

August 19, 2015

Dr. John W. Frossard Superintendent of Beaumont ISD 3395 Harrison Avenue Beaumont, Texas 77706

Re: John H. Elamad

Dear Dr. Frossard;

Weaver is continuing its efforts in regard to conducting a forensic examination of the 2007 bond construction project (the Project). The Managers directed us to make a full accounting of the \$388.4 million in bond proceeds, determine if any of these proceeds were misappropriated and, if so, by whom. We were further directed to identify any fraud or wrong doing regarding the bond projects. In regard to this latter directive, we were told to work directly with the Federal and local Task Force, established between the Jefferson County District Attorney's and United States Attorney's Offices (the Task Force) which were prosecuting the illegal activity within Beaumont ISD (BISD or the District). This report is the second of at least 5 reports we anticipate issuing. Each report will focus on a separate issue or issues and recommend specific actions on the part of the Managers or the District. As more fully described below, the overall report on the Project management will be the final report.

Our overall investigation of the Project management continues and although we have made substantial progress, our completion has been impeded by legal counsel for Parson's Commercial Technology Group (Parsons) and Morganti Construction. Furthermore, the availability of relevant financial records for Healthy Resources Enterprises (HRE) and Eric Boutte has proven problematic. We have identified about fifteen present and former employees of the aforementioned companies who we believe have vital information regarding the performance and actions by their employers and/or the District's Administration. Legal counsel for these companies has blocked access to these witnesses with vague references to nondisclosure agreements between the companies and their present and former employees. Our requests for details regarding these agreements have been ignored. We previously recommended the Managers consider litigation in order to obtain the necessary testimony and information. We renew this recommendation at this time.

To date, we have accounted for the \$388.4 million in bond proceeds. As previously reported to the Managers, the bond proceeds were commingled with the District's general funds and approximately \$17.4 million in bond related expenditures were misclassified. We further determined \$8.1 million was transferred to the general fund at the completion of construction and apparently used for debt service on the bond project. We further identified apparent breaches of the Program Management Agreement between the District and Parsons, dated November 19, 2007, as well as other suspicious or improper acts by other parties.

We have been working closely with the Task Force and providing detailed information, both testimonial and documentary, regarding potentially illegal acts arising from or related to the bond projects. We previously made our first referral to the Task Force, with this being the second.

This report is being made directly to the Task Force under separate cover. The Task Force has requested this information not be disclosed publically until it concludes its investigation and prosecutorial processes. We are, however, available to make a verbal briefing to you and/or the Managers at the August 27, 2015 Board meeting.

Background

During our forensic examination of the bond funds, we determined that about \$6 million of commingled funds, which included bond proceeds, were used to make repairs as a result of the damage caused by Hurricane Ike September 13, 2008. These were spent prior to the District receiving funds from insurance claims or other hurricane damage related grants. In tracing the bond proceeds to these repairs, we identified several situations which have been discussed with the Task Force and will be referred for further investigation and possible criminal prosecution. In addition to making the referral to the Task Force on this first matter, we recommend the District seek recovery of all improper payments to the referenced contractor as more fully described below.

Investigative Summary

John H. Elamad (Elamad), Chief Executive Officer of International Design & Consulting Group, Inc., dba ECM (ECM), entered into a contract with Beaumont Independent School District (BISD) on December 19, 2008 to provide Engineering and Architectural Services in relation to Hurricane Ike damages to BISD campuses (Exhibit 1). The Engineering Services were to be performed by ECM and the Architectural Services were to be performed by CDA, another Elamad company. The services included Elamad acting as a Program Manager for the construction renovation on Willie Ray Smith Middle School (Smith MS) and Martin Luther King Middle School (King MS).

The contract states that "These services are to be provided based on a fixed rate of 6% fee of the Construction Work performed by the Contractor plus Expenses. Progress Billing shall be made on a monthly basis." The contract also outlines hourly rates for services not included in the fixed rate fee of 6%. Terry Ingram, former BISD Assistant Superintendent, signed this contract on behalf of BISD.

BISD's Board of Trustees (Board) did not approve the retention of Elamad or his companies prior to the date of the contract. Elamad made a presentation to the Board on January 24, 2009 as the Project Consultant to provide a damage assessment but did not mention his being retained as a Program Manager (Exhibit 2). The Board approved an emergency, no-bid contract with Healthy Resources, Inc. (HRE) to repair the hurricane damage to Smith in the amount of \$19,224,546.90 on February 19, 2009 (Exhibit 3). The Board retained SeTex Construction Corporation (SeTex) for the construction renovation at King.

Dr. Carrol A. Thomas, former Superintendent of BISD, advised the Board's Building & Grounds Committee on February 16, 2009 that he signed a letter of intent with Elamad but that the contract with Elamad would be presented to the Board on February 19, 2009 (Exhibit 4). The February 19, 2009 Board minutes do not reflect this presentation of Elamad's contract to the Board.

FINANCIAL ANALYSIS

Smith Middle School

Smith MS endured significant damage as a result of Hurricane Ike according to an estimate by Lloyd Broussard of Envirotech, who estimated repairs to cost \$18,790,682.28 (Exhibit 5). Smith MS was originally built in the 1920's and had a major renovation in the 1950's. BISD hired HRE, a company owned by Eric Boutte and his wife Raquel Boutte, for the renovation of Smith. BISD awarded two non-bid contracts to HRE, one for \$18,790,682.28 for renovation (Exhibit 6) and one for \$433,864.62 for improvements (Exhibit 7) for a total of \$19,224,546.90. The renovation contract had a "Contingency" line item in the amount of \$1,057,863. These contracts were dated February 19, 2009.

HRE was actually paid \$19,135,546.95 for these two contracts due to a deductive Change Order reducing the contract amount by \$89,000 (Exhibit 8). HRE was paid subject to Applications and Certifications for Payments they submitted monthly which were approved by Elamad as either the Architect or "Engineer" as follows (Exhibit 9):

Healthy Resources Enterprise Payments (HRE)

Application #	Date of Application	Date of Check	Check Number	Amoi	unt
1	2/24/2009	3/5/2009	553688	\$	2,641,261.65
2	3/24/2009	4/9/2009	555012	\$	1,622,907.31
3	4/24/2009	5/14/2009	556555	\$	1,385,240.32
4	5/23/2009	6/24/2009	558648	\$	3,465,958.50
5/1	6/23/2009	6/25/2009	558753	\$	3,026,509.74
6/2	7/23/2009	8/10/2009	559622	\$	2,617,630.90
7/3	8/24/2009	9/10/2009	560713	\$	405,407.31
8/4	9/25/2009	10/9/2009	562200	\$	624,913.13
5	10/23/2009	11/12/2009	563787	\$	12,727.97
10	10/29/2009	11/12/2009	563787	\$	1,183,946.83
11/6	12/31/2009	1/14/2010	566399	\$	2,149,043.29
Total Payments	3			\$	19,135,546.95

HRE's applications did not disclose any Change Orders to increase the cost of the project. Several Requests for Information (RFI) were submitted to BISD for a Change Order to increase the contracts, but they were all denied by BISD (Exhibit 10).

Elamad submitted monthly invoices to BISD as the Project Manager and was paid a total of \$1,207,912.82: \$1,148,452.82 in fees and \$59,460 in expenses (Schedule 1), starting in February 2009 through January 2011 with additional invoices in April and August 2011 (Exhibit 11). Based upon the amount paid HRE and Elamad's contracted 6% fee, Elamad was due \$1,148,132.82 in fees. Elamad was actually paid a slight overpayment of \$320.

Elamad provided a memorandum to Jane Kingsley, former CFO of BISD, on February 26, 2009 which provided an estimate of funds needed to complete the engineering design, engineering inspections, construction contract administration, issuing insurance damage assessment engineering reports as needed and construction progress reports during the construction of Smith MS (Exhibit 12). The estimate for these services relating to Smith was \$330,000 for the period December 2008 through November 2009. The construction work was scheduled to be substantially completed by the middle of August 2009, with punch-lists to be completed by the end of November 2009. Elamad billed for and was paid \$330,170 during this time period.

Elamad made a presentation to the Board's Building and Grounds Committee on August 17, 2009 in which the minutes reflect Elamad advising the Committee that "Smith Middle School will be ready to go for students August 24, 2009, the staff moved in this week and lockers are scheduled to be installed Tuesday, August 17, 2009. The inside of the Smith building is inspected and will be cleaned and ready for students. Walkways for student drop-off and pick-up are clear and ready to be used. Other areas that are not a threat to students should be completed by September 30, 2009" (Exhibit 13).

Elamad made a presentation on August 20, 2009 to the Board advising that all activities should be completed and ready for students Monday, August 24, 2009 at Smith MS (Exhibit 14).

BISD prepared Purchase Order #801082 on February 26, 2009 in the amount of \$250,000 for International Design & Consulting Group, Inc. (Exhibit 15). This Purchase Order had four Change Orders totaling \$953,473 as follows:

Change Order			
Number	Date	Amount	Exhibit
1	2/26/2009	\$ 80,000.00	16
2	12/17/2009	\$ 873,473.00	17
3	10/25/2010	\$ (237,973.00)	18
4	4/1/2011	\$ 237,973.00	19
			_
Total		\$ 953,473.00	=

The total Purchase Order after changes was \$1,203,473 or \$4,439.82 less than the total payments to Elamad. Documentation reflects the original and first Change Order were approved by Dr. Thomas and Ms. Kingsley. Change Order #2 was approved by the Board on December 17, 2009. Board minutes reveal the approval of the payment of \$1,153,472.82 plus expenses to Elamad (Exhibit 20). Change Order #3 was approved by Robert Zingelmann, former BISD Chief Finance Officer. Change Order #4 was requested by Mr. Zinglemann.

SeTex Construction

The Board approved a \$450,000 contract with SeTex Construction for renovations of Smith on July 29, 2010 which included pre-construction fee, general contractor's fee and general conditions (Exhibit 21). Page 2 of "Exhibit K-1" to the Board minutes reflects that SeTex's bid was actually \$503,000 (\$8,000 pre-construction, \$450,000 construction and \$45,000 construction management).

The February 17, 2011 Board's meeting minutes disclose that the Board approved a Change Order for the SeTex contract at Smith in the amount of \$137,751 for restroom modifications, auditorium revisions and the balance of the architect and engineering fees (Exhibit 22). "Exhibit N" to the minutes details the costs. It is noted that \$45,000 of the Change Order was for the aforementioned Construction Management fee, which was included in the original bid but not included in the original contract amount submitted to the Board. An additional \$30,000 is included in the Change Order as the Program Manager Fee, noted as ECM, which is Elamad's fee calculated as 6% of \$500,000 (\$450,000 original construction plus \$49,292 Change Order).

SeTex was paid a total of \$569,000 under their contract (Exhibit 23) (Schedule 2) of which SeTex paid Elamad \$30,000 as follows:

ECM Invoice	Invoice	Invoice		Exhibit
Number	Date	Amount		Number
1300	3/3/2011	\$	16,000.00	24
16985	4/6/2011	\$	12,000.00	25
14096	9/9/2011	\$	2,000.00	26
Total		\$	30,000.00	=

BISD's last payment to SeTex was on August 19, 2011.

Elamad was deposed in a lawsuit filed by a subcontractor of HRE/Envirotech for non-payment (Exhibit 27). Elamad alleged that HRE signed a notarized Payment Application which claimed that previous funds released to HRE were paid to vendors for materials, labor and supplies and that HRE had no outstanding liens or claims against BISD (Page 38, lines 1-6). Elamad claims that he had a discussion with Dr. Thomas as to whether or not the Smith MS contract should be bid publicly with Dr. Thomas responding that "HRE is the contractor" (Page 45, lines 12-13).

Weaver Investigation

HRE was a construction management company which required them to retain subcontractors, like Envirotech, to perform the construction. At this time, it is unclear as to whether or not Envirotech was another construction management company that HRE partnered with because Envirotech claimed to have construction personnel to do the work. In the end, most, if not all, of the construction on Smith MS was performed by subcontractors of HRE or Envirotech.

In approximately August 2009, HRE's subcontractors, retained through Envirotech, walked off the job for non-payment.

Rob Clark of Architectural Alliance advised that he was retained by Elamad to be the architect on the Smith MS restroom, auditorium stage and auditorium lighting renovations conducted by SeTex. He stated that the floor on the girls' gymnasium and gymnasium seating were also replaced because of hurricane damage. Clark described the renovations as the completion of construction that was not performed by HRE. He stated that there were numerous electrical wires protruding out of the walls that had not been properly connected and concealed. Clark advised that HRE's renovation of Smith MS was a complete violation of the City of Beaumont's Building Code and the State of Texas' Procurement Act in that there was no architect associated with the project. Clark stated that he never saw any blueprint documents or close-out documents on the HRE Smith MS renovation. He advised that he was paid some of his fee directly by SeTex and the rest by BISD. He described the payment from SeTex as outside the normal course of business, as the architect is supposed to be independent of the contractor and that the architect being paid directly by the contractor creates an improper conflict of interest for the architect.

James R. Shell, Founding Partner of SeTex, advised that Dr. Thomas was very involved in the renovation of Smith MS by SeTex, right down to the selection of the color of the shower tile. Shell stated that the renovation was because of hurricane damage to the school. He stated that SeTex's work included \$49,080 of electrical work for lights, washer/dryer hookup and code upgrades. Shell advised that he paid Elamad \$30,000 as the Program Manager and Clark \$8,530 as the Architect. He stated that Robert Zingelmann of BISD instructed him to include these fees in SeTex's bid.

David Redmon, Charlton Pollard Neighborhood Association Construction, advised that he became a subcontractor to HRE after Envirotech left the job. He observed that the main electrical breaker box had been destroyed and electrical wiring had been pulled through the main box. He stated that HRE/Envirotech had not acquired any building permits from the City of Beaumont for the renovation and that he had to get the permits for them.

George Luke, acting BISD Director of Maintenance, advised that Dr. Thomas personally handled the renovation of Smith MS and told the maintenance department employees, such as Robert Mann, to stay away from the project. Luke stated that he was aware that HRE had not completed the renovation of the girls' locker room and that Rob Clark had come in to finish the project. Luke advised that David Phend, BISD electrician advised him that when HRE left Smith MS, all of the electrical panels had been torn out and electrical wires were exposed everywhere.

Frances Bean-Brewer, Smith MS Administrative Assistant to the Principal, advised that there was an altercation between HRE and the electrical subcontractors on a Friday evening at the school over HRE's failure to pay them. She believed that Eric Boutte and his brother Alcide Boutte were both there as well as HRE employee Brandi Vaughn. Bean-Brewer stated that both the campus and city police responded to the disturbance. She further believed that those subcontractors never came back to Smith MS. Bean-Brewer advised that Walker Electric was supposed to come in and "fix" the electrical wires that the subcontractors had ripped out of the wall before they left. Bean-Brewer confirmed that a lot of electrical outlets were left uncovered when HRE left the job. She advised that there was a long "hot list" of items that needed repair or completion that was maintained by the schools head custodian, Richard Guillory, which never got completed.

Victoria Woods, Smith MS Girls' Coach, advised that the renovations to the girls' locker room and girls' gymnasium were not completed during the HRE renovation. She stated that after she continually complained to Dr. Thomas, the work was finally completed sometime later.

Richard Guillory declined to be interviewed by Weaver stating that the District had enough problems without him getting in the middle of it.

Robert Zingelmann, former BISD Chief Business Officer, confirmed that Dr. Thomas did control the Smith MS renovation, stating that he discussed this with both Luke and Terry Ingram. Zingelmann could not remember why Elamad was still being paid fees and expenses after the completion of the HRE renovation of Smith. Zingelmann advised that he attended a meeting between Dr. Thomas and Elamad where an agreement was made for Elamad to be paid as a Program Manager at Smith MS by the contractor, SeTex.

Ingram confirmed that Dr. Thomas told everyone involved in the hurricane repair that he would handle the Smith MS renovation and that no one else was to get involved.

Kingsley advised that although her official retirement date was January 31, 2010 she actually left BISD the day after Thanksgiving 2009. As such, she was not present at the completion and final payout for the Smith MS construction. Kingsley could not provide any answer as to why Elamad was not paid on a percentage-of-completion basis on his contract, simply stating that he was paid what he billed.

Janice Brassard, Woodrow Reece, Bishop Ollis Whitaker and Tom Neild (BISD Board Trustees at the time of the SeTex contract) all advised that they were unaware that Elamad was involved in the SeTex contract.

Elamad advised that he was never the Architect on any of the Smith MS renovations. He stated that HRE finished the contracted work at Smith MS and that he signed off on it as a result. Elamad did not believe that he was responsible for HRE paying the subcontractors. Elamad advised that he was never paid by a contractor for work on Smith MS and that SeTex is "lying" if they say that they paid him \$30,000.

Eugheia Simon, BISD Information Coordinator, and Theresa Flatau, BISD Administrative Assistant to the Chief Financial Officer, both independently searched for SeTex billings for the Smith renovation and were unable to find any of these records, more specifically, Payment Applications.

According to Melva Vick, BISD Accounts Payable Clerk, all bills from Elamad were received through the U.S. Mail, and unless otherwise denoted, all payments by BISD were sent through the U.S. Mail (Exhibit 28).

Conclusion

John H. Elamad, dba International Design Consulting Group, Inc./ECM was given a contract for approximately \$1.7 million on February 19, 2009, without Board knowledge or approval, to be the Program Manager for Smith and King MS's hurricane damage renovations. Witnesses advised that Dr. Thomas was in charge of the Smith MS renovation, and financial records reflect that he approved the hiring of and payments to Elamad.

Elamad received a 6% fee of construction costs under this contract but did not bill nor was he paid by BISD on a percentage of completion of the construction. In fact, Elamad billed and was paid only \$330,000 in fees during the construction, while he should have been due and paid the entire \$1,148,452.82 of fees for the Smith MS renovation. It is unexplainable by former BISD financial management, Kingsley and Zingelmann, why Elamad was not paid what he was due during the construction. Instead, Elamad billed for at least another 15 months of fees and expenses subsequent to his signing off that HRE had completed the contract. Elamad submitted bills claiming \$23,150 in expenses for 2010, which was subsequent to his sign-off that the project was complete. These expenses claimed were airlines, hotels, car rentals and car fuel for specific time periods subsequent to his representation that the project was complete.

Witness testimony and documentation reveal that HRE did not complete the renovation of Smith MS; nevertheless, Elamad signed-off on HRE completing the work. We believe Dr. Thomas and Zingelmann may have conspired with Elamad to cover up this fact by waiting almost a year before hiring another contractor (SeTex) to finish the job. The inclusion of fees for Elamad as the Program Manager in the proposal to the Board without identifying him by name and paying Elamad through the contractor instead of through BISD implies a cover-up

We believe that BISD previously paid Elamad's fees under the contract he had with BISD and that he was not due additional fees such as the \$30,000 he received from BISD through SeTex.

Elamad's representation that HRE completed the work under its (HRE) contract cost the District at least an additional \$569,000. Furthermore, Elamad represented to BISD that HRE was due the contingency of \$1,057,863 in their contract. We have not found any documentation to support this payment yet have found several documents that clearly state that HRE's contract included costs they submitted for Change Orders.

BISD's last payment to Elamad was dated August 31, 2011 for expenses Elamad incurred as a Program Manager on SeTex's contract at Smith.

Our investigation noted that Elamad approved HRE's first Payment Application dated February 24, 2009 in the amount of \$2,934,735.17, while HRE's contract was signed by BISD on February 19, 2009. This Payment Application was signed by Eric Boutte on February 25, 2009 and approved by Elamad on February 28, 2009. While line item amounts are listed on the Payment Application, BISD did not require HRE or Elamad to submit supporting documentation such as subcontractor or vendor invoices.

Witnesses have stated that HRE did not obtain "Permits" until as late as July 2009. Nevertheless, HRE submitted \$335,910.21 in expenditures for Permits and Fees on this first Payment Application in February 2009. Considering the other claimed expenditures, we find it difficult to believe that HRE completed approximately 18% of the project in approximately five days, although it is possible that HRE started the work prior to signing their contract.

We also find it disconcerting that the SeTex Payment Applications for the Smith MS renovation cannot be located.

In all, we believe that Elamad's misrepresentations, as to the work he oversaw and the work he conducted, cost the District \$1,713,484.78 due to the following:

Description	Amount	
		_
HRE Contingency	\$ 1,057,863.00)
Elamad % of Contingency	\$ 63,471.7	8
SeTex	\$ 569,000.0	0
Travel Expenses	\$ 23,150.0	0
Total	\$ 1,713,484.78	3

Of that amount, \$116,621.78 went directly into Elamad's pocket as follows:

Description	An	nount
Elamad % of		
Contingency	\$	63,471.78
SeTex	\$	30,000.00
Travel Expenses	\$	23,150.00
Total	\$	116,621.78

We recommend the Managers consider taking legal action against Elamad and his company to recover the damages caused by the above actions.

Regards,

William Brown Partner-in-Charge

Forensic and Litigation Services

William D. Brown

SUBJECTS

John H. Elamad

dba International Design & Consulting Group, Inc./ECM 4639 Gulf Starr Drive Destin, Fl 32541 (850) 837-7454 (850) 585-7454 cell

Dr. Carrol Allen Thomas, Jr.

Former BISD Superintendent 1 Pleasant Shadows Spring, TX 77389 (409) 838-7252

Robert Scott Zingelmann

Former BISD Chief Financial Officer Region 4 Education Service Center Chief Financial Officer, Business/Operations Services 7145 West Tidwell Road Houston, Texas 77092-2096 robert.zingelmann@esc4.net (713) 744-6835

WITNESSES

Shirley Jane Kingsley

Former BISD Chief Financial Officer 5008 Spearman Drive College Station, TX 77845 (409) 498-0152

Rob Clark

Architectural Alliance 350 Pine Street Beaumont, Texas 77701 (409) 866-7196

James R. Shell

Founding Partner
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jims@setexconstruction.com

David Redmon

President CPNA Construction, Inc. Beaumont, TX (409) 840-9100 (409) 656-6607 cell davidredmon2000@yahoo.com

George Luke

Acting Director of Maintenance Beaumont ISD (409) 617-5652

Francis Bean-Brewer

Administrative Assistant to the Principal Smith Middle School 4415 Concord Rd.
Beaumont, TX 77703 (409) 617-5825

Victoria Woods

Girl's Coach Smith Middle School 4415 Concord Rd. Beaumont, TX 77703 (409) 617-5825

Richard Guillory

Former Head Custodian Smith Middle School 5245 Parkview Drive Beaumont, TX 77705 (409) 842-2002

Brandi Vaughn

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Terry Allen Ingram

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Woodrow Reece, Jr.

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Melva Vick

Accounts Payable Clerk BISD 3395 Harrison Avenue Beaumont, TX 77706 (409) 617-5021

Lloyd Broussard

Envirotech 421 Rankin Circle North Houston, TX 77073 Bill Brown, CPA
Carolyn Bremer, CPA, CFE
Don B. Southerland, Jr., CPA, CFE
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12221 Merit Dr., Suite 1400
Dallas, TX 75251
(972) 490-1970

EXHIBITS

- 1. BISD contract with John H. Elamad dba International Design & Consulting Group, Inc./ECM dated December 15, 2008.
- 2. BISD Board of Trustee meeting minutes dated January 24, 2009.
- 3. BISD Board of Trustee meeting minutes dated February 19, 2009 approving HRE's contracts for the Smith Middle School renovations.
- 4. BISD Building and Grounds Committee meeting minutes dated February 16, 2009 discussing the retention of John H. Elamad dba International Design & Consulting Group, Inc./ECM.
- 5. Damage assessment of Smith Middle School by Lloyd Broussard of Envirotech.
- 6. BISD contract with HRE dated February 19, 2009 for renovations of Smith Middle School due to damages from Hurricane Ike in the amount of \$18,790,682.29.
- 7. BISD contract with HRE dated February 19, 2009 for renovations of Smith Middle School due to damages from Hurricane Ike in the amount of \$433,864.64.
- 8. Memo from John H. Elamad dba International Design & Consulting Group, Inc./ECM dated June 5, 2009 to Jane Kingsley regarding a Change Order for HRE.
- 9. HRE Pay Applications for its contracts to renovate Smith Middle School due to damages from Hurricane Ike.
- 10. HRE Requests for Information submitted to BISD for its contracts to renovate Smith Middle School due to damages from Hurricane Ike.
- 11. John H. Elamad dba International Design & Consulting Group, Inc./ECM invoices to BISD for the renovation of Smith Middle School.
- 12. Memo from John H. Elamad dba International Design & Consulting Group, Inc./ECM dated February 26, 2009 to Jane Kingsley regarding expected fees during the renovation of Smith Middle School.
- 13. BISD Building and Grounds Committee meeting minutes dated August 17, 2009 discussing the completion of the renovation of Smith Middle School.
- 14. BISD Board of Trustee meeting minutes dated August 20, 2009 discussing the completion of the renovation of Smith Middle School.
- 15. Original Purchase Order #801082 in the amount of \$250,000 for John H. Elamad dba International Design & Consulting Group, Inc./ECM dated February 26, 2009.
- 16. Purchase Order #801082 Change Order #1 in the amount of \$80,000 for John H. Elamad dba International Design & Consulting Group, Inc./ECM dated February 26, 2009.
- 17. Purchase Order #801082 Change Order #2 in the amount of \$873,473 for John H. Elamad dba International Design & Consulting Group, Inc./ECM dated December 17, 2009.
- 18. Purchase Order #801082 Change Order #3 in the amount of (\$237,973) for John H. Elamad dba International Design & Consulting Group, Inc./ECM dated October 25, 2010.
- 19. Purchase Order #801082 Change Order #4 in the amount of \$237,973 for John H. Elamad dba International Design & Consulting Group, Inc./ECM dated A.
- 20. BISD Board of Trustee meeting minutes dated December 17, 2009 approving payment to John H. Elamad dba International Design & Consulting Group, Inc./ECM in the amount of \$1,153,472.82 for the renovation of Smith Middle School.
- 21. BISD Board of Trustee meeting minutes dated July 29, 2010 approving the contract for SeTex to renovate Smith Middle School.

- 22. BISD Board of Trustee meeting minutes dated February 17, 2011 approving Change Order #1 to the contract for SeTex to renovate Smith Middle School.
- 23. Final SeTex Pay Application for the renovation of Smith Middle School.
- 24. John H. Elamad dba International Design & Consulting Group, Inc./ECM invoice to SeTex for the Smith Middle School renovation dated April 6, 2011 along with Setex check #41301 dated April 6, 2011
- 25. John H. Elamad dba International Design & Consulting Group, Inc./ECM invoice to SeTex for the Smith Middle School renovation dated March 3, 2011 along with Setex check #41184 dated March 8, 2011.
- 26. John H. Elamad dba International Design & Consulting Group, Inc./ECM invoice to SeTex for the Smith Middle School renovation dated September 9, 2011 along with Setex check #41955 dated September 15, 2011.
- 27. Deposition of John H. Elamad in reference to a lawsuit filed against him and others by U.S. General Contractors, LLC a sub-contractor of HRE/Envirotech.
- 28. BISD log of check mailings.

SCHEDULES

- 1. Payments to John H. Elamad dba International Design & Consulting Group, Inc./ECM by BISD for the Smith Middle School renovation due to Hurricane Ike;
- 2. Payments to SeTex Construction Corp by BISD for the Smith Middle School renovation due to Hurricane Ike;

EXHIBIT 1



a complete engineering & construction management company

4639 Gulf Starr Drive . Destin, Florida 12541. emails elamadifical.ttes . Telephone: 950.837.7454 + Fax: 839.654.2996

STRUCTURAL ENGINEERING AND LIMITED ARCHITECTURAL SERVICES CONTRACT AGREEMENT

THIS AGREEMENT is made between ECM / CDA and Beaumont Independent School District (BISD) this 15th day of December 2008. It is to provide the following services for Hurricane Damage Assessment and Architectural and Engineering Design Services for the BISD Campuses located in Beaumont, Texas:

Engineering Services: 1.

A. Detailed Field Inspection Services to identify damages

B. Perform the required engineering analysis on each area of damage

C. Prepare the necessary Engineering Report of Findings and Recommendations as required or requested by Public Adjuster

D. Design the required repair specifications and issue structural details of corrections

E. Work Closely with the Contractor to secure building permit during the construction

F. Asalet BISD Public Adjuster to complete his appraisal to recover insurance Funds

Architectural Services: 11.

A. Detailed Fleid Inspection Services to identify damages

B. Provide supplemental architectural details and specifications for the water proofing and finishes of the repair work

C. Work Closely with the Contractor during the construction process

D. Assist BISD Public Adjuster to complete his appraisal recover Insurance Funds

- A professional Liability Errors and Omissions Insurance Cartificates for \$2,000,000 (\$1,000,000 for the Engineering firm ECM and \$1,000,000 for the Architectural firm CDA) will be issued to the BISD.

These services are to be provided based on a fixed rate of 5% fee of the Construction Work performed by the Contractor plus Expenses. Progress Billing shall be made on monthly besis.

Page -2-

Any services provided by ECM / CDA other than those outlined above including, expert testimony, specialty structural engineering and architectural consulting services, revisions to plans and specifications after certification will be billed at the following hourly rates:

Registered Architect

\$225/hour

b. Structural Engineer \$225/hour

Designer/Draftsman Ċ. d Field Inspector

\$100/hour \$ 125/hour

The client shall indemnify and hold harmless ECM / CDA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in party by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except ECM/CDA) or anyone for whose acts any of them may be liable.

Additionally, any time expended by ECM / CDA in the resolution of disputes with owner, contractor, subcontractor, or any other parties with this project, including, but not limited to, mediation, arbitration, litigation, and any other formal or informal method of dispute resolution will be billed at the above referenced rates. Any invoices paid thirty (30) days after receipt will be charged interest at 1.5% per month. ECM / CDA shall be entitled to recover any attorney's fees and costs incurred as a result of arbitration, mediation, litigation entered into for the enforcement of this contract.

ECM / CDA

John H. Elamad, P.E., CGC

Chief Executive Office

Beaumont Independent School District

Authorized representativé

12-19-08

ACCEPTANCE DATE

EXHIBIT 2

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EXHIBIT 3

BEAUMONT INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting - February 19, 2009

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, February 19, 2009 at 7:15 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

ROLL CALL

Present:

Woodrow Reece, President Janice Brassard, Vice President

Terry Williams, Secretary

Martha Hicks, Member (came in at 7:43 p.m.)

Dr. William Nantz, Member Howard J. Trahan, Jr., Member Bishop Ollis E. Whitaker, Member

Absent:

None

School Officials

Present:

Superintendent, Dr. Carrol A. Thomas; Assistant Superintendents, Mr. Terry Ingram, Dr. Shirley Bonton, Mr. David Harris; Executive Director of Special Education, Dr. Susan Alfred; Executive Director of Personnel, Ms. Sybil Comeaux; Chief Financial Officer, Ms. Jane Kingsley; Executive Director of Communications, Ms. Jolene Ortego; Special Assistant to the Superintendent, Jessie Haynes and Attorney,

Melody Chappell

Absent:

None

ESTABLISHMENT OF A QUORUM

President Woodrow Reece declared a quorum.

PLEDGE OF ALLEGIANCE

The colors were presented by the Ozen High School NJROTC. The pledges to the United States of America flag and Texas flag were led by Hurbert Briggs, a 5th grade student at Martin Elementary School.

INVOCATION

Jennifer Neely, a senior at Ozen High School, gave the invocation.

APPROVAL OF THE MINUTES

Bishop Ollis Whitaker moved, seconded by Dr. William Nantz to approve the minutes of the special meetings December 8, 2008, January 24, 2009 and the regular meeting January 15, 2009.

President Reece called for additions or corrections to the minutes, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Trahan and

Bishop Whitaker

NAYS:

None

REPORTS

1. Status of State Comp Ed Funds Report – submitted electronically

REPORT OF THE SUPERINTENDENT OF SCHOOLS

1. Bond 2007 Update – Dr. William Nantz, chairman of the building and grounds committee, reported on the meeting held Monday, February 16, 2009. Dr. Thomas updated Trustees on Smith Middle School, King Middle School, Ozen High School track, Ozen High School light poles, proposed recommendations for construction managers at risk for the last set of 3 prototypical elementary schools, and the classroom additions and laboratories at Austin, Marshall, Vincent and Homer Drive. Dr. Thomas also proposed for consideration the combining of Bingman Elementary School and Blanchette Elementary School as one school beginning the 2009-2010 school year and moving Fehl Elementary School to the Blanchette "portable" Campus beginning the 2009-2010 school year.

Also reported to Trustees was the fact that auditoriums were not a part of the construction design for the prototypical elementary schools; however, each school would have a gymnasium with a stage design with adequate chairs stored at each site. Dr. Thomas shared the transition of students' procedures for Martin Elementary, Blanchette Elementary, and South Park Middle School.

REPORT OF THE PRESIDENT OF THE BOARD

Mr. Woodrow Reece, president of the board, asked Dr. Thomas to explain the information about the educational stimulus the district is expected to receive. Dr. Thomas explained the projected \$9 million would be scheduled to be appropriated to Title I and special education.

President Reece read the State Board of Education rule that mandates school boards across Texas report to the public the number of continuing education hours accumulated and any deficiencies that might exist by a single member.

Each member reported personally accrued hours:

Woodrow Reece	10.0 hrs
Janice Brassard	22.25 hrs.
Terry Williams	10.0 hrs.
Martha Hicks	10.0 hrs.
Dr. William Nantz	10.0 hrs.
Howard J. Trahan, Jr.	10.0 hrs.
Bishop O. E. Whitaker	10.0 hrs.

There were no deficiencies to report.

COMMUNICATIONS

 LaTye Hatcher, 2350 Kings Court, spoke to Trustees about the West Brook High School basketball program and his opinion that the coach is not doing an acceptable job and students do not have the role model they need.

SIGN-UP

NONE

ACTION ITEMS

APPROVAL OF EXHIBITS "A.1", "A.2", A.3", "B", "C", and "D"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "A.1", "A.2", "A.3", "B", "C", and "D".

<u>Tax Collection Report Exhibit "A.1"</u>) – Administration recommended acceptance of the Tax Collection Report in the amount of \$67,580,890.11 including certification of tax collection for the month of January 2008 tax collector monthly report of January 2008; and deposit distribution of January 2008. (Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

Business Office Report (Exhibit "A.2") – Administration recommended approval of the Business Office Report, including the general fund reports, January 2008, debt service reports, January 2008, capital projects report, January 2008, internal service funds January 2008; scholarship fund report, January 2008; investment report, January 2008.

Amendments to 2008-2009 Budget (Exhibit "A.3") – Administration recommended approval of amendments to the following budgets:

199/9	General Fund	#055
204/9	ESEA Title IV Safe and Drug Free Schools	#056
211/9	ESEA Title I Part A Improving Basic Programs	#057
255/9	ESEA Title II Part A TPTR	#058
385/0	State Supplemental Visually Impaired	#059
401/9	Optional Extended Year Program	#060
	Texas Fitness Now	#061
428/9	High School Allotment -Ozen	#062

Approved the Schedule of Events for the Beaumont Independent School District Unlimited Tax School Building Bonds, Series 2009 (Exhibit "B") – Administration recommended approval tentative schedule of events in the preliminary amount of \$116,570,000 prepared by the district's financial advisors, RBC Dain Rauscher.

Approved Bids for School Leaders Errors & Omissions Insurance and Law Enforcement Liability Insurance Coverage (Exhibit "C") — Request for proposals were distributed to twelve (12) companies in addition to the appropriate advertisements. There were three (3) responses. Administration recommended acceptance of the proposal from USI/National Union Fire in the amount of \$47,421for School Leaders Errors & Omissions Insurance and USI/Lexington in the amount of \$20,881 for Law Enforcement Liability Insurance Coverage.

Approved Submission of E-Rate Cycle 12 Application (Exhibit "D") – Administration recommended approval of submission in a total estimate of \$1,361,400 and the discounted amount that Beaumont ISD will pay at approximately \$172,980.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishop Whitaker

NAYS:

None

APPROVAL OF EXHIBITS "E", "F", "G", "H", "I", "J", and "K"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "E", "F", "G", "H", "I", "J", and "K".

Approved Bids for Term Contract for Paper – Print Shop (Exhibit "E") – Bid packets were distributed to Two (2) companies in addition to the appropriate advertisements. There were two (2) responses. Administration recommended acceptance of the bids from Olmsted Kirk and Bosworth Paper charged to various 2008-2009 appropriated funds. (Bids are on file in the Purchase Department.)

Approved Bid for Term Contract for Paint (Exhibit "F") – Bid packets were distributed to six (6) companies in addition to the appropriate advertisements. There were four (4) responses. Administration recommended acceptance of the bid from McCown Paint charged to the Maintenance Department. (Bids are on file in the Purchase Department.)

Approved Bids for Term Contract for Janitorial Supplies (Exhibit "G") — Bid packets were distributed to thirty-one (31) companies in addition to the appropriate advertisements. There were nineteen (19) responses. Administration recommended acceptance of the bids from Quest Cleaning and Sanitary Supply charged to the Maintenance Department. (Bids are on file in the Purchase Department.)

Approved Bids for Term Contract for Doors and Hardware Supplies (Exhibit "H") – Bid packets were distributed to five (5) companies in addition to the appropriate advertisements. There were nineteen (19) responses. Administration recommended acceptance of the bids from IDN Acme, Acme Architectural Hardware and Beaumont Architectural charged to the maintenance Department. (Bids are on file in the Purchase Department.)

<u>Approved Re-Advertise for Bids for Term Contract for Roofing Products</u> (Exhibit I") – Bids were solicited for roofing products, no bids were received.

Approved Bids for Term Contract for Ballasts and Fixtures (Exhibit "J") – Bid packets were distributed to six (6) companies in addition to the appropriate advertisements. There were four (4) responses. Administration recommended acceptance of the bids from Voss Lighting and Grainger Industrial Supply charged to the Maintenance Department. (Bids are on file in the Purchase Department.)

Approved Bids for Term Contract for Audio Visual (Exhibit "K") — Bid packets were distributed to seventeen (17) companies in addition to the appropriate advertisements. There were nine (9) responses. Administration recommended acceptance of the bids from Voss Lighting and VSA, Inc. charged to current Media Department and current Maintenance Department appropriated funds. (Bids are on file in the Purchase Department.)

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishop Whitaker

NAYS:

APPROVAL OF EXHIBITS "L.1", L.2", "L.3", "M.1", "M.2", "M.3", "N.1", "N.2" and "O"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "L.1", L.2", "L.3", "M.1", "M.2", "M.3", "N.1", "N.2" and "O"

Approved Bid for Received from Interlocal Cooperative Agreement Purchase No. 2009-100 for Scoreboard, through TASB BuyBoard (Exhibit "L.1") — Administration recommended acceptance of bid from Olen Williams Inc/FairPlay in accordance with Texas Education Code Chapter 44.031(b) funded by insurance, FEMA and district funds.

(Bids are on file in the Purchase Department.)

Approved Bid for Received from Interlocal Cooperative Agreement Purchase No. 2009-101 for Windscreen, through TASB BuyBoard (Exhibit "L.2") — Administration recommended acceptance of bid from Lisco, LLP in accordance with Texas Education Code Chapter 44.031(b) funded by insurance, FEMA and district funds.

(Bids are on file in the Purchase Department.)

Approved Bid Received from Interlocal Cooperative Agreement Purchase No. 2009-102 Janitorial Equipment, through the TASB BuyBoard (Exhibit "L.3") — Administration recommended acceptance of bid from Sanitary Supply Company in accordance with Texas Education Code Chapter 44.031(b) funded by Maintenance Department appropriated funds. (Bids are on file in the Purchase Department.)

Approved a Revision of Contract for the Running Track at Ozen High School (Exhibit "M.1") — Administration recommended approving change order to contract approved at the December 15, 2009 at a cost of \$118,700 plus \$30,000 for jump pits in the amount of \$166,300 with Defargo Sports Surfaces for additional work required for the sub-surface which was found to be in need of replacement.

<u>Declared an Emergency to Approve the Replacement of Light Poles at the Ozen High School Athletic Fields Doe to Hurricane Damage (Exhibit "M.2"</u> – Administration recommended approval of proposal from Walker Electric for replacement of softball and baseball lights in the total amount of \$1,236,000 and the proposal from A & A Electric for additional repair work in the amount of \$690.994.

<u>Declared Emergency Status for Actions Taken as a Result of Hurricane Ike</u> (<u>Exhibit "M.3"</u>) - Administration recommended approval of emergency measures instituted in order to control and mitigate damages:

Cotton Scaffolding Charges \$192,229.93
Hampshire Roofing Outdoor Ed Roof Replacement \$33,771.07
A-1 Acoustics Guess Porch Ceiling Replacement \$79,895.00

Approved the Contract for Repairs to Martin Luther King Middle School Due to Hurricane Damage (Exhibit "N.1") — Administration recommended approval of the contract for repairs to Martin Luther King Middle School for Hurricane Ike damages in the total amount of \$5,372.896 with SeTex Construction Corporation funded by insurance, FEMA and district funds.

Approved the Contract for Repairs to Willie Ray Smith Middle School Due to Hurricane Damage (Exhibit "N.2") – Administration recommended approval of contract for repairs to Willie Ray Smith Middle School for Hurricane Ike damages in the total amount of \$19,224,546.90 funded by insurance proceeds, FEMA and district funds.

Approved Bid Received from Interlocal Cooperative Agreement Purchase No. 2009-105 for Tractor, through HGAC (Exhibit "O") — Administration recommended acceptance of bid from Eastex Farm & Home in accordance with Texas Education Code Chapter 44.031(b) funded by budgeted departmental funds. (Bids are on file in the Purchase Department.)

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishan Whiteleas.

Trahan and Bishop Whitaker

NAYS:

None

APPROVAL OF EXHIBITS "P", "Q", "R.1", "R.2", and "S"

Dr. William Nantz moved, seconded by Bishop Ollis Whitaker, to approve Exhibits "P", "Q", "R.1", "R.2" and "S".

Approved the Interlocal Cooperative Agreement Purchase for a Fuel Service Contract (Exhibit "P") — Administration recommended approval of agreement as pilot program with Comdata Corporation and TransMontaigne Services available through the State Council on Competitive Government (CCG).

Approved the Proposed Recommendation for the Construction Manager at Risk for the New Classrooms and Laboratories for Three Existing Middle Schools and One Elementary School at Austin Middle School, Marshall Middle School, Vincent Middle School and Homer Drive Elementary RFP 09002B (Exhibit "Q") – Administration recommended approval of Fibrebond Corporation based on the evaluation by the selection committee through the RFP process and interview conducted December 11, 2008.

Approved Combining Bingman Elementary School and Blanchette Elementary School as One School Beginning the 2009-2010 School Year (Exhibit "R.1") — Administration recommended combining the two schools as one school beginning the 2009 — 2010 school year..

Approved Moving Fehl Elementary School Campus to the Blanchette "Portable" Campus Beginning in the 2009-2010 School Year (Exhibit "R.2") — Administration recommended moving Fehl Elementary School campus to the Blanchette "portable" campus beginning the 2009-10201 school year. President Reece called for additions or corrections to the motion, there being none, he called for a vote.

Approved the 2007-2008 Academic Excellence Indicator System (AEIS) Report, the Campus Comparison Improvement Reports, the Campus Performance Objectives, the Student Performance in Postsecondary Institutions Report; the Accountability for Safe Schools Report, the Violent and Criminal Incidents Report; and the 2007-2008 School Report Cards (Exhibit "S") — Administration recommended approval of all reports submitted electronically.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr.

Trahan and Bishop Whitaker

NAYS:

None

APPROVAL OF EXHIBIT "T"

Dr. William Nantz moved, seconded by Bishop Ollis Whitaker to approve Exhibit "T".

Approved the Purchase of an Internet Protocol (IP) Phone Support Maintenance Contract with Calence Insight Networking Solutions (Exhibit "T") — Administration recommended approval of request to purchase contract with Calence Insight Networking Solutions for the period of February 1, 2009 through

June 30, 2009 at a cost of \$47,126.62 funded by the general fund phone maintenance budget.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr.

Trahan and Bishop Whitaker

NAYS:

None

APPROVAL OF EXHIBIT "U"

Dr. William Nantz moved, seconded by Mr. Terry Williams to approve Exhibit "U".

Approved Proposed Recommendation of Daniel's Construction as Construction Manager at Risk (SMAR) for Three New Elementary School Prototypes, pending Agreement on Contract Terms and Approval of Subcontractors (RFP) -09001 (Exhibit "U") — Administration recommended approval to authorize the Superintendent to begin contract negotiations awarding contract for three (3) Elementary School Prototypes (as listed in the RFP) to Daniels Construction pending agreement contract terms and approval of subcontractors.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr.

Trahan and Bishop Whitaker

NAYS:

None

APPROVAL OF EXHIBIT "V", "W.1", "W.2" and "X"

Dr. William Nantz moved, seconded by Ms. Martha Hicks to approve Exhibit "V", "W.1", "W.2" and "X".

Approved Building of All Elementary Schools According to Prototypical Design (Exhibit "V") – Administration recommended construction of all elementary school prototypes as designed, which means schools will not have auditorium; instead, they will have a gymnasium with a stage design and sufficient chairs available at each campus.

<u>Approved Resolution – Joint Election city of Beaumont and Beaumont ISD Trustee (Exhibit "W.1")</u> – Administration recommended approval of resolution for a May 9, 2009 election for Trustee Districts IV, VI, and VII

Approved Election Order and Notice for May 9, 2009 School Trustee Election (Exhibit "W.2") – Administration recommended approval of order and notice for the May 9, 2009 election for Trustee Districts IV, VI and VII.

Approved the Request for Maximum Class Size Waiver (Exhibit "X" – Administration recommended approval of waiver request for Caldwood Elementary, Level 1 and Price Elementary, Level 1 as required by Texas Education Agency (TEA).

PERSONNEL

President Reece announced in the public (open) meeting at 8:00 p.m. that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas Government Code, therefore, and action taken by the Board would be in public (open) session.

In open session at 8:10 p.m. Mr. Terry Williams motioned, seconded by Bishop Ollis Whitaker to accept the following personnel recommendations:

1. Retirements

Jolene Ortego, Administration Building, Executive Director of Communications, effective January 30, 2009;

Marian Strode, Guess Elementary, Level 1, effective June 6, 2009;

Joyce L. Young, Dunbar Elementary, Reading Interventionist, effective June 6, 2009.

2. Resignations

Kandyce Ashworth, English, Central High, effective February 13, 2009;

William R. Atwell, Sign Language, West Brook High, effective June 6, 2009;

Sebrena Dollar, Level 3, Regina Howell Elementary, effective June 6, 2009;

Bruce B. Edwards, health and Physical Education, Odom Academy, effective January 30, 2009;

JoAnne Eugene, Science, Austin Middle, effective January 27, 2009:

Donald Stowers, Health and Physical Education, Campus Coordinator, Central High, effective January 30, 2009;

Todd Watters, Business, central High, effective January 30, 2009.

3. New Employee Contract Recommendations

Letasha Brachett, Business, Brown, effective January 14, 2009 and ending June 6, 2009;

Alton Buxton, Physical Education, Amelia Elementary, effective January 13, 2009 and ending June 6, 2009;

Alicia Harding, Level 1, Ogden Elementary, effective January 26, 2009 and ending June 6, 2009;

Wade Merendino, Social Studies, Odom Academy, effective February 10, 2009 and ending June 6, 2009;

Trinidad Paniaqua, Spanish, Odom Academy, effective January 13, 2009 and ending June 6, 2009;

Christopher Pirnie, Social Studies, Ozen High, effective February 10, 2009 and ending June 6, 2009;

Veronica Ramsey, Pre-kindergarten, Dunbar Elementary, effective January 26, 2009 and ending June 6, 2009;

Christopher Woodall, Mathematics, West Brook High, effective January 26, 2009 and ending June 6, 2009.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Trahan and Bishop Whitaker

NAYS:

None

4. Administrative Contract Recommendations

Bishop Ollis Whitaker, seconded by Mr. Terry Williams to accept the following administrative contract recommendation:

Head Coach/Campus Coordinator - Central High School - Mr. Andrew Washington

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Trahan and

Bishop Whitaker

NAYS:

None

ADJOURNMENT

President Reece asked if there was any other business to come before the board; there being none, the meeting was adjourned at 8:14 p.m. February 19, 2009.

Woodrow Reece, President Beaumont ISD Board of Trustees

Terry D. Williams, Secretary Beaumont ISD Board of Trustees

BEAUMONT INDEPENDENT SCHOOL DISTRICT Beaumont, Texas

TO

Dr. Carrol A. Thomas, Jr.

Superintendent of Schools

EXHIBIT "N.2" Page 1 of 3

FROM:

Jane Kingsley

Chief Financial Officer

DATE:

February 19, 2009

SUBJECT:

Consider and, if Appropriate, Take Action to Approve the Contract for

Repairs to Willie Ray Smith Middle School Due to Hurricane Damage

In October 2008 the board declared an emergency to repair damage at Smith Middle School because of Hurricane Ike. Administration recommended Healthy Resources Enterprise, Inc. (HRE) to do the emergency repairs. The damage has now been completely assessed and a contract has been prepared. The repair will be done in two phases. The attachment to this document shows the breakdown of the phases and cost of this project.

This project will be funded through insurance proceeds, FEMA and district funds.

Administration recommends the approval of the contract for repairs to Willie Ray Smith Middle School for Hurricane Ike damages in the total amount of \$19,224,546.90.

RECAP BY CATEGORY SMITH MIDDLE SCHOOL

Filase 1			-
Acoustical treatments	\$	233,378.28	
Cabinetry	\$	23,156.36	
Concrete and Asphalt	\$	4,291.48	
Content Manipulation	. \$	540.00	
General Demolition	\$	472,000.00	
Doors - Interior and Exterior	\$	314,932.45	
Drywall	\$	189,964.53	
Electrical	\$	2,546,760.00	
Electrical - Special Systems	\$	209,034.16	
Misc. Equipment - Commercial	\$	8,226.84	
Heavy Equipment	\$	18,500.00	
Floor Covering	\$	334,252.48	
Permits and Fees	\$	543,245.78	
Framing and Rough Carpentry	\$	107,477.81	
Labor only	\$	521,335.68	
Masonry	\$	12,463.36	
Metal Structures and components	\$	58,977.00	
Paneling and wood wall finishes	\$	473.04	
Painting	\$	193,474.70	
Roofing	\$	2,338,600.00	Metal Roof Option
Sofit, Fascia and Gutter	\$	18,973.90	'
Specialty items to complete all classrooms/offices	\$	123,051.44	
Stucco and Exterior Plaster	\$	145,500.00	
Windows- Aluminum	\$	572,653.64	
Canopies	\$	215,850.00	
HVAC	\$	2,640,193.00	
Fire suppression systems	\$	795,000.00	
Temp Control HVAC	\$	255,000.00	
Plumbing ADA	\$	240,000.00	
Boilers	\$	527,396.00	
	\$	13,664,701.93	
Approximate Taxes	\$	563,668.95	
Sub-Total	\$	14,228,370.88	
Overhead 10 %	\$	1,422,837.08	
Profit 10 %	\$	1,565,120.80	
Bond 3 %	\$	516,489.86	
Contingency	\$	1,057,863.66	
Total Contract	\$	18,790,682.28	

RECAP BY CATEGORY SMITH MIDDLE SCHOOL

Phase 2

ADA Ramps and Railing	\$ 50,906.00
Sidewalks	\$ 70,300.00
Lockers (800 at \$ 170.00 ea.)	\$ 144,000.00
Landscaping	\$ 69,125.00
	\$ 334,331.00
Approximate Taxes	\$ 13,791.15
Sub-Total	\$ 348,122.15
Overhead 10 %	\$ 34,812.22
Profit 10 %	\$ 38,293.44
Bond 3 %	\$ 12,636.81
Total Contract	\$ 433,864.62
BISD Exposure	\$ 1,491,728.28
Total Phase I and II with Contingency	\$ 19,224,546.90
% of funds to be paid by Insurance (Estimate) % of funds to be paid by BISD (Estimate)	97.74 2.26

BEAUMONT INDEPENDENT SCHOOL DISTRICT Beaumont, Texas

EXHIBIT "P" Page 1 of 36

TO

•

The Honorable Board of Trustees

FROM

Carrol A. Thomas, Ed.D.

Superintendent of Schools

DATE

October 13, 2008

SUBJECT :

Consider and, if Appropriate, Take Action to Approve Job Order

Contract for Smith Middle School

Administration recommended approval of job order contract with

Healthy Resources Enterprise, Inc. (HRE).

AGENDA:

October 16, 2008

EXHIBIT 4

BEAUMONT INDEPENDENT SCHOOL DISTRICT Beaumont, Texas

Building and Grounds Committee Board of Trustees

February 16, 2009 5:30 p.m.

Present

Dr. William Nantz, Chairman

Terry Williams, Member

Absent

Bishop Ollis E. Whitaker

School Officials

Dr. Carrol A. Thomas, Superintendent of Schools

Terry Ingram, Assistant Superintendent

Jessie Haynes, Special Assistant to the Superintendent

Devin McCraney, Comptroller

Absent

Jane Kingsley, Chief Financial Officer

Parsons

Steve Cooper Claudine Sterita Michael Babatunde

ESTABLISHMENT OF A QUORUM

The meeting was called to order at 5:40 p.m. by Dr. William Nantz and a quorum was established.

FINANCE

Schedule of bond projects indicates the district should try to sale bonds in March for projects that will be starting up so funding will be available.

HURRICANE IKE RECOVERY UPDATE

Engineer John Elamad reviewed progress at Smith and King Middle School and introduced the project manager for both projects, Mr. Greg Davis. Mr. Elamad emphasized that phase one had been completed at Smith Middle School, but a contract for the damage in phase two should be initiated quickly in order to deliver the school by the August deadline. Mr. Elamad stated the scope of work and budget for hurricane damages were within limits and Scott Favre, public adjuster, would be presenting a claim after the final walk through of the damaged sites, March 3, 2009.

Mr. Elamad stated that the damages at King Middle School were due to Hurricane Ike and expectations were that insurance or FEMA would cover those repair costs.

Dr. Thomas stated that he had signed a letter of intent so the projects could be underway, but the contracts for both sites would be presented to the Board Thursday, February 19, 2009 for approval. Dr. Thomas emphasized to the committee that the damages would need to be repaired even if insurance monies could not be negotiated for the full amount.

Ozen H.S. – Lights from hurricane damage – recommendation to repair at Board meeting 2/19/09

BOND 2007 UPDATE

Additions - Parsons will submit a commendation for the CMAR for the new classrooms and laboratories for Austin, Marshall, Vincent Middle School and Homer Drive Elementary School at the board meeting February 19, 2009

South Park Middle School – committee of 12/16 people visited campus similar to the project being considered for South Park and were very excited about the building. Construction is expected to start late summer months. Students will be housed in "portable city" on property adjacent to the school.

Multi-purpose Complex - A significant sized sign, 8 x 16 ft., will be placed on property indicating where the complex will be built. A top level executive with Parsons indicated the stadium and field house would be ready for the 2010 season and would come in within the budget.

Auditoriums – Proposed new auditorium at Ozen where existing auditorium is located; West Brook site is more challenging

District wide auditorium at multi-purpose complex will be last project of the bond

Bids Posted – Mr. Steve Cooper stated that there were pending contracts: a construction manager at risk (CMAR) for South Park Middle School and FibreBond for the additions as well as two demolition packages for the elementary school locations.

MWBE ACTIVITES

A workshop is scheduled February 28 and the goal is to double the amount of MWBE participation in the projects. Parsons plans to make sure everyone interested is contacted and proper advertising is done in a timely manner. All the construction managers at risk (CMARs) will be on hand to greet contractors and discuss building process.

PROTOTYPICALS

NEW SCHOOLS

Amelia - Demolition of has been completed for the most part, site needs cleaning up – Drainage District #6 requested retention pond for project, administration and project manager will oppose since new building is a replacement building not additional structure to the property.

Bingman/Blanchette – Advertised for demolition – targeting March for demolition Recommendation to combine student population will be presented to Board 2/19/09 beginning 2009-2010 school year – gives some relief to M & O operating funds

Lucas/Martin – Advertised for demolition – targeting March for demolition Provisions for a gate and striping of parking lot at the Lucas site, library up and running

Price/Fehl, Dunbar/Ogden & Field/French - CMAR selected

Caldwood, Curtis & Regina Howell – CMAR recommendation to Board 2/19/09

COMMUNICATIONS

Parsons affirmed that the website was current and updated daily.

DISCUSSION

Terry Williams asked how monies would be received when several companies area part of a joint venture. Parsons explained that the monies are deposited into a joint venture account then paid out according to percentages.

Dr. Nantz stated concerns regarding the size of the auditorium projects for Ozen and West Brook. Dr. Thomas responded that the principals were satisfied with the preliminary capacity projection for 700 seats.

ANNOUNCEMENTS

Building and Grounds Committee will meet Monday, March 16, 2009.

ADJOURNMENT

Dr. Nantz asked if there was any other business to come before the committee, there being none, Dr. Nantz adjourned the meeting at 7:10 p.m. February 19, 2009.

EXHIBIT 5

RECAP BY CATEGORY SMITH MIDDLE SCHOOL Phase 1

Acoustical treatments	T\$	233,378.28]
Cabinetry	\$	23,156.36	
Concrete and Asphalt	\$	4,291.48	
Content Manipulation	\$	540.00	
General Demolition	\$	472,000.00	
Doors - Interior and Exterior	\$	314,932.45	
Drywall	\$	189,964.53	
Electrical	\$	2,546,760.00	
Electrical - Special Systems	\$	209,034.16	
Misc. Equipment - Commercial	\$	8,226.84	
Heavy Equipment	\$	18,500.00	
Floor Covering	\$	334,252.48	
Permits and Fees	\$	543,245.78	
Framing and Rough Carpentry	\$	107,477.81	
Labor only	\$	521,335.68	
Masonry	\$	12,463.36	
Metal Structures and components	\$	58,977.00	
Paneling and wood wall finishes	\$	473.04	
Painting	\$	193,474.70	
Roofing	\$	2,338,600.00	Metal Roof Option
Sofit, Fascia and Gutter	\$	18,973.90	,
Specialty items to complete all classrooms/offices	\$	123,051.44	
Stucco and Exterior Plaster	\$	145,500.00	
Windows- Aluminum	\$	572,653.64	
Canopies	\$	215,850.00	
HVAC	\$	2,640,193.00	
Fire suppression systems	\$	795,000.00	
Temp Control HVAC	\$	255,000.00	
Plumbing ADA	\$	240,000.00	
Boilers	\$	527,396.00	
	\$	13,664,701.93	
Approximate Taxes	\$	563,668.95	
Sub-Total	\$	14,228,370.88	
Overhead 10 %	 \$	1,422,837.08	
Profit 10 %	\$	1,565,120.80	
Bond 3 %	\$	516,489.86	
Contingency	\$	1,057,863.66	
Total Contract	+	18,790,682.28	
	ΙΨ	10,7 30,002.20	

RECAP BY CATEGORY SMITH MIDDLE SCHOOL Phase 2

ADA Ramps and Railing		
10:-1	\$	50,906.00
Sidewalks	\$	70,300.00
Lockers (800 at \$ 170.00 ea.)	\$	144,000.00
Landscaping	\$	69,125.00
	\$	334,331.00
Approximate Taxes	\$	13,791.15
Sub-Total	\$	348,122.15
Overhead 10 %	\$	34,812.22
Profit 10 %	\$	38,293.44
Bond 3 %	\$	12,636.81
Total Contract	\$	433,864.62
Total Colliact	Ψ	433,004.02
BISD Exposure	 \$	1,491,728.28
BISD Exposure		1,491,728.28
BISD Exposure Total Phase I and II with Contingency	\$	· · · · · · · · · · · · · · · · · · ·
		· · · · · · · · · · · · · · · · · · ·

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

Client:

Smith Middle School

Property:

4415 Concord Road

Beaumont, TX 77703

Operator Info:

Operator: SUPER

Estimator:

Lloyd Broussard

Business:

(713) 874-8650

Type of Estimate:

Hurricane

Date Entered:

11/21/2008

Date Assigned:

Date Est. Completed:

12/3/2008

Date Job Completed:

Price List:

TXBM5B_27OCT08

Restoration/Service/Remodel

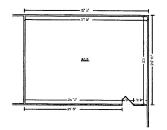
Estimate:

SMITH-MIDSCHOOL-2009

This estimate prepared for Beaumont Independent School District.

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

SMITH-MIDSCHOOL-2009 Main Level



A15

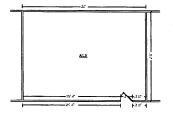
Ceiling Height: 10'

1,095.00 SF Walls 1,825.25 SF Walls & Ceiling 81.14 SY Flooring 109.50 LF Ceil. Perimeter 730.25 SF Ceiling730.25 SF Floor109.50 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
518. R&R Suspended ceiling tile - 2' x 4'	730.25 SF	0.15	1.09	905.51
519. R&R Suspended ceiling grid - 2' x 4'	730.25 SF	0.14	1.04	861.70
520. R&R Acoustic ceiling tile - Cork Board	730.25 SF	0.46	2.36	2,059.31
521. R&R Sheathing - plywood - Above Cork Board	730.25 SF	0.43	1.94	1,730.70
522. R&R Commercial electrical (SF of bldg) - Extra heavy load	730.25 SF	1.71	39.91	30,393.01
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
523. Scrape the walls & prep for paint	1,095.00 SF	0.00	0.48	525.60
524. Plaster patch / small repair - ready for paint	3.00 EA	0.00	141.52	424.56
525. Apply anti-microbial agent	1,825.25 SF	0.00	0.20	365.05
526. Glue down carpet - Commercial grade	839.79 SF	0.00	4.82	4,047.79
15 % waste added for Glue down carpet - Comm	nercial grade.			
527. Cove base molding - rubber or vinyl, 4" high	109.50 LF	0.00	1.67	182.87
528. Seal/prime the walls - one coat	1,095.00 SF	0.00	0.40	438.00
529. Paint the walls - two coats	1,095.00 SF	0.00	0.72	788.40
Totals: A15				42.722.50

Totals: A15 42,722.50

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412



A13

Ceiling Height: 10'

1,093.33	SF Walls
1,821.67	SF Walls & Ceiling
80.93	SY Flooring
109 33	LF Ceil Perimeter

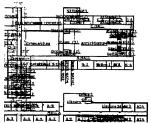
728.33 SF Ceiling728.33 SF Floor109.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
530. R&R Suspended ceiling tile - 2' x 4'	728.33 SF	0.15	1.09	903.13
531. R&R Suspended ceiling grid - 2' x 4'	728.33 SF	0.14	1.04	859.43
532. R&R Acoustic ceiling tile - Cork Board	728.33 SF	0.46	2.36	2,053.89
533. R&R Sheathing - plywood - Above Cork Board	728.33 SF	0.43	1.94	1,726.14
534. R&R Commercial electrical (SF of bldg) - Extra heavy load	728.33 SF	1.71	39.91	30,313.09
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
535. Scrape the walls & prep for paint	1,093.33 SF	0.00	0.48	524.80
536. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
537. Apply anti-microbial agent	1,821.67 SF	0.00	0.20	364.33
538. Glue down carpet - Commercial grade	837.58 SF	0.00	4.82	4,037.14
15 % waste added for Glue down carpet - Comn	nercial grade.			
539. Cove base molding - rubber or vinyl, 4" high	109.33 LF	0.00	1.67	182.58
540. Seal/prime the walls - one coat	1,093.33 SF	0.00	0.40	437.33
541. Paint the walls - two coats	1,093.33 SF	0.00	0.72	787.20
TD 4.1 A 12				12.006.66

Totals: A13 42,896.66

SMITH-MIDSCHOOL-2009 1/14/2009 Page: 3

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412



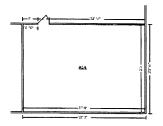
O HALL

Ceiling Height: 9'

6,202.50 SF Walls 9,842.63 SF Walls & Ceiling 404.46 SY Flooring 689.17 LF Ceil. Perimeter

3,640.13 SF Ceiling 3,640.13 SF Floor 689.17 LF Floor Perimeter

DESCRIPTION QNTY REMOVE REPLACE **TOTAL** 335. R&R Suspended ceiling tile - 2' x 4' 3,640.13 SF 0.15 1.09 4,513.76 336. R&R Suspended ceiling grid - 2' x 4' 3,640.13 SF 0.14 1.04 4,295.36 337. R&R Commercial electrical (SF of 3,640.13 SF 1.71 39.91 151,502.21 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 338. Scrape part of the walls & prep for 3,101.25 SF 0.00 0.48 1,488.60 paint This is for plaster above all wall tile 344. Clean ceramic tile - This is to clean 3,101.25 SF 0.00 0.37 1,147.46 the lower wall tile 339. Apply anti-microbial agent 13,482.75 SF 0.00 0.20 2,696.55 341. R&R Tile - vinyl composition -3,640.13 SF 0.87 2.41 11,939.62 Premium grade 342. Seal/prime part of the walls - one coat 3,101.25 SF 0.00 0.40 1,240.50 343. Paint part of the walls - two coats 3,101.25 SF 0.00 0.72 2,232.90 Totals: O HALL 181,056.96



A14

Ceiling Height: 10'

1,095.00 SF Walls 1,825.25 SF Walls & Ceiling 81.14 SY Flooring 109.50 LF Ceil. Perimeter

730.25 SF Ceiling 730.25 SF Floor 109.50 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
542. R&R Suspended ceiling tile - 2' x 4'	730.25 SF	0.15	1.09	905.51
543. R&R Suspended ceiling grid - 2' x 4'	730.25 SF	0.14	1.04	861.70
SMITH-MIDSCHOOL-2009			1/14/2009	Page: 4

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

CONTINUED - A14

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
544. R&R Acoustic ceiling tile - Cork Board	730.25 SF	0.46	2.36	2,059.31
545. R&R Sheathing - plywood - Above Cork Board	730.25 SF	0.43	1.94	1,730.70
546. R&R Commercial electrical (SF of bldg) - Extra heavy load	730.25 SF	1.71	39.91	30,393.01
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
547. Scrape the walls & prep for paint	1,095.00 SF	0.00	0.48	525.60
548. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
549. Apply anti-microbial agent	1,825.25 SF	0.00	0.20	365.05
550. Glue down carpet - Commercial grade	839.79 SF	0.00	4.82	4,047.79
15 % waste added for Glue down carpet - Comm	nercial grade.			
551. Cove base molding - rubber or vinyl, 4" high	109.50 LF	0.00	1.67	182.87
552. Seal/prime the walls - one coat	1,095.00 SF	0.00	0.40	438.00
553. Paint the walls - two coats	1,095.00 SF	0.00	0.72	788.40
Totals: A14				42,580.98

1,100.00 SF Walls

1,836.00 SF Walls & Ceiling 81.78 SY Flooring 110.00 LF Ceil. Perimeter Ceiling Height: 10'

736.00 SF Ceiling 736.00 SF Floor

110.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
554. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
555. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
SMITH-MIDSCHOOL-2009			1/14/2009	Page: 5

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

CONTINUED - A12

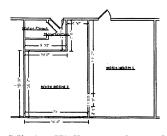
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
556. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
557. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
558. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
559. Scrape the walls & prep for paint	1,100.00 SF	0.00	0.48	528.00
560. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
561. Apply anti-microbial agent	1,836.00 SF	0.00	0.20	367.20
562. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Comm	nercial grade.	=		
563. Cove base molding - rubber or vinyl,4" high	110.00 LF	0.00	1.67	183.70
564. Seal/prime the walls - one coat	1,100.00 SF	0.00	0.40	440.00
565. Paint the walls - two coats	1,100.00 SF	0.00	0.72	792.00
Totals: A12			·	43,331.43

	825.17 SF Walls	Ľ	354.58 SF Ceiling	
2007.7009.5 % ALL	1,179.75 SF Walls & Ceil	iing	354.58 SF Floor	
	39.40 SY Flooring		73.83 LF Floor Peri	meter
	76.83 LF Ceil. Perime Opens into BOOF	•	Goes to Floor	
viissing want: 1 - 50 A 0 o	op 2001			
	QNTY	REMOVE	REPLACE	TOTAL
Missing Wall: 1 - 3'0" X 6'8' DESCRIPTION 1,024. R&R Suspended ceiling tile - 2'	QNTY	REMOVE 0.15	REPLACE 1.09	TOTA

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

CONTINUED - BOOK ROOM 1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,025. R&R Suspended ceiling grid - 2' x 4'	354.58 SF	0.14	1.04	418.40
1,026. R&R Acoustic ceiling tile - Cork Board	354.58 SF	0.46	2.36	.999.92
1,027. R&R Sheathing - plywood - Above Cork Board	354.58 SF	0.43	1.94	840.36
1,028. R&R Commercial electrical (SF of bldg) - Extra heavy load	354.58 SF	1.71	39.91	14,757.62
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
1,029. Scrape the walls & prep for paint	825.17 SF	0.00	0.48	396.08
1,030. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
1,031. Apply anti-microbial agent	1,179.75 SF	0.00	0.20	235.95
1,032. Glue down carpet - Commercial grade	407.77 SF	0.00	4.82	1,965.45
15 % waste added for Glue down carpet - Comm	nercial grade.			
1,033. Cove base molding - rubber or vinyl, 4" high	73.83 LF	0.00	1.67	123.30
1,034. Seal/prime the walls - one coat	825.17 SF	0.00	0.40	330.07
1,035. Paint the walls - two coats	825.17 SF	0.00	0.72	594.12
Totals: BOOK ROOM 1				21,383.99



BOOK ROOM 2

Ceiling Height: 11'

816.00 SF Walls 1,085.60 SF Walls & Ceiling 29.96 SY Flooring 76.00 LF Ceil. Perimeter 269.60 SF Ceiling269.60 SF Floor73.00 LF Floor Perimeter

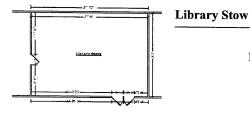
Missing Wall: 1 - 3'0" X 6'8"

Opens into BOOK ROOM 1

Goes to Floor

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,036. R&R Suspended ceiling tile - 2' x 4'	269.60 SF	0.15	1.09	334.30
1,037. R&R Suspended ceiling grid - 2' x 4'	269.60 SF	0.14	1.04	318.12
1,038. R&R Acoustic ceiling tile - Cork Board	269.60 SF	0.46	2.36	760.28
1,039. R&R Sheathing - plywood - Above Cork Board	269.60 SF	0.43	1.94	638.95
1,040. R&R Commercial electrical (SF of bldg) - Extra heavy load	269.60 SF	1.71	39.91	11,220.76
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
1,041. Scrape the walls & prep for paint	816.00 SF	0.00	0.48	391.68
1,042. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
1,043. Apply anti-microbial agent	1,085.60 SF	0.00	0.20	217.12
1,044. Glue down carpet - Commercial grade	310.04 SF	0.00	4.82	1,494.39
15 % waste added for Glue down carpet - Comm	nercial grade.			
1,045. Cove base molding - rubber or vinyl, 4" high	73.00 LF	0.00	1.67	121.91
1,046. Seal/prime the walls - one coat	816.00 SF	0.00	0.40	326.40
1,047. Paint the walls - two coats	816.00 SF	0.00	0.72	587.52
Totals: BOOK ROOM 2				16,694.47



981.00	SF Walls	
1,705.50	SF Walls & Ceil	ino

80.50 SY Flooring 109.00 LF Ceil. Perimeter

Ceiling	Height:	9'

724.50 SF Floor 109.00 LF Floor Perimeter

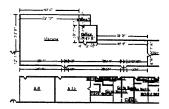
724.50 SF Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,022. R&R Suspended ceiling tile - 2' x 4'	724.50 SF	0.15	1.09	898.39
1,023. R&R Commercial electrical (SF of bldg) - Extra heavy load	724.50 SF	1.71	39.91	30,153.70
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
,				

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CONTINUED - Library Stow

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Library Stow				31,052.09

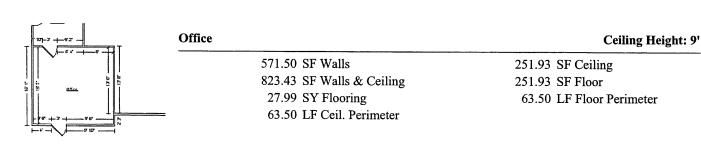


Library

2,980.50 SF Walls 6,889.74 SF Walls & Ceiling 434.36 SY Flooring 331.17 LF Ceil. Perimeter Ceiling Height: 9'
3,909.24 SF Ceiling

3,909.24 SF Floor 331.17 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,013. R&R Suspended ceiling tile - 2' x 4'	3,909.24 SF	0.15	1.09	4,847.46
1,015. R&R Commercial electrical (SF of bldg) - Extra heavy load	3,909.24 SF	1.71	39.91	162,702.57
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
Totals: Library				167,550.03



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,004. R&R Suspended ceiling tile - 2' x 4'	251.93 SF	0.15	1.09	312.39

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CONTINUED - Office

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,005. R&R Suspended ceiling grid - 2' x 4'	251.93 SF	0.14	1.04	297.28
1,006. R&R Commercial electrical (SF of bldg) - Extra heavy load	251.93 SF	1.71	39.91	10,485.33
The above line item includes all Wire, Switches	s, Plugs, Light Fixtures	•		
1,007. R&R 5/8" drywall - hung, taped, floated, ready for paint	285.75 SF	0.31	1.52	522.92
1,008. Apply anti-microbial agent	1,075.36 SF	0.00	0.20	215.07
1,009. Glue down carpet - Commercial grade	289.72 SF	0.00	4.82	1,396.45
15 % waste added for Glue down carpet - Comr	nercial grade.			
1,010. Cove base molding - rubber or vinyl, 4" high	63.50 LF	0.00	1.67	106.05
1,011. Seal/prime the walls - one coat	571.50 SF	0.00	0.40	228.60
1,012. Paint the walls - two coats	571.50 SF	0.00	0.72	411.48
Totals: Office				13,975.57

—————————————————————————————————————	e1	Ceiling Height:
25.4" — 10° — 5.4" — 10°	348.00 SF Walls 441.33 SF Walls & Ceiling 10.37 SY Flooring 38.67 LF Ceil. Perimeter	93.33 SF Ceiling 93.33 SF Floor 38.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
995. R&R Suspended ceiling tile - 2' x 4'	93.33 SF	0.15	1.09	115.73
996. R&R Suspended ceiling grid - 2' x 4'	93.33 SF	0.14	1.04	110.13
997. R&R Commercial electrical (SF of bldg) - Extra heavy load	93.33 SF	1.71	39.91	3,884.39

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CONTINUED - Office1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
The above line item includes all Wire, Switche	s, Plugs, Light Fixtures	-		
998. R&R 5/8" drywall - hung, taped, floated, ready for paint	174.00 SF	0.31	3.20	610.74
999. Apply anti-microbial agent	534.67 SF	0.00	0.20	106.93
1,000. Glue down carpet - Commercial grade	107.33 SF	0.00	4.82	517.33
15 % waste added for Glue down carpet - Com	mercial grade.			
1,001. Cove base molding - rubber or vinyl, 4" high	38.67 LF	0.00	1.67	64.58
1,002. Seal/prime the walls - one coat	348.00 SF	0.00	0.40	139.20
1,003. Paint the walls - two coats	348.00 SF	0.00	1.50	522.00
Totals: Office1		-		6,071.03

Mens Loung	ge		Ceili	ing Height: 9'
101—3'—8" Water Closes 69 5'3" 50 10 10 10 10 10 10 10 10 10 10 10 10 10	304.50 SF Walls 348.13 SF Walls & Ceil 4.85 SY Flooring 33.83 LF Ceil. Perimet		43.63 SF Ceiling 43.63 SF Floor 33.83 LF Floor Peri	meter
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
310. R&R Suspended ceiling tile - 2' x 4'	43.63 SF	0.15	1.09	54.10
311. R&R Commercial electrical (SF of bldg) - Extra heavy load	43.63 SF	1.71	39.91	1,815.88
The above line item includes all Wire, Switch	ches, Plugs, Light Fixtures			
312. Scrape the walls & prep for paint	304.50 SF	0.00	0.48	146.16
313. Apply anti-microbial agent	348.13 SF	0.00	0.20	69.63
314. Tile - vinyl composition - Premium grade	43.63 SF	0.00	2.41	105.15
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CONTINUED - Mens Lounge

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
315. Seal/prime the walls - one coat	304.50 SF	0.00	0.40	121.80
316. Paint the walls - two coats	304.50 SF	0.00	0.72	219.24
Totals: Mens Lounge				2,531.96

5'7"	Water Closet
5'3" Water Closet To State S	

172.41	SF Walls
195.16	SF Walls & Ceiling
2.53	SY Flooring
19.16	LF Ceil. Perimeter

Ceili	ng Height: 9'
22.75 SF Ceiling	
22.75 SF Floor	
19.16 LF Floor Peris	meter

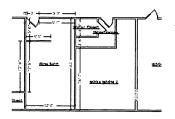
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
303. R&R Suspended ceiling tile - 2' x 4'	22.75 SF	0.15	1.09	28.21
304. R&R Commercial electrical (SF of bldg) - Extra heavy load	22.75 SF	1.71	39.91	946.85
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
306. Apply anti-microbial agent	195.16 SF	0.00	0.20	39.03
307. Clean ceramic tile	22.75 SF	0.00	0.37	8.42
381. Clean Wall tile	172.41 SF	0.00	0.37	63.79
Totals: Water Closet				1,086.30

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Boys Bath

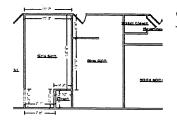
Ceiling Height: 9'

750.01 SF Walls 1,033.45 SF Walls & Ceiling 31.49 SY Flooring 83.33 LF Ceil. Perimeter

283.44 SF Ceiling 283.44 SF Floor

83.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
382. R&R Suspended ceiling tile - 2' x 4'	283.44 SF	0.15	1.09	351.47
383. R&R Commercial electrical (SF of bldg) - Extra heavy load	283.44 SF	1.71	39.91	11,796.77
The above line item includes all Wire, Switche	s, Plugs, Light Fixtures			
384. Apply anti-microbial agent	1,033.45 SF	0.00	0.20	206.69
385. Clean ceramic tile	283.44 SF	0.00	0.37	104.87
386. Clean Wall tile	750.01 SF	0.00	0.37	277.50
Totals: Boys Bath				12,737,30



Girls Bath

Ceiling Height: 9'

12,737.30

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592.61 SF Walls 832.26 SF Walls & Ceiling 26.63 SY Flooring 68.50 LF Ceil. Perimeter

239.65 SF Ceiling 239.65 SF Floor 64.92 LF Floor Perimeter

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Missing Wall: 1 - 3'7" X 6'8"	Opens into Girls	Bath1	Goes to Floor	
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
387. R&R Suspended ceiling tile - 2' x 4'	239.65 SF	0.15	1.09	297.17
388. R&R Commercial electrical (SF of bldg) - Extra heavy load	239.65 SF	1.71	39.91	9,974.23
The above line item includes all Wire, Switches	s, Plugs, Light Fixtures			
389. Apply anti-microbial agent	832.26 SF	0.00	0.20	166.45
390. Clean ceramic tile	239.65 SF	0.00	0.37	88.67
391. Clean Wall tile	592.61 SF	0.00	0.37	219.27
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CONTINUED - Girls Bath

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Girls Bath				10,745.79

Closet

Ceiling Height: 9'

145.50 SF Walls

16.29 SF Ceiling

16.29 SF Floor

1.81 SY Flooring

16.17 LF Floor Perimeter

16.17 LF Ceil. Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,060. R&R Suspended ceiling tile - 2' x 4'	16.29 SF	0.15	1.09	20.20
1,061. R&R Suspended ceiling grid - 2' x 4'	16.29 SF	0.14	1.04	19.22
1,062. R&R Acoustic ceiling tile - Cork Board	16.29 SF	0.46	2.36	45.93
1,063. R&R Sheathing - plywood - Above Cork Board	16.29 SF	0.43	1.94	38.60
1,064. R&R Commercial electrical (SF of bldg) - Extra heavy load	16.29 SF	1.71	39.91	677.99
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
1,065. Scrape the walls & prep for paint	145.50 SF	0.00	0.48	69.84
1,066. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
1,067. Apply anti-microbial agent	161.79 SF	0.00	0.20	32.36
1,068. Glue down carpet - Commercial grade	18.74 SF	0.00	4.82	90.33
15 % waste added for Glue down carpet - Comm	ercial grade.			
1,069. Cove base molding - rubber or vinyl, 4" high	16.17 LF	0.00	1.67	27.00
1,070. Seal/prime the walls - one coat	145.50 SF	0.00	0.40	58.20
1,071. Paint the walls - two coats	145.50 SF	0.00	0.72	104.76
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CONTINUED - Closet

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Closet				1,467,47



522.11	SF Walls
683.61	SF Walls & Ceiling
17.94	SY Flooring
60.67	LF Ceil. Perimeter

161.50 SF Ceiling 161.50 SF Floor 57.08 LF Floor Perimeter

Ceiling Height: 9'

7,311.57

Missing Wall: 1 - 3'7" X 6'8"	Opens into Girls	Bath	Goes to Floor	
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
392. R&R Suspended ceiling tile - 2' x 4'	161.50 SF	0.15	1.09	200.27
393. R&R Commercial electrical (SF of bldg) - Extra heavy load	161.50 SF	1.71	39.91	6,721.64
The above line item includes all Wire, Switche	s, Plugs, Light Fixtures			
394. Apply anti-microbial agent	683.61 SF	0.00	0.20	136.72
395. Clean ceramic tile	161.50 SF	0.00	0.37	59.76
396. Clean Wall tile	522.11 SF	0.00	0.37	193.18
Totals: Girls Bath1		27.77		7.311.57

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Womens Loung

Ceiling Height: 9'

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414.00 SF Walls 491.33 SF Walls & Ceiling 8.59 SY Flooring 46.00 LF Ceil. Perimeter

77.33 SF Floor 46.00 LF Floor Perimeter

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77.33 SF Ceiling

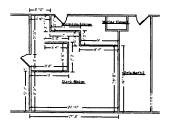
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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
986. R&R Suspended ceiling tile - 2' x 4'	77.33 SF	0.15	1.09	95.89
987. R&R Suspended ceiling grid - 2' x 4'	77.33 SF	0.14	1.04	91.25
988. R&R Commercial electrical (SF of bldg) - Extra heavy load	77.33 SF	1.71	39.91	3,218.47
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
989. R&R 5/8" drywall - hung, taped, floated, ready for paint	207.00 SF	0.31	1.52	378.81
990. Apply anti-microbial agent	568.66 SF	0.00	0.20	113.73
991. Glue down carpet - Commercial grade	88.93 SF	0.00	4.82	428.64
15 % waste added for Glue down carpet - Comm	ercial grade.			
992. Cove base molding - rubber or vinyl, 4" high	46.00 LF	0.00	1.67	76.82
993. Seal/prime the walls - one coat	414.00 SF	0.00	0.40	165.60
994. Paint the walls - two coats	414.00 SF	0.00	0.72	298.08
Totals: Womens Loung				4,867.29

Water Close1 Ceiling Height: 9' 142.52 SF Walls 15.17 SF Ceiling 157.69 SF Walls & Ceiling 15.17 SF Floor 1.69 SY Flooring 15.84 LF Floor Perimeter 15.84 LF Ceil. Perimeter **DESCRIPTION QNTY REMOVE** REPLACE **TOTAL** 397. R&R Suspended ceiling tile - 2' x 4' 15.17 SF 0.15 1.09 18.82

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CONTINUED - Water Close1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
398. R&R Commercial electrical (SF of bldg) - Extra heavy load	15.17 SF	1.71	39.91	631.37
The above line item includes all Wire, Switches	s, Plugs, Light Fixtures			
399. Apply anti-microbial agent	157.69 SF	0.00	0.20	31.54
400. Clean ceramic tile	15.17 SF	0.00	0.37	5.61
401. Clean Wall tile	142.52 SF	0.00	0.37	52.73
Totals: Water Close1				740.07



SMITH-MIDSCHOOL-2009

Dark Room

1,166.54 SF Walls 1,542.80 SF Walls & Ceiling 41.81 SY Flooring 129.62 LF Ceil. Perimeter Ceiling Height: 9'

376.26 SF Ceiling376.26 SF Floor129.62 LF Floor Perimeter

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,048. R&R Suspended ceiling tile - 2' x 4'	376.26 SF	0.15	1.09	466.56
1,049. R&R Suspended ceiling grid - 2' x 4'	376.26 SF	0.14	1.04	443.99
1,050. R&R Acoustic ceiling tile - Cork Board	376.26 SF	0.46	2.36	1,061.05
1,051. R&R Sheathing - plywood - Above Cork Board	376.26 SF	0.43	1.94	891.73
1,052. R&R Commercial electrical (SF of bldg) - Extra heavy load	376.26 SF	1.71	39.91	15,659.94
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
1,053. Scrape the walls & prep for paint	1,166.54 SF	0.00	0.48	559.94
1,054. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04

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CONTINUED - Dark Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,055. Apply anti-microbial agent	1,542.80 SF	0.00	0.20	308.56
1,056. Glue down carpet - Commercial grade	432.70 SF	0.00	4.82	2,085.61
15 % waste added for Glue down carpet - Cor	nmercial grade.			
1,057. Cove base molding - rubber or vinyl, 4" high	129.62 LF	0.00	1.67	216.47
1,058. Seal/prime the walls - one coat	1,166.54 SF	0.00	0.40	466.62
1,059. Paint the walls - two coats	1,166.54 SF	0.00	0.72	839.91
Totals: Dark Room				23,283.42

990.00 SF Walls 1,726.00 SF Walls & Ceiling 81.78 SY Flooring 110.00 LF Ceil. Perimeter 736.00 SF Ceiling 736.00 SF Floor 110.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
566. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
567. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
568. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
569. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
570. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
571. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20

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CONTINUED - A 9

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
572. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
573. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
574. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Comn	nercial grade.			
575. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
576. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
577. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A 9				42,708.87

990.00 SF Walls 1,726.00 SF Walls & Ceiling

81.78 SY Flooring
110.00 LF Ceil. Perimeter

Ceiling Height: 9'

736.00 SF Ceiling736.00 SF Floor110.00 LF Floor Perimeter

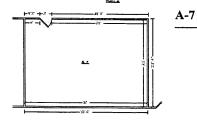
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
578. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
579. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
580. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
581. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
582. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
583. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20
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CONTINUED - A 11

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
584. Plaster patch / small repair - ready for paint	4.00 EA	0.00	141.52	566.08
585. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
586. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Comm	nercial grade.			,
587. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
588. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
589. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80

Totals: A 11 42,991.91



990.00 SF Walls 1,726.00 SF Walls & Ceiling 81.78 SY Flooring 110.00 LF Ceil. Perimeter 736.00 SF Ceiling 736.00 SF Floor 110.00 LF Floor Perimeter

Ceiling Height: 9'

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
590. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
591. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
592. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
593. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
594. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
595. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20
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CONTINUED - A-7

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
596. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
597. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
598. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Comm	nercial grade.			
599. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
600. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
601. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A-7				43,133,43

990.00 SF Walls 1,726.00 SF Walls & Ceiling 81.78 SY Flooring 110.00 LF Ceil. Perimeter 736.00 SF Ceiling 736.00 SF Floor 110.00 LF Floor Perimeter

Ceiling Height: 9'

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
626. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
627. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
628. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
629. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
630. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
631. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20
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A-4

CONTINUED - A-5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
632. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
633. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
634. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Comm	nercial grade.			·
635. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
636. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
637. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A-5				43,133.43

990.00 SF Walls 1,726.00 SF Walls & Ceiling

81.78 SY Flooring
110.00 LF Ceil. Perimeter

Ceiling Height: 9'

736.00 SF Ceiling736.00 SF Floor110.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
614. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
615. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
616. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
617. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
618. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
619. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20
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A-3

CONTINUED - A-4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL	
620. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60	
621. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20	
622. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65	
15 % waste added for Glue down carpet - Comm	nercial grade.				
623. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70	
624. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00	
625. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80	
Totals: A-4				43,133.43	

990.00 SF Walls 1,726.00 SF Walls & Ceiling 81.78 SY Flooring

110.00 LF Ceil. Perimeter

Ceiling Height: 9'

736.00 SF Ceiling736.00 SF Floor110.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
602. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
603. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
604. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
605. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
606. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
607. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20
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CONTINUED - A-3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL	
608. Plaster patch / small repair - ready for paint	1.00 EA	0.00	141.52	141.52	
609. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20	
610. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65	
15 % waste added for Glue down carpet - Commercial grade.					
611. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70	
612. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00	
613. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80	
Totals: A-3			Control of the Contro	42,567.35	

2,863.50 SF Walls

2,863.50 SF Walls

8,916.75 SF Walls & Ceiling

6,053.25 SF Ceiling

6,053.25 SF Floor

672.58 SY Flooring

318.17 LF Floor Perimeter

318.17 LF Ceil. Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,096. R&R Suspended ceiling tile - 2' x 4'	6,053.25 SF	0.15	1.09	7,506.03
1,100. R&R Commercial electrical (SF of bldg) - Extra heavy load	6,053.25 SF	1.71	39.91	251,936.27
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
1,103. Apply anti-microbial agent	8,916.75 SF	0.00	0.20	1,783.35
1,108. R&R Tile - vinyl composition - High Traffic	6,053.25 SF	1.88	3.37	31,779.56
1,213. Remove Three coat plaster over metal lath	2,863.50 SF	1.06	0.00	3,035.31

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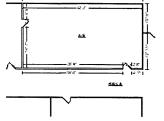
530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

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CONTINUED - Cafeteria

DESCRIPTION	QNTY REMOVE		REPLACE	TOTAL	
1,105. Cove base molding - rubber or vinyl, 4" high	318.17 LF	0.00	1.67	531.34	
1,106. Seal/prime the walls - one coat	2,863.50 SF	0.00	0.40	1,145.40	
1,107. Paint the walls - two coats	2,863.50 SF	0.00	0.72	2,061.72	
1,186. R&R 1/4" Cement board	6,053.25 SF	0.63	3.41	24,455.13	
1,187. R&R Steel door frame - 6' opening	5.00 EA	15.58	183.09	993.35	
1,188. R&R Steel door, 3' x 7' - fire rated	10.00 EA	11.42	347.20	3,586.20	
1,214. 5/8" gypsum panel - fiber reinforced - abuse resistant	2,863.50 SF	0.00	2.42	6,929.67	
1,215. Hat channel, 16" OC	6,000.00 LF	0.00	0.89	5,340.00	
1,216. Texture drywall - smooth / skim coat	2,863.50 SF	0.00	0.82	2,348.07	

Totals: Cafeteria 343,431.40



1,174.50 SF Walls 2,146.25 SF Walls & Ceiling 107.97 SY Flooring 130.50 LF Ceil. Perimeter

971.75 SF Ceiling 971.75 SF Floor 130.50 LF Floor Perimeter

Ceiling Height: 9'

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
638. R&R Suspended ceiling tile - 2' x 4'	971.75 SF	0.15	1.09	1,204.97
639. R&R Suspended ceiling grid - 2' x 4'	971.75 SF	0.14	1.04	1,146.67
640. R&R Acoustic ceiling tile - Cork Board	971.75 SF	0.46	2.36	2,740.34
641. R&R Sheathing - plywood - Above Cork Board	971.75 SF	0.43	1.94	2,303.05

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CONTINUED - A-8

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
642. R&R Commercial electrical (SF of bldg) - Extra heavy load	971.75 SF	1.71	39.91	40,444.23
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
643. Scrape the walls & prep for paint	1,174.50 SF	0.00	0.48	563.76
644. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
645. Apply anti-microbial agent	2,146.25 SF	0.00	0.20	429.25
646. Glue down carpet - Commercial grade	1,117.51 SF	0.00	4.82	5,386.40
15 % waste added for Glue down carpet - Comm	nercial grade.			
647. Cove base molding - rubber or vinyl, 4" high	130.50 LF	0.00	1.67	217.94
648. Seal/prime the walls - one coat	1,174.50 SF	0.00	0.40	469.80
649. Paint the walls - two coats	1,174.50 SF	0.00	0.72	845.64
Totals: A-8				56,459.65

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A-6

972.00 SF Walls 1,685.00 SF Walls & Ceiling

79.22 SY Flooring 108.00 LF Ceil. Perimeter Ceiling Height: 9'

713.00 SF Ceiling 713.00 SF Floor

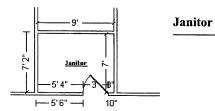
108.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL	
650. R&R Suspended ceiling tile - 2' x 4'	713.00 SF	0.15	1.09	884.12	
651. R&R Suspended ceiling grid - 2' x 4'	713.00 SF	0.14	1.04	841.34	
652. R&R Acoustic ceiling tile - Cork Board	713.00 SF	0.46	2.36	2,010.66	
653. R&R Sheathing - plywood - Above Cork Board	713.00 SF	0.43	1.94	1,689.81	
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CONTINUED - A-6

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL 29,675.06	
654. R&R Commercial electrical (SF of bldg) - Extra heavy load	713.00 SF	1.71	39.91		
The above line item includes all Wire, Switches,	Plugs, Light Fixtures				
655. Scrape the walls & prep for paint	972.00 SF	0.00	0.48	466.56	
656. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60	
657. Apply anti-microbial agent	1,685.00 SF	0.00	0.20	337.00	
658. Glue down carpet - Commercial grade	819.95 SF	0.00	4.82	3,952.16	
15 % waste added for Glue down carpet - Comm	ercial grade.				
659. Cove base molding - rubber or vinyl, 4" high	108.00 LF	0.00	1.67	180.36	
660. Seal/prime the walls - one coat	972.00 SF	0.00	0.40	388.80	
661. Paint the walls - two coats	972.00 SF	0.00	0.72	699.84	
Totals: A-6				41,833.31	



288.00	SF Walls
351.00	SF Walls & Ceiling
7.00	SY Flooring
32.00	LF Ceil. Perimeter

63.00	SF Ceiling	
63.00	SF Floor	
32.00	LF Floor Perimeter	

Ceiling Height: 9'

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,084. R&R Suspended ceiling tile - 2' x 4'	63.00 SF	0.15	1.09	78.12
1,085. R&R Suspended ceiling grid - 2' x 4'	63.00 SF	0.14	1.04	74.34
1,086. R&R Acoustic ceiling tile - Cork Board	63.00 SF	0.46	2.36	177.66

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CONTINUED - Janitor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,087. R&R Sheathing - plywood - Above Cork Board	63.00 SF	0.43	1.94	149.31
1,088. R&R Commercial electrical (SF of bldg) - Extra heavy load	63.00 SF	1.71	39.91	2,622.06
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
1,089. Scrape the walls & prep for paint	288.00 SF	0.00	0.48	138.24
1,091. Apply anti-microbial agent	351.00 SF	0.00	0.20	70.20
1,092. Glue down carpet - Commercial grade	72.45 SF	0.00	4.82	349.21
15 % waste added for Glue down carpet - Comm	ercial grade.			
1,093. Cove base molding - rubber or vinyl, 4" high	32.00 LF	0.00	1.67	53.44
1,094. Seal/prime the walls - one coat	288.00 SF	0.00	0.40	115.20
1,095. Paint the walls - two coats	288.00 SF	0.00	0.72	207.36
Totals: Janitor				4,035.14

Repair RM			Ceili	ng Height: 9'
	444.00 SF Walls	-	141.00 SF Ceiling	
1 1 1 1 1 1 1 1 1 1	585.00 SF Walls & Ceilin	ng	141.00 SF Floor	
¥	15.67 SY Flooring		49.33 LF Floor Peris	meter
	49.33 LF Ceil. Perimete	r		
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,072. R&R Suspended ceiling tile - 2' x 4'	141.00 SF	0.15	1.09	174.84
1,073. R&R Suspended ceiling grid - 2' x 4'	141.00 SF	0.14	1.04	166.38
1,074. R&R Acoustic ceiling tile - Cork Board	141.00 SF	0.46	2.36	397.62
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CONTINUED - Repair RM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,075. R&R Sheathing - plywood - Above Cork Board	141.00 SF	0.43	1.94	334.17
1,076. R&R Commercial electrical (SF of bldg) - Extra heavy load	141.00 SF	1.71	39.91	5,868.42
The above line item includes all Wire, Switches, I	Plugs, Light Fixtures			
1,077. Scrape the walls & prep for paint	444.00 SF	0.00	0.48	213.12
1,079. Apply anti-microbial agent	585.00 SF	0.00	0.20	117.00
1,080. Glue down carpet - Commercial grade	162.15 SF	0.00	4.82	781.56
15 % waste added for Glue down carpet - Comme	ercial grade.			
1,081. Cove base molding - rubber or vinyl, 4" high	49.33 LF	0.00	1.67	82.38
1,082. Seal/prime the walls - one coat	444.00 SF	0.00	0.40	177.60
1,083. Paint the walls - two coats	444.00 SF	0.00	0.72	319.68
Totals: Repair RM				8,632.77

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Boys Restroom	
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661.50 SF Walls 977.75 SF Walls & Ceiling 35.14 SY Flooring 73.50 LF Ceil. Perimeter

Ceiling	Height:	9'
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316.25 SF Floor73.50 LF Floor Perimeter

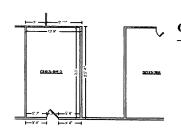
316.25 SF Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
402. R&R Suspended ceiling tile - 2' x 4'	316.25 SF	0.15	1.09	392.15
403. R&R Commercial electrical (SF of bldg) - Extra heavy load	316.25 SF	1.71	39.91	13,162.33
The above line item includes all Wire, Switches	s, Plugs, Light Fixtures			
404. Apply anti-microbial agent	977.75 SF	0.00	0.20	195.55
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CONTINUED - Boys Restroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
405. Clean ceramic tile	316.25 SF	0.00	0.37	117.01
406. Clean Wall tile	661.50 SF	0.00	0.37	244.76
Totals: Boys Restroom				14,111.80



Girls Restroom 2

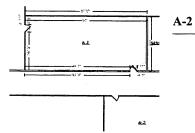
Ceiling Height: 9'

661.50 SF Walls 977.75 SF Walls & Ceiling 35.14 SY Flooring 73.50 LF Ceil. Perimeter 316.25 SF Ceiling 316.25 SF Floor 73.50 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
407. R&R Suspended ceiling tile - 2' x 4'	316.25 SF	0.15	1.09	392.15
408. R&R Commercial electrical (SF of bldg) - Extra heavy load	316.25 SF	1.71	39.91	13,162.33
The above line item includes all Wire, Switches,	, Plugs, Light Fixtures			
409. Apply anti-microbial agent	977.75 SF	0.00	0.20	195.55
410. Clean ceramic tile	316.25 SF	0.00	0.37	117.01
411. Clean Wall tile	661.50 SF	0.00	0.37	244.76
Totals: Girls Restroom 2				14,111.80

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1,332.00 SF Walls

1,173.00 SF Ceiling

2,505.00 SF Walls & Ceiling 130.33 SY Flooring

1,173.00 SF Floor

148.00 LF Ceil. Perimeter

148.00 LF Floor Perimeter

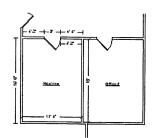
Ceiling Height: 9'

DESCRIPTION ONTY REMOVE REPLACE **TOTAL** 662. R&R Suspended ceiling tile - 2' x 4' 1,173.00 SF 0.15 1.09 1,454.52 663. R&R Suspended ceiling grid - 2' x 4' 1,173.00 SF 0.14 1.04 1,384.14 664. R&R Acoustic ceiling tile - Cork 1,173.00 SF 0.46 2.36 3,307.86 Board 665. R&R Sheathing - plywood - Above 1,173.00 SF 0.43 1.94 2,780.01 Cork Board 666. R&R Commercial electrical (SF of 1,173.00 SF 1.71 39.91 48,820.26 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 667. Scrape the walls & prep for paint 1,332.00 SF 0.00 0.48 639.36 668. Plaster patch / small repair - ready for 5.00 EA 0.00 141.52 707.60 paint 669. Apply anti-microbial agent 2,505.00 SF 0.00 0.20 501.00 670. Glue down carpet - Commercial grade 1,348.95 SF 0.00 4.82 6,501.94 15 % waste added for Glue down carpet - Commercial grade. 671. Cove base molding - rubber or vinyl, 148.00 LF 0.00 1.67 247.16 4" high 672. Seal/prime the walls - one coat 0.00 1,332.00 SF 0.40 532.80 673. Paint the walls - two coats 1,332.00 SF 0.00 0.72 959.04

Totals: A-2 67,835.69

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Meeting

Ceiling Height: 9'

492.00 SF Walls673.33 SF Walls & Ceiling20.15 SY Flooring54.67 LF Ceil. Perimeter

181.33 SF Ceiling181.33 SF Floor54.67 LF Floor Perimeter

DESCRIPTION **QNTY REMOVE** REPLACE **TOTAL** 977. R&R Suspended ceiling tile - 2' x 4' 181.33 SF 0.15 1.09 224.85 978. R&R Suspended ceiling grid - 2' x 4' 181.33 SF 0.14 1.04 213.97 979. R&R Commercial electrical (SF of 181.33 SF 1.71 39.91 7,546.95 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 980. R&R 5/8" drywall - hung, taped, 246.00 SF 0.31 1.52 450.18 floated, ready for paint 981. Apply anti-microbial agent 854.67 SF 0.00 0.20 170.93 982. Glue down carpet - Commercial grade 208.53 SF 0.00 4.82 1,005.11 15 % waste added for Glue down carpet - Commercial grade. 983. Cove base molding - rubber or vinyl, 54.67 LF 0.00 1.67 91.30 4" high 984. Seal/prime the walls - one coat 492.00 SF 0.00 0.40 196.80 985. Paint the walls - two coats 492.00 SF 0.00 0.72 354.24



Totals: Meeting

Asst Princ

Ceiling Height: 9'

10,254.33

817.50 SF Walls 1,166.86 SF Walls & Ceiling 38.82 SY Flooring 90.83 LF Ceil. Perimeter

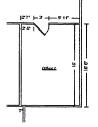
349.36 SF Ceiling349.36 SF Floor90.83 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
463. R&R Suspended ceiling tile - 2' x 4'	349.36 SF	0.15	1.09	433.20
464. R&R Suspended ceiling grid - 2' x 4'	349.36 SF	0.14	1.04	412.24
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CONTINUED - Asst Princ

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
465. R&R Commercial electrical (SF of bldg) - Extra heavy load	349.36 SF	1.71	39.91	14,540.37
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
466. R&R 5/8" drywall - hung, taped, floated, ready for paint	408.75 SF	0.31	1.52	748.01
467. Apply anti-microbial agent	1,516.22 SF	0.00	0.20	303.24
488. Glue down carpet - Commercial grade	401.77 SF	0.00	4.82	1,936.53
15 % waste added for Glue down carpet - Comm	nercial grade.			·
469. Seal/prime the walls - one coat	817.50 SF	0.00	0.40	327.00
470. Paint the walls - two coats	817.50 SF	0.00	0.72	588.60
Totals: Asst Princ				19,289.19



Office2

Ceiling Height: 9'

492.00 SF Walls673.33 SF Walls & Ceiling20.15 SY Flooring54.67 LF Ceil. Perimeter

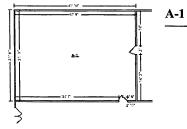
181.33 SF Ceiling181.33 SF Floor54.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
471. R&R Suspended ceiling tile - 2' x 4'	181.33 SF	0.15	1.09	224.85
472. R&R Suspended ceiling grid - 2' x 4'	181.33 SF	0.14	1.04	213.97
473. R&R Commercial electrical (SF of bldg) - Extra heavy load	181.33 SF	1.71	39.91	7,546.95
The above line item includes all Wire, Switches, I	Plugs, Light Fixtures			
474. R&R 5/8" drywall - hung, taped, floated, ready for paint	246.00 SF	0.31	1.52	450.18
475. Apply anti-microbial agent	854.67 SF	0.00	0.20	170.93
487. Glue down carpet - Commercial grade	208.53 SF	0.00	4.82	1,005.11
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CONTINUED - Office2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Comm	ercial grade.			
495. Cove base molding - rubber or vinyl, 4" high	54.67 LF	0.00	1.67	91.30
477. Seal/prime the walls - one coat	492.00 SF	0.00	0.40	196.80
478. Paint the walls - two coats	492.00 SF	0.00	0.72	354.24
Totals: Office2				10,254.33



1,306.50 SF Walls 2,598.17 SF Walls & Ceiling

143.52 SY Flooring 145.17 LF Ceil. Perimeter Ceiling Height: 9'

1,291.67 SF Ceiling 1,291.67 SF Floor

145.17 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
674. R&R Suspended ceiling tile - 2' x 4'	1,291.67 SF	0.15	1.09	1,601.67
675. R&R Suspended ceiling grid - 2' x 4'	1,291.67 SF	0.14	1.04	1,524.17
676. R&R Acoustic ceiling tile - Cork Board	1,291.67 SF	0.46	2.36	3,642.51
677. R&R Sheathing - plywood - Above Cork Board	1,291.67 SF	0.43	1.94	3,061.26
678. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,291.67 SF	1.71	39.91	53,759.31
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
679. Scrape the walls & prep for paint	1,306.50 SF	0.00	0.48	627.12
680. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
681. Apply anti-microbial agent	2,598.17 SF	0.00	0.20	519.63
682. Glue down carpet - Commercial grade	1,485.42 SF	0.00	4.82	7,159.72
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CONTINUED - A-1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Com	mercial grade.			
683. Cove base molding - rubber or vinyl, 4" high	145.17 LF	0.00	1.67	242.43
684. Seal/prime the walls - one coat	1,306.50 SF	0.00	0.40	522.60
685. Paint the walls - two coats	1,306.50 SF	0.00	0.72	940.68
Totals: A-1				74 308

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Office3 Ceiling Height: 9'

487.50 SF Walls 660.58 SF Walls & Ceiling 19.23 SY Flooring 54.17 LF Ceil. Perimeter 173.08 SF Ceiling 173.08 SF Floor 54.17 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
479. R&R Suspended ceiling tile - 2' x 4'	173.08 SF	0.15	1.09	214.62
480. R&R Suspended ceiling grid - 2' x 4'	173.08 SF	0.14	1.04	204.23
481. R&R Commercial electrical (SF of bldg) - Extra heavy load	173.08 SF	1.71	39.91	7,203.59
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
482. R&R 5/8" drywall - hung, taped, floated, ready for paint	243.75 SF	0.31	1.52	446.06
483. Apply anti-microbial agent	833.67 SF	0.00	0.20	166.73
484. Glue down carpet - Commercial grade	199.05 SF	0.00	4.82	959.42
15 % waste added for Glue down carpet - Comm	ercial grade.			
494. Cove base molding - rubber or vinyl, 4" high	54.17 LF	0.00	1.67	90.46
485. Seal/prime the walls - one coat	487.50 SF	0.00	0.40	195.00
486. Paint the walls - two coats	487.50 SF	0.00	0.72	351.00
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STORAGE

CONTINUED - Office3

DESCRIPTION		QNTY	REMOVE	REPLACE	TOTAL
	-				
Totals: Office3					9,831.11

405.00 SF Walls 517.50 SF Walls & Ceiling

12.50 SY Flooring 45.00 LF Ceil. Perimeter Ceiling Height: 9'

112.50 SF Ceiling112.50 SF Floor45.00 LF Floor Perimeter

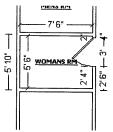
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
770. R&R Suspended ceiling tile - 2' x 4'	112.50 SF	0.15	1.09	139.51
771. R&R Suspended ceiling grid - 2' x 4'	112.50 SF	0.14	1.04	132.75
772. R&R Acoustic ceiling tile - Cork Board	112.50 SF	0.46	2.36	317.25
773. R&R Sheathing - plywood - Above Cork Board	112.50 SF	0.43	1.94	266.63
774. R&R Commercial electrical (SF of bldg) - Extra heavy load	112.50 SF	1.71	39.91	4,682.26
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
775. Scrape the walls & prep for paint	405.00 SF	0.00	0.48	194.40
776. Apply anti-microbial agent	517.50 SF	0.00	0.20	103.50
777. Tile - vinyl composition - Premium grade	112.50 SF	0.00	2.41	271.13
778. Cove base molding - rubber or vinyl, 4" high	45.00 LF	0.00	1.67	75.15
779. Seal/prime the walls - one coat	405.00 SF	0.00	0.40	162.00
780. Paint the walls - two coats	405.00 SF	0.00	0.72	291.60
Totals: STORAGE				6,636.18

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WOMANS Restroom

Ceiling Height: 9'

234.00 SF Walls 275.25 SF Walls & Ceiling 4.58 SY Flooring 26.00 LF Ceil. Perimeter

41.25 SF Ceiling 41.25 SF Floor

26.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
412. R&R Suspended ceiling tile - 2' x 4'	41.25 SF	0.15	1.09	51.15
413. R&R Commercial electrical (SF of bldg) - Extra heavy load	41.25 SF	1.71	39.91	1,716.83
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
489. R&R 5/8" drywall - hung, taped, floated, ready for paint	117.00 SF	0.31	1.52	214.11
490. Cove base molding - rubber or vinyl, 4" high	26.00 LF	0.00	1.67	43.42
414. Apply anti-microbial agent	275.25 SF	0.00	0.20	55.05
415. Clean ceramic tile	41.25 SF	0.00	0.37	15.26

MENS Restroom

Ceiling Height: 9'

234.00 SF Walls 275.25 SF Walls & Ceiling 4.58 SY Flooring 26.00 LF Ceil. Perimeter

41.25 SF Floor 26.00 LF Floor Perimeter

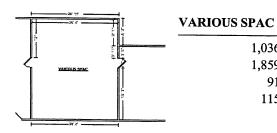
41.25 SF Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
417. R&R Suspended ceiling tile - 2' x 4'	41.25 SF	0.15	1.09	51.15
418. R&R Commercial electrical (SF of bldg) - Extra heavy load	41.25 SF	1.71	39.91	1,716.83
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
491. R&R 5/8" drywall - hung, taped, floated, ready for paint	117.00 SF	0.31	1.52	214.11

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CONTINUED - MENS Restroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
492. Cove base molding - rubber or vinyl, 4" high	26.00 LF	0.00	1.67	43.42
419. Apply anti-microbial agent	275.25 SF	0.00	0.20	55.05
420. Clean ceramic tile	41.25 SF	0.00	0.37	15.26
Totals: MENS Restroom				2,095.82



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Ceiling Height: 9'

1,036.50 SF Walls 1,859.42 SF Walls & Ceiling 91.44 SY Flooring 115.17 LF Ceil. Perimeter

822.92 SF Ceiling 822.92 SF Floor 115.17 LF Floor Perimeter

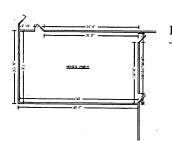
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
912. R&R Suspended ceiling tile - 2' x 4'	822.92 SF	0.15	1.09	1,020.42
913. R&R Suspended ceiling grid - 2' x 4'	822.92 SF	0.14	1.04	971.05
914. R&R Commercial electrical (SF of bldg) - Extra heavy load	822.92 SF	1.71	43.90	37,533.38
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
915. Apply anti-microbial agent	2,682.33 SF	0.00	0.20	536.47
916. Glue down carpet - Commercial grade	946.35 SF	0.00	4.82	4,561.41
15 % waste added for Glue down carpet - Comm	nercial grade.			
917. Cove base molding - rubber or vinyl, 4" high	115.17 LF	0.00	1.67	192.33
918. Seal/prime the walls - one coat	1,036.50 SF	0.00	0.40	414.60
919. Paint the walls - two coats	1,036.50 SF	0.00	0.72	746.28
Totals: VARIOUS SPAC				45,975.94

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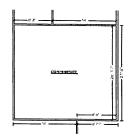
FOOD PREP

Ceiling Height: 9'

1,098.00 SF Walls 1,972.00 SF Walls & Ceiling 97.11 SY Flooring 122.00 LF Ceil. Perimeter

874.00 SF Ceiling 874.00 SF Floor 122.00 LF Floor Perimeter

DESCRIPTION **QNTY** REMOVE REPLACE **TOTAL** 920. R&R Suspended ceiling tile - 2' x 4' 874.00 SF 0.15 1.09 1,083.76 921. R&R Suspended ceiling grid - 2' x 4' 874.00 SF 0.14 1.04 1,031.32 922. R&R Commercial electrical (SF of 874.00 SF 1.71 39.91 36,375.88 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 923. Apply anti-microbial agent 2,846.00 SF 0.00 0.20 569.20 924. Glue down carpet - Commercial grade 1,005.10 SF 0.00 4.82 4,844.58 15 % waste added for Glue down carpet - Commercial grade. 925. Cove base molding - rubber or vinyl, 122.00 LF 0.00 1.67 203.74 4" high 926. Seal/prime the walls - one coat 1,098.00 SF 0.00 0.40 439.20 927. Paint the walls - two coats 1,098.00 SF 0.00 0.72 790.56 Totals: FOOD PREP



CONFERENCE

Ceiling Height: 9'

45,338.24

783.00 SF Walls 1,255.37 SF Walls & Ceiling 52.49 SY Flooring 87.00 LF Ceil. Perimeter

472.37 SF Ceiling 472.37 SF Floor 87.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
455. R&R Suspended ceiling tile - 2' x 4'	472.37 SF	0.15	1.09	585.74
456. R&R Suspended ceiling grid - 2' x 4'	472.37 SF	0.14	1.04	557.39
457. R&R Commercial electrical (SF of bldg) - Extra heavy load	472.37 SF	1.71	39.91	19,660.04
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CONTINUED - CONFERENCE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
458. R&R 5/8" drywall - hung, taped, floated, ready for paint	391.50 SF	0.31	1.52	716.45
459. Apply anti-microbial agent	1,727.74 SF	0.00	0.20	345.55
460. Glue down carpet - Commercial grade	543.22 SF	0.00	4.82	2,618.32
15 % waste added for Glue down carpet - Comm	nercial grade.			
493. Cove base molding - rubber or vinyl, 4" high	87.00 LF	0.00	1.67	145.29
461. Seal/prime the walls - one coat	783.00 SF	0.00	0.40	313.20
462. Paint the walls - two coats	783.00 SF	0.00	0.72	563.76
Totals: CONFERENCE				25,505.74



HALL A

Ceiling Height: 9'

9,646.50 SF Walls 14,953.17 SF Walls & Ceiling 589.63 SY Flooring 1,071.83 LF Ceil. Perimeter 5,306.67 SF Ceiling 5,306.67 SF Floor 1,071.83 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
437. R&R Suspended ceiling tile - 2' x 4'	5,306.67 SF	0.15	1.09	6,580.27
438. R&R Suspended ceiling grid - 2' x 4'	5,306.67 SF	0.14	1.04	6,261.87
439. R&R Commercial electrical (SF of bldg) - Extra heavy load	5,306.67 SF	1.71	39.91	220,863.61
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
440. Scrape part of the walls & prep for paint This is for plaster above all wall tile	4,823.25 SF	0.00	0.48	2,315.16
441. Clean ceramic tile - This is to clean the lower wall tile	4,823.25 SF	0.00	0.37	1,784.60
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CONTINUED - HALL A

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
442. Apply anti-microbial agent	20,259.83 SF	0.00	0.20	4,051.97
443. R&R Tile - vinyl composition - Premium grade	5,306.67 SF	0.87	2.41	17,405.87
444. Seal/prime part of the walls - one coat	4,823.25 SF	0.00	0.40	1,929.30
445. Paint part of the walls - two coats	4,823.25 SF	0.00	0.72	3,472.74
Totals: HALL A				264,665.39

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COPY ROOM

454.50 SF Walls 612.00 SF Walls & Ceiling 17.50 SY Flooring 50.50 LF Ceil. Perimeter

Ceiling Height: 9'

157.50 SF Ceiling 157.50 SF Floor

50.50 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
446. R&R Suspended ceiling tile - 2' x 4'	157.50 SF	0.15	1.09	195.31
447. R&R Suspended ceiling grid - 2' x 4'	157.50 SF	0.14	1.04	185.85
448. R&R Commercial electrical (SF of bldg) - Extra heavy load	157.50 SF	1.71	39.91	6,555.16
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
449. R&R 5/8" drywall - hung, taped, floated, ready for paint	227.25 SF	0.31	1.52	415.87
451. Apply anti-microbial agent	769.50 SF	0.00	0.20	153.90
452. Tile - vinyl composition - Premium grade	157.50 SF	0.00	2.41	379.58
496. Cove base molding - rubber or vinyl,4" high	50.50 LF	0.00	1.67	84.34
453. Seal/prime the walls - one coat	454.50 SF	0.00	0.40	181.80
454. Paint the walls - two coats	454.50 SF	0.00	0.72	327.24
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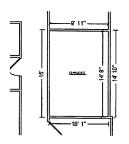
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OFFICE1

CONTINUED - COPY ROOM

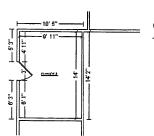
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: COPY ROOM				8,479.05



442.50 SF Walls 587.94 SF Walls & Ceiling 16.16 SY Flooring 49.17 LF Ceil. Perimeter Ceiling Height: 9'
145.44 SF Ceiling
145.44 SF Floor
49.17 LF Floor Perimeter

DESCRIPTION **QNTY** REMOVE REPLACE **TOTAL** 859. R&R Suspended ceiling tile - 2' x 4' 145.44 SF 0.15 1.09 180.35 860. R&R Suspended ceiling grid - 2' x 4' 145.44 SF 0.14 1.04 171.62 861. R&R Commercial electrical (SF of 145.44 SF 1.71 39.91 6,053.21 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 862. R&R 5/8" drywall - hung, taped, 221.25 SF 0.31 1.52 404.89 floated, ready for paint 863. Apply anti-microbial agent 733.39 SF 0.00 0.20 146.68 864. Glue down carpet - Commercial grade 167.26 SF 0.00 4.82 806.19 15 % waste added for Glue down carpet - Commercial grade. 865. Cove base molding - rubber or vinyl, 49.17 LF 0.00 1.67 82.11 4" high 866. Seal/prime the walls - one coat 442.50 SF 0.00 0.40 177.00 867. Paint the walls - two coats 442.50 SF 0.00 0.72 318.60 Totals: OFFICE1 8,340.65

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OFFICE2

Ceiling Height: 9'

430.50 SF Walls 569.33 SF Walls & Ceiling 15.43 SY Flooring 47.83 LF Ceil. Perimeter 138.83 SF Ceiling138.83 SF Floor47.83 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
868. R&R Suspended ceiling tile - 2' x 4'	138.83 SF	0.15	1.09	172.14
869. R&R Suspended ceiling grid - 2' x 4'	138.83 SF	0.14	1.04	163.82
870. R&R Commercial electrical (SF of bldg) - Extra heavy load	138.83 SF	1.71	43.90	6,332.04
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
871. R&R 5/8" drywall - hung, taped, floated, ready for paint	215.25 SF	0.31	1.52	393.91
872. Apply anti-microbial agent	708.17 SF	0.00	0.20	141.63
873. Glue down carpet - Commercial grade	159.66 SF	0.00	4.82	769.56
15 % waste added for Glue down carpet - Commo	ercial grade.			
874. Cove base molding - rubber or vinyl, 4" high	47.83 LF	0.00	1.67	79.88
875. Seal/prime the walls - one coat	430.50 SF	0.00	0.40	172.20
876. Paint the walls - two coats	430.50 SF	0.00	0.72	309.96
Totals: OFFICE2				8,535.14

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OFFICE3

Ceiling Height: 9'

1,453.50 SF Walls 2,241.11 SF Walls & Ceiling 87.51 SY Flooring 161.50 LF Ceil. Perimeter

787.61 SF Floor 161.50 LF Floor Perimeter

787.61 SF Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
877. R&R Suspended ceiling tile - 2' x 4'	787.61 SF	0.15	1.09	976.63
878. R&R Suspended ceiling grid - 2' x 4'	787.61 SF	0.14	1.04	929.38
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CONTINUED - OFFICE3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
879. R&R Commercial electrical (SF of bldg) - Extra heavy load	787.61 SF	1.71	39.91	32,780.33
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
1,131. R&R Cabinetry - lower (base) units - High grade	13.00 LF	5.72	178.73	2,397.85
1,132. R&R Countertop - Flat laid plastic laminate - High grade	13.00 LF	3.28	47.31	657.67
880. R&R 5/8" drywall - hung, taped, floated, ready for paint	726.75 SF	0.31	1.52	1,329.95
881. Apply anti-microbial agent	3,028.72 SF	0.00	0.20	605.74
882. Glue down carpet - Commercial grade	905.75 SF	0.00	4.82	4,365.72
15 % waste added for Glue down carpet - Comm	nercial grade.			
883. Cove base molding - rubber or vinyl, 4" high	161.50 LF	0.00	1.67	269.71
884. Seal/prime the walls - one coat	1,453.50 SF	0.00	0.40	581.40
885. Paint the walls - two coats	1,453.50 SF	0.00	0.72	1,046.52
Totals: OFFICE3				45,940.90

	MAIN	OFFICE		Ceil	ing Height: 9
		970.50 SF Walls		707.61 SF Ceiling	
MAIN CIPICS		1,678.11 SF Walls & Ceil	ing	707.61 SF Floor	
	99023	78.62 SY Flooring		107.83 LF Floor Per	imeter
		107.83 LF Ceil. Perime	ter		
 DESCRIPTION		QNTY	REMOVE	REPLACE	TOTAL
004 D 0-D Care	pended ceiling tile - 2'	x 4' 707.61 SF	0.15	1.09	877.43
ooo. Kak susp		x 4' 707.61 SF	0.14	1.04	834.98

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CONTINUED - MAIN OFFICE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
888. R&R Commercial electrical (SF of bldg) - Extra heavy load	707.61 SF	1.71	39.91	29,450.73
The above line item includes all Wire, Switches,	, Plugs, Light Fixtures			
1,130. R&R Reception desk - commercial	9.00 LF	6.34	281.88	2,593.98
889. R&R 5/8" drywall - hung, taped, floated, ready for paint	485.25 SF	0.31	1.52	888.01
890. Apply anti-microbial agent	2,385.72 SF	0.00	0.20	477.14
891. Glue down carpet - Commercial grade	813.75 SF	0.00	4.82	3,922.28
15 % waste added for Glue down carpet - Comm	nercial grade.			
892. Cove base molding - rubber or vinyl, 4" high	107.83 LF	0.00	1.67	180.08
893. Seal/prime the walls - one coat	970.50 SF	0.00	0.40	388.20
894. Paint the walls - two coats	970.50 SF	0.00	0.72	698.76
Totals: MAIN OFFICE				40,311.59

PRIN. OFF	ICE		Cei	ling Height: 9'
TOWN ACCOUNTS TO STATE OF THE PARTY OF THE P	1,188.00 SF Walls 2,002.47 SF Walls & Ce	eiling	814.47 SF Ceiling 814.47 SF Floor	
Schema Street	90.50 SY Flooring 132.00 LF Ceil. Perim	eter	132.00 LF Floor Per	rimeter
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
			1.00	1 000 04
497. R&R Suspended ceiling tile - 2' x 4'	814.47 SF	0.15	1.09	1,009.94
497. R&R Suspended ceiling tile - 2' x 4' 498. R&R Suspended ceiling grid - 2' x 4'	814.47 SF 814.47 SF	0.15 0.14	1.09 1.04	961.08
				,

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CONTINUED - PRIN. OFFICE

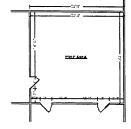
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
500. R&R 5/8" drywall - hung, taped, floated, ready for paint	594.00 SF	0.31	1.52	1,087.02
506. R&R Paneling - High grade	216.00 SF	0.23	2.19	522.72
501. Apply anti-microbial agent	2,816.93 SF	0.00	0.20	563.39
502. Glue down carpet - Commercial grade	936.64 SF	0.00	4.82	4,514.60
15 % waste added for Glue down carpet - Comm	nercial grade.			
503. Cove base molding - rubber or vinyl, 4" high	132.00 LF	0.00	1.67	220.44
504. Seal/prime the walls - one coat	1,188.00 SF	0.00	0.40	475.20
505. Paint the walls - two coats	1,188.00 SF	0.00	0.72	855.36
Totals: PRIN. OFFICE		-		44,107.99

<u>O-1</u>			Ceil	ling Height: 9'
	1,180.50 SF Walls		985.83 SF Ceiling	
	2,166.33 SF Walls & Ceilin	ng	985.83 SF Floor	
	109.54 SY Flooring		131.17 LF Floor Per	imeter
	131.17 LF Ceil. Perimete	er		
22 #				
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
686. R&R Suspended ceiling tile - 2' x 4'	985.83 SF	0.15	1.09	1,222.42
687. R&R Suspended ceiling grid - 2' x 4'	985.83 SF	0.14	1.04	1,163.28
688. R&R Acoustic ceiling tile - Cork Board	985.83 SF	0.46	2.36	2,780.04
689. R&R Sheathing - plywood - Above Cork Board	985.83 SF	0.43	1.94	2,336.42
690. R&R Commercial electrical (SF of bldg) - Extra heavy load	985.83 SF	1.71	39.91	41,030.25
The above line item includes all Wire, Switch	nes, Plugs, Light Fixtures			
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CONTINUED - O-1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
691. Scrape the walls & prep for paint	1,180.50 SF	0.00	0.48	566.64
692. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
693. Apply anti-microbial agent	2,166.33 SF	0.00	0.20	433.27
694. Glue down carpet - Commercial grade	1,133.71 SF	0.00	4.82	5,464.48
15 % waste added for Glue down carpet - Comn	nercial grade.			
695. Cove base molding - rubber or vinyl, 4" high	131.17 LF	0.00	1.67	219.05
696. Seal/prime the walls - one coat	1,180.50 SF	0.00	0.40	472.20
697. Paint the walls - two coats	1,180.50 SF	0.00	0.72	849.96
Totals: O-1				57,245.61



PREP AREA

Ceiling Height: 9'
536.67 SF Ceiling

834.00 SF Walls 1,370.67 SF Walls & Ceiling 59.63 SY Flooring 92.67 LF Ceil. Perimeter

536.67 SF Floor
92.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
928. R&R Suspended ceiling tile - 2' x 4'	536.67 SF	0.15	1.09	665.47
929. R&R Suspended ceiling grid - 2' x 4'	536.67 SF	0.14	1.04	633.27
930. R&R Commercial electrical (SF of bldg) - Extra heavy load	536.67 SF	1.71	39.91	22,336.21
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
931. Apply anti-microbial agent	1,907.33 SF	0.00	0.20	381.47
936. Tile - vinyl composition - Premium grade	536.67 SF	0.00	2.41	1,293.37

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CONTINUED - PREP AREA

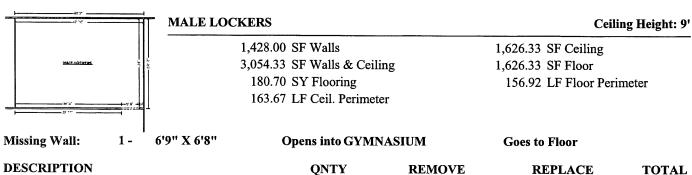
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
933. Cove base molding - rubber or vinyl, 4" high	92.67 LF	0.00	1.67	154.76
934. Seal/prime the walls - one coat	834.00 SF	0.00	0.40	333.60
935. Paint the walls - two coats	834.00 SF	0.00	0.72	600.48
Totals: PREP AREA				26,398.63

GYMNASIUM Ceiling Height: 18' 5,688.33 SF Walls 6,144.00 SF Ceiling 11,832.33 SF Walls & Ceiling 6,144.00 SF Floor 682.67 SY Flooring 309.25 LF Floor Perimeter 320.00 LF Ceil. Perimeter 6'9" X 6'8" Missing Wall: **Opens into MALE LOCKERS** 1 Goes to Floor 1 -4'0" X 6'8" **Opens into GIRL LOCKERS** Missing Wall: Goes to Floor DESCRIPTION **QNTY** REMOVE REPLACE **TOTAL** 507. R&R Suspended ceiling tile - 2' x 4' 6,144.00 SF 7,618.56 0.15 1.09 508. R&R Suspended ceiling grid - 2' x 4' 6,144.00 SF 0.14 1.04 7,249.92 509. R&R Commercial electrical (SF of 6,144.00 SF 1.71 39.91 255,713.28 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 515. Apply anti-microbial agent 17,976.33 SF 0.00 0.20 3,595.27 510. Sand, stain, and finish wood floor 6,144.00 SF 0.00 3.69 22,671.36 511. Add for dustless floor sanding 0.00 6,328.32 6,144.00 SF 1.03 512. Additional coats of finish (per coat) 6,144.00 SF 0.00 0.87 5,345.28 513. Sand wood - This is to sand the water 3,072.00 SF 0.00 3.51 10,782.72 damaged wood ceiling 514. Add for painted game lines/stripes for 1.00 EA 0.00 3.855.97 3.855.97 a hardwood court SMITH-MIDSCHOOL-2009 1/14/2009 Page: 48

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CONTINUED - GYMNASIUM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
516. Seal/prime the walls and ceiling - one coat	11,832.33 SF	0.00	0.40	4,732.93
517. Paint the walls and ceiling - two coats	11,832.33 SF	0.00	0.72	8,519.28
1,189. Remove Wide Flange Beam - 27"d. x 10"w. x 1/2"thick	75.00 LF	20.00	0.00	1,500.00
1,217. 5/8" gypsum panel - fiber reinforced - abuse resistant	1,456.00 SF	0.00	2.42	3,523.52
1,218. Hat channel, 16" OC	275.00 LF	0.00	0.89	244.75
1,219. Texture drywall - smooth / skim coat	1,456.00 SF	0.00	0.82	1,193.92
Totals: GYMNASIUM				342,875.08



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
895. R&R Suspended ceiling tile - 2' x 4'	1,626.33 SF	0.15	1.09	2,016.65
896. R&R Suspended ceiling grid - 2' x 4'	1,626.33 SF	0.14	1.04	1,919.07
897. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,626.33 SF	1.71	39.91	67,687.85
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
899. Apply anti-microbial agent	4,680.67 SF	0.00	0.20	936.13
902. Seal/prime the walls - one coat	1,428.00 SF	0.00	0.40	571.20
903. Paint the walls - two coats	1,428.00 SF	0.00	0.72	1,028.16

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CONTINUED - MALE LOCKERS

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: MALE LOCKERS				74,159.06



GIRL LOCKERS

1,446.33 SF Walls 3,072.67 SF Walls & Ceiling 180.70 SY Flooring 163.67 LF Ceil. Perimeter Ceiling Height: 9'

1,626.33 SF Ceiling 1,626.33 SF Floor

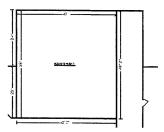
159.67 LF Floor Perimeter

Missing Wall: 1 - 4'0" X 6'8"	Opens into GYM	NASIUM	Goes to Floor	
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
904. R&R Suspended ceiling tile - 2' x 4'	1,626.33 SF	0.15	1.09	2,016.65
905. R&R Suspended ceiling grid - 2' x 4'	1,626.33 SF	0.14	1.04	1,919.07
906. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,626.33 SF	1.71	39.91	67,687.85
The above line item includes all Wire, Switches, P	lugs, Light Fixtures			
907. Apply anti-microbial agent	4,699.00 SF	0.00	0.20	939.80
910. Seal/prime the walls - one coat	1,446.33 SF	0.00	0.40	578.53
911. Paint the walls - two coats	1,446.33 SF	0.00	0.72	1,041.36

Totals: GIRL LOCKERS 74,183.26

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BANDHALL

Ceiling Height: 9'

1,584.00 SF Walls 3,516.00 SF Walls & Ceiling 214.67 SY Flooring 176.00 LF Ceil. Perimeter 1,932.00 SF Ceiling 1,932.00 SF Floor 176.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
746. R&R Suspended ceiling tile - 2' x 4'	1,932.00 SF	0.15	1.09	2,395.68
747. R&R Suspended ceiling grid - 2' x 4'	1,932.00 SF	0.14	1.04	2,279.76
748. R&R Acoustic ceiling tile - Cork Board	1,932.00 SF	0.46	2.36	5,448.24
749. R&R Sheathing - plywood - Above Cork Board	1,932.00 SF	0.43	1.94	4,578.84
750. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,932.00 SF	1.71	39.91	80,409.84
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
751. Scrape the walls & prep for paint	1,584.00 SF	0.00	0.48	760.32
752. Plaster patch / small repair - ready for paint	11.00 EA	0.00	141.52	1,556.72
753. Apply anti-microbial agent	3,516.00 SF	0.00	0.20	703.20
754. Glue down carpet - Commercial grade	2,221.80 SF	0.00	4.82	10,709.08
15 % waste added for Glue down carpet - Comm	ercial grade.			•
755. Cove base molding - rubber or vinyl, 4" high	176.00 LF	0.00	1.67	293.92
756. Seal/prime the walls - one coat	1,584.00 SF	0.00	0.40	633.60
757. Paint the walls - two coats	1,584.00 SF	0.00	0.72	1,140.48

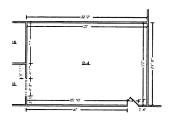
Totals: BANDHALL 110,909.68

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D-4

Ceiling Height: 9'

940.89 SF Walls 1,644.89 SF Walls & Ceiling 78.22 SY Flooring 108.00 LF Ceil. Perimeter

704.00 SF Floor 103.33 LF Floor Perimeter

704.00 SF Ceiling

Missing Wall: 1 -4'8" X 6'8" **Opens into STORAGE5** Goes to Floor DESCRIPTION **QNTY** REMOVE REPLACE **TOTAL** 698. R&R Suspended ceiling tile - 2' x 4' 704.00 SF 0.15 1.09 872.96 699. R&R Suspended ceiling grid - 2' x 4' 704.00 SF 0.14 1.04 830.72 700. R&R Acoustic ceiling tile - Cork 704.00 SF 0.46 2.36 1,985.28 Board 701. R&R Sheathing - plywood - Above 704.00 SF 0.43 1.94 1,668.48 Cork Board 702. R&R Commercial electrical (SF of 704.00 SF 1.71 39.91 29,300.48 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 703. Scrape the walls & prep for paint 940.89 SF 0.00 0.48 451.63 704. Plaster patch / small repair - ready for 5.00 EA 0.00 141.52 707.60 paint 705. Apply anti-microbial agent 1,644.89 SF 0.00 0.20 328.98 706. Glue down carpet - Commercial grade 809.60 SF 0.00 4.82 3,902.27 15 % waste added for Glue down carpet - Commercial grade. 707. Cove base molding - rubber or vinyl, 103.33 LF 0.00 1.67 172.56 4" high 708. Seal/prime the walls - one coat 940.89 SF 0.00 0.40 376.36 709. Paint the walls - two coats 940.89 SF 0.00 0.72 677.44

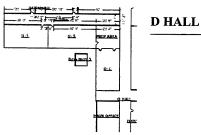
Totals: D-4 41,274.76

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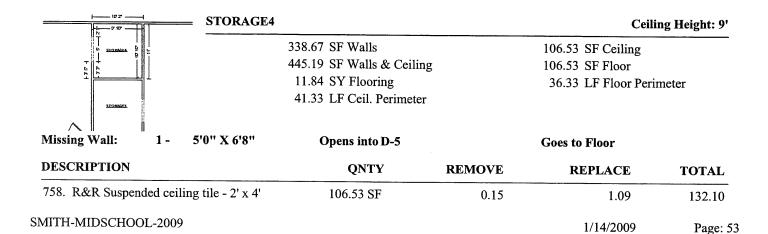
2,274.00 SF Walls

3,542.67 SF Walls & Ceiling 140.96 SY Flooring 252.67 LF Ceil. Perimeter Ceiling Height: 9'

1,268.67 SF Ceiling 1,268.67 SF Floor 252.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
354. R&R Suspended ceiling tile - 2' x 4'	1,268.67 SF	0.15	1.09	1,573.15
355. R&R Suspended ceiling grid - 2' x 4'	1,268.67 SF	0.14	1.04	1,497.03
356. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,268.67 SF	1.71	39.91	52,802.05
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
357. Scrape part of the walls & prep for paint This is for plaster above all wall tile	1,137.00 SF	0.00	0.48	545.76
358. Clean ceramic tile - This is to clean the lower wall tile	1,137.00 SF	0.00	0.37	420.69
359. Apply anti-microbial agent	4,811.33 SF	0.00	0.20	962.27
360. R&R Tile - vinyl composition - Premium grade	1,268.67 SF	0.87	2.41	4,161.23
361. Seal/prime part of the walls - one coat	1,137.00 SF	0.00	0.40	454.80
362. Paint part of the walls - two coats	1,137.00 SF	0.00	0.72	818.64

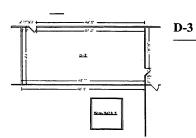
Totals: D HALL 63,235.62



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CONTINUED - STORAGE4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
759. R&R Suspended ceiling grid - 2' x 4'	106.53 SF	0.14	1.04	125.70
760. R&R Acoustic ceiling tile - Cork Board	106.53 SF	0.46	2.36	300.41
761. R&R Sheathing - plywood - Above Cork Board	106.53 SF	0.43	1.94	252.48
762. R&R Commercial electrical (SF of bldg) - Extra heavy load	106.53 SF	1.71	39.91	4,433.78
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
763. Scrape the walls & prep for paint	338.67 SF	0.00	0.48	162.56
765. Apply anti-microbial agent	445.19 SF	0.00	0.20	89.04
766. Tile - vinyl composition - Premium grade	106.53 SF	0.00	2.41	256.74
767. Cove base molding - rubber or vinyl, 4" high	36.33 LF	0.00	1.67	60.67
768. Seal/prime the walls - one coat	338.67 SF	0.00	0.40	135.47
769. Paint the walls - two coats	338.67 SF	0.00	0.72	243.84
Totals: STORAGE4				6,192.79



1,279.50 SF Walls 2,385.42 SF Walls & Ceiling

122.88 SY Flooring142.17 LF Ceil. Perimeter

Ceiling Height: 9'

1,105.92 SF Ceiling 1,105.92 SF Floor

142.17 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
710. R&R Suspended ceiling tile - 2' x 4'	1,105.92 SF	0.15	1.09	1,371.34
711. R&R Suspended ceiling grid - 2' x 4'	1,105.92 SF	0.14	1.04	1,304.99

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CONTINUED - D-3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
712. R&R Acoustic ceiling tile - Cork Board	1,105.92 SF	0.46	2.36	3,118.69
713. R&R Sheathing - plywood - Above Cork Board	1,105.92 SF	0.43	1.94	2,621.03
714. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,105.92 SF	1.71	39.91	46,028.39
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
715. Scrape the walls & prep for paint	1,279.50 SF	0.00	0.48	614.16
716. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
717. Apply anti-microbial agent	2,385.42 SF	0.00	0.20	477.08
718. Glue down carpet - Commercial grade	1,271.80 SF	0.00	4.82	6,130.08
15 % waste added for Glue down carpet - Comm	nercial grade.			
719. Cove base molding - rubber or vinyl, 4" high	142.17 LF	0.00	1.67	237.42
720. Seal/prime the walls - one coat	1,279.50 SF	0.00	0.40	511.80
721. Paint the walls - two coats	1,279.50 SF	0.00	0.72	921.24
Totals: D-3				64,043.82

** *** D-1	• •	Ceiling Height: 9'
47 Z-1	1,192.50 SF Walls 2,187.25 SF Walls & Ceiling 110.53 SY Flooring 132.50 LF Ceil. Perimeter	994.75 SF Ceiling 994.75 SF Floor 132.50 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
722. R&R Suspended ceiling tile - 2' x 4'	994.75 SF	0.15	1.09	1,233.49
723. R&R Suspended ceiling grid - 2' x 4'	994.75 SF	0.14	1.04	1,173.81
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CONTINUED - D-1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
724. R&R Acoustic ceiling tile - Cork Board	994.75 SF	0.46	2.36	2,805.20
725. R&R Sheathing - plywood - Above Cork Board	994.75 SF	0.43	1.94	2,357.56
726. R&R Commercial electrical (SF of bldg) - Extra heavy load	994.75 SF	1.71	39.91	41,401.49
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
727. Scrape the walls & prep for paint	1,192.50 SF	0.00	0.48	572.40
728. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
729. Apply anti-microbial agent	2,187.25 SF	0.00	0.20	437.45
730. Glue down carpet - Commercial grade	1,143.96 SF	0.00	4.82	5,513.89
15 % waste added for Glue down carpet - Comm	nercial grade.	-		
731. Cove base molding - rubber or vinyl, 4" high	132.50 LF	0.00	1.67	221.28
732. Seal/prime the walls - one coat	1,192.50 SF	0.00	0.40	477.00
733. Paint the walls - two coats	1,192.50 SF	0.00	0.72	858.60
Totals: D-1				57,759.77

OFFICE4			Ceil	ing Height: 9'
2# 2##24	1,153.50 SF Walls		935.63 SF Ceiling	
	2,089.13 SF Walls & Ceil	ing	935.63 SF Floor	
<u></u>	103.96 SY Flooring		128.17 LF Floor Per	imeter
71	128.17 LF Ceil. Perimet	er		
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
937. R&R Suspended ceiling tile - 2' x 4'	935.63 SF	0.15	1.09	1,160.18
938. R&R Suspended ceiling grid - 2' x 4'	935.63 SF	0.14	1.04	1,104.05

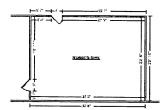
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CONTINUED - OFFICE4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
939. R&R Commercial electrical (SF of bldg) - Extra heavy load	935.63 SF	1.71	39.91	38,940.92
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
940. R&R 5/8" drywall - hung, taped, floated, ready for paint	576.75 SF	0.31	1.52	1,055.45
941. Apply anti-microbial agent	3,024.75 SF	0.00	0.20	604.95
942. Glue down carpet - Commercial grade	1,075.97 SF	0.00	4.82	5,186.18
15 % waste added for Glue down carpet - Comm	nercial grade.			,
943. Cove base molding - rubber or vinyl, 4" high	128.17 LF	0.00	1.67	214.04
944. Seal/prime the walls - one coat	1,153.50 SF	0.00	0.40	461.40
945. Paint the walls - two coats	1,153.50 SF	0.00	0.72	830.52
Totals: OFFICE4				49,557.69



NURSE'S OFFI

948.00 SF Walls 1,626.75 SF Walls & Ceiling 75.42 SY Flooring 105.33 LF Ceil. Perimeter Ceiling Height: 9'

678.75 SF Ceiling 678.75 SF Floor 105.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
967. R&R Suspended ceiling tile - 2' x 4'	678.75 SF	0.15	1.09	841.65
968. R&R Suspended ceiling grid - 2' x 4'	678.75 SF	0.14	1.04	800.93
969. R&R Commercial electrical (SF of bldg) - Extra heavy load	678.75 SF	1.71	39.91	28,249.57
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
976. R&R Cabinetry - lower (base) units - High grade	15.00 LF	5.72	178.73	2,766.75
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CONTINUED - NURSE'S OFFI

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
970. R&R 5/8" drywall - hung, taped, floated, ready for paint	474.00 SF	0.31	1.52	867.42
971. Apply anti-microbial agent	2,305.50 SF	0.00	0.20	461.10
972. Glue down carpet - Commercial grade	780.56 SF	0.00	4.82	3,762.30
15 % waste added for Glue down carpet - Comm	nercial grade.			
973. Cove base molding - rubber or vinyl, 4" high	105.33 LF	0.00	1.67	175.90
974. Seal/prime the walls - one coat	948.00 SF	0.00	0.40	379.20
975. Paint the walls - two coats	948.00 SF	0.00	0.72	682.56
Totals: NURSE'S OFFI				38,987.38



C HALL

Ceiling Height: 9'

3,359.61 SF Walls 5,332.44 SF Walls & Ceiling 219.20 SY Flooring 378.17 LF Ceil. Perimeter 1,972.83 SF Ceiling 1,972.83 SF Floor 371.58 LF Floor Perimeter

Missing Wall: 1 - 6'7" X 6'8"	Opens into Righte	entry	y Goes to Floor		
DESCRIPTION	QNTY REMO		REPLACE	TOTAL	
363. R&R Suspended ceiling tile - 2' x 4'	1,972.83 SF	0.15	1.09	2,446.30	
364. R&R Suspended ceiling grid - 2' x 4'	1,972.83 SF	0.14	1.04	2,327.94	
365. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,972.83 SF	1.71	39.91	82,109.19	
The above line item includes all Wire, Switches	, Plugs, Light Fixtures				
366. Scrape part of the walls & prep for paint This is for plaster above all wall tile	1,679.81 SF	0.00	0.48	806.31	
367. Clean ceramic tile - This is to clean the lower wall tile	1,679.81 SF	0.00	0.37	621.53	
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CONTINUED - C HALL

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
368. Apply anti-microbial agent	7,305.28 SF	0.00	0.20	1,461.06
369. R&R Tile - vinyl composition - Premium grade	1,972.83 SF	0.87	2.41	6,470.88
370. Seal/prime part of the walls - one coat	1,679.81 SF	0.00	0.40	671.92
371. Paint part of the walls - two coats	1,679.81 SF	0.00	0.72	1,209.46
Totals: C HALL				98,124.59

BOYS Restroom

Ceiling Height: 9' 279.38 SF Ceiling 279.38 SF Floor

907.88 SF Walls & Ceiling 31.04 SY Flooring

69.83 LF Ceil. Perimeter

628.50 SF Walls

69.83 LF Floor Perimeter

DESCRIPTION **QNTY REMOVE REPLACE TOTAL** 422. R&R Suspended ceiling tile - 2' x 4' 279.38 SF 0.15 346.43 -1.09 423. R&R Commercial electrical (SF of 279.38 SF 1.71 39.91 11,627.80 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 424. Apply anti-microbial agent 907.88 SF 0.00 0.20 181.58 425. Clean ceramic tile 279.38 SF 0.00 0.37

Totals: BOYS Restroom 12,491.73

0.00

628.50 SF

SMITH-MIDSCHOOL-2009

426. Clean Wall tile

1/14/2009

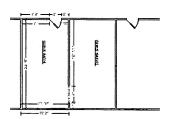
0.37

Page: 59

103.37

232.55

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GIRLS BATH

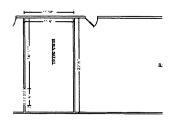
Ceiling Height: 9'

591.33 SF Walls857.58 SF Walls & Ceiling29.58 SY Flooring68.67 LF Ceil. Perimeter

266.25 SF Floor 64.67 LF Floor Perimeter

266.25 SF Ceiling

Missing Wall: 1 -4'0" X 6'8" **Opens into GIRLS BATH1** Goes to Floor DESCRIPTION **QNTY** REMOVE REPLACE **TOTAL** 427. R&R Suspended ceiling tile - 2' x 4' 266.25 SF 0.15 1.09 330.15 428. R&R Commercial electrical (SF of 266.25 SF 1.71 39.91 11,081.33 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 429. Apply anti-microbial agent 857.58 SF 0.00 0.20 171.52 430. Clean ceramic tile 266.25 SF 0.00 0.37 98.51 431. Clean Wall tile 591.33 SF 0.00 0.37 218.79



Totals: GIRLS BATH

GIRLS BATH1

Ceiling Height: 9'

11,900.30

585.33 SF Walls 844.08 SF Walls & Ceiling 28.75 SY Flooring 68.00 LF Ceil. Perimeter 258.75 SF Ceiling258.75 SF Floor64.00 LF Floor Perimeter

Missing Wall: 1 - 4'0" X 6'8"	Opens into GIRL	S BATH	Goes to Floor	
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
432. R&R Suspended ceiling tile - 2' x 4'	258.75 SF	0.15	1.09	320.85
433. R&R Commercial electrical (SF of bldg) - Extra heavy load	258.75 SF	1.71	39.91	10,769.17
The above line item includes all Wire, Switche	s, Plugs, Light Fixtures			
434. Apply anti-microbial agent	844.08 SF	0.00	0.20	168.82
435. Clean ceramic tile	258.75 SF	0.00	0.37	95.74
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CONTINUED - GIRLS BATH1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
436. Clean Wall tile	585.33 SF	0.00	0.37	216.57
Totals: GIRLS BATH1				11.571.15



1,149.00 SF Walls 2,079.00 SF Walls & Ceiling 103.33 SY Flooring 127.67 LF Ceil. Perimeter 930.00 SF Ceiling 930.00 SF Floor 127.67 LF Floor Perimeter

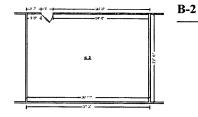
Ceiling Height: 9'

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
179. R&R Suspended ceiling tile - 2' x 4'	930.00 SF	0.15	1.09	1,153.20
180. R&R Suspended ceiling grid - 2' x 4'	930.00 SF	0.14	1.04	1,097.40
181. R&R Acoustic ceiling tile - Cork Board	930.00 SF	0.46	2.36	2,622.60
182. R&R Sheathing - plywood - Above Cork Board	930.00 SF	0.43	1.94	2,204.10
183. R&R Commercial electrical (SF of bldg) - Extra heavy load	930.00 SF	1.71	39.91	38,706.60
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
184. Scrape the walls & prep for paint	1,149.00 SF	0.00	0.48	551.52
185. Apply anti-microbial agent	2,079.00 SF	0.00	0.20	415.80
186. Glue down carpet - Commercial grade	1,069.50 SF	0.00	4.82	5,154.99
15 % waste added for Glue down carpet - Comm	nercial grade.			
187. Cove base molding - rubber or vinyl, 4" high	127.67 LF	0.00	1.67	213.21
188. Seal/prime the walls - one coat	1,149.00 SF	0.00	0.40	459.60
189. Paint the walls - two coats	1,149.00 SF	0.00	0.72	827.28

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CONTINUED - B-1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: B-1				53,406.30



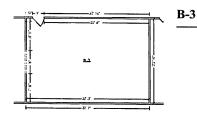
961.50 SF Walls 1,657.13 SF Walls & Ceiling 77.29 SY Flooring 106.83 LF Ceil. Perimeter Ceiling Height: 9'
695.63 SF Ceiling
695.63 SF Floor
106.83 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
190. R&R Suspended ceiling tile - 2' x 4'	695.63 SF	0.15	1.09	862.58
191. R&R Suspended ceiling grid - 2' x 4'	695.63 SF	0.14	1.04	820.85
192. R&R Acoustic ceiling tile - Cork Board	695.63 SF	0.46	2.36	1,961.68
193. R&R Sheathing - plywood - Above Cork Board	695.63 SF	0.43	1.94	1,648.64
194. R&R Commercial electrical (SF of bldg) - Extra heavy load	695.63 SF	1.71	39.91	28,952.12
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
195. Scrape the walls & prep for paint	961.50 SF	0.00	0.48	461.52
238. Plaster patch / small repair - ready for paint	4.00 EA	0.00	141.52	566.08
196. Apply anti-microbial agent	1,657.13 SF	0.00	0.20	331.43
197. Glue down carpet - Commercial grade	799.97 SF	0.00	4.82	3,855.86
15 % waste added for Glue down carpet - Comm	nercial grade.			
198. Cove base molding - rubber or vinyl, 4" high	106.83 LF	0.00	1.67	178.41
199. Seal/prime the walls - one coat	961.50 SF	0.00	0.40	384.60
200. Paint the walls - two coats	961.50 SF	0.00	0.72	692.28

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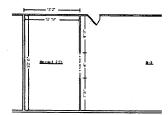
CONTINUED - B-2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: B-2				40,716.05



945.50 SF Walls 1,671.13 SF Walls & Ceiling 80.63 SY Flooring 109.50 LF Ceil. Perimeter 725.63 SF Ceiling 725.63 SF Floor 103.50 LF Floor Perimeter

Ceiling Height: 9'



596.00 SF Walls 884.75 SF Walls & Ceiling 32.08 SY Flooring 70.67 LF Ceil. Perimeter

Subroom 1: Room2

Ceiling Height: 9'

288.75 SF Ceiling

288.75 SF Floor

64.67 LF Floor Perimeter

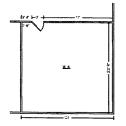
Missing Wall: 1 - 6'0" X 6'8"	Opens into B-3		Goes to Floor	
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
201. R&R Suspended ceiling tile - 2' x 4'	1,014.38 SF	0.15	1.09	1,257.83
202. R&R Suspended ceiling grid - 2' x 4'	1,014.38 SF	0.14	1.04	1,196.97
203. R&R Acoustic ceiling tile - Cork Board	1,014.38 SF	0.46	2.36	2,860.55
204. R&R Sheathing - plywood - Above Cork Board	1,014.38 SF	0.43	1.94	2,404.08
205. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,014.38 SF	1.71	39.91	42,218.50
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
206. Scrape the walls & prep for paint	1,541.50 SF	0.00	0.48	739.92
237. Plaster patch / small repair - ready for paint	3.00 EA	0.00	141.52	424.56
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B-4

CONTINUED - B-3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
207. Apply anti-microbial agent	2,555.88 SF	0.00	0.20	511.18
208. Glue down carpet - Commercial grade	1,166.53 SF	0.00	4.82	5,622.67
15 % waste added for Glue down carpet - Comn	nercial grade.			,,
209. Cove base molding - rubber or vinyl,4" high	168.17 LF	0.00	1.67	280.84
210. Seal/prime the walls - one coat	1,541.50 SF	0.00	0.40	616.60
211. Paint the walls - two coats	1,541.50 SF	0.00	0.72	1,109.88
Totals: B-3				59,243.58



810.00 SF Walls 1,316.25 SF Walls & Ceiling

56.25 SF Walls & Ceiling 56.25 SY Flooring 90.00 LF Ceil. Perimeter Ceiling Height: 9'

506.25 SF Ceiling 506.25 SF Floor 90.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
212. R&R Suspended ceiling tile - 2' x 4'	506.25 SF	0.15	1.09	627.75
213. R&R Suspended ceiling grid - 2' x 4'	506.25 SF	0.14	1.04	597.38
214. R&R Acoustic ceiling tile - Cork Board	506.25 SF	0.46	2.36	1,427.63
215. R&R Sheathing - plywood - Above Cork Board	506.25 SF	0.43	1.94	1,199.82
216. R&R Commercial electrical (SF of bldg) - Extra heavy load	506.25 SF	1.71	39.91	21,070.13
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
217. Scrape the walls & prep for paint	810.00 SF	0.00	0.48	388.80
236. Plaster patch / small repair - ready for paint	3.00 EA	0.00	141.52	424.56
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CONTINUED - B-4

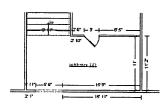
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
218. Apply anti-microbial agent	1,316.25 SF	0.00	0.20	263.25
219. Glue down carpet - Commercial grade	582.19 SF	0.00	4.82	2,806.16
15 % waste added for Glue down carpet - Comm	nercial grade.			·
220. Cove base molding - rubber or vinyl,4" high	90.00 LF	0.00	1.67	150.30
221. Seal/prime the walls - one coat	810.00 SF	0.00	0.40	324.00
222. Paint the walls - two coats	810.00 SF	0.00	0.72	583.20
Totals: B-4				29,862.98

Entrance Ceiling Height: 18' 2,793.00 SF Walls 592.25 SF Ceiling 3,385.25 SF Walls & Ceiling 592.25 SF Floor 65.81 SY Flooring 155.17 LF Floor Perimeter 155.17 LF Ceil. Perimeter Subroom 2: Rightentry Ceiling Height: 9' 492.36 SF Walls 256.32 SF Ceiling 748.68 SF Walls & Ceiling 256.32 SF Floor 28.48 SY Flooring 53.00 LF Floor Perimeter 59.58 LF Ceil. Perimeter Missing Wall: 8'11" X 9'0" 1 -**Opens into Stair** Goes to Floor/Ceiling 6'7" X 6'8" Missing Wall: 1 -Opens into C HALL Goes to Floor

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Subroom	1:	LeftEntry
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Ceiling Height: 9'

499.58 SF Walls	256.32 SF Ceiling
755.90 SF Walls & Ceiling	256.32 SF Floor
28.48 SY Flooring	54.08 LF Floor Perimeter
59 58 LF Ceil Perimeter	



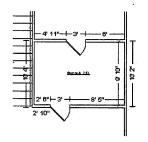
5'6" X 6'8" 8'11" X 9'0"

Opens into B HALL
Opens into Stair2

Goes to Floor

Goes to Floor/Ceiling

136.85 SF Ceiling



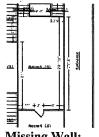
Subroom 3: Room4

427.50 SF Walls 564.35 SF Walls & Ceiling 15.21 SY Flooring

47.50 LF Ceil. Perimeter

Ceiling Height: 9'

136.85 SF Floor 47.50 LF Floor Perimeter



Subroom 4: Room5

Ceiling Height: 9'

741.00 SF Walls 1,142.82 SF Walls & Ceiling 44.65 SY Flooring 82.33 LF Ceil. Perimeter 401.82 SF Ceiling 401.82 SF Floor

82.33 LF Floor Perimeter

Missing Wall:

1 - 3'4" X 9'0"

Opens into Stair1

Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
850. R&R Suspended ceiling tile - 2' x 4'	1,643.56 SF	0.15	1.09	2,038.01
851. R&R Suspended ceiling grid - 2' x 4'	1,643.56 SF	0.14	1.04	1,939.40
852. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,643.56 SF	1.71	39.91	68,404.97
The above line item includes all Wire, Switches	s, Plugs, Light Fixtures			
853. Scrape part of the walls & prep for paint This is for plaster above all wall tile	2,476.72 SF	0.00	0.48	1,188.83
854. Clean ceramic tile - This is to clean the lower wall tile	2,476.72 SF	0.00	0.37	916.39
855. Apply anti-microbial agent	8,240.56 SF	0.00	0.20	1,648.11
856. R&R Tile - vinyl composition - Premium grade	1,643.56 SF	0.87	2.41	5,390.88
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CONTINUED - Entrance

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
857. Seal/prime part of the walls - one coat	2,476.72 SF	0.00	0.40	990.69
858. Paint part of the walls - two coats	2,476.72 SF	0.00	0.72	1,783.24
Totals: Entrance				84.300.52

AUDITORIUM Ceiling Height: 22' 7,438.33 SF Walls 7,457.75 SF Ceiling 14,896.08 SF Walls & Ceiling 7,457.75 SF Floor 828.64 SY Flooring 301.17 LF Floor Perimeter 354.17 LF Ceil. Perimeter Subroom 1: Stage Ceiling Height: 22' 3,936.00 SF Walls 1,536.03 SF Ceiling 5,472.03 SF Walls & Ceiling 1,536.03 SF Floor 170.67 SY Flooring 150.33 LF Floor Perimeter 191.33 LF Ceil. Perimeter Missing Wall: 41'0" X 6'8" 1 -**Opens into AUDITORIUM** Goes to Floor Missing Wall: 1 -3'10" X 22'0" **Opens into Stair1** Goes to Floor/Ceiling Subroom 3: Dressing1 Ceiling Height: 9' 483.00 SF Walls 174.17 SF Ceiling 657.17 SF Walls & Ceiling 174.17 SF Floor 19.35 SY Flooring 53.67 LF Floor Perimeter 53.67 LF Ceil. Perimeter

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16' 2"	Subroom 2:	Dressing2	Ceiling Height: 22'
	1	1,173.33 SF Walls	171.53 SF Ceiling
1 2 1 2 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	1	1,344.86 SF Walls & Ceiling	171.53 SF Floor
		19.06 SY Flooring	53.33 LF Floor Perimeter
		53.33 LF Ceil. Perimeter	
15' 10"	Subroom 4:	Stair1	Ceiling Height: 22'
1 18 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		560.00 SF Walls	61.33 SF Ceiling
16' 4"		621.33 SF Walls & Ceiling	99.95 SF Floor
		11.11 SY Flooring	36.91 LF Floor Perimeter
		32.00 LF Ceil. Perimeter	
Missing Wall: 1 -	3'10" X 22'0"	Opens into Stage	Goes to Floor/Ceiling
R 11 - 1	Subroom 7:	Stair	Ceiling Height: 17'
N 1" 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Subroom 7:	Stair 450.50 SF Walls	
gr I'' izadas	Subroom 7:		Ceiling Height: 17' 135.24 SF Ceiling 225.07 SF Floor
	Subroom 7:	450.50 SF Walls	135.24 SF Ceiling
	Subroom 7:	450.50 SF Walls 585.74 SF Walls & Ceiling	135.24 SF Ceiling 225.07 SF Floor
Missing Wall: 1 -	Subroom 7:	450.50 SF Walls 585.74 SF Walls & Ceiling 25.01 SY Flooring	135.24 SF Ceiling 225.07 SF Floor
		450.50 SF Walls 585.74 SF Walls & Ceiling 25.01 SY Flooring 39.25 LF Ceil. Perimeter Opens into Rightentry	135.24 SF Ceiling 225.07 SF Floor 35.47 LF Floor Perimeter
Missing Wall: 1 -	8'11" X 17'0"	450.50 SF Walls 585.74 SF Walls & Ceiling 25.01 SY Flooring 39.25 LF Ceil. Perimeter Opens into Rightentry	135.24 SF Ceiling 225.07 SF Floor 35.47 LF Floor Perimeter Goes to Floor/Ceiling
Missing Wall: 1 -	8'11" X 17'0"	450.50 SF Walls 585.74 SF Walls & Ceiling 25.01 SY Flooring 39.25 LF Ceil. Perimeter Opens into Rightentry Stair2	135.24 SF Ceiling 225.07 SF Floor 35.47 LF Floor Perimeter Goes to Floor/Ceiling Ceiling Height: 17'
Missing Wall: 1 -	8'11" X 17'0"	450.50 SF Walls 585.74 SF Walls & Ceiling 25.01 SY Flooring 39.25 LF Ceil. Perimeter Opens into Rightentry Stair2 450.50 SF Walls	135.24 SF Ceiling 225.07 SF Floor 35.47 LF Floor Perimeter Goes to Floor/Ceiling Ceiling Height: 17' 135.24 SF Ceiling
Missing Wall: 1 -	8'11" X 17'0"	450.50 SF Walls 585.74 SF Walls & Ceiling 25.01 SY Flooring 39.25 LF Ceil. Perimeter Opens into Rightentry Stair2 450.50 SF Walls 585.74 SF Walls & Ceiling	135.24 SF Ceiling 225.07 SF Floor 35.47 LF Floor Perimeter Goes to Floor/Ceiling Ceiling Height: 17' 135.24 SF Ceiling 225.07 SF Floor

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Subroom 5:	Room3	·	Cei	iling Height: 8'
ia is	331.17 SF Walls		139.69 SF Ceiling	
50 11 50 50 10 10 10 10 10 10 10 10 10 10 10 10 10	470.86 SF Walls & Cei	ling	139.69 SF Floor	
1	15.52 SY Flooring		37.17 LF Floor Pe	rimeter
5.5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	49.17 LF Ceil. Perime	ter		
Missing Wall: 1 - 6'0" X 6'8"	Opens into AUDI	TORIUM	Goes to Floor	
Missing Wall: 1 - 6'0" X 6'8"	Opens into AUDI	TORIUM	Goes to Floor	
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
839. R&R Suspended ceiling tile - 2' x 4'	9,810.97 SF	0.15	1.09	12,165.61
840. R&R Suspended ceiling grid - 2' x 4'	9,810.97 SF	0.14	1.04	11,576.95
844. R&R Acoustic plaster over metal lath	14,822.83 SF	1.06	6.08	105,835.01
1,190. Hat channel, 16" OC	6,000.00 LF	0.00	0.89	5,340.00
1,191. 5/8" gypsum panel - fiber reinforced - abuse resistant	14,822.83 SF	0.00	2.42	35,871.25
1,200. Texture drywall - smooth / skim coat	14,822.83 SF	0.00	0.82	12,154.72
845. R&R Built-in theater seating - per seat	325.00 EA	3.57	358.66	117,724.75
846. Tile - vinyl composition - Premium grade	10,029.26 SF	0.00	2.41	24,170.52
847. R&R Stage curtains and cyclorama (per SF - curtain/stage opng)	716.00 SF	0.57	11.83	8,878.40
843. R&R Commercial electrical (SF of bldg) - Extra heavy load	10,029.26 SF	1.71	39.91	417,417.80
The above line item includes all Wire, Switch	es, Plugs, Light Fixtures			
835. R&R Oak flooring - clear grade - no finish	1,736.03 SF	2.40	10.08	21,665.65
Wood Flooring is for the water damaged stage	area.			
836. Sand, stain, and finish wood floor	1,736.03 SF	0.00	3.69	6,405.95
837. Additional coats of finish (per coat)	1,736.03 SF	0.00	0.87	1,510.35
838. Add for dustless floor sanding	1,736.03 SF	0.00	1.03	1,788.11
1,193. Stair nosing - cast metal	148.00 LF	0.00	9.91	1,466.68
1,194. R&R Concrete step - labor & material	21.00 CY	200.61	204.38	8,504.79
1,195. R&R Labor to frame 2" x 6" load bearing stagel - 12" oc	2,500.00 SF	0.28	2.14	6,050.00
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CONTINUED - AUDITORIUM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,196. R&R Underlayment - 3/4" BC plywood	2,500.00 SF	1.03	1.98	7,525.00
1,197. Remove Aluminum window, single hung 20-28 sf	52.00 EA	17.19	0.00	893.88
1,198. R&R Synthetic stucco on 2" polystyrene board - Water managed	14,822.83 SF	0.38	7.24	112,949.97
1,199. R&R Block - 10" x 8" x 16" - in place - reinforced	1,456.00 SF	2.87	8.56	16,642.08
1,201. Seal/prime the walls and ceiling - one coat	24,633.81 SF	0.00	0.40	9,853.52
1,202. Paint the walls and ceiling - two coats	24,633.81 SF	0.00	0.72	17,736.34

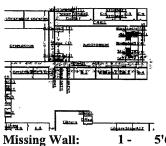
WOOD SHOP Ceiling Height: 14' 2,086.33 SF Walls 1,439.58 SF Ceiling 3,525.91 SF Walls & Ceiling 1,439.58 SF Floor 159.95 SY Flooring 147.00 LF Floor Perimeter 152.67 LF Ceil. Perimeter Subroom 1: ENTRY Ceiling Height: 9' 168.61 SF Walls 42.03 SF Ceiling 210.64 SF Walls & Ceiling 42.03 SF Floor ENTRY (1) 4.67 SY Flooring 18.00 LF Floor Perimeter 2'4" | 2' 10" | 2' 5" 20.83 LF Ceil. Perimeter Missing Wall: 5'8" X 9'0" **Opens into WOOD SHOP** Goes to Floor/Ceiling 2'10" X 6'8" Missing Wall: **Opens into SHOP OFFICE** Goes to Floor

Totals: AUDITORIUM

964,127.33

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
946. R&R Suspended ceiling tile - 2' x 4'	1,481.60 SF	0.15	1.09	1,837.18
947. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,481.60 SF	1.71	39.91	61,664.20
The above line item includes all Wire, Switche	s, Plugs, Light Fixtures			
948. Apply anti-microbial agent	3,736.55 SF	0.00	0.20	747.31
951. Paint the walls - two coats	2,254.94 SF	0.00	0.72	1,623.56
Totals: WOOD SHOP				65.872.25



B HALL

Ceiling Height: 9'

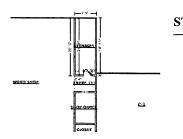
7,052.33 SF Walls 11,206.56 SF Walls & Ceiling 461.58 SY Flooring 787.67 LF Ceil. Perimeter 4,154.22 SF Ceiling 4,154.22 SF Floor 782.17 LF Floor Perimeter

1 - 5'6" X 6'8" Opens into LeftEntry Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
372. R&R Suspended ceiling tile - 2' x 4'	4,154.22 SF	0.15	1.09	5,151.23
373. R&R Suspended ceiling grid - 2' x 4'	4,154.22 SF	0.14	1.04	4,901.98
374. R&R Commercial electrical (SF of bldg) - Extra heavy load	4,154.22 SF	1.71	39.91	172,898.64
The above line item includes all Wire, Switches	s, Plugs, Light Fixtures			
375. Scrape part of the walls & prep for paint This is for plaster above all wall tile	3,526.17 SF	0.00	0.48	1,692.56
376. Clean ceramic tile - This is to clean the lower wall tile	3,526.17 SF	0.00	0.37	1,304.68
377. Apply anti-microbial agent	15,360.78 SF	0.00	0.20	3,072.16
378. R&R Tile - vinyl composition - Premium grade	4,154.22 SF	0.87	2.41	13,625.84
379. Seal/prime part of the walls - one coat	3,526.17 SF	0.00	0.40	1,410.47
380. Paint part of the walls - two coats	3,526.17 SF	0.00	0.72	2,538.84

Totals: B HALL 206,596.40

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TOR	AGE1
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Ceiling Height: 9'

498.00 SF Walls 646.02 SF Walls & Ceiling 16.45 SY Flooring 55.33 LF Ceil. Perimeter

148.02 SF Ceiling 148.02 SF Floor 55.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
814. R&R Suspended ceiling tile - 2' x 4'	148.02 SF	0.15	1.09	183.54
815. R&R Suspended ceiling grid - 2' x 4'	148.02 SF	0.14	1.04	174.66
816. R&R Acoustic ceiling tile - Cork Board	148.02 SF	0.46	2.36	417.42
817. R&R Sheathing - plywood - Above Cork Board	148.02 SF	0.43	1.94	350.81
818. R&R Commercial electrical (SF of bldg) - Extra heavy load	148.02 SF	1.71	39.91	6,160.59
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
819. Scrape the walls & prep for paint	498.00 SF	0.00	0.48	239.04
820. Apply anti-microbial agent	646.02 SF	0.00	0.20	129.20
821. Tile - vinyl composition - Premium grade	148.02 SF	0.00	2.41	356.73
822. Cove base molding - rubber or vinyl, 4" high	55.33 LF	0.00	1.67	92.40
823. Seal/prime the walls - one coat	498.00 SF	0.00	0.40	199.20
824. Paint the walls - two coats	498.00 SF	0.00	0.72	358.56
Totals: STORAGE1				8,662.15

CLOSET Ceiling Height: 9' 207.00 SF Walls 30.81 SF Ceiling 237.81 SF Walls & Ceiling 30.81 SF Floor CLOSET 3.42 SY Flooring 23.00 LF Floor Perimeter 23.00 LF Ceil. Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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CONTINUED - CLOSET

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
952. R&R Suspended ceiling tile - 2' x 4'	30.81 SF	0.15	1.09	38.20
953. R&R Suspended ceiling grid - 2' x 4'	30.81 SF	0.14	1.04	36.35
954. R&R Acoustic ceiling tile - Cork Board	30.81 SF	0.46	2.36	86.88
955. R&R Sheathing - plywood - Above Cork Board	30.81 SF	0.43	1.94	73.02
956. R&R Commercial electrical (SF of bldg) - Extra heavy load	30.81 SF	1.71	39.91	1,282.32
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
957. Scrape the walls & prep for paint	207.00 SF	0.00	0.48	99.36
958. Apply anti-microbial agent	237.81 SF	0.00	0.20	47.56
959. Tile - vinyl composition - Premium grade	30.81 SF	0.00	2.41	74.25
960. Cove base molding - rubber or vinyl, 4" high	23.00 LF	0.00	1.67	38.41
961. Seal/prime the walls - one coat	207.00 SF	0.00	0.40	82.80
962. Paint the walls - two coats	207.00 SF	0.00	0.72	149.04
Totals: CLOSET				2,008.19

12 4"12 10"12 5" SHOP OFFI	ICE		Ceili	ng Height: 9'
-	311.11 SF Walls		80.35 SF Ceiling	
	391.47 SF Walls & Ceilin	g	80.35 SF Floor	
T SHOP OFFICE T	8.93 SY Flooring	<u> </u>		meter
7' 3" ——	36.67 LF Ceil. Perimeter			
custr Missing Wall: 1 - 2'10" X 6'8"	Opens into ENTRY		Goes to Floor	
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
963. R&R Suspended ceiling tile - 2' x 4'	80.35 SF	0.15	1.09	99.63
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CONTINUED - SHOP OFFICE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
964. R&R Commercial electrical (SF of bldg) - Extra heavy load	80.35 SF	1.71	39.91	3,344.17
The above line item includes all Wire, Switches	s, Plugs, Light Fixtures			
965. Apply anti-microbial agent	391.47 SF	0.00	0.20	78.29
966. Paint the walls - two coats	311.11 SF	0.00	0.72	224.00
Totals: SHOP OFFICE				3,746.09

Ceiling Height: 9'

C-3 991.50 SF Walls 733.13 SF Ceiling 1,724.63 SF Walls & Ceiling 733.13 SF Floor 81.46 SY Flooring 110.17 LF Floor Perimeter 110.17 LF Ceil. Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL	
135. R&R Suspended ceiling tile - 2' x 4'	733.13 SF	0.15	1.09	909.08	
136. R&R Suspended ceiling grid - 2' x 4'	733.13 SF	0.14	1.04	865.10	
137. R&R Acoustic ceiling tile - Cork Board	733.13 SF	0.46	2.36	2,067.43	
138. R&R Sheathing - plywood - Above Cork Board	733.13 SF	0.43	1.94	1,737.52	
139. R&R Commercial electrical (SF of bldg) - Extra heavy load	733.13 SF	1.71	39.91	30,512.87	
The above line item includes all Wire, Switches,	Plugs, Light Fixtures				
140. Scrape the walls & prep for paint	991.50 SF	0.00	0.48	475.92	
232. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60	
141. Apply anti-microbial agent	1,724.63 SF	0.00	0.20	344.93	
142. Glue down carpet - Commercial grade	843.09 SF	0.00	4.82	4,063.69	
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CONTINUED - C-3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Comm	nercial grade.			
143. Cove base molding - rubber or vinyl,4" high	110.17 LF	0.00	1.67	183.98
144. Seal/prime the walls - one coat	991.50 SF	0.00 ·	0.40	396.60
145. Paint the walls - two coats	991.50 SF	0.00	0.72	713.88
Totals: C-3				42,978.60

C-4

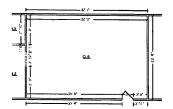
1,158.00 SF Walls
2,099.25 SF Walls & Ceiling
941.25 SF Ceiling
941.25 SF Floor
104.58 SY Flooring
128.67 LF Floor Perimeter
128.67 LF Ceil. Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
124. R&R Suspended ceiling tile - 2' x 4'	941.25 SF	0.15	1.09	1,167.15
125. R&R Suspended ceiling grid - 2' x 4'	941.25 SF	0.14	1.04	1,110.68
126. R&R Acoustic ceiling tile - Cork Board	941.25 SF	0.46	2.36	2,654.33
127. R&R Sheathing - plywood - Above Cork Board	941.25 SF	0.43	1.94	2,230.77
128. R&R Commercial electrical (SF of bldg) - Extra heavy load	941.25 SF	1.71	39.91	39,174.83
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
129. Scrape the walls & prep for paint	1,158.00 SF	0.00	0.48	555.84
233. Plaster patch / small repair - ready for paint	3.00 EA	0.00	141.52	424.56
130. Apply anti-microbial agent	2,099.25 SF	0.00	0.20	419.85
131. Glue down carpet - Commercial grade	1,082.44 SF	0.00	4.82	5,217.36
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CONTINUED - C-4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Com	mercial grade.			
132. Cove base molding - rubber or vinyl,4" high	128.67 LF	0.00	1.67	214.88
133. Seal/prime the walls - one coat	1,158.00 SF	0.00	0.40	463.20
134. Paint the walls - two coats	1,158.00 SF	0.00	0.72	833.76
Totals: C-4				54,467.21



.

959.94 SF Walls 1,685.57 SF Walls & Ceiling

80.63 SY Flooring

109.50 LF Ceil. Perimeter

Ceiling Height: 9'

725.63 SF Ceiling 725.63 SF Floor

105.67 LF Floor Perimeter

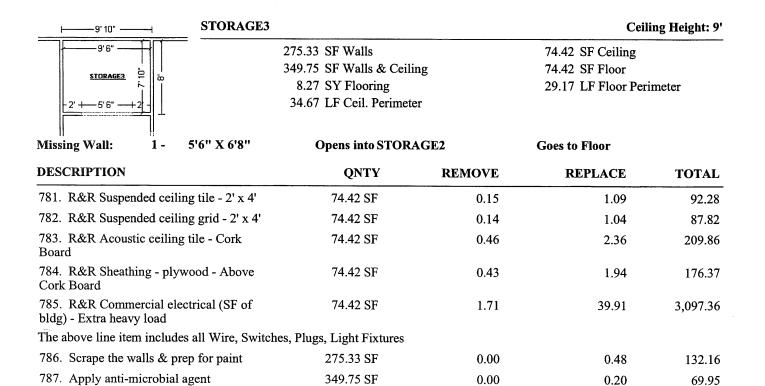
Missing Wall: 1 - 3'10" X 6'8"	Opens into STOR	Opens into STORAGE2		
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
91. R&R Suspended ceiling tile - 2' x 4'	725.63 SF	0.15	1.09	899.78
92. R&R Suspended ceiling grid - 2' x 4'	725.63 SF	0.14	1.04	856.25
93. R&R Acoustic ceiling tile - Cork Board	725.63 SF	0.46	2.36	2,046.28
94. R&R Sheathing - plywood - Above Cork Board	725.63 SF	0.43	1.94	1,719.74
95. R&R Commercial electrical (SF of bldg) - Extra heavy load	725.63 SF	1.71	39.91	30,200.72
The above line item includes all Wire, Switches,	, Plugs, Light Fixtures			
96. Scrape the walls & prep for paint	959.94 SF	0.00	0.48	460.77
234. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
97. Apply anti-microbial agent	1,685.57 SF	0.00	0.20	337.11
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CONTINUED - C-5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
98. Glue down carpet - Commercial grade	834.47 SF	0.00	4.82	4,022.15
15 % waste added for Glue down carpet - Comm	ercial grade.			
99. Cove base molding - rubber or vinyl,4" high	105.67 LF	0.00	1.67	176.47
100. Seal/prime the walls - one coat	959.94 SF	0.00	0.40	383.98
101. Paint the walls - two coats	959.94 SF	0.00	0.72	691.16
Totals: C-5				42,502.01



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CONTINUED - STORAGE3

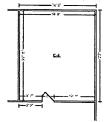
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
788. Tile - vinyl composition - Premium grade	74.42 SF	0.00	2.41	179.35
789. Cove base molding - rubber or vinyl, 4" high	29.17 LF	0.00	1.67	48.71
790. Seal/prime the walls - one coat	275.33 SF	0.00	0.40	110.13
791. Paint the walls - two coats	275.33 SF	0.00	0.72	198.24
Totals: STORAGE3				4,402.23

2' +5' 6"+2' -		STORAGE2			Ceili	ing Height: 9
- 1-1-1-1			366.78 SF Walls		136.17 SF Ceiling	
4 stormer		•	502.94 SF Walls & Ceil	502.94 SF Walls & Ceiling		
50			15.13 SY Flooring		38.33 LF Floor Peri	imeter
9' 6"			47.67 LF Ceil. Perime	ter		
Missing Wall:	1 -	 3'10" X 6'8"	Opens into C-5		Goes to Floor	
Missing Wall:	1 -	5'6" X 6'8"	Opens into STOR	AGE3	Goes to Floor	
DESCRIPTION			QNTY	REMOVE	REPLACE	TOTAL
792. R&R Susper	nded ceil	ling tile - 2' x 4'	136.17 SF	0.15	1.09	168.86
793. R&R Susper	nded ceil	ling grid - 2' x 4'	136.17 SF	0.14	1.04	160.68
794. R&R Acoust Board	tic ceilin	ig tile - Cork	136.17 SF	0.46	2.36	384.00
795. R&R Sheath Cork Board	ing - ply	wood - Above	136.17 SF	0.43	1.94	322.72
796. R&R Comm oldg) - Extra heav		ectrical (SF of	136.17 SF	1.71	39.91	5,667.39
The above line iter	n includ	les all Wire, Switc	hes, Plugs, Light Fixtures			
797. Scrape the w	alls & p	rep for paint	366.78 SF	0.00	0.48	176.05
798. Apply anti-n	nicrobia	l agent	502.94 SF	0.00	0.20	100.59
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CONTINUED - STORAGE2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
799. Tile - vinyl composition - Premium grade	136.17 SF	0.00	2.41	328.17
800. Cove base molding - rubber or vinyl, 4" high	38.33 LF	0.00	1.67	64.01
801. Seal/prime the walls - one coat	366.78 SF	0.00	0.40	146.71
802. Paint the walls - two coats	366.78 SF	0.00	0.72	264.08
Totals: STORAGE2				7,783.26



C-6

741.00 SF Walls 1,161.00 SF Walls & Ceiling

46.67 SY Flooring 82.33 LF Ceil. Perimeter Ceiling Height: 9'

420.00 SF Ceiling 420.00 SF Floor

82.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
102. R&R Suspended ceiling tile - 2' x 4'	420.00 SF	0.15	1.09	520.80
103. R&R Suspended ceiling grid - 2' x 4'	420.00 SF	0.14	1.04	495.60
104. R&R Acoustic ceiling tile - Cork Board	420.00 SF	0.46	2.36	1,184.40
105. R&R Sheathing - plywood - Above Cork Board	420.00 SF	0.43	1.94	995.40
106. R&R Commercial electrical (SF of bldg) - Extra heavy load	420.00 SF	1.71	39.91	17,480.40
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
107. Scrape the walls & prep for paint	741.00 SF	0.00	0.48	355.68
108. Apply anti-microbial agent	1,161.00 SF	0.00	0.20	232.20
109. Glue down carpet - Commercial grade	483.00 SF	0.00	4.82	2,328.06
15 % waste added for Glue down carpet - Comm	nercial grade.			,
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CONTINUED - C-6

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
110. Cove base molding - rubber or vinyl, 4" high	82.33 LF	0.00	1.67	137.49
111. Seal/prime the walls - one coat	741.00 SF	0.00	0.40	296.40
112. Paint the walls - two coats	741.00 SF	0.00	0.72	533.52
Totals: C-6				24,559.95

D-5 Ceiling Height: 9' 911.67 SF Walls 671.00 SF Ceiling 1,582.67 SF Walls & Ceiling 671.00 SF Floor 74.56 SY Flooring 100.00 LF Floor Perimeter 105.00 LF Ceil. Perimeter Missing Wall: 5'0" X 6'8" 1 -**Opens into STORAGE4** Goes to Floor DESCRIPTION **QNTY REMOVE** REPLACE **TOTAL** 734. R&R Suspended ceiling tile - 2' x 4' 671.00 SF 0.15 1.09 832.04 735. R&R Suspended ceiling grid - 2' x 4' 671.00 SF 0.14 1.04 791.78 736. R&R Acoustic ceiling tile - Cork 671.00 SF 0.46 2.36 1,892.22 Board 737. R&R Sheathing - plywood - Above 671.00 SF 0.43 1.94 1,590.27 Cork Board 738. R&R Commercial electrical (SF of 671.00 SF 1.71 39.91 27,927.02 bldg) - Extra heavy load The above line item includes all Wire, Switches, Plugs, Light Fixtures 739. Scrape the walls & prep for paint 911.67 SF 0.00 0.48 437.60 740. Plaster patch / small repair - ready for 5.00 EA 0.00 141.52 707.60 paint 741. Apply anti-microbial agent 1,582.67 SF 0.00 0.20 316.53 742. Glue down carpet - Commercial grade 771.65 SF 0.00 4.82 3,719.35 SMITH-MIDSCHOOL-2009 1/14/2009 Page: 80

-- 10' 2". -

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CONTINUED - D-5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Comm	nercial grade.			
743. Cove base molding - rubber or vinyl,4" high	100.00 LF	0.00	1.67	167.00
744. Seal/prime the walls - one coat	911.67 SF	0.00	0.40	364.67
745. Paint the walls - two coats	911.67 SF	0.00	0.72	656.40
Totals: D-5				39,402.48

STORAGE5

Ceiling Height: 9'

340.89 SF Walls

447.42 SF Walls & Ceiling

106.53 SF Ceiling

106.53 SF Floor

11.84 SY Flooring

36.67 LF Floor Perimeter

41.33 LF Ceil. Perimeter

Missing Wall: 1 - 4'8" X 6'8"	Opens into D-4		Goes to Floor	
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
803. R&R Suspended ceiling tile - 2' x 4'	106.53 SF	0.15	1.09	132.10
804. R&R Suspended ceiling grid - 2' x 4'	106.53 SF	0.14	1.04	125.70
805. R&R Acoustic ceiling tile - Cork Board	106.53 SF	0.46	2.36	300.41
806. R&R Sheathing - plywood - Above Cork Board	106.53 SF	0.43	1.94	252.48
807. R&R Commercial electrical (SF of bldg) - Extra heavy load	106.53 SF	1.71	39.91	4,433.78
The above line item includes all Wire, Switches	s, Plugs, Light Fixtures			
808. Scrape the walls & prep for paint	340.89 SF	0.00	0.48	163.63
809. Apply anti-microbial agent	447.42 SF	0.00	0.20	89.48
810. Tile - vinyl composition - Premium grade	106.53 SF	0.00	2.41	256.74
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CONTINUED - STORAGE5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
811. Cove base molding - rubber or vinyl, 4" high	36.67 LF	0.00	1.67	61.24
812. Seal/prime the walls - one coat	340.89 SF	0.00	0.40	136.36
813. Paint the walls - two coats	340.89 SF	0.00	0.72	245.44
Totals: STORAGE5				6,197.36

	12' 8"	
-	12'	7 11
10	es Bath 3	12 8
<u> </u>		

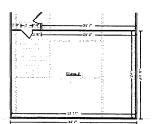
432.00	SF Walls
576.00	SF Walls & Ceiling
16.00	SY Flooring
48.00	LF Ceil. Perimeter
	576.00 16.00

Ceiling Height: 9'
144.00 SF Ceiling
144.00 SF Floor
48.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,206. R&R Suspended ceiling tile - 2' x 4'	144.00 SF	0.15	1.09	178.56
1,207. R&R Commercial electrical (SF of bldg) - Extra heavy load	144.00 SF	1.71	39.91	5,993.28
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
1,208. Apply anti-microbial agent	576.00 SF	0.00	0.20	115.20
1,209. Clean ceramic tile	144.00 SF	0.00	0.37	53.28
Totals: Boys Bath 3				6,340.32
Total: Main Level				5,042,259.15

B Unit Upper

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Class 2

Ceiling Height: 9'

1,042.50 SF Walls 1,856.50 SF Walls & Ceiling 90.44 SY Flooring 115.83 LF Ceil. Perimeter

814.00 SF Ceiling 814.00 SF Floor

115.83 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,162. R&R Suspended ceiling tile - 2' x 4'	814.00 SF	0.15	1.09	1,009.36
1,163. R&R Suspended ceiling grid - 2' x 4'	814.00 SF	0.14	1.04	960.52
1,164. R&R Commercial electrical (SF of bldg) - Extra heavy load	814.00 SF	1.71	39.91	33,878.68
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
1,165. Scrape the walls & prep for paint	1,042.50 SF	0.00	0.48	500.40
1,166. Apply anti-microbial agent	1,856.50 SF	0.00	0.20	371.30
1,167. Tile - vinyl composition - Premium grade	814.00 SF	0.00	2.41	1,961.74
1,168. Cove base molding - rubber or vinyl, 4" high	115.83 LF	0.00	1.67	193.44
1,169. Seal/prime the walls - one coat	1,042.50 SF	0.00	0.40	417.00
1,170. Paint the walls - two coats	1,042.50 SF	0.00	0.72	750.60

Totals: Class 2 40,043.04



Hall

Ceiling Height: 9'

669.00 SF Walls 902.33 SF Walls & Ceiling 25.93 SY Flooring 74.33 LF Ceil. Perimeter

233.33 SF Ceiling 233.33 SF Floor 74.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,153. R&R Suspended ceiling tile - 2' x 4'	233.33 SF	0.15	1.09	289.33
1,154. R&R Suspended ceiling grid - 2' x 4'	233.33 SF	0.14	1.04	275.33
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Class 1

CONTINUED - Hall

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,155. R&R Commercial electrical (SF of bldg) - Extra heavy load	233.33 SF	1.71	39.91	9,711.19
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			
1,156. Scrape the walls & prep for paint	669.00 SF	0.00	0.48	321.12
1,157. Apply anti-microbial agent	902.33 SF	0.00	0.20	180.47
1,158. Tile - vinyl composition - Premium grade	233.33 SF	0.00	2.41	562.33
1,159. Cove base molding - rubber or vinyl, 4" high	74.33 LF	0.00	1.67	124.13
1,160. Seal/prime the walls - one coat	669.00 SF	0.00	0.40	267.60
1,161. Paint the walls - two coats	669.00 SF	0.00	0.72	481.68
Totals: Hall				12,213.18

***************************************	Chart.	
13%	To the second se	

	880.50	SF Walls
1,	389.25	SF Walls & Ceiling
	56.53	SY Flooring

97.83 LF Ceil. Perimeter

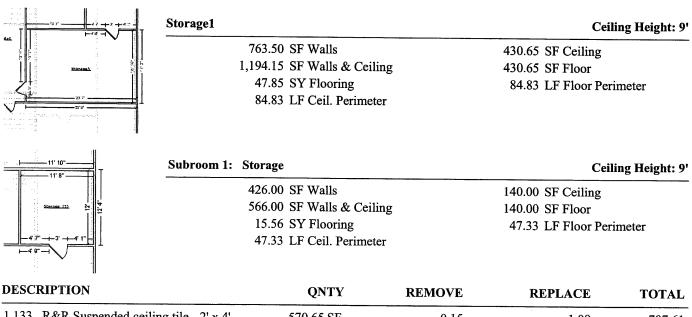
	Ceiling Height: 9'
508.75	SF Ceiling
508.75	SF Floor
97.83	LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,144. R&R Suspended ceiling tile - 2' x 4'	508.75 SF	0.15	1.09	630.85
1,145. R&R Suspended ceiling grid - 2' x 4'	508.75 SF	0.14	1.04	600.33
1,146. R&R Commercial electrical (SF of bldg) - Extra heavy load	508.75 SF	1.71	39.91	21,174.17
The above line item includes all Wire, Switches	, Plugs, Light Fixtures			
1,147. Scrape the walls & prep for paint	880.50 SF	0.00	0.48	422.64
1,148. Apply anti-microbial agent	1,389.25 SF	0.00	0.20	277.85
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CONTINUED - Class 1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,149. Tile - vinyl composition - Premium grade	508.75 SF	0.00	2.41	1,226.09
1,150. Cove base molding - rubber or vinyl, 4" high	97.83 LF	0.00	1.67	163.38
1,151. Seal/prime the walls - one coat	880.50 SF	0.00	0.40	352.20
1,152. Paint the walls - two coats	880.50 SF	0.00	0.72	633.96
Totals: Class 1				25.481.47



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,133. R&R Suspended ceiling tile - 2' x 4'	570.65 SF	0.15	1.09	707.61
1,134. R&R Suspended ceiling grid - 2' x 4'	570.65 SF	0.14	1.04	673.37
1,137. R&R Commercial electrical (SF of bldg) - Extra heavy load	570.65 SF	1.71	39.91	23,750.45
The above line item includes all Wire, Switches,	Plugs, Light Fixtures			

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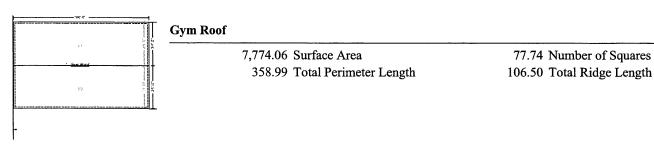
SMITH-MIDSCHOOL-2009 1/14/2009

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

CONTINUED - Storage1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,138. Scrape the walls & prep for paint	1,189.50 SF	0.00	0.48	570.96
1,139. Apply anti-microbial agent	1,760.15 SF	0.00	0.20	352.03
1,140. Tile - vinyl composition - Premium grade	570.65 SF	0.00	2.41	1,375.27
1,141. Cove base molding - rubber or vinyl, 4" high	132.17 LF	0.00	1.67	220.72
1,142. Seal/prime the walls - one coat	1,189.50 SF	0.00	0.40	475.80
1,143. Paint the walls - two coats	1,189.50 SF	0.00	0.72	856.44
Totals: Storage1				28,982.65
Total: B Unit Upper				106,720.34

Roofs

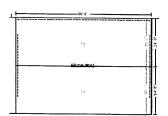


DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
242. Remove & Replace 3ply Modified	8,162.76 SF	0.00	17.67	144,235.97

The above Line item is to remove and replace modified bitumen roof system to include 1 1/2 inch poly-iso roof insulation, gravel stop, flashing, pipe and roof vents.

Totals:	Gym Roof		144,235.97

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Adutm Roof

7,064.76 Surface Area339.50 Total Perimeter Length

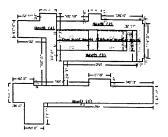
70.65 Number of Squares96.67 Total Ridge Length

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
241. Remove & Replace 3ply Modified Roof	7,417.20 SF	0.00	17.51	129,875.17

The above Line item is to remove and replace modified bitumen roof system to include 1 1/2 inch poly-iso roof insulation, gravel stop, flashing, pipe and roof vents.

Totals: Adutm Roof

129,875.17



Flat Roofs

76,268.90 Surface Area 3,012.08 Total Perimeter Length

762.69 Number of Squares

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
240. Remove & Replace 3ply Modified Roof	80,082.35 SF	0.00	17.51	1,402,241.95

The above Line item is to remove and replace modified bitumen roof system to include 1 1/2 inch poly-iso roof insulation, gravel stop, flashing, pipe and roof vents.

Totals: Flat Roofs	1,402,241.95
Total: Roofs	1,676,353.09

Exterior

Exterior

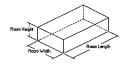
DESCRIPTIONQNTYREMOVEREPLACETOTALSMITH-MIDSCHOOL-20091/14/2009Page: 87

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CONTINUED - Exterior

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,116. R&R Gutter / downspout - aluminum - up to 5"	2,196.00 LF	0.38	4.65	11,045.88
1,117. R&R Soffit - wood - Tongue & groove	1,250.00 SF	0.36	7.01	9,212.50
1,118. Prime & paint exterior soffit - wood	1,250.00 SF	0.00	1.61	2,012.50
1,120. R&R Wall or roof panel - 7/8" rib - commercial	10,488.00 SF	0.38	3.45	40,169.04
This line item is for the repairs of the Feild Hou	ise			
1,121. Exterior - paint two coats	4,080.00 SF	0.00	0.89	3,631.20
Total: Exterior				66,071.12

Windows



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
825. 3'8x8' 1-1/2 Steel Framed Double Hung Window	172.00 EA	0.00	1,287.50	221,450.00
826. 3'8"x8' 1-1/2" Steel Framed Twin Double Hung Window	13.00 EA	0.00	5,150.00	66,950.00
827. 3'8"x 5' 9-1/2" Steel Framed Double Hung Window	3.00 EA	0.00	2,008.50	6,025.50
828. 4"x 5' 1-1/2" Steel Framed Double Hung Window	5.00 EA	0.00	1,854.00	9,270.00
829. 3'8"x 4' 5-1/2" Steel Framed Double Hung Window	3.00 EA	0.00	1,751.00	5,253.00

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CONTINUED - Windows

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
830. 3'8"x 5' 1-1/2" Steel Framed Fixed Window	12.00 EA	0.00	1,751.00	21,012.00
831. 4' 1-1/8"x 4' 1-5/12" Steel Framed Fixed Window	6.00 EA	0.00	1,545.00	9,270.00
1,119. Paint Window Frames - Large - 2 coats (per side)	428.00 EA	0.00	36.75	15,729.00
832. Additional charge for a retrofit window, 24-40 sf	214.00 EA	0.00	136.23	29,153.22
1,113. Lead Abatement of all window Frames	1.00 EA	252,350.00	0.00	252,350.00
833. Dumpster load - Approx. 40 yards, 7-8 tons of debris	15.00 EA	517.37	0.00	7,760.55
834. Job-site storage container - 40' long - per month	3.00 MO	0.00	185.40	556.20
Totals: Windows				644,779.47
Total: Exterior				710,850.59

REMEDIATION

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,175. Temporary power - hookup Entergy	1.00 EA	0.00	10,677.58	10,677.58
1,176. Debris & Tree Removal and Clean	313.00 HR	38.06	0.00	11,912.78
1,177. Asbestos Floor Removal	1.00 EA	311,442.54	0.00	311,442.54

The above line item is for the removal of all wet carpet and base and the abatement of all Asbestos containing floor tiles. has already here.

SMITH-MIDSCHOOL-2009

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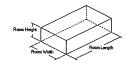
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CONTINUED - REMEDIATION

DESCRIPTION	QNTY	REMOVE	REMOVE REPLACE	
1,212. WATER EXTRACTION & REMEDIATION	1.00 EA	0.00	796,421.06	796,421.06
Totals: REMEDIATION				1,130,453.96

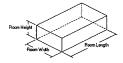
FIRE/TELECOM



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,123. R&R Fire alarm system - per SF	85,361.77 SF	0.29	1.47	150,236.71
1,124. Public Address System	85,361.77 SF	0.00	0.29	24,754.91
Includes: Average grade public address system Average life expectancy 20 years Average depreciation 5% per year			nd installation labor.	
1,125. Security System	1.00 EA	0.00	58,710.00	58,710.00
1,182. R&R Gas fire suppression system - commercial	85,361.00 SF	1.28	7.12	717,032.40
Totals: FIRE/TELECOM				950,734.02

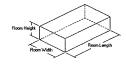
530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

Heat, Vent, & Cool



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
848. Clean ductwork - and coat all lined hard duct with Fosters 40/20	85,323.15 SF	0.00	4.89	417,230.20
The above line Item is to clean all water damage access plates, coating all insulation with Fosters	ed Hard ductwork, AHU 40/20. Cleaning of all 6	U's and registers. This i	ncludes the installat wer units and plenu	ion of insulated ms.
849. HVAC Repair - Performed by Gowen	1.00 EA	0.00	9,342.10	9,342.10
1,183. R&R Cooling system - chilled water (Water cooled) - Commercial - 4 Pipe Conversion	85,361.00 SF	4.76	18.31	1,969,278.27
1,203. R&R Boiler - natural gas - 200,000 BTU	2.00 EA	181.81	100,170.59	200,704.80
1,204. R&R Swing check valve - brass - 7/8" to 1 1/4"	2.00 EA	4.76	37.33	84.18
1,205. R&R Circulator pump - up to 1 1/2" flange connection	2.00 EA	22.82	401.69	849.02
Totals: Heat, Vent, & Cool				2,597,488.57

GENERAL



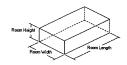
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,110. Temp Buildings	1.00 EA	0.00	342,556.37	342,556.37
1,111. Dumpster load - Approx. 40 yards, 7-8 tons of debris	35.00 EA	517.37	0.00	18,107.95
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CONTINUED - GENERAL

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,114. Telehandler/forklift and operator	120.00 HR	0.00	64.38	7,725.60
1,115. Commercial supervision - per hour	540.00 HR	0.00	57.33	30,958.20
1,171. Temporary construction office - portable (trailer)	9.00 MO	0.00	267.80	2,410.20
1,172. Temporary toilet (per month)	9.00 MO	0.00	124.41	1,119.69
1,173. Temporary power usage (per month)	9.00 MO	0.00	129.84	1,168.56
1,174. R&R Temporary power - hookup	1.00 EA	52.66	284.35	337.01
1,179. Architectural/Drafting fees (Bid item)	1.00 EA	0.00	572,570.82	572,570.82
1,180. Construction Management 5% of total lob	1.00 EA	0.00	449,793.15	449,793.15
1,181. Taxes, insurance, permits & fees (Bid item)	1.00 EA	0.00	35,983.45	35,983.45
1,184. Payment and Performance Bond	1.00 EA	0.00	256,693.51	256,693.51
Totals: GENERAL				1,719,424.51

ADA Requirements



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,126. Install all new Commercial Doors with hardware to meet ADA standards	1.00 EA	0.00	310,545.00	310,545.00
1,127. Carpenter - General Framer - to enlarge door openings	1,009.00 HR	0.00	55.72	56,221.48
The above line item is to cut door openings to b	e ADA compliant.			

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CONTINUED - ADA Requirements

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,128. Special Systems - Electrician - per hour	1.00 HR	0.00	87.45	87.45
1,129. Commercial Grade Stair Lift - 2 story - straight for auditorium	1.00 EA	0.00	6,486.94	6,486.94
The above line item is to cut door openings to be A	DA compliant.			
Totals: ADA Requirements				373,340.87
Line Item Subtotals: SMITH-MIDSCHOOL-2009				14,307,625.10
Adjustments for Base Service Charges				Adjustment
Concrete Mason				101.43
Heating / A.C. Mechanic				138.90
Mason Brick/Stone				81.76
Plumber				154.28
Siding Installer				122.98
Steel Worker				113.12
Stucco Installer				129.40
Tile/Cultured Marble Installer				137.92
Total Adjustments for Base Service Charges:				979.79
Line Item Totals: SMITH-MIDSCHOOL-2009				14,308,604.89

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Grand Total Areas:

128,012. 35	SF Walls	88,232.91	SF Ceiling	216,245. 26	SF Walls and Ceiling
88,485.18	SF Floor	9,831.69	SY Flooring	12,611.91	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	12,846.94	LF Ceil. Perimeter
88,485.18	Floor Area	90,871.49	Total Area	125,143. 11	Interior Wall Area
28,635.88	Exterior Wall Area	2,912.50	Exterior Perimeter of Walls		
•	Surface Area		Number of Squares	3,710.58	Total Perimeter Length
203.17	Total Ridge Length	0.00	Total Hip Length		

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

Summ	ary
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Material Sales Tax @ 8.250% x 3,223,476.69 Subtotal Overhead @ 10.0% x 14,574,541.72 Profit @ 10.0% x 16,031,995.89	17,635,195.48 17,635,195.48
Subtotal	1,603,199.59
Material Sales Tax @ 8.250% x 3,223,476.69	14,574,541.72 1,457,454.17
Line Item Total Total Adjustments for Base Service Charges	14,307,625.10 979.79 265,936.83

Lloyd Broussard

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

Recap by Room

Estimate: SMITH-MIDSCHOOL-2009

SMITH-MIDSCHOOL-2009

Area:	Main Level		
	A15	42,722.50	0.30%
	A13	42,896.66	0.30%
	O HALL	181,056.96	1.27%
	A14	42,580.98	0.30%
	A12	43,331.43	0.30%
	BOOK ROOM 1	21,383.99	0.15%
	BOOK ROOM 2	16,694.47	0.12%
	Library Stow	31,052.09	0.22%
	Library	167,550.03	1.17%
	Office	13,975.57	0.10%
	Office1	6,071.03	0.04%
	Mens Lounge	2,531.96	0.02%
	Water Closet	1,086.30	0.01%
	Boys Bath	12,737.30	0.09%
	Girls Bath	10,745.79	0.08%
	Closet	1,467.47	0.01%
	Girls Bath1	7,311.57	0.05%
	Womens Loung	4,867.29	0.03%
	Water Close1	740.07	0.01%
	Dark Room	23,283.42	0.16%
	A 9	42,708.87	0.30%
	A 11	42,991.91	0.30%
	A-7	43,133.43	0.30%
	A-5	43,133.43	0.30%
	A-4	43,133.43	0.30%
	A-3	42,567.35	0.30%
	Cafeteria	343,431.40	2.40%
	A-8	56,459.65	0.39%
	A-6	41,833.31	0.29%
	Janitor	4,035.14	0.03%
	Repair RM	8,632.77	0.06%
	Boys Restroom	14,111.80	0.10%
	Girls Restroom 2 A-2	14,111.80	0.10%
		67,835.69	0.47%
	Meeting	10,254.33	0.07%
	Asst Princ Office2	19,289.19	0.13%
	A-1	10,254.33	0.07%
	Office3	74,308.70	0.52%
	STORAGE	9,831.11	0.07%
	WOMANS Restroom	6,636.18	0.05%
	WOMAND RESTITUTE	2,095.82	0.01%

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MENS Restroom	2 005 92	0.010/
VARIOUS SPAC	2,095.82	0.01%
FOOD PREP	45,975.94 45,338.34	0.32%
CONFERENCE	45,338.24 25 505 74	0.32%
HALL A	25,505.74 264.665.20	0.18%
COPY ROOM	264,665.39	1.85%
OFFICE1	8,479.05	0.06%
OFFICE2	8,340.65	0.06%
OFFICE3	8,535.14	0.06%
MAIN OFFICE	45,940.90	0.32%
PRIN. OFFICE	40,311.59	0.28%
0-1	44,107.99	0.31%
PREP AREA	57,245.61	0.40%
GYMNASIUM	26,398.63	0.18%
MALE LOCKERS	342,875.08	2.40%
	74,159.06	0.52%
GIRL LOCKERS	74,183.26	0.52%
BANDHALL	110,909.68	0.78%
D-4	41,274.76	0.29%
D HALL	63,235.62	0.44%
STORAGE4	6,192.79	0.04%
D-3	64,043.82	0.45%
D-1	57,759.77	0.40%
OFFICE4	49,557.69	0.35%
NURSE'S OFFI	38,987.38	0.27%
CHALL	98,124.59	0.69%
BOYS Restroom	12,491.73	0.09%
GIRLS BATH	11,900.30	0.08%
GIRLS BATH1	11,571.15	0.08%
B-1	53,406.30	0.37%
B-2	40,716.05	0.28%
B-3	59,243.58	0.41%
B-4	29,862.98	0.21%
Entrance	84,300.52	0.59%
AUDITORIUM	964,127.33	6.74%
WOOD SHOP	65,872.25	0.46%
B HALL	206,596.40	1.44%
STORAGE1	8,662.15	0.06%
CLOSET	2,008.19	0.01%
SHOP OFFICE	3,746.09	0.03%
C-3	42,978.60	0.30%
C-4	54,467.21	0.38%
C-5	42,502.01	0.30%
STORAGE3	4,402.23	0.03%
STORAGE2	7,783.26	0.05%
C-6	24,559.95	0.17%
D-5	39,402.48	0.28%
STORAGE5	6,197.36	0.04%
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	Boys Bath 3	6,340.32	0.04%
-	Area Subtotal: Main Level	5,042,259.15	35.24%
Area:	B Unit Upper		
	Class 2	40,043.04	0.28%
	Hall	12,213.18	0.09%
	Class 1	25,481.47	0.18%
-	Storage1	28,982.65	0.20%
	Area Subtotal: B Unit Upper	106,720.34	0.75%
Area:	Roofs		
	Gym Roof	144,235.97	1.01%
	Adutm Roof	129,875.17	0.91%
_	Flat Roofs	1,402,241.95	9.80%
_	Area Subtotal: Roofs	1,676,353.09	11.72%
Area:	Exterior	66,071.12	0.46%
	Windows	644,779.47	4.51%
	Area Subtotal: Exterior	710,850.59	4.97%
	REMEDIATION	1,130,453.96	7.90%
	FIRE/TELECOM	950,734.02	6.64%
	Heat, Vent, & Cool	2,597,488.57	18.15%
	GENERAL	1,719,424.51	12.02%
	ADA Requirements	373,340.87	2.61%
Subtotal of Areas		14,307,625.10	99.99%
Base Service Charges		979.79	0.01%
Total		14,308,604.89	100.00%

SMITH-MIDSCHOOL-2009

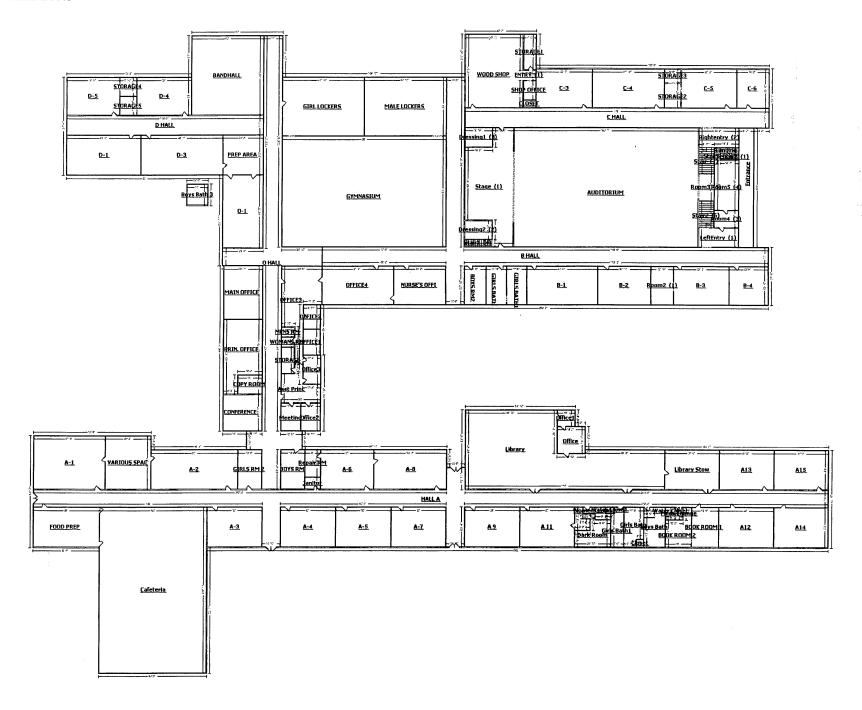
530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

Recap by Category

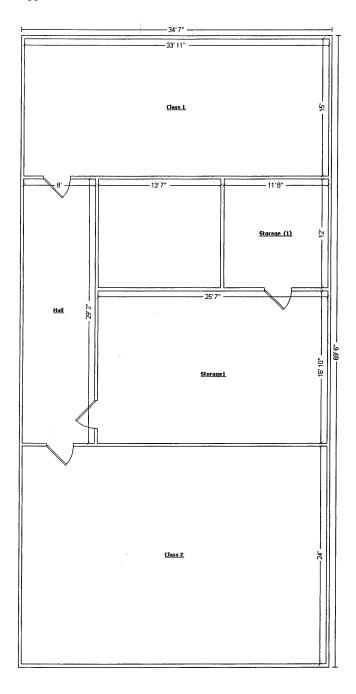
O&P Items	Total Dollars	%
ACOUSTICAL TREATMENTS	233,378.28	1.32%
CABINETRY	8,156.39	0.05%
CLEANING	426,272.22	2.42%
CONCRETE & ASPHALT	4,291.98	0.02%
CONTENT MANIPULATION	556.20	0.00%
GENERAL DEMOLITION	1,422,611.87	8.07%
DOORS	314,932.45	1.79%
DRYWALL	82,293.24	0.47%
ELECTRICAL	3,531,179.43	20.02%
ELECTRICAL - SPECIAL SYSTEMS	209,034.16	1.19%
MISC. EQUIPMENT - COMMERCIAL	8,470.28	0.05%
HEAVY EQUIPMENT	7,725.60	0.04%
FLOOR COVERING - CARPET	181,566.86	1.03%
FLOOR COVERING - RESILIENT	96,543.05	0.55%
FLOOR COVERING - CERAMIC TILE	20,641.58	0.12%
FLOOR COVERING - VINYL	15,426.99	0.09%
FLOOR COVERING - WOOD	61,548.55	0.35%
PERMITS AND FEES	865,247.78	4.91%
FIRE PROTECTION SYSTEMS	607,770.32	3.45%
FRAMING & ROUGH CARPENTRY	55,374.33	0.31%
HEAT, VENT & AIR CONDITIONING	1,772,643.19	10.05%
LABOR ONLY	536,972.83	3.04%
MASONRY	12,463.36	0.07%
METAL STRUCTURES & COMPONENTS	37,650.28	0.21% -
INTERIOR LATH & PLASTER	107,671.29	0.61%
PLUMBING	878.04	0.00%
PANELING & WOOD WALL FINISHES	473.04	0.00%
PAINTING	193,474.70	1.10%
ROOFING	1,676,353.09	9.51%
SOFFIT, FASCIA, & GUTTER	18,973.90	0.11%
SPECIALTY ITEMS	123,051.44	0.70%
STUCCO & EXTERIOR PLASTER	107,317.29	0.61%
TEMPORARY REPAIRS	358,216.75	2.03%
WINDOWS - ALUMINUM	368,383.72	2.09%
WATER EXTRACTION & REMEDIATION	840,080.62	4.76%
Subtotal	14,307,625.10	81.13%
Base Service Charges	979.79	0.01%
MITH-MIDSCHOOL-2009	1/14/2009	Page: 99

530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060 Phone (713) 673-8440 Fax (713) 673-8412

O&P Items			Total Dollars	%
Material Sales Tax	<u>@</u>	8.250%	265,936.83	1.51%
Overhead	@	10.0%	1,457,454.17	8.26%
Profit	<u>@</u>	10.0%	1,603,199.59	9.09%
O&P Items Subtotal			17,635,195.48	100.00%

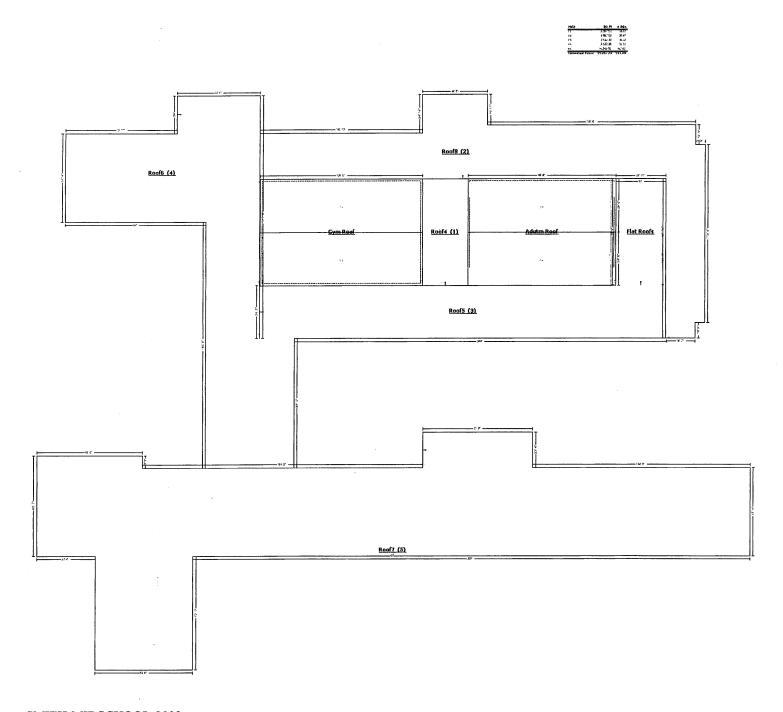


Main Level



N Tr

B Unit Upper



Roofs

EXHIBIT 6

AIA Document G702 – 1992

	${ m LA}^{\!\!\!\!\!\!\!^{\circ}}$ Docume on and Certificate for Pa		2™ – 199	2		Ph Sm	ari / ELL EE 160,400th
TO OWNER:	Beaumont Independent School District 3395 Harrison Avenue Beaumont, TX 77706	PROJECT:	BISD Smith Schoo Beaumont, TX	l - Phase I	APPLICATION PERIOD TO:		Distribution to: OWNER: ⊠
	Healthy Resources Enterprise Inc 530 North Sam Houston Parkway East Suite 300, Houston, TX 77060	VIA ARCHITECT:	N/A		CONTRACT FO CONTRACT DA PROJECT NOS	OR: Gene a Construction ATE: 2/18/2009 6: / TC-BISD15-001/	ARCHITECT: CONTRACTOR: FIELD: OTHER:
Application is m Continuation Sho 1. ORIGINAL COM	TOR'S APPLICATION FOR F ade for payment, as shown below, in consect, AIA Document G703, is attached. STRACT SUM	nection with the Cor	\$ 18.790.682.29	with the Contract I	covered by this locuments, that a ificates for Paym	that to the best of the Contractor Application for Payment has been amound have been paid by the ent were issued and payments recommon due.	en completed in accordance
3. CONTRACT SU	M TO DATE (Line 1 ± 2)ETED & STORED TO DATE (Column G o	(Managementation	\$ 18,790,682.29	By: State of: Texas County of: Harris		Date:	2/18/2009
(Column D	f Completed Work P + E on G703) F Stored Material on G703)	\$	0.00	Subscribed and swor me this da	n to before by of		
Total Retainag	ge (Lines 5a + 5b or Total in Column I o.			Notary Public: My Commission exp			
(Line 4 Les LESS PREVIOU) (Line 6 fro	D LESS RETAINAGEs S Line 5 Total) S CERTIFICATES FOR PAYMENT m prior Certificate) MENT DUE	\$	0.00	In accordance with the this application, the information and belaccordance with the	ne Contract Docur Architect certifies ief the Work ha Contract Docur	ments, based on one-site observation to the Owner than to the best of s progressed as indicated, the oments, and the Contractor is elements.	the Architect's knowledge,
BALANCE TO F	INISH, INCLUDING RETAINAGE	<u>\$</u>		AMOUNT CERTIFIED	ED.	\$	0.00
HANGE ORDE	R SUMMARY		0.00 DEDUCTIONS	(Attach explanation 🛭	f amount certified	differs from the amount applied, heet that are changed to conform	Initial all figures on this
otal changes apported the	oroved in previous months by Owner sis Month \$ TOTALS \$	0.00 \$	0.00 0.00		of negotiable. The	Date: AMOUNT CERTIFIED is paya	his all and a
ET CHANGES	by Change Order \$	0.00 \$	0.00	named herein. Issuals the Owner or Contract	ce, payment and a	ecceptance of payment are withou	t prejudice to any rights of

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AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 00

APPLICATION DATE: 2/18/2009

PERIOD TO:

ARCHITECT'S PROJECT NO: N/A

A	В	С				ARCHITE	CT'S PROJECT	NO: N/A	
	ь	 	D	E	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	MPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Accoustical Treatments	\$302,857.30							·
2	Cabinetry	\$30,050.24	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.40.3	Φ.0.00	
3	Concrete and Asphalt	\$5,569.10		7 5.00	Ψ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	Content Manipulation	\$700.76	\$ 0.00	\$ 0.00	\$ 0.00	6.000			
	General Demolition	\$612,519.06	7 0.00	Ψ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	Doors-Interior & Exterior	\$408,690.95	\$ 0.00	\$ 0.00	\$ 0.60	\$ 0.00	262		
	Drywall	\$246,518.85		Ψ 0.00	Ψ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	**Electrical	\$ 3,304,955.60	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	262.5		
9	**Electrical – Special Systems	\$271,265.69		Ψ 0.00	Ψ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	Misc. Equipment-Commercial	\$10,676.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	262.6		
	Heavy Equipment	\$24,007.63		ψ 0.00	Ψ 0.00	\$ 0.00	0.60 %	\$ 0.00	\$ 0.00
	Floor Covering	\$ 433,762.74	\$ 0.00	\$ 0.00	\$ 0.60	\$ 0.00	2026	D 0.00	
	Permits & Fees	\$704,975.41		Ψ 0.00	Ψ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	Framing & Rough Carpentry	\$139,475.02	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00			
	Labor Only	\$676,542.46		7 0.00	Ψ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	Masonry	\$ 16,173.83	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.01.01		
7	Metal Structures & Components	\$76,535.04			Ψ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
8 I	Paneling and wood wall finishes	\$613.87	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	11.0.1.01	0.000	
	Painting	\$251,074.03			Ψ 0.00	<u>Ψ Ψ.υυ</u>	U.OU %	\$ 0.00	\$ 0.00
	Roofing	\$ 3,034,824.31	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00			
	Sofit, Fascia, and Gutter	\$24,622.62			Ψ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
$\frac{2}{2}$ s	pecialty items to complete all class	\$159,685.07	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00			
	tucco and Exterior Plaster	\$188,816.79			\$ 0.00	φ ψ.00	0.00 %	\$ 0.00	\$ 0.00
4 V	Vindows- Aluminum	\$743,138.28	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	000		
6 8	egi Rijesili 1868 a		-		Ψ 0.00]	\$ U.UU	0.00 %	\$ 0.00	\$ 0.00

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AIA° Document G703 $^{\circ}$ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION AD: 001

APPLICATION DATE: 2 18/2009

PERIOD TO:

A	В	С	D		T	ARCHITE	CT'S PROJEC	[NO: N/A	
				E	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	MPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABL RATE)
25	Canopies	\$280,110.68				(DILII)			
	HVAC	\$3,426,204.53		\$ 0.00	\$ 0.00	A 0 00			
27	Fire Suppression Systems	\$1,031,679.35	7 0.00	Ψ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.0
28	Temp Control HVAC	\$330,916.02	\$ 0.00	\$ 0.00	\$ 0.0.)	A 0 0 0			
	Plumbing ADA	\$311,450.37	4 0.00	Ψ 0.00	\$ 0.00	\$ 0.00	<u> </u>	\$ 0.00	\$ 0.0
	Boilers	\$684,407.00	\$ 0.00	\$ 0.00	\$ 0.00	Φ.0100			
31	Contingency	\$1,057,863.66		Ψ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.0
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	Ф.О.О
						Ψ 0.00	0.00 %	\$ 0.00	\$ 0.0
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.0
			\$ 0.00						7 3.0
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.0
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	¢ 0.00	
						+ 0.00	0.00 76	\$ 0.00	\$ 0.0
_			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.0
			\$ 0.00	\$ 0.00	\$ 0.00	# 0/00			V 0.0
			7 5.00	Ψ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.0
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
			\$ 0.00					Ψ 0.00	φ U.U
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	Grand Total	\$18,790,682.29	\$ 0.00	\$ 0.00	\$ 0.00	Φ.0.00			
	nent G703™ – 1992. Copyright © 1963. 19				\$ 0.00	\$ 0.00	<u>).00 %</u>	\$ 0.00	\$ 0.00

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General Conditions of the Contract for Construction of a Small Project

for the following PROJECT:

(Name and location or address): BISD Smith School - Phase I 4415 Concord Road Beaumont, TX 77706

THE OWNER:

(Name and address):
Beaumont Independent School District
3395 Harrison Ave
Beaumont, Texas 77706

THE ARCHITECT:

(Name and address):

N/A

ARTICLE 1 GENERAL PROVISIONS § 1.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.

§ 1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

§ 1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 1.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier for other projects or for additions to this project outside the scope of the Work without the specific written consent of the Owner and Architect.

ARTICLE 2 OWNER

§ 2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.1.1 If requested by the Contractor, the Owner shall furnish and pay for a survey and a legal description of the site.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

(1770654004)

§ 2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 2.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

§ 2.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- § 2.4.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.
- § 2.4.2 The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.
- \S 2.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 3 CONTRACTOR

§ 3.1 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
- § 3.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Architect will promptly reply to the Contractor in writing if the Owner or the Architect, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

§ 3.4 LABOR AND MATERIALS

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- § 3.4.2 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 3.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 3.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 3.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

§ 3.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 4 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

- § 4.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.
- § 4.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- § 4.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

- § 4.5 The Architect will have authority to reject Work that does not conform to the Contract Documents.
- § 4.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 4.7 The Architect will promptly interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor.
- § 4.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
- § 4.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents will not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 5 CHANGES IN THE WORK

- § 5.1 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 5.2 A Change Order shall be a written order to the Contractor signed by the Owner and Architect to change the Work, Contract Sum or Contract Time.
- § 5.3 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
- § 5.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 6 TIME

- § 6.1 Time limits stated in the Contract Documents are of the essence of the Contract.
- § 6.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 7 PAYMENTS AND COMPLETION § 7.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 7.2 APPLICATIONS FOR PAYMENT

- § 7.2.1 The Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.
- § 7.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 7.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 7.4 PROGRESS PAYMENTS

- § 7.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.
- § 7.4.2 The Contractor shall promptly pay each Subcontractor and material supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such entities' portion of the Work.
- \S 7.4.3 Neither the Owner nor the Architect shall have responsibility for the payment of money to a Subcontractor or material supplier.
- § 7.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 7.5 SUBSTANTIAL COMPLETION

- § 7.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- § 7.5.2 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 7.6 FINAL COMPLETION AND FINAL PAYMENT

- § 7.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.
- § 7.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.
- § 7.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY § 8.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 9 CORRECTION OF WORK

§ 9.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

- § 9.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
- § 9.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 10.2 TESTS AND INSPECTIONS

- § 10.2.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
- § 10.2.2 If the Architect requires additional testing, the Contractor shall perform these tests.
- § 10.2.3 The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.

§ 10.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the project is located.

ARTICLE 11 TERMINATION OF THE CONTRACT

§ 11.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages.

§ 11.2 TERMINATION BY THE OWNER

- § 11.2.1 The Owner may terminate the Contract if the Contractor:
 - .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - is otherwise guilty of substantial breach of a provision of the Contract Documents.
- § 11.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:
 - .1 take possession of the site and of all materials thereon owned by the Contractor;
 - .2 finish the Work by whatever reasonable method the Owner may deem expedient.
- § 11.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 11.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 11.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

Init.

(1770654004)

Additions and Deletions Report for

AIA[®] Document A205[™] – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:02:38 on 02/11/2009.

PAGE 1

BISD Smith School - Phase I 4415 Concord Road Beaumont, TX 77706

Beaumont Independent School District 3395 Harrison Ave Beaumont, Texas 77706

N/A

PAGE 4

§ 7.2.1 At least ten days before the date established for each progress payment, the The Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Eric Boutte, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:02:38 on 02/11/2009 under Order No. 1000385824_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA $^{\$}$ Document A205 $^{\text{TM}}$ – 1993 - General Conditions of the Contract for Construction of a Small Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

President

(Title)



Standard Form of Agreement Between Owner and Contractor for a Small Project where the Basis of Payment is a STIPULATED SUM

This AGREEMENT is made: 2/18/2009

BETWEEN the Owner:

Beaumont Independent School District 3395 Harrison Avenue Beaumont, TX 77706

and the Contractor:

Healthy Resources Enterprise Inc, General Corporation 530 North Sam Houston Parkway East Suite 300, Houston, Texas 77060

for the following Project:

BISD Smith School Repairs and Renovations- Phase I 4415 Concord Road Beaumont, TX 77706

The Architect is:

N/A

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 AIA Document A205, General Conditions of the Contract for Construction of a Small Project, current edition;
- .3 NOT USED

(Table deleted)

(Paragraphs deleted).4 NOT USED (Table deleted)

- .5 written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
- .6 other documents, if any, identified as follows:

Exhibit A - Unit Cost Estimate

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work attached in Exhibit A on or before August 7, 2009, subject to adjustment by Change Orders.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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(3845950112)

All work on punch list must be done after school hours..

Commencement Date: TBD - Based on the execution of the AIA Contract

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions by Change Order, the Contract Sum is:

Eighteen Million Seven Hundred Ninety Six Hundred Eighty-Two Dollars and Twenty-Nine Cents (\$18,790,682.29)

- § 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work as included herein by Exhibit A. (Table deleted)
- § 3.3 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

- § 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor as follows:
- **4.1.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.
- **4.1.2** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.
- **4.1.3** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - a) take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included.
 - b) add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - add the Contractor's Fee. The Contractor's Fee shall be computed upon the Cost of the Work shall be an amount that bears the same ratio to the Contractor's fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
 - d) subtract the aggregate of previous payments made by the Owner;
- **4.1.4** Except with the Owner's prior approval, payments to Contractor shall be subject to retainage of ten percent (10.0%).
- 4.1.5 Upon Substantial Completion of the entire Work of the Contractor, a sum sufficient to increase the total payments to the Contractor to ninety-five percent (95%) of the Contract Sum, less amounts, if any, for incomplete work and unsettled claims.

(3845950112)

- **4.1.6** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - a) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
 - b) a final Certificate for Payment has been issued by the Owner's Representative.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner Representative's final Certificate for Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of Five Percent (5%) per annum, Texas Usery Penalty §302.002or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's Liability and other Insurance as follows:

(Paragraph deleted)

TYPE OF INSURANCE

LIMIT OF LIABILITY

(1) Workers' Compensation

Statutory Limits

Employer's Liability

\$1,000,000 per accident/\$2,000,000 policy limit

(2) Automobile Liability

\$1,000,000 per person / \$2,000,000 occurrence

(3) Commercial General Liability

Bodily Injury & Property Damage

\$1,000,000 per occurrence \$2,000,000 aggregate

Combined Primary & Excess Liability

Premises and Operations

Contractor's Protective Liability

Products Liability/Completed Operations Liability - two (2) years from date of final acceptance by Owner

Contractual Liability

XCU Coverage

Personal Injury and Advertising Injury

(Table deleted)

§ 5.2 The Owner shall provide Owner's Liability and Owner's Property Insurance as follows:

(Insert specific insurance furnished by the Owner.)

Type of insurance

Limit of liability (\$ 0.00)

- § 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 3.12 of AIA Document A205, General Conditions of the Contract for Construction of Small Projects.
- § 5.4 Certificates of insurance shall be provided by each party showing their respective coverages prior to commencement of the Work.

ARTICLE 6 OTHER TERMS AND CONDITIONS

- 6.1 Owner's Representative. John Elamad, P.E., ECM, Inc
- 6.2 Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly

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(3845950112)

registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

If to Owner:

Beaumont Independent School District

Attn.:

Dr. Carrol A. Thomas, Superintendent of Schools

Address:

3395 Harrison Avenue Beaumont, Texas 77706

Telephone:

409-617-5000

With copy to:

If to Contractor:

Healthy Resources Enterprise Inc

Attn.:

Eric Boutte, President

Address:

530 North Sam Houston Parkway East, Ste. 300.

Houston, Texas 77060

Telephone:

713-673-8440

Note: Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

- 6.3 Authorization. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- 6.4 Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other extraordinary adverse weather that the affected party could not have anticipated), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees not due to an act, omission, or oversight by the party claiming such Force Majeure situation.

In the event of a Force Majeure, the party claiming such an event bears the burden of proving same. Where such is proven by a court of competent jurisdiction, the obligations of Contractor to perform the Services under this Agreement shall be suspended for the duration of the event of Force Majeure and to the extent that Contractor is unable to make up any of the days lost due to the Force Majeure, the schedule shall be extended by a like number of days as the event of Force Majeure.

This Agreement entered into as of the day and year first written above. (If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

Dr. Carrol A.Thomas, Superintendent of Schools

(Printed name and title)

JURISDICTION: Jefferson County

(Row deleted)

CONTRACTOR (Signature)

Eric Boutte, President

(Printed name and title)

LICENSE NO.:

JURISDICTION: Jefferson County

Init.

Additions and Deletions Report for

AIA[®] Document A105[™] – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:51:02 on 02/18/2009.

PAGE 1

This **AGREEMENT** is made: (Date)2/18/2009

Beaumont Independent School District 3395 Harrison Avenue Beaumont, TX 77706

Healthy Resources Enterprise Inc. General Corporation 530 North Sam Houston Parkway East Suite 300.
Houston, Texas 77060

BISD Smith School Repairs and Renovations- Phase I 4415 Concord Road Beaumont, TX 77706

<u>N/A</u>

The Owner and Contractor agree as follows.

.3 the Drawings and Specific Drawings: NOT USED	cations prepared by the Architect,	dated , and enumerated as follows
Number	Title	Date
Specifications: Section	Title	Pages
.4 addenda prepared by the A	Architect as follows: <u>.4 NOT USED</u> Date	Pages

Exhibit A - Unit Cost Estimate

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work not later than—, subject to adjustment by Change Order. (Insert the date or number of calendar days after the date of commencement.) attached in Exhibit A on or before August 7, 2009, subject to adjustment by Change Orders.

All work on punch list must be done after school hours..

Commencement Date: TBD - Based on the execution of the AIA Contract

PAGE 2

<u>Eighteen Million Seven Hundred Ninety Six Hundred Eighty-Two Dollars and Twenty-Nine Cents</u> (\$ 18,790,682.29)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

Work as included herein by Exhibit A.

Portion of Work

Value (\$ 0.00)

(Here insert payment procedures and provisions for retainage, if any.)4.1.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

- 4.1.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.
- 4.1.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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User Notes:

- take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included.
- add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- add the Contractor's Fee. The Contractor's Fee shall be computed upon the Cost of the Work shall be an amount that bears the same ratio to the Contractor's fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- d) subtract the aggregate of previous payments made by the Owner;
- Except with the Owner's prior approval, payments to Contractor shall be subject to retainage of ten percent 4.1.4 (10.0%).
- Upon Substantial Completion of the entire Work of the Contractor, a sum sufficient to increase the total payments to the Contractor to ninety-five percent (95%) of the Contract Sum, less amounts, if any, for incomplete work and unsettled claims.
- Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Owner's Representative.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner Representative's final Certificate for Payment.

PAGE 3

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of (), or Five Percent (5%) per annum, Texas Usery Penalty §302.002or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert specific insurance required by the Owner.)	
TYPE OF INSURANCE	LIMIT OF LIABILITY
(1) Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per accident/\$2,000,000 policy limit
(2) Automobile Liability	\$1,000,000 per person / \$2,000,000 occurrence
(3) Commercial General Liability	
Bodily Injury & Property Damage	\$1,000,000 per occurrence
Combined Primary & Excess Liability	\$2,000,000 aggregate
Premises and Operations	
Contractor's Protective Liability	
Products Liability/Completed Operations Li	ability - two (2) years from date of final acceptance by Owner
Contractual Liability	acceptance by Owner
XCU Coverage	
Personal Injury and Advertising Injury	

(Insert any other terms or conditions below.)6.1 Owner's Representative. John Elamad, P.E., ECM, Inc.

6.2 Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

If to Owner:	Beaumont Independent School District
Attn.:	Dr. Carrol A. Thomas, Superintendent of Schools
Address:	3395 Harrison Avenue
	Beaumont, Texas 77706
Telephone:	409-617-5000
With copy to:	
If to Contractor:	Healthy Resources Enterprise Inc
Attn.:	Eric Boutte, President
Address:	530 North Sam Houston Parkway East, Ste. 300,
	Houston, Texas 77060
Telephone:	713-673-8440

Note: Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

- 6.3 Authorization. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- 6.4 Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other extraordinary adverse weather that the affected party could not have anticipated), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees not due to an act, omission, or oversight by the party claiming such Force Majeure situation.

In the event of a Force Majeure, the party claiming such an event bears the burden of proving same. Where such is proven by a court of competent jurisdiction, the obligations of Contractor to perform the Services under this Agreement shall be suspended for the duration of the event of Force Majeure and to the extent that Contractor is unable to make up any of the days lost due to the Force Majeure, the schedule shall be extended by a like number of days as the event of Force Majeure.

PAGE 5

Dr. Carrol A.Thomas, Superintendent of Schools	Eric Boutte, President

JURISDICTION: Jefferson County

JURISDICTION: Jefferson County JURISDICTION:

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Eric Boutte, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:51:02 on 02/18/2009 under Order No. 1000385824_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105TM - 1993 - Standard Form of Agreement Between Owner and Contractor for a Small Project where the Basis of Payment is a STIPULATED SUM, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Elie Bouth	
(Signed)	
President	
(Title)	
2/19/09	
(Dated)	

Exhibit A

RECAP BY CATEGORY SMITH MIDDLE SCHOOL

Phase 1

Acoustical treatments Cabinetry Schinetry Schi	
Concrete and Asphalt Content Manipulation General Demolition Doors - Interior and Exterior Drywall Electrical Electrical - Special Systems Misc. Equipment - Commercial Heavy Equipment Floor Covering Permits and Fees Framing and Rough Carpentry Labor only Masonry Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC	233,378.28
Content Manipulation General Demolition Spoors - Interior and Exterior Spywall Selectrical Selectrical - Special Systems Misc. Equipment - Commercial Heavy Equipment Floor Covering Permits and Fees Framing and Rough Carpentry Labor only Masonry Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC Specialty items to special structures Stucco speci	23,156.36
Content Manipulation General Demolition S Doors - Interior and Exterior S Drywall Electrical Electrical - Special Systems Misc. Equipment - Commercial Heavy Equipment Floor Covering Permits and Fees Framing and Rough Carpentry Labor only Masonry Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC	4,291.48
Doors - Interior and Exterior Drywall Selectrical Selectrical - Special Systems Misc. Equipment - Commercial Heavy Equipment Floor Covering Permits and Fees Framing and Rough Carpentry Labor only Masonry Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC Selectrical Selec	540.00
Drywall \$ Electrical \$ Electrical \$ Electrical - Special Systems \$ Misc. Equipment - Commercial \$ Heavy Equipment \$ Floor Covering \$ Permits and Fees \$ Framing and Rough Carpentry \$ Labor only \$ Masonry \$ Metal Structures and components \$ Paneling and wood wall finishes \$ Painting \$ Roofing \$ Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	472,000.00
Electrical \$ Electrical - Special Systems \$ Misc. Equipment - Commercial \$ Heavy Equipment \$ Floor Covering \$ Permits and Fees \$ Framing and Rough Carpentry \$ Labor only \$ Masonry \$ Metal Structures and components \$ Paneling and wood wall finishes \$ Painting \$ Roofing \$ Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	314,932.45
Electrical - Special Systems Misc. Equipment - Commercial Heavy Equipment Floor Covering Permits and Fees Framing and Rough Carpentry Labor only Masonry Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC \$	189,964.53
Misc. Equipment - Commercial Heavy Equipment Floor Covering Permits and Fees Framing and Rough Carpentry Labor only Masonry Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC \$	2,546,760.00
Heavy Equipment \$ Floor Covering \$ Permits and Fees \$ Framing and Rough Carpentry \$ Labor only \$ Masonry \$ Metal Structures and components \$ Paneling and wood wall finishes \$ Painting \$ Roofing \$ Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	209,034.16
Floor Covering \$ Permits and Fees \$ Framing and Rough Carpentry \$ Labor only \$ Masonry \$ Metal Structures and components \$ Paneling and wood wall finishes \$ Painting \$ Roofing \$ Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	8,226.84
Permits and Fees \$ Framing and Rough Carpentry \$ Labor only \$ Masonry \$ Metal Structures and components \$ Paneling and wood wall finishes \$ Painting \$ Roofing \$ Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	18,500.00
Framing and Rough Carpentry Labor only Masonry Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC \$	334,252.48
Labor only Masonry Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC \$	543,245.78
Masonry \$ Metal Structures and components \$ Paneling and wood wall finishes \$ Painting \$ Roofing \$ Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	107,477.81
Metal Structures and components Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC \$	521,335.68
Paneling and wood wall finishes Painting Roofing Sofit, Fascia and Gutter Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC \$	12,463.36
Painting \$ Roofing \$ Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	58,977.00
Roofing \$ Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	473.04
Sofit, Fascia and Gutter \$ Specialty items to complete all classrooms/offices \$ Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	193,474.70
Specialty items to complete all classrooms/offices Stucco and Exterior Plaster Windows- Aluminum Canopies HVAC \$	2,338,600.00
Stucco and Exterior Plaster \$ Windows- Aluminum \$ Canopies \$ HVAC \$	18,973.90
Windows- Aluminum \$ Canopies \$ HVAC \$	123,051.44
Canopies \$ HVAC \$	145,500.00
HVAC \$	572,653.64
	215,850.00
	2,640,193.00
Fire suppression systems \$	795,000.00
Temp Control HVAC \$	255,000.00
Plumbing ADA \$	240,000.00
Boilers \$	527,396.00

Metal Roof Option

	\$ 13,664,701.93	
Approximate Taxes	\$ 563,668.95	
Sub-Total	\$ 14,228,370.88	

Total Contract	\$ 18,790,682.28	
Contingency	\$ 1,057,863.66	
Bond 3 %	\$ 516,489.86	
Profit 10 %	\$ 1,565,120.80	
Overhead 10 %	\$ 1,422,837.08	

RECAP BY CATEGORY SMITH MIDDLE SCHOOL

Phase 2

ADA Ramps and Railing	S	50.906 00
Sidewalks	\$	70 300.00
Lockers (800 at \$ 170.00 ea.)	\$	144.000.00
Landscaping	\$	69,125.00

Ψ	334.331.00
\$	13,791.15
\$	348.122.15
	\$

Overhead 10 %	\$ 34.812.22
Profit 10 %	\$ 38,293.44
Bond 3 %	\$ 12,636.81
Total Contract	\$ 433,864.62

BISD Exposure	 \$	1,491,728.28

Total Phase I and II with Contingency \$ 19,224,546.90

EXHIBIT 7



Application and Certificate for Payment

TO OWNER:	Beaumont Independent School District 3395 Harrison Avenue	PROJECT:	BISD Smith School 4415 Concord Road		APPLICATION PERIOD TO:	NO: 001	<u>Distribution to:</u> OWNER: ⊠
	Beaumont, Texas 77706		Beaumont, Texas 77	700	CONTRACT FO	R: General Construction	ARCHITECT: □
FROM	Healthy Resources Enterprise Inc	VIA			CONTRACT DA	ATE: 2/18/2009	CONTRACTOR:
CONTRACTOR:	530 North Sam Houston Parkway East Suite 300, Houston, Texas 77060	ARCHITECT:	N/A		PROJECT NOS	/TC-BISD15-001 /	FIELD: 🗀
	Built 300, Houston, Texas 77000						OTHER:
CONTRAC	TOR'S APPLICATION FOR	PAYMENT		The undersigne	ed Contractor certifies	that to the best of the Contractor	or's knowledge, information
Application is m Continuation Sho	ade for payment, as shown below, in coreet, AIA Document G703, is attached.	nnection with the Co		with the Contra which previous	act Documents, that a	Application for Payment has be ill amounts have been paid by tent were issued and payments re now due.	he Contractor for Work for
	BY CHANGE ORDERS			CONTRACTOR:			
	JM TO DATE (Line 1 ± 2)			Ву:		Date	e: <u>2/18/2009</u>
	ETED & STORED TO DATE (Column G			State of: Texas			
5. RETAINAGE:				County of: Harr	ris		
a. <u>0</u> % o	f Completed Work				sworn to before		
•	O + E on G703)	\$	0.00	me this	day of		
	f Stored Material	ф	0.00	Mataur Dublia			
`	F on G703)	\$	0.00	Notary Public: My Commission	n evnirec		
Total Retaina	ge (Lines 5a + 5b or Total in Column I o	of G703)	\$0.00				
6. TOTAL EARNE	D LESS RETAINAGE		\$0.00			ATE FOR PAYMENT	
(Line 4 Le	ess Line 5 Total)			In accordance v	with the Contract Docu	ments, based on on-site observat s to the Owner that to the best of	ions and the data comprising the Architect's knowledge
	JS CERTIFICATES FOR PAYMENT	***********	\$0.00	information an	d belief the Work h	as progressed as indicated, the	quality of the Work is in
	om prior Certificate)	_				ments, and the Contractor is	entitled to payment of the
	MENT DUE		\$ 0.00	AMOUNT CEI			Φ 0 00
	FINISH, INCLUDING RETAINAGE			AMOUNT CERT	rtion if amount cortific	d differs from the amount applied	5 U.UU I Initial all figures on this
(Line 3 les	ss Line 6)	\$	0.00	Application and	d on the Continuation	Sheet that are changed to conform	n with the amount certified.)
CHANGE ORD	ER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITECT:			
Total changes ap	proved in previous months by Owner			Ву:		Date):
Total approved t		\$ 0.00 \$		This Certificate	e is not negotiable. Th	e AMOUNT CERTIFIED is pa	yable only to the Contractor
		\$ 0.00 \$		named herein. I	Issuance, payment and	acceptance of payment are with	out prejudice to any rights of
NET CHANGES	S by Change Order	<u> </u>	0.00	the Owner or C	ontractor under this C	ontract.	

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User Notes:

Phase 2 Smith HRE



Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE: 2, 11/2009

PERIOD TO:

ARCHITECT'S PROJECT NO: N/A

	ARCHITECT S PROJECT NO: N/A								
<u>A</u>	<u>B</u>	С	D	E	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)	MPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NO'F IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(C ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	ADA Ramps and Railing	\$66.061.22	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 3	\$ 0.00	\$ 0.00
2	Sidewalks	\$91,229.00	1	\$ 0.00	\$ 0.00	\$ 0.00	0.00 3		
	Lockers	\$186.870.22			\$ 0.00	\$ 0.00	0.00 %		
4	Landscaping	\$89,704.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %		
5			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %		+
6			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %		
7			\$ 0.00		\$ 0.00	\$ 0.00	0.00 %		
8			\$ 0.00		\$ 0.00	\$ 0.00	0.00 5		
9			\$ 0.00			\$ 0.00	0.00 %		
10			\$ 0.00	 	\$ 0.00	\$ 0.00	0.00 %		
11			\$ 0.00			\$ 0.00	0.00 %		
12			\$ 0.00				0.00 %	\$ 0.00	
13 14			\$ 0.00				0.00 %	\$ 0.00	
15			\$ 0.00		 		0.00 %	\$ 0.00	\$ 0.00
16			\$ 0.00		 		0.00 %	\$ 0.00	
17			\$ 0.00				0.00 %	\$ 0.00	
18			\$ 0.00				0.00 %	\$ 0.00	
19			\$ 0.00				0. 00 %	\$ 0.00	
	GRAND TOTAL		\$ 0.00				0.00 %	\$ 0.00	
	GRAND TOTAL	\$ 433,864.62	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %		
									····

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General Conditions of the Contract for Construction of a Small Project

for the following PROJECT:

(Name and location or address): BISD Smith School - Phase II 4415 Concord Road Beaumont, Texas 77706

THE OWNER:

(Name and address):
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

THE ARCHITECT:

(Name and address): N/A

ARTICLE 1 GENERAL PROVISIONS § 1.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.

§ 1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

§ 1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 1.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier for other projects or for additions to this project outside the scope of the Work without the specific written consent of the Owner and Architect.

ARTICLE 2 OWNER

§ 2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.1.1 If requested by the Contractor, the Owner shall furnish and pay for a survey and a legal description of the site.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ 2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 2.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

§ 2.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- § 2.4.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.
- § 2.4.2 The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.
- § 2.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 3 CONTRACTOR

§ 3.1 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner's Representative.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
- § 3.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Owner's Representative the names of subcontractors or suppliers for each portion of the Work. The Owner's Representative will promptly reply to the Contractor in writing if the Owner or the Owner's Representative, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

§ 3.4 LABOR AND MATERIALS

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- § 3.4.2 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Owner's Representative that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Owner's Representative and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner's Representative in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 3.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Owner's Representative Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 3.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 3.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

§ 3.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 4 OWNER'S REPRESENTATIVE'S ADMINISTRATION OF THE CONTRACT

(Paragraph deleted)

§ 4.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

- § 4.2 The Owner's Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.
- § 4.3 The Owner's Representative will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner's Representative will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

- § 4.4 Based on the Owner's Representative's observations and evaluations of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor.
- § 4.5 The Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.
- § 4.6 The Owner's Representative will promptly review and approve or take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 4.7 The Owner's Representative will promptly interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor,
- § 4.8 Interpretations and decisions of the Owner's Representative will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner's Representative will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
- § 4.9 The Owner's Representative's duties, responsibilities and limits of authority as described in the Contract Documents will not be changed without written consent of the Owner, Contractor and Owner's Representative. Consent shall not be unreasonably withheld.

ARTICLE 5 CHANGES IN THE WORK

- § 5.1 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 5.2 A Change Order shall be a written order to the Contractor signed by the Owner and Owner's Representative to change the Work, Contract Sum or Contract Time.
- § 5.3 The Owner's Representative will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
- § 5.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 6 TIME

- § 6.1 Time limits stated in the Contract Documents are of the essence of the Contract.
- § 6.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as the Owner's Representative may determine.

ARTICLE 7 PAYMENTS AND COMPLETION § 7.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 7.2 APPLICATIONS FOR PAYMENT

§ 7.2.1TContractor shall submit to the Owner's Representative an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data

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substantiating the Contractor's right to payment as the Owner or Owner's Representative may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

(Paragraph deleted)

§ 7.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 7.3 CERTIFICATES FOR PAYMENT

The Owner's Representative will, within five days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner's Representative determines is properly due, or notify the Contractor and Owner in writing of the Owner's Representative's reasons for withholding certification in whole or in part.

§ 7.4 PROGRESS PAYMENTS

- § 7.4.1 After the Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.
- § 7.4.2 The Contractor shall promptly pay each Subcontractor and material supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such entities' portion of the Work.
- § 7.4.3 Neither the Owner nor the Owner's Representative shall have responsibility for the payment of money to a Subcontractor or material supplier.
- § 7.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 7.5 SUBSTANTIAL COMPLETION

- § 7.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- § 7.5.2 When the Work or designated portion thereof is substantially complete, the Owner's Representative will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 7.6 FINAL COMPLETION AND FINAL PAYMENT

- § 7.6.1 Upon receipt of a final Application for Payment, the Owner's Representative will inspect the Work. When the Owner's Representative finds the Work acceptable and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment.
- § 7.6.2 Final payment shall not become due until the Contractor submits to the Owner's Representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.
- § 7.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY

§ 8.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 9 CORRECTION OF WORK

- § 9.1 The Contractor shall promptly correct Work rejected by the Owner's Representative as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.
- § 9.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
- § 9.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 10.2 TESTS AND INSPECTIONS

- § 10.2.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
- § 10.2.2 If the Owner's Representative requires additional testing, the Contractor shall perform these tests.
- § 10.2.3 The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.

§ 10.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the project is located.

ARTICLE 11 TERMINATION OF THE CONTRACT

§ 11.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages.

§ 11.2 TERMINATION BY THE OWNER

- § 11.2.1 The Owner may terminate the Contract if the Contractor:
 - .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.
- § 11.2.2 When any of the above reasons exist, the Owner, after consultation with the Owner's Representative, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:
 - .1 take possession of the site and of all materials thereon owned by the Contractor;
 - .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 11.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 11.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 11.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

Additions and Deletions Report for

 AIA° Document $A205^{\circ}$ – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:15:32 on 02/11/2009.

PAGE 1

BISD Smith School - Phase II 4415 Concord Road Beaumont, Texas 77706

Beaumont Independent School District 3395 Harrison Avenue Beaumont, Texas 77706

<u>N/A</u>

PAGE 2

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.Owner's Representative.

§ 3.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect-Owner's Representative the names of subcontractors or suppliers for each portion of the Work. The Architect-Owner's Representative will promptly reply to the Contractor in writing if the Owner or the Architect, Owner's Representative, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

The Contractor warrants to the Owner and Architect Owner's Representative that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

PAGE 3

§ 3.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Architect Owner's Representative and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect

Owner's Representative in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

The Contractor shall promptly review, approve in writing and submit to the Architect Owner's Representative Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

ARTICLE 4 OWNER'S REPRESENTATIVE'S ADMINISTRATION OF THE CONTRACT ARTICLE 4 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

- § 4.1 The Architect Owner's Representative will provide administration of the Contract as described in the Contract Documents. The Architect Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2 The Architect-Owner's Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.
- § 4.3 The Architect Owner's Representative will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect Owner's Representative will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- § 4.4 Based on the Architect's Owner's Representative's observations and evaluations of the Contractor's Applications for Payment, the Architect-Owner's Representative will review and certify the amounts due the Contractor.
- § 4.5 The Architect Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.
- § 4.6 The Architect Owner's Representative will promptly review and approve or take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 4.7 The Architect Owner's Representative will promptly interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor.
- § 4.8 Interpretations and decisions of the Architect-Owner's Representative will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect-Owner's Representative will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
- § 4.9 The Architect's Owner's Representative's duties, responsibilities and limits of authority as described in the Contract Documents will not be changed without written consent of the Owner, Contractor and Architect. Owner's Representative. Consent shall not be unreasonably withheld.

PAGE 4

- § 5.2 A Change Order shall be a written order to the Contractor signed by the Owner and Architect Owner's Representative to change the Work, Contract Sum or Contract Time.
- § 5.3 The Architect-Owner's Representative will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents.

Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 6.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as the Architect Owner's Representative may determine.

§ 7.2.1TContractor shall submit to the Owner's Representative an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Owner's Representative may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

§ 7.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

PAGE 5

...

The Architect Owner's Representative will, within seven five days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect Owner's Representative determines is properly due, or notify the Contractor and Owner in writing of the Architect's Owner's Representative's reasons for withholding certification in whole or in part.

§ 7.4.1 After the Architect Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 7.4.3 Neither the Owner nor the Architect-Owner's Representative shall have responsibility for the payment of money to a Subcontractor or material supplier.

§ 7.5.2 When the Work or designated portion thereof is substantially complete, the Architect Owner's Representative will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 7.6.1 Upon receipt of a final Application for Payment, the <u>Architect-Owner's Representative</u> will inspect the Work. When the <u>Architect-Owner's Representative</u> finds the Work acceptable and the Contract fully performed, the <u>Architect-Owner's Representative</u> will promptly issue a final Certificate for Payment.

§ 7.6.2 Final payment shall not become due until the Contractor submits to the Architect Owner's Representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

PAGE 6

- § 9.1 The Contractor shall promptly correct Work rejected by the Architect Owner's Representative as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.
- § 10.2.2 If the Architect Owner's Representative requires additional testing, the Contractor shall perform these tests.
- § 11.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, Owner's Representative, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Eric Boutte, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:15:32 on 02/11/2009 under Order No. 1000385824_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A205TM – 1993 - General Conditions of the Contract for Construction of a Small Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Eric South	
(Signed)	
Prosident	
(Title)	
2/19/89	
(Dated)	



Standard Form of Agreement Between Owner and Contractor for a Small Project where the Basis of Payment is a STIPULATED SUM

This AGREEMENT is made: 2/18/2009

BETWEEN the Owner:

Beaumont Independent School District 3395 Harrison Avenue Houston, Texas 77706

and the Contractor:

Healthy Resources Enterprise Inc, General Corporation 530 North Sam Houston Parkway East Suite 300 Houston, Texas 77060

for the following Project:

BISD Smith School - Phase II 4415 Concord Road Beaumont, Texas 77706

The Architect is:

N/A

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

- this Agreement signed by the Owner and Contractor; .1
- .2 AIA Document A205, General Conditions of the Contract for Construction of a Small Project, current edition;

(Paragraphs deleted)

N/A

.4

(Paragraphs deleted)

N/A

- written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
- .6 other documents, if any, identified as follows: Exhibit A- Unit Cost Estimate

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work (Paragraphs deleted)

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

User Notes:

(178080379)

attached in Exhibit A on or before August 7, 2009, subject to adjustment by Change Orders. All work on punch list must be done after school hours. Hard Landscaping is to be Completed before the first day of school and 30 days after school begins, punch list is to be completed. Commencement Date: TBD - Based on the execution of the AIA Contract

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions by Change Order, the Contract Sum is:

Four Hundred Thirty-Three, Eighty Hundred Sixty-Four Dollars and Sixty-Two Cents (\$433,864.62)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work as (Table deleted)

Included herein by Exhibit A.

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§ 3.3 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor as follows:

Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

- 4.1.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.
- **4.1.3** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - a) take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included.
 - add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - add the Contractor's Fee. The Contractor's Fee shall be computed upon the Cost of the Work shall be an amount that bears the same ratio to the Contractor's fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
 - d) subtract the aggregate of previous payments made by the Owner;
- **4.1.4** Except with the Owner's prior approval, payments to Contractor shall be subject to retainage of ten percent (10.0%).
- 4.1.5 Upon Substantial Completion of the entire Work of the Contractor, a sum sufficient to increase the total payments to the Contractor to ninety-five percent (95%) of the Contract Sum, less amounts, if any, for incomplete work and unsettled claims.

- **4.1.6** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - a) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
 - b) a final Certificate for Payment has been issued by the Owner's Representative.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner Representative's final Certificate for Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of Five Percent (5%) per annum Texas Usery Penalty §302.002, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's Liability and other Insurance as follows:

TYPE OF INSURANCE

LIMIT OF LIABILITY

(1) Workers' Compensation Employer's Liability

Statutory Limits \$1,000,000 per accident/\$2,000,000 policy limit

(2) Automobile Liability

\$1,000,000 per person / \$2,000,000 occurrence

(3) Commercial General Liability

Bodily Injury & Property Damage

Combined Primary & Excess Liability

\$1,000,000 per occurrence \$2,000,000 aggregate

Premises and Operations

Contractor's Protective Liability

Products Liability/Completed Operations Liability – two (2) years from date of final acceptance by Owner

Contractual Liability

XCU Coverage

Personal Injury and Advertising Injury

(Table deleted)

§ 5.2 The Owner shall provide Owner's Liability and Owner's Property Insurance as follows: (Insert specific insurance furnished by the Owner.)

Type of insurance

Limit of liability (\$ 0.00)

- § 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 3.12 of AIA Document A205, General Conditions of the Contract for Construction of Small Projects.
- § 5.4 Certificates of insurance shall be provided by each party showing their respective coverages prior to commencement of the Work.

ARTICLE 6 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

(178080379)

6.1 Owner's Representative. John Elamad, P.E., ECM, Inc

6.2 Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

If to Owner:

Beaumont Independent School District

Attn.:

Dr. Carrol A. Thomas, Superintendent of Schools

Address:

3395 Harrison Avenue Beaumont, Texas 77706

Telephone:

409-617-5000

With copy to:

If to Contractor:

Healthy Resources Enterprise Inc

Attn.:

Eric Boutte, President

Address:

530 North Sam Houston Parkway East, Ste. 300,

Houston, Texas 77060

Telephone:

713-673-8440

Note: Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

- **6.3** Authorization. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- 6.4 Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other extraordinary adverse weather that the affected party could not have anticipated), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees not due to an act, omission, or oversight by the party claiming such Force Majeure situation.

In the event of a Force Majeure, the party claiming such an event bears the burden of proving same. Where such is proven by a court of competent jurisdiction, the obligations of Contractor to perform the Services under this Agreement shall be suspended for the duration of the event of Force Majeure and to the extent that Contractor is unable to make up any of the days lost due to the Force Majeure, the schedule shall be extended by a like number of days as the event of Force Majeure.

This Agreement entered into as of the day and year first written above. (If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

Dr. Carrol A. Thomas, Superintendent of Schools

(Printed name and title)

CONTRACTOR (Signature)

Eric Boutte, President

(Printed name and title)

LICENSE NO.: JURISDICTION:

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AIA[®] Document A105[™] – 1993

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PAGE 1

This **AGREEMENT** is made: (Date)2/18/2009

Beaumont Independent School District 3395 Harrison Avenue Houston, Texas 77706

and the Contractor:

Healthy Resources Enterprise Inc, General Corporation 530 North Sam Houston Parkway East Suite 300 Houston, Texas 77060

BISD Smith School - Phase II 4415 Concord Road Beaumont, Texas 77706

<u>N/A</u>

The Owner and Contractor agree as follows.

EXHIBIT 8

ECM

A complete Engineering & Construction Management Company

4639 Gulf Starr Drive;

Destin, Florida 32541

tel: (850) 837-7454

fax: (850) 654-2000

DATE:

June 5, 2009

TO:

Dr. Carrol Thomas, BISD Superintendent

Ms. Jane Kingsley, BISD CFO Mr. Llovd Broussard, HRE, Inc

FROM:

John H. Elamad, P.E., CGC, CEO

RE:

Smith Middle School- Change Order for Additional Work

Attached please find the following:

- 1- HRE Request for Information RFI1 (2) for the sewer line replacement at a cost of \$27,200.00
- 2- HRE Request for Information RFI 12 for the replacement of the grease trap at a cost of \$60,648.50
- 3- Bids for replacement of Sewer Line, replacement of Grease Trap, and Acid Tank removal. Bids were submitted by T. Johnson Industries at a total cost of \$42,910.00.

Based on discussions from previous meetings, it was concluded that BISD should self perform specific construction activities as long as the work will not interfere with HRE's schedule and the work BISD performs will result in a substantial cost savings to BISD. Accordingly, it is our recommendations that BISD approves the Bids from T. Johnson which will result in a minimum savings of \$44,938.50.

It should be noted that by approving the bids from T. Johnson, the total change order amount will be applied toward the Contingency Funds allocated in HRE's contract.

Upon approval, please sign below where indicated

Approved By:

r. Carrol Thomas, BISD Superintendent

EXHIBIT 9

P.O. BOX 672
BEAUMONT, TEXAS 77704
CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A. Atlanta, Dekalb County, Georgie

VOID AFTER 90 DAYS

64-1278/611 GANO. 553688

DATE CHECK NUMBER 3/05/09 553688

CHECK AMOUNT \$2,641,261.65

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

Exactly Two Million Six Hundred Forty One Thousand Two Hundred Sixty One

TO THE ORDER OF

PAY

HEALTHY RESOURCES ENTERPRISES 530 N SAM HOUSTON PARKWAY SUITE 300 100USTON TX 77060

553688#

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DATE **CHECK NUMBER** 4/09/09 555012

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

Exactly One Million Six Hundred Twenty

Two Thousand Nine Hundred Seven Dollars

TO THE ORDER OF

FEDERAL RESERVE BOARD OF GOVERNORS REG. C.C.

PAY

HEALTHY RESOURCES ENTERPRISES 530 N SAM HOUSTON PARKWAY SUITE 300 COUSTON TX 22050

CHECK AMOUNT \$1,622,907.31

#555012#

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DATE CHECK NUMBER 5/14/09 556555

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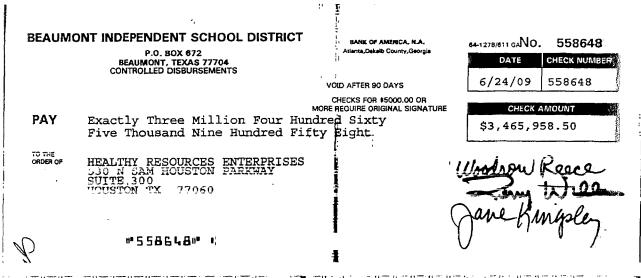
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DATE CHECK NUMBER 6/25/09 558753

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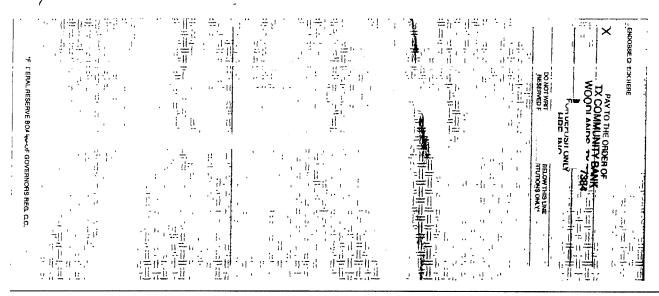
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PAY.

HEALTHY RESOURCES ENTERPRISES 530 N SAM HOUSTON PARKWAY SUITE 300 HOUSTON TX 77060

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BANK OF AMERICA, N.A. Atlanta, Dakalb County, Georgia 64-1278/611 GANO. 560713

DATE CHECK NUMBER 9/10/09 560713

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

Exactly Four Hundred Five Thousand Four Hundred Seven Dollars and Thirty One

ORDER OF

PAY

HEALTHY RESOURCES ENTERPRISES 530 N SAM HOUSTON PARKWAY SUITE 300 HOUSTON TX 77060

CHECK AMOUNT \$405,407.31

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BANK OF AMERICA, N.A. Atlanta, Dekalb County, Georgia 844-1228/611 GANO.

562200

DATE 10/09/09

CHECK NUMBER 562200

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

Exactly Six Hundred Twenty Four Thousand Nine Hundred Thirteen Dollars and

OHUMN OF

PAY

HEALTHY RESOURCES ENTERPRISES 530 N SAM HOUSTON PARKWAY SUITE 300 HOUSTON TX 77060

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Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account:Number Issue Date	Amount
No		No	10/13/2009		624913.13
	562200				

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A. Atlante, Dekalb County, Georgia

64-1278/611 GANO. 563787

CHECK NUMBER DATE 11/12/09 563787

CHECK AMOUNT

\$1,196,674.80

VOID AFTER 90 DAYS

CHECKS FOR \$5000,00 OR MORE REQUIRE ORIGINAL SIGNATURE

Exactly One Million One Hundred Ninty Six Thousand Six Hundred Seventy Four

ORDER OF

PAY

HEALTHY RESOURCES ENTERPRISES 530 N SAM HOUSTON PARKWAY SUITE 300 HOUSTON TX 77060

Ø

#563787#

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Tag	Serial Number	Note Payee Name	ltem Date Volume ID	Account Number Issue Date	Amount
No		No	11/17/2009		1196674.80

BEAUMONT	INDEPENDENT	SCHOOL DISTRICT

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A. Attenta Dekalo County, Georgie 54-1278/611 GANO. 566399

DATE CHECK NUMBER 1/14/10 | 566399

CHECK AMOUNT

\$2,149,043.29

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR. MORE REQUIRE ORIGINAL SIGNATU病症

Exactly Two Million One Hundred Forty Nine Thousand Forty Three Dollars and

TO THE

PAY

HEALTHY RESOURCES ENTERPRISES 530 N SAM HOUSTON PARKWAY EUITE 300 HOUSTON TX 77060

#566399#

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Kasab Jybagas.	.; =.5 	PAYTOTHE TX COMMUNITY TX COMMU	Brown water and a contract
OF GOVERNORS REG CC		TOWN BANK	

Tag	Serial Number	Note Payee Name	item Date Volume ID	Account Number Issue Date	Amount
No		No	U1/21/2010		2149043.29

EXHIBIT 10



TO:	HRE	FROM: ECM					
FAX:	713-673-8412	PA	PAGES: 9 including cover				
PHON	E: 713-673-8440	DA	TE: 4/22/2009	•			
RE:	RFI	CC:					
□ Urge	nt 🔲 For Review	☐ Please Comment	☐ Please Reply	☐ Please Recycle			
Comm	nents:						
Llovd.							

Here are BISD decisions from our meeting with Dr. Thomas on 4/21/09 regarding RFI's 1,2,3,4,5,10,11,12. I will be hand delivering signed documents to Shane at the jobsite trailer and also a copy to Ms. Kingsley today.

Thank you

Greg Davis Project Manager ECM



HEALTHY RESOURCES ENTERPRISE, INC.

NAGEMENT • ENGINEERING • CONSTRUCTION • EMERGENCY SERVICES

530 N SAM HOUSTON PARKWAY EAST, SUITE 300 HOUSTON, TEXAS 77060 P.713.673.8440 F.713.673.8412 www.hre-inc.com

loquest for information

Proie	ct#:	bisd	-sms-2009
-------	------	------	-----------

Date Resolved:

Project Name: Smith Middle School

RFI#:001

Subject: Sanitary Sewer

Drawing No.:

Detail No.:

SPEC Section:

Other Ref. No.:

Primary Responder: ECM

CC:

From: Robert Mann - BISD

Date of Request: 3-21-09

Reason for Request: Identified Sanitary Sewer for repair

Probable Cost Effect: \$1200.00 for scope and probe. To remove and replace 400 ft. of existing piping @

\$65.00 per ft = \$26,000.00. \$1200.00 + \$26,000.00 = \$27,200.00

Probable Time Effect:

Priority: Low or High

Information Requested:

Sanitary Sewer collapsed has been identified for repair in courtyard area. This work has been identified as being outside the original scope and District authorization (Change order approval) is required to address this issue. HRE will scope and probe indicated area once approved and forward to Engineering for further instruction then repair.

Recommendation:

BISD decision 4/21/09: BISD will self perform without conflict with HRE schedule

Authorized Signature:

Printed Name & Title:

ECM PROJECT MANAGER

Date:



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equest for information

Project#: bisd -sms-2009

Project Name: Smith Middle School

Date Resolved:

RFI#: 002

Subject: Roof Hatch

Drawing No.:

SPEC Section:

Detail No.:

Other Ref. No.:

Primary Responder: ECM

CC:

From: Robert Mann Date of Request: 3-21-09

Reason for Request: Roof access

Probable Cost Effect: 4 Mechanical Rooms roof hatch and ladders @ \$15,600 = \$62,400.00

Probable Time Effect: Priority: Low or High

Information Requested:

Roof access and hatch has been requested in proposed Mechanical Rooms with ladders. District

authorization (Change order approval) is required to address this issue.

Recommendation:

BISD decision 4/21/09: HRE is responsible for the Design and Installation of the Roof System to comply with all applicable codes including Roof Access Requirements. Such hatches should have included in the design and to be places somewhere to provide code required access to maintain the roof. BISD expects a roof structure with access hatches installed as part of the original contract.

Authorized Signature:

Printed Name & Title: 64E6 DAVIS PROJECT MANAGER ECM



HEALTHY RESOURCES ENTERPRISE, INC.

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530 N SAM HOUSTON PARKWAY EAST, SUITE 300 HOUSTON, TEXAS 77060 P.713.673.8440 F.713.673.8412 www.hre-inc.com

Request For Information

Proi	ect#:	bisd	-sms-2009

Project Name: Smith Middle School

Date Resolved:

RFI#: 003

Subject: Existing Mechanical Room Roof and Siding replacement

Drawing No.:

SPEC Section:

Detail No.:

Other Ref. No.:

Primary Responder: ECM

CC:

From: Shane Polhman Date of Request: 3-21-09

Reason for Request: Mechanical Room roof repair and siding replacement

Probable Cost Effect: \$ 125,000.00

Probable Time Effect: Priority: Low or High

Information Requested:

Roof of current mechanical room is damaged and authorization is needed for repair of existing

roof and siding.

Recommendation:

Replace existing roof of mechanical room to prevent any additional damage to existing or future damage to new equipment.

BISD decision 4/21/09: The scope of work was well defined prior to execution of contract,. The repairs were documented and should have been included in the original contract.

Authorized Signature:

Printed Name & Title: GRES, DANS PROJECT MANAGER ECM



HEALTHY RESOURCES ENTERPRISE, INC

NAGEMENT . ENGINEERING . CONSTRUCTION . EMERGENCY SERVICES

530 N Sam Houston Parkway East, Suite 300 Houston, Texas 77060 P.713.673.8440 F.713.673.8412 www.hre-inc.com

Request for information

Project#: bisd -sms-2009

Project Name: Smith Middle School

Date Resolved:

RFI#: 004

Subject: Reading Room & Boys Gym

Drawing No.: SPEC Section:

Detail No.:

Other Ref. No.:

Primary Responder: ECM- Greg Davis

CC: Eric Boutte, Lloyd Broussard, Roger Banks, BISD

From: Shane Polhman

Date of Request: 3-21-09

Reason for Request: Reading Room & Boys Gym

Probable Cost Effect: \$285,00.00

Probable Time Effect: Priority: Low or High

Information Requested:

Reading Room and Boy's Gym has existing 2 pipe system. In making provisions to accommodate a 4 pipe system in reading room and air handlers in boy's gym which is outside of the original scope. District authorization (Change order approval) is required to address this issue.

Recommendation:

Address issue now to avoid district paying additional mobilization and design cost in the future.

BISD decision 4/21/09: The gym should be considered a part of the original contract. The work associated with the reading room should be separated and resubmitted on its own RFI with supporting documents. One scenario should be tying the reading room into the main HVAC system and another with the reading room standing alone. This will allow BISD to obtain an independent comparative bid for cost analysis.

Authorized Signature:

sky or

Printed Name & Title: GREG DAN

PROJECT MANAGER ECA

4/22/09



HEALTHY RESOURCES ENTERPRISE. INC.

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530 N SAM HOUSTON PARKWAY EAST, SUITE 300 HOUSTON, TEXAS 77060 P.713.673.8440 F.713.673,8412 www.hre-inc.com

Beausst For Information

Project#: bisd -sms-2009

Project Name: Smith Middle School

Date Resolved:

RFI#: 005

Subject: Supporting Beams

Drawing No.:

SPEC Section:

Detail No .:

Other Ref. No.:

Primary Responder: ECM- Greg Davis

CC: Eric Boutte, Lloyd Broussard, Roger Banks, BISD

From: Shane Polhman Date of Request: 3-21-09

Reason for Request: Supporting Beams & Joist repair in Cafeteria

Probable Cost Effect: Total Cost for the CO is \$94,000.00

Probable Time Effect:

Priority: Low or High: HIGH

Information Requested:

HRE's requesting approval for this Change Order to install 1/2" steel plating sistering the supporting beams to support the existing roof in cafeteria and Teachers Lounge for the additional weight gained by installing the new 4-pipe chill water cooling/heating system being installed. District authorization (Change order approval) is required to address this issue.

Recommendation:

BISD decision 4/21/09: All roof structure was exposed and scope of work related to structural repairs were identified and known prior to contract. BISD approved an increase in Contract for \$250,000 to accommodate all structural roof repairs and to cover all expenses associated with roof framing.

Authorized Signature:

Printed Name & Title:

GREE DAVIS PROJECT MANAGER



HEALTHY RESOURCES ENTERPRISE, INC. CONSULTING • ENGINEERING • TESTING • MANAGEMENT

9009 NORTH LOOP EAST, SUITE 158, HOUSTON, TEXAS 77029 PH 713-673-8440, FX 713-673-8412, WWW.HRE-INC.COM

uest fer infermation

Project#:

Smith

Date Resolved:

Project Name: Smith BISD

RFI#: 0010

Subject: HVAC

Drawing No.:

Detail No.:

SPEC Section:

Other Ref. No.:

Primary Responder: Greg Davis

CC: Lloyd Broussard, Eric Boutte, Roger Banks, Alcide Boutte, Shane Pohlman

From: HRE

Date of Request: 04-07-09

Reason for Request: Change in HVAC guidelines

Probable Cost Effect: 145,000.00

Probable Time Effect: Priority: Low or High

Information Requested:

HRE has identified Change in Equipment based on revised BISD HVAC guidelines.

Projected cost change \$145,000.00

Recommendation:

BISD decision 4/21/09: Ms. Kingsley and Dr. Thomas has requested a detailed breakdown itemizing the cost for increased price of the equipment (vender cost, labor, HRE markup) to properly review and decide on the status of the Change Order. Also provide supporting documents related to the Revised BISD design guideline compared to original bid base on original BISD Guidelines.

Authorized Signature:

Printed Name & Title: GREF DAUS PROJECT NAMESER

Date:



HEALTHY RESOURCES ENTERPRISE, INC. CONSULTING ◆ ENGINEERING ◆ TESTING ◆ MANAGEMENT

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For Information

Project#:

Smith

Project Name: Smith BISD

Date Resolved:

RFI#: 0011

Subject: HVAC Controls

Drawing No.:

SPEC Section:

Detail No.:

Other Ref. No.:

Primary Responder: Greg Davis

CC: Lloyd Broussard, Eric Boutte, Roger Banks, Alcide Boutte, Shane Pohlman

From: HRE

Date of Request: 04-07-09

Reason for Request: Change in Control Equipment

Probable Cost Effect: 110,000.00

Probable Time Effect: Priority: Low or High

Information Requested:

HRE has identified Change in Equipment based on revised BISD HVAC guidelines.

Change in Control Equipment to UES.

Recommendation:

BISD decision 4/21/09: Mr. Mann's position of BISD is that No substitution of the previously installed Automated Logic System will be allowed. BISD requests matching existing system with like product. Mr. Mann voiced concerns with other products that is installed at other School Districts which is not working properly. The Control System should not be considered a change order. BISD is requesting Specs to be submitted for the Automated Logic product only.

Printed Name & Title:

LEG. DAMS PROJECT MANAGER ECM

Date:



HEALTHY RESOURCES ENTERPRISE, INC. CONSULTING • ENGINEERING • TESTING • MANAGEMENT

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uest for information

Project#:

Smith

Project Name: Smith BISD

Date Resolved:

RFI#: 0012

Subject: Kitchen/Plumbing

Drawing No.:

SPEC Section:

Detail No.:

Other Ref. No.:

Primary Responder: Greg Davis

CC: Lloyd Broussard, Eric Boutte, Roger Banks, Alcide Boutte, Shane Pohlman

From: HRE

Date of Request: 04-20-09

Reason for Request: Change in Scope in Cafeteria/Kitchen

Probable Cost Effect: 60,648.50

Probable Time Effect: Priority: Low or High

Information Requested:

HRE has identified Change in Equipment based on code requirements.

Change for grease interceptor in place and plumbing into building.

Recommendation:

BISD decision 4/21/09: According to BISD protocols to review any change order, a detailed breakdown and backup supporting documents of costs itemizing the expense is required. Please resubmit the supporting documents. BISD will also solicit an outside bid for a comparative cost analysis.

Authorized Signature:

Printed Name & Title:

GREG DAVIS PROJECT MANAGER

EXHIBIT 11

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS

BANK OF AMERICA DALLAS, TX

VOID AFTER 90 DAYS

32-2/1110 TX NO. 553272

DATE	CHECK NUMBER				
2/26/09	553272				

PAY

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE Exactly Fifty Five Thousand Seventy

Dollars and Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

CHECK AMOUNT \$55,070.00

NON-NEGOTIABLE

Detach and Retain

BEAUMONT INDEPENDENT SCHOOL DISTRICT

			BEAUMONT, TEXAS				No.	553272	
Description	on		Invoi	ce .	P/O #	Amount	Disc	P	aid
INTERNATIONAL DESIGN & 199.81.6625.86.043.9.99.877			10269		801049 16,050.00				
INTERNATIONAL DESIGN & 199.81.6625.86.042.9.99.877			INVOI 10270	CE TOTAL	801082 \	16,050.00 39,020.00	✓	16,05	0.00
Vendor	33616	Voucher	INVOI0	CE TOTAL 2/26/09	553272	39,020.00 Check Total	L .	39,02 55,07	



BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS



REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket purc	hase order
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCR	IBED ON THE TICKET OR
INVOICE ATTACHED!	
Sign your name and "OK TO PAY" on each invoice	
Be sure the purchase order number is on each invoice(s)	
Have the director/principal sign at the bottom of this form	
Forward To Jane Kingsley's office, Administration Building	
	pecial ann
TODAY'S DATE 2/23 09	2/26/09
V-336/6 International	Deign (ECM)
BLANKET PO NUMBER 201082	?
ACCOUNT NUMBER	
AMOUNT TO PAY 39,020°2	
LOCATION	,
ROUTING:	(lmith)
Principal/Director	
Asst. Superintendent	ls .
Purchasing Agent	
Accounts Payable	
Blanket PO form updated 11-5-200 PRCHASING ACENT 2/23/2009	special run



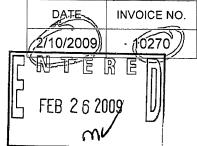
4639 Gulf Starr Drive ● Destin, Florida 32541 ● email: elamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.654.2000

V-16024

Weld change name

INVOICE

\$39,020.00



BILL TO

AT 1.5% MONTHLY

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES

PROJECT NUMBER

TOTAL

	SMITH MIDDL 09-0				
ITEM	FOR SERVICES RENDERE	ED	AMOUN	T	
SECS	AS PER CONTRACT: SERVICES FROM JANUA FEBRUARY 13, 2009. CONSULTING ENGINEE CONTRACT ADMINISTRATION, AND CONSTRUMANAGEMENT SERVICES FOR THE HURRICA REPAIRS TO THE SMITH MIDDLE SCHOOL LC BEAUMONT, TEXAS.	RING SERVICES, UCTION ANE IKE DAMAGE	36,000.0)0	
TRAVEL	RECE FEB 1 ACCTS. F	82009	3,020.0	00	

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

VOID AFTER 90 DAYS CHECKS FOR \$5000.00 OR 32-2/1110 TX No.

554164

DATE CHECK NUMBER 554164

3/13/09

PAY

MORE REQUIRE ORIGINAL SIGNATURE Exactly Forty Four Thousand Six Hundred Seventy Seven Dollars and Zero Cents

CHECK AMOUNT \$44,677.00

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTIABLE



Detach and Retain	BEAUMONT INDEPENDEN BEAUMONT,	•	No. 554164
Description	Invoice	P/O # Amount Disc	Paid
INTERNATIONAL DESIGN & 199.81.6625.86.043.9.99.877	10286	13,071.00	
INTERNATIONAL DESIGN & 199.81.6625.86.042.9.99.877	INVOICE TOTAL 10287	31,606.00 13 ,071.00	13,071.00
Vendor 33616 Voucher	INVOICE TOTAL 00319 3/13/09	31,606.00 554164 Check Total	31,606.00 44,677.00

REVISED 11/5/2007

2/23/2009

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST				
Please attach the invoice(s) to be paid against the blanket purchase order					
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE	TICKET OR				
INVOICE ATTACHED!	1000 - T				
Sign your name and "OK TO PAY" on each invoice					
Be sure the purchase order number is on each invoice(s)					
 Have the director/principal sign at the bottom of this form 					
Forward To Jane Kingsley's office, Administration Building					
TODAY'S DATE 3/9/09					
VENDOR'S NAME International Design BLANKET PO NUMBER 801082 (Sm	(Ecm)				
BLANKET PO NUMBER 801082 (Sm	ich)				
ACCOUNT NUMBER	The state of the s				
AMOUNT TO PAY					
LOCATION					
ROUTING:					
Principal/Director Canal					
Asst. Superintendent	***************************************				
Purchasing Agent					
Accounts Payable (VVV)					
Blanket PO form updated 11-5-2007					

4639 Gulf Starr Drive . Destin, Florida 32541 . email: elamad@pht.net . Telephone: 850,837,7454 . Fax: 850,634,2000

8506542000

INVOICE

DATE	INVOICE NO.	
3/9/2009	10287	

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706 Do androys

P.O.801082

	PROJECT NUMBER
SMITH MIDDL	09-01-110.827

ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	AS PER CONTRACT: SERVICES FROM FEBRUARY 14, 2009 THROUGH MARCH 8, 2009. CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS.	27,870.00
TRAVEL	TRAVEL EXPENSES NTERE MAR 12 2009 Land	3,736.00
PAYMENT D AT 1.5% MO	UE AT TIME OF SERVICES - INTEREST ACCRUES TOTAL	\$31,606,00

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

VOID AFTER 90 DAYS CHECKS FOR \$5000.00 OR 32-2/1110 TX NO.

555294

DATE CHECK NUMBER

4/17/09 555294

CHECK AMOUNT

\$41,309.00

PAY

MORE REQUIRE ORIGINAL SIGNATURE Exactly Forty One Thousand Three Hundred Nine Dollars and Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTIABLE



Detach and Retain

BEAUMONT INDEPENDENT SCHOOL DISTRICT

				BEAUMONT,	TEXAS			No.	555294
Descripti	.on		Invoi	ce	P/O #	Amount	Disc	F	aid
	ONAL DESIGN 25.86.042.9		10310		801082	29,909.00			
	ONAL DESIGN 25.86.043.9		INVOI0 10311	CE TOTAL	801049	29,909.00	/	29,90	9.00
Vendor	33616	Voucher	INVOI0 00416	CE TOTAL 4/17/09	555294	11,400.00 Check Tota	 1	11,40 41,30	

REVISED 11/5/2007

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST
 Please attach the invoice(s) to be paid against the blanket purchase order 	
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON TH	E TICKET OR
INVOICE ATTACHED!	
 Sign your name and "OK TO PAY" on each invoice 	
 Be sure the purchase order number is on each invoice(s) 	
 Have the director/principal sign at the bottom of this form 	
 Forward To Jane Kingsley's office, Administration Building 	
TODAY'S DATE 4/7/09	***************************************
VENDOR'S NAME _ dotternational Design	n (Ecm)
BLANKET PO NUMBER 801082	
ACCOUNT NUMBER	July July
AMOUNT TO PAY	- pull
LOCATION	July her
ROUTING:	
Principal/Director	
Asst. Superintendent	
Purchasing Agent	
Accounts Payable APR	
Blanket PO form updated 11-5=2007HASING AGENTS	



4639 Gulf Star Drive ● Destin, Florida 32541 ● cmail: clamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.654.2000

INVOICE

DATE	INVOICE NO.
4/7/2009	10310

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

	801082	PROJECT NUMBER
ĺ	SMITH MIDDL	09-01-110.827

	OWN TT WILDUE	01-110.021	
ITEM	FOR SERVICES RENDERED		
PROG	AS PER CONTRACT: SERVICES FROM MARCH 9, 2009 THROUGH APRIL 7, 2009. CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS.	27,800.00	
TRAVEL	TRAVEL AND PROJECT EXPENSES	2,109.00	
	RECEIVED		
	APR -7 2009		
	CHIEF FINANCIAL OFFICER		

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$29,909.00



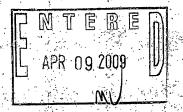


Write Checkto: International

DATE	INVOICE NO
4/7/2009	10310

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



			SMITH MIDDL.	09-01-110.827
ITEM	E	FOR SERVICES RENDERE	ED .	AMOUNT
PROG	THROUGH APRIL 7, 2 SERVICES, CONTRAI MANAGEMENT SERV	SERVICES FROM MARC 2009: CONSULTING ENG CT ADMINISTRATION, AN VICES FOR THE HURRICA	INEERING ND CONSTRUCTION NE IKE DAMAGE	27,800,00
TRAVĒL	REPAIRS TO THE SM BEAUMONT, TEXAS. TRAVEL AND PROJE		DCATED IN	2,109.00
			1 may 1	
PAYMENT DUE A AT 1.5% MONTHI		- INTEREST ACCRUES	TOTAL	\$29.909.00

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO.

DATE

556569 **CHECK NUMBER**

5/14/09

556569

PAY

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

VOID AFTER 90 DAYS

Exactly Forty One Thousand Seven Hundred

Dollars and Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

CHECK AMOUNT \$41,700.00

NON-NEGOTIABLE

P	
Detach	and Retain

BEAUMONT INDEPENDENT SCHOOL DISTRICT

) Dottom und				BEAUMONT	TEXAS			No.	5565	69
Descripti	.on		Invoi	ce	P/O #	Amount	Disc	·	Paid	
	ONAL DESI 25.86.043		10327		801049	11,100.00				
	ONAL DESI 25.86.042		INVOI 10328	CE TOTAL	801082	30,600.00	V	11,10	00.00	
Vendor	33616	Voucher	INVOI 00514	CE TOTAL 5/14/09	556569	30,600.00 Check Total	 l	30,60 41,70		:

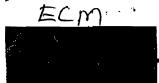
REVISED 11/5/2007

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST
 Please attach the invoice(s) to be paid against the blanket purchase order 	·
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON TH	E TICKET OR
INVOICE ATTACHED!	
 Sign your name and "OK TO PAY" on each invoice 	
 Be sure the purchase order number is on each invoice(s) 	
 Have the director/principal sign at the bottom of this form 	William to the state of
 Forward To Jane Kingsley's office, Administration Building 	
TODAY'S DATE	
VENDOR'S NAME International design	S (ECM)
BLANKET PO NUMBER 80108Z	
ACCOUNT NUMBER	<u> </u>
AMOUNT TO PAY \$30,600 &	nith MS)
LOCATION_	
ROUTING:)514
Principal/Director	/
Asst. Superintendent	
Purchasing Agent	
Accounts Payable	

Blanket PO form updated 11-5-2007 4/29/2009



4639 Gulf Start Drive ● Destin, Florida 32541 ● email: clamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.654.2000

INVOICE

Windson's L DATE INVOICE NO. 5/8/2009 10328

BILL TO

AT 1.5% MONTHLY

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

> PROJECT NUMBER SMITH MIDDL... 09-01-110.827

ITEM	FOR SERVICES RENDERED	THUOMA
PROG	AS PER CONTRACT: SERVICES FROM APRIL 8, 2009 THROUGH MAY 8, 2009. CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS.	29,500.00
TRAVEL	TRAVEL TIME AND EXPENSES RECEIVED	1,100.00
	MAY 1 1 ZUUY CHIEF FINANCIAL OFFICER	
PAYMENT DU	E AT TIME OF SERVICES - INTEREST ACCRUES TOTAL	\$30,600.00

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO.

558119

DATE **CHECK NUMBER** 6/18/09 558119

CHECK AMOUNT

\$44,000.00

CHECKS FOR \$5000.00 OR

MORE REQUIRE ORIGINAL SIGNATURE Exactly Forty Four Thousand Dollars and

VOID AFTER 90 DAYS

Zero Cents

TO THE ORDER OF

PAY

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTIABLE

Detach and Retain

BEAUMONT INDEPENDENT SCHOOL DISTRICT

No. 558119 BEAUMONT, TEXAS Description Invoice P/O # Amount Disc Paid INTERNATIONAL DESIGN & 10345 801082 199.81.6625.86.042.9.99.877 32,000.00 INVOICE TOTAL 32,000.00 32,000.00 INTERNATIONAL DESIGN & 10346 801049 199.81.6625.86.043.9.99.877 12,000.00 INVOICE TOTAL 12,000.00 12,000.00 Vendor 33616 00618 6/18/09 Voucher 558119 Check Total 44,000.00

REVIŠED 11/5/2007

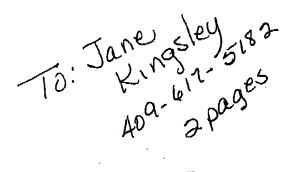
BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket purch	ase order
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRI	BED ON THE TICKET OR
INVOICE ATTACHED	
Sign your name and "OK TO PAY" on each invoice	1
Be sure the purchase order number is on each invoice(s)	
Have the director/principal sign at the bottom of this form	
Forward To Jane Kingsley's office, Administration Building	-
TODAY'S DATE6/8/09	· · · · · · · · · · · · · · · · · · ·
VENDOR'S NAMEfnternational	Design (ECN
BLANKET PO NUMBER801082	
ACCOUNT NUMBER	
AMOUNT TO PAY $32,000$	
LOCATION	
ROUTING:	
Principal/Director	
Asst. Superintendent	
Purchasing Agent	
Accounts Payable	
Blanket PO form updated 11-5-2007 6/8/2009	



4639 Gulf Start Drive ● Destin, Florida 32541 ● amail: elamad@gal.net ● Telephone: 850.837.7454 ● Fax: 850.654.2000



INVOICE

DATE	INVOICE NO.
6/8/2009	10345

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

> 801082 PROJECT NUMBER SMITH MIDDL.. 09-01-110.827

ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	AS PER CONTRACT: SERVICES FROM MAY 9, 2009 THROUGH JUNE 8, 2009. CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS.	29,000.00
TRAVEL	TRAVEL TIME AND EXPENSES RECEIVED JUN - 8 2009 CHIEF FINANCIAL OFFICER	3,000.00
PAYMENT DU	E AT TIME OF SERVICES - INTEREST ACCRUES TOTAL	\$32,000,00

AT 1.5% MONTHLY

\$32,000.00

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX ·

VOID AFTER 90 DAYS

32-2/1110 TX NO. 559110

DATE **CHECK NUMBER**

7/22/09 559110

CHECK AMOUNT

\$40,000.00

PAY

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE Exactly Forty Thousand Dollars and Zero

Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE

DESTIN FL 32541

NON-NEGOTIABLE

Detach and Retain

BEAUMONT INDEPENDENT SCHOOL DISTRICT

No. 559110 **BEAUMONT, TEXAS** Description Invoice P/O # Amount Disc Paid INTERNATIONAL DESIGN & 10354 801082 199.81.6625.86.042.9.99.877 30,000.00 INVOICE TOTAL 6,000.00 30,000.00 INTERNATIONAL DESIGN & 10355 801049 199.81.6625.86.043.9.99.877 10,000.00 INVOICE TOTAL 10,000.00 10,000.00 Vendor 33616 Voucher 60723 7/22/09 559110 Check Total 40,000.00

REVISED 11/5/2007

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS		CHECKLIST				
• Please attach the invoice(s	Please attach the invoice(s) to be paid against the blanket purchase order					
BE SURE THE ITEMS YO	BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR					
INVOICE ATTACHED!	INVOICE ATTACHED!					
Sign your name and "OK TO	PAY" on each invoice	<u></u>				
Be sure the purchase order	r number is on each invoice(s)					
Have the director/principal	ıl sign at the bottom of this form					
Forward To Jane Kingsley's	office, Administration Building					
distance is contracted place to some 110, 10, 10, 10, 10, 100 and 100						
TODAY'S DATE	7/20/09					
VENDOR'S NAME	ECM (Interno	apsign)				
BLANKET PO NUMBER _	801082					
ACCOUNT NUMBER	\$ 30,000	(Smith)				
AMOUNT TO PAY						
LOCATION		10723				
ROUTING:						
Principal/Director						
Asst. Superintendent						
Purchasing Agent	KINIZIT					
Accounts Payable	460					
Blanket PO form updated 11-5-2007 7/20/2009						



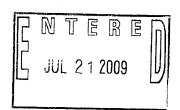
4639 Gulf Starr Drive ● Destin, Florida 32541 ● email: elamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.654.2000

7/21/09 Copper Thomas INVOICE

DATE	INVOICE NO.
6/23/2009	10354

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



P.O. 801082

Smith	PROJECT NUMBER
MARTIN LUTH	08-12-110.821

ITEM	MARTIN LUTH 08-1	2-110.821			
PROG	FOR SERVICES RENDERED				
i NOG	AS PER CONTRACT: SERVICES FROM JUNE 9, 2009 THROUGH JULY 8, 2009. CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS.	27,500.00			
TRAVEL	TRAVEL TIME AND EXPENSES	2,500.00			

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$30,000.00

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

VOID AFTER 90 DAYS

32-2/1110 TX NO.

559791

DATE **CHECK NUMBER** 8/13/09 559791

CHECK AMOUNT

PAY

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE Exactly Forty Four Thousand Six Hundred

Dollars and Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

\$44,600.00

NON-NEGOTIABLE



Detach and Retain			BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS				No.	559791	
Descripti	lon		Invoi	се	P/O #	Amount	Disc	P	aid
	ONAL DESIGN 525.86.043.9	•	10379		801049	12,100.00			
	ONAL DESIGN 525.86.042.9		INVOI0 10380	CE TOTAL	801082	12,100.00		12,10	0.00
Vendor	33616	Voucher	INVOI0	CE TOTAL 8/13/09	 559791	32,500.00 Check Total	 L	32,50 44,60	

REVISED 11/5/2007

7/20/2009

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS C	HECKLIST
Please attach the invoice(s) to be paid against the blanket purchase order	· ·
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE T	ICKET OR
INVOICE ATTACHED!	
Sign your name and "OK TO PAY" on each invoice	
Be sure the purchase order number is on each invoice(s)	
 Have the director/principal sign at the bottom of this form 	<u> </u>
Forward To Jane Kingsley's office, Administration Building	
	,
	entrettere er om han den den gegennen in en en benedet 44
TODAY'S DATE 8/10/09	
VENDOR'S NAME <u>Anternational</u> Design BLANKET PO NUMBER 801082	(ECM)
BLANKET PO NUMBER 801082	
ACCOUNT NUMBER	
AMOUNT TO PAY	
LOCATION	
	/ -
ROUTING:	09
Principal/Director	<u>-</u>
Asst. Superintendent	
Purchasing Agent	
Accounts Payable	
Blanket PO form undated 11-5-2007	



4639 Gulf Starr Drive ● Destin, Florida 32541 ● email: elamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.654.2000

INVOICE

DATE	INVOICE NO.
8/7/2009	10380

PROJECT NUMBER

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



	·		SMITH MIDDL	09-01	-110.827
ITEM	FOR SERVICE	ES RENDERE	D		AMOUNT
PROG	AS PER CONTRACT: SERVICES FE AUGUST 9, 2009. CONSULTING EI CONTRACT ADMINISTRATION, AN MANAGEMENT SERVICES FOR TH REPAIRS TO THE SMITH MIDDLE S BEAUMONT, TEXAS.	NGINEERIN D CONSTRI IE HURRICA	G SERVICES, JCTION NE IKE DAMAGE		29,500.00
TRAVEL	TRAVEL TIME AND EXPENSES	AUG	EIVED TO 2009 ICIAL OFFICER		3,000.00
PAYMENT DUE AT 1.5% MONTH	AT TIME OF SERVICES - INTEREST A ILY	CCRUES	TOTAL		\$32,500.00

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO.

DATE CHECK 9/16/09 5608

VOID AFTER 90 DAYS.

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUNT \$45,000.00

56

PAY

Exactly Forty Five Thousand Dollars and

Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE

DESTIN FL 32541

NON-NEGOTIA

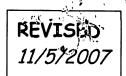
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Detach and Retain

----TRICT

No. 561 BEAUMONT, TEXAS Description Invoice P/O # Amount Disc Paid INTERNATIONAL DESIGN & 11001 801049 199.81.6625.86.043.0.99.877 12,000.00 INVOICE TOTAL 12,000.00 12,000.00 INTERNATIONAL DESIGN & 11002 801082 199.81.6625.86.042.0.99.877 33,000.00 INVOICE TOTAL 33,000.00 33,000.00 Vendor 9/16/09 33616 Voucher 00831 Check Total 560837 45,000.00

Accrued 8/31/09



BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST
• Please attach the invoice(s) to be paid against the blanket p	urchase order
BE SURE THE ITEMS YOU ARE PURCHASING ARE DES	CRIBED ON THE TICKET OR
INVOICE ATTACHED!	
• Sign your name and "OK TO PAY" on each invoice	
Be sure the purchase order number is on each invoice(s)	-
Have the director/principal sign at the bottom of this form	
• Forward To Jane Kingsley's office, Administration Building	
TODAY'S DATE 9/10/09	
VENDOR'S NAME International	Design
BLANKET PO NUMBER 801082	- (Ecm- Ln
ACCOUNT NUMBER	
AMOUNT TO PAY	
LOCATION	
ROUTING:	1/09//
Principal/Director	Λ
Asst. Superintendent	
Purchasing Agent	
Accounts Payable	

Blanket PO form updated 11-5-2007 9/10/2009



4639 Gulf Starr Drive • Destin, Florida 32541 • amail: clamad@gnt.net • Telephone: 850.837,7454 • Fax: 850.654.2000

INVOICE

DATE	INVOICE NO.
9/6/2009	11002

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706 affared home

P.O.80108Z

PROJECT NUMBER
SMITH MIDDL... 09-01-110.827

ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	AS PER CONTRACT: CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT, SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS FROM AUGUST 8, 2009 THROUGH SEPTEMBER 8, 2009.	30,000.00
TRAVEL	TRAVEL TIME AND EXPENSES	3,000.00
	RECEIVED SEP -8 2009 CHIEF FINANCIAL OFFICER	

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$33,000.00

P.O. BOX 672 REAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO.

DATE CHECK

10/08/09 562:

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUN \$45,000.00

56:

Exactly Forty Five Thousand Dollars and Zero Cents

TO THE ORDER OF

PAY

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DEA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

.....

Detach and Retain			BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS				No.	56:	
Descripti	ion		Invoi	.ce	P/O #	Amount	Disc	P	aid
	ONAL DESIGNATIONAL DESIGNATION		11012		801049	12,000.00		***************************************	
INTERNATIONAL DESIGN & 199.81.6625.86.042.0.99.877		INVO 11013	CE TOTAL	801082	12,000.00		12,00	0.00	
Vendor	33616	Voucher	INVOI 00050	CE TOTAL 10/08/09	562188	33,000.00 Check Tota	 1	33,00	

BEAUMONT INDEPENDENT SCHOOL DISTRICT

REVISED 11/5/2007

10/6/2009

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket purchase ord	er
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON	THE TICKET OR
INVOICE ATTACHED	
 Sign your name and "OK TO PAY" on each invoice 	Market State of the State of th
Be sure the purchase order number is on each invoice(s)	
Have the director/principal sign at the bottom of this form	
• Forward To Jane Kingsley's office, Administration Building	
TODAY'S DATE $10/6/09$	
VENDOR'S NAME International	(A)
VENDOR'S NAME Thernational of	<u> </u>
BLANKET PO NUMBER 80082 (SI	mth)
ACCOUNT NUMBER	
AMOUNT TO PAY \$ 33,000	
LOCATION	
ROUTING:	10/8
Principal/Director	
Asst. Superintendent Sand home	TIM N
Purchasing Agent	Mr.
Accounts Payable	
Blanket PO form updated 11-5-2007	

FROM-ECM

8508542000

T-901 P.002/002 F-441



a complete engineering & construction management company

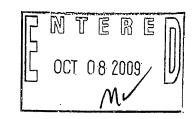
4639 Gulf Szar Drivo · Dastin, Florida 32541 · email: clamed@gm.net · Polephone: 850.837, 7454 · Fa.v. 850.654.700

INVOICE

DATE	INVOICE NO.		
10/6/2009	11013		

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



	PROJECT NUMBER
SMITH MIDDL	09-01-110.827

	the state of the s	
ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	AS PER CONTRACT: CONSULTING ENGINEERING SERVICES CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS FROM SEPTEMBER 8, 2009 THROUGH OCTOBER 6, 2009.	30,000.00
TRAVEL	TRAVEL TIME AND EXPENSES	3,000.00
,	Tanol hon	·

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$33,000.0

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO. 56 DATE

CHECK 11/12/09 5.631

CHECKS FOR \$5000.00 OR

CHECK AMOUN' \$54,115.00

VOID AFTER 90 DAYS

MORE REQUIRE ORIGINAL SIGNATURE Exactly Fifty Four Thousand One Hundred

Fifteen Dollars and Zero Cents

TO THE ORDER OF

PAY

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTI/

Detach and I	Retain		BEAUMO		MONT, TE	SCHOOL D	DISTRICT		No.	56
Description	on:		Invoi	ice		P/O #	Amount	Disc	F	aid
INTERNATIO 199.81.662			11019	9 🗸		8:01049	5,750.00	/		
INTERNATIO 199.81.662		••	INVO] 11020		L	801082	5,750.00 38,365.00	V	5,75	0.00
INTERNATIO 199.81.662			INVOI 11022	_	r (606333	38,365.00	/	38,36	5.00
Vendor	33616	Voucher	INVOI 01112	CE TOTA 11/12/		5638.04	10,000.00 Check Tota	al	10,00 54,11	

Check#

Vendor

Date:

Signature:

REVISED 11/5/2007

Blanket PO form updated 11-5-2007

10/6/2009

BEAUMONT INDEPENDENT SCHOOL DISTRICT . BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	•	CHECKLIST				
• Please attach the invoice(s	s) to be paid against the blanket purchas	e order				
BE SURE THE ITEMS YO	OU ARE PURCHASING ARE DESCRIBE	D ON THE TICKET OR				
INVOICE ATTACHED!		•				
Sign your name and "OK TO PAY" on each invoice						
 Be sure the purchase order number is on each invoice(s) Have the director/principal sign at the bottom of this form 						
						• Forward To Jane Kingsley's
* * * * * * * * * * * * * * * * * * *						
TODAY'S DATE	11/3/09					
VENDOR'S NAME	International	Design				
BLANKET PO NUMBER _	801082	Smith)				
ACCOUNT NUMBER						
AMOUNT TO PAY	38,36500					
LOCATION		D1: 10				
		- M-				
ROUTING:						
Principal/Director						
Asst. Superintendent						
Purchasing Agent		- Si mu				
Accounts Payable		Jan Jones				
		V				



4639 Cruff Starr Drive . Destin, Florida 32541 . email: elamad@gmt.nct . Telephone: 850.837.7454 . Fax: 850.654.2000

INVOICE

DATE	INVOICE NO.
10/30/2009	11020

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG JANE KINGSLEY, CFO 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



	PROJECT NUMBER
SMITH MIDDL	09-01-110.827

ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	AS PER CONTRACT: CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS.	35,000.00
TRAVEL	TRAVEL TIME AND EXPENSES	3,365.00
	RECEIVED	
	NOV - 2 2009	
	CHIEF FINANCIAL OFFICER	
Į		/\/\

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$38,365.00

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA D'ALLAS, TX

32-2/1110 TX NO.

CHECK

56

12/18/09 565(

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUNT \$67,000.00

PAY

Exactly Sixty Seven Thousand Dollars and

Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTI/



Detach and Retain Description			BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS					NI.	
								No.	56!
			Invoice / P/O # / Amount		Amount	Disc	F	aid	
	ONAL DESI 25.86.043		11042		801049	10,500.00			
	ONAL DESI 25.86.042		INVOI 11043	CE TOTAL	8010.82	20,500.00 31,500.00	Ý	10,50	0.00
199.51.66 199.51.66 199.51.66 199.51.66 199.51.66 199.51.66	ONAL DESIG 25.86.043 25.86.045 25.86.107 25.86.108 25.86.111 25.86.112 25.86.118 25.86.125	.0.99.877 .0.99.877 .0.99.877 .0.99.877 .0.99.877	INVOI 11048	CE TOTAL	607033	3,125.00 3,125.00 3,125.00 3,125.00 3,125.00 3,125.00 3,125.00 3,125.00 3,125.00		31,50	0.00
Vendor	33.616	Voucher	INVOI0 61217	CE TOTAL 12/18/09	56565.9	25,000.00 Check Tota	ıl	25,00 67,00	

12/109	ENT SCHOOL DISTRICT VT, TEXAS
Inology adding	Y AN INVOICE NST HASE ORDER
no no no	CHECKLIST
there I POO.	e blanket purchase order
	ARE DESCRIBED ON THE TICKET OR
Jun Ju	
Chik bun.	ice(s)
	this form
Thanks.	Building
Lana	
The state of the s	
	iternat. Design)
TOWNOCK	01082
ACCOUNT NUMBER	
AMOUNT TO PAY	500° Smith
LOCATION	
	Two to
ROUTING:	_ U DW
Principal/Director	The state of the s
Asst. Superintendent	1/homs
Purchasing Agent	
Accounts Payable	
71 1 70 4	

Blanket PO form updated 11-5-2007 11/3/2009

4639 Gulf Steer Drive . Destin, Florida 32541 . amulf: clamed@gaz.net . Relaphone: 850.857,7454 . Pax: 850.654.2000

INVOICE

DATE	INVOICE NO.
12/3/2009	11043

BILL TO BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

FROM-ECM

	PROJECT NUMBER
SMITH MIDDL	09-01-110.827

ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS FROM NOVEMBER 1, 2009 THROUGH DECEMBER 2, 2009.	28,000.00
TRAVEL	TRAVEL TIME AND EXPENSES	3,500.00
·	Chame	

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES

AT 1.5% MONTHLY

TOTAL

\$31,500.00

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO.

DATE	CHECK
1/14/10	566

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUN \$40,000.00

56

PAY

Exactly Forty Thousand Dollars and Zero

Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTIA

Detach and Retain

BEAUMONT INDEPENDENT SCHOOL DISTRICT

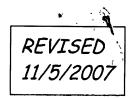
No. 56 BEAUMONT, TEXAS Description Invoice P/O # 'Amount Disc Paid INTERNATIONAL DESIGN & 11100 801082 199.81.6625.86.042.0.99.877 30,000.00 INVOICE TOTAL 000.00 30,000.00 INTERNATIONAL DESIGN & 11101 801049 199.81.6625.86.043.0.99.877 10,000.00 INVOICE TOTAL 10,000.00 10,000.00 Vendor 33616 Voucher 00114 1/14/10 566200 Check Total 40,000.00

Check#

46 200

Vendor

Signature



BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket p	urchase order
BE SURE THE ITEMS YOU ARE PURCHASING ARE DES	SCRIBED ON THE TICKET OR
INVOICE ATTACHED!	
 Sign your name and "OK TO PAY" on each invoice 	
Be sure the purchase order number is on each invoice(s)	
• Have the director/principal sign at the bottom of this form	
• Forward To Jane Kingsley's office, Administration Building	
•	
TODAY'S DATE 1/6/10	
VENDOR'S NAMEECM	(International
BLANKET PO NUMBER80108	(International 2 (Amith)
ACCOUNT NUMBER	
AMOUNT TO PAY $\frac{9}{30,000}$	
LOCATION	
ROUTING:	
Principal/Director	,
Asst. Superintendent	
Purchasing Agent	
Accounts Payable	

Blanket PO form updated 11-5-2007 12/11/2009



4639 Gulf Starr Drive ● Destin, Florida 32541 ● email: elamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.6

INVOI

DATE	INVOICE
1/4/2010	1110

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



-		PROJECT NUMI
	SMITH MIDDL	09-01-110.8

ITEM	FOR SERVICES RENDERED	AMO
PROG	CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS FROM DECEMBER 2, 2009 THROUGH JANUARY 4, 2010.	27,50
TRAVEL	TRAVEL TIME AND EXPENSES	2,50

RECEIVED

JAN - 6 2010

DIRECTOR OF FINANCE

Just 1

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$30,0

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS **BANK OF AMERICA** DALLAS, TX

32-2/1110 TX NO.

DATE CHECK

56

2/12/10 56.81

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUNT \$40,000.00

PAY

Exactly Forty Thousand Dollars and Zero

Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTI/

Detach and I	Detach and Retain BEAUMON				T INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS.			No.	56
Description	n		Invoi	ce	P/O #	Amount	Disc	P	aid
INTERNATIO 199.81.662			12008		801049 _v	10,000.00		A Landau Control	
INTERNATIO			INVOI 12009	CE TOTAL	801082 √	,10,000.00 30,000.00	/	10,00	0.00
Vendor	33616	Voucher	INVOI 60211	CE TOTAL 2/12/10	568138	30,000.00 Check Total		30,00	

Check#_ Vendor Date: Signature REVISED 2/15/10

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

REQUEST TO PAY AN INVOICE AGAINST BLANKET PURCHASE ORDER

INSTRUCTIONS	CHECKLIST
• Please attach the invoice(s) to be paid against the b	lanket purchase order
BE SURE THE ITEMS YOU ARE PURCHASING A	RE DESCRIBED ON THE TICKET OR
INVOICE ATTACHED!	
• Sign your name and "OK TO PAY" on each invoice	
• Be sure the purchase order number is on each invoice	
• Have the director/principal sign at the bottom of the	nis form
• Forward To Robert Zingelmann's office, Administra	tion Building
TODAY'S DATE 2/10/	10
VENDOR'S NAMEECM	02-11-10A10 :54 RCV
BLANKET PO NUMBER 8010 8	
ACCOUNT NUMBER	
AMOUNT TO PAY	00 (Smith)
LOCATION	
ROUTING:	> <u></u>
NOUTING:	1
Principal/Director HTT	
Asst. Superintendent	
Accounts Payable	^ .

Ehr La



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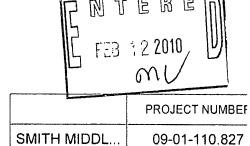
4639 Gulf Starr Drive • Destin, Florida 32541 • email: elamad@gnt.net • Telephone: 850.837.7454 • Fax: 850.65-

INVOIC

DATE	INVOICE N
2/9/2010	12009

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



FOR SERVICES RENDERE CONSULTING ENGINEERING SERVICES, CON			AMOUN
	TDAOT		
MITH MIDDLE SCHOOL LOCATED IN BEAUM	IAGEMENT E REPAIRS TO TH ONT, TEXAS		27,500.C
RAVEL TIME AND EXPENSES			2,500.0
	flet zl		
F	MITH MIDDLE SCHOOL LOCATED IN BEAUM ROM JANUARY 5, 2010 THROUGH FEBRUAR RAVEL TIME AND EXPENSES	MITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS ROM JANUARY 5, 2010 THROUGH FEBRUARY 9, 2010. RAVEL TIME AND EXPENSES	ROM JANUARY 5, 2010 THROUGH FEBRUARY 9, 2010.

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$30,000.0



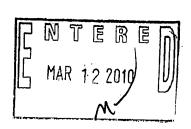
4639 Gulf Starr Drive ● Destin, Florida 32541 ● email: elamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.654.2000

INVOICE

DATE	INVOICE NO.
3/8/2010	12022

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



PO. 801082

	PROJECT NUMBER
\$MITH MIDDL	09-01-110.827

	SIVILITI IVIIDUL	1-110.021
ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS FROM FEBRUARY 9, 2010 THROUGH MARCH 8, 2010.	27,500.00
TRAVEL	TRAVEL TIME AND EXPENSES	2,500.00
	RECEIVED MAR 1 0 2010 DIRECTOR OF FINANCE	
	Les 2	

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$30,000.00

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO. 57 DATE

CHECK 4/15/10 571:

CHECK AMOUNT \$40,000.00

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE Exactly Forty Thousand Dollars and Zero

Cents

TO THE ORDER OF

PAY

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTIA



Detach and	d Retain	BEAUMONT INDEPEND BEAUMOI	ENT SCHOOL E	DISTRICT		No. 57
Descripti	on	Invoice	P/O #	Amount	Disc	Paid
	ONAL DESIGN & 25.86.043.0.99.	12038 877	801049	10,000.00		
	ONAL DESIGN & 25.86.042.0.99.	INVOICE TOTAL 12039	801082	30,000.00		10,000.00
Vendor	33616 Vouc	INVOICE TOTAL her 60415 4/15/10	571248	30,000.00 Check Tota	 1	30,000.00

REVISED 2/15/10

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket purchase	order
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED	ON THE TICKET OR
INVOICE ATTACHED	
Sign your name and "OK TO PAY" on each invoice	
Be sure the purchase order number is on each invoice(s)	
 Have the director/principal sign at the bottom of this form 	
Forward To Robert Zingelmann's office, Administration Building	

TODAY'S DATE 4/12/10	
VENDOR'S NAME ECM (CONTINUE)	
BLANKET PO NUMBER 801082	
ACCOUNT NUMBER	·
AMOUNT TO PAY # 30,000	(Smith)
LOCATION	<i>l</i> a
	4/15 CR
ROUTING:	et in
Principal/Director / Les }	- / July - 1
Asst. Superintendent	- COR ON
Accounts Payable	



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4639 Gulf Starr Drive ● Destin, Florida 32541 ● email: elamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.8

INVOIC

DATE	INVOICE
4/8/2010	1203

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

RECEIVED

APR - 9 2010

DIRECTOR OF FINANCE

PROJECT NUMBI
SMITH MIDDL... 09-01-110.82

ITEM	FOR SERVICES RENDERED	
PROG	CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS FROM MARCH 8, 2010 THROUGH APRIL 8, 2010.	27,500
TRAVEL	TRAVEL TIME AND EXPENSES	2,500
	FREE TO SOUND LOVE TO SOUND LO	

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$30,000

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA

DALLAS, TX

32-2/1110 TX NO. 57: DATE CHECK 5/13/10

5726

CHECK AMOUNT \$40,000.00

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR

PAY

MORE REQUIRE ORIGINAL SIGNATURE Exactly Forty Thousand Dollars and Zero

Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTI/

BEAUMONT INDEPENDENT SCHOOL DISTRICT Detach and Retain

No. 572 BEAUMONT, TEXAS Description Invoice P/O # Disc Amount Paid INTERNATIONAL DESIGN & 12066 801082 199.81.6625.86.042.0.99.877 30,000.00 INVOICE TOTAL 30,000.00 30,000.00 INTERNATIONAL DESIGN & 12067 801049 199.81.6625.86.043.0.99.877 10,000.00 INVOICE TOTAL 10,000.00 10,000.00 Vendor 3.3616 Voucher 60513 5/13/10 572653 Check Total 40,000.00

REVISED 2/15/10

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket purchase order	
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON T	HE TICKET OR
INVOICE ATTACHED!	
Sign your name and "OK TO PAY" on each invoice	
Be sure the purchase order number is on each invoice(s)	
 Have the director/principal sign at the bottom of this form 	
Forward To Robert Zingelmann's office, Administration Building	-
	·
TODAY'S DATE 5/12/10	
VENDOR'S NAME ECM (Intern. a	Oesign)
BLANKET PO NUMBER 801082	·
ACCOUNT NUMBER	(A
AMOUNT TO PAY	
LOCATION	
ROUTING:	
Principal/Director	
Asst. Superintendent Sect	
Accounts Payable	



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INVOIC

DATE	INVOICE NO
5/11/2010	12066

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

	PROJECT NUMBER
SMITH MIDDL	09-01-110.827

ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS FROM APRIL 8, 2010 THROUGH MAY 10, 2010.	27,500.00
TRAVEL	TRAVEL TIME AND EXPENSES	2,500.00
	BNTERED MAY 13 2010 D	

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$30,000.0

That If

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO.

DATE CHECK

574

6/17/10 5742

CHECK AMOUNT

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

Exactly Three Hundred Twenty Thousand

Dollars and Zero Cents

\$320,000.00

TO THE ORDER OF

PAY

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE

32541

NON-NEGOTI/



Detach and Retain

DESTIN FL

BEAUMONT INDEPENDENT SCHOOL DISTRICT

No. 574 BEAUMONT, TEXAS Description Invoice P/O # Amount Disc Paid INTERNATIONAL DESIGN & 13.004 801049 199.81.6625.86.043.0.99.877 120,000.00 INVOICE TOTAL 120,000.00 120,000.00 INTERNATIONAL DESIGN & 13005 801082 199.81.6625.86.042.0.99.877 200,000.00 INVOICE TOTAL 200,000.00 200,000.00 Vendor 33.616 Voucher 60617 6/17/10 574283 Check Total 320,000.00



BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

INSTRUCTIONS	CHECKLIST							
Please attach the invoice(s) to be paid against the blanket purchase order								
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE	TICKET OR							
INVOICE ATTACHED!								
Sign your name and "OK TO PAY" on each invoice								
Be sure the purchase order number is on each invoice(s)								
 Have the director/principal sign at the bottom of this form 								
Forward To Robert Zingelmann's office, Administration Building								
TODAY'S DATE 6/10/10								
VENDOR'S NAME ECM (International	I Desig							
BLANKET PO NUMBER 80/082								
ACCOUNT NUMBER								
AMOUNT TO PAY								
LOCATION								
ROUTING:	Chille							
Principal/Director	71910							
Asst. Superintendent	·							
Accounts Payable								



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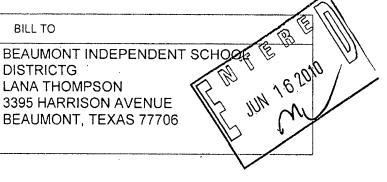
4639 Gulf Starr Drive ● Destin, Florida 32541 ● email: jelamad@yahoo.com ● Telephone: 850.837.7454 ● Fax: 850.654.2

INVOICE

DATE	INVOICE NO
6/10/2010	13005

BILL TO

DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



PROJECT NUMBER SMITH MIDDL... 09-01-110.827

ITEM	FOR SERVICES RENDERED	AMOUNT
PROG	CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS	200000.0C
	Let Deflower 6/16/10	

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$200,000.00

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO. 57! DATE CHECK

7/22/10 575€

CHECK AMOUNT \$63,000.00

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR

PAY

MORE REQUIRE ORIGINAL SIGNATURE Exactly Sixty Three Thousand Dollars and

Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTI/

Detach and Retain

BEAUMONT INDEPENDENT SCHOOL DISTRICT

				BEAUMONT	, TEXAS			No.	57!
Description INTERNATIONAL DESIGN & 199.81.6625.86.043.0.99.877			Invoi	ce	P/O #	Amount	Disc	P	aid
			13022		801049	11,000.00	· · · · · · · · · · · · · · · · · · ·		
INTERNATI	ONAL DESI	en &	INVOI 13023	CE TOTAL	801082	11,000.00		11,00	0.00
199.81.66	525.86.042	.0.99.877				52,000.00			
Vendor	33616	Voucher	INVOI 60722	CE TOTAL 7/22/10	575613	52,000.00 Check Total		52,000	

REVISED 2/15/10

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket;	ourchase order
BE SURE THE ITEMS YOU ARE PURCHASING ARE DES	SCRIBED ON THE TICKET OR
INVOICE ATTACHED!	
Sign your name and "OK TO PAY" on each invoice	
Be sure the purchase order number is on each invoice(s)	
• Have the director/principal sign at the bottom of this form	
Forward To Robert Zingelmann's office, Administration Bui	
TODAY'S DATE	
VENDOR'S NAME Anternational	Design
BLANKET PO NUMBER801082	- Emith
ACCOUNT NUMBER	
AMOUNT TO PAY \$52,000	
LOCATION	
ROUTING:	
Principal/Director	
Asst. Superintendent Automotive Actions Asst. Superintendent	
Accounts Payable	



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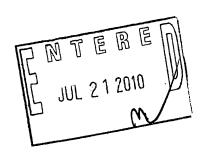
4639 Gulf Starr Drive ◆ Destin, Florida 32541 ◆ email: jelamad@yahoo.com ◆ Telephone: 850.837.7454 ◆ Fax: 850.65

INVOIC

DATE	INVOICE
7/8/2010	13023

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



•	PROJECT NUMBER
SMITH MIDDL	09-01-110.827

ITEM	FOR SERVICES RENDERE	:D	AMOUN
)G	CONSULTING ENGINEERING SERVICES, CON ADMINISTRATION, AND CONSTRUCTION MAN SERVICES FOR THE HURRICANE IKE DAMAG SMITH MIDDLE SCHOOL LOCATED IN BEAUM JUNE 10, 2010 THROUGH JULY 10, 2010.	AGEMENT E REPAIRS TO T	
VEL	TRAVEL TIME AND EXPENSES		2,000.0
•		,	

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

TOTAL

\$52,000.0

Let 2/

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO. 571 DATE

CHECK 8/13/10 5762

VOID AFTER 90 DAYS

CHECKS FOR \$5000,00 OR

PAY

MORE REQUIRE ORIGINAL SIGNATURE Exactly Sixty Three Thousand Dollars and

Zero Cents

CHECK AMOUNT \$63,000.00

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTI/

Detach and	d Retain		BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS					No.	576
Description			Invoi	ce	P/O #	Amount	Disc	P	aid
	ONAL DESIG 525.86.042.		13035	/	8010.82	52,000.00	/		
	ONAL DESIG 525.86.043.		INVOI0 13036	SE TOTAL	801049	52,000.00		52,00	0.00
Vendor	33616	Voucher	INVOI0 60812	CE TOTAL 8/13/10	576235	11,000.00 Check Tota	1	11,00 63,00	

*REVISED*2/15/10

BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket purchase order	
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON TH	HE TICKET OR
INVOICE ATTACHED	v
Sign your name and "OK TO PAY" on each invoice	
Be sure the purchase order number is on each invoice(s)	
 Have the director/principal sign at the bottom of this form 	
Forward To Robert Zingelmann's office, Administration Building	
COLD III	
TODAY'S DATE 8910	·
VENDOR'S NAMEEM	(Smith)
BLANKET PO NUMBER 801082	
ACCOUNT NUMBER	
AMOUNT TO PAY 952,000	
LOCATION_	
ROUTING:	
Principal/Director	
Asst. Superintendent Meet 3	
Accounts Payable	



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4639 Gulf Starr Drive ● Destin, Florida 32541 • email: jelamad@yahoo.com • Telephone: 850.837.7454 • Fax: 850.654.

INVOIC

DATE	INVOICE NC
8/9/2010	13035

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



·	PROJECT NUMBER
SMITH MIDDL	09-01-110.827

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		SIMITITION DEL	09-01-110.027
ITEM	FOR SERVICES RENDERE	D	AMOUNT
PROG	CONSULTING ENGINEERING SERVICES, CON ADMINISTRATION, AND CONSTRUCTION MAN SERVICES FOR THE HURRICANE IKE DAMAGI SMITH MIDDLE SCHOOL LOCATED IN BEAUMOULY 10, 2010 THROUGH AUGUST 9, 2010.	IAGEMENT E REPAIRS TO TI	
TRAVEL	TRAVEL TIME AND EXPENSES		2,000.0
		RECEIVED  AUG - 9 2010  Chief Business Office	

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

**TOTAL** 

Λ., Υ.,

\$52,000.00

fur L

#### BEAUMONT INDÉPENDENT SCHOOL DISTRICT

P.O. BOX 672 BEAUMONT, TEXAS 77704 CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO. 582 DATE CHECK

12/10/10

5824

CHECK AMOUNT \$33,300.00

**VOID AFTER 90 DAYS** 

CHECKS FOR \$5000.00 OR

**PAY** 

MORE REQUIRE ORIGINAL SIGNATURE Exactly Thirty Three Thousand Three Hundred Dollars and Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

NON-NEGOTI/



Detach and Retain

#### BEAUMONT INDEPENDENT SCHOOL DISTRICT

No. 582

-				BEAUMONT,	TEXAS			No. 582
Descripti	Lon		Invoi	.ce	P/O #	Amount	Disc	Paid
INTERNATIONAL DESIGN & 199.81.6625.86.042.1.99.877		13086 8		801082				
Vendor	33616	Voucher	INVOI 61209	CE TOTAL 12/10/10	582449	33,300.00 Check Total		33,300.00

REVISED 10/15/10

#### BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket purchase order	
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE	HE TICKET OR
INVOICE ATTACHED	
<ul> <li>Sign your name and "OK TO PAY" on each invoice</li> </ul>	
<ul> <li>Be sure the purchase order number is on each invoice(s)</li> </ul>	***************************************
<ul> <li>Have the director/principal sign at the bottom of this form</li> </ul>	
• Forward To Accounts Payable's office, Administration Building	
	· · · · · · · · · · · · · · · · · · ·
TODAY'S DATE 12/6/10	
VENDOR'S NAME _ ECM (International	design)
BLANKET PO NUMBER 801082	
ACCOUNT NUMBER	
AMOUNT TO PAY 33, 300 00	
LOCATION	-
ROUTING:	
Principal/Director	
Asst. Superintendent	
Accounts Payable	

#### **Lana Thompson**

From:

John H. Elamad [cdaecm2@cda.gccoxmail.com] Wednesday, December 08, 2010 4:37 PM

Sent:

To: Subject: Lana Thompson Revised Invoice

Attachments:

Rev BISD.PDF

#### Good afternoon Lana,

I want to apologize about the invoice I sent yesterday. I forgot the date on the invoice as I normally have it. This las invoice is for 4 months.

Thanks, Nika

Nika Younghanse Assistant to John Elamad, P.E. **ECM** 4639 Gulf Starr Drive Destin, FL 32541 Phone: 850-837-7454

Fax: 850-654-2000



## a complete engineering & construction management comp

4639 Gulf Starr Drive • Destin, Florida 32541 • email: jelamad@yahoo.com • Telephone: 850.837.7454 • Fax: 850.65

## INVOIC

DATE	INVOICE
12/3/2010	13086

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

	PROJECT NUMBER		
SMITH MIDDL	09-01-110.827		

		GIVII I I I IVIIDDE	09-01-110.021
ITEM	FOR SERVICES REN	IDERED	AMOUN
PROG	CONSULTING ENGINEERING SERVICES, ADMINISTRATION, INSPECTION OF THE LOCKER ROOM AND AUDITORIUM, AND MANAGEMENT FOR THE HURRICANE IKE TO THE SMITH MIDDLE SCHOOL LOCATE TEXAS SERVICES FROM AUGUST 9 THR	BOYS AND GIRLS CONSTRUCTION E DAMAGE REPAIRS ED IN BEAUMONT,	2010.
TRAVEL	TRAVEL TIME AND EXPENSES - 4 MONTH THROUGH DECEMBER 6, 2010.	HS - FROM AUGUST 9  DEC 10 2010	3,300.0

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

**TOTAL** 

\$33,300.

flux F

#### BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
PEAUMONT, TEXAS 77704
CONTROLLED DISBURSEMENTS

BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO.

58

DATÉ CHEC 1/27/11 584:

**VOID AFTER 90 DAYS** CHECKS FOR \$5000.00 OR

**PAY** 

MORE REQUIRE ORIGINAL SIGNATURE Exactly Thirty Three Thousand Three Hundred Fifty Dollars and Zero Cents

CHECK AMOUN \$33,350.00

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

Detach and Retain

INTERNATIONAL DESIGN &

199.81.6625.86.042.1.99.877

33616

Voucher

Description

Vendor

#### **BEAUMONT INDEPENDENT SCHOOL DISTRICT**

No. 58 BEAUMONT, TEXAS Amount Invoice P/0 # Disc Paid 13108 801082 33,350.00 INVOICE TOTAL 33,350.00 33,350.00 00127 1/27/11 584293 Check Total 33,350.00 REVISED . 10/15/10

#### BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

INSTRUCTIONS	CHECKLIST	
Please attach the invoice(s) to be paid against the blanket purchase order		
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON TH	HE TICKET OR	
INVOICE ATTACHED!		
• Sign your name and "OK TO PAY" on each invoice		
<ul> <li>Be sure the purchase order number is on each invoice(s)</li> </ul>		
<ul> <li>Have the director/principal sign at the bottom of this form</li> </ul>	<del></del>	
• Forward To Accounts Payable's office, Administration Building		
	Paris de la companya	
TODAY'S DATE 1211		
VENDOR'S NAME ECM (Intern. Design)		
BLANKET PO NUMBER 801082		
ACCOUNT NUMBER		
AMOUNT TO PAY		
LOCATION	CK r	
	1/26	
ROUTING:	Mille	
Principal/Director		
Asst. Superintendent	<u>CR</u>	
Accounts Payable		
<del></del>	Lan	
Updated 1/21/2011		



#### a complete engineering & construction management comp

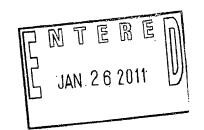
4639 Gulf Starr Drive • Destin, Florida 32541 • email: jelamad@yahoo.com • Telephone: 850.837.7454 • Fax: 850.654

## **INVOIC**

DATE	INVOICE N
1/21/2011	13108

**BILL TO** 

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706



PROJECT NUMBER
SMITH MIDDL... 09-01-110.827

· ITEM	FOR SERVICES RENDERED	AMOUN'
PROG	CONSULTING ENGINEERING SERVICES, CONTRACT ADMINISTRATION, INSPECTION, AND CONSTRUCTION MANAGEMENT FOR THE HURRICANE IKE DAMAGE REPAIRS TO THE SMITH MIDDLE SCHOOL LOCATED IN BEAUMONT, TEXAS SERVICES FROM DECEMBER 6 THROUGH JANUARY 21, 2011.	30,000.0
TRAVEL	TRAVEL AND EXPENSES: AIRLINES - \$2286; HOTEL - \$494; CAR RENTAL - \$397; AND CAR FUEL - \$173.	3,350.0

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

**TOTAL** 

\$33,350.C

REVISED 10/15/10

## BEAUMONT INDEPENDENT SCHOOL DISTRICT BEAUMONT, TEXAS

INSTRUCTIONS	CHECKLIST
Please attach the invoice(s) to be paid against the blanket purchase order	
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE	TICKET OR
INVOICE ATTACHED	
• Sign your name and "OK TO PAY" on each invoice	
Be sure the purchase order number is on each invoice(s)	
<ul> <li>Have the director/principal sign at the bottom of this form</li> </ul>	****
• Forward To Accounts Payable's office, Administration Building	
	0.11.024.00
TODAY'S DATE 331 11	
VENDOR'S NAME International	Design (
BLANKET PO NUMBER 801082	
ACCOUNT NUMBER	
AMOUNT TO PAY 320, 78282	
LOCATION_ Smith	T-1940
ROUTING:	
Principal/Director	·
Asst. Superintendent	
Accounts Payable	



## a complete engineering & construction management compan

4639 Gulf Start Drive ● Destin, Florida 32541 ● email: clamad@gnt.net ● Telephone: 850.837.7454 ● Fax: 850.654.2

## INVOICE

DATE OUR PROJECT NO. INVOICE NUMBER March 25, 2011 08-11-120.082 14015 IN ACCOUNT **\UMONT INDEPENDENT SCHOOL DISTRICT HARRISON IMONT, TEXAS 77706** MR. ROBERT ZINGELMANN **VIS. LANA THOMPSON** FOR FINAL Program Management for **IURRICANE Ike Damage Repairs:** HRE C 19,226 \$19,224,546.95 **ECM 6%** ECM REII JIBLE EXPENSES 54.800.00 TOTAL ECM FEE/PO... \$ 1,207,952,82 LESS PREVIOUS PAYMENTS RECEIVED 882.150.00 TOTAL AMOUNT THAT IS NOW DUE: 325,802,82 MAKE CHECK PAYABLE TO: ECM

4639 Gulf Starr Drive; Destin, FL 32541

ALL INVOICES ARE DUE UPON RECEIPT INTEREST ACCRUES AT THE RATE OF 1.5% PER MONTH OF PAST DUE BALANCE.

THANK YOU!

#### Lana Thompson

From: Sent:

john elamad [jelamad@yahoo.com] Sunday, March 27, 2011 5:24 PM

To: Cc:

Lana Thompson Robert Zingelmann

Subject:

**SMITH** 

Attachments:

SMITH FINAL BILL.pdf; BISD SMITH BREAKDOWN.xlsx

Good morning Robert and Lana,

I hope your spring break was fun, peacefull and relaxing. I stopped by last Wednesday to see you but realized when I got there it was spring break. I will drop by to see you on my next inspection trip.

I have attached the final billing for Smith Middle School aloong with the spreadsheet with the breakdown that we verified its accuracy.

The Smith Final phase of work is nearing completion. We are scheduled to walk the project on Thursday April 7 with Dr. Thomas, the principal, coach and Robert so SeTex can turn over the project to the District and I will submit their final pay app.

See you Thursday. John

#### SMITH MIDDLE SCHOOL ACCOUNTING FOR ECM

	PROC	RAM MGMT	EXPENSES	TOTAL
2/10/09 - SMITH MIDDLE	\$	36,000.00	\$ 3,020.00	\$ 39,020.00
3/9/09 - SMITH MIDDLE	\$	27,870.00	\$ 3,736.00	\$ 31,606.00
4/7/09 - SMITH MIDDLE	\$	27,800.00	\$ 2,109.00	\$ 29,909.00
5/8/09 - SMITH MIDDLE	\$	29,500.00	\$ 1,100.00	\$ 30,600.00
6/8/09 - SMITH MIDDLE	\$	29,000.00	\$ 3,000.00	\$ 32,000.00
7/23/09 - SMITH MIDDLE	\$	27,500.00	\$ 2,500.00	\$ 30,000.00
8/21/09 - SMITH MIDDLE	\$	29,500.00	\$ 3,000.00	\$ 32,500.00
9/24/09 - SMITH MIDDLE	\$	30,000.00	\$ 3,000.00	\$ 33,000.00
10/6/09 - SMITH MIDDLE	\$	30,000.00	\$ 3,000.00	\$ 33,000.00
10/30/09 - SMITH MIDDLE	\$	35,000.00	\$ 3,365.00	\$ 38,365.00
12/3/09 - SMITH MIDDLE	\$	28,000.00	\$ 3,500.00	\$ 31,500.00
1/4/10 - SMITH MIDDLE	\$	27,500.00	\$ 2,500.00	\$ 30,000.00
2/9/10 - SMITH MIDDLE	\$	27,500.00	\$ 2,500.00	\$ 30,000.00
3/8/10 - SMITH MIDDLE	\$	27,500.00	\$ 2,500.00	\$ 30,000.00
4/8/10 - SMITH MIDDLE	\$	27,500.00	\$ 2,500.00	\$ 30,000.00
5/11/10- SMITH MIDDLE	\$	27,500.00	\$ 2,500.00	\$ 30,000.00
6/10/10 - SMITH MIDDLE	\$	200,000.00	\$ -	\$ 200,000.00
7/8/10 - SMITH MIDDLE	\$	50,000.00	\$ 2,000.00	\$ 52,000.00
8/9/10 - SMITH MIDDLE	\$	50,000.00	\$ 2,000.00	\$ 52,000.00
12/3/10 - SMITH MIDDLE	\$	30,000.00	\$ 3,300.00	\$ 33,300.00
1/21/11 - SMITH MIDDLE	\$	30,000.00	\$ 3,350.00	\$ 33,350.00
	\$	827,670.00	\$ 54,480.00	\$ 882,150.00

	6% ECM ECM	Expenses
HRE Payment 19,224,	546.95 1,153,472.82	50,000.00
	TOTAL PO	1,203,472.82
Payment to date		(882,150.00)
	OWED ECM	321,322.82

as John at "

3/21-3/26 P.O. \$ 537,751, ou \$ 304,950. ou ins w # 282,801.00

BEAUMONT INDEPENDENT SCHOOL DISTRICT PURCHASE ORDER STATUS REPORT

DATE - 3/09/11 TIME - 14:24:57 PROG - PUR.510

______ QUANTITY QUANTITY QUANTITY EXTENDED ORDERED UNIT COST RECEIVED INVOICED CANCELLED OUTSTANDING VENDOR-NAME 070006616 2/26/09 33616 - INTERNATIONAL DESIGN & 801082 BLAPO BLANKET PURCHASE ORDER # 801082 0 250000.00 199.81.6625.86.042.1.99.877 0 .00 CONSULTING STRUCTURAL ENGINEERING 199.81.6625.86.042.1.99.877 0 Ω .00 SERIVCES - SMITH MS 3 199.81.6625.86.042.1.99.877 .00 199.81.6625.86.042.1.99.877 ٥ CHANGE ORDER #1 TO INCREASE PO BY 80000.00 199.81.6625.86.042.1.99.877 Λ .00 0 \$80,000. FOR PROFESSIONAL SERVICES 199.81.6625.86.042.1.99.877 .00 AT SMITH MS - 2/26/09 - DF 199.81.6625.86.042.1.99.877 0 635500.00 8 199.81.6625.86.042.1.99.877 0 .00 CHANGE ORDER #2-INCREASED BY \$873,473.00 9 199.81.6625.86.042.1.99.877 0 0 ADDING TO CONTRACT AMOUNT APPROVED BY .00 199.81.6625.86.042.1.99.877 0 .00 0 BOARD REQUESTED BY LANA THOMPSON 11 199.81.6625.86.042.1.99.877 0 .00 12/17/09 - ES 12 199.81.6625.86.042.1.99.877 .00 13 199.81.6625.86.042.1.99.877 .00 CARRY FOWARD TO FY2011 14 199.81.6625.86.042.1.99.877 0 .00 BKLOCK 9.17.10 15 199.81.6625.86.042.1.99.877 .00 0 16 199.81.6625.86.042.1.99.877 CHANGE ORDER #3-DECREASED LINE 8 BY .00 17 199.81.6625.86.042.1.99.877 .00 237,973.00 FROM 873,473.00 TO 18 199.81.6625.86.042.1.99.877 .00 635,500.00 - FOR DECREASED WORK 19 199.81.6625.86.042.1.99.877 PER ROBERT ZINGLEMANN - 10/25/10-MDW .00 199.81.6625.86.042.1.99.877 BLANKET P/O AMOUNT 965500.00

> PAID TO DATE _____

TOTAL ENCUMBRANCE REMAINING,

83350.00

#### BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672 **BEAUMONT, TEXAS 77704** CONTROLLED DISBURSEMENTS BANK OF AMERICA DALLAS, TX

32-2/1110 TX NO.

DATE CHECK

594

8/31/11 5941

CHECK AMOUNT

**VOID AFTER 90 DAYS** 

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

PAY .

Exactly Four Thousand Nine Hundred

Eighty Dollars and Zero Cents

TO THE ORDER OF

INTERNATIONAL DESIGN & CONSULTING GROUP, INC DBA-ECM 4639 GULF STARR DRIVE DESTIN FL 32541

\$4,980.00

NON-NEGOTI/

Detach and Retain

#### **BEAUMONT INDEPENDENT SCHOOL DISTRICT**

BEAL				BEAUMONT,	ONT, TEXAS NO.				
Descripti	lon		Invoi	се	P/O #	Amount	Disc	E	Paid
	ONAL DESIGNATIONAL DESIGNATION		14083			4,980.00			
Vendor	33 <u>6</u> 16	Voucher	INVOI	CE TOTAL 8/31/11	594179	4,980.00 Check Total		•	0.00

Vendor:

33616

P/O REQUISITION
BEAUMONT INDEPENDENT SCHOOL DISTRICT 3395 HARRISON STREET

Sub-Ledger: Location: NUMBER: 70008006

BEAUMONT, TX 77706 5009

TO: INTERNATIONAL DESIGN & CONSULTING GROUP, INC

DBA-ECM

4639 GULF STARR DRIVE DESTIN, FL

32541 0000

SHIP TO: SMITH MIDDLE SCHOOL 4415 CONCORD RD BEAUMONT, TX

77703 0000

Ref: LANA

(409) 617-5000 ATTN: ROBERT ZINGELMANN

ATTN:

Fax Number: (850) 654-2000 Date: 8/30/11

Required: 8/30/11 Ship:

QUANTITY

DESCRIPTION

TOTAL

INV 14083 8/15/11 - SMITH MS LOCKER

ROOM REMODELING WORK THRU 6/2011

TOTAL

PLEASE NOTE "INSTRUCTIONS TO VENDOR BOX" AND ADDITIONAL CONDITIONS ON BACK OF PO. INCLUDE PO# ON ALL CORRESPONDENCE AND SHIPMENTS. INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED!

199.81.66 25.86.042.1.99.877



## a complete engineering & construction management comp

4639 Gulf Starr Drive • Destin, Florida 32541 • email: jelamad@yahoo.com • Telephone: 850.837.7454 • Fax: 850.65

## INVOIC

DATE	INVOICE NO
8/15/2011	14083

BILL TO

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

	PROJECT NUMBER
SMITH MIDDL	09-01-110.827

		SIVILLA IVIIDDE	09-01-110.827
ITEM	FOR SERVICES RENDER	≣D	AMOUNT
BILLING	FINAL BILLING FOR SMITH MIDDLE SCHOOL BOYS AND GIRLS LOCKER ROOM REMODEL TRAVEL AND EXPENSE THRU JUNE 2011: AIRLINES \$3366.00, HOTELS \$625.00, AUTO F\$960.00, AND GAS \$335.00.	FOR ING WORK	4,980.00

1	PAYMENT DUE AT TIME O	F SERVICES	- INTEREST	ACCRUES
I	AT 1.5% MONTHLY			10011020

TOTAL

\$4,980.00

Les 3/



## a complete engineering & construction management con

4639 Gulf Starr Drive • Destin, Florida 32541 • email: jelamad@yahoo.com • Telephone: 850.837.7454 • Fax: 850

### INVOI

DATE	INVOICE
8/15/2011	1408

**BILL TO** 

BEAUMONT INDEPENDENT SCHOOL DISTRICTG LANA THOMPSON 3395 HARRISON AVENUE BEAUMONT, TEXAS 77706

-	PROJECT NUME
SMITH MIDDL	09-01-110.82

	SMITH MIDDL	09-01-110.82
ITEM	FOR SERVICES RENDERED	AMOI
BILLING	FINAL BILLING FOR SMITH MIDDLE SCHOOL FOR BOYS AND GIRLS LOCKER ROOM REMODELING WORK TRAVEL AND EXPENSE THRU JUNE 2011: AIRLINES \$3366.00, HOTELS \$625.00, AUTO RENTAL \$960.00, AND GAS \$335.00.	4,980
,	199.866 25.86.04	12/1.99.

PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES AT 1.5% MONTHLY

**TOTAL** 

\$4,980

# EXHIBIT 12

	ΑÚ	CORD, CERTIFIC		LITY IN	SURANC	E		04/10%/2009	
Ве 4	11 544	Insurance Group Post Oak Place, Suite	FAX 713-463-4590 320	ONLY AN HOLDER	ID CONFERS NO . THIS CERTIFIC	SUED AS A MATTER OF RIGHTS UPON THE C ATE DOES NOT AMEN AFFORDED BY THE PO	ERTI	IFICATを XTEND®OR	
µ.	- F.	con, TX 77027		INSURERS	AFFORDING CO	VERAGE		NAIC #	
INSI	JRED	Healthy Resources Ente	rprise, Inc.	INSURER A:	Maxum Indemn	ity Insurance		267/43	
		530 N. Sam Houston Parl	kway E.			ds Insurance Co.		382253	
		Suite 300				urance Compny		204/94	
		Houston, TX 77060		INSURER D: L	loyd's Londo	on		852202	
		AGES			ABOVE FOR THE				
Ā	NY RI	OLICIES OF INSURANCE LISTED BE FOUIREMENT. TERM OR CONDITION ERTAIN, THE INSURANCE AFF ORDE IES. ACCRECATE LIMITS SHOWN M	N OF ANY CONTRACT OR OTHER I ED BY THE POLICIES DESCRIBED I	DOCUMENT WITH ILKLIN IS SUBJEC	RESPECT TO WHI	CH THIS CERTIFICATE MA	YBE	ISSUED® OR	
	ADD'I	a transmittania	COLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION		73		
		GENERAL LIABILITY	1	04/11/2009	04/11/2010		1 3	1 , NOO , OO	
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Fa occurence)	\$	50,00	
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$	7 700 00	
A						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$	1, 000,00 2, 000,00	
		CENTI ACCRECATE LIMIT APPLIES PER	\$5,000 DED. EACH CLAIM			PRODUCTS - COMP/OP AGG	-	2,000,00	
		POLICY X PRO- LOC	l certain				+	2,000,00	
·		AUTOMOBILE LIABILITY		04/11/2009	05/11/2009	COMBINED SINGLE LIMIT	\$	000, <b>0</b> 007, 1	
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
В		X HIRED AUTOS				BODILY INJURY (Per accident)	\$		
,*						PROPERTY DAMAGE (Per accident)	\$		
**		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
		ANY AUTO				OTHER THAN EA ACC			
						AGG			
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE AGGREGATE	\$		
		OCCUR CLAIMS MADE				AGGREGATE	\$		
		DEDUCTIBLE					\$		
		RETENTION \$					\$		
		IKERS COMPENSATION AND	8	02/02/2009	02/02/2010	X WC STATU- OTH- TORY LIMITS ER			
c		LOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE			i	E.L. EACH ACCIDENT	\$	1,000,000	
_	(	CER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$	1,0400,000	
	SPEC	CIAL PROVISIONS below		444 ( 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	440 4 1 1 4 41 141	E.L. DISEASE - POLICY LIMIT		1,000,000	
D	Pro	fessional Liability		04/11/2009	04/11/2010	\$1,000,000 \$2,000,000			
		ON OF OPERATIONS / LOCATIONS / VEHICL			SIONS				
		written notice of cand	cellation for non-pay o		TON				
CEI	RTIFI	CATE HOLDER		SHOULD ANY		RIBED POLICIES BE CANCELLEI	D REE	ORE THE	
				i					
ş ş	£)			1	EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFFT,				
		Beaumont ISD Attn: Jane Kinsley		1	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY				
•		3395 Harrison Avenue		1		S AGENTS OR REPRESENTATI			
		Beaumont, TX 77706		AUTHORIZED REP	RESENTATIVE	1.606		77.	

Byron Johnson/RH

# EXHIBIT 13



#### BEAUMONT INDEPENDENT SCHOOL DISTRICT 3395 HARRISON AVENUE BEAUMONT, TX 77706

02/15/13

CHECK NUMBER 620675

**VOID AFTER 90 DAYS** 

****\$20,000.00

BANK OF AMERICA, N.A. Atlanta, Dekalb County, Georgia 64-1278/611 GA

Attents, Dekalle Courn 64-1278611 GA

THE 1177 W

TO

PROTECTORS INSURANCE & FINANCE SERVICES 1177 WEST LOOP SOUTH, STE 625 HOUSTON, TX 77027

PAY TWENTY THOUSAND DOLLARS AND 00 CENTS

Utodro Ree

Devri M: Croney

M

# 6 206 ? 5 IF

CAPTIAL UNE, M.A.

<b>6</b> 15	•
PROTECTORS INSURANCE AND	PAY TO THE ORDER OF CAPITAL ONE HOUSTON, TX 77057

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No		No	03/05/2013		20000.00
	620675				



Strate and the state of the sta

# BEAUMONT INDEPENDENT SCHOOL DISTRICT 3395 HARRISON AVENUE BEAUMONT, TX 77706

DATE 05/13/13 CHECK NUMBER 624374

**VOID AFTER 90 DAYS** 

CHECK AMOUNT

****\$30,000.00

PROTECTORS INSURANCE & FINANCE SERVICES 1177 WEST LOOP SOUTH, STE 625 HOUSTON. TX 77027

PAY THIRTY THOUSAND DOLLARS AND 00 CENTS

TO THE ORDER OF

#624374#

LAPTIBL UNE, H.H.

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No		No	05/28/2013		30000.00
	624374				



#### BEAUMONT INDEPENDENT SCHOOL DISTRICT 3395 HARRISON AVENUE BEAUMONT, TX 77706

07/15/13

626558

VOID AFTER 90 DAYS

****\$10,000.00

BANK OF AMERICA, N.A. Atlanta, Debaib County, Georgia 84-1278/611 (IA

TO THE ORDER

PROTECTORS INSURANCE & FINANCE SERVICES 1177 WEST LOOP SOUTH, STE 625 HOUSTON, TX 77027

PAY TEN THOUSAND DOLLARS AND 00 CENTS

Utohar

Devi Mis Crumy

P

#626558# I

FOR DEPOSIT ONLY
PROTECTORS INSURANCE AND
FINANCIAL SERVICES, LLC

PAY TO THE ORDER OF CAPITAL ONE HOUSTON, TX 77057

 $\times$ 

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No		No	07/25/2013		10000.00
	626558				

# EXHIBIT 14



### BEAUMONT INDEPENDENT SCHOOL DISTRICT

3395 HARRISON AVENUE BEAUMONT, TX 77706

PAY FIFTY FIVE THOUSAND FORTY ONE DOLLARS AND 90 CENTS

DATE 08/02/12 CHECK NUMBER

611476

### **VOND AFTER 90 DAYS**

CHECK AMOUNT

****\$55,041.**9**0

BANK OF AMERICA, N.A. Atlanta, Dekalb County, Georgia 64-1278/611 GA



TO

THE ORDER

FAVRE, SCOTT 565 GLADESTONE ST WAVELAND, MS 39576

#611476#

BEAUMONT INDEPENDENT SCHOOL	OL DISTRICT 339	3395 HARRISON AVENUE, BEAUMONT, TX 77706			11617	
Account Number	Invoice	Check Request ID	Amount	Disc	Paid	
282.51.6219.00.819.99.8//	BISD-GM-037	213891	55,041. <b>90</b>		55,041.90	



# 7044 Stennis Airport Ra., Kiln, MS 39556 Office: 228-466-5644 Fax: 228-466-5645 www.favrepa.com

Beaumont Independent School District

Auth: Robert Zinglemann 3395 Harrison Ave Beaumont, TX 77706

Job: FEMA Grant Management Services

invoice

July 18, 2012

BISD-GM-037

REFERENCE P/O #-801050 --

REFERENCE P/O #-80					
Position	Kate	Hours Worked	Total		
Senior Consultant	\$225.00	43	\$9,675.00		
Consultant	\$135.00	312.5	\$42,187.50		
Çlerical	\$50.00	42.5	\$2,125.00		
production of the Control of the Con	ran Balan ser az rendek bilitarren ez terral				
Expenses					
Lodging			\$0.00		
Meals			\$294.00		
Travel			\$760.40		

Total
Outstanding Balance
Total Amount Due

\$55,041.90 \$44,994.70 \$100,036.60

### Beaumont Indpendent School District FEMA Grant Management Invoice August 6, 2011 - July 6, 2012

Employee	Position		Rate	Hours Worked	Total
Scott Favre	Senior Consultant Consultant		\$225.00 \$135.00	43 312.5	\$9,678.00 \$42,187.50
Clerical	Concultant		\$50.00	42.5	\$2,125.00
Expenses		:			
Lodging	Per Diem		\$82.00		\$0. <b>0</b> 0
Meals	Per Diem		\$49.00	6	\$294.00
				Total Mileage	
Travel	Per Mile		\$0.550		\$0.00
	Flight Rental Car	\$	380.20	2	\$760.40
Employee	Position		Rate	Travel Time	Total
Scott Favre	Senior Consultant				\$0.00
Garrett Tapper	Consultant		\$20.00		\$0.00
Office Expense	Actual Cost				
Total Amount Due					\$55,04 <u>1.90</u>

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*Total Hours Worked For Period 43 312.5 42.5	*Total Hours Worked For Period		43 3°	12.5	42.5

Selected Position: null

Role Name: Admin Assistant Chief Business Officer

Fiscal Year: 2012

Requestor: Thompson, Lana M

Check Request ID: 213891

Fiscal Year: 2012

Category: Consulting-Educational

Vendor: Favre, Scott 11617

Supporting Documentation: Attached

Remit To: 565 GLADESTONE ST; WAVELAND, Mississippi 39576

Contract(s):

Needed By: 07-25-2012

Requestor: 6657- Thompson, Lana M

Event Date: 07-24-2012

Route Check: Send to Vendor

Justification: FEMA Grant Management Services

Need Separate Check?:

W-9 Status:

Subject to 1099-MISC:

Invoice Number: BISD-GM-036

Amount: 44994.70

Description: FEMA Services - August 24, 2011

Account: 282.51.6219.00.819.99.877 - 100.0%

Invoice Number: BISD-GM-037

Amount: 55041.90

Description: FEMA Services - July 18, 2012

Account: 282.51.6219.00.819.99.877 - 100.0%

Total Check Request Amount: \$100036.60

File

Type

Scott Favre.pdf .pdf

# EXHIBIT 15

## Beaumont Independent School District **Bid Summary**

#### **Bid Information**

#### Bid Creator

Naomi Lawrence-Lee Assistant Director of Finance/Purchasing

Email nlawren@beaumont.k12.tx.us

Phone (419) 617-5041

Fax (419) 617-5175 nlawren

Bid Number

Title

Risk Management/Insurance Consulting

Services Bid Type RFQ

Issue Date 05/30/2013

Close Date 6/13/2013 2:00:00 PM CT

#### Contact Information

Address

Contact

Department

3395 Harrison Avenue Purchasing Department Beaumont, TX77706 Naomi Lawrence-Lee Purchasing Department Central Administration

Building Floor/Room United States 409 (409) 6175041 409 (409) 6175175 Telephone Fax

Email nlawren@beaumont.k12.tx.us

#### Ship to Information

Address

3395 Harrison Avenue Purchasing Department Beaumont, TX 77706

Contact Naomi Lawrence-Lee, Asst. Director of

Finance/Purc **Purchasing Department** 

Department Building Floor/Room Telephone

Fax

Email

**United States** 409 (409) 6175041 409 (409) 6175175

nlawren@beaumont.k12.tx.us

#### **Bid Notes**

The BEAUMONT Independent School District (the District) is accepting proposals to select a Consulting Service with "value added" services to assist BEAUMONT ISD with its risk management portfolio, including the specifications, plan design, evaluation, and implementation of all lines of insurance.

#### **Bid Messages**

**Bid Attributes** 

#### Name Note Response Terms and Conditions Acknowledgement I have read, understand and agree to all terms and Required conditions contained on this bid. Evaluation Criteria for Proposals 10%- Completeness and accuracy of the RFQ Display responses. 45%- Consulting Service's ability to provide services 10% -Cost of services. 10%- Experience of personnel assigned to the District 15%- Relevant experience with other school districts. 6. 5%- Management and organization of the Consulting Services 5%- Working relationship with the BEAUMONT ISD staff and other third party representatives as required by BEAUMONT ISD. Commercial Property Please indicate consultants ability to provide services for Required lines of insurance. Valid Responses: Please Select, Yes, No. Fleet Liability Please indicate consultants ability to provide services for Required Valid Responses: [Please Select], Yes , No Underground Storage Tank Liability Required Valid Responses: [Please Select], Yes, No **Boiler Machinery Coverage** Please indicate consultants ability to provide services for

lines of insurance.

Valid Responses: [Please Select], Yes , No

Required

7	Group Voluntary Products	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
8	Health Stop Loss Coverage	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
9	Loss Control Services	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
10	Benefit Plan Risk Management Services	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
11	Student/Athlete Accident Coverage	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes, No	Required
12	Excess Workers' Comp Coverage	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
13	Group Health TPA Services	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
14	P & C Risk Management Services	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
15	Commercial General Liability	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
16	Auto Physical Damage	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
17	School Board Legal Liability	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
18	Fire Alarm Installation Liability	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
19	Law Enforcement Liability	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
20	Employer's Liability Coverage	Please indicate consultants ability to provide services for lines of insurance.  Valid Responses: [Please Select], Yes , No	Required
21	Proposal Validity	Proposal shall remain valid, pending award through: (please enter the date).	Optional
22	Resident Certification	I certify that my company is a resident vendor.	Optional

23	Non-Resident Vendor	As defined by Texas Government Code 2252.001, a nonresident vendor means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. If you qualify as a nonresident vendor, you must furnish the following information: Resident state address? (The state	Optional	
		in which your principal place of business is located.)		
24	CIQ-1	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Display	
25	CIQ-2	Name of person doing business with local governmental entity.	Optional	
26	CIQ-3	Is the local government officer names in this section receiving or likely to receive taxable income from the filer of the questionnaire?  Valid Responses: [Please Select], Yes, No	Required	
27	References	Three references are required. Please include company name, contact person name, address, telephone number, fax number, and email address.	Display	
28	Reference 1	Please enter reference 1 of 3 in the field provided.	Required	
29	Reference 2	Please enter reference 2 of 3 in the field provided.	Required	
30	Reference 3	Please enter reference 3 of 3 in the field provided.	Required	
31	Felony Conviction Notification	Please select one from the pull-down menu. If you answer yes to this question, you must provide an explanation in on attribute number 6.  Valid Responses: [Please Select], NO-Firm not owned/operated by a convicted felon, YES-Firm owned/operated by convicted felon, NOT APPLICABLE - Publicly Held Company	Required	
32	Felony Conviction Explanation	If you answered yes to attribute 5, please provide an explanation.	Optional	
33	Location	What city is your primary business located in?	Optional	
34	Delivery Business Days	Please enter the number of business days for delivery.	Required	
35	Delivery Date Guarantee	Please enter the delivery date.	Required	
Invi	ted Vendors			
Vend	dor Name Co	ontact Name City, State Invitation Em	nail	Invite Type
HUB	ncial Benefit Services (FBS) INTERNATIONAL INSURANCE	Richardson, TX EL PASO, TX		Manual Manual
	VICES riff, Seibels & Williams of Texas, Inc.	Addison, TX		Manual

#### EXHIBIT " C " Page 7 of 8

Protectors Insurance and Financial
Services, LLC
Robert V. Reim Company, Inc.
Frost Insurance
GWEN TAYLOR AGENCY
McGriff, Seibels & Williams
Texas State Billing Services
Thomas L. Evans

Austin, TX
San Antonio, TX
PEARLAND, TX
Houston, TX
Austin, TX
McKinney, TX

Houston, TX

Manual
Manual
Auto

(	Qty	UOM	Description	
1	1.0000	Annual	The BEAUMONT Independent School District (the District) is accepting poservice with "value added" services to assist BEAUMONT ISD with its rise the specifications, plan design, evaluation, and implementation of all lines	k management portfolio, includin
li	tem Attri	butes: Please	based for all lines of business	of insurance. Provide a flattee
 			based for all lines of business review the following and respond where necessary  Note	
	[‡] Nar		based for all lines of business review the following and respond where necessary	Response Required



# BEAUMONT INDEPENDENT SCHOOL DISTRICT Beaumont, Texas

EXHIBIT "C" Page 1 of 8

TO

: Dr. Timothy B. Chargois

Superintendent of Schools

**FROM** 

Dr. Shirley Bonton

Deputy Superintendent for Financial Services and Elementary Administration

Devin McCraney Director of Finance

DATE

September 19, 2013

**SUBJECT** 

Consider and, if Appropriate, Take Action to Approve Offer for Risk Management /Insurance Consulting Services.

Attached are responses received for Risk Management /Insurance Consulting Services. A total number of ten (10) responded to the bid opportunity. The appropriate Legal Notice was posted and we received two (2) responses. Included in the 2013-2014 bid is a renewal option up to four (4) year period to extend the contract at the option of the district. The vendor shall assist the District in all insurance programs including professional services in reviewing and analyzing proposals.

Purchases from this bid will be charged to the appropriated fund.

AGENDA: 9/19/2013

NLL/mdw



Neal W. Welch Willis of Texas, Inc. 920 Memorial City Way, Ste. 500 Houston, Texas 77024 Tel: 713-625-1116 Fax: 281-558-5101 neal.welch@willis.com

July 25, 2013

Ms. Naomi Lawrence-Lee MBA, CTSBS Assistant Director Finance Beaumont ISD 3395 Harrison Ave Beaumont, TX 77706

Subject:

Best and Final Offer RFP#14-03 Risk Management Insurance Consultant

Dear Ms. Lawrence - Lee,

Thank you for inviting Protectors Insurance and Willis of Texas to provide oral interviews on July 24th. We enjoyed the exchange of information and the clarification of the Districts' intent and need for service.

In response to your request for a Best and Final Offer, both Protectors Insurance and Willis of Texas offer the following responses:

#### **Protectors Insurance**

Property and Casualty Consulting Services Fee: \$40,000

#### Willis of Texas

Willis of Texas responded to the RFP with a unique approach toward Human Capital Consulting Services (HCCS) for the District. Our approach embraces all HCCS services that the District will need to support your internal and external processes involved with employee benefits. We propose to provide all consulting and administration services as described in our proposal using commission dollars imbedded in voluntary benefit programs now in place and those added in the future. While our submitted proposal and interview discussion may have deviated from your initial intent to discover consulting service capability, we believe the "Benefits Complete" model of support to the District is the most effective and efficient approach for the District. We look forward to a continued dialog on our proposal and the specific needs of the District. This offer anticipates work to begin with approval of this RFP with a target date of 11/1/2014 for new placement implementation. A detailed timeline of all services will be provided when we understand the complete needs of the District in support of this project.

On behalf of Protectors Insurance and Willis of Texas we thank you for considering our proposals of service. We will work very hard to exceed the requirements of this RFP and meet your expectations of excellence in consulting services.

Best Regards,

Mark Williams

President

Protectors Insurance

Neal W. Welch

Practice Leader

Willis of Texas, Inc.



# CERTIFICATE OF LIABILITY INSURANCE Page 1 of 1

DATE (MM/DD/YYYY) 09/26/2013

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

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

c	ertificate holder in lieu of such e	ndo	rsement(s).	idorsement. A s	tatement on tr	ils certificate does not confer i	rights to the		
PRO	DDUCER			CONTACT		:			
	Willis Group			NAME:					
	One World Financial Ct 200 Liberty St.	r.		(A/C, NO, EXT): 87	77-945-737	8 (A/C, NO): 888-46	7-2378		
	New York, NY 10281			ADDRESS certificates@willis.com					
				INSURER(S)AFFORDING COVERAGE NAIC#					
	IDED			INSURER A: Natio	nal Union F	ire Insurance Co. of Pitt	19445-001		
INS	URED Willis North America I	n a		INSURER B:					
	One World Financial Ct			INSURER C:		-			
	200 Liberty Street New York, NY 10281			INSURER D:					
	New 101k, N1 10261		<u>i</u>						
	3			INSURER E:					
CO	VERAGES CERT	IEIC	ATE NUMBER	INSURER F:					
		IFIC.	ATE NUMBER: 20493406	· · · · · · · · · · · · · · · · · · ·		REVISION NUMBER:			
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A	GENERAL LIABILITY	Y		7/1/2013	(MM/DD/YYYY)				
	X COMMERCIAL GENERAL LIABILITY	_		//1/2013	7/1/2014	DAMAGE TO RENTED	000,000		
	CLAIMS-MADE X OCCUR					PREMISES (Ea occurence) \$ 1,	000,000		
						MED EXP (Any one person) \$	10,000		
	X Contractual Liability					PERSONAL & ADV INJURY \$ 1,	000,000		
						GENERAL AGGREGATE \$ 5,	000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						000,000		
	X POLICY JECT LOC					\$			
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$			
	ANY AUTO		•			BODILY INJURY(Per person) \$			
	ALL OWNED SCHEDULED AUTOS AUTOS					BODILY INJURY(Per accident) \$			
	HIRED ALITOS NON-OWNED					PROPERTY DAMAGE			
	AUTOS					(Per accident) \$			
	UMBRELLA LIAB OCCUR					\$			
					-	EACH OCCURRENCE \$			
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$			
	DED RETENTION\$					\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		·			WC STATU- OTH- TORY LIMITS ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT \$			
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE \$			
·	DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT \$			
						E.E. DIOLAGE TOLICI LIMIT			
DES	CRIPTION OF OPERATIONS/LOCATIONS/VEHICL	ES (At	tach Acord 101, Additonal Remarks Scheo	ule if more space is re	autro d\				
Bea	umont ISD is included as a	n Ao	dditional Insured as r	espects to	General Li	ability			
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^-	DISTORTE								
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	•			SHOULD ANY OF	THE ABOVE DE	SCRIBED POLICIES BE CANCELLE	D BEFORE		
				ACCORDANCE!	N DATE THER	EOF, NOTICE WILL BE DELIV	ERED IN		
	-			ACCORDANCE W	THE POLIC	Y PROVISIONS.			
	Beaumont ISD		·	AUTHORIZED REPRES	SENT TIVE				
	Attn: Purchasing Departmen 3395 Harrison Avenue	ıc		1	1 Jun X		1		
	Beaumont, TX 77706				4		1		

## Willis Legal Entities as of 01-01-2010

Name	
Hilb Rogal & Hobbs of Atlanta, Inc.	
Willis Insurance Services of Atlanta, I	nc
Willis of Massachusetts, Inc.	110.
Baccala & Shoop Insurance Services	
Freberg Environmental, Inc.	
Hilb Rogal & Hobbs Investment Comp	
Hilb Rogal & Hobbs Services Company	oany .
HRH Consulting, LLC	ıy
HRH E&S Services, LLC	
HRH Investment Advisors, LLC	
HRH Risk Mitigation, Inc.	
HRH Securities, LLC	
Hunt Insurance Group, LLC	
InsuranceNoodle of Massachusetts, In	nc.
InsuranceNoodle, Inc.	
New World E&S, LLC	
Philadelphia Benefits, LLC	
Premium Funding Associates, Inc.	
Queenswood Properties, Inc.	
SB&T Captive Management Company	
Smith, Bell & Thompson, Inc.	
Westport Financial Services, LLC	
Westport HRH, LLC	
Willis Administrative Services Corpora	ation
Willis Americas Administration, Inc.	
Willis Corroon Corporation of Sacram	ento
Willis Giaconia Life, LLC	ento
Willis HRH, Inc.	
Willis Insurance Brokerage of Utah, In	
Willis Insurance Services of California	Inc.
Willis Insurance Services of Georgia, I	i, IIIG.
Willis Insurance Services of Georgia, I	ing.
Willis Management (Vermont) Ltd.	inc.
Willis of Alabama, Inc.	
Willis of Alaska, Inc.	
Willis of Arizona, Inc.	
Willis of Colorado, Inc.	
Willis of Connecticut, LLC	
Willis of Delaware, Inc.	
Willis of Florida, Inc.	
Willis of Greater Kansas, Inc.	
Willis of Illinois, Inc.	
Willis of Kansas, Inc.	
Willis of Louisiana, Inc.	
Willis of Maryland, Inc.	
Willis of Michigan, Inc.	And the second s
Willis of Minnesota, Inc.	
Willis of New Hampshire, Inc.	
Willis of New Jersey, Inc.	
Willis of New York, Inc.	
Willis of North Carolina, Inc.	
Willis of Northern New England, Inc.	
Willis of Ohio, Inc.	
Willis of Oklahoma, Inc.	

# Willis Legal Entities as of 01-01-2010

Willis of Pennsylvania, Inc.	· ·
Willis of Seattle, Inc.	
Willis of Tennessee, Inc.	
Willis of Texas, Inc.	
Willis of Virginia, Inc.	
Willis of Wisconsin, Inc.	
Willis of Wyoming, Inc.	
Willis Personal Lines ,LLC	
Willis Programs of Connecticut	
Willis Re Inc.	
Willis Securities, Inc.	
Willis Services LLC	

#### BEAUMONT INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting - September 19, 2013

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, September 19, 2013 at 7:15 p.m. in the Board Room of the Administration Building located at 3395 Harrison Street in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this Meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

#### **ROLL CALL**

Present:

Woodrow Reece, President Janice Brassard, Vice President Terry Williams, Secretary Gwen Ambres, Member Zenobia Bush, Member Mike Neil, Member Tom Neild, Member

Absent:

None

School Officials

Present:

Superintendent, Dr. Timothy Chargois; Deputy Superintendent, Dr. Shirley Bonton; Assistant Superintendents, Dr. Dwaine Augustine, Ms. Patricia Lambert, Mr. Philip Brooks; Chief Business Officer, Mr. Robert Zingelmann; Executive Director of Personnel, Ms. Sybil Comeaux; Special Assistant to the

Superintendent, and School Attorney, Ms. Melody Chappell

Absent:

Ms. Jessie Haynes

#### **ESTABLISHMENT OF A QUORUM**

President Woodrow Reece declared a quorum.

#### **PLEDGE OF ALLEGIANCE**

The West Brook High School NJROTC presented the colors. The pledges to the American and Texas flags were led by Riley Sellers, a 5th grade student from Roy Guess Elementary School.

#### INVOCATION

Amanda Doucette, an eleventh grade student at Clifton J. Ozen High School, gave the invocation.

#### **APPROVAL OF THE MINUTES**

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve the minutes of the special meetings, August 22 and September 4, 2013, Public Hearings of August 15, and August 22, Building and Grounds Meeting of September 16, 2013 and regular meeting, August 15, 2013.

President Woodrow Reece called for a vote of the minutes.

YEAS:Trustees Woodrow Reece, Janice Brassard, Terry Williams, Gwen Ambres, Zenobia Bush, Mike Neil, and Tom Neild

NAYS:

None

#### **REPORTS**

- 1. Status of State Comp Ed Funds Report
- 2. District Educational Improvement Committee Minutes, January 14, 2013

#### REPORT OF THE SUPERINTENDENT OF SCHOOLS

Principals for the 2013-2014 School Year were recognized: 1.

#### **ELEMENTARY SCHOOLS**

Ms. Holley Hancock Amelia Elementary School (Reading and ELA) Ms. Lisa Bolton Bingman Head Start (Distinguished) Ms. Barbara Hardeman Blanchette Elementary School Ms. Valerie Simon Caldwood Elementary School Mr. Wayne Wells Charlton-Pollard Elementary School Ms. Susan Brown Curtis Elementary School (Top 25% Progress School) Dr. Paul Shipman Dishman Elementary School Ms. Cynthia Washington Fehl-Price Elementary School Ms. Anita Frank Fletcher Elementary School (Reading, ELA/Math/Top 25% Progress school) Ms. Shaunte' Guillory Jones-Clark Elementary School (Reading/ELA/Math) Ms. Debra Oge Roy Guess Elementary School (Reading and ELA) Ms. Ava Colbert Homer Drive Elementary School (Reading and ELA/Math and Top 25% Progress) Ms. Patricia Blueford Lucas PreK₄ (Distinguished) Ms. Martha Fowler Martin Elementary School Mr. Jim Wilson Pietzsch-MacArthur Elementary School Dr. Lydia Bahnsen Regina Howell Elementary School MIDDLE SCHOOLS Ms. Dana Lewis Austin Middle School

Mr. Jackie Cotton M. L. King Middle School Ms. Shannon Pier-Allen

Marshall Middle School (Reading and ELA/Math and Top 25% Progress School)

Ms. Matilda Hickman Odom Academy (Reading and ELA) Mr. Wilbert Andrews Willie Ray Smith Middle School

Mr. Duaine Harris South Park Middle School (Reading/ELA and Math)

Dr. Brian Abel Vincent Middle School

#### HIGH SCHOOLS

Mr. Orion Carr Central Medical Magnet High School Mr. Odis Norris Clifton J. Ozen Magnet High School Mr. Randall Maxwell West Brook High School (Top 25% Progress School)

ADDITIONAL FACILITIES

Mr. Richard Cantu Pathways Learning Center Ms. Elvena Colbert Paul A. Brown Center

Mr. Michael Shelton Taylor Career and Technology Center

Mr. Jessie Kibbles **Adult Education Center** 

Bond 2007 Update - Dr. Chargois discussed the building and grounds committee meeting 2. held on Monday, September 16, 2013. He spoke about the West Brook ground breaking for the new auditorium. Trustee Zenobia Bush went over the project status report and stated that we do have a certificate of occupancy. We will have a CABC meeting on next week to release the bond committee. We are still having some contract issues with Morganti, a settlement was approved for them to get the project done; and there is still an issue with contingency money.

There is still some work that needs to be done at the field house at West Brook. Ozen-there is still a problem with the HVAC at one of the buildings.

Trustee Tom Neild stated that we had a very productive walk through and had representatives from Parsons, Bill Smith and Don Burroughs with Fittz and Shipman. We had a team effort on what was beneficial as far as getting the job done in the right way. There were some ADA issues; we have a good game plan. Minor punch list items, the contractor has agreed to repair them. The auditorium, field house, several housekeeping issues that the contractor still has to do. We are continuing to have problems with the roof leak. There is a drainage issue at the entrance of the auditorium and at the field house that we need recommendations on the best resolve to this issue.

Dr. Chargois thanked Mr. Bill Smith of Fittz and Shipman for his work with the transition on the projects. Dr. Chargois also stated that we need to make sure that we do everything that is right by the community. "We got a lot of facilities for our buck".

3. State of the District – Dr. Chargois stated that October 10 at 5:30 p.m. training for the board from CRSS, Julian Trevino. It will cover teambuilding, governance and management.

#### **DISCUSSION**

- Trustee Behavior President Reece stated that it should be up to the board president to put things on the agenda for discussion. We need training in this district, some of us are training. Region 5 has come to us before. We need to know what's in policy, we are working on some policies, we encourage all trustees to attend training. He spoke about healing. We will get some policies in place where the public cannot just come in and say everything that they want to say.
- 2. Discrepancies between AP and Check Register Trustee Tom Neild stated that he received a letter from Prologic that handles our software account, but he made copies for trustees of what they found is that there are still several problems that have been occurring since the month of May. He requested that BISD sends the handout to them and ask them about that.
- Discuss September 13, 2013, letter from Tax Accessor Collector Trustee Tom Neild requested discussion of the issues addressed in the letter.

#### **ACTION ITEMS**

ACTION TAKEN ON EXHIBIT(S) "A.1", "A.2", "A.3".

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibits A.1, A.2 and A.3.

Approved -Tax Collection Report (Exhibit "A.1") — Administration recommended acceptance of the Tax Collection Report in the amount of \$377,538.89 including certification of tax collections for the month of August 2013; tax collector monthly report of August 2013; and deposit distribution of August 2013. (Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

<u>Approved - Business Office Report (Exhibit "A.2")</u> – Administration recommended approval of the Business Office Report, including the general fund reports, August 2013; debt service reports, August 2013; capital projects report, August 2013; internal service funds August 2013; scholarship fund report, August 2013; and investment report, August 2013.

<u>Approved - Amendments to 2013-14 Budgets (Exhibit "A.3")</u> – Administration recommended approval of amendments to the following budgets:

199	General Fund	#001
205	Head Start	#002
206	McKinney – Vento Homeless Education	#003
211	ESEA Title I Part A Improving Basic Programs	#004
220	Title II AEFLA Section 225 Corrections & Institution	#005
255	ESEA Title II Part A TPTR	#006
286	AARA Title I Priority School – Brown Center	#007
309	Title II AEFLA Section 231 Federal	#008
312	TANF for Adult Education - Federal	#009
410	Instructional Materials Allotment	#010
431	Title II AEFLA State Adult Education	#011
432	TANF for Adult Education - State	#012

435 Regional Day School for the Deaf - State

493 DaVinci Minds, Inc.

#013 #014

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS:

None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit(s) "B"

Consider and, if Appropriate, Take Action to Accept the Application of BASF Corporation for an Appraised Value Limitation on Qualified Property, to Authorize the Superintendent to Review the Application for Completeness, and to Submit to the Comptroller. (Exhibit "B") – It was recommended to Take Action to Accept the Application of BASF Corporation for an Appraised Value Limitation on Qualified Property, to authorize the Superintendent to Review the Application for Completeness, and to submit to the Comptroller.

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS:

None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit(s) "C", "D" and "E"

Consider and, if Appropriate, Take Action to Approve Offer for Risk Management/Insurance Consulting Services. (Exhibit "C") – It was recommended to Take Action to Approve the Offer from for Risk Management/Insurance Consulting Services.

<u>Consider and, if Appropriate, Take Action to Approve Bid for Waste Management Services.</u>
(<u>Exhibit "D"</u>) – It was recommended to take action to Approve Bid from Triangle for Waste Management Services.

<u>Consider and, if Appropriate, Take Action to Approve Bid for Vincent MS Cafeteria</u>
<u>Modifications. (Exhibit "E")</u> – It was recommended to take action to approve a Bid for Vincent MS Cafeteria Modifications.

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Reece, Brassard, Williams, Ambres, Bush

NAYS:

Trustees Tom Neild and Mike Neil

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "F"

<u>Consider and, if Appropriate, Take Action to Approve Third Year Option for Audio Services.</u>
(<u>Exhibit "F"</u>) – It was recommended to take action to Approve Third Year Option for Audio Services.

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Reece, Brassard, Williams, Ambres, Bush and Neild

NAYS:

Trustee Mike Neil

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "G"

Consider and, if Appropriate, Take Action to Engage with an Independent Auditor to Audit Five Selected Projects for the Initial Phase of the 2007 Bond Program. (Exhibit "G") – It was recommended to take action to Engage with an Independent Auditor to Audit Five Selected Projects for the Initial Phase of the 2007 Bond Program.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush

NAYS: Trustees Tom Neild and Mike Neil

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, that the board convenes its closed executive session for personnel.

#### **PERSONNEL**

President Woodrow Reece announced at 9:13 p.m. in the public (open) meeting that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) and (2) of Texas Government Code, and that any action which the Board might take would be in public (open) session. Executive Session recessed at 9:21 p.m. and in public (open) session the Board took action on the following:

#### PERSONNEL RECOMMENDATIONS: EXHIBIT "L"

#### 1. Retirements

Christ, Cheryl D., Reading Teacher, Curtis Elementary, effective 01/31/14

Hall, James E., Special Education Teacher, West Brook High School, effective 09/30/13

#### 2. Resignations

Alfred. Stephanie, an English teacher at Central, effective 09/11/13

Boykin-Durden. Veronica, an Assistant Principal at West Brook, effective 09/06/13

Castille, Marcus, a Science teacher at Central, effective 06/08/13

Collins. Janell, a Level 2 teacher at Homer, effective 08/00/13

Cronk. Pauline, a Counselor at Regina, effective 09/27/13

Cummings, Stephanie, an Eagle Librarian at the Administration Annex, effective 09/03/13.

Eshliman, James, a Health Science teacher at Central, effective 09/10/13.

Mclemore. Sojourner, a Graduate Assistance Coordinator at Central, 08/22/13.

Moor. Beshka, a Special Education teacher at Austin, effective 06/08/13.

Nguyen. Anna, a Special Education Counselor at the Administration Building, effective 09/06/13

Pitre. Chad, a Science teacher at Central, effective 10/11/13

Powell. Casey, a Physical Education teacher at King, effective 06/08/13

Price. Richard L., a Mathematics teacher at Ozen, effective 09/11/13.

Simon. Shelly Lynn, a Diagnostician at Pietzsch, effective 09/13/13

Stroud, Lucy A, a Choir Director at Austin, 09/06/13

Tripplett. Cheryl A, a Title I Curriculum Coordinator at Charlton-Pollard, 09/09/13

Weir. Staci, a Speech Therapist at West Brook, 08/19/13

#### 3. New Employee Contract Recommendations

Abel. Holly, a Level 1 teacher at Curtis, effective September 3, 2013, and ending on June 7, 2014.

Alfred, Michael, a Special Education teacher at Fehl-Price, effective August 30, 2013 and ending on June 7, 2014.

Bevil, Andre, a Special Education teacher at Central, effective August 19, 2013, and ending on June 7, 2014.

Boyles. Bud, a Social Studies teacher at Ozen effective August 19, 2013 and ending on June 7, 2014

Cardona, Rosario, a Spanish teacher at Ozen, effective August 26, 2013, and ending on June 7, 2014

Dukes. Loretta K., a Special Education teacher at Regina, effective August 19, 2013, and ending on June 7, 2014.

Edwards. Brent, a Social Studies teacher at Pathways, effective on August 19, 2013, and ending on June 7, 2014.

Fore. Cari B., an English teacher at Ozen, effective on August 26, 2013, and ending on June 7, 2014...

Gilford. Rachel, a Pre-kindergarten teacher at Bingman, effective August 19, 2013, and ending on June 7, 2014.

Gipson. Tina L., a Science teacher at South Park, effective September 3, 2013, and ending on June 7, 2014.

Hicks. Pamela, a Pre-kindergarten teacher at Amelia, effective August 19, 2013, and ending on June 7, 2014.

Johnson. Isaiah, a Spanish teacher at Central, effective August 26, 2013, and ending on June 7, 2014.

Johnson. Jeralyn, a Culinary Arts teacher at the Career Center, effective August 19, 2013, and ending on June 7, 2014.

Leviege. Jade, a Kindergarten teacher at Guess, effective August 19, 2013, and ending on June 7, 2014.

Maull. Chrishina, a Level 4 teacher at Jones-Clark., effective August 19, 2013, and ending on June 7, 2014.

Mitchell, Pamela Coty, a Level 5 teacher at Fletcher, effective September 12, 2013, and ending on June 7, 2014.

St. Julian. Jeremy, a Mathematics teacher at Smith, effective August 19, 2013, and ending on June 7, 2014.

Scott. KeeYatha, a Reading teacher at Smith effective August 19, 2013, and ending on June 7, 2014.

Snider. Kristan, a Social Studies teacher at Marshall, effective August 19, 2013, and ending on June 7, 2014.

Spurlin. Karen Lynn, a Social Studies teacher at Brown Center, effective September 9, 2013, and ending on June 7, 2014.

Stuckey. Megan, a Speech teacher at Marshall, effective August 20, 2013, and ending on June 7, 2014.

Sylvester. Lydia, a Level 4 teacher at Homer, effective August 19, 2013, and ending on June 7, 2014.

Unusdeen. Narisa, a Science teacher at Smith, effective August 26, 2013, and ending on June 7, 2014.

Wier, Cindy, a Choir teacher at Marshall, effective August 23, 2013, and ending on June 7, 2014.

Williams. Exalton, a Mathematics teacher at Smith, effective September___, 2013, and ending on June 7, 2014.

Williams. Thomas C. Jr., a Social Studies teacher at Vincent, effective August 27, 2013, and ending on June 7, 2014.

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve the following administrative recommendations:

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS:

None

Motion Passed

#### 3. Administrative Recommendations

Trustee Tom Neild moved, seconded by Trustee Zenobia Bush to approve the following administrative recommendations:

Approved - Program Evaluator - Administration Building - Dr. Paul Shipman

Approved - Assistant Principal - West Brook High School - Rachel Guidry

<u>Approved – Title I Curriculum Coordinator - Charlton-Pollard Elementary School</u> – Coach Charles Colvin

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Woodrow Reece, Janice Brassard Terry Williams, Gwen Ambres, Zenobia

Bush, Mike Neil and Tom Neild

NAYS:

None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "H"

Approved District Administrators as the 2013-2014 Professional Development and Appraisal System (PDAS) Appraisers (Exhibit "H") Approval was recommended for ninety-four (94) district administrators having completed the certification course and instructional leadership training required for PDAS.

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS:

None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "I"

Approved - Contract with Communities in Schools, Southeast Texas Inc. (Exhibit "I"). It was recommended to approve a contract with Communities in Schools, Southeast Texas, Inc.

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS:

None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "J" and "K"

Approved - Action to Issue Certificate of Election and Approve Resolution Declaring the Unopposed Election of Ms. Gwen Ambres to a Four Year Term as Trustee of District IV, and Mr. Tom Neild to a Four Year Term as Trustee of District VI. (Exhibit "J") — It was recommended to take Action to Issue Certificate of Election and Approve Resolution Declaring the Unopposed Election of Ms. Gwen Ambres to a Four Year Term as Trustee of District IV, and Mr. Tom Neild to a Four Year Term as Trustee of District VI.

<u>Approved - Amended Election Order and Notice for November 5, 2013, School Trustee</u>
<u>Election. (Exhibit "K")</u> – It was recommended to approve an Amended Election Order and Notice for November 5, 2013, School Trustee Election.

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Woodrow Reece, Terry Williams, Gwen Ambres and Zenobia Bush

NAYS:

Trustees Tom Neild, Janice Brassard and Mike Neil

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "M"

Consider and, if Appropriate, Take Action to Approve payment to Jefferson County Tax

Assessor Collector for the Research, Programming, and other costs related to Interpretation
of the Plan I redistricting map as well as the costs of issuance of new voter registration cards
for voters in BISD. (Exhibit "M") – It was recommended to approve payment to Jefferson County
Tax Assessor Collector for the Research, Programming, and other costs related to Interpretation of
the Plan I redistricting map as well as the costs of issuance of new voter registration cards for voters
in BISD at a cost of \$64,000.

President Woodrow Reece called for a vote of the motion.

YEAS:

Trustees Woodrow Reece, Terry Williams, Gwen Ambres and Zenobia Bush

NAYS:

Trustees Tom Neild, Janice Brassard and Mike Neil

Motion Passed

The board convened back in its open session to discuss its legal portion of the executive session at 9:49 p.m. At approximately 11:30 p.m., the board reconvened its open session.

Consider and, if Appropriate, Take Action to Discuss Procedure and Calendar of Annual Evaluation of Superintendent of Schools (Executive Session) (Exhibit "N") – It was recommended to take action to Discuss Procedure and Calendar of Annual Evaluation of Superintendent of Schools.

No action

<u>Discuss, deliberate, and possibly take action regarding the August 1, 2013, investigation.</u>
(<u>Executive Session</u>) (No Exhibit)—It was recommended to take action to Discuss, deliberate, and possibly take action regarding the August 1, 2013, investigation.

No action

#### **COMMUNICATIONS**

- 1. Mark McClellan, 1270 Nottingham Lane Board Communications being moved to the end of the meeting. Requested proof of the tax hearing being posted in a legal ad in the newspaper, and still have not received it.
- 2. Ricky Jason, 540 Threadneedle -Let's All Get Along (Did not Speak)
- 3. Harold Roberts, 2348 Goliad Street People of Color (Did not Speak)
- Jimmie Herrington, 101 Berkshire, Bullying Hostile Work Environment, Resignation of Trustee Mike Neil.

- Pam Shelander, 5555 Clinton, Agenda Items \$71M is missing. Making sure the kids get an
  education.
- 6. David Pete, 4390 Corley Avenue, BISD You are here to represent this district and this community. Some matters have not been considered. Requested a report about the incident at West Brook with the kids dressed in a derogatory manner and a banana last year and still have not received it.
- 7. Stephen Watson, 6015 Townhouse Lane, Leadership integrity and going after the \$2M.

#### SIGN UP

1. **Michael Getz**, 7950 Phelan Blvd., BISD – it is hard to heal if you act like a heel. did not like that the communications portion of the agenda was moved to the end.

#### **ADJOURNMENT**

President Woodrow Reece asked if there was any other business to come before the board; there being none, he adjourned the meeting at 11:49 p.m., Thursday, September 19, 2013.

Woodrow Reece, President Beaumont ISD Board of Trustees Terry D. Williams, Secretary Beaumont ISD Board of Trustees



## BEAUMONT Independent School District

**Purchasing Department** 

Naomi Lawrence-Lee, M.B.A., Assistant Director of Finance/Purchasing 3395 Harrison Avenue, Beaumont, TX 77706 (409) 617-5041 Fax (409) 617-5175 www.beaumont.k12.tx.us/business/bids

## NOTICE OF AWARD

Your bid has been reviewed and accepted by the Beaumont ISD Board of Trustees as per attached listing. Please review the approved tabulation which is available on our website <a href="https://www.beaumont.k12.tx.us/business/bids">www.beaumont.k12.tx.us/business/bids</a>.

You are cautioned not to commence any billable work or to provide any material or service under this contract until you receive a purchase order.

You are required to return an acknowledged copy of this Notice of Award to Beaumont ISD no later than thirty (30) days from receipt of this notice. In addition, please furnish an original certificate of insurance naming the District as additional insured.

We look forward to a mutually beneficial contract. Sincerely,

Masmi Lawrence-Lee

Assistant Director of Finance/Purchasing Beaumont Independent School District

#### ACCEPTANCE OF NOTICE

By:	Protectors Insurance and Financial Services	ARD is hereby acknowledged Bid Number: RFP#14-03
	(Name of Company)	Did i tallioot.
This	26th day of September 2013	
Print	ed Name: Mark A Williams	
Signa	ture: Mark of Whan	Title: President/CEO



## BEAUMONT Independent School District

**Purchasing Department** 

Naomi Lawrence-Lee, M.B.A., Assistant Director of Finance/Purchasing 3395 Harrison Avenue, Beaumont, TX 77706 (409) 617-5041 Fax (409) 617-5175 www.beaumont.kl2.tx.us/business/bids

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You are cautioned not to commence any billable work or to provide any material or service under this contract until you receive a purchase order.

You are required to return an acknowledged copy of this Notice of Award to Beaumont ISD no later than thirty (30) days from receipt of this notice. In addition, please furnish an original certificate of insurance naming the District as additional insured.

We look forward to a mutually beneficial contract. Sincerely,

Naomi Lawrence-Lee

Assistant Director of Finance/Purchasing Beaumont Independent School District

#### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AW	VARD is hereby acknowledged
By: Willis of Texas	Bid Number: RFP # 14-03
(Name of Company)	
This 26 day of September, 2013.	•
Printed Name: Patty Willer	
Signature: H Willer	Title: Vice President

# EXHIBIT 16

### **PURCHASE ORDER**

## **Beaumont Independent School District BEAUMONT, TEXAS 77704**

SHIP TO:



INTERNATIONAL DESIGN & CONSULTING GROUP, INC

DBA - ECM TO:

4639 GULF STARR DRIVE DESTIN, FL 32541

SMITH MIDDLE SCHOOL

4415 CONCORD RD

BEAUMONT, TX 77703

(409) 617-5000

ATTN: JANE KINGSLEY

x Number: (850) 654-2000

DATE:	2/26/09	REQUIRED:	2/25/09	SHIP:		REQ:	070006
QTY	_	DESCRIPTION	DIS	COUNT	UNIT PRICE		TOTA
		BLANKET PURCH	IASE ORDER #	801082	·		250,00
		CONSULTING ST	RUCTURAL EN	GINEERING			
		SERIVCES - SM	IITH MS				
		CHANGE ORDER	#1 TO INCRE	EASE PO BY			80,00
		\$80,000. FOR AT SMITH MS -					
					TOTAL	***	330,00
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PURCHAS	INO AUTHORITY				INSTRUCTION	S TO VENDO	iR

Noome Familiar Lee

STATE SALES EXEMPTION CERTIFICATE The undersigned claims an exemption from taxes under Chapter 20, Title 122A. Revised Civil Statutes of Texas for purchase of tangible personal property described in this numbered order purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the Beaumont Independent School District of the State of Texas.

Sales Tax-Exempt No. 1-74-6000317-5

Invoice in duplicate to Beaumont Independent School Distric Payable, P.O. Box 672 Beaumont, Texas 77704.

Unless otherwise stated ship via UPS, Parcel Post, Express Re-Licensed Truck Rate-lowest rate must apply.

Prepay all charges and send copy of original freight bill with invo Please show PURCHASE ORDER NUMBER on all Invoices, Packa Slips and Correspondence.

Acceptance of this order includes other conditions on back.

Sub-Ledger: Location: NUMBER: 70006625

Vendor:

P/O R E Q U I S I T I O N
BEAUMONT INDEPENDENT SCHOOL DISTRICT 3395 HARRISON STREET

BEAUMONT, TX 77706 5009

TO: INTERNATIONAL DESIGN & CONSULTING GROUP, INC

DBA-ECM 4639 GULF STARR DRIVE DESTIN, FL

32541 0000

SHIP TO: SMITH MIDDLE SCHOOL 4415 CONCORD RD BEAUMONT, TX

77703 0000

(409) 617-5000 ATTN: JANE KINGSLEY

Date: 2/26/09

Fax Number: (850) 654-2000

Required: 2/26/09

Ship:

Ref:

TOTAL

OUANTITY

HURRICANE IKE REPAIR

DESCRIPTION

DISCOUNT

UNIT PRICE 80,000.0000

80,000.00

ADDITION TO PO BOTOS ADDITION TO POSSOME SY CONSULTING STRUCTURAL ENGINEERING

SMITH MS

TOTAL

80,000.00

PLEASE NOTE "INSTRUCTIONS TO VENDOR BOX" AND ADDITIONAL CONDITIONS ON BACK OF PO. INCLUDE PO# ON ALL CORRESPONDENCE AND SHIPMENTS. INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED!

ACCOUNT 199.81.6625.86.042.9.99.877 AMOUNT

80000.00

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HURRICANE IKE EX

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The 4330,000.
See letter attached.

# EXHIBIT 17

33616

P/O #:

801

### **PURCHASE ORDER**

# Beaumont Independent School District **BEAUMONT, TEXAS 77704**



INTERNATIONAL DESIGN &

CONSULTING GROUP, INC TO: DBA-ECM

> 4639 GULF STARR DRIVE DESTIN, FL 32541

SMITH MIDDLE SCHOOL

4415 CONCORD RD BEAUMONT, TX SHIP TO:

(409) 617-5000

ATTN: JANE KINGSLEY

x Number: (850) 654-2000

x Nur	mber: (850) 2/26/09	654-2000 REQUIRED:	2/25/09	SHIP:		REQ:	070006
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ASING AUTHORITY

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SALES EXEMPTION CERTIFICATE The undersigned claims an exemption from der Chapter 20, Title 122A. Revised Civil Statutes of Texas for purchase of personal property described in this numbered order purchased from contractor ipper listed above, as this property is being secured for the exclusive use of nont Independent School District of the State of Texas.

Sales Tax Exempt No. 1-74-6000317-5

INSTRUCTIONS TO VENDOR

Invoice in duplicate to Beaumont Independent School Distric Payable, P.O. Box 672 Beaumont, Texas 77704.

Unless otherwise stated ship via UPS, Parcel Post, Express Rai Licensed Truck Rate-lowest rate must apply.

Prepay all charges and send copy of original freight bill with invoi Please show PURCHASE ORDER NUMBER on all Invoices, Packay Slips and Correspondence.

Acceptance of this order includes other conditions on back;

vendor: 33616

### **PURCHASE ORDER**

P/O #:

801

Page

#### IMPORTAN PURCHASE ORDER NU APPEAR ON ALL INVO AGES AND CORRESP

# Beaumont Independent School District BEAUMONT, TEXAS 77704

INTERNATIONAL DESIGN &

SMITH MIDDLE SCHOOL

TO: (Continued)

SHIP TO:

DATE:

REQUIRED:

SHIP:

REQ:

		REQUIRED:		SHIP:		REQ:
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	ACCOUNT 199.81.6625	ORDER NUMBE	RS WILL BE	RETURNED!	AMOUNT 203,473.00	
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SING AUTHORITY

ALES EXEMPTION CERTIFICATE The undersigned claims an exemption from ler Chapter 20, Title 122A. Revised Civil Statutes of Texas for purchase of ersonal property described in this numbered order purchased from contractor pper listed above, as this property is being secured for the exclusive use of pnt Independent School District of the State of Texas.

Sales Tax Exempt No. 1-74-6000317-5

INSTRUCTIONS TO VENDOR

 Invoice in duplicate to Beaumont Independent School Distrio Payable, P.O. Box 672 Beaumont, Texas 77704.

. Unless otherwise stated ship via UPS, Parcel Post, Express Rai Licensed Truck Rate-lowest rate must apply.

Prepay all charges and send copy of original freight bill with invoided.
 Please show PURCHASE ORDER NUMBER on all Invoices, Packar Slips and Correspondence.

Acceptance of this order includes other conditions on back.





# PURCHASE ORDER CHANGE REQUEST (FOR PROCESSING CHANGE ORDERS)

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Purchase Order Number:	801082
Vendor Name/Number:	International Design ( Can)
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'09 DEC 17 AH 9H

# EXHIBIT 18

#### **PURCHASE ORDER**

## **Beaumont Independent School District BEAUMONT, TEXAS 77704**



INTERNATIONAL DESIGN & CONSULTING GROUP, INC

TO: DBA-ECM

4639 GULF STARR DRIVE DESTIN, FL 32541

SMITH MIDDLE SCHOOL 4415 CONCORD RD

SHIP TO:

BEAUMONT, TX 77703

(409) 617-5000

ATTN: JANE KINGSLEY

x Number: (850) 654-2000

2/26/09		2/25/09	SHIP:		REQ:	07.0006
	DESCRIPTION	DIS	COUNT	UNIT PRICE		TOTAL
	BLANKET PURCH	ASE ORDER #	801082			250,00
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	SERIVCES - SM	IITH MS				
	CHANGE ORDER	#1 TO INCRE	ASE PO BY			80,00
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	AT SMITH MS -	2/26/09 - 1	DF			
						635,50
	CHANGE ORDER	#2-INCREASE	D BY \$873,	473.00		
	ADDING TO CON	TRACT AMOUN	T APPROVED	BY		
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PURCHASING AUTHORITY

STATE SALES EXEMPTION CERTIFICATE The undersigned claims an exemption from taxes under Chapter 20, Title 122A. Revised Civil Statutes of Texas for purchase of tangible personal property described in this numbered order purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the Beaumont Independent School District of the State of Texas.

Sales Tax Exempt No. 1-74-6000317-5

INSTRUCTIONS TO VENDOR

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Unless otherwise stated ship via UPS, Parcel Post, Express Rail

Licensed Truck Rate-lowest rate must apply.

Prepay all charges and send copy of original freight bill with invoi Please show PURCHASE ORDER NUMBER on all Invoices, Packar Slips and Correspondence.

Acceptance of this order includes other conditions on back.

33616

P/O #:

Page :

#### **PURCHASE ORDER**

# Beaumont Independent School District BEAUMONT, TEXAS 77704



INTERNATIONAL DESIGN &

SMITH MIDDLE SCHOOL

TO: (Continued)

SHIP TO:

DATE:

REQUIRED:

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DATE:	REQUIRED:	SHIP:		REQ:
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PURCHASING AUTH	ORITY		INSTRUCTIONS	TO VENDOR

PURCHASING AUTHORITY RAMILINGE L'EL

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. Acceptance of this order includes other conditions on back.





# PURCHASE ORDER CHANGE REQUEST (FOR PROCESSING CHANGE ORDERS)

10/18/11

Add/Delete a line : Increase/Decrease:
Other:
Purchase Order Number: 801082
Vendor Name/Number: International Design
Amount: (9 237, 973)
Account Code: 199.81.6625.86.042.7.99.877
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RECEIVED

OCT 182010

Chief Business Officer

10/18/10 FY 11 BEAUMONT INDEPENDENT SCHOOL DISTRICT 13:39:48 QPADEV0009 **EMS** Lookup Vendor Activity Ref: PUR.460 .11 Purchase Order: 801082 BLAPO - Revised -Ship To: 042 Vendor 33616 INTERNATIONAL DESIGN & DBA-ECM DESTIN FL P/O Date: 2/26/09 Date Required: 2/25/09 Requisition: Reference: 070006616 Account Code: 199.81.6625.86.042.1.99.877

Created By: LANA A/P Can Close: Y
Receiving Required: N Draft Copy: N

Hold Payments: N

Accumulated Line Total: 1,203,473.00 (Blanket Amount) Freight Total: 00

Enter D to Display or P to Print P/O Lines: N

Open Encumbrance Entries: N Closed Encumbrance Entries: N

Change Order #3 - Decrease by (237,973) per Robert Z.

Robert Z.

Robert 10-10-10

(balance She 150,000 -outstandig)

# EXHIBIT 19

3.3616

P/O #:

801

#### **PURCHASE ORDER**

## **Beaumont Independent School District BEAUMONT, TEXAS 77704**



INTERNATIONAL DESIGN & CONSULTING GROUP, INC

TO: DBA-ECM

4639 GULF STARR DRIVE DESTIN, FL 32541

SMITH MIDDLE SCHOOL 4415 CONCORD RD

SHIP TO:

BEAUMONT, TX

(409) 617-5000

ATTN: JANE KINGSLEY

x Number: (850) 654-2000

DATE:	2/26/09	REQUIRED:	2/25/09	SHIP:		REQ:	070006
QTY		DESCRIPTION		DISCOUNT	UNIT PRICE		TOTAL
·		BLANKET PURCH	ASE ORDE	R # 801082	2		250,00
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	,	CARRY FOWARD	TO FY2011	L			
		BKLOCK 9.17	.10			(Cc	ntinued
1							

PURCHASING AUTHORITY

STATE SALES EXEMPTION CERTIFICATE The undersigned claims an exemption from taxes under Chapter 20, Title 122A. Revised Civil Statutes of Texes for purchase of tangible personal property described in this numbered order purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the Beaumont Independent School District of the State of Texas.

Sales Tax Exempt No. 1-74-6000317-5

INSTRUCTIONS TO VENDOR

Invoice in duplicate to Beaumont Independent School Distric Payable, P.O. Box 672 Beaumont, Texas 77704.

Unless otherwise stated ship via UPS, Parcel Rost, Express Rai Licensed Truck Rate-lowest rate must apply.

Prepay all charges and send copy of original freight bill with invoi Please show PURCHASE ORDER NUMBER on all Invoices, Packag Slips and Correspondence.

Acceptance of this order includes other conditions on back.

33616

### **PURCHASE ORDER**

P/O #:

801

Page

# APPEAR ON ALL INVO

## **Beaumont Independent School District BEAUMONT, TEXAS 77704**

INTERNATIONAL DESIGN &

SMITH MIDDLE SCHOOL

(Continued) TO:

SHIP TO:

DATE.

REOLIBED.

DATE:	REQUIRED:	SHIP:	F	RĘQ;
QTY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	•			
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	635,500.00 - FOR DE	CREASED WORK		
	PER ROBERT ZINGLEMA	NN - 10/25/10-1	MDW.	
				237,97
	CHANGE ORDER #4 INC	REASED BY \$237	,973.00	
	FOR ADDITIONAL WORK	- REQUEST BY		
	ROBERT ZINGELMANN -	4/1/11 - MDW		
			TOTAL	1,203,47
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ACCO 199.	UNT 81.6625.86.042.1.99.877	1	AMOUNT L,203,473.00	

PURCHASING AUTHORITY

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Acceptance of this order includes other conditions on back.

# EXHIBIT 20

## BEAUMONT INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting - December 17, 2009

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, December 17, 2009 at 7:15 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this Meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

#### **ROLL CALL**

Present:

Woodrow Reece, President Janice Brassard, Vice President Dr. William Nantz, Member Tom B. Neild, Member

Absent:

Terry Williams, Secretary Howard J. Trahan, Jr., Member Bishop Ollis E. Whitaker

School Officials

Present:

Superintendent, Dr. Carrol A. Thomas; Assistant Superintendents, Mr. Terry Ingram, Dr. Shirley Bonton, Dr. David Harris; Dr. Timothy Chargois, Executive Director of Personnel, Ms. Sybil Comeaux; Chief Financial Officer, Ms. Jane Kingsley; Special Assistant to the Superintendent, Jessie

Haynes and Attorney, Melody Chappell

Absent:

None

#### **ESTABLISHMENT OF A QUORUM**

President Woodrow Reece declared a quorum.

#### PLEDGE OF ALLEGIANCE

West Brook High School NJROTC presented the colors. The pledges to the United States of America flag and Texas flag were led by Ariel Seals, a second grade student at French Elementary School.

#### INVOCATION

The invocation was given by Caleb Collier, a seventh grade student at Smith Middle School.

#### **APPROVAL OF THE MINUTES**

Dr. Nantz moved, seconded by Mr. Neild to approve the minutes of the the regular meeting, November 12, 2009.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Dr. Nantz, Mr. Neild

NAYS:

None

#### **REPORTS**

1. Status of State Comp Ed Funds Report

#### REPORT OF THE SUPERINTENDENT OF SCHOOLS

- 1. Trustee Continuing Education Hours to Date President Reece reported that all Trustees have met the required number of continuing education hours for the period January 2009 to December 2009.
- **2. Minimum Grade Standards** Dr. Thomas notified Trustees that reporting guidelines had changed; however, administration was working with teachers on the reteach policy to make sure students will have every opportunity to pass.

### 3. Hurricane Ike and Bond 2007 Update Report Hurricane Ike Update

Dr. Thomas stated that the district was still in litigation regarding the insurance claims. Both major projects, Smith and King Middle Schools, are 95% finished and the project manager cost will be presented for Board approval.

#### **Bond 2007 Update**

Dr. Nantz reported that Building and Grounds Committee had met Monday, December 14, 2009 and received an updated informational notebook for personal and public information use. All Trustees received the updated notebooks.

Mr. Neild questioned the type of materials being considered for the partitions between classrooms. Mr. Ed Schebel with Parsons responded that while the goal was to provide Dishman like quality on the new elementary schools, the design architect, Long, recommended a value engineering approach to stay within budget. The different type of partition is used in other newly constructed schools with no change in sound rating. Other Dishman like qualities such as terrazzo floors will remain in the design for the elementary schools.

Mr. Neild recommended that Trustees have a workshop along with the CABC advisory board and Parsons to look at any revisions and changes. President Reece suggested that the Board meet with Parsons initially at the Board Retreat; and, if appropriate invite the citizens' advisory board to a briefing of the bond projects later. Dr. Thomas responded that the Board would always be presented with any changes and there would always be discussions were held with CABC, the building and grounds committee and the Board prior to any changes, i.e. science labs and added classrooms to meet program needs at some elementary campuses. Ms. Brassard stated she would like more details about any changes at the retreat, especially about the materials to be used in the partitions between classrooms.

Dr. Thomas added that CABC was pleased with the progress of the bond projects and suggested a press conference early in 2010 to share the details with the general public.

Mr. Caillouette finished the presentation with a progress report of each project stating that "at this time" Parsons feels comfortable stating to the public that the budget for all projects is \$10 million under.

- 4. Differential Pay Dr. Thomas presented a report on overtime pay costs versus additional staff costs and the areas where each approach best serves the budget. Transportation and the police department were areas where overtime hours were reviewed and additional staff was added, sixteen additional full time bus drivers and a police officer. Dr. Thomas reviewed the many additional opportunities district employees have to earn extra pay such as the extracurricular activities, after school programs, and summer school. Many of these programs are supported by Title funds, designated program grants or stimulus funds.
- 5. National Alliance of Black School Educators (NABSE) National Conference President Reece asked Ms. Janice Brassard to comment on the conference held November 18-22, 2009 in Indianapolis, Indiana. Ms. Brassard reported that the conference was very impressive with special sessions targeting at risk students and featured nationally known speakers.

President Reece added that the Board was extremely proud that the Superintendent had been inducted as President of this national organization. The NABSE conference will be held in Fort Worth, Texas 2010.

#### COMMUNICATIONS

- David R. Pete, 4390 Corley St., thanked Trustees for their continued support and dedication in making sure that every child in the district receives the best education possible in the best environment possible. Mr. Pete asked the news media to report fair and balanced news.
- 2. Gwendolyn S. Walters, 3555 Preston St., complimented the Trustees, administration and teachers for doing a very good job educating students. Ms. Walters asked Trustees not to tear down South Park Middle School and pointed out that other buildings have been torn down without public knowledge or public decision.
- **3. Debbie L. Madar**, 4305 Laurel St., thanked the Trustees for allowing the LifeShare Blood program to partner with the district the last nine (9) years and the impact high school students have had on the lives of area patients.
- **4. Tia Talbert,** 740 Harriot St., congratulated Trustees and asked them to consider the environment of the students and make sure that South Park Middle School was torn down and a new school built.

#### SIGN-UP

- 1. Shane Landry, 3235 Maplewood Ln., stated that he felt like he was passed over during the hiring process of the sixteen (16) full time bus drivers.
- 2. Janice Semien, 4610 Maddox St., Apt. #8, asked to be considered as a full time bus driver since she had worked there since 2000 with only a leave of absence for eight (8) months.

#### DISCUSSION

- Check Registry Online TEA Mr. Neild asked for discussion of possibly placing the check registry, with the exception of salaries, on the internet as a confidence builder within the community. Mr. Neild recommended that the district research the possibility and report back to the Trustees.
- 2. Closing of Schools During Inclement Weather Mr. Neild asked what policy the district has in place for bad weather. Dr. Thomas referenced the "emergency operation plan" in place and the mission of the district to keep the students safe

and schools open as a priority. Dr. Thomas outlined the procedure transportation follows to check the roadways for ice or flooding, the reporting telephone tree and the call out throughout the district notifying students, parents and staff. Also, Dr. Thomas pointed out that parents have the right to pick up their children and work missed by the students can be made up in a reasonable length of time.

3. Eastman Chemical Project – Mr. Neild asked administration how the withdrawal of the Eastman Chemical project would impact the district financially. Dr. Thomas stated that while the community had been extremely excited about the \$1.6 million project was going to be built in Beaumont; the district had entered into an agreement with Eastman Chemical for tax abatement. Dr. Thomas stated that he felt like the impact would be minimal, if any, one-half a cent at the most in four or five years.

#### **ACTION ITEMS**

APPROVAL OF EXHIBITS "A.1", "A.2", A.3", "B", "C", "D", and "E"

Dr. William Nantz moved, seconded by Ms. Janice Brassard, to approve Exhibits "A.1", "A.2", "A.3", "B", "C", "D", and "E".

<u>Tax Collection Report Exhibit "A.1"</u>) – Administration recommended acceptance of the Tax Collection Report in the amount of \$3,303,094.40 including certification of tax collection for the month of November 2009 tax collector monthly report of November 2009; and deposit distribution of November 2009. (Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

<u>Business Office Report (Exhibit "A.2")</u> – Administration recommended approval of the Business Office Report, including the general fund reports, November 2009, debt service reports, November 2009; capital projects report, November 2009; internal service funds November 2009; scholarship fund report, November 2009; and investment report, November 2009.

Amendments to 2009-2010 Budget (Exhibit "A.3") Administration recommended approval of amendments to the following budgets: 199/9 General Fund #038 243/0 Career & Technical - Tech Preparation #039 261/0 Title I Part B Reading First Capacity Building #040 263/0 ESEA Title III Part A Immigrant Program #041 283/0 IDEA Part B Formula - Stimulus #042 285/0 Title I Part A Improving Basic Prgm - Stimulus #043 286/0 Carol White - Physical Education Program #044 401/0 Optional Extended Year Program #045 404/0 Student Success Initiative Grant #046 409/9 TX High School Init - Early Warning Data System #047 411/0 Technology Allotment #048 415/0 Prekindergarten Early Start Grant #049 427/0 Texas Fitness Now #050 427/0 Read to Succeed Program #051 428/0 Texas High School Allotment #052 429/9 District Awards Teacher Excellence #053 446/0 Regional Day School for the Deaf - Local #054 480/0 ExxonMobil Supplemental Environmental Project #055 487/0 ExxonMobil Reading initiative Program #056 488/0 TSR - Texas School Ready #057 491/0 Entergy Grants #058 650/0 Local Capital Projects #059

Added an authorized Representative to the Lone Star Investment Pool Inter-Local Agreement (Exhibit "B") — Administration recommended approval of resolution authorizing the updating of the documents with Lone Star for Robert Zingelmann and Devin McCraney, administrators.

Approved the Resolution to Amend Authorized Representatives for the TexPool Participant Services (Exhibit "C") — Administration recommended approval of resolution for a change in representatives deleting Jane Kingsley, Chief Financial Officer, and adding Robert Zingelmann, Director of Business/Finance.

Approved Resolution to Name Investment Officers for the District (Exhibit "D") — Administration recommended approval resolution naming Robert Zingelmann and Devin McCraney as investment officers for the district.

Approved Deposit Account Documentation Signature Card (Exhibit "E") – Administration recommended approval of change in the Deposit Account Document Signature Card naming Robert Zingelmann, Director of Business/Finance, as the authorized signer.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Dr. Nantz, and Mr. Neild

NAYS: None

APPROVAL OF EXHIBITS "F", "G", "H", "I", "J", "K", "L", and "M"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "F", "G", "H", "I", "J", "K", "L", and "M".

Approved Deposit Account documentation Banking Resolution and Certificate of Incumbency (Exhibit "F") – Administration recommended approval of a change in the Deposit Account Documentation Banking Resolution and Certificate of Incumbency naming Robert Zingelmann, Director of Business/Finance, as the authorized signer.

<u>Approved Treasury Services Delegation of Authority Form (Exhibit "G")</u> – Administration recommended approval of a change in the Treasury Services Delegation of Authority Form naming Robert Zingelmann, Director of Business and Finance, as the authorized signer.

Approved Contract Amounts for Project Manager for Hurricane Damage at Smith Middle School and King Middle School (Exhibit "H") — Administration recommended approval contract to ECM (International Design) in the amount of \$403,149.12 plus expenses for the King Middle School project and \$1,153,472.82 plus expenses for the Smith Middle School project.

Approved Collateral Security Agreement and the Tri-Party Collateral Management Agreement with Bank of New York for the Holding of Securities in Joint Custody (Exhibit "I") — Administration recommended agreement with Bank of New York for the Holdings of Securities in Joint Custody.

Approved Purchase of Voice Over IPTelephony System (Exhibit "J") – The Request for Quotes (RFQ) were distributed via email to four (4) vendors from both DIR and TCPN awarded contract list. There were four (4) responses. Administration recommended approval of the proposal from INX in the total amount of \$184,151.17 for the remaining two middle school campuses, six elementary campuses and the offices of the nine new bond related elementary schools as completed.

Approved Resurfacing of the West Brook High School Track (Exhibit "K") – Administration recommended authorizing repair to the track by Hellas Construction thru the Local Government Purchasing Cooperative, Buy Board #310-08 for approximately \$170,000.00.

Approved Bids for Relocation of Portable Building for the 2009-2010 School Year (Exhibit "L") – Bids packets were distributed to twelve (12) companies in addition to the appropriate advertisements. There were five (5) responses. Administration recommended acceptance of the bid from Larry's Mobile Homes and S & S Housemovers, Inc charged to the Maintenance Department 2009-2010 appropriated funds.

Approved Proposal for Guaranteed Maximum Price for Dunbar/Ogden Elementary School (Exhibit "M") — Administration recommended authorizing the Superintendent to execute an amendment with Evirontech, CMAR, releasing them to sub-contract for remaining work on Dunbar/Ogden Elementary School in the amount of \$17,556,657, GMP.

Trustees Janice Brassard and Tom Neild asked questions about the types of materials, coatings and sealants to be used on the West Brook track. Mr. Rodney Saveat, director of athletics, responded that administration had researched surfacing materials and felt confident that the "series 300" would meet the needs of the district.

Mr. Neild asked if the payment to the project manager for the Smith and King projects was the final pay request. Dr. Thomas responded that administration had not received the certificate of occupancy; therefore, the final payment cannot be made at this time.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Dr. Nantz, Mr. Neild

NAYS:

None

APPROVAL OF EXHIBITS "N", "O", "P", "Q", and "R"

Dr. William Nantz moved, seconded by Ms. Janice Brassard, to approve Exhibits "N", "O", "P", "Q", and "R".

Approved Proposal for Guaranteed Maximum Price for Fehl/Price Elementary Schools (Exhibit "N") – Administration recommended authoring Superintendent to execute an amendment with Evirotech, CMAR, releasing them to sub-contract for the remaining work on Fehl/Price Elementary School in the amount of \$17,077,024, GMP.

Approved Proposal for Guaranteed Maximum Price for Field/French Elementary School (Exhibit "O") — Administration recommended authorizing Superintendent to execute an amendment with Evirotech, CMAR, releasing them to sub-contract for the remaining work on Field/French Elementary School in the amount of \$18,231,111, GMP.

<u>Approved Course Offerings for Secondary Campuses (Exhibit "P")</u> – Administration recommended approving the Course Offerings for the 2010 – 2011 school year as presented online.

Approved Hardware and Software for TEAMS Upgrade (Exhibit "Q") — Administration recommended approval of purchase from the DIR state contract in the amount total amount of \$52,6347.89; hardware in the amount of \$27,761.20 charged to the general funds and software in the amount of \$24,886.89 charged to the technology allotment.

Approved Conferencing, Sound/Visuals, Web TV, Safety, and Overall Technology Upgrade for Board Room (Exhibit "R") – Request for proposals (RFP) were publicly advertised and distributed to fourteen (14) firms. Two (2) responses were received. Administration recommended acceptance of the proposal

from Noslar, Inc. to provide the services with equal expertise at the best value in the amount of \$106,542.05.

Dr. Thomas asked Ms. Jessie Haynes, special assistance to the superintendent, to explain the technology changes planned for the Board room. Ms. Haynes stated that the room would have the capabilities to teleconference as well as web television for Board meeting. Mr. Jarod Parnell, computer systems administrator, stated that the basic sound system now in place is approximately 25-30 years old and not capable with much of current technology.

Ms. Janice Brassard asked if the course offerings book were final and suggested the district look at astronomy as a course. Dr. Thomas responded that, unless there is a very good reason that is supported with documentation, there would be no changes. Dr. Harris stated that astronomy is not on the state listing of approved courses.

President Woodrow Reece added a comment that there is a strong possibility that there might be funding whereby the Chinese language could be offered. Dr. Thomas stated that the district was pursuing the funding and were excited about the prospect.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Dr. Nantz, Mr. Neild

NAYS:

None

#### **PERSONNEL**

President Reece announced in the public (open) meeting at 8:37 p.m. that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas Government Code, therefore, and action taken by the Board would be in public (open) session. In open session at 9:00 p.m. action was taken on the following:

#### **PERSONNEL**

Dr. William Nantz motioned, seconded by Mr. Tom Neild to accept the following personnel recommendations:

#### 1. Resignation

Jesse Watson, Mathematics, Odom Academy, effective December 18, 2009

#### 2. New Employee Contract Recommendations

Lakeisha Andrews, Pre-kindergarten, Southerland, effective November 30, 2009 and ending June 5, 2010

Velina Haynes Johnson, Pre-kindergarten, French Elementary, effective November 30, 2009 and ending June 5, 2010

Joyce Kaufmann, Pre-kindergarten, Martin Elementary, effective December 7, 2009 and ending June 5, 2010

Juan San Miguel, Jr., Police Officer, Annex, effective November 31, 2010 and ending August 31, 2010  $\,$ 

Melissa Riley, Level 2, Martin Elementary, effective November 30, 2009 and ending June 5, 2010

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Dr. Nantz, Mr. Neild

NAYS:

None

#### **ADJOURNMENT**

President Reece asked if there was any other business to come before the board; there being none, the meeting was adjourned at 9:18 p.m. December 17, 2009.

Woodrow Reece, President Beaumont ISD Board of Trustees Terry D. Williams, Secretary Beaumont ISD Board of Trustees

# BEAUMONT INDEPENDENT SCHOOL DISTRICT Beaumont, Texas

TO:

Dr. Carrol A. Thomas, Jr.

Superintendent of Schools

EXHIBIT "H" Page 1 of 1

FROM:

Robert Zingelmann

Director of Business and Finance

DATE:

December 17, 2009

SUBJECT:

Consider and, if Appropriate, Take Action to Approve the Contract Amounts for Project Manager for Hurricane Damage at Smith Middle School and King Middle School

The contract for engineering, inspections, program management services between ECM (International Design) and the Beaumont Independent School District is for 6% of the total funds BISD paid for King and Smith plus expenses associated with both projects.

Based on the final cost for the King and Smith projects, the contract to **ECM (International Design)** is set at \$403,149.12 plus expenses for the King project and \$1,153,472.82 plus expenses for the Smith project, a total of **\$1,556,621.94**.

Administration recommends the approval of the contract amounts for Project Manager for Hurricane Damage at Smith and King Middle Schools.

AGENDA December 17, 2009

# EXHIBIT 21

## BEAUMONT INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting - July 29, 2010

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, July 29, 2010 at 7:15 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

#### **ROLL CALL**

Present:

Woodrow Reece, President Janice Brassard, Vice President Terry Williams, Secretary Dr. William Nantz, Member Tom B. Neild, Member Bishop Ollis E. Whitaker

Absent:

Howard J. Trahan, Jr., Member

School Officials

Present:

Superintendent, Dr. Carrol A. Thomas; Deputy Superintendent, Dr. Shirley Bonton; Assistant Superintendents, Dr. David Harris, Dr. Timothy Chargois, Mr. Philip Brooks; Chief Business Officer, Mr. Robert Zingelmann; Executive Director of Personnel, Ms. Sybil Comeaux; Special Assistant to the Superintendent, Jessie

Haynes and School Attorney, Tanner Hunt

Absent:

None

#### **ESTABLISHMENT OF A QUORUM**

President Woodrow Reece declared a quorum.

#### **PLEDGE OF ALLEGIANCE**

Philip Brooks, assistant superintendent for administration, led the pledges to the American and Texas flags.

#### INVOCATION

The invocation was given by Jarod Parnell, computer system administrator.

#### **APPROVAL OF THE MINUTES**

Dr. William_Nantz moved, seconded by Mr. Terry Williams, to approve the minutes of the regular meeting, June 17, 2010, and the special meetings, June 3, 10, and 18, 2010.

President Reece called for additions or corrections to the minutes, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, and

Bishop Whitaker

NAYS: None

#### **REPORTS**

Status of State Comp Ed Funds Report – submitted electronically

#### REPORT OF THE SUPERINTENDENT OF SCHOOLS

- Budget 2010-2011 Update Dr. Thomas announced that there were no changes in the proposed budget and administration believes the projections will support a balanced budget.
- 2. Incentive Pay Plans Dr. Thomas presented the incentive pay plans that will be awarded Monday, August 16, 2010. The district incentive, as well as the District Award for Teacher Excellence (DATE) incentive, could possible earn a classroom teacher (at the maximum amount for both plans) an amount of \$3000.
- 3. Accountability Rating Dr. Timothy Chargois presented the Academic Excellence Indicator System (AEIS) TAKS final report. The district will appeal the completion rate at one location for one subgroup due to Hurricane Ike. The overall actual rating for the district is recognized with fourteen (14) exemplary campuses, eight (8) recognized campuses plus one (1) on appeal, and five (5) academically acceptable campuses. There are four (4) campuses not rated (NR): Oaks, Pathway, Southerland and Taylor.
- 4. Bond 2007 Update Dr. Nantz reviewed the meeting of the Building and Grounds Committee Monday, July 26, 2010. Reports show all projects should be completed on time and within budget. Opening ceremonies are scheduled for Amelia, Carrol A. "Butch" Thomas Educational Support Center, and the Ag Farm.
- 5. Hurricane Ike Recovery Update Claims for damages remain in litigation.
- **6. Fingerprinting** Dr. Thomas reviewed new regulations for all employees and procedures to be implemented.

#### **COMMUNICATIONS**

None

#### SIGN-UP

None

#### **DISCUSSION**

Trustee Tom Neild presented the following for discussion:

- Insurance Coverage and Representatives or Agents
- Parsons Response to Accounting Questions
- · Correspondence from a Patrons to Trustees
- When and How Trustees Receive Information
- Handling Complaints and Timelines
- Budgets Department 71, 73, 74, 75, 77, 79, 84
- Department Heads for Budgets 1-88
- Procedure and Limits in Purchasing for Each Department
- Paging and Classroom Voice Enhancement IP Systems

#### **ACTION ITEMS**

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "A.1", "A.2", "A.3", "B", "C" "D", and "E".

<u>Tax Collection Report Exhibit "A.1"</u>) – Administration recommended acceptance of the Tax Collection Report in the amount of \$836,426.92 including certification of tax collection for the month of June 2010; tax collector monthly report of June 2010; and deposit distribution of June 2010.

(Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

<u>Business Office Report (Exhibit "A.2")</u> – Administration recommended approval of the Business Office Report, including the general fund reports, June 2010, debt service reports, June 2010, capital projects report, June 2010, internal service funds June 2010; scholarship fund report, June 2010; investment report, June 2010.

<u>Amendments</u> to <u>2006-2007</u> <u>Budget</u> (<u>Exhibit</u> "A.3") – Administration recommended approval of amendments to the following budgets:

	and the state of t	90.0.
199.0	General Fund	#158
205.0	Head Start	#159
211.0	ESEA Title I Improving Basic Program	#160
226.0	IDEA Part B Discretionary Deaf	3161
266.0	IDEA Part B Discretionary Res. Placement	#162
	ESEA Part II Part A TPTR	#163
265.0	Texas 21 st Century Community Learning Ctr.	#164
280.0	Homeless Education Grant	#165
404.0	Algebra Readiness Grant	#166
409.0	Texas HS Initiative Early Warning Data Sys.	#167
414.0	Texas Reading, Math & Science Initiatives	#168

Approved Recommendation of Certified Public Accounting Firm to Conduct Audit of 2009-2010 District Financial Records (Exhibit "B") — Administration recommended approval of Gayle W. Botley & Associates at a proposed fee not to exceed \$61,925 to conduct audit of 2009-2010 district financial records.

Approved Business Auto Insurance and General Liability Insurance through the Interlocal Agreement (Exhibit "C") – Administration recommended approval of purchase of business auto insurance at a total premium of \$236,626 including general liability insurance through Interlocal Agreement with the Texas Association of School Boards (TASB).

Approved Bid for Excavation Services for Utility Repair for the 2010-2011 School Year (Exhibit "D") — Bid packets were distributed to nine (9) companies in addition to the appropriate advertisements. There were two (2) responses. Administration recommended acceptance of the bid from R. R. Dozer & Backhoe LLC. charged to the Maintenance Department budget. (Bids are on file in the Purchasing Department)

Approved Bid for HVAC Air Side Cleaning Services for the 2010-2011 School Year (Exhibit "E") — Bid packets were distributed to seven (7) companies in addition to the appropriate advertisements. There was one (1) response. Administration recommended acceptance of the bid from A-1 American Mechanical, Inc. charged to the Maintenance Department budget. (Bids are on file in the Purchasing Department)

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "F", "G.1", "G.2", "G.3", "G.4", "H", "I", "J", "K.1", "K.2", "L", "M.1", "M.2", "M.3", "M.4", and "M.5"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "F", "G.1", "G.2", "G.3", "G.4", "H", "I", "J", "K.1", "K.2", "L", "M.1", "M.2", "M.3", "M.4", and "M.5".

Approved Bid for Fencing Services for the 2010-2011 School Year (Exhibit "F") – Bid packets were distributed to eight (8) companies in addition to the appropriate advertisements. There were three (3) responses. Administration recommended acceptance of the bid from A-1 Maida Fence Co. charged to the Maintenance Department budget.

(Bids are on file in the Purchasing Department.)

Approved Second Year Option for Medical Supplies and Equipment Discount Catalog for 2010-2011 School Year (Exhibit "G.1") — Administration recommended acceptance of the second year option in the 2009-2010 contract with Sports Supply Group, School Health Corporation, Medco Supply Co., Moore Medical, Laerdal Medical Corp. and Williams V. MacGill and Co. charge to appropriated funds.

(Bids are on file in the Purchasing Department.)

Approved Second Year Option for Supplies and Equipment for Athletic Discount Catalog Bids for the 2010-2011 School Year (Exhibit "G.2") - Administration recommended acceptance of the second year option in the 2009-2010 contract with the following vendors charged to the Maintenance Department: BBI Tennis Group, Toledo P E Supply, Ringor, U S Games, Pyramid School Products, S & S Worldwide, Texas Swim Shop, Barcelona Sporting Goods, MFAC, Rogers Athletic Co. ,Cannon Sports Aluminum Athletic Equipment, Team Express, Flaghouse, Gopher Sport, GTM Sportswear, Soccer 4 All, Z-Wear, Inc.,Swim Shops of the Southwest, Area Impressions, F & F Sports, Soccer Post, G & C Screen Printing, Riddell/All-American, G L Sports, Complete Athlete. (Bids are on file in the Purchasing Department.)

Approved Second Year Option for Sheet Music Discount catalog Bids for the 2010-2011 School Year (Exhibit "G.3") - Administration recommended acceptance of the second year option in the 2009-2010 contract with Washington Music Center, Southern Music, Carolyn Nussbaum, Swicegood Music, The Music Rack, Suzuki Corp. Shar Products, Pender's Music, Sam Ash, and Music charged to appropriated funds.

(Bids are on file in the Purchasing Department.)

Approved Second Year Option for Library Books and Media Materials Catalog Discount Bids for the 2010-2011 School Year (Exhibit "G.4") - Administration recommended acceptance of the second year option in the 2009-2010 contract with the following primary vendors: Scholastic Library, Gumdrop Books, Folliet Library Resources, Junior Library, Ingram Library Services and Mackin Library Media and the following secondary vendors: Heinemann Raintree Library, Rosen Publishing. SKS Smart Kids, Equinox Marketing Corp. Children's Plus, Films Media Group, Cherry Lake Publishers, Lerner publishing Group, Bound to Stay Bound Books. Baker & Taylor, Lakeshore Learning Materials, Perfection Learning Corp, Sunburst, Media & Teacher's Media, The Gale Group Inc., PowerKids Press, Marshall Cavendish, The Penworthy Company, Orca Book Publishers, Hendrick Long Publishing Co., Perma Bound Books, Learning Links, Inc., Crystal Production, Capstone Publishers, Houghton Mifflin, ME Sharpe, Inc., Rosen Publishing, Bearport Publishing, Escue & Associates, ABDO Publishing, Gareth Stevens Publishing, WEIGL Publishers, Lectorum Publications, Inc., Library Video Co., RM Acquisition LLC, Windmill Books, Davidson Titles, Inc., HMHS Supplemental publishers, Infobase Publishing, The Creative Company, Lincoln Library Press, Mason Crest Publishers, Norwood House Press, The Child's World, Crabtree Publishing, Enslow Publishers, Plank Road Publishing, Inc., Rosen Classroom, Social Studies School Services and Marco Products, Inc. charged to appropriated funds. (Bids are on file in the Purchasing Department.)

<u>Approved Resolution to Sell Portable Buildings (Exhibit "H")</u> – Administration recommended approval of the resolution to sell excess portable buildings throughout the district that are no longer necessary for district operations.

Approved Second Year Option for Installation of Suspended Ceilings for the 2010-2011 School Year (Exhibit "I") – Administration recommended acceptance of the second year option in the 2009-2010 contract with Homeworks Etc. charged to appropriated funds.

(Bids are on file in the Purchasing Department.)

Approved Second Year Option for Garbage Services for the 2010-2011 School Year (Exhibit "J") – Administration recommended acceptance of the second year option in the 20090-2010 contract with Triangle Waste Solutions charged to the Maintenance Department.

(Bids are on file in the Purchasing Department.)

Approved General Contract for Willie Ray Smith Renovations (Exhibit "K.1") — The district received four (4) bids in response to the advertised Request for Proposal for construction of renovations at Willie Ray Smith. Administration recommended approval of the bid from SETEX Construction on the amount of \$450,000 for construction including pre-construction fee, general contractor's fee and general conditions charged to capital projects funds. (Bids are on file in the Purchasing Department.)

Approved Administration Parking and Driveway Improvement Project (Exhibit "K.2") – The district received eight (8) bids. Administration recommended approval of the proposal from Williamson Construction and Equipment in the amount of \$785,756.61 including base bid and all associated cost and contingencies charged to capital projects funds.

(Bids are on file in the Purchasing Department.)

Approved Competitive Sealed Proposal for Pietzsch-MacArthur Elementary School Phase 1 Renovations (Exhibit L") — Representatives from BISD, Parsons and the Design Architect Smith & Company, Inc. reviewed a total of three (3) firms. Administration recommended approval of the proposal from Lange Brothers, Inc. in the total amount of \$157,541.00 charged to bond projects funds. (Bids are on file in the Purchasing Department

Approved Competitive Sealed Proposal for Marshall Middle School Phase 2 Renovations (Exhibit "M.1") — Representatives from BISD, Parsons and the Design Architect, Auto Arch Architects, LLC. reviewed a total of one (1) firm. Administration recommended approval of the proposal from Lange Brothers, Inc. in the total amount of \$212,302.00 charged to bond projects funds. (Bids are on file in the Purchasing Department.)

Approved Competitive Sealed Proposal for Fletcher Elementary School Phase 2 Renovations (Exhibit "M.2") — Representatives from BISD, Parsons and the Design Architect AutoArch Architects, LLC. reviewed a total of one (1) firm. Administration recommended approval of the proposal from Lange Brothers, Inc. in the total amount of \$279,433.00 charged to bond projects funds. (Bids are on file in the Purchasing Department.)

Approved Competitive Sealed Proposal for Vincent Middle School Phase 2 Renovations (Exhibit "M.3") – Representatives from BISD, Parsons and the Design Architect AutoArch Architects, LLC. reviewed a total of four (4) firms. Administration recommended approval of the proposal from Lange Brothers, Inc. in the total amount of \$406,916.00 charged to bond projects funds. (Bids are on file in the Purchasing Department.)

Approved Competitive Sealed Proposal for Homer Elementary School Phase 2 Renovations (Exhibit "M.4") — Representatives from BISD, Parsons and the Design Architect AutoArch Architects, LLC. reviewed a total of one (1) firm. Administration recommended approval of the proposal from Lange Brothers, Inc. in the total amount of \$139,492.00 charged to bond projects funds. (Bids are on file in the Purchasing Department.)

Approved Competitive Sealed Proposal for King Middle School Phase 2 Renovations (Exhibit "M.5") — A request for proposals was sent out and the district received two (2) bids Administration recommended approval of the proposal from SeTex Construction Corporation in the mount of \$474,000.00. (Bids are on file in the Purchasing Department.)

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, and

Bishop Whitaker

NAYS:

None

APPROVAL OF EXHIBITS "N", "O", "P", "Q.1", "Q.2", "R", "S.1", and "S.2"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "NN", "O", "P", "Q.1", "Q.2", "R", "S.1", and "S.2".

Approved Additional Design Services for Initiated Changes to the Package B Schools, Caldwood Elementary, Curtis Elementary and Regina Howell Elementary (Exhibit "N") – Administration recommended approval of Amendment #002 details to perform the additional design service with Matrix Spencer Architects at a proposed cost of \$66,162.62 charged to appropriated bond funds.

Approved Street Lights for Bayou Willow Parkway at the Carrol A. "Butch" Thomas Educational Support center (Exhibit "O") — Administration recommended approval of service for overhead and underground portion of street lighting by Entergy at a cost of \$94,175.62 charged to appropriated bond funds.

Increased School Day for Southerland Head Start (Exhibit "P") – Administration recommended approval to increase the Southerland Head Start school day from 5.5 hours (330 minutes) to 6 hours (360 minutes) each day beginning August 23, 2010 in accordance with TEA Student Accounting Handbook ADA Eligibility Code 1 – Full Day.

<u>Approved Purchase of My Access! Writing Program from Vantage Technologies Systems Integration, LLC for All Secondary Schools (Exhibit "Q.1")</u> – Administration recommended approval of request to purchase program for grades 6-12 at a cost of \$181,800.00 funded by ESEA Title I Stimulus funds.

Approved Purchase of PLATO Learning Materials (Exhibit "Q.2") — Administration recommended approval of the request to purchase PLATO Learning materials at a cost of \$147,960.00 for eight (8) campuses funded by Title I Stimulus funds

Approved Renewal of the Football Stadium Concession Contracts for the 2010-2011 School Year (Exhibit "R") — Administration recommended approval of contracts for concessions for the Carrol A. "Butch" Thomas Educational Support Center with Central High School Booster Club, Ozen High School and West Brook Football Booster Club; Babe Zaharias Memorial Stadium and Central High School; Alex Durley Stadium and Beaumont-Forest Park Lions Club; Ozen High School Stadium and Ozen High School Booster Club; and the South park Greenie Stadium and Operation Restore Hope.

Approved Payment for Crossing Guards to the City of Beaumont (Exhibit "S.1") – Administration recommended approval of payment to the City of Beaumont for the district's share of the FY09-10 school year crossing guard program in the amount of \$88,721.29 charged to appropriated Special Services funds.

Approved Payment to Region 5 Education Service Center for Services Provided by the Jefferson County Youth Academy (JJAEP) for School Year 2010-2011 (Exhibit "S.2") — Administration recommended approval of payment to Region 5 ESC for the Jefferson County Youth Academy for 35 slots at \$5,250.00 per slot which equals \$183,750.00

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, and

Bishop Whitaker

NAYS:

None

APPROVAL OF EXHIBITS "T.1", "T.2", "U.1", "U.2", "V", "W", "X", and "Y"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "T.1", "T.2", "U.1", "U.2", 'V", "W", "X", and "Y".

Approved Designation of Hazardous Bus Routes for the 2010-2011 School Year – Exhibit "T.1") – Administration recommended approval of proposed hazardous routes inside the two mile limit designated for regular school bus transportation but of sufficient pedestrian hazard to merit bus transportation.

Approved the Refurbishing of Older School Buses (Exhibit "T.2") — Administration recommended approval of request to refurbish school buses at the Texas Department of Criminal Justice, Ellis Bus Repair Facility at a cost of \$30,000 per bus including replacement of the floor and stairwell matting, and adding air conditioning and security cameras for an approximate total of \$30,000 per bus. Any other minimal repairs will be submitted separately.

Approved the District Student Handbook for the 2010-2011 School Year (Exhibit "U.1") — Administration recommended approval of the handbook as submitted online and provided to students.

<u>Approved the Student Code of Conduct for the 2010-2011 School Year (Exhibit "U.2")</u> – Administration recommended approval of student code of conduct as submitted online and provided to students.

<u>Approved the Emergency Operations Plan (Exhibit "V")</u> – Administration recommended approval of plan as submitted online and filed.

Approved Change of Date for Two (2) Regular Monthly Meetings for the Board of Trustees for the Months of November 2010 and July 2011 (Exhibit "W") – Administration recommended designation of November 11, 2010 and July 28, 2011 as the regular monthly meetings for the months identified.

Approved First Reading of Revised (LOCAL) Policy GBBA "School Communications Program (Exhibit "X") — Administration recommended approval of revised policy omitting word "only" as indicated in bold and addition of the words "or designee" as indicated in bold located in the section "News Releases".

Approved Modification of Incentive Pay Plan for All Full Time District Employees Completing the 2009-2010 School Year Only (Exhibit "Y") — Administration recommended modification of incentive plan as presented for the 2009-2010 school year only identifying "at least a 1%" for an absolute TAKS performance of recognized and "at least a 2%" for an absolute TAKS performance of exemplary along with \$100.00 incentive for all other full time district employees, i.e. administration, annex, transportation, maintenance, cradles and cribs, adult basic ed. and police.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, and Mr.

Trahan

NAYS:

None

#### **PERSONNEL**

President Woodrow Reece announced in the public (open) meeting at 8:40 p.m. that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas Government Code, therefore, action taken by the Board in public (open) session included.

Dr. William Nantz motion, seconded by Mr. Tom Neild, to approved the following personnel recommendations:

#### 1. Retirements

Carla Allen, Pietzsch/MacArthur Elementary, Level 1, effective June 5, 2010 Donna Broaddus, Austin Middle, Diagnostician, effective June 11, 2010

#### 2. Resignations

Benny Berry, Diagnostician, Dunbar Elementary, effective June 11, 2010

Toi Brister, Science, Smith Middle, effective June 4, 2010

Gloria Dodson, Spanish, Ozen High, effective June 5, 2010

Joy Edwards, Diagnostician, Central High, effective June 11, 2010

Catherine, Level 2, Fehl Elementary, effective June 5, 2010

Diasheena Gabriel, Mathematics, Vincent Middle, effective June 5, 2010

Roland Garza, Science, Ozen High, effective June 5, 2010

Amy Graham, Level 5, Fletcher Elementary, effective June 5, 2010

Sean Paul Guidry, Special Education, Curtis Elementary, effective June 5, 2010

Donna Holmes, Diagnostician, Vincent Middle, effective June 11, 2010

Alison L. Martinez, Level 1, Regina Elementary, effective June 5, 2010

Monica Meraz, Mathematics, Ozen High, effective June 5, 2010

Delores Preston, Level 4, Price Elementary, effective June 5, 2010

Nawase D. Sherman, Level 4, Dunbar Elementary, effective June 5, 2010

Murrell Stewart, Physical Education, Ozen High, effective June 5, 2010

Johnny Vines, Science, Odom Academy, effective June 5, 2010

Cynthia E. Williams, Diagnostician, Marshall Middle, effective June 11, 2010

Lynda Willie, Mathematics, Ozen High, effective June 5, 2010

Ashley M. Wilson, Social Studies, Central High, effective June 5, 2010

#### 3. New Employee Contract Recommendations

Piper Elizabeth Ayers, Diagnostician, Marshall Middle, effective August 4, 2010 and ending June 10, 2011

Kathleen Maria Breaux, Art, South Park Middle, effective August 16, 2010 and ending June 4, 2011

Tony M. Brown, Physical Education, Ozen High, effective August 16, 2010 and ending June 4, 2011

Nathan Wade Byerly, SAC/Physical Education, West Brook High, effective August 16, 2010 and ending June 4, 2011

Danielle Chaison, Mathematics, King Middle, effective August 16, 2010 and ending June 4, 2011

Laureen Marie Chapman, Social Studies, West Brook High, effective August 16, 2010 and ending June 4, 2011

Joanna Powell Duchamp, Social Studies, Marshall Middle, effective August 16, 2010 and ending June 4, 2011

Michelle Fayne Duell, Orchestra, West Brook High, effective August 16, 2010 and ending June 4, 2011

Lawrence E. Dunbar, Social Studies, Central High, effective August 16, 2010 and ending June 4, 2011

Joseph Fonteneaux, Science, Central High, effective August 16, 2010 and ending June 4, 2011

Kennette Frank, Diagnostician, Austin Middle, effective August 16, 2010 and ending June 4, 2011

Lisa Ruth Harris-Smith, Science, Ozen High, effective August 16, 2010 and ending June 4, 2011

Stacy Hopkins, Deaf Co-op, Guess Elementary, effective August 16, 2010 and ending June 4, 2011

Will Andrew Humber, Vocational Industrial Technology, Odom Academy, effective August 16, 2010 and ending June 4, 2011

Amy B. Johnson, Reading, Odom Academy, effective August 16, 2010 and ending June 4, 2011  $\,$ 

Cedric Wayne Johnson, Mathematics, Ozen High, effective August 16, 2010 and ending June 4, 2011

Shannon Johnson, Assistant Band Director, Odom Academy, effective August 16, 2010 and ending June 4, 2011

Jana Jumper, English, West Brook High, effective August 16, 2010 and ending June 4, 2011

Ricky Keyes, Jr., Mathematics, West Brook High, effective August 16, 2010 and ending June 4, 2011

Gina Martin, English, Ozen High, effective August 16, 2010 and ending June 4, 2011

Crystal Ogden, Athletic Trainer, Zaharias, effective August 16, 2010 and ending June 4, 2011

Bridgette Phillips, Pre-Kindergarten, Amelia Elementary, effective August 16, 2010 and ending June 4, 2011

Manuel Rodriguez, Spanish, Ozen High, effective August 16, 2010 and ending June 4, 2011

Kayla Romero, Level 5, Fehl Elementary, effective August 16, 2010 and ending June 4, 2011

LaTasha Samuel, Special Education, Fehl Elementary, effective August 16, 2010 and ending June 4, 2011

Shelly Simon, Diagnostician, Dunbar Elementary, effective August 4, 2010 and ending June 10, 2011

Catherine Soberon, Spanish, West Brook High, effective August 16, 2010 and ending June 4, 2011

Rohonda Spann, English, Brown Center, effective August 16, 2010 and ending June 4, 2011

Gesille Stuberfield, Diagnostician, Ozen High, effective August 16, 2010 and ending June 4, 2011

Ashley Tevis, Mathematics, West Brook High, effective August 16, 2010 and ending June 4, 2011

Sarah Venable, Diagnostician, Central High, effective August 16, 2010 and ending June 4, 2011

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

Dr. William Nantz motioned, seconded by Mr. Tom Neild, to approve the administrative organization chart for the 2010-2011 school year.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

#### **ADJOURNMENT**

President Reece asked if there was any other business to come before the	board;
there being none, he adjourned the meeting at 9:30 p.m., July 29, 2010	

Woodrow Reece, President Beaumont ISD Board of Trustees Terry D. Williams, Secretary Beaumont ISD Board of Trustees

#### BEAUMONT INDEPENDENT SCHOOL DISTRICT Beaumont, Texas

TO

Dr. Carrol A. Thomas, Jr.

Superintendent of Schools

EXHIBIT "K.1"

Page 1 of 2

FROM:

Robert Zingelmann

Chief Business Officer LZ

DATE:

July 29, 2010

SUBJECT:

Consider and, if Appropriate, Take Action to Approve General

Contract for Willie Ray Smith Renovations

The district received four (4) bids in response to the advertised RFP for construction of renovations for the Willie Ray Smith Middle School. Bids were received from:

- 1. SETEX Construction Corporation
- 2. L & L General Contractors
- 3. HRE, Inc.
- 4. Morganti Texas, Inc.

Based on our review of the bids and their qualification packages, we recommend the district entering into a contract with **SETEX** Construction, who for a total cost of \$450,000 for construction including Pre-Construction Fee, General Contractor's Fee and General Conditions Fee would be less than the other proposals. Should the district not be able to come to terms with an Owner-Contractor agreement with the first recommended contractor, the next highest bidder would be contacted.

#### To be paid from capital project funds.

It is the recommendation of Administration to approve this bid from SETEX Construction in the amount of \$450,000.

**AGENDA** July 29, 2010

EXHIBIT "K.1"
Page 2 of 2

Budget	Pre-Con	Consturction Management	<b>General Condition</b>	Total	Bidder
\$500,000.00	\$0.00	0.12	0	\$550,000.00	L&L
\$450,000.00	\$8,000.00	0.1	0	\$503,000.00	SETEX
\$500,000.00	\$0.00	0.1	0.1	\$600,000.00	HRE
\$500,000.00	\$0.00	0.05	0.2	\$625,000.00	Morganti

# EXHIBIT 22

## BEAUMONT INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting - February 17, 2011

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, February 17 2011 at 7:20 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this Meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

#### **ROLL CALL**

Present:

Woodrow Reece, President Janice Brassard, Vice President Terry Williams, Secretary Gwen Ambres, Member Dr. William Nantz, Member Tom B. Neild, Member Bishop Ollis E. Whitaker

Absent:

School Officials

Present:

None

Superintendent, Dr. Carrol A. Thomas; Deputy Superintendent, Dr. Shirley Bonton; Assistant Superintendents, Dr. David Harris, Dr. Timothy Chargois, Mr. Philip Brooks; Chief Business Officer, Mr. Robert Zingelmann; Executive Director of Personnel, Ms. Sybil Comeaux; Special Assistant to the Superintendent, Jessie

Haynes and School Attorney, Melody Chappell

Absent:

None

#### **ESTABLISHMENT OF A QUORUM**

President Woodrow Reece declared a quorum.

# **PLEDGE OF ALLEGIANCE**

The Ozen High School NJROTC presented the colors. Students from Fletcher Elementary School, Marisol Salizar in the 4th grade and Jaci Frank in the 2nd grade, led the pledges for the United States and the Texas flags.

#### **INVOCATION**

The invocation was given by Selena Lewis, an 11th grade student at the Paul Brown Center.

## **APPROVAL OF THE MINUTES**

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve the minutes of the regular meeting held January 20, 2011 and the special meeting held January 22, 2011.

President Woodrow Reece called for a vote of the minutes.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr.

Neild, and Bishop Whitaker

NAYS: None

#### **REPORTS**

1. Status of State Comp Ed Funds Report – submitted electronically

2. Minutes of the District Educational Improvement Committee (DEIC)
Meeting, September 27, 2010 – submitted electronically

#### REPORT OF THE SUPERINTENDENT OF SCHOOLS

- **1. Bond 2007 Update** Dr. Thomas announced that the facilities update would be a part of the state of the district address later in the meeting.
- **2. Waterford Program in Elementary Schools** Dr. Bonton, deputy superintendent for curriculum, instruction and elementary administration, presented an overview of the program in all of the elementary schools.
- 3. Texas Business and Education Coalition (TBEC) Recognizes Homer Drive and Regina Howell Elementary Schools Trustees honored two schools and their principals: Ms. Ava Colbert, principal of Homer Drive Elementary, and Ms. Rose Hardy, principal of Regina-Howell Elementary, for having been named a TBEC Honor Roll School in the State of Texas.
- National Center for Educational Achievement (NCEA) Identified Sixteen (16) BISD Schools – Trustees honored the 2010 NCEA High Performance Schools for Texas:

Amelia Elementary
Curtis Elementary
Dunbar Elementary
Field Elementary
Fletcher Elementary
French Elementary
Homer Drive Elementary
Lucas Elementary
Martin Elementary
Ogden Elementary
Price Elementary
Marshall Middle
Martin Luther King, Jr.
Odom Academy

Central Medical Magnet High

Holley Hancock
Susan Thrash-Brown
Wayne Wells
Lydia Bahsen
Rachel Hebert-Morse
Jackie Lavergne
Ava Colbert
Patricia Blueford
Martha Fowler
Alma Brown
Rachel Jones
Shannon Allen
Michael Shelton
Tillie Hickman
Pat Lambert

5. State of the District – Dr. Thomas announced that he would not show the presentation, but would talk about updates throughout the district. Dr. Thomas announced that the district had held several meetings with the company interested in partnering with the district to build an event center and hotel; however, it was determined by the Building and Grounds Committee and administration that the district would not pursue this partnership any longer. Dr. Thomas stated that the district would continue to work towards finding funds for an event center.

Dr. Thomas reported to Trustees that the district had been working towards being prepared for a shortfall of public funds. The district plans to see some gains due to the consolidation of elementary campuses, none replacement of

personnel who resign/retire unless it is necessary, a freeze on hiring and a review of all budgets for absolute costs only.

Trustee Tom Neild requested budget workshops be scheduled periodically in order to keep Trustees abreast of current situations.

#### **RECESS**

President Reece declared a recess at 8:15 p.m. to congratulate principals and staff recognized during the Report of the Superintendent. The recess ended at 8:25 p.m.

## **COMMUNICATIONS**

- **Saundra Major, 4145 Pinehurst, Dr.,** spoke about spending money on "posh" transportation vehicles using ExxonMobil grant money.
- 2. Danny Major, 4145 Pinehurst Dr., spoke about the Walker electrical contract, SAT and ACT scores incorrectly presented to the public.
- 2. Amy Dean, 6240 West Bend, spoke about funds for playground equipment and the importance of physical activity in the elementary school day.
- **3. Happy Driscoll, 1285 19**th **St.**, spoke about statistics released by the Center for Disease Control and overweight adolescents, thus a need for playground equipment.
- **4. Jehan King, 7355 Silverwood**, asked Trustees to speak out to legislators and not support larger class sizes at all levels.

#### SIGN-UP

- 1. Raquel West, 1155 Threadneedle, asked Trustees to look at the student zoning around Ozen High School and the dropping enrollment.
- Tracy Reinholt, 1115 Central Dr., spoke to Trustees about the Box Tops for Education endeavor at Regina Howell and the benefits of the program for the library.
- 3. Paul Gresham, 950 Brandywine, stated she was going to speak the truth about playground equipment and the district's response.
- Julien Owens, 4485 Glen Oaks Circle, spoke to Trustees on behalf of the students of Ozen and their wanting to be aware of what is going on in the district.

# **ACTION ITEMS**

APPROVAL OF EXHIBITS "A.1", "A.2", A.3", "B", "C" and "D"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "A.1", "A.2", "A.3", "B", "C" and "D"

<u>Tax Collection Report (Exhibit "A.1")</u> – Administration recommended acceptance of the Tax Collection Report in the amount of \$64,802,913.06 including certification of tax collections for the month of January 2011; tax collector monthly report of January 2011; and deposit distribution of January 2011. (Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

<u>Business Office Report (Exhibit "A.2")</u> – Administration recommended approval of the Business Office Report, including the general fund reports, January 2011; debt service reports, January 2011; capital projects report, January 2011; internal service funds January 2011; scholarship fund report, January 2011; and investment report, January 2011.

<u>Amendments to 2010-11 Budget (Exhibit "A.3")</u> – Administration recommended approval of amendments to the following budgets:

var or amonumente to the following budgets.	
199.0 General Fund	#080
205.1 Head Start	#081
211.1 Title I Part A Improving Basic Programs	#082
224.1 IDEA Part B Formula	#083
404.0 Algebra Readiness Grant Smith MS	#084
487.1 ExxonMobil Reading Initiative Program	#085
488.1 Texas School Ready	#086
492.1 Thomas Center Scoreboard Funds	#087
650.1 Local Capital Projects	#088

Approved Third Year Option for School Leaders Errors and Omissions Insurance and Law Enforcement Liability Insurance Coverage (Exhibit "B") — Administration recommended approval of renewal terms from USI/National Union for \$47,421.00 for School Leaders Errors and Omissions Insurance and USI/Lexington for \$45,415.54 for Law Enforcement Liability Insurance Coverage.

Approved Fourth Year Option for Employee Assistance Program (EAP) for the 2010-2011 School Year (Exhibit "C") – Administration recommended approval of Interface EAP of Houston to continue the district EAP program at the same estimated cost of \$57,420.00

Approved Board Resolution Extending Depository Contract for Funds of Beaumont ISD for the Period September 1, 2011 to August 31, 2013 (Exhibit "D") — Administration recommended approval of the resolution extending the depository contract for funds with the Bank of America for the period September 1, 2011 to August 31, 2013.

President Woodrow Reece called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr.

Neild, and Bishop Whitaker

NAYS:

None

Approval of Exhibits "E", "F.1", "F.2", "F.3", "F.4" and "F.5"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "E", "F.1", "F.2", "F.3", "F.4" and "F.5".

Second Year Option for Term Contract for Electrical Plumbing, HVAC and Miscellaneous Operational Supplies for the 2010-2011 School Year (Exhibit "E") — Administration recommended extending the contract with the same terms and conditions of the base year award with Summit Electric Supply, Ralph's Industrial Electronics, Coburn's Supply, Johnson Supply, Grainger Inc. Apple Specialties and A-1 Sheet Metal & A/C Inc.

Approved Third Year Option for Term Contract for Paper-Print Shop for the 2010-2011 School Year (Exhibit "F.1") – Administration recommended extending the contract with a price redetermination based on manufacture's cost with Bosworth.

Approved Third Year Option for Term Contract Janitorial Supplies for the 2010-2011 School Year (Exhibit "F.2") – Administration recommended extending

the contract with the same terms and conditions of the base year award with Quest Cleaning and Sanitary Supply.

Approved Third Year Option for Term Contract for Doors and Hardware Supplies for the 201-2011 School Year (Exhibit "F.3") – Administration recommended extending the contract with a price redetermination based on manufacture's cost with IDN Acme (5-6% increase), Acme Architectural Hardware and Beaumont Architectural Sales & Service.

Approved Third Year Option for Term Contract for Ballasts and Fixture for the 2010-2011 School Year (Exhibit "F.4") – Administration recommended extending the contract with the same terms and conditions of the base year award with Voss Lighting and Grainger Industrial Supply.

Approved Third Year Option for Audio Visual for 2010-2011 School Year (Exhibit "F.5") – Administration recommended extending the contract with a price redetermination based on manufacture's cost with Voss Lighting and VSA, Inc.

President Woodrow Reece called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr.

Neild, and Bishop Whitaker

NAYS:

None

#### APPROVAL OF EXHIBIT "G"

Dr. William Nantz moved, seconded by Mr. Terry Williams to approved Exhibit "G".

Approved Competitive Sealed Proposal for West Brook High School Auditorium Project (Exhibit "G") – Five (5) contractors submitted responses to the Request for proposal with the correct number of proposals for review. Administration recommended entering into negotiations with Morganti/CPNA in the amount of \$7,339,000 and verified by Morganti that the work can be done at the bid price as stated.

President Woodrow Reece called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, and

Bishop Whitaker

NAYS:

Mr. Neild

# APPROVAL OF EXHIBIT "H" and "I"

Dr. William Nantz moved, seconded by Mr. Terry Williams to approved Exhibit "H" and "I".

Approved Construction Manager at Risk Proposal for West Brook High School Phase 1 Classroom Additions (Exhibit "H") — Three (3) contractors submitted responses to the request for proposal with one company non response on the submission of cost for pre-construction services or the percentages of the GMP for general conditions or construction management. Administration recommended Fibrebond as the Construction Manager at Risk (CMAR) for Phase 1 classroom additions at West Brook High School.

Approved Competitive Sealed Proposal for West Brook High School Phase 3 Interior Renovation Project (Exhibit "I") — Five (5) contractors submitted responses to the Request for Proposal. Administration recommended entering into negotiations with N & T Construction Co. in the amount of \$1,721,000.

President Woodrow Reece called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr.

Neild, and Bishop Whitaker

NAYS:

None

#### APPROVAL OF EXHIBITS "J" and "K"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "J" and "K".

Approved Competitive Sealed Proposal for West Brook High School Phase 5 Field House Project (Exhibit "J") — Eight (8) contractors submitted responses to the Request for Proposal. Administration recommended entering into negotiations with HRE in the amount of \$1.937.192.16.

<u>Approved Competitive Sealed Proposal for Central Medical Magnet High School Field House Addition (Exhibit "K")</u> – Nine (9) contractors submitted responses to the Request for Proposal. Administration recommended entering into negotiations with Triad Construction Corp. in the amount of \$1,035,000.00.

President Woodrow Reece called for a vote.

YEAS:

Mr. Reece, Mr. Williams, Ms. Ambres, and Bishop Whitaker

NAYS:

Ms. Brassard, Dr. Nantz, and Mr. Neild

#### APPROVAL OF EXHIBITS "L", and "M"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "L" and "M".

<u>Approved the Sallie Curtis Elementary School Guaranteed Maximum Price</u> (Exhibit "L") – Administration recommended approval of the remaining amount of Guaranteed Maximum Price (GMP) for Sallie Curtis in the amount of \$15,528,654.00 which totals to \$18,902,923.00.

Approved the Water Line Easement for Curtis Elementary School (Exhibit "M") — Administration recommended authorizing the Superintendent to execute an easement agreement with the City of Beaumont at the Curtis Elementary property site

President Woodrow Reece called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr.

Neild and Bishop Whitaker

NAYS:

None

#### **APPROVAL OF EXHIBITS "N"**

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "N".

Approved a Change to the Willie Ray Smith Middle School Renovations Contract (Exhibit "N") — Administration recommended approval of change in cost representing architect and engineering fees for an additional amount of \$137,751.00 with SETEX Construction which brings the total project cost to \$587,751.00

President Woodrow Reece he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, and Dr. Nantz,

Bishop Whitaker

NAYS:

Mr. Neild

APPROVAL OF EXHIBITS "O.1", "O.2", "O.3", "P", "Q", and "R"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "O.1", "O.2", "O.3", "P", "Q", and "R".

<u>Approved Ogden Campus as the Location for the Adult Education Center</u> (Exhibit "O.1") – Administration recommended Ogden campus as the location for the Adult Education Center

Approved Field Elementary School as the Administration Annex (Exhibit "O.2") – Administration recommended Field Elementary School as the site for the Administration Annex.

<u>Approved the Annex Site for Police and Auxiliary (Exhibit "O.3")</u> – Administration recommended the present Administration Annex site for the Police department and auxiliary staff.

Approved the Amended Exhibit to Name the New School at the Fehl Site as the (Exhibit "P") – Administration recommended the name at the Fehl site as the Louie M. Fehl and A. L. Price Elementary School.

Approved the 2009-2010 Academic Excellence Indicator System (AEIS) Report, the Campus Comparable Improvement Report, the Campus Performance Objectives, the Student Performance in Postsecondary Institutions Report; the Accountability for Safe Schools Report; and the 2009-2010 School Report Card (Exhibit "Q") – Administration recommended approval of reports as submitted.

Approved the School Calendar for the 2011-2012 School Year (Exhibit "R") — Two (2) calendar proposals for 2011-2012 were sent to schools, administration and staff for a vote. Administration recommended approval of Calendar Proposal "A" which received 1198 votes. Calendar proposal "B" received 702 votes.

President Woodrow Reece called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr.

Neild, and Bishop Whitaker

NAYS:

None

# **APPROVAL OF EXHIBITS "S"**

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibit "S".

<u>Considered Purchase of Playground Equipment (Exhibit "S")</u> – Trustees considered proposal by Trustee Tom Neild that the Board allow Bond money from owner's contingency be funded for the nine (9) new campuses in the mount of \$100,000 each for the sole purpose of playground equipment; and, that each campus assign a PTA member, a coach and the principal to come back to administration within sixty (60) days with a program design.

President Woodrow Reece called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, and

Bishop Whitaker

NAYS:

Mr. Neild

## APPROVAL OF EXHIBIT "T", "U" and "V"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "T", "U" and "V".

Approved Employment of a Demographer to Prepare Redistricting Data in Accordance with the 2010 Census Data (Exhibit "T") — Administration recommended employing Dr. L. Tom Sanders, Dean of Student Development and Institutional Planning at Lee College in Baytown, Texas at a hourly rate of \$150.00 plus additional estimated cost of approximately \$2,500 to acquire the relevant census data. Mr. Sanders will be invoiced through the office of the district's attorney, Ms. Melody Chappell.

Approved Amended Election Order and Notice Approved January 20, 2011 for the May 14, 2011 Election for Trustee Districts I, II, III, IV and V with Proposition for all District (Exhibit "U") — Administration recommended approval of amendment to the election order and notice prompted by a change in polling locations.

Approved First Reading of Additions, Revisions or Deletions of (LOCAL) Polices as Recommended by TASB Policy Localized Policy Manual Update 89 (Exhibit "V") – Administration recommended approval of first reading of additions, revisions or deletions of (LOCAL) policies: BED, Board Meeting; CKB, Safety Program/Risk Management; DGBA, Personnel-Management Relations; EEJA, Individualized Learning/Credit by Exam w/Prior Instruction; EEJB, Individualized Learning/Credit by Exam without Prior Instruction; EEJC, Individualized Learning, Correspondence Courses; EHDB, Alternative Methods for Earning Credit, Credit by Exam with Prior Instruction; EHDC, Alternative Methods for Earning Credit, Credit by Exam without Prior Instruction; EHDD, Alternative Methods for Earning Credit, College Course Work/Dual Credit; EHDE, Alternative Methods for Earning Credit, Distance Learning; and FD, Admission

President Woodrow Reece he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr.

Neild, and Bishop Whitaker

NAYS:

None

## **APPROVAL OF EXHIBIT "W"**

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibit "W".

## Approved Procedure "Participation in Graduation Exercises (Amended "W")

Janice Brassard moved to amend the motion to read: students participating in graduation will be those graduating on time or early with a second line for those within one (1) credit and/or need only to pass the TAKS examination to meet all graduation requirements. Terry Williams seconded the motion to amend.

President Woodrow Reece he called for a vote of the amendment.

YEAS:

Mr. Reece, Ms. Brassard, Ms. Ambres, Dr. Nantz, and Mr. Neild

NAYS:

Mr. Williams and Bishop Whitaker

President Woodrow Reece called for a vote of the original motion as amended.

YEAS:

Mr. Reece, Ms. Brassard, Ms. Ambres, Dr. Nantz, and Mr. Neild

NAYS:

Mr. Williams and Bishop Whitaker

#### **PERSONNEL**

President Woodrow Reece announced at 10:25 a.m. in the public (open) meeting that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas Government Code, and that any action which the Board might take would be in public (open) session immediately following. The executive (closed) meeting ended at 11:06 p.m. and the Board in public (open) session acted on the following matters:

Dr. Nantz motioned, seconded by Mr. Williams, to approve the following personnel recommendations:

# 1. Removal of Deceased Employee from Professional Roster

Sherry L. Ryals, Title I Curriculum Coordinator, Martin Elementary, effective January 6, 2011

#### 2. Reinstatement

Clemente Spann, Social Studies, Central High School, TBD

## 3. Resignations

Cynthia Fitzgibbons, Assistant Director/Child Nutrition, Administration, effective January 7, 2011

Aria Fowler, Industrial Technology, Austin Middle, effective December 17, 2010

# 4. New Employee Contract Recommendations

Donna Austin, English, Brown Center, effective January 3, 2011 and ending June 4, 2011

Dalana Bennett, Reading, King Middle, effective January 3, 2011 and ending June 4, 2011

Rachel A. Hamilton, Speech Therapist, Fletcher Elementary, effective January 6, 2011 and ending June 4, 2011

Margaret J. Kelly, Nurse, Fletcher Elementary, effective December 6, 2010 and ending June 4, 2011

Kanesha Limbrick, Nurse, Lucas PreK, effective January 24, 2011 and ending June 4, 2011

Meagan Parker, English, West Brook High, effective January 10, 2011 and ending June 4, 2011

Candace Reid, Title I Mathematics, Smith Middle, effective January 3, 2011 and ending June 4, 2011

Peter Thielen, Reading, Smith Middle, effective January 3, 2011 and ending June 4, 2011

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS:

None

### 5. Administrative Recommendations - None

President Woodrow Reece called for questions of the motion, there being none, he called for a vote.

YEAS:

Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr.

Neild, and Bishop Whitaker

NAYS:

None

Dr. Thomas announced the following transfers would be effective the 2011-2012 school year:

Rachel Jones, Director of Staff Development Cynthia Washington, Principal of Louie M. Fehl and A. L. Price Elementary School Jackie Lavergne, Principal, Dr. Mae E. Jones-Clark Elementary School

President Reece asked the newly transferred administrators to remain for greetings after the close of the meeting.

## **ADJOURNMENT**

President Reece asked if there was any other business to come before the board; there being none, he adjourned the meeting at 11:12 a.m., Saturday, February 17, 2011.

Woodrow Reece, President Terry D. Williams, Secretary
Beaumont ISD Board of Trustees Beaumont ISD Board of Trustees

# BEAUMONT INDEPENDENT SCHOOL DISTRICT Beaumont, Texas

TO : Dr. Carrol A. Thomas, Jr.

Superintendent of Schools

**EXHIBIT "N"** Page 1 of 5

FROM:

Robert Zingelmann

Chief Business Officer LZ

DATE:

February 17, 2011

SUBJECT:

Consider and if Appropriate, Take Action to Approve a Change to

the Willie Ray Smith Middle School Renovations Contract

The Board of Trustees approved Renovations to Willie Ray Smith Middle School at the July 29, 2010 Board Meeting. As that time the scope of work did not include the architect and engineering fees in

the exhibit total.

The change in cost represents restroom modifications, auditorium revisions and the balance of the architect and engineering fees which comes to an additional \$137,751.00 for a total project cost of \$587,751.00 to be paid from capital project funds to SETEX Construction.

It is the recommendation of Administration to approve this change to SETEX Construction contract.

# BEAUMONT INDEPENDENT SCHOOL DISTRICT Beaumont, Texas



TO

Dr. Carrol A. Thomas, Jr.

Superintendent of Schools

EXHIBIT "K.1" Page 1 of 2

FROM:

Robert Zingelmann

Chief Business Officer 12

DATE:

July 29, 2010

SUBJECT:

Consider and, if Appropriate, Take Action to Approve General

Contract for Willie Ray Smith Renovations

The district received four (4) bids in response to the advertised RFP for construction of renovations for the Willie Ray Smith Middle School. Bids were received from:

- 1. SETEX Construction Corporation
- 2. L & L General Contractors
- 3. HRE, inc.
- 4. Morganti Texas, Inc.

Based on our review of the bids and their qualification packages, we recommend the district entering into a contract with SETEX Construction, who for a total cost of \$450,000 for construction including Pre-Construction Fee, General Contractor's Fee and General Conditions Fee would be less than the other proposals. Should the district not be able to come to terms with an Owner-Contractor agreement with the first recommended contractor, the next highest bidder would be contacted.

To be paid from capital project funds.

It is the recommendation of Administration to approve this bid from SETEX Construction in the amount of \$450,000.

EXHIBIT "K.1"
Page 2 of 2

EXHIBIT"N" Page 3 of 5

Budget \$500,000.00 \$450,000.00 \$500,000.00 \$500,000.00	Pre-Con \$0.00 \$8,000.00 / \$0.00 \$0.00	0.12 0.1 0.1 0.1 0.05	General Condition  0  0  0.1  0.2	Total \$550,000.00 \$503,000.00 \$600,000.00 \$625,000.00	Bidder L&L SETEX HRE Morganti	P
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# S_eTEX CONSTRUCTION CORP.

Commercial EXHIBINIUM dibat Page 4 of 5

# **CHANGE ORDER**

PROJECT (Name and address):		R NUMBER: One (1)
Smith Middle School Restroom	DATE: February	7, 2011 OWNER: X
Renovations & Auditorium Improve	ements	PROGRAM MANAGER: X
4415 Concord Road		CONTRACTOR: X
Beaumont, TX 77703		
Beaumont Independent School Dis 3395 Harrison Avenue Beaumont, TX 77706	trict	
TO CONTRACTOR (Name and ad	drocel: ARCHITECT'S P	ROJECT NUMBER:
		TE: December 8, 2010
SeTEX Construction Corp.		R: Re-construction of Restroom Renovations
PO Box 20678	CONTRACT FO	& Auditorium Improvements
Beaumont, TX 77720		& Additionally improvements
	uted amount attributable to previously the shower modifications Aud	executed Construction Change Directives) ditorium revision and balance of CMAR,
The original Contract Sum was		\$ 450,000.00
The net change by previously a	uthorized Change Orders	\$
The Contract Sum prior to this		\$ 450,000.00
The Contract Sum will be increa		
The new Contract Sum includin	•	\$ 587,751.00
The Contract Time will be incre The date of Substantial Comple		ge Order therefore is: March 31, 2011
ECM	HE PROGRAM MANAGER, CONT  SeTEX Construction Corp.	Beaumont Independent School District
PROGRAM MANAGER(Firm Name)	CONTRACTOR (Firm Name)	OWNER (Firm Name)
4639 Gulf Starr Drive	PO Box 20678	3395 Harrison Ave.
Destin, FL 32541	Beauthont, TX 77720	Beaumont, TX 77706
AlaH. Elmad	the stell	
BY (Signature)	BY (Signature)	BY (Signature)
John Elamad (Typed Name)	James R. Shell, President (Typed Name)	Robert Zingelmann, Chief Business Officer (Typed Name)
2/7/2011	2-7-11	1.75
DATE	DATE	DATE

# **Smith Middle School**

# **Restroom Renovations & Auditorium Improvements**

**Revised Shower Layout & Washer Dryer Hookup** 

	Shower 105	Shower 112	Both Sides	Description
Plumbing (All Star Plumbing)	\$11,451,50	36,815.50	\$18.267/90	And the Control of Spice (to Piper Street House Said Starting and Stabilities
Shower Partitions (Henley Construction Specilties)	\$1,137.50	\$1,137.50	\$2,275.00	Additional Partitions and Curtains and Rods
Extra Lights in Showers (A&A Electric)	\$738.50	\$738.50	\$1,477.00	Labor and Material Charges to add B1 fixtures at both Showers 105 & 112
Electrician (A&A Electric)	\$0.00	\$8,161.00	\$8,161.00	Labor and Material Charges to update conductor for one water heater circuit and one new water heater circuit and one new water heater circuit as per revised drawing E.1R
Exhaust Duct Work (Metal Industries)	\$3,900.00	\$3,900.00	\$7,800.00	Labor, and material; Exhaust fans, Dryer booster fan, Dryer Unt trep, Grills, Wall cap, Ceiling access doors, Demo Existing duct and new Duct, work
Exhaust Duct Power Power (A&A Electric)	\$566.00	\$566.00	\$1,132.00	Labor, material charges to add 1 exhaust fan for two fans with independent switching on dedicated circuit.
Washer & Dryer Power (A&A Electric)	\$0.00	\$2,612.00	\$2,612.00	Labor and Material Changes to add washer, dryer and booster fan circuit.
Wacher & Dever (Kommercial Kintager)				
Totals	\$17,793.50	\$24,986.50	\$42,780.00	

# **Auditorium**

Lights at Entry's		
Electrician (A&A Electric)	2,221.00	1
		Labor and Material charge to add raceway, daisy chain loop an low voltage switch for lighting control.
Electrician (A&A Electric)	4,291.00	Add Wall Scones as Per Revised Drawing E.2R
Coastal Sprinkler	0.00	All labor and Matachil to relocate two fire hote values and piping, and to cut in these the sprinting that was a larger completed under other contract.
Totals	6,512.00	

Grand Total:	\$137,751.00
Sub Total 2:	\$75,000.00
Program Manager Fee (ECM):	\$30,000.00
Original CMAR FEE:	\$45,000.00
Sub Total 1:	\$62,751.00
Professional Fee (Arch & Engineer):	\$8,530.00
GC Fee:	\$4,929.00
Sub-Total from above:	\$49,292.00
Auditorium Sub-Total:	\$6,512.00
Shower Revised Layout Sub-Total:	\$42,780.00

Omited from BISD PO Back up SeTEX Letters Dated: Dec. 10 & 27 2010 Omited from BISD PO Back up SeTEX Letters Dated: Dec. 10 & 27 2010

# EXHIBIT 23

. 20

To(OWNER): Beaumont I, S. D.

3395 Harrison Avenue Beaumont, TX 77706 Project: Smith Middle School

Restroom Renov/Auditorium Improve

4415 Concord Road Beaumont, Texas 77703

From: SeTEX Construction Corp.

P.O. Box 20678

Beaumont, TX 77720-0678

Via(Architect): ECM

4639 Gulf Star Drive Destin, Florida 32541

Application No: 7 Invoice No: 1246

Period To: 3/26/2015

Architect's

Project No: BISD #628700726

Invoice Date: 3/26/2015 Contract Date: 12/8/2010

# CONTRACTOR'S APPLICATION FOR PAYMENT

		F
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	137,751.00	0.00
Approved this month	0.00	0.00
TOTALS	137,751.00	0.00
Net change by change orders	137,751.00	

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

450,000.00 137,751.00 587,751.00 569,000.00
0.00 569,000,00
569,000.00
0.00 0.00 18,751.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SeTEX Construction Corp.

Rv	
LJY.	Date:

State of:TX County of:Jefferson Subscribed and sworn to before me this day of

Notary Public:Sherry Daniels My Commission expires:6/6/2017

# ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$	
AMOUNT CERTIFIED	0.00
(Attach explanation if amount certified differs from the amount applied for.)	0.00
6 man extraversula empera contrice quieta mont (de quiodit abbilleti tot )	

ARCHITECT: ECM

Bv	<b>.</b>
This Codificate is not negatively. The ALLOUNIT OFFICE A	Date

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment an acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

А	В	ı C	6				,	11.101 2.02 11020	7700720					
TEM			D	E	F	G	1	l H						
NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED		WORK BILLED		WATERIAL MATERIAL			TOTAL	TOTAL	%	BALANCE TO	RETAINAGE
months of the			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD	STORED THIS PERIOD	COMPLETED AND STORED TO DATE (D+E+F)	G/ C	FINISH (C-G)						
, i	Gen Cond/Bonds/Insur/Permits	17,000.00	17,000.00	0.00	0.00	17,000.00	100	0.00	0.00					
2	General Cond/Temp Services	16,000.00	16,000.00	0.00	0.00	16,000.00	100	0.00	S. C.					
3	Jobsite Security (3-23-11)	0.00	0.00	0.00	0.00	0.00	0		0.00					
4.	Gen Cond/SeTEX Supervision	24,000.00	24,000.00	0.00	0.00	24,000.00	100	0.00	0.00					
5	SeTEX Pre-Const Services	8,000.00	8,000.00	0.00	0.00	8,000.00	100	0.00	0.00					
6	Concrete Repair & Patch	5,693.00	5,693.00	0.00	0.00	5,693.00		0.00	0.00					
7	Masonry Repairs	13,774.00	13,774.00	0.00	0.00	•	100	0.00	0.00					
8	Misc. Caulk & Waterproof	2,000.00	2,000.00	0.00	0.00	13,774.00	100	0.00	0.00					
9	Misc. Iron & Steel	2,000.00	2,000.00	0.00		2,000.00	100	0.00	0.00					
10	Rough & Finish Carpentry	2,000.00	2,000.00		0.00	2,000.00	100	0.00	0.00					
11	Drywall & Studs	2,591.00		0.00	0.00	2,000.00	100	0.00	0.00					
12	Doors/Frames/Hardware		2,591.00	0.00	0.00	2,591.00	100	0.00	0.00					
13		7,287.00	7,287.00	0.00	0.00	7,287.00	100	0.00	0.00					
-	Toilet Partitions & Specialties	14,306.00	14,306.00	0.00	0.00	14,306.00	100	0.00	0.00					
14	Metal Lockers & Benches	22,568.00	22,568.00	0.00	0.00	22,568.00	100	0.00	0.00					
15	Interior Signage	917.00	917.00	0.00	0.00	917.00	100	0.00	0.00					
15	Electric Projection Screens	4,200.00	4,200.00	0.00	0.00	4,200.00	100	0.00	0.00					
	Subtotal	142,336.00	142,336.00	0.00	0.00	142,336.00	100	0.00	0.00					

Page:

А	ı B	0	Architect's Project No: BISD #628700726				3700726		
-144		C	D	E	F	G	1	l H	1
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK	BILLED	MATERIAL	TOTAL	%	BALANCE TO	RETAINAGE
***************************************		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	FROM PREV. APPLICATION (D+E+F)	THIS PERIOD	STORED THIS PERIOD	COMPLETED AND STORED TO DATE (D+E+F)	G/ C	FINISH (C-G)	The state of the s
17	Scaff Lifts @ Stage (3-23-11)	6,296.00	6,296.00	0.00	0.00	6,296.00	100	0.00	0.00
18	Painting & Finishing	24,356.00	24,356.00	0.00	0.00	24,356.00	100		
19	Resinous Quartz Flooring	52,528.00	52,528.00	0.00	0.00	52,528.00	100	0.00	0.00
20	Electrical/Temp/Stage Lighting	49,480.00	49,480.00	0.00	0.00			0.00	0.00
21	Fire Alarm	650.00	650.00	0.00		49,480.00	100	0.00	0.00
22	HVAC/Grilles (3-23-11)	0.00	0.00		0.00	650.00	100	0.00	0.00
23	Plumbing Work	32,500.00		0.00	0.00	0.00	0	0.00	0.00
24	_		32,500.00	0.00	0.00	32,500.00	100	0.00	0.00
	Fire Sprinklers/RePipe/Heads	2,200.00	2,200.00	0.00	0.00	2,200.00	100	0.00	0.00
25	Sod Grass & Grounds Repair	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
26	Temp Protection (3-23-11)	6,657.00	6,657.00	0.00	0.00	6,657.00	100	0.00	0.00
27	SeTEX Demolition	8,200.00	8,200.00	0.00	0.00	8,200.00	100	0,00	0.00
28	Demo Subcontractor	5,800.00	5,800.00	0.00	0.00	5,800.00	100	0.00	
29	SeTEX Carpenter	10,353.00	10,353.00	0.00	0.00	10,353.00	100		0.00
30	SeTEX Field Laborer	19,800.00	19,800.00	0.00	0.00			0.00	0.00
31	Floor Drain Repairs (3-23-11)	7,578.00	7,578.00			19,800.00	100	0.00	0.00
32	Rem/Reinstall Canopy (3-23-11)		·	0.00	0.00	7,578.00	100	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
	Subtotal	227,398.00	227,398.00	0.00	0.00	227,398.00	100	0.00	0.00

# CONTINUATION SHEET

А	В	1 C	D E , F			- Tojest No. BigD #626/00/26			7700720
ITEM	DESCRIPTION OF WORK				F	G		L H	-
NO.	DEGOTH HON OF WORK	SCHEDULED VALUE	WORK	BILLED	MATERIAL STORED	TOTAL	%	BALANCE TO	RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD	THIS PERIOD	COMPLETED AND STORED TO DATE (D+E+F)	G/ C	FINISH (C-G)	
33	Audio/Video System Allow	15,200.00	15,200.00	0.00	0.00	15,200.00	100	0.00	0.00
34	SeTEX Cont Allow (3-23-11)	6,735.00	6,735.00	0.00	0.00	6,735.00	100	j	
35	Change Order No. 1 (2-7-11)	0.00	0.00	0.00				0.00	0.00
36	** Shr Plumbing	18,267.00	18,267.00		0.00	0.00	0	0.00	0.00
37	**Shr. Partitions	-		0.00	0.00	18,267.00	100	0.00	0.00
38		2,275.00	2,275.00	0.00	0.00	2,275.00	100	0.00	0.00
	**Shr. Lights	1,477.00	1,477.00	0.00	0.00	1,477.00	100	0.00	0.00
39	**Shr. Elect. Upgrade	8,161.00	8,161.00	0.00	0.00	8,161.00	100	0.00	0.00
40	**Shr. Duct Work	7,800.00	7,800.00	0.00	0.00	7,800.00	100	0.00	0.00
41	**Shr. Duct Power	1,132.00	1,132.00	0.00	0.00	1,132.00	100		
42	**Shr. W&D Power	2,612.00	2,612.00	0.00	0.00	2,612.00	100	0.00	0.00
43	**Shr. Washer & Dryer Eq.	1,056.00	1,056.00	0.00	0.00	·		0.00	0.00
44	**Aud. Lights at Entry Elec.	2,221.00	2,221.00			1,056.00	100	0.00	0.00
45	**Aud. Electrician Upgrades			0.00	0.00	2,221.00	100	0.00	0.00
46		4,291.00	4,291.00	0.00	0.00	4,291.00	100	0.00	0.00
and the state of t	**CO No. 1 GC Fee	4,929.00	4,929.00	0.00	0.00	4,929.00	100	0.00	0.00
47	**Arch. & Engineer Fees	8,530.00	8,530.00	0.00	0.00	8,530.00	100	0.00	0.00
48	**Program Manager Fee (ECM)	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	0.00
	Subtotal	114,686.00	114,686.00	0.00	0.00	114,686.00	100	0.00	0.00

Α	В	C					-		
ITEM			D	E	F	G		Н	1
NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK	BILLED	MATERIAL TOTAL		%	BALANCE TO	RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD	STORED THIS PERIOD	COMPLETED AND STORED TO DATE (D+E+F)	G/ C	FINISH (C-G)	, , , , , , , , , , , , , , , , , , ,
49	**Original CMAR Fee	45,000.00	45,000.00	0.00	0.00	45,000.00	100	0.00	0.00
50	CP#2 (3-23-11) Changes	0.00	0.00	0.00	0.00	0.00	0		0.00
51	Plumbing Boys RR	12,311.00	12,311.00	0.00	0.00			0.00	0.00
52	U Stalls Boys RR	2,925.00	2,925.00	0.00		12,311.00	100	0.00	0.00
53	Mirrors Boys RR	530.00	530.00	0.00	0.00	2,925.00	100	0.00	0.00
54	Flooring In Entry Hall	5,642.00	5,642.00		0.00	530.00	100	0.00	0.00
55	Paint In Entry Hall	662.00	-	0.00	0.00	5,642.00	100	0.00	0.00
56	Paint In Book Room		662.00	0.00	0.00	662.00	100	0.00	0.00
57		867.00	867.00	0.00	0.00	867.00	100	0.00	0.00
	Drywall In Book Room	6,300.00	6,300.00	0.00	0.00	6,300.00	100	0.00	0.00
58	Flooring In Book Room	845.00	845.00	0.00	0.00	845.00	100	0.00	0.00
59	Misc. Painting	350.00	350.00	0.00	0.00	350.00	100	0.00	0.00
60	Misc. Electrical Aud. Etc.	6,175.00	6,175.00	0.00	0.00		100	0.00	enci izane entire i
61	Electrical Hand Dryers	2,973.00	2,973.00	0.00	0.00		100	1	0.00
62	Savings Credit	18,751.00	0.00	0.00	0.00			0.00	0.00
11				0.00	0.00	0.00	0	18,751.00	0.00
									Assentinestations and the
	Subtotal	103,331.00	84,580.00	0.00	0.00	84,580.00	82	18,751.00	0.00

Application Number: 7

Application Date: 3/26/2015
Period To: 3/26/2015
Architect's Project No: BISD #628700726

6	-					67.11.001.0	ال ال	CLNO. DISD #628	3/00/26
-A	В	С	D	E	F	ı G	1	, Н	, ,
NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK	BILLED MATERI		TOTAL COMPLETED	%	BALANCE TO	RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD	STORED THIS HIS PERIOD PERIOD		G/ C	FINISH (C-G)	
	Invoice Total	587,751.00	569,000.00	0.00	0.00	569,000.00	97	18,751.00	0.00
							l	,	0.00

# EXHIBIT 24



# a complete engineering & construction management company

4639 Gulf Starr Drive • Dextin, Florida 32541 • cmr.il: jelunadá yahoo.com • Telephone: 850.837, 7454 • Fox: 850.654,2001

# INVOICE

DATE March 3, 2011

OUR PROJECT NO.

INVOICE NUMBER 13000

IN ACCOUNT WITH:

SeTex

P. O. Box 20678

Beaumont, Texas 77720

# FOR SERVICES RENDERED:

Consulting Engineering Services and Program Management Services for the Roy Smith Middle School Locker Rooms located in Beaumont, Texas.

TOTAL AMOUNT NOW DUE:

\$16,000.00

*PLEASE USE INVOICE NUMBER WHEN REMITTING MAKE CHECK PAYABLE TO:E C M 4639 Gulf Starr Drive; Destin, FL 32541

# ALL INVOICES ARE DUE UPON RECEIPT

INTEREST ACCRUES AT THE RATE OF 1.5% PER MONTH OF PAST DUE BALANCE.

THANK YOU!

DATE	JOB NO.	COST CODE	AMOUNT		
	·				
,	2/00 3	29033	16.00	0 -00	31
			and the sales of t		
			***************************************		$A \lambda^0$
			atendraman property to a property on the second distance of second and		V

<u>C</u>:

<u>PC</u> 000060 <u>Site</u> Paid Date <u>Serial</u> Routing <u>Account</u> <u>Amount</u> Sequence # VIEWPOINTE 20110314 41184 16,000.00 5157702550  $\hat{f H}$  original check has micro printing in the signature line and red check numbers image through to the back of sheet  $\hat{f H}$ WACHOVIA 32-1515/1110 041184 SETEX CONSTRUCTION CORP. GENERAL ACCOUNT P.O. BOX 20678 BEAUMONT, TEXAS 77720-0678 409-842-8181 41184 3/8/2011 THE SUM OF SIXTEEN THOUSAND DOLLARS AND NO CENTS PAY TO THE ORDER OF **ECM** SETEX CONSTRUCTION CORP. 4639 Gulf Starr Drive Destin, FL 32541 AUTHORIZED SIGNATURE ş # Copyright © 2002-06 Wells Fargo & Company. All rights reserved.

# EXHIBIT 25



# A Complete Engineering & Construction Management Company

Date:

April 6, 2011

Customer:

Mr. Jim Shell

Project location:

Smith Middle School Girls Locker Rooms Renovation

# INVOICE

Invoice No.: 16985

# Progress Billing:

Project Management and Contract Administration for the Renovations/Upgrades to the Girls Locker Rooms at Smith Middle School in Beaumont, Texas.

Contract Amount:

\$30,000

Less Previous Payment:

\$16,000

This Period Invoice amount: \$12,000.00

Please make Checks Payable to ECM

22024

Thank you.

DATE	JOB NO.	COST CODE	ASSOLAT
	2/002	29033	12,000
			Marine The State of the State o

4639 Gulf Starr Drive. Destin, Florida 32541 . Telephone: 850-837-7454 Fax: 850-654-2000. E-Mail: jelamad@yahoo.com

<u>C:</u>

Sequence #

<u>Amount</u> 12,000.00 VIEWPOINTE 20110412 000060 41301 6851962580 (A) ORIGINAL CHECK HAS MICRO PRINTING IN THE SIGNATURE LINE AND RED CHECK NUMBERS IMAGE TH SETEX CONSTRUCTION CORP.

GENERAL ACCOUNT
P.O. BOX 20678
BEAUMONT, TEXAS 77720-0678 041301 41301 409-842-8181 4/6/2011 THE SUM OF TWELVE THOUSAND DOLLARS AND NO CENTS PAY TO THE ORDER OF ECM 4639 Gulf Starr Drive Destin, FL 32541 SETEX CONSTRUCTION CORP. AUTHORIZED SIGNATURE

Account

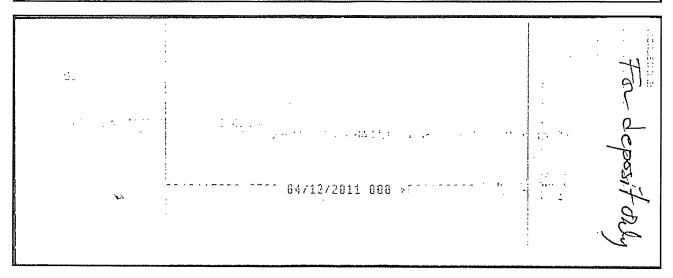
<u>PC</u>

<u>Site</u>

Paid Date

Serial

Routing



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# EXHIBIT 26



# a complete engineering & construction management company

4639 Gulf Starr Drive • Destin, Florida 32541 • email: jelamadžī yahon.com • Telephone: 850.837.7454 • Fax: 850.654,2000

# INVOICE

DATE	INVOICE NO.
9/9/2011	14096

BILL TO

SETEX CONSTRUCTION CORPORATION

JIM SHELL

P. O. BOX 20678

BEAUMONT, TEXAS 77720-0678

PROJECT NUMBER ITEM FOR SERVICES RENDERED AMOUNT SEI FINAL PROGRESS BILLING FOR CONSTRUCTION MANAGEMENT 2,000.00 FOR THE WILLIE RAY SMITH MIDDLE SCHOOL GIRLS LOCKER ROOM LOCATED IN BEAUMONT, TEXAS. 226631 DATE JOB NO. COST CODE APP. BY PAYMENT DUE AT TIME OF SERVICES - INTEREST ACCRUES TOTAL AT 1.5% MONTHLY \$2,000.00

<u>PC</u> 000060 <u>Amount</u> 2,000.00 Site Paid Date <u>Serial</u> Routing <u>Account</u> Sequence # <u>C:</u> VIEWPOINTE 20110919 41955 8574618989 🖺 ORIGINAL CHECK HAS MICRO PRINTING IN THE SIGNATURE LINE AND RED CHECK NUMBERS IMAGE THROUGH TO THE BACK OF SHEET 🕏 SETEX CONSTRUCTION CORP.

GENERAL ACCOUNT
P.O. BOX 20678
BEAUMONT, TEXAS 77720-0678 041955 41955 409-842-8181 9/15/2011 THE SUM OF TWO THOUSAND DOLLARS AND NO CENTS PAY TO THE ORDER OF **ECM SETEX CONSTRUCTION CORP.** 4639 Gulf Starr Drive Destin, FL 32541 AUTHORIZED SIGNATURE TORRESTE

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# EXHIBIT 27

Page 1

NO. 2010-47604

US GENERAL CONTRACTORS, LLC (IN THE DISTRICT COURT OF

VS

(HARRIS COUNTY, TEXAS

HEALTHY RESOURCES ENTERPRISE, (
INC. DBA HRE, BEAUMONT (
INDEPENDENT SCHOOL DISTRICT, (
INTERNATIONAL DESIGN (
CONSULTING GROUP, INC. DBA (
ECM, INFINITY SURETY AGENCY, (
LLC, AND GEORGE D. BLACK (55TH JUDICIAL DISTRICT

********************************

ORAL AND TELEPHONIC DEPOSITION OF

JOHN ELAMAD

JULY 19, 2012

**********************

ORAL AND TELEPHONIC DEPOSITION OF JOHN ELAMAD,

produced as a witness at the instance of the Plaintiff, and duly sworn, was taken in the above-styled and numbered cause on the 19th day of July, 2012, from 2:10 p.m. to 3:51 p.m., before Vicki Clendenin, CSR in and for the State of Texas, reported by stenographic means, at the offices of Lennon C. Wright, Attorney at Law, 924 E. 25th Street, Houston, Texas, pursuant to the Texas Rules of Civil Procedure.

Page 2

# APPEARANCES

FOR THE PLAINTIFF, US GENERAL CONTRACTORS, LLC:

MR. LENNON C. WRIGHT Attorney at Law 924 E. 25th Street Houston, Texas 77009 (713)654-7878 (713)869-3223 (FAX)

lennon@lennoncwright.com

FOR THE DEFENDANT, INTERNATIONAL DESIGN CONSULTING

GROUP, INC. DBA ECM:

MS. ANN HOLLAND

(PRESENT VIA TELEPHONE)

Wells, Peyton, Greenberg & Hunt, LLP

550 Fannin, Suite 600

Beaumont, Texas 777701

(409)838-2644

(409)838-4713 (FAX)

aholland@wellspeyton.com

FOR THE DEFENDANT, HEALTHY RESOURCES ENTERPRISE, INC.

DBA HRE:

MR. JASON E. PAYNE

(PRESENT VIA TELEPHONE)

The Payne Firm, PC

1314 Texas Avenue, Suite 1700

Houston, Texas 77002

(713)222-0794 (FAX)

jpayne@thepaynefirm.com

FOR THE DEFENDANT, BEAUMONT INDEPENDENT SCHOOL DISTRICT:

MR. BRYAN A. DOMNING

MR. ERIC NORDSTROM

(PRESENT VIA TELEPHONE)

The Hudgins Law Firm, PC

24 Greenway Plaza, Suite 2000

Houston, Texas 77046

(713)623-2550

(713)623-2793 (FAX)

bdomning@hudgins-law.com

3 (Pages 3 to 6)

		T	3 (rages 3 to 0
	Page 2	3	Page 5
1	FOR THE DEFENDANT, INTERNATIONAL FIDELITY INSURANCE	1	JOHN ELAMAD,
	COMPANY:	2	having been first duly sworn, testified as follows:
2	MR. KEITH E. COULTER	3	EXAMINATION
1 3	(PRESENT VIA TELEPHONE) Coulter PC	4	BY MR. WRIGHT:
	3306 Sul Ross Street	5	Q Is it Elamad? Is that correct?
4	Houston, Texas 77098	6	A Elamad.
١.	(713)630-0017 (FAX)	1 7	Q Okay. Mr. Elamad, my name is Lennon Wright,
5 6	IN ATTENDANCE;	8	and together with Keith Peterson, we represent
1 "	MR. KEITH PETERSON	9	US General Contractors and Envirotech Services. Do you
7	MR. LLOYD BROUSSARD	10	understand that, sir?
١.	MS. DIANE HOLT	11	A Yes.
8		12	Q We're here today to take your deposition.
10		13	Have you ever had the opportunity to give a deposition
11		14	before?
12		15	A Yes.
13	•	16	Q Do you understand that the testimony that you
14		17	are giving today has the same force and effect just as
16		18	if we were in the courtroom and in front of the Judge
17		19	and the jury?
18		20	A Yes.
19		20	
21		1 -	Q Do you understand that your testimony today is
22		22	subject to the pains and penalties of perjury?
23		23	A. Correct.
24		24	Q If I ask you any questions that are confusing
25		25	or unclear, will you please tell me?
1			
	Page 4		Page 6
1		1	
1 2	INDEX	1 2	A I will.
2		2	A I will.  Q What is your date of birth?
	INDEX	2	A I will.  Q What is your date of birth?  A August 25, 1958.
3	PAGE Appearances2-3	2 3 4	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?
3 .4 .5	PAGE Appearances2-3  JOHN ELAMAD:	2 3 4 5	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?  A I was born in Kuwait.
2 3 4 5 6 7	PAGE  Appearances2-3  JOHN ELAMAD: Examination by Mr. Wright	2 3 4 5 6	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?
2 3 4 5 6 7 8	PAGE  Appearances2-3  JOHN ELAMAD: Examination by Mr. Wright	2 3 4 5 6 7	A I will.  Q What is your date of birth?  A August 25, 1958  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?  A In Kuwait City
2 3 4 5 6 7	PAGE  Appearances2-3  JOHN ELAMAD: Examination by Mr. Wright	2 3 4 5 6 7 8	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?  A In Kuwait City  Q And what year did you graduate?
2 3 4 5 6 7 8 9	PAGE  Appearances2-3  JOHN ELAMAD: Examination by Mr. Wright	2 3 4 5 6 7 8 9	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?  A In Kuwait City  Q And what year did you graduate?  A 1976.
2 3 4 5 6 7 8 9 10	PAGE  Appearances	2 3 4 5 6 7 8 9	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?  A In Kuwait City.  Q And what year did you graduate?  A 1976.  Q After you graduated from high school, did you
2 3 4 5 6 7 8 9	PAGE  Appearances	2 3 4 5 6 7 8 9 10	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?  A In Kuwait City  Q And what year did you graduate?  A 1976.  Q After you graduated from high school, did you continue with your education?
2 3 4 5 6 7 8 9 10 11 12 13	PAGE  Appearances	2 3 4 5 6 7 8 9 10 11 12	A I will.  Q What is your date of birth?  A August 25, 1958  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?  A In Kuwait City  Q And what year did you graduate?  A 1976.  Q After you graduated from high school, did you continue with your education?  A That's correct.
2 3 4 5 6 7 8 9 10	PAGE  Appearances	2 3 4 5 6 7 8 9 10 11 12 13	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?  A In Kuwait City  Q And what year did you graduate?  A 1976.  Q After you graduated from high school, did you continue with your education?  A That's correct.  Q Where?
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2 3 4 5 6 7 8 8 9 10 11 12 13 14 15 16 17 18 19 20 21	PAGE  Appearances	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A I will.  Q What is your date of birth?  A August 25, 1958.  Q Where were you born?  A I was born in Kuwait.  Q Where did you attend high school?  A In Kuwait City.  Q And what year did you graduate?  A 1976.  Q After you graduated from high school, did you continue with your education?  A That's correct.  Q Where?  A I came to the United States, at the University of Illinois.  Q Did you graduate from there?  A That's correct, with a bachelor's degree.  Q In arts or sciences?  A Bachelor's degree of sciences in civil: engineering.  Q What year did you graduate?  A December, 1980.  Q After your graduation from college, what did
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4 (Pages 7 to 10)

#### Page 7 Page 9 A There's several professional associations. University and obtained a master's degree in structural 1 2 engineering in August, 1983. 2 There are about maybe a dozen of them. I'll be happy to 3 Q Washington University in Washington, DC, or 3 give you their names. 4 Washington state? 4 The primary ones, the American Society of 5 A No. Washington University in St. Louis, 5 Civil Engineers, the International Building Code 6 Missouri. 6 Congress International, the American Concrete 7 Q And then after you got your master's, what did 7 Institution, the American Institution of Steel 8 8 you do? Construction, the Post-Tension Concrete Institute, 9 9 A I moved to Florida and began employment with a Reinforcing Steel Concrete Institute. I'm also a CM 10 one-man, small firm as an engineer, structural engineer. 10 member of the National Academy of Forensic Engineers and 11 Q And how long did you work there? 11 many other organizations similar to that. The Florida 12 12 A That was an interim position for three months, Engineering Society, I'm a vice-president of the local 13 and then secured employment with a larger firm in August 13 chapter, and Structural Engineer Association of America, 14 of 1980 -- let me see -- '85. 14 and certification by the Board of Structural Engineers. 15 15 Q Okay. What was the name of the larger firm? Q Is International Design, d/b/a ECM, still in 16 A Carr & Associates Engineers. C-a-r-r. 16 business today? 17 Q And what year did you leave them? 17 A Correct. 18 A In 1987. 18 What is the business address? 19 Q Where did you go then? 19 A 4639 Gulf, G-u-l-f, Starr, S-t-a-r-r, Drive, 20 A I was a partner with the firm Barton & 20 city of Destin, Florida, 32541. 21 Associates Engineers. 21 Q And what is the business telephone number? 22 Q And how long were you there? 22 A (850)837-7454. 23 23 A Until December of 1990. Q Does the business have a Web site? 24 Then where did you go? 24 A Yes, it does. 25 Then I stayed in the same business, the same 25 Q What is the address? Page 8 Page 10 office, but put my name on the door. I became 1 A ecm-engr.com. 2 self-employed, owned my own business, since January of 2 Q Now, when did you first apply to become a 3 1990. .3 licensed professional engineer in the state of Texas? 4 Q And what is the name of that business? 4 A Late August -- I mean late 2008. I'm sorry. 5 A Initially, it was John H. Elamad, PE, PA. 5 Late 2008. 6 6 Q And did it change? Q And what was your reason for applying in the 7 A It changed to International Design, doing 7 state of Texas to become a licensed professional 8 business as ECM. 8 engineer? 9 Q What year did that change take place? 9 A I wanted to become licensed in hopes of and if 10 A 1999/2000. Early 2000, late '99, if I 10 I got the contract as the program manager and maybe a 11 remember correctly. 11 consultant to the BISD that if it's required -- not 12 Q Are you a licensed professional engineer in 12 necessarily construction management, because that does 13 the state of Florida? 13 not require a license, but if there's any structural 14 A Yes. 14 design work to design elements or repair or 15 Q And you're licensed as of 2008 as a licensed 15 recommendations to repair structure damage from the 16 engineer in the State of Texas, correct? 16 hurricane, that I could practice in the state of Texas. 17 A That's -- 2009, I remember, I think, yes. 17 And I applied on an accelerated mode in 18 Q Okay. What other states are you a licensed 18 order to get the license because I know that BISD at 19 engineer in? that time was entertaining our proposal to help them 19 20 A States of Mississippi, Tennessee, Oklahoma, 20 with the Hurricane Ike damage. And in order not to 21 Georgia, Alabama, North Carolina. 21 waste four months before the board meets and approves 22 Q Are you a member of any professional 22 the license, we asked for a temporary license so it 23 organizations or associations? 23 would allow us to practice or do whatever remedial work 24 A Yes. 24 that's needed immediately. 25 Tell us about those. 25 Q Okay. What was your contact with the Beaumont

## 5 (Pages 11 to 14)

			5 (Pages 11 to 14
	Page 11		Page 13
1	Independent School District?	1	that, "I know of this individual who would be happy to
2	A Dr. Carroll Thomas.	2	come and do a walkthrough inspection and meet with you
3	Q Did you know Dr. Thomas before the hurricane?	3	and give you a preliminary opinion of the status of the
4	A No, sir.	4	school district from the" particularly the Smith
5	Q How did you become in contact with Dr. Thomas?	5	Middle School and the other apparent schools there
6	A I was introduced to Dr. Thomas through the	6	were three of them. One was Smith, then Martin Luther
7	public adjuster adjusting firm that the BISD retained to	7	King, and there's one called Guess Elementary School.
8	evaluate the extent of damage and assess the problems	8	These are the three primary targets that were apparent
9	associated with Hurricane Ike as a forensic engineer and	9	there was some significant, serious damage them to.
10	also make recommendations as to requirements for repairs	10	Q All right.
11	and reconstruction. And that firm is Scott, I believe	11	A I was invited to meet with Dr. Thomas and
12	M. as in Mary, Favre, PA, public adjuster.	12	inspect the structures and render an opinion.
13	Q Could you spell that again, please, sir?	13	Q When did you meet first meet with
14	A Scott Favre, F-a-v-r-e. Scott M. Favre, PA,	14	Dr. Thomas?
15	public adjuster.	15	A It was in the fall of 2008. Or yeah, 2008.
16	Q Where are they located?	16	Correct. It was several maybe a month or month and a
17	A They are located in Mississippi.	17	half after the storm event.
18	Q Had you done had you done business with	18	Q And where did you meet him?
19	them before?	19	A I flew into Houston and Scott picked me up and
20	A Yes. I have consulted with them as experts	.20	we drove to Beaumont, and I did not meet him at that
21	and did some engineering as well as inspector services	21	time because Scott wanted me to visit the two schools,
22	on cases that Scott Favre, the public adjuster, was	22	Martin Luther King primarily, and Smith. And I just had
23	involved in.	23	an initial walkthrough, and then Dr. Thomas met me at
24	Q And what was the name of the actual public	24	Martin Luther King in the lobby when he was available to
25	adjuster who was doing the work?	25	meet me and get an idea of what I was looking at.
	Page 12		Page 14
1	1 mm 111 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	A The public adjuster is Scott Favre.	1	O How much time did you spend inspecting the
2	1	1 2	Q How much time did you spend inspecting the schools?
			schools?
2	Q And did he suggest to you that the Beaumont Independent School District was looking for a	2	· • • -
2	Q And did he suggest to you that the Beaumont	2	schools?  A Well, the initial inspection, pretty much half a day walking through the apparent damages, and
2 3 4	Q And did he suggest to you that the Beaumont Independent School District was looking for a construction manager and an architect to design the	2 3 4	schools?  A Well, the initial inspection, pretty much half
2 3 4 5	Q And did he suggest to you that the Beaumont Independent School District was looking for a construction manager and an architect to design the repairs to the school?	2 3 4 5	schools?  A Well, the initial inspection, pretty much half a day walking through the apparent damages, and especially we started with King, because King did not
2 3 4 5 6	Q And did he suggest to you that the Beaumont Independent School District was looking for a construction manager and an architect to design the repairs to the school?  A No, sir.	2 3 4 5 6	schools?  A Well, the initial inspection, pretty much half a day walking through the apparent damages, and especially we started with King, because King did not have the extensive damage as did Smith. But walking
2 3 4 5 6 7	Q And did he suggest to you that the Beaumont Independent School District was looking for a construction manager and an architect to design the repairs to the school?  A No, sir.  Q How did you find out about that?	2 3 4 5 6 7	schools?  A Well, the initial inspection, pretty much half a day walking through the apparent damages, and especially we started with King, because King did not have the extensive damage as did Smith. But walking through the second floor and the portion of the roof
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So I would say we spent about four to six hours before I met with Dr. Thomas.

Q All right. At what point in time were you able to prepare a detailed estimate that described the dollar amount of the damage that was sustained at these two schools?

A I did not prepare the estimate. I have visited with Dr. Thomas on several occasions afterwards, especially in early January of 2009, because at that time, after the initial meeting, I pointed out some of the information that I felt was significant for him that he — and under the initial get-go, he thought maybe a hundred square foot area of the roof was damaged, therefore, that's a minor — no problem with it, so the school did well and, therefore, there was no big expense.

And once I went through with him my initial inspection findings and I told him, "This damage is significantly higher than the few hundred thousand you estimated," ended up eventually being close to \$6 million, then he asked me to take more time, revisit. And I told him being the end of the year and close to the Christmas holidays — that was when I came back again — that in January, I will start putting together a report and pictures and make a presentation.

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of the gross area, that if that threshold has exceed -been exceeded, then you would have to upgrade the
repairs to meet the applicable current code standards,
keeping in mind, the campus at Smith, for instance, was
initially built in the '20's and renovated in the '50's
and now we're talking about in 2008/2009. So they had
many code changes and upgrades that what worked then
would not work today.

And a prime example was we could not replace all the shattered and damaged windows with windows supplied 60 years ago. So we'll have to use the new higher designed more structurally strong and sound components.

These are the issues that I presented to the board, to Dr. Thomas, to Scott, and based on the existing dimension of the school, the openings and the components and looking at — and I believe he was using Xactimate insurance adjustment program to put a dollar value for labor and materials in any particular city to associate the labor costs, as well as the products, supplies, and materials and put together a budget. At that time, I think it was in excess of \$18 million.

Q Okay. Do you still have those reports that you prepared for the schools to the Beaumont Independent School District?

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Similarly, on Smith, because initially it was a low budget to repair a simple damage and I think the initial offer was, like, a million, a-million-two, and I told him I would not accept such a low offer to settle the case because I think the damage far exceeded that amount.

So in January, we started to prepare more of pictures and documenting the damage and discussing all that information, room by room, finishes by finishes of every single area of every campus, particularly Smith and King, and was working with Scott Favre to give him the findings of what needs to be repaired to the place and then presented a PowerPoint presentation to the school district, before the board as well as general public, a very detailed, an hour-plus worth of PowerPoint presentation, pictures and narrative, of what we saw wrong. And that's also been put together to give to the public adjuster, and that was sometime in I think early February, for him, based on the finishes of each room, to come up with a dollar value.

So I was not involved in associating the damage with a dollar, but associating the damage with the magnitude of structural repairs needed. And it gets a bit more complicated because the code requires that if you -- if any structure is damaged a certain percentage

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A I know for a fact I have the PowerPoint presentation with all the photos, and we have a lot of memos issued as we discovered more damage.

And keep in mind, some of the debris and some of the remedial work to clean up the site had already begun before we came on board. I think the district had retained HRE or -- to actually clean up, the removal of debris and the asbestos and other issues.

But what I have documentation-wise when I started this thing in January were the pictures as well as diagrams and memos issued to the school district and to Scott or to whoever was putting together the insurance claim. I have most of those documents, and I can make them available to you.

Q Okay. Where do you have those documents, sir?

A Most of my documents are already in the hands of the BISD, because everything I have has been turned over to them.

Q When did you turn everything over to them?

A As I issue a report to the district, I have copies in my files, but they have a big box — multiple boxes of all correspondence and photos and estimates and appraisals and documentation of damages and repair.

Q But you have copies of those, correct?

A Right now, I don't have anything because my

7 (Pages 19 to 22)

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	Page 1	9	Page 21
1	boxes and files are in the hands of the public adjuster	1	before I called you. So I do have a big 150 sheets
2	as he continues to file the claim against FEMA from	2	of electronic documents and on my screen.
3	flood damage.	3	(EXHIBIT NO. 1, HAVING BEEN PREVIOUSLY
4	There were two phases of the claim, being	4	MARKED, WAS INTRODUCED.)
5	one is wind and one is flood. And the wind, I	5	Q (BY MR. WRIGHT) Okay. Okay. Could you
6	understood, has been settled and, therefore, they are	6	access Plaintiff's Exhibit No. 1?
7	reviewing all my paperwork, similar to what BISD has.	1 7	A Okay.
8	And I believe when Ms. Chappell asked me for the	8	Q And this is the license you got from the
9	documents, she I confirmed that whatever I had, she	9	Texas the Texas Board to make you a licensed
10	has a copy of.	10	professional engineer in this state, correct, sir?
11	So I think, Ann, you may confirm that,	11	A Yes.
12	that you have everything I have in my file.	12	Q And the date of that is January 30, 2009,
13	But, currently, my boxes are in the hands	13	correct?
14	of the public adjuster.	14	A I'm looking. It's upside down. I'm trying to
15	Q Who's the same fellow that you just told us	15	rotate it.
16	about?	16	That's correct, yes.
17	A That is correct.	17	Q Now, before this particular project with the
18	Q All right. Was the you say the wind	18	Beaumont Independent School District, had you ever done
19	portion of the claim against the insurance companies was	19	any work in the state of Texas?
20	settled?	20	A No, sir.
21	A That is correct.	21	Q Now, the next item is another is more
22	O How much was it settled for?	22	correspondence from the Texas Board of Professional
23	A I am not privy to that information.	23	Engineers, correct, sir?
24	Q How much is the amount of the flood damage	24	A That's correct.
25	claim that is pending with FEMA?	25	Q And so once you're licensed by the Texas Board
		+	
_	Page 20		Page 22
1	A I am not privy to that information either.	1:	of Professional Engineers, you're, of course, subject to
.2	Q Is the same public adjuster handling that	2	all of their rules and regulations, right, sir?
3	claim?	3	A Correct.
4	A That is correct.	4	Q Are you still a licensed engineer in the state
5	Q Has a lawsuit been filed?	5	
6		1	of Texas?
	A I don't having dealt with the insurance,	6	A I am.
7	you file basically a work order or a worksheet or work	6 7	A I am.  Q The next item is a letter from on the
8	you file basically a work order or a worksheet or work product order, you know, just basically filing a claim	6 7 8	A I am.  Q The next item is a letter from on the  Beaumont Independent School District stationery, and it
8 9	you file basically a work order or a worksheet or work product order, you know, just basically filing a claim with FEMA requesting reimbursement or funds or what have	6 7 8 9	A I am.  Q The next item is a letter from on the  Beaumont Independent School District stationery, and it talks about your contract to act as project manager for
8 9 10	you file basically a work order or a worksheet or work product order, you know, just basically filing a claim with FEMA requesting reimbursement or funds or what have you. So work product order has already been filed,	6 7 8 9 10	A I am. Q The next item is a letter from on the Beaumont Independent School District stationery, and it talks about your contract to act as project manager for the Smith Middle School and the King Middle School,
8 9 10 11	you file basically a work order or a worksheet or work product order, you know, just basically filing a claim with FEMA requesting reimbursement or funds or what have you. So work product order has already been filed, multiples of them. I don't know if it's done in a	6 7 8 9 10	A I am.  Q The next item is a letter from on the  Beaumont Independent School District stationery, and it talks about your contract to act as project manager for the Smith Middle School and the King Middle School, correct?
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8 (Pages 23 to 26)

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	Page 2	3	Page 25
1	MR. DOMNING: Counsel, this is Bryan	1	who signed it for the Beaumont Independent School
2	· · · · · · · · · · · · · · · · · · ·	2	District said "remove." Do you see that?
3		3	A That's correct.
4	· · · · · · · · · · · · · · · · · · ·	4	Q So I take it those two paragraphs were not
5		5	removed. Is that accurate?
6	That was BISD1119, 1119.	6	A They were removed on this contract, but they
7	MR. DOMNING: Thanks very much.	7	were implemented on the final release. When we had
8	MR. WRIGHT: Sure.	8	concluded the job with HRE and part of their release in
9	Q (BY MR. WRIGHT) And then, Mr. Elamad, on	9	that language and I don't have a copy of it that
10	documents numbered 1120, 1121, and 1122, that's the	10	stipulates anybody affiliated with the district as far
11	contract that you entered with the Beaumont Independent	11	as my firm, myself, would be defended.
12	School District, correct, sir?	12	Q Who all has a copy of that final release?
13	A That's correct.	13	A I know BISD has a copy, because that's
14	Q And in this contract, basically, you're going	14	before we finalized the last retainage pay application,
15	to be acting as the Beaumont Independent School	15	the last money, that was issued between HRE and BISD.
16	District's eyes and ears to make sure the construction	16	That stipulation existed. In terms of naming me, my
17	is done correctly, correct, sir?	17	company, Dr. Thomas or an affiliation with any
18	A Correct.	18	individual affiliated with BISD, that language was
19	Q And it's required that you have an E&O policy	19	present there. And the only way I can tell you is if
20	for errors and omissions, 1 million for the engineering	20	I had my files, I would have produced a copy for you,
21	firm and 1 million for the architectural firm. Did you	21	because I know the district has it. And all my files
22	have such a policy?	22	were copied, and I'm sure Melody's office may have it,
23	A Yes. It wasn't required. I just informed	23	as well, but
24	them that I do have that policy.	24	Q All right. Is it standard in the industry for
25	Q And who's the insurance company that issued	25	the project manager to get 6 percent of the contract
	Page 24		Page 26
1	the policy?	1	cost?
2	A I cannot answer that without having to go back	2	A Oh, it ranges between 6 and 12 percent.
3	to 2009 and see what carrier was in force at that time.	3	Q Is that true in the state of Florida, also?
4	Q Has your carrier been placed on notice in this	4	A It varies from state to state. It's a minimum
5	case?	5	6, maximum 12. And 6 is a good number, especially with
6	A No.	6	the education type facilities and municipalities.
7	Q Why not?	7	Q Now, did you move to Beaumont so that you
8	A I don't know. Can't answer that.	8	could be on the premises while all this work is going
9	Q Who is paying for your defense at the present	9	on?
10	time in this case?	10	A No. I came to Beaumont three I was in
11	A The district.	11	Beaumont three days of every week, and I had a full-time
12	Q Yes. Do you know, sir?	12	employee in Beaumont managing the schools on a daily
13	A Oh, I said the district.	13	basis, on the project.
14	Q Oh, I'm sorry. I couldn't hear.	14	Q Who was that employee?
15	And why are they paying for your defense?	15	A Greg Davis.
16	Do you have any idea?	16	Q Spell the name, please, sir.
17	A Part of my agreement with the school district,	17	A Greg, Gregory, H., as in Henry, Davis,
18	if I or my firm is being brought into litigation for	18	D-a-v-i-s.
19	work that's done by contractors and subs or anybody else	19	Q What is his contact information?
20	affiliated with the project, that the district will	20	A I do not have any information on him at this
21	defend me and represent me.	21	time. He had left the firm after we finished the job
22	Q Okay. Go to page 1122. Do you see that?	22	about two years ago and he went to Dallas and I'm not
23	A Yes.	23	sure where he is right now. I have no contact
24	Q On the paragraphs where it talks about	24	information.
25	indemnity and hold harmless, it looks like the person	25	Q Was he from Beaumont, or where was he from

9 (Pages 27 to 30)

#### Page 27 Page 29 when he was working for you? 1 if it's in the attachment of what you sent me. 2 Q Okay. Would you please go to page number 1125 A He was here in Florida, and he moved and lived 2 3 in Beaumont permanently as we were doing the 3 and 1126? 4 construction and the repairs of this contract. 4 A 1125. 5 Q Do you know his middle name? 5 Q Purchase Order Change Request. Do you see 6 A Greg Herschel. Herschel. I believe Herschel 6 that? 7 Davis. 7 A 1125. Okay. I see 1125, Purchase Order 8 Q And what's his approximate age? 8 Change Request. 9 A Mid 40's. Mid to late 40's. 9 Q Yes. And do you see that in the amount of 10 Q Is he an engineer? 10 \$783,473? 11 A No. He is a contractor by trade. 11 A Correct. 12 Q What were his job duties while he was working 12 Q And that was a requested increase over your 13 for you? 13 original contract amount, correct? 14 A His job is to basically be on-site and 14 A No. 15 coordination with all the subs and keep an eye on the Q Well, under "Reason," it says, "Adding to 15 16 progress of the construction on a daily basis, of 16 contract amount, approval by board." Do you see that? 17 course, report to me if there's anything out of the 17 A I see that, but let me go back -- let me find 18 ordinary. 18 one of the pay apps at least that you have included 19 And when I come there -- again, the 19 here -- I think I saw one -- that shows the contract 20 project, when we first acquired the management of the 20 amount of the -- it's 18,790,682.31. That is the base 21 project, many areas were still concealed. And, of 21 contract, not including the million-dollar contingency. 22 course, we even allocated about a million dollars of 22 So they had two contracts. It's \$19 million something. 23 Q What's the million-dollar contingency? unforeseen damages that the contractor may have to 23 24 approach in terms of repair for contingency funds. And, 24 A That 800 is part of the million-dollar 25 luckily, I'm glad we did that, because there were some 25 contingency. Page 28 Page 30 damages that were not available to notice at the time of 1 1 Q In other words, you were paid an extra million 2 initial inspection because they were concealed by 2 dollars because the work was more extensive than 3 drywall and drop ceilings. 3 anticipated? 4 So his job is to manage the program and 4 A That's correct. We have approved the contract 5 on-site inspections and to make sure that all the --5 for a total amount of 19,700 or 200,000. I'm not sure 6 coordination of the subs and give me a report of 6 of the exact amount. And we were hoping to stay within progress of the job, because this was an accelerated 7 7 \$1 million less unless we run into undiscovered problems project. The contract at least was signed sometime with the structure that we need to have some funds February 19th, somewhere in that timeframe, and we had 9 reserved. But we got the approval for the total amount 10 only until August 19th to turn a 20-million-dollar 10 up to 19 million something. 11 project complete before school opened. 11 Q Okay. So these change orders that are on page 12 Q Did you have an office and a construction 12 1125 and -- do you see 1126? 13 trailer at Smith Middle School, or where was it located? 13 A Yes. 14 A Yeah. It was in the trailer -- HRE trailer. 14 Q And that's for a little over a million 15 We had an office in that trailer, and Greg Davis was in 15 dollars, correct, sir? 16 that office. But most of the time he was actually 16 A I'm going back to that page. I'm trying to 17 walking the property and inside and outside. 17 find the 1126. I don't see that. 18 Q All right, sir. Q It's another Purchase Order Change Request. 18 19 A But his desk was in the trailer with HRE. 19 It's an increase in the amount of \$283,150. 20 Q What was the date of the final release that 20 A I'm going to look up something quickly, if you 21 you discussed earlier? 21 don't mind just holding. 22 22 A Again, I'm not sure of the exact time, but I Q All right. 23 believe it was January of 2010. In 2010 sometime, 23 A And what I'm looking for is the true

January. And I would have to, again, refer to that

particular release of last funds. And I'm trying to see

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contingency fund.

accounting of the contract for Smith, including the

10 (Pages 31 to 34)

#### Page 31 Page 33 1 Q We can go on if you're having trouble finding A Is it like a spreadsheet? 2 something. 2 Q No. It's a letter that you wrote to Ms. Jane 3 A No. I'm almost there. 3 Kingsley on August the 5th. 4 Q Pardon? 4 A Okay. August 5, 2009? 5 A Yeah. I'm almost there. 5 Q Yes. That's it. The total contract amount for phase 1 is 6 6 Α Okay. 7 18,790,682 -- I'm sorry -- 18,790,682.31. And there's 7 All right. Did you find it? another \$433,864.64. The total contract we're working 8 8 A 019 is the page number. That's why I was not 9 for is maximum of \$19,224,546.95. 9 following you. 10 Q All right. And what documents are you looking 10 Q On mine it says 0139. But any --11 at that you got that information from? 11 On the bottom right-hand corner, it's blurry. 12 A This is pay -- I mean, I summarized the pay 12 I can't read it. But at the top of the page, it says 13 applications on the contract for Smith and contract for 13 14 King. 14 Q Okay. What was your purpose in writing this 15 Q So those are records that you have, correct, 15 letter? 16 sir? 16 A Okay. There were some concerns after June of . 17 A Yes. This is my own spreadsheets of 17 2009 when Envirotech was dismissed from the job and 18 transactions. 18 there were some clashes between HRE and Envirotech that 19 Q All right. Did the Beaumont Independent 19 the dispute among the contractor and the sub would 20 School District have a copy of that spreadsheet? 20 impact progress of the construction to meet the deadline 21 21 A Absolutely, they do. And, actually, it's and impact that schedule from opening the school on 22 generated by me with Lana Thompson, who is the -- Jane 22 23 Kingsley, at that time her CFO assistant, and now it's 23 And, obviously, I wrote a letter based on 24 Robert Zingelmann's assistant, who keeps track of all 24 a review of a pay application, and particularly to 25 the pay requests and who got paid what in terms of my 25 indicate that there is a letter -- a memo from Page 32 Page 34 firm and what HRE was paid, to keep track of the 1 1 HRE/Envirotech confirming their commitment to finishing 2 collections and the records of payment, 2 the work at Smith on time and on budget so there would 3 And so the contract for Smith is 3 be no more change orders and whatever dispute they have 4 19,224,546.95. That is what's the maximum amount that 4 about funds would not impact finishing the scheduled 5 was allocated towards Smith. 5 time of the project in August. 6 Q All right. Now, if you would take a look at 6 Q Okay. You said that Envirotech was dismissed 7 the documents that are marked 1111 and 1112, and there 7 from the job? 8 appears to be calculations of some type. Can you tell 8 A That's correct. 9 9 us what those are? Q What happened? 10 A You said 1111, 1112? 10 A HRE issued a memo to BISD indicating that 11 O Correct. 11 Envirotech, or US General, particularly the electrical 12 A Unfortunately, some of the bottom right-hand 12 contracting company, are no longer the electrical 13 says "BISD11" and most of them are blurry or whited out 13 contractor on this job and they will find someone else for some reason in the production electronically. So if 14 14 to finish the job. 15 you can tell me what the sheet looks like that I can 15 Q All right. You know Mr. Lloyd Broussard? 16 refer to. 16 A Yes, I do. 17 Q Okay. We'll come back to those. 17 Q All right. Did Mr. Broussard ever explain to 18 All right. Can you take a look at page 18 you that there were some concerns about Envirotech and 19 0139? 19 US General Contractors getting paid by HRE? 20 A Okay. 31, 32. Page 039, the second page 20 A That happened in June. At the June 21 of -- or Exhibit C? 21 application, there were some concerns about US General. 22 Q No. It's the last page in Exhibit No. 1. 22 Envirotech has submitted invoices and HRE has not made 23 A Oh, boy. 23 payment to those invoices. 24 Q If you go to Exhibit 2, you've gone too far. 24 Q And did Mr. Broussard indicate his concern to It's the page right before that. 25 you about that fact?

11 (Pages 35 to 38)

#### Page 35 Page 37 1 A Yes. them if you didn't know that Mr. Broussard was picking 2 Q And what was your response? 2 them up? 3 A My response -- and I don't recall exactly, but 3 A No. My memo says ECM has no objection to in general, I remember talking about the fact that he 4 HRE's request not to mail the future payments, but be 5 had submitted invoices and outstanding payments from HRE 5 picked up by an HRE representative. So they were being 6 to US General or Envirotech, and my -- always, my point 6 mailed; and I was saying if HRE wants to send someone to 7 was the fact that we, as ECM, are responsible to review 7 pick up the checks, I have no objection to it. 8 and approve the pay applications unless there's 8 Q All right. 9 modification to be done to it and recommend to the 9 A It's the other way around. 10 district to release the funds if it's approved or modify 10 Q Prior to August the 5th of 2009, how many 11 the amount of funds based on our changes or 11 times did Mr. Broussard tell you that HRE had not paid 12 modifications to it and to release funds to the 12 13 contractor because the contract has been with BISD and 13 A I do not know, but I know as of sometime in 14 14 June is when the issue of nonpayment came about. 15 Now, what HRE -- the responsibility to 15 O And you know that issue still existed in the 16 pay the subs and dispute among themselves, that is not 16 August, correct, sir? 17 the role that I am involved in resolving. And so they 17 A Yes. 18 continued working with -- for Lloyd and Eric Boutte to 18 MR. PAYNE: Objection, leading. 19 continue working together to resolve their differences. 19 Q (BY MR. WRIGHT) You understood that, sir? 20 And, of course, Dr. Thomas was involved, in which -- at 20 A Yes. 21 which time Mr. Boutte approached Dr. Thomas and Lloyd 21 So what steps did you take at that point in 22 Broussard approached Dr. Thomas and, basically, 22 time to protect the Beaumont Independent School District 23 Dr. Thomas said, "You guys need to work it out together, 23 so that they could make sure that they got releases of 24 work as a team. I assumed you were partners and assumed 24 liens from all the subcontractors involved on this job? 25 you were one of the same company, and now I understand 25 MS. HOLLAND: Objection, form. Page 36 Page 38 1 you're two separate and you have some dispute in terms 1 A The pay application was signed by HRE, in 2 of financial money that each claims to be owed in which 2 which he signed and notarized testifying that all 3 HRE's position is we paid it but no subcontractors were 3 previous funds that were released to him were paid to paid. Therefore, unless you satisfy payments to subs, I 4 4 vendors and materials, labor, and suppliers and that he 5 5 cannot pay you any more." had no outstanding liens and no outstanding claims 6 Envirotech's position said, "I paid the 6 against BISD. 7 7 subs. Therefore, I need to be paid." Q (BY MR. WRIGHT) But you knew, Mr. Elamad, that that statement was a -- was untrue, didn't you? 8 So it was under Dr. Thomas' guidance and 8 9 instructions to try and work to resolve the issues 9 A There was not a single claim that Envirotech 10 between Broussard and Boutte, and that never did really 10 nor US General filed against BISD in writing. 11 happen. 11 Q What do you mean? 12 MR. PAYNE: Objection, nonresponsiveness. 12 A I mean that there are other vendors or 13 Q (BY MR. WRIGHT) Where are those memos from 13 subcontractors who have contacted the school district. 14 HRE and Envirotech that you referred to in this August 14 directly and saying, "Look, we have not been paid." I 15 5, 2009 letter? 15 am aware of those. I addressed those, got those 16 A Again, I don't have my files with me, but I'm 16 resolved by virtue of making sure they got paid. But 17 sure they are in the boxes. 17 there was never a claim filed to the district by 18 Q The ones with the public adjuster? 18 US General nor Envirotech. 19 Α Yes. 19 Q Are you sure about that? 20 Q Now, before this time, Mr. Broussard was 20 A Well, nothing has come to my attention. 21 picking up the checks directly from Beaumont Independent 21 Q Okay. And if it had been, it should have come 22 School District, wasn't he? 22 to your attention, right, sir? 23 A I do not know that. 23 A That's correct. But I know for a fact those 24 Q And -- well, why do you write this letter 24 claims were made verbal and they were made very loud and

saying that it's okay to mail the checks directly to

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clear in the presence of both Lloyd and Eric Boutte and

12 (Pages 39 to 42)

<b></b>			12 (Pages 39 to 42)
	Page 3	9	Page 41
1	the presence of Dr. Thomas and myself.	1	that this bond was no good?
2	And it's always been Dr. Thomas'	2	A Towards the end of the project.
. 3	position, "Go resolve this issue. Do not disrupt my	3	Q Well, give me a month.
4	project." And he actually demanded mediation and	4	A Maybe 2010.
5	appointed someone to talk to both gentlemen in order to	5	Q So you were never approached by the officials
6	resolve this difference.	6	from the Texas State Department of Insurance who were
7	Q Well, as a result of that, did was	7	talking to the Beaumont Independent School District and
8	Mr. Broussard given a check by HRE?	8	others that this particular company had been issued a
9	A I do not know that for sure, but I know some	9	cease and desist order? And by that, I mean Infinity
10	partial payments were also made, but the amount and the	10	Surety!
11	circumstances because I did not attend any mediation.	11	A No, sir, I was never aware of any of that.
12	Q Do you know that Mr. Broussard is owed about	12	Q Did anyone how did you find out that
13	\$3 million?	13	Infinity Surety was a bogus operation?
14	A I found that out from reading the note that	14	MR. PAYNE: Objection, form.
15	you sent.	15	MR. NORDSTROM: And Nordstrom joins that
16	Q Now, if you'd been doing your job, there's no	16.	objection.
17	possible way that that should have happened, correct,	17	MS. HOLLAND: And Ann Holland.
18	sir?	18	MR. WRIGHT: We've got a chorus.
19	MS. HOLLAND: Objection, form.	19	Q (BY MR. WRIGHT) Okay, Mr. Elamad, when did
20	A That is not correct.	20	you find out that this was a bogus bond?
21	MR. PAYNE: Join in the objection.	21	MR. NORDSTROM: Form.
22	Q (BY MR. WRIGHT) And why is that not correct,	22	A I became aware of that when I was contacted, I
23	sir?	23	think when I was in Beaumont during a meeting with
24 25	A My job was done, it was done well, and	24	Dr. Thomas and his CFO or maybe Robert Zingelmann
23	performed exactly per my scope of work, is to make sure	25	there were some inquiries about the validity of the bond
	Page 40		Page 42
1	that the work is completed and completed correctly, and	1	and that was again, the project, I would say, was
2	based on the affidavit and notarized statement that the	2	80/85 percent complete. So that would have been, I
3	contractor who I have the obligation to make sure that	3	mean
4	BISD pays was done correctly.	4	Q (BY MR. WRIGHT) Give us the best estimate as
5	(EXHIBIT NO. 2, HAVING BEEN PREVIOUSLY	5	to what date
6	MARKED, WAS INTRODUCED.)	6	A I don't I can't recall the date. I don't
7	Q (BY MR. WRIGHT) Let's move on. Would you	7	have any document to look at.
8	turn now to Plaintiff's Exhibit No. 2, which is I	8	Q Could it have been as early as February or
9	think it's 0148. It's the AIA document A312. It's the	9	March of 2009?
10	payment bond.	10	A No.
11	A Yes.	11	Q What's the earliest that you think it could
12 13	Q You see that document? A I sure do.	12	have been?
14	Q All right. Now, after you got your contract	13	A As I said, when I became aware of it, it
15	with the Beaumont Independent School District, did you	14 15	was the project was almost 90 percent complete. So it would have to be in sometime late 2010.
16	ask to review the surety bond posted by the general	15 16	Q Okay. Okay. If you would, please go to 0121.
17	contractor?	17	It looks like an e-mail from Greg Davis to Lana
18	A No.	18	Thompson.
19	Q Why?	19	A Yes, sir.
	A Ms. Kingsley, the CFO, was in direct	20	Q Do you see that?
20			
20 21		21	A Yes.
	communication with the contractor and through the bonding company and got a copy of this bond that was	21 22	A Yes. O It says, "I have spoken with John Elamad
21	communication with the contractor and through the		Q It says, "I have spoken with John Elamad
21 22	communication with the contractor and through the bonding company and got a copy of this bond that was	22	

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13 (Pages 43 to 46)

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## Page 43

previously, was already involved with BISD in some sort 2 of a contractual agreement to remove debris and clear 3 the site and do some sort of a damage assessment and produce an estimate to Dr. Thomas for the extent of work

5 that needs to be done and dollar amount. 6

And there was a requirement back then that whoever does this amount of work produce what's called a bid bond, and I think this refers to the fact that we were working -- or HRE was working under the initial I think million or million-and-a-half bid bond, that when it turns into the actual construction contract for the 19 million plus, we would have to have another bond for the construction.

So that is replacement of the temporary, or let's say bid bond, better to say, for the initial work that HRE was doing from September through January -- September of 2008 until January, February, 2009 that had to be replaced with a true bond for the actual construction moving forward.

Q All right. Now, during the time that you were on the property, did you ever meet a Leslie Hudspeth, who was supposedly from Infinity?

23 A No, sir, never met her.

24 Q Other than the one meeting that you had with 25

Dr. Thomas where he talked to you about the problems

or whatever damage repairs in case of a natural disaster.

Q Did you ever discover that the contract that made HRE pre-approved actually expired in February of 2009?

A I had nothing to do with that, and I wasn't asked to even look at it.

As I told you, when we met with Dr. Thomas and the option was, "Dr. Thomas, we have

9 10 generated a scope of work and we've generated a budget 11 from the public adjusters, and it costs that much money. 12

Do we bid the project publicly? Do we do this?" 13 And he said, "HRE is the contractor.

Negotiate with them. Work the deal with them."

Q Now, were you involved in the investigation that the Texas Education Agency did with regard to this contract that was issued by the Beaumont Independent School District to HRE?

19 A No, sir, I'm not involved in that.

Did you hear about it?

21 A I heard about it, but I wasn't involved with 22

it.

23 Q Do you know if that's been concluded?

A I have no knowledge.

Q Would you characterize the construction work

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with this bond, are you aware of any other discussions that were had by the Beaumont Independent School

3 District about this bond?

A Again, in meetings at Dr. Thomas' office when we're given reports of progress of construction, the issue of bond and what was happening and who's doing what, I mean, there were discussions, but it wasn't specific to me.

(EXHIBIT NO. 3, HAVING BEEN PREVIOUSLY MARKED, WAS INTRODUCED.)

Q (BY MR. WRIGHT) All right. Now, then, if you'll go to Plaintiff's Exhibit No. 3, which is -starts off with page 1160.

A Okay. I'm there.

Q Now, did you become familiar with the Harris County Department of Education at any time?

A No, sir. I became familiar after the fact. I mean, when -- later on after the project completed and through reading those documents.

Q All right. Did you even know who the Harris County Department of Education was while the project was -- project at the schools was going on?

A All I know is they -- HRE was pre-qualified by the Department of Education for emergency repairs and to be able to -- as a pre-qualified bidder to do structural

done at Smith Middle School as minor?

A No.

Q How would you classify it?

A It was a major construction, simply because there were multiple phases of construction. I mean, there are structural components, there are life safety issues, there are code upgrades, there are fire safety issues and, of course, structural elements that when -a danger could happen should there be any problem not being fixed correctly.

So this is a massive project, and truly we discussed the scope and discussed the magnitude of work to be done. You could have built a brand-new school, actually, for the amount paid to repair it; but that's not my decision.

However, all my understanding is this project has to be restored to meet applicable code and current code standards, and for the value of it -- it exceeds 50 percent of the area of damage -- of the campus. In other words, because the extent of damage encompassed more than 50 percent of the gross area, it had to meet the more stringent currently enforced codes. If it would have been a minor, it would not have required the upgrades and the removal and replacement. It could have required possibly patching or simple

14 (Pages 47 to 50)

#### Page 47 Page 49 1 repair. Q And then the next one we have is May -- you 2 Q Okay. Are you familiar with the term 2 signed off on May 29th, 2009, and that amount was 3 "job order contracting"? 3 \$3,465,958.50, correct? 4 A I mean, different states do different labels 4 A Correct. 5 for that; but job order contract, to me, is a purchase Q Now, when were you first notified by 5 6 order to perform work on the job. 6 Mr. Broussard that US General and Envirotech were not 7 Q Okay. Have you ever looked up the definition 7 being paid? 8 pursuant to the Texas Education Code, what it means 8 A I can't tell you the exact time, but I know 9 here? 9 it's sometime, as I said, in June. 10 A No, and I have no reason really to look into 10 Q All right. So the next one we come to that 11 that. 11 you signed, which is page number 0075, is dated June 24, 12 (EXHIBIT NO. 4, HAVING BEEN PREVIOUSLY 12 '09. Is that correct, sir? 13 MARKED, WAS INTRODUCED.) 13 A Yes. 14 Q (BY MR. WRIGHT) All right, sir. All right. 14 Q And the amount certified that you signed off 15 If you'll please go to Exhibit No. 4. And those are the 15 on is 2,878,009.74, correct? 16 Contractor's Applications for Payment that we've talked 16 A Correct. 17 about year. Q And was it before that date when you knew that 17 18 A Yes. 18 Mr. Broussard's companies were not being paid? 19 Q All right. The first one, which is number 19 A I believe so. 20 0090, you see that? And it's dated -- you signed it on 20 MS. HOLLAND: Object, form. 21 February 28th of 2009? 21 MR. PAYNE: Form. 22 A That's correct. 22 Q (BY MR. WRIGHT) Well, you knew by that time 23 Q And in that statement, Mr. Boutte indicated 23 that Mr. Broussard's companies, US General and 24 that all work covered by this application for payment 24 Envirotech, had not been paid, correct, sir? 25 has been completed in accordance with the contract 25 MR. PAYNE: Form. Page 48 Page 50 1 documents and that all amounts had been paid by the 1 MS. HOLLAND: Form. 2 contractor for work for which previous Certificates of 2 A As I indicated ---3 Payment were issued, correct? 3 MS. HOLLAND: Go ahead. You can go ahead 4 4 and answer. 5 5 Q And that -- and then you go -- you signed off A As I indicated, I was aware of the fact there 6 on this statement: In accordance with the contract 6 were rumors and there were accusations that money was 7 documents, based on on-site observations and the data 7 not being dispersed to US General by HRE. comprising the application, the architect certifies to 8 Q (BY MR. WRIGHT) Well, and to confirm those, 9 the owner that to the best of his -- of the architect's 9 all you had to do was pick up the phone and call 10 knowledge, information, and belief, the work has 10 Mr. Broussard, correct, sir? 11 progressed as indicated, the quality of work is in 11 MS. HOLLAND: Objection, form. 12 accordance with the contract documents, and the 12 MR. PAYNE: Objection, form. 13 contractor is entitled to the -- entitled to payment of 13 A I do not have --14 the amount certified, correct? 14 MR. NORDSTROM: Form. 15 A Yes. 15 Q (BY MR. WRIGHT) Go ahead, Mr. Elamad. 16 Q And you signed off on that one, and the amount 16 A Mr. Broussard and Mr. Boutte and Dr. Thomas 17 certified at that time was \$2,641,261.65, right, sir? 17 were talking in the office and they were accusing one 18 A Correct. 18 another of the same problem. So, yes, but it's his 19 Q Now, the next one is page 0086, and you signed 19 say-so. And Mr. Boutte says, "I paid you, but you did 20 off on that one on April 2nd, 2009, correct, sir? not pay your subs. And prove to me that you paid your 20 21 A Yes. 21 subs. Give me canceled checks." And this scenario went 22 on and on and on that they were disputing each other. Q The next one we have that you signed, which is 22 23 on page number 0081, you signed that on May 4th, 2009, 23 Q Knowing this dispute was ongoing, why did you 24 and that was in the amount of \$1,385,240.32, right, sir? sign off on this document that's number -- on page 24 25 A Yes. number 00075 dated June 24, 2009?

15 (Pages 51 to 54)

```
Page 51
                                                                                                                            Page 53
   1.
           A My job is to review the pay application for
                                                                      1
                                                                              A As a matter of fact, Dr. Thomas imposed upon
   2
        quality and quantity of the work completed; and I signed
                                                                      2
                                                                           me, something I did not accept, for me to actually act
   3
        it approving it and I recommended to the district that,
                                                                      3
                                                                           as a mediator between Broussard and Boutte.
        based on my signature, you can send the money. I cannot
                                                                      4
                                                                                    And I said, "Look, Dr. Thomas, I'm not
   5
        tell what the district would do with the funds. It's
                                                                     5
                                                                           involved in this fight. Nonetheless, if you want me to
   6
       their privilege to send or not send the money. But
                                                                     6
                                                                          review any records, make it available to me. I'll be
   7
       based on the notarized affidavit from the general
                                                                     7
                                                                          happy to do that."
   8
       contractor, who we have a contract with, not
                                                                     8
                                                                                    And I went to Mr. Broussard's office, and
       Mr. Broussard, not Envirotech, not US General, not any
  9
                                                                     9
                                                                          in a conference room he gave me boxes of documents that
 10
       of the subcontractors, that according to HRE, they have
                                                                    10
                                                                          it shows an invoice from some contractors and vendors
 11
       satisfied the contractual obligation with BISD and the
                                                                    11
                                                                          and it's stamped "paid," but I could not find one
 12
       work was accepted and completed percentage-wise
                                                                    12
                                                                          check -- canceled check to verify that subcontractor or
 13
       complete, I signed the application.
                                                                    13
                                                                          that vendor under Envirotech was actually paid.
 14
          Q But you knew at that time that Mr. Boutte was
                                                                    14
                                                                                    So only what I saw does not justify
 15
       not telling the truth when he signed off on that
                                                                    15
                                                                          anything, because there was no substantiated document to
 16
       affidavit, didn't you?
                                                                   16
                                                                          tell me, "Yes, I paid the subcontractor. Here's a
 17
               MS. HOLLAND: Objection, form.
                                                                   17
                                                                          canceled check for a dollar." And we have constantly
 18
               MR. PAYNE: Objection, form.
                                                                   18
                                                                          requested it.
 19
          A No, I did not know that.
                                                                   19
                                                                                   And I told Dr. Thomas, "I will not act as
 20
          Q (BY MR. WRIGHT) You knew that Mr. Broussard's
                                                                   20
                                                                          a mediator, nor will I be put in a position to be an
 21
                                                                   21
       companies had not been paid, correct, sir?
                                                                          accountant. I am not."
 22
         A I did not know that either.
                                                                   22
                                                                                   But if you tell me an individual paid
 23
                                                                   23
          Q Well, you heard that, didn't you?
                                                                          somebody what they owe them, provide me with a canceled
 24
                                                                   24
         A There are --
                                                                          check or testimony from the subcontractor they've been
 25
                                                                   25
               MS. HOLLAND: Objection, form.
                                                                         paid. And there were so many pointing fingers. That
                                                        Page 52
                                                                                                                           Page 54
 1
         Q (BY MR. WRIGHT) You heard that, though,
                                                                    1
                                                                          was not part nor scope of my work.
 2
      didn't you, sir?
                                                                    2
                                                                            Q So when was it that you went to Envirotech's
 3
               MR. PAYNE: Form.
                                                                    3
                                                                         lawyer's office to inspect the documents?
 4
               MR. NORDSTROM: Might I suggest that we
                                                                    4
                                                                            A August, September. I don't know. I don't
 5
      have an agreement that one objection is good for all?
                                                                    5
                                                                         recall the date. I mean, shortly after it happened.
               MR. WRIGHT: That will work.
 6
                                                                    6
                                                                            Q Of 2009?
 7
                                                                    7
               MS. HOLLAND: That's fine.
                                                                                Correct.
                                                                            Α
 8
         Q (BY MR. WRIGHT) Okay. Mr. Elamad, you knew
                                                                    8
                                                                            Q Did you ever see any demand letters or notice
 9
      because of information that you had received from Lloyd
                                                                    9
                                                                         letters from any one of Envirotech or US General's
10
      Broussard himself that he had not been paid in June by
                                                                   10
                                                                         subcontractors claiming that they had not been paid?
11
      HRE, correct, sir?
                                                                   11
                                                                            A I have seen maybe one or two. I believe two,
12
         A That is not correct.
                                                                   12
                                                                         yes.
13
               MR. PAYNE: Objection, form.
                                                                  13
                                                                            Q So why were the canceled checks important to
14
         Q (BY MR. WRIGHT) What is incorrect about that
                                                                  14
                                                                         you if you had only seen two demand letters from two of
15
      statement?
                                                                  15
                                                                         the subcontractors?
16
         A I had not received any documents from
                                                                  .16
                                                                                  MS. HOLLAND: Objection, form.
17
      Mr. Broussard saying he has not been paid. I only heard
                                                                  17
                                                                            A Request from, let's say -- I forgot who -- the
18
      statements of saying, "I have not been paid." And there
                                                                  18
                                                                         contractor who was working on the gym issued a letter to
19
      was also a lot of hearing, a lot of discussion on
                                                                  19
                                                                         Jane Kingsley saying that, "I have pulled away from the
20
      campus, there was a lot of big disputes among subs. And
                                                                  20
                                                                         job and I wanted to get paid before I get back," and,
21
      so if I hear about anything, it doesn't mean it's
                                                                  21
                                                                         therefore, I became involved. And I told Mr. Boutte for
      factual. I knew of some dispute for a fact, but I do
22
                                                                  22
                                                                         now that we have an official complaint in writing to the
23
      not know the specifics of it.
                                                                  23
                                                                         district that I have not been paid, you will not receive
24
         Q Did you do anything to investigate the dispute
                                                                  24
                                                                         funds for the outstanding pay applications until the
```

to find out or get to the bottom of the matter?

25

subcontractor has been paid.

16 (Pages 55 to 58)

#### Page 55 Page 57 I would get a call from Dr. Thomas that, "Mr. Broussard And I believe HRE paid that contractor: 2 yet, he still showed concern that -- "I got paid. I'm 2 came to see me this morning and he's still not happy 3 back on the job. However, I'm skeptical I'm going to 3 with the way that -- HRE's responses," and vice versa. 4 run into this problem again." 4 And so it's the same continuation of the same 5 5 And my role was to make sure that his discussion. 6 work is completed, that his work is accepted, therefore, 6 And they had been terminated then. By 7 he ought to be paid. 7 then, they were no longer the electrical contractors on 8 Q (BY MR. WRIGHT) Okay. 8 the job site; and we were focusing on finishing the 9 9 · A And that document was in the files that was construction work with a new -- Walker Electric, I 10 sent to the CFO, then she asked us as ECM to look into 10 believe, who took over the job. 11 it. 11 And it was pretty much left -- and out of 12 Q Let's go to the next document, which is 0074. 12 that, before I went to Broussard's office to look at the 13 You signed off on it on June 24th of 2009. This was in 13 file, or after, I don't recall the date, but it was 14 the amount of 148,500, correct? 14 instructed by Dr. Thomas in my presence for the two of 15 A That's right. 15 them to mediate and settle the dispute between them. 16 Q And let's take a look at the next one, which 16 Q Why didn't you make sure that they, in fact, 17 is page 0070. And you signed off on it on July 31, 17 got their dispute resolved before you signed off on this 2009, and then interestingly, Dr. Carroll Thomas signed 18 Certificate of Payment on July the 21st -- 31st of 2009? 19 off on it on August the 6th of 2009. Do you see that, 19 A The July 31st, 2009 -- again, I had the 20 sir? general contractor ensuring me that everything is taken 20 21 21 A Yes, I do. care of and whatever dispute he has with anybody else, 22 that's his problem and it's not the district's problem, Q What was the purpose in Carroll Thomas signing 22 23 off on this document? 23 and the work that's been completed has been reviewed and 24 A Most of the times when I do -- when I'm 24 accepted by me. 25 spending two, three days every week there, we do the --25 Q All right. Now, instead of going through each Page 56 Page 58 1 inspect the property and look at the percent work 1 of the Certificates of Payment -- let's go ahead and do 2 completion, materials stored and labor and so on, I'm 2 3 doing it without Dr. Thomas involved because I'm in the 3 You see page 111, you signed off on 4 field and Greg and I are taking care of this matter. 4 October the 1st of 2009? 5 This particular couple of pay applications, I believe, 5 A Yes. 6 after we finished the inspection, I was in Dr. Thomas' 6 Q And you signed off, and that was in the amount 7 office with the pay application in my hand, and I said, 7 of \$554,559.16? "Dr. Thomas, we just finished the inspection. We 8 A Yes. approved the pay application," and I signed it in front 9 Q And the next document shows an amount of 10 of them and I believe either Robert Zingelmann or 10 \$56,114.43 that you also signed off on October 1, 2009? 11 Ms. Kingsley -- sometimes they'd just say, "Dr. Thomas, 11 12 would you please sign it?" 12 Q And the next one shows \$70,353.97 that you 13 If I happened to be at the same place 13 also signed off on October 1, 2009? 14 with Dr. Thomas or other CFO or project manager, 14 A Yes. 15. Dr. Thomas will sign on it. 15 Q And then the next one is November the 2nd of 16 Q Okay. Now, the next document, which is page 16 2009, and that's in the amount of \$12,727.97? 17 0066, you signed off on this one on July the 21st of 17 A Yes. 18 2009, correct, sir? 18 Q And then the next one is also November the 2nd 19 A That's correct. 19 of 2009, and that's in the amount of \$1,183,946.83? 20 Q And that's in the amount of \$2,553,967.64? 20 21 A That's right. 21 Q Then the next one is January the 6th of 2010, 22 Q What inquiry had you made by this time to find 22 and that's in the amount of \$2,105,656.83? 23 out whether or not US General or Envirotech had been 23 A That's correct. 24 paid? 24 Q And then the last one I have is January the 25 A Again, the same discussions had taken place. 25 6th of 2010, and that's in the amount of \$43,386.46. Is

17 (Pages 59 to 62)

	17 (Pages 59 to 62)			
	Page 59		Page 61	
1	that correct?	1	with Mr. Broussard when he was telling you that HRE was	
2	A That is correct,	2	not paying him?	
3	Q So if my addition is correct, you signed off	3	A He had never disclosed a single invoice to me,	
4	on \$4,026,745.65 in payments to HRE on or after October	4	but he always says, "He owes me money," but not the	
5	1, 2009. Does that sound about right to you?	5	exact amount, nor in a submittal of an invoice to me or	
6	A I'll take your word for it.	6	Dr. Thomas.	
7	Q Okay. And you knew that the Beaumont	7	Q You never had a meeting with Mr. Broussard in	
8	Independent School District had received notice from	8	July where he gave you invoices and went over invoices	
9	US General's and Envirotech's lawyer that HRE was in	9	with you showing you what he has not been paid?	
10	default and had not made its payments under the	10	A To be honest with you, I do not recall that.	
11	contracts? You knew that, too, didn't you?	11	(EXHIBIT NO. 6, HAVING BEEN PREVIOUSLY	
12	MS. HOLLAND: Objection, form.	12	MARKED, WAS INTRODUCED.)	
13	You can go ahead and answer.	13	Q (BY MR. WRIGHT) If you would, please go to	
14	A Yeah, I knew it, but from hearing it, not	14	Exhibit No. 6.	
15	seeing it.	15	A Okay.	
16	Q (BY MR. WRIGHT) But you knew by hearing it?	16	Q And you see that that was a complaint by -	
17	A That's correct.	17	actually, it was Beaumont Independent School District	
18	Q All right, sir. And, nevertheless, you signed	18	contacting Infinity Insurance Agency. Do you see that?	
19	all these certificates?	19	A Yes.	
20	A Yes.	20	Q Did you learn anything about that in August of	
21	MR. WRIGHT: Why don't we take about a	21	2009, that they were concerned about the bond?	
22	ten-minute break. I'm about done. Is that okay with	22	A The letter from Wells Peyton?	
23	everybody?	23	Q It's the letter from Mr. Heiskell, page number	
24	MR. PAYNE: Fine.	24	0015, and it's got Plaintiff's 6	
25	MR. NORDSTROM: Good with me.	25	A Yes.	
	Page 60		Page 62	
1	MR. WRIGHT: It is 3:26. So we'll start	1	Q Okay. You see that?	
2	back up at 3:36. Is that good with everybody?	2	A Yeah. Correct.	
· 3	MR. PAYNE: That's fine.	3	Q Okay. Now, by that point in time, were you	
4	(RECESS FROM 3:26 P.M. TO 3:36 P.M.)	4	aware that there were some concerns with the Infinity	
5	Q (BY MR. WRIGHT) Mr. Elamad, is it fair to say	5	Insurance Agency bond that supposedly covered HRE?	
6	that the Beaumont Independent School District was	6	A I had not seen that letter, but	
7	relying on your signature on the Application and	7	MR. PAYNE: Form.	
8	Certifications for Payment when it issued the checks to	8	A Again, I have not seen this letter. I just	
9	HRE?	9	read it. And, obviously, it had something to do with	
10	MS. HOLLAND: Objection, form.	10	the bond.	
11	A Yes, BISD was relying on my signature that the	11	Q (BY MR. WRIGHT) And notice at the very top of	
12	quality and quantity of work and percent were complete	12	the letter, it says, "Healthy Resources Enterprises,	
13	and the amount of draw requested matches percent of work	13	Inc., failure to make payments to subcontractors." You	
14	completed.	14	see that, sir?	
15	(EXHIBIT NO. 5, HAVING BEEN PREVIOUSLY	15	A Yes.	
16	MARKED, WAS INTRODUCED.)	16	Q Were you aware that that was an issue by	
17	Q (BY MR. WRIGHT) All right, sir. If you	17	August the 25th of 2009?	
18	would, please go to Exhibit No. 5.	18	A As I indicated previously, I knew of that	
19	A Yes.	19	being an issue sometime in June of 2009.	
20	Q And these are all billings from Envirotech	20	Q Okay. So it was an ongoing issue, right, sir?	
21	Services. Do you see that, sir?	21	MR. PAYNE: Objection, form.	
22	A Yes.	22	Q (BY MR. WRIGHT) You can answer.	
23	Q Have you seen these documents before?	23	A Yes. Correct.	
24 25	A No.  Q Did you ever see these documents in a meeting	24 25	Q All right, sir. If you'll go to the next page, which is page 0522.	

18 (Pages 63 to 66)

			16 (1 ages 05 to 00)
	Page 6	3	Page 65
1	A I'd like to make a statement here, going back	1	A Yes.
2		2	Q What did you do to try and resolve that claim?
3		3	A Again, I would say the same thing as
4	filed against the bond company. It wasn't something	4	previously stated.
5	indicating that the bond is null and void or no good or	5	Q And were they, in fact, paid then?
6	defunct.	6	A I would say yes.
7	Q All right.	7	Q The next one is from Automated Logic. Do you
8	A You indicated this letter indicates the bond	8	see that, sir?
9	was no good. This was just a claim against the bond for	9	A Yes.
10	payment.	10	Q And were you aware of that issue?
11	Q All right. If you would, go to the next page,	11	A I know I'm aware of it. It's just I don't
12	sir.	12	•
13	A Yes.	- 1	know who gave it to us. Again, if it came from the
14		13	subcontractor to the district, the district mentioned it
15	Q 522. Do you see that?	14	to me or gave it to me. If it's I know a lot of
	A Yes.	15	things, but not necessarily came from the direction of
16	Q Okay. And this was a claim by Jelco Gyms	16	the district. So I'm aware of Automated Logic, which is
17	stating that they had not been paid by HRE. Do you see	17	the controls for the electronics and so on. And I'm
18	that?	18	aware they were questioning payment and contractual, and
19	A Yes.	19	I think they were satisfied.
20	Q Were you aware of that particular issue?	20	Q Again because of your efforts?
21	A That was I was referring to this one, the	21	A Yes.
22	gym contractor.	22	Q Now, the next one comes from Dealers
23	Q Did you do anything to try and get that issue	23	Electrical Supply. Do you see that?
24	resolved?	24	A Yes.
25	A Again, this is the issue where they notified	25	Q And, ultimately, were you successful in
	Page 64		Page 66
1	Jane Kingsley and Jane Kingsley asked Greg Davis to look	1	getting that claim resolved, as well?
2	into that. And we contacted HRE and said if this is	2	A I did every account to whatever was turned in
3	outstanding money to them, they filed against you	3	to the district that I had made sure that HRE — even
4	know, to notify the district that we need to make sure	4	though the invoices were addressed to Envirotech, HRE
5	that they're paid before the next pay application.	5	went ahead and paid it.
6	Q Okay. Do you know if they were paid?	6	Q Okay. And then this one from Automated Logic,
7	A That's mixing two different projects. That's	7	do you see that?
8	why I said anything that has to do with any other school	8	A Yes,
9	district is not part of BISD's claim.	1	
10	Q Now, if you would, please, sir, go to the next	10	Q Were they paid, ultimately?  A I believe so.
11	page, which is 523. Do you see that?	11	i
12	A Yes.	1	(EXHIBIT NO. 7, HAVING BEEN PREVIOUSLY
13	Q And that's a claim from Heat Transfer	12 ⁻ 13	MARKED, WAS INTRODUCED.)
14		ł	Q (BY MR. WRIGHT) And then if you would, just
	Solutions and it's about their unpaid account for work	14	move directly to Plaintiff's Exhibit No. 7, which is a
15	done at Smith Middle School?	15	letter from HRE. Do you see that, sir?
16	A Yes.	16	A Yes.
17	Q Were you aware of that particular claim?	17	Q Have you ever seen that letter before?
18	A Yes, I am.	18	A I was cc'd, if I remember this letter.
19	Q What did you do to try to resolve that claim?	19	Correct.
20	A Similarly like we did with the gym contract:	20	Q And did you take any action in response to
21	Basically, HRE to look into that and satisfy that.	21	this letter?
22	Q To your knowledge, were they paid?	22	A Again, as I stated, HRE is the individual
23	A Yes.	23	company that Beaumont is obligated to transact with, and
24	Q The next one comes from Western States Fire	24	they were paid per the draw application and the work
.15	Protection. Do you see that?	25	completed, and whatever dispute with other
25			The state of the s

19 (Pages 67 to 70)

#### Page 69 Page 67 subcontractors, their responsibility is to deal with and in their refuge -- wildlife refuge in Anahuac, Texas. 2 handle and not the issue of the claims with US General, 2 And the Fish and Wildlife Division of the Federal Envirotech and upon the company. This letter is 3 Government were questioning the finishes and quality of self-explanatory, in which it says, "We are trying to the work that was done by HRE and had put a stop work work and resolve this issue and we're demanding some order on the contract. And HRE, through their attorney, 6 clarification and information from subcontractors who 6 retained my services to do a finite element analysis and 7 claim we owe money to." 7 investigation of this building, design and construction, 8 8 And, therefore, to clarify HRE's position and I was to present them with that opinion of my 9 to both myself, as far as ECM, and Dr. Thomas, he had to 9 findings and recommendations. 10 issue a letter like that and directed to also the Q How much did you charge for your work in that 10 11 Infinity Surety, because if there's any claims from 11 case? 12 subcontractors for nonpayment, although HRE claims they 12 A My fee was \$22,500; and I've only been paid 13 paid it to Envirotech, then the records should show. 13 about 10,000. 14 Q All right, sir. Did HRE give you any 14 Q All right, sir. Other than HRE, have you ever 15 additional consideration for signing off on the 15 done any business with Eric Boutte before? 16 Applications For Payment? 16 A Only HRE. I did an inspection of a building 17 A I don't understand what you mean by that. 17 transition that HRE was the contractor on behalf of an 18 Q Well, did they give you any extra cash for 18 individual entity that was buying the building. Before 19 19 signing off on the Applications For Payment? they buy it, they wanted a structural opinion and a 20 MS. HOLLAND: Objection, form. 20 mechanical opinion on the components of the building. 21 A Absolutely not, and I do not work this way. 21 Before they closed on the building, on behalf of the 22 Q (BY MR. WRIGHT) So what's the answer to my 22 bank, we did the inspection jointly with HRE. Nothing 23 question? 23 individually with Eric. 24 A I said: Absolutely no. 24 Q Okay. Have you ever done any work on military 25 25 Q Are you involved in any other litigation other bases? Page 68 Page 70 1 than this case? 1 A In Florida, I did. 2 A I'm sorry? 2 Q What base was it? 3 A I did some work on Eglin Air Force Base, Q Are you involved in any other litigation other 3 .4 than this case? 4 Tyndall Air Force Base, and Hurlburt Air Force Base. 5 A I am involved as an expert witness and as far 5 Q What kind of work was it, generally? 6 as the contracting opinions, yes. 6 Consulting engineering, design services. 7 Q Where is that case pending? 7 Q To your knowledge, was --8 A That case is pending in Oskaloosa County. 8 A It was for --9 O Is that in Florida? Q Pardon? 9 10 10 A I'm sorry. My involvement is I'm hired by the 11 Q. Have you ever been involved in any other 11 Federal Government to design a building for the 12 litigation in Texas? 12 contractors to build, as a design engineer. 13 A No, sir. 13 Q All right, sir. Now, to your knowledge, on 14 Q Have you understood all my questions? 14 all of the Applications or Certifications for Payment, 15 I sure did. 15 was HRE, in fact, paid all of those amounts? 16 16 Q Just one second. A Yes, sir. 17 Have you ever worked on any other jobs 17 MR. WRIGHT: Thank you. I'll pass the 18 with HRE? 18 witness. 19 A I represented HRE as an expert on a project in 19 MS. HOLLAND: We'll reserve our questions 20 Anahuac, Texas. 20 until the time of trial. 21 Q When was that? 21 MR. NORDSTROM: We'll reserve ours, as 22 A Last year. 22 well. 23 Q How did you represent them exactly? 23 MR. PAYNE: On behalf of HRE, we'll 24 A It was for, I believe, Fish and Wildlife 24 reserve, as well. Division, that they were building an observation tower 25 MR. COULTER: For International Fidelity,

20 (Pages 71 to 74)

Г	Page 71	Τ	Page 73
	we'll reserve our questions.	1	I, JOHN ELAMAD, have read the foregoing
2	MR. WRIGHT: Is that everybody?	2	
3	MS. HOLLAND: I think so.	3	true and correct, except as noted above.
4	Eric, did you respond?	4	
5	MR. NORDSTROM: Yes. We reserve.	5	
6		١.	JOHN ELAMAD
7	(DEPOSITION CONCLUDED AT 3:51 P.M.)	6	THE ONLY THE OR
1		7	THE STATE OF) COUNTY OF)
8		8	CODIVIT OF
9		9	Before me,, on
10		10	this day personally appeared JOHN ELAMAD, known to me
11		11	(or proved to me under oath or through
12		12	(description of identity
13	·	13	card or other document)) to be the person whose name is
14	•	14 15	subscribed to the foregoing instrument and acknowledged
15	•	16	to me that they executed the same for the purposes and consideration therein expressed.
16	• • • • • • • • • • • • • • • • • • • •	17	Given under my hand and seal of office this
17		18	day of, 2012.
18		19	
19		20	
20	·		NOTARY PUBLIC IN AND FOR
.21		21	THE STATE OF
22		22	COMMISSION EXPIRES:
23		22 23	
24		24	
25	,	25	
	Page 72		Page 74
1	CHANGES AND SIGNATURE	1	NO. 2010-47604
2	JOHN ELAMAD JULY 19, 2012	2	US GENERAL CONTRACTORS, LLC (IN THE DISTRICT COURT OF
3			(
4	PAGE LINE CHANGE REASON	3	VS (HARRIS COUNTY, TEXAS
5		4	HEALTHY RESOURCES ENTERPRISE, (
6			INC. DBA HRE, BEAUMONT (
7		5	INDEPENDENT SCHOOL DISTRICT, (
8		6	INTERNATIONAL DESIGN ( CONSULTING GROUP, INC. DBA (
9		Ü	ECM, INFINITY SURETY AGENCY, (
10		7	LLC, AND GEORGE D. BLACK (55TH JUDICLAL DISTRICT
11		8	REPORTER'S CERTIFICATION
12		9	DEPOSITION OF JOHIN ELAMAD JULY 19, 2012
13		10	I, Vicki Clendenin, Certified Shorthand
14			Reporter in and for the State of Texas, hereby certify
14		11	Tesporter in did not be built of I baile, horoby corning
15	·	12	to the following:
15	·	12 13	to the following: That the witness, JOHN ELAMAD, was duly
16	·	12 13 14	to the following: That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral
16 17	·	12 13	to the following:  That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;
16 17 18	·	12 13 14 15 16 17	to the following:  That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;  That the deposition transcript was submitted
16 17 18 19	·	12 13 14 15 16 17	to the following:  That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;  That the deposition transcript was submitted on, 2012, to the witness or to the
16 17 18 19 20		12 13 14 15 16 17 18 19	to the following:  That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;  That the deposition transcript was submitted on, 2012, to the witness or to the attorney for the witness for examination, signature,
16 17 18 19 20 21		12 13 14 15 16 17	to the following:  That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;  That the deposition transcript was submitted on, 2012, to the witness or to the
16 17 18 19 20 21		12 13 14 15 16 17 18 19 20 21 22	to the following:  That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;  That the deposition transcript was submitted on, 2012, to the witness or to the attorney for the witness for examination, signature, and returned to Omni Reporting on the day of, 2012.  That the amount of time used by each party at
16 17 18 19 20 21 22 23		12 13 14 15 16 17 18 19 20 21 22 23	to the following:  That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;  That the deposition transcript was submitted on, 2012, to the witness or to the attorney for the witness for examination, signature, and returned to Omni Reporting on the day of, 2012.  That the amount of time used by each party at the deposition is as follows:
16 17 18 19 20 21		12 13 14 15 16 17 18 19 20 21 22	to the following:  That the witness, JOHN ELAMAD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;  That the deposition transcript was submitted on, 2012, to the witness or to the attorney for the witness for examination, signature, and returned to Omni Reporting on the day of, 2012.  That the amount of time used by each party at

21 (Pages 75 to 76)

				(	
	Pag	e 75	·		
1	MR. JASON PAYNE: 0 minutes MR. KEITH COULTER: 0 minutes				
3	That pursuant to information given to the				
4	deposition officer at the time said testimony was taken,				
5	the following includes all parties of record:				
6	MR. LENNON C. WRIGHT, Attorney for Plaintiff, US GENERAL CONTRACTORS, LLC				
7	MS. ANN HOLLAND, Attorney for International Design Consulting Group, Inc. DBA ECM			•	
8	MR. BRYAN DOMNING, Attorney for Beaumont Independent School District		,		
9	MR. JASON E. PAYNE, Attorney for Healthy Resources Enterprise, Inc. DBA HRE			•	
10	MR. KEITH COULTER, Attorney for International Fidelity Insurance Company;				
11 12	I further certify that I am neither counsel for, related to, nor employed by any of the parties or				
13 14	the attorneys in the action in which this proceeding was taken, and further that I am not financially or				
15 16	otherwise interested in the outcome of the action. Further certification requirements pursuant to		·	•	
17 18	Rule 203 or TRCP will be certified to after they have occurred.				
19 20	Certified to by me this 26th day of July, 2012.				
21 22	Vicki Clendenin Certification No. 4251				
23	Expiration Date: 12/31/13 Omni Reporting				:
24	Firm Certification No. 148 832 Tulane Street				
25	Houston, Texas 77007 (713)864-4443	ĺ			
,	Page	76			***************************************
1	FURTHER CERTIFICATION UNDER RULE 203 TRO	1			
2	The original deposition was/was not returned	~			
3	to the deposition officer on, 2012;	-			
4	If returned, the attached Changes and	ĺ			
5	Signature Page contains any changes and the reason	1			
6	therefor:				I
7		- 1			
8	If returned, the original deposition was delivered to Mr. Lennon C. Wright, Custodial Attorney;	1			
9	That \$ is the deposition officer's	.			
10	charges to the Plaintiff for preparing the original			•	·
11	deposition transcript and any copies of exhibits;	- 1			
12	That the deposition was delivered in		•		
13	accordance with Rule 203.3, and that a copy of this				
14	certificate was served on all parties shown herein on				
15	and filed with the Clerk.	- 1			
16	Certified to by me this day of	- 1			
17	, 2012.				l
18			•		
10	X7: 1.1 Olan 1 - 1 - 1	1			
19	Vicki Clendenin	- 1	•		ļ
20	Certification No. 4251				
20	Expiration Date: 12/31/13	- 1			
11	Omni Reporting				
21	Firm Certification No. 148 832 Tulane Street				
22	Houston, Texas 77007 (713)864-4443				
23	(713)864-4451 (FAX)				
24 25					
		-			J

# EXHIBIT 28

## THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION GROUP ID G23Sep13-922 Sequence number Posting date Amount



October 01, 2009 through October 30, 2009 Primary Account:



HEALTHY RESOURCES ENTERPRISE INC.

Account Number:



	INSTANCES	AMOUNT
Beginning Belance		\$11,185.97
Deposits and Additions	10	40,335.96
Checks Paid	1	- 700,00
ATM & Debit Card Withdrawats	70	- 26,249.29
Other Withdrawals, Fees & Charges	3	- 4,002.00
Ending Balance	64	\$20,570.64

Your monthly service fee was waived because you maintained an average checking balance of \$5,000 or more during the statement period.

### **DEPOSITS AND ADDITIONS**

DATE	DESCRIPTION	THOUGHA
10/02	Healthy Resource Payment PPD ID: 760645016	\$10,000.00
10/09	Debit Card Rebate 10/08 Easy Savings Fuelman F Rebate NY Card 5831	0.52
10/09	Healthy Resource Payment PPD ID: 760645016	10,000.00
10/16	Debit Card Rebate 10/14 Easy Savings Fuelman F Rebate NY Card 5831	0.48
10/15	Mastercard Easy Savings Double Fuelman Rebate Award For Card Ending IN 5831	1.83
10/15	Debit Card Rebate 10/16 Easy Savings Fuelman F Rebate NY Card 5831	0,58
10/26	Card Purchase Return 10/23 C A* Southwes 52821615518 Dallas TX Card 4099	331.70
10/26	Debit Card Rebate 10/25 Easy Savings Fuelman F Rebate NY Card 4099	0.51
10/27	Debit Card Rebate 10/26 Easy Savings Fuelman F Rebate NY Card 5831	0,34
10/30	Healthy Resource Payment PPO ID: 760645016	20,000.00

**Total Deposits and Additions** 

\$40,335.96

### **CHECKS PAID**

CHECK NO.	DESCRIPTION	PAID	AMOUNT
1030 ^		10/05	\$700.00
Total Checks	a Paid		\$700.00

If you see a description in the Checks Pald section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.



[^] An image of this check may be available for you to view on Chaso.com.

# THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION GROUP ID G23Sep13-922 Sequence number Posting date Amount



October 01, 2009 through October 90, 2009 Primary Account:

ATM	& DEBIT CA	ARD WITHDRAWALS	
DATE	DESCRIPTION		AMOUNT
10/01	Card Purchase	09/29 C A* Pappas Seatood Hous Houston TX Card 5831	<u></u> \$75.78
10/01	Card Purchase	09/30 C A* Wal-Mart #4298 Humble TX Card 5831	50.46
10/02	Card Purchase	10/01 C A* Dtv*Directv Har 800-347-328 CA Card 4099	235.93
10/05	Card Purchase	10/02 C A' Fluth's Chris Steak Houston TX Card 5831	4,677.75
10/05	ATM Withdrawal	10/05 5020 San Felipo Galleria TX Card 5831	800.00
10/05	Card Purchase	10/02 C A* Ihire.Com Frederick MD Card 4099	741.00
10/05	Card Purchase	10/01 C A* Private Mini Storage Humble TX Card 4099	222.00
10/05	Card Purchase	10/03 C A* Nara Thai Dining Humble TX Card 5831	75.18
10/05	Card Purchase	10/02 C A* Jimmy G's Calun Sea Houston TX Card 5831	<del>8</del> 7.24
10/05	Card Purchase	10/02 C A' Fannin Flowers 1 Houston TX Card 5831	38,97
10/05	Card Purchase	10/02 C A* Ruth's Chris Steak Houston TX Card 5831	24.73
10/06	Card Purchase	10/03 C A* Ambassador Limo Houston TX Card 4099	540.00
10/06	Card Purchase	10/05 C A* Sullivans-Hous00085 Houston TX Card 5831	102.40
10/06	Card Purchase	10/04 C A* Shell Oil 57542 Schulenburg TX Card 5831	32.52
10/07	Card Purchase	10/05 C A* The Olive Gard00010 Houston TX Card 5831	104.34
10/08	ATM Withdrawal	10/07 9400 N Sam Houston Pkwy E Humble TX Card 5831	600,00
10/08	Card Purchase	10/08 C A* Continon 0052189767 Houston TX Card 4099	497.70
10/08	Card Purchase	10/06 C A* Continen 0052189767 Houston TX Card 4089	497,70
10/08	Card Purchase	10/06 C A* Mesa Food Mart Houston TX Card 5831	52.30
10/13	Card Purchase	10/11 C A* Best Buy Mht 00014 Cypress TX Card 4099	3,572.73
10/13	Card Purchase	10/12 C A* Hilton Hotel Austin Austin TX Card 5831	1,225.08
10/13	Card Purchase	10/10 C A* Target 00018 Cypress TX Card 4099	700,29
10/13	Card Purchase	10/12 C A* Lowes #02521* Brenham TX Card 4099	523.93
10/13	Card Purchase	10/12 C A* Hilton Hotel Austin Austin TX Card 5831	500.88
10/13	Card Purchase	10/10 C A* Grahmann's True Schulenburg TX Card 5831	177.15
10/13	Card Purchase	10/11 C A* Dave & Busters Hous Houston TX Card 5831	113.58
10/13	Card Purchase Wi	th Pin 10/11 Dtv Directv Se Segundo CA Card 4099	59.05
10/13	Card Purchase	10/09 C A* Texaco 0302298 Spring TX Card 4099	42.1B
10/13	Card Purchase	10/11 C A* Shell Oil 57542 Schulenburg TX Card 5831	37.27
10/14	Card Purchase	10/12 C A* Shell Oil 575413385 Brenham TX Card 5831	48.01
10/15	Card Purchase	10/14 C A* Earth Grocery 90413 Houston TX Card 5831	58.00
10/15	Card Purchase	10/13 C A* Shell Oil 57527882 Flatonia TX Card 5831	28.37
10/16	Non-Chase ATM V	Vithdraw 10/15 Redstone TX Wm Houston TX Card 5831	702.50
10/16	Card Purchase	10/14 C A* Drago Supply CO 04099834911 TX Card 4099	144.66
10/16	Card Purchase	10/14 C A* Pappas Seafood Hous Houston TX Card 5831	91.15
10/16	Card Purchase	10/14 C A* Cafe 101 Houston TX Card 5831	85.25
10/19		th Pin 10/17 Dty Directy Se Segundo CA Card 4099	1,375.90
10/19	Card Purchase	10/16 C A* Gps Fleet Solut Wesley Chap FL Card 4099	1,241.00
10/19	Card Purchase	10/18 C A* Lowes #00750* Kingwood TX Card 5831	267.03
10/19	Card Purchase	10/17 C A* Comfort Suites San Antonio TX Card 4099	125.57
10/19	Card Purchase	10/17 C A* Grahmann's True Schulenburg TX Card 5831	97.39
10/19	Card Purchase	10/17 C A* Shell Oil 57527882 Flatonia TX Card 5831	57.00
10/19	Card Purchase	10/18 C A* Panchos - Humble Humble TX Card 5831	33,94
10/20	Card Furchase	10/18 C A* Texas Childrens Ped Houston TX Card 5831	30.00
10/21	Card Purchase	10/19 C A' Jimmy G's Cajun Sea Houston TX Card 5831	57.22
10/22	Card Purchase	10/20 C A* Pappadeaux Seafood Beaumont TX Card 5831	53,95
10/23	Card Purchase	10/21 C A* Conlinen 0052150411 Houston TX Card 4099	592.70
14124	Gaig Full diase	TALE A COURSELL COSTOCALL LICESCOL IV COST 4030	592.70

# THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION GROUP ID G 23Sep13-922 Sequence number Posting date Amount

## CHASE O

October 61, 2009 through October 50, 2009 Primary Account

	RD WITHDRAWALS (continued)	& DEBIT CA	ATM
AMOUNT		DESCRIPTION	DATE
465,70	10/21 C A* Continen 0052150404 Houston TX Card 4099	Card Purchase	10/23
465.70	10/21 C At Continen 0052150404 Houston TX Card 4099	Card Purchase	10/23
147.21	10/21 C A* Jimmy G's Cajun Sea Houston TX Card 5831	Card Purchase	10/23
42.83	10/20 C A* Big D's Beaumont TX Card 5831	Card Purchase	10/23
16.95	10/22 C A* J2 *Efax Plus S 323-817-320 CA Card 4099	Card Purchase	10/23
1,500.00	10/22 C A* Lumber Liquidators Houston TX Card 4099	Card Purchase	10/26
481.70	10/23 C A* Continen 0052150501 Houston TX Card 4099	Card Purchase	10/26
331.70	10/23 C A* Southwes 526216 08004359792 TX Card 4099	Card Purchase	10/26
331.70	10/23 C A* Southwes 526216 08004359792 TX Card 4099	Card Purchase	10/26
80.00	10/22 C A* Hotra Rebili 281-8753279 TX Card 4099	Card Purchase	10/26
57,61	10/22 C A* Chili's Gri258000125 Humble TX Card 4099	Card Purchase	10/26
51.25	10/22 C A* Shell Oil 575430348Q Humble TX Card 4099	Card Purchase	10/26
34.00	10/23 C A* Shell Oil 575414318 Houston TX Card 5831	Card Purchase	10/26
23,88	10/23 C A* Shell Oll 5754353970 Humble TX Card 5831	Card Purchase	10/26
84.00	10/25 C A* Hotra Violation 281-8753279 TX Card 4099	Card Purchase	10/28
63.90	10/27 C A" Allegro New Orleans LA Card 5831	Card Purchase	10/28
270.60	10/27 C A* Dickie Brennan' New Orleans LA Card 5831	Card Purchase	10/29
47,39	10/28 C A* Roosevelt Food/ New Orleans LA Card 5831	Card Purchase	10/29
39.00	10/28 C A* Lil Dizzy's Cat New Orleans LA Card 5831	Card Purchase	10/29
158.07	10/29 C A* Hilton Garden J New Orleans LA Card 4099	Card Purchase	10/30
50.00	10/28 C A* Shell Oil 5754S53970 Humble TX Card 4099	Card Purchase	10/30
37.65	10/28 C A* Pizza Inn Houston TX Card 5831	Card Purchase	10/30
10.91	10/29 C A* Hilton Garden   New Orleans LA Card 5831	Card Purchase	10/30

Total ATM & Debit Card Withdrawals

\$26,249.29

	WITHDRAWA	. ^ ===- ^ ^	~
KITHER!	WITHINGAWA	1 × FFF × 1	CHARGES
VIII	** 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		CHAINGES

DATE	DESCRIPTION	AMOUNT
10/16	Non-Chase ATM Fee-With	\$2.00
10/20	Withdrawal	3,000.00
10/29	Withdrawal	1,000.00

Total Other Withdrawsia, Fees & Charges

\$4,002.00

### REWARDS SUMMARY __

Y Continental Airlines



DATE DESCRIPTION

10/30 Purchases shown above with a CA* earn 1 mile for every \$1.

Get the most out of your Business debit card.

Take advantage of exclusive cardmember-only offers and learn about many benefits available to you

through your Chase Continental Airlines Business Debit Card -

all located at one convenient website. Learn more at

confinental.com/cardmember,

Miles from Card ending in 5831 credited OnePass #

Continental Airline Card ending in 5831 Miles from Qualifying purchase

8,980



# THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION GROUP ID G23Sep13-922 Sequence number Posting date Amount

## CHASE O

October 01, 2009 through October 80, 2009 Primary Account:

DAILY END	ING BALANCE		
DATE	AMOUNT	DATE	AMOUNT
10/01	\$11,059.75	10/19	9,743.69
10/02	20,823.82	10/20	6,713.69
10/05	13,476.95	10/21	8,656.47
10/06	12,802.03	10/22	6,602.52
10/07	12,697.69	10/23	4,871.43
10/08	11, <b>049.9</b> 9	10/26	2,331.82
10/09	21,060.51	10/27	2,332.16
10/13	14,098.57	10/26	2,184.26
10/14	14,050.58	10/29	627,27
10/15	13,968,50	10/30	20,570,84
10/18	12,941,52		

## SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	71
Deposits / Credits	5
Deposited Items	0
Transaction Total	76
BERVICE FEE CALCULATION	AMOUNT
Service Fee	\$14.00
Service Fee Credit	-\$14.00
Net Service Fee	\$0.00
Excessive Transaction Fees (Above 200)	\$0,00
Total Service Fees	\$0.00



HEALTHY RESOURCES ENTERPRISE INC

Account Number:

SAVINGS SUMMARY		
	INSTANCES	AMOUNT
Beginning Balance	. <u></u>	\$85.00
Ending Balance	0	\$65.00
Annual Percentage Yield Earned This Pr	eriod	0.00%

# THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION GROUP ID G 23Sep 13-922 Sequence number Posting date Amount

CHASE O

October 01, 2009 through October 30, 2009 Primary Account: 4

The monthly service fee for this eccount was waived as an added feature of Chase Business Classic account.

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this elatement period because you had a qualifying Chase Business Classic account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



# THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION GROUP ID G 23Sep13-922 Sequence number Posting date Amount

CHASE O

October 01, 2009 through October 30, 2009 Primary Account

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# EXHIBIT 29

#### 1 OF 1 RECORD(S)

#### FOR INFORMATIONAL PURPOSES ONLY Copyright 2015 LexisNexis a division of Reed Elsevier Inc. All Rights Reserved.

Date:3/2/2015 Report processed by: Weaver||

**Full Name** BOUTTE, ERIC WAYNE

Address 3210 AMBER FOREST DR HOUSTON, TX 77068-2005 HARRIS COUNTY County **HARRIS**  Phone None Listed

ADDITIONAL PERSONAL INFORMATION

SSN

DOB

Gender

LexID(sm) 000246456200

8/1972 (Age:42)

#### **Subject Summary**

#### **Name Variations**

- BAUTTE, ERIC
- 2: BOUTLE, ERIC
- 3: BOUTTE, ERIC
- BOUTTE, ERIC W 4:
- 5: BOUTTE, ERIC WAYNE
- BOUTTEY, ERIC W 6:
- 7: BUTTEO, ERIC

#### **SSNs Summary**

No. SSN

State Iss.

Date Iss.

Warnings

Most frequent SSN attributed to subject:

1:

Texas

1984

#### **DOBs**

#### Reported DOBs:

1973 8/1972

#### Possible E-Mail Addresses

3210CALIWINE@GMAIL.COM EBOUTTE@HRE-INC.COM

#### Address Summary - 23 records found

No. Address

- 3210 AMBER FOREST DR HOUSTON, TX 77068-2005 HARRIS COUNTY 1:
- PO BOX 682436 HOUSTON, TX 77268-2436 HARRIS COUNTY 2:
- 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY 3:

- 4: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY
- 5: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026 HARRIS COUNTY Elementary or Secondary School
  - Social Services Facility
- 6: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244 HARRIS COUNTY
- 7: 1430 HEDI OAKS LN HUMBLE, TX 77396 HARRIS COUNTY
- 8: 1830 JEFFERSON PL NW APT 21 WASHINGTON, DC 20036-2554 D.C COUNTY
- 9: 18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285 HARRIS COUNTY
- 10: 506 SONIAT ST NEW ORLEANS, LA 70115-1747 ORLEANS COUNTY
- 11: 5830 MEADOWVIEW RD BEAUMONT, TX 77708-2229 JEFFERSON COUNTY
- 12: 9009 NORTH LOOP E STE 290 HOUSTON, TX 77029-1291 HARRIS COUNTY
- 13: 5506 FLAX ST HUMBLE, TX 77346 HARRIS COUNTY
- 14: 8900 N I H 35 APT 1145 AUSTIN, TX 78753-5255 TRAVIS COUNTY
- 15: 1514 MACCLESBY LN CHANNELVIEW, TX 77530-2128 HARRIS COUNTY
- 16: 9815 COPPER CREEK DR APT 139 AUSTIN, TX 78729-3500 WILLIAMSON COUNTY
- 17: 2301 SEVERN AVE APT C103 METAIRIE, LA 70001-7605 JEFFERSON COUNTY
- 18: 506 SONIAT ST METAIRIE, LA 70001 JEFFERSON COUNTY

9815 COOPER CRK APT 139 AUSTIN, TX 78729 WILLIAMSON COUNTY

9815 COPPER CREEK DR APT 13 AUSTIN, TX 78729-3656 WILLIAMSON COUNTY

1435 STEVENAGE LN CHANNELVIEW, TX 77530-2251 HARRIS COUNTY 21:

1615 VAN BUREN ST BEAUMONT, TX 77701-7538 JEFFERSON COUNTY

6808 S I H 35 APT 305 AUSTIN, TX 78745-5769 TRAVIS COUNTY 23:

#### **Address Details**

1: 3210 AMBER FOREST DR HOUSTON, TX 77068-2005

Address 3210 AMBER FOREST DR HOUSTON, TX 77068-2005 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 42

Median Income: \$72,204 Median Home Value: \$194,388 Median Education: 13 years

**Household Members** BOUTTE, RAQUEL

CURRY, REGINA SOPHIA

Other Associates BROWN, JULIAN A

Address

2: PO BOX 682436 HOUSTON, TX 77268-2436

PO BOX 682436 HOUSTON, TX 77268-2436 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 29

Median Income: \$36,382 Median Home Value: \$140,451 Median Education: 12 years **Household Members** 

BOUTTE, ERIC T

Other Associates

None Listed

Address

3: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

**Dates** 

7/1997 -10/2014

Phone

(832) 379-3900(281) 459-1442

2/2015

Dates

2/2013 - 2/2015

Phone

**Dates** Phone 10/2012 -

#### Census Data for Geographical Region

Median Head of Household Age: 34

Median Income: \$129,931 Median Home Value: \$271,532 Median Education: 13 years

**Household Members** BOUTTE, ALEC JOSHUA

BOUTTE, ERIC T BOUTTE, MARY ANN BOUTTE, RAQUEL KING

Other Associates None Listed

#### 4: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

Address 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 29

Median Income: \$69,910 Median Home Value: \$121,073 Median Education: 13 years

**Household Members** BOUTTE, ERIC T

BOUTTE, RAQUEL KING

Other Associates

None Listed

5: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Address 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026 HARRIS COUNTY

Census Data for Geographical Region Median Head of Household Age: 24

Median Income: \$25,963 Median Home Value: \$0 Median Education: 10 years

**Household Members** BOUTTE, ALLEN JOSEPH

Other Associates

None Listed

6: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Address 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 38

Median Income: \$44,477 Median Home Value: \$69,592 Median Education: 10 years

**Dates** 

7/1997 -10/2013 Phone

(281) 812-0845

**Dates** Phone

5/2007 -12/2012

(713) 673-8412

Phone

Dates

6/2004 - 4/2012

**Household Members** 

None Listed

Other Associates

None Listed

7: 1430 HEDI OAKS LN HUMBLE, TX 77396

Address

1430 HEDI OAKS LN HUMBLE, TX 77396 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 28

Median Income: \$57,143 Median Home Value: \$76.504 Median Education: 12 years **Household Members** 

None Listed

Other Associates

None Listed

8: 1830 JEFFERSON PL NW APT 21 WASHINGTON, DC 20036-2554

Address 1830 JEFFERSON PL NW APT 21 WASHINGTON, DC 20036-2554 D.C COUNTY

Census Data for Geographical Region

Median Head of Household Age: 31

Median Income: \$74,423 Median Home Value: \$481,897 Median Education: 16 years

**Household Members** 

None Listed

Other Associates

None Listed

9: 18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285

Address

18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 31

Median Income: \$103,172 Median Home Value: \$167,331 Median Education: 14 years

**Household Members** 

BOUTTE, RAQUEL KING

Other Associates

KING, RICHARD

10: 506 SONIAT ST NEW ORLEANS, LA 70115-1747

Address

506 SONIAT ST NEW ORLEANS, LA 70115-1747 ORLEANS COUNTY

**Dates** 

Phone

7/2011 **-** 11/2011

**Dates** 

**Phone** 

5/2007 - 2/2009 (713) 673-8412

**Dates** 

4/2006 - 7/2006

Phone

Dates

10/1989 -8/2003

Phone 812-0845

Census Data for Geographical Region

Median Head of Household Age: 43

Median Income: \$52.813 Median Home Value: \$304,945 Median Education: 13 years

**Household Members** 

None Listed **Other Associates** 

None Listed

Address

11: 5830 MEADOWVIEW RD BEAUMONT, TX 77708-2229

5830 MEADOWVIEW RD BEAUMONT, TX 77708-2229 JEFFERSON COUNTY

Census Data for Geographical Region

Median Head of Household Age: 32

Median Income: \$47.188 Median Home Value: \$76,839 Median Education: 13 years

**Household Members** BOUTTE, ALCIDE D

BOUTTE, ALCIDE DEMOND

BOUTTE, MARY ANN

**Other Associates** 

None Listed

12: 9009 NORTH LOOP E STE 290 HOUSTON, TX 77029-1291

**Address** 9009 NORTH LOOP E STE 290 HOUSTON, TX 77029-1291 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 38

Median Income: \$44,477 Median Home Value: \$69,592 Median Education: 10 years

**Household Members** None Listed

Other Associates

None Listed

13: 5506 FLAX ST HUMBLE, TX 77346

Address

5506 FLAX ST HUMBLE, TX 77346 HARRIS COUNTY

**Household Members** 

None Listed

Other Associates

None Listed

14: 8900 N I H 35 APT 1145 AUSTIN, TX 78753-5255

Address

Dates

**Dates** 

12/2001 -

12/2001

Dates

6/2003 - 6/2003

Phone

Phone

Phone

(281) 995-3335

3/1998 - 8/1999 (281) 812-0845

**Dates** 

Phone

8900 N I H 35 APT 1145 AUSTIN, TX 78753-5255 TRAVIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 26

Median Income: \$34,337 Median Home Value: \$107,937 Median Education: 11 years **Household Members** 

None Listed

Other Associates

None Listed

15: 1514 MACCLESBY LN CHANNELVIEW, TX 77530-2128

Address

1514 MACCLESBY LN CHANNELVIEW, TX 77530-2128 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 29

Median Income: \$67,103 Median Home Value: \$115.837 Median Education: 12 years

**Household Members** 

None Listed

**Address** 

Other Associates

KING, MICHAEL LEONARD

16: 9815 COPPER CREEK DR APT 139 AUSTIN, TX 78729-3500

9815 COPPER CREEK DR APT 139 AUSTIN, TX 78729-3500 WILLIAMSON COUNTY

Census Data for Geographical Region

Median Head of Household Age: 33

Median Income: \$72,436 Median Home Value: \$166,570 Median Education: 14 years

**Household Members** 

None Listed

Other Associates

None Listed

17: 2301 SEVERN AVE APT C103 METAIRIE, LA 70001-7605

Address

2301 SEVERN AVE APT C103 METAIRIE, LA 70001-7605 JEFFERSON COUNTY

Census Data for Geographical Region

Median Head of Household Age: 28

Median Income: \$36,007 Median Home Value: \$76,154 Median Education: 13 years **Household Members** 

None Listed

10/1989 -5/1998

(281) 812-0845

Dates

Phone

3/1996 - 7/1997 (281) 812-0845

**Dates** 

Phone

6/1995 - 1/1997

**Dates** 6/1991 -11/1996 Phone

#### Other Associates

None Listed

18: 506 SONIAT ST METAIRIE, LA 70001

Address 506 SONIAT ST METAIRIE, LA 70001 JEFFERSON COUNTY

Census Data for Geographical Region

Median Head of Household Age: 45

Median Income: \$84,911 Median Home Value: \$210,837 Median Education: 14 years **Household Members** 

None Listed

Other Associates

None Listed

19: 9815 COOPER CRK APT 139 AUSTIN, TX 78729

Address 9815 COOPER CRK APT 139 AUSTIN, TX 78729 WILLIAMSON COUNTY

**Household Members** 

None Listed

Other Associates

None Listed

20: 9815 COPPER CREEK DR APT 13 AUSTIN, TX 78729-3656

**Address** 9815 COPPER CREEK DR APT 13 AUSTIN, TX 78729-3656 WILLIAMSON COUNTY

Census Data for Geographical Region

Median Head of Household Age: 33

Median Income: \$72,436 Median Home Value: \$166,570 Median Education: 14 years

**Household Members** 

None Listed

**Other Associates** 

None Listed

Address

21: 1435 STEVENAGE LN CHANNELVIEW, TX 77530-2251

1435 STEVENAGE LN CHANNELVIEW, TX 77530-2251 HARRIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 29

Median Income: \$67,103 Median Home Value: \$115,837 Median Education: 12 years

**Household Members** 

None Listed

Dates

Phone

10/1996 -10/1996

Dates

Phone

6/1996 - 6/1996

Dates

Phone

7/1995 - 1/1996

Dates

Phone

7/1994 - 7/1994

Other Associates KING, PATRICIA A

22: 1615 VAN BUREN ST BEAUMONT, TX 77701-7538

Address

1615 VAN BUREN ST BEAUMONT, TX 77701-7538 JEFFERSON COUNTY

Census Data for Geographical Region

Median Head of Household Age: 39

Median Income: \$25,673 Median Home Value: \$29.327 Median Education: 11 years

**Household Members** BOUTTE, ALCIDE D

**BOUTTE, ALCIDE DEMOND** 

**BOUTTE, MARY ANN** 

Other Associates

None Listed

23: 6808 S I H 35 APT 305 AUSTIN, TX 78745-5769

**Address** 6808 S I H 35 APT 305 AUSTIN, TX 78745-5769 TRAVIS COUNTY

Census Data for Geographical Region

Median Head of Household Age: 27

Median Income: \$24,698 Median Home Value: \$139,063 Median Education: 12 years

**Household Members** None Listed

**Other Associates** 

None Listed

Voter Registrations - 3 records found

1: Texas Voter Registration

**Registrant Information** 

Name: BOUTTE, ERIC WAYNE

Residential Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

SSN:

Date of Birth: 8/1972

Gender: Male

**Voter Information** 

Registration Date: 10/27/2000 Last Vote Date: 11/6/2012

Party Affiliation: REPUBLICAN

Active Status: ACTIVE

2: Texas Voter Registration

**Registrant Information** 

Name: BOUTTE, ERIC WAYNE

**Dates** 

1/1991 - 3/1993

**Dates** 

**Phone** 

Phone

6/1991 - 6/1991

Residential Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

SSN:

Date of Birth: 8/1972

Gender: Male

**Voter Information** 

Registration Date: 10/27/2000 Last Vote Date: 11/2/2010

#### 3: Texas Voter Registration

Registrant Information

Name: BOUTTE, ERIC

Residential Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY

SSN:

Date of Birth: 8/1972

Gender: Male

Voter Information

Registration Date: 10/27/2000

Active Status: ACTIVE

#### Driver Licenses - 6 records found

#### 1: Texas Driver License

**Driver Information** 

Name: BOUTTE, ERIC WAYNE

Address: 3210 AMBER FOREST DRIVE HOUSTON, TX 77068-2005 HARRIS COUNTY

Data source: Governmental: TX

**Personal Information** 

SSN:

DOB: 08/1972

**License Information** 

Issue Date: 01/03/2015

**Additional Driver Information** 

**DOB:** 08/1972 History: Current

#### 2: Texas Driver License

**Driver Information** 

Name: BOUTTE, ERIC WAYNE Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Data source: Governmental: TX

**Personal Information** 

SSN: 4

**DOB**: 08/1972

License Information

Issue Date: 06/24/1988

**Additional Driver Information** 

**DOB**: 08/1972 History: Historical

#### 3: Texas Driver License

**Driver Information** 

Name: BOUTTE, ERIC WAYNE

Address: 5506 FLAX BOURTON ST. HUMBLE, TX 77346-2661 HARRIS COUNTY

Data source: Governmental: TX

**Personal Information** 

SSN:

DOB: 08/1972

Additional Driver Information

**DOB:** 08/1972 History: Historical

#### 4: Texas Driver License

**Driver Information** 

Name: BOUTTE, ERIC WAYNE

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Data source: Governmental: TX

Personal Information

SSN:

DOB: 08/1972

License Information

License Type: ADDRESS CHANGE ONLINE

**Additional Driver Information** 

**DOB**: 08/1972 History: Historical

#### 5: Texas Driver License

**Driver Information** 

Name: BOUTTE, ERIC WAYNE

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Data source: Governmental: TX

Personal Information

SSN:

DOB: 08/1972

License Information

License Type: RENEWAL

Additional Driver Information

**DOB**: 08/1972 History: Historical

#### 6: Texas Driver License

**Driver Information** 

Name: BOUTTE, ERIC W

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

HARRIS COUNTY

Data source: Non-Governmental: TX

Personal Information

SSN:

DOB: 08/1972

**Additional Driver Information** 

DOB: 08/1972

Real Property - 5 records found

1: Assessment Record for HARRIS County, TX

Owner Information

Name: BOUTTE ERIC W & RAQUEL K

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

**Property Information** 

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Data Source: B

**Legal Information** 

Assessor's Parcel Number: 1167640090006

Recording Date: 07/15/1997

Assessment Information

Assessed Value: \$120000

Market Land Value: \$17325

Market Improvement Value: \$102675

Total Market Value: \$120000

2: Assessment Record for HARRIS County, TX

**Owner Information** 

Name: BOUTTE RAQUEL

Name: BOUTTE ERIC

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

**Property Information** 

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

County/FIPS: HARRIS

Data Source: B

Legal Information

Assessor's Parcel Number: 1242070020008

Recording Date: 12/30/2005

**Assessment Information** 

Assessed Value: \$730083

Market Land Value: \$116367

Market Improvement Value: \$613716

Total Market Value: \$730083

3: Deed Record for HARRIS County

**Buyer Information** 

Name: BOUTTE, ERIC

Name: BOUTTE, RAQUEL KING

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

County/FIPS: HARRIS

Seller Information

Name: PETERSON HOMEBUILDERS INC

**Property Information** 

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

County/FIPS: HARRIS

Data Source: B

Lender Information

Name: NOVASTAR MORTGAGE INC

Legal Information

Contract Date: 12/30/2005 Recording Date: 01/05/2006

Document Type: VENDOR'S LIEN

Book/Page: 1628/2316

Mortgage Information

Loan Amount: \$780105

Loan Type: FANNIE MAE/FREDDIE MAC

Title Company: STEWART TITLE FORT BEND DIV

#### 4: Assessment Record for HARRIS County, TX

#### **Owner Information**

Name: BOUTTE ERIC W

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

#### Property Information

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Data Source: B

#### **Legal Information**

Assessor's Parcel Number: 18-01342.5-17.1-052.0-0/000-001 8

Recording Date: 07/15/1997

Assessment Information

Assessed Value: \$128900
Market Land Value: \$17300

Market Improvement Value: \$111600 Total Market Value: \$128900

5: Deed Record for HARRIS County

#### **Buyer Information**

Name: BOUTTE, ERIC W

Name: BOUTTE, RAQUEL T KING

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

#### **Seller Information**

Name: GENERAL HOMES CORP

Property Information

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS
Data Source: B

Lender Information

Name: PERFORMANCE MTG

Legal Information

**Contract Date: 07/15/1997** Recording Date: 07/22/1997

Document Type: WARRANTY DEED

Book/Page: 51399/2341

Mortgage Information

Loan Amount: \$103081

Title Company: FIDELITY NATIONAL TITLE

#### Motor Vehicle Registrations - 11 records found

#### 1: TX MVR

#### **Registrant Information** Registrant 1

Registrant: BOUTTE, ERIC W

DOB: 8/1972

Address: 3210 AMBER FOREST DR HOUSTON, TX 77068-2005 HARRIS COUNTY

Registrant 2 Registrant: BOUTTE, RAQUEL K

Address: 3210 AMBER FOREST DR HOUSTON, TX 77068-2005 HARRIS COUNTY

#### Registration Information

Original Registration Date: 4/25/2013

Registration Date: 4/1/2014

Registration Expiration Date: 3/31/2015

#### Vehicle Information

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 2002

Make: Chevrolet

Model: Tahoe

Series: TAHOE C1500

Body Style: 4 Dr Wagon Sport Utility

Color: Gray

#### **Plate Information**

License Plate Type: Private

**Previous Plate Number:** 

Previous Plate State: TX

License Plate Number:

Plate State: TX

#### 2: TX MVR

#### **Vehicle Information**

VIN:

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 2002

Make: Chevrolet Model: Tahoe

Series: TAHOE C1500

Body Style: 4 Dr Wagon Sport Utility

Color: Gray

**Owner Information** 

Owner 1

Name: BOUTTE, ERIC W

**DOB:** 8/1972

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Owner 2

Name: BOUTTE, RAQUEL K

**DOB**: 6/1971

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Lienholder Information

Lienholder 1

Name: GMAC

Address: PO BOX 8104 COCKEYSVILLE, MD 21030-8104 BALTIMORE COUNTY

Lienholder 2

Name: GMAC % PDP GROUP

Address: PO BOX 8104 COCKEYSVILLE, MD 21030-8104 BALTIMORE COUNTY

Lienholder 3

Name: GMAC PDP GROUP

Address: PO BOX 8104 COCKEYSVILLE, MD 21030-8104 BALTIMORE COUNTY

Lienholder 4

Name: PDP GROUP

Address: PO BOX 8104 COCKEYSVILLE, MD 21030-8104 BALTIMORE COUNTY

Title Information

Title Number: 10130637282153139

Title Transfer Date: 2/9/2002

Title Issue Date: 2/9/2002

3: TX MVR

**Registrant Information** 

Registrant 1

Registrant: BOUTTE AND ASSOCIATES

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Registrant 2

Registrant: BOUTTE AND ASSOCIATES

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY

Registrant 3

Registrant: BOUTTE, ERIC W

**DOB:** 8/1972

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

**Registration Information** 

Original Registration Date: 6/1/2012

Registration Date: 6/1/2012 Registration Expiration Date: 5/31/2013

**Vehicle Information** 

VIN:

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 2006

Make: Mercedes-Benz

Model: S430 Series: S430

Body Style: Sedan 4 Door

Color: Gold

Plate Information

License Plate Type: Private

**Previous Plate Number:** Previous Plate State: TX License Plate Number: Plate State: TX

4: TX MVR

**Registrant Information** 

Registrant: BOUTTE, ERIC

**DOB:** 8/1972

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026 HARRIS COUNTY

**Registration Information** 

Original Registration Date: 9/17/2010

Registration Date: 9/1/2011

Registration Expiration Date: 8/31/2012

**Vehicle Information** 

VIN:

Class: UNKNOWN

Model Year: 2011

Body Style: FLAT-BED OR PLATFORM

**Plate Information** 

License Plate Type: Trailer

**Previous Plate Number:** Previous Plate State: TX License Plate Number:

Plate State: TX

5: TX MVR

**Vehicle Information** 

VIN:

Class: UNKNOWN

Model Year: 2011

Body Style: FLAT-BED OR PLATFORM

**Owner Information** 

Name: BOUTTE, ERIC

**DOB:** 8/1972

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026 HARRIS COUNTY

**Title Information** 

Title Number:

Title Transfer Date: 9/27/2010 Title Issue Date: 9/27/2010

6: TX MVR

Registrant Information Registrant 1

Registrant: BOUTTE, ERIC

**DOB**: 8/1972

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Registrant 2

Registrant: BOUTTE, RAQUEL

**DOB**: 6/1971

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Registration Information

Original Registration Date: 2/1/2011

Registration Date: 2/1/2011

Registration Expiration Date: 1/31/2012

Vehicle Information

VIN:

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 2007

Make: Mercedes-Benz

Model: GL320 Series: GL320 CDI

Body Style: 4 Dr Wagon Sport Utility

**Plate Information** 

License Plate Type: Private

**Previous Plate Number:** Previous Plate State: TX License Plate Number:

Plate State: TX

7: TX MVR

Vehicle Information

VIN:

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 2007

Make: Mercedes-Benz

Model: GL320 Series: GL320 CDI

Body Style: 4 Dr Wagon Sport Utility

Color: Turquoise

**Owner Information** 

Owner 1

Name: BOUTTE, ERIC

**DOB**: 8/1972

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Owner 2

Name: BOUTTE, RAQUEL

**DOB:** 6/1971

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

**Title Information** 

Title Number:

Title Transfer Date: 7/13/2010 Title Issue Date: 7/13/2010

8: TX MVR

**Registrant Information** 

Registrant 1

Registrant: BOUTTE, ERIC W

**DOB**: 8/1972

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Registrant 2

Registrant: BOUTTE, RAQUEL K

**DOB:** 6/1971

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

**Registration Information** 

Original Registration Date: 10/15/2008

Registration Date: 10/15/2008

Registration Expiration Date: 9/30/2009

**Vehicle Information** 

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 2003

Make: Toyota

Model: Sequoia

Series: SEQUOIA SR5

Body Style: 4 Dr Wagon Sport Utility

**Plate Information** 

License Plate Type: Private

**Previous Plate Number:** 

Previous Plate State: TX

License Plate Number:

Plate State: TX

9: TX MVR

**Vehicle Information** 

VIN:

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 2003

Make: Toyota

Model: Sequoia

Series: SEQUOIA SR5

Body Style: 4 Dr Wagon Sport Utility

**Owner Information** 

#### Owner 1

Name: BOUTTE, ERIC

**DOB:** 8/1972

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

#### Owner 2

Name: BOUTTE, ERIC W

**DOB**: 8/1972

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

#### Owner 3

Name: BOUTTE, RAQUEL K

DOB: 6/1971

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

#### **Title Information**

Title Number:

Title Transfer Date: 8/29/2007

Title Issue Date: 8/29/2007

#### 10: TX MVR

#### Registrant Information

#### Registrant 1

Registrant: BOUTTE, ERIC

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY

#### Registrant 2

Registrant: BOUTTE, ERIC W

**DOB:** 8/1972

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY

#### Registrant 3

Registrant: BOUTTE, RAQUEL T

**DOB:** 6/1971

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY

### **Registration Information**

Original Registration Date: 1/14/2005

Registration Date: 1/14/2005

Registration Expiration Date: 8/31/2005

#### Vehicle Information

VIN:

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 1996

Make: Ford

Model: Explorer

Series: EXPLORER

Body Style: 4 Dr Wagon Sport Utility

**Plate Information** 

License Plate Type: Private

Previous Plate Number: \ Previous Plate State: TX License Plate Number: { Plate State: TX

11: TX MVR

#### Vehicle Information

VIN:

Class: PASSENGER CAR/LIGHT TRUCK

Model Year: 1996 Make: Ford Model: Explorer Series: EXPLORER

Body Style: 4 Dr Wagon Sport Utility

**Owner Information** 

Owner 1

Name: BOUTTE, ERIC W

**DOB**: 8/1972

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY

Owner 2

Name: BOUTTE, RAQUEL T

**DOB**: 6/1971

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 HARRIS COUNTY

Lienholder Information

Name: GLASS WITH CLASS

Address: 3435 FM 1960 RD E HUMBLE, TX 77338-5319 HARRIS COUNTY

**Title Information** 

Title Number: 10171737333144600

Title Transfer Date: 3/29/2002 Title Issue Date: 3/29/2002

Judgments/Liens - 2 records found 1: TX Judgments and Liens Filings

**Debtor Information** 

Debtor 1

Name: BOUTTE, ERIC

SSN: 467-65-XXXX

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Debtor 2

Company Name: CDA LLC

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

**Creditor Information** 

Name: EXALT REAL ESTATE GROUP LLC

**Filing Information** 

Jurisdiction: TX Amount: \$70,397 Filing Date: 1/16/2015

Eviction N

Filing 1

Number: 1053378

Type: CIVIL JUDGMENT

Agency: HARRIS COUNTY COURT-HOUSTON

Agency State: TX Agency County: HARRIS

#### 2: TX Judgments and Liens Filings

#### **Debtor Information**

Debtor 1

Name: BOUTTE, ERIC SSN: 467-65-XXXX

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

Debtor 2

Company Name: HRE HEALTHY RESOURCES ENTERPRISE

Address: 530 N SAM HOUSTON PKWY E HOUSTON, TX 77060-4038 HARRIS COUNTY

**Creditor Information** 

Name: MCCOYS BUILDING SUPPLY

Filing Information

Jurisdiction: TX Filing Date: 3/7/2012 Eviction N Release Date: 7/17/2014

Filing 1

Number: CV81C0035604 Type: CIVIL DISMISSAL

Agency: HARRIS JP CT 8-1 - PASADENA

Agency State: TX Agency County: HARRIS

#### UCC Liens - 1 records found 1:TX UCC LIEN FILING

#### **Debtor Information**

Debtor 1

Name: BOUTTE, ERIC WAYNE

SSN:

Address: 14307 HEIDI OAKS LN HUMBLE, TX USA 77396-3499

Debtor 2

Name:

530 PROPERTIES, LLC

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX USA 77060-4026

**Debtor 3** 

Name:

HEALTHY RESOURCES ENTERPRISE, INC.

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX USA 77060-4026

Debtor 4

Name: KING BOUTTE, RAQUEL TRICIA

SSN:

Address: 14307 HEIDI OAKS LN HUMBLE, TX USA 77396-3499

**Secured Party Information** 

Secured 1

Name:

WESTERN SURETY COMPANY

Address: 101 S PHILLIPS AVE SIOUX FALLS, SD USA 57104-6735

Secured 2

Name:

WESTERN SURETY COMPANY

Address: 333 S WABASH AVE FL 41ST CHICAGO, IL USA 60604-4107

Filing Status

Description: ACTIVE

Filing Information

Filing Jurisdiction: TEXAS

Original Filing Number: 120009138347

Original Filing Type: ORIGINAL FILING

Filing 1

Type: AMENDMENT, MASTER AMENDMENT

Pages: 4

Description: ACTIVE

Number: 1200093180

Date: 3/26/2012

Expiration Date: 3/23/2017

Filing 2

Type: MASTER RECORD (ORIGINAL FILING UCC-1)

Pages: 3

Description: ACTIVE

Number: 120009138347

Date: 3/23/2012

Expiration Date: 3/23/2017

Collateral Information

Collateral 1

**Description:** 03/26/2012 1200093180 - ALL OF THE DEBTORS'/INDEMNITORS' RIGHTS UNDER THE CONTRACT(S) THAT BONDS ARE ISS OF INDEMNITY DATED SEPTEMBER 14, 2010 EXECUTED BY DEBTORS' INDEMNITORS.

Collateral 2

Description: 03/23/2012 120009138347 - ALL OF THE DEBTORS'/INDEMNITORS' RIGHTS UNDER THE CONTRACT(S) THAT BONDS ARE ISS OF INDEMNITY DATED SEPTEMBER 14, 2010 EXECUTED BY DEBTORS' INDEMNITORS.

Fictitious Businesses - 8 records found

1: Fictitious Businesses

**Business Information** 

Name: TRED SERVICES

Mailing Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Jurisdiction: TX

Type: ASSUMED NAME

Filing Number: H0072105

Filing Date: 04/26/2004

SIC: 7389

Contact Information

Name: ERIC WAYNE BOUTTE

Address: FLAX BOURT 55 ST

TX, HU 77346-2661

Contact Type: CONTACT

2: Fictitious Businesses

**Business Information** 

Name: BOUTTE & ASSOCIATES

Office Address: FLAX BOURT 55 ST TX, HU 77346-2661

Jurisdiction: TX

Phone: 812-0845

Type: DBA

Filing Number: 09591661

Filing Date: 09/24/1999

**Contact Information** 

Name: ERIC WAYNE BOUTTE

Address: FLAX BOURT 55 ST TX, HU 77346-2661

Contact Type: OWNER

3: Fictitious Businesses

**Business Information** 

Name: BOUTTE & ASSOCIATES

Office Address: FLAX BOURT 55 ST TX, HU 77346-2661

Jurisdiction: TX

Type: DBA

Filing Number: Z0959166

Filing Date: 09/24/1999

**Contact Information** 

Name: BOUTTE ERIC WAYNE

Address: FLAX BOURT 55 ST TX, HU 77346-2661

Contact Type: OWNER

4: Fictitious Businesses

**Business Information** 

Name: HR ENGINEERING LLC

Office Address: NORTH 90 E LO TX, HO 77029-1253

Jurisdiction: TX

Phone: 726-1854

Type: DBA

Filing Number: 0800512311

Filing Date: 06/27/2005

**Contact Information** 

Name: ERIC W. BOUTTE

Address: NORTH 90 E LO TX, HO 77029-1253

Contact Type: OWNER

5: Fictitious Businesses

**Business Information** 

Name: TRED SERVICES

Office Address: NORTH 90 E LO STE 158 TX, HO 77029-1244

Jurisdiction: TX

Type: DBA

Filing Number: V0072105

Filing Date: 04/26/2004

#### **Contact Information**

Owner 1

Name: BOUTTE ERIC WAYNE Address: FLAX BOURT 55 ST TX, HU 77346-2661

Contact Type: OWNER

Owner 2

Name: DAVID CHRISTOPHER DURR

Address: NORMONT 11 DR TX, HO 77070-2420

Contact Type: OWNER

6: Fictitious Businesses

**Business Information** 

Name: HEALTHY RESOURCES

Office Address: FLAX BOURT 55 ST TX, HU 77346-2661

Jurisdiction: TX

Type: DBA Filing Number: V0056528

Filing Date: 02/28/2000

**Contact Information** 

Owner 1

Name: BOUTTE ERIC WAYNE Address: FLAX BOURT 55 ST TX, HU 77346-2661

Contact Type: OWNER

Owner 2

Name: BOUTTE RAQUEL KING Address: FLAX BOURT 55 ST TX, HU 77346-2661

Contact Type: OWNER

7: Fictitious Businesses

**Business Information** 

Name: TRED SERVICES Office Address: NORTH 90 E LO TX, HO 77029-1253

Jurisdiction: TX

Type: DBA

Filing Number: H0072105 Filing Date: 04/26/2004

**Contact Information** 

Name: ERIC WAYNE BOUTTE Address: FLAX BOURT 55 ST TX, HU 77346-2661

Contact Type: OWNER

8: Fictitious Businesses

**Business Information** 

Name: KINGSTON A B P LLC

Office Address: NORTH 90 E LO TX, HO 77029-1253

Jurisdiction: TX

Type: DBA

Filing Number: 0800736776 Filing Date: 11/21/2006

**Contact Information** 

#### Owner 1

Name: ERIC BOUTTE

Address: NORTH 90 E LO STE 158 TX, HO 77029-1244

Contact Type: OWNER

Owner 2

Name: ALLEN BOUTTE

Contact Type: OWNER

BOUTTE, RAQUEL

Potential Relat 1st Degree: 10	ives - 10 records found	
No.	Full Name	Address/Phone
1.	BOUTTE, RAQUEL KING • AKA KING, RAQUEL TRICIA • AKA BOUTTE, RAQUEL TRICIA	5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 (281) 812-0845
	• AKA KINGBOUTTE, RAQUEL TRICIA • AKA KING, BOUTTE RAQUEL	14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 (832) 379-3900 (713) 409-3691
	AKA BOUTTE, RAQEL     AKA KING-BOUTTE, RAQUEL     AKA BOUTTE, REQUEL     AKA BOUTTE RACHAEL	32 DEVON LN AVONDALE ESTATES, GA 30002-1543 (404) 549-2895 (713) 409-3691
	• AKA BAUTTE, RAQUEL T • AKA KING, RAUQUEL SSN:462-65-XXXX DOB:6/1971 (Age: 43)	18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285 (281) 213-9433
		530 N SAM HOUSTON PKWY E APT E300 HOUSTON, TX 77060-4038 (713) 673-8440
2.	BOUTTE, ERIC T • AKA BOUTTE, ERIE	PO BOX 682436 HOUSTON, TX 77268-2436
		14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 (832) 379-3900
		530 N SAM HOUSTON PKWY E APT E300 HOUSTON, TX 77060-4038
		1430 HEIDI OAKS LN HUMBLE, TX 77396
		5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 (281) 812-0845
3.	BOUTTE, MARY ANN  Deceased	14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 (832) 379-3900
	• AKA BOOTE, MARY ANN • AKA BOUTTE, MARY A • AKA EST, MARY	5830 MEADOWVIEW RD BEAUMONT, TX 77708-2229 (409) 892-1733
	• AKA BOUTTE, MARY ANN • AKA BOUTTE, ANN • AKA BOUTTE, ANN • AKA BOUTTE, EST ANN • AKA BOUTTE, MARY ANN • AKA BOUTTE, MARY ANN • AKA KBOUTTE, EST ANN • AKA KBOUTTE, EST MARY • AKA BOUTTE, MORY A SSN:454-31-XXXX	1615 VAN BUREN ST BEAUMONT, TX 77701-7538 (409) 832-8575

3210 AMBER FOREST DR

#### HOUSTON, TX 77068-2005

5.	BOUTTE, ALLEN JOSEPH  • AKA BOUTTE, ALLEN JOSEPH  • AKA BOUTTE, ALAN J  • AKA BOUTTE, A  • AKA BOUTTE, ALLEN JOSEPH SSN:457-80-XXXX DOB:1945 (Age: 70)	(281) 458-2844
6.	BOUTTE, ALCIDE DEMOND  • AKA BOUTTE, ALCIDE D  • AKA ALCIDE, D BOUTTE  • AKA BOUTTE, ALEIDE JR  • AKA BOUTTE, ALICIDE  • AKA DEBOUTTE, ALICIDE  • AKA ALCIDE, DBOUTTE  • AKA BOUTTEW, ALCIDE  • AKA BOUTTEW, ALCIDE D  • AKA BOUTTE, ALCIDE D  • AKA BOUTTE, ALCIDE D  • AKA ALCIDE, DEMOND  SSN:467-65-XXXX  DOB:8/1973  (Age: 41)	5830 MEADOWVIEW RD BEAUMONT, TX 77708-2229 (510) 409-8527 2045 LEIPER ST BEAUMONT, TX 77701-5870 (409) 832-8575 1615 VAN BUREN ST BEAUMONT, TX 77701-7538 (409) 832-8575 9494 HUMBLE WESTFIELD RD APT 1811 HUMBLE, TX 77338-5288 (832) 326-8919 HUMBLE TX 73388
7.	CURRY, REGINA SOPHIA  • AKA WOODLEN, REGINA S  • AKA BOUTTE, REGINA  • AKA WOODLER, REGINA S  • AKA CURRY, REGINA SOPHIE  • AKA WOODLEN CURRY, RE- GINA SSN:568-29-XXXX DOB:8/1963 (Age: 51)	3210 AMBER FOREST DR HOUSTON, TX 77068-2005 (281) 537-1220 2426 E 149TH AVE THORNTON, CO 80602-7365 (303) 252-1535 1781 JONATHAN WAY UNIT L RESTON, VA 20190-3513 NONE HOUSTON TX HOUSTON, TX 77068 1907 S SHENANDOAH ST APT 8 LOS ANGELES, CA 90034-1233
8.	BOUTTE, ERIC • AKA BAUTTE, ERIC	3622 FM 1295 FLATONIA, TX 78941-5069
9.	Deceased  • AKA BOUTTEW, ALCID • AKA BOUTEE, ALCIDE SSN:437-22-XXXX DOB:5/1919 (Age: 95)	1615 VAN BUREN ST BEAUMONT, TX 77701-7538 (409) 832-8575 5830 MEADOWVIEW RD BEAUMONT, TX 77708-2229 615 VAN BUREN ST BEAUMONT, TX 77701-8551 (409) 832-8575 1657 TAGORE ST BEAUMONT, TX 77701-6321 (409) 832-8575
10.	BOUTTE, ALEC JOSHUA	14307 HEIDI OAKS LN

#### HUMBLE, TX 77396-3499 (832) 379-3900

#### Business Associates - 42 records found

#### 1: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: IN EXISTENCE

State: TX

Corporation Number: 0800651036 Descriptive Status: IN EXISTENCE

Title: DIRECTOR

Record Type: CURRENT Record Date: 3/29/2012

Filing Date: 5/5/2006

#### 2: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: IN USE

State: TX

Corporation Number: 0800651036

Descriptive Status: IN USE

Title: DIRECTOR

Record Type: CURRENT Record Date: 3/29/2012

Filing Date: 5/5/2006

#### 3: E.A.S. DEVELOPMENT, LLC

Name: BOUTTE, ERIC W

Address: 3210 AMBER FOREST DR HOUSTON, TX 77068-2005

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800602438

Descriptive Status: FORFEITED EXISTENCE

Title: MEMBER

Record Type: CURRENT Record Date: 3/27/2014 Filing Date: 1/19/2006

4: E.A.S. DEVELOPMENT, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158C HOUSTON, TX 77029-1253

Status: IN EXISTENCE

State: TX

Corporation Number: 0800602438 Descriptive Status: IN EXISTENCE

Title: MEMBER

Record Type: CURRENT Record Date: 8/28/2010

Filing Date: 1/19/2006

#### 5: E.A.S. DEVELOPMENT, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158C HOUSTON, TX 77029-1253

Status: IN USE

State: TX

Corporation Number: 0800602438

Descriptive Status: IN USE

Title: MEMBER

Record Type: CURRENT Record Date: 1/30/2011

Filing Date: 8/11/2009

6: E.A.S. DEVELOPMENT, LLC

Name: BOUTTE, ERIC W

Address: 3210 AMBER FOREST DR HOUSTON, TX 77068-2005

Status: INACTIVE

State: TX

Corporation Number: 0800602438

Descriptive Status: INACTIVE

Title: MEMBER

Record Type: CURRENT

Record Date: 3/27/2014

Filing Date: 8/11/2009

7: FEB CONTRACTORS LLC

Name: BOUTTE, ERIC W

Address: PO BOX 2132

FREDERICKSBURG, TX 78624-1918

Status: IN EXISTENCE

State: TX

Corporation Number: 0801316454

**Descriptive Status: IN EXISTENCE** 

Title: MEMBER

Record Type: HISTORICAL

Record Date: 12/31/2014

Filing Date: 9/9/2010

8: FEB CONTRACTORS LLC

Name: BOUTTE, ERIC W

Address: PO BOX 2132 FREDERICKSBURG, TX 78624-1918

Status: IN USE

State: TX

Corporation Number: 0801316454

Descriptive Status: IN USE

Title: MEMBER

Record Type: HISTORICAL

Record Date: 12/31/2014

Filing Date: 9/9/2010

9: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800782295

Descriptive Status: FORFEITED EXISTENCE

Title: DIRECTOR

Record Type: CURRENT Record Date: 8/13/2009

Filing Date: 3/2/2007

10: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: IN EXISTENCE

State: TX

Corporation Number: 0800782295

Descriptive Status: IN EXISTENCE

Title: DIRECTOR

Record Type: CURRENT **Record Date: 6/8/2009** 

Filing Date: 3/2/2007

11: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC

**Address:** 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: IN USE

State: TX

Corporation Number: 0800782295

Descriptive Status: IN USE

Title: DIRECTOR

Record Type: CURRENT Record Date: 8/13/2009

Filing Date: 3/2/2007

12: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC

**Address:** 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: INACTIVE

State: TX

Corporation Number: 0800782295

**Descriptive Status: INACTIVE** 

Title: DIRECTOR

Record Type: CURRENT

Record Date: 8/13/2009

Filing Date: 3/2/2007

13: HR DESIGN SERVICE, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800586504

Descriptive Status: FORFEITED EXISTENCE

Title: MEMBER

Record Type: CURRENT **Record Date: 8/5/2008** 

Filing Date: 11/9/2007

14: HR DESIGN SERVICE, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Status: IN EXISTENCE

State: TX

Corporation Number: 0800586504 Descriptive Status: IN EXISTENCE

Title: MEMBER

Record Type: CURRENT Record Date: 6/11/2007 Filing Date: 12/16/2005

15: HR DESIGN SERVICE, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Status: IN USE

State: TX

Corporation Number: 0800586504

Descriptive Status: IN USE

Title: MEMBER

Record Type: CURRENT

Record Date: 6/11/2007

16: HR DESIGN SERVICE, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Status: INACTIVE

State: TX

Corporation Number: 0800586504

**Descriptive Status: INACTIVE** 

Title: MEMBER

Record Type: CURRENT Record Date: 8/5/2008

Filing Date: 12/16/2005

17: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800512311

Descriptive Status: FORFEITED EXISTENCE

Title: MEMBER

Record Type: CURRENT **Record Date: 8/2/2010** 

Filing Date: 6/27/2005

18: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Status: IN EXISTENCE

State: TX

Corporation Number: 0800512311

**Descriptive Status: IN EXISTENCE** 

Title: MEMBER

Record Type: CURRENT Record Date: 8/5/2008 Filing Date: 6/27/2005

19: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Status: IN USE State: TX

Corporation Number: 0800512311 Descriptive Status: IN USE Title: MEMBER

Record Type: CURRENT **Record Date: 8/5/2008** Filing Date: 6/27/2005

20: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Status: INACTIVE

State: TX

Corporation Number: 0800512311 Descriptive Status: INACTIVE

> Title: MEMBER Record Type: CURRENT Record Date: 8/2/2010

Filing Date: 6/27/2005

21: HR LEASING, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800586495

Descriptive Status: FORFEITED EXISTENCE

Title: MEMBER Record Type: CURRENT **Record Date: 8/5/2008** 

Filing Date: 11/9/2007

22: HR LEASING, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Status: IN EXISTENCE

State: TX

Corporation Number: 0800586495 **Descriptive Status: IN EXISTENCE** 

Title: MEMBER

Record Type: CURRENT Record Date: 11/13/2007

23: HR LEASING, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Status: IN USE

State: TX

Corporation Number: 0800586495

Descriptive Status: IN USE

Title: MEMBER

Record Type: CURRENT

Record Date: 6/11/2007

24: HR LEASING, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Status: INACTIVE

State: TX

Corporation Number: 0800586495

Descriptive Status: INACTIVE

Title: MEMBER

Record Type: CURRENT

**Record Date: 8/5/2008** 

Filing Date: 12/16/2005

25: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800528047

Descriptive Status: FORFEITED EXISTENCE

Title: MEMBER

Record Type: CURRENT Record Date: 8/2/2010

Filing Date: 8/5/2005

26: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Status: IN EXISTENCE

State: TX

Corporation Number: 0800528047

Descriptive Status: IN EXISTENCE

Title: MEMBER

Record Type: CURRENT

**Record Date: 8/5/2008** 

Filing Date: 8/5/2005

27: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Status: IN USE

State: TX

Corporation Number: 0800528047

Descriptive Status: IN USE

Title: MEMBER

Record Type: CURRENT

Record Date: 8/5/2008

Filing Date: 8/5/2005 28: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Status: INACTIVE

State: TX

Corporation Number: 0800528047 **Descriptive Status: INACTIVE** Title: MEMBER

Record Type: CURRENT Record Date: 8/2/2010 Filing Date: 8/5/2005

29: HRE GROUP, LLC

Name: BOUTTE, ERIC W

Address: 4926 BABSON ST SAN ANTONIO, TX 78249-1701

Status: IN EXISTENCE

State: TX

Corporation Number: 0801725552 Descriptive Status: IN EXISTENCE

> Title: MANAGER Record Type: CURRENT Record Date: 2/4/2013 Filing Date: 1/29/2013

30: HRE GROUP, LLC

Name: BOUTTE, ERIC W

Address: 4926 BABSON ST SAN ANTONIO, TX 78249-1701

Status: IN USE State: TX

Corporation Number: 0801725552 Descriptive Status: IN USE Title: MANAGER

Record Type: CURRENT Record Date: 2/4/2013 Filing Date: 1/29/2013

31: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800736776

Descriptive Status: FORFEITED EXISTENCE

Title: MANAGER Record Type: CURRENT Record Date: 8/13/2009

Filing Date: 11/21/2006

32: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC

**Address:** 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: IN EXISTENCE

State: TX

Corporation Number: 0800736776 **Descriptive Status: IN EXISTENCE** 

Title: MANAGER

Record Type: CURRENT Record Date: 10/6/2008 Filing Date: 11/21/2006

33: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC

**Address:** 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: IN USE State: TX

Corporation Number: 0800736776

Descriptive Status: IN USE

Title: MANAGER

Record Type: CURRENT Record Date: 10/6/2008

Filing Date: 11/21/2006

34: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

Status: INACTIVE

State: TX

Corporation Number: 0800736776

**Descriptive Status: INACTIVE** 

Title: MANAGER

Record Type: CURRENT Record Date: 8/13/2009

Filing Date: 11/21/2006

35: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC

Address: 9692 WESTHEIMER RD STE 83 HOUSTON, TX 77063-3205

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800610923

Descriptive Status: FORFEITED EXISTENCE

Title: MANAGER Record Type: CURRENT

**Record Date: 8/5/2008** 

Filing Date: 1/4/2008

36: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC

Address: 9692 WESTHEIMER RD STE 83

HOUSTON, TX 77063-3205

Status: IN EXISTENCE

State: TX

Corporation Number: 0800610923 **Descriptive Status: IN EXISTENCE** 

Title: MANAGER

Record Type: CURRENT Record Date: 6/11/2007

Filing Date: 2/9/2006 37: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC

Address: 9692 WESTHEIMER RD STE 83 HOUSTON, TX 77063-3205

Status: IN USE

State: TX

Corporation Number: 0800610923 Descriptive Status: IN USE

Title: MANAGER

Record Type: CURRENT Record Date: 6/11/2007

38: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC

Address: 9692 WESTHEIMER RD STE 83 HOUSTON, TX 77063-3205

Status: INACTIVE

State: TX

Corporation Number: 0800610923 Descriptive Status: INACTIVE

Title: MANAGER

Record Type: CURRENT **Record Date: 8/5/2008** Filing Date: 2/9/2006

39: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC

Address: 9319 MONTRIDGE DR HOUSTON, TX 77080-5429

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800610548

**Descriptive Status: FORFEITED EXISTENCE** 

Title: DIRECTOR

Record Type: CURRENT **Record Date: 6/7/2010** Filing Date: 2/9/2006

40: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC

Address: 9319 MONTRIDGE DR HOUSTON, TX 77080-5429

Status: IN EXISTENCE

State: TX

Corporation Number: 0800610548

**Descriptive Status: IN EXISTENCE** 

Title: DIRECTOR

Record Type: CURRENT **Record Date: 8/5/2008** 

Filing Date: 2/9/2006

41: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC

Address: 9319 MONTRIDGE DR HOUSTON, TX 77080-5429

Status: IN USE State: TX

Corporation Number: 0800610548 Descriptive Status: IN USE

Title: DIRECTOR Record Type: CURRENT

Record Date: 8/13/2009 Filing Date: 2/9/2006

42: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC

Address: 9319 MONTRIDGE DR HOUSTON, TX 77080-5429

Status: INACTIVE

State: TX

Corporation Number: 0800610548

Descriptive Status: INACTIVE

Title: DIRECTOR

Record Type: CURRENT **Record Date: 6/7/2010** Filing Date: 2/9/2006

	on Associates - 21 record				
No.	Full Name	Address	SSN	Phone	DOB
1:	FRANCIS, BELLA MFRANCIS, BEL- LAMARIE MBELLA, FRAN- CIS MFRANCIS, BELLA MARIEBELLAMARIE, FRANCISBELLA, FRAN- CISVALERIE, FRANCIS- BELLA FRANCIS, MMAR- IEFRANCIS, BELLA	1518 MACCLESBY LN APT A CHAN- NELVIEW, TX 77530-2131 1518 MACCLESBY LN 136 CHAN- NELVIEW, TX 77530-2131 14130 FLAIR DR HOUSTON, TX 77049-3626 1303 DIAMANTE DR PAS- ADENA, TX 77504-1480 6313 EDENWAY CT HOUSTON, TX 77049-3813		(281) 452-9501	6/1955 6/1953
2:	BLANKENSHIP, MAR- GIA MBLANKENSHIP, MARGIA EBLANKENSHIP, MARGIA GBLANKENSHIP, MARGIA GBLANKENSHIP, MARGIA GBLANKENSHIP, MARGIA MILLSMARGIA, BLANKSHIPBLANKEN- SHIP, GARNOLD, MAR- GIABLANKEN- SHIPARNOLD, MARGIA- MILLS, MARGIAMILLS BLANKENSHIP, MARGIA- MILLS, MARGIAMILS BLANKENSHIP, MARGIBB- LANKENSHIP, MARGIEB- LANKENSHIP, MAR- GIE MILLS	2430 POTOMAC DR HOUSTON, TX 77057-4558 4018 N TRACY AVE KANSAS CITY, MO 64116-2225 2948 SAINT ST APT 5201 HOUSTON, TX 77027-5350 PO BOX 570728 HOUSTON, TX 77257-0728 1230 WINROCK BLVD APT 5201 HOUSTON, TX 77057-1716		(713) 952-2736(816) 454-9357952-27 36	1951 10/1950 1/1951
3:	CADE, BON- ITA JOYCEHILBURN, BON- ITA JHILBURN, CA- ITA JHILBURN, CA- DE BONITABOTLEY, BON- ITA JKADE, BON- ITA JHILBURN-CADE,	2003 WILDWOOD RIDGE DR MISSOURI CITY, TX 77489-2917 4641 WILD IN- DIGO ST APT 441		261-6100261-61 00(281) 261-6100(918) 682-0270	11/1942

	BONITA JOYCEHILLBURN, BONITABONITA, CADE-HILLBURN, CA-DE BONITABUTLEYCADE, BONITA JCADE, BONITA HILBURNHILBURN CADE, BONITA JCADE, BONITA JCADE, BONITA JBOTLEY CADE, BONITA JBUTLEY CADE, BONITA JHILLBURN-CADE, BONITA JHILLBURN CADE, BONITA JCAPE, BONITA JCADE, BONITA JCADE	HOUSTON, TX 77027-7062 522 N 7TH ST MUSKO- GEE, OK 74401-6019 2408 ARLINE ST MUSKO- GEE, OK 74401-5539 9802 VALLEY MEAD- OW PL P DALLAS, TX 75220-2860		
4:	BROWN, JULI- AN AHARDIMAN, JULIAN A	15315 T C JESTER BLVD HOUSTON, TX 77068-2096 17307 JACKSON PINES DR HOUSTON, TX 77090-2065 PO BOX 440748 AURORA, CO 80044-0748 3210 AMBER FOREST DR HOUSTON, TX 77068-2005	(281) 537-8128(281) 586-9248	6/1914 6/1914
5:	CURRY, CRAIG ANTHONYCURRY, CRAIG ACURRY, CRIAG SRCURY, CRAIGANTHONY CURRY, CRAIG JRCARRY, CRAIG ACURRY CFP, CRAIG A	3210 AMBER FOREST DR H HOUSTON, TX 77068-2005  2123 CYPRESS CREEK PKWY STE 300 HOUSTON, TX 77090-3103  4017 REID ST HOUSTON, TX 77026-1551  3050 POST OAK BLVD STE 1360 HOUSTON, TX 77056-6568  16303 MORNINGSHADE D R HOUSTON, TX 77090-4745	(281) 537-1220(281) 537-2149537-12 01(713) 589-9560(713) 635-1526(832) 433-7501	7/1962 1963
6:	CHARLTON, KEITH L JCHARLETON, CHASR- LETON L JRKEITH, CHARLTON JRCHARLTON, KEITH LLOYDCHASRLETO N, L JR	4926 BABSON ST SAN ANTO- NIO, TX 78249-1701 7102 GRASSY TRL SAN ANTO- NIO, TX 78244-1828 439 SUSSEX AVE SAN ANTO- NIO, TX 78221-1911 PO BOX 152271 IRVING, TX 75015-2271 11600 HUEBNER RD APT 2 601 SAN ANTO- NIO, TX 78230-1321	(210) 690-4485(210) 690-4485(210) 690-4485(210) 690-4485	2/1945
7:	CURRY, REGINACURRY, REGTINA	3210 AMBER FOREST DR HOUSTON, TX 77068-2005	(281) 537-1220	3/1963

8:	FRISBIE, ALAN BRIDGERFRISBIE, ALLEN BRIDGER FRISBE,	111 E HIGHWAY ST FREDERICKS- BURG, TX 78624-5006	(830) 990-9899(830) 992-6070	1/1979 1/1979
	ALLENBRIDGER FRISBIÉ, ALANFRISBIE, ALAN	PO BOX 2132 FREDERICKS- BURG, TX 78624-1918		
		PO BOX 2383 FREDERICKS- BURG, TX 78624-1921		
		611 BLUEBONNET ST FREDERICKS- BURG, TX 78624-5213		
		312 W NIMITZ ST FREDERICKS- BURG, TX 78624-3437		
9:	GLENN, THOMAS EDWARDGLEN, THOMAS EGLENN, TTHO-	219 JAY DR UNIT D ROCK- VILLE, MD 20850-4775	〈 (281) 812-6379	2/1972 2/1972
	MAS, GLENN	18722 TIMBER SPRING DR HUMBLE, TX 77346-2675		
		PO BOX 10721 ROCK-		
		VILLE, MD 20849-0721 11900 STONEHOLLOW DR APT 6209A		
		AUSTIN, TX 78758-3385		
		15800 HIGHWAY 3 APT 936 WEBSTER, TX 77598-2154		
10:	HARDIMAN, SHIR- LEY AHARDIUEN, SHIR- LEY AHARDMAN, SHIRLEY	15315 T C JESTER BLVD T HOUSTON, TX 77068-2096	(281) 586-9248	4/1942
	LET ATTAINDIVIAN, STRICET	3210 AMBER FOREST DR HOUSTON, TX 77068-2005		
		15315T T C JESTER BLVD HOUSTON, TX 77068-2096		
		153156 TC JESTER BLVD HOUSTON, TX 77068		
		153156 TER JESTER BLVD HOUSTON, TX 77068		
11:	HARRIS, DAV- ID LAMARHARRIS, DAV-	7515 APACHE PLUME DR HOUSTON, TX 77071-2601	(713) 440-6237(713)	1959 10/1960
	ID LHARRIS, D LHARRIS, DAVISHARRIS, L DAVID	8383 EL MUNDO ST APT 615 HOUSTON, TX 77054-4672	551-9551(713) 551-9551(713) 748-0384	
		2401 FOUNTAIN VIEW DR STE 225		
		HOUSTON, TX 77057-4813 3412 S PARKWOOD DR		
		HOUSTON, TX 77021-1238 530 SAM HOUS-		
		TON PKWY N APT 1 HOUSTON, TX 77060		
12:	JEFFERSON, HOWARD EJEFFERSON, H EJEFFERSON, HOWARD EUGENEJEFFER	4402 NENANA DR HOUSTON, TX 77035-3626 5220 SCOTT ST APT	〈 (713) 729-5110	6/1937 1938

•		2600 S LOOP W STE 520 HOUSTON, TX 77054-2668 11 82 HOUSTON, TX 77035 121308215 11 82 HOUSTON, TX 77035		
13:	JOHNSON, LUCK- ETT MDJOHNSON, LUCK- ETT MARCIAJOHNSON LUCKETT, MARCIAJOHN- SON, LUCKETTLUCKETT, JOHNSON EJOHNSON, LUCKETT, MJOHNSON, LJOHNSON, LUCK- ETT ALUCKETT, MAR- CIA JOHNSON	7804 SCOTT ST HOUSTON, TX 77051-1644 5314 CALHOUN RD HOUSTON, TX 77021-1714 3915 11 MILE RD GALVE- STON, TX 77554-7732 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684 5316 CALHOUN RD HOUSTON, TX 77021-1714	X (713) 669-9199(713) 699-3480(713) 748-1081(713) 748-1081	9/1950 9/1950 9/1950
14:	KING, MI- CHAEL LEONARDLKING, MICHAELKING, MICHEAL RKING, MIKEK- ING, MICAHEL LKING, MICHEAL L	18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285 6314 EDENWAY CT HOUSTON, TX 77049-3813 1435 STEVENAGE LN CHAN- NELVIEW, TX 77530-2251 1514 MACCLESBY LN CHAN- NELVIEW, TX 77530-2128 18015 HARBOR DR CYPRESS, TX 77429	(281) 213-9433(281) 802-9761(281) 862-0703(281) 862-0703	12/1947
15:	KING, KAREEM ANTHONYKING, KAREEM K JRKING, K A	817 WESTMONT DR HOUSTON, TX 77015-4329  10 OAK CT APT 2210 HOUSTON, TX 77006-1675  18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285  1514 MACCLESBY LN CHAN- NELVIEW, TX 77530-2128  637 JAMESTOWN BLVD AP T ALTAMONTE SPRINGS, FL 32714-4637	(281) 213-9433(281) 862-0703(407) 862-4516	9/1977
16:	KING, RICHARD AKING, RICHARD A SRKING, RA AKING, AKING, RICHARDKING, R	17611 BERING BRIDGE LN HUMBLE, TX 77346-3707 19404 120TH AVE FL 2 SAINT AL- BANS, NY 11412-3704 19404 120TH AVE FL 1 SAINT AL- BANS, NY 11412-3704	712-0631	1/1956

HOUSTON, TX 77004-7922

SON, HOWEARD E

		15918 HILLSIDE AVE 201 JAMAICA, NY 11432-3936 18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285		
17:	KING, PATRICIA AKING, P AKING, PATRICIAKING, PATRICIA MACK	18015 HARBOUR BRIDGE POINT DR D CYPRESS, TX 77429-5285	(281) 452-4308(832) 797-6227	12/1952 12/1950
		TX NONE TX CYPRESS, TX 77429		
		PO BOX 18015 CYPRESS, TX 77429		
		18015 HARBOR DR CYPRESS, TX 77429		
		1435 STEVENAGE LN CHAN- NELVIEW, TX 77530-2251		
18:	WOODLEN, CHRISTINE DWOODLEN, BRITTANY CWOODLAND,	3210 AMBER FOREST DR HOUSTON, TX 77068-2005	(323) 934-9205	9/1966 9/1966
	CHRISTINEWOODLAN, CHRISTINEWOODLEN.	333 AIRTEX DR APT 7305 HOUSTON, TX 77090-6643		. :
	CRISTINEWOODEN, CHRISTINWOODLIN, CHRISTINE	333 AIRTEX DR APT 1302 HOUSTON, TX 77090-6637		
		1825 S POINT VIEW ST LOS ANGELES, CA 90035-4623		
		5510 LINDEN AVE LONG BEACH, CA 90805-5404	)	
19:	KING, MELISSA ANNKING, MELISSA	3401 DUNVALE RD APT 31 24 HOUSTON, TX 77063-5644	(281) 822-8009(718) 712-0631	1/1987 3/1985
		19404 120TH AVE 1 SAINT AL- BANS, NY 11412-3704		
		17611 BERING BRIDGE LN HUMBLE, TX 77346-3707		
		6200 DE SOTO AVE APT 35301 WOODLAND HILLS, CA 91367-0204		
		8901 BISSONNET ST APT 116 HOUSTON, TX 77074-2423		
20:	AMOS, TIFFANY MICHELLE	333 AIRTEX DR APT 1302 HOUSTON, TX 77090-6637	(281) 874-9317(832)	7/1986
		8960 HARGIS ST APT 6 LOS ANGELES, CA 90034-2437	286-5024` ′	
		3210 AMBER FOREST DR HOUSTON, TX 77068-2005		
		3210 AMBER HOUSTON, TX 77068		
		1907 S SHENANDOAH ST		

APT 7 LOS ANGELES, CA 90034-1233

WOODLEN, CHRISTINE CWOODEN, CHRISTINWOODLEN, BRITTANY CWOODLAND, CHRISTINEWOODLE, CHRISTINEWOODLEN, CHRISTAINEWOODLEN, CHRISTAINEWOODLEN, CHRISTI

6334 FM 2920 RD STE 300 SPRING, TX 77379-3473

(281) 370-0616 9/1950

333 AIRTEX DR APT 1302 HOUSTON, TX 77090-6637

75 N PATHFINDERS CIR SPRING, TX 77381-3006

6170 CANTERBURY DR AP T 322 CULVER CITY, CA 90230-7901

3210 AMBER FOREST DR HOUSTON, TX 77068-2005

Neighbors - 10 records found 3210 AMBER FOREST DR HOUSTON, TX 77068-2005

Name	Address	Phone
AGESILAS, SANDRINE DEN HERDER, URSULA K DENHERDER, HANS WILLIAM GONZALEZ, ELIZABETH	3202 AMBER FOREST DR HOUSTON, TX 77068-2005	(281) 583-2464
PERALES, DARLENE PERALES, MONICA PERALES, VALENTIN A REED, VICTORIA WILLIAMS STEWART, JOSHUA W	3203 AMBER FOREST DR HOUSTON, TX 77068-2020	(281) 893-9567 (281) 893-0836
BASS, BETTY L JR BASS, DOUGLAS EVANS JR	3206 AMBER FOREST DR HOUSTON, TX 77068-2005	(281) 444-1661
HOANG, ANTHONY THIEN HOANG, KEITH ANH HOANG, PHUONG T HOANG, TUAN A VAN THANH, TRAN	3207 AMBER FOREST DR HOUSTON, TX 77068-2020	895-8016
MAJOR, HELEN B MAJOR, TIFFANY MARIE MAJOR, TIPP MANUEL	3211 AMBER FOREST DR HOUSTON, TX 77068-3014	(281) 893-3865 (281) 893-4684 (281) 893-8918
DONNELL, DEBORAH ANN DONNELL, JAMES KENNETH JR	3214 AMBER FOREST DR HOUSTON, TX 77068-2005	(713) 682-5676
ESTEFAN, ALETTA PETRONELLA ESTEFAN, LAILA S ESTEFAN, SAMIR LABIB REHWINKEL, ALIA	3215 AMBER FOREST DR HOUSTON, TX 77068-3014	(832) 965-5134
BROUSSARD, TONYA	3217 AMBER FOREST DR HOUSTON, TX 77068-2020	
DOUGLAS, RODNEY KEITH HAWKINS, BARBARA E HAWKINS, ROSWALD O WHITTIER, FAITH MELANIE WHITTIER, JAYDA G WHITTIER, MOLLIE	3218 AMBER FOREST DR HOUSTON, TX 77068-2005	(281) 836-6731 (832) 443-7165
JOHNSON, CHLOE R JOHNSON, JOSEPH C SR JOHNSON, SUNNEY C NAVARRO FERRER, VICTORIANA NAVARRO	3219 AMBER FOREST DR HOUSTON, TX 77068-2020	(281) 866-0258

#### Employment - 50 records found

1:

Name: BOUTTE, ERIC Address: 15425 NORTH FWY STE 160 HOUSTON, TX 77090-6015 SSN: Confidence: High 2: Company Name: HEALTHY RESOURCES ENTERPRISE, INC. Name: BOUTTE, ERIC Title: DIRECTOR SSN: 4 Phone: (713) 673-8440 Confidence: High 3: Company Name: E.A.S. DEVELOPMENT, LLC Name: BOUTTE, ERIC W Title: MEMBER SSN: 4 Confidence: Medium 4: Company Name: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION Name: BOUTTE, ERIC Address: 530 N SAM HOUSTON PKWY E HOUSTON, TX 77060-4038 SSN: Phone: (713) 664-2232 Confidence: High 5: Company Name: HRE GROUP, LLC Name: BOUTTE, ERIC W Title: MANAGER SSN: Confidence: Medium 6: Company Name: HRE GROUP LLC Name: BOUTTE, ERIC W Title: MANAG Address: 4926 BABSON ST SAN ANTONIO, TX 78249-1701 SSN: Phone: (210) 690-4485 Confidence: High 7: Company Name: FEB CONTRACTORS LLC Name: BOUTTE, ERIC W Title: MEMBER SSN: Confidence: Medium 8: Company Name: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION Name: BOUTTE, ERIC Title: DIRECTOR SSN:

Company Name: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION

Confidence: Medium 9: Company Name: PARAMOUNT ACQISITIONS GROUP, INC Name: BOUTTE, ERIC Title: PRESIDENT Address: HOUSTON, TX SSN: Confidence: High 10: Company Name: HEALTHY RESOURCES ENTERPRISE, INC. Name: BOUTTE, ERIC Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244 SSN: Phone: (202) 265-3123 Confidence: High 11: Company Name: HEALTHY RESOURCES ENTERPRISES INC Name: BOUTTE, ERIC Title: PROJECT DIRECTOR Address: HOUSTON, TX SSN: Confidence: High 12: Company Name: ERAL, LLC Name: BOUTTE, ERIC Title: MANAGER SSN: Confidence: Medium 13: Company Name: FEB CONTRACTORS LLC Name: BOUTTE, ERIC W Title: MEMBER Address: 405 W LIVE OAK ST 467-65-XXXX Phone: (830) 990-0555 Confidence: High 14: Company Name: HR TECHNICAL & CONSTRUCTION, LLC Name: BOUTTE, ERIC W Title: MEMBER Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244 SSN: Phone: (713) 673-8440 Confidence: High 15: Company Name: HR ENGINEERING LLC Name: BOUTTE, ERIC W Title: MEMBER **Address:** 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

SSN:

Phone: (713) 726-1854 Confidence: High 16: Company Name: REALITY CAPITAL INTERESTS, LLC Name: BOUTTE, ERIC Title: DIRECTOR SSN: Confidence: Medium 17: Company Name: HR TECHNICAL & CONSTRUCTION SERVICES, LLC. Name: BOUTTE, ERIC Title: MEMBER Address: HOUSTON, TX SSN: Confidence: High 18: Company Name: PEOPLE'S FINANCIAL DEBIT CARD LLC Name: BOUTTE, ERIC Title: MANAGER SSN: Confidence: Medium 19: Company Name: HOWARD JEFFERSON FOUNDATION Name: BOUTTE, ERIC Title: DIRECTOR SSN: Confidence: Medium 20: Company Name: KINGSTON A.B.P., LLC Name: BOUTTE, ERIC Title: MANAGER SSN: Confidence: High 21: Company Name: HEALTHY RESOURCES ENTERPRISE, INC. Name: BOUTTE, ERIC Title: PRES Address: HOUSTON, TX SSN: Confidence: High 22: Company Name: HREI Name: BOUTTE, ERIC Title: PRES Address: HOUSTON, TX SSN: Confidence: High 23: Company Name: ERAL LLC Name: BOUTTE, ERIC Address: 530 N SAM HOUSTON PKWY E HOUSTON, TX 77060-4038

SSN:

Confidence: High 24: Company Name: ERAL LLC Name: BOUTTE, ERIC Address: 530 N SAM HOUSTON PKWY E HOUSTON, TX 77060-4038 Confidence: High 25: Company Name: ERAL LLC Name: BOUTTE, ERIC Title: CONTACT Address: 530 N SAM HOUSTON PKWY E HOUSTON, TX 77060-4038 SSN: Confidence: High 26: Company Name: ERAL LLC Name: BOUTTE, ERIC Title: MANAGER Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026 SSN: Confidence: High 27: Company Name: NATIONS MANAGEMENT HOLDINGS LLC Name: BOUTTE, ERIC Title: MANAGER SSN: Confidence: Medium 28: Company Name: HR DESIGN SERVICE, LLC Name: BOUTTE, ERIC W Title: MEMBER SSN: Confidence: Medium 29: Company Name: HR LEASING, LLC Name: BOUTTE, ERIC W Title: MEMBER SSN: Confidence: Medium 30: Company Name: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION Name: BOUTTE, ERIC Title: DIRECTOR Address: 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684 SSN: Phone: (713) 664-2232 Confidence: Medium 31: Company Name: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION

Name: BOUTTE, ERIC

Title: DIRECTOR

Address: 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

SSN:

Phone: (713) 664-2232

Confidence: Medium

32:

Company Name: HEALTHY RESOURCES ENTERPRISES

Name: BOUTTE, ERIC

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

SSN:

Phone: (202) 265-3123

Confidence: High

33:

Company Name: HRE INC

Name: BOUTTE, ERIC

Title: CHIEF EXECUTIVE OFFICER

Phone: (713) 673-8440

Confidence: High

34:

Company Name: HEALTHY RESOURCES ENTERPRISES

Name: BOUTTE, ERIC

Title: OWNER

SSN:

Phone: (202) 265-3123

Confidence: High

35:

Company Name: HEALTHY RESOURCES ENTERPRISES

Name: BOUTTE, ERIC

Title: OWNER

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

SSN:

Phone: (202) 265-3123

Confidence: High

36:

Company Name: HR LEASING LLC

Name: BOUTTE, ERIC W

Title: MEMBER

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

SSN:

Confidence: High

37:

Company Name: HR DESIGN SERVICE LLC

Name: BOUTTE, ERIC W

Title: MEMBER

Address: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

SSN:

Confidence: High

38:

Company Name: HEALTHY RESOURCE ENTERPRISE

Name: BOUTTE, ERIC

Title: OWNER

SSN:

Phone: (713) 673-8440

Confidence: High

39:

Company Name: HEALTHY RESOURCE ENTERPRISE

Name: BOUTTE, ERIC

Title: OWNER

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Phone: (713) 673-8440

Confidence: High

40:

Company Name: PEOPLE'S FINANCIAL DEBIT CARD LLC

Name: BOUTTE, ERIC

Title: MANAGER

Address: 2401 FOUNTAIN VIEW DR STE 225 HOUSTON, TX 77057-4813

SSN:

Phone: (832) 251-8347

Confidence: Medium

41:

Company Name: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC W

Title: MANAGER

SSN:

Confidence: Medium

42:

Company Name: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W

Title: MEMBER

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

SSN:

Phone: (713) 673-8440

Confidence: High

43:

Company Name: BOUTTE & ASSOCIATES, LLC

Name: BOUTTE, ERIC

Title: DIRECTOR

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

SSN:

Phone: 812-0845

Confidence: High

44:

Company Name: BOUTTE & ASSOCIATES, LLC

Name: BOUTTE, ERIC

Title: MEMBER

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

SSN:

Phone: 812-0845

Confidence: High

45:

Company Name: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC Title: DIRECTOR

**Address:** 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

SSN:

Confidence: Medium

46:

Company Name: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC Title: MANAGER

**Address:** 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684

SSN:

Confidence: Medium

47:

Company Name: KINGSTON A B P LLC

Name: BOUTTE, ERIC

Address: 9009 NORTH LOOP E HOUSTON, TX 77029-1253

SSN:

Confidence: High

48:

Company Name: KINGSTON ABPLLC

Name: BOUTTE, ERIC

Address: 9009 NORTH LOOP E HOUSTON, TX 77029-1253

SSN:

Confidence: High

49:

Company Name: KINGSTON ABPLLC

Name: BOUTTE, ERIC

Title: MANAGER

Address: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

SSN:

Confidence: High

50:

Company Name: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC Title: MANAGER

Address: 9692 WESTHEIMER RD STE 83 HOUSTON, TX 77063-3205

SSN:

Phone: (713) 228-8688

Confidence: High

#### Cellular & Alternate Phones - 1 records found

1:

**Personal Information** 

Name: BOUTTE, ERIC

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

Phone Number: (713) 409-3691

Phone Type: Mobile

Carrier Information

Carrier: NEW CINGULAR WRLS IL

Carrier City: HOUSTON

Carrier State: TX

#### Sources - 211 records found

All Sources	211 Source Document(s)
Corporate Affiliations	42 Source Document(s)
Deed Transfers	3 Source Document(s)
Driver Licenses	6 Source Document(s)
Email addresses	3 Source Document(s)
Fictitious Business Names Records	8 Source Document(s)
Historical Person Locator	24 Source Document(s)
Liens and Judgments	2 Source Document(s)
Motor Vehicle Registrations	29 Source Document(s)
Person Locator 1	7 Source Document(s)
Person Locator 2	6 Source Document(s)
Person Locator 5	40 Source Document(s)
Person Locator 6	11 Source Document(s)
PhonesPlus Records	1 Source Document(s)
Tax Assessor Records	18 Source Document(s)
UCC Lien Filings	1 Source Document(s)
Utility Locator	7 Source Document(s)
Voter Registrations	3 Source Document(s)

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Your DPPA Permissible Use is: Debt Recovery/Fraud

Your GLBA Permissible Use is: Fraud Prevention or Detection

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## SCHEDULE 1

#### John H. Elamad dba International Design Consulting Group, Inc./ECM Smith Middle School

Fiscal Year	Vendor Number	Vendor Name	Check Number		Chec Total		Fees		Expen	ises	Purchase Order Number	PO Type	PO Date	PO Description	
2009	33616	INTERNATIONAL DESIGN &	553272	2/26/2009	\$	39,020.00	\$	36,000.00	\$	3,020.00	801082	BLAPO	2/26/2009	BLANKET PURCHASE ORDER # 801	Smith M.S.
2009	33616	INTERNATIONAL DESIGN &	554164	3/13/2009	\$	31,606.00	\$	27,870.00	\$	3,736.00	801082	BLAPO	3/12/2009	BLANKET PURCHASE ORDER # 801	Smith M.S.
2009	33616	INTERNATIONAL DESIGN &	555294	4/17/2009	\$	29,909.00	\$	27,800.00	\$	2,109.00	801082	BLAPO	4/14/2009	BLANKET PURCHASE ORDER # 801	Smith M.S.
2009	33616	INTERNATIONAL DESIGN &	556569	5/14/2009	\$	30,600.00	\$	29,500.00	\$	1,100.00	801082	BLAPO	5/13/2009	CHANGE ORDER #1 TO INCREASE P	Smith M.S.
2009	33616	INTERNATIONAL DESIGN &	558119	6/18/2009	\$	32,000.00	\$	29,000.00	\$	3,000.00	801082	BLAPO	6/15/2009	BLANKET PURCHASE ORDER # 801	Smith M.S.
2009	33616	INTERNATIONAL DESIGN &	559110	7/22/2009	\$	30,000.00	\$	27,500.00	\$	2,500.00	801082	BLAPO	7/21/2009	BLANKET PURCHASE ORDER # 801	Smith M.S.
2009	33616	INTERNATIONAL DESIGN &	559791	8/13/2009	\$	32,500.00	\$	29,500.00	\$	3,000.00	801082	BLAPO	8/13/2009	BLANKET PURCHASE ORDER # 801	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	560837	9/16/2009	\$	33,000.00	\$	30,000.00	\$	3,000.00	801082	BLAPO	8/31/2009	CHANGE ORDER #1 TO INCREASE P	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	562188	10/8/2009	\$	33,000.00	\$	30,000.00	\$	3,000.00	801082	BLAPO	10/8/2009	BLANKET PURCHASE ORDER # 801	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	563804	11/12/2009	\$	16,400.00	\$	16,400.00			801082	BLAPO	11/9/2009	CHANGE ORDER #1 TO INCREASE P	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	563804	11/12/2009	\$	21,965.00	\$	18,600.00	\$	3,365.00	801082	BLAPO	11/9/2009	BLANKET PURCHASE ORDER # 801	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	565659	12/18/2009	\$	31,500.00	\$	28,000.00	\$	3,500.00	801082	BLAPO	12/17/2009	١.	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	566200	1/14/2010	\$	30,000.00	\$	27,500.00	\$	2,500.00	801082	BLAPO	1/8/2010	١.	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	568138	2/12/2010	\$	30,000.00	\$	27,500.00	\$	2,500.00	801082	BLAPO	2/12/2010	· .	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	569984	3/18/2010	\$	30,000.00	\$	27,500.00	\$	2,500.00	801082	BLAPO	3/12/2010	٠.	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	571248	4/15/2010	\$	30,000.00	\$	27,500.00	\$	2,500.00	801082	BLAPO	4/15/2010	· .	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	572653	5/13/2010	\$	30,000.00	\$	27,500.00	\$	2,500.00	801082	BLAPO	5/13/2010	٠.	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	574283	6/17/2010	\$	200,000.00	\$ :	200,000.00			801082	BLAPO	6/17/2010		Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	575613	7/22/2010	\$	52,000.00	\$	50,000.00	\$	2,000.00	801082	BLAPO	7/21/2010	· .	Smith M.S.
2010	33616	INTERNATIONAL DESIGN &	576235	8/13/2010	\$	52,000.00	\$	50,000.00	\$	2,000.00	801082	BLAPO	8/12/2010		Smith M.S.
2011	33616	INTERNATIONAL DESIGN &	582449	12/10/2010	\$	33,300.00	\$	30,000.00	\$	3,300.00	801082	BLAPO	12/10/2010		Smith M.S.
2011	33616	INTERNATIONAL DESIGN &	584293	1/27/2011	\$	33,350.00	\$	30,000.00	\$	3,350.00	801082	BLAPO	1/26/2011		Smith M.S.
2011	33616	INTERNATIONAL DESIGN &	587637	4/1/2011	\$	237,973.00	\$ 2	237,973.00			801082	BLAPO	4/1/2011		Smith M.S.
2011	33616	INTERNATIONAL DESIGN &	587637	4/1/2011	\$	82,809.82	\$	82,809.82			801082	BLAPO	4/1/2011	•	Smith M.S.
2011	33616	INTERNATIONAL DESIGN &	594179	8/31/2011	\$	4,980.00			\$	4,980.00			8/31/2011	SMITH LOCKER ROOM REMODELING	Smith M.S.

\$ 1,207,912.82 \$ 1,148,452.82 \$ 59,460.00

# SCHEDULE 2

### SETEX CONSTRUCTION CORP Renovation of Smith Middle School

FiscalYear	VendorID	VendorName	CheckNum	CheckDate	InvoiceAmount	Invoid	eNur PONumber	POForm	PODate	VoucherN	Description	Org_Name
2011	74125	SETEX CONSTRUCTION CORP	583821	1/14/2011	\$ 72,200.	00 978	628700726	BNDPO	40556	60113	BOND BLANKET PURCHASE ORDER#	Smith M.S.
2011	74125	SETEX CONSTRUCTION CORP	585309	2/11/2011	\$ 71,250.	00 993	628700726	BNDPO	40584	60210	BOND BLANKET PURCHASE ORDER#	Smith M.S.
2011	74125	SETEX CONSTRUCTION CORP	586101	2/25/2011	\$ 161,500.	00 1001	628700726	BNDPO	40599	60224	BOND BLANKET PURCHASE ORDER#	Smith M.S.
2011	74125	SETEX CONSTRUCTION CORP	587680	4/1/2011	\$ 109,000.	00 1011	628700726	BNDPO	40634	60331	CHANGE ORDER #1 -INCREASED BY	Smith M.S.
2011	74125	SETEX CONSTRUCTION CORP	587680	4/1/2011	\$ 100,000.	00 1011	628700726	BNDPO	40634	60331	BOND BLANKET PURCHASE ORDER#	Smith M.S.
2011	74125	SETEX CONSTRUCTION CORP	590379	5/27/2011	\$ 26,600.	00 1016	628700726	BNDPO	40689	60526	BOND BLANKET PURCHASE ORDER#	Smith M.S.
2011	74125	SETEX CONSTRUCTION CORP	593884	8/19/2011	\$ 28,450.	00 1024	628700726	BNDPO	40773	808	CHANGE ORDER #1 -INCREASED BY	Smith M.S.

\$ 569,000.00