paying their proportionate share of the costs thereof.

c That all of the covenants, conditions and provisions in this Agreement shall extend to and bind successor Commissioners' Courts and successor City Councils and successor members of the Galveston County Health District

d. This Agreement shall be construed under the laws of the State of Texas and venue shall lie in Galveston County, Texas.

e Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement but such deletion shall in no way effect any other covenant, condition or provision herein contained.

f. The parties hereto agree that in no event shall any member of their respective governing body nor their officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof.

g. This Agreement will not be construed to act for the benefit of any third party

Executed this the 30th day of January, 2006

Galveston County Health District

Harlan "Mark" Guidry, M.D.
1/30/06

Attest:

Pisa Lewis

County of Galveston

James D. Yarbrough
County Judge

Attest:

Mary Ann Daigle
County Clerk

City of Hitchcock

Lee Sanders
Mayor

Attest:

Rose Marie Theiler
City Secretary

City of Tiki Island

Charles Everts
Mayor

Attest:

Karen Haggerman
City Secretary

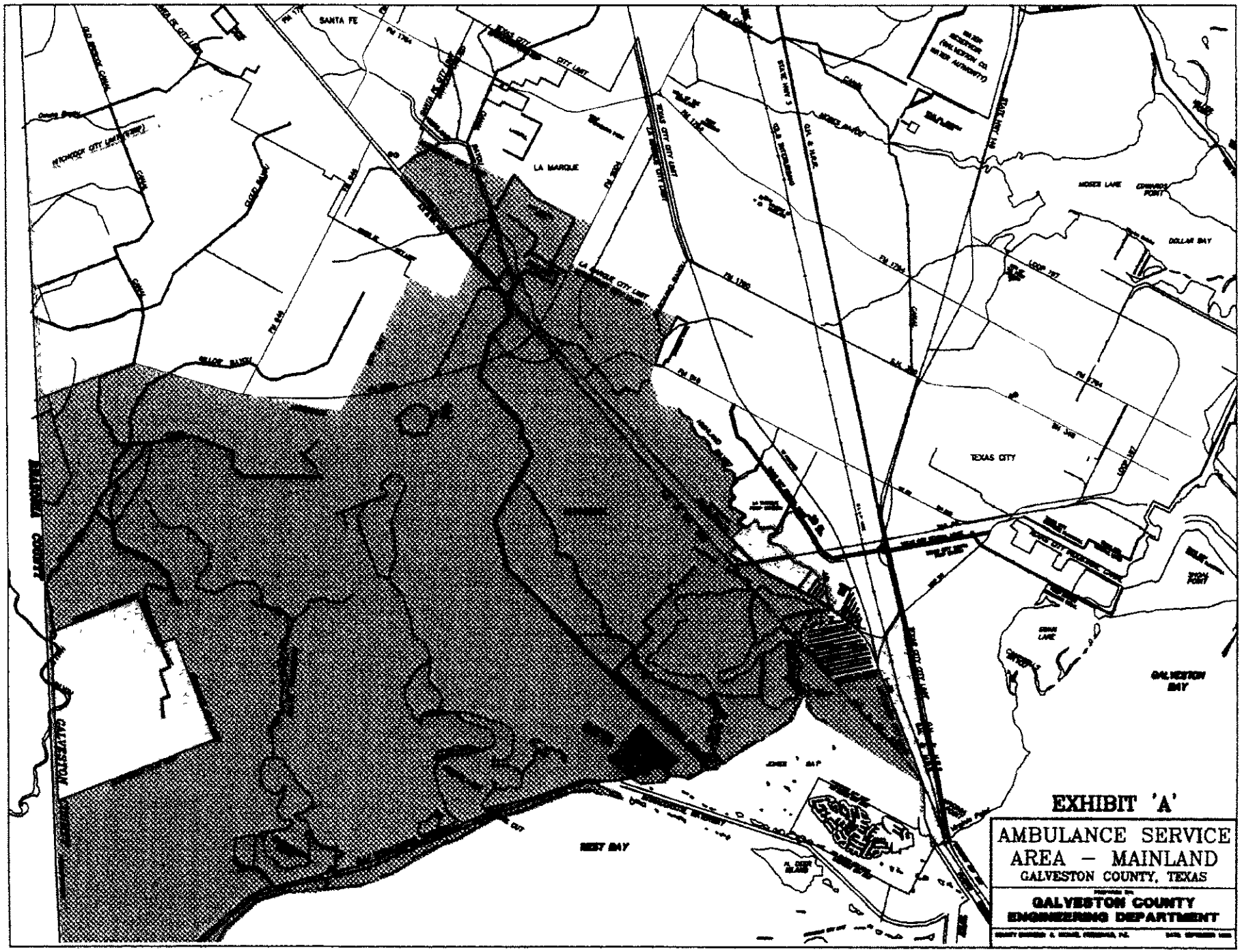
City of Bayou Vista

William Jackson
Mayor

Attest:

Paula Eshelman
City Secretary

Depts./healthdistrict/ambulance contract health district West Draft 5


SANTA FE
LA MARQUE
TEXAS CITY
MOSES LAKE
DOLLAR BAY
GALVESTON BAY
REST BAY
GALVESTON COUNTY
EXHIBIT 'A'
AMBULANCE SERVICE
AREA – MAINLAND
GALVESTON COUNTY, TEXAS
GALVESTON COUNTY
ENGINEERING DEPARTMENT

BROWN_C

2006 Mainland Expansion Budget_rev1.xls
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GALVESTON COUNTY HEALTH DISTRICT
GALVESTON AREA AMBULANCE AUTHORITY
DRAFT - MAINLAND EXPANSION BUDGET
February 1, 2006 to September 30, 2006 (8 months)

	Mainland Transfer Budget	Hitchcock Budget	Bayshore Budget
PATIENT FEES	$40,000 00	$14,666 67	$14,666 67
PRIVATE INSURANCE	$220,000 00	$52,840 00	$52,840 00
MEDICARE	$142,233 33	$56,666 67	$56,666 67
MEDICAID	$40,000 00	$14,666 67	$14,666 67
LOCAL PROJECTS & FOUNDATIONS	$0 00	$0 00	$0 00
MEDICAL RECORDS REVENUE	$0 00	$500 00	$500 00
MISCELLANUOUS REVENUE	$0 00	$500 00	$500 00
INTEREST INCOME	$0 00	$0 00	$0 00
GAAA CONTRACTS	$185,333 33	$0 00	$0 00
WATER BILL DONATION FUND	$0 00	$0 00	$0 00
CITY OF GALVESTON	$0 00	$0 00	$0 00
COUNTY OF GALVESTON	$0 00	$200,147 24	$216,147 24
CITY OF HITCHCOCK	$0 00	$50,000 00	$0 00
BAYOU VISTA	$0 00	$16,666 67	$0 00
TIKI ISLAND	$0 00	$16,666 67	$0 00
TOTAL REVENUE	$627,566 67	$423,320 57	$355,987 24
SALARIES	$158,056 15	$234,002 50	$167,069 48
OVERTIME	$10,000 00	$30,000 00	$30,000 00
PART-TIME	$15,000 00	$30,000 00	$30,000 00
Comp Pay Premium	$250 00	$1,250 00	$1,250 00
FICA Insurance	$2,291 81	$3,393 04	$2,422 51
State Unemployment	$474 17	$702 01	$501 21
Employee Life Insurance	$1,088 74	$1,598 41	$1,124 82
Employe Dental	$0 00	$0 00	$0 00
Employee Disability	$584 81	$865 81	$618 16
Group Hospitalization	$27,374 26	$37,902 82	$23,864 74
Worker's Compensation	$10,000 00	$21,250 00	$21,250 00
Pension / Retirement	$18,413 54	$27,261 29	$19,463 59
Medical Director	$1,066 67	$4,600 00	$4,600 00
Misc Contract Services	$1,166 67	$1,166 67	$1,166 67
Janitorial	$0 00	$0 00	$0 00
Ground Upkeep Contract			
Pest Control	$125 00	$225 00	$225 00
Office Supplies	$3,000 00	$3,000 00	$3,000 00
Operating Expenses	$10,000 00	$25,000 00	$25,000 00
Pharmaceutical Supplies	$5,000 00	$12,500 00	$12,500 00
Expendable Equipment	$0 00	$0 00	$0 00
Uniforms	$2,250 00	$3,250 00	$3,250 00
Postage	$2,500 00	$2,500 00	$2,500 00

Telephone	$4,500 00	$4,500 00	$4,500 00
Natural Gas	$450 00	$450 00	$450 00
Electricity	$1,750 00	$3,200 00	$3,200 00
Travel, Local	$0 00	$0 00	$0 00
Travel, Out of Town	$0 00	$0 00	$0 00
Training, Local	$0 00	$1,250 00	$1,250 00
Training, Out of Town	$1,333 33	$1,333 33	$1,333 33
Rentals	$2,615 00	$935 00	$935 00
Leases	$0 00	$0 00	$8,000 00
Maint / Repair Equip	$2,750 00	$2,750 00	$2,750 00
Maint / Repair Auto	$20,000 00	$20,000 00	$20,000 00
Maint / Repair Building	$10,000 00	$12,500 00	$12,500 00
Maint / Repair MIS	$1,875 00	$1,875 00	$1,875 00
Insurance - Auto/truck	$8,000 00	$2,000 00	$2,000 00
Insurance - General Liability	$4,450 00	$4,450 00	$4,450 00
Insurance - Building	$0 00	$1,000 00	$1,000 00
Insurance - Malpractice	$750 00	$750 00	$750 00
Vehicles	$0 00	$0 00	$0 00
Operating Equipment	$0 00	$0 00	$0 00
Computers, Fax, etc	$5,100 00	$5,100 00	$5,100 00
Newspaper ADS	$250 00	$250 00	$250 00
Subscriptions	$0 00	$375 00	$375 00
Association Dues	$0 00	$250 00	$250 00
Professional Fees / Licenses / Insp	$500 00	$500 00	$500 00
Professional Services	$1,875 00	$1,875 00	$1,875 00
Med/Haz Waste Disposal	$125 00	$125 00	$125 00
Trash Removal	$0 00	$0 00	$0 00
Service Charge - Bank Fees	$187 50	$187 50	$187 50
Service Charge - Credit Cards	$175 00	$175 00	$175 00
Interest Expense	$0 00	$0 00	$0 00
Miscellaneous Expense	$500 00	$500 00	$500 00
Collection Agency Fees	$1,666 67	$1,666 67	$1,666 67
Administrative Fees	$6,666 67	$20,000 00	$20,000 00
Other Financing Sources (CAPITAL)	$43,337 95	$20,342 30	$24,764 54
Total Expenditures	$387,498 93	$548,807 34	$470,568 21
NET CHANGE	$240,067 74	-$125,486 77	-$114,580 97

AGENDA ITEM #27

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

January 3, 2011

To: Hon. Mark Henry, County Judge
Members of Commissioners' Court

From: Dennis J Harris, Director
Department of Parks & Senior Services

Subject: **Agenda Item "Texans Feeding Texans" Grant Agreement (HDM-11-705)**

Please place the following item on Commissioners' Court Agenda for Wednesday, January 12, 2011

> "Consideration of execution of grant agreement between Galveston County Department of Parks & Senior Services and the Texas Department of Agriculture for the Texans Feeding Texans Home -Delivered Meal Grant Program, submitted by the Parks and Senior Services Director "

Attached you will find two original agreements for your consideration. For the 2011 fiscal year we have been **awarded $163,594.54.**

This will be our 4th year receiving this grant designed to supplement and increase existing home delivered meals service to homebound persons who are elderly and/or have a disability

The grant year is from February 1, 2011 through January 31, 2012 This agreement is due back to the State by January 14, 2011.

Should you have any questions please let me know.

DENNIS J. HARRIS

Attachments

Cc Evelyn Markides, Senior Services Manager
Connie Nicholson, Galveston County Grant Coordinator

1/19/11

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

February 2011

Dear Grantee:

Enclosed is a copy of your fully executed 2011 Texans Feeding Texans: Home-Delivered Meal Grant Program Agreement(s) for your records.

If you have any questions about the Agreement or this grant program please call me at (512) 463-6695 or contact me by e-mail at Grants@TexasAgriculture.gov.

Sincerely,

Lindsay A. Dickens

Lindsay Dickens
Grants Specialist

Enclosure

RECEIVED
FEB - 7 2011
Galveston County
Department of
Parks & Senior Services

PO Box 12847 Austin, Texas 78711 (512) 463-7476 Fax (888) 223-8861
www TexasAgriculture gov

GRANT AGREEMENT
Texas Department of Agriculture
Home-Delivered Meal Grant Program

I. RECITALS

1.1 **WHEREAS**, Grantor has established the Home-Delivered Meal Grant Program ("Program") to distribute grant funds to eligible organizations that provide home-delivered meals to Homebound persons who are Elderly and/or have a Disability; and

1.2 **WHEREAS**, Grantee has applied for a grant from the Program and has met all requirements for receiving the Grant.

1.3 **NOW, THEREFORE**, in consideration of the mutual promises and consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

II. DEFINITIONS

2.1 "**Agreement**" means this Grant Agreement and all attachments hereto

2.2 "**Department**" means the Texas Department of Agriculture.

2.3 "**Disability**" means a physical, mental or developmental impairment, temporarily or permanently limiting an individual's capacity to adequately perform one or more essential activities of daily living, which include, but are not limited to, personal and health care, moving around, communicating, and housekeeping.

2.4 "**Elderly**" means an individual who is 60 years of age or older.

2.5 "**Grant**" means the funds awarded to Grantee by Grantor, subject to the requirements of this Agreement, Texas Administrative Code Title 4, Part 1, Sections 1.950 et seq. and other Program requirements, in the amount of **$163,594.54** to be used in **Galveston** County.

2.6 "**Grantee**" means **Galveston County Department of Parks & Senior Services, 4102 Main Street, LaMarque, TX 77568.**

2.7 "**Grantor**" means the Texas Department of Agriculture, P O. Box 12847, Austin, Texas 78711

2.8 "**Grant Coordinator**" means Grantor's representative responsible for coordinating the Program

2.9 "**Homebound**" means a person who is unable to leave his or her residence without aid or assistance or whose ability to travel from his or her residence is substantially impaired

2.10 "**Program**" means Grantor's Home-Delivered Meal Grant Program.

2.11 "**Term of Agreement**" is February 1, 2011 through January 31, 2012.

III. GRANTOR AND GRANTEE OBLIGATIONS

3.1 **Award by Grantor.** Subject to the provisions of this Agreement and Texas Administrative Code Title 4, Part 1, Sections 1 950 et seq , Grantor hereby awards to Grantee the Grant, which Grantee shall use only to supplement and extend existing services related directly to the delivery of meals to Homebound persons that are Elderly and/or have a Disability.

3.2 **Performance by Grantee.** Grantee shall use Grant in accordance with the terms of this Agreement and Texas Administrative Code Title 4, Part 1, Sections 1 950 et seq.

3.3 **Grantee's Menu and Substitution Procedure.** Grantee shall have all menus and meal substitution procedures approved by a registered dietician on an annual basis. Grantee shall maintain documentation of such approval

3.4 **Grantee Meal Delivery and Temperature Standards and Procedures.** Grantee shall maintain policies to ensure compliance with meal temperature standards and the Program's four-hour delivery requirement at each meal preparation location. Grantee shall also maintain records demonstrating compliance with Grantee's policies. If Grantee does not comply with meal temperature standards and the four-hour delivery requirement due to exceptional circumstances the Grantee should seek written waiver from Grantor as soon as practicable following the occurrence of the exceptional event or circumstances. If Grantee fails to comply with the Program's four-hour delivery requirement, Grantee will be required to implement corrective action, as determined by TDA, prior to applying for future funds.

3.5 **Food Establishment Permits.** Simultaneously with execution of this Agreement, Grantee must provide Grantor with a copy of its food establishment permit, as issued by the applicable governmental permitting authority, whether that authority is a municipality, county, public health district, or the Texas Department of State Health Services ("DSHS").

3.6 **Exempt Grantee.** If a grantee claims exemption from the requirement to obtain a food establishment permit, the grantee must provide all necessary documentation to establish entitlement to such exemption, in a form satisfactory to Grantor. Pursuant to 25 TAC §229.372(c) (relating to DSHS permit requirements), only a nonprofit organization is exempt from payment of a permit fee. A "nonprofit organization" is as a civic or fraternal organization, charity, lodge, association, proprietorship or corporation possessing a 501(c) exemption under the Internal Revenue Code; or a religious organization meeting the definition of "church" as defined by the Internal Revenue Service.

3.7 **Inspection of Exempt Grantees.** If Grantor, in its sole discretion, determines that Grantee is exempt from the requirement to obtain a food establishment permit, Grantee must provide a current inspection report from a kitchen sanitation expert who is approved by the department, that reflects Grantee is in full compliance with the Texas Food Establishment Rules ("TFER") promulgated by DSHS Such inspection report must have been issued and signed by the kitchen sanitation expert within the 12 month period preceding the date of the award of the Program Grant.

3.8 **Failure to Obtain a Food Establishment Permit or Comply with TFER.** If it is determined that Grantee failed to obtain a required food establishment permit, or that Grantee failed to comply with TFER, Grantor, at its sole discretion, may exercise the remedies set forth in sections 6.1 and 7 1 of this Agreement, including, without limitation, termination of the Agreement and taking legal action to obtain full reimbursement of the Grant

IV. GRANTEE'S REPORTING REQUIREMENTS

4.1 **Budget.** Grantee shall provide a detailed budget for the year, attached hereto as "Attachment A", not to exceed **$163,594.54** for the Term of the Agreement, signed by the Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information

4.2 **Quarterly Report.** Grantee shall provide to Grantor a quarterly report in a format prescribed by Grantor The report must track the expenditure of Grant funds in sufficient detail to assure compliance with Program rules. Report due dates are as follows:

- June 1, 2011 for the period February 1, 2011 – April 30, 2011
- September 1, 2011 for the period May 1, 2011 – July 31, 2011.
- December 1, 2011 for the period August 1, 2011 – October 31, 2011
- March 1, 2012 for the period November 1, 2011 – January 31, 2012

4.3 **Failure to Comply with Reporting Requirements.** Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the withholding or revocation of a Grant, the refund of Grant funds disbursed, and/or Grantee's ineligibility for future Program funds.

4.4 **Notice of Failure to Receive County Grant.** Grantee shall promptly notify the Department of any failure to receive or reduction in the amount of the county grant funds required by Texas Administrative Code Title 4, Part 1, Section 1.953 as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive, or reduction in the amount of county grant funds may result in the withholding or revocation of a Grant or require Grantee to refund Grant funds disbursed

4.5 **Eligible Meals.** The Grant is based on the number of Eligible Meals served by **Galveston County Department of Parks & Senior Services**. Eligible Meals are calculated by subtracting the meals funded by the Texas Department of Aging and Disabilities and/or Area Agency on Aging, **69,116**, from the total number of meals as delivered by **Galveston County Department of Parks & Senior Services** in **Galveston** County between September 1, 2009 and August 31, 2010, **137,636**. The Grant was calculated on the remaining number, or **68,520** meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to reimburse Grantor the amount of the excess Grant funds received, on terms and conditions as may be set by Grantor.

V. RECORDKEEPING, ACCESS, INSPECTIONS, AUDITS AND INVESTIGATIONS

5.1 **Access by Grantor and State Auditor's Office.** During the Term of Agreement and for at least three years after termination of the Agreement, Grantee shall allow Grantor and/or the State Auditor's Office access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to this Agreement or the use of funds pursuant to this Agreement, in order to ascertain complete compliance with the provisions of this Agreement and with Program guidelines. Such records shall be maintained by Grantee at a location that is readily accessible to Grantor and/or the State Auditor's Office. Grantor further has the right to make a visual inspection of any assets purchased with Grant funds.

5.2 **Audits or Investigations by State Auditor's Office.** Grantee understands that acceptance of Grant funds under this Agreement acts as acceptance of the authority of the Department, the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the Department and the State Auditor's Office, or their successors, in the conduct of any audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit the funds received by Grantee is included in any subcontract it awards.

5.3 **Disallowance of Grant Funds.** Grantee understands and agrees that Grantee shall be liable to the Department for any costs disallowed as a result of any audit, investigation or review.

VI. USE OF GRANT FUNDS

6.1 **Allowable Expenditures.** Allowable expenditures include, but are not limited to, food costs and related preparation and packaging expenses, gasoline, costs for obtaining any required food establishment permit from the applicable governmental entity or permitting authority, costs for obtaining an inspection report from a kitchen food sanitation expert, if applicable, and other operational costs, but shall not be used for the purchase of capital assets Grant funds shall not be used for expenditures that are not made in compliance with any applicable State purchasing laws and regulations Grantee shall not, under any circumstances, use grant funds for alcoholic beverages, entertainment or charitable or political contributions. If requested by Grantor, Grantee must be able to produce proof of payment (stamped paid invoices or receipts) of all allowable expenditures

6.2 **Misuse of Grant Funds.** Grantor may require a full or partial refund of the Grant if: (a) Grant funds are misused, (b) Grants funds are used for Ineligible Meals; (c) Grant funds are used in an illegal manner, (d) Grant funds are used for non-allowable expenses, (e) Grantee violates the terms and conditions of this Agreement, or (f) Grantee made any misrepresentations to Grantor in obtaining this Grant. This provision is not exclusive of other grounds for withholding or recouping of funds or any other remedy, civil or criminal, which may be available to Grantor

6.3 **No Duplication of Services.** Grant funds shall not be used to duplicate services provided to Grantee's clients. Grantee shall have a system in place to prevent the duplication of services to Grantee's clients.

6.4 **Availability of State Funds.** This Agreement is subject to the availability of state funds. If such funds become unavailable during the Term of Agreement and Grantor is unable to obtain sufficient funds, this Agreement shall be reduced or terminated.

VII. TERM AND TERMINATION OF THE AGREEMENT

7.1 **Term and Termination.** Either party may terminate this Agreement before the end of the Term of Agreement, without cause, by delivering a written notice of termination to the other party. Early termination of this Agreement shall not relieve Grantee from the reporting requirements contained in sections IV, V, and VI of this Agreement.

7.2 **No Reimbursement Upon Termination.** In the event of termination of this Agreement, Grantor shall make no further disbursement of Grant funds to Grantee beyond those already approved at the time of termination, and Grantee specifically waives all rights to any such funds.

VIII. USE AND DISPOSITION OF PROPERTY

8.1 **Use of Property.** During the Term of Agreement, any property acquired with Grant funds shall be used in accordance with this Agreement, to accomplish the purposes of the Program.

8 2 **Records of Property.** Grantee shall maintain appropriate records of goods or property purchased with Grant funds and shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of such goods or property.

IX. AGREEMENT MODIFICATIONS

9.1 **Amending Agreement.** Except as provided in paragraph 9 6 below, this Agreement embodies the entire agreement between the parties, and there are no covenants, agreements, representations, warranties or restrictions between the parties other than those specifically set forth herein. Except as provided in paragraph 9 2 below, no modification or amendment to this Agreement is valid unless in writing and signed by the parties.

9.2 **Notification of Change in Grantee's Address.** Grantee must notify Grantor in writing within 30 days if Grantee's address changes during the Term of Agreement. Failure to submit required notice may be grounds for termination of this Agreement.

9.3 **Grantor Request for Amendment.** Grantor may amend this Agreement by submitting the requested change to Grantee's Agent in writing. Continued performance hereunder shall be deemed acceptance of such Amendment by Grantee.

9.4 **Grantee Request for Amendment.** Grantee may request an amendment to the Agreement by submitting the requested change, in writing, to the Grant Coordinator. All requests for an amendment to the Agreement must include a summary of Grantee's home-delivered meal services and a statement explaining the need for the change.

9.5 **Budgetary Revisions.** The Grantee may make a one time budget revision (not affecting the overall budget amount) without prior approval, during the program year, so long as the revision

does not require an increase or decrease in any budget line item over 10% of the item's approved budget, and so long as the revision does not require any new (not previously approved) budget line items. All other budget revisions will require prior approval The grantee shall request prior approval for a budget change by submitting a statement explaining the need for the change, specifying the amount, and identifying the expenditure categories affected by the change

9.6 **Changes Become Part of Agreement.** Changes approved in accordance with this section IX become a part of this Agreement, superseding all inconsistent provisions.

X. GENERAL TERMS AND CONDITIONS

10.1 **Delegation to Third-Party.** Grantee is not relieved of its duties and obligations imposed by this Agreement through delegation by Grantee to a third-party.

10.2 **Agreement Binding.** This Agreement shall be binding on and inure to the benefit of the parties and their officers, administrators, legal representatives, and successors except as otherwise expressly provided herein. Neither party may assign or transfer this Agreement without the written consent of the other party. The parties intend to be legally bound and have executed this Agreement as evidenced by their signatures on the date indicated below. This Agreement is not effective unless and until it has been signed by both parties

10.3 **No Creation of Debt.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Section 49 Article III of the Texas Constitution In compliance with Section 6 Article VIII of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.

10.4 **Delivery Methods.** Unless specifically provided herein, any notice, tender, or delivery to be given hereunder by any party to another party must be affected by personal delivery in writing or by mailing the same by registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this paragraph.

10.5 **Authorized Representative.** Each person signing expressly represents that he or she is duly authorized to do so and to bind the party on whose behalf they are signing. All legal documents prepared for Grantee's signature must be executed by an individual with the authority to legally bind Grantee.

10.6 **Indemnification**. Grantee shall indemnify and hold harmless Grantor, its agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee's performance under this Agreement, including reasonable attorneys' fees incurred in defending or settling any such claims

10.7 **No Employer Relationship.** Grantee and Grantee's employees and agents have no employer-employee relationship with Grantor.

10.8 **Representations and Warranties of Grantor and Grantee.** Grantor and Grantee each represent and warrant that it has full right and authority to enter into this Agreement and to grant the other party the rights set forth in this Agreement and that all necessary approvals have been obtained. Each party represents and warrants that it is in good standing in all jurisdictions in which it is required to be so qualified for performance of this Agreement, and all necessary certifications, registrations, approvals and licenses have been obtained, and all necessary fees paid

10.9 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. If any legal action is necessary to enforce this Agreement, or for any dispute arising out of the operations or actions contemplated herein, exclusive venue shall lie in the District Courts of Travis County, Texas.

10.10 Headings. Captions and headings of the sections or paragraphs of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

10.11 Severability. If any part of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this Agreement

10.12 Waiver. A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or continuing waiver of the same provision in the future.

10.13 Construction of Agreement. Both parties hereby agree that they participated in the creation of this Agreement, and the terms hereof are a product of the negotiation between the parties. In the event there is a dispute regarding the meaning of any provision of this Agreement, no provision shall be construed in favor of or against any party's position on the grounds that said Party was the drafter of this Agreement.

10.14 Exhibits. The following instruments are incorporated into this Agreement as attachments

Attachment A – Grant Budget
Attachment B – W-9 Form

10.15 Uniform Grant Management Standards (UGMS). In accordance with Texas Government Code §783 007, this Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS) In the case of any conflicts between UGMS and this Agreement, the UGMS shall control

XI. TEXAS PUBLIC INFORMATION ACT NOTICE

11.1 ALL INFORMATION PROVIDED BY GRANTEE PURSUANT TO THIS AGREEMENT IS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT, TEX. GOV'T CODE. CHAPTER 552, AND MAY BE SUBJECT TO DISCLOSURE TO THE PUBLIC.

By their signatures below, the parties do hereby agree to the terms of this Agreement.

Texas Department of Agriculture
P.O. Box 12847
Austin, Texas 78711

By _____
Drew DeBerry
Deputy Commissioner

Date 1-27-11

Galveston County Department of Parks & Senior Services
4102 Main Street
LaMarque, TX 77568

By _____
Mark Henry
County Judge

Date 1-19-2011

ATTACHMENT A

HOME DELIVERED MEAL GRANT BUDGET

Name of grantee Galveston County Department of Parks & Senior Services TDA Application No HDM-11-705

County in which meals are provided Galveston

Total grant amount $163,594 54

Please estimate, to the best of your ability, how TDA Grant funds will be expended.

Expenditure Category	***Amount***
Personnel	$34,210.00
Food/Meals	$129,384.54
Equipment	
Building Occupancy	
Transportation	
Office Supplies and Services	
Other Please specify exactly	
a	
b	
c	
d	
Total Grant Amount	$163,594 54

During the Grant Year, Grantee must demonstrate that TDA grant funds were used to directly supplement or extend existing meal services to homebound persons that are elderly and/or have a disability.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge

Signature Dennis Hanes Date 1/19/11

STATE AUDIT CERTIFICATION

TODD STAPLES, COMMISSIONER

I certify that (initial the appropriate choice):

✓ The applicant agency currently expends combined state funding of $500,000 or more in a year and, therefore is required to submit an annual single audit by an independent auditor made in accordance with the Uniform Agreement Management Standards (UGMS).

_____ The applicant agency currently expends $500,000 or more in state funding in a year for only one state program and, therefore may elect to have a program specific audit conducted in accordance with UGMS.

_____ The applicant agency currently expends combined state funding of less than $500,000 in a year and therefore is exempt from the Single Audit Act and cannot charge audit costs to a TDA agreement.

Signature _____ Date 1/19/11

Form **W-9**
(Rev October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
Galveston County Department of Parks & Senior Services

Business name if different from above

Check appropriate box. ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ . . .
☑ Other (see instructions) ▶ government entity

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4102 Main Street (FM519)

Requester's name and address (optional)
Texas Dept. of Agriculture
PO Box 12847
Austin, Texas 78711

City, state, and ZIP code
LaMarque, Texas 77568

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding For individuals, this is your social security number (SSN) However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN) If you do not have a number, see *How to get a TIN* on page 3

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter

Social security number

or

Employer identification number
74 6000908

Part II Certification

Under penalties of perjury, I certify that:

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S citizen or other U S person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN See the instructions on page 4

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/19/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U S person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2 Certify that you are not subject to backup withholding, or

3 Claim exemption from backup withholding if you are a U S exempt payee If applicable, you are also certifying that as a U S person, your allocable share of any partnership income from a U S trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9

Definition of a U.S. person. For federal tax purposes, you are considered a U S person if you are

- An individual who is a U S citizen or U S resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301 7701-7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U S person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U S status and avoid withholding on your share of partnership income

The person who gives Form W-9 to the partnership for purposes of establishing its U S status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases

- The U S owner of a disregarded entity and not the entity,

- The U S grantor or other owner of a grantor trust and not the trust, and
- *The U S trust (other than a grantor trust) and not the* beneficiaries of the trust

Foreign person. If you are a foreign person, do not use Form W-9 Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities)

Nonresident alien who becomes a resident alien. Generally, *only a nonresident alien individual may use the terms of a tax* treaty to reduce or eliminate U S tax on certain types of income However, most tax treaties contain a provision known as a "saving clause " Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U S resident alien for tax purposes

If you are a U S resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U S tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items

1 The treaty country Generally, this must be the same treaty *under which you claimed exemption from tax as a nonresident* alien

2 The treaty article addressing the income.

3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions

4 The type and amount of income that qualifies for the exemption from tax.

5 Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. *Article 20 of the U S -China income tax treaty allows* an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States Under U S law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years However, paragraph 2 of the first Protocol to the U S -China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student *becomes a resident alien of the United States* A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed *Form W-8*

What is backup withholding? Persons making certain payments *to you must under certain conditions* withhold and pay to the IRS 28% of such payments. This is called "backup withholding " Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators Real estate transactions are not subject to backup withholding

You will not be subject to backup withholding on payments *you receive if you give the requester your correct TIN, make the* proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if:

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding See the instructions below and the separate Instructions for the Requester of Form W-9

Also see *Special rules for partnerships* on page 1

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. *If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and* criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line

Limited liability company (LLC). *Check the* "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided

For a single-member LLC (including a foreign LLC with a *domestic owner*) that is disregarded as an entity separate from its owner under Regulations section 301 7701-3, enter the owner's name on the "Name" line Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter *the LLC's name on the "Name" line and any business, trade, or* DBA name on the "Business name" line

Other entities. Enter your business name as shown on required federal tax documents on the 'Name" line This name should match the name shown on the charter or other legal document *creating the entity* You may enter any business, trade, or DBA name on the "Business name" line

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, *corporation, etc)*

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, *then check the 'Exempt payee" box in the line following the* business name, sign and date the form

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities

Other payees that may be exempt from backup withholding include

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947

The chart below shows types of payments that may be exempt from backup withholding The chart applies to the exempt payees listed above, 1 through 15

IF the payment is for .	THEN the payment is exempt for .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13 Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN However, the IRS prefers that you use your SSN

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one) Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN

Note. See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN. If you do not have a TIN, apply for one immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www ssa gov* You may also get this form by calling 1-800-772-1213 Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676)

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8*

Part II. Certification

To establish to the withholding agent that you are a U S person, or resident alien, sign Form W-9 You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) Exempt payees, see *Exempt Payee* on page 2

Signature requirements. Complete the certification as indicated in 1 through 5 below

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form

3. Real estate transactions. You must sign the certification You may cross out item 2 of the certification

4 Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)

5 Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6 Disregarded entity not owned by an individual	The owner
7 A valid trust, estate, or pension trust	Legal entity [4]
8 Corporate or LLC electing corporate status on Form 8832	The corporation
9 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10 Partnership or multi-member LLC	The partnership
11 A broker or registered nominee	The broker or nominee
12 Account with the Department of Agriculture in the name of a public entity (such as a state or local government school district or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish If only one person on a joint account has an SSN that person s number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN

[3] You must show your individual name and you may also enter your business or DBA" name on the second name line You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN

[4] List first and circle the name of the trust, estate or pension trust (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title) Also see *Special rules for partnerships* on page 1

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft

The IRS does not initiate contacts with taxpayers via emails Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs gov* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484 You can forward suspicious emails to the Federal Trade Commission at *spam@uce gov* or contact them at *www consumer gov/idtheft* or 1-877-IDTHEFT(438-4338)

Visit the IRS website at *www irs gov* to learn more about identity theft and how to reduce your risk

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U S possessions to carry out their tax laws We may also disclose this information to other countries under a tax treaty to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism

You must provide your TIN whether or not you are required to file a tax return Payers must generally withhold 28% of taxable interest dividend and certain other payments to a payee who does not give a TIN to a payer Certain penalties may also apply

AGENDA ITEM #28

NO

BACK – UP

PROVIDED

AGENDA ITEM #29

COUNTY OF GALVESTON

Office of Justice Administration

Bonita M. Quiroga
Director
Bonnie Hughes
Administrative Specialist
Phone 409-770-5230
FAX 409-621-7976

600 - 59th Street, Suite 4209
Galveston, Texas 77551

Danny Downs
Indigent Defense Coordinator
Phone· 409-766-2442
Karen Henderson
Case Management Specialist
Phone. 409-766-2393

January 11, 2011

Honorable Mark Henry
County Judge
722 Moody
Galveston, Texas 77550

RE. Renewal – Contract for Lexis Nexis

Dear Judge Henry,

Attached is the proposed renewal for the contract with LexisNexis, both online and print. Please set the contract for approval on the Commissioner's Court agenda as soon as possible.

Although this contract includes a 8% increase (plus shipping) over last year, it is less than the 17% originally proposed by LexisNexis for 2011. I believe this is the best rate available to us for 2011 and recommend that the Commissioner's Court approve this contract

Your prompt attention to this matter is greatly appreciated. If you have any questions please do not hesitate to call on me at ext. 2649.

Sincerely,

Bonita M. Quiroga
Director

RENEWAL PROPOSAL

Proposal Date. 01/11/2011

Sales Rep Name Kempf,Barbara G
Sales Rep Fax #· (866) 264-0145
Sales Rep#. A16

Bill To Account. 3000062570
Galveston County Justice Admin
Mary Ann Landers
600 59th St Ste 1600
Galveston TX 77551 USA

Ship To Account 0084027600
Galveston Cnty Law Library

600 59th Street
Galveston TX 77551 USA

Qty	Pub #	ISBN	Unit Price	# Addl Users	User Fee	Discount %	Renewal Price
1	00719	9780820517193	$ 3,463 00	0	$ 0 00	8 %	$ 3,185 96
Service Period	1/11 - 12/11		Title Description	Texas Litigation Guide Full Set W/Service			
PO#· TBA			RC# 08620946	Purchase Order			Cancel[ ]
1	00727	9780820517278	$ 2,966 00	0	$ 0 00	8 %	$ 2,728 72
Service Period	1/11 - 12/11		Title Description	Tx Transaction Guide Full Set W/Svc			
PO# TBA			RC# 08620946	Purchase Order			Cancel[ ]
1	00712	9780820517124	$ 1,724 00	0	$ 0 00	8 %	$ 1,586 08
Service Period	1/11 - 12/11		Title Description	Tx Criminal Practice Guide Full Set W/Svc			
PO# TBA			RC#· 08620946	Purchase Order			Cancel[ ]
1	00705	9780820517056	$ 1,071 00	0	$ 0 00	8 %	$ 985 32
Service Period	1/11 - 12/11		Title Description	Tx Family Law Practice & Procedure Full Set W/Service			
PO# TBA			RC# 08620946	Purchase Order			Cancel[ ]
1	00708	9780820517087	$ 620 00	0	$ 0 00	8 %	$ 570 40
Service Period	1/11 - 12/11		Title Description	Tx Probate Estate & Trust Administration Full Set W/Svc			
PO# TBA			RC# 08620946	Purchase Order			Cancel[ ]

LexisNexis

RENEWAL PROPOSAL

Proposal Date: 01/11/2011

Sales Rep Name Kempf,Barbara G
Sales Rep Fax # (866) 264-0145
Sales Rep#. A16

Bill To Account	3000062570 Galveston County Justice Admin Mary Ann Landers 600 59th St Ste 1600 Galveston TX 77551 USA	Ship To Account	0084027600 Galveston Caty Law Library 600 59th Street Galveston TX 77551 USA

Renewal Price

Payment Methods

☒ Net 30 Day Billing

Renewal Total* USD 9056 48

Signature [signature] Date 1/19/11

Printed Name Mark Henry, County Judge

Please Fax all the pages of the signed and completed Renewal Proposal to in order to continue receiving updates for the publications indicated above

If you have any questions, please contact ,

*Price does not include shipping and/or tax(where applicable)

ADDITIONAL TERMS AND CONDITIONS

1 Entire Agreement
The terms and conditions set forth herein and incorporated by reference constitute the entire agreement between you and MICHIE™, Matthew Bender® or *Shepard's®*, each a member of the LexisNexis® group of companies ("we" or "us") with respect to the applicable Legal Research Service and supersedes all prior understandings and agreements, oral, written or otherwise If we accept an order for a Legal Research Service on your purchase order("PO"), the terms and conditions of your PO shall not apply and will not become part of this Agreement.

2 Cancellation of a Publication, CD-ROM or bender com Service Subscription
"Service Subscription" means those subscriptions whose price includes all updates and/or Internet access for the entire subscription period. You may cancel a Service Subscription (whether a new reinstatement, conversion or renewal) by returning the publications or CD-ROMS within 30 days of their receipt by you excluding multi-year subscription materials received in the second year (or later years) of the subscription If no materials have been shipped, or for bender.com, you may cancel by notifying us within 30 days of the start of the subscription If we receive the publications or CD-ROMS or written cancellation of other service subscriptions within 30 days, you will receive full credit If we receive the

4 Late Charges.
Overdue amounts will be assessed a late payment charge that will be compounded at a monthly rate of 1 167% or the maximum provided by law, whichever is less. There is a minimum late payment charge of ten dollars ($10 00)

5 Shipping and Handling.
The price on the Agreement and Order Form does not include charges for shipping and handling. These amounts will be invoiced to you through our billing system and will be included in your final invoiced amount. If you have chosen the monthly billing option, these charges will be prorated over the term of the subscription and billed accordingly

6 Warranties/Exclusive Remedies for Publications.
WE DISCLAIM ALL WARRANTIES WITH RESPECT TO PUBLICATIONS EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF

9 Default.
We reserve the right to discontinue any or all of your Legal Research Service(s) if you breach any of your obligations under this Agreement

10 Collection Costs
In the event you fail to pay any amount when due, we reserve the right to terminate the Legal Research Service and retain all sums paid by you In addition, you are responsible for all collection costs incurred by us including but not limited to collection agency fees, reasonable attorneys fees and court costs At our option the entire amount due shall become due and payable upon your breach of any term, provision or condition of this Agreement. We retain a purchase money security interest in all publications and supplements until paid.

11 Title/Expiration Period for CD-ROM Discs
We and our licensors retain outright ownership of all CD-ROM discs We do not require return of the CD-ROM discs delivered to you either at the end of the subscription period covering the CD-ROM discs or upon receipt by you of replacement CD-ROM discs Consequently you will not be able to access CD-ROM

publications or CD-ROMS or written cancellation of other service subscriptions from 30 to 60 days from your receipt, you will receive a prorated credit for the remaining months of service. All service subscriptions are non-cancelable/non-returnable after 60 days.

"Non-Service Subscription" means those subscriptions whose updates are separately chargeable and which will be shipped with an invoice Non-Service Subscriptions may be returned for full credit within 30 days of receipt of the materials Orders are non-cancelable/non-returnable after 30 days

"Product Bundles/Multi Media" means subscriptions (whether Service or Non-Service Subscriptions) which are discounted in combination with other products If you cancel a Service Subscription pursuant to this Section 2 on any component of a Product Bundle or Multi Media Subscription you will not be eligible for any of the discounts offered in connection with such order You will be rebilled for the remaining components of the Product Bundle or Multi Media order at their list price

"Returned Materials" All publications and CD-ROM discs must be returned to us pursuant to this Section 2, in the same condition as received.

3 Payment Options
Orders accompanied by full payment may be entitled to a discount Subscription Service orders may be paid in full within 25 days from the date of your monthly statement or in equal monthly installments based on the subscription term All other invoices must be paid in full within 25 days from the date of your monthly statement.

THE MATERIALS CONTAINED IN THE PUBLICATIONS. WITH RESPECT TO A PUBLICATION, WE WARRANT IT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR APERIOD OF 30 DAYS FROM RECEIPT YOUR EXCLUSIVE REMEDY AND OUR SOLE OBLIGATION WITH RESPECT TO A DEFECTIVE PUBLICATION SHALL BE THE RIGHT TO RETURN THE DEFECTIVE PUBLICATION FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE

7 Limitation of Liability for Publications
UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR INDIRECT INCIDENTAL, SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS, REVENUE, OR DATA WHETHER IN AN ACTION IN CONTRACT TORT PRODUCT LIABILITY STRICT LIABILITY STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES WITH RESPECT TO PUBLICATIONS OUR ENTIRE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR RELATING TO YOUR USE OF A PUBLICATION SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT YOU PAID TO US FOR THE PUBLICATION THAT IS THE SUBJECT OF THE CLAIM IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM

8 Credit Investigation.
You authorize us to make whatever credit investigation we deem appropriate in order to provide you with a Legal Research Service.

discs delivered to you after their expiration. After the expiration date of a CD-ROM or upon receipt of an updated CD-ROM, you will cease use of and destroy the previous or outdated CD-ROM

12 Assignment.
You may not assign or transfer this Agreement or any of your rights or obligations without our prior written consent

13 CD-ROM and bender com Master Agreements
In the event of a conflict between the Master Agreement contained in the CD-ROM and the terms and conditions herein, the terms and conditions of the Master Agreement shall control for the CD-ROM Legal Research Service. In the event of a conflict between the Master Agreement contained in bender com and the terms and conditions herein the terms and conditions of the Master Agreement shall control for the bender com Legal Research Service

14 Changes to the Agreement.
From time to time immediately upon notice to you, we may amend the existing terms and conditions of this Agreement. Changes to charges and payment terms may be made only upon 30 days' prior written notice to you. This Agreement may be immediately terminated by you upon notice to us if any such change is unacceptable to you. Your continued use of the Legal Research Service following notice to you of a change shall constitute acceptance of the respective change

Revised February 2009

AGENDA ITEM #30

Galveston County, Texas

Consideration of Budget Amendments for Wednesday, January 19, 2011

As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	11-028-0119-A	**Various Departments** – Request to reorganize and reclassify various positions in Galveston County Departments.
2011	11-029-0119-B	**Engineering**– Request to budget the BNSF Force Account Work on the Galveston County Causeway Railroad Bridge Project.
2011	11-030-0119-C	**Engineering** – Request to budget for monitoring repairs to a crude oil pipeline located in the hurricane levee.
2011	11-031-0119-D	**Sheriff's Office** – Request to budget monthly Career Ladder and Certification Pay increases for Sheriff's Office positions.
2011	11-032-0119-E	**Information Technology** – Request to fund an in-policy demotion.

Approved by: _____
Ronald Shelby, Director of
Finance and Administration

Date: 1/12/11

AGENDA ITEM #30a

Chapman, Brandy

From: Shelby, Ronald
Sent: Wednesday, January 19, 2011 8 05 AM
To: Henry, Mark, Doyle, Patrick, Holmes, Stephen, Clark, Ken, O'Brien, Kevin, Sullivan, Dwight
Cc: Grady, Patricia, Cherry, Jane, Watson, Annye Michelle; Mabry, Celia-Frances, Gilliam, Cindy, Bock, Brenda, Brown, Lanny, Quiroga, Bonnie, Roberts, Barbara, Yearnd, Denise, Andree, Debbie, Branch, Katherine, Neal, Sheila, Mendell, Freeman, Powell, Rob, Walsh, Kevin, Cooper, Crystal, Chapman, Brandy, Lewis, Roxann
Subject: Final Version 1/19 Commissioners Court Agenda, Item 30 Budget Amendment A Support

BA
028-0119-A.pdf (2 f

Final Version attached. All Job Descriptions are now in. No other material changes made.
Ron

Ronald C. Shelby
Director of Finance and Administration
Galveston County Texas
722 21st, 3rd Floor
Galveston, TX 77550
(409) 770-5392

-----Original Message-----
From. Shelby, Ronald
Sent: Tuesday, January 18, 2011 3·04 PM
To Henry, Mark, Doyle, Patrick; Holmes, Stephen; Clark, Ken, O'Brien, Kevin; Sullivan, Dwight
Cc: Grady, Patricia; Cherry, Jane; Watson, Annye Michelle; Mabry, Celia-Frances; Gilliam, Cindy, Bock, Brenda, Brown, Lanny, Quiroga, Bonnie; Roberts, Barbara; Yearnd, Denise; Andree, Debbie; Branch, Katherine, Neal, Sheila; Mendell, Freeman, Powell, Rob, Walsh, Kevin, Cooper, Crystal; Chapman, Brandy
Subject· Draft of Amendment A

Gentlemen,
Attached should be the final draft of amendment A for tomorrow's agenda, for your review. Still waiting for two more supporting job descriptions to attach before I can finalize
Ron

Ronald C Shelby
Director of Finance and Administration
Galveston County Texas
722 21st, 3rd Floor
Galveston, TX 77550
(409) 770-5392

-----Original Message-----
From PS06XER@co galveston.tx us [mailto:PS06XER@co galveston tx.us]
Sent Tuesday, January 18, 2011 3 03 PM
To: Shelby, Ronald
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 [PS06XER@co galveston tx.us] Number of Images: 25 Attachment File Type PDF

WorkCentre Pro Location: 4\\Galveston\TX\USA\ Device Name: PS06XER

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Various Departments	Amendment No 11-028-0119-A
Date Submitted	January 3, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

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

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to fund various departmental reorganizations

This budget amendment does not increase the overall county budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		___
2914-152500-5100000	CDBG - Salaries (Pos 2)	8,200	
1101-114000-5100000	County Clerk - Salaries (Pos 58)	18,800	
1101-114000-5152102	Co Clerk - Medicare	200	
1101-114000-5153000	Co Clerk - Pension	600	
1101-114000-5154000	Co Clerk - Alt Plan	700	
1101-440100-5100000	Community Services - Salaries (Unallocated)	14,500	(From CC 1/5/2011)
1101-440100-5100000	Community Services - Salaries (Pos 2)	4,000	
1101-440100-5152102	Community Services - Medicare	100	
1101-440100-5153000	Community Services - Pension	500	
1101-440100-5154000	Community Services - Alt Plan	500	
1101-443100-5100000	Social Services - Salaries (Pos 1)	8,400	
1101-151600-5100000	Co Treasurer - Salaries (Pos 2 and 7)	42,200	
TOTAL - Transfer Amount		$ 98,700	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		___
2914-152500-5100000	CDBG - Salaries (3)	4,600	
2914-152500-5100000	CDBG - Salaries (Unallocated)	3,600	
1101-114000-5100000	County Clerk - Salaries (Pos 2, 4)	8,000	
1101-114000-5100000	County Clerk - Salaries (Unallocated)	2,200	
1101-114030-5120001	Co Clerk (Elec) - Temp Help	8,600	
1101-114030-5152102	Co Clerk (Elec) - Medicare	200	
1101-114030-5153000	Co Clerk (Elec) - Pension	600	
1101-114030-5154000	Co Clerk (Elec) - Alt Plan	700	
1101-111104-5100000	Comm Pct #4 - Salaries (Pos 2)	6,200	
1101-111104-5152102	Comm Pct #4 - Medicare	100	
1101-111104-5153000	Comm Pct #4 - Pension	500	
1101-111104-5154000	Comm Pct #4 - Alt Plan	500	
1101-440100-5100000	Community Services - Salaries (Pos 3)	12,300	
1101-443100-5100000	Social Services - Unallocated	8,400	
1101-151600-5100000	Co Treasurer - Salaries (Pos 5, 6, 7, 8)	41,900	
1101-151600-5100000	Co Treasurer - Salaries (Unallocated)	300	
TOTAL - Transfer Amount		$ 98,700	

ADDITIONAL COMMENTS

Please see attached spreadsheet and job descriptions for departmental reorganizations included in this amendment.

Various

Departmental Authorization Date

Kathy Branch Date 1-19-11

Human Resources Department

Budget Office Authorization 1/19/2011 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 _____

Amendment Support: 11-028-0119-A

CC Date. 1/19/2011

All Grade/Step changes are subject to Condrey review and will be adjusted accordingly to agree with the county's current Position Grading
Any correction will have no impact on the employee's salary

CDBG Housing (2914-152500)

	Pos.	Title From	Title To	Salary From		Salary To		Savings/ (shortfall) Annual Difference	Savings/ (shortfall) FY2011 Difference	Job Descrip
Old	1	Director of Housing and Econ Dev (Split)		64,642	23D					
New	1		Director of Housing and Econ Dev (Duties to be shared with new Asst Dir)			64,642	23D	-	-	Y
Old	4	Director of Housing and Econ Dev (Split)		60,026	23A					
New	4		Asst Director of Housing & Economic Dev			60,026	23A	-	-	Y
Old	2	Monitoring Coordinator		66,258	23E					
New	2		Monitoring Coordinator			54,381	21E	11,877	8,223	N/A
Old	3	Administrative Assistant		30,066	12A					
New	3		Executive Assistant			36,632	16A	(6,566)	(4,546)	Developing
			Net Impact of All Changes (Fund 2914):			Savings/ (shortfall)		**5,311**	**3,677**	

County Clerk (1101-114030)

	Pos	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	3	Elections Coordinator		64,647	21L					
New	3		Chief Deputy County Clerk - Elections			64,647	22H	-	-	Y

County Clerk (1101-114000)

	Pos.	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	2	Chief Deputy County Clerk		61,527	22F					
New	2		Chief Deputy County Clerk - Courts			64,647	22H	(3,120)	(2,160)	y
Old	4	Senior Deputy County Clerk		30,066	12A					
New	4		Senior Deputy County Clerk - Accounting (Acct I)			38,487	17A	(8,421)	(5,830)	y
Old	13	Misdemeanor Court Supervisor		64,647	16R7					
New	13		Chief Deputy County Clerk - Records			64,647	22H	-	-	Y

Old	58	Deputy County Clerk		27,238	10A					
New	58		Delete			0	n/a	27,238	18,857	*

* Portion of which to restore Temp Help Funds in Elections,

Commissioner Pct #4 (1101-11104)

	Pos.	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	2	Administrative Assistant		40,435	12M					
New	2		Commissioner's Legislative Aide			49,267	16M	(8,832)	(6,114)	Y

Community Services (1101-440100)

	Pos.	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	1	Director of Community Services		91,337	26F					
New	1		Director of Community Services (Reduced Duties)			66,258	24A	25,079	17,362	Y
Old	-	none		-	0					
New	3		Asst Director of Community Services (Increase given for additional duties as Asst Director of Community Services on top of Child Welfare Duties) (Salary $54,381 total, $36,632 Charged to Existing Child Welfare Community Outreach Position)			17,749	22A	(17,749)	(12,288)	Y
Old	2	Administrative Assistant		42,482	12O					
New	2		Administrative Clerk			36,632	9O	5,850	4,050	Y

County Court #2 (1101-126100)

	Pos	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	3	Court Coordinator		40,435	18A					
New	3		Court Coordinator (Budget Neutral, already in Position Budget)			42,482	18C	-	-	n/a

Facilities (1101-170100)

	Pos	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	1	Director of Planning & Infrastructure		111,286	28F					

New	1		Chief of Staff		111,286	28F	-	-	Y

Information Technology (1101-159100)

	Pos	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	30	Application Coordinator		82,747	24J					
New	30		Senior Infrastructure Engineer			82,747	24J	-	-	Y
Old	58	Applications Developer		60,026	22E					
New	58		Senior Server Analyst			60,026	22E	-	-	Y
Old	17	Senior Server Analyst		71,353	21P					
New	17		Principle Server Analyst			71,353	21P	-	-	Y
Old	15	Assistant Director of Infrastructure		98,360	25M					
New	15		Assistant CIO - Infrastructure			98,360	25M	-	-	n/a
Old	49	Assistant Director of Applications		103,340	25O					
New	49		Assistant CIO - Applications			103,340	25O	-	-	n/a

County Judge (1101-111000)

	Pos	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	2	Administrative Assistant		34,867	12G					
New	2		Executive Assistant			34,867	15A	-	-	Y
Old	3	Executive Assistant		66,258	16R8					
New	3		Legal Liason			66,258	24A	-	-	Y

Social Services (1101-443100)

	Pos.	Title From	Title To	Budget Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	1	Social Services Manager		61527	22F					
New	1		Social Services Manager			49,266	21A	(12,261)	(8,488)	N/A

County Treasurer (1101-151600)

	Pos	Title From	Title To	Budget Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	2	Assistant County Treasurer		69,612	22K					
New	2		Assistant County Treasurer			63,065	22G	6,547	4,533	n/a

Old	5	Payroll Technician		35,739	12H					
New	5		Payroll Technician			36,632	12I	(893)	(618)	n/a
Old	6	Senior Accounting Technician		35,739	14D					
New	6		Senior Accounting Technician			36,632	14E	(893)	(618)	n/a
Old	7	Financial Analyst		54,381	19K					
New			Eliminate			-	n/a	54,381	37,648	n/a
Old	-	None		-	n/a					
New	7		Secretary/Payroll Clerk			28,617	11A	(28,617)	(19,812)	Y
Old	-	None		-	n/a					
New	4		Accounting Technician			30,066	12A	(30,066)	(20,815)	Y
						Savings/ (shortfall)				
		Net Impact of All Changes (Gen Fund, across all departments):						**8,244**	**5,707**	

Housing and Economic Development Director

HE/1

Housing and Economic Development

JOB SUMMARY

This position is responsible for directing the operations of the Housing and Economic Development Department

MAJOR DUTIES

- Develops and administers department policies, procedures, goals, objectives and priorities
- Monitors and assesses department workload, delegates work and modifies objectives and work plans as necessary
- Selects, hires, trains, disciplines and terminates employees
- Prepares and submits reports and paperwork as requested or required
- Develops, monitors, and administers the annual department budget, approves department payroll, leave, and purchases
- Serves as primary liaison between the department and general public and various community groups, organizations, and agencies
- Attends and makes presentations to Commissioner's Court and other groups and organizations
- Represents the interests of Galveston County on various boards and commissions
- Works with volunteers in county appointed positions
- Performs related duties

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of management theory and techniques
- Knowledge of related local and state laws, procedures and policies
- Knowledge of budget development and management principles
- Knowledge of computers and job related software programs
- Skill in planning, organizing, directing and coordinating the work of personnel
- Skill in the analysis of problems and the development and implementation of solutions
- Skill in the preparation of clear and precise administrative reports
- Skill in preparing and administering budgets
- Skill in oral and written communication

SUPERVISORY CONTROLS

The County Judge assigns work in terms of department goals and objectives The supervisor reviews work through conferences, reports, and observation of department activities

GUIDELINES

Guidelines include the county human resources policy manual, related local, state and federal regulations and laws, and other county policies and procedures These guidelines require judgment, selection and interpretation in application This position develops department guidelines

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management and supervisory duties The variety of tasks to be overseen contributes to the complexity of the position
- The purpose of this position is to manage the operations of the Housing and Economic Development department Success in this position results in the efficiency and effectiveness of department operations

CONTACTS

- Contacts are typically with co-workers, other county personnel, elected and appointed officials, and members of the general public
- Contacts are typically to provide services, to give or exchange information, to resolve problems, to motivate or influence persons, or to justify, defend or negotiate matters

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 occasionally lifts light and heavy objects and climbs ladders
- The work is typically performed in an office

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over Assistant Housing Director (1), Grant Accountant (1), and Administrative Assistant (1)

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

PAY GRADE AND FLSA STATUS

- Pay Grade _____ Pay Step _____ FLSA Status _____ Exempt _____Non-exempt
- Date Created _____ Approved by _____
- Date Revised _____ Approved by _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work

_____

Employee's Signature Print Name Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work

_____

Supervisor's Signature Print Name Date

Assistant Housing and Economic Development Director

HE/2

Housing and Economic Development

JOB SUMMARY

This position is responsible for assisting in directing the operations of the Housing and Economic Development Department

MAJOR DUTIES

- Oversees the day-to-day operations of the housing program
- Develops housing policies and procedures and recommends changes or corrections to existing policies and procedures
- Develops internal business and monitoring processes
- Develops procedures to monitor applicant files to ensure adherence to policies
- Plans and conducts ongoing audits and assessments, issues reports on audits as required
- Monitors progress in compliance with Audit Findings for Housing Department guidelines
- Serves as Web master for the department website
- Represents the Housing Department on hardware and software selection committees
- Audits and approves invoices for Information Technology and other technology invoices
- Prepares audit plan for the department
- Provides computer support for the Housing Department
- Assists in the development of the departmental budget
- Tests and evaluates new technologies and software for the department
- Serves as the department's Emergency Management representative
- Performs related duties

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of program auditing principles and practices
- Knowledge of generally accepted auditing principles
- Knowledge of Information Systems audit procedures
- Knowledge of website development and maintenance
- Knowledge of related local and state laws, procedures and policies
- Knowledge of computers and job related software programs
- Skill in the analysis of problems and the development and implementation of solutions
- Skill in the preparation of clear and precise administrative reports
- Skill in oral and written communication

SUPERVISORY CONTROLS

The Housing and Economic Development Director assigns work in terms of department goals and objectives The supervisor reviews work through conferences, reports, and observation of department activities

GUIDELINES

Guidelines include related local, state and federal regulations and laws, and county policies and procedures These guidelines require judgment, selection and interpretation in application

COMPLEXITY/SCOPE OF WORK

- The work consists of varied program management and auditing duties The variety of tasks to be overseen contributes to the complexity of the position
- The purpose of this position is to assist in managing the operations of the Housing and Economic Development department Success in this position results in the efficiency and effectiveness of department operations

CONTACTS

- Contacts are typically with co-workers, other county personnel, elected and appointed officials, and members of the general public
- Contacts are typically to provide services, to give or exchange information, to resolve problems, to motivate or influence persons, or to justify, defend or negotiate matters

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table
- The work is typically performed in an office

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

PAY GRADE AND FLSA STATUS

- Pay Grade _____ Pay Step _____ FLSA Status _____ Exempt _____Non-exempt
- Date Created _____ Approved by _____
- Date Revised _____ Approved by _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work

_____

Employee's Signature Print Name Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work

_____

Supervisor's Signature Print Name Date

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Chief Deputy County Clerk - Elections
DEPARTMENT. County Clerk-Elections Department
REPORTS TO: County Clerk

CC/23

PAY GRADE: 22 **Date Created:** _____ **Approved by** _____
PAY STEP: _____ **Date Revised:** _____ **Approved by:** _____
FLSA STATUS: __ Exempt __ Non-Exempt

POSITION #ELEC03

POSITION SUMMARY Provides the County Clerk an Administrator of Elections for the County assistance in performing the duties of conducting and organizing elections for the County of Galveston to ensure efficient and effective procedures in accordance with federal, state and county legal requirements Participates in planning of all programs, policies or objectives for the department including the Bilingual Programs policies or objectives for the department

ESSENTIAL FUNCTIONS

Effectively manage public relations for the Election Department by providing election information, issuing press releases, conducting interviews and speaking engagements at various community organizations as requested to discuss election activities and the tabulation of votes
Represent the county in a honest and professional manner
Conducts research, as needed, to respond to routine and non-routine questions about a particular area of responsibility and analyze complex issues
Identifies impact of issues and decisions on overall election process including the Spanish Bilingual Program
Directs personnel and manages activities of the department
Make reports and works closely with the County Clerk and other elected officials
Develops short and long term publicity programs
Provides assistance to Commissioners Court in canvassing precinct election returns
Provides recruitment and training and supervises all poll workers including Bilingual workers
Works with spreadsheets and/or databases to input and retrieve information
Establishes and maintains moderately complex records and filing systems Uses them to prepare reports on Early Voting and Election Day activity Uses specialized subject knowledge and/or judgement regarding the interpretations and presentation of such information
Uses ballot layout software to prepare ballots, including entry of candidates and propositions translation of ballots & other election into
Assist in Ordering, prints and distributes ballots
Assists in the set-up and coordination of Early Voting by Mail, including personnel, mail outs of applications, ballots, and reports
Oversees the coordination, scheduling, and timekeeping of all election workers, judges and temporary staff
Assists in the supervision of temporary workers
Prepares and issues documents according to established guidelines
From time to time, the employee engages in more physical tasks required of the Election Dept , such as moving and loading boxes and voting equipment, delivering/pick up supplies and equipment and polling sites, hooking up computers and other auxiliary components, etc
Be willing to work and possibly contract with other political entitles in the county, and with the executive committees of political parties, for their election needs
Assist with the preparing billing and collection of fees for election contracts from other political subdivisions or executive committees of political parties
Reconciles and balances money accounts
Prepares, presents and manage the annual department budget with the County Clerk
Custodian of election equipment and all election records for County Clerk
Assists and instructs other employees with their duties
Review work of other employees
Establishes standards and/or priorities, ensures others meet established standards
Assigns duties, plans work for others and acts on employee problems
Assist in Hire, supervise and train Election department employees
May perform other duties as assigned
Attend annual Texas Secretary of State Election Law Seminar and any other functions deemed necessary

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of the preparation of reports independently, and interpretation of fiscal, statistical, technical, and narrative reports regarding department and county activities and to organize data for reports
Thorough knowledge of the purpose, principles, terminology, and practices employed in the field of specialization
Working knowledge of legislation, current problems and professional literature related to the field of specialization
Working knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Working knowledge of administrative planning, management, and supervision as it applies to the position
Working knowledge of county department operations, organization, accountability, and responsibility
Working knowledge of laws, statues, and regulations affecting Galveston County and its government
Working knowledge of Galveston County election process and procedures
Working knowledge of Galveston County government, geography, economics, demographics, society, goals, politics, policies, and procedures
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position
High School Diploma or 1-2 years of technical school and/or specialized training in Information Technology
Experience 1-2 Years related job experience
Note The duties listed above are intended only as illustrations of the various types of work that may be performed The omission of specific statements of duties does not exclude them from the position if the work is similar related, or a logical assignment to the positions

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Chief Deputy County Clerk - Courts
DEPARTMENT: County Clerk
REPORTS TO: County Clerk

CC/1

PAY GRADE: 22 **Date Created:** August 1, 2002 **Approved by:** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by** _____

FLSA STATUS: X Exempt ___ Non-Exempt

POSITION # 0002

POSITION SUMMARY: This position is responsible for providing complex, executive-level assistance and support to the County Clerk and overseeing the courts' operations in the office

ESSENTIAL FUNCTIONS

Assists in the development and preparation of the annual department budget
Assists in the selection and hiring of all department employees
Receives, responds, and resolves inquiries and problems from the general public or other employees regarding department functions
Reviews and monitors department workflow including filing of court documents, scanning, microfilming, and recording
Resolves internal problems within the department
Assists in the training of administrative and clerical support personnel in all county clerk departments
Maintains all personal financial statements filed by elected officials
Performs the duties of County Clerk in his/her absence
Prepares final drafts of memoranda, correspondence, reports, and letters, receives and distributes department mail
Takes minutes and keeps accurate records of Commissioner's Court meetings, types and proofs minutes
Scans, copies, and distributes minutes from meetings
Performs research as requested
Reviews all items for signature, distributes to appropriate person(s) for signature as needed
Distributes signed documents to appropriate person, organization, or municipality
Performs other related duties as assigned
Coordinates resources for Odyssey Project within the office
Configures and maintains Odyssey software for court departments within the office
Maintains Conflict of Interest Questionnaires and Conflict of Interest Statements for Elected Officials
Handles the transfer of court data by ftp to requesting vendors

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes, principles, terminology, and practices employed in government administration, court procedure, and the judicial process
Comprehensive knowledge of legislation, current problems, and professional literature related to government administration, court procedure, and the judicial process
Comprehensive knowledge of advanced professional techniques in government administration, court procedure, and the judicial process
Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the department and the county as a whole
Comprehensive knowledge of administrative planning, management, and supervision as it applies to the position
Comprehensive knowledge of large-scale government billing and budget development
Comprehensive knowledge of the preparation and interpretation of fiscal, statistical, technical, and narrative reports regarding department and county activities
Comprehensive knowledge of department and county personnel policies, including benefits, payroll, and insurance
Comprehensive knowledge of county department operations, organization, accountability, and responsibility
Comprehensive knowledge of laws, statutes, and regulations affecting Galveston County and its government
Thorough knowledge of Galveston County government, geography, economics, demographics, society, goals, politics, policies, and procedures
Ability to analyze recent problems, assess future problems, and formulate complex action plans to facilitate resolution of said problems
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, stooping, bending, crouching, or walking The employee frequently lifts light objects climbs ladders, and distinguishes between shades of color The work is typically performed in a standard office environment

SUPERVISORY RESPONSIBILITY

This position exercises direct supervision over Chief Deputy County Clerk – Administration (1), Court Supervisor (2), Imaging Systems Administrator (1), Senior Deputy County Clerk (4), Senior Deputy County Clerk – Accounting (1), and Senior Microfilming Technician (1), as well as functional supervision over all department employees

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the department in order to direct and coordinate work within the department, usually interpreted to require three to five years of related experience

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Senior Deputy County Clerk – Accounting
DEPARTMENT: County Clerk
REPORTS TO: Chief Deputy County Clerk

CC/7

PAY GRADE: 17 **Date Created:** August 1, 2002 **Approved by** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: __ Exempt _X_ Non-Exempt

POSITION # 0004

POSITION SUMMARY: This position is responsible for maintaining the financial and accounting records of the department

ESSENTIAL FUNCTIONS

Responsible for balancing all of the County Clerks bank accounts daily
Prepares all financial reports for the office as well as the bank liason for all banking activity for the office
Reconciles all credit card and payments from all offices
Verifies and balances each Clerk's money drawer at the end of each day, makes bank deposits, issues receipts, writes refund checks, and makes adjustments to payments and revenues
Verifies and balances each trust and non-bearing interest account
Accepts voucher payments
Enters new cases into automated system
Maintains and updates financial records for the department
Prepares warrant funds for the County Treasurer
Responds to inquiries and requests from the general public regarding department activities and functions
Receives monies as payment for licenses and services, balances cash drawer at end of day
Issues Marriage Licenses
Issues, scans, and stores DBA's
Issues certified copies of birth, death and marriage certificates
Sorts and distributes department mail
Answers telephone, provides assistance and directs calls as appropriate
Trains new department employees
Performs standard office functions including copying, answering telephones, faxing, shredding, typing, and filing
Performs other related duties as assigned
Provides assistance during elections, mails ballots and applications
Other duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of county policies and procedures related to billing, accounting, and disbursement of funds
Thorough knowledge of the purposes, principles, terminology, and practices employed in accounting and financial management
Thorough knowledge of generally accepted accounting principles
Thorough knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Thorough knowledge of large-scale and government billing
Thorough knowledge of the preparation and interpretation of narrative and analytical reports regarding department financial activities
Thorough knowledge of court procedures and the judicial process as it relates to the functions of the position
Working knowledge of the Galveston County election process
Working knowledge of legislation, current problems, and professional literature in the fields of accounting and financial management
Working knowledge of advanced professional techniques in the fields of accounting and financial management
Working knowledge of Galveston County government, geography, economics, demographics, society, politics, policies, and procedures
Working knowledge of the use and application of computer software packages currently being used by the county
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, stooping, bending, crouching, or walking The employee frequently lifts light and heavy objects, climbs ladders, and distinguishes between shades of color The work is typically performed in an office setting

SUPERVISORY RESPONSIBILITY

Supervision of other accounting staff including accounting tech position

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
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
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated
Ability to be bonded

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Chief Deputy County Clerk - Records

CC/1

DEPARTMENT: County Clerk
REPORTS TO: County Clerk

PAY GRADE: 22
PAY STEP: ____

Date Created: August 1, 2002
Date Revised: _____

Approved by: _____
Approved by: _____

POSITION SUMMARY: This position is responsible for providing complex, executive-level assistance and support to the County Clerk and overseeing the real property and vital record operations in the office

ESSENTIAL FUNCTIONS

Assists in the development and preparation of the annual department budget
Assists in the selection and hiring of all department employees
Receives, responds, and resolves inquiries and problems from the general public or other employees regarding department functions
Reviews and monitors department workflow including filing of court documents, scanning, microfilming, and recording
Resolves internal problems within the department
Assists in the training of administrative and clerical support personnel in all county clerk departments
Maintains all personal financial statements filed by elected officials
Performs the duties of County Clerk in his/her absence
Prepares final drafts of memoranda, correspondence, reports, and letters, receives and distributes department mail
Takes minutes and keeps accurate records of Commissioner's Court meetings, types and proofs minutes
Scans, copies, and distributes minutes from meetings
Performs research as requested
Reviews all items for signature, distributes to appropriate person(s) for signature as needed
Distributes signed documents to appropriate person, organization, or municipality
Performs other related duties as assigned
Coordinates resources for all departments handling real property and vital records
Oversees and implements the Preservation of Records prior to 1965
Oversees the Conversion Project of records prior to 1995
Handles operational activities during times of emergency
Assists and maintains interdepartmental policies and procedures

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes, principles, terminology, and practices employed in government administration, court procedure, and the judicial process
Comprehensive knowledge of legislation, current problems, and professional literature related to government administration court procedure, and the judicial process
Comprehensive knowledge of advanced professional techniques in government administration, court procedure, and the judicial process
Comprehensive knowledge of local and state law, procedures and policies as they relate to the mission of the department and the county as a whole
Comprehensive knowledge of administrative planning, management, and supervision as it applies to the position
Comprehensive knowledge of large-scale government billing and budget development
Comprehensive knowledge of the preparation and interpretation of fiscal, statistical, technical, and narrative reports regarding department and county activities
Comprehensive knowledge of department and county personnel policies, including benefits, payroll, and insurance
Comprehensive knowledge of county department operations, organization, accountability, and responsibility
Comprehensive knowledge of laws, statutes, and regulations affecting Galveston County and its government
Thorough knowledge of Galveston County government, geography, economics, demographics, society, goals, politics, policies, and procedures
Ability to analyze recent problems, assess future problems, and formulate complex action plans to facilitate resolution of said problems
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, stooping, bending, crouching, or walking The employee frequently lifts light objects, climbs ladders, and distinguishes between shades of color The work is typically performed in a standard office environment

SUPERVISORY RESPONSIBILITY

This position exercises direct supervision over Chief Deputy County Clerk – Administration (1), Court Supervisor (2), Imaging Systems Administrator (1), Senior Deputy County Clerk (4), Senior Deputy County Clerk – Accounting (1), and Senior Microfilming Technician (1), as well as functional supervision over all department employees

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the department in order to direct and coordinate work within the department, usually interpreted to require three to five years of related experience

POSITION TITLE: **COMMISSIONER'S LEGISLATIVE AIDE**
SUPERVISOR'S NAME: **KEN CLARK**
SUPERVISOR'S TITLE: **COUNTY COMMISSIONER, PRECINCT 4**

EMPLOYEE'S NAME: **Celia-Frances Mabry**
LENGTH OF SERVICE: **DOH: 06/17/2002**
POSITION GRADE 16 STEP M **ANNUAL SALARY: $49,266.50**

Job Summary

This position provides executive and legislative support to the County Commissioner

Essential Functions

Give and exchange information with the Commissioner and to elected and appointed members of the Galveston County Government and respective support staff; including local, state and members of the federal government, in facilitation of the Commissioner's ability to function with knowledge and understanding in the performance of his duties to his constituents, and in furtherance of the business and profitability of Galveston County to the benefit of its citizens

Staff Liaison for Commissioner on Legislative Issues

Prepare weekly briefs for distribution to the Commissioners Court as a result of Commissioner's attendance at state legislative meetings, and of legislative developments when in the State Legislature is in session.

Track pending legislation and prepare status reports for distribution to the Commissioners Court.

Prepare and publish County Position Statements on certain pending legislation as the Commissioner may assign.

Assist Commissioner in preparation, maintenance and revision of the Galveston County legislative agenda for distribution to the Commissioners Court.

Represent Commissioner at community, chamber and media events, when necessary.

Prepare and distribute press releases regarding legislative issues and developments relevant to Galveston County.

Assist Commissioner in all other special projects that may arise from time to time, or seasonally, such as budget discussions and preparation.

Proofread and edit various county documents as may be required by the Commissioner or on occasion as requested by any member of the Commissioners Court, in order to provide a professional consistency and quality of the Commissioners Court's and County's written communications

Administrative Duties

See Attachment.

Attachment

ADMINISTRATIVE SUPPORT

Attend Commissioner.

Meetings & Events
Plan, organize, produce official meetings, programs, press releases

Press
Prepare, distribute and monitor press releases as directed

Scheduler
Who, where, when, what and why

Calendar
Provide and maintain calendar, and attenuate support therefor

Clerical
Provide and maintain all clerical support

Professional
Provide maintenance of associations, memberships, subscriptions, and attenuate support therefor

Agenda
Receive, post and archive Commissioners' Court Agenda Notices per statute
Receive, organize and review all incoming Agenda, attachments and Claims
Organize, archive and maintain all historic Agenda, attachments and Claims
Review legal documents, contracts, resolutions and manuals
Review and research weekly warrants and claims

Sheriff's Sales
Receive, monitor, post and amend monthly Notices of Sheriff's Sales
Maintain display board and retain security therefor

Equipment: Computer
Process and follow up all requests for service on office hardware systems to IT

Constituents
Answer, process and direct calls received in Commissioner's Office
Receive, process and maintain constituent issues, complaints, requests and notices

Elections & Voter Registrations
Maintain status as and perform duties of Deputy Registrar
Organize, monitor and support elections services in building's conference room
Organize, monitor and support precinct election site determinants, staffing

BUILDING MANAGERIAL DUTIES

Telephone

Receive and forward calls to appropriate departments, whether Annex or County-wide

Receive, process and follow up all complaints and requests for service to IT from building occupants

Public Notices

Determine, generate, maintain and post public notices throughout Building

Bulletin Board

Maintain, supervise, monitor and revise materials, display and notices of common Annex bulletin board

Flags

Maintain, supervise display, care and retention of the Annex federal and state flags

Porches & Patios

Create standard, implement and supervise standard of maintenance and cleaning of porches, patios and mats therefor

Kitchen

Create standard, implement and supervise standard of maintenance, care and cleaning

US Postal Mail

Receive, review, distribute and process all mail received for both Commissioner Precinct 4 and County Annex Building addressees

Maintain security and cleanliness of postal box

Custodial

Monitor and insure contractual standard of all cleaning and maintenance activities of the building

Determine, generate, process order, receive, confirm and monitor all supplies pertinent and necessary for the custodial operations of the Annex building, including periodic cleaning and maintenance of such items as floors and windows. Also monitor and request periodic power washing of building, parking lot striping and/or cleaning parking

Groundskeeping

Monitor and verify groundskeeping maintenance by vendors in accordance with contract requirements

Monitor and request as needed grounds repair including fence, concrete sidewalks and steps, and premises

Common Area Work Room

Premises. Monitor standard of maintenance, care and cleaning accordance with Annex standards and contractual compliance

Mail Receive and distribute mail as addressed to various Annex departments

Postage: Monitor, review, maintain and verify usage of postage machine including departmental cost centers, periodic maintenance, emergency maintenance, postage replenishment, routine cleaning, warranty maintenance and user training

Copier:Monitor, review, maintain and verify usage of copy machine including departmental cost centers, periodic maintenance, emergency maintenance and user training

Copier Paper: Order, receive, distribute, maintain and monitor supplies thereof for availability to Annex departments

Office Supplies

Determine, generate, process order, receive, confirm and monitor all supplies pertinent and necessary for the operation of the business of Commissioner's office

Newspapers, Newsletters, Journals & Bulletins

Read and review area media

Read and review state and national media information and releases

Review, maintain and organize information archive

Equipment Rooms

Telephone Equipment Room: Telephone, Servers

Monitor and maintain general cleanliness; assess and report any anomalies to IT

Permit access to maintenance or inspection personnel and/or vendors; oversee completion of any inspection or maintenance

Receive and process for invoicing any statements from vendors in connection herewith

Equipment Room. Periodic Boiler room inspections; certificates in file

Monitor and maintain general cleanliness; assess and report any anomalies to Facilities Maintenance

Permit access to maintenance or inspection personnel and/or vendors; oversee completion of any inspection or maintenance

Receive and process for invoicing any statements from vendors in connection therewith

Hazard Equipment Outdoor Containment Area:

Monitor and maintain general cleanliness; assess, report and implement any perimeter fence repair

Permit access to maintenance or inspection personnel and/or vendors; oversee completion of any inspection or maintenance

Receive and process for invoicing any statements from vendors in connection therewith

Pest Control

Maintain, retain, review, and monitor monthly Pest Control onsite services, including review and processing of invoicing therefor

Volunteers
Schedule and supervise all volunteer services rendered to the County at the Annex property

Community Groups
Schedule, maintain, review, verify and monitor all community groups usage of building for non profit activities

Safety
Assist Constable's Office in monitoring emergency management communications equipment, and have custodial charge of office emergency equipment

Emergency Operations
Research and assist Constable's Office in preparation of Building Safety Policy
Coordinate Safety Meetings of Building Occupants in conjunction with Constable's Office
Responsible for Operation and maintenance of Annex Heart Defibrillator
Responsible for coordination of annual Fire Inspections

ADMINISTRATIVE DUTIES

Policies & Procedures
First Responder in Annex for Emergency Medical Management – 30 County Employees
Prepare, Distribute and Maintain First Reports of Injury and Accident Reports-both County Employees and Constituents
Prepare, Provide and Maintain First Aid Kit for Building
Receive, Review and Distribute Interoffice Mail

Personnel & Payroll
Receive Payroll. Compare, verify, process, file with Auditor
Receive, Review and Maintain memoranda and policy correspondence regarding personnel matters changes, studies, implementations and procedural development

Insurance
Receive, Review and Maintain file of claims, providers, policies, workshops and budgetary issues

Equipment Maintenance
Maintain all building common equipment and any resultant issues including routine cleaning, periodic/emergency/warranty maintenance, replacement, routine cleaning, user training, currently with regard to· Copier. Postage Machine, Refrigerator, Ice Machine

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Community Services Director
DEPARTMENT: Community Services
REPORTS TO: County Judge

COSV/1

PAY GRADE: 26 **Date Created:** August 1, 2002 **Approved by:** _____
PAY STEP: _____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: _X_ Exempt ___ Non-Exempt

POSITION SUMMARY: This position directs and oversees the operations, functions, and projects of the department and administers community and social service programs for the county

ESSENTIAL FUNCTIONS

Directs and oversees the operations of the department, as well as monitoring and providing general oversight to Mosquito Control and Social Services Departments
Develops and implements department policies, procedures, goals, and objectives
Administers and reviews the fiscal operations and financial status of the department, including developing, managing, and monitoring the annual department budget
Participates in personnel decisions within the department, including hiring, termination, disciplinary review and action, and advising personnel on grievance matters
Approves annual, sick, and vacation leave for department employees
Assists and advises in the resolution of specific issues and problems involving the department or projects involving the department
Performs public relations activities involving the public and the media to disseminate information about department activities and enhance the image of the department
Handles negotiations with outside contract service providers
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes, principles, terminology, and practices employed in community and social service administration
Comprehensive knowledge of advanced professional techniques related to community and social service administration
Comprehensive knowledge of legislation, current problems, and professional literature related to community and social service administration
Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Comprehensive knowledge of administrative planning, management, and supervision as it applies to the position
Thorough knowledge of Galveston County government, geography, economics, demographics, society, goals, politics, policies, and procedures
Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
Thorough knowledge of personnel and civil service laws and regulations
Thorough knowledge of county department operations, organization, accountability and responsibility
Thorough knowledge of the interpretation and implementation of large-scale and government budgeting policies, procedures, and documents
Ability to analyze recent problems, assess future problems, and formulate complex action plans to facilitate resolution of said problems
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, bending, crouching, stooping, or walking The employee may be required to occasionally lift light and heavy objects, use tools or equipment requiring a high degree of dexterity and distinguish between shades of color The work is typically performed in an office setting

SUPERVISORY RESPONSIBILITY

This position exercises direct supervision over Social Services Manager (1), Mosquito Control Manager (1), Indigent Health Care Coordinator (1), and Administrative Assistant (1), as well as over all other assigned personnel This position also exercises functional supervision over all department employees and temporary personnel

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the department in order to direct and coordinate work within the department, usually interpreted to require three to five years of related experience
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Administrative Clerk
DEPARTMENT: Community Services
REPORTS TO: Community Services Director

COSV/2

PAY GRADE: 8 **Date Created:** _____ **Approved by:** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: ___ Exempt _X_ Non-Exempt

POSITION SUMMARY: This position provides clerical and administrative support to the department and department employees

ESSENTIAL FUNCTIONS

Assists in inputting data into databases, spreadsheets, and other computer software programs
Assists with payroll and accounts payable
Receives and inputs requisitions
Types clerical and personnel records
Assists in the review, input, and filing of timesheets, leave, and compensatory time forms
Performs standard business office functions, including faxing, copying, shredding, typing, and filing
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of modern business office policies, procedures, and standards
Working knowledge of payroll policies and procedures
Working knowledge of the geography of Galveston County
Working knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
Working knowledge of administrative planning, management, and supervision as it applies to the position
Working knowledge of basic computer hardware and software applications
Working knowledge of community service and social service programs in the county
Sufficient knowledge of local and state law, policies, and procedures as they relate to the mission of the department so as to not be in violation of them
Ability to operate common office equipment and machinery, including photocopier, facsimile machine, computer, and typewriter
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, or stooping The work is typically performed in an office setting

SUPERVISORY 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 having had a similar position for one to two years

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Assistant Director – Community Services Division
DEPARTMENT:
REPORTS TO:

PAY GRADE: 22 **Date Created:** _____ **Approved by:** _____
PAY STEP: A **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: X Exempt ___ Non-Exempt

POSITION SUMMARY: This position is responsible for managing daily operations and staff activities under the guidance of the Community Services Director When appropriate, performs the duties of the Director in his/her absence Provides direction and outreach coordination to the Children's Services Board and other branches of the Community Services Division, as needed

ESSENTIAL FUNCTIONS

1 Works directly with the Children's Services Board and various agencies throughout the county to ensure children and family's needs are being met, works towards common goals to increase awareness of available services, and decrease the occurrence of child abuse and neglect, coordinate and participate in outreach events and maintain collaborative relationships with organizations throughout the county, maintains and updates Children Service's Board Website, Service Directory, and Community Calendar, creates and distributes informational material

2 Administers and reviews the fiscal operations and financial status of the Social Services department

3 Responsible for personnel decisions within the department, including hiring, termination, disciplinary review and action, and advising personnel on grievance matters

4 Participates in the planning and development of special projects within and involving the department

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes, principles, and practices employed in areas of responsibility
-Comprehensive knowledge of County procedures and policies
-Comprehensive knowledge of administrative planning, management, and supervision as required by the responsibility
-Comprehensive knowledge of IFAS, basic software applications, Excel, Quicken, and Publisher
-Working knowledge of local and state law, policies and procedures as related to the community services divisions
-Ability to operate office equipment such as copier, fax, and computer
-Thorough knowledge of children's services agencies and organizations at federal, state, and local levels
-Ability to work with diverse populations and communities
-Excellent communication skills, both oral and written
-Experience in grant proposal and writing

PHYSICAL DEMANDS AND WORKING CONDITIONS

Work is typically performed sitting, standing, or stooping Work is typically performed in an office setting Some travel is required to represent the Community Services Division within Galveston County

SUPERVISORY RESPONSIBILITY

This position exercises direct and functional supervision over Social Services personnel, including Guardians, Payors, and administrative staff, and Title IVE Reimbursement Clerk

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of specialized training and extended studies and experience in the occupational field

-Bachelor's degree in psychology, social work, government, or related field

-Experience and expertise to undertake major duties of the position including managing employees, budgets, and projects

Shelby, Ronald

From: Branch, Katherine
Sent: Tuesday, January 18, 2011 2 19 PM
To: Shelby, Ronald
Cc: Mendell, Freeman, Brown, Lanny, Neal, Sheila
Subject: Community Services/Social Services budget amendment

Please place on Court Agenda for approval Reorganization should not increase department budget

Community Services:
Position· 4433000001-Community Outreach Coordinator
Budgeted: 16A-$36,632
Requested: 22A-$54,381 (Position reclassified to Assistant Director of Community Services)

Position 4401000002-Administrative Assistant
Budgeted: 12O-$42,482
Requested: 9O-$36,632 (Position downgraded to Administrative Clerk)
(Under the County's policy, an employee placed into a position at a lower pay grade will retain their current step in the lower grade.)

Social Services:
Position. 4431000001-Social Services Manager
Budgeted: 22F-$61,527
Requested: 21A-$49,266 (Position duties modified)

Katherine Branch, IPMA-CP
Assistant Human Resources Director
County of Galveston
722 Moody-3rd Floor
Galveston, Texas 77550
☎ 409-770-5352 (Direct)
☎ 409-770-5418 (Main)
409-766-4577
katherine.branch@co.galveston tx us
www co galveston.tx us

COUNTY OF GALVESTON

CLASSIFICATION TITLE Chief of Staff
DEPARTMENT. Facilities Services
REPORTS TO Commissioner's Court

FS/1

PAY GRADE. 28 **Date Created** _____ **Approved by** _____
PAY STEP- _____ **Date Revised-** _____ **Approved by** _____

FLSA STATUS _X_ **Exempt** __ **Non-Exempt**

POSITION SUMMARY This position works directly under the County Judge and provides interface between the Judge's Office and all Commissioner Court Departments

ESSENTIAL FUNCTIONS

Works independently for and answers directly to the County Judge

Works on the behalf of the County Judge with all Commissioner Court Departments and Directors

Provides oversight and direction to facilities department Supervises the Facilities Manager This includes budgetary oversight planning and discretionary decision making

Provides direction and management to county capital projects such as construction program development and implementation and other miscellaneous projects as assigned by Commissioner's Court and the County Judge (L G HAVA compliance) Also functions in some instances as general contracting agent for the county

Provides direct management and budgetary oversight of all county property and equipment insurance (transferred risk only)

Provides fleet planning and management Oversees County Fleet Manager

Provides consulting and initiates and participates in negotiations for real property acquisitions for county capital projects

Provides consulting and initiates and participates in negotiations for leased premises for county use

Providing management and supervision of the Information Technology Director

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes principles terminology and practices employed in building construction facilities management maintenance and renovation
Comprehensive knowledge of legislation current problems and professional literature related to facilities management and maintenance
Comprehensive knowledge of materials equipment, techniques and procedures used in facilities management and maintenance
Comprehensive knowledge of safety building construction and engineering codes as they relate to the mission of the department
Comprehensive knowledge of the preparation and interpretation of statistical technical and narrative reports regarding department activities
Comprehensive knowledge of local and state law procedures and policies as they relate to the mission of the department
Comprehensive knowledge of administrative planning management and supervision as it applies to the position
Comprehensive knowledge of county department operations organization accountability and responsibility
Comprehensive knowledge of the competitive bidding and negotiation process
Thorough knowledge of the purposes, principles terminology and practices employed in architecture and engineering
Thorough knowledge of Galveston County government geography economics demographics society policies, and procedures
Thorough knowledge of the preparation and interpretation of statistical technical and narrative reports regarding department activities
Thorough knowledge of accounting principles and procedures and large-scale government purchasing policies and procedures
Ability to analyze recent problems assess future problems and formulate complex action plans to facilitate resolution of said problems
Ability to analyze and interpret contracts building plans, and design specifications
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting at a desk in a standard office environment

SUPERVISORY RESPONSIBILITY

This position exercises direct and functional supervision over Facilities Manager (1)

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
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
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Infrastructure Engineer
DEPARTMENT: Information Technology
REPORTS TO: Project Coordinator

IT/13

PAY GRADE: 20 **Date Created:** August 1, 2004 **Approved by:** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by** _____

FLSA STATUS: _X_ Exempt __ Non-Exempt

POSITION SUMMARY: This position administers and maintains computer network hardware and software and provides technical data and voice communications support to users

ESSENTIAL FUNCTIONS

Monitors, administers, and services network data and voice communications equipment including routers, switches, hubs, PBXs, MUXs, gateways cabling and wireless communications devices
Manages and maintains infrastructure cable plant including UTP, CAT5, CAT6 and Fiber Optic Cabling as well as IDF and MDF areas
Installs, configures and manages telephony and network communications equipment
Monitors, configures and maintains transport services including Telnet, SSH, RADIUS, RAS, ATM, T1, T3, Frame Relay, Kerberos, etc
Configures and utilizes various communications monitoring software and devices to monitor, acquire, analyze and report performance
Serves as Technical Liaison with Communications Carriers, Service Providers and Contractors
Configures, monitors and maintains network security devices and policies, including Firewalls, intrusion detection systems (HIDS, NIDS), DMZs, et al
Determines and documents LAN/WAN topology including nodes, configurations and performance and usage metrics for County network and any attached networks
Develops, maintains and distributes periodic reports as required
Maintains Telephone Systems services including Move/Add/Change/Delete, Voice Mail, Auto Attendant and Integrated Voice Response
Analyzes, isolates and troubleshoots telephony, data and wireless communications related problems
Backs up and maintains configuration files for telephony and data communications equipment
Researches, documents, recommends and applies network communications hardware and software upgrades in accordance with established policies and requirements
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes, principles, terminology, and practices employed in computer network data and voice communications analysis, support, and maintenance
Comprehensive knowledge of all communications hardware and network systems, applications, and equipment used to provide and manage voice and data communications services
Thorough knowledge of the application of existing and new technology for County communications operations
Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding network issues
Thorough knowledge of IT department mission, operation, organization, accountability, and responsibility
Working knowledge of current issues and professional literature for data, voice and wireless communications network analysis, support, and maintenance
Working knowledge of advanced professional techniques in data, voice and wireless communications network analysis, support, and maintenance
Skill in analyzing current problems, assessing future issues, and formulating complex action plans to facilitate resolution of said problems
Skill in performing mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting standing, walking, bending, crouching, or stooping The employee occasionally lifts light and heavy objects, climbs ladders, distinguishes between shades of color, and uses tools or equipment requiring a high degree of dexterity The work is typically performed in an office or server room The employee may be exposed to dust, dirt, or grease

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
Experience sufficient to thoroughly understand the work of subordinate positions and/or service personnel and to answer questions and resolve problems, usually associated with at least three years experience or service
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

GALVESTON COUNTY

JOB DESCRIPTION

FLSA STATUS ____ Exempt
X Non-Exempt

Grade. 20 Step
Salary

Date Created. 10/01/2003
Date Revised. _____

Approved by: _____
Approved by: _____

CLASSIFICATION TITLE: Senior Server Analyst
DEPARTMENT: INFORMATION TECHNOLOGY

DESCRIPTION SUMMARY:

Implements, configures, and administers multiple servers running multiple operating systems by using standard systems administration techniques. Assures security, availability, and optimum performance of various server systems. Establishes enterprise server standards, administers user access, controls changes to server architecture, and coordinates server issues throughout the Galveston County enterprise.

ESSENTIAL FUNCTIONS:

- Supports multiple mainframe and/or mid-range server systems to include GCOS7, UNIX, AS/400 and Windows 2000 Server platforms in an open systems environment
- Installs, configures, and maintains system software, utilities, and application software on servers throughout the enterprise.
- Configures and supports applications, connectivity and load balancing for a Citrix remote access server environment.
- Performs system resource auditing, performance tuning, and troubleshooting on various servers throughout the enterprise.
- Plans, implements, and monitors security procedures for all server platforms including specifying users access levels.
- Performs file/disk maintenance on multiple platforms to provide optimum storage and performance.
- Assists in developing, documenting, and implementing standard operating procedures put into production on the enterprise.
- Configures and supports multiple databases to include SQL, DB2 and Informix according to specifications provided by vendor and/or applications developer.
- Plans, implements, and monitors security procedures for all database platforms including specifying users access levels to databases, files, and functions.
- Tracks database statistics, such as distribution of records and amount of available memory, to proactively enhance database and to improve processing performance
- Develops and maintains backup and recovery procedures for multiple platforms including data files, system files, and user databases.
- Coordinates changes to database applications with users and technical staff.
- Consults and assists technical staff and users in resolving enterprise server application and/or connection issues.
- Researches and evaluates the latest hardware and software solutions available for implementation.
- Works with vendors and contract support personnel to resolve issues and/or improve system performance.
- Maintains software license database and system maintenance agreements.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Bachelor's degree from an accredited college or university; or three to four years related experience and/or training; or equivalent combination of experience and/or education (1 years related experience = 1 years education).

KNOWLEDGE, SKILLS & ABILITIES:

Good communication and interpersonal skills to determine user requirements, understand technical issues, and present server solutions, Ability to read and understand technical documentation such as system specifications, operating instructions and maintenance procedures; Ability to document server information such as configuration details and operator procedures; Ability to define problems, collect data, establish facts, and draw valid conclusions; Ability to interpret technical instructions in mathematical or diagram form and deal with several abstract and concrete variables; Knowledge of GCOS7, Windows NT, Windows 2000, Unix/AIX and AS/400 platforms and applications.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical requirements include possibly lifting and/or moving up to 20 lbs. Visual acuity, speech, and hearing. Hand / eye coordination and manual dexterity to operate computer and office equipment. Subject to carrying, lifting, twisting, and reaching to perform essential functions. Working conditions vary from office to computer room to maintenance areas.

SPECIAL REQUIREMENTS:

Must have a valid Texas driver's license Ability to travel (by air if necessary). Ability to be On Call during non-business hours. Ability to work more than forty hours during the workweek to meet deadlines or to resolve critical issues

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Principle Server Analyst
DEPARTMENT: Information Technology
REPORTS TO: Server Team Supervisor

IT/17

PAY GRADE: 21 **Date Created:** January 25, 2010 **Approved by** _____
PAY STEP: **Date Revised:** **Approved by** _____

FLSA STATUS: _X_ **Exempt** ___ **Non-Exempt**

POSITION SUMMARY: This position administers and maintains Windows, Unix and IBM OS servers and data storage systems

ESSENTIAL FUNCTIONS

Responsible for design, implementation, and administration of Microsoft network infrastructures for business solutions
Administers and maintains Windows, Unix and IBM OS Servers, installs, configures, set up, and troubleshooting
Performs hardware maintenance and repair tasks as needed
Administers and supports Active Directory objects and policies
Supports infrastructure services, including, SQL, DNS, DHCP, Web Services, E-Mail, SMTP and Printing
Assists with escalated incident management and event management for server related incidents
Administers and maintains Network Attached Storage systems
Administers and maintains data replication and archival systems and backup/restore procedures
Assists in the planning and implementation of disaster recovery processes
Provides technical support to county employees as requested
Administers and maintains Virtualization and remote access systems
Performs system level capacity planning and workload management for servers and data sources
Performs user administration including accounts, permissions, directory structure, and the like
Assists in the administration and maintenance of the virus protection systems
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes, principles, terminology, and practices employed in computer system analysis, support, and maintenance
Comprehensive knowledge of legislation, current problems, and professional literature in the fields of computer systems analysis, support, and maintenance
Comprehensive knowledge of advanced professional techniques in the fields of computer systems analysis, support, and maintenance
Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Comprehensive knowledge of all computer hardware and software systems, applications, and equipment used by the department
Thorough knowledge of computer processing systems, programming, and systems analysis
Thorough knowledge of the application of new and existing technology towards County department operations
Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
Thorough knowledge of county department operations, organization, accountability, and responsibility
Working knowledge of administrative planning, management, and supervision as it applies to the position
Skill in analyzing current problems, assessing future problems, and formulating complex action plans to facilitate resolution of said problems
Skill in performing mathematical calculations
Currently hold or obtain a Microsoft MCSE certification within 120 days of hiring date
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting at a desk or table The employee occasionally lifts light and heavy objects The work is typically performed in a standard office setting

SUPERVISORY RESPONSIBILITY

This position exercises project supervision over Server Analysts and Senior Server Analysts

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with five to ten years experience of service
Minimum one to two years of experience in designing, installing, configuring, and troubleshooting network server systems
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Executive Assistant
DEPARTMENT: County Judge
REPORTS TO: County Judge

COM/1

PAY GRADE: 15 **Date Created:** January 19, 2011 **Approved by** _____
PAY STEP: A_____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS. ___ Exempt _X_ Non-Exempt

POSITION SUMMARY: This position provides clerical, secretarial, and administrative assistance and support to the County Judge and to other personnel as directed

ESSENTIAL FUNCTIONS

Responds to inquiries and resolves minor problems directed to the County Judge
Issues press statements and talks to members of the press on issues directly affecting the County Judge
Provides information to the general public and other county employees
Schedules and maintains calendar and appointments for County Judge, schedules meetings and workshops
Prepares agenda's, performs ribbon-cutting ceremonies, and assists and conducts other special projects as assigned
Prepares correspondence and distributes mail as directed by County Judge
Maintains current office supply inventory, reordering as necessary
Responds to inquiries and provides information to the general public and to other county employees
Process TABC Liquor License
Prepares Commissioner's Court Agenda in absence of the Legal Liaison
Maintains files and records for County Judge
Maintains Board book
Maintains Payroll
Provides general clerical, secretarial, and administrative assistance and support to County Judge as needed
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of modern business office policies, procedures, and standards
Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
Thorough knowledge of administrative planning, management, and supervision as it applies to the position
Thorough knowledge of local and state law, policies, and procedures as they relate to the mission of the department so as to not be in violation of them
Working knowledge of the current projects, activities, and functions of the various county departments
Working knowledge of the geography of Galveston County
Working knowledge of basic computer hardware and software applications
Ability to operate and interact with political and social sensitivity in discussions and interviews with members of the media
Ability to operate standard office equipment and machinery, including a photocopier, facsimile machine, computer, and typewriter
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed in an office setting while sitting, standing, stooping, or walking The employee may be required to occasionally lift light objects and distinguish between shades of color

SUPERVISORY RESPONSIBILITY

This position exercises direct supervision over Administrative Assistant (1)

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field
Ability to read, write, and perform basic mathematical calculations

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Legal Liaison
DEPARTMENT County Judge's Office
REPORTS TO County Judge

LEG/2

PAY GRADE
PAY STEP- 24A

Date Created January 1, 2011
Date Revised. _____

Approved by _____
Approved by _____

FLSA STATUS _X_ **Exempt** ___ **Non-Exempt**

POSITION SUMMARY: This position provides assistance to Judge Henry in executing his duties as Constitutional Judge and County Judge Such duties also include working with State and Federal Legislators and a variety of Legal Research Issues affecting the County

ESSENTIAL FUNCTIONS

Performs a variety of independent duties in conjunction with the County Judge s Constitutional Court's Jurisdiction Those duties include but are not limited to performing discovery, evaluating legal theories and principles and performing research interviewing witnesses and collecting factual data as to provide due diligence in the exercise of those jurisdictional duties
Attend Texas Alcoholic & Beverage Commission Hearings and prepare legal review of applicable issues prior to hearing
Review legal documents submitted to the Office of County Judge for approval of the County Judge Such documents are reviewed to assure that procedural protocol has been met and that such document comports with the substantive content as passed by Commissioners Court
Writes briefs on legal topics and conducts legal research as requested by the County Judge
Drafts and proposes legislation Works directly with State and Federal Legislators at the direction of the County Judge
Provides assistance as required by associate litigators in the representation of the county in state and federal courts assists in the preparation of pleadings and discovery as directed by the County Judge
Provides training to the general public and Galveston County Departments regarding TABC Rules or other legal areas as requested by the County Judge
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes principles terminology, and practices employed in civil and criminal law and the legal system
Comprehensive knowledge of legislation current problems and professional literature related to civil law criminal law and the legal system
Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the County Judge
Comprehensive knowledge of techniques involved in the investigation litigation, and resolution of crimes and civil offenses
Comprehensive knowledge of the preparation and interpretation of statistical, technical and narrative reports regarding legal activities
Comprehensive knowledge of the court system, its employees and its operation
Comprehensive knowledge of the ethical principles of law
Thorough knowledge of large-scale and government personnel policies and procedures
Thorough knowledge of Galveston County government geography, economics, demographics society politics policies and procedures
Thorough knowledge of the theories and principles of sociology and social psychology, particularly in the area of group interaction mediation facilitation and conflict resolution
Ability to operate and interact with political and social sensitivity in the mediation and resolution of high-tension situations involving a diverse group of people
Ability to perform research using traditional paper-based sources as well as electronic information sources
Ability to speak clearly in public with accuracy and confidence
Ability to formulate logical lucid clear, and persuasive arguments with little time for preparation in order to negotiate sensitive and complex situations
Outstanding professional leadership ability
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting standing, or stooping The employee may be required to occasionally lift objects of medium to heavy weight The work is typically performed in an office setting

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Graduation from an accredited school of law
Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the department in order to direct and coordinate work within the department, usually interpreted to require three to five years of related experience
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated
Current membership in the State Bar of Texas

Galveston County Treasurers Office
Kevin C. Walsh, CPA, Treasurer
January 5, 2011 Office Realignment Budget Proposal

Position	Name	Old Grade	Old Annual	New Grade	New Annual	Change
Assistant County Treasurer	Crystal Cooper (new)	22K	$ 69,612	22G	$ 63,065	$ (6,547)
Payroll Technician	Alecia Y. Holmes	12H	$ 35,739	12I	$ 36,632	$ 893
Senior Accounting Technician	Marcie L. Bailey	14D	$ 35,739	14E	$ 36,632	$ 893
			$ 141,090		$ 136,329	$ (4,761)

Proposed change to split old position and reorganize office

Savings from above changes to positions			$ 4,761
Financial Analyst	Vacant (Eliminate Position)	19K	$ 54,381
			$ 59,142

New Positions

Secretary/Payroll Clerk	Vacant	11A	$ 28,617
Accounting Technician	Vacant	12A	$ 30,066
			$ 58,683
	Net savings to County		$ 459

Plus additional savings due to Dwight Sullivan leaving office early and the delayed hiring of new positions until at least February 1, 2011 will keep the budget in balance. Estimated at $4,000

In addition, The position of Payroll Manager (20K $57,134)is expected to Retire during this budget year allowing the Treasurer's Office additional flexability in reorganizing the office

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Secretary/Payroll Clerk
DEPARTMENT: Treasurer
REPORTS TO: County Treasurer

TR/5

PAY GRADE: 11 **Date Created:** January 2011 **Approved by** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: __ **Exempt** _X_ **Non-Exempt**

POSITION SUMMARY: This position provides technical assistance related to the maintenance and administration of department accounts and performs administrative functions to help ensure the smooth operation of the department

ESSENTIAL FUNCTIONS

Answers telephones, directing calls and taking messages as appropriate
Receives visitors and directs to appropriate personnel
Receives, sorts, and distributes department mail
Maintains and monitors inventory of office supplies, reordering as needed
Prepares and types various reports and correspondence
Resolves discrepancies occurring in department accounts
Makes travel and training arrangements as requested
Monitors and balances department operating budget
Receives checks for process and disbursement
Mails checks to appropriate vendors
Makes travel and training arrangements as requested
Reviews data entry of work hours for accuracy and completion
Reviews payroll claims to ensure they are properly signed and stamped
Enters payroll claims and seeks clarification for questionable entries
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of county policies and procedures related to billing, accounting, and disbursement of funds
Thorough knowledge of modern business office policies, procedures, and standards
Working knowledge of the purposes, principles, terminology, and practices employed in billing, accounting, and disbursement of funds
Working knowledge of legislation, current problems, and professional literature in the fields of billing, accounting, and disbursement of funds
Working knowledge of large-scale and government billing
Working knowledge of Galveston County government, geography, economics, demographics, society, politics, policies, and procedures
Working knowledge of the use and application of computer software packages currently being used by the county
Working knowledge of payroll policies and procedures
Working knowledge of the preparation and interpretation of statistical, technical and narrative reports regarding department activities
Sufficient knowledge of local and state law, policies, and procedures as they relate to the mission of the department so as to not be in violation of them
Ability to operate common office equipment and machinery, including photocopier, facsimile machine, computer, and typewriter
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, bending, crouching, stooping, or walking The employee may be required to occasionally lift light objects The work is typically performed in a standard office environment or in a storage room

SUPERVISORY 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 having had a similar position for one to two years

COUNTY OF GALVESTON

CLASSIFICATION TITLE: **Accounting Technician**
DEPARTMENT: Treasurer
REPORTS TO: County Treasurer

TR/3

PAY GRADE: 12 **Date Created:** January, 2011 **Approved by** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS __ **Exempt** _X_ **Non-Exempt**

POSITION SUMMARY: This position is responsible for performing accounting tasks such as account analysis, account reconciliation, and financial reporting

ESSENTIAL FUNCTIONS

Balances daily bank statements for multiple bank accounts
Reconciles checks that have cleared the bank and corrects errors as they arise
Balances daily cash receipts from internal and external departments with the cash, checks, and prior deposits taken directly to the bank
Researches all balancing errors and makes corrections as necessary
Processes checks never received or lost by vendors, process bad checks written to the county
Monitors and tracks unclaimed funds owed to persons, disburses monies as they are claimed
Tracks and records interest on numerous county accounts
Provide advice and assistance to the County Treasurer regarding the update, creation, and implementation of department procedures
Prepares various reports and correspondence
Provides assistance and serves as backup for payroll processing as needed
Archives, organizes, labels, files, and stores all financial records, reports, and backup documentation for the county
Prepares and types various reports and correspondence
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of county policies and procedures related to billing, accounting, and disbursement of funds
Thorough knowledge of the purposes, principles, terminology, and practices employed in accounting and financial management
Thorough knowledge of legislation, current problems, and professional literature in the fields of accounting and financial management
Thorough knowledge of advanced professional techniques in the fields of accounting and financial management
Thorough knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Thorough knowledge of large-scale and government billing
Thorough knowledge of the preparation and interpretation of narrative and analytical reports regarding department financial activities
Thorough knowledge of Galveston County government, geography, economics, demographics, society, politics, policies, and procedures
Thorough knowledge of the use and application of computer software packages currently being used by the county
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, stooping, or walking The employee occasionally lifts light and heavy objects
The work is typically performed in a standard office environment or in a storage room

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field, in addition to basic skills typically associated with a high school education
Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with one to three years experience or service

AGENDA ITEM #30b

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Engineering - Fund 3315	Amendment No 11-029-0119-B
Date Submitted	January 6, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

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

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budgeting the BNSF Force Account Work on the Galveston Causeway Railroad Bridge Project

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		___
Galvest Causeway RR Bridge Proj Fund			
3315-000000-4310011	USCG Reimbursement	2,650,168	
3315-000000-4370010	BNSF	85,340	
3315-000000-4370011	City of Galveston/Wharves	28,640	
3315-000000-3531001	Designated for Capital Projects	10,897	
TOTAL - Transfer Amount		$2,775,045	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		___
Galvest Causeway RR Bridge Proj Fund			
3315-313200-5732024	BNSF Force Account Work	2,775,045	
TOTAL - Transfer Amount		2,775,045	

ADDITIONAL INFORMATION

This request is to budget the BNSF Force Account Work portion of the Galveston County Causeway Railroad Bridge The majority of this project (95.5%) is to be reimbursed by the U S, Coast Guard, with the remaining (4 5%) to be paid for by local sponsors which includes Burlington Northern Santa Fe Railway, City of Galveston, Port of Galveston and Galveston County

Mike Fitzgerald 1/12/11
Departmental Authorization Date

N/A Date
Human Resources Department

Phil C. 1/12/11
Budget Office Authorization Date

AUDITOR'S REVIEW

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

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 1/19/11

Shelby, Ronald

From: Fitzgerald, Mike
Sent: Thursday, January 06, 2011 2:41 PM
To: Shelby, Ronald
Subject: FW Galveston Causeway Railroad Bridge Force Account Work

Ron,

We are going to need a budget amendment in the amount of $2,775,045 for the force acct. work for the Galveston Causeway Railroad Bridge project Force account work is work being done directly by the BNSF Railroad and includes mostly the signal and track work

My memo that you have already received will serve as back-up and provides a breakdown.

This was included in the apportionment of cost but there is no specific agreement for force account work and as a result it fell thru the cracks. As you can see our share is very little.

Thanks,

Mike

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

Memo Via Email

To: Rufus Crowder, Dee Guess, Cliff Billingsley, Mini Ortiz, Ron Shelby

From: Mike Fitzgerald

Date: October 29, 2010

Re: BNSF Force Account Work on the Galveston Causeway Railroad Bridge

Cc: Steve Leblanc, Jim Manlove, Steve Cernack, Mike Mierzwa, Jeff Malloy, Steve Millsap, Hala Elgaaly, Members of the Commissioners Court

Ladies & Gentlemen:

BNSF Force Account Work is included in the Order of Apportionment of Cost approved by the U.S. Coast Guard and Galveston County on May 5, 2010. The total estimated BNSF Force Account Cost for the **entire** project is $2,775,045. The estimated cost sharing breakdown for the $2,775,045 is the same as the other project costs and is shown below:

U.S. Coast Guard	95.5%	.955 x $2,775,045 =	$2,650,168
Local Sponsors	4.5%	.045 x $2,775,045 =	$ 124,877

Local Sponsor Breakdown:

BNSF	68.339%	.68339 x $124,877 =	$ 85,340
City of Galveston	11.467%	.11467 x $124,877 =	$ 14,320
Port of Galveston	11.467%	.11467 x $124,877 =	$ 14,320
Galveston County	8.727%	.08727 x $124,877 =	$ 10,897
Total Local Sponsors:			$ 124,877

Attached is the first invoice in the amount of $9,070.58 for BNSF Force Account Work.

It is my recommendation on each BNSF Force Account invoice that the county issues a purchase order to BNSF and simultaneously invoice the USCG and the local partners. Please note BNSF will pay 68.339% of the local share.

The attached calculation sheet shows the USCG's and each local sponsor's share of the first invoice.

Attachments: Order of Apportionment of Cost
BNSF Invoice No. for Force Acct. Work
Calculation sheet showing each entity's share

ORDER OF APPORTIONMENT OF COST
FOR
THE ALTERATION OF GALVESTON CAUSEWAY RAILROAD BRIDGE, INTRACOASTAL WATERWAY, MILE 357.2, GALVESTON, TEXAS

Order of Apportionment of Cost (the "Order") specifying the proportionate shares of the total cost to be borne by the United States of America (the "United States") and Galveston County (the "County") for performance of the alteration of the Galveston Causeway Railroad Bridge.

Pursuant to the provisions of Section 3 of the Act of June 21, 1940, as amended (33 U.S.C. 513), on June 18, 2001, an Order to Alter signed by the Commandant, United States Coast Guard (USCG), was served on the County requiring the County to alter its Bridge across the Intracoastal Waterway, mile 357.2, Galveston, Texas, in order to provide clearances for the reasonable needs of navigation.

In accordance with the provisions of Section 6 of the Act of June 21, 1940, as amended (33 U.S.C. 516), it is hereby ordered that the share of the total cost of the United States shall not exceed $93,258,856 and the share to be borne by the County shall not exceed $4,365,451. The attached Guaranty of Cost prepared in accordance with Section 5 of the Act of June 21, 1940, as amended (33 U.S.C. 515), is hereby approved. The apportionment of cost will not be revised while construction is in progress. However, if by reasons of emergency, or any unforeseen, undetermined, or other conditions beyond the control of the County, the total cost of work exceeds the amount of the Guaranty of Cost, additional payments may be made pursuant to the provisions of Section 7 of the Act of June 21, 1940, as amended (33 U.S.C. 517).

A total of $93,258,856 has been appropriated and is immediately available for payment to the County for work to be performed under this Order. Included in the total appropriated funds is $60,901,481 provided by the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA). These funds are the maximum amount the United States ensures will be available for this project. In the event the total cost of work exceeds the amount of the Guaranty of Cost, as per the paragraph above, and it becomes apparent that the available funds will be expended before additional funds are appropriated, the USCG will give at least a 30-day written notice to the County regarding exhaustion of funds. After receipt of such notice, the County may want to continue the work with the understanding that no payments for such work will be made above the amount available unless additional funds become available. The County will be promptly advised when and if additional funds become available.

This procedure will be repeated as often as necessary due to expenditure of funds and the necessity of awaiting appropriation of additional funds.

It is understood and agreed that the United States is not in any way liable for damages in connection with this Order on account of delays in payments to the County

due to lack of funds. It is also understood and agreed that this Order creates no obligation on the part of the United States to make available additional funds.

It is understood and agreed that the County is aware that a portion of the available United States' share of the total project cost is funded by ARRA and therefore, the County is considered to be "recipient(s)" within the meaning of that term provided in Title XV, Subtitle A, Section 1512(b)(1) of the ARRA. The County will report to the USCG, no later than the fifth day of each month, during the construction period certain information as prescribed by Section 1512(c) of ARRA. The County accepts that the use of foreign imported materials is prohibited, unless the contractor can produce evidence that a specific material is not produced domestically and the USCG waives this requirement. Structural steel used for the alteration of the bridge will be consistent with Section 1605 of ARRA. In addition, the County agrees to comply with Section 1606 of ARRA to ensure that all laborers and mechanics employed by contractors and subcontractors shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code.

The USCG has assigned Requisition Reference Numbers 33-09-G89HARRA4, 33-09-239H30000, and 33-07-237H30000 to this project.

EXECUTED BY THE U.S. GOVERNMENT THIS

4 **DAY OF** May **2010**

THE UNITED STATES OF AMERICA REPRESENTED BY:

David P. Pekoske

Commandant, U. S. Coast Guard

ACCEPTED FOR

THE GALVESTON COUNTY REPRESENTED BY:

County Judge

This 5TH **day of** MAY **2010**

Attachment: Guaranty of Cost

ATTEST:

MARY ANN DAIGLE
COUNTY CLERK

409-766-2244
281-316-8300 Ext. 2244
Fax 409-766-4590

JAMES D. YARBROUGH

COUNTY JUDGE
COUNTY OF GALVESTON

COUNTY COURTHOUSE
722 MOODY
GALVESTON, TEXAS
77550

April 29, 2010

Ms. Hala Elgaaly, P E.
Commandant (CG-5411)
US Coast Guard
2100 2nd Street SW Stop 7581
Washington DC 20593-7581

Re· Galveston Causeway Railroad Bridge

Dear Ms. Elgaaly:

Reference is made to the alteration of the Galveston County (County), Galveston Causeway Railroad Bridge, Intracoastal Waterway at mile 357 2 Galveston, Texas Pursuant to the provisions of Section 5 of the Truman-Hobbs Act, County hereby guarantees that the total cost of replacement of the existing bascule span with a vertical lift span, shall not exceed the sum of $97,624,307. This guarantee of cost is based on the actual bid cost of the Bridge alteration and the current estimated cost of all other work needed to complete the project including engineering services, engineering design, construction management, force account work and a 9 2% contingency. The County will not incur such costs without first obtaining approval from the United States Coast Guard.

Sincerely,

James D. Yarbrough
JDY.mf bjb

Email: james.yarbrough@co galveston.tx.us

AS BID
REV 04/28/2010

2011 Replacement Year

TABULATION OF PROPORTIONATE SHARES OF COSTS
TO BE BORNE BY THE UNITED STATES AND THE BRIDGE OWNER
GALVESTON CAUSEWAY RAILROAD BRIDGE, GALVESTON, TEXAS

Total Estimated Cost of Project	$88,584,373
Less Salvage	($9,000)
Cost of Alteration to Be Apportioned	$88,575,373
Share To be borne By the Bridge Owner	
Direct and Special Benefits	
Removing Old Bridge	$1,140,791
Fixed Charges	$255,165
Betterment	$0
Expected Savings in Repair and/or Maintenance Cost	$0
Cost Attributable to Requirements of Railroad	$0
Expenditure for Increased Carrying Capacity	$0
Expired Service Life of Old Bridge	$2,600,172
Sub Total	$3,996,128
Share To be borne By the United States	$84,579,245
Contingencies (9 2%)	$7,781,291
Incentive	$857,478
Total Government Cost	$93,218,014
Share To be borne By the Bridge Owner	$3,996,128
Contingencies (9 2%)	$367,644
Incentive	$42,522
Total Owner Cost	$4,406,294
TOTAL COST OF THE PROJECT	$97,624,307

*Note: The exact amount to be borne by the bridge owner will be determined after completion of the project.

AS BID
REV 04/28/2010

TABLE I

BRIDGE OWNERS SHARE OF REMOVING OLD BRIDGE 2011

Items To Be Removed (1)	Age at time of Removal in years (a) (2)	Owner's Share In % (3)	Removal cost (4)	Owner's share Of removal (5)	Years Remaining (6)	Present Worth Factor (7)	Owner's Present Liability (8)
30" Water Line	99	99%	$250,000	$247,500	1	0.957	$236,858
36" Water Line	10	10%	$350,000	$35,000	90	0 019	$665
Bascule Span*	23	31%	$500,000	$155,000	52	0 101	$15,655
Sub structure **	99	99%	$808,000	$799,920	1	0 957	$765,523
Protection Cell Northwest ***	41	82%	$200,000	$164,000	9	0 673	$110,372
Protection Cell Southeast***	21	42%	$100,000	$42,000	29	0 279	$11,718
Total			$2,208,000	$1,443,420			$1,140,791

* Cost for removal of bascule span includes removal cost of machinery/operator house

(7) Present worth factor is based on 4 1/2% interest rate for FY 2010 as established by the Water Resources Counsel The actual factor to be used shall be based on the interest rate for the year the bridge is removed

**Sub structure includes removal of two approach arches

***Cost of removal of protection cells includes removal of existing pier fenders

(a) Estimated year of removal is 2011 The bascule span was built in 1988 Substructure was built in 1912

AS BID
REV 04/28/2010

TABLE II

FIXED CHARGES TO BE PAID BY BRIDGE OWNER

Cost of Construction	$88,584,373
Less Fixed Charges	$5,656,384
Cost of Construction Less Fixed Charges	$82,927,989
Removing Old Bridge	$1,140,791
Betterment	$0
Expected Savings in Repair and Maintenance	$0
Cost Attributable to requirements of Railroad Traffic	$0
Expenditure for increased carrying capacity	$0
Expired service life of old bridge	$2,600,172
	$3,740,963
Fixed Charges by Owner	$255,165

$$\frac{\$3,740,963}{\$82,927,989} \times \$5,656,384 = \$255,165$$

TABLE VII

ESTIMATED VALUE OF EXPIRED SERVICE LIFE OF OLD BRIDGE

Replacement Year 2011

Item To Be Removed	Year Built	Original Cost	Salvage Value	Actual Capital Cost (2) - (3)	Est Service Life	Expired Service Life Years	Expired Service Life % (6) / (5)	Value of Exp Serv Life (4) X (7)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
30" Water Line	1912	$50,000		$50,000	100	99	99%	$49,500
36" Water Line	2001	$1,500,000		$1,500,000	100	10	10%	$150,000
Superstructure (a) (Two Arches)	1912	$50,000	$0	$50,000	100	99	99%	$49,500
Superstructure (Bascule Span)	1988	$7,000,000	$3,000	$6,997,000	75	23	31%	$2,145,747
Substructure (a)	1912	$70,000	$3,000	$67,000	100	99	99%	$66,330
Protect Cell Northwest	1970	$46,682	$3,000	$43,682	50	41	82%	$35,819
Protect. Cell Southeast	1990	$245,895	$0	$245,895	50	21	42%	$103,276
TOTAL		$8,962,577	$9,000	$8,953,577				$2,600,172

(a) Construction cost in the year 1912 of $979,434 for 28 arches, 66' wide super

are not available and therefore, those costs are assumed as follows

28 Arches @ 25,000 =	$700,000
Super Structure	$209,434
Substructure	$70,000
Total	$979,434

Two arches = 2 X $25,000 = $50,000

Construction cost of the new bascule span built in 1988 was approximately $7,000,000 per information from BNSF

AS BID
REV 04/28/2010
2010 Dollars

TABLE A

SUMMARY OF ESTIMATED COSTS

TABLE	DESCRIPTION	COST
B	Contract Cost	$80,152,944
C	Bridge Owner's Force Acct. Work	$2,775,045
D	Fixed Charges	$5,656,384
	TOTAL	$88,584,373
	Less right-of-way	$0
	TOTAL COST OF CONSTRUCTION	$88,584,373

AS BID
REV 04/28/2010
2010 Dollars

TABLE B

GALVESTON RAILROAD BRIDGE REPLACEMENT
CONSTRUCTION COST AS-BID

	ITEM	UNIT	QUANTITY	UNIT PRICE	COST
1	Mobilization	Lump Sum	Lump Sum	L S	1,000,000 00
2	Modification of Arch Spans	Lump Sum	Lump Sum	L S	4,000,000 00
3	45' Sheet Pile Dolphin No 3	Each	1	700,000	700,000 00
4	Cofferdams	Each	2	2,500,000	5,000,000 00
5	HP 117 Steel H-piles	Lin Ft.	45,000	67 00	3,015,000 00
6	Class T Tremie Concrete	C Y	1,681	600 00	1,008,600 00
7	Class A Concrete - Piers	C Y	9334 75	700	6,534,325 00
8	Class A Concrete - Control House Platform	C Y	138	2500	345,000 00
9	Reinforcing Steel	lb	351,934	0 75	263,950 50
10	Fabricated Structural Metalwork in Bridge to 4 50 Superstructure and Counterweights 5,216,782	Lump Sum	Lump Sum	L S	24,287,568 50
11	Temporary RR Spans	Lump Sum	Lump Sum	L S	1,000,000 00
12	Bridge Electrical Control System	Lump Sum	Lump Sum	L S	1,700,000 00
13	Bridge Mechanical Operating System	Lump Sum	Lump Sum	L S	9,000,000 00
14	Lift Span Balancing	Lump Sum	Lump Sum	L S	250,000 00
15	Class CW Counterweight Concrete	C Y	690	450	310,500 00
16	Wire Ropes and Sockets	Lump Sum	Lump Sum	L S	400,000 00
17	Maintenance Lift	Each	2	300,000	600,000 00
18	Emergency Generators	Lump Sum	Lump Sum	L S	130,000.00
19	Control House	Lump Sum	Lump Sum	L S	600,000 00
20	Machinery Enclosures	Lump Sum	Lump Sum	L S	200,000 00
21	Railway Deck and Track Work	Lump Sum	Lump Sum	L S	750,000 00
22	Span Change-out	Lump Sum	Lump Sum	L S.	3,000,000 00
23	35' Sheet Pile Dolphin Nos 1 & 2	Each	2	500,000	1,000,000 00
24	Fender System	Lump Sum	Lump Sum	L S	1,100,000 00
25	Removal of Bascule Abutments	Lump Sum	Lump Sum	L S	808,000 00
26	Removal of Fenders and Dolphins (Northside)	Lump Sum	Lump Sum	L S	300,000 00
27	Relocation of 36" Water Line	Lump Sum	Lump Sum	L S.	6,250,000 00
28	Relocation of 30" Water Line	Lump Sum	Lump Sum	L S	6,000,000 00
29	Removal of 36" Water Line at Channel	Lump Sum	Lump Sum	L S	350,000 00
30	Removal of 30" Water Line at Channel	Lump Sum	Lump Sum	L S	250,000 00
31	Salvage Credit - Removed Bascule Span	Lump Sum	Lump Sum	L S	(3,000.00)
32	Salvage Credit - Removed Bascule Abutments	Lump Sum	Lump Sum	L S	(3,000 00)
33	Salvage Credit - Removed Fenders & Dolphins	Lump Sum	Lump Sum	L S	(3,000 00)
34	Not used				
		TOTAL CONSTRUCTION COST AS BID			80,152,944 00
		LESS SALVAGE			(9,000 00)
		PROJECT COST AS BID			80,143,944 00

AS BID
REV 04/28/2010
2010 Dollars

TABLE C

ESTIMATED FORCE ACCOUNT WORK

Item No.	Description		Cost
C-1	Track work	BNSF Plan 163171 General	$278,161
		BNSF Plan 163533 On Temp Beams	$127,439
		BNSF Plan 163625 Track Redesign	$105,465
C-2	Signaling & Communication		
		BNSF Plan 99033 BNSF Signal	$1,283,094
		BNSF Plan 99047 Contract Signal	$63,462
		BNSF Plan 163526 Communications	$106,846
C-3	Flagging	BNSF Plan 163127	$767,249
C-4	Detour Cost		$0
C-5	Right-of-Way		$0
C-6	Utilities		$0
C-7	Misc Support Services - BNSF Plan 163624 (Monitor removals Lead, Asbestos, Etc)		$43,329
		TOTAL	$2,775,045

Note:
Values shown are estimates furnished by the BNSF. Amounts to be shown on the final Apportionment of Cost will reflect actual values.

AS BID
REV 04/28/2010
2010 Dollars

TABLE D

FIXED CHARGES

ITEM NO	DESCRIPTION		COST
D-1	Surveying, borings, soil analysis, and engineering design and analysis		$1,966,977
	Amendment No. 1 - Design		$286,253
	Amendment No. 2 - V E.		$29,794
	Amendment No. 3 - Advertize		$37,592
	Amendment No. 4 - Re-Bid		$212,289
D-1	Signal Design Cost		$60,703
D-2	Review shop drawings (by Contract)		$516,034
D-3	Construction engineering and administration	(by Owner)	$0
		(by BNSF)	$772,970
D-4	Construction engineering (by Contract)		$1,423,772
D-5 & D-6	Materials testing & Shop inspection		$350,000
		TOTAL	$5,656,384

Amounts to be shown on the final Apportionment of Cost will reflect actual values.

BNSF RAILWAY

INVOICE

E-BUSINESS COPY

MAKES CHECKS PAYABLE TO·
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

INVOICE NUMBER	90025955
AMOUNT	$ 9,070 58
DATE	10/21/2010

FOR FURTHER INFORMATION
BNSF FINANCIAL SERVICES - CSC
BNSF RAILWAY COMPANY
3001 LOU MENK DR
FORT WORTH, TX 76131-2800

BNSF TIN NO 41-6034000

1004605
GALVESTON COUNTY ENGINEERS OFFICE
ATTN ELIZABETH ROBERTSON
722 MOODY
GALVESTON TX 77550
USA

CONTRACT NO BF00025079

MONTHS ACCOUNTS	10/2010
SERVICE FROM	08/01/2010
SERVICE TO	08/31/2010
CBC	204

DIRECT INQUIRIES TO
CONTACT NAME Beatrice Barnes
PHONE NUMBER 8173522240

ARRA - FLAGGING VERTICAL LIFE SPAN - LS 7500 - MP 4 7 - GALVESTON SUB - GULF DIV - RDM MCALEESE - DE MCNABB - 100% BILLABLE GALVESTON COUNTY - ADDED 2011 PLAN 08/12/2010

WBS# 7-7798-10
PARITAL # 1

Total Costs	$9,070 58
BILLABLE PCT	100 00 %
INVOICE TOTAL	$ 9,070 58

Copy

CONTRACT NO BF00025079
INVOICE NUMBER 90025955

WBS # 7779810 ARRA - FLAGGING - GALVESTON VERTICAL LIF
VOUCHERS

VOUCHER #	DESCRIPTION	AMOUNT
1901773790	RAILROAD SERVICES INC	9,070 58

VOUCHERS TOTAL	$9,070 58
WBS # 7779810 TOTAL	$9,070 58
BILLABLE PCT (100 00 %)	$9,070 58
INVOICE TOTAL	$9,070 58

BNSF - OCR/ICR Fax Cover Sheet

GENERIC - PROJECTS

Multiple Distribution Invoice (Version 072409)

Employee ID: 1191196 Vendor Code: 2024097

Invoice Number: 749 Currency: USD Contract # (1): BF00054290 Service Date: 07 - 10 (mm / yy)

(1) Required if for purchased services

Invoice Total: $ 9,070.58 Retainage (if applicable) % (or) $ Special Handling ☐ Separate Check ☐

Line	Cost Center **(And)**	WBS Element	PPE Code	Amount excluding sales tax	State	Text Description (32 Characters)
1	10826	7779810	99	$ 9,070.58	TX	Line Track at Lift Bridge
2			99	$		
3			99	$		
4			99	$		
5			99	$		
6			99	$		
7			99	$		
8			99	$		

Subtotal of lines should equal invoice less sales tax. State Received In.

Account Description

	Required 8 Digit Project Number		Required 8 Digit Project Number
1	87103990	5	
2		6	
3		7	
4		8	

Activity Element Description for Non-Operating

	Required 4 Digit Activity Number		Required 4 Digit Activity Number
1	4123	5	
2		6	
3		7	
4		8	

FAX. Company 435-3413 Outside (785) 435-3413 or 1-800-759-BNSF (2673)

AUG 6 2010 5 21PM

NO 579 P 70/73

RSI
Railroad Services, Inc.

4727 Cripple Creek Drive
Houston, TX 77017

Invoice

Date	Invoice #
7/26/2010	749

Bill To
BNSF Railway Patrick McAlease 1909 County Road 129 Pearland, TX 77581

RFP#	AFE#	Vendor#	Contract#	Terms	Due Date	Job#	Location
WHD4423		2024097	BF54290	Net 30	8/25/2010	749	Galveston, TX

Quantity	Description	Rate	Amount
1	Bid Job- RFP WHD4423 - Line Track At Lift Bridge In Galveston, TX	5,000 00	5,000 00
	Additional Work Outside Scope Of Bid - Loader To Dump Ballast In Track		
16	Operator Straight Time	35.00	560 00
16	950 - Rubber Tire Loader	88 00	1,408.00
2	Tractor / Trailer	85 00	170 00
1	Materials & Delivery 50 Tons Of Main Line Ballast	1,932 58	1 932 58

AR779810

Thank you for your business.

Total $9,070.58

Phone #	Fax #	E-mail
(713) 947-3217	(713) 947-3204	rsi1@att.net

AUG 6 2010 5 21PM NO 579 P 7/7

Contractor Daily Work Report Signoff Form

Contractor Name: Railroad Services, Inc.		Milepost From:	Milepost To:
Work Performed For: BNSF			
Job Name: GALVESTON, TX	Date: 07-22-10		Segment:
Job Number: 749		Contract Number	
Accounting (U-Code/AFE/Other) Assigned To This Job:			
Authorized Rep To Whom Final Invoice Will Be Directed: PATRICK McALEER			

Employee Name	Position	Start Time	End Time	ST Hrs	OT Hrs	Double Time Hours	Total Hours
TOMMY OLIVARES	OPERATOR	7am	3pm	8			8

Equipment/Truck Type	# of Axles	Start Time	End Time	Hrs Operated	Standby Hrs	Total Hours
TRACTOR/TRAILER	6	2pm	3pm	1		1
CAT 950 LOADER		7am	3pm	8		8

Sub-Contractor	Material/Supplies	Comments

Other Descriptions Of Work:

Authorized Railroad Rep Signature: Date:

RSI Authorized Rep Signature: Date: 07-22-10

AUG 6 2010 5 21PM NO 579 P 12/13

Contractor Daily Work Report Signoff Form

Contractor Name: Railroad Services, Inc.	Milepost From:	Milepost To:
Work Performed For: BNSF		
Job Name: GALVESTON, TX	Date: 07-20-10	Segment:
Job Number: 749	Contract Number	
Accounting (D-Code/AFE/Other) Assigned To This Job:		
Authorized Rep To Whom Final Invoice Will Be Directed: PATRICK MCALEESE		

Employee Name	Position	Start Time	End Time	ST Hrs	OT Hrs	Double Time Hours	Total Hours
JOHNNY OLIVARA	Operator	7AM	3pm	8			8

Equipment/Truck Type	# of Axles	Start Time	End Time	Hrs Operated	Standby Hrs	Total Hours
TRACTOR/TRAILER	6	7AM	8 AM	1		1
CAT 950 LOADER		7AM	3pm	8		8

Sub-Contractor	Material/Supplies	Comments
TANDEM	50 TONS OF MAINLINE BALLAST - 25 TONS FOR EACH END OF CAUSWAY BRIDGE	

Other Descriptions Of Work:

Authorized Railroad Rep Signature: Date:

RSI Authorized Rep Signature: Date: 07-20-10

AUG 6 2010 5 21PM NO 579 P 15/15

BNSF FORCE ACCOUNT WORK

GALVESTON CAUSEWAY RAILWAY BRIDGE

BNSF Invoice No. 90025955
Galveston County Engineering Department Project Invoice No. 1
Estimate for Force Account
(See Order of Apportionment dated May 5, 2010) $ 2,775,045

Amount of invoice				$	9,070.58
USCG	95.5%	.955 x $9,070.58	=	$	8,662.40
Local Sponsors	4.5%	.045 x $ $9,070.58	=	$	408.18
Total Invoice (USCG & local sponsors)			=	$	9,070.58
Local Sponsors Breakdown:					
BNSF Railroad	68.339%	.68339 x $ 408.18	=	$	278.95
City of Galveston	11.467%	11467 x $ 408.18	=	$	46.81
Port of Galveston	11.467%	.11467 x $ 408.18	=	$	46.81
Galveston County	8.727%	.08727 x $ 408.18	=	$	35.61
Total Local Sponsors			=	$	408.18

Prepared by Galveston County Engineer

Mike Fitzgerald

Mike Fitzgerald

10-29-10

Date

W causeway BNSF forceaccountwork invoice1 10 29 10

AGENDA ITEM #30c

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Engineering	Amendment No 11-030-0119-C
Date Submitted	January 10, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

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

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request for monitoring repairs to a 30 inch crude oil pipe line in a hurricane levee

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 1101-000010-4412035	Line Item Seawall/Levee Inspections	10,000	___
TOTAL - Transfer Amount		$10,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No 1101-190100-5481000	Line Item Contract Services	10,000	___
TOTAL - Transfer Amount		10,000	

ADDITIONAL INFORMATION

This request from the Engineering Department is to budget for the monitoring of repairs to a pipe line in the hurricane levee Galveston County is issuing a permit to Valero to excavate into the hurricane levee to repair a 30 inch crude oil pipeline Valero is providing $10,000 in order that Galveston County can hire a professional engineering firm to monitor the repairs to the pipeline

Mike Fitzgerald 1/12/11
Departmental Authorization Date

N/A Date
Human Resources Department

1/12/11
Budget Office Authorization Date

AUDITOR'S REVIEW

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

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 1/19/11

AGENDA ITEM #30d

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Galveston County Sheriff Office-Fund 1101	Amendment No 11-031-0119-D
Date Submitted	January 10, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

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

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to budget monthly Career Ladder and Certification Pay Increases for Sheriff's Office positions - December 2010

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No	Line Item		
1101-110000-5119200	Career Ladder Promotion	25,100	
1101-110000-5159010	Career Ladder Promotion Fringe Benefits	4,800	
1101-110000-5119205	Career Ladder Certification	3,000	
1101-110000-5159015	Career Ladder Certification Fringe Benefits	600	
TOTAL - Transfer Amount		$33,500	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
1101-211133-5100000	Salaries (60,62,72,75,83,157, 177, 186,187,197)	24,000	
1101-211133-5152102	Medicare	300	
1101-211133-5153000	Pension	2,200	
1101-211133-5154000	Alternate Plan	2,000	
1101-211143-5100000	Salaries (29)	3,600	
1101-211143-5152102	Medicare	100	
1101-211143-5153000	Pension	300	
1101-211143-5154000	Alternate Plan	300	
1101-211162-5100000	Salaries (1)	500	
1101-211162-5153000	Pension	100	
1101-211162-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$33,500	

See attached for Career Ladder and Certification Pay increase amounts

Upon Approval

	Original Budget	Remaining
Career Ladder Promotions - Salaries	$110,000	$20,400
Career Ladder Promotions - Benefits	$22,000	$47,100
Career Ladder Certification - Salaries	$70,000	$5,600
Career Ladder Certification - Benefits	$13,900	$9,500

See Attached

Departmental Authorization — Date

Kathy Branch — Date 1/12/11

Human Resources Department

Budget Office Authorization — Date 1/12/11

AUDITOR'S REVIEW

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

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 1/19/11

Sheriff Career Ladder Increases-December 2010

Division	Division Name	PSN	Title	New GrSt	New Annua	Prior GrSt	Prior Annu.	Reason	Effective
211133	Corrections-Sheriff	157	DEPUTY III	15H	41446 08	14G	38486.92	CLAD	12/1/2010
211133	Corrections-Sheriff	177	DEPUTY I	13D	34016 84	12D	32377 8	CLAD	12/3/2010
211133	Corrections-Sheriff	197	DEPUTY I	13D	34016.84	12D	32377.8	CLAD	12/3/2010
211133	Corrections-Sheriff	60	DEPUTY I	13D	34016.84	12D	32377 8	CLAD	12/3/2010
211133	Corrections-Sheriff	186	DEPUTY II	14G	38487 02	13D	34016 84	CLAD	12/13/2010
211133	Corrections-Sheriff	75	DEPUTY I	13D	34016.84	12D	32377 8	CLAD	12/3/2010
211133	Corrections-Sheriff	187	DEPUTY I	13D	34016 84	12D	32377 8	CLAD	12/3/2010
211133	Corrections-Sheriff	83	DEPUTY I	13D	34016 84	12D	32377 8	CLAD	12/3/2010
211133	Corrections-Sheriff	62	DEPUTY I	13D	34016.84	12D	32377 8	CLAD	12/3/2010
211133	Corrections-Sheriff	72	DEPUTY III	15H	41446 08	13D	34016 83	CLAD	12/8/2010
211143	Patrol Division	29	DEPUTY II	14G	38487 02	13D	34016 84	CLAD	12/18/2010

ation Pay-December 2010

Division	Division Name	Type	PSN	Title	CDH	Amount	CDH Description	Begin	End
211133	Corrections-Sheriff	FTBE	157	DEPUTY III	1824	100	CERTIFICATION SHRFF	12/1/2010	12/31/2050
211133	Corrections-Sheriff	FTBE	186	DEPUTY II	1824	50	CERTIFICATION SHRFF	12/13/2010	12/31/2050
211133	Corrections-Sheriff	FTBE	72	DEPUTY III	1824	100	CERTIFICATION SHRFF	12/8/2010	12/31/2050
211162	CCISD COPS Hiring Recovery Pgm	FTBE	1	SLO-CCISD (REIMB)	1824	50	CERTIFICATION SHRFF	12/3/2010	12/31/2050

AGENDA ITEM #30e

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Information Technology	Amendment No 11-032-0119-E
Date Submitted	January 11, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

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

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to fund an in-policy demotion

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		___
1101-159100-5100000	Salaries (47)	2,500	
1101-159100-5153000	Pension	200	
1101-159100-5154000	Alternate Plan	200	
TOTAL - Transfer Amount		$ 2,900	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		___
1101-159100-5100000	Salaries (6)	2,400	
1101-159100-5151000	Salaries (unallocated)	100	
1101-159100-5153000	Pension	200	
1101-159100-5154000	Alternate Plan	200	
TOTAL - Transfer Amount		$ 2,900	

ADDITIONAL COMMENTS

Under Galveston County's policy, an employee placed into a position in a lower pay grade will retain their current step in the lower grade

Dept	Position #	Grade From-To	Budgeted Salary	Proposed Budgeted Salary	Annualized Increase or (Decrease)	Net Change Current Fiscal Year	Current Salary Paid
Information Tech	6	12D - 12H	$32 377	$35 739	$3 362	2 353	$32 377
Title NOC Operator							
Information Tech	47	16M - 16J	$49,266	$45,749	($3 517)	(2 461)	$30 066
Title NOC Administrator							
			Fringe Benefits			-	
			Net Change			$ (108)	

Departmental Authorization — Date

Human Resources Department — Date 1/12/11

Budget Office Authorization — Date 1/12/11

AUDITOR'S REVIEW

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

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 1/19/11

AGENDA ITEM #31

Lowe's Real Estate Department
Daniel J Moylan – Director of Real Estate
4607 Silverheel Street
Shawnee, KS 66226
Phone 913-441-9569
Fax. 913-441-9947

January 7, 2011

Rufus G. Crowder
Purchasing Agent
Galveston County
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550

Re: Offer to Purchase 11.39 Acre Tract of Land, More or Less, Located Adjacent to the Galveston County Justice Administration Center, Galveston, Texas

Dear Mr. Crowder:

This bid of $6.36 per square foot plus $2,000 for advertising and other incidental expenses related to the sale of the sale of the property is being tendered on behalf of Lowe's Home Centers, Inc., for the purchase of that one certain 11.39 Acre Tract of Land, more or less, located adjacent to the Galveston County Justice Administration Center, Galveston, Texas.

If, upon opening of the bids, we are notified that we are the highest bidder we agree to tender $50,000 in the form of a cashier's check or via electronic transfer of funds to Chicago Title located in Galveston, Texas by no later than 5.00 p.m. today. We understand that our failure to tender these monies will negate our bid.

We have read the Agreement to Sell and Purchase Real Estate (Agreement) that was included in the bid packet. We further agree that once the blanks have been filled in on the Agreement and our bid has been submitted to the Galveston County Commissioners' Court for acceptance and award we will execute the Agreement within two days after the date of the award of the bid and thereafter abide by all terms and conditions contained in the Agreement.

We designate Daniel J. Moylan of our company to act as our authorized representative to act on our behalf on all matters relating to this bid and the subsequent sale and purchase of the tract of land described above.

Sincerely yours:

Name: Daniel J. Moylan
Title: Director of Real Estate

AGENDA ITEM #32

Chapman, Brandy

From: Bazaman, Harvey
Sent: Thursday, January 27, 2011 2 10 PM
To: Chapman, Brandy, Bazaman, Harvey
Subject: RE Scan from a Xerox WorkCentre Pro

Sorry Yes, just yesterday it was signed by the Title Company. Do you want an original or will a scanned copy suffice?
Harvey

-----Original Message-----
From· Chapman, Brandy
Sent. Thursday, January 27, 2011 9 44 AM
To Bazaman, Harvey
Subject RE: Scan from a Xerox WorkCentre Pro

Harvey,

Did we ever get this?

Thanks,

Brandy Chapman
Chief Deputy
Galveston County Clerk's Office
(409) 766-2209

-----Original Message-----
From· Bazaman, Harvey
Sent: Thursday, January 20, 2011 10:19 AM
To. 'Houlemard, Angie - Angela T', Bazaman, Harvey, Henry, Mark; Chapman, Brandy
Subject FW: Scan from a Xerox WorkCentre Pro

Good morning Angie:
Sorry I did not get back to you yesterday. Late day.
All went fine in Commissioners' Court They accepted the bid and approved execution of the EMK. I also received the three originals that you sent over night to me Thanks
When I glanced through what you sent I noticed that Lowe's failed to sign/initial the attached pages, all of which came out of the exhibits Essentially, page 33 (Repurchase Exhibit) page 37 (Liq Damages Exhibit) the Gulf Intacoastal Exhibit, the Endangered Species Exhibit and the Property Condition disclosure
Please have your people sign/initial where indicated on each page and, if possible, get them to me via overnight. Hopefully then I can get my County Judge to execute everything on Friday Unfortunately, he is out all next week
Any questions, please call
Harvey
409-770-5565

-----Original Message-----
From ld04xer@co galveston tx.us [mailto:ld04xer@co.galveston tx.us]
Sent Thursday, January 20, 2011 5 14 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] Number of Images 5 Attachment File Type PDF

WorkCentre Pro Location 5\\Galveston\TX\USA\ Device Name LD04XER

LOWE'S
Companies, Inc.

Angela T Houlemard
Counsel

January 24 2011

VIA UPS OVERNIGHT MAIL

Harvey Bazaman
Director, County Legal
County of Galveston
722 Moody, 5th Floor
Galveston Texas 77550

RE Galveston, TX

Dear Mr Bazaman

Enclosed you will find three (3) originals of the signature pages for Agreement to Sell and Purchase Real Estate ("Agreement") executed by Lowe's Home Centers, Inc Please forward one (1) fully executed original of the Agreement to my attention

If you have any questions, please feel free to contact me

Yours truly,

Angela T Houlemard
Legal Counsel

ATH/dam

Enclosure

cc Dan Moylan (via email w/o encl)

1/25/11
Angie-
Enclosed is
an fully signed
original-
Please note
your
initials
are not
on
Pages 1, 10-12

1000 Lowe's Boulevard, Mailcode NB6LG, Mooresville, North Carolina 28117
P. O Box 1000, Mooresville, North Carolina 28115
Telephone (704) 758-5063 Facsimile (704) 757-0787
Licensed in the State of California; Not Licensed in the State of North Carolina

LOWE'S
Companies, Inc.

Angela T Houlemard
Counsel

January 18, 2011

VIA UPS OVERNIGHT MAIL

Harvey Bazaman
Director, County Legal
County of Galveston
722 Moody 5th Floor
Galveston, Texas 77550

RE Galveston TX

Dear Mr Bazaman

Enclosed you will find three (3) fully executed originals of the Agreement to Sell and Purchase Real Estate ("Agreement") executed by Lowe's Home Centers, Inc Once the Agreement has been signed by Galveston County please forward one (1) fully executed original to my attention

If you have any questions, please feel free to contact me

Yours truly,

Angela T Houlemard
Legal Counsel

ATH/dam

Enclosure

cc Dan Moylan (via email w o encl)

1000 Lowe's Boulevard, Mailcode NB6LG, Mooresville, North Carolina 28117
P O Box 1000, Mooresville, North Carolina 28115
Telephone (704) 758-5063 Facsimile (704) 757-0787
Licensed in the State of California, Not Licensed in the State of North Carolina

KEVIN C WALSH, CPA, GALVESTON COUNTY TREASURER, (409) 7 0-33

Check No AP00338925

Vendor No 712689 Vendor Name CHICAGO TITLE

Check Date 01/26/2011

Our Claim No	Our P O No	Invoice No	Gross	Discount	Net Amount
EN	C104189	2290001	50,000 00		50,000 00
TOTAL			50,000 00		50,000 00

VENDOR COPY

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

MOODY NATIONAL BANK
GALVESTON, TEXAS

46-9/1131

AP00338925
01/26/2011

* * * * $50,000 00 CTS CTS

PAY FIFTY THOUSAND AND 00/100

PAY TO THE ORDER OF.
CHICAGO TITLE
3025 HEARDS LANE
SUITE 1E
GALVESTON, TX 77551

County Auditor

County Clerk

County Treasurer

⑈00338925⑈ ⑆113100091⑆ 3010012528⑈ ⑈0005000000⑈

AGREEMENT TO SELL AND PURCHASE REAL ESTATE

THIS AGREEMENT TO SELL AND PURCHASE REAL ESTATE (the "AGREEMENT"), is made and entered into as of the date of the last execution hereof, which date is the 19th day of January, 2011, (the "Effective Date"). It is by and between GALVESTON COUNTY, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, (hereinafter referred to as the "SELLER"), and LOWE'S HOME CENTERS INC., a North Carolina Corporation (hereinafter referred to as the "BUYER"), (Seller and Buyer being sometimes also hereinafter referred to individually as a "Party" or collectively as the "Parties")

WITNESSETH.

THAT WHEREAS, Seller has warranted to Buyer that it is the owner of the Premises described hereinafter; and

WHEREAS, Seller has offered to sell and Buyer has agreed to purchase the Premises hereinafter described subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the payments to be made by Buyer hereunder and the mutual covenants, conditions and undertakings contained herein, the sufficiency of which consideration is acknowledged by all Parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

1. DESCRIPTION OF REAL PROPERTY Seller agrees to sell and Buyer agrees to purchase the real property which consists of a tract or tracts of land containing approximately 11.39 acres, more or less, in the City of Galveston, County of Galveston, State of Texas as described or shown upon the attached Exhibit A which is incorporated herein by reference (the "Premises") This description of the Premises is subject to a boundary survey to be provided hereunder and shall include any improvements and personal property currently located thereon and all and singular the rights, privileges, advantages, and appurtenances belonging or in any way appertaining to the Premises, as well as all easements in or upon the Premises or benefiting the Premises and rights of ingress and egress thereto utilizing the currently existing City of Galveston owned rights of way known as Broadway (Avenue J) and Ball (Avenue H), and, without affecting Buyer's right to terminate this Agreement during the Inspection Period as described in Article 5 below, one hundred percent (100%) of the use and control of the surface of the Premises, subject however to the rights of the owners of any mineral or royalty interests or the lessees of any surface lease relating to the Premises

2 TIME FOR PERFORMANCE Closing shall take place and the Seller shall convey the Premises to Buyer in accordance with the terms hereof at the later of

(a) sixty (60) days after the expiration of the Inspection Period as defined in Paragraph (5) of this Agreement; or

(b) ten (10) days following written notification by Buyer that all of the requirements set forth in Paragraphs 5, 6, 7 and 8 of this Agreement have been fulfilled, in the opinion of Buyer, to the full satisfaction of Buyer, unless this Agreement is terminated as otherwise herein provided (such date for closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date")

(c) Notwithstanding anything to the contrary in this Agreement, Buyer shall have the option in its sole and absolute discretion to extend the Closing Date for an additional thirty (30) days by giving written notice to Seller on or before the expiration of the Inspection Period In addition, in the event the Closing Date falls during the period of November 1 through the last day of February, Buyer may extend the Closing Date to a date within thirty (30) days after the following March 1

3 PURCHASE PRICE The total purchase price for the Premises shall be calculated by multiplying Six Dollars and thirty six cents ($6 36) by the total square footage of the Premises (approximately 11 39 acres or 496,148 40 square feet) for a total sum of Three Million, One Hundred Fifty Five Thousand, Five Hundred Three Dollars and Eighty Cents ($3,155,503 80) (the "Purchase Price")

4 DEPOSIT Within at least five (5) business days following Buyer's receipt of written notice from Seller, Buyer shall deposit with Chicago Title Insurance Company 6025 Heards Lane, Suite 1-E, Galveston, Texas, Attention Tina J. Ber 409-744-2928 (phone) 409-744-2991 (fax) Tina@chicagotitle-get com (the "Title Company") as a partial payment of the Purchase Price and a deposit to bind this Agreement, the sum of Fifty Thousand and No/100 Dollars ($50,000 00) in cash that provides that if Buyer defaults under this Agreement the Title Company may deliver the proceeds to Seller (the "Deposit") The Deposit shall be considered "earnest money".

The Deposit shall be refunded to Buyer in the event Buyer elects to terminate this Agreement under the terms and conditions defined herein; otherwise, it shall be applied to the Purchase Price at Closing

Notwithstanding anything contained herein to the contrary, in the event Buyer terminates this Agreement as permitted hereunder, Seller may retain from the Deposit the sum of One Thousand and No/Dollars ($1,000 00) (herein called the "Independent Consideration") The adequacy of the Independent Consideration is expressly acknowledged by Seller by Seller's execution of this Agreement Notwithstanding any provision of this Agreement permitting the

Buyer to terminate this Agreement and to thereupon receive a return of the Deposit, if the transaction contemplated by this Agreement does not close in accordance with the provisions of this Agreement and such event is not the result of Seller's default or breach of this Agreement, the Independent Consideration shall be deemed nonrefundable to Buyer and immediately upon the occurrence of such event the Independent Consideration shall be disbursed by the Title Company to Seller

5. INSPECTION PERIOD. Buyer shall be under no obligation to purchase the Premises or otherwise perform under this Agreement unless Buyer determines the Premises to be, in all respects, suitable for its intended purposes. The decision as to whether the Premises are suitable for its intended purposes shall be in the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties Buyer shall have one hundred twenty (120) days or two hundred forty (240) days, if extended under the provisions hereof, from the Effective Date to notify Seller of its termination of this Agreement due to Buyer's determination in its sole and absolute discretion that the Premises are unsuitable (the "Inspection Period") If Buyer so elects to terminate, Seller and the Title Company shall be obligated to return the Deposit to Buyer as provided in Paragraph 4 hereof, with neither Party having any other rights or obligations under this Agreement Seller shall reasonably cooperate and assist Buyer in the obtaining of all permits, assurances, approvals from state, municipal, county and federal authorities necessary for Buyer to satisfy itself during the Inspection Period of the suitability of the Premises.

Seller hereby grants to Buyer, its contractors, agents and employees, the right and license to go onto the Premises for the purpose of conducting surveys, tests, inspections, and evaluations and samplings which Buyer may require in its assessment and inspection of the Premises, subject to the indemnification provisions of Paragraph 9(b) hereof

Buyer shall have the option to extend the Inspection Period for two additional sixty (60) day periods (the "First Extension" and the "Second Extension" respectively) if all governmental approvals (as provided in Section 7) have not been received by Buyer in its sole discretion. Such election shall be made by giving written notice to Seller on or before the expiration of the Inspection Period as it relates to the exercise of the First Extension, or on or before the expiration of the First Extension as it relates to the exercise of the Second Extension

6 SURVEY AND TITLE INSURANCE

(a) Survey. Within sixty (60) days of the Effective Date after meeting on the Premises and confirming with Seller the outer physical boundaries of the Premises, Buyer shall cause to be prepared an on-the-ground, staked, ALTA (American Land Title Association) survey (the "Survey") prepared by a State of Texas Registered Professional Land Surveyor of the Premises drawn in accordance with Buyer's survey requirements as are approved in writing by

Seller which are attached hereto as Exhibit B and incorporated herein by reference (the "Survey Requirements") In the event the Survey Requirements conflict with ALTA or Texas state law guidelines, Texas state law guidelines will prevail. The metes and bounds description of the Premises resulting from the Survey, if and as accepted by Seller and Buyer, shall upon such acceptance supersede and replace the description of the Premises set forth in Paragraph 1 hereof for all purposes hereunder and shall be the description of the Premises used in the Deed, and Owner's Policy of Title Insurance to be furnished hereunder Additionally, said metes and bounds description should appear on the Survey plat and be incorporated therein. The area defined by the boundary Survey of the Premises shall contain11 39 acres, more or less, as delineated on the attached Exhibit A In the event of and at Closing, Seller shall reimburse Buyer for Buyer's actual cost of obtaining the Survey

(b) Title Insurance. Buyer shall be under no obligation to purchase the Premises from Seller unless Buyer can obtain from the Title Company a commitment ("Title Commitment") and a Texas Owner's Policy of Title Insurance (T1) issued by Chicago Title Insurance Company satisfactory to Buyer for the Premises (Title Insurance Policy") Buyer shall obtain the Title Commitment within sixty (60) days following the Effective Date The Title Commitment shall identify the Premises and easements appurtenant thereto by the legal description(s) set forth on the Survey The Title Insurance Policy to be issued pursuant to the Title Commitment shall contain, in Buyer's discretion, endorsements (unless prohibited by law) stating (i) all of the parcels comprising the Premises are contiguous (if the Premises is comprised of more than one parcel) and that the Premises are contiguous to any property containing easements appurtenants thereto, (ii) that the Premises abuts on two (2) public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Buyer and (iii) such other endorsements as Buyer may require (the "Endorsements") Seller hereby agrees to provide to the Title Company any abstracts of title covering the Premises and/or any other form of title evidence it may have obtained, including any owner's title insurance policy. Buyer's decision as to whether "satisfactory" title insurance can be obtained shall be final and shall not be subject to question by Seller Seller shall reasonably cooperate with Buyer in helping Buyer to eliminate such exceptions from Buyer's Title Commitment as Buyer may desire eliminated, and further, Seller shall reasonably cooperate with Buyer in order for all requirements of Closing outlined in Buyer's Commitment to be accomplished in all respects, including, without limitation, customary owner's affidavits, leasehold interests and other matters in favor of the Title Company as the Title Company shall reasonably require to issue the Title Insurance Policy Seller shall be responsible for the cost of a standard Texas Owner's Policy of Title Insurance (T1) and any endorsements which Seller offers (and Buyer accepts) to cure title objections made by Buyer

pursuant to Paragraph 6(c) below. Buyer shall be responsible for the additional cost of obtaining a T 19 endorsement to the Texas Owner's Policy of Title Insurance and any other endorsements required by Buyer

(c) Review of Survey and Title Commitment Buyer shall have a period of thirty (30) days from receipt of the Title Commitment, Survey and the documents referred to therein, whichever is later, in which to review such items and to deliver to Seller in writing such objections as Buyer may have to the Title Commitment, Survey, or the other documents referred to therein. Any matters in the Title Commitment, Survey, or the documents referred to therein to which Buyer does not object within the thirty (30) day period shall be deemed approved by Buyer and shall constitute "Permitted Exceptions" In the event Buyer does timely object to the Title Commitment, Survey, or the documents referred to therein as hereinbefore provided, then and in such event, Seller shall have the right, but not the obligation, for a period of fifteen (15) days (the "Cure Period") following the receipt by Seller of Buyer's objections to attempt to cure such objections In the event Seller fails or refuses to cure such objections within such Cure Period, then, and in such event, Buyer may either (i) waive such objections and proceed to close, or (ii) terminate this Agreement, whereupon, in the latter event, the Deposit shall be refunded and/or returned to Buyer by the Title Company (except the Independent Consideration) in accordance herewith and the Parties hereto shall have no further rights or obligations hereunder except as may specifically survive under the express terms hereof. Buyer's election to waive such objections or terminate this Agreement must be exercised within thirty (30) days following the expiration of the Cure Period, and Buyer's failure to exercise such election within the said thirty (30) day period shall be deemed a waiver of such objections by Buyer, in which event all such objections shall additionally be deemed Permitted Exceptions

In the event any additional matters appear in any updated Title Commitment, which were not contained in the original Title Commitment, such matters shall automatically be deemed to be unacceptable to Buyer and shall not constitute Permitted Exceptions unless Buyer expressly accepts in writing such additional matters

Buyer reserves the right to terminate this Agreement and receive the return of the Deposit (less the Independent Consideration), at any time between expiration of the Inspection Period and Closing ("Intervening Period") if during such Intervening Period there shall occur any change in title condition which, in Buyer's sole judgment, materially adversely affects the Premises or Buyer's intended development and/or prospective use thereof

7 DELAY IN OBTAINING PERMITS OR APPROVALS Buyer shall promptly commence efforts to obtain any and all governmental or quasi-governmental permits and approvals for construction of improvements on the Premises at its own expense Seller shall reasonably cooperate with Buyer in this regard, shall reasonably pursue available means to assist

Buyer in its obtaining of the same, and shall, if requested to do so, execute such applications or requests as may be necessary for the owner of the Premises to execute and to provide any information privy to, known to, or in possession of Seller which may be necessary or useful in completing applications or requests. If, while in compliance with the requirements of this Agreement, Buyer shall experience delay in obtaining necessary permits or approval to use the Premises for Buyer's intended use, Buyer will be entitled to and may by written notice to Seller elect one of the following

(a) to extend the Inspection Period as to such specific matters and the Closing Date as provided in Paragraph 5 to obtain required permits or approvals as referred to above, and, if not obtained prior to the expiration of such extension(s), to elect whether (b) or (c) below applies,

(b) to waive such permits and approvals and to close the transaction in accordance with the terms of this Agreement; or

(c) to terminate this Agreement and to receive a refund of the Deposit, except for the Independent Consideration, in which event neither Seller nor Buyer will have any further rights, duties or obligations under this Agreement, except as expressly provided herein.

8 ADDITIONAL CONDITIONS TO CLOSING Buyer shall have no obligation to Close on the transaction contemplated herein unless Buyer and Seller shall have by the Closing Date mutually agreed to

(a) A form of Easements, Covenants, Conditions and Restrictions ("ECCR") using Buyer's standard form, as mutually agreed to by Seller and Buyer, to contain the following items (i) grant of utility and cross access easements for the benefit of the Premises and the adjacent property lying easterly of the Premises and southerly of Ball Street (Avenue H) retained by Seller (the "Adjacent Property"), (ii) restrictions against certain nuisance uses, (iii) exclusive uses for Buyer's intended use and no provisions extending exclusive use restrictions against the Premises, (iv) a requirement that each owner maintains its own property, and (v) such other matters as the Parties deem reasonably necessary

(b) A form of Site Development Agreement ("SDA") using Buyer's standard form, as mutually agreed to by Seller and Buyer, pursuant to which Buyer shall perform such matters as the Parties deem reasonably necessary

(c) Buyer shall be under no obligation to purchase the Premises or otherwise perform under this Agreement unless, prior to Closing, the Parties have mutually approved in writing the forms of the ECCR and SDA. Failure by the Parties to approve the forms of the ECCR and SDA prior to Closing shall be deemed the Parties disapproval of the forms of the ECCR and SDA If the Parties disapprove the forms of the ECCR and SDA, Seller and the Title Company shall be obligated to return the Deposit (less the Independent Consideration) to

Buyer as provided in Paragraph 4 hereof, with neither Party having any other rights or obligations under this Agreement

9 ENVIRONMENTAL DISCLOSURE, REPRESENTATIONS, INVESTIGATION AND WARRANTIES.

(a) Seller Disclosures Within ten (10) business days after the Effective Date, Seller, to the extent of Seller's knowledge, shall inform Buyer of any Hazardous Materials or Release, as defined hereinafter, and of any underground structures or utilities which are or may be present on the Premises and Seller shall deliver to Buyer any documentation (for example, any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) Seller has within its possession or control regarding such conditions, structures or utilities Seller shall immediately notify Buyer, in writing, of any Release, as defined hereinafter, or change to any environmental information previously given by Seller to Buyer, or Seller understands that Buyer needs this information in order to properly evaluate the Premises, to avoid damaging underground structures and utilities and to avoid causing, contributing to or exacerbating the Release of a Hazardous Substance in the course of its investigations

(b) Buyer Costs and Indemnification Buyer agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Premises caused by Buyer's investigations or testing, at Buyer's expense **Buyer also agrees to indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Buyer's negligence or willful misconduct or that of its employees, agents, consultants or contractors in performing its evaluation of the Premises, except that Buyer shall have no responsibility to Seller and Seller hereby, to the extent permitted by the laws and the Constitution of the State of Texas releases Buyer and agrees to indemnify and hold Buyer harmless from all costs, expenses and liabilities arising in connection with environmental conditions, Hazardous Materials Release or underground structures or utilities that were not disclosed to Buyer as provided in Paragraph 9(a).**

Soil, rock, water, asbestos, and other samples taken from the Premises shall remain the property of Seller At Seller's request and expense, Buyer will assist in making arrangements for the lawful disposal of any contaminated samples and related transportation of disposal fees, but only if Seller signs the manifest and any other documents required in connection with the disposal of contaminated samples If Seller is not willing to sign the required documentation, Buyer's only obligation shall be to return the contaminated samples to Seller

(c) Seller Environmental Representations and Warranties Seller has undertaken an appropriate inquiry into the previous ownership and uses of the Premises consistent with good commercial or customary practice in an effort to minimize liability with respect to Hazardous Materials and represents and warrants to Buyer that to Seller's actual knowledge, except as disclosed and delivered to Buyer hereunder·

(i) The Premises are now free from contamination by Hazardous Materials, and the Premises and the activities conducted thereon as of the Effective Date and on the Closing do not pose any significant hazard to human health or the environment or violate any Environmental Laws (as defined in this Paragraph 9(c)(vi) There is no evidence of Release of Hazardous Materials at the Premises

(ii) To Seller's actual knowledge there has been no generation, treatment or storage of any Hazardous Materials at the Premises nor any activity at the Premises which could have produced Hazardous Materials, except for the temporary placement of building and building contents debris, trees and other materials on the Premises that were placed on the Premises as a result of damages caused by Hurricane Ike in September of 2008

(iii) Other than the remains of up to two (2) cotton steam presses with associated underground pit(s) there are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers or other man-made facilities at the Premises known to Seller which may have accommodated Hazardous Materials at the Premises To Seller's actual knowledge, neither Seller, nor any third person, has stored, placed, buried or Released Hazardous Materials at the Premises, including the soil, surface water and ground water, except for the temporary placement of building and building contents debris, trees and other materials on the Premises that were placed on the Premises as a result of damages caused by Hurricane Ike in September of 2008.

(iv) There has been no treatment, storage or Release of any Hazardous Materials on land adjacent or near to the Premises known to Seller which may constitute a risk of contamination of the Premises or surface water or ground water flowing to the Premises except for the temporary placement of building and building contents debris, trees and other materials on the Premises that were placed on the Premises as a result of damages caused by Hurricane Ike in September of 2008

(v) No inspection, audit, inquiry or other investigation has been or is being conducted by any Governmental Authority (as hereinafter defined in this Paragraph 9(c)(vi)) or other third person with respect to the presence or discharge of Hazardous Materials at the Premises or the quality of the air, or surface or subsurface conditions at the Premises except for the Phase I environmental audits performed on behalf of Seller or any Lender of Seller, copies of which will be delivered to Buyer pursuant to this Agreement Seller has not received

notice that any such inspection, audit, inquiry or investigation is pending or proposed other than the investigations already performed upon the Premises by Buyer Neither Seller, nor to Seller's knowledge, any previous owner of the Premises has received any warning, notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice or request for information alleging that Hazardous Materials have been stored or Released at the Premises or that conditions at the Premises are in violation of any Environmental Laws or requesting information regarding the use, storage, Release or potential Release of Hazardous Materials at the Premises

(vi) Definitions For purposes of this Paragraph 9 and this Agreement "Environmental Laws" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U S.C , 33 U S C , 42 U S C and 42 U S C Section 9601 et seq) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U S C Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U S C Section 1801 et seq.), (iv) the Toxic Substances Control Act (15 U.S C Section 2061 et seq), (v) the Clean Water Act (33 U S C Section 1251 et seq); (vi) the Clean Air Act (42 U S C. Section 7401 et seq), (vii) the Safe Drinking Water Act (21 U S C Section 349, 42 U S C Section 201 and Section 300f et seq.), (viii) the National Environmental Policy Act (42 U S C Section 4321 et seq), (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U S C , 29 U S C , 33 U.S C and 42 U S C.), (x) Title III of the Superfund Amendment and Reauthorization Act (40 U S.C Section 1101 et seq), (xi) the Uranium Mill Tailings Radiation Control Act (42 U S C Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U S.C Section 655 et seq), (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U S C Section 136 et seq); (xiv) the Noise Control Act (42 U S.C Section 4901 et seq), and (xv) the Emergency Planning and Community Right to Know Act (42 U S C Section 1100 et seq)

"Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law including, but not

limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste Without limiting the generality of the foregoing, the term "Hazardous Materials" shall include

"Hazardous Substances as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder,

"Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder,

Materials as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder, and

"Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder

"Governmental Authorities" means the United States, the State of Texas and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence

"Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing of Hazardous Materials into the environment

Seller further agrees to execute any documents as may be required by Buyer at the Closing to evidence the continued effectiveness of the warranties, representations and covenants contained within this Paragraph 9

10 POSSESSION Buyer shall be given sole and exclusive possession of the Premises at such time as the Deed described in Paragraph 11 below is delivered by Seller to Buyer conveying the Premises to Buyer and Buyer pays the Purchase Price as described in Paragraph 3 of this Agreement at Closing On or prior to the Closing, Seller shall remove any and all trash and/or debris located on the Premises, with the exception of up to two (2) cotton steam presses and underground pit(s) referred to in Article 9 (c) iii above

11 CLOSING At the Closing Seller shall deliver to Buyer a Special Warranty Deed (the "Deed") substantially in the form attached hereto as Exhibit "H" conveying the Premises to Buyer, which Deed shall contain covenants of title satisfactory to Buyer, and shall state that Seller is seized of the Premises in fee, Seller has bargained, sold and conveyed unto Buyer and

its successors and/or assigns in title the Premises in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities by through and under Seller but not otherwise Title to the Premises at Closing shall be marketable and good of record and in fact and zoned to permit Buyer's intended use At the Closing, Seller shall convey marketable title to the Premises in fee simple by means of the Deed, free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, easements, rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except

(a) the lien of real estate taxes not yet due and payable,

(b) Permitted Exceptions, and

(c) the rights of the owners of any mineral or royalty interests or the lessees of any surface lease relating to the Premises

At the Closing the Parties shall execute the settlement statement prepared by the Title Company, such transfer tax forms as may be required by local or state requirements, the ECCR and the SDA, and the ECCR shall be recorded against the Premises and the Adjacent Property owned by Seller lying easterly of the Premises and southerly of Ball Street In addition, on the Closing Date Buyer shall have the responsibility of paying all state, county or municipal transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Premises as well as any notary fees incurred All unpaid ad valorem taxes due and payable within the calendar year of the Closing shall be prorated between Seller and Buyer as of the Closing Date Seller shall pay all rollback taxes, recoupment fees or taxes occasioned by a change in use of the Premises Seller agrees to promptly forward to Buyer any property tax statements for the Premises received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Buyer has to pay because of Seller's failure The cost of recording the Deed shall be paid by Seller, and the cost of recording the ECCR and any escrow fees shall be shared equally by the Parties Buyer shall reimburse Seller for any actual advertising costs and other incidental expenses related to the sale of the Premises in an amount not to exceed Two Thousand and No/100 Dollars ($2,000 00)

Seller shall pay _____ for any professional services tendered on behalf of Seller at Seller's request pursuant to a separate agreement, and Buyer shall have no obligation or responsibility toward the payment of any such costs Seller represents to Buyer that Seller has not employed nor engaged any real estate agent or brokers to be involved in this transaction other than _____ and, **to the extent permitted by the laws and the Constitution of the State of Texas, Seller agrees to indemnify and hold Buyer harmless from any claims for professional services arising out of the sale of the Premises to Buyer** Buyer shall pay a broker's fees to SDI Realty pursuant to a separate agreement, and Seller shall have no obligation or responsibility toward the payment of any such costs Buyer represents to Seller that Buyer has

not employed nor engaged any real estate agent or brokers to be involved in this transaction other than SDI Realty and **Buyer agrees to indemnify and hold Seller harmless from any claims of brokers or real estate agents by, through or under Buyer for fees or commissions arising out of the sale of the Premises to Buyer.**

Seller and Buyer agree that Buyer may extend the Closing Date for up to an additional fifteen (15) days to (a) complete, obtain signatures, and deliver to Title Company all documentation necessary for Closing, or (b) complete any title examination necessary for Closing This fifteen (15) day extension may extend beyond the time set in Paragraph 2

If the sale of the Premises to Buyer constitutes or requires a subdivision of the Premises owned by Seller, Seller shall pay all subdivision and platting expenses and obtain all necessary governmental approvals In the event Seller has not theretofore paid the same, Buyer shall be entitled to a credit for such amounts from Seller against the Purchase Price at Closing

12 ASSIGNMENT BY BUYER This Agreement and the rights, duties, interests, and obligations of Buyer hereunder may, upon prior written approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed, be assigned by Buyer, provided, however, Seller's approval shall not be required for any assignment to an affiliate, parent or subsidiary of Buyer If such assignment is made, then the sale of the Premises contemplated by this Agreement will be consummated in the name of any such assignee, and, after any such assignment, Seller will look solely to such assignee for the performance and discharge of all the obligations and liabilities of Buyer hereunder, the Buyer, in such event, being relieved of any obligation and liability hereunder

13 NOTICES All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be (i) delivered personally (with written confirmation thereof), (ii) sent by a nationally recognized overnight courier (subject to written delivery confirmation thereof), or (iii) sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below The same shall be effective upon receipt or refusal The initial addresses of the Parties shall be

To Seller

Hon Mark Henry
County Judge
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

with a copy to	Harvey Bazaman Director, County Legal County of Galveston 722 Moody, 5th Floor Galveston, Texas 77550
To Buyer	Lowe's Home Centers, Inc P O. Box 1111 (1605 Curtis Bridge Road, Wilkesboro, NC 28697) North Wilkesboro, NC 28656-0001 Attention Dan Moylan, Real Estate Director
with a copy to	Lowe's Home Centers, Inc P.O. Box 1000 (1000 Lowe's Blvd , Mooresville, NC 28117) Mooresville,NC 28115 Attention· Legal Real Estate (NB6LG)

Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America

14 DESTRUCTION, CONDEMNATION In the event of any material damage to or destruction of the Premises or any material portion thereof or in the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof of the Premises or any portion thereof by anyone having the power of eminent domain), Buyer shall, by written notice to Seller delivered within fifteen (15) days of receiving written notice from Seller of such event, elect to (i) terminate this Agreement and all of Buyer's obligations under this Agreement, whereupon the Deposit, except for the Independent Consideration, shall be returned to Buyer and this Agreement shall become null and void and no Party shall have any right, duty or obligation under this Agreement, or (ii) consummate the purchase of the Premises If Buyer does not elect to terminate this Agreement, then Seller shall on the Closing Date pay to Buyer all insurance proceeds then received by Seller plus an amount equal to any deductible, or self insurance retention related to the casualty coverage, and all condemnation awards and compensation then received by Seller In addition, Seller shall transfer and assign to Buyer, in form reasonably satisfactory to Buyer, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage, destruction or taking

Seller will not settle any condemnation or eminent domain claim or proceeding nor receive any award or payment in connection with a change in the grade of any street, road, highway or avenue in respect of or in connection with the Premises without obtaining Buyer's prior consent in each case, which consent shall not be unreasonably withheld, conditioned or delayed,

15 DEFAULT

(A) SELLER'S DEFAULT. ONE OF THE PURPOSES OF THIS AGREEMENT IS TO BIND SELLER TO SELL THE PREMISES DESCRIBED IN PARAGRAPH 1. IF THE SALE AND PURCHASE OF THE PREMISES CONTEMPLATED BY THIS AGREEMENT IS NOT CONSUMMATED ON ACCOUNT OF SELLER'S DEFAULT OR FAILURE TO PERFORM HEREUNDER, THE DEPOSIT, TOGETHER WITH ALL INTEREST EARNED THEREON, SHALL BE REFUNDED TO BUYER ON NOTICE BY BUYER TO THE TITLE COMPANY HOLDING SUCH DEPOSIT. THE RIGHT OF BUYER TO RECEIVE ITS DEPOSIT PLUS INTEREST AT THE RATE SELLER HAS EARNED SUCH INTEREST BY VIRTUE OF ITS MAIN DEPOSITORY AGREEMENT WITH MOODY NATIONAL BANK IN GALVESTON, TEXAS IS, UNLESS SELLER CANCELS FOR NO REASON OR FOR CONVENIENCE AS SET FORTH IN THE NEXT PARAGRAPH, BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFAULT OR FAILURE TO PERFORM HEREUNDER BY SELLER, AND BUYER HEREBY WAIVES AND RELEASES ANY RIGHT TO (AND HEREBY COVENANTS THAT IT SHALL NOT) SUE SELLER AS TO ANY CLAIMS, INJURY OR LOSS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT: (i) FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT, OR (ii) TO RECOVER ACTUAL DAMAGES IN EXCESS OF SUCH SUMS. BY INITIALING THIS PROVISION, EACH OF THE PARTIES (A) AGREES HERETO AND (B) ACKNOWLEDGES THAT IT HAS REVIEWED THIS PROVISION WITH ITS LEGAL COUNSEL AND UNDERSTANDS THE CONSEQUENCES OF THIS PROVISION.

Seller MAH Buyer. GW

(B) SELLER'S DEFAULT FOR NO REASON OR CONVENIENCE. SELLER ALSO HAS THE RIGHT TO TERMINATE THIS AGREEMENT FOR NO REASON OR FOR CONVENIENCE PRIOR TO CLOSING. IF SELLER OPTS TO TERMINATE THIS AGREEMENT FOR NO REASON OR FOR CONVENIENCE PRIOR TO CLOSING, BUYER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY HEREUNDER, TO THE REFUND OF ITS DEPOSIT AND SELLER SHALL PAY BUYER UP TO A MAXIMUM OF TWO HUNDRED THOUSAND ($200,000) DOLLARS FOR BUYER'S ACTUAL OUT OF POCKET DUE DILIGENCE EXPENSES INCURRED BY BUYER AS A RESULT OF BUYER'S ENGAGING SERVICES OF THIRD PARTIES WHO ARE NOT EMPLOYEES OR

STAFF ATTORNEYS OF BUYER. SHOULD THIS PROVISION COME TO PASS, BUYER WILL PROVIDE SELLER WITH ALL APPLICABLE INVOICES IN ORDER THAT SELLER MIGHT PROPERLY ASCERTAIN THE EXTENT OF BUYER'S ACTUAL OUT OF POCKET DUE DILIGENCE EXPENSES. THIS PARAGRAPH WILL NOT APPLY IF SELLER ELECTS TO TERMINATE THIS AGREEMENT FOR ANY PERMITTED REASON SET FORTH IN THIS AGREEMENT.

(C) BUYER'S DEFAULT. IF THE SALE AND PURCHASE OF THE PREMISES CONTEMPLATED BY THIS AGREEMENT IS NOT CONSUMMATED ON ACCOUNT OF BUYER'S DEFAULT HEREUNDER, SELLER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY HEREUNDER, TO RECEIPT OF THE DEPOSIT AMOUNT (EARNEST MONEY) AS FULL AND COMPLETE LIQUIDATED DAMAGES FOR SUCH DEFAULT OF BUYER, THE PARTIES HERETO ACKNOWLEDGING THAT IT IS IMPOSSIBLE TO ESTIMATE MORE PRECISELY THE DAMAGES WHICH MIGHT BE SUFFERED BY SELLER UPON BUYER'S DEFAULT OF THIS AGREEMENT OR ANY DUTY ARISING IN CONNECTION OR RELATING HEREWITH. SELLER'S ENTITLEMENT TO AND RECEIPT OF THE DEPOSIT IS INTENDED NOT AS A PENALTY, BUT AS FULL AND COMPLETE LIQUIDATED DAMAGES. THE RIGHT TO RETAIN SUCH SUMS AS FULL LIQUIDATED DAMAGES IS SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFAULT OR FAILURE TO PERFORM HEREUNDER BY BUYER, AND SELLER HEREBY WAIVES AND RELEASES ANY RIGHT TO (AND HEREBY COVENANTS THAT IT SHALL NOT) SUE BUYER AS TO ANY CLAIMS, INJURY OR LOSS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT: (i) FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT, OR (ii) TO RECOVER ACTUAL DAMAGES IN EXCESS OF SUCH SUMS. BY INITIALING THIS PROVISION, EACH OF THE PARTIES (A) AGREES HERETO AND (B) ACKNOWLEDGES THAT IT HAS REVIEWED THIS PROVISION WITH ITS LEGAL COUNSEL AND UNDERSTANDS THE CONSEQUENCES OF THIS PROVISION.

Seller MH Buyer. GW

(d) Notice and Cure Before terminating this Agreement based upon a default, the non-defaulting Party shall give the defaulting Party written notice in accordance with Paragraph 13 hereof The defaulting Party shall have ten (10) days from the receipt of such notice to cure the default If the default is timely cured, this Agreement shall continue in full

force and effect If the default is not timely cured, the non-defaulting Party may pursue its termination rights

16 EASEMENTS AND RIGHT-OF-WAYS Seller covenants and agrees that during the term of this Agreement, it shall not grant or enter into any easements, rights-of-way, contracts for work, or other agreements affecting the Premises, or the title thereto, without first obtaining the prior written consent of Buyer , which consent shall not be unreasonably withheld, conditioned or delayed,

17 WARRANTIES, REPRESENTATIONS AND COVENANTS TO SURVIVE CLOSING. The warranties, representations and covenants made by the Parties shall survive the Closing contemplated by this Agreement and the Closing Date and shall continue in full force and effect without termination. Also, wherever in this Agreement Seller or Buyer shall have agreed or promised to perform certain acts or grant certain easements or other rights where the context of the Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants expressed herein shall survive Closing and continue to bind Seller and Buyer In addition, the warranties, representations and covenants made by the Parties shall survive the Closing of the purchase of the Premises and shall continue to bind Seller and Buyer

18 SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Buyer to enter into this Agreement and to purchase the Premises, Seller warrants, represents and covenants to Buyer, as follows

(a) Authority Seller (i) is a Texas political subdivision; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein, and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

(b) Title and Characteristics of Premises Seller as of the Effective Date owns the Premises in fee and has marketable and good title of public record and in fact and the Premises on Closing Date shall have the title status as described in Paragraphs 6 and 11 above.

(c) Conflicts The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Premises as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound On the Closing Date all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of

the documents and instruments to be executed by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Premises as contemplated herein

(d) Condemnation Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Premises being taken by condemnation or conveyed in lieu thereof

(e) Litigation There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Premises which does or will involve or affect the Premises or title thereto **Seller shall, to the extent permitted by the laws and the Constitution of the State of Texas, defend, indemnify and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Premises, including any and all costs, expenses and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty and/or representations hereunder** Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof

(f) Assessments and Taxes No assessments have been made against any portion of the Premises which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Premises and due on or prior to the Closing Date.

(g) Boundaries. To Seller's knowledge (i) There is no dispute involving or concerning the location of the lines and corners of the Premises, and such lines and corners are clearly marked, (ii) there are no encroachments on the Premises and no portion of the Premises is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority, and (iii) no portion of the Premises is located within a watershed area imposing restrictions upon use of the Premises or any part thereof

(h) No Violations To Seller's knowledge, there are no violations of state or federal laws, municipal or county ordinances, or other legal requirements with respect to the Premises Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations In the event

Seller receives notice of any such violations prior to the Closing affecting the Premises, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations

(i) Foreign Ownership. Seller is not a "foreign person" as that term is defined in the U S Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U S Internal Revenue Code of 1986, as amended, to withhold and pay over to the U S Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445)

(j) Prior Agreements No prior agreements, options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Premises, or any part thereof, which are effective as of the Effective Date

(k) Mechanics and Materialmen. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Premises for which any person could claim a lien against the Premises and shall not have done any work on the Premises within one hundred eighty (180) days prior to the Closing Date

(l) Patriot Act Representation Neither the undersigned, nor any member, partner or shareholder of the Seller, nor any owner of a direct interest in the Seller (i) is listed on any Government Lists (as defined below), (ii) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No 13224 (Sept 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense (as defined below), or (iv) is currently under investigation by any governmental authority for alleged criminal activity For purposes hereof, the term "Patriot Act Offense" means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (i) the criminal laws against terrorism, (ii) the criminal laws against money laundering, (iii) the Bank Secrecy Act, as amended, (iv) the Money Laundering Control Act of 1986, as amended; or (v) the Patriot Act "Patriot Act Offense" also includes the crimes of conspiracy to commit and aiding or abetting another to commit a Patriot Act Offense For purposes hereof, the term "Governmental Lists" means (i) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("OFAC"), (ii) any other list of terrorists, terrorist

organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (iii) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any Executive Order of the President of the United States of America

19 WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either Party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the Party to be bound

20 DATE FOR PERFORMANCE If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day

21 FURTHER ASSURANCES The Parties agree that they will each take such steps and execute such documents as may be reasonably required by the other Party or Parties to carry out the intent and purposes of this Agreement

22 SEVERABILITY In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof

23 CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Buyer and by Buyer to Seller hereunder shall be deemed to be cumulative and may be exercised by Buyer or Seller at its discretion In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Buyer and Buyer agrees that Seller shall have the right to choose to enforce any or all such rights, privileges or remedies

24 AUTHORITY The undersigned Seller hereby represents, covenants and warrants that all actions necessary by Seller will have been obtained and that Seller will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by Seller in order to make this Agreement legally binding upon Seller in all respects The undersigned officers of Buyer hereby represent, covenant and warrant that all actions necessary by its respective members, managers, Boards of Directors, and shareholders and partners will have been obtained and that Buyer will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by Buyer in order to make

this Agreement legally binding upon Buyer in all respects Buyer and Seller covenant to provide written evidence of compliance with this Paragraph 24 prior to or on the Closing Date

25 SUCCESSORS AND ASSIGNS The designation Seller and Buyer as used herein shall include said Parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context

26. ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between the Parties and there are no other terms, conditions, promises, undertakings, or representations, express or implied, concerning the sale contemplated by this Agreement This Agreement shall become binding and enforceable between the Parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto No amendment to this Agreement (express or implied) shall be binding upon the Parties unless such amendment shall be in writing and shall be signed and unconditionally delivered by all Parties hereto. No conduct, statements or activities outside the express terms of this Agreement shall be construed as an amendment (express or implied) to this Agreement unless such matters are reduced to writing in an amendment that is signed and unconditionally delivered by all Parties hereto

27. LITIGATION. In the event of any litigation between the Parties in relation to or in connection with this Agreement or the transaction contemplated hereby, the unsuccessful Party, in addition to all other sums that the unsuccessful Party may be required to pay, shall be required to pay all costs of court and a reasonable sum for the successful Party's reasonable attorney's fees The parties also agree that any award of attorney's fees may include costs for the time of attorneys who are employed who are employed by either party as staff attorneys at rates for their time that fairly represent the value of their services if they were employed in private

28. DISCLOSURE OF TAX ITEMS Buyer and it's employees, officers, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structures of this transaction or agreement and all materials or documents of any kind (including opinions or other tax analyses) that are provided to us relating to such tax treatment and tax structure

29 RELATIONSHIP OF THE PARTIES Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the Parties It is understood that the relationship is an arms length one that shall at all times be and remain that of Buyer and Seller

30 CONSTRUCTION OF DOCUMENT. Since the Parties hereto have participated in extensive negotiations in the drafting of the terms and provisions of this Agreement, the Parties agree that this Agreement shall be construed without regard to the identity of the person

or party who drafted the various provisions and any rule of construction that the document is to be construed against the drafting party shall not be applicable

31 CONFIDENTIALITY. Until the Closing or earlier termination of this Agreement, Seller, to the extent permitted by what is commonly referred to as the Texas Open Records Act, agrees to maintain this Agreement and the information in this Agreement as confidential, and will not disclose such information to any other person without the prior written consent of Buyer However, Seller may disclose such confidential information to its legal counsel, broker, to other professional advisors or consultants of Seller, to the Title Company and surveyor, to governmental authorities in seeking to obtain permits, approvals and licenses, as mandated by the terms and conditions of what is commonly referred to as the Texas Open Records Act and as required by law or legal process or to perform under this Agreement

32 INCENTIVES Seller represents and warrants to Buyer that· (i) Seller has not applied for, (ii) Seller has not received or been approved to receive, and (iii) without Buyer's prior written consent, Seller shall not apply for or receive in the future any Incentives (defined below) from any governmental or quasi-governmental authority (including, without limitation, business districts or special improvement districts) attributable to or in connection with development of the Premises For purposes of this section, "Incentives" shall include, to the extent available under state or local laws, grants, tax credits or tax exemptions attributable to Buyer's employment, sales tax, real estate tax payments or payment of site work costs, incentive financing, tax rebates, tax abatements, fee waivers or reductions, or similar financial incentives. Buyer will not consent to provide any sales or valuation information regarding its proposed improvements to any party If in the future Seller desires to apply for any Incentives, Seller shall first obtain Buyer's written consent to do so and shall provide Buyer with copies of all applications and other submissions and information related thereto Seller shall not make any representations to any party about the future performance of Buyer's proposed improvements in connection with any Incentives, including but not limited to sales, construction costs, real estate value or employment In the event any Incentive is obtained by Seller, the benefit of such Incentive shall be shared equitably between Seller and Buyer (for example, by offset of amounts due Seller for site work costs) For the purpose of this provision, Seller includes any person or entity which has legal or practical control of or is controlled by Seller This provision shall survive the Closing and is intended to be construed with the terms and conditions of the Site Development Agreement (SDA)

33 1031 TAX-FREE EXCHANGE

(a) Seller's Exchange Cooperation. If requested to do so by Buyer, Seller shall cooperate in a simultaneous or deferred exchange by transferring the Premises to a third party (also an "Exchange Facilitator"), should Buyer assign this Agreement to the Exchange

Facilitator The assignment may take effect only simultaneously with the Closing under this Agreement, and in no event shall Buyer be relieved of any liability under this Agreement by reason of the assignment to an Exchange Facilitator and in no event shall the Exchange Facilitator have any right to enforce this Agreement that Buyer would not have if there had been no assignment Seller shall not be required to bear any escrow, title, or other expenses in excess of those Seller would bear if there were no exchange, nor shall Seller be required to expend any sums of money in connection with the exchange Seller shall not be required to execute any document creating personal liability or assume or be exposed to any liability in connection with an exchange, nor shall the Closing Date be extended to consummate an exchange In no event shall Seller be required to take title to any property other than the Premises, and in no event shall Seller be responsible for any tax consequences to Buyer or any other party in connection with an exchange Buyer agrees and covenants to defend, indemnify, protect, and save harmless Seller from any liability, damages, loss, cost and expense (including reasonable attorneys' fees) of whatsoever kind and nature arising out of any exchange

(b) Buyer's Exchange Cooperation If requested to do so by Seller, Buyer shall cooperate in a simultaneous or deferred exchange by permitting Seller to assign this Agreement to a third party (an "Exchange Facilitator") and by accepting a conveyance of the Premises from the Exchange Facilitator This assignment may take effect only simultaneously with the Closing under this Agreement, and in no event shall Seller be relieved of any liability under this Agreement by reason of the assignment and in no event shall the Exchange Facilitator have any right to enforce this Agreement that Seller would not have if there had been no assignment Buyer shall not be required to bear any escrow, title, or other expenses in excess of those Buyer would bear if there were no exchange, nor shall Buyer be required to expend any sums of money in connection with the exchange Buyer shall not be required to execute any document creating personal liability or assume or be exposed to any liability in connection with an exchange, nor shall the Closing Date be extended to consummate an exchange In no event shall Buyer be required to take title to any property other than the Premises or accept a deed from anyone other than Seller, and in no event shall Buyer be responsible for any tax consequences to Seller or any other party in connection with an exchange. **Seller agrees and, to the extent permitted by the laws and the Constitution of the State of Texas covenants to defend, indemnify, protect, and save harmless Buyer from any liability, damages, loss, cost and expense (including reasonable attorneys' fees) of whatsoever kind and nature arising out of any exchange.**

34 ADEQUACY OF CONSIDERATION. Seller and Buyer acknowledge that each Party has a sophisticated understanding of the real property development process The Parties further acknowledge that because of legitimate and significant economic and legal concerns (including, but not limited to, land use constraints and potential environmental liability), it is not

prudent or reasonable to purchase real property for development purposes without conducting due diligence and seeking assurances that the intended use of the real property will be legally permitted on terms that make business sense as this Agreement so provides and Seller agrees that those instances in which this Agreement affords Buyer the right to exercise its sole and absolute discretion are entirely reasonable under the circumstances Each Party agrees that the agreements, undertakings, covenants, conditions and payments contained in this Agreement are adequate and sufficient consideration to support the enforcement of this Agreement in accordance with the terms and conditions of this Agreement and each of the Parties (for itself and its successors) irrevocably, completely, and unconditionally waives the right to assert any claim, in any forum or under any theory, now and in the future on behalf of such waiving Party and its successors and assigns that this Agreement is not enforceable, in whole or in any part, due to any claims that the Agreement is an option contract and/or that the Agreement lacks adequate or sufficient consideration

35. ESCROW TERMS The Title Company, as escrow agent, will provide Seller and Buyer with a written statement acknowledging receipt of any and all "Deposits", as herein defined, when received. The Title Company will invest all Deposits in an interest-bearing account in a federally insured banking institution Seller and Buyer agree that in the event of a Closing any interest earned on the Deposit shall be credited to Buyer Otherwise, interest shall be credited to the Party entitled to the Deposit under the terms of this Agreement In performing its duties as escrow agent hereunder, the Title Company shall not incur any liability to anyone for any damages, losses or expenses, except for its gross negligence or willful misconduct, and it shall accordingly not incur any such liability with respect to any action taken or omitted: (a) in good faith upon advice of its counsel, or (b) in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein that the Title Company shall in good faith believe to be genuine, to have been signed or presented by a proper person and to conform to the provisions of this Agreement **Seller, to the extent permitted by the laws and Constitution of the State of Texas and Buyer hereby agree to indemnify, defend and hold harmless the Title Company against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and attorneys' fees and disbursements which may be claimed through either Buyer or Seller, respectively, that may be imposed upon the Title Company or incurred by the Title Company in connection with its acceptance or performance of its duties as escrow agent hereunder, including without limitation, any litigation arising out of this Agreement. . The Title Company shall disburse all Deposits in accordance with the terms of this Agreement within five (5) days after receipt of written notice to the Title**

Company and each other Party, provided that the Title Company has not received a written objection from any other Party. If any dispute shall arise between Seller and Buyer sufficient in the discretion of the Title Company to justify doing so, the Title Company shall be entitled to tender into the registry or custody of the clerk of the appropriate court having jurisdiction in the state where the Premises is located, any or all money, property or documents in its hands relating to this Agreement, together with such pleadings as it shall deem appropriate, and thereupon be discharged from all further duties under this Agreement. The losing Party shall bear all costs and expenses incurred by the Title Company in connection with its duties as escrow agent hereunder in any such legal proceedings (collectively, the "Escrow Terms").

36 COUNTERPARTS. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument

37 GOVERNING LAW/SOVEREIGN IMMUNITY This Agreement shall be governed by the laws of, and venue shall be located within, the state in which the Premises is located Nothing in this Agreement shall be construed to waive any claim of sovereign or governmental immunity to which Seller might otherwise be entitled to claim

38 **SELLER ACKNOWLEDGEMENT. SELLER ACKNOWLEDGES THAT UNTIL THE CLOSING, ANY SITE WORK, GRADING OR OTHER WORK SELLER UNDERTAKES ON THE PREMISES, OR ON SELLER'S ADJACENT PROPERTY LYING EASTERLY OF THE PREMISES AND SOUTHERLY OF AVENUE H (BALL), AND ANY OTHER ACTION, MONEY SPENT OR ACTIVITY SELLER UNDERTAKES IN ANTICIPATION OF BUYER PURCHASING THE PREMISES IS STRICTLY AT SELLER'S SOLE RISK AND EXPENSE.**

39 RIGHT TO REPURCHASE Buyer covenants to commence construction (i e pouring of footings) of a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet on or before one hundred twenty (120) days after the Closing provided Buyer has received all permits and governmental and quasi-governmental approvals for the construction of a 94,000, with minimum square footage in form and substance acceptable to Buyer in Buyer's sole and absolute discretion If, despite Buyer's best efforts, all permits and governmental and quasi-governmental approvals are not secured in a timely manner, the commencement date may be extended for an additional thirty (30) days If Buyer fails to commence construction of a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet within one hundred twenty days after closing, as may be extended, provided such failure is not caused by force majeure, such event being referred to herein as the

"Triggering Event", then Seller shall have the right and option ("the Repurchase Interest") to repurchase the Premises for the Repurchase Price (as hereinafter defined in Exhibit "C"), all subject to and in accordance with the terms and conditions of Exhibit C attached hereto and incorporated herein by reference. This covenant will survive closing

40 LIQUIDATED DAMAGES Buyer covenants to complete construction of a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet and open to the public (i.e fully stocked with merchandise, staffed with an adequate sales force so as to enable customers to purchase the same products and services that are offered by Buyer in the operation of its other retail establishments of similar size) within twenty four (24) months ("Opening Deadline") for at least one day following the commencement of construction (i.e pouring of footings) If Buyer fails to complete construction and open to the public within twenty four (24) months following the commencement of construction, provided such failure is not caused by force majeure, the Seller shall have the right to obtain Liquidated Damages (as hereinafter defined) all subject to and in accordance with the terms and conditions of Exhibit D attached hereto and incorporated herein by reference.

41. ARCHITECTURAL REVIEW No building(s) will be erected, placed, altered, or permitted to remain on the Premises until i) the exterior building design plans and specifications, ii) the lot plans showing the location of each building on the Premises and iii) landscaping plans have been submitted to and approved in writing by Seller to be in conformity and harmony with Seller's Justice Administration Building located on property located adjacent to the Premises, which approval will not be unreasonably withheld. This covenant will survive Closing

42 OTHER AGREEMENTS. Upon execution of this Agreement, the Parties shall enter into (i) an Addendum for Property Located Seaward of the Gulf Intracoastal Waterway attached hereto as Exhibit "E", (ii) an Environmental Assessment, Threatened or Endangered Species, and Wetlands Addendum, attached hereto as Exhibit "F"; and (iii) a Commercial Property Condition Statement all in the form attached hereto and incorporated herein as Exhibit "G"

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal to be effective as of the date first above written

SELLER·
GALVESTON COUNTY

By: _____
Name. Mark Henry
Title County Judge

Approved as to Form

_____
Harvey Bazaman
Director, County Legal

MX

BUYER.
LOWE'S HOME CENTER'S INC

By _____
Name Gary E Wyatt
Title: Senior Vice President

Approved as to Form:

_____
Angie Houlemard
Legal Counsel

BUYER
LOWE'S HOME CENTER'S INC

By: _____
Name: _____
Title _____

Approved as to Form:

_____
Ange Houlemand
Legal Counsel

Escrow Terms Agreed and Escrow Accepted by

_____

Chicago Title Insurance Company

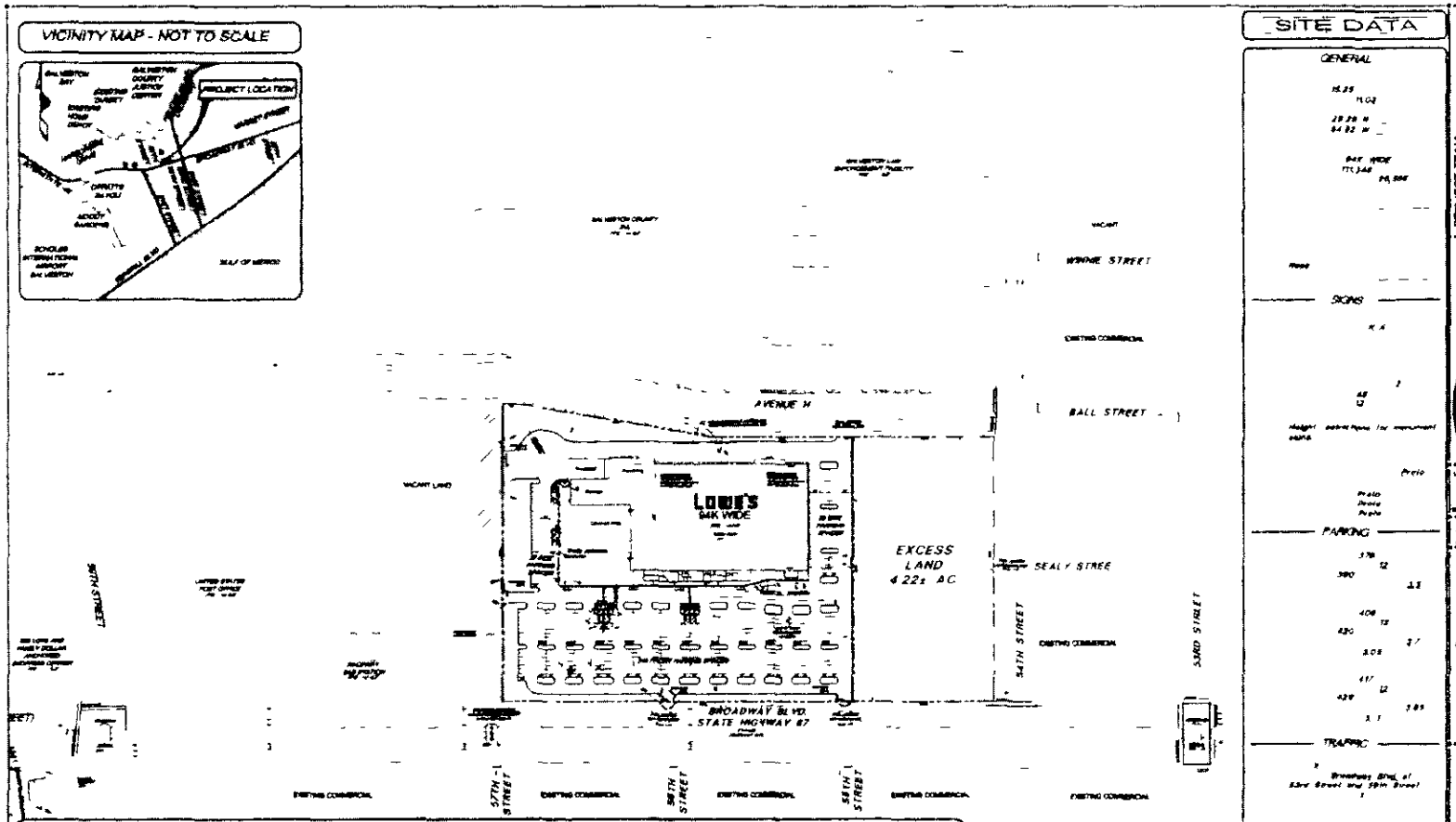
By _____

Name Peter J. Sapra, Jr.

Title Fee Attorney / Owner

Date: 1-26-11

Exhibit A
LEGAL DESCRIPTION



SITE DATA

GENERAL

SIGNS

PARKING

TRAFFIC

SITE DEVELOPMENT NOTES

1. Zoning: This site is currently zoned as light industrial within the Gateway Development Zone overlay district (LI/GDZ 1). A general land site plan must be approved by the Planning Commission via public hearings prior to any development.
2. Access: A dedicated left turn from Broadway Blvd. onto 54th Street will be solicited for this site. However, significant resistance is anticipated for any traffic improvements to Broadway Blvd. because the median is eligible to become a National Register Landmark. All access drives will align with median openings in adjacent roadways. The existing signals at 53rd Street and 55th Street can be used for truck access to the rear.
3. Stormwater: Based on existing conditions and adjacent development, it is assumed that detention will not be required for this site. Should detention be required, the excess land/Lowe's boundary could be modified to accommodate detention area.
4. Wetlands: Based on preliminary research, it does not appear that wetlands are present on this site. Further investigation is required and a J.D. will be solicited from the U.S.A.C.E. for final determination.
5. Building Modifications: A prototypical 94K Wide footprint is proposed for this site. Due to the anticipated public processes, some architectural upgrades are anticipated.
6. Developmental Agreements: Lowe's will most likely be required to purchase the adjacent excess land. Further discussions will be required.
7. Site Development Concerns: There may be possible resistance from the City due to the close proximity of the newly constructed Court House and Justice Center. Also, this site contains remnants of an old cotton press that are considered historically significant, so approvals from the planning commission will be required to relocate structures. Lowe's has proposed that a park be created in the excess land to house the historic structures. The site is located within a flood plain, which may require some type of mitigation. Further discussions with the flood plain administrator will be needed to determine what type of mitigation will be required.

PROJECT TEAM

DDG DUPLANTIS DESIGN GROUP, PC

LOWE'S

Preliminary Site Plan
LOWE'S OF GALVESTON
GALVESTON, TEXAS

REC-4

Exhibit B

SURVEY REQUIREMENTS

SURVEY REQUIREMENTS

SECTION 500

LOWE'S SURVEY REQUIREMENTS

TOPOGRAPHIC SURVEY

A Generate one (1) foot contours from a fifty (50) foot grid, or less as required by surface features Lowe s will need to be notified if fifty (50) foot grid is not possible or if extraordinary costs will be associated with using fifty (50) foot grid

B Establish a permanent bench mark on or near a property corner convenient for use during grading operations, clearly indicate bench mark on plans

C Clearly mark all property corners with a minimum no 5 rebar

D Extend grid and contours one hundred (100) feet outside of all property lines, and identify all buildings, structures and utilities of any device within the one hundred (100) foot boundary, inclusive of all adjacent roadways and associated curb cuts (both sides of roadway)

E Give top and invert elevations and size of culverts, storm drainage pipes, inlets and headwalls and sanitary sewer manholes Show elevations of the top and bottom of all banks and ditches Give pipe size and depth below grade of all water sewer and gas lines within the forementioned boundary

F Reference any drainage systems on or near the property

G Give spot elevations along all street or railroad centerlines and show entire roadway including traffic markings and right-of-way width

H Reference all utility poles, and other appurtenances, etc on the property All underground utilities should be located by a licensed utility locate company and be field located for inclusion into the final survey

I Reference all rock outcroppings, vegetation, buildings, etc on the property Identify major trees (6" diameter or greater) by species in isolated locations If area is heavily wooded, show only area of woods without identifying each tree

J Should utilities not abut or cross the property, show distance to water service, sewage service telephone service and electrical service

K Delineate the flood plain as it relates to the subject property (if applicable), including any recorded or identified "wetland" areas (See certification under boundary survey requirements)

L Provide a copy of United States Coast and Geodetic Area Topo Map (Quandrangle)

M Reference topographical survey to U S C & G S Datum - M S L Elevations

N Provide sepia (or mylar) and six (6) copies - all signed and sealed

O Use a scale that will fit a 24" x 36" sheet

P All one (1) foot contours shall be identified by a dashed line

Q Show North arrow and bearings and distances of all property boundaries

R Survey must be generated by computer and provided to Lowe s in one of the following formats (listed in order of preference)

DWG AutoCAD drawing file (R 14 or higher)
DXF drawing interchange file
DXB binary drawing interchange file
IGS initial graphics exchange specification file

Information may be sent on a 3 5" diskette, e-mail or on a CD

EXHIBIT "B"

LOWE S SURVEY REQUIREMENTS

I BOUNDARY SURVEY AND SEPARATE LEGAL DESCRIPTION

Lowe s requires in ALTA land survey, accompanied by the attached Schedule B Surveyor's Report Form The survey should be certified and sealed according to Schedule C, entitled "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys ' and "Accuracy Standards for ALTA/ACSM Land Title Surveys" as per the most current adopted requirements The survey should include items 1 – 11 and item 13 of Table A thereof

The certification shown below should appear on the face of all survey prints with both an original signature and seal The surveyor must fill in, sign and certify four (4) copies of the enclosed Surveyor's Report Form, together with the survey prints

A Entitle the survey and description "Survey for Lowe's Home Centers, Inc" (or "Lowe's HIW, Inc ' if applicable)

B Use scale of one (1) inch equals one hundred (100) feet (if applicable)

C Reference description and plat, to a clearly definable point away from the property Example Intersection of two right-of-ways, etc

D Clearly mark the property corner designated as the point-of-beginning using "P O B "

E Clearly show all adjacent property owners on Boundary Survey

F Clearly show acreage within the confines of the property to the nearest one hundredth of an acre

G Regarding adjacent rights-of-way

1 Clearly define rights-of-way on Boundary Survey Example "North right-of-way" "East right-of-way" etc

2 Clearly mark centerlines as "C L"

3 Clearly show right-of-way widths, both from centerline and total width

H Show all <u>easements</u> crossing property and

1 Clearly define type of easement Example Electrical, sewer, etc

2 Clearly mark centerlines as "CL" (if applicable)

3 Clearly show easement widths, both from centerline and total width

4 Within or directly adjacent to each easement, show the recording information Example Book 285 Page 163

I Prepare Metes and Bounds description on a separate sheet of paper from Boundary Survey

J Forward a mylar sepia or other reproducible copy and four (4) copies of the Boundary Survey, all signed and sealed

K Forward four (4) copies of the Metes and Bounds description all signed and sealed

L Forward four (4) copies of the Surveyor's Report, all signed and sealed

M All surveys and descriptions must be prepared in recordable form

NOTE Any bearing, distance, lot line, section or township number, County or State name, street name recording data, etc included in the Metes and Bounds description must also be shown on the Boundary Survey itself In short any items included in the Metes and Bounds description must be clearly shown on the Boundary Survey

N Indicate on the survey Global Positioning System (GPS) coordinates for our approximate building location or approximate center of property

O Our title insurance company will forward to you a copy of the title insurance commitment and the exceptions Please prepare an index on the face of the survey itemizing each exception listed on Schedule B-Section 2 in the commitment The index should be prepared with the following guidelines

INDEXING THE EXCEPTIONS ON THE SURVEY

1 State if the exception affects or does not affect the property surveyed
2 State if the exception cannot be described,
3 State if the exception is a blanket easement, and
4 When indexing the exception, state to whom the exception is to (with the recording Book and Page)

EXAMPLE

1 Blanket easement granted unto XYZ Power Company affecting all parcels (or be specific as to which parcel it does affect) D B 29 Page 89 (unplottable)

2 Twenty foot access easement to John and Mary Jones affecting Parcel B D B 31, Page 90 (Drawn)

DRAWING THE EXCEPTIONS ON THE SURVEY

- Draw every exception in the title commitment and reference it with the Deed Book and Page, and the number where it is itemized in the index

EXAMPLE

20' Access Easement
D B 31, Page 90
See Index Note 2

II We will notify you of the attorney examining the title and you should provide four (4) copies of the Boundary Survey and the Surveyor's Report to that attorney

III You should certify the four (4) copies of the Survey with an original seal to the following entities

A Lowe's Home Centers Inc (or Lowe's HIW Inc as applicable)
B Title company

The following certifications should be provided in addition to the required ALTA/ACSM certification in the format below

The undersigned hereby certifies to _____ that this survey was actually made upon the ground that it and the information, courses, angles and distances shown thereon are correct, that this survey correctly shows the location of all buildings structures and other improvements on the Premises, including, without limitation all streets easements, rights-of-way and utility lines, and that, except as shown, there are no (a) easements or rights-of-way across the Premises (b) party walls, (c) encroachments on adjoining premises, streets or alleys of any of said buildings, structures or improvements, or (d) encroachments upon the Premises by any building, structure or other improvements situated on any adjoining premises, physical evidence of boundary lines on all sides of the Premises is as stated on the survey, and that the improvements do not violate any set-back or other building lines

I hereby certify that this survey has been made using the latest recorded plat or deed, that there are no encroachments other than those shown, and that the survey is correct to the best of my knowledge and belief

In addition, the surveys provided pursuant to this paragraph must contain a Flood Zone Certification Those surveys should be sent directly to the Lowe's

I hereby certify that the _____ project, shown hereon does or does not lie within a special flood hazard zone according to _____ of the Flood Insurance Rate Map of _____ dated _____ and noted as zone _____ (also include year flood) to the best of my knowledge and belief

ATTACHMENT A

SCHEDULE B SURVEYOR'S REPORT

SECTION 500

REVISED 09/17/01

SCHEDULE B
SURVEYOR'S REPORT

I do hereby certify that I am duly licensed to make surveys of real property in the State of _____, and that I personally inspected and made an accurate survey on the premises as described on the attached Schedule A

I have provided a full and complete written legal description of the Property

(Check one) ☐ on Schedule A attached hereto

☐ on the face of the survey

I made a careful inspection of said premises and of the buildings and improvements located thereon at the time of making such survey. I further certify as to the existence or non-existence of the following at the time of my last inspection, which items are shown and labeled on the attached survey:

1 Easements, rights-of-way, railroad tracks, old highways or abandoned roads, lanes or driveways, walks, paths or trails within or adjacent to the boundaries of said premises (if any such exist, indicate for each item whether it serves adjoining or other properties, and/or involves the rights of parties other than the owner or occupant of the surveyed premises)

_____

_____

_____

2 Drains, underground drain tile and drainage ditches, sewer, water, gas or oil pipe lines, or other underground installations within the boundaries of said premises (for each item, indicate whether it services said premises, or serves adjoining or other properties, and whether drainage affects any adjoining properties)

_____

_____

_____

3 Telephone, telegraph or electric power poles, wires or lines overhanging or crossing over said premises, or conduits crossing over or under said premises (for each item, indicate whether it services said premises, or serves adjoining or other properties)

_____

_____

_____

4 Springs, streams, rivers, ponds, lakes or any bodies of water located, bordering on or running through said premises (indicate whether natural or man-made)

_____

_____

_____

(a) Is there any indication of changes in the course, boundary or water lines of any of the above?

_____

_____

5 Cemeteries or family burying grounds located on said premises?

_____

6 Joint driveways or walkways, party walls or rights of support, "Beam Rights", porches, steps or roofs used in common, or joint garages

_____

_____

7 Encroachments, overhanging projections or underground projections (if the buildings, projections or cornices thereof, or signs affixed thereto, fences or other indications of occupancy encroach upon or overhang adjoining properties, or the like encroach upon or overhang surveyed premises, specify all such and denote them on the survey, showing exact dimensions indicate in the same manner any and all encroachments onto any portions of the surveyed premises subject to any easements)

_____

_____

_____

(a) Where buildings are substantially on property lines, indicate if walls are plumb, and if foundations and footings are within lines

_____

_____

(b) Set-back lines or building restriction lines

_____

8 Physical evidence of boundary lines on all sides and of corner markings (be specific as to fences, plantings, trees, iron or stone markers, etc)

_____

_____

(a) Indicate whether any physical evidence differs from deed or other record descriptions

_____

(b) Are there any disputed boundaries or evidence of disagreement as to boundaries?

_____

_____

9 Is the property improved? _____

(a) Type of construction material _____

(b) Number of stories _____

(c) Indications of building construction, new improvements, alterations or repairs within the past year

_____

_____

(d) If new improvements under construction, how far have they progressed (percentage of completion)? _____

_____

(e) Indicate the type and number of buildings existing in the neighborhood

_____

10 Are the abutting streets or roads maintained by public authorities? _____

(a) Changes in street lines either completed or officially proposed

_____

_____

(b) Are there indications of recent street or sidewalk construction or repairs?

_____

(c) Indicate the ownership and maintenance of sidewalks, curbs and driveways which serve the surveyed premises

_____

11 Are there any reservations for mineral rights of any nature in deeds, patents, land grants, etc ?

_____

(a) Is there a history of mining in the area of the municipality where the property is located?

_____

(b) How far from the surveyed premises?

_____

(c) How long ago?

_____

(d) Is any mining or exploration contemplated in the area in the future?

_____

(e) Would you recommend soil testing to determine the probability of finding minerals or ores on the property?

_____

12 If any zoning or other municipal regulations affect the use of the surveyed premises, do the improvements on the premises and the use made of them comply with such?

_____

13 If the surveyed premises are subject to restrictive covenants, do the improvements, use and occupancy comply with such? (Ask the examining attorney or the title insurance company for a copy of the abstract of documents relating to the premises.)

_____

14 Are the surveyed premises located within a Flood Hazard Zone as shown on the FEMA/FIA National Flood Insurance Program Maps? Please indicate the zone, base flood elevation map number, and date of elevation map on which the premises are shown

_____

I further certify that all encroachments and easements which affect the above-described premises or which are encroachments by said premises upon adjoining premises, all party walls, public utility lines and all other such items referred to above are fully shown on the attached survey

Dated _____, 20____ By _____
Registered Civil Engineer or Land Surveyor No

SEAL

Exhibit C
REPURCHASE INTEREST

As used herein, the "Repurchase Interest Date" shall mean the earliest date upon which the Seller may exercise its Repurchase Interest following the Triggering Event (reference Article 39) The term "Repurchase Price" means the Purchase Price (reference Article 3) attributable to the Premises

Exercise of Repurchase Interest by Seller. Seller may exercise its Repurchase Interest by delivery to Buyer of a written notice of Seller's intention to exercise such right within ninety (90) days of the Triggering Event Seller hereby acknowledges that the exercise of it Repurchase Interest shall be Seller's sole and exclusive remedy under this Exhibit C If Seller does not exercise it Repurchase Interest within ninety (90) days from the Triggering Event then such right shall immediately terminate, be null and void and of no further force or effect and on such date Seller shall be deemed to have waived and relinquished Seller's Repurchase Interest and all rights and interested herein granted.

Notwithstanding the foregoing, however, Buyer may require the initiation of Seller's election to either exercise or not exercise the Repurchase Interest by written notice thereof to Seller of Buyer's good faith intention not to commence the construction of a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet on the Premises within sixty (60) days after the date of Closing. In such event, Seller must thereafter either notify Buyer in writing of (i) its intention to exercise the Repurchase Interest, or (ii) Seller's election not to exercise the Repurchase Interest, in either case such notification to Buyer must be in writing and made within thirty (30) days following Seller's receipt of the Buyer's notice of intention

Within fifteen (15) business days of Seller exercising it Repurchase Interest Seller shall deposit into escrow with a Title Company of Seller's choosing the total amount of such Repurchase Price.

Closing At Closing, Buyer shall deliver into escrow with the Title Company a special warranty deed, duly executed and acknowledged so as to convey to Seller, title in fee simple to the Premises warranting title by, through and under Buyer, but not otherwise, free and clear of all liens, restrictions, encumbrances and other matters other than those subject to which Seller conveyed the Premises to Buyer (which are reflected in the Owner Policy of Title Insurance issued to Buyer on the date of that closing and which shall be deemed hereunder to be permitted and acceptable exceptions to title for which Seller shall have no right to object) and subject to other reasonable encumbrances placed upon the Premises subsequent to Buyer's purchase (including leases or other occupancy agreements acceptable to Seller), other than judgments, deeds of trust/mortgage liens, mechanics liens or other liens (except for liens of unpaid real estate taxes and general amounts not yet due and payable). Seller shall be responsible to obtain from the Title Company, at Buyer's cost, a Commitment for Title Insurance to issue an Owner Policy of Title Insurance for the Premises (the "Commitment") Seller shall be responsible to insure that said Commitment shall be issued by the Title Company within fifteen (15) days following Seller's agreement to tender the Repurchase Price. Seller shall have a period of fifteen

(15) days from receipt of the Commitment in which to review such items and to deliver to Buyer, in writing, such objections as Seller may have to the Commitment (except as to permitted and acceptable exceptions described herein) Any matters in the Commitment to which Seller does not object within the fifteen (15) day period, including all permitted and acceptable exceptions to title as described herein and all matters of record at the time of Seller's initial conveyance to Buyer, shall be deemed approved by Seller, and shall constitute permitted and accepted exceptions to title. In the event Seller does timely object to the Commitment, then, in such event, Buyer may, for a period not to exceed ten (10) days (the "Cure Period") following the receipt by Buyer of Seller's objections, make a reasonable attempt to cure such objections In the event, after such reasonable attempts are made, that Buyer fails, refuses or is unable to cure such objections within such Cure Period, then, and in such event, Seller may either (i) waive such objections and proceed to close, or (ii) terminate and cancel its election to exercise the Repurchase Interest, whereupon in the latter event, the Repurchase Price shall be refunded to Seller, the Repurchase Interest shall become void and of no further force or effect, and the Parties hereto shall have no further rights or obligations hereunder Seller's election to waive such objections or to terminate its election must be exercised within ten (10) days following the expiration of the Cure Period or the date of Seller's receipt of written notice from Buyer of its intention not to cure such objections, whichever is earlier Seller's failure to exercise such election within the said ten (10) day period shall be deemed a waiver of all such title objections by Seller

Buyer shall prepare, at its cost, the special warranty deed re-conveying the Premises to Seller. In addition, Buyer shall have the responsibility of paying all state or county transfer taxes and documentary stamps, if any, occasioned by the re-conveyance of the Premises, as well as any notary fees incurred All unpaid ad valorem taxes shall be prorated between Buyer and Seller as of the date of Closing Buyer shall pay all title insurance costs and premiums No brokers or real estate agents shall be utilized in such transaction and no commissions will be due any broker or agent. **Seller, to the extent permitted by the laws and Constitution of the State of Texas and Buyer shall indemnify the other from any liability for any such fees or commissions incurred by it.** At closing, Buyer shall also execute and deliver any affidavit or lien waiver reasonably requested by Seller's title insurer and a non-foreign affidavit Upon receipt of all documents and funds, the Title Company shall deliver the special warranty deed to Seller and the Repurchase Price to Buyer

The rights contained herein may not be assigned by Seller nor shall they be exercised by any party other than Seller itself Time is of the essence

In the event that Seller has to bring an action in order to enforce its Repurchase Interest the parties agree that Seller shall be entitled to recover its costs of any such action, together with any costs or expenses (including attorneys' fees) associated with such action Buyer agrees that any award of attorneys' fees may include costs for the time of attorneys who are employed by Seller (in the office of the Galveston County Legal Department) at rates for their time which fairly represent the value of their services if they were employed in private practice.

Seller hereby acknowledges that its right to repurchase the Premises shall be Seller's sole and exclusive remedy under this Exhibit C

By initialing this provision, each of the parties agrees hereto and acknowledges that it has reviewed this provision with its legal counsel and understands the consequences of this provision

Seller's initials_____ Buyer's initials GW

By initialing this provision, each of the parties agrees hereto and acknowledges that it has reviewed this provision with its legal counsel and understands the consequences of this provision

Seller's initials MAP

Buyer's initials_____

Exhibit D
LIQUIDATED DAMAGES

Buyer acknowledges that Seller has sold the Premises with the express understanding that Buyer will use the Premises to construct a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet and that if Buyer failed to complete construction and fully open to the public by the Opening Deadline as set forth in Article 40 that such failure would be a material breach of this Agreement.

Buyer has thoroughly familiarized itself with the economic conditions of the City and County of Galveston as well as the physical conditions as they exist at the building site and, having acquainted itself with the labor supply, the material market and the demands that will be placed upon it by construction, agrees that it intends to and will be able to construct a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet and to fully open for business to the public by the Opening Deadline as set forth in Article 40.

Buyer further acknowledges that Seller would suffer damages in the event of such a breach of this agreement to fully open to the public within the specified time, including loss of ad valorem (property) tax revenues from the improvement of the property as well as other property tax revenues which would likely flow to Seller from surrounding development as well as the economic benefit that would accrue to the Seller and the City of Galveston from the increased employment and other benefits of this development However both Buyer and Seller recognize that these damages are difficult to determine and specify accurately Accordingly, Buyer and Seller agree that if Buyer fails to complete construction and fully open its Lowe's Home Improvement Store with minimum square footage of 94,000 square feet for business to the public by the Opening Deadline set forth in Article 40, that Buyer shall pay Seller the sum of Two Hundred Fifteen Dollars ($215) per day as liquidated damages and not as a penalty for each calendar day that the Lowe's Home Improvement Store remains unopened for business beyond the Opening Deadline to the public for a maximum period of sixty (60) days unless extended Such sums shall be paid promptly by Buyer upon demand from Seller, and if unpaid, shall bear interest at the rate of 10% per annum until paid.

Should Buyer begin paying liquidated damages and complete construction and fully open its building prior to the expiration of the sixtieth day, the liquidated damages to be paid by Buyer shall cease on the date of the opening. If Buyer foresees that it will not be able to complete the building and open to the public within this time period, Buyer may ask Seller for an additional sixty (60) day period extension during which extension it will continue to pay liquidated damages until the date of the opening at which time payment of such liquidated damages shall cease Seller agrees that approval of the extension request will not be unreasonably withheld Alternatively, should Buyer desire not to seek an extension, on or before the expiration of the first sixtieth (60th) day, Buyer will notify Seller that it does not intend to complete the building and fully open to the public and that Seller has the right to repurchase the Premises for the Purchase Price (reference Article 3) attributable to the Premises less the cost to Seller to

demolish all or portions of the improvements including but not limited to the building and common area parking lots, etc

Seller may exercise its Repurchase Interest by delivery to Buyer of a written notice of Seller's intention to exercise such repurchase right within sixty (60) days of the date of receipt of actual notice from Buyer. Liquidated damages will not accrue during this sixty (60) day period Seller, in exercising this right will confer with Buyer to determine whether all or any portion of the building or other improvements including common area improvements, parking lots, etc might be salvageable as opposed to being demolished

If Seller exercises this right, the price to be paid by Seller to Buyer shall be the Purchase Price (reference Article 3) attributable to the Premises less the cost to Seller to demolish all or portions of the improvements (e g the building and/or common area parking lots, etc. with the exception of mutually agreed upon salvageable improvements) previously constructed by the Buyer. The parties agree that, inasmuch as Seller is a governmental entity, that the Seller will be required to both advertise for such demolition services by the public bidding process prescribed by Texas law for counties and award a contract for such demolition services to the lowest and best bidder. Accordingly, the parties will be unable to arrive at the cost for demolition until such time as the bid for demolition services is put out for bid, an award is made and the contract for demolition is executed, a process that will take approximately sixty (60) days.

If Seller does not exercise this right of Repurchase within sixty (60) days then such right shall immediately terminate, be null and void and of no further force or effect and on such date Seller shall be deemed to have waived and relinquished Seller's Repurchase Interest and all rights and interested herein granted

Within fifteen (15) business days after Seller has exercised its Right to Repurchase the Premises, Seller shall deposit into escrow with a Title Company of Seller's choice, the total amount of the original Repurchase Price. This Repurchase Price will be adjusted at closing to reflect the cost of demolition, if any, of the improvements to Seller

Closing. At Closing, Buyer shall deliver into escrow with the Title Company a special warranty deed, duly executed and acknowledged so as to convey to Seller, title in fee simple to the Premises warranting title by, through and under Buyer, but not otherwise, free and clear of all liens, restrictions, encumbrances and other matters other than those subject to which Seller conveyed the Premises to Buyer (which are reflected in the Owner Policy of Title Insurance issued to Buyer on the date of that closing and which shall be deemed hereunder to be permitted and acceptable exceptions to title for which Seller shall have no right to object) and subject to other reasonable encumbrances placed upon the Premises subsequent to Buyer's purchase (including leases or other occupancy agreements acceptable to Seller), other than judgments, deeds of trust/mortgage liens, mechanics liens or other liens (except for liens of unpaid real estate taxes and general amounts not yet due and payable) Seller shall be responsible to obtain from the Title Company, at Buyer's cost, a Commitment for Title Insurance to issue an Owner Policy of Title Insurance for the Premises (the "Commitment") Seller shall be responsible to insure that said Commitment shall be issued by the Title Company within fifteen (15) days following Seller's agreement to tender the Repurchase Price Seller shall have a period of fifteen

(15) days from receipt of the Commitment in which to review such items and to deliver to Buyer, in writing, such objections as Seller may have to the Commitment (except as to permitted and acceptable exceptions described herein) Any matters in the Commitment to which Seller does not object within the fifteen (15) day period, including all permitted and acceptable exceptions to title as described herein and all matters of record at the time of Seller's initial conveyance to Buyer, shall be deemed approved by Seller, and shall constitute permitted and accepted exceptions to title. In the event Seller does timely object to the Commitment, then, in such event, Buyer may, for a period not to exceed ten (10) days (the "Cure Period") following the receipt by Buyer of Seller's objections, make a reasonable attempt to cure such objections. In the event, after such reasonable attempts are made, that Buyer fails, refuses or is unable to cure such objections within such Cure Period, then, and in such event, Seller may either (i) waive such objections and proceed to close, or (ii) terminate and cancel its election to exercise the Repurchase Interest, whereupon in the latter event, the Repurchase Price shall be refunded to Seller, the Repurchase Interest shall become void and of no further force or effect, and the Parties hereto shall have no further rights or obligations hereunder. Seller's election to waive such objections or to terminate its election must be exercised within ten (10) days following the expiration of the Cure Period or the date of Seller's receipt of written notice from Buyer of its intention not to cure such objections, whichever is earlier Seller's failure to exercise such election within the said ten (10) day period shall be deemed a waiver of all such title objections by Seller

Buyer shall prepare, at its cost, the special warranty deed re-conveying the Premises to Seller In addition, Buyer shall have the responsibility of paying all state or county transfer taxes and documentary stamps, if any, occasioned by the re-conveyance of the Premises, as well as any notary fees incurred All unpaid ad valorem taxes shall be prorated between Buyer and Seller as of the date of Closing Buyer shall pay all title insurance costs and premiums. No brokers or real estate agents shall be utilized in such transaction and no commissions will be due any broker or agent **Seller, to the extent permitted by the laws and Constitution of the State of Texas and Buyer shall indemnify the other from any liability for any such fees or commissions incurred by it.** At closing, Buyer shall also execute and deliver any affidavit or lien waiver reasonably requested by Seller's title insurer and a non-foreign affidavit Upon receipt of all documents and funds, the Title Company shall deliver the special warranty deed to Seller and the Repurchase Price to Buyer Closing will not take place until such time as Seller determines the cost of the demolition of the Improvements it desires to demolish

The rights contained herein may not be assigned by Seller nor shall they be exercised by any party other than Seller itself. Time is of the essence

In the event that Seller has to bring an action in order to enforce the terms of this agreement and/or recover these Liquidated Damages and/or repurchase the Premises the parties agree that Seller shall be entitled to recover its costs of any such action, together with any costs or expenses (including attorneys' fees) associated with such action Buyer agrees that any award of attorneys' fees may include costs for the time of attorneys who are employed by Seller (in the office of the Galveston County Legal Department) at rates for their time which fairly represent the value of their services if they were employed in private practice

Seller hereby acknowledges that its right to Liquidated Damages and the right to repurchase the Premises shall be Seller's sole remedies hereunder

By initialing this provision, each of the parties agrees hereto and acknowledges that it has reviewed this provision with its legal counsel and understands the consequences of this provision.

Seller's initials_____ Buyer's initials GW

Seller hereby acknowledges that its right to Liquidated Damages and the right to repurchase the Premises shall be Seller's sole remedies hereunder

By initialing this provision, each of the parties agrees hereto and acknowledges that it has reviewed this provision with its legal counsel and understands the consequences of this provision.

Seller's initials_____ Buyer's initials_____

Exhibit E
ADDENDUM FOR PROPERTY LOCATED SEAWARD
OF THE GULF INTRACOASTAL WATERWAY

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 12-10-07

ADDENDUM FOR PROPERTY LOCATED SEAWARD OF THE GULF INTRACOASTAL WATERWAY

(SECTION 61 025, TEXAS NATURAL RESOURCES CODE)

TO CONTRACT CONCERNING THE PROPERTY AT

_____

(Address of Property)

DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH

WARNING· THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- READ THIS NOTICE CAREFULLY DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND *THE RISKS YOU ARE ASSUMING*
- BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY
- IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.
- AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
- THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED *BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.*

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. *If there is no clearly marked natural vegetation* line, the landward boundary of the easement is as provided by Sections 61.016 and 61 017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES

The purchaser is hereby notified that the purchaser should, (1) determine the rate of shoreline erosion in the vicinity of the real property, and (2) seek the advice of an attorney or other qualified person before executing this contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase

Lowe's Home Centers, Inc

Buyer BY: Gary E. Wyatt — Seller

Gary E. Wyatt

Buyer Senior Vice President — Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions It is not suitable for complex transactions. Texas Real Estate Commission P.O Box 12188 Austin, TX 78711 2188 1 800 250-8732 or (512) 459-6544 (http://www trec state tx us) TREC No. 34 3 This form replaces TREC No. 34-2.

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 12-10-07

ADDENDUM FOR PROPERTY LOCATED SEAWARD OF THE GULF INTRACOASTAL WATERWAY

(SECTION 61 025, TEXAS NATURAL RESOURCES CODE)

TO CONTRACT CONCERNING THE PROPERTY AT

_____

(Address of Property)

DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH

WARNING. THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW

- READ THIS NOTICE CAREFULLY DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING
- BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY
- IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.
- AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
- THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61 016 and 61 017, Natural Resources Code

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES

The purchaser is hereby notified that the purchaser should: (1) determine the rate of shoreline erosion in the vicinity of the real property; and (2) seek the advice of an attorney or other qualified person before executing this contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase

Buyer	Seller
Buyer	Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission P.O. Box 12188 Austin, TX 78711-2188 1-800-250-8732 or (512) 459-6544 (http://www.trec.state.tx.us) TREC No. 34-3. This form replaces TREC No. 34-2

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Exhibit F

ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES AND WETLANDS ADDENDUM

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 04-23-07

ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

_____

(Address of Property)

☐ A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.

☐ B. THREATENED OR ENDANGERED SPECIES. Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U S. Fish and Wildlife Service.

☐ C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within _____days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. *Upon termination, the earnest money will be refunded* to Buyer

Lowe's Home Centers, Inc

Buyer BY: Gary E. Wyatt

Gary E Wyatt

Senior Vice President

Buyer

Seller

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees No representation is made as to the legal validity or adequacy of any provision in any specific transactions It is not suitable for complex transactions Texas Real Estate Commission, P O Box 12188, Austin, TX 78711-2188, 1-800-250 8732 or (512) 459-6544 (http //www trec state tx us) TREC No 28-1 This form replaces TREC No 28-0

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 04-23-07

ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

_____

(Address of Property)

☐ A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.

☐ B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U S. Fish and Wildlife Service.

☐ C WETLANDS. Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation

Within _____days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

_____ _____

Buyer Seller

_____ _____

Buyer Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees No representation is made as to the legal validity or adequacy of any provision in any specific transactions It is not suitable for complex transactions. Texas Real Estate Commission, P O Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (http //www trec state tx us) TREC No 28-1 This form replaces TREC No 28-0

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Exhibit G
COMMERCIAL PROPERTY CONDITION STATEMENT

TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2005

CONCERNING THE PROPERTY AT: Broadway from 54th to 57th northside to Ave. H

THIS IS A DISCLOSURE OF THE SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT

PART 1 – Complete if Property is Improved or Unimproved

Are you (Seller) aware of:	Aware	Not Aware
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas?	☐	☑
(b) asbestos components:		
(i) friable components?	☐	☐
(ii) non-friable components?	☐	☑ *
(c) urea-formaldehyde insulation?	☐	☑
(d) endangered species of their habitat?	☐	☑
(e) wetlands?	☐	☑
(f) underground storage tanks?	☐	☑ **
(g) leaks in any storage tanks (underground or above-ground)?	☐	☑ **
(h) lead-based paint?	☐	☑
(i) hazardous materials or toxic waste?	☐	☑
(j) open or closed landfills on or under the surface of the Property?	☐	☑
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like?	☐	☑
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals?	☐	☑
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)?	☐	☑ * & **
(3) any part of the Property lying in a special flood hazard area (A or V Zone)?	☐	☐
(4) any improper drainage onto or away from the Property?	☐	☑
(5) any fault line or near the Property that materially and adversely affects the Property?	☐	☑
(6) outstanding mineral rights, exceptions, or reservations of the Property held by others?	☐	☑
(7) air space restrictions or easements on or affecting the Property?	☐	☑
(8) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property?	☐	☑

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		Aware	Not Aware
(9)	special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)?	☑	☐
(10)	pending changes in zoning, restrictions, or in physical use of the Property?	☐	☑
(11)	your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)?	☐	☑
(12)	lawsuits affecting title to or use or enjoyment of the Property?	☐	☑
(13)	your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies?	☐	☑
(14)	common areas or facilities affiliated with the Property co-owned with others?	☐	☑
(15)	an owners' or tenants' association or maintenance fee or assessment affecting the Property?	☐	☑
	If aware, name of association _____		
	Name of manager _____		
	Amount of fee or assessment. $_____ per _____		
	Are fees current through the date of this notice? ☐ yes ☐ no ☐ unknown		
(16)	subsurface structures, hydraulic lifts, or pits on the Property?	☐	☑
(17)	intermittent or weather springs that affect the Property?	☐	☑
(18)	any material defect in any irrigation system, fences, or signs on the Property?	☐	☑
(19)	conditions on or affecting the Property that materially affect the health or safety of an ordinary individual?	☐	☑

If you are aware of any of the conditions listed above, explain. *(Attach additional information if needed.)* ___

*1.b.ii - non friable asbestos removed from site in 2002

** 1.f & 1.g. an oil storage tank was removed in 2002 It had leaked and the contaminating material cleaned up in 20

2.9 TIRZ - Tax Increment Reinvestment Zone.

item 1.b.ii & 1.f & 1.g are referenced in the attached Warranty Deed - all of the environmental conditions noted there were mitigated in 2002 & 2003

PART 2 – Complete only if Property is Improved

A Are you (Seller) aware of any material defects in any of following on the Property?

(1) Structural items:	Aware	Not Aware	Not Appl.
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?	☐	☐	☑
(b) exterior walls?	☐	☐	☑
(c) fireplaces and chimneys?	☐	☐	☑
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)?	☐	☐	☑
(e) windows, doors, plate glass, or canopies	☐	☐	☑

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	Aware	Not Aware	Not Appl.
(2) Plumbing Systems:			
(a) water heaters or water softeners?	☐	☐	☑
(b) supply or drain lines?	☐	☐	☑
(c) faucets, fixtures, or commodes?	☐	☐	☑
(d) private sewage systems?	☐	☐	☑
(e) pools or spas and equipments?	☐	☐	☑
(f) sprinkler systems?	☐	☐	☑
(g) water coolers?	☐	☐	☑
(h) private water wells?	☐	☐	☑
(i) pumps or sump pumps?	☐	☐	☑
(3) HVAC Systems: any cooling, heating, or ventilation systems?	☐	☐	☑
(4) Electrical Systems service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes?	☐	☐	☑
(5) Other Systems or Items:			
(a) security or fire detection systems?	☐	☐	☑
(b) porches or decks?	☐	☐	☑
(c) gas lines?	☐	☐	☑
(d) garage doors and door operators?	☐	☐	☑
(e) loading doors or docks?	☐	☐	☑
(f) rails or overhead cranes?	☐	☐	☑
(g) elevators or escalators?	☐	☐	☑
(h) parking areas, drives, steps, walkways?	☐	☐	☑
(i) appliances or built-in kitchen equipment?	☐	☐	☑

If you are aware of material defects in any of the items listed under Paragraph A, explain. *(Attach additional information if needed.)*_____

B. Are you (Seller) aware of

	Aware	Not Aware
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water?	☐	☑
(b) water penetration?	☐	☑
(c) previous flooding or water drainage?	☑	☐
(d) soil erosion or water ponding?	☐	☑

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Commercial Property Condition Statement concerning _____

	Aware	Not Aware
(2) previous structural repair to the foundation systems on the Property?	☐	☑
(3) settling or soil movement materially and adversely affecting the Property?	☐	☑
(4) pest infestation from rodents, insects, or other organisms on the Property?	☐	☑
(5) termite or wood rot damage on the Property needing repair?	☐	☑
(6) mold to the extent that it materially and adversely affects the Property?	☐	☑
(7) mold remediation certificate issued for the Property in the previous 5 years? *If yes, attach a copy of the mold remediation certificate.*	☐	☑
(8) previous termite treatment on the Property?	☐	☑
(9) previous fires that materially affected the Property?	☐	☑
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	☐	☑
(11) any part, system, or component in or on the Property not in compliance with the the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	☐	☑

If you are aware of any of conditions described under Paragraph B, explain. *(Attach additional information, if needed)* _____

Galveston County Architect James D. Anderson Date: 10/29/2010

Seller: _____ Date _____

The undersigned acknowledges receipt of the foregoing statement

Buyer or Tenant Lowe's Home Centers, Inc. Date _____

By: Gary E. Wyatt

Buyer or Tenant _____ Date _____

Gary E Wyatt
Senior Vice President

NOTICE TO BUYER OR TENANT The broker representing Seller and the broker representing you advise you that this statement was completed by Seller, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY

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Commercial Property Condition Statement concerning _____

	Aware	Not Aware
(2) previous structural repair to the foundation systems on the Property?	☐	☑
(3) settling or soil movement materially and adversely affecting the Property?	☐	☑
(4) pest infestation from rodents, insects, or other organisms on the Property?	☐	☑
(5) termite or wood rot damage on the Property needing repair?	☐	☑
(6) mold to the extent that it materially and adversely affects the Property?	☐	☑
(7) mold remediation certificate issued for the Property in the previous 5 years? *If yes, attach a copy of the mold remediation certificate.*	☐	☑
(8) previous termite treatment on the Property?	☐	☑
(9) previous fires that materially affected the Property?	☐	☑
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	☐	☑
(11) any part, system, or component in or on the Property not in compliance with the the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	☐	☑

If you are aware of any of conditions described under Paragraph B, explain. *(Attach additional information, if needed)* _____

Galveston County Architect James D. Anderson Date: 10/29/2010

Seller _____ Date: _____

The undersigned acknowledges receipt of the foregoing statement.

Buyer or Tenant _____ Date _____

Buyer or Tenant _____ Date _____

NOTICE TO BUYER OR TENANT: The broker representing Seller and the broker representing you advise you that this statement was completed by Seller, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

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GAC 2002071161 6 pgs

94K3-D/MG

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

WARRANTY DEED 017-75-1310

That, **HAYDEN RANCH and DEVELOPMENT CORP. aka HAYDEN RANCH & DEVELOPMENT CORP**, of the County of Bexar and State of Texas, for and in consideration of the sum of **TEN AND NO/100 DOLLARS ($10.00)**, and other valuable consideration to the undersigned paid by Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **THE COUNTY OF GALVESTON**, a political subdivision of the State of Texas, all of the following described real property in Galveston County, Texas, to-wit:

> **Lot 1-A, of Replat of Lot 1 of 59th STREET PROPERTIES SUBDIVISION, a subdivision in GALVESTON County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 1094 in the Office of the County Clerk of GALVESTON County, Texas.**

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time:

1) Restrictive covenants of record under GALVESTON County Clerk's File No(s). 9734663.

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 governments, 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 rights of access to that area or easement along and across that area.

3) The terms, conditions and stipulations of that certain Mineral Lease, recorded in Volume 1928, Page 359, in the office of the County Clerk of GALVESTON County, Texas.

4) Subject to oil, gas and other minerals of every kind and character, in, on and under the property herein described.

Doyle
& Bettinger
NEYS AT LAW
STON, TEXAS

017-75-1311

5) Any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally; (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream or lake navigable in fact or by law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide; and (2) in and to portions of the above described property which may be between the water's edge and a line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.
6) A utility easement 20 feet wide along a portion of the south property line, as reflected by the recorded plat.
7) A utility easement 20 feet wide along the west property line, as reflected by the recorded plat.
8) Subject to Overhead Power Poles and Lines along the north property line, Sanitary Sewer Manholes and Line along a portion of the south property line, Southwestern Bell Manholes and Line traversing the northern portion of subject property and possible railroad rails located between concrete and below ground level as located by survey dated November 18, 2002, prepared by A. MUNROE KELSAY, Registered Professional Land Surveyor No. 5580.
9) Encroachment of concrete slab into the east property line as evidenced by survey dated November 18, 2002, prepared by A. MUNROE KELSAY, Registered Professional Surveyor No. 5580.

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 **THE COUNTY OF GALVESTON**, a political subdivision of the State of Texas, its successors and assigns forever, and **HAYDEN RANCH and DEVELOPMENT CORP. aka HAYDEN RANCH & DEVELOPMENT CORP.** does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said, **THE COUNTY OF GALVESTON**, a political subdivision of the State of Texas, its successors and assigns forever against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 27th day of November, 2002.
See attached authorization as exhibit 'A'

OK 12/3/02 Nancy Rigdon Galveston County Local Department

HAYDEN RANCH and DEVELOPMENT CORP. aka HAYDEN RANCH & DEVELOPMENT CORP.

BY: [signature]

ITS: President

Jos. Doyle
& Bettison
NEYS AT LAW
STON, TEXAS

GAC 2002071226 9 pgs

CHICAGO TITLE-GALVESTON
GF# 314843-T

017-75-1773

WARRANTY DEED

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

THAT, Galveston Discount Warehouses, L.P. a California limited partnership, of Los Angeles County, California, Grantor herein, for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10 00) and other good and valuable consideration paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY subject to the terms and conditions listed hereinafter unto THE COUNTY OF GALVESTON, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), all of the following described real property situated in Galveston County, Texas, together with all improvements thereon to-wit

See Exhibit "A" attached hereto and made a part hereof

This conveyance is made and accepted subject to the following matters to the extent same are in effect at this time

1 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

2 Right of Eugene B Smith & Company, Inc d/b/a Moody Cotton Compress and Warehouse Company, to occupy a portion of the Property under Commercial Lease dated August 21, 2002

3 Easement reserved by the City of Galveston as to abandoned streets and avenues as set forth by instrument(s) recorded in Volume 387, Page 407, in the office of the County Clerk of Galveston County, Texas, and, as shown on Survey Plat revised on November 12, 2002 prepared by Walter P Sass, Registered Professional Land Surveyor, Registration No 4410 (Weisser Engineering Co , Job No 415-222)

4 Any portion of the subject property located within the boundaries of Avenue "E"

5 All of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with the same are excepted herefrom as set forth in instrument recorded under Film Code No 005-62-2304, in the Official Public Records of Real Property in Galveston County, Texas .

6 Terms, conditions and provisions of that certain oil, gas and mineral lease(s) recorded in Volume 1865, Page 135, and Volume 1928, Page 359, both in the office of the County Clerk of Galveston County, Texas

7 Surface rights waived by instrument recorded under Film Code No 004-02-0602, in the Official Public Records of Real Property in Galveston County, Texas

8 Galveston Townsite Voluntary Unitization Agreement as set forth in instrument recorded under Film Code No 003-58-0671, in the office of the County Clerk of Galveston County, Texas

9 Survey Related Exceptions Two (2) sets of abandoned railroad tracks situated in the Northwesterly corner of Tract II, and Two (2) sets of railroad tracks traversing Tract I and Six Foot (6') chain link fence with barbed wire being inset from the Northwesterly property line situated near the Northerly corner of Tract II, and Six Foot (6') chain link fence with barbed wire being inset from the Easterly or Northeasterly side of Tract I, and Fire hydrants, grate inlets, box culverts, concrete column posts, wood walls, manhole and manhole traps, blow-off, power poles and guy wire and anchor affecting Tract I, all as shown by the Survey Plat(s) dated August 3, 1993, Updated and Revised on August 16, 1993, September 24, 2002, November 7, 2002 and November 12, 2002, prepared by Walter P. Sass, Registered Professional Land Surveyor, Registration No. 4410, Weisser Engineering Job No 415-222

10 Subject to Reversionary Rights as set forth and defined in instrument recorded in Volume 2453, Page 837, in the Office of the County Clerk's of Galveston County, Texas

11 Shortages in area of the property being purchased

12 And all other matters set forth in that one certain Owner's Policy of Title Insurance issued pursuant to Commitment for Title Insurance No 44-901-80-000314843 dated November 4, 2002, issued November 26, 2002 upon which Grantor has relied to prepare this Warranty Deed

SOBpp
11/19/02
97123v1

017-75-1774

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as provided herein, unto the said Grantee, its successors and assigns forever, and the undersigned does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, subject as aforesaid, against every person whomsoever lawfully claiming or to claim the same or any part thereof

Grantor has divulged there are the following environmental conditions affecting the Property

a) 6 – 55 gallon drums containing an unknown substance(s),
b) 2 – 12,000 gallons underground storage tanks and associated contaminated soils,
c) roofing, roofing felt, transite, friable insulation that contains asbestos or other material, if any located on or below the north east corner of the Property
d) debris that contains asbestos situated within the railroad trenches,
e) possible migration of petroleum products from GM Welding and Machine Service GM is located on the eastern adjoining property approximately 40 feet from the Property
f) stockpiled materials located within the north-easternmost on site cotton bay that contain asbestos containing materials such as transite siding and friable insulation,
g) roofing materials that contain asbestos on several of the standing buildings located on the Property, and
h) fibrous asbestos containing seam filler located in the seams of the concrete walls of the railroad trenches

Other than these eight items, Grantor believes the Property is not in violation of any federal, state or local law, ordinance, statute or regulation relating to the health or environmental conditions or occurrences on, under or about the Property (including, without limitation, regarding soil and ground water conditions, asbestos, petroleum, petroleum products or any substances which are or contain asbestos Specifically, but without limitation, Grantor believes (i) there is not any asbestos, asbestos containing products, solid waste, petroleum, or petroleum products which are now or have been handled on in or about the Property such that they may have leaked or spilled onto the Property or contaminated the Property (ii) there is not any on-site contamination resulting from such activities on the Property or adjacent tracts, and (iii) the Property contains no hazardous, toxic or radioactive substances waste or materials as such terms (or any similar or related terms) are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resources Conversation and Recovery Act, or the Texas Solid Waste Disposal Act, all as amended or any other ordinance, statute, regulation or law affecting health, waste disposal or the environment

In accordance with the terms of the Earnest Money Contract entered into between the parties, Grantor represents he has properly disposed of item (a) in accordance with all state and federal regulations and that he will properly dispose of the items listed in (d) at the time of or prior to the completion of the demolition of other improvements by Grantee As of the date of execution of this General Warranty Deed Grantor has begun, but possibly has not completed, removal of and proper disposal of disposal of the materials associated with items (b) and (c) and therefore Grantor and Grantee have entered into an Escrow Agreement to escrow funds which Grantor and Grantee believe will provide sufficient funds to complete the removal of and proper disposal of the materials associated with items (b) and (c). Grantor hereby acknowledges to Grantee that the entry into the Escrow Agreement does not obviate or negate Grantor's continuing obligation under the Earnest Money Contract between Grantor and Grantee dated September 5, 2002 with respect to these matters

Grantee acknowledges that there are a number of buildings are currently located on the Property Grantee intends to demolish these buildings in order to construct its Justice Administration Building and Jail Project Grantor and Grantee agree that these buildings are being sold along with the Property and that these buildings are sold on an "As is - Where is" condition and that Grantor is not making any representation and/or warranty of any type or kind about the physical condition of the buildings (other than they have roofing materials that contain asbestos) or their suitability for any particular purpose, except the warranty of title that is contained in this General Warranty Deed

EXECUTED this the 27th day of November, 2002 to be effective December 2, 2002

GALVESTON DISCOUNT WAREHOUSES, L.P.
A California Limited Partnership

By: 21ST CENTURY COMMUNITIES, INC., a
California Corporation,
It's General Partner

By: [signature]
BARRY COHEN, President

SOBpp
11/19/02
97123v1

Exhibit H
SPECIAL WARRANTY DEED

Sample Only
Terms and Conditions Subject to Change Depending on Title Company Commitment and Other Factors

Special Warrany Deed

The State of Texas	§	
	§	**Know All Men By These Presents:**
County of Galveston	§	

For and in consideration of the sum of **Ten and No/xx Dollars (US $10.00)** and other good and valuable consideration paid by _____, whose mailing address is _____(**"Grantee"**), *the receipt* and *sufficiency of which is hereby* acknowledged and confessed, the **County of Galveston, a political subdivision of the State of Texas ("Grantor")** whose mailing address is **c/o Galveston County Legal Department, 722 Moody, 5th Floor Galveston, Texas 77550** has, subject to the exclusions and limitations contained herein, **Granted, Sold and Conveyed** and by these presents does **Grant, Sell and Convey** to Grantee the following described real property located in Galveston, Galveston County, Texas to wit:

See Attached Exhibit "A"

This conveyance is made subject to:

(i) 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;

(ii) Those certain improvements, rights of way, easements, encumbrances, encroachments, licenses, permits and other matters effecting title that are depicted upon that one certain survey of the Property prepared by _____ dated _____;

(iii) That one certain Agreement entitled "Easements, Covenants, Conditions and Restrictions" and that one certain Agreement entitled "Site Development Agreement" both executed of even date herewith;

(iv) 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; and

(v) The Grantor's reservation of mineral interests as set forth herein;

(vi) Rights of parties in possession;

(vii) Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;

(viii) Any visible and/or apparent easements, rights of ways, or encroachments over, under and across the Property that a physical inspection or survey may disclose;

(ix) Zoning ordinances now in force in the City of Galveston.

The matters herein stated to which this conveyance is made subject shall not in any way limit or restrict any claims, remedies, or amounts recovered against any warrantor prior to Grantor in the chain of title of the Property or any title insurance company.

Grantor reserves for itself, its successors and assigns, any and all interests that it may own (if any) in and to all of the oil, gas and other minerals which may hereafter be produced and saved from the Property, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for the same.

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 acknowledges and agrees:

a) that Grantor has little, if any, knowledge of the physical or economic characteristics of the property,

b) 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.

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, 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 itself, or 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.

Each and all of the easements, covenants, conditions and restrictions set forth in this Special Warranty Deed shall run with and bind the Property as the case may be. All covenants, conditions and restrictions set forth in this Special Warranty Deed shall be equitable servitudes.

All of the easements, covenants, conditions and restrictions set forth in this Special Warranty Deed shall be binding on the Grantee and its successors and assigns, and shall be for the benefit of the Grantor, its successors and assigns.

This Special Warranty Deed may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Special Warranty Deed.

Grantor hereby assumes liability for the payment of all ad valorem taxes and assessments for the Property through the date of execution of this Special Warranty Deed and Grantee hereby assumes liability for the payment of all ad valorem taxes and assessments for the Property for all subsequent years

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 or under Grantor, but not otherwise.**

Grantee, by execution of this instrument, agrees that, notwithstanding the execution by Grantor of this Special Warranty Deed it will look only to any warrantor prior to Grantor in the chain of title of the Property or any title company policy obtained by Grantee, at Grantee's expense, insuring title to the Property.

Executed this _____ day of _____, 2011.

County of Galveston

By: _____
James D. Yarbrough
County Judge
Grantor

Attest:

_____
Mary Ann Daigle
County Clerk

Accepted this _____ day of _____,2008.

By: _____
Grantee

The rest of this page has intentionally been left blank.

The State of Texas §
§
County of Galveston §

This instrument was acknowledged before me on _____, 2011 by **James D. Yarbrough, 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 ___ day of _____, 2011

_____
Notary Public, State of Texas

The State of Texas §
§
County of Galveston §

This instrument was acknowledged before me on _____, 2011 by _____, on behalf of _____authorized to do business in the State of Texas.

Given Under My Hand and Seal of Office,
this ___ day of _____, 2011

_____
Notary Public, State of Texas

Please Return to

_____
_____
_____
_____

Depts/Facilities/Justice Administration Surplus Land Deed

AGENDA ITEM #33

Chapman, Brandy

From: Reingold, Myrna
Sent: Tuesday, January 18, 2011 4 06 PM
To: Sullivan, Dwight, Chapman, Brandy, Ross, Mae
Cc: Branch, Katherine
Subject: Supporting paperwork - agenda item #33

Hi Dwight, Brandy, and Mae,

See that tomorrow's packet is very large and feel bad for you so, rather than waiting until tomorrow morning, wanted to email you to just give a heads-up and let you know

On agenda item #33, I am bringing the three (3) originals with me to Commissioners' Court tomorrow There is no difference from the contract that is in the packet –except that these three are already signed by Interface EAP and Adult Probation (so that the County will be the last signatory). We need three originals so that when fully executed – the County will have one original (to keep in the Official Minutes), and then I need two originals back – one to give to Eddie Kelly and the other to send to Interface EAP

Thank you!

Myrna

CONTRACT
for

THE COUNTY OF GALVESTON

and

THE GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BEHAVIORAL HEALTHCARE MANAGEMENT
and
EMPLOYEE ASSISTANCE PROGRAM

Provided
by
Interface EAP, Inc.

This Agreement is by and between the County of Galveston, Texas (**County**), the Galveston County Community Supervision and Corrections Department (Adult Probation Department) and **Interface EAP, Inc (Interface)**. This Agreement is for Behavioral Healthcare Management (BHM) supported by an Employee Assistance Program (EAP) to the **County** and is a renewal of prior contracts between the **County** and **Interface**. This Agreement is for an EAP to the **Adult Probation Department**.

I. Services

The services to be provided by **Interface** are as follows.

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.

2 Diagnosis, assessment, initial treatment planning, and referral if necessary for personal problems, particularly those with the potential for affecting work performance This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.

3 Continued Supervisory/Management training will be provided. This will include training on recognizing, documenting, and referring an employee to the EAP as well as providing information on all services provided by the EAP

4. Employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE· Both Supervisory/Management training and employee orientations will be presented either by video or in person by a Program Coordinator and will include printed materials. A total of 14 hours will be available to the **County** for Supervisory/Management Training and/or Employee Orientation.

5 Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.

6 Assistance in establishing a clear policy letter concerning the **County's** position on employees who use the EAP.

7. Quarterly utilization review. This will include nature of the contact, referral source, and demographics of employees, providing that such information will not jeopardize confidentiality. In addition, annual reports for both the EAP and the MMHP will be provided with a breakdown of cost and the number of persons referred for treatment under the health plan.

8 Access to participant website (www 4eap.com) which includes online access to supplemental EAP resource information, including. EAP request for services, frequently asked questions, legal resources, financial resources, Work/Life and Wellness resources. The Work/Life database contains resources for topics including child care, elder care, adoption,

school, and college. The Wellness program includes a variety of educational materials, personal health profiles, and on-line access to health coaches who are healthcare professionals with backgrounds in nutrition, exercise physiology, health education, public health, and health promotion

9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by the **County**. A total of 4 one-hour on-site sessions per plan year will be available to the **County** for Wellness Seminars. Critical Incident Stress Debriefing will be provided as needed upon a qualifying event.

10. Two (2) days per plan year will be available to the **County** for Health Fairs.

11. Services requested and provided beyond those outlined in this Agreement will be billed to the **County** at a mutually acceptable cost agreed to in advance in writing by the Parties.

12. The services offered through this Section I are available to the **County**. **Adult Probation Department** employees are eligible to participate in the services specified in this Section I through the provision of such services to the **County**.

II. Behavioral Healthcare Management Services

1 **Interface** will provide access to hospitals and other treatment facilities with which **Interface** has Preferred Provider Agreements (PPA's), thus allowing discounts for treatment to your health plan.

2 **Interface** will serve as the initial point of contact for the mental health and substance abuse portion of your health plan. Through plan design, all covered persons will have a financial incentive to contact **Interface** before seeking treatment

3. **Interface** will review, along with your Plan Administrator, your health plan design for mental health and substance abuse coverage and recommend any changes that will enhance **Interface's** ability to direct cost effective treatment and/or that are required by any current or future federal or state laws, rules or regulations.

4. **Interface** will provide individual case management to insure that cost containment and quality services are provided by referral resources. This continues after discharge to insure a quality after-care program.

5 To insure negotiated discounts are received by your Plan Administrator, **Interface** will receive for review and/or repricing, bills for treatment from facilities with which **Interface** has a PPA. **Interface** will then forward the bills to your Plan Administrator within three business days for processing and payment

6. The services provided in this Section II are provided by **Interface** solely for the **County** and the **Adult Probation Department** does not join in this Section II

III. Procedures

An employee or family member of an employee (employee/family member) will have initial contact with a clinically trained care coordinator at **Interface**. A case will be opened and the employee/family member will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem in **Interface's** network. The employee/family member may request another counselor for any reason after the first session without losing that session as one of the allotted sessions for that problem. For employees, the employee, a supervisor, or both may initiate contact. For a family member of an employee, the family member may be referred to the program by the family member's own call or by a referral of the employee

When an employee/family member contacts EAP, the employee/family member will be directed to the most convenient office location in their area, where a licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary refer for additional treatment. In all instances the need and/or problem will be addressed The goal of the counseling process for an employee will be the employee's effective return to full productivity.

IV. Publicity of Services

The **County**, through its Human Resources Department, will inform its employees and employees of the **Adult Probation Department** of the services provided by **Interface** and shall inform employees that the program is confidential and that any employee seeking assistance will not jeopardize the employee's position with the **County** or the **Adult Probation Department**, as applicable.

Interface will provide literature in the form of brochures describing the EAP and all services included in Section I of this Agreement

V. Reporting

When the initial contact is the result of a supervisory referral in regard to job performance issues, an **Interface** care coordinator will inform the employee's supervisor of the following: 1) whether the employee has contacted the EAP, 2.) whether treatment goals have been established (without identification of those goals), and 3.) whether there is progress towards the treatment goals (but not the nature of that progress). Only with a release signed by the employee can **Interface** release any information to anyone, except as required by law. **Interface** encourages the supervisor to obtain a signed release from the employee when a supervisor refers an employee. **Interface** provides an employee release form that authorizes the release of this pertinent information to the supervisor.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to the **County** or the **Adult Probation Department**, as applicable, concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the

contact by any employee or family member will be revealed to any representative of the **County** or the **Adult Probation Department**, as applicable.

The **County** will provide a list of its employees and a list of employees of the **Adult Probation Department**, including the employees' social security numbers, to **Interface** for the purpose of verifying employment An updated list will be provided quarterly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by the **County** in a relatively accessible form with all due regard for the confidentiality of employees.

Except as provided herein or by law, the identity of the employee or family member, the nature of the contact, and the treatment progress and prognosis will be confidential and reported to no one without the written consent of the employee or family member

VI. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns

Sessions with a counselor will be on an as needed basis and will be free of charge to the employee/family member as described herein The EAP will be used first to obtain an assessment of the problem If the problem is short term, additional EAP sessions will be available for the person seeking help. If the problem is long term, a referral to the appropriate program(s) may be made prior to exhausting the full six (6) sessions. The maximum number of sessions provided free annually to each covered person seeking help is six (6) per problem and/or occurrence of using the EAP. If further treatment is needed that is not covered under insurance, **Interface** will work to make that treatment available at a reduced cost

Referrals for legal problems are provided through Legal Access. Each covered family has a maximum of three (3) consultations with an attorney per plan year. The consultations with an attorney may be either in person or via telephone with the first 30 minutes at no charge. Additional services with the attorney are provided at a reduced rate.

In addition, employees will have three (3) Financial Planning sessions per family per plan year; all services are provided via telephone or in person.

VII. Texas Healthcare Liability Act

Interface complies with the right of any patient to submit a request to the Texas Department of Insurance for assignment of an independent review organization for review of any care denied by Interface. Should such a process occur and an independent review organization find against **Interface's** decision, **Interface** will assume the cost of the independent review

However, should the independent review uphold **Interface's** decision with regard to Galveston County employees or their family members, the **County** will be liable for all charges billed by the independent review organization up to a maximum of $1,500.00 per year. Should the independent review uphold **Interface's** decision with regard to **Adult Probation Department** employees or their family members, the **Adult Probation Department** will be liable for all charges billed by the independent review organization up to a maximum of $1,500.00 per year. The $1,500.00 is not per decision, but is a per year total charge maximum. The exact charges are unknown to **Interface** until the utilization review has occurred. However, the original invoice will be presented to the **County** or the **Adult Probation Department**, as applicable, once a determination has been made in favor of **Interface's** decision(s) for any amounts to be applied to the total $1,500 per year maximum. Notwithstanding the foregoing, and in compliance with Chapter 88 of the Texas Civil Practice and Remedies Code, this Section VII shall not apply to an employee benefit plan regulated under the Employee Retirement Income Security Act of 1974 (ERISA).

VIII. Hold Harmless Clause

Interface will indemnify and hold the **County** or the **Adult Probation Department**, as applicable, harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was that of **Interface** or that of any person providing services thereunder through or for **Interface**. Upon notice from the **County** or the **Adult Probation Department**, as applicable, **Interface** will resist and defend at **Interface's** own expense, and by counsel reasonably satisfactory to the **County** or the **Adult Probation Department**, as applicable, any such claim or action.

IX. Program Cost

The monthly retainer charge for the services of **Interface** is as follows:

$2.35 per employee per month for all benefit eligible employees, retirees and COBRA of the County covered by the health plan;

$1.85 per employee per month for all benefit eligible employees of the County not covered by the health plan (i.e., those employees who have elected for medical waiver); and

$1.85 per employee for month for all employees of the Adult Probation Department.

The above charge is to be paid in monthly installments based on the number of covered employees at the beginning of each month.

X. Term of Contract

This Agreement is effective on and from January 1, 2011 through December 31, 2011. Provided however, that upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect on a month-to-month basis not to exceed twenty-four (24) months at the rates set out in this Agreement, unless at least thirty (30) days written notice of termination in accordance with Section XI of this Agreement is given by any Party hereto to the remaining Parties, or any Party hereto provides at least thirty (30) days written notice to the remaining parties of its intention not to renew, or a subsequent agreement is executed, which shall supersede this Agreement.

XI. Termination of Contract

The **County, Adult Probation Department,** or **Interface** may terminate this Agreement with at least thirty (30) days prior written notice to the non-terminating Parties. Notice shall be effective upon receipt by the non-terminating Parties. At the time of termination, **Interface** will direct any participant in treatment to verify benefits through the new vendor and to contact Galveston County's Human Resources Director **Interface** will also notify the participant's provider of the termination of services, revoke any unused sessions, and direct the provider to verify benefits through the new vendor. **Interface** will not assume any financial responsibility for services that take place after the date of termination.

XII. Warranty

Adult Probation Department enters this Agreement for the purpose of making EAP services available to its employees. **Adult Probation Department** guarantees and warrantees that such a benefit is not otherwise available to its employees, that it has the authority to enter into this Agreement, and that the person signing hereto on behalf of the **Adult Probation Department** has authority to enter into this Agreement and to bind the **Adult Probation Department** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of the **Adult Probation Department**.

The **County** represents and warrants that it has authority to enter into this Agreement and that the person signing hereto on its behalf has full authority to bind the **County** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of the **County.**

Interface represents and warrants that it has authority to enter into this Agreement and that the person signing hereto on its behalf has full authority to bind **Interface** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of **Interface.**

XIII. 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 by facsimile, to the addresses/facsimile numbers listed herein.

Interface:

Attention Tina Pace, PHR,
Chief Financial Officer
Interface EAP, Inc.
10370 Richmond Avenue, Suite 1100
Houston, Texas 77042
Facsimile (832) 220-3351

County:

Attention Director,
Galveston County Human Resources Department
722 Moody, 3rd Floor
Galveston, Texas 77550
Facsimile (409) 770-5351

With a copy to:

Galveston County Legal Department
722 Moody, 5th Floor
Galveston, Texas 77550
Facsimile (409) 770-5560

Adult Probation:

Attention Eddie Kelly, Director
Galveston County Community Supervision and Corrections Department
123 Rosenberg, Suite 4040
Galveston, Texas 77550
Facsimile (409) 770-5530

If mailed, notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Services post office or receptacle, duly certified, return receipt requested, with proper postage affixed, addressed to the other Parties at the address described above or at such other address as a receiving Party may have theretofore given by written notice to the sending Party If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

The rest of this page is intentionally left blank

AGREED TO AND EXECUTED by the Parties hereto on triple (3) counterparts each of which shall be deemed to be an original, to be effective as of the date specified herein.

THE COUNTY OF GALVESTON:

By: _____

Title: County Judge

Print name: Mark Henry

Date signed: January 19, 2011

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk of
Galveston County, Texas

INTERFACE EAP, INC.:

By: _____

Title: CHIEF FINANCIAL OFFICER

Print name: TINA M PACE

Date signed: 1/14/2011

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT:

By: _____

Title: DIRECTOR

Print name: EDDIE KELLY

Date signed: 1-18-11

AGENDA ITEM #34

THE COUNTY OF GALVESTON

On this the 19th day of January, 2011, 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

A Resolution in Support of Retaining the Present Voting Allocation of the Directors of the Gulf Coast Water Authority and preserving the Non-Voting Liaison of Brazoria and Fort Bend Counties.

Whereas, the **Gulf Coast Water Authority** was created in 1965 primarily for the purpose of ensuring adequate water supplies for the citizens and industries of Galveston County Texas, and

Whereas, the **Gulf Coast Water Authority** provides potable and non potable water service not only to the citizens and industries of Galveston County, but has likewise provided water to various entities within Brazoria and Fort Bend County, and

Whereas, the **Gulf Coast Water Authority** is a governmental entity serving a critical role by ensuring a continued supply of water both to its citizens and to industrial users in Galveston County, including energy producing industries critical to the national security and continued economic growth of this country, and

Whereas, the allocation of votes to Directors from within Galveston County has served the **Gulf Coast Water Authority** well since its inception and has not inhibited present and potential customers within Brazoria or Fort Bend County from having access to water supplies needed for their essential purposes , and

Whereas, it is expected that with the present voting structure of the **Gulf Coast Water Authority** in place and unaltered that the Authority will continue to succeed in its mission for the foreseeable future and will continue to be responsive to the needs of all its customers both within and without Galveston County, and

Whereas, the **Gulf Coast Water Authority** is in favor of maintaining the present non-voting members from Brazoria and Fort Bend Counties to ensure the Authority continues to be responsive to the needs of their customers, and

Whereas, the Commissioners' Court of Galveston County is also desirous of ensuring that the present voting structure of the **Gulf Coast Water Authority** remains unchanged for the present and in the years to come, and wishes to express those desires to the member of the Texas Legislature as they convene for their new session in for 2011

Now, Therefore, be it Resolved by the Commissioners' Court of Galveston County, Texas that the present structure of the **Gulf Coast Water Authority** be preserved in its present configuration, that a non-voting member of the Board continue to be appointed to represent Brazoria and Fort Bend Counties, and that no other actions affecting the voting configuration of the Board of Directors of the **Gulf Coast Water Authority** be undertaken by the Texas Legislature

Be it Further Resolved that a copy of this Resolution be spread upon the minutes of this Court and that Originals hereof be furnished to Senator Mike Jackson, Senator Joan Huffman, Representative Craig Eiland, Representative Larry Taylor and the Board of Directors of the **Gulf Coast Water Authority.**

Upon Motion Duly Made and Seconded, the Above Resolution was unanimously passed on this the 19th day of January, 2011

Attest:

Dwight D. Sullivan
County Clerk

Patrick F. Doyle
Commissioner, Pct. 1

Stephen D. Holmes
Commissioner, Pct. 3

County of Galveston, Texas

Mark Henry
County Judge

Kevin D. O'Brien
Commissioner, Pct. 2

Kenneth Clark
Commissioner, Pct. 4

AGENDA ITEM #35

NO

BACK – UP

PROVIDED

AGENDA ITEM #36

NO

BACK – UP

PROVIDED

AGENDA ITEM #37

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No 2506-0087
(exp 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58 2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1 Program Title(s) **Community Development Block Grant – Disaster Recovery Program**	2 HUD/State Identification Number (HUD GRANT NUMBER) **DRS010052**	3 Recipient Identification Number (optional) **4014.1-2**
4 OMB Catalog Number(s) **CFDA No. 14.218**	5 Name and address of responsible entity **Mark Henry, County Judge** **Galveston County** **722 Moody, Ste. 200** **Galveston, TX 77550**	
6 For information about this request, contact (name & phone number) **Mark Henry – County Judge** **(409) 762-8621**		
8 HUD or State Agency and office unit to receive request **Texas Department of Rural Affairs – Disaster Recovery** **Environmental Regulatory Officer** **P.O. Box 17900** **Austin, TX 78760-7900**	7 Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9 Program Activity(ies)/Project Name(s) **San Leon Fire Department Building Improvements and backup generator installation.**	10 Location (Street address, city, county, State) **Construction shall take place at the fire station located at 337 12th Street, San Leon, Galveston County, Texas.**

11 Program Activity/Project Description (including grant amount)

Grantee shall make all needed improvements and renovations to the existing incomplete fire station building to establish it as a fully functional fire station. Grantee shall complete interior finish out to ADA compliant standards, including walls, ceiling, doors, and floors, purchase and install firefighting equipment, restroom fixtures, and all kitchen and building appliances. Grantee shall finish electrical systems including lighting, fire detection, and security, and all mechanical systems including heating, ventilating, and air conditioning (HVAC), fire suppression, and plumbing. Grantee shall install a brick masonry exterior, construct a paved driveway and apron, provide utility connections, and perform all site work associated with construction. The proposed improvements will ensure the fire station has adequate firefighting capabilities.

Grantee shall purchase and install one (1) sixty kilowatt (60 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Installation of the backup generator will ensure continuous operation of the fire station.

The project will cost approximately $16,791,290 and will be paid for with a grant from the Texas Department of Rural Affairs.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1 The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.

2 The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5, and also agrees to comply with the authorities in 24 CFR 58 6 and applicable State and local laws

3 After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement

4 The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58 43 and 58 55 a notice to the public in accordance with 24 CFR 58 70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure

5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58

6 In accordance with 24 CFR 58 71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that

7 I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58 5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity

8 I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	**Name & Title of Certifying Officer**
	Mark Henry – County Judge
	Date signed 1/19/11
X Mark Henry	

Address of Certifying Officer

Mark Henry, County Judge
Galveston County
722 Moody, Ste. 200
Galveston, TX 77550

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58 71(b)

Signature of Authorized Officer of the Recipient	**Name & Title of Authorized Officer**
	Date signed
X	

Warning: HUD will prosecute false claims and statements Conviction may result in criminal and/or civil penalties (18 U S C 1001, 1010, 1012, 31 U S C 3729, 3802)

Project Description Sheet

(for use when a Request for Release of Funds is not Required (HUD Form 7015.15))

CONTRACTOR LOCALITY· Galveston County DATE SUBMITTED·_____

CHIEF ELECTED OFFICIAL· Mark Henry, County Judge

TXCDBG CONTRACT NO. DRS010052, 4014 1-2

PROJECT NAME.
Galveston County – 4014 1-2

PROJECT NARRATIVE
Include the Following:

Brief description of activity including construction and end product
DESCRIPTION
Grantee shall make all needed improvements and renovations to the existing incomplete fire station building to establish it as a fully functional fire station. Grantee shall complete interior finish out to ADA compliant standards, including walls, ceiling, doors, and floors, purchase and install firefighting equipment, restroom fixtures, and all kitchen and building appliances Grantee shall finish electrical systems including lighting, fire detection, and security, and all mechanical systems including heating, ventilating, and air conditioning (HVAC), fire suppression, and plumbing. Grantee shall install a brick masonry exterior, construct a paved driveway and apron, provide utility connections, and perform all site work associated with construction. The proposed improvements will ensure the fire station has adequate firefighting capabilities.

Grantee shall purchase and install one (1) sixty kilowatt (60 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Installation of the backup generator will ensure continuous operation of the fire station

LOCATION
Construction shall take place at the fire station located at 337 12th Street, San Leon, Texas.

Construction time-frame
Project should bid within 6 months of contract execution with TDRA and construction should be complete within 18 months after bids have been opened and a contract awarded.

Purpose and size of project (Example- Water line replacement; first time water service) materials proposed
The proposed improvements will ensure the fire station has adequate firefighting capabilities Materials include electrical wiring, concrete, wood and steel.

What services and who will be served
The project will help ensure the fire department has adequate firefighting capabilities The project will benefit approximately 5,502 people

Relocation
There will be no relocation associated with this project.

Project funding from all sources and total costs
The project will cost approximately $16,791,290 and will be paid for with a grant from the Texas Department of Rural Affairs.

Types of construction (New construction, rehabilitation, conversion etc.)
Project will involve the renovation of an existing fire department and the installation of a backup power generator.

Project plans and studies conducted

Engineering and environmental reviews by qualified professionals indicate the project is feasible and would result in minimal, if any, impacts on the human and natural environment

Public review process

The project was discussed at a public hearing prior to application submission. In addition, the public was given opportunity to comment on the flood plain aspect of the project. General support and no opposition to the project have been received from members of the public.

Description of project sites (with attached map) including location, size and present use

The building renovation and generator installation will occur at an existing fire department facility which is situation on approximately 17 acres of property which is surrounded by residential structures.

Description of surrounding areas

The project site is bordered by two lane paved streets on the east, west and south and a vacant developed piece of property borders the northern edge of the property Several residential structures are near site and land uses in the area include residential, public/semi-public and vacant developed

COMPARISON WITH APPLICABLE PLANS

	Project Is In Compliance		
	Yes	No (Explain)	N A
Factor			
Local Comprehensive Plans Including Land Use and Growth Management Elements	_X__	___	___
Area and Regional Plans	_X_	___	__
Local Zoning Ordinances	_X__	___	___

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No 2506-0087
(exp 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58 2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1 Program Title(s) **Community Development Block Grant – Disaster Recovery Program**	2 HUD/State Identification Number (HUD GRANT NUMBER) **DRS010052**	3 Recipient Identification Number (optional) **4014.1-4**
4 OMB Catalog Number(s) **CFDA No. 14.218**	5 Name and address of responsible entity **Mark Henry, County Judge** **Galveston County** **722 Moody, Ste. 200** **Galveston, TX 77550**	
6 For information about this request, contact (name & phone number) **Mark Henry – County Judge** **(409) 762-8621**		
8 HUD or State Agency and office unit to receive request **Texas Department of Rural Affairs – Disaster Recovery** **Environmental Regulatory Officer** **P.O. Box 17900** **Austin, TX 78760-7900**	7 Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9 Program Activity(ies)/Project Name(s) **Construction of a new Fire Department Building with backup generator.**	10 Location (Street address, city, county, State) **Construction shall take place at the Port Bolivar Peninsula Fire Station located at 724 Broadway in Port Bolivar, Galveston County, Texas**

11 Program Activity/Project Description (including grant amount)

Grantee shall construct a new, fully functioning ADA compliant fire station and emergency medical services (EMS) facility. The new station will include truck bays; meeting, office, storage, and sleeping spaces; new doors, windows, lights, flooring, ceiling, and plumbing fixtures; HVAC, fire protection, communication, and security systems. Grantee shall construct exterior improvements including grading, paving, utilities, surfacing and brick masonry hardening.

Grantee shall purchase and install one (1) one hundred thirty kilowatt (130 kW) permanently-affixed, diesel-fueled generator with automatic transfer switches and associated appurtenances. Grantee shall construct concrete pad for generator mounting and perform site work associated with construction. Construction of the fire station will ensure adequate fire protection.

The project will cost approximately $16,791,290 and will be paid for with a grant from the Texas Department of Rural Affairs.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that

1 The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above

2 The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58 5; and also agrees to comply with the authorities in 24 CFR 58 6 and applicable State and local laws

3 After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.

4 The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58 43 and 58 55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.

5 The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58

6 In accordance with 24 CFR 58 71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project

As the duly designated certifying official of the responsible entity, I also certify that

7 I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58 5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity

8 I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	**Name & Title of Certifying Officer**
	Mark Henry – County Judge
x	Date signed 1/19/11

Address of Certifying Officer

Mark Henry, County Judge
Galveston County
722 Moody, Ste. 200
Galveston, TX 77550

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58 71(b)

Signature of Authorized Officer of the Recipient	**Name & Title of Authorized Officer**
	Date signed
X	

Warning· HUD will prosecute false claims and statements Conviction may result in criminal and/or civil penalties (18 U S C 1001, 1010, 1012, 31 U S C 3729, 3802)

Project Description Sheet

(for use when a Request for Release of Funds is not Required (HUD Form 7015.15))

CONTRACTOR LOCALITY. Galveston County DATE SUBMITTED _____

CHIEF ELECTED OFFICIAL Mark Henry, County Judge

TXCDBG CONTRACT NO· DRS010052, 4014.1-4

PROJECT NAME:
Galveston County – 4014 1-4

PROJECT NARRATIVE
Include the Following:

Brief description of activity including construction and end product
DESCRIPTION
Grantee shall construct a new, fully functioning ADA compliant fire station and emergency medical services (EMS) facility. The new station will include truck bays; meeting, office, storage, and sleeping spaces, new doors, windows, lights, flooring, ceiling, and plumbing fixtures; HVAC, fire protection, communication, and security systems Grantee shall construct exterior improvements including grading, paving, utilities, surfacing and brick masonry hardening

Grantee shall purchase and install one (1) one hundred thirty kilowatt (130 kW) permanently-affixed, diesel-fueled generator with automatic transfer switches and associated appurtenances. Grantee shall construct concrete pad for generator mounting and perform site work associated with construction. Construction of the fire station will ensure adequate fire protection

LOCATION
Construction shall take place at the Port Bolivar Peninsula Fire Station located at 724 Broadway in Port Bolivar, Texas.

Construction time-frame
Project should bid within 6 months of contract execution with TDRA and construction should be complete within 18 months after bids have been opened and a contract awarded.

Purpose and size of project (Example- Water line replacement; first time water service) materials proposed
The proposed improvements will ensure the fire station has adequate firefighting capabilities Materials include electrical wiring, concrete, wood and steel

What services and who will be served
The project will help ensure the fire department has adequate firefighting capabilities The project will benefit approximately 3,853 people

Relocation
There will be no relocation associated with this project.

Project funding from all sources and total costs
The project will cost approximately $16,791,290 and will be paid for with a grant from the Texas Department of Rural Affairs

Types of construction (New construction, rehabilitation, conversion etc.)
Project will involve the construction of a new fire department with a backup power generator

Project plans and studies conducted

Engineering and environmental reviews by qualified professionals indicate the project is feasible and would result in minimal, if any, impacts on the human and natural environment

Public review process

The project was discussed at a public hearing prior to application submission In addition, the public was given opportunity to comment on the flood plain aspect of the project. General support and no opposition to the project have been received from members of the public.

Description of project sites (with attached map) including location, size and present use

The building will be constructed on approximately 15 acres of vacant developed property. A county road maintenance barn borders the southern edge of the property and a vacant, developed piece of property borders the eastern edge of the property Two (2) two-lane roadways border the north and west boundaries of the property

Description of surrounding areas

A freshwater emergent wetland lies on the other side of the two-lane roadway on the northern boundary of the property and an Estuarine and Marine wetland exists on the other side of the two-lane roadway on the western boundary of the property. Some residential and commercial structures are near the site and land uses in the area include residential, public/semi-public, commercial and vacant developed.

COMPARISON WITH APPLICABLE PLANS

	Project Is In Compliance		
	Yes	No (Explain)	N A.
Factor			
Local Comprehensive Plans Including Land Use and Growth Management Elements	_X__	___	___
Area and Regional Plans	_X_	___	__
Local Zoning Ordinances	_X__	___	___

AGENDA ITEM #38

Texas Department of Public Safety

2008 Grant Adjustment Notice
for
Galveston County

Date of Award
December 17, 2010

1. Sub-Recipient Name and Address	**2. Prepared by** Youngs, Jamie	**3 SAA Award Number** 08-GA 48167-05F
Judge James D Yarbrough Galveston County 722 Moody, Suite 200 Galveston, TX 77550	**4. Federal Grant Information**	
	Federal Grant Title.	**Regional Catastrophic Preparedness Grant Program (RCPGP)**
	Federal Grant Award Number	2008-CP-T8-0023
	Date Federal Grant Awarded to TxDPS	September 1, 2008
	Federal Granting Agency·	Federal Emergency Management Agency Dept of Homeland Security Preparedness Directorate

5. Award Amount and Grant Breakdowns

Total Award Amount
$44,921.00

Note· Additional Budget Sheets (Attachment A): ☐ **Yes** ☐ **No**

RCPGP 97 111	**Required Local Match (33.33%)**	**Total Budget (grant + match)**
$44 921 00	$14,973 67	$59 894 67

> NOTE: See grant guidance for details about the match requirements.

This award supersedes all previous awards. **Performance Period·** Sep 1, 2008 to Oct 30, 2010

6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriations Act of 2008

7. Method of Payment: Primary method is reimbursement See the enclosed instructions for the process to follow in the submission of invoices

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http //www epls gov

9. Agency Approval

Approving TxDPS Official·	**Signature of TxDPS Official:**
Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety	Janice E. Bruno

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	**Signature of Sub-Recipient Official:**
Mark Henry, County Judge	Mark Henry

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number.	**12. Date Signed**
74-6000-908	Jan. 19, 2011

13. DUE DATE January 31, 2011

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient " Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties " By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement

Sub-recipient Purpose and Overview

A Purpose and Overview Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at www fema gov/pdf/government/grant/hsgp/fy08 hsgp guide pdf Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities These three objectives are 1 Measuring progress toward achieving the National Preparedness Guidelines, 2 Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities, and 3 Strengthening preparedness planning At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP

B Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA) The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the

1 Applicable Laws and Regulations, hereinafter referred to as "Exhibit A",
2 Certifications, hereinafter referred to as "Exhibit B", and
3 Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C"

C Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved

TDEM Obligations

A Measure of Liability TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs

B Sub-recipient Agreement Funds Defined and Limit of Liability The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the HSGP program The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations

incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement

C Excess Payments The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds

Termination

A TDEM's Right to Terminate TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include

1 the reasons for such termination,

2 the effective date of such termination, and
3 in the case of partial termination, the portion of the Sub-recipient agreement to be terminated

B Parties' Right to Terminate In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated

Conflict of Interest

A Financial Interest Prohibited A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family, his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code

B Other Prohibited Interests In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter

C Inclusion in Subcontracts The Sub-recipient shall include the substance of this Section in all subcontracts

Monitoring

TDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance

pursuant to this Sub-recipient agreement After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above

Audit

A Audit of Federal and State Funds The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133, 44 C F R 13 26) and as outlined in Exhibit A The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5 141 et seq and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements

B TDEM's Right to Audit Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit

C Sub-recipient's Liability for Disallowed Costs The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract

D Sub-recipient's Facilitation of Audit The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient

E State Auditor's Office The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by September 30, 2008 The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement

A Request for Advance or Reimbursement The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates

B Request for Advance Funds and Transfer of Funds The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible

C Payment Contingent Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations

Urban Areas Security Initiative (UASI) Grants

A If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps

B Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable

UASI Non-Profit Security Grant Program (NSGP)

A The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2 All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding

B Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement Sub-recipient contributions must be from non-Federal sources For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff In the case of training projects, awardees must meet the matching requirement through cash In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement

C Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide Minimum training includes IS-700 NIMS An Introduction

D Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2

E FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems All allowable equipment costs must fall within these two categories Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories Additionally, any costs associated with exercises are strictly prohibited All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2

F The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows "Purchased with funds provided by the U S Department of Homeland Security "

Interoperable Communication Project Compliance

1 Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate, conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP Projects that are deemed to

satisfactorily meet the State's Plan will be submitted to the State for formal review

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS Implementation Matrix

A Adoption The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management

B Implementation The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements

1 Identifying specific NIMS training requirements for local emergency responder and emergency management positions, then obtaining or providing required training, and documenting it For further information on NIMS training, see http //www fema.gov/emergency/nims/nims training.shtm
2 Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures
3 Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises
4 Participating in local, regional, or intrastate mutual aid programs
5 Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response For resource typing information, see http.//www fema gov/emergency/nims/rm/rt shtm This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly Additionally, a certification form must be on file with TDEM for every county and local jurisdiction
6 Complete the NIMS baseline assessment and develop a local NIMS implementation plan
7 Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions
8 All Primary jurisdictions must possess an independent NIMSCAST account

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http //www fema gov/pdf/emergency/nims/imp mtrx states pdf

FY 08 NIMS implementation requirements must be completed by September 30, 2008

Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)

A During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM

B Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant

C During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement

D During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i e hazardous material, decontamination, search and rescue, etc) This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid

E Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form

F Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work

G Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i e , planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts Sub-recipients may hire staff only for program management functions, not operational duties Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions

H The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients

Closing The Grant

A The Sub-recipient must have all equipment ordered by January 14, 2010 The last day for submission of invoices is February 28, 2011

B TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds

C TDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011

Restrictions, Disclaimers and Notices

A Approval of this award does not indicate approval of any consultant rate in excess of $450 per day A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds

B In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board

C Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award

D Notice All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder Mailed notices shall be deemed to be received on the third business day following the date of mailing Notices sent by overnight courier shall be deemed received the following business day

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with

A Administrative Requirements

1 44 C F R Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,
2 2 C F R Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

B Cost Principles

1 2C F R Part 225, Cost Principles for State, Local and Tribal Governments
2 2C F R Part 220, Cost Principals for Education Institutions
3 2C F R Part 230, Cost Principles for Non-Profit Organizations
4 Federal Acquisition Regulation Subpart 31 2, Contracts with Commercial Organizations

C Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

Retention And Accessibility Of Records

A Retention of Records The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C F R § 13 42 and this Sub-recipient agreement The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A

B Access to Records The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds Such rights to access shall continue as long as the records are retained by the Sub-recipient The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code

C Inclusion in Subcontracts The Sub-recipient shall include the substance of this Section in all subcontracts

Subcontracts

A TDEM's Approval of Subcontract and Liability The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval

B Sub-recipient Liability In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance

C Applicable Law The Sub-recipient shall comply with 44 C F R § 13 1-13 52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement

D Escrow Retainage for Construction Contracts TDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five

percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient Before the retainage fees for construction contracts are released, TDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities

Legal Authority

A Signatory Authority The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement

B Authorized Representative The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions

Notice Of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of

1 any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement, and
2 any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement

Changes and Amendments

A Written Amendment Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties

B Authority to Amend This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to TDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP Amendments may further be amended by TDEM, during the period of this Sub-recipient agreement's performance as TDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements Such policy directives shall be promulgated by TDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement

C Effect of Changes in Federal and State Laws Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers FEMA's National Preparedness Directorate Information Bulletins can be accessed at http //www ojp usdoj gov/odp/docs/bulletins htm and are incorporated by reference into this sub-grant

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement

Oral and Written Agreements

A Prior Agreements All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement

B Exhibits The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits

C Commissioner's Signature This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2, OMB Circular A-21, A-87, A-102, A-110, A-122, A-133, Ex Order 12372 (intergovernmental review of federal programs), and 44 C F R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments Sub-recipients shall also comply with 2C F R Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C F R Parts 225, State and Local Governments, Part 220, Educational Institutions, and Part 230, Non-Profit Organizations Compliance with Federal Acquisition Regulation Sub-part 31 2, Contracts with Commercial organizations is required Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit

A CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended (42 U S C § 2000d et seq), (44 C F R 7 1) http //www access gpo gov/nara/cfr/waisidx 07/44cfr7 07 html

B HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U S C § 794), (44 C F R 16 101) http //edocket access gpo gov/cfr 2007/octqtr/44cfr16 101.htm , The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code http //tlo2 tlc state tx us/statutes/gv toc htm

C ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C F R § 10 8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10 1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C F R parts 1500 through 1508
http //www access gpo gov/nara/cfr/waisidx 07/40cfr1501 07 html , (44 C F R 10 1)
http //edocket access gpo gov/cfr 2007/octqtr/44cfr10 1 htm

D LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U S C § 3142) http //uscode house gov/uscode-cgi/fastweb exe?getdoc+uscview+t37t40+1733+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%29%3ACITE%20%20%20%20%20%20%20%20%20

, The Contract Work Hours & Safety Standards Act (40 U S C § 3702) http //uscode house gov/uscode-cgi/fastweb exe?getdoc+uscview+t37t40+1775+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283702%29%29%3ACITE%20%20%20%20%20%20%20%20%20 , The Copeland "Anti-Kickback" Act (18 U S C § 874) http //uscode house gov/uscode-cgi/fastweb exe?getdoc+uscview+t17t20+505+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E FREEDOM OF INFORMATION ACT – (5 U S C 552), (44 C F R 5 1)
http //edocket access gpo gov/cfr_2007/octqtr/44cfr5 1 htm

F UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U S C § 4601 et seq), which govern the treatment of persons displaced as a result of federal and federally-assisted programs, and (Federal Assurance) - (42 U S C 4601)
http //www access gpo gov/uscode/title42/chapter61_ html , (44 C F R 25 1)
http //edocket access gpo gov/cfr_2007/octqtr/44cfr25 1 htm

G FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed Reg 77141)
http //a257 g akamaitech net/7/257/2422/14mar20010800/edocket access gpo gov/2002/pdf/02-31831 pdf

H NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level http //www fema gov/emergency/nims/nims_training shtm

I PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C F R Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http //www.access gpo gov/nara/cfr/waisidx_04/28cfrv2_04 html and the Uniform Rule 28C F R Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http //www access gpo gov/nara/cfr/waisidx_03/28cfr70_03 html Sub-recipients must report any interest earned to TDEM/SAA Any interest earned in excess of $100 must, on a quarterly basis, be remitted to

United States Department of Health and Human Services
Division of Payment Management Services
P O Box 6021
Rockville, MD 20852

J AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133, 44 C F R 13 26) http //edocket access gpo gov/cfr_2007/octqtr/44cfr13 26 htm

K GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http //tlo2 tlc state tx us/statutes/gv toc htm , and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,http //info sos state tx us/pls/pub/readtac$ext TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141 Sub-recipients must also comply with 44,C F R , Part 13, http //www access gpo gov/nara/cfr/waisidx_07/44cfr13_07 html , with 2C F R Part 215
http //www access gpo gov/nara/cfr/waisidx_08/2cfrv1_08 html#215 , 2C F R Part 225, Part 220 and Part 230 Parts 220 and 230 are not available on-line at this time A link will be provided as soon as it becomes available

L PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116,
http //info sos state tx us/pls/pub/readtac$ext ViewTAC?tac_view=3&ti=1&pt=5

M PUBLICATIONS – 44 C F R , Section 13 34 http //edocket access gpo gov/cfr_2007/octqtr/44cfr13 34 htm

1 Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for

Federal government purposes (1) the copyright in any work developed under an award or sub-award, and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding

2 The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U S Department of Homeland Security"

EXHIBIT B

CERTIFICATIONS

I, Mark Henry as Mayor/County Judge of Galveston County, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds

A The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds

B The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U S C § 2000a et seq)

C As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan

D As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C F R Part 67, for prospective participants in primary covered transactions, as defined at 28C F R Part 67, Section 67 510 (Federal Certification) The Sub-recipient certifies that it and its principals and vendors

1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www epls gov and the State Debarred Vendor List
http //www window state tx us/procurement/prog/vendor performance/debarred/
2 Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification, and

4 Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default, and

5 Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification)

E Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate

F The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds

Mark Henry Jan. 19, 2011

Chief Elected Official, ~~Mayor~~/County Judge Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned, Mark Henry, as ~~Mayor~~/County Judge of the Galveston County, Texas certifies the following to the best of his knowledge and belief

A No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions

C The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U S C § 1352 Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

Mark Henry Jan. 19, 2011

Chief Elected Official, ~~Mayor~~/County Judge Date

AGENDA ITEM #39a

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

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

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

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

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

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

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

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

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

REAL PROPERTY CONFLICT

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

***

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

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

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

This Affidavit is being executed on Claim No. 39A dated January 19, 2011. (Fill in if applicable.)

Signature of Official

County Commissioner Precinct 1
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 19th day of January, 2011.

DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By· Brandy Chapman
Brandy Chapman Deputy

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

New Contracts for Sale

COMMISSIONER'S COURT BUYOUT LIST 1/19/2011 COURT ACTION DATE

No.	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
1	4/14/2010	4204-0001-0010-000	R124990	Wooley	Tom D & Melinda	16702 W Beach Rd, Jamaica Beach, TX	3/18/2010
2	4/14/2010	4204-0001-0011-000	R124991	Shubert	Linda E & Jack	16706 W Beach Rd, Jamaica Beach, TX	3/16/2010
3	4/14/2010	4204-0002-0010-000	R125003	Picone	Arthur Jr & Christy Schluter	16734 W Beach Rd, Jamaica Beach, TX	3/14/2010
4	4/14/2010	4215-0000-0002-000	R125371	Jammal	Cory T	16929 Jamaica Beach Rd, Jamaica Beach, TX	3/18/2010
5	4/14/2010	4215-0000-0003-000	R125372	Rice	William R	16925 Jamaica Beach Rd, Jamaica Beach, TX	3/18/2010
6	4/14/2010	4215-0000-0004-000	R125373	McDaniel	Micheal	16921 Jamaica Beach Rd, Jamaica Beach, TX	3/17/2010
7	4/14/2010	4215-0000-0007-000	R125376	Van Vulpen	Pauline & Betty F Wallace	16913 Jamaica Beach Rd, Jamaica Beach, TX	3/20/2010
8	4/14/2010	4215-0000-0010-000	R125379	Murphy	Anne	16930 Beachcomber, Jamaica Beach,TX	3/16/2010
9	4/14/2010	1204-0000-0024-000	R172208	McGee	Webster R	2784 Hwy 87 Gilchrist TX 77617	4/1/2010
10	4/14/2010	4050-0000-0341-000	R179218	Vandling	Weny & Robert	2578 Holiday Drive Crystal Beach, TX 77650	3/18/2010
11	4/14/2010	4980-0003-0029-000	R179403	Jacobs	Dan	963 S Stingaree Dr Crystal Beach, TX 77650	4/5/2010
12	4/14/2010	6040-0000-0029-000	R179921	Downs	Bradford K & Clara	2888 Tropicana Dr Crystal Beach TX 77650	3/16/2010
13	4/14/2010	6040-0000-0033-000	R179925	Meaux, Sr	Lamont E	2910 Tropicana Dr, Crystal Beach, TX	3/17/2010
14	4/14/2010	6040-0000-0034-000	R179926	Brown	James N , DDS	2918 Tropicana Dr, Crystal Beach, TX	3/16/2010
15	4/14/2010	6040-0000-0035-000	R179927	Wolfe	Larry	2920 Tropicana, Crystal Beach, TX	3/17/2010
16	4/14/2010	7120-0008-0011-000	R180977	Spell	Lena J	2809 Tradewinds Crystal Beach TX 77650	3/16/2010
17	4/14/2010	7120-0008-0012-000	R180978	Cowie	Mark	2793 Tradewinds Ln, Crystal Beach, TX	3/16/2010
18	4/14/2010	7120-0008-0013-000	R180979	Garza	Charles V	2789 Tradewind Ln, Crystal Beach, TX	3/16/2010
19	4/14/2010	7120-0010-0004-000	R180999	Bridwell	Ronald P	2764 Tradewind Ln, Crystal Beach, TX	3/16/2010
20	4/14/2010	7120-0011-0001-000	R181004	Franchville	Robert	2782 Tradewind Ln, Crystal Beach, TX	3/16/2010
21	4/14/2010	7120-0011-0005-000	R181008	Andrues	Paul	2794 Tradewind Ln Crystal Beach, TX 77650	3/17/2010
22	4/14/2010	7120-0011-0009-000	R181012	Salter	James A	2812 Tradewind Ln, Crystal Beach, TX	3/16/2010
23	4/21/2010	1204-0000-0002-000	R172186	Sanchez	Eddie & Elizabeth	2618 Hwy 87 Gilchrist TX 77617	4/1/2010
24	4/21/2010	1204-0000-0004-000	R172188	Konarik	Victor & Patrice	2632 Hwy 87 Gilchrist TX 77617	4/14/2010
25	4/21/2010	1204-0000-0005-000	R172189	Popejoy, Jr	Lee T	2640 Hwy 87 Gilchrist, TX 77617	4/6/2010
26	4/21/2010	1204-0000-0017-000	R172201	Miller	Michael D	2728 Hwy 87 Gilchrist TX 77617	4/14/2010
27	4/21/2010	1204-0000-0018-000	R172202	Kirkland	Gloria	2736 Hwy 87 Gilchrist TX 77617	4/14/2010
28	4/21/2010	1204-0000-0023-000	R172207	Darter	Bruce & Leonard, David	2782 Hwy 87 Gilchrist TX 77617	4/14/2010
29	4/21/2010	1204-0000-0028-000	R172212	Jones	Scot & Shannon	2810 Hwy 87 Gilchrist, TX 77617	4/8/2010
30	4/21/2010	1204-0000-0029-000	R172213	Callin	Jeff & Kay	2820 Hwy 87 Gilchrist,TX 77617	4/5/2010
31	4/21/2010	1204-0000-0032-000	R172216	Reedy	Jean M	2834 Hwy 87 Gilchrist TX 77617	4/5/2010
32	4/21/2010	1204-0000-0036-002	R172224	Sage	Hope	2866 Hwy 87 Gilchrist, TX 77617	4/12/2010
33	4/21/2010	0064-0022-0003-000	R177048	Paul	John W	1426 Hwy 87 Gilchrist TX 77617	4/9/2010
34	4/21/2010	2270-0000-0005-004	R177060	Skaggs	Willis Ray	978 Baker Ln Gilchrist, TX 77617	4/15/2010
35	4/21/2010	2935-0000-0007-000	R177068	Capen	Kyle & Mandy	972 Bluestein Gilchrist, TX 77617	4/15/2010
36	4/21/2010	2957-0002-0003-000	R177207	Oehlers	Betti Lanell & Eddie	994 Elizabeth St. Gilchrist TX 77617 Lots 3&4	4/14/2010
37	4/21/2010	2957-0002-0005-000	R177208	Oehlers	Betti Lanell & Eddie	990 Elizabeth St Gilchrist TX 77617	4/14/2010
38	4/21/2010	2957-0002-0006-000	R177209	Oehlers	Betti Lanell & Eddie	986 Elizabeth St Gilchrist TX 77617 Lots 6&7	4/14/2010
39	4/21/2010	2957-0002-0007-000	R177210	Oehlers	Betti Lanell & Eddie	980 Elizabeth St Gilchrist TX 77617	4/14/2010
40	4/21/2010	2957-0002-0008-000	R177211	Rogers	Larry & Kayley	976 Elizabeth St. Gilchrist, TX 77617	4/15/2010
41	4/21/2010	2957-0003-0003-000	R177224	Roberts	Marilyn	989 Elizabeth St Gilchrist, TX 77617	4/14/2010
42	4/21/2010	2957-0003-0004-000	R177226	Giles-Saunders	Lori	985 Elizabeth St Gilchrist TX 77617	4/14/2010

COMMISSIONER'S COURT BUYOUT LIST 1/19/2011 COURT ACTION DATE

No.	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
43	4/21/2010	2958-0001-0005-001	R177253	Hyman	Barbara S	973 Mae St Gilchrist TX 77617	4/15/2010
44	4/21/2010	2958-0002-0003-000	R177265	Livingston	Patrick J E	968 Church St Gilchrist TX 77617	4/12/2010
45	4/21/2010	3585-0011-0000-011	R177521	De Lisi	Teresa A.	986 Alicia Dr Gilchrist TX 77617	4/14/2010
46	4/21/2010	3587-0021-0006-000	R177788	Heinrich	Paul Ray	1036 Black's Slip Rd Gilchrist TX 77617	4/14/2010
47	4/21/2010	0064-0093-0000-000	R177854	Rodriguez	Janet B	1748 Highway 87 Gilchrist TX 77617	4/14/2010
48	4/21/2010	7335-0002-0004-000	R178177	Klimpt	Kelly	984-A Beaumont St Gilchrist,TX 77617	4/14/2010
49	4/21/2010	7071-0000-0057-000	R178731	McClenan	James D	3388 Sand Castle Crystal Beach TX 77650	4/12/2010
50	4/21/2010	3550-0013-0004-000	R178852	Rogers	Douglas & Marcie	3012 Cedar Lane Crystal Beach TX 7765-	4/14/2010
51	4/21/2010	3550-0013-0005-000	R178853	Taylor	Michael	3016 Cedar Lane Crystal Beach TX 77650	4/14/2010
52	4/21/2010	4050-0000-0278-000	R179159	Henney	Henry & Mary	2581 Holiday Dr Crystal Beach TX 77650	4/16/2010
53	4/21/2010	4050-0000-0329-000	R179207	Drury	Gregory P	2628 Holiday Crystal Beach TX 77650	4/14/2010
54	4/21/2010	4467-0001-0008-000	R179229	Murphy	Robert & Carolyn	3298 Treasure Ln Crystal Beach TX 77650	4/13/2010
55	4/21/2010	6275-0001-0009-000	R180411	Hawthorne	Steve A	2330 Trinidad Crystal Beach TX 77650	4/14/2010
56	4/21/2010	6755-0001-0001-000	R180587	Plunk	Mona B	2906 Gulf Dr Lots 1 & 2 Crystal Beach TX 77650	4/13/2010
57	4/21/2010	7120-0008-0009-000	R180975	Tantzen	Wendell	2817 Tradewinds Crystal Beach TX	4/7/2010
58	4/21/2010	7120-0011-0008-000	R181011	Sultan	Syed	2808 Tradewind Crystal Beach TX 77650	4/13/2010
59	4/21/2010	3956-0000-0005-000	R217391	Renfrow	Tim	1944 Avenue J Crystal Beach TX 77650	4/14/2010
60	4/21/2010	3956-0000-0010-000	R217396	Aleman	Sixto	1964 Avenue J Crystal Beach TX 77650	4/14/2010
61	4/21/2010	2700-0001-0005-000	R291679	O'Brien	Doris M	3096 James St Crystal Beach TX 77650	4/15/2010
62	4/21/2010	0064-0062-0001-000	R364510	Wright	James H	1644 Hwy 87 Gilchrist TX 77617	4/13/2010
63	4/21/2010	0064-0120-0000-001	R364697	Crouch	DeAnna	978 Geary Ln Gilchrist, TX 77617	4/9/2010
64	4/21/2010	0064-0101-0003-000	R368774	Palguta	David	988 Mazzu St Gilchrist TX 77617	4/8/2010
65	4/21/2010	1204-0000-0036-004	R375451	Sage	Hope	2872 Hwy 87 Gilchrist, TX 77617	4/12/2010
66	4/21/2010	3956-0000-0006-001	R386179	Criswell	Harold W	1948 Avenue J Crystal Beach TX 77650	4/9/2010
67	4/21/2010	4050-0000-0330-000	R405654	Drury	Gregory P	2624 Holiday Crystal Beach TX 77650	4/14/2010
68	4/21/2010	0064-0022-0003-003	R423404	Vertucci	Gerald & Sandra	1414 Hwy 87 Gilchrist TX 77617	4/14/2010
69	4/21/2010	1825-0004-0019-000	R510022	Taylor	Michael	973 Caplen Gilchrist TX 77617	4/14/2010
70	4/21/2010	7335-0002-0004-001	R511144	Klimpt	Kelly	984-B Beaumont St Gilchrist,TX 77617	4/14/2010
71	5/5/2010	1204-0000-0006-000	R172190	Sarman	Linda R	2648 Hwy 87 Gilchrist TX 77617	4/18/2010
72	5/5/2010	1204-0000-0020-000	R172204	Hancock	Doug & Gail	2752 Hwy 87 Gilchrist TX 77617	4/21/2010
73	5/5/2010	1204-0000-0030-000	R172214	Smith	Greg & Josie	2826 Hwy 87 Gilchrist TX 77617	4/21/2010
74	5/5/2010	2205-0000-0290-000	R172505	Carney	Lillie M	1412 Van Sant Gilchrist TX 77617	4/27/2010
75	5/5/2010	0054-0022-0000-000	R173821	Moore, Jr	Teddy	1188 Bryants Ln Caplen TX 77617	4/20/2010
76	5/5/2010	2210-0003-0003-000	R176944	Akin	Stephen J	989 Johnson Rd Gilchrist TX 77617	4/16/2010
77	5/5/2010	2210-0003-0007-000	R176948	Woodson	Michael	980 Lazy Lane Gilchrist,TX 77617	4/27/2010
78	5/5/2010	3585-0011-0000-003	R177512	Brett	Mary E & Joseph D	979 Alicia Dr Gilchrist TX 77617	4/16/2010
79	5/5/2010	7335-0001-0002-002	R178170	Russenberger	Frank	981 Beaumont Ave Gilchrist TX 77617	4/16/2010
80	5/5/2010	1067-0000-0090-000	R178476	Hooper	Fred D , Jr	2116 Gulf St Crystal Beach TX 77650	4/17/2010
81	5/5/2010	4050-0000-0331-000	R179208	Thornton	Patricia	2618 Holiday Dr Crystal Beach TX 77650	4/27/2010
82	5/5/2010	4050-0000-0342-000	R179219	Cramer	Alan	2574 Holiday Crystal Beach TX 77650	4/21/2010
83	5/5/2010	5135-0000-0043-000	R179477	Hebert	Alton John	849 Meynig Ln Crystal Beach TX 77650	4/27/2010
84	5/5/2010	0068-0012-0000-000	R181375	Cramer	Alan	1098 Hwy 87 Gilchrist TX 77617	4/21/2010
85	5/5/2010	6550-0006-0015-000	R186431	Hughes	Benny H & Allison	3592 Tarpon Way Crystal Beach TX 77650	4/19/2010

COMMISSIONER'S COURT BUYOUT LIST 1/19/2011 COURT ACTION DATE

No.	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
86	5/5/2010	1865-0000-0134-001	R214702	Jacobs	Dan	1142 Gulfview Rd Crystal Beach, TX 77650	4/22/2010
87	5/5/2010	3956-0000-0003-000	R217389	Neal	Paul	1940 Avenue J Crystal Beach, TX 77650	4/15/2010
88	5/5/2010	3956-0000-0011-000	R217397	Henley	Terry	1937 Avenue J Crystal Beach, TX 77650	4/15/2010
89	5/5/2010	3956-0000-0012-000	R217398	Henley	Terry	1939 Avenue J Crystal Beach, TX 77650	4/15/2010
90	5/5/2010	7335-0003-0001-001	R293733	Thornton	Jack & Jennie	982 Austin Dr Gilchrist TX 77617	4/27/2010
91	5/12/2010	4107-0000-0021-002	R170402	Wall, Jr	C H	955 James Rd Gilchrist TX 77617	4/21/2010
92	5/12/2010	2205-0000-0423-000	R172633	Nguyen	Kim	1023 Mabry Gilchrist TX 77617	4/28/2010
93	5/12/2010	1825-0004-0011-000	R176923	Rosales-Motola	Ysidoro	998 Marjorie Gilchrist TX 77617	4/27/2010
94	5/12/2010	3276-0001-0033-000	R177332	Cramer	Alan	1140 Faggards Slip Gilchrist TX 77617	4/29/2010
95	5/12/2010	3585-0011-0000-001	R177510	Fulmer	Steven L & Nancy	999 Alicia Dr Gilchrist TX 77617	4/21/2010
96	5/12/2010	5010-0000-0016-000	R177964	Mazzu	Thomas J	977 Mazzu St Gilchrist TX 77617	4/28/2010
97	5/12/2010	0064-0073-0000-000	R178142	Sartwelle	Charlie	1720 Hwy 87 Gilchrist TX 77617	4/15/2010
98	5/12/2010	4050-0000-0336-000	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	4/26/2010
99	5/12/2010	4050-0000-0337-000	R179214	Baker	John R	2590 Holiday Dr Crystal Beach TX 77650	4/26/2010
100	5/12/2010	4050-0000-0339-000	R179215	Golias	Joe	2584 Holiday Crystal Beach TX 77650	4/26/2010
101	5/12/2010	4467-0001-0001-000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	4/26/2010
102	5/12/2010	4467-0002-0001-000	R179240	Forey	Richard	3264 Pridesway Crystal Beach TX 77650	4/27/2010
103	5/12/2010	4980-0004-0027-000	R179429	Mullins	Katherine J & Robert W	968 Stingaree Dr Crystal Beach TX 77650	4/26/2010
104	5/12/2010	5335-0000-0008-000	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	4/28/2010
105	5/12/2010	6363-0001-0007-000	R180300	Cordts	E G , Jr	3550 Smiths Point Crystal Beach TX 77650	4/28/2010
106	5/12/2010	6363-0001-0009-000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	4/29/2010
107	5/12/2010	6275-0001-0012-000	R180414	Siem	Joan	2340 Trinidad Crystal Beach TX 77650	4/26/2010
108	5/12/2010	0068-0010-0000-000	R181373	Anderson	Martha E	962 Martha's Vineyard Ln Gilchrist TX 77617	4/26/2010
109	5/12/2010	3200-0000-0212-000	R216218	Ballew	Mike & Margo	1342 Emerald Dr. Crystal Beach, TX 77650	4/26/2010
110	5/12/2010	3201-0003-0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	4/23/2010
111	5/12/2010	5655-0001-0017-000	R217948	Prosl	Theodore	1990 Gulf Rd Crystal Beach TX 77650	4/22/2010
112	5/19/2010	4107-0000-0008-000	R170388	Randall	Lionel	987 Cade St Gilchrist TX 77617	4/29/2010
113	5/19/2010	1204-0000-0009-000	R172193	Shell's Gilchrist House	Kocurek,Scott L & Michelle	2670 Hwy 87 Gilchrist TX 77617	4/28/2010
114	5/19/2010	2205-0000-0126-000	R172351	Berry	Yvonne	1413 Van Sant Gilchrist TX 77617	5/3/2010
115	5/19/2010	2205-0000-0447-000	R172655	Boudreaux	David	1118 Mabry Gilchrist TX 77617	5/1/2010
116	5/19/2010	0054-0003-0000-000	R173798	Bauer	Arthur R & Gail E	990 Gordon Dr Caplen TX 77617	4/30/2010
117	5/19/2010	0064-0049-0000-000	R176666	Sisk	Dorothy	1608 Hwy 87 Gilchrist TX 77617	5/4/2010
118	5/19/2010	1590-0002-0021-000	R176684	Minocchi	Marjannie	1014 Deens St Gilchrist TX 77617	5/11/2010
119	5/19/2010	2210-0002-0011-000	R176937	Wells	Ross & Daughtry,Richard	1362 Keith Ave Gilchrist TX 77617	5/11/2010
120	5/19/2010	2210-0003-0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	4/28/2010
121	5/19/2010	2958-0001-0008-002	R177259	Atkinson	John S	988 Kirks Rd Gilchrist TX 77617	4/22/2010
122	5/19/2010	2958-0001-0009-002	R177261	Clark	Rons & Barbara	992 Kirk Rd Gilchrist TX 77617	5/4/2010
123	5/19/2010	3276-0001-0025-000	R177324	Meadows	Bobby J	1112 Faggard Slip Rd Gilchrist TX 77617	5/11/2010

COMMISSIONER'S COURT BUYOUT LIST 1/19/2011 COURT ACTION DATE

No.	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
124	5/19/2010	3585-0015-0004-000	R177548	Shonka	Frank	990 Kirkpatrick Gilchrist TX 77617	5/4/2010
125	5/19/2010	3585-0020-0006-001	R177781	Robbins	Cliff	983 French Road Gilchrist, TX 77617	5/7/2010
126	5/19/2010	5010-0000-0019-000	R177967	Mazzu	Donald J & Anna M	989 Mazzu St Gilchrist TX 77617	4/29/2010
127	5/19/2010	1067-0000-0080-000	R178467	Harvey-Schneider	Mary N & Kenneth	865 Alberdie Dr Crystal Beach TX 77650	5/5/2010
128	5/19/2010	3075-0000-0015-000	R178531	Frost	Jack	2389 Sand Drift Crystal Beach TX 77650	5/7/2010
129	5/19/2010	4050-0000-0204-000	R179087	Gaspard	Norman & Regina	2601 Breaker Crystal Beach TX 77650	5/11/2010
130	5/19/2010	6270-0001-0013-000	R180356	Hatch	Sherrye	3184 Gulf Castle Crystal Beach, TX 77650	4/14/2010
131	5/19/2010	6550-0006-0016-000	R186432	Nichols	H G , Sr estate of R Allan	3594 Tarpon Way Crystal Beach TX 77650	5/7/2010
132	5/19/2010	5134-0000-0016-000	R214294	Quinn	Robert G	1390 Gulf Crystal Beach TX 77650	5/8/2010
133	5/19/2010	3200-0000-0210-000	R216216	Burgess	James C & Irene A	1346 Emerald Dr Crystal Beach, TX 77650	4/29/2010
134	5/19/2010	3200-0000-0293-000	R216295	Unruh	James & Eulalia	803 Surfview Emerald Beach, TX 77650	5/11/2010
135	5/19/2010	3200-0000-0295-000	R216297	Follis	Ed B	1336 Emerald Dr Crystal Beach TX 77650	5/7/2010
136	5/19/2010	3200-0000-0463-000	R216444	Lees	William	1320 Emerald Dr Crystal Beach TX 77650	5/7/2010
137	5/26/2010	3735-0000-0185-000	R172154	Moe	James	1058 4th Street Gilchrist TX 77617	5/12/2010
138	5/26/2010	1825-0002-0021-000	R176896	Hornbuckle	Virginia	971 Jean Ave Gilchrist TX 77617	5/9/2010
139	5/26/2010	2958-0002-0014-000	R177277	Sanchez	Raymond & Lisa	971 Kirk Rd Gilchrist, TX 77617	5/11/2010
140	5/26/2010	3585-0003-0000-003	R177490	Coaster	Terry J & Deborah J	983 Weber Rd Gilchrist TX 77617	5/7/2010
141	5/26/2010	3585-0014-0004-000	R177539	Stoneham	Mark & Caroline	989 Kirkpatrick Gilchrist, TX 77617	5/8/2010
142	5/26/2010	6363-0001-0014-000	R180307	Conn	Dorothy A	3480 Smiths Point Crystal Beach TX 77650	5/10/2010
143	5/26/2010	3755-0001-0003-000	R216766	Calder	Dennie Ray	1990 Avenue J Crystal Beach TX 77650	5/12/2010
144	5/26/2010	3755-0001-0004-000	R216767	MacMillan	Scott & Patricia	1988 Avenue J Crystal Beach Tx 77650	5/7/2010
145	5/26/2010	3956-0000-0016-000	R217402	Dunlap	Jo Ann	1949 Avenue J Crystal Beach TX 77650	5/11/2010
146	5/26/2010	5655-0001-0001-004	R217945	MacMillan	Scott & Patricia	840 Gulf Shores Dr Crystal Beach Tx 77650	5/7/2010
147	5/26/2010	6280-0010-0003-000	R218027	Windmeyer	Don & Susan	1768 Redfish Ln Crystal Beach TX 77650	5/12/2010
148	5/26/2010	6180-0000-0052-000	R303823	Hebert	Clay J	1126 Rollover Circle Gilchrist,TX 77617	5/11/2010
149	5/26/2010	7336-0000-0001-004	R363829	Selcer	Tobias & Amanda	993 Butterfield Gilchrist TX 77617	5/11/2010
150	6/2/2010	4107-0000-0020-000	R170400	Galewsky	Harry	958 James Rd Gilchrist TX 77617	5/19/2010
151	6/2/2010	1590-0002-0016-000	R176680	Todd	Laura Ann & Monroe Lee	1038 Deens St Gilchrist TX 77617	5/14/2010
152	6/2/2010	1825-0002-0004-001	R176880	Beerer	Larry D	970 Dolly St Gilchrist TX 77617	5/18/2010
153	6/2/2010	1825-0003-0003-002	R176901	Finley	George,Larry,Carolyn	970 Jean St Gilchrist TX 77617	5/3/2010
154	6/2/2010	1825-0003-0006-000	R176903	Serafino	Aless Ann Isbell	976 Jean St Gilchrist TX 77617	5/14/2010
155	6/2/2010	2210-0001-0000-000	R176929	Blackwell	Daniel	968 Johnson Rd Gilchrist TX 77617	5/13/2010
156	6/2/2010	2957-0003-0007-001	R177232	Kaleta	Richard & Teresa	974 Mae St Gilchrist TX 77617	5/18/2010
157	6/2/2010	3276-0003-0009-000	R177404	Hellinger	Charles N	1048 Waco Gilchrist TX 77650	5/14/2010
158	6/2/2010	3585-0008-0000-007	R177504	Haddox	Ronald & Anna Lee	978 Katy St Gilchrist TX 77617	5/11/2010
159	6/2/2010	3586-0025-0006-000	R177591	Bieligk	Michael	983 Bos Rd Gilchrist TX	5/12/2010
160	6/2/2010	4110-0001-0005-000	R177841	Marcon	Howard,Anthony,Sandry	977 S Deens St Gilchrist TX 77617	5/11/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
161	6/2/2010	3075-0000-0006-000	R178520	Radley	Don/Radley Family LP	2402 Sand Drift Ln Crystal Beach TX 77650	5/18/2010
162	6/2/2010	5135-0000-0042-000	R179476	Hanson, Todd	Beachrock Trust	865 Meynig Dr Crystal Beach TX 77650	5/10/2010
163	6/2/2010	1845-0002-0016-000	R214539	Cramer	Alan	1848 Pompano Crystal Beach TX 77650	5/19/2010
164	6/2/2010	1845-0003-0004-000	R214556	Denena	Johnny	1800 Redfish Lane Crystal Beach,TX 77650	5/17/2010
165	6/2/2010	1865-0000-0143-000	R214719	Hulsey	LMH Trust	819 East Rd. Crystal Beach TX 77650	5/13/2010
166	6/2/2010	6280-0010-0001-000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	5/14/2010
167	6/2/2010	6280-0010-0006-000	R218031	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	5/21/2010
168	6/2/2010	7315-0000-0049-000	R218272	Langtree	John A	830 Alma Ln Crystal Beach, TX 77650	5/20/2010
169	6/2/2010	3276-0001-0070-001	R381412	Forsythe	Sallie & Jessie	1275 Faggards Slip Gilchrist TX 77617	5/13/2010
170	6/9/2010	2205-0000-0197-000	R172421	Wheeler	Eileen	1071 Van Sant Gilchrist TX 77617	5/25/2010
171	6/9/2010	4040-0000-0026-000	R172894	Harwell	Michael	2552 Hwy 87 Gilchrist TX 77617	5/19/2010
172	6/9/2010	4040-0000-0031-000	R172899	Stronach	Donald A & Marjorie A	2548 Hwy 87 Gilchrist TX 77617	5/26/2010
173	6/9/2010	2210-0002-0007-000	R176935	McAbee	David	1376 Keith Ave Gilchrist TX 77617	5/18/2010
174	6/9/2010	2955-0002-0013-000	R177099	Fuselier	Harold & Elaine	977 Bay St Gilchrist TX 77617	5/24/2010
175	6/9/2010	4660-0018-0009-000	R177938	Johnston	Irwin B	989 Daigle Dr Gilchrist TX 77617	5/26/2010
176	6/9/2010	5670-0000-0176-000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	5/21/2010
177	6/9/2010	7120-0002-0028-000	R180786	Arisco	Ida Joyce	915 Driftwood Dr Crystal Beach TX 77650	5/25/2010
178	6/9/2010	3201-0013-0214-000	R216693	Cribbs	C Haden, Jr	2023 Lakeview Dr Crystal Beach TX 77650	5/25/2010
179	6/9/2010	3201-0013-0215-000	R216695	Cribbs	C Haden, Jr	2025 Lakeview Dr Crystal Beach, TX 77650	5/25/2010
180	6/9/2010	6280-0010-0004-000	R218029	Umstead	Billy J & Yoriko	1774 Redfish Ln Crystal Beach TX 77650	5/24/2010
181	6/9/2010	7336-0000-0001-003	R363828	Escagne	Allen H	997 Butterfield Ln Gilchrist TX 77617	5/25/2010
182	6/16/2010	1640-0000-0001-000	R170266	Kennett	Lyn Piland	937 James Rd Gilchrist TX 77617	5/27/2010
183	6/16/2010	2119-0000-0003-001	R170357	Maynard	Glenda W	846 Miami Gilchrist TX 77617	5/26/2010
184	6/16/2010	4040-0000-0022-000	R172890	Martino	Joseph	2518 Hwy 87 Gilchrist TX 77617	5/25/2010
185	6/16/2010	1610-0001-0017-000	R176782	Beasley	William E	1965 Hwy 87 Gilchrist TX 776517	6/8/2010
186	6/16/2010	1635-0000-0080-000	R176864	Bristow	Marvin E & Patricia	1048 Beachfront Rd Gilchrist TX	6/2/2010
187	6/16/2010	2955-0002-0007-000	R177091	Johnson	Larry W	982 Gayle St Gilchrist TX 77617	5/25/2010
188	6/16/2010	2957-0002-0016-000	R177219	Goss	Randall & Lynvia	989 Margaret Gilchrist TX 77617	5/27/2010
189	6/16/2010	3585-0013-0004-000	R177531	Kurtin	Mark & Deborah	988 Faggards Slip Gilchrist TX 77617	6/8/2010
190	6/16/2010	3587-0014-0008-000	R177720	McNeill-Henney	Stephanie & Julia-Chris	1029 Gulf Supply Rd Gilchrist TX 77617	5/29/2010
191	6/16/2010	6182-0000-0001-000	R178116	Brown	Clint Wayne	1047 Joy St Gilchrist TX 77617	6/8/2010
192	6/16/2010	7336-0000-0004-001	R178203	Tabor	Richard F & Anna J	997 Geary St Gilchrist TX 77617	5/31/2010
193	6/16/2010	7120-0012-0003-000	R181015	Smales	Fred	2824 Tradewinds Crystal Beach TX 77650	6/2/2010
194	6/16/2010	1865-0000-0128-001	R214690	Hogan	Claudine	1114 Gulfview Dr Crystal Beach TX 77650	5/26/2010
195	6/16/2010	2673-0000-0005-000	R215694	Casey	Mary	1246 Gulf Rd Crystal Beach TX 77650	5/26/2010
196	6/16/2010	1251-0000-0004-000	R502584	Harrison	T W	2463 Audubon Ave Gilchrist TX 77617	5/28/2010
197	6/16/2010	1252-0000-0001-000	R512292	Harrison	T W	2502 Audubon Ave Gilchrist TX 77617	5/28/2010

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198	6/30/2010	1640-0000-0002-000	R170267	Polk	Carol J	945 James Rd Gilchrist TX 77617	6/7/2010
199	6/30/2010	2205-0000-0186-000	R172411	Brumfield	Ralph Neil & Mary Ann	1123 Van Sant Gilchrist TX 77617	6/4/2010
200	6/30/2010	4040-0000-0029-000	R172897	Duplantis	Stephen	2570 Hwy 87 Gilchrist TX 77617	5/26/2010
201	6/30/2010	1610-0001-0014-000	R176779	Black	Janie & Bradley	1026 Dolphin Gilchrist , TX 77617	6/10/2010
202	6/30/2010	2957-0001-0003-000	R177199	Weatherall	Marguerita	990 Margaret St Gilchrist TX 77617	6/7/2010
203	6/30/2010	4110-0001-0012-000	R177847	Gressett	Bea	986 Deens St Gilchrist TX 77617	6/1/2010
204	6/30/2010	4315-0001-0003-000	R177907	Arnold	Jim H & W E	989 Pontiff St Gilchrist TX 77617	6/8/2010
205	6/30/2010	5010-0000-0006-000	R177955	Emerald	A John	977 Elsie St Gilchrist TX 77617	6/2/2010
206	6/30/2010	6182-0000-0024-000	R178139	Minter	Larry V & Jo H	1101 Joy Gilchrist TX 77617	6/10/2010
207	6/30/2010	0064-0085-0000-000	R178163	Funchess	Wanda	1680 Hwy 87 Gilchrist TX 77617	6/1/2010
208	6/30/2010	7335-0002-0007-000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	6/2/2010
209	6/30/2010	1067-0000-0091-000	R178477	Bergh	Stephen S	2120 Gulf St Crystal Beach TX 77650	6/3/2010
210	6/30/2010	5135-0000-0044-000	R179478	McCarroll	Celeste	845 Meynig Dr Crystal Beach TX 77650	6/6/2010
211	6/30/2010	6363-0001-0012-000	R180305	Knight	Marc & Carole	3500 Smiths Point Crystal Beach, TX 77650	6/17/2010
212	6/30/2010	5960-0475-1017-001	R207967	Beavers	Billy & Marie	1913 Galveston Alley Port Bolivar, TX 77650	6/18/2010
213	6/30/2010	3200-0000-0127-000	R216136	Mackowski-Tomberlin	Donna	1352 Emerald Dr Crystal Beach TX 77650	5/27/2010
214	6/30/2010	3200-0000-0213-000	R216219	O'Sullivan	Janette	1340 Emerald Crystal Beach TX 77650	6/2/2010
215	6/30/2010	3755-0002-0018-000	R216790	Buntin	Robert R	1981 Avenue J Crystal Beach TX 77650	6/4/2010
216	6/30/2010	3956-0000-0007-001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	6/10/2010
217	6/30/2010	3760-0002-0064-001	R403925	Kujawa	Linda	803 Kahla St Crystal Beach,TX 77650	6/3/2010
218	7/7/2010	4215-0000-0008-000	R125377	Bank of American Home Loan Servicing LP		16905 Jamaica Beach Rd Jamaica Beach, TX 77554	4/20/2010
219	7/7/2010	2205-0000-0526-000	R172735	Rogers	Mary	1512 Mabry Gilchrist TX 77617	6/11/2010
220	7/7/2010	4040-0000-0021-000	R172889	Cramer	Alan	2512 Hwy 87 Gilchrist TX 77617	6/17/2010
221	7/7/2010	1610-0001-0012-000	R176777	Beasley	William E	1034 Dolphin St Gilchrist TX 77617	6/17/2010
222	7/7/2010	2210-0004-0007-001	R176966	White	Harold L	986 Johnson Gilchrist TX 77617	6/16/2010
223	7/7/2010	2935-0000-0010-000	R177071	Sayre	George A & Connie M	997 Bluestein Gilchrist TX 77617	6/21/2010
224	7/7/2010	2956-0002-0005-000	R177133	Orosz	Emeric	1020 N Gayle St Gilchrist TX 77617	6/22/2010
225	7/7/2010	2958-0002-0006-000	R177269	Mallet	Cecil	978 Church St Gilchrist, TX 77617	5/25/2010
226	7/7/2010	3276-0002-0026-000	R177382	McCall	Kenneth Lee	1115 Faggards Slip Rd Gilchrist TX 77617	6/20/2010
227	7/7/2010	3585-0005-0000-001	R177493	Kent	Jan	987 Weber Gilchrist TX 77617	6/21/2010
228	7/7/2010	0064-0091-0000-000	R177852	Wood	Terry	1728 Hwy 87 Gilchrist TX 77617	6/24/2010
229	7/7/2010	0064-0095-0000-000	R177853	Baccigalopi	Ted & Marcella	1794 Hwy 87 Gilchrist, TX 77617	6/16/2010
230	7/7/2010	6180-0000-0095-000	R178107	Rayburn	Michael G & Alberta A	1039 Rollover One Gilchrist TX 77617	6/9/2010
231	7/7/2010	6040-0000-0032-000	R179924	Meaux	David	2900 Tropicana Dr Crystal Beach TX 77650	6/16/2010
232	7/7/2010	6363-0001-0013-000	R180306	Golden	James S	3490 Smiths Point Crystal Beach,TX 77650	6/17/2010
233	7/7/2010	7120-0007-0007-000	R180961	Carver	David	2771 Tradewind Ln Crystal Beach,TX 77650	6/21/2010
234	7/7/2010	2670-0000-0033-000	R215566	Greenwood	Michael E	854 Buell Crystal Beach TX 77650	6/15/2010

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No.	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
235	7/7/2010	3201-0002-0044-000	R216551	Palmer	Charles D & Brenda S	800 Eastview Crystal Beach TX 77650	6/15/2010
236	7/7/2010	3956-0000-0004-000	R217390	Andrus	Jay L	1942 Avenue J Crystal Beach TX 77650	6/19/2010
237	7/7/2010	7315-0000-0003-000	R218244	Staib	Allan	827 Alma Crystal Beach, TX 77650	6/17/2010
238	7/7/2010	7315-0000-0005-000	R218246	Driscoll	Stephen	835 Alma Crystal Beach TX 77650	6/1/2010
239	7/7/2010	7120-0007-0008-000	R434029	Carver	David	2773 Tradewind Ln Crystal Beach, TX 77650	6/21/2010
240	7/28/2010	2118-0000-0001-001	R170271	Lopez	Hilda	950 Linn Gilchrist TX 77617	7/13/2010
241	7/28/2010	2119-0000-0002-001	R170356	Drago Realty Associates	Joseph P Drago	850 Miami Gilchrist, TX 77617	7/13/2010
242	7/28/2010	1204-0000-0010-000	R172194	Kantis	Dean A	2680 Hwy 87 Gilchrist,TX 77617	7/6/2010
243	7/28/2010	1204-0000-0021-000	R172205	Giossi	David	2762 Hwy 87 Gilchrist TX 77617	6/24/2010
244	7/28/2010	2205-0000-0009-000	R172239	Barnes	Diana	1058 Pennington Gilchrist TX 77617	6/30/2010
245	7/28/2010	4040-0000-0011-000	R172879	Cessac	Freddy R & Theta D	2444 Hwy 87 Gilchrist TX 77617	7/14/2010
246	7/28/2010	4040-0000-0013-000	R172881	Kantis	Dean A	2460 Hwy 87 Gilchrist,TX 77617	7/6/2010
247	7/28/2010	1590-0002-0022-000	R176685	Estes	Dwain M	1008 Deens Gilchrist TX 77617	7/2/2010
248	7/28/2010	1635-0000-0064-000	R176853	Cormier	Andrew	1110 Beachfront Gilchrist,TX 77617	7/13/2010
249	7/28/2010	2955-0002-0008-000	R177092	Cacioppo	Mary Jo	976 Gayle St Gilchrist TX 77617	7/13/2010
250	7/28/2010	2956-0002-0008-000	R177136	Williamson	Jackie & Carolyn	1010 Gayle St Gilchrist TX 77617	6/24/2010
251	7/28/2010	2956-0003-0008-002	R177153	Werner	Kenneth	1008 Margaret Rd Gilchrist TX 77617	7/13/2010
252	7/28/2010	2957-0002-0001-000	R177205	Summers	Betty	993 Margaret Rd Gilchrist TX 77617	7/13/2010
253	7/28/2010	3585-0012-0000-002	R177525	Garcia	Mary C & Cathy	981 Faggards Rd Gilchrist TX 77617	6/8/2010
254	7/28/2010	3586-0023-0004-000	R177578	McCall, Jr.	Leroy	987 Evans Gilchrist TX 77617	6/21/2010
255	7/28/2010	3586-0023-0006-000	R177580	McCall, Jr	Leroy	979 Evans Gilchrist TX 77617	6/21/2010
256	7/28/2010	3587-0014-0009-000	R177721	Randall	Mary	1033 Gulf Supply Rd Gilchrist TX	7/13/2010
257	7/28/2010	3587-0014-0011-000	R177722	Howard	John	1039 Gulf Supply Rd Gilchrist TX 77617	7/13/2010
258	7/28/2010	3587-0021-0028-000	R177799	Wang	Niki	1080 Blacks Slip Gilchrist TX 77617	6/22/2010
259	7/28/2010	7336-0000-0013-000	R178213	Cramer	Alan	993 George St Gilchrist, TX 77617	6/25/2010
260	7/28/2010	4050-0000-0019-000	R178920	Hodge	Charles W	945 Gulf Rd Crystal Beach, TX 77650	7/13/2010
261	7/28/2010	4050-0000-0332-000	R179209	Bland	Juliet & Steve	2612 Holiday Dr Crystal Beach TX 77650	6/28/2010
262	7/28/2010	6285-0000-0008-000	R180090	McFerrin(Tim Properties LLC)	Tom	2698 Gillespie Crystal Beach, TX 77650	6/29/2010
263	7/28/2010	5960-0350-0015-000	R207219	Desormeaux	Larry J	1404 Front Ave Port Bolivar, TX 77650	7/14/2010
264	7/28/2010	5960-0450-1003-001	R207888	Carter	Daniel	1810 Houston Alley Port Bolivar TX 77650	6/23/2010
265	7/28/2010	6280-0014-0009-000	R218058	LaGrappe	Bryan	841 Trout Blvd Crystal Beach TX 77650	7/14/2010
266	7/28/2010	6180-0000-0051-000	R303824	McCay	M A	1128 Rollover Cr Gilchrist TX 77617	7/14/2010
267	8/4/2010	4109-0000-0002-000	R170310	Hidalgo	Robert A	955 Smith Rd Gilchrist TX 77617	7/14/2010
268	8/4/2010	1825-0002-0004-002	R176881	Crenshaw	John E-Estate of Rosa D Cren	972 Dolly St Gilchrist TX 77617	7/16/2010
269	8/4/2010	2955-0001-0006-000	R177082	Chen	Anthony, Chi-Wa	978 Bay Street Gilchrist TX 77617	7/14/2010
270	8/4/2010	2955-0003-0004-000	R177105	Player	Craig	981 Gayle Gilchrist TX 77617	7/14/2010
271	8/4/2010	2957-0003-0006-000	R177230	Oehlers	Eddie G & Betti Lanell	975 ELIZABETH ST GILCHRIST TX 77617	7/12/2010

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272	8/4/2010	3585-0013-0006-000	R177532	Rand	Jay Ortega	982 Faggards Rd Gilchrist, TX 77617	7/6/2010
273	8/4/2010	3587-0013-0011-000	R177695	Krystaponis	James	1052 Faggards Rd Gilchrist TX 77617	7/7/2010
274	8/4/2010	6180-0000-0013-000	R178069	Grail	Thomas & Jill	1047 Rollover Cr Gilchrist TX 77617	7/15/2010
275	8/4/2010	1067-0000-0047-000	R178432	DeRouen	Jimmy D	2100 Pond Srt Crystal Beach TX 77650	7/20/2010
276	8/4/2010	7071-0000-0050-000	R178724	REDERA LLC	Lasater, Debra-Manager	3389 Sandcastle Ln Crystal Beach TX 77650	7/15/2010
277	8/4/2010	4467-0001-0004-000	R179225	Perkins	Robert & Lana	3280 Treasure Ln Crystal Beach TX 77650	7/15/2010
278	8/4/2010	6040-0000-0027-000	R179919	Cherry	Donald B	921 Bahama Dr Crystal Beach TX 77650	7/10/2010
279	8/4/2010	7120-0010-0002-000	R180997	Lanning	Michael	2754 Tradewinds Crystal Beach TX 77650	7/12/2010
280	8/4/2010	7120-0010-0003-000	R180998	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	7/12/2010
281	8/4/2010	6550-0006-0014-000	R186430	Schaumburg	George J Jr	3590 Tarpon Way Crystal Beach TX 77650	7/10/2010
282	8/4/2010	3200-0000-0126-000	R216135	Kirchoff	Steve & Jaque	1354 Emerald Ave Crystal Beach, TX 77650	7/9/2010
283	8/4/2010	3200-0000-0286-000	R216288	Barnett	Kenneth John	701 Holiday Crystal Beach TX 77650	7/17/2010
284	8/4/2010	3586-0024-0000-004	R371923	Vargas	Raul	980 Evans St Gilchrist TX 77617	7/9/2010
285	8/4/2010	0052-0009-0000-007	R389032	Fortenberry	David & Sandy	2586 Hwy 87 Gilchrist TX 77617	7/15/2010
286	8/4/2010	1825-0001-0006-000	R515250	Ingvardsen	John & Amy	975 Dolly Gilchrist TX 77617	7/12/2010
287	8/18/2010	1204-0000-0003-000	R172187	Bonnette, Jr	Randall J	2626 Hwy 87 Gilchrist TX 77617	7/26/2010
288	8/18/2010	1204-0000-0008-000	R172192	Husband	Guy B & Charlotte	2666 Hwy 87 Gilchrist TX 77617	7/22/2010
289	8/18/2010	1204-0000-0022-000	R172206	Lyday	Sandra	2770 Hwy 87 Gilchrist TX 77617	8/3/2010
290	8/18/2010	1204-0000-0033-000	R172217	Husband	Guy B & Charlotte	2844 Hwy 87 Gilchrist TX 77617	7/22/2010
291	8/18/2010	1204-0000-0040-001	R172231	Husband	Guy B & Charlotte	2898 Hwy 87 Gilchrist TX 77617	7/22/2010
292	8/18/2010	2205-0000-0255-000	R172472	Perkins	Terry & Dixie	1244 Van Sant Gilchrist TX 77617	7/30/2010
293	8/18/2010	2956-0003-0011-000	R177156	Lovett	Charles Allen	1011 Gayle St Gilchrist TX 77617	7/15/2010
294	8/18/2010	6755-0002-0004-000	R180594	Robach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	7/20/2010
295	8/18/2010	7120-0012-0005-000	R181017	Langtree	John A	2830 Tradewinds Ln Crystal Beach TX 77650	5/20/2010
296	8/18/2010	5960-0424-0007-000	R207564	Simpson	George H	1706 Houston Alley Port Bolivar, TX 77650	8/3/2010
297	8/18/2010	5134-0000-0006-000	R214287	O'Brian	Russell	1398 Gulf St Crystal Beach TX 77650	7/19/2010
298	8/18/2010	5134-0000-0015-000	R214293	McCool	Richard H & Shirley A	805 Sandollar Cr Crystal Beach TX 77650	8/3/2010
299	8/18/2010	3755-0001-0005-000	R216768	REDERA LLC	Debra Lasater-Manager	1984 Ave J Crystal Beach TX 77650	7/20/2010
300	8/25/2010	2956-0002-0006-000	R177134	Walker	Alice M	1018 Gayle St N Gilchrist TX 77617	8/3/2010
301	8/25/2010	2957-0002-0015-000	R177218	Montgomery	Frederick & Melinda	985 Margaret Rd Gilchrist TX 77617	7/1/2010
302	8/25/2010	2958-0002-0000-001	R177262	First Baptist Church		1952 Hwy 87 Gilchrist TX 77617	8/4/2010
303	8/25/2010	3586-0028-0007-000	R177609	Kemble	Kenneth	979 Legers St Gilchrist TX 77617	7/13/2010
304	8/25/2010	7335-0003-0006-000	R178196	Broussard	Harry L	988 Austin Dr Gilchrist TX 77617	8/4/2010
305	8/25/2010	4050-0000-0210-000	R179091	Peninsula Beach Properties LL	Walters, Charles	2629 Breaker Dr Crystal Beach TX 77650	8/8/2010
306	8/25/2010	2670-0000-0024-000	R215560	Maniha	Michael W	840 Buell Crystal Beach, TX 77650	8/2/2010
307	9/1/2010	1825-0002-0019-000	R176893	Grillo	Delores	975 Jean St Gilchrist TX 77617	8/24/2010
308	9/1/2010	2956-0004-0006-000	R177167	Hanks	Willie B & Mildred	1018 N Elizabeth St Gilchrist, TX 77617	8/9/2010

COMMISSIONER'S COURT BUYOUT LIST 1/19/2011 COURT ACTION DATE

No.	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
309	9/1/2010	6285-0000-0016-000	R180097	Kline	Sandra	2740 Gillespie Crystal Beach TX 77650	8/10/2010
310	9/1/2010	6755-0001-0003-000	R180588	Hebert	Anne K	2904 Gulf Rd Crystal Beach TX 77650	8/14/2010
311	9/1/2010	6755-0001-0005-000	R180589	Henley	Terry & Jane	2914 Gulf Dr Crystal Beach TX 77650	8/3/2010
312	9/1/2010	6550-0006-0017-000	R186433	Metzger	Clarence J & Ruth	3596 Tarpon Way Crystal Beach TX 77650	8/13/2010
313	9/1/2010	7725-0009-0003-000	R213209	Puritscher-Sauceda	Augustine	4418 Heron St.Hitchcock TX 77563	8/24/2010
314	9/1/2010	7725-0015-0041-000	R213389	Michaels	Maris Marlene	4738 Mallard Hitchcock TX 77563	8/24/2010
315	9/1/2010	1845-0003-0013-000	R214562	Krebs/Reedy	Stephen P/Rex	1830 Redfish Ln Crystal Beach TX 77650	8/23/2010
316	9/1/2010	1945-0001-0001-000	R215473	Stephens	Elmer	1798 Redfish Ln Crystal Beach TX 77650	8/23/2010
317	9/1/2010	3755-0001-0007-000	R216770	ROBB	ALAN	1976 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
318	9/1/2010	3755-0001-0009-000	R216772	ROBB	ALAN	1968 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
319	9/1/2010	4165-0000-0080-002	R217678	Phipps	Barry & Peggy	821 Tinkle Ln Crystal Beach, TX 77650	8/23/2010
320	9/1/2010	2875-0000-0029-000	R221797	Bertanzi	Ronald	365 Atkinson Crystal Beach TX 77650	7/27/2010
321	9/1/2010	5465-0000-0022-000	R222017	Maniha	Joyce	113 Ocean Shores Crystal Beach, TX 77650	8/12/2010
322	9/8/2010	2955-0002-0006-000	R177090	Kirkpatrick	Henry	986 Gayle St Gilchrist TX 77617	8/20/2010
323	9/8/2010	7725-0028-0015-000	R213576	Curran	Patricia J	4812 Bayou Ln Hitchcock TX 77563	8/23/2010
324	9/8/2010	1865-0000-0121-000	R214684	Eschete-Hatchik	Karen A	824 East Rd Crystal Beach TX 77650	8/20/2010
325	9/8/2010	1865-0000-0122-001	R214685	Eschete-Hatchik	Karen A	820 East Rd. Crystal Beach TX 77650	8/20/2010
326	9/8/2010	1865-0000-0122-002	R214686	Eschete-Hatchik	Karen A	818 East Rd Crystal Beach TX 77650	8/20/2010
327	9/8/2010	2671-0000-0003-000	R215574	Kline	Sandra	849 Lazy Ln Crystal Beach TX 77650	8/22/2010
328	9/8/2010	3200-0000-0508-000	R216488	Kline	Sandra	773 Townsend Crystal Beach TX 77650	8/22/2010
329	9/15/2010	4187-0000-0000-013	R125430	Bradley	Elizabeth	16501 Jamaica Beach Rd Jamaica Beach, TX 77554	8/23/2010
330	9/15/2010	4040-0000-0025-000	R172893	Schoeman	Cary	2534 Hwy 87 Gilchrist, TX 77617	8/24/2010
331	9/15/2010	2210-0003-0025-000	R176965	Quinn	Lisa & Phillip	1355 Keith Ave Gilchrist TX 77617	9/1/2010
332	9/15/2010	7120-0010-0001-000	R180996	McCracken	Ronald L	2750 Tradewind Crystal Beach TX 77650	8/29/2010
333	9/15/2010	1845-0002-0008-000	R214532	Brewer	Roy V	1816 Pompano Ln Crystal Beach TX 77650	8/14/2010
334	9/22/2010	4315-0002-0004-000	R177916	Heriaud	Albert	984 Pontiff St Gilchrist TX 77617	9/5/2010
335	9/22/2010	2900-0003-0001-000	R215872	Cribbs	C Haden	1865 Croaker St Crystal Beach TX 77650	9/1/2010
336	9/22/2010	2119-0000-0007-000	R170361	Armstrong	Doris M	830 Miami St Gilchrist TX 77617	9/1/2010
337	9/22/2010	3755-0001-0006-000	R216769	Buntin	Robert R	1980 Avenue J Crystal Beach TX 77650	9/1/2010
338	9/29/2010	1204-0000-0001-000	R172185	Emerald	A John	2610 Hwy 87 Gilchrist TX 77617	9/14/2010
339	9/29/2010	3585-0011-0000-008	R177517	Golden/Estate of Luann Golde	Dewey Kent	989 Alicia Dr Gilchrist, TX 77617	9/8/2010
340	9/29/2010	0064-0116-0000-000	R178055	Deasy	Mike W & Kathie	967 Bauer St Gilchrist, TX 77617	9/10/2010
341	9/29/2010	4980-0004-0028-000	R179430	Freeman	Bill & Patricia	966 S Stingaree Crystal Beach, TX 77650	9/6/2010
342	9/29/2010	6270-0001-0018-000	R180361	Davis	Barry J & Roberta Rita	3168 Gulf Castle Crystal Beach TX 77650	8/31/2010
343	9/29/2010	3200-0000-0016-000	R216034	Spiker	Renea	950 Wommack Crystal Beach, TX 77650	9/8/2010
344	9/29/2010	1610-0004-0010-001	R309443	Davis	Charles	1047 Buck Shot Gilchrist TX 77617	9/8/2010

COMMISSIONER'S COURT BUYOUT LIST 1/19/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
345	10/6/2010	3276-0002-0012-000	R177372	Hilligiest	Jerry	1061 Faggards Slip Gilchrist TX 77617	9/13/2010
346	10/6/2010	3586-0029-0017-000	R177613	Miranda	Leslie & David	984 Legers St Gilchrist TX 77617	9/14/2010
347	10/6/2010	4660-0019-0008-000	R177948	Butler	H Joseph	988 Daigle Dr Gilchrist TX 77617	9/16/2010
348	10/6/2010	3201-0003-0047-000	R216554	Bennett	Darlene B	2028 Seaside Crystal Beach TX 77650	9/15/2010
349	10/6/2010	3956-0000-0078-000	R217465	Kelly	Byron & Karen	1951 Avenue G Crystal Beach, TX 77650	9/15/2010
350	10/6/2010	5152-0000-0010-000	R221412	Kay	Judy H	429 Atkinson Crystal Beach TX 77650	9/13/2010
351	10/6/2010	2956-0005-0004-002	R422906	Castleberry	Robert Keith	1028 Mae St Gilchrist TX 77617	8/31/2010
352	10/13/2010	7336-0000-0001-001	R178199	Wukoson	Sue	983 Butterfield Gilchrist TX 77617	9/20/2010
353	10/13/2010	5960-0500-1011-000	R208049	Barton	Ed W	2023 Galveston Ave Port Bolivar, TX 77650	9/30/2010
354	10/13/2010	3201-0010-0199-000	R216680	Doucet	Jerry S & Mary F	2024 Crestview Crystal Beach, TX 77650	9/21/2010
355	10/27/2010	1590-0002-0004-000	R176670	Gaston	Sharon	1041 Deens St Gilchrist TX 77617	9/15/2010
356	10/27/2010	7070-0000-0022-000	R178694	Mason	Brad & Monica	3390 Sand Castle Crystal Beach TX 77650	10/6/2010
357	10/27/2010	0068-0008-0000-000	R181371	Shaddock	Carroll, Trustee	932 Martha's Vineyard Ln Gilchrist, TX 77650	9/15/2010
358	11/3/2010	1610-0001-0000-001	R176763	Tucker	Bruce	1045 Mae St Gilchrist TX 77617	7/29/2010
359	11/3/2010	1635-0000-0048-000	R176848	Malley	Michael G	1160 Beachfront Gilchrist TX 77617	9/15/2010
360	11/10/2010	1204-0000-0016-000	R172200	Flint	Edward & Patsy W	2718 Hwy 87 Gilchrist, TX 77617	10/13/2010
361	11/10/2010	0064-0094-0000-000	R177855	Moujaes	Alfred G & Maria	1772 Hwy 87 Gilchrist, TX 77617	10/18/2010
362	11/10/2010	7725-0023-0009-000	R213415	Baer	Douglas E	4504 Swan Dr Hitchcock TX 77563	10/18/2010
363	11/17/2010	3587-0002-0013-000	R177641	Fischer	John & Shirley	1057 Hamm Rd Gilchrist TX 77617	10/20/2010
364	11/17/2010	4467-0001-0006-000	R179227	Vickery	Arnold A	3288 Treasure Ln Crystal Beach TX 77650	10/29/2010
365	11/17/2010	7725-0010-0024-000	R213247	Dieringer	Debra L	4723 Crane Hitchcock TX 77563	10/28/2010
366	11/24/2010	1204-0000-0011-000	R172195	Orlandi	Marc & Cheryl	2690 Hwy 87 Gilchrist TX 77617	11/7/2010
367	11/24/2010	5335-0000-0005-000	R179577	Shulsky	Joe /Sewal,Barry	2178 Noisy Waves Crystal Beach TX 77650	11/6/2010
368	12/1/2010	7335-0002-0018-000	R178188	Fazelimanesh	Ardeshire & Karen	975 Austin Dr Gilchrist TX 77617	11/12/2010
369	12/1/2010	3201-0004-0054-000	R216561	Mapps	Jana	2012 Seaside Crystal Beach TX 77650	11/1/2010
370	12/15/2010	3587-0020-0071-000	R177778	Sherman,Sr	Jimmy Lee& Judith E	1175 Black's Slip Gilchrist TX 77617	8/23/2010
371	12/15/2010	7120-0001-0020-000	R180753	Porter	Charles F & Betty	907 Sandune Dr Crystal Beach TX 77650	11/16/2010
372	1/5/2011	4040-0000-0003-000	R172871	Fischer	John & Shirley	2394 Hwy 87 Gilchrist TX 77617	12/14/2010
373	1/5/2011	4040-0000-0004-000	R172872	Fischer	John & Shirley	2400 Hwy 87 Gilchrist TX 77617	12/14/2010
374	1/5/2011	4040-0000-0006-000	R172874	Connolly	Thomas	2408 Hwy 87 Gilchrist TX 77617	12/15/2010
375	1/5/2011	3585-0012-0000-003	R177526	Brown	James	985 Faggards Rd Gilchrist TX 77617	11/29/2010
376	1/5/2011	3585-0012-0000-004	R177527	Guthrie	Harry H & Beverly A	989 Faggard Rd Gilchrist TX 77617	12/9/2010
377	1/5/2011	7335-0002-0016-000	R178186	Self	Connie M	987 Austin Dr Gilchrist TX 77617	12/8/2010
378	1/5/2011	1865-0000-0040-000	R515056	Clarke	Kenton	815 S O'neal Crystal Beach TX 77650	12/14/2010
379	**1/19/2011**	**3276-0001-0051-002**	**R377619**	**Gassen**	**Natalie Kay**	**1234 Faggard Slip Rd Gilchrist TX 77617**	**12/21/2010**

Contracts to be signed on 1/19/2011	**1**
Total Contracts	**379**

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 21 day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Natalie Kay Gassen, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 1234 Faggard Slip Rd Gilchrist TX 77617, Legal Description ABST 64 PAGE 9 LOTS 51 THRU 57 & 1/2 OF LOT 58 (51-2) BLK 1 FAGGARD SLIP EXTN

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$35,827.51** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$35,827.51** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$115,000 00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$43,800.00** and structural damage from wind insurance of **$28,875.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0 00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$5,445.01** for certain repairs for which receipts were provided have been added

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 21st day of December, 2010

Seller Signature

Natalie Kay Gassen
Seller Printed Name

Galveston County

By ~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest

~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

R377619

AGENDA ITEM #39b

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

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

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

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

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

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

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

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

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

REAL PROPERTY CONFLICT

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

***

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

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

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

This Affidavit is being executed on Claim No. 39b dated January 19, 2011 (Fill in if applicable.)

Signature of Official

County Commissioner Precinct 1
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 19th day of January, 2011

DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By: Brandy Chapman
Brandy Chapman Deputy

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

Revised (Final) Contracts for Sale

COMMISSIONER'S COURT BUYOUT LIST OF AMENDED CONTRACTS 1/19/2011 COURT ACTION DATE

No.	New Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
1	9/8/2010	4215-0000-0003-000	R125372	Rice	William R	16925 Jamaica Beach Rd Jamaica Beach, TX 77554	8/26/2010	5/26/2010
2	9/8/2010	3550-0013-0005-000	R178853	Taylor	Michael	3016 Cedar Lane Crystal Beach TX 77650	8/18/2010	4/21/2010
3	9/8/2010	4050-0000-0336-000	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	8/27/2010	5/12/2010
4	9/8/2010	5335-0000-0008-000	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	8/27/2010	5/12/2010
5	9/8/2010	6040-0000-0034-000	R179926	Brown	James N , DDS	2918 Tropicana Dr Crystal Beach TX 77650	8/13/2010	4/14/2010
6	9/8/2010	6363-0001-0007-000	R180300	Cordts	E G , Jr	3550 Smiths Point Crystal Beach TX 77650		5/12/2010
7	9/8/2010	7120-0010-0004-000	R180999	Bridwell	Ronald P	2764 Tradewind Ln Crystal Beach TX 77650	8/5/2010	4/14/2010
8	9/8/2010	3956-0000-0010-000	R217396	Aleman	Sixto	1964 Avenue J Crystal Beach TX 77650	8/27/2010	4/21/2010
9	9/15/2010	4215-0000-0007-000	R125376	Van Vulpen	Pauline&Betty F Wallace	16913 Jamaica Beach Rd Jamaica Beach, TX 77554		4/14/2010
10	9/15/2010	7335-0002-0007-000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	8/31/2010	6/30/2010
11	9/15/2010	7335-0003-0006-000	R178196	Broussard	Harry L	988 Austin Dr Gilchrist TX 77617	8/30/2010	8/25/2010
12	9/15/2010	3201-0003-0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	9/3/2010	5/21/2010
13	9/22/2010	3956-0000-0006-001	R386179	Criswell	Harold W & Mary E	1948 Avenue J Crystal Beach TX 77650	9/3/2010	4/21/2010
14	9/22/2010	2957-0002-0007-000	R177210	Oehlers	Betti	980 Elizabeth St Gilchrist TX 77617	9/3/2010	4/21/2010
15	9/22/2010	1825-0004-0019-000	R510022	Taylor	Michael & Debra	973 Caplen Gilchrist TX 77617	9/3/2010	4/21/2010
16	9/22/2010	7071-0000-0057-000	R178731	McClenan	James D & Ellene	3388 Sand Castle Crystal Beach TX 77650	9/13/2010	4/21/2010
17	9/22/2010	2957-0002-0006-000	R177209	Oehlers	Betti	986 Elizabeth St Gilchrist TX 77617	9/7/2010	4/21/2010
18	10/6/2010	1825-0004-0011-000	R176923	Rosales-Motola	Ysidoro	998 Marjorie Gilchrist TX 77617	9/23/2010	5/12/2010
19	10/6/2010	3587-0021-0006-000	R177788	Heinrich	Paul Ray	1036 Black's Slip Rd Gilchrist TX 77617	8/22/2010	4/21/2010
20	10/6/2010	4467-0001-0001-000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	8/22/2010	5/12/2010
21	10/6/2010	2700-0001-0005-000	R291679	O'Brien	Doris M	3096 James St Crystal Beach TX 77650	9/23/2010	4/21/2010
22	10/13/2010	6550-0006-0016-000	R186432	Nichols	H G , Sr estate of R Allan	3594 Tarpon Way Crystal Beach TX 77650	9/30/2010	5/7/2010
23	10/13/2010	3200-0000-0293-000	R216295	Unruh	James & Eulalia	803 Surfview Emerald Beach, TX 77650	9/29/2010	5/11/2010
24	10/13/2010	3200-0000-0295-000	R216297	Follis	Ed B	1336 Emerald Dr Crystal Beach TX 77650	9/30/2010	5/7/2010
25	10/13/2010	5655-0001-0017-000	R217948	Prosl	Theodore	1990 Gulf Rd Crystal Beach TX 77650	9/28/2010	4/20/2010
26	10/20/2010	2205-0000-0290-000	R172505	Carney	Lillie M	1412 Van Sant Gilchrist TX 77617	10/6/2010	5/5/2010
27	10/20/2010	0064-0049-0000-000	R176666	Sisk	Dorothy	1608 Hwy 87 Gilchrist TX 77617	10/1/2010	5/19/2010
28	10/20/2010	2957-0003-0003-000	R177224	Roberts	Marilyn	989 Elizabeth St Gilchrist, TX 77617		4/21/2010
29	10/20/2010	5135-0000-0043-000	R179477	Hebert	Alton John	849 Meynig Ln Crystal Beach TX 77650	10/6/2010	5/5/2010
30	10/20/2010	7120-0011-0008-000	R181011	Sultan	Syed	2808 Tradewind Crystal Beach TX 77650	10/6/2010	4/21/2010
31	10/20/2010	6280-0010-0001-000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	9/30/2010	6/2/2010
32	10/20/2010	6280-0010-0006-000	R218031	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	10/1/2010	6/2/2010
33	10/27/2010	1204-0000-0021-000	R172205	Giossi	David	2762 Hwy 87 Gilchrist TX 77617	10/14/2010	7/28/2010
34	10/27/2010	1825-0002-0004-001	R176880	Beerer	Larry D	970 Dolly St Gilchrist TX 77617	10/12/2010	6/2/2010
35	10/27/2010	3585-0014-0004-000	R177539	Stoneham	Mark & Caroline	989 Kirkpatrick Gilchrist, TX 77617	10/12/2010	5/26/2010

COMMISSIONER'S COURT BUYOUT LIST OF AMENDED CONTRACTS 1/19/2011 COURT ACTION DATE

No.	New Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
36	10/27/2010	3956-0000-0011-000	R217397	Henley	Terry	1937 Avenue J Crystal Beach, TX 77650	10/15/2010	5/5/2010
37	10/27/2010	3956-0000-0012-000	R217398	Henley	Terry	1939 Avenue J Crystal Beach, TX 77650	10/15/2010	5/5/2010
38	10/27/2010	7315-0000-0049-000	R218272	Langtree	John A	830 Alma Ln Crystal Beach, TX 77650	10/14/2010	6/2/2010
39	11/3/2010	1640-0000-0001-000	R170266	Kennett	Lyn Piland	937 James Rd Gilchrist TX 77617	10/14/2010	6/16/2010
40	11/3/2010	4107-0000-0020-000	R170400	Galewsky	Harry	958 James Rd Gilchrist TX 77617	10/7/2010	6/2/2010
41	11/3/2010	2205-0000-0447-000	R172655	Boudreaux	David	1118 Mabry Gilchrist TX 77617	10/21/2010	5/19/2010
42	11/3/2010	0054-0022-0000-000	R173821	Moore, Jr	Teddy	1188 Bryants Ln Caplen TX 77617	10/5/2010	5/5/2010
43	11/3/2010	2210-0003-0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	10/15/2010	5/19/2010
44	11/3/2010	2957-0002-0003-000	R177207	Oehlers	Betti Lanell & Eddie	994 Elizabeth St Gilchrist TX 77617	10/6/2010	4/21/2010
45	11/3/2010	2957-0002-0005-000	R177208	Oehlers	Betti Lanell & Eddie	990 Elizabeth St Gilchrist TX 77617	10/6/2010	4/21/2010
46	11/3/2010	5670-0000-0176-000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	10/21/2010	6/9/2010
47	11/3/2010	6363-0001-0009-000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	10/21/2010	5/12/2010
48	11/3/2010	3755-0001-0004-000	R216767	MacMillan	Scott & Patricia	1988 Avenue J Crystal Beach Tx 77650	10/13/2010	5/26/2010
49	11/3/2010	5655-0001-0001-004	R217945	MacMillan	Scott & Patricia	840 Gulf Shores Dr Crystal Beach Tx 77650	10/13/2010	5/26/2010
50	11/10/2010	1204-0000-0032-000	R172216	Reedy	Jean M	2834 Hwy 87 Gilchrist TX 77617	10/20/2010	4/21/2010
51	11/10/2010	2957-0003-0007-001	R177232	Kaleta	Richard & Teresa	974 Mae St Gilchrist TX 77617	10/22/2010	6/2/2010
52	11/10/2010	4980-0004-0027-000	R179429	Mullins	Katherine J & Robert W	968 Stingaree Dr Crystal Beach TX 77650	10/26/2010	5/12/2010
53	11/10/2010	7120-0008-0012-000	R180978	Cowle	Mark	2793 Tradewinds Ln Crystal Beach TX 77650	10/25/2010	4/14/2010
54	11/10/2010	7120-0010-0002-000	R180997	Lanning	Michael	2754 Tradewinds Crystal Beach TX 77650		8/4/2010
55	11/10/2010	7120-0011-0005-000	R181008	Andrues	Paul	2794 Tradewind Ln Crystal Beach, TX 77650	10/21/2010	4/14/2010
56	11/17/2010	1640-0000-0002-000	R170267	Polk	Carol J	945 James Rd Gilchrist TX 77617	11/2/2010	6/30/2010
57	11/17/2010	4109-0000-0002-000	R170310	Hidalgo	Robert A	955 Smith Rd Gilchrist TX 77617	11/5/2010	8/4/2010
58	11/17/2010	4040-0000-0021-000	R172889	Cramer	Alan	2512 Hwy 87 Gilchrist TX 77617	11/5/2010	7/7/2010
59	11/17/2010	4040-0000-0022-000	R172890	Martino	Joseph	2518 Hwy 87 Gilchrist TX 77617	11/4/2010	6/16/2010
60	11/17/2010	1610-0001-0012-000	R176777	Beasley	William E	1034 Dolphin St Gilchrist TX 77617	11/4/2010	7/7/2010
61	11/17/2010	3200-0000-0126-000	R216135	Kirchoff	Steve & Jaque	1354 Emerald Ave Crystal Beach, TX 77650	10/24/2010	8/4/2010
62	12/1/2010	6755-0002-0004-000	R180594	Robach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	11/12/2010	8/18/2010
63	12/22/2010	2205-0000-0255-000	R172472	Perkins	Terry & Dixie	1244 Van Sant Gilchrist TX 77617	12/3/2010	8/18/2010
64	12/22/2010	3585-0011-0000-011	R177521	De Lisi	Teresa A	986 Alicia Dr Gilchrist TX 77617	11/19/2010	4/21/2010
65	12/22/2010	7120-0007-0007-000	R180961	Carver	David	2771 Tradewind Ln Crystal BeachTX 77650	12/3/2010	7/7/2010
66	12/22/2010	7120-0007-0008-000	R434029	Carver	David	2773 Tradewind Ln Crystal Beach TX 77650	12/3/2010	7/7/2010
67	1/5/2011	7120-0010-0003-000	R180998	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	12/10/2010	8/4/2010
68	1/5/2011	1865-0000-0134-001	R214702	Jacobs	Dan	1142 Gulfview Rd Crystal Beach TX 77650	10/10/2010	5/5/2010
69	1/5/2011	3956-0000-0003-000	R217389	Neal	Paul	1940 Avenue J Crystal Beach TX 77650	12/8/2010	5/5/2010
70	1/19/2011	1204-0000-0040-001	R172231	Husband	Guy B & Charlotte	2898 Hwy 87 Gilchrist TX 77617	7/22/2010	8/18/2010
71	1/19/2011	2205-0000-0009-000	R172239	Barnes	Diana	1058 Pennington Gilchrist TX 77617	12/29/2010	7/28/2010
72	1/19/2011	2955-0001-0006-000	R177082	Chen	Anthony, Chi-Wa	978 Bay Street Gilchrist TX 77617	12/31/2010	8/4/2010

COMMISSIONER'S COURT BUYOUT LIST OF AMENDED CONTRACTS 1/19/2011 COURT ACTION DATE

No.	New Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
73	1/19/2011	2956-0004-0006-000	R177167	Hanks	Willie B & Mildred	1018 N Elizabeth St. Gilchrist TX 77617	12/30/2010	9/1/2010
74	1/19/2011	3585-0012-0000-002	R177525	Garcia	Mary C & Cathy	981 Faggards Rd Gilchrist TX 77617	12/23/2010	7/28/2010
75	1/19/2011	0064-0091-0000-000	R177852	Wood	Terry	1728 Hwy 87 Gilchrist TX 77617	1/3/2011	7/7/2010
76	1/19/2011	6180-0000-0013-000	R178069	Grail	Thomas & Jill	1047 Rollover Cr Gilchrist TX 77617	1/6/2011	8/4/2010
77	1/19/2011	6182-0000-0001-000	R178116	Brown	Clint Wayne	1047 Joy St Gilchrist TX 77617	12/2/2010	6/16/2010
78	1/19/2011	7336-0000-0013-000	R178213	Cramer	Alan	993 George St Gilchrist TX 77617	12/29/2010	7/28/2010
79	1/19/2011	1067-0000-0091-000	R178477	Bergh	Stephen S.	2120 Gulf St Crystal Beach TX 77650	1/5/2011	6/30/2010
80	1/19/2011	6755-0001-0005-000	R180589	Henley	Terry & Jane	2914 Gulf Dr. Crystal Beach TX 77650	12/27/2010	9/1/2010
81	1/19/2011	2670-0000-0033-000	R215566	Greenwood	Michael E	854 Buell Crystal Beach TX 77650	1/3/2011	7/7/2010
82	1/19/2011	3956-0000-0016-000	R217402	Dunlap	Jo Ann	1949 Avenue J Crystal Beach TX 77650	12/30/2010	5/26/2010
83	1/19/2011	7315-0000-0003-000	R218244	Staib	Allan	827 Alma Crystal Beach TX 77650	12/30/2010	7/7/2010

Revised Contracts to be signed on 1/19/2011	14
Total Revised Contracts	83

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 22nd day of July 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Guy Husband & Charlotte Husband**, **("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit· 2898 Hwy 87 Gilchrist TX 77617, Legal Description· ABST 52 J DUNMAN SUR W 100 FT OF LOT 40 (401), ABST 52 J DUNMAN SUR E 1/2 OF LOT 37 (37-0) LACY ARMOUR UNRECORDED SUR, ABST 52 J DUNMAN LOTS 38 & 39 UNRECD S/D S OF HWY OUT OF L ARMOUR 973 AC TR 200 FT ON HWY X 400 MORE OR LESS TO GULF, and ABST 52 J DUNMAN SUR PT OF LOT 40 (40-3) LACY ARMOUR UNREC SUB LACY ARMOUR UNREC SUB

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$728,486.79** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$728,486.79** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$1,010,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$109,612.50** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$70,928.22** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R172231(F)

11. **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 22nd day of July, 2010

Seller Signature

Guy Husband & Charlotte Husband
Seller Printed Name

Seller Signature

Guy Husband & Charlotte Husband
Seller Printed Name

Galveston County

By: ~~**James D. Yarbrough**~~ Mark ~~Henry~~
County Judge

Attest:

~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

2172231.F

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 29th day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Diana Barnes, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 1058 Pennington Gilchrist TX 77617, Legal Description ABST 52 LOT 9 CANAL CITY

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$26,882.91** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$26,882.91** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$74,500.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$38,656.12** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2172251 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 29th day of December, 2010

Diana Barnes
Seller Signature

Diana Barnes
Seller Printed Name

Galveston County

By: Mark Henry
~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest: Dwight A. Sullivan
~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

R172239(E)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 31st day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Anthony, Chi-Hwa Chen, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 978 Bay Street Gilchrist TX 77617, Legal Description ABST 64 E FRANKS LOT 6 BLK 1 and SOUTH 1/2 OF LOT 5 BLK 1 DELMAR ADDN NO 1

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$83,750.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$83,750.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$155,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$100,000.00** and structural damage from wind insurance of **$40,522.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added. The Texas General Land office (GLO) is contributing up to $65,000 00 toward the required 25% local match The GLO contribution specific to your offer is $16,250 00 Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $90,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R177082 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 3rd day of December, 2010

Seller Signature

Anthony, Chi-Hwa Chen
Seller Printed Name

Galveston County

By: ~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest: ~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

R177082

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 30th day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Willie Hanks & Mildred Hanks, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly *described as follows, to-wit 1018 N Elizabeth St Gilchrist, TX 77617, Legal Description* ABST 64 E FRANKS LOT 6 BLK 4 DELMAR ADDN 2

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$13,125.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$13,125.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$110,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$62,100.00** and structural damage from wind insurance of **$66,703.60** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$8,763.50** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $17,500 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide *appraisals of such improvements as is required by* **County** *The value of the improvements allowed to be* removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, *and will not claim any such benefits*

2177107 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 30th day of December, 2010

x Willie Hanks by Mildred Hanks
Seller Signature

Willie Hanks
Seller Printed Name

x Mildred Hanks
Seller Signature

Mildred Hanks
Seller Printed Name

Galveston County

By: ~~James D. Yarbrough~~ Mark Henry
County Judge

Attest: Dwight D. Sullivan
~~Mary Ann Daigle~~ Dwight Sullivan
County Clerk

2177167 (E)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 23rd day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Mary Garcia, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 981 Faggards Rd Gilchrist TX 77617, Legal Description Abstract 64, E Franks, S 50 OF N 305 OF W 60 FT, Lot 12, Gilchrist, S-D 50 X 60 FT

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$54,000.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$54,000.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$220,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$143,000.00** and structural damage from wind insurance of **$73,226.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added. The Texas General Land office (GLO) is contributing up to $65,000 00 toward the required 25% local match The GLO contribution specific to your offer is $13,500 00 Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $54,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2177525 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 23rd day of December, 2010

Mary Castro Garcia
Seller Signature

Mary Garcia
Seller Printed Name

_____
Seller Signature

Mary Garcia
Seller Printed Name

Galveston County

By: _____
~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest: Dwight D. Sullivan
_____
~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

2177525 (E)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 3rd day of January, 2018, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Terry Wood**, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 1728 Hwy 87 Gilchrist TX 77617, Legal Description ABST 64 PAGE 6 E FRANKS SUR TR 91 0 719 ACRS

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale.

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$114,693.75** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$114,693.75** payable at closing after the acceptance of this Agreement and approval of **Seller's** title.

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$207,500.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$54,575.00** and **$0 00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2177852 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 3rd day of January, 2011

Terry Wood

Cindy Wood

Seller Signature

Terry Wood
Seller Printed Name

Galveston County

By:
~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest:
~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

2177852 (F.

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 6th day of January, ~~2010,~~ 2011 by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Thomas Grail & Jill Grail, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: *1047 Rollover Cr Gilchrist TX 77617, Legal Description Abstract 64, E Franks, Lots 13 & 14,* Rollover on the Bay

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$148,845.73** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$148,845.73** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$259,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$60,539.03** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for *which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of* **$0.00** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2178069 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 6th day of January, ~~2010~~ 2011

x Thomas Grail
Seller Signature

Thomas Grail
Seller Printed Name

x Jill Grail
Seller Signature

Jill Grail
Seller Printed Name

Galveston County

By: Mark Henry
~~**James D. Yarbrough**~~
County Judge

Attest: Dwight A. Sullivan

~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

2178069(E)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 2nd day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Clint Wayne Brown, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly *described as follows, to-wit* 1047 *Joy St Gilchrist TX 77617, Legal Description* ABSTRACT 64 E FRANKS LOTS 1,2 & 3 ROLLOVER VILLA S-D & 10 FT X 156 FT S OF & ADJ

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$73,723.61** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$73,723.61** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$150,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$52,460.08** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$758.22** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 2nd day of December, 2010

Seller Signature

Clint Wayne Brown
Seller Printed Name

Galveston County

By: ~~James D. Yarbrough~~ Mark Henry
County Judge

Attest:

~~Mary Ann Daigle~~ Dwight Sullivan
County Clerk

RM8116 (E)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 29th day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Alan Cramer**, **("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 993 George St Gilchrist, TX 77617, Legal Description Abstract 64, E Franks, Lot 13, Vizard 2nd Addition, 50 X 261 7 FT, Schlanke Vizard 2nd Addition & IMPS, and ABST 64 E FRANKS E 30 FT LOT 11 & ALL LOT 12 VIZARD 2ND ADDN 80 X 261 7 FT

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$162,000.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$162,000.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$426,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$224,000.00** and structural damage from wind insurance of **$34,720.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $216,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 29th day of December, 2010

Alan Cramer
Seller Signature

Alan Cramer
Seller Printed Name

Galveston County

By: ~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest:

~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

2178213 (E)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 5th day of January, 2018, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Stephen S. Bergh, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 2120 Gulf St Crystal Beach TX 77650, Legal Description ABST 65 PAGE 3 LOT 91 and 92 ALBERDIE ADDN NO 1

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$262,500.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$262,500.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$585,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$236,500.00** and structural damage from wind insurance of **$59,125.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$937.33** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $350,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2178477 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 5th day of January, 2010

Seller Signature

Stephen S Bergh
Seller Printed Name

Galveston County

By: ~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest:

~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

2178477(E)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 27th day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Terry Henley & Jane Henley, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit *2914 Gulf Dr Crystal Beach TX 77650, Legal Description ABST 65 PAGE 10 LOT 5 & E 25* FT OF LOT 4 BLK 1 STINGAREE COVE ADDN

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$112,500.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$112,500.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$255,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$90,000.00** and structural damage from wind insurance of **$62,254.35** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) *for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of* **$0.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $150,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2180589 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 27th day of December, 2010

Seller Signature

Terry Henley
Seller Printed Name

Seller Signature

Jane Henley
Seller Printed Name

Galveston County

By: ~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest: ~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

2180589

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 3rd day of January, ~~2010,~~ 2011 by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Michael Greenwood and Kay Greenwood, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 854 Buell Crystal Beach TX 77650, Legal Description. Lots 33 & 34, Cloon Sub #1, Abstract 179, Page 9

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$41,250.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$41,250.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$210,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$172,782.00** and structural damage from wind insurance of **$47,907.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $55,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2215566 (F)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 3rd day of January, ~~2010~~ 2011

X Michael E. Greenwood
Seller Signature

Michael Greenwood
Seller Printed Name

X Kay E. Greenwood
Seller Signature

Kay Greenwood
Seller Printed Name

Galveston County

By: Mark Henry
~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest: Dwight R. Sullivan
~~**Mary Ann Daigle**~~: Dwight Sullivan
County Clerk

2215566 (E)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 30th day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Jo Ann Dunlap**, **("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 1949 Avenue J Crystal Beach TX 77650, Legal Description ABST 179 PAGE 16 LOT 16 HI POINT BEACH ADDN

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$151,900.79** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$151,900.79** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$360,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$130,752.08** and **$27,372.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$658.46** for certain repairs for which receipts were provided have been added

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2217402 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 30th day of December, 2010

Seller Signature

Jo Ann Dunlap
Seller Printed Name

Galveston County

By: ~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest:

~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

2717402

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 30th day of December, 2010, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Allan Staib, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 827 Alma Crystal Beach, TX 77650, Legal Description Lots 1, 2, 3 and part of Lot 4, Vidorian Unrecorded Sub , Abstract 179, Page 10

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$235,504.76** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$235,504.76** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$374,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$59,993.65** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

2218744 (E)

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale,** that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 30th day of December, 2010

x _____ x _____

Seller Signature

Allan Staib
Seller Printed Name

Galveston County

By: _____
~~**James D. Yarbrough**~~ Mark Henry
County Judge

Attest: _____
~~**Mary Ann Daigle**~~ Dwight Sullivan
County Clerk

R218244(E)

AGENDA ITEM #39c

An SAIC Company

January 11, 2011

To: John Simsen, Galveston County Emergency Management Coordinator

From: Thad Leugemors, Project Manager

Re: Galveston County FEMA Hazard Mitigation Grant Program (HMGP) Buyout Program Application Deadline Recommendation

Dear Mr Simsen·

In November of 2010 FEMA approved the final group of HMGP Buyout Program applicants submitted by BDR to the Texas Department of Emergency Management (TDEM) on behalf of Galveston County (County) To date, all eligible applicants have been notified of their acceptance and have been instructed on how to participate in the program Most applicants have responded, however, there remains a subset of applicants who have neither participated in nor opted out of the program The terms of the grant dictate that the project must be completed by January 15, 2012 which is two years from the award date The buyout process from applicant response through closing to demolition and closeout can take as long as seven months In addition, several of the remaining properties to be purchased and demolished are located in turtle nesting zones that cannot be disturbed between March 15th and October 1st Finally, after all properties have been purchased and demolished the grant must be closed out, TDEM must conduct inspections and the files must be prepared for audit In order to complete the Buyout Program within the prescribed timeframe a deadline must be set for applicants to participate It is my recommendation that a deadline of March 1, 2011 be set for applicants to participate in the program With your concurrence, BDR will notify all applicants of this deadline in writing and instruct them again on how to participate Those that do not respond will be considered as having opted out This will allow enough time for the remaining properties to be purchased and demolished and the grant closed out prior to the grant deadline

Please verify your concurrence with this recommendation

Concurrence

1/19/11
Date

2301 LUCIEN WAY SUITE 120, MAITLAND, FL 32751 t 321 441 8500 f 321 441 8501 beckdr com

AGENDA ITEM #39d

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.txdps.state.tx.us

STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
ALLAN B. POLUNSKY, CHAIR
C. TOM CLOWE, JR.
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH

January 4, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody, Suite 200
Galveston, TX 77550

RE *Approval for Galveston County Elevation Project DR-1791-070*

Dear Judge Henry

Congratulations! Your project request for funding under the Hazard Mitigation Grant Program (HMGP) is approved by the Federal Emergency Management Agency (FEMA) and the State of Texas. The project number is DR-1791-070. This number should be used as a reference on all documents and correspondence. Under the terms of your application and the below listed conditions, you are authorized to elevate one property identified in your application. You will be reimbursed for up to 75% of eligible project costs, and your cost share match requirement is at least 25% of total project cost. The federal share award for this grant is $959,501.00.

The Jurisdiction, as Sub-grantee, must ensure that:

1. Only those specific properties approved in the official HMGP file submitted to the State and FEMA Region will be eligible for funding under this grant award.

2. The sub-grantee obtains a flood development permit from the local Floodplain Administrator and that all construction meets or exceeds State and Local building codes and standards,

3. The Sub-grantee must follow all applicable local, State and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substance. If any unusual substance or extraordinary amounts of the aforementioned substances are encountered, the Sub-grantee will contact the State and the relevant agency with authority for regulation of the substance.

4 Any contract for service associated with this project, must be issued in accordance with Local, State, and Federal laws The Jurisdiction, as Sub-grantee, must ensure that their procurement by-laws include the following verbiage This amendment commonly requires action by the city council or county commissioner's court It should be accomplished before making any payments to applicants

"When participating in the State's Mitigation Grant Programs for individual windstorm shelters or property elevations, the individual property owner involved may be selected as the primary contractor without going through the sub-grantee's normal bid process, and will not be subject to the normal contractor bonding requirements, however, payments to the homeowner are capped at the level of funding originally requested for that address, are limited to reimbursement of expenses incurred, and are payable only after the project is complete unless otherwise indicated by the grant approval documents"

5 Contract material and labor costs must be specific and considered reasonable, "cost plus" type contracts will not be acceptable For any contract awarded, a copy of the contract will be forwarded to the State with the first quarterly report following award, along with a report from the Excluded Parties List System (www epls gov) showing that the chosen contractor is not currently excluded

The action identified in this project application was Categorically Excluded (CATEX) from the need to prepare an Environmental Impact Statement in accordance with 44 CFR 10 8(d)(2)(xv) No extraordinary circumstances were identified and copies of the CATEX are enclosed (Enclosure 1)

Since this project affects a floodplain, the Sub-grantee must prepare a final Public Notice in accordance with Executive Order 11988 and 44 CFR 9 12 (e) By regulation, the Sub-grantee is prohibited from drawing funds for a period of fifteen (15) days following the date of the Public Notice Please provide a copy of the Public Notice to the following.

Texas Emergency Management Division
Attn Mildred Reno, Mitigation Section
P O Box 4087
Austin, Texas 78773-0226

This project must be completed within 2 years The performance period for this grant is December 9, 2010 to December 9, 2012 This means your project must be completed by December 9, 2012 or sooner The performance period can be extended, if necessary, but only unusual circumstances In order to request an extension, the sub-grantee must submit a formal written request to the State 90 days prior to the expiration of the performance period and must include a justification for the extension The justification must also demonstrate that work is in progress and that it can be completed within the extended performance period

Quarterly progress reports are required in accordance with 44 CFR 206 438(c), and should be submitted to the below named state project officer no later than October 15th, January 15th, April 15th, and July 15th of each year until the project is completed (Enclosure 2)

Requests for reimbursement for expenses may be quarterly (as a minimum) during the grant performance period Payments are usually made within 21 days of receipt of complete and accurate documentation (Enclosure 3)

The final 15% of Federal funding ($11,587 00) will be withheld until both the project and the final audit are completed As notification that the project has concluded and is ready for the final audit, the sub-grantee will submit the Certificate of Completion, signed by the chief elected official or his/her designated representative, along with a final quarterly report containing a recap of all project expenditures Final project payments will be made based upon the certificate of completion, and the final inspection and audit by our staff (Enclosure 4)

If you have received over $500,000 00 total funding from Federal programs, you will be required to provide DEM with a copy of your audit performed per OMB Circular No. A-133 for this year

Please contact our Disaster Program Auditor, at (512) 424-2426 for further information on audit requirements All HMGP grants are subject to Federal audit Therefore, all records must be maintained for 3 years from the date of completion and close out of the project or upon receipt of final payment, whichever is later

If you have any questions or concerns, please contact your State Project Officer, Shirley Mayes at 713-967-7010 or via email at shirley mayes@associates dhs gov

Sincerely,

W Nim Kidd, CEM
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WNK ew

Enclosures. 1 – Record of Environmental Consideration
2 – Quarterly Progress Report Form
3 – Payment Request Form
4 – Certificate of Completion

Cc: Mr John Simson, Emergency Management Coordinator
Mr Thad Leugemors, Galveston Mitigation Project Management Consultant

U S Department of Homeland Security
FEMA Region 6
800 North Loop 288
Denton, TX 76209-3698

FEMA

September 13, 2010

MEMORANDUM FOR: R Kent Baxter, Hazard Mitigation Assistance Branch Chief

FROM: Kevin Jaynes, CHMM, Regional Environmental Officer KJ

SUBJECT HMGP DR-1791-TX, Project #70, Elevation of Seven Residences, Galveston County, Texas

The purpose of this memorandum is to notify you that the Hazard Mitigation Grant Program (HMGP) project for the proposed elevation of six residential structures in Galveston County, Texas, has been cleared with conditions under the National Environmental Policy Act (NEPA). One additional property, 1015 Madison Avenue Lat· 29.377766, Long· -94 768288), Port Bolivar, TX, was added to this project and therefore a new Record of Environmental Consideration (REC) has been issued which supersedes the original REC dated April 22, 2010. The Code of Federal Regulations, 44 CFR Part 10, requires that the Federal Emergency Management Agency (FEMA) take into account environmental considerations when authorizing or approving major actions This project has been determined to be categorically excluded in accordance with 44 CFR Part 10.8(d)(2)(xv) from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with 44 CFR 10.8(d)(3) have been identified regarding this action. The applicant must ensure it complies with all conditions set forth in the attached Record of Environmental Consideration (REC) Failure to comply with these conditions may jeopardize federal assistance including funding.

Please note that this transmittal is a notification that this project has been cleared under NEPA only. **This is not a notice of final approval or eligibility.** Any change beyond the approved scope of work for this project will require additional environmental review by FEMA

cc: Connie Dill, Hazard Mitigation Specialist

Enclosures: Record of Environmental Consideration (REC)

Record of Environmental Consideration

See 44 Code of Federal Regulation Part 10

Project Name/Number: HMGP DR-1791-TX, Project #70, Elevation of Six Residences

Project Location: Galveston County, Texas

1	4423 Leonetti Ln, Dickinson, TX	(Lat. 29 459996; Long -95 021631),
2	207 Overton, Port Bolivar, TX	(Lat 29 37347, Long. -94 77699) [corrected],
3	1202 Overton Ave , Port Bolivar, TX	(Lat. 29 38006, Long -94.76813) [corrected],
4	1419 Nelson, Port Bolivar, TX	(Lat 29 38150, Long -94 76567) [corrected],
5	1415 Quarles Street, Port Bolivar, TX	(Lat 29 38363, Long -94 76815) [corrected],
6	1041 Sage, Crystal Beach TX	(Lat 29 444317, Long. -94 666338);
7	1015 Madison Avenue, Port Bolivar, TX	(Lat 29 377766, Long· -94 768288)

NOTE This Record of Environmental Consideration (REC) supersedes the REC dated April 22, 2010, because one additional property (1015 Madison Avenue) was added to the project in June 2010.

Project Description: The proposed HMGP project is to elevate seven residences The foundation types to be used will be open foundation with either timber piles or steel pipe piles with concrete columns and grade beams. In some cases the structure will be placed in a new location within the property boundaries Elevation methods will include jack elevation and slab separation with jack elevation depending on the existing and proposed foundation type per property This project will reduce the impact of future flooding events to these structures

Documentation Requirements

☐ No Documentation Required **(Review Concluded)**

☐ **(Short version)** All consultation and agreements implemented to comply with the National Historic Preservation Act, Endangered Species Act, and Executive Orders 11988, 11990 and 12898 are completed and no other laws apply **(Review Concluded)**

☒ **(Long version)** All applicable laws and executive orders were reviewed Additional information for compliance is attached to this REC

National Environmental Policy Act (NEPA) Determination

☐ Statutorily excluded from NEPA review. **(Review Concluded)**
☐ Programmatic Categorical Exclusion - **(Review Concluded)**
☒ Categorical Exclusion - Category (xv)
  ☒ No Extraordinary Circumstances exist
    Are project conditions required? ☒ Yes (see section V) ☐ No **(Review Concluded)**
  ☐ Extraordinary Circumstances exist (See Section IV)
    ☐ Extraordinary Circumstances mitigated. (See Section IV comments)
      Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Environmental Assessment
☐ Supplemental Environmental Assessment (Reference EA or PEA in comments)
☐ Environmental Impact Statement

Comments 44 CFR 10.8 (d)(2)(xv) "Repair, reconstruction, restoration, elevation, retrofitting, upgrading to current codes and standards, or replacement of any facility in a manner that substantially conforms to the preexisting design, function, and location"

Reviewer and Approvals

☐ Project is Non-Compliant (See attached documentation justifying selection)

FEMA Environmental Reviewer
Name Dorothy Weir, Environmental Specialist
Signature Dorothy Weir Date 9/13/10

FEMA Regional Environmental Officer or delegated approving official.
Name: Kevin Jaynes, CHMM, Regional Environmental Officer
Signature [signature] Date 9/13/10

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

☐ Not type of activity with potential to affect historic properties **(Review Concluded)**
☐ Applicable executed Programmatic Agreement Otherwise, conduct standard Section 106 review
- ☐ Activity meets Programmatic Allowance #
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

HISTORIC BUILDINGS AND STRUCTURES

☐ No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**
☒ Building or structure listed or 45/50 years or older in project area and activity not exempt from review
- ☒ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
  Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
- ☐ Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
  - ☐ Property a National Historic Landmark and National Park Service was provided early notification during the consultation process If not, explain in comments
  - ☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
    Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
  - ☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
    - ☐ Resolution of Adverse Effect completed (MOA on file)
      Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**

ARCHEOLOGICAL RESOURCES

☒ Project affects only previously disturbed ground **(Review Concluded)**
☐ Project affects undisturbed ground
- ☐ Project area has no potential for presence of archeological resources
  - ☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file) **(Review Concluded)**
- ☐ Project area has potential for presence of archeological resources
  - ☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)
    Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
  - ☐ Determination of historic properties affected
    - ☐ NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file)
      Are project conditions required ☐Yes (see section V) ☐ No **(Review Concluded)**
    - ☐ NR eligible resources present in project area (FEMA finding/ SHPO/THPO concurrence on file)
      - ☐ No Adverse Effect Determination (FEMA finding/ SHPO/THPO concurrence on file)

Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Adverse Effect Determination (FEMA finding/ SHPO/THPO concurrence on file)
☐ Resolution of Adverse Effect completed (MOA on file)
Are project conditions required? ☐ Yes (see section V) ☐ No
(Review Concluded)

Comments "Not eligible for listing in the National Register of Historic Places. Project May Proceed" "No Historic Properties Affected Project May Proceed"
Correspondence/Consultation/References SHPO correspondence dated May 4, 2009 and July 2, 2010

B. Endangered Species Act

☐ No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action **(Review Concluded)**
☒ Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action
☒ No effect to species or designated critical habitat.
Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
☐ May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Likely to adversely affect species or designated critical habitat
☐ Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments Based on a review of Texas federally-listed Threatened and Endangered species and habitat identification, the scope of work for this project would not likely affect threatened or endangered species
Correspondence/Consultation/References Endangered Species Summary and Habitat Identification Consultation, dated December 4, 2008

C. Coastal Barrier Resources Act

☒ Project is not on or connected to CBRA Unit or Otherwise Protected Area **(Review Concluded)**
☐ Project is on or connected to CBRA Unit or Otherwise Protected Area (FEMA determination/USFWS consultation on file)
☐ Proposed action an exception under Section 3505 a 6 **(Review Concluded)**
☐ Proposed action not excepted under Section 3505 a 6
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments None
Correspondence/Consultation/References

D. Clean Water Act

☒ Project would not affect any waters of the U S **(Review Concluded)**
☐ Project may affect waters, including wetlands, of the U S
☐ Project exempted as in kind replacement or other exemption. **(Review Concluded)**
☐ Project may require Section 404/401/or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments "We do not anticipate significant long-term environmental impacts from this project"
Correspondence/Consultation/References Katherine Nelson, TCEQ, correspondence dated September 24, 2009

E. Coastal Zone Management Act

☐ Project is not located in a coastal zone area and does not affect a coastal zone area **(Review concluded)**
☒ Project is located in a coastal zone area and/or affects the coastal zone
☒ State administering agency does not require consistency review **(Review Concluded)**
☐ State administering agency requires consistency review
Are project conditions required? ☐ YES (see section V) ☒ NO **(Review Concluded)**

Comments Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO
Correspondence/Consultation/References Coastal Coordination Council (CCC) General Concurrence #5

F. Fish and Wildlife Coordination Act

☒ Project does not affect, control, or modify a waterway/body of water. **(Review Concluded)**
☐ Project affects, controls or modifies a waterway/body of water
- ☐ Coordination with USFWS conducted
  - ☐ No Recommendations offered by USFWS **(Review Concluded)**
  - ☐ Recommendations provided by USFWS
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments None
Correspondence/Consultation/References

G. Clean Air Act

☒ Project will not result in permanent air emissions **(Review Concluded)**
☐ Project is located in an attainment area **(Review Concluded)**
☐ Project is located in a non-attainment area
- ☐ Coordination required with applicable state administering agency
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments None
Correspondence/Consultation/References

H. Farmland Protection Policy Act

☒ Project does not affect designated prime or unique farmland **(Review Concluded)**
☐ Project causes unnecessary or irreversible conversion of designated prime or unique farmland
- ☐ Coordination with Natural Resource Conservation Commission required
  - ☐ Farmland Conversion Impact Rating, Form AD-1006, completed
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments None
Correspondence/Consultation/References

I. Migratory Bird Treaty Act

☐ Project not located within a flyway zone **(Review Concluded)**
☒ Project located within a flyway zone
- ☒ Project does not have potential to take migratory birds
  Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
- ☐ Project has potential to take migratory birds
  - ☐ Contact made with USFWS
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments None
Correspondence/Consultation/References Migratory Bird Central Flyway Map - http //www centralflyway org/Show_Flyway_Maps html, accessed September 13, 2010

J. Magnuson-Stevens Fishery Conservation and Management Act

☒ Project not located in or near Essential Fish Habitat **(Review Concluded)**
☐ Project located in or near Essential Fish Habitat
- ☐ Project does not adversely affect Essential Fish Habitat
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
  - ☐ NOAA Fisheries provided no recommendation(s)
    Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
  - ☐ NOAA Fisheries provided recommendation(s)
    - ☐ Written reply to NOAA Fisheries recommendations completed
      Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments None
Correspondence/Consultation/References

K. Wild and Scenic Rivers Act

☒ Project is not along and does not affect Wild or Scenic River (WSR) - **(Review Concluded)**
☐ Project is along or affects WSR
- ☐ Project adversely affects WSR as determined by NPS/USFS **FEMA cannot fund the action** (NPS/USFS/USFWS/BLM consultation on file) **(Review Concluded)**
- ☐ Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments None
Correspondence/Consultation/References Wild and Scenic Rivers website, http //www rivers gov/wildriverslist html, accessed September 13, 2010

L. Other Relevant Laws and Environmental Regulations

Asbestos Hazard Emergency Response Act (AHERA): If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP)

II. Compliance Review for Executive Orders

A. E.O. 11988 – Floodplains

☐ No Effect on Floodplains/Flood levels and project outside Floodplain - **(Review Concluded)**
☒ Located in Floodplain or Effects on Floodplains/Flood levels
- ☐ No adverse effect on floodplain and not adversely affected by the floodplain
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded).**
- ☒ Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
  - ☒ 8 Step Process Complete - documentation on file
    Are project conditions required? ☒ YES (see section V) ☐ NO **(Review Concluded)**

Comments The project is located within the "A" zone, area of 100-yr flooding, and the "V" zone, area of 100 year coastal flooding with velocity per Flood Insurance Rate Map (FIRM) panels 4815690010A, dated February 16, 1983, and 4854700217E, 4854700175F, and 4854700123F, dated July 5, 1993 Initial Disaster Public Notice was published on October 19, 2008 The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss 8-step checklist attached
Correspondence/Consultation/References

B. E.O. 11990 – Wetlands

☒ No Effects on Wetland(s) and project located outside Wetland(s) - **(Review Concluded)**
☐ Located in Wetland or effects Wetland(s)
- ☐ Beneficial Effect on Wetland - **(Review Concluded)**
- ☐ Possible adverse effect associated with constructing in or near wetland
  - ☐ Review completed as part of floodplain review
  - ☐ 8 Step Process Complete - documentation on file
  - Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments A review of the National Wetland Inventory (NWI) online mapper, accessed on September 13, 2010, 2010, for the sites indicates that the areas are not located within a designated wetland
Correspondence/Consultation/References

C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

☒ No Low income or minority population in, near or affected by the project - **(Review Concluded)**
☐ Low income or minority population in or near project area
- ☐ No disproportionately high and adverse impact on low income or minority population- **(Review Concluded)**
- ☐ Disproportionately high or adverse effects on low income or minority population
  - Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments None
Correspondence/Consultation/References Signed Environmental Statement, John Simsen, Emergency Management Coordinator, dated February 18, 2010

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments None
Correspondence/Consultation/References

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue If the circumstance can be mitigated, please explain in comments If no, leave blank

Yes
- ☐ (i) Greater scope or size than normally experienced for a particular category of action
- ☐ (ii) Actions with a high level of public controversy
- ☐ (iii) Potential for degradation, even though slight, of already existing poor environmental conditions,
- ☐ (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks,
- ☐ (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources,
- ☐ (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention,

- ☐ (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers,
- ☐ (viii) Potential for adverse effects on health or safety, and
- ☐ (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment
- ☐ (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves

Comments None

V. Environmental Review Project Conditions

General comments None

Project Conditions

1. In the event that archeological deposits, including any Native American pottery, stone tools, bones, or human remains, are uncovered, the project shall be halted and the applicant shall stop all work immediately in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds All archeological findings will be secured and access to the sensitive area restricted. The applicant will inform FEMA immediately and FEMA will consult with the State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office (THPO) and Tribes and work in sensitive areas cannot resume until consultation is completed and appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act (NHPA)

2. If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP)

3. Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files

4. Applicant must prepare and provide Public Notice issued 15 days prior to the start of construction of any final decision where proposed floodplain or wetland project is the only practicable alternative

5. The applicant is required to obtain and comply with all local, state and federal permits, approvals and requirements prior to initiating work on this project

6. Changes, additions, and/or supplements to the approved scope of work, including additional work not funded by FEMA but performed substantially at the same time, will require re-submission of the application prior to construction to FEMA for re-evaluation under the National Environmental Policy Act.

Monitoring Requirements None

Disaster/Program HMGP
Reviewer Dorothy Weir

Project No HMGP-DR-1791-TX Project #70
Date 9-13-2010

EXECUTIVE ORDER 11988

FLOODPLAIN MANAGEMENT – CHECKLIST (44 CFR Part 9)

TITLE: Galveston County Elevation of Seven Residences

PROPOSED ACTION: Elevate at or above BFE.

APPLICABLILITY: Actions which have the potential to affect floodplains or their occupants, or which are subject to potential harm by location in floodplains.

☐**YES** ☒**NO** The proposed action could potentially adversely affect the floodplain

Remarks

☒**YES** ☐**NO** The proposed action could potentially be adversely affected by the floodplain

Remarks

IF ANSWER IS NO, REVIEW IS COMPLETED, OTHERWISE CONTINUE WITH REVIEW.

Mark the review steps required per applicability: ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8

CRITICAL ACTION:

☐**YES** **Review against 500 Year floodplain**

☒**NO** **Review against 100 Year floodplain**

STEP NO. 1 **Determine whether the proposed action is located in the 100-year floodplain (500-year floodplain for critical actions);**

Flood Hazard data available (check the box that applies)

☒YES ☐NO The project is located in a 100 Year floodplain as mapped by FIRM Panel Nos 4815690010A, dated February 16, 1983, and 4854700217E, 4854700175F, and 4854700123F, dated July 5, 1993

☐YES ☒NO The project is located in a 500 Year floodplain as mapped by FIRM Panel No , Dated

☐YES ☒NO The project is located in a floodplain as mapped by a FEMA draft/preliminary study Name Dated

☐YES ☒NO The project is located in a floodplain as mapped by the local community Name Dated

☐YES ☒NO The project is located in a floodplain as mapped by another Agency (State, Corps, USGS, NRCS, and etc) Agency, Name Dated ,

Flood Hazard data not available

☐YES ☐NO The proposed action is subject to flooding based on evaluation from soil surveys, aerial photos, site visits and other available data Evaluation material used in determination

☐YES ☐NO FEMA assumes the proposed action is subject to flooding based upon on previous flooding of the facility/structure

IF ANY OF THE ANSWERS ARE YES, CONTINUE WITH THE FOLLOWING STEPS, OTHERWISE REVIEW IS COMPLETE.

STEP NO. 2 **Notify the public at the earliest possible time of the intent to carry out an action in a floodplain, and involve the affected and interested public in the decision-making process.**

☒ Notice was provided as part of a disaster cumulative notice

☐ Project Specific Notice was provided by

Type of Public Notice

- ☒ Newspaper (Galveston County Daily News, Houston Chronicle)
- ☐ Post Site, (location)
- ☐ Broadcast, (station)
- ☐ Direct Mailing, (area)
- ☐ Public Meeting,
- ☐ Other

Date October 19, 2008

STEP NO. 3 **Identify and evaluate practicable alternatives to locating the proposed action in a floodplain (including alternatives sites, actions and the "no action" option). If a practicable alternative exists outside the floodplain, FEMA must locate the action at the alternative site.**

Alternative Options

☐YES ☒NO	Is there a practicable alternative site location outside of the 100-Year floodplain?
	Site location
☐YES ☒NO	For Critical Actions, is there a practicable alternative site location outside of the 500-Year floodplain?
	Site location
☐YES ☒NO	Is there a practicable alternative action outside of the 100-Year floodplain that will not affect the floodplain?
	Alternative action
☐YES ☒NO	Is the NO Action alternative the most practicable alternative?

Project is elevation of 7 residences Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files

IF ANY ANSWER IS YES, THEN FEMA SHALL TAKE THAT ACTION AND THE REVIEW IS CONCLUDED.

STEP NO. 4 **Identify the potential direct and indirect impacts associated with the occupancy or modification of floodplains and the potential direct and indirect support of floodplain development that could result from the proposed action. 44CFR Part 9.10**

☐YES ☒NO	Is the Proposed Action based on incomplete information?
☒YES ☐NO	Is the proposed action in compliance with the NFIP?
☐YES ☒NO	Does the proposed action increase the risk of flood loss?
☐YES ☒NO	Will the proposed action result in an increased base discharge or increase the flood hazard potential to other properties or structures?

☒YES ☐NO Does the proposed action minimize the impact of floods on human health, safety and welfare?

☐YES ☒NO Will the proposed action induce future growth and development, which will potentially adversely affect the floodplain?

☐YES ☒NO Does the proposed action involve dredging and/or filling of a floodplain?

☐YES ☒NO Will the proposed action result in the discharge of pollutants into the floodplain?

☐YES ☒NO Does the proposed action avoid long and short-term adverse impacts associated with the occupancy and modification of floodplains?

☐YES ☒NO Will the proposed action result in any indirect impacts that will affect the natural values and functions of floodplains?

NOTE: If wetlands are near or potentially affected, refer review to the Environmental Section.

☐YES ☒NO Will the proposed action forego an opportunity to restore the natural and beneficial values served by floodplains?

☐YES ☒NO Does the proposed action restore and/or preserve the natural and beneficial values served by floodplains?

☒YES ☐NO Will the proposed action result in an increase to the useful life of a structure or facility?

STEP NO. 5 **Minimize the potential adverse impacts and support to or within floodplains to be identified under Step 4, restore and preserve the natural and beneficial values served by floodplains.**

☒YES ☐NO Were flood hazard reduction techniques (see technical bulletins) applied to the proposed action to minimize the flood impacts if site location is in the 100-Year floodplain?

If No, Identify Flood Hazard Reduction Techniques required as a condition of the grant

☒YES ☐NO Were avoidance and minimization measures applied to the proposed action to minimize the short and long term impacts on the 100-Year floodplain?

If no, identify measures required as a condition of the grant

☐YES ☒NO Were measures implemented to restore and preserve the natural and beneficial values of the floodplain

If no, identify measures required as a condition of the grant

If any answer is no, explain why

Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files

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STEP NO. 6 **Reevaluate the proposed action to determine first, if it is still practicable in light of its exposure to flood hazards, the extent to which it will aggravate the hazards to others, and its potential to disrupt floodplain values and second, if alternatives preliminarily rejected at Step 3 are practicable in light of the information gained in Steps 4 and 5. FEMA shall not act in a floodplain unless it is the only practicable location.**

☒YES ☐NO	The action is still practicable at a floodplain site in light of the exposure to flood risk and ensuing disruption of natural values,
☒YES ☐NO	The floodplain site is the only practicable alternative
☒YES ☐NO	There is no potential for limiting the action to increase the practicability of previously rejected non-floodplain sites and alternative actions
☒YES ☐NO	Minimization of harm to or within the floodplain can be achieved using all practicable means
☒YES ☐NO	The action in a floodplain clearly outweighs the requirement of E.O 11988

STEP NO. 7 **Prepare and provide the public with a finding and public explanation of any final decision that the floodplain is the only practicable alternative.**

☐ Final Notice was provided as part of the floodplain notice See EO 11988 checklist.

☐ Notice was provided as part of a disaster cumulative notice.

☒ Project Specific Notice was provided by Galveston County

Type of Public Notice

- ☐ Newspaper, (name)
- ☐ Post Site, (location.)
- ☐ Broadcast, (station)
- ☐ Direct Mailing, (area)
- ☐ Public Meeting, (dates)
- ☐ Other

Date of Public Notice To Be Determined

Applicant must prepare and provide Public Notice issued 15 days prior to the start of construction of any final decision where proposed floodplain or wetland project is the only practicable alternative

After providing the final notice, FEMA shall, without good cause shown, wait at least 15 days before carrying out the proposed action.

STEP NO. 8 **Review the implementation and post - implementation phases of the proposed action to ensure that the requirements stated in Section 9.11 are fully implemented. Oversight responsibility shall be integrated into existing processes.**

☒YES ☐NO Was Grant conditioned on review of implementation and post-implementation phases to insure compliance of EO 11988?

Properties in the Floodplain

1	4423 Leonetti Ln, Dickinson, TX	Zone A6, 4815690010A, dated February 16, 1983
2.	207 Overton, Port Bolivar, TX	Zone V17, 4854700217E, dated July 5, 1993
3.	1202 Overton Ave , Port Bolivar, TX	Zone V16, 4854700175F, dated July 5, 1993
4	1419 Nelson, Port Bolivar, TX	Zone V16, 4854700175F, dated July 5, 1993
5.	1415 Quarles Street, Port Bolivar, TX	Zone V16, 4854700175F, dated July 5, 1993
6.	1041 Sage Crystal Beach TX	Zone V19, 4854700123F, dated July 5, 1993.
7	1015 Madison Avenue, Port Bolivar, TX	Zone V16, 4854700175F, dated July 5, 1993.

Exhibit G

Texas Mitigation Grant Programs
Quarterly Report (Narrative)

Date: _____

Funding Source (FMA, HMGP, or PDM): HMGP

Quarter 1st ☐ 2nd ☐ 3rd ☐ 4th ☐

Disaster Number (HMGP). **FEMA-1791-DR-TX**
or
FEMA Grant Number (FMA /PDM): _____

Project Number: 070

PDM Project Number: _____

Sub-grantee Name: Galveston County

Point of Contact. John Simsen

Project Description Elevation of homes

Amount Obligated 959,501

Date Obligated: December 9, 2010

Period of Performance Completion Date: December 9, 2012

Project Start Date December 9, 2010

Federal Funds Paid to Date from SMARTLINK _____

Narrative Report. Please describe. 1) specific activities achieved during this quarter; 2) comparison of actual accomplishments to the planned objectives established in the application; 3) reasons for slippage if objectives are not being met, and 4) an analysis and explanation of possible cost overruns/underruns, scope changes or extensions. If acquisition, elevation or relocation project, please include addresses of structures mitigated

Problems/Delays Encountered and Reasons Why:

State Comments/Actions

FOR ACQUISITION PROJECTS ONLY: **Record the number of structures:**

Acquired	Demolished	Still to be Purchased	Still to be Demolished

Change of Scope/Extension Date. _____

Do you anticipate

	Yes	No
a) cost overrun/underrun next quarter?	☐	☐
b) a change in the Scope of Work?	☐	☐
c) an extension of performance period?	☐	☐

Project Close Date _____

Final Cost of Project _____

TEXAS DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY HAZARD MITIGATION PROJECT PAYMENT REQUEST

1 GRANTEE	2 PROJECT NUMBER ASSIGNED	3 SUB-GRANTEE (Name and complete address, including zip code)
TEXAS DEPARTMENT OF PUBLIC SAFETY	DR-1791-070	Galveston County 1353 FM 646 West Suite 201, Dickinson, TX 77539

4 EMPLOYER I D NO	5 TOTAL APPROVED FEMA SHARE	6 FINAL REPORT	7 FEDERAL FISCAL YEAR	8 PERFORMANCE PERIOD	9 Period Covered This Report
74-6000908	$959,501 00	[ ] YES [X] NO	2011	From 12/9/2010 To 12/9/2012	From To

STATUS OF REPORT

10 QUARTER → / DATE ENDING →	(a) Quarter 1 12/31/10	(b) Quarter 2 03/31/11	(c) Quarter 3 06/30/11	(d) Quarter 4 09/30/11	(e) TOTAL
a Total Salaries	$0 00	$0 00	$0 00	$0 00	**$0.00**
b Total Benefits	$0 00	$0 00	$0 00	$0 00	**$0.00**
c Total Salaries & Benefits (a + b)	$0 00	$0 00	$0 00	$0 00	**$0.00**
d Total Travel Costs	$0 00	$0 00	$0 00	$0 00	**$0.00**
e Total Reproduction/Distribution Costs	$0 00	$0 00	$0 00	$0 00	**$0.00**
f Total Other Itemized Costs	$0 00	$0 00	$0 00	$0 00	**$0.00**
g Total Project Costs (c + d + e + f)	**$0.00**	**$0 00**	**$0 00**	**$0 00**	**$0.00**
h Sub-Grantee Share of Project Cost @ 25%	$0 00	$0 00	$0 00	$0 00	**$0.00**
i Federal Share of Project Cost @ 75%	$0 00	$0 00	$0 00	$0 00	**$0.00**

DETAILED EXPLANTION OF EXPENSE ITEMS REPORTED IN 10a THROUGH 10f

11 REMARKS Attach itemized list of project expenses (examples shown below, use additional pages if needed) **CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE**

12 ***CERTIFICATION:*** ***I certify to the best of my knowledge and belief that this report is correct and complete. That all project work was contracted through a competitive bid process and verification of all bids may be required for successful application and completion of the project.***

TYPE OR PRINT NAME AND TITLE	SIGNATURE OF AUTHORIZED REPRESENTATIVE	TELEPHONE NO (include area code & extension)	DATE SIGNED
Mark Henry, County Judge	Mark Henry	(409) 766-2639	1/19/11

Procedure for Completing Quarterly Hazard Mitigation Payment Request Worksheet

This form is being implemented to track expenses specific to project costs approved by FEMA and related to Hazard Mitigation by the Texas Department of Public Safety (TXDPS), Division of Emergency Management (DEM), Hazard Mitigation Section (HMIT)

The following is a summary of the guidelines required for the successful completion of this form This form is in Microsoft Excel format and the numerical fields will calculate values Please remember to make a copy for your records and send by mail to your assigned project officer here at DEM

This form will be completed on a quarterly basis and submitted to (TXDPS) (DEM) (HMIT) **NO LATER THAN 30 DAYS FROM THE END OF THE QUARTER. ALL PROJECT COSTS ARE SUBJECT TO AUDIT AND MUST BE VERIFIED OR VERIFIABLE BY TXDPS OR THOSE PROJECT COSTS MAY BE DENIED.**

Instructions

While filling out this Worksheet, the following is a step by step instruction checklist on reporting the information necessary to receive payment.

- #1 – Grantee is the Texas Department of Public Safety and will remain the same and not change under this program – **DO NOT CHANGE.**
- #2 – Project Number is the Number assigned to the Project by Texas Department of Public Safety (TXDPS) Division of Emergency Management (DEM)
- #3 – Sub-Grantee is the applicant Jurisdiction/Agency An authorized contact name, and complete address, including zip code is required
- #4 – Employer Identification Number (EID) is the assigned Federal Tax Number for the Entity, Jurisdiction or Agency
- #5 – Total approved FEMA share is the approved amount provided by FEMA that equals to 75% share paid for the project This figure will be provided to you prior to commencement of project work
- #6 – Final Report indicates whether this is a final report or an interim report Place an "X" in the appropriate box
- #7 – Indicates the Federal Fiscal Year which ends on September 30th
- #8 – Indicates the Performance Period This is the period of time allocated for project completion Fill in the period when work was preformed until work is completed
- #9 – Indicates the Period Covered by this Report or the Quarter being reported
- #10 – Indicates the segregated costs considered in this Project Analysis and Payment Request
  - #10 a – Is the Total **BASE** salaries per employee with full employee name & supervisors name **NO OVERTIME OR FRINGE BENEFITS SHOULD BE INCLUDED.**
  - #10 b – Fill in the Benefits Costs incurred during the quarter These include all fringe rates paid by employer health insurance, overtime, vacation time, 401k, etc
  - #10 c – Is a calculated field based on #10 a & b and includes Total Salaries and Benefits Costs
  - #10 d – Is Total Travel Costs For example for mileage· miles x $0 345 per mile = $0 00, or for airfare for staff copies of tickets, rental vehicles receipts, etc
  - #10 e – Is the Total Reproduction and Distribution Costs (printing related) For example, public notices in newspapers, training materials for public and staff, etc **PLEASE NOTE THAT THE ABOVE COSTS MUST BE ITEMIZED AND VERIFIED.**
  - #10 f – Is the Total of all Itemized Costs not covered in 10a through 10e **These Costs must be itemized and reported in detail in space provided in Section 11.**
  - #10 g – Is the Total of all Project Costs (10 c + d + e + f) this is a calculated field and includes the sub-total of all Salaries and Benefits
  - #10 h – Is a calculated field based on 25% of #10 g and includes the Sub-Grantee Share of the project cost based on the approved amount in Section 5 of form
  - #10 i – Is a calculated field based on 75% of #10 g and includes the Federal Share of the project cost based on the approved amount found in Section 5 of form
- #11 – Fill in any and all remarks pertinent to the Project Costs This space is intended for explanation of any Project Costs as well as inclusion of supporting documentation Examples are shown below, use additional pages if needed. Additional, third party documentation may be referenced and sent seperately (See #12)
- #12 – Fill in the Certification
  - #12 a - **Read the Certification Statement. By signing your name, you attest to these facts as presented and these are subject to all Federal & State laws.**
  - #12 b - Type or Print your Name and Title
  - #12 c - Sign – Must be a Signature of an Authorized Representative (See Section #3 of these instructions)
  - #12 d - Fill in Telephone Number including area code and extension if necessary of the Authorized Representative
  - #12 e - Fill in the Date Signed **MUST NOT EXCEED 30 DAYS OF THE END OF THE QUARTER AND MUST BE SUBMITTED WITHIN THOSE 30 DAYS.**

Please Note: All participants are encouraged to fill out this sheet in excel and mail an original signed copy to their TXDPS contact A copy should be retained for your records and for TXDPS Hazard Mitigation Auditors. Questions regarding this form may be directed to Mildred Reno, Mitigation Financial Specialist, at 512-424-2428.

MITIGATION GRANT

CERTIFICATE OF COMPLETION

SUBGRANTEE. Galveston County

PROJECT NUMBER DR-1791-070

FINAL PROJECT COST _____

ALLOWABLE TOTAL COST _____

FEMA SHARE AUTHORIZED _____

FEMA SHARE SPENT _____

DATE PROJECT COMPLETED _____

SUBGRANTEE ID NUMBER 74-6000908

CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL WORK AND COSTS CLAIMED ARE ELIGIBLE IN ACCORDANCE WITH THE GRANT CONDITIONS, ALL WORK CLAIMED HAS BEEN COMPLETED, AND ALL COSTS CLAIMED HAVE BEEN PAID IN FULL

SIGNED _____
APPLICANT'S AUTHORIZED REPRESENTATIVE

TITLE _____

DATE _____

AGENDA ITEM #39e

GALVESTON COUNTY
HURRICANE IKE CDBG HOUSING RECOVERY

Formatted Centered

Galveston County Housing Assistance Program

Guidelines for Elimination of Slum and Blight

Version 1.12.11

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Galveston County Housing Assistance Program

Guidelines for Slums and Blight (Spot Basis)

1.0 Overview

Galveston County's Action Plan and Method of Distribution describe eligible housing activities for owner occupied, rental properties, and unoccupied structures. Of the total housing allocation of $99,503,498, one percent (1%) or $995,035, is planned to be spent for demolition and clearance of unoccupied structures meeting HUD slum and blight national objectives.

The Demolition activity listed under "Housing – Owner Occupied" includes **total removal of all standing structural components and any building debris.** The purpose is to address slum and blight on a spot basis, and will assist in the removal of vacant, deteriorated, or abandoned buildings This activity does not require reconstruction to take place on the site

If demolition and clearance of an existing structure is needed **to replace/reconstruct** a unit (for homeowner OR owner of rental properties) that complies with all other program requirements, then the activity is eligible in the Reconstruction process (not Demolition) Funds to complete Demolition associated with the Reconstruction process are not used from the Slum and Blight allocation

Based on the Action Plan, Galveston County can assist applicants with demolition grants of up to $10,000, whose primary residence was impacted by the storm, if the structure is now vacant and deteriorated

These cases should meet the HUD definition of slums and blight and be documented as removing conditions that are detrimental to public health and safety The following checklist will ensure complete documentation and compliance with HUD requirements Also attached are the workflow procedures documenting process

1.2 Type of Work to Perform

The "Work" consists of the demolition of Hurricane Ike damaged dilapidated structures, standing structural components and any building debris to address slum and blight according to HUD's National Objectives as identified by Galveston County The demolition and proper disposal of this associated debris is part of this work

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1.2.2 Type of Activities and Debris to remove

*** may include but not limited to the following**

- Rubble from structures and other improvements
- Vegetation and Tree debris
- Construction and Building materials of all types
- HVAC equipment
- Dead animals
- Hazardous and industrial waste materials, asbestos
- Concrete slabs and black top
- Various types of home foundations
- Septic Systems
- Buried water lines / water wells
- Buried waste water lines and field lines
- Clearing and snagging of all items located under water
- Fences
- Vehicles, trash
- Busting and filling septic tanks and swimming pools

1.3 Location of Work Areas

The location of the work will be determined from properties identified from the Galveston County Nuisance Abatement Services Group The work areas include unincorporated areas within Galveston County (specifically excluding the City of Galveston), Bacliff, San Leon, Freddiesville, Bolivar Peninsula, Bayou Vista, Clear lake Shores, Dickinson, Friendswood, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City, and Tiki Island, Texas

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2.0 Designated Authority to administer Program

The Program was authorized by Congress in Public Law 110-329, the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act*

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2.2 Program Governance

This program shall be governed by the State of Texas Action Plan for CDBG Disaster Recovery Grantees (Action Plan) and operated in accordance with all applicable rules and regulations of

i The US Department of Housing and Urban Development ("HUD"),

ii The Texas Department of Housing and Community Affairs ("TDHCA"),

iii The Galveston County Housing Assistance Program ("GCHAP") including associated documentation e g the Galveston County Method of Distribution (MOD) and contract between TDHCA and Galveston County for the provision of these disaster recovery services initially executed by the parties and including any subsequent modifications;

iv Applicable Historical and Environmental rules and regulations

2.3 Program Director

The Program shall be under the direct supervision of Brenda Bock, Galveston County Director of Housing and Economic Development, or her designee

2.4 Maximum Funding for Demolition per Property

Maximum benefit for demolition of blighted areas is $10,000 per property

---

3.0 Eligible Properties

Based on the Action Plan, Galveston County can assist applicants with demolition grants of up to $10,000, whose primary residence was impacted by the storm, if the structure is now vacant and deteriorated

These cases should meet the HUD definition of slums and blight and be documented as removing conditions that are detrimental to public health and safety The following procedures will ensure complete documentation and compliance with HUD requirements

3.1 Priority of Eligible Properties

The focus is to prioritize work in the areas which had the highest impact from Hurricane Ike and other areas which are suggested by the Galveston County Nuisance Abatement Department

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4.0 Procedures for Addressing Slum and Blight Structures

The Program will follow a 6-step process for addressing slum and blight in Galveston County

4.1 Procedures: Step One

The program will confirm that the subject property is listed on the County list of properties determined to be in violation of the Chapter 343 Texas Health and Safety Code and has been determined to be an

> " *unmaintained premises that creates an unsanitary condition likely to attract and or harbor mosquitoes, rodents, vermin, or disease carrying pests, a building that is structurally unsafe, poorly maintained, unsanitary, dilapidated or is a fire hazard and constitutes a hazard to public health and safety* "

Galveston County is following the ***"Galveston County Neighborhood Nuisance Abatement Procedures"*** version 300-19-2007 This process is as follows

1 Complaint noted
2 Notice sent to owner certified and non-certified
3 Receive notice response. Owner given 3 weeks to respond and then proceed
   a If response received then case is reviewed by Justice of the Peace
   b Ruling given to proceed accordingly at this time
   c If case is appealed then must wait for ruling before moving to step 4
4 Check title report and check probate as needed
5 Confirm paper work with County Legal
6 Citation issued by Publication (2 times)
7 Post Citation at site
8 Receive approval from Commissioners Court as needed
9 Proceed with Demolition
10 Document and update records accordingly

4.2 Procedures Step 2

The Galveston County Nuisance Abatement office refers the approved slum and blight list to Galveston County Housing Assistance Program The Galveston County Housing Assistance Program then proceeds with

1 The Site Inspection and estimated cost to complete determined
2 The Environmental Review

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3 GCHAP verifies that a file and checklist is set up for each property
4 GCHAP verifies that the first 8 required items on the "GCHAP Demolition Activity Checklist" are complete before submitting the Environmental Review to TDHCA for review

4.3 Procedures Step 3

Once GCHAP verifies that the first 8 items on the "GCHAP Demolition Activity Checklist" are complete then the Environmental review is completed as required by TDHCA and HUD

4.4 Procedures Step 4

After all the required site specific environmental reports are completed the information is sent to TDHCA for review and approval

4.5 Procedure Step 5

Once the program receives clearance from TDHCA then the program will notify the Galveston County Enforcement Officer that demolition is approved

4.6 Procedure Step 6

At this time bids will be requested from the contractors selected through the RFQ # B101008 process Once the bids are received, they will be reviewed and work will be awarded in accordance with Galveston County Procurement Policy

4.7 Procedure Step 7

At this time a "Notice to Proceed" is requested of the Galveston County Housing Department Once the Housing department receives a purchase order number and the Notice to proceed is signed, the contractor is given the notice to move forward with demolition

4.8 Procedure Step 8

1 Work commences
2 Work is completed
3 Work is documented
4 Work site inspected
5 County Nuisance Abatement Officer notified that work is completed

4.9 Procedure Step 9

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Once the site is inspected and approved by the program then the contractor may request payment Payment request will be submitted to the Galveston County Housing Department

4.10 Procedure Step 10

The system of record and all files are updated with required documentation

1 A file documenting the eligibility of each site for demolition under the "spot basis" will contain
   - TDHCA form entitled "Slum & Blight for Spot Basis National Objective Form"
   - Photographs of the subject property documenting the specific conditions creating the threat to health and safety
   - Property location map/GPS Coordinates
   - Brief narrative description of condition of property (vacant, deteriorated, abandoned)
   - Notice of code enforcement action obtained from County Code Enforcement Officer
   - Copy of contract authorization to contractor to undertake the demolition
   - Cost documentation
   - Photographs showing that the demolition has resulted in total removal of all standing structural components and any building debris, overgrown vegetation, grading concerns, standing water issues
   - Narrative of how demolition aids in the elimination of slums or blight
   - Environmental review and release - must be completed prior to initiating activity
   - Program administer certifies slums and blight conditions were corrected to project close out

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5.0 Contractor Procurement

Galveston County issued RFQ# B101008 to procure demolition contractors to work in this program The contractors approved by The Galveston County Commissioners Court are available to bid on the work associated with GCHAP

6.0 Contractor Requirements to Participate

Unless otherwise directed by Galveston County Commissioners Court, the approved contractors should reference the RFQ# 101008 for definitions of obligations Such references are as follows,

- Bonding requirements
- Insurance requirements

- Descriptions of Work
- Contractor Duties
- Quality Control
- Sequence of work
- Use of Construction Site
- Site descriptions and Work Summaries
- Technical Specifications

7.0 Project Close out

GCHAP shall maintain accurate files and records on each applicant All pertinent documentation must be maintained for five years after TDHCA notifies GCHAP that HUD has closed out the Program Such files shall be open for public inspection in accordance with the Texas Public Information Act, and be available at GCHAP's offices

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DEMOLITION ACTIVITY CHECKLIST

Eligible under: SLUM AND BLIGHT SPOT BASIS

TYPE OF ACTIVITY

_____Demolition

_____Clearance

DOES THE ACTIVITY·

_____Eliminate conditions detrimental to public health or safety

_____ Aid in elimination or prevention of slums and blight

Property Owner Participation

_____Voluntary

_____Involuntary

Documentation

_____ 1 TDHCA form entitled "Slum & Blight for Spot Basis National Objective Form"

_____ 2 Proof of physical damage to structure as a result of Hurricane Ike

_____3 Certify debris removal was not covered by FEMA, SBA or Army Corps of Engineers

_____4 Photograph of property damage (Before Demo Photos)

_____5.Property location map / GPS Coordinates

_____6 Narrative description of condition of property (vacant, deteriorated or abandoned)

_____7.Galveston County Code Enforcement Officer certifies condition of blight or decay

_____8 Narrative of how demolition and/or clearance aids in elimination or prevention of slums and blight

_____ 9 Environmental Review and release

_____10 Environmental Review completed prior to initiating activity

_____ 11 Program certifies Slums and Blight conditions corrected to close out project This includes photo documentation toad to the file

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Contractor. DEMO Company
Galveston County

Date
District Phone No
District Fax No

Project Address _____
Owner Name _____
Unit No _____
Tract No _____
Purchase Order No _____

Description	UM	Qty	$/UM	EST $
Frame houses,Commercial structures, garages sheds, barns, etc and removal of debris				
1 0- 1,500 sq ft	sq ft	0	$0 00	$0 00
2 1,500-3,000 sq ft	sq ft	0	$0 00	$0 00
3 3,000 plus sq ft	sq ft	0	$0 00	$0 00
Brick veneer houses,Commercial structures, garages sheds, barns, etc and removal of debris				
1 0-1,500 sq ft	sq ft	0	$0 00	$0 00
2 1,500 - 3,000 sq ft	sq ft	0	$0 00	$0 00
3 3,000 plus sq ft	sq ft	0	$0 00	$0 00
Quantities per cubic yard of clean fill				
1 fill dirt	cu Yd	0	$0 00	$0 00
Clear wooded lot of trees per half (1/2) acre (each site 5 acre or smaller)				
1 each 5 acre site	ea Site	0	$0 00	$0 00
Quantities per square feet sidewalks/driveways (concrete blacktop or similar construction) removal and disposal (any thickness)				
1 per square feet	sq ft	0	$0 00	$0 00
Quantities per square feet slabs (removal and disposal)				
1 per square feet	sq ft	0	$0 00	$0 00
Quantities per cubic yards debris and trash removal				
1 per cubic yard	cu Yd	0	$0 00	$0 00
Removal of Tires (any size)	ea	0	$0 00	$0 00
Pump out septic tank crush and backfill	ea	0	$0 00	$0 00
Asbestos Removal and Disposal				
1 Non-friable normal access	sq ft	0	$0 00	$0 00
2 Friable normal access	sq ft	0	$0 00	$0 00
3 Non-friable difficult access	sq ft	0	$0 00	$0 00
4 Friable difficult access	sq ft	0	$0 00	$0 00
5 Transite siding	sq ft	0	$0 00	$0 00
Mow/Bush hog high grass/weed lots per quarter acre (1/4 acre)	ea Site	0	$0 00	$0 00
Sod Grass per square yard	sq yd	0	$0 00	$0 00
Hydro - Mulch per square foot	sq ft	0	$0 00	$0 00
		ESTIMATE TOTAL		**$0 00**

Date 1/0/1900

Contractor's Signature _____ **Date** _____

Program Representative _____ **Date** _____

GCHAP Demolition Contractors

From RFQ# 101008

EE&G

Excello

J.C. Cantera

J.W. Kelso

Pat's Demo

Sullivan Land Services

AGENDA ITEM #39f

DISASTER RECOVERY DIVISION

BOARD ACTION REQUEST
November 10, 2010

Recommended Action

Approve requests for amendments to housing contracts administered by TDHCA for CDBG Hurricane Ike/Dolly Round 1 Funding for CDBG Disaster Recovery Contract Nos 70090001, City of Houston, 70090005, Montgomery County; and 70090014, Galveston County

> **RESOLVED**, that the Executive Director and his designees are hereby authorized, empowered, and directed, for and on behalf of the Department, to cause the amendments, in the form presented to this meeting, to be executed and delivered to the City of Houston for Disaster Recovery Contract No 70090001, Montgomery County for 70090005, and Galveston County for 70090014 as presented to this meeting, and to make such non-substantive technical corrections as they may deem necessary to effectuate the foregoing

Background

The City of Houston (City) is requesting an extension to their contract for sixteen months from August 2, 2011 to December 2, 2012 Montgomery County is requesting to use a portion of their funds allocated under their Homeowner Assistance program to be used for temporary relocation activities Galveston County is requesting an increase to the maximum allowable assistance amount for reconstruction activities for households located in flood zones

City of Houston 70090001

The City of Houston's Housing and Community Development Department (HCDD) is requesting a contract extension for Contract No 70090001 The request extends the contract end date from August 2, 2011 to December 2, 2012 The extension is requested to time for the City to obligate and expend funds under their multi-family rental projects funded with disaster recovery funds The City of Houston's contract with TDHCA for the CDBG Disaster Recovery funds reserved $60 5 million for rehabilitation of multifamily rental developments The City has obligated funds and construction is underway for the repair and rehabilitation of 7 multi-family communities (2015 units)

Project name	CDBG award amount	Closing date	Anticipated completion date
Reserve at Creekbend	$5,475,000	1-19-2010	Jan-2011
Hollyview Apartments	$8,020,000	3-30-2010	Jun-2011
Reed Parque Townhomes	$1,317,585	4-6-2010	Feb-2011
Catalina Apartments	$10,315,816	4-21-2010	Dec-2011
Sterling Grove	$11,943,067	5-24-2010	Dec-2011
Vista Bonita	$1,730,000	5-19-2010	Dec-2011
Premier on Woodfair	$6,830,937	7-9-2010	Dec-2011
Skyview at Palm Center	$1,433,924	(not closed)	
Unobligated	$13,456,116		
Proposed· Linda Vista	$12,500,00		

Total	$60,522,445		

The additional sixteen months will allow Houston to obligate and disburse the remaining unobligated funds set aside for affordable rental projects Over $13 million remains to be allocated under Houston's Ike 1 Rental Recovery funds The city is reviewing an application for the rehabilitation of a rental community with over 500 units of substandard housing Given the available funding, the applicant has reduced the number of units to be served It is anticipated that it will take 18 months to complete construction With the current economic climate, there have been several challenges which have caused delays in the owner's ability to raise additional capital for the project. Due to storm damage and deferred maintenance, the property is only 35% occupied

Two of the seven projects awarded disaster recovery rental program funds also received Tax Credit Exchange funds from the Agency The projects with tax credit exchange funds are not scheduled to be complete until December 31, 2011 which is about five months beyond the current contract end date of August 2, 2011 Houston anticipates that these additional five months will be necessary for construction completion of these two developments.

Project name	Construction state date	Construction end date for Exchange
Premier at Woodfair	7-16-2010	12-31-2011
Vista Bonita	6-1-2010	12-31-2011

Two additional projects identified below allocated CDBG disaster funds were delayed in their construction commencement dates The actual start dates for construction was about 90 days later than identified in the initial construction contract The delay in construction start date is anticipated to extend the project completion date to December 2011

Project name	Construction start date	Actual start date	Anticipated completion date
Sterling Grove	5-24-2010	7-21-2010	12-2011
Catalina Apts	4-21-2010	8-9-2010	12-2011

The proposed extended deadline of December 2, 2012 will allow the City to post appropriate public notices, obtain City required approvals from City Council, and complete the rental development activities within the extended contract time frame

Montgomery County 70090005

Montgomery County is proposing to amend Contract No 70090005 to allow CDBG Disaster Recovery funds to be used to provide temporary relocation assistance for homeowners receiving reconstruction or new construction assistance under their Homeowner Assistance program This amendment request will result in approval to allocate funds for these purposes, however no other revisions to the contract are necessary The County is not requesting an increase to the maximum allowable assistance amount per households, and is not proposing to decrease the number of households to be served

Galveston County 70090014

Galveston County is proposing to amend Contract No 70090014 by increasing the reconstruction and new construction maximum assistance amount under their Homeowner Assistance program for households located in flood zones A and V from $125,000 to $145,000 If approved, Galveston County will only provide funding of up to $145,000 for no more than 50 households where there is a unique combination of applicant needs

Using average costs as a basis for analysis, homes that are larger than two bedrooms that need to be elevated more than 16 feet require assistance exceeding $125,000 to accommodate additional costs related to elevation such as lifts and higher ramps, while still enabling the County to offer some assistance for insurance premiums Additionally, any home that requires elevation and that must meet Uniform Federal Accessibility Standard (UFAS) requirements will require funding above the current maximum of $125,000 Costs that will typically cause a home to exceed the current maximum limit of $125,000 are funds reserved for the unexpectedly high costs of insurance, and costs related to ramps or lifts when the home must be elevated over 16 feet, especially for homes that will meet UFAS standards

The homes that are projected to receive assistance as a result of the increase will be located in the A and V zones on floodplain maps, such as Bolivar Peninsula and the low lying areas of the County

The County is not currently projecting that the number of households to be served will be decreased The number of applicants that will benefit from raising the cap will be no more than 50 households that will otherwise be unable to access this program.

second?

MR. GANN: Second.

MR. CONINE: Second by Mr. Gann. Any further discussion?

(No response.)

MR. CONINE: Seeing none, all those in favor signify by saying aye.

(A chorus of ayes.)

MR. CONINE: All opposed?

(No response.)

MR. CONINE: Motion carries. 6C.

MR. HAMBY: Mr. Chairman, members of the Board, this is a request to have some extensions to various contracts with Ike funds -- or some amendments to contracts with Ike funds. The city of Houston is requesting some extensions to tie in together with the actual properties that we're also funding in other programs so that all the deadlines are the same so it's one cohesive area.

There is a question, they still have some $13 million in obligated. They have a proposed contract right now with Linda Vista, an applicant called Linda Vista, and they're looking to have those. This is not a blanket extension and that was one of the things we were very careful to do, it's not a blanket extension of the contract and

delaying the spending of Ike I funds. It is very targeted so that they have the ability to do these deals on a systematic and consistent basis across the board.

And then Montgomery County is requesting that they use some of their existing funds and allow the temporary relocation assistance for homeowners. It will not cost any additional funds, and they do not anticipate that it will reduce the amount of beneficiaries and they're looking to just to have the authority to do that.

Galveston County is a slightly different one. And again, we're very targeted on this. There are some homes in the area that are going to have to be raised higher than they originally thought, and they've limited that to 50 homes, but it's going to cause an increase from 125 to 145 for those -- $145,000 per home for those homes. We have limited -- we will limit the amendment to the 50 homes -- not more than 50 homes that get this bump up. We wanted to make sure we did not have an across the board $20,000 bump up of every home in Galveston County.

So the amendments are fairly well tailored and they are specifically to address problems or additional benefits that have been requested by these three communities.

MR. CONINE: I have some witness affirmation forms here.

John Henneberger.

MR. HENNEBERGER: I'm John Henneberger with the Texas Low Income Housing Information Service. At the last Board meeting I testified about concerns that I had with the extension of the funding to the city of Houston for the disaster recovery funds. Those concerns remain in place.

The city of Houston has allocated $60.5 million for the rehabilitation of multifamily housing under the Ike I funds. It's allocated about one-sixth of that amount for the rehabilitation of single family homes. That is exactly the opposite of what every other jurisdiction around the state has done. Every other jurisdiction has prioritized single family homes.

They come before you today having not spent -- or not obligated all of those funds and having some significant delays in actually expending the funds for multifamily rehabilitation, and ask for an additional 16 months in order to obligate and expend those funds.

We are opposed to this. The city of Houston allocated sufficient funds for only the rehabilitation of 247 single family homes under the Ike I program. It is anticipating rehabilitating over 2,000 multifamily units at the same time. The FEMA damage estimates do not comport with that disproportionate ratio of 10 to 1 multifamily to single

family units.

We ask that the state and that the city of Houston move these $13.5 million of currently unobligated funds from multifamily to single family. The city told us last week that, while they have sufficient funds to rehabilitate 247 homeowners -- homes, they have 2,000 applications from homeowners.

Now it doesn't make sense to me that if you don't have an immediate way to spend them multifamily money, and you're having significant delays in getting applicants and getting that money spent, that -- and you've got 2,000 low income homeowners who have blue tarps on their roofs.

You ought to prioritize some of those 2,000 applicants that you've got in hand before you go out and you try to find additional multifamily properties to rehabilitate, especially since the allocation was disproportionately 10 to 1 almost weighted for multifamily versus single family in the first place, making Houston an outlier in performance from the way every other jurisdiction that administered Ike/Dolly funds chose to spend their money.

So we ask, number one, that the $13.5 million be moved to the single family program, that the city of Houston -- that the state require the city of Houston to demonstrate that the multifamily developments that they are

proposing to fund affirmatively further fair housing. We're deeply concerned about the location of multifamily units that the city of Houston is rehabilitating because we believe that they are going to further isolation and segregation of the classes. Thank you very much.

MR. CONINE: Are there any questions of the witness?

FEMALE VOICE: For anybody from --

MR. CONINE: Yes, Jim --

FEMALE VOICE: -- Mr. Noteware.

MR. CONINE: -- Noteware is here, and Linda Crosson.

MS. CROSSON: Good afternoon. Linda Crosson, Manager of Disaster Relief on the multifamily side for cit of Houston. Our request today is -- I would say that we've actively been engaged in the rehab of some older apartment communities that suffered hurricane damage in our neighborhoods. We are underway, under construction, and we are actually in the process of rehabilitating and providing accessible -- over 5 percent of our units are going to be rehabbed with accessibility features and 2 percent for visibility features.

We are underway with seven projects. Two for the projects that are before you we're asking for an extension

to coincide with the exchange deadlines of December 2011 for those completion dates. We hope to have the opening of one of our projects on January 2011. It's the Reserve at Creek Bend project in the Fondren Southwest area. That's one of our target zones that had hurricane damage.

And the remaining project that we discussed was the Linda Vista project. They came to us with a $14 million request. It's over 550 units. It'll serve over 1,000 individuals in that neighborhood if we can rehabilitate that project. There's been -- because of the size of the request, we weren't able to honor that initially. However, some of our applicants fell out because they couldn't meet the program guidelines, and we've been able to reduce the scope on that project to 488 units.

There has been some delays in getting funding, some additionally funding on the project, and they're working towards making that happen. I would like to note in the May Board meeting, in the program guidelines, they are allowing for 36 months of a time frame to complete multifamily projects.

When we initially did our application, it was a two-year time frame, and I think because of what it takes to get a multifamily project through the permitting process, through developing a scope of work, through the bidding

process and putting subcontractors in place with all the Davis-Bacon wage requirements, it does take some time to get a project underway.

So we ask for your approval to continue to make use of those funds. And I'll let Jim speak with regard to policy issues.

MR. NOTEWARE: Yes, the questions that Mr. Henneberger has raised regarding the allocation of the funds between single family and multifamily are issues that we take very seriously. Our new administration came into office as activity was already underway. The multifamily allocation and specific projects that Linda just mentioned were already underway when we came in. And also the same situation with the single family. Our goal was to finish things that were underway.

Under the prior administration the single family program grew significantly both in numbers of units repaired and also the amount per unit grew significantly. We are in the process of revising our program guidelines in terms of qualification and amount of allocation per unit as we go forward, particularly in light of what we understand to be the pending awards for the next round of disaster recovery.

MR. GERBER: Could I ask a couple of questions?

MR. NOTEWARE: Sure.

MR. GERBER: Jim, talk a little bit about the -- you know, I had some knowledge of the conciliation agreement, which, you know, fortunately or unfortunately you all are represented by the Council of Governments through that process.

How are you going to address the affirmatively furthering fair housing issues in Round II, and how are you going to serve that backlog of thousands of homeowners in Houston? I mean I grew up on the -- one side of Fondren Southwest, I'm very familiar with it. I also know that there's, you know, thousands, tens of thousands of people in Houston who have blue roofs and still need repairs to their homes made. Talk to me about -- talk to us about that program and when that comes on board.

MR. NOTEWARE: There is an awful lot of discussion underway now about exactly how to do that in terms of setting up geographic priorities and setting up income and other qualifications. It is a work in process at this stage.

DR. MUÑOZ: Can you be any more specific?

(General laughter.)

MS. CHAPA-JONES: Hi, I'm Veronica Chapa-Jones, Deputy Director for Grants Management and Compliance. I've also been one of the leads in the city for looking just at disaster recovery Round II, and there are two components that

we're looking at. Right now we're in the process of looking at just the data, the damage assessment data that was provided by the state, the storm maps, and also looking at the low income households, where they're located.

For Houston, it's a unique case because we're a majority/minority city. So if you look at our CDBG low income areas on a map spatially, it could take up 60 or more percent of the city. So we're trying to right now do the planning where we're intercepting the data, the information to say where exactly -- where are the households that were the most low income affected, and then how do we assist them.

The challenge for the city of Houston is that with the disaster recovery Round II funds we have the infrastructure component that has to come into play. So we're actually working and partnering with our public works department, which is the infrastructure side, to put together a model that says, if we're really going to assist distressed communities that are also economically disadvantaged communities, let's prioritize those that have the worst problems first.

So what we'd like to do, and this is theoretical, but I am sharing kind of our processes, is to identify the worst infrastructure components that were damaged and affect low income areas, intersect that with the housing problems

and provide an analysis of what households should be assisted in order to not only assist the homeowners that were affected, but offer some long term solutions in some areas that do have serious drainage, do have serious storm problems, seven inches of heavy rain after Ike, and there were areas that flooded and people couldn't go home the next day.

It's an interesting set of problems which is what I love doing at the local level. We don't have a final plan. I will keep you posted. I'm happy to answer additional questions to that. We are also sensitive about the single family-multifamily distributions, and there's going to be a quantitative process that goes into making that determination.

But the other unique characteristic for Houston is that we are a community of renters, we have a lot of people that do rent, and some of the solutions that are presented when you go to these conferences are specific to moving populations, that you should move them, or give them the choice to move to high opportunity areas.

Well, on certain parts of Houston, or larger parts of Houston, we couldn't define it necessarily as a high opportunity area and move a whole group to go live there.

DR. MUÑOZ: Okay. Let me stop you right there because you happened upon a term. Define high opportunity.

MS. CHAPA-JONES: That is the -- and I don't want to say it's a newer term, but it's --

DR. MUÑOZ: I understand it's part of a new vernacular.

MS. CHAPA-JONES: That we're using to say if it's, you know, areas with exemplary school districts, have access to grocery stores, has access to better drainage. It's those -- the community where you want to live as opposed to the challenges that you might have in other parts, because it's older or because all the things that happen with older neighborhoods.

So the challenge that we have with the multifamily-single family distribution is that -- and I think this is just interesting from an affordable housing perspective, currently the recommendation is to move whole populations, that we should offer the choice. But what I'm saying is I think the choice currently as we have in Houston is going to be limited for those areas to move the population that really would benefit from that.

So what we're actually trying to do is what we're calling place-based strategy. That's an academic term that a friend of mine told me to use in planning. And rather than saying we're going to move people to all these other areas, really talk about the revitalization component. We are in

the process of looking at policies that work in tandem with multifamily. The difference that you're going to see is, again, the focus of the city is community development.

It's not going to be the production of just those multifamily units, it's when we put the units in a particular neighborhood, what other amenities are accompanying that particular project. Are there opportunities for jobs, are there opportunities for us to do either a public facility, a museum, other source of infrastructure projects in tandem with what's happening with that particular project. So it's taking it to a much higher level as opposed to just looking at the street level, here's the one complex, what's everything around it.

It's not perfect, I think it's going to be a great story in two to three years when we start seeing some of the beautiful work that has come as a result of it. And the one thing that Jim can speak to if you'd like is where the disaster recovery dollars have gone. We have some aerial photos. We should probably show those at the staff anyway and a map.

If you go through even a Google earth map to see these neighborhoods, where they were a year ago when they took it, and to look right now, it is not the same neighborhood. It is literally turning around and allowing for more

investment, and that's what we really want to do.

MR. CONINE: It seems to me that I think you said that there's 247 homes, single family homes that have been rehabilitated.

MS. CHAPA-JONES: Yes.

MR. CONINE: What's that, about 20 million or -- 15 or 20 million that came out of Ike?

MS. CHAPA-JONES: It's about nine million. One of the challenges that we've had is the money is completely a grant, and when we go do a homeowner sometimes you can't rehab, you have to do the full reconstruction, so you're talking about 90,000. And we do relocation and pay for the tenants time out of the unit. So it's on average to 100, 110,000 per household, which just means we're assisting less households. So that's, you know, the issue that we grapple with.

You could do a little bit less, but you're going to be giving up maybe some interior cosmetics, you know, opting not to paint or do, you know, other finishing touches because we'll be going just doing the restructural stuff so that we can assist more people.

MR. CONINE: Well, just, again, from a bouncing standpoint, it just seemed like -- I understand the use of funds goes a lot further in multifamily in every case, not,

you know, measured against single family. That's a no brainer. But the fact that you got 12 -- no, 13-1/2 million of unobligated money sitting here on the multifamily side, what would be wrong with switching that over to the single family side now so that you can get money to those people quicker than waiting on Round II money and coming up with ideas and plans and which is all going to take time.

MR. NOTEWARE: We had figured that the best thing to do was to stay on course with the projects that we had in the pipeline to complete the financing rather than to do the switch as you suggested. We have considered that alternative. But rather to deal with a bird in the hand that we had rather than waiting for the future funding, the one in the bush, that's a management call that we have been making.

MS. CROSSON: And you might -- we're underway under rehabilitation in two projects in the Antoine-DeSoto area. The one that we're speaking about is a third project and when Veronica was speaking about revitalization, it's our hope is to take an area -- and I can tell you, a year and a half ago I was escorted, armed guard, to walk through, you know, one of the apartment communities that we are rehabilitating, and I can -- today I think there's going to be a real turn around, but we're trying to I guess give the best chance for that area to work.

And by taking a property that's 35 percent occupied that suffered a lot of damage, that has a chance to turn it -- the whole area around and basically capitalize -- we're doing two projects and if we can do the third, it gives the chances of success, you know, a greater chance to happen if we do that. And so we're -- that's another, you know, where we are on, you know, our motivation to continue to turn this entire area around.

MR. CONINE: And I understand that philosophy. Again, I'm talking -- speaking more to timing because you know there's a second round of money coming. And whether or not that third or fourth project over in that particular area comes out of this pot or the second pot, it doesn't matter. You still end up getting the thing done. Based on what I'm hearing, if the systems are in place for the city of Houston to rehab some single family homes, if you've done it before in other words, you know how to do it --

MR. NOTEWARE: Oh, yes.

MR. CONINE: -- it would seem to me like I would have an interest in reallocating that 13-1/2 million back to single family to put some more emphasis in that area, as Mr. Henneberger has suggested, and then when Round II comes you can fill in the holes with the multifamily as you see fit, just simply because you get to the single family folks

a little quicker.

MR. NOTEWARE: If we have the flexibility to handle the allocation so that the projects that we have underway to complete the work that we have intended in the Antoine-DeSoto and other related areas, then I think that might be an appropriate suggestion.

MR. GERBER: And I think the message from HUD, Mr. Chairman, is that we all have flexibility, but it's somewhat more limited than it was a year ago, and I think we all have to strike the right balance. I think from TDHCA's standpoint, we really applaud the kind of planning and thoughtfulness and it gets to those higher goals that we're all trying to achieve. At the same time, we've got a lot of folks who are really poor who are saying, These dollars were intended to help us rebuild their homes and rehab our homes.

And so, you know, we're hearing a lot from that side at the staff level, and I think that's roughly what Mr. Henneberger's raised as well. We're going to have to deal with that balance as we work through Round II as well, because it's not going to be hard to hit a trigger that's going to bring the entire -- it's not just going to be the city of Houston's funding, it's going to be the entire region's funding because it's all interconnected I think, in HUD.

So now this becomes important. So we would recommend --

DR. MUÑOZ: How would we then know, Mr. Chair, if once the analysis of what's required of that remaining balance be applied to bring to full fruition the existing projects to the satisfaction of the city, and then what would remain thereafter potentially to be applied to single family?

MR. CONINE: Well, there's an unobligated piece here, 13 million 456.

DR. MUÑOZ: Are you talking about all of it?

MR. CONINE: Oh, yes, I'd do it all.

DR. MUÑOZ: That's not what I understood to be said. That they would complete the current projects --

MR. NOTEWARE: If we're allowed to continue the funding of the projects that we have underway. Technically it's not obligated, yes, but it is, in our words, committed to special -- specific projects to be completed.

DR. MUÑOZ: Is that some of that committed part of that thirteen four?

MS. RAY: That's what he said.

DR. MUÑOZ: That's what you're saying?

MR. NOTEWARE: That's what I am saying, yes.

DR. MUÑOZ: Okay.

MR. HENNEBERGER: Mr. Chairman, Kevin Hamby again. To address the issue about the difference in Round

I and Round II, the issue we're going to address next are the housing guidelines. And Mr. Henneberger's discussion that he would like to see the affirmatively furthering fair housing out of each of these in Round I, while it was technically a requirement under the law, it's certainly not required as it is under the conciliation agreement in Round II.

I haven't looked completely at the Antoine area, but since my wife grew up in that area I'm reasonably familiar with it, it would be very difficult, I believe, to meet the affirmatively furthering fair housing guidelines in that area to assist in breaking up racial segregation in that area. It has a fairly high -- and I could be wrong.

Veronica, is that still true?

MS. CHAPA-JONES: Yes, that's actually right on point.

MR. HAMBY: So the concept that they could potentially do that project in Round II is probably not true because of the affirmatively furthering fair housing requirements that they're going to have versus the conciliation agreement in the housing guidelines in Round II.

MS. CHAPA-JONES: In other words, when we go through out data modeling to prioritize where we're going

to put the money, it's no guarantee and we can't guarantee that the Linda Vista folks in the Antoine-DeSoto area could get any of the Round II funds. We would want to do --

MR. CONINE: I wasn't touching Linda Vista.

MS. CHAPA-JONES: Okay. Well, that's --

MR. HAMBY: That's the 12 million, most of the --

MS. CHAPA-JONES: That's the 12 million.

MR. HAMBY: -- $13 million.

MR. CONINE: Oh, is that the -- okay.

MS. CHAPA-JONES: Yes --

MR. HAMBY: Yes, that's most of the 13 --

MR. CONINE: That's not the way this -- that's not the way I'm looking at this.

DR. MUÑOZ: And that's what you mean by the committed.

MR. NOTEWARE: Yes.

DR. MUÑOZ: Oh.

MR. NOTEWARE: That's precisely what I mean.

MR. HAMBY: Yes, that's the $13 million, so the staff is prepared --

DR. MUÑOZ: So the twelve five is in the 13 --

MR. HAMBY: Yes.

DR. MUÑOZ: Okay.

MR. HAMBY: Correct. It's not --

MR. NOTEWARE: Now we're beginning to understand the puzzled looks.

DR. MUÑOZ: Okay.

MR. CONINE: Yes, I thought we had --

MS. RAY: I thought there was --

MR. CONINE: -- I thought the proposal was already there --

MR. NOTEWARE: That's right.

MR. CONINE: -- but it's not 13-1/2 million.

MS. CHAPA-JONES: That's the one he'd be saying no to, in effect.

MR. CONINE: Okay.

DR. MUÑOZ: We'd be saying no to the Linda Vista.

MR. HAMBY: Yes. Yes.

DR. MUÑOZ: Okay.

MR. HAMBY: And it's also an important part of the consideration in Round I of Ike and Dolly. The direction was that there's a significant amount of local control on how the funds were spent.

MR. CONINE: Yes, I just -- been hearing the balance between single and multifamily did quite sound appropriate to me. And it would be my hope that the city of Houston would correct that in the second round.

MS. CHAPA-JONES: We'll make you proud.

MR. CONINE: Okay. Any further discussion?

(No response.)

MR. CONINE: All right. We need a motion I guess.

MS. BINGHAM ESCAREÑO: I'll move staff's recommendation to approve the -- are they extensions basically for city of Houston and Montgomery County and Galveston --

MR. HAMBY: They'd be contract amendments, just in general. Some of them are extensions, some of them are --

MR. CONINE: Item 6C.

MS. BINGHAM ESCAREÑO: Amendments. I move staff's recommendations for --

MR. CONINE: Motion to approve by Ms. Bingham. Item 6C. Is there a second?

DR. MUÑOZ: Second.

MR. CONINE: Second by Dr. Muñoz. Any further discussion?

(No response.)

MR. CONINE: Seeing none, all those in favor signify by saying aye.

(A chorus of ayes.)

MR. CONINE: All opposed?

(No response.)

MR. CONINE: Motion carries.

MR. NOTEWARE: Thank you.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
BOARD MEETING

AGENDA

9:00 a.m.
November 10, 2010
Capitol Extension, Room E1.028
Austin, TX

CALL TO ORDER, ROLL CALL
CERTIFICATION OF QUORUM

Kent Conine, Chairman

PUBLIC COMMENT

The Board will solicit Public Comment at the beginning of the meeting and will also provide for Public Comment on each agenda item after the presentation made by the department staff and motions made by the Board

CONSENT AGENDA

Items on the Consent Agenda may be removed at the request of any Board member and considered at another appropriate time on this agenda Placement on the Consent Agenda does not limit the possibility of any presentation, discussion or approval at this meeting Under no circumstances does the Consent Agenda alter any requirements under Chapter 551 of the Texas Government Code, Texas Open Meetings Act

Item 1: Approval of the following items presented in the Board materials·

Executive

Brooke Boston
Board Secretary

a) Presentation, Discussion, and Possible Action regarding Board Minute Summary for September 9, 2010 and ratification of Items 6(b) (Harris County Contracts) and 6(d) (Program Guidelines) which were not reflected in the September 9, 2010, transcript as having been specifically approved

Audit

Sandy Donoho
Dir Internal Audit

b) Report of the Audit Committee Meeting

c) Presentation, Discussion, and Possible Action on the proposed 2011 Internal Audit Plan

Legal

Tim Irvine
General Counsel

d) Presentation, Discussion, and Possible Action on the Agreed Final Order with respect to Arbor Oaks Apartments

Financial Administration

David Cervantes
Dir Financial Admin

e) Presentation and Discussion of the 4th Quarter Investment Report

Bond Finance

Tim Nelson
Dir Bond Finance

f) Presentation, Discussion and Possible Action on Resolution 11-007 approving the First Amendment to the Thirtieth Supplemental Residential Mortgage Revenue Bond Trust Indenture which includes modifications to the New Issue Bond Program

Multifamily Division Items - Housing Tax Credit Program

Robbye Meyer
Dir Multifamily

g) Presentation, Discussion, and Possible Action regarding Housing Tax Credit and Exchange Program Extensions

04408	Hickory Manor Apartments	DeSoto
04488	Mission del Rio	San Antonio
04463	Lakeside Manor Apartments	Little Elm
04612	Willow Bend Apartments	San Antonio
05610	Prairie Ranch Apartments	Grand Prairie
060206	Mesquite Terrace	Mabank
07166/08929	Jeremiah Seniors	Hurst

h) Presentation, Discussion, and Possible Action regarding of Housing Tax Credit Amendments

09721	Four Seasons	Fort Worth
10061	Magnolia Trails	Magnolia

i) Presentation, Discussion, and Possible Action regarding Approval for a Memorandum of Understanding between TDHCA and the Texas Bond Review Board

HOME

Jeannie Arellano
Dir HOME

j) Presentation and Discussion of current HOME Program Fund Balance Report and Possible Action for the Programming of Available Funds for Pilot Programs for Direct Administration

k) Presentation, Discussion, and Possible Action to Ratify HOME Program Reservation System Participants approved by the Executive Director

l) Presentation, Discussion, and Possible Action on HOME Program Multifamily Development Award Recommendations

2010-10033	Sulphur Springs Pioneer Crossing for Seniors	Sulphur Springs
2010-10151	Sunflower Estates	La Feria

Office of Colonia Initiatives

Homero Cabello
Dir HTF/OCI

m) Presentation, Discussion, and Possible Action of the Use of Available Additional Texas Bootstrap Loan Program Funds from Housing Trust Fund

Housing Resource Center

Brooke Boston
DED Community Based

n) Presentation, Discussion, and Possible Action regarding the 2011 Regional Allocation Formula Methodology

o) Presentation, Discussion, and Possible Action regarding the 2011 Affordable Housing Needs Score Methodology

p) Presentation, Discussion, and Possible Action regarding the 2011 State of Texas Consolidated Plan One-Year Action Plan

Community Affairs

Michael DeYoung
Dir CA

q) Presentation, Discussion, and Possible Action on the FY 2011 Emergency Solutions Grants Program (ESGP) Notice of Funding Availability (NOFA)

r) Presentation, Discussion and Possible Action on the release of a Request for Applications for provision of Services for the Community Services Block Grant (CSBG) in Mitchell, Shackleford, Stephens, and Taylor Counties

s) Presentation, Discussion, and Possible Action to Allow for Contract Amendments for awarded Pilot Program for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)

t) Presentation, Discussion, and Possible Action of the 2011 Section 8 Payments Standards for Housing Choice Vouchers, Resolution No 11-006

u) Presentation, Discussion, and Possible Action to Ratify the award made by the Executive Director to Rolling Plains Management Corporation of the ARRA WAP, DOE WAP, LIHEAP WAP and CEAP programs for the service area formerly served by CAP Inc

v) Presentation, Discussion, and Possible Action on the release of a Request for Applications for provision of Services for the Comprehensive Energy Assistance Program (CEAP) in Tom Green County

w) Presentation, Discussion, and Possible Action on the authority for the Executive Director to release a NOFA for CSBG State Discretionary Funds, to fund Innovative Programs created by Community Action Agencies under CSBG ARRA

ACTION ITEMS

Item 2: ARRA Accountability and Oversight:

a) Status Report on the Implementation of the American Recovery and Reinvestment Act of 2009 (Recovery Act) — **Brooke Boston, DED Community Based Programs**

Item 3: Appeals·

a) Presentation, Discussion, and Possible Action on Multifamily Program Appeals — **Robbye Meyer, Dir Multifamily**

10115	Tuscany Place	Kingwood

Appeals Timely Filed

b) Presentation, Discussion, and Possible Action on Tax Credit Assistance Program Appeals — **Tom Gouris, DED Housing Programs**

09750	Residences at Weatherford	Weatherford

Appeals Filed Timely

c) Presentation, Discussion, and Possible Action on Exchange Program Appeals — **Tom Gouris, DED Housing Programs**

09904	LULAC Hacienda Apartments	Corpus Christi
09957	Woodland Park at Decatur	Decatur

Appeals Filed Timely

d) Presentation, Discussion, and Possible Action on HOME Program Appeals — **Tom Gouris, DED Housing Programs**

Appeals Filed Timely

e) Presentation, Discussion, and Possible Action on Underwriting Appeals — **Brent Stewart, Director, REA**

77090000252	Renaissance Village Apartments	San Antonio

Appeals Filed Timely

f) Presentation, Discussion, and Possible Action on Housing Trust Fund Program Appeals — **Dee Patience, Mgr HTF**

Appeals Filed Timely

Item 4: Rules:

a) Presentation, Discussion, and Possible Action regarding approval for publication in the *Texas Register* of final orders adopting amendments to 10 TAC Chapter 5, Subchapter H, Section 8 Housing Choice Voucher Program, §5 801, Project Access Initiative concerning the Project Access Initiative — **Brooke Boston, DED Community Based Programs**

b) Presentation, Discussion, and Possible Action to publish proposed amendments to the rule for the HOME Program, 10 TAC Chapter 53, Subchapters B, C, D, and H for public comment and publication in the *Texas Register* — **Jeannie Arellano, Dir HOME**

c) Presentation, Discussion, and Possible Action regarding approval for publication in the *Texas Register* final orders repealing 10 TAC Chapter 49, concerning 2009 Housing Tax Credit Program Qualified Allocation Plan and Rules, and adopting new 10 TAC Chapter 49, concerning 2011 Housing Tax Credit Program Qualified Allocation Plan and Rules — **Robbye Meyer, Dir MF**

d) Presentation, Discussion, and Possible Action regarding approval for publication in the *Texas Register* final orders repealing 10 TAC Chapter 35, concerning 2009 Multifamily Housing Revenue Bond Rules, and adopting new 10 TAC Chapter 35, concerning 2011 Multifamily Housing Revenue Bond Rules

e) Presentation, Discussion, and Possible Action regarding approval for publication in the *Texas Register* of proposed repeal of 10 TAC Chapter 60, Subchapter A, §§60 101 – 60 126 and proposed new 10 TAC Chapter 60, Subchapter A, §§60 101 – 60 129 — **Patricia Murphy, Chief, Comp & Asset Oversight**

f) Presentation, Discussion, and Possible Action regarding approval for publication in the *Texas Register* a final order adopting new 10 TAC Chapter 1 §1 1 concerning Definitions for Housing Program Activities

g) Presentation, Discussion, and Possible Action regarding approval for publication in the *Texas Register*, proposed amendments to 10 TAC Chapter 5, Subchapter A §5 3, §5 20, Subchapter B §5 203, §5 207, §5 210, §5 216, Subchapter C §5 303, §5 304, §5 310 — **Michael DeYoung, Dir CA**

h) Presentation, Discussion, and Possible Action regarding approval for publication in the *Texas Register* a final order adopting Amendments to 10 TAC Chapter 5 Subchapters A, E and I

i) Presentation, Discussion, and Possible Action regarding approval for publication in the *Texas Register* final orders repealing 10 TAC Chapter 1, Sections 1 31 – 1 37, 2010 Real Estate Analysis Rules and Guidelines and adopting new 10 TAC Chapter 1, §§1 31 – 1 37, 2011 Real Estate Analysis Rules and Guidelines — **Brent Stewart, Dir REA**

Item 5: Multifamily Division Items – Housing Tax Credit Program: — **Robbye Meyer, Dir Multifamily**

a) Presentation and Discussion of the Status of Applications Awarded Housing Tax Credit Exchange Funds

b) Presentation, Discussion, and Possible Action to Award Remaining Exchange Funds and/or return of Funds to the US Treasury Department

Item 6: Disaster Recovery — **Sara Newsom, DED, Emergency Housing & Disaster**

a) Presentation, Discussion, and Possible Action on Action Plan amendment for Rita Round II, transferring disaster unobligated or unutilized funds to the Homeowner's Assistance Program

b) Presentation, Discussion, and Possible Action on Action Plan Amendment for Rita Round I, transferring disaster unobligated or unutilized funds to a State Administered Housing Assistance Program

c) Presentation, Discussion, and Possible Action regarding Request for Amendments to CDBG Disaster Recovery housing contracts administered by TDHCA for CDBG Hurricane Ike/Dolly Round I Funding

70090001	City of Houston	Houston
70090005	Montgomery County	Conroe
70090014	Galveston County	Galveston

d) Presentation, Discussion, and Possible Action regarding Disaster Recovery Housing Program Guidelines

e) Presentation, Discussion, and Possible Action regarding the Materially Complete Draft of the Phase 1 Analysis of Impediments

REPORT ITEMS — **Kent Conine, Chairman**

1 TDHCA Outreach Activities, September/October 2010

2 Disaster Recovery Division's Status Report on CDBG and FEMA AHPP Contracts Administered by TDHCA, including update on Ike/Dolly Round II — **Sara Newsom, DED, Emergency Housing & Disaster**

EXECUTIVE SESSION

The Board may go into Executive Session (close its meeting to the public) — **Kent Conine, Chairman**

1 The Board may go into Executive Session Pursuant to Texas Government Code §551 074 for the purposes of discussing personnel matters including to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

2 Pursuant to Tex Gov't Code, §551 071(1) to seek the advice of its attorney about pending or contemplated litigation or a settlement offer, including

a) The Inclusive Communities Project, Inc v Texas Department of Housing and Community Affairs, et al filed in federal district court, Northern District of Texas

b) Caroline Miller, et al vs State of Texas, et al, filed in District Court for Travis County

c) Claim of Gladys House filed with the EEOC

AGENDA ITEM #39g

General Provisions for the Galveston County Housing Assistance Program

1.0 PURPOSE OF PROGRAM:

The purpose of the Community Development Block Grant (CDGB) Disaster Recovery Program (the Program) is to provide housing assistance to those affected by Hurricane Ike, which occurred on September 13, 2008

1 1 Galveston County will administer this disaster recovery housing program (hereinafter referred to as the Galveston County Housing Assistance Program or GCHAP) in accordance with these Housing Guidelines (the Guidelines) and GCHAP Policies and Procedures

1 2 Under the GCHAP, financial assistance will be provided for owner occupied single-family minor repair, rehabilitation, reconstruction, demolition only on blighted properties, and elevation of homes The focus of the Program is to fulfill an unmet housing need to applicants and quickly provide safe, sanitary, and secure housing by bringing existing Hurricane Ike affected housing units into compliance with applicable health and safety codes or replacing those existing structures that cannot be technically or economically repaired The standards for minor repairs include bringing the individual repairs to applicable codes, standards, and specifications as well as the entire house to the US Department of Housing and Urban Development's (HUD) Housing Quality Standards (HQS) using specific inspection criteria. Rehabilitation standards include conformance with local building codes, standards, and ordinances, Texas Windstorm Insurance Association requirements, local health and safety codes and HUD's housing quality standards. Reconstruction and Replacement standards include replacing or reconstructing structures that complies with the universal design features in new construction established by Sec 2306.514, Texas Government code, local health and safety codes, energy standards as verified by RESCHECK certification, and International Residential Code (IRC) (with windstorm provisions), elevation requirements, and International Building Code (IBC)

1 3 Galveston County shall make every effort to ensure that structures served by the Program supplement the structurally sound housing stock in the area served and that the housing is of fitting design and quality so as to improve the neighborhood in which they are completed

1 4 In special cases and only when existing conditions would mean that replacing a housing unit on the same site would continue or exacerbate an unsafe condition, homeowners may be given assistance to acquire or newly construct a housing unit on a safe site within Galveston County

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Examples of unsafe conditions shall include, but not be limited to, housing located in a special flood hazard area, unsafe soil conditions, environmental hazards that cannot be mitigated, or other conditions that cannot be changed and would continually put occupants in harm's way

2.0 DESIGNATED AUTHORITY TO ADMINISTER PROGRAM AND ASSISTANCE AMOUNTS

The Program was authorized by Congress in Public Law 110-329, the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act*

2 1 All proposed Program activities must meet one of the following three National Program Objectives

i Principally benefit low- and moderate-income persons; or

ii Aid in the elimination of slum or blight, or

iii. Meet other community development needs of particular urgency which represent an immediate threat to the health and safety of residents of the community.

2 2 Pursuant to explicit authority in the appropriations act, HUD has also granted an overall benefit waiver that allows for up to 50 percent of the grant to assist activities under the urgent need or elimination of slums and blight national objectives, rather than the 30 percent allowed under the annual State CDBG program.

2 3 This program shall be governed by the State of Texas Action Plan for CDBG Disaster Recovery Grantees (Action Plan) and operated in accordance with all applicable rules and regulations of

i The US Department of Housing and Urban Development ("HUD"),

ii The Texas Department of Housing and Community Affairs ("TDHCA"),

iii. The Galveston County Housing Assistance Program ("GCHAP") including associated documentation e g the Galveston County Method of Distribution (MOD) and contract between TDHCA and Galveston County for the provision of these disaster recovery services initially executed by the parties and including any subsequent modifications;

iv ' Applicable Historical and Environmental rules and regulations

2 4 The Program shall be under the direct supervision of ~~James Wilson~~Brenda Bock, Galveston County Director of Housing and Economic Development, or ~~his~~ her designee

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2 5 Maximum Funding by project type is as follows (includes all hard and soft costs)

i Minor Repair limit is $25,000

ii Rehabilitation limit is ~~$85~~ ~~$60~~85,000

iii Reconstruction limit is $125,000

iv Elevation limit is $50,000

v Demolition (blighted areas) $10,000

3.0 PROGRAM PHASES AND ASSOCIATED ACTIVITIES

The Program has **five** distinct **phases** or steps as outlined in Exhibit 1.0 below,

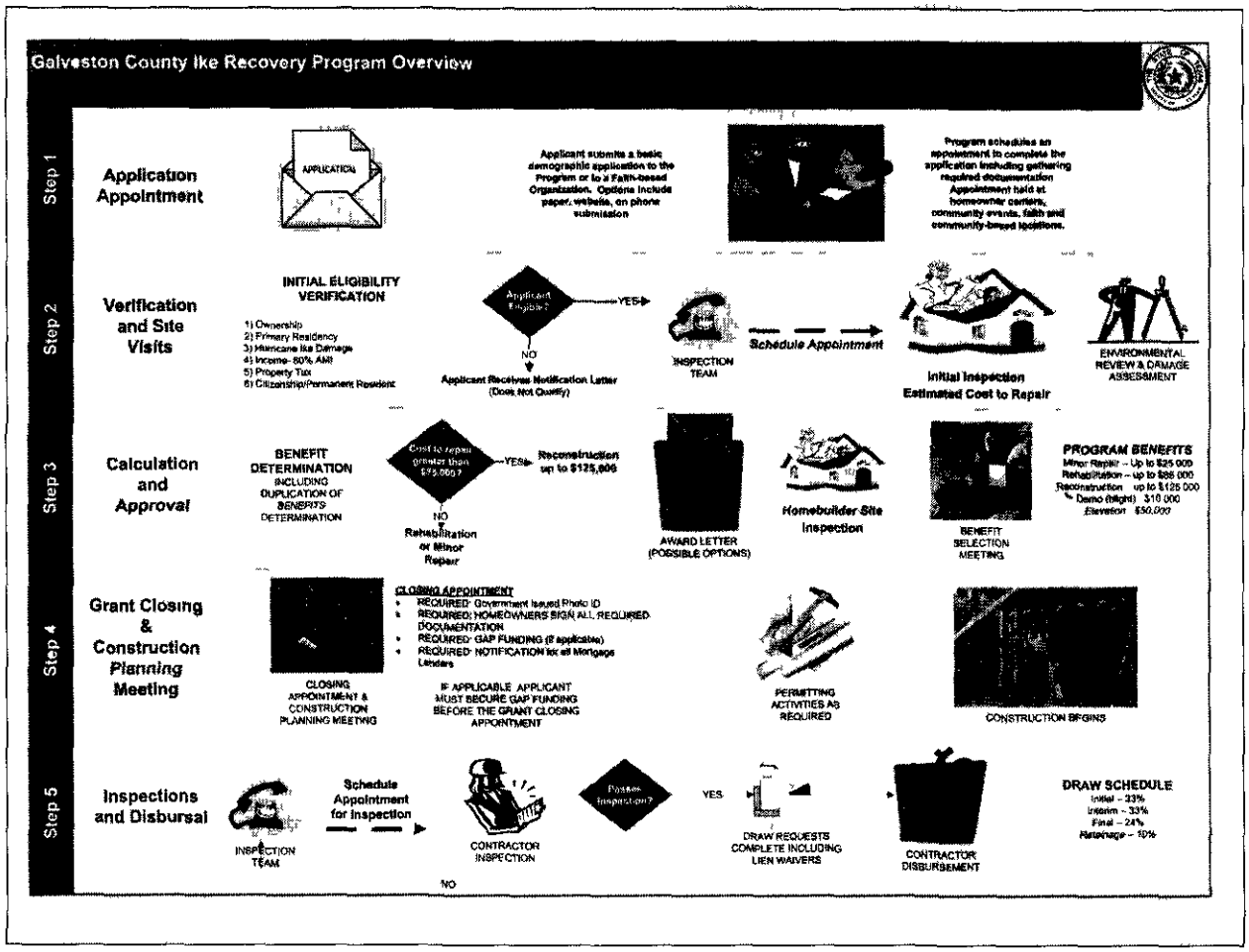

Exhibit 1.0 - The Galveston County Housing Assistance Program is designed to efficiently move applicants through the five project phases

3 1 1 **STEP 1 – Application Processing** This step is designed to facilitate ~~the applicants~~ completing the Program application process ~~including providing~~and includes the applicant's ability to provide all required eligibility documentation~~ as discussed in Section 2 of these guidelines~~ The application process ~~is completed in~~ has two phases and is considered complete only after both phases are entirely finished

3 1 2 **The *Initial or Demographic application*** gathers basic information about the ~~applicant~~Applicant and~~/or joint applicant~~ Co—Applicant and provides a basic outline of the Program's eligibility criteria ~~Completion of~~(Married applicants are required to have spouses apply to the program as "Co-Applicant ") Once this application is complete, the applicant and co-applicant are contacted by the Program to schedule an appointment at the Service Center The initial application can be completed online, in paper form, or over the phone with a Program customer service representative.

3 1 3 The ***Comprehensive application*** gathers basic information on all household members and is completed in person with a Program Intake Specialist in a Program Service Center This application requires eligibility specific documentation and must be signed and notarized The second phase of the application process is also used to determine the applicant's position in any first come/first served determination. First come/first served means that applicants are considered for eligibility based on the point in time when the application and all required documentation have been received

~~3 1 2~~3.1.4 GCHAP has elected to grant those applicants and co-applicants currently residing in a FEMA Temporary Housing Unit priority applicant status meaning that their application may be processed and eligibility determined in an accelerated manner

~~3 1 3 The *Comprehensive application* is completed in person with a Program Intake Specialist in a Program Service center This application requires eligibility specific documentation and must be signed and notarized~~

~~3 1 4~~3 1 5 GCHAP will accept applications as follows.

i In person at addresses to be announced in press releases and on GCHAP's website

ii Length of time, days, and hours that applications will be available, including but not limited to

- Downloadable application online 24 hours a day at www galvestoncountyhap com,

GCHAP Housing Guidelines 01132011 Compared-Revised 1-14-11 Submitted~~GCHAP Housing Guidelines~~ 01~~9~~14~~30~~201~~0~~1 Page 4 of 24

- During regular business hours at GCHAP's places of business in Bolivar Peninsula, Bacliff, and the Old(21st St) Galveston County Court House;
- At special events where sites and times listed on the website

iii Via regular mail at 722 Moody, 1st Floor, Galveston,TX 77551

iv Special arrangements Arrangements can be made for persons with special needs, language interpretation needs, or for persons needing alternate times and locations by telephoning or emailing a request A toll free helpline will be available to answer questions related to the application and eligibility This toll free telephone number is 1-877-221-8215

v General Intake Policy GCHAP Intake Specialists encourage all Galveston County permanent residents whose residential property was damaged by Hurricane Ike to apply for the Program

As applicable to a particular (co)/applicant, the following documentation will be required

i Government issued photo ID such as driver's license, passport, Military ID or permanent resident card for both the Applicant and Co-Applicant

ii Name, age and social security number of all household members age 18 and over who will live in the home

iii Power of Attorney or Communication Designee information

iv Ownership Documents that have not been recorded in the public records

v Copy of current property tax bill If prior years property taxes are delinquent, provide evidence of an approved tax deferral or approved payment plan

vi Divorce Decree / Dissolution of Marriage

vii Utility bill from the time of the storm in Applicant's or Co-Applicant's name if damaged property was not homesteaded in 2008

~~vii~~ viii Death Certificate ~~if~~ or news paper obituary of any owner of record ~~is~~now deceased

ix Disability determination letter from the Veteran's Administration, the Social Security Administration, or a letter from a medical professional verifying the applicant's disability

~~viii~~ x FEMA registration number and amount received or denial letter

~~ix~~ xi SBA loan number, amount approved and amount received or denial letter

~~x~~ xii Insurance (Homeowners, Flood, Wind) information including company name, agent's name, phone number, policy date, policy number, claim number, amount received for structure

~~xi~~ xiii ~~Receipts~~Paid receipts, cancelled checks or credit card statements in the ~~applicant's~~Applicant or Co-Applicant's name to ~~prove~~confirm that FEMA, SBA or insurance proceeds were used to make repairs to the damaged home Along with name and contact information of entity that made such repairs

~~xii~~ xiv Lien and mortgage information including name of lender, contact information, estimated payoff balance, account numbers or payment coupon/mortgage statement

~~xiii~~ xv Proof of income and assets for each member of the household 18 or older or received on behalf of minor children Including but not limited to

INCOME

- **EMPLOYMENT** - Wages, salaries, tips, part time income, seasonal income
  - 4 consecutive paystubs from employment
- **MILITARY** - Armed Forces income
- **BUSINESS** - Net income from an interest in a business or partnership
  - Income Tax Returns (most current tax year, if ~~2009~~most current taxes have not been~~not~~ filed, need a copy of the extension form and ~~2008~~ previous year's tax return)
- **ASSISTANCE** - Payments in lieu of earnings~~, such as~~ (e g unemployment and disability compensation, ~~worker's~~worker's compensation, and severance)
- **BENEFITS** - Temp Assistance for Needy Families (TANF) or Social Security Benefits
- **SUPPORT** – Alimony or child support
- **PENSION** - Pensions or annuities
- **GIFT** - Regular monetary or non-monetary gifts from friends or family
- **SERVICE** - Money earned from providing services
- **INTEREST** - Interest from bank accounts or investments

- FOOD STAMPS ARE NOT CONSIDERED INCOME

ASSETS

- **CASH** - Cash held in checking or savings accounts, safe deposit boxes or homes~~,~~
  - ~~Stocks~~6 months consecutive bank statements for checking account (12 months if household member is self employed)
  - 1 month current bank statements for savings account
- **INVESTMENT** - Stocks, stake in business or partnership, bonds, treasury bills, CDS, mutual funds, money market accounts, and other investment accounts~~,~~
- **RETIREMENT** - Individual retirement accounts, 401(k), Keogh accounts, pension funds and other similar retirement savings accounts~~,~~
- **LIFE INSURANCE** - Cash value of life insurance policies available to the holder before death~~,~~
- **PERSONAL** - Personal property that is held for investment purposes~~,~~
- **REAL** - Equity in real property ~~except equity in a homeowner's primary residence with a homestead exemption,~~
- **MINERAL** - Mineral rights~~; and~~
- **NOTE** - Mortgage or deeds of trust held by the applicant~~.~~ and/or co-applicant
- **SOLD** - Assets disposed of for less than market value within the past two years

- If applicant or co-applicant is responsible for paying child support and showing delinquent with the Texas Attorney General's office, applicant /co-applicant must supply evidence that all child support owed by applicant/co-applicant is paid to date, or must provide evidence of an approved payment plan and compliance therewith

~~3 1 5~~3 1 6 Application Criteria - In addition to the specific application criteria applying to the projects - as stated in these project's guidelines, the following generally applies

i. Repairs that prevent further damage to selected homes will be completed first, when possible

ii Incomplete applications will be placed on a waiting list until all required documents for the application are provided to GCHAP and the application is verified and certified as program eligible

iii Applicants and co-applicants will be given a reasonable time frame to complete all application documents Deadlines for returning required documents will be clearly noted on application packages Documents received after the deadline date will not be considered Incomplete applications will not be kept on the waiting list

~~3 1 6~~3 1 7 GCHAP may select applicants from existing Hurricane Ike waiting lists The next eligible applicant on the waiting list will be offered CDBG Disaster Recovery Fund assistance, if funds are available, after the applicant before them on the waiting list either served, declines assistance, or is deemed ineligible.

i GCHAP shall notify all applicants and co-applicants in writing of their eligibility status

ii GCHAP shall notify the applicant and co-applicants in writing if the requested emergency repair, rehabilitation, or reconstruction is deemed ineligible or not feasible

iii GCHAP shall be the sole arbiter of the (co)applicant's eligibility and the feasibility of any activity provided under the program

3 2 ~~Step~~ **STEP 2 – Verification and Site Visits.** During this step the Eligibility related information and documentation provided by the applicant is verified by the Program

3.2.1 Program eligibility criteria include the following

i The home was damaged by Hurricane Ike and the (co)applicant has not been able to ~~repair,~~ fully repair, or rebuild since the storm Verification of Hurricane Ike damage must be in the form of one of the following

- FEMA Claim letter for Housing Repair
- SBA Loan for Structure for Ike recovery
- Insurance Claim paid for structure (Coverage Type A)
- Online damage property database from Galveston County Engineering for non-municipal property in the flood zone areas
- Photo evidence from GCAD Pictometry system or Google Earth accompanied by a neighbor affidavit or news article

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- Other equivalent documentation as determined by the Director of the Galveston County Housing Department

ii Applicant and/or co-applicant occupied the damaged home as their principal residence on September 13, 2008

iii ~~Applicant~~Applicant —and/~~or~~or co-applicant —had an ownership interest in the home/property on September 13, 2008 and currently owns the damaged ~~home~~home/ property

iv The property must be located within GCHAP's region (Galveston County except within the City of Galveston's city limits) ~~Eligible properties are stick built homes, Modular Homes, Mobile Home Units, and Multi-family Units up to a 4-plex~~

v ~~Applicant's~~Applicant/co-applicant's property must be a stick built home, Modular Home, Mobile Home Unit, Recreational Vehicle (RV), Motor Home, 5th Wheel trailer, qualified vessel or a Multi-family Unit up to a 4-plex If the damaged property is a RV, Motor Home or 5th Wheel trailer or a qualified vessel the following criteria must also be met

- Structure must have been connected to utilities as of September 13, 2008 and utilities in the name of the Applicant or Co-Applicant
- Structure is generally fixed in a permanent location. If structure found to be mobile, the inspector will flag the file for further investigation
- Structure was not used for recreational purposes
- The Applicant and/or co-applicant must have owned the land upon which the damaged structure was located on September 13, 2008 If the structure was a qualified vessel, then the applicant and/or co-applicant must have owned vacant land in Galveston County as of September 13, 2008

~~v~~vi Applicant and co-applicant's household gross income must be less than 80% of the Area Median Income (AMI) for Galveston County

~~vi~~vii Applicant and/or co-applicant has no past due property tax balances on the damaged home or they have a current deferral or payment plan

viii ~~The~~ Applicant and/or co-applicant must be current on any Homeowner Association Dues

ix Applicant and/or co-applicant has no past due child support balances or is current on a payment plan

x Applicant and /or co-applicant must not be in an active Bankruptcy or Foreclosure

xi Applicant must have ~~any judgments or liens on~~ current government issued proof of identity

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If the ~~property, excluding mortgage liens~~applicant of the damaged structure died after Hurricane Ike (September 13th, 2008), the applicant's heir may be eligible if such heir resided in the damaged structure on September 13th, 2008 as their primary residence and is an heir under the will of the deceased or is named in an Heirship Affidavit

~~vii Applicant must be a U S citizen or permanent resident~~

3 2 2 Once the Eligibility Criteria have been met and the applicant ~~is~~and co-applicant are determined eligible, the Construction Inspection Team will inspect the home to determine the Estimated Cost to Repair (ECR)

3 3 The Construction Inspection team will estimate the funds necessary for the rehabilitation of the residence to meet applicable local, state, and/or federal building codes[1], mitigation efforts[2] to reduce the impact of future storms on the home, and/or to repair the storm damage to the home. Eligible construction activities will be detailed in the ECR.

~~StepFor rehabilitation projects, multiple bids will be requested and the Construction Inspection team will determine the most cost effective bid.~~

3 4 **STEP 3 – Calculation and Benefit Determination.** Once the ECR is determined the Benefit Determination Team will determine the program benefit for which the applicant is eligible based on the following schedule:

3 4 1 The estimated cost to repair will dictate whether the assistance needed will constitute a Minor Repair, Rehabilitation, or Reconstruction based on the following ECR levels:

i ~~Less than $~~ Between $5,000 and $25,000 – Minor Repair

ii Between $25,000 ~~and $85~~ $670,000 – Rehabilitation (NTE $85,000 in total program cost)

- If the Estimated Cost to rehabilitate a home is ~~75% or more than the 2008 Galveston County appraised value of home,, or is~~ 200% or more of the 2008 Galveston County appraised value of a home valued less than or equal to $35,000~~, or if a previously un-elevated home is required by local ordinance or NFIP regulation to be elevated~~, the project will automatically be changed to a Reconstruction project, even if the home has been deemed "repairable" The

[1] See Building Code Policy Portfolio for detailed policy information BC 1 0
[2] See Mitigation Policy Portfolio for detailed policy information BD 4 0

requisite Environmental Review approval for a Reconstruction will still be required

- There will be no elevation allowed on any home considered for Rehabilitation
- Any home's initial inspection that resulted in Form 11.01a being applicable will automatically be changed to a Reconstruction project

iii More than $~~85~~ $~~6~~70,000 – Goes to Reconstruction

~~iii~~ iv The final decision on whether a home is Rehabilitated or Reconstructed ~~is determined~~must be approved by the State before any action is taken by the County The ~~County will include a statement reading~~applicant will be made aware of and~~&~~ ~~counciled~~counseled on this requirement The applicant will also be required to initial the statement~~,~~ "PENDING STATE APPROVAL" on the~~-~~ Benefit Selection and/or signing event documents~~ form~~

~~3 4 2~~ Except for minor repair, all construction items in the scope of work will be in compliance with building codes Additionally, the entire structure will be brought up to compliance of Housing Quality Standards ~~Except for Minor Repair, the entire structure must be in compliance with building codes and zoning ordinances and applicable construction or livability standards after assistance is provided~~

3 4 2 Reconstruction projects will include concrete pads under homes elevated seven feet or more, and concrete parking pads with driveways when project plans and cost caps allow

3.4.3 Any housing unit built before 1978 must be inspected for hazards associated with the presence of lead-based paint or may be presumed to have lead-based paint hazards if the home will be repaired or rehabilitated Proof of notifications, work completed and clearance examination will be available for GCHAP's file

3 4 4 Housing units located in an area where Federal Assistance is not permitted by the Coastal Barriers Resource (CBR) Act or within runway clear zones of either a civil or military airport are not eligible properties The current Flood Insurance Rate Map will be used to determine if the damaged property is in a CBR System unit

3 4 5 Additional program benefits include demolition without reconstruction with a cap of $10,000 and elevation of homes with a benefit cap of $50,000

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3 4 6 As a component of the Grant Determination, the Program shall determine if any duplication of benefits (DOBs) exists as defined by the Stafford Act Duplication exists if funds were received from any of the following sources and not used for a recognized "Allowable Activity"

i Private insurance payments related to the structure as opposed to contents

- DOB amounts received under settlements, court orders, or claims will be reduced by a pro-rata share of the attorney's fees and other direct costs such as filing fees, copying fees, etc.

ii Payments from FEMA

iii Loan amounts received from SBA

iv Funds received for mitigation activities such as Increased Cost of Compliance

v Any other source resulting in a monetary payout to address ~~disaster~~ damage to the structure

3 4 7 Recognized allowable activities that can be used to offset what would otherwise be a duplication of benefits may include the following.

- Structure repairs (i e roof, foundation, electrical, plumbing, and windows)
- Tree/shrub removal if the tree/shrub blocked access to the home
- Cost of interim housing (rent, hotel payments, purchase of an RV, motor home or travel trailer)
- Labor, material, and equipment rental to repair the damaged residence (includes carpeting, cabinetry, appliances, flooring, fixtures, doors, walls, and ceilings)
- Demolition costs related to the damaged home
- Repair or replacement of wells, sewer system including septic tanks, electricity, air conditioning and heating systems, plumbing, and water heaters
- Grading or leveling of property
- Rental of Disposal and Removal Equipment (i.e backhoes and dumpsters) used to gain access to the home
- Other costs or expenses associated with repairing, stabilizing, or reconstructing the property Tools, Tarps, Building Supplies, Siding, and Paint~~,~~

3 4 8 Once the applicant has been determined eligible~~, the ECR determined together with the associated program benefit~~, and any gap associated with duplicated funds calculated, the homeowner and their assigned contractor will meet for a Benefit Selection meeting At this

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meeting, specific home selections to include elevation, colors, site placement, etc are discussed with the homeowner Homeowner funded upgrades will be also be presented as an option at this time

3 4 9 ~~Step~~Based on Applicant selections during the Benefit Selection meeting, the Grant Calculation will be completed by determining the ECR together with the associated program benefit reduced by any gap related to DOB

3 5 **STEP 4 – Contract Signing** During the Contract Signing, the homeowner, homebuilder, and Galveston County will sign a series of documents including:

3 5 1 Construction Contract Documents

3 5 2 Unsecured Forgivable Promissory Note (Unsecured Note) to include program covenants on the property Program covenants include the following:

1 The applicant will remain the owner & occupant of the home ~~either~~ rehabilitated or ~~replaced~~ constructed by the program for no less than three years upon completion of the (re)construction activities

3 5 3 The homeowner will maintain ~~Hazard~~hazard insurance in perpetuity (and flood insurance if the home is located in a floodplain) and will ~~provide a certificate of insurance at contract signing evidencing said insurance along with~~include the County of Galveston ~~placed~~ as ~~co-~~being additionally insured for the length of the term of the UNSECURED LOAN The County will provide the first year's insurance premium on all new construction projects For Rehabilitated homes, in the event that the homeowner does not have insurance in place, the County will provide the first year's insurance premium

3.5 4 Upon final payment by Galveston County, contractors shall provide release of liens

3 5 5 Due on Sale and Transfer of Property Disclosure

3 5 6 Certification of Principal Residence

3 5 7 If a ~~gap is identified by the~~ duplication of benefits ~~calculation~~gap is identified and/or the homeowner selects any construction upgrades, the homeowner will be required to bring guaranteed funds in their entirety to the contract signing

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3 6 **STEP 5 – Inspections and Disbursals** Homes will be inspected by the ~~Programs~~Program's construction team as each home clears defined construction milestones The inspections will ensure that all applicable permitting and windstorm inspections have been completed as well as inspecting the home to ensure it meets Program requirements

3 6 1 ~~On~~ Upon successful inspection, the homebuilder will provide all required disbursement documentation to include but not limited to

i Contractor Request for Payment
ii Lien Waiver Affidavits - Notarized
iii Bills Paid Affidavits - Notarized
iv Itemized Invoice from Homebuilder
v Progress Inspection Reports
vi Pictures of Home Supporting Progress
vii Contract and Subcontract Activity Reports

3 6 2 The inspections and associated disbursement schedule will be as follows

Reconstruction

i Foundation ~~Initial – 33%~~ - No disbursement
ii Interim – 33%
~~ii~~ iii Second Interim – 33%
~~iii~~ iv Final – 24%
~~iv~~ v Retainage – 10%

Rehabilitation

i Initial – 20%
ii Final – 70%
iii Retainage – 10%

Minor Repairs

i Final – 90%
ii Retainage – 10%

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4.0 PROGRAM MARKETING

The availability of the Program funds shall be publicized in accordance with Fair Housing Standards and the information made available via a comprehensive marketing program including press releases, public service announcements, and informational pamphlets

4 1 Press releases in the local newspapers, including but not limited to the following

i Galveston Co Daily News

ii Houston Chronicle

iii Austin American Statesman

iv Beaumont Enterprise

v Dallas Morning News

vi The Post

4 2 Public Service Announcements (PSAs), which are developed and distributed to local broadcast media, including but not limited to the following

i Radio to generate interviews and public service announcements

- KPRC AM 950 (format. News/Talk)
- KRTS FM 92.1 (format. independent network, classical)
- KSBJ FM 89 3 (format: contemporary Christian)
- KSEV AM 700
- KTRH AM 740
- KGBC AM 1540
- Austin, Dallas, Beaumont and San Antonio to be targeted utilizing network radio opportunities

ii Television to generate interviews and public service announcements

- KHOU TV CH 11
- KPRC TV CH 2
- KRIV TV CH 26
- KTMB CH 48 Telemundo
- KNWS TV CH 51
- KXPB – PAX TV CH 49
- KTRK TV CH 13
- CH 55
- KXLN TV CH 45

iii Informational pamphlets, public notices, and outreach targeting special needs groups distributed by public or non-profit organizations, including but not limited to the following.

- Catholic Charities
- Lutheran Social Services Disaster Response – Ike RISE
- Boat People SOS

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- ICNA Relief USA
- G R A C E Community Services
- South East Texas Interfaith Organization
- Gulf Coast Centers
- Mainland Children's Partnership

iv Informational pamphlets, public notices, and outreach materials may include

- **Flyers** – Flyers will be posted in prominent places such as churches, schools and community centers, chambers of commerce, economic development corporations, mortgage companies, real estate companies, rotary clubs and other civic groups throughout the community These flyers will provide information about the program, contact information, and scheduled Community Days

- **Outbound Calls** – Outbound calling will be done from the project call center as detailed below

  - For applicants from Faith-Based Organizations (FBOs), a revised release and application can be mailed to potential participants. The Program Call Center will attempt to contact each homeowner by phone to inform them of the details of the program

  - The participant may be called to schedule an appointment at a local Service Center or during a future Community Day.

  - Once determined eligible to participate in the program, participants will be called by individual inspectors to schedule an appointment for the initial inspection

- **Inbound Calls** – Inbound calls will be taken at the call center from all project stakeholders

  - Program participants will be able to call the Call Center Monday – Friday to gather information on the status of their application and next steps.

  - Program participants can call the Call Center to schedule an appointment at one of three project Service Centers

- **Community and Faith-Based Outreach (FBOs)**

  - Community and FBOs will be provided information, potential ~~applicants~~applicant lists and flyers about the program They will be asked to help inform members of their community about the program

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- The PM team will work with volunteers from Communities and FBOs to assist them in providing assistance to their individual constituencies to complete the application and gather the associated documentation

4 3 GCHAP is strongly committed to providing information in English, Spanish, and Vietnamese as appropriate An interpreter of Spanish or Vietnamese will be made available to assist in the application process as needed

4 4 Affirmative Marketing Plan – In addition to marketing through widely available media outlets, GCHAP will take additional measures to affirmatively market the CDBG Disaster Recovery Fund program services, as follows

4 4 1 GCHAP will contact and market to the following local organizations that provide unique access for persons who are considered members of a protected class under the Fair Housing Act

i NAACP
ii Advocacy, Inc
iii Silver-haired legislature
iv League of United Latin American Citizens (LULAC)
v Vietnamese churches
vi Catholic Charities

4.4.2 GCHAP will advertise with the following media outlets which provide unique access for persons who are considered members of a protected class under the Fair Housing Act including: *Ethnic newspapers and/or radio stations*

4 4 3 In addition, GCHAP will take the following measures to make the program accessible to persons who are considered members of a protected class under the Fair Housing Act *Hold informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), provide sign language assistance when requested, and provide special assistance for those who are visually impaired when requested*

4 4 4 Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained by GCHAP and made available to the public upon request

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4 4 5 Whenever possible, GCHAP will use the Fair Housing logo in advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights and obligations under Fair Housing regulations

5.0 CONTRACTOR PROCUREMENT AND ASSOCIATED CONSTRUCTION ACTIVITIES

Galveston County will solicit bids for "Work" needed to support the GCHAP following Galveston County standard procurement protocol

5 1 Work Scope – "The Work", consists of repair/rehabilitation or reconstruction/replacement of Site-Built/Modular Home/Mobile Home Units (MHUs) using builder-supplied house plans and specifications, performing demolition and total removal of all standing structural components and any building debris prior to initiating new reconstructions meeting all Federal, State, and local jurisdictional requirements Some houses/MHUs will require elevation to the Federal Emergency Management Agency (FEMA) Base Flood Elevation (BFE) or local jurisdictional requirements, and some will require related Uniform Federal Accessibility Standards (UFAS)-compatible components Texas State Law 2306 514 will be applied except in rehabilitation situations

5 2 The "Work Area" includes unincorporated areas of Galveston County (excluding the City of Galveston) and includes Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City, Freddiesville, San Leon, Bacliff, Crystal Beach, Gilchrist, Bolivar, Bayshore, and Tiki Island Only those areas within these municipalities that also are within Galveston County are included in the Work Area

5 3 Bidders may submit their bids to perform stick-built/modular homes reconstruction/replacement, MHUs reconstruction/replacement, rehabilitation/minor repairs, and/or demolition services GCHAP provides special consideration for Historically Underutilized Businesses (HUBs) and locally owned businesses with low-income workers (Section 3) desirous of participating in the RFP/RFQ process GCHAP has elected to significantly reduce bonding requirements in order to ensure HUBs and local businesses were able to participate in the process

5 4 Qualification Review - Submitted bids will be evaluated on the following criteria

i Experience
ii Capacity to Perform
iii Cost
iv Financials

v Products

vi Quality

vii Other as noted in RFP/RFQ

5 5 Procurement Schedule – A sequence of events for the RFP/RFQ and initial bidding process is included below

i Advertise RFP/RFQ

ii Re-advertise RFP/RFQ

iii Mandatory Pre-Bid Conference

iv. Questions Due from Bidders (in writing)

v Response to Questions by Galveston County

vi Bids Due from Bidders

vii Bidder Selection by Review Committee

viii. Recommendation to Commissioner's Court

5 6 Performance and Payment Bonds – The County of Galveston may require payment and performance bonds in the amounts of 100% of the total amount of each contract ultimately awarded to the contractor as is required by Government Code, § 2253 021

5 7 Insurance – The proposer shall provide proof of current general liability policy of at least $1 million dollars per occurrence and $2 million dollars aggregate, with no exemptions/exclusions for residential properties. All insurances shall list Galveston County as additional-insured The proposer shall provide proof of coverage, or a statement that they maintain the coverage below, or that the following coverage will be obtained if selected for this Work All such insurance shall be issued by a company that is licensed to do business in the State in which the work is being performed and that has a rating equal to or exceeding A/VII from A M Best.

- Automobile Liability - $1 million dollars
- Workers Compensation - Statutory
- Employers Liability - $500,000 each Accident, $500,000 Disease-each employee, $500,000 Disease – Policy Limit
- Builders Risk including Flood and Named Windstorm for the value of the contract Include a Broad Form Named Insured

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- Excess Umbrella Liability Insurance in the amount of five million dollars ($5,000,000) per occurrence

- Professional Liability (applicable if any homebuilders are involved in the design, drawings, or professional services) to cover all acts, errors, or omissions by the Subcontractor in the amount of one million dollars ($1,000,000) per claim, with an annual aggregate of at least two million dollars ($2,000,000), inclusive of legal defense costs In addition, such coverage shall include the disclosure of personal information If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract

5 8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

By submission of its bid, Bidder certifies that it is not ineligible for participation in federal or state assistance program under Executive Order 12549, "Debarment and Suspension" Bidder further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Bidder also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract Bidder agrees that it shall refund Galveston County for any payments made to it while ineligible

5.9 Construction Standards

The following standards will apply to all construction related activities associated with the Program

5 9.1 All repairs must be for ~~unmet needs~~ needs ~~un~~that were not met by other disaster recovery programs and must address structures that were damaged as a result of Hurricane Ike

5 9 2 GCHAP shall conduct a Benefit Selection conference with the contractor and the applicant The terms of the proposed agreement will be explained along with the roles of GCHAP, the contractor, and the applicant Additionally, GCHAP will explain the inspection procedures, completion requirements, and payment procedures At the Benefit Selection conference, GCHAP shall have the following documents properly executed by both the applicant and the contractor for rehabilitation and repair projects

i Notification of Lead-Based Paint form,

ii Benefit Selection form, and

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iii Exterior and interior "before" pictures will be taken and placed in file

5 9 3 All sites must be cleaned before any construction activity can begin

5 9 4 The contractor is responsible for documenting and obtaining all necessary permits to be posted at each site in plain view, at the contractor's expense, and may be included as part of the bid The permits will be posted at each site in plain view A permit box in the front yard, or posted in the front window of the home is acceptable. GCHAP shall present the construction contract to be executed by the applicant and the contractor

i Where applicable, separate permits may be required for work to be done on Mechanical/Electrical/Plumbing/Structural (MEPS) systems Any MEPS work that requires a permit must be performed under the supervision of a licensed tradesman and the work shall be inspected to ensure that work is in full compliance with applicable state and local building codes

ii Where applicable, building permits will be required for construction work and the building inspector for that area will inspect the job in accordance with the area's normal building inspection requirements

5 9 5 The contractor shall begin work within fourteen (14) calendar days of receiving the issuance of the Notice to Proceed Prior to receiving a Notice to Proceed from GCHAP, Contractors who disturb the site may lose their funding with no recourse

5.9.6 The construction contractor will ensure that all rehabilitated portions of the properties comply with state and local building codes and that the entire structure complies with local health and safety codes and HUD's housing quality standards (HQS) All reconstructed and newly constructed housing units comply with the universal design feature in new construction, energy standards as verified by RESCHECK certification, International Residential Code (IRC), International Energy Conservation Code (IECC) and the Construction Requirements for Single Family Affordable Housing for new construction (Section 2306 514 Texas Government Code), and all other federal, state, and local construction, health and safety code requirements upon project completion

5 9 7 GCHAP or designee will oversee the work of the construction contractor for each rehabilitation and reconstruction project

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5 9 8 Each construction contract executed with a contractor shall contain a completion date and provide for Liquidated Damages if the contractor fails to meet such completion date

5 9 9 Contractor Warranties

Contractors will provide, ~~according to the Texas Residential Construction Commission~~ a set of limited warranties and building and performance standards in accordance to State law which include

- a one-year workmanship and materials warranty,
- a two-year mechanical and delivery system warranty;
- a ten-year structural warrant

Contractors will also provide "Warranty Standards" defined within GCHAP means

(a) for any items for which standards are not published, the standards of construction established under the Housing Quality Standards that have been approved by the U S Department of Housing and Urban Development, and

(b) except where preempted by the above express standards, all applied warranties, including the warranty of habitability.

In addition, the Warranty Standards for MODULAR HOMES include those contained in Chapter 1202 of the Texas Occupations Code and its implementing regulations at 16 Texas Administrative Code 70.

In addition, the Warranty Standards for MANUFACTURED HOUSING UNITS include those set forth in the Texas Manufactured Housing Property Standards Act and the Federal Warranty Act of Manufactured Housing

6.0 FILES AND RECORDS

6.1 GCHAP shall maintain accurate files and records on each applicant All pertinent documentation must be maintained for five years after TDHCA notifies GCHAP that HUD has closed out the Program Such files shall be open for public inspection in accordance with the Texas Public Information Act, and be available at GCHAP's offices

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6 2 Project Close-Out GCHAP shall ensure that upon completion of each project, the following closeout forms are submitted to GCHAP/TDHCA

i HUD's Homeownership Assistance Project Completion Report,

ii other forms as may be required by GCHAP/TDHCA

6 3 Contract Close-Out· GCHAP shall ensure that upon completion of the Contract that the Certificate of Completion and other close-out documents will be retained in applicant's file

7.0 GRIEVANCE PROCEDURE AND LIABILITY

GCHAP will maintain a documented grievance procedures policy and associated procedure.

7 1 In order for a complaint to be processed it must be received in writing (includes fax and email) and must include

i The name of the complainant and contact information of the complainant

ii. Complaints may be submitted in the following ways:

By mail GCHAP 722 Moody(21st St), 6th Floor, Galveston, Texas 77550

By fax. 409-572-2107

7 2 Upon receipt of a written complaint, the following steps will occur:

i A control number will be assigned to the complaint

ii A review and/or investigation of the complaint will occur

iii A determination will be made as to which program the complaint refers

iv The findings will be submitted to an individual designated by GCHAP

v. A copy of GCHAP policies and procedures relating to investigation and resolution will be provided to the complainant and to each person who is subject of the complaint

vi The complainant will be notified of the resolution within fifteen (15) business days after the complaint was received.

vii If the applicant is not satisfied with the response to GCHAP findings, they may make an appeal in writing directly to the TDHCA within seven (7) business days after the date of the appealed response, and ultimately to the TDHCA Governing Board

7 3 Citizens will be provided with the address, phone numbers, and times for submitting complaints or grievances

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7 4 The Complaint Tracking System will categorize complaints, track the resolution process, and report on complaint status

7 5 Corrective action is implemented, where warranted

7 6 GCHAP Employees Not To Be Held Liable

7 6 1 No member, officer, agent, or employee of GCHAP shall be personally liable concerning any matters arising out of or in relation to, the commitment of CDBG Disaster Recovery Fund Program funds with regard to feasibility or viability of the proposed project

7 6 2 Changes, Waivers And/or Conflicts

i The Galveston County Director of Housing shall have the right to change, modify, waive or revoke all or any part of these guidelines in writing by a majority vote taken at an open meeting held by the Housing Director and approved by TDHCA

ii. No member of the governing body of GCHAP and no other official, employee, or agent of GCHAP who exercises policy or decision-making functions or responsibilities in connection with the planning and implementation of this Program shall be eligible for rehabilitation assistance, in accordance with 24 CFR Section 570 489(h), Conflict of Interest.

8.0 ADDENDUM

Desired changes and/or additions to this program design may be allowed Please cite the section that is to be replaced along with the proposed and/or alternative language Only amendments submitted in this way will be considered for TDHCA approval

APPROVED: _____

Signature Authority

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DEFINITION OF ACRONYMS

AMI:	Area Median Income
ADA	Americans with Disabilities Act
BFE:	Base Flood Elevation
CBR.	Coastal Barrier Resource
CDBG	Community Development Block Grant
DOB	Duplication of Benefits
ECR:	Estimated Cost to Repair
FBO	Faith Based Organizations
FEMA	Federal Emergency Management Association
GCHAP:	Galveston County Housing Assistance Program
HQS	Housing Quality Standards
HUB	Historically Underutilized Businesses
HUD	US Department of Housing and Urban Development
HVAC	Heating Ventilation and Air Conditioning
IBC·	International Business Code
IECC.	International Energy Conservation Code
IRC	International Resident Code
MEPS	Mechanical/Electrical/Plumbing Structural
MOD:	Method of Distribution
PM:	Project Manager
PSA	Public Service Announcement
RFP·	Request for Proposal
RFQ:	Request for Qualifications
SBA:	Small Business Association
TDHCA	Texas Department of Housing and Community Affairs
UFAS:	Uniform Federal Accessibility Standards

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